2019 Multifamily Uniform Application
2019 Multifamily Uniform Application Certification

**Development Name:** Talavera Lofts

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.

**By:**

**Signature of Authorized Representative**
Diana McIver

**Printed Name**
Manager of Managing Member

**Title**
2/15/2019

Sworn to and subscribed before me on the 15 day of February, 2019 by Diana McIver

(Personalized Seal)

**Notary Public Signature**

Texas

Notary Public, State of Travis

County of

My Commission Expires: 2/15/2019

Date

2/15/2019
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:

**Board Meeting Date:**
- January 17, 2019
- February 21, 2019
- March 21, 2019
- April 25, 2019
- May 23, 2019
- June 27, 2019
- July 11, 2019
- July 25, 2019
- September 5, 2019

**75 Day Deadline:**
- November 2, 2018
- December 7, 2018
- January 4, 2019
- February 8, 2019
- March 8, 2019
- April 12, 2019
- April 26, 2019
- May 10, 2019
- June 21, 2019

2/18/2019
An Inducement Resolution has been approved by the Bond Issuer and a copy is provided behind Tab 8.
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](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):

1. **X** 10 TAC §11.101(a)(2) - Undesirable Site Features
2. 10 TAC §11.101(a)(3) - Neighborhood Risk Factors
3. 10 TAC §11.202(1)(M) - Termination of Relationship in an Affordable Housing Transaction
4. 10 TAC §11.202(1)(N) - Voluntary Compliance Agreement
   (or any similar agreement resulting from negotiations regarding noncompliance)
5. **X** 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](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
Development Owner Certification, Acknowledgement and Consent

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

**X** 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

Diana McIver
Printed Name

Manager of Managing Member
Title

February 15, 2019
Date

THE STATE OF Texas §

COUNTY OF Travis §

Before me, a notary public, on this day personally appeared Diana McIver, 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 15 day of February, 2019

VERONICA NEYMAN
Notary Public, State of Texas
Comm. Expires 10-16-2019
Notary ID 130406826

Notary Public Signature
Undesirable Site Feature

Pursuant to §11.101 (a)(2)(E) of the 2019 Uniform Multi-Family Rules, the Talavera Lofts site is located within 500 feet from an active railroad track (measured from the closest rail to the boundary of the Development Site); however, the site is within a Railroad Quiet Zone and the railroad in question is commuter rail only. Evidence that the city/community has adopted a Railroad Quiet Zone is attached.
**U. S. DOT CROSSING INVENTORY FORM**

**DEPARTMENT OF TRANSPORTATION**
**FEDERAL RAILROAD ADMINISTRATION**

OMB No. 2130-0017

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**Instructions for the initial reporting of the following types of new or previously unreported crossings:**

- For public highway-rail grade crossings, complete the entire inventory form.
- For private highway-rail grade crossings, complete the header, parts I and II, and the Submission Information section. For public pathway grade crossings (including pedestrian station grade crossings), complete the header, part I and II, and the Submission Information section. For private pathway grade crossings, complete the header, parts I and II, and the Submission Information section. For grade-separated highway-rail or pathway crossings (including pedestrian station crossings), complete the Header, Part I and II, and the Submission Information section. For Private pathway grade crossings, complete the Header, Parts I and II, and the Submission Information section. Note: For private crossings only, Part I Item 20 and Part III Item 2.K. are required unless otherwise noted.

An asterisk (*) denotes an optional field.

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**A. Revision Date (MM/DD/YYYY)**

| 01 | 25 | 2017 |

**B. Reporting Agency**

- Railroad [x]
- Transit [ ]
- State [ ]
- Other [ ]

**C. Reason for Update (Select only one)**

- Change in Data [x]
- New [ ]
- Closed [ ]
- No Train Traffic [ ]
- Quiet Zone Update [ ]
- Re-Open [x]
- Date [ ]
- Change in Primary Operating RR [ ]
- Admin. Correction [ ]

**D. DOT Crossing Inventory Number**

765744V

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**Part I: Location and Classification Information**

1. **Primary Operating Railroad**

- Capital Metropolitan Transportation Authority [CMTY]

2. **State**

- TEXAS

3. **County**

- TRAVIS

4. **City / Municipality**

- AUSTIN

5. **Street/Road Name & Block Number**

- NAVASOTA ST

6. **Highway Type & No.**

- ST 0000

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**7. Do Other Railroads Operate a Separate Track at Crossing?**

- Yes [ ]
- No [x]

8. **Do Other Railroads Operate Your Track at Crossing?**

- Yes [x]
- No [ ]

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**9. Railroad Division or Region**

- CMTA [x]

**10. Railroad Subdivision or District**

- CENTRAL [ ]

**11. Branch or Line Name**

- BR-DOWNTOWN [ ]

**12. RR Milepost**

- 0055.85 [ ]

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**13. Line Segment**

- TAB11408 [x]

**14. Nearest RR Timetable Station**

- Plaza Saltillo [ ]

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**15. Parent RR**

- CMTA [x]

**16. Crossing Owner (if applicable)**

- [ ]

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**17. Crossing Type**

- Public [x]

**18. Crossing Purpose**

- Highway [x]

**19. Crossing Position**

- At Grade [x]

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**20. Public Access**

- (If Private Crossing) [ ]

**21. Type of Train**

- Freight [x]

**22. Average Passenger Train Count Per Day**

- [ ]

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**23. Type of Land Use**

- Open Space [ ]
- Farm [ ]
- Residential [x]
- Commercial [ ]
- Industrial [ ]
- Institutional [ ]
- Recreational [ ]
- RR Yard [x]

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**24. Is there an Adjacent Crossing with a Separate Number?**

- Yes [x]
- No [ ]

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**25. Quiet Zone (FRA provided)**

- Yes [x]
- No [ ]

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**26. HSR Corridor ID**

- [ ]

**27. Latitude in decimal degrees**

- 30.2626317 [ ]

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**29. Lat/Long Source**

- Actual [x]
- Estimated [ ]

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**30. A. Railroad Use**

- [ ]

**31. A. State Use**

- [x]

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**30. B. Railroad Use**

- [x]

**31. B. State Use**

- [x]

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**30. C. Railroad Use**

- [x]

**31. C. State Use**

- State Phone# updated - date updated: 2018-08-16

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**30. D. Railroad Use**

- [x]

**31. D. State Use**

- [x]

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**32. A. Narrative (Railroad Use)**

- [x]

**32. B. Narrative (State Use)**

- [x]

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**33. Emergency Notification Telephone No. (posted)**

- 844-592-8046 [ ]

**34. Railroad Contact (Telephone No.)**

- 512-334-4000 [ ]

**35. State Contact (Telephone No.)**

- 512-416-2635 [ ]

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**Part II: Railroad Information**

1. **Estimated Number of Daily Train Movements**

**1. A. Total Day Thru Trains (6 AM to 6 PM)**

- [x] 34

**1. B. Total Night Thru Trains (6 PM to 6 AM)**

- [ ] 0

**1. C. Total Switching Trains**

- [ ] 0

**1. D. Total Transit Trains**

- [ ] 0

2. **Year of Train Count Data (YYYY)**

- 2016 [ ]

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**3. Speed of Train at Crossing**

- [ ]

**3. A. Maximum Timber Speed (mph)**

- 30 [ ]

**3. B. Typical Speed Range Over Crossing (mph)**

- From 30 to 30 [ ]

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**4. Type and Count of Tracks**

- Main [ ]
- Siding [ ]
- Yard [ ]
- Transit [ ]
- Industry [ ]

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**5. Train Detection (Main Track only)**

- Constant Warning Time [ ]
- Motion Detection [ ]
- AFO [ ]
- PTC [ ]
- DC [ ]
- Other [ ]
- None [ ]

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**6. Is Track Signaled?**

- [x] Yes
- No [ ]

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**7. A. Event Recorder**

- Yes [ ]
- No [x]

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**7. B. Remote Health Monitoring**

- Yes [ ]
- No [x]
### Part III: Highway or Pathway Traffic Control Device Information

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

2. Types of Passive Traffic Control Devices associated with the Crossing
   - 2.A. Crossbucks  
     - Assemblies (count) 8
   - 2.B. STOP Signs (RI-1) (count) 0
   - 2.C. YIELD Signs (RI-2) (count) 0
   - 2.D. Advance Warning Signs (Check all that apply; include count) ☐ W10-1 2  ☐ W10-3 0  ☐ W10-11 0
   - 2.E. Low Ground Clearance Sign (W10-S) ☐ Yes (count_____)  ☐ No
   - 2.F. Pavement Markings  
     - ☐ Stop Lines  ☐ Dynamic Envelope  ☐ RR Xing Symbols  ☐ None
   - 2.G. Channelization Devices/Medians  
     - ☐ All Approaches  ☐ Median  ☐ One Approach  ☐ None
   - 2.H. EXEMPT Sign (R15-3) ☐ Yes  ☐ No
   - 2.I. ENS Sign (i-13) Displayed ☐ Yes  ☐ No
   - 2.J. Other MUTCD Signs ☐ Yes  ☐ No
     - Specify Type W10-9P
     - Count 2
   - 2.K. Private Crossing Signs (if private) ☐ Yes  ☐ No
   - 2.L. LED Enhanced Signs (List types)

3. Types of Train Activated Warning Devices at the Grade Crossing (specify count of each device for all that apply)
   - 3.A. Gate Arms (count)
     - 2 Quad
     - 3 Quad
     - Full (Barrier)
     - Median Gates
   - 3.B. Gate Configuration
     - No
   - 3.C. Cantilevered (or bridged) Flashing Light Structures (count)
     - ☐ Over Traffic Lane 0  ☐ Incandescent
     - ☐ Not Over Traffic Lane 0  ☐ LED
   - 3.D. Mast Mounted Flashing Lights (count of mast) 4  
     - ☐ Incandescent  ☐ LED
     - ✘ Back Lights Included  ☐ Side Lights Included
   - 3.E. Total Count of Flashing Light Pairs 8

3.F. Installation Date of Current Active Warning Devices: (MM/YY) 05/2007  ☐ Not Required

3.G. Wayside Horn  
   - ☐ Yes  ☐ No
   - Installed on (MM/YY) __________ /

3.H. Highway Traffic Signals Controlling Crossing  
   - ☐ Yes  ☐ No

3.I. Bells (count) 4

3.J. Non-Train Active Warning  
   - ☐ Flagging/Flagman  ☐ Manually Operated Signals  ☐ Watchman  ☐ Floodlighting  ☐ None

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

4.A. Hwy Traffic Signal Interconnection  
   - ☐ Not Interconnected
     - ☐ For Traffic Signals  ☐ For Warning Signs

4.B. Hwy Traffic Signal Preemption  
   - ☐ Yes  ☐ No

4.C. Hwy Traffic Signal Preemption  
   - ☐ Simultaneous  ☐ Advance

5. Highway Traffic Pre-Signals  
   - ☐ Yes  ☐ No

6. Highways Monitoring Devices (Check all that apply)  
   - ☐ Yes - Photo/Video Recording  ☐ Yes – Vehicle Presence Detection  ☐ None

4.D. Installation Date * (MM/YY) __________

Part IV: Physical Characteristics

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

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

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

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

5. Crossing Surface (on Main Track, multiple types allowed)  
   - ☐ 1 Timber  ☐ 2 Asphalt  ☐ 3 Asphalt and Timber  ☐ 4 Concrete  ☐ 5 Concrete and Rubber  ☐ 6 Rubber  ☐ 7 Metal
   - ☐ 8 Unconsolidated  ☐ 9 Composite  ☐ 10 Other (specify)

6. Is Commercial Power Available? *  
   - ☐ Yes  ☐ No

6. Is Commercial Power Available? *  
   - Yes ☐ No

7. Smallest Crossing Angle  
   - ☐ 0° – 29°  ☐ 30° – 59°  ☐ 60° – 90°  ☐ No

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

Part V: Public Highway Information

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

2. Functional Classification of Road at Crossing  
   - ☐ (0) Rural  ☐ (1) Urban  ☐ (2) Other Freeways and Expressways  ☐ (3) Other Principal Arterial  ☐ (4) Minor Arterial  ☐ (7) Local

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

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

5. Linear Referencing System (LRS Route ID) *  
   - ☐ 30 MPH  ☐ Posted  ☐ Statutory

6. LRS Milepost *  
   - ☐ 30 MPH  ☐ Posted  ☐ Statutory

7. Annual Average Daily Traffic (AADT) Year 2019  
   - AADT 000400

8. Estimated Percent Trucks  
   - %

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

Submission Information - This information is used for administrative purposes and is not available on the public website.

Submitted by _______ Organization _______ Phone _______ Date _______

Public reporting burden for this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. According to the Paperwork Reduction Act of 1995, a federal agency may not conduct or sponsor, and a person is not required to, nor shall a person be subject to a penalty for failure to comply with, a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for information collection is 2130-0017. Send comments regarding this burden estimate or any other aspect of this collection, including for reducing this burden to: Information Collection Officer, Federal Railroad Administration, 1200 New Jersey Ave. SE, MS-25 Washington, DC 20590.
Appendix A: Crossing Inventory Record – Full Data Description

This supplement document provides a full text description for some fields where the values may not be fully displayed from within the actual U. S. DOT CROSSING INVENTORY FORM. This is not the official OMB approved form.

Part I: Location and Classification Information

1. Primary Operating Railroad: Capital Metropolitan Transportation Authority [CMTY]
2. State: TEXAS
3. County: TRAVIS
4. City/Municipality: AUSTIN
5. Street/Road Name & Block #: NAVASOTA ST NAVASOTA ST
6. Highway Type & No.: ST 0000
7. Railroad Division or Region: CMTA
8. Railroad Subdivision or District: CENTRAL
9. Branch or Line Name: BR-DOWNTOWN
10. Line Segment: TAB11408
11. Nearest RR Timetable Station: Plaza Saltillo
12. Parent RR: CMTY
13. Crossing Owner: CMTY

30. A. Railroad Use:
30. B. Railroad Use:
30. C. Railroad Use:
30. D. Railroad Use:
31. A. State Use:

31. B. State Use:

31. C. State Use:

31. D. State Use:

32. A. Narrative (Railroad Use):

32. B. Narrative (State Use):
Part III: Highway or Pathway Traffic Control Device Information
2.J. Other MUTCD Signs (Type): W10-9P
2.J. Other MUTCD Signs (Type):
2.J. Other MUTCD Signs (Type):
2.L. LED Enhanced Signs:
3.K. Other Flashing Lights or Warning Devices: Count: 0 Type:

Part IV: Physical Characteristics
5. Crossing Surface: Other (specify):

Part V: Public Highway Information
5. Linear Referencing System (LRS Route ID):
6. LRS Milepost:
Hi Nicole:

You are correct in your reading. If they are all MS for 2018, you don’t need to look back. And yes, we are only looking at the overall rating.

Regards,

Sharon D. Gamble MSW, PMP
Competitive Housing Tax Credit Program Administrator
Texas Department of Housing and Community Affairs
(512) 936-7834

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(a)).

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us

Hi Sharon:

We submitted a Neighborhood Risk Factors Report Packet with our pre-application for Talavera Lofts, TDHCA #19239, to disclose schools – specifically Martin Middle School, which was rated as “Improvement Required” in 2017, but achieved an overall “Met Standard Rating” in 2016 and 2018.

If I’m reading the QAP correctly though, it’s my understanding that schools are not actually an issue for us this year, since all of our zoned schools achieved a 2018 overall Met Standard rating and prior year performance is not considered. If this is the case, we should not need to submit the rest of our Neighborhood Risk Factors Report Packet with our full application – can you please confirm this?
Can you also please confirm on the attached that the overall “Met Standard” rating is what matters, and an “Improvement Required” rating on Student Achievement does not trigger the need for a NRF Report?

Thanks,

Nicole Mwei | Development Coordinator
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310, Austin, TX 78746
p. 512 328 3232 x. 4531 | e. NicoleM@DMAcompanies.com
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.

The form must be executed by all individuals included on the organizational chart who are identified under 10 TAC §11.1(d)(30) of the Qualified Allocation Plan, the definition of Control.

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

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

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](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
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.
2019 REVISED Applicant Eligibility Certification

By: ____________________________

Signature of Authorized Representative

Diana McIver

Printed Name

Member of Special Member

Title

February 15, 2019

Date

THE STATE OF ______ Texas ______

COUNTY OF ______ Travis ______

Before me, a notary public, on this day personally appeared Diana McIver, 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 15 day of February, 2019

(Seal)

VERONICA NEYMAN
Notary Public, State of Texas
Comm. Expires 10-16-2019
Notary ID 130406626

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: __________________________

Signature of Authorized Representative

Janine Sisak

Printed Name

Member/Manager

Title

February 15, 2019

Date

THE STATE OF Texas

COUNTY OF Travis

Before me, a notary public, on this day personally appeared Janine Sisak, 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 15 day of February, 2019

(Seal)

VERONICA NEYMAN
Notary Public, State of Texas
Comm. Expires 10-16-2019
Notary ID 130406826

Notary Public Signature
2019 REVISED Applicant Eligibility Certification

By: __________________________________________
    Signature of Authorized Representative

JoEllen Smith
    Printed Name

Member/Manager
    Title

February 15, 2019
    Date

THE STATE OF Texas
    §

COUNTY OF Trans
    §

Before me, a notary public, on this day personally appeared JoEllen Smith, 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 15 day of February, 2019

(Seal)

VERONICA NEYMAN
    Notary Public, State of Texas
    Comm. Expires 10-16-2019
    Notary ID 130406826

Notary Public Signature
Multifamily Direct Loan Certification (10 TAC Chapter 13)

- Multifamily Direct Loan Certification is included behind this tab.

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

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

The form for the certification will be posted to the Department's website at [http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm](http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm)
1. Applicant Contact Information
   Name: Janine Sisak  
   Phone: (512) 328-3232  
   Email: JanineS@dmacompanies.com  
   Mailing Address: 4101 Parkstone Heights Dr, Suite 310  
   Street:  
   City: Austin  
   State: TX  
   Zip: 78746

2. Second Contact
   Name: Nicole Mwei  
   Phone: (512) 328-3232  
   Email: NicoleM@dmacompanies.com  
   Mailing Address:  
   Street:  
   City:  
   State:  
   Zip:  

3. Consultant Contact *(if applicable)*
   Name: N/A  
   Phone:  
   Email:  
   Mailing Address:  
   Street:  
   City:  
   State:  
   Zip:  

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

2/18/2019
### Criteria Promoting Development of High Quality Housing

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

**High Quality Housing Total**: 17

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Levels of Tenants</td>
<td>§11.9(c)(1)</td>
<td>16</td>
</tr>
<tr>
<td>Rent Levels of Tenants</td>
<td>§11.9(c)(2)</td>
<td>11</td>
</tr>
<tr>
<td>Resident Services</td>
<td>§11.9(c)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Opportunity Index</td>
<td>§11.9(c)(4)</td>
<td>0</td>
</tr>
<tr>
<td>Underserved Area</td>
<td>§11.9(c)(5)</td>
<td>0</td>
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<tr>
<td>Tenant Populations with Special Needs</td>
<td>§11.9(c)(6)</td>
<td>2</td>
</tr>
<tr>
<td>Proximity to the Urban Core</td>
<td>§11.9(c)(7)</td>
<td>5</td>
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<tr>
<td>Readiness to Proceed in Disaster Impacted Counties</td>
<td>§11.9(c)(8)</td>
<td></td>
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**Serve and Support Texans Most in Need Total**: 44

### Criteria Promoting Community Support and Engagement

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Government Support</td>
<td>§11.9(d)(1)</td>
<td></td>
</tr>
<tr>
<td>Commitment of Development Funding by Local Political Subdivision</td>
<td>§11.9(d)(2)</td>
<td>1</td>
</tr>
<tr>
<td>Declared Disaster Area</td>
<td>§11.9(d)(3)</td>
<td>10</td>
</tr>
<tr>
<td>Quantifiable Community Participation</td>
<td>§11.9(d)(4)</td>
<td></td>
</tr>
<tr>
<td>Community Support from State Representative</td>
<td>§11.9(d)(5)</td>
<td></td>
</tr>
<tr>
<td>Input from Community Organizations</td>
<td>§11.9(d)(6)</td>
<td></td>
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<tr>
<td>Concerted Revitalization Plan</td>
<td>§11.9(d)(7)</td>
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**Community Support and Engagement Total**: 11

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

<table>
<thead>
<tr>
<th>Point Item Description</th>
<th>QAP Reference</th>
<th>Points Selected</th>
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<tr>
<td>Financial Feasibility</td>
<td>§11.9(e)(1)</td>
<td>18</td>
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<tr>
<td>Cost of Development per Square Foot</td>
<td>§11.9(e)(2)</td>
<td>12</td>
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<tr>
<td>Pre-application Participation</td>
<td>§11.9(e)(3)</td>
<td>6</td>
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<tr>
<td>Leveraging of Private, State, and Federal Resources</td>
<td>§11.9(e)(4)</td>
<td>3</td>
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<tr>
<td>Extended Affordability</td>
<td>§11.9(e)(5)</td>
<td>2</td>
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<tr>
<td>Historic Preservation</td>
<td>§11.9(e)(6)</td>
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<tr>
<td>Right of First Refusal</td>
<td>§11.9(e)(7)</td>
<td>1</td>
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<tr>
<td>Funding Request Amount</td>
<td>§11.9(e)(8)</td>
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</tr>
</tbody>
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**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**: 115
1. **Development Address (All Programs)**

<table>
<thead>
<tr>
<th>SEC and SWC of East 5th St. and Navasota St.</th>
<th>Austin</th>
<th>ETJ?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>78702</td>
<td>Urban</td>
</tr>
<tr>
<td>Region</td>
<td>Zip</td>
<td>County</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Rural/Urban</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Census Tract Number (11 digits)</th>
<th>Yes</th>
<th>Median Household Income: 42917.00</th>
<th>Quartile: 4q</th>
<th>Poverty Rate: 20</th>
</tr>
</thead>
<tbody>
<tr>
<td>48453000902</td>
<td></td>
<td></td>
<td></td>
<td></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.**

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

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

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

   - The 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:
     - Pathways at Chalmers Court

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

   - 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:
     - Pathways at Chalmers Court

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

   - Development Site is appropriately zoned? **Yes**
   - Zoning Designation: **TOD-CURE-NP**
   - 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): **N/A**

7. **Site & Neighborhood Standards (New Construction Direct Loan only) [10 TAC §13.11(o)(6)(B)]; [24 CFR 92.202, 93.150]**

   - Confirm the following supporting documents are provided behind this tab.
     - Statement explaining how the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
     - DP-1 Profile of General Demographic Characteristics (2010) Census data for the census tract and city (and county if proposed site is located in a rural area) where the proposed site will be located. DP-1 Census data can be accessed using the Advanced Search option at www.census.gov.
Children of the proposed development will attend:

<table>
<thead>
<tr>
<th>School Name</th>
<th>Grades</th>
<th>Met Standard Rating?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2016</td>
</tr>
<tr>
<td>Sanchez Elementary</td>
<td>PK</td>
<td>through</td>
</tr>
<tr>
<td>Martin Middle</td>
<td>6</td>
<td>through</td>
</tr>
<tr>
<td>Austin High</td>
<td>9</td>
<td>through</td>
</tr>
</tbody>
</table>

Account for each year for each school.

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

The Development Site is located within the attendance zone of an elementary school, a middle school or a high school that 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)]

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]

- Applicant requests waiver of rules.
- Documentation to support waiver was previously provided or is attached behind Tab 8 and includes:
  - Documentation establishing how the need for the waiver was 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

Maps:
- X Street Map with Site Drawn and Identified
- X Census Tract Map with Development Site Identified

https://tactinder.census.gov/races/nav/jst/pages/searchresults.xhtml?refresh=1

Resolutions:
- X Twice the State Average of Units Per Capita Resolution
- X One Mile Three Year Resolution or evidence of other exception

n/a Housing Tax Credit Units per Total Household Resolution

For Tax-Exempt Bond Applications the resolution of no objection to satisfy requirements of 10 TAC §11.204(4) of the QAP is included

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.

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)

- Statement regarding promoting housing choice explains HOW the Development will promote greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low income persons.
- DP-1 Profile of General Demographic Characteristics (2010) for census tract and city (and county if applicable)

2/26/2019
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.
Talavera Lofts Site Map
SE and SW corner of E. 5th Street and Navasota Street, Austin, Travis County, Texas 78702
Talavera Lofts Site Map
SE and SW corner of E. 5th Street and Navasota Street, Austin, Travis County, Texas 78702
The 2018 Qualified Census Tracts (QCTs) and Disadvantaged Areas (DDAs) are effective January 1, 2018. The 2018 designations use data from the 2010 Decennial census and the release of 5-year tabulations from the American Community Survey (ACS) 2009-2013, 2011-2015, and 2013-2017. The designation methodology is explained in the Federal Register notice published October 22, 2018.

Click here for full screen map

Select Year
- 2019
- 2018
RESOLUTION NO. 20190207-009

WHEREAS, Saltillo DMA Housing, LLC ("Applicant"), its successors, assigns or affiliates, proposes to construct an affordable multi-family housing development of approximately 92 units to be located at or near 1400 East 5th Street ("Development") within the City of Austin; and

WHEREAS, Applicant, its successors, assigns or affiliates, intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 9% Low Income Housing Tax Credits for the Development to be known as Talavera Lofts; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN

Pursuant to Section 11.3 of Texas’ Qualified Allocation Plan, the City Council expressly acknowledges and confirms that the City has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

BE IT FURTHER RESOLVED:

Pursuant to Sections 11.3 and 11.4 of Texas’ Qualified Allocation Plan, the City Council acknowledges that the proposed Development is located one linear mile or less from a development that serves the same type of household as the Development and has received an allocation of Housing Tax Credits (or private activity bonds) for new
construction within the three year period preceding the date the Certificate of Reservation is issued.

BE IT FURTHER RESOLVED:

Pursuant to Section 2306.6703(a)(4) of the Texas Government Code and Sections 11.3 and 11.4 of Texas' Qualified Allocation Plan, the City Council supports the Development; approves the construction of the Development; and authorizes an allocation of Housing Tax Credits for the Development.

BE IT FURTHER RESOLVED:

The City Council authorizes, empowers, and directs Jannette S. Goodall, City Clerk, to certify this resolution to the Texas Department of Housing and Community Affairs.

ADOPTED: February 7, 2019

ATTEST: Jannette S. Goodall
City Clerk
## CITY OF AUSTIN - ZONING VERIFICATION LETTER

For questions concerning zoning compliance or any development criteria contact the Development Assistance Center of the City of Austin at (512) 974-6370.

This letter is to verify that the parcel listed is covered by the listed zoning classification on the date the letter was created.

### Party Requesting Verification

<table>
<thead>
<tr>
<th>Name: Nicole Mwei</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
</tr>
<tr>
<td>4101 Parkstone Heights Drive, Suite 310</td>
</tr>
<tr>
<td>Austin, TX 78746</td>
</tr>
</tbody>
</table>

### Tax Parcel Identification Number

| Agency: TCAD |
| Parcel ID: 191916 |

### Zoning Classification(s)


| TOD-CURE-NP |

### Zoning Case Number(s)

Look up case info at [https://www.austintexas.gov/devreview/a_queryfolder_permits.jsp](https://www.austintexas.gov/devreview/a_queryfolder_permits.jsp)

| C14-00-2102, C14-2008-0029, C14-2016-0051, NPA-2008-0002.01 |

### Zoning Ordinance Number(s)

Look up ordinances at [http://austintexas.gov/edims/search.cfm](http://austintexas.gov/edims/search.cfm)

| 001214-20, 20081211-082, 20081211-083, 20170302-064 |

For Address Verification visit: [http://austintexas.gov/addressverification](http://austintexas.gov/addressverification)

To access zoning ordinance documentation visit: [http://austintexas.gov/edims/search.cfm](http://austintexas.gov/edims/search.cfm)


This letter was produced by the City of Austin Communication Technology Management Department on behalf of the Planning and Development Review Department.

I, Stacy Meeks, of the Communications and Technology Management Department for the City of Austin, do hereby certify that the above information reflects the data and records on file in this office.

2/15/2019
ZONING DISTRICTS

The City of Austin has 16 residential zoning districts and 13 commercial zoning districts, 4 industrial, and 5 special purpose base districts. In addition, up to 13 combining districts may also relate to a particular zoning case; these combining districts act as overlays to provide site or use specific conditions for an identified area or project. The zoning section also reviews demolition/relocation permits for historic buildings and districts for consideration by the Historic Landmark Commission, sign permits and alcoholic and beverage permits.

Cases involving historic structures or National Register Districts have specific requirements in addition to the zoning process.

Base Zoning Districts

A listing of Austin's base zoning districts can be found in Chapter 25-2 of the City's Land Development Code. To see the descriptions of each of each zoning district, please view the definitions of the below acronyms at this link. To find out what uses are allowed in a given base zoning district, please see the Permitted Use Chart.

<table>
<thead>
<tr>
<th>LA</th>
<th>Lake Austin Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR</td>
<td>Rural Residence</td>
</tr>
<tr>
<td>SF-1</td>
<td>Single Family Residence - Large Lot</td>
</tr>
<tr>
<td>SF-2</td>
<td>Single Family Residence - Standard Lot</td>
</tr>
<tr>
<td>SF-3</td>
<td>Family Residence</td>
</tr>
<tr>
<td>SF-4A</td>
<td>Single Family Residence - Small Lot</td>
</tr>
<tr>
<td>SF-4B</td>
<td>Single Family Residence - Condominium</td>
</tr>
<tr>
<td>SF-5</td>
<td>Urban Family Residence</td>
</tr>
<tr>
<td>SF-6</td>
<td>Townhouse &amp; Condominium Residence</td>
</tr>
<tr>
<td>MF-1</td>
<td>Multi-Family Residence - Limited Density</td>
</tr>
<tr>
<td>MF-2</td>
<td>Multi-Family Residence - Low Density</td>
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<td>MF-3</td>
<td>Multi-Family Residence - Medium Density</td>
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<td>Multi-Family Residence - Moderate-High Density</td>
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<td>Multi-Family Residence - High Density</td>
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<td>Multi-Family Residence - Highest Density</td>
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<td>MH</td>
<td>Mobile Home Residence</td>
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<td>NO</td>
<td>Neighborhood Office</td>
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<td>LO</td>
<td>Limited Office</td>
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<tr>
<td>GO</td>
<td>General Office</td>
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<td>CR</td>
<td>Commercial Recreation</td>
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<td>LR</td>
<td>Neighborhood Commercial</td>
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<tr>
<td>GR</td>
<td>Community Commercial</td>
</tr>
<tr>
<td>L</td>
<td>Lake Commercial</td>
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<tr>
<td>CBD</td>
<td>Central Business District</td>
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<tr>
<td>DMU</td>
<td>Downtown Mixed Use</td>
</tr>
<tr>
<td>W/LO</td>
<td>Warehouse Limited Office</td>
</tr>
<tr>
<td>CS</td>
<td>General Commercial Services</td>
</tr>
<tr>
<td>CS-1</td>
<td>Commercial-Liquor Sales</td>
</tr>
<tr>
<td>CH</td>
<td>Commercial Highway</td>
</tr>
<tr>
<td>IP</td>
<td>Industrial Park</td>
</tr>
</tbody>
</table>

https://www.austintexas.gov/page/zoning-districts
### Combining Zoning Districts

The following are special districts that, when combined with a base zoning district, may alter permitted site development characteristics and uses permitted on a site. Combining and overlay districts are designed to achieve special goals such as downtown design, economic redevelopment and parkland protection.

**Conditional Overlay (CO)** - Modifies and restricts the use and site development regulations authorized in the base districts. All requirements are in addition to and supplement land development code requirements. Examples include prohibiting permitted uses authorized in a base district, increasing minimum lot sizes, decreasing FAR etc.

**Neighborhood Conservation Combining District (NCCD)** - Preserves and protects older neighborhoods by allowing modifications to applicable development regulations in accordance with a neighborhood plan, which for NCCDs is intended to protect neighborhoods that were substantially built out over 30 years ago.

**Capitol View Corridor Combining District (CVC)** - Are applied in combination with the various base districts to limit the height of structures within selected corridors which represent the remaining significant, publicly accessible views of the State Capitol Building of Texas, so that those views may be protected and preserved.

**Planned Development Area Combining District (PDA)** - Is intended for combination with selected commercial and industrial base districts, in order to modify base district provisions as necessary to allow for appropriate industrial and commercial uses or to reflect the terms of the PDA agreement following annexation of properties subject to the agreement.

**Waterfront Overlay Combining District (WO)** - Reflects the goals and policies set forth in the Town Lake Corridor Study adopted by the City Council on October 24, 1985. The District is designed and intended to provide a more harmonious interaction and transition between urban development and the park land and shoreline of Town Lake and the Colorado River. There are 15 different subdistricts within the Waterfront.

**Mixed Use Combining District (MU)** - Is intended to combine with selected base districts, to permit any combination of office, retail, commercial, and residential uses within a single development. The MU combining district is intended for use in combination with the NO base district only when its use will further the purposes and intent of the NO base district. Other acceptable districts are Limited Office (LO), General Office (GO), Limited Retail (LR), Community Commercial (GR), General Commercial Services (CS), Commercial Liquor Sales (CS-1).

**Central Urban Redevelopment (CURE)** - Is a zoning district for the downtown area and several commercial corridors east of IH 35. The purpose of this recently added zoning district is to provide flexibility and incentives for development within the designated boundaries, including changes to site development standards and waivers from development fees with one application.

**Downtown Overlay Combining District** - Is intended for combination with the CBD and DMU base districts in order to protect and enhance identified unique features of downtown Austin and peripheral areas.

**Capitol Dominance Combining District (CDZ)** - Is intended for combination with selected base districts in order to protect the visual and symbolic significance of the State Capitol by keeping buildings in close proximity of the Capitol from dominating the structure. This district includes all land within a one-fourth mile radius of the State Capitol dome.

**Congress Avenue Combining District (CAZ)** - Is intended for combination with the CBD and DMU base districts in order to protect the historic character and symbolic significance of Congress Avenue and to enhance the pedestrian environment along this unique downtown corridor.

**Sixth/Pecan Street Combining District (PSZ)** - Is intended for combination with the CBD and DMU base districts in order to protect the historic character of East Sixth/Pecan Street and to enhance the pedestrian orientation of this unique urban area.

**Downtown Parks Combining District (DPZ)** - Is intended for combination with the CBD and DMU base districts, in order to enhance the pedestrian use and vitality of downtown parks and to establish a unique urban design identity associated with these public open spaces. The DP combining district includes all land within 60 feet of the public right-of-way surrounding Brush Square.

**Downtown Creeks Combining District (DCZ)** - Is intended for combination with the CBD and DMU base districts in order to promote public accessibility and pedestrian use along downtown creeks, and to protect and enhance the scenic character of these creek corridors.

**Convention Center Combining District** - Is intended to protect and enhance the health, safety, and welfare of the public, to promote pedestrian activity and vitality in the Convention Center area, and to protect the existing character of the area.
AN ORDINANCE REZONING AND CHANGING THE ZONING MAP FOR THE PROPERTY LOCATED AT 413 NAVASOTA STREET IN THE EAST CESAR CHAVEZ NEIGHBORHOOD PLAN AREA FROM TRANSIT ORIENTED DEVELOPMENT-NEIGHBORHOOD PLAN (TOD-NP) COMBINING DISTRICT TO TRANSIT ORIENTED DEVELOPMENT-CENTRAL URBAN REDEVELOPMENT-NEIGHBORHOOD PLAN (TOD-CURE-NP) COMBINING DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from transit oriented development-neighborhood plan (TOD-NP) combining district to transit oriented development-central urban redevelopment-neighborhood plan (TOD-CURE-NP) combining district on the property described in Zoning Case No. C14-2016-0051, on file at the Planning and Zoning Department, as follows:

Description of 0.873 of one acre (38,036 square feet) of land, more or less, being all of Lots 7 through 12, Block No. 1, R.H. Peck Subdivision, a subdivision of record in Book 5, Page 551, Plat Records, Travis County, Texas, same being out that tract of land described in Parcel 7 in a deed to Capital Metropolitan Transportation Authority, of record in Volume 10703, Page 972, Real Property Records, Travis County, Texas; said 0.873 of one acre being more particularly described by metes and bounds in Exhibit “A” incorporated into this ordinance (the “Property”),

locally known as 413 Navasota Street in the City of Austin, Travis County, Texas, generally identified in the map attached as Exhibit “B”.

PART 2. Density and height bonus

A. The Property is participating in the density and height bonus program established in the Plaza Saltillo Transit Oriented Development Regulating Plan, (Ordinance Nos. 20081211-082 and 20130425-106, the “Plan”), section 4.3.3 (Density and Height Bonus). As detailed in this ordinance, development of the Property (the “Project”) is granted the site development and building height waivers in section 4.3.3 B of the Plan; shall provide affordable housing under
section 4.3.3 C of the Plan; and shall provide fee-in-lieu of affordable housing under section 4.3.3 D of the Plan.

B. One hundred affordable units, of which two must have two bedrooms, will be constructed as part of the development of the Property subject to this ordinance.

C. The Property Owner shall make additional residential rental units available to be subsidized by the City as affordable units under the terms of section 4.3.3 C 4. b. ii. of the Plan until commencement of construction of the Project.

D. The Property Owner shall pay a fee-in-lieu of providing on-site affordable housing units for the additional non-residential square footage above the 2:1 floor-to-area ratio (the “Bonus Square Footage”). The amount of the fee-in-lieu shall be calculated by Neighborhood Housing and Community Department (“NHCD”) based upon the Bonus Square Footage. A certificate of occupancy may not be issued until:

1. The Bonus Square Footage is calculated, certified, and submitted to NHCD, Attention: Real Estate and Development Division, and

2. The fee is paid to NHCD.

E. In this section, MFI means the median family income for the Austin-Round Rock metropolitan statistical area, as determined annually by the United States Department of Housing and Urban Development. The affordable housing units on the Property shall be set aside for occupancy by households with incomes at or below 30%, 50%, and 60%, resulting in an average of at or below 50% MFI for all affordable units.

PART 3. The site development regulations for the Property within the boundaries of the CURE combining district established by this ordinance are modified as follows:

A. The maximum height of a building or structure on the Property shall be limited to 68 feet and no more than 5 stories.

PART 4. The Property is subject to Ordinance No. 20081211-082 that established zoning for the East Cesar Chavez Neighborhood Plan.

PART 5. Except as specifically restricted under this ordinance, the Property may be developed and used in accordance with the regulations established for the transit oriented development (TOD) district, the central urban redevelopment (CURE) combining district and other applicable requirements of the City Code.
PART 6. This ordinance takes effect on March 13, 2017.

PASSED AND APPROVED

March 2, 2017

APPROVED:
Anne L. Morgan
City Attorney

ATTEST:
Jannette S. Goodall
City Clerk

Steve Adler
Mayor
FIELD NOTES FOR 0.873 ACRES OF LAND

DESCRIPTION OF 0.873 OF ONE ACRE (38,036 SQUARE FEET) OF LAND, MORE OR LESS, BEING ALL OF LOTS 7 THROUGH 12, BLOCK NO. 1, R.H. PECK SUBDIVISION, A SUBDIVISION OF RECORD IN BOOK 5, PAGE 551, PLAT RECORDS, TRAVIS COUNTY, TEXAS, SAME BEING OUT OF THAT TRACT OF LAND DESCRIBED AS PARCEL 7 IN A DEED TO CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, OF RECORD IN VOLUME 10703, PAGE 972, REAL PROPERTY RECORDS, TRAVIS COUNTY, TEXAS; SAID 0.873 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found cap at the northeast corner of this tract, said Lot 7, and said Capital Metropolitan Transportation Authority (CapMetro) Parcel 7 tract, same being in the west line of Onion Street and the south line of Fifth Street, said point of beginning having a State Plane Coordinate, Texas Central Zone, NAD83 (96CORS) grid value of N=10,068,797.34, E=3,119,008.54;

THENCE, with the east line of this tract, said Lot 7, and said CapMetro Parcel 7 tract and the west line of Onion Street, S20°45'27"W 132.35 feet to a mag nail found at the southeast corner of this tract, said Lot 7, and said CapMetro Parcel 7 tract, same being in the north line of a 20 foot alley;

THENCE, with the south line of this tract, said Lots 7 through 12, and said CapMetro Parcel 7 tract and the north line of said 20 foot alley, N69°39'23"W 287.69 feet to a 1/2" iron rod found with cap at the southwest corner of this tract, said Lot 12, and said CapMetro Parcel 7 tract, same being in the east line of Navasota Street;

THENCE, with the west line of this tract, said Lot 12, and said CapMetro Parcel 7 tract and the east line of Navasota Street, N20°45'50"E, passing at 2.47 feet a 1/2" iron rod found, continuing 129.62 for a total of 132.09 feet to a mag nail found at the northwest corner of this tract, said Lot 12, and said CapMetro Parcel 7 tract, same being in the south line of Fifth Street, from which a 1/2" iron rod found at the northeast corner of CapMetro Parcel 7 tract in said CapMetro deed recorded in said Volume 10703, Page 972, bears N69°42'29"W 40.00 feet;
THENCE, with the north line of this tract, said Lots 12 through 7, and said CapMetro Parcel 7 tract and the south line of Fifth Street, S69°42'29"E 287.68 feet to the POINT OF BEGINNING and containing 0.873 of one acre, more or less, within these metes and bounds.

Bearing Basis Note

The bearings described herein are based on the Texas State Plane Coordinate System, Central Zone, NAD83 (96CORS) Datum.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.
3301 Hancock Dr., Ste. 6
Austin, TX 78731 (512) 451-8591
TBPLS Firm# 1009550

Chris Conrad, Reg. Professional Land Surveyor No. 5623 Date 12/10/15

Note: This copy of this description is not valid unless an original signature through an original seal appears on its face. There is a plat to accompany this description

Descriptions 2014/Plaza Salkillo/Tract C
Issued 12/10/15

AUSTIN GRID J-22
SKETCH TO ACCOMPANY DESCRIPTION OF 0.873 AC. OR 38,036 SQ. FT. OF LAND OUT OF LOTS 7-12, BLOCK NO. 1, R.H. PECK SUBDIVISION, AUSTIN, TRAVIS COUNTY, TEXAS.

SCALE 1" = 50'

FIFTH STREET
(PINE STREET)
(50' R.O.Y.)

GRID COORDINATES
N=10,068,797.34
E=3,119,008.54

P.O.B.

BLOCK NO. 1
R. H. PECK SUBDIVISION
BK. 5, PG. 561
P.R.T.C.

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
VOL. 10703, PG. 972
R.P.R.T.C.
(PARCEL 7)

LOT 12
LOT 11
LOT 10
LOT 9
LOT 8
LOT 7

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6

TOM STRUTZ & ASSOCIATES
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

AUSTIN GRID: J-22
JOB NO: 15-040
SKETCH TO ACCOMPANY DESCRIPTION OF 0.873 AC. OR 38,036 SQ. FT. OF LAND OUT OF LOTS 7-12, BLOCK NO. 1, R.H. PECK SUBDIVISION, AUSTIN, TRAVIS COUNTY, TEXAS.

NOTES:
1. THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83 (96 CORS) DATUM.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN OWNERSHIP AND EASEMENT REPORT.
3. REFERENCE TO THE OUTLOT OF DIVISION "O" SHOWN HEREON ARE FROM THE "TOPOGRAPHICAL MAP OF THE GOVERNMENT TRACT ADJOINING THE CITY OF AUSTIN", DATED JANUARY, 1840, ON FILE WITH THE GENERAL LAND OFFICE OF THE STATE OF TEXAS.

LEGEND

- 1/2" IRON ROD FOUND WITH CAP
- 1/2" IRON ROD SET WITH CAP "MCGRAY McGRAY"
- MAG NAIL FOUND
- 1/2" IRON ROD FOUND (EXCEPT AS NOTED)
- CALCULATED POINT
- (XXX) RECORD INFORMATION
- N.T.S. NOT TO SCALE
- P.O.B. POINT OF BEGINNING
- P.R.T.C. PLAT RECORDS TRAVIS COUNTY
- R.P.R.T.C. REAL PROPERTY RECORDS
- TRAVIS COUNTY
- O.P.R.T.C. OFFICIAL PUBLIC RECORDS
- TRAVIS COUNTY

12/10/15

McGRAY & McGRAY
LAND SURVEYORS, INC.
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591

AUSTIN GRID#: J-22
JOB NO.: 15-040

PAGE 4 OF 4
SURVEYED BY: ISSUED: 12/10/15
This map complies with FEMA’s standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA’s basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/1/2019 at 2:13:09 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
### School Assignment by Residential Address

<table>
<thead>
<tr>
<th>Year</th>
<th>2019–2020</th>
<th>2018–2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade</td>
<td>1st Grade</td>
<td>1st Grade</td>
</tr>
<tr>
<td>ZIP Code</td>
<td>78702</td>
<td>78702</td>
</tr>
<tr>
<td>Street Name</td>
<td>East 5th St</td>
<td>East 5th St</td>
</tr>
<tr>
<td>Street Number</td>
<td>800 – 1599</td>
<td>800 – 1599</td>
</tr>
</tbody>
</table>

### 2019–2020 Assignment for

800–1599 East 5th St, Austin, TX 78702

Sanchez Elementary
73 San Marcos St
Austin, TX 78702
(512) 414-4423
Pre-kindergarten – 5th grade
Azucena Garcia, principal
## School Assignment by Residential Address

<table>
<thead>
<tr>
<th>Year</th>
<th>Grade</th>
<th>ZIP Code</th>
<th>Street Name</th>
<th>Street Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019–2020</td>
<td>6th Grade</td>
<td>78702</td>
<td>East 5th St</td>
<td>800 – 1599</td>
</tr>
</tbody>
</table>

### 2019–2020 Assignment for

800–1599 East 5th St, Austin, TX 78702

#### Martin Middle

1601 Haskell St  
Austin, TX 78702  
(512) 414–3243  
6th – 8th grade  
Monica De La Garza-Conness, principal

---

<table>
<thead>
<tr>
<th>Year</th>
<th>Grade</th>
<th>ZIP Code</th>
<th>Street Name</th>
<th>Street Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019–2020</td>
<td>10th Grade</td>
<td>78702</td>
<td>East 5th St</td>
<td>800 – 1599</td>
</tr>
</tbody>
</table>

### 2019–2020 Assignment for

800–1599 East 5th St, Austin, TX 78702

#### Austin High

1715 W Cesar Chavez St  
Austin, TX 78703  
(512) 414–2505  
9th – 12th grade  
Amy Taylor, principal
### Texas Education Agency

#### 2018 Accountability Ratings Overall Summary

**SANCHEZ EL (227901127) - AUSTIN ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Overall</strong></td>
<td></td>
<td>78</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td>71</td>
<td>Met Standard</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>42</td>
<td>71</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>68</td>
<td>69</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 98.4%)</td>
<td>42</td>
<td>80</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td>60</td>
<td>73</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

### Distinction Designations

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

#### 2018 Accountability Ratings Overall Summary

**MARTIN MIDDLE (227901051) - AUSTIN ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Component Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td></td>
<td>64</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Student Achievement</td>
<td></td>
<td>57</td>
<td>Improvement Required</td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>29</td>
<td>57</td>
<td></td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>School Progress</td>
<td></td>
<td>63</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>62</td>
<td>60</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 93.1%)</td>
<td>29</td>
<td>63</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Closing the Gaps</td>
<td>21</td>
<td>66</td>
<td>Met Standard</td>
</tr>
</tbody>
</table>

#### Distinction Designations

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

**2018 Accountability Ratings Overall Summary**

**AUSTIN H S (227901002) - AUSTIN ISD**

<table>
<thead>
<tr>
<th>Component</th>
<th>Score</th>
<th>Scaled Score</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall</td>
<td>89</td>
<td>Met Standard</td>
<td></td>
</tr>
<tr>
<td><strong>Student Achievement</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>STAAR Performance</td>
<td>62</td>
<td>91</td>
<td>Met Standard</td>
</tr>
<tr>
<td>College, Career and Military Readiness</td>
<td>78</td>
<td>95</td>
<td></td>
</tr>
<tr>
<td>Graduation Rate</td>
<td>97.8</td>
<td>90</td>
<td></td>
</tr>
<tr>
<td><strong>School Progress</strong></td>
<td></td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Academic Growth</td>
<td>67</td>
<td>76</td>
<td>Met Standard</td>
</tr>
<tr>
<td>Relative Performance (Eco Dis: 24.0%)</td>
<td>70</td>
<td>83</td>
<td>Met Standard</td>
</tr>
<tr>
<td><strong>Closing the Gaps</strong></td>
<td></td>
<td>71</td>
<td>81</td>
</tr>
</tbody>
</table>

#### Distinction Designations

- **ELA/Reading** Earned
- **Mathematics** Not Earned
- **Science** Not Earned
- **Social Studies** Not Earned
- **Comparative Academic Growth** Not Earned
- **Postsecondary Readiness** Earned
- **Comparative Closing the Gaps** Not Earned
1. Opportunity Index (Competitive HTC and Direct Loan Applications Only) [10 TAC §11.9(c)(4) and 10 TAC §13.6(1)]

[ ] Development Site is located entirely within a census tract that has a poverty rate that is less than 20% or that is less than the median poverty rate for the region, whichever is higher.

[ ] The census tract has a median household income rate in the two highest quartiles within the region (2 points).

[ ] 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)
- public transportation route (1 point)
- indoor recreation facility available to public (1 point)
- outdoor recreation facility available to public (1 point)
- health-related facility (1 point)(3 miles)
- licensed center serving children (1 point)(2 miles)
- public library (1 point)(1 mile)
- community, civic or service organization (1 point)(1 mile)
- university or community college (1 point)(5 miles)

[ 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.

[ 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: 0

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

N/A

2/26/2019
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);

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

- 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).

<table>
<thead>
<tr>
<th>Application is seeking points for Underserved Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2</td>
</tr>
</tbody>
</table>

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.

- AND

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

- OR

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

<table>
<thead>
<tr>
<th>Application is seeking points for Proximity to the Urban Core.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5</td>
</tr>
</tbody>
</table>

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

- Region:  
  
  Urban

- Yes Application is claiming points for a Concerted Revitalization Plan ("CRP").

- No points were claimed for Opportunity Index.

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

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

<table>
<thead>
<tr>
<th>Application is seeking points for Concerted Revitalization.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>7</td>
</tr>
</tbody>
</table>

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).

<table>
<thead>
<tr>
<th>Application is seeking points for Declared Disaster Area.</th>
<th>Total Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10</td>
</tr>
</tbody>
</table>
6. **Readiness to Proceed in Disaster Impacted Counties (Competitive HTC Applications ONLY) [10 TAC §11.9(c)(8)]**

N/A 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
<table>
<thead>
<tr>
<th>n/a</th>
<th>Opportunity Index (Competitive HTC and Direct Loan Only)</th>
<th>![Marker]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries; and contours of census tract with evidence of no physical barriers between the tracts</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>Map(s) of Community Assets with Development, radius, and each asset labeled</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>Distances are measured from the nearest boundary of the Development Site to the nearest boundary of the property or easement containing the facility, unless otherwise noted. All measurements include ingress/egress and any easements</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>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.</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>Print-out from DFPS website confirming daycare licensed to serve relevant age groups</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>(<a href="http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp">http://www.dfps.state.tx.us/Child_Care/Search_Texas_Child_Care/ppFacilitySearchDayCare.asp</a>)</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>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</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>(<a href="https://www.neighborhoodscout.com">https://www.neighborhoodscout.com</a>)</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>Print-out from THECB website confirming accreditation of university or community college</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.txhighereddata.org/Interactive/Institutions.cfm">http://www.txhighereddata.org/Interactive/Institutions.cfm</a></td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>Evidence amenity is operational or has started site work (for instance: website postings, news paper ads, etc.); evidence of costs or membership fees, age restrictions, as applicable</td>
<td>![Marker]</td>
</tr>
<tr>
<td>n/a</td>
<td>Evidence of Underserved Area (Competitive HTC and Direct Loan Only)</td>
<td>![Marker]</td>
</tr>
<tr>
<td>n/a</td>
<td>Evidence from Attorney General of Colonia boundaries; and</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td><a href="https://www.texasattorneygeneral.gov/cpd/colonias">https://www.texasattorneygeneral.gov/cpd/colonias</a></td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>Letter from the appropriate local government official or other evidence that the colonia lacks infrastructure and the Development will enable the current dwellings to connect to such infrastructure; and</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries relative to Colonia boundaries, and distance from Rio Grande river border.</td>
<td>![Marker]</td>
</tr>
<tr>
<td>n/a</td>
<td>For Economically Distressed Areas:</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>A letter or correspondence from Texas Water Development Board indicating the boundaries of the EDA; and</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>Map showing development site boundaries, relative to EDA boundaries.</td>
<td>![Marker]</td>
</tr>
<tr>
<td>n/a</td>
<td>For other items:</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>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</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm">http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm</a></td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>Map with Development Site boundaries indicated, relative to census tract boundaries</td>
<td>![Marker]</td>
</tr>
<tr>
<td></td>
<td>Map with census tract boundaries indicated, relative to boundaries of incorporated area, if applicable.</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>Map with all contiguous census tracts, if applicable</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>Proximity to Urban Core (Competitive HTC Only)</td>
<td>![Marker]</td>
</tr>
<tr>
<td>x</td>
<td>Map with the appropriate radius, City Hall location, and evidence of meetings regularly scheduled for City Council, City Commission, or similar governing body.</td>
<td>![Marker]</td>
</tr>
</tbody>
</table>
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 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.
<table>
<thead>
<tr>
<th>No.</th>
<th>Amenity</th>
<th>Amenity Name</th>
<th>Address</th>
<th>Proximity</th>
<th>Point Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Full Service Grocery</td>
<td>HEB</td>
<td>2701 E 7th St, Austin, TX 78702</td>
<td>5,179.75 ft</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Pharmacy</td>
<td>HEB Pharmacy</td>
<td>2701 E 7th St, Austin, TX 78702</td>
<td>5,179.75 ft</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Public Transportation</td>
<td>Plaza Saltillo Station</td>
<td>Southwest corner of 5TH and Comal Street</td>
<td>adjacent</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Indoor Recreation</td>
<td>Pan AM Rec Center</td>
<td>2100 E 3rd St, Austin, TX 78702</td>
<td>2,932.57 ft</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Outdoor Recreation</td>
<td>Comal Pocket Park</td>
<td>300 Comal St, Austin, TX 78702</td>
<td>656.56 ft</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Health Related Facility</td>
<td>Dell Seton Medical Center</td>
<td>1500 Red River Street, Austin, TX 78701</td>
<td>1 mile</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Childcare</td>
<td>Sanchez EL Extend A Care</td>
<td>73 San Marcos St, Austin, TX 78702</td>
<td>2,472.14 ft</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Public Library</td>
<td>Terrazas Branch, Austin Public Library</td>
<td>1105 E Cesar Chavez St, Austin, TX 78702</td>
<td>1,751.39 ft</td>
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<tr>
<td>9</td>
<td>Community Service Org</td>
<td>Mt Olive Baptist Church</td>
<td>1800 E 11th St, Austin, TX 78702</td>
<td>2,834.95 ft</td>
<td>1</td>
</tr>
<tr>
<td>10</td>
<td>University</td>
<td>University of Texas at Austin</td>
<td>110 Inner Campus Drive, Austin, TX 78705</td>
<td>1.3 mi</td>
<td>1</td>
</tr>
</tbody>
</table>

**Total** | **10**
7th Street H-E-B

Mon-Sun: 06:00 AM - 12:00 AM
Store Phone: (512) 478 - 7328
Pharmacy Phone: (512) 478 - 8086

Weekly Ad | Coupons | Make My H-E-B Store

Delivery
Order online for delivery to your door.

Pharmacy
Pharmacy Phone: (512) 478 - 8086
Mon-Fri: 09:00 AM - 06:00 PM
Sat: 09:00 AM - 06:00 PM
Sun: 10:00 AM - 05:00 PM

Compounding
Delivery
Drive Thru
Immunizations
Pharmacy

Available Store Services
Bakery
Scratch Bakery
Tortilleria
Flower Shop
Floral
Meat Market
Custom Meat Cutting
Grass Fed Beef
Organic Meat
Prime Beef
Produce
Fresh Guacamole
Seafood
Gulf Shrimp
Wild Alaska
Store Services
Bissell Green Carpet Cleaner
Business Center
Coin Star

Store Layout

2701 EAST 7TH
AUSTIN, TX 78702-3907
Corporate #405

Nearby Stores

Riverside H-E-B plus!
2508 EAST RIVERSIDE DRIVE
AUSTIN, TX 78741-3037
Store Phone: (512) 443 - 3544
Store Hours: Mon-Sun 06:00 AM - 12:00 AM
Pharmacy Phone: (512) 443 - 3353
Pharmacy Hours:
Mon-Fri 09:00 AM - 09:00 PM
Sat 09:00 AM - 08:00 PM
Sun 10:00 AM - 05:00 PM
Curbside Pickup

Hancock Center H-E-B
1000 EAST 41 ST.
AUSTIN, TX 78751-4810
Store Phone: (512) 459 - 6513
Store Hours: Mon-Sun 12:00 AM - 12:00 AM
Pharmacy Phone: (512) 459 - 8308
Curbside Pickup

SIGN UP FOR EMAIL UPDATES
Sign up to receive exclusive email-only savings and information.

Enter your email address

Company
Find a Store
About Us
Careers
Community
Newsroom
Corporate Responsibility

Our Services
Curbside & Home Delivery
Ship to Home
Order Ahead: Cakes & Party Trays
Pharmacy
Restaurants
Business Center

Customer Service
Contact Us
Feedback
Help & FAQs
Coupon Policy
Refund Policy
Product Recalls

Amenity #1 and 2: Grocery and Pharmacy
### Plaza Saltillo Station

**STOP ID: 5535** | **SOUTHWEST CORNER OF 5TH AND COMAL - MID-BLOCK**

![Station Image](https://maps.google.com/maps/@30.262317,-97.7275069,5.17a,6.79y,2o,7.72p?hl=en&cbp=1,202...)

**View on Google Maps**

All times are estimated. Please arrive at your stop 5 to 10 minutes early.

<table>
<thead>
<tr>
<th><strong>Rail Friday Night</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Route 550 - TO LEANDER, Northbound</strong></td>
</tr>
<tr>
<td>6:59am 7:35am 8:18am 8:57am 9:37am 10:27am 11:39am 12:37pm 1:36pm 2:35pm 3:34pm 4:10pm 4:42pm 5:02pm 5:26pm 5:34pm 6:10pm 6:45pm 7:20pm 8:37pm 9:47pm</td>
</tr>
<tr>
<td>10:57pm 11:32pm 12:33am</td>
</tr>
</tbody>
</table>

| **Route 550 - TO DOWNTOWN, Southbound** |
| 6:46am 7:18am 7:49am 8:33am 9:41am 9:50am 10:26am 11:25am 12:26pm 1:25pm 2:24pm 3:23pm 4:23pm 5:03pm 5:47pm 6:23pm 6:58pm 8:19pm 8:53pm |
| 10:01pm 11:10pm 12:20am |

<table>
<thead>
<tr>
<th><strong>Saturday SE 10 TO 2:30am</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Route 550 - TO LAKELINE, Northbound</strong></td>
</tr>
<tr>
<td>4:44pm 5:18pm 5:52pm 6:26pm 7:00pm 7:34pm 8:08pm 8:42pm 9:16pm 9:50pm 10:24pm</td>
</tr>
<tr>
<td>10:58pm 11:32pm 12:06am 12:40am 1:14am 1:48am 2:33am</td>
</tr>
</tbody>
</table>

| **Route 550 - TO DOWNTOWN, Southbound** |
| 4:24pm 5:32pm 6:06pm 6:40pm 7:14pm 7:48pm 8:22pm 8:56pm 9:30pm 10:04pm |
| 10:38pm 11:12pm 11:46pm 12:20am 12:54am 1:28am 2:02am |

<table>
<thead>
<tr>
<th><strong>Saturday Rail</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Route 550 - TO LAKELINE, Northbound</strong></td>
</tr>
<tr>
<td>4:44pm 5:18pm 5:52pm 6:26pm 7:00pm 7:34pm 8:08pm 8:42pm 9:16pm 9:50pm 10:24pm 10:58pm 11:32pm 12:06am</td>
</tr>
</tbody>
</table>

| **Route 550 - TO DOWNTOWN, Southbound** |
| 4:24pm 5:32pm 6:06pm 6:40pm 7:14pm 7:48pm 8:22pm 8:56pm 9:30pm 10:04pm 10:38pm 11:12pm 11:46pm |

<table>
<thead>
<tr>
<th><strong>Weekday Special Event - 2:30am</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Route 550 - TO LEANDER, Northbound</strong></td>
</tr>
<tr>
<td>6:59am 7:35am 8:18am 8:57am 9:37am 10:37am 11:38am 12:37pm 1:36pm 2:35pm 3:34pm 4:10pm 4:42pm 5:02pm 5:26pm 5:34pm 6:10pm 6:45pm 7:20pm 8:37pm 9:47pm</td>
</tr>
<tr>
<td>10:57pm 11:32pm 12:33am 1:48am 2:32am</td>
</tr>
</tbody>
</table>

| **Route 550 - TO DOWNTOWN, Southbound** |
| 6:46am 7:18am 7:49am 8:33am 9:41am 9:50am 10:26am 11:25am 12:26pm 1:25pm 2:24pm 3:23pm 4:23pm 5:03pm 5:47pm 6:23pm 6:58pm 8:19pm 8:53pm |
| 10:01pm 11:10pm 12:20am 1:27am 2:03am |

---

**https://www.capmetro.org/stopdetail/index.php?stop=5535**
### Saturday Rail 10:00am to Midnight

<table>
<thead>
<tr>
<th>Route 550 - TO LAKELINE, Northbound</th>
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</thead>
<tbody>
<tr>
<td>07:00am 08:00am 09:00am 10:00am 11:00am 12:00pm 01:00pm 02:00pm 03:00pm 04:00pm 05:00pm 06:00pm 07:00pm 08:00pm 09:00pm 10:00pm 11:00pm</td>
</tr>
<tr>
<td>Route 550 - TO DOWNTOWN, Southbound</td>
</tr>
<tr>
<td>06:46am 07:15am 07:48am 08:15am 08:41am 09:16am 09:50am 10:26am 11:16am 12:26pm 12:56pm 01:25pm 02:24pm 03:23pm 04:23pm 05:03pm 05:47pm 06:23pm</td>
</tr>
</tbody>
</table>

### RED LINE 7 TRAIN FRI SPECIAL

<table>
<thead>
<tr>
<th>Route 550 - TO LEANDER, Northbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>06:59am 07:35am 08:18am 08:57am 09:37am 10:37am 11:38am 12:37pm 01:36pm 02:35pm 03:34pm 04:10pm 04:42pm 04:50pm 05:26pm 05:34pm 06:10pm 06:45pm</td>
</tr>
<tr>
<td>Route 550 - TO DOWNTOWN, Southbound</td>
</tr>
<tr>
<td>06:46am 07:15am 07:48am 08:15am 08:41am 09:16am 09:50am 10:26am 11:16am 12:26pm 12:56pm 01:25pm 02:24pm 03:23pm 04:23pm 05:03pm 05:47pm 06:23pm</td>
</tr>
</tbody>
</table>

### 6TRAIN MON to THURS

<table>
<thead>
<tr>
<th>Route 550 - TO LEANDER, Northbound</th>
</tr>
</thead>
<tbody>
<tr>
<td>06:59am 07:35am 08:18am 08:57am 09:37am 10:37am 11:38am 12:37pm 01:36pm 02:35pm 03:34pm 04:10pm 04:42pm 04:50pm 05:26pm 05:34pm 06:10pm 06:45pm</td>
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<tr>
<td>Route 550 - TO DOWNTOWN, Southbound</td>
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<tr>
<td>06:46am 07:15am 07:48am 08:15am 08:41am 09:16am 09:50am 10:26am 11:16am 12:26pm 12:56pm 01:25pm 02:24pm 03:23pm 04:23pm 05:03pm 05:47pm 06:23pm</td>
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### 6TRAIN FRIDAY

<table>
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<tr>
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<tbody>
<tr>
<td>06:59am 07:35am 08:18am 08:57am 09:37am 10:37am 11:38am 12:37pm 01:36pm 02:35pm 03:34pm 04:10pm 04:42pm 04:50pm 05:26pm 05:34pm 06:10pm 06:45pm 07:20pm 08:37pm 09:47pm</td>
</tr>
<tr>
<td>Route 550 - TO DOWNTOWN, Southbound</td>
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<tr>
<td>06:46am 07:15am 07:48am 08:15am 08:41am 09:16am 09:50am 10:26am 11:16am 12:26pm 12:56pm 01:25pm 02:24pm 03:23pm 04:23pm 05:03pm 05:47pm 06:23pm 06:58pm 08:19pm 08:53pm</td>
</tr>
</tbody>
</table>

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OSWALDO A.B. CANTU/PAN AMERICAN RECREATION CENTER

The Oswaldo A.B. Cantu/Pan American Recreation Center offers a variety of year-round recreation and leisure programs for youth, teens, adults, and seniors. Such activities include youth and adult sports, Youth Boxing, Totally Cool Totally Art Teen program, After School programs, Day Camps, Spring Break and Summer Camps, and Community Special Events like the Hillside Summer Concert Series, Annual Halloween Carnival, Community Thanksgiving Dinner, and Cookies with Santa. The Oswaldo A.B. Cantu/Pan American Recreation Center also offers a variety of contract classes such as our Adult Caspera Class, Ballet Folklorico, Tai-Kwon-Do, and more.

Sign Up for the Community Recreation Newsletter

Amenities include a multipurpose sports field, outdoor tennis and basketball courts, newly renovated playscape area, wading pool and hillside stage.

Contact Hours:
- Monday: 9 am - 6:45pm
- Tuesday: 9 am - 6 pm
- Wednesday: 9:30am - 4:30pm
- Thursday: 9 am - 6 pm
- Friday: 9:00am - 6:45pm
- Saturday: 10:00am - 5:45pm

Programs
- Totally Cool Totally Art

Staff
- Site Supervisor: Janet Moore
- Program Specialist: Michael Harweth
- Program Specialist: Mia Williams
- Program Specialist: Johnny Saldana
- Building & Grounds Assistant: Frank Ferron

Historical Information

In June 1942, the first and only Latin-American Center was opened at 3rd and Comal Streets. The center was run under the auspices of the Federated Latin-American Club and directed by the Austin Recreation Department. A contest was later held to name the facility, and the winning name chosen by the executive committee was the "Pan American Recreation Center." On September 7, 1956, a new Pan American Recreation Center was formally dedicated at 2100 East 3rd Street, just west of the old location and where it currently exists today. The building adjoins Zavala School and was built at a cost of $165,261. The Hillside Theater was later built and completed in June 1958.

PHOTO GALLERY
PARK DIRECTORY

Download the Park Directory for a PDF version of the information below. Parks are listed alphabetically. Select a park’s address to view a map and get directions to the park.

*Indicates an area that is not owned but maintained by the Parks and Recreation.

**Indicates an area that is owned by Parks and Recreation, but a portion of property/lot of the property is leased out and not for public use.

All Nature Preserves do not allow dogs on-leash or off-leash.

Contact District Managers: Joe Diaz, Jimmy Cone and Alberto Perez

<table>
<thead>
<tr>
<th>Address</th>
<th>District</th>
<th>Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin/YMCA North Austin Community Recreation Center</td>
<td>Northwest</td>
<td>Alberto Perez</td>
</tr>
<tr>
<td>1600 W Rundberg Ln., Austin, Texas 78758</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Civilian Neighborhood Park</td>
<td>Northeast</td>
<td>Jimmy Cone</td>
</tr>
<tr>
<td>513 Vargas Rd., Austin, Texas 78741</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Colony Park District Park**</td>
<td>Northeast</td>
<td>Jimmy Cone</td>
</tr>
<tr>
<td>7400 Loyola Ln., Austin, Texas 78724</td>
<td></td>
<td></td>
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<tr>
<td>Colorado River Greenbelt</td>
<td>Northeast</td>
<td>Jimmy Cone</td>
</tr>
<tr>
<td>7503 Shelton Rd., Austin, Texas 78725</td>
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<tr>
<td>Colorado River Wildlife Sanctuary</td>
<td>Northeast</td>
<td>Jimmy Cone</td>
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<tr>
<td>5627 Levander Loop, Austin, Texas 78702</td>
<td></td>
<td></td>
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<tr>
<td>Colorado Walnut Greenbelt</td>
<td>Northeast</td>
<td>Jimmy Cone</td>
</tr>
<tr>
<td>8001 Deluau Ln., Austin, Texas 78725</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comal Pocket Park</td>
<td>Northeast</td>
<td>Jimmy Cone</td>
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<tr>
<td>300 Comal St., Austin, Texas 78702</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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</tbody>
</table>
Dell Seton Medical Center at The University of Texas

About Dell Seton

Dell Seton Medical Center at The University of Texas is the primary teaching hospital for Dell Medical School at The University of Texas at Austin, and anchors a new healthcare innovation zone in downtown Austin.

Dell Seton Medical Center at The University of Texas is a teaching hospital and the centerpiece of a new health district in downtown Austin. It's so much more than just a new building. From day one, the medical center has redefined the future of healthcare in our community.

What's a Teaching Hospital?

Dell Seton is one of four teaching hospitals for Dell Medical School at The University of Texas at Austin, which will be built around the new hospital. As a teaching hospital, the medical center trains and attracts more talented and specialized doctors to the Austin area, improving care throughout Central Texas. At this new Seton hospital and three existing ones (Seton Medical Center Austin, Seton Shoal Creek Hospital and Dell Children's Medical Center of Central Texas), doctors train other doctors, conduct groundbreaking research and implement new treatments. Through education, training and research, Dell Seton serves as a vital link to the future of care in our community.

Hospital Highlights

- New home for our region's only anticipated Level I Trauma Center for adults
- Approximately 577,000-square-foot facility, entirely new from the ground up
- Designed to support medical education and collaboration among doctors, nurses, researchers, staff, students, patients and families
- 211 beds in operation (including 135 Acute Care & 60 Critical Care/Universal beds), designed to add up to 135 beds in the future
- More operating rooms and more space for diagnostic and therapeutic support
- 15,000 new jobs to be created, directly and indirectly, throughout a new medical district
- Pedestrian and bike friendly campus designed to attain LEED certification as a green building

Transforming Healthcare Delivery, Consistent with Seton's

Amenity #6: Health Related Facility
Delivering the best possible care with the dignity and respect everyone deserves is a mission that dates back to 1902, when the Daughters of Charity opened the original Seton Infirmary in Austin. Building a new teaching hospital in concert with a medical school allows Seton to design in features that enhance the way doctors are taught and care is delivered.

2016 Community Health Needs Assessment | 2013 Community Health Needs Assessment

2016 Community Health Improvement Plan
Child Care Search Result Details

**Operation Details**

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

<table>
<thead>
<tr>
<th>Field</th>
<th>Details</th>
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<tbody>
<tr>
<td>Operation Number:</td>
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<tr>
<td>Operation Type:</td>
<td>Licensed Center</td>
</tr>
<tr>
<td>Program Provided:</td>
<td>School Age Program</td>
</tr>
<tr>
<td>Operation/Caregiver Name:</td>
<td>Sanchez Extend A Care</td>
</tr>
<tr>
<td>Location Address:</td>
<td>73 SAN MARCOS ST</td>
</tr>
<tr>
<td></td>
<td>AUSTIN, TX 78702</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>55 N IH 35</td>
</tr>
<tr>
<td></td>
<td>AUSTIN, TX 78702</td>
</tr>
<tr>
<td>Phone Number:</td>
<td>512-472-9402</td>
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<tr>
<td>County:</td>
<td>TRAVIS</td>
</tr>
<tr>
<td>Website Address:</td>
<td><a href="http://www.eackids.org">www.eackids.org</a></td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:info@eackids.org">info@eackids.org</a></td>
</tr>
<tr>
<td>Administrator/Director Name:</td>
<td>Ana Pardo</td>
</tr>
<tr>
<td>Type of Issuance:</td>
<td>Full Permit</td>
</tr>
<tr>
<td>Issuance Date:</td>
<td>2/19/1992</td>
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<tr>
<td>Permit Renewal Due By Date:</td>
<td>2/19/2020</td>
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<td>Conditions on Permit:</td>
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<tr>
<td>Accepts Child-Care Subsidies:</td>
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</tr>
<tr>
<td>Hours of Operation:</td>
<td>02:45 PM-06:30 PM</td>
</tr>
<tr>
<td>Days of Operation:</td>
<td>Monday - Friday</td>
</tr>
<tr>
<td>Total Capacity:</td>
<td>24</td>
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<tr>
<td>Licensed to Serve Ages:</td>
<td>Pre-Kindergarten, School</td>
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<tr>
<td>Total Capacity:</td>
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<td>Number Of Admin Penalties:</td>
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<td>Corrective Action:</td>
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<tr>
<td>Adverse Action:</td>
<td>No</td>
</tr>
<tr>
<td>Temporarily Closed:</td>
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</tr>
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</table>

**Three Year Inspection Summary**

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

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

- In the last three years, Licensing conducted the following:
  
  7 -Inspections
  0 -Assessments
  2 -Self Reported Incidents
  0 -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, 1693 standards were evaluated for compliance at this operation.

- Of the standards evaluated 0 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:

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

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

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

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

1105 E. César Chávez St.
512-974-3625

Sunday   Closed
Monday - Thursday  10 AM - 9 PM
Friday     10 AM - 6 PM
Saturday  10 AM - 5 PM

To book a group tour or field trip at the Terrazas Branch contact us at least two weeks in advance so we can prepare for your visit.

What you will find at the Terrazas Branch:

- a meeting room
- a New Immigrant Center with computers and materials for to learn English and study for the US citizenship exam
- three Spanish speaking staff members
- outstanding collections of graphic novels for youth and adults
- a Teen Center Computer lab and regular programs for youth
- a large collection of books and audio-visual materials in Spanish for children and adults
- a large collection of DVDs for adults including classic films, cult favorites and recent releases

The Terrazas Branch is located in Council District 3 of the City of Austin.

Mobile printing is available at the Terrazas Branch. Please visit library.austintexas.gov/athprint for more information and to submit a job.

Mobile Printing - Terrazas Branch
# Terrazas Branch Events

<table>
<thead>
<tr>
<th>Event Type</th>
<th>Date &amp; Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Thursday Matinee - Black History Month</strong></td>
<td>Thursday, February 21, 2019 1:00 PM</td>
<td>Terrazas Branch</td>
</tr>
<tr>
<td><strong>Safe Space Support Group - Mondays</strong></td>
<td>Monday, February 25, 2019 1:00 PM</td>
<td>Terrazas Branch</td>
</tr>
<tr>
<td><strong>Spanish - English Storytime</strong></td>
<td>Tuesday, February 26, 2019 10:30 AM</td>
<td>Terrazas Branch</td>
</tr>
<tr>
<td><strong>Talk Time</strong></td>
<td>Tuesday, February 26, 2019 7:00 PM</td>
<td>Terrazas Branch</td>
</tr>
<tr>
<td><strong>Aural Literature - Local Poetry and Prose</strong></td>
<td>Wednesday, February 27, 2019 7:30 PM</td>
<td>Terrazas Branch</td>
</tr>
</tbody>
</table>
OUR SERVICES
We gather every Sunday and Mid-week to connect with each other and worship God through Prayer, Praise, and Proclamation.
We believe when we come together as a church family, God will use us to change the world.

WHEN WE MEET
SUNDAY
* Bible Class 9:30 am
* Morning Worship 10:45 am

WEDNESDAY
* Prayer, Praise, and Proclamation 7:00pm

WHERE WE MEET
Our Address is 1800 East 11th Street, directly across from Huston-Tillotson University. The cross streets are Salina St. and Chicon St.

WHERE TO PARK
Our parking lot is located behind our church facility at 1800 East 11th Street. We also share the parking lot with Blackshear Elementary School next door. As you approach the church, you can also park along Salina St., Chicon St., or East 11th. Our security team patrols the area around the church and would be happy to direct you to a parking spot.

(Pardon Our Dust) We have initiated the PAVE Construction Project to expand our parking facilities by 80 slots. Construction begins in December 2016.

WHAT TO EXPECT
When you visit Mount Olive (The Olive Branch) you will discover a friendly, family worship environment. We ask all of our guests to come to the Guest Center first, so that we can get to know you and make you feel at home. The Guest Center is located at the front of the church inside the main doors facing East 11th Street. Our “Greeters” will welcome you and get you ready for the Olive Branch worship experience. Sunday morning worship begins at 10:45 am. You may want to arrive around 10:30 am so that you can find parking and get seated. When you visit, feel free to come just as you are.

YOUR CHILDREN
Children are a gift from GOD and they are valued at the Olive Branch. During your visit, your children will have a great time learning about the LORD in our YOUTH CHURCH held on the 1st and 2nd Sunday of the month. YOUTH CHURCH is located in our Fellowship Hall in the education wing. Our Greeters will be happy to guide you there.

We also provide Daycare services for infants and toddlers in our nursery. If you have special needs, please let us know how we can accommodate you.
### Public Universities

**Download MS Excel Version**

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<tr>
<th>Institution</th>
<th>Administrative Officer</th>
<th>Main Telephone</th>
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<tr>
<td>Angelo State University</td>
<td>Skid J. May President</td>
<td>(325) 942-2073</td>
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<td>Lamar University</td>
<td>Kenneth Evans President</td>
<td>(409) 880-7010</td>
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<td>Midwestern State University</td>
<td>Suzanne Sibley President</td>
<td>(940) 397-0000</td>
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<td>Prairie View A&amp;M University</td>
<td>Ruth J. Smithson Interim President</td>
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<td>Sam Houston State University</td>
<td>Dana G. Hof President</td>
<td>(972) 294-1111</td>
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<td>Stephen F. Austin State University</td>
<td>Shane Westmore Interim President</td>
<td>(915) 488-2011</td>
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<td>Sul Ross State University</td>
<td>William B. Kittler President</td>
<td>(432) 837-9011</td>
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<td>Sul Ross State University Rio Grande College</td>
<td>Pedro Amezquita President</td>
<td>(956) 326-2001</td>
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<td>Michael K. Young President</td>
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<td>Texas A&amp;M University at Galveston</td>
<td>Col. Michael E. Fasum Chief Operating Officer</td>
<td>(877) 322-4443</td>
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<tr>
<td>Texas A&amp;M University System</td>
<td>John Sharp Chancellor</td>
<td>(979) 458-6000</td>
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<tr>
<td>Texas A&amp;M University-Central Texas</td>
<td>Marc Napolitano President</td>
<td>(86) 519-6000</td>
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<td>Texas A&amp;M University-Commerce</td>
<td>Mark Rudin President</td>
<td>(979) 866-6014</td>
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<td>Texas A&amp;M University-Corpus Christi</td>
<td>Kelly M. Quantrell President/CEO</td>
<td>(361) 825-6300</td>
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<td>Texas A&amp;M University-Kingville</td>
<td>Shawn H. Talbot President</td>
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<td>Cynthia Tartiere-Milan President</td>
<td>(210) 932-6299</td>
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<td>Emily F. Custer President</td>
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<td>Catina M. Flanagan President/CEO</td>
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<td>The University of Texas at Arlington</td>
<td>Valarie M. Kellher President</td>
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<td>Gregory L. Fermin President</td>
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<td>Richard C. Benson President</td>
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<td>Diana Nefiod President</td>
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<td>Taylor Eggrity President</td>
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<td>The University of Texas at Tyler</td>
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1.13 miles from Austin City Hall, 301 W 2nd St, Austin, TX 78701
Thursday, February 7, 2019

The City Council will convene at 10:00 AM on Thursday, February 7, 2019 at Austin City Hall 301 W. Second Street, Austin, TX

Mayor Steve Adler
Mayor Pro Tem Delia Garza, District 2
Council Member Natasha Harper-Madison, District 1
Council Member Sabino “Pio” Renteria, District 3
Council Member Gregorio Casar, District 4
Council Member Ann Kitchen, District 5
Council Member Jimmy Flannigan, District 6
Council Member Leslie Pool, District 7
Council Member Paige Ellis, District 8
Council Member Kathie Tovo, District 9
Council Member Alison Alter, District 10

For meeting information, contact the City Clerk, (512) 974-2210
2019 Declared Disaster Areas  
Counties Eligible under §11.9(d)(3) of the 2019 QAP  
as of November 5, 2018

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San Patricio | San Saba | Scurry | Shackelford | Sherman | Somervell | Starr | Stephens | Sterling | Stonewall | Sutton | Swisher | Tarrant | Taylor | Terry | Throckmorton |

**Note:** Travis is highlighted in green.
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>
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<tr>
<td>0.817</td>
<td>0.817</td>
<td>N/A</td>
<td>0.817</td>
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</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:

| N/A |

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>Plaza Saltillo TOD, L.P.</td>
<td>Jason Thumlert</td>
<td>500 West 5th Street, Suite 700</td>
<td>Austin</td>
<td>TX</td>
<td>78701</td>
<td>5/24/2017</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: N/A

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>
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<tr>
<td>Capital Metro</td>
<td>N/A</td>
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Site Control is in the form of:

- **X** Contract for sale.
- If Direct Loan funds are requested, contract includes required language in 10 TAC §13.5(e).
- Recorded Warranty Deed with corresponding executed closing/settlement statement.
- Contract for lease.
  - Expiration of Contract or Option: 5/1/2020
  - Anticipated Closing Date: 5/1/2020
- **X** Title Commitment or Title Policy is included behind this tab (per 10 TAC §11.204(12)).
- **X** The Property has the following encumbrance(s):

See Schedule B of Title Commitment

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:

- Evidence of an easement, leasehold, or similar documented access; and
- Evidence that the fee title owner of the property agrees that the LURA may extend to the access easement.

2/28/2019
4. **30% increase in Eligible Basis "Boost" (9% and 4% HTC Only) [10 TAC §11.4(c)]**

Development qualifies for the boost for:

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

- [ ] Development is located in a Small Area Difficult Development Area (SADDA)
- [ ] Rural Development *(Competitive HTC only)*
- [ ] Development is entirely Supportive Housing *(Competitive HTC Only)*
- [ ] Development meets the criteria for the Opportunity Index as identified in §11.9(c)(4) of the Qualified Allocation Plan *(Competitive HTC only)*
- [ ] Development 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: ____________________________

2/26/2019
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).
- [x] Title Commitment or Policy

**Ingress/Egress and Easements**
- [ ] Documentation required by 10 TAC §11.204(10)(D) is included, as applicable.

**Increase in Eligible Basis (30% Boost)**
- [ ] Resolution from the Governing Body of the appropriate municipality or county allowing the construction of the Development, if applicable.
- [x] Census tract map that includes the 11-digit census tract number and clearly shows that the proposed Development is located within a QCT, if applicable.
- [ ] SADDA map clearly showing the Development is located within the boundaries of a SADDA, if applicable.
- [ ] Census tract map 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:

Plaza Saltillo TOD, LP
500 W. 5th Street, Suite 700
Austin, Texas 78701

June 28, 2019

VIA EMAIL (janines@dmacompanies.com)
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746
Attn: Janine Sisak

Re: Future Unit at Plaza Saltillo

Dear Ms. Sisak:

We’ve enclosed a copy of (i) a title commitment from Capstone Title, LLC, evidencing that Plaza Saltillo TOD, LP, a Delaware limited partnership, owns the Future Unit described in the Condominium Declaration for Plaza Saltillo TOD Condominium, recorded under Instrument No. 2018199554 in the Official Public Records of Travis County, Texas; and (ii) the assignment and sublease provisions from the underlying ground lease, which in substance evidences Plaza Saltillo TOD, LP’s right to partially assign the ground lease in order to effectuate a conveyance of the Future Unit.

In particular, section 14.1 of the ground lease provides that DMA Development Company, LLC is a permitted transferee of Phase II, the condominium master unit for Block 6. We understand that DMA Development Company, LLC will then convey the Phase II condominium master unit to its affiliate--Saltillo DMA Housing, LLC. The transfer of the Phase II condominium unit to Saltillo DMA Housing, LLC is permitted under the ground lease without landlord approval because the development manager will be DMA Development Company, LLC as contemplated by 14.1 of the ground lease.

The title company has confirmed that Saltillo DMA Housing, LLC (“DMA”) has site control of Phase II in the attached title commitment. Schedule C of the title commitment provides that DMA’s right to acquire the condominium unit for Phase II is not conditioned upon any further approvals. Saltillo DMA Housing, LLC and DMA Development Company, LLC have the right to develop Phase II pursuant to the Amended and Restated Contract for Sale dated January 8, 2019, as well as the attached ground lease.

If you have additional questions, please do not hesitate to contact Jason Thumlert at Endeavor Real Estate Group at (512) 682-5500 or Julie Barr at Capital Metropolitan Transportation Authority at (512) 389-7593.

Endeavor Real Estate Group  T 512-682-5500
500 West 5th Street, Suite 700  |  Austin, TX 78701
endeavor-re.com
Very truly yours,

PLAZA SALTILLO TOD, LP,
a Delaware limited partnership

By: Col-E Saltillo GP, LLC, a Texas limited liability company

By: __________________________
Name: David L. Roberts
Title: Chief Financial Officer

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a public political subdivision of the State of Texas

By: __________________________
Name: _________________________
Title: _________________________
Very truly yours,

PLAZA SALTILLO TOD, LP,
a Delaware limited partnership

By: Col-E Saltillo GP, LLC, a Texas limited liability company

By: [Signature]
Name: David L. Roberts
Title: Chief Financial Officer

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a public political subdivision of the State of Texas

By: [Signature]
Name: Todd Hargis
Title: EVP PLANNING
EXECUTION COPY

SECOND AMENDED AND RESTATED CONTRACT FOR SALE

Subject to the terms and conditions of this SECOND AMENDED AND RESTATED CONTRACT FOR SALE (this "Contract"), PLAZA SALTILLO TOD, LP, a Delaware limited partnership ("Seller"), and DMA DEVELOPMENT COMPANY, LLC, a Texas limited liability company ("Purchaser"), hereby agree as follows:

1. Agreement for Sale of Future Unit. Subject to the encumbrances, restrictions, and other matters which become Permitted Exceptions (as hereinafter defined) pursuant to the provisions of this Contract, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and take from Seller, all of Seller’s right, title, and interest in and to a leasehold condominium unit designated as the “Future Unit” in that certain Condominium Declaration for Plaza Saltillo TOD Condominium ("Condominium Declaration"), established by Seller as “Declarant” thereunder, and recorded under Instrument No. 2018199554 in the Official Records of Travis County, Texas, the term of which will be the same as the Ground Lease Term (as hereinafter defined). The condominium regime created by the Condominium Declaration is a leasehold condominium, which leasehold condominium has divided the leasehold estate created pursuant to that certain Ground Lease executed between Capital Metropolitan Transportation Authority and Seller ("Ground Lease"), the term of which is one hundred one (101) years ("Ground Lease Term"), subject to the terms of the Ground Lease. The Future Unit and appurtenant common elements described in the Declaration are referred to herein as the “Land”, and the Land together with all rights, privileges, easements and appurtenances belonging solely to the Land are referenced to herein as the “Property”. A two dimensional depiction of the Land is depicted as “Block 6” on Exhibit B attached hereto. The Property is part of a mixed use development known as "Plaza Saltillo" and located between I-35 Frontage Road and Onion St., and E. 4th and 5th Streets, in Austin, Texas (the "Development"). This Contract amends and restates in its entirety that certain (i) Contract for Sale dated effective February 3, 2017 and receipted by Capstone Title, LLC on February 28, 2017 and (ii) Amended and Restated Contract for Sale dated effective January 8, 2018 (collectively, the “Original Contract”), to which Seller and Purchaser are parties, relating to the Property.

2. Purchase Price and Escrow Deposit.

a. Purchase Price. The total purchase price for the Property (the "Purchase Price") is One and No/100 Dollars ($1.00); provided, however, that in addition to the Purchase Price, Purchaser, at Closing, must also assume all obligations of Seller with respect to the Property pursuant to the Governing Documents (as such term is defined in the Condominium Declaration), including without limitation the Ground Lease Obligations described in the Declaration, which includes initial ground lease rent of $95,000 per year (i.e. $95,000 in Lease Year 1), subject to the escalations set forth in the Ground Lease and allocated to the Property in the Condominium Declaration. Such assumption obligation will be set forth in the Development Agreement (as defined below).
b. **Initial Escrow Deposit; Title Company.** Capstone Title, LLC at its offices at 2705 Bee Cave Road, Suite 210, Austin, Texas 78746, Attn: Billy Mullens (the "**Title Company**"), is hereby directed to treat the Twenty Five Thousand and No/100 Dollars ($25,000.00) held as the “Initial Escrow Deposit” pursuant to the Original Contract as an initial escrow deposit pursuant to this Contract (the "**Initial Escrow Deposit**"). The Initial Escrow Deposit shall be invested by the Title Company in a manner reasonably acceptable to Purchaser, and all interest earned on such deposit shall belong to Purchaser and be held as part of the Initial Escrow Deposit. At the Closing (as hereinafter defined), the Initial Escrow Deposit shall be applied and disbursed in accordance with Paragraph 2.d below or, if the Closing does not occur, shall be otherwise disbursed in accordance with the terms set forth herein.

c. **Additional Escrow Deposit.** Within two (2) Business Days after the expiration of the Inspection Period (as hereinafter defined), provided Purchaser has not terminated this Contract in accordance with the provisions set forth in Paragraph 3.b below, Purchaser shall deposit into escrow with the Title Company an additional escrow deposit in the amount of Twenty Five Thousand and No/100 Dollars ($25,000.00) (the "**Additional Escrow Deposit**"; and, together with the Initial Escrow Deposit, collectively, the **Escrow Deposit**). The Additional Escrow Deposit shall be invested by the Title Company in a manner reasonably acceptable to Purchaser, and all interest earned on such deposit shall belong to Purchaser and be held as part of the Additional Escrow Deposit. If Purchaser fails to timely deliver the Additional Escrow Deposit, Purchaser shall be deemed to be in default under the terms of this Contract. Upon such default, Seller may, at its option, terminate this Contract, in which case this Contract shall be of no further force or effect other than as necessary for Seller to pursue its rights and remedies against Purchaser and any rights and obligations hereunder that survive such termination, and the Initial Escrow Deposit, together with all accrued interest thereon, shall be promptly released and delivered to Seller.

d. **Payment at Closing.** At Closing, the adjustments under Paragraph 7 of this Contract shall be made and applied to the Escrow Deposit, and/or the Purchase Price. The remaining balance of the Purchase Price and any adjustments, if any, shall be paid to Seller at the Closing by cashier’s check or in wire transferred funds, which, in either case, will allow the Title Company to disburse those funds to Seller at the Closing. If, after taking into account the adjustments under Paragraph 7 and applying the Escrow Deposit towards payment of the Purchase Price there is a surplus of cash remaining in the Escrow Deposit, said remaining surplus amount shall be applied towards payment or pre-payment, as the case may be, of the Ground Lease Obligations relating to the Future Unit as set forth in the Condominium Declaration.

3. **Inspection by Purchaser.**

a. **Inspection Period.** From the Effective Date until the sixtieth (60th) day following the Effective Date (the "**Inspection Period**"), Purchaser and its representatives shall be permitted to visit and inspect the Land and to conduct any feasibility, environmental, engineering and such other studies, assessments and due diligence as Purchaser may deem necessary or appropriate in its sole discretion. Purchaser shall have the right during the Inspection Period to go on the Land and conduct all necessary inspections, soil tests, engineering tests, assessments and other studies desired by Purchaser. Purchaser shall have the right to enter the Land at reasonably times and upon reasonable notice, provided that Seller or its agents or representatives shall be
permitted to accompany Purchaser or its agents on any such inspection. Prior to Purchaser's initial entry upon the Land after the Effective Date, Purchaser shall deliver to Seller a certificate of insurance evidencing Purchaser's maintenance of commercial general liability insurance with combined single limits of not less than $2,000,000.00 and naming Seller as an additional insured thereunder. Any environmental, geotechnical, or similar testing on the Land by Purchaser shall require Seller's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Any inspection or investigation of the Land shall be performed in such a manner and at such times so as not to interfere unreasonably with the operation of the Development or the rights of any third parties having a right to occupy the Development.

b. Termination During Inspection Period. If Purchaser is dissatisfied with the condition of the Land, or with the results of the tests, studies, assessments, or other due diligence, or for any other reason, then Purchaser shall have the option to terminate this Contract in Purchaser's sole discretion, which option must be exercised by giving written notice to Seller prior to the expiration of the Inspection Period, along with the sum of $100.00 which Purchaser shall pay to Seller as consideration for this option. In the event of such a termination, but only after delivery to Seller of the items required under Paragraph 3.c. below and the repair of the Land as required under Paragraph 3.d. below, the Initial Escrow Deposit made by Purchaser under Paragraph 2.b. above shall be returned to Purchaser and the parties shall have no other or further obligation or liability to each other, except for Purchaser’s confidentiality, restoration, and indemnity obligations set forth elsewhere in this Paragraph 3. In the event that no notice of termination is given within the Inspection Period, then Purchaser shall be deemed to have satisfied itself as to all of the matters described in Paragraph 3.a. above, this Contract shall continue to be binding and in full force and effect against Seller and Purchaser, and the Initial Escrow Deposit shall be non-refundable except as expressly provided otherwise herein.

c. Confidentiality. Purchaser agrees that, until the Closing, Purchaser and Purchaser’s agents and representatives shall hold all information obtained with respect to the Property, the Development, and this Contract in confidence and further agrees that until the Closing they will not disclose its content to others, except as (i) may be reasonably required for Purchaser to disclose to lenders, prospective lenders, and investors, and the contractors, engineers, land planners, attorneys, accountants, architects, and consultants of Purchaser, who shall also keep such information confidential, (ii) as may be, and only to the extent required by applicable law, (iii) required by the Texas Department of Housing, or (iv) as may be reasonably required for Purchaser to disclose to the extent necessary in order to obtain approvals and permits pertaining to the Project (as hereinafter defined). Any public announcements pertaining to this Contract or any other related matter shall be subject to Seller’s prior written approval. If this Contract is terminated for any reason, any records and other information and copies of work sheets and other documents, reports and materials obtained by Purchaser shall be delivered to Seller and continue to be held in confidence by Purchaser, except to the extent the same is required to be disclosed by law or court order. The provisions of this Paragraph 3.c. shall survive any termination of this Contract.

d. Purchaser’s Duties Regarding Inspection. ALL VISITS AND INSPECTIONS OF THE LAND SHALL BE AT THE SOLE RISK OF PURCHASER AND PURCHASER SHALL INDEMNIFY AND HOLD SELLER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, INJURIES, DAMAGES, COSTS,
EXPENSES (INCLUDING REASONABLE ATTORNEY’S FEES) OR LIABILITY INCURRED BY OR ASSERTED AGAINST SELLER AS A RESULT OF, OR IN ANY WAY ARISING OUT OF, ANY OF THOSE VISITS OR INSPECTIONS EXCEPT TO THE EXTENT OF SELLER’S NEGLIGENCE OR WILLFUL MISCONDUCT. IF THIS CONTRACT IS TERMINATED FOR ANY REASON, PURCHASER SHALL REPAIR ANY DAMAGE CAUSED BY ANY OF THOSE VISITS OR INSPECTIONS SO AS TO RESTORE THE LAND TO ITS SAME CONDITION BEFORE THE DAMAGE. THE PROVISIONS OF THIS PARAGRAPH 3.D. SHALL SURVIVE ANY TERMINATION OF THIS CONTRACT.

e. "AS IS" ACCEPTANCE. AS A MATERIAL INDUCEMENT TO SELLER’S ENTERING INTO THIS CONTRACT, PURCHASER ACKNOWLEDGES THAT IT HAS BEEN GIVEN THE RIGHT TO ENTER UPON THE LAND FOR PURPOSES OF INSPECTING THE LAND AS SET FORTH IN PARAGRAPH 3.A. ABOVE, AND THUS PURCHASER WILL HAVE AN OPPORTUNITY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND WHETHER THE SAME WILL BE SUITABLE FOR PURCHASER’S INTENDED USE. THE SALE OF THE PROPERTY HEREUNDER IS THUS MADE FROM SELLER TO PURCHASER ON AN “AS IS,” “WHERE IS” AND “WITH ALL FAULTS” BASIS, AND PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES (EXCEPT FOR THE REPRESENTATIONS OF SELLER SET FORTH IN SECTION 10 BELOW), ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, PAST, PRESENT OR FUTURE, OF, AS TO OR CONCERNING THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY AND/OR WHETHER THE PROPERTY MAY BE SUITABLE FOR PURCHASER’S INTENDED USE. SELLER SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER OR UNDER ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL LAW OR REGULATION. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT IT HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY (INCLUDING THE ENVIRONMENTAL CONDITION OF THE LAND), AND PURCHASER IS RELYING SOLELY ON SUCH INSPECTIONS AND ITS OWN INVESTIGATION OF THE PROPERTY WITH REGARD TO ENVIRONMENTAL MATTERS AND HEREBY WAIVES ANY CLAIMS AGAINST SELLER REGARDING THE SAME. PURCHASER ACKNOWLEDGES THAT THE FOREGOING DISCLAIMER PROVISIONS REPRESENT THE RESULTS OF SPECIFIC NEGOTIATIONS BETWEEN THE PARTIES AND THAT SELLER WOULD NOT BE WILLING TO SELL THE PROPERTY TO PURCHASER FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT UNLESS SUCH DISCLAIMER PROVISIONS WERE INCLUDED IN THIS CONTRACT. THE FOREGOING SHALL SURVIVE CLOSING.
f. Before the last day of the Inspection Period, Seller and Purchaser shall work in good faith to reach agreement upon a form of (a) Completion Guaranty (as defined below), and (b) Development Agreement (as defined below). If Seller and Purchaser reach agreement upon a form of Completion Guaranty and Development Agreement, then Seller and Purchaser shall document their agreement in an amendment to this Contract on or before the last day of the Inspection Period (“Substantive Contract Amendment”). If Seller and Purchaser do not enter into a Substantive Contract Amendment on or before the last day of the Inspection Period, then unless Seller and Purchaser agree to the contrary in writing, this Contract shall automatically terminate except for provisions that expressly survive termination, and the Escrow Deposit shall be returned to Purchaser.

The term “Completion Guaranty” means a completion guaranty for the Project (as defined below) from a creditworthy guarantor and in a form acceptable to Seller in its sole discretion, guaranteeing the completion of the Project (as defined in Exhibit A-1 attached hereto). The term “Development Agreement” means an agreement governing development and operation of the Project, addressing various issues including but not limited to: (i) Purchaser’s compliance with the Governing Documents, including without limitation compliance with the affordability requirements pertaining to the Future Unit coupled with an indemnity of Seller in the event of any failure of Purchaser to comply with the Governing Documents; (ii) an express assumption of all Ground Lease Obligations relating to the Property which accrue from and after the Closing; (iii) the requirement that Purchaser construct and develop the Project in accordance with the City’s SMART Housing Program and the Austin Energy Green Building Program, and Purchaser’s compliance with same; (iv) a requirement to construct the number of affordable units for occupancy by residents who earn no more than a certain local area median family income established by the City of Austin zoning ordinance for the block of the Development in which the Land is located; (v) a requirement of Purchaser to commence construction of the Project no later than 90 days after Closing and to complete construction of the Project no later than 2 years following commencement of the Project; (vi) a requirement of Purchaser to construct the portion of the Lance Armstrong Bikeway located within the Property and within the city block in which the Property is located; (vii) Seller’s right to repurchase the Property if Purchaser fails to satisfy commencement or completion milestones (such form of repurchase agreement to be attached to the Development Agreement); (viii) a requirement for Purchaser to work with Seller in executing a lease-up and sale strategy for the Future Unit; (ix) requirements pertaining to Purchaser maintaining ongoing tax credits and complying with City of Austin affordable housing requirements; (x) Seller’s approval rights with respect to Purchaser submittals, including without limitation any plans and permits; (xi) Seller’s ability to use the Land for staging and construction office purposes before Purchaser commences construction of the Project; (xii) Purchaser’s compliance with the terms of that certain Master Development Agreement between Seller and Capital Metropolitan Transportation Authority; and (xiii) certain other covenants and restrictions as Seller in its good faith discretion deems desirable to protect the balance of the Development with respect to both the construction and the ongoing operations thereof.

Seller has delivered to Purchaser an executed copy of the (1) Ground Lease and (2) Master Development Agreement. Seller will deliver to Purchaser an executed copy of the Condominium Declaration promptly after the same is executed by Seller.
4. **Survey.** Seller has delivered to Purchaser a copy of the most current survey of the Development in Seller’s possession (the “**Existing Survey**”). In the event the Existing Survey is not sufficient for Purchaser’s needs, Purchaser, at Purchaser’s expense, may obtain a survey of the Land (the “**New Survey**”). Purchaser will deliver a copy of the New Survey, if obtained, to Seller upon receipt thereof. Seller and Purchaser anticipate that the Title Company will insure the boundaries of the Land based upon the condominium plat and plans attached to the Declaration, and that no survey of the Land is required to insure the boundaries of the Land.

5. **Title.**

   a. **Owner Policy of Title Insurance.** Purchaser, at Purchaser’s expense, may purchase an Owner Policy of Title Insurance (the "**Title Policy**") (on a form prescribed by the State Board of Insurance of the State of Texas) issued through the Title Company, insuring title to the Property in Purchaser in an amount determined by Purchaser.

   b. **Title Commitment and Review of Title.** Seller shall furnish to Purchaser, within fifteen (15) days after the Effective Date of this Contract, a written title commitment (the "**Title Commitment**") to issue the Title Policy, together with copies of all instruments and documents referred to in such Title Commitment. Purchaser shall review the Title Commitment and shall notify Seller in writing prior to the expiration of the Inspection Period of any survey matters not satisfactory to Purchaser (e.g., material encroachments, etc.) or any objections to title other than the Permitted Exceptions (collectively, "**Title Objections**"). To the extent no Title Objections are delivered to Seller within such time frame, such Title Objections shall be deemed to have been waived by Purchaser, and all such Title Objections (other than those created by, through or under Seller and constituting third party liens, security interests, or other monetary encumbrances that would be reflected on Schedule C of the Title Commitment) shall be deemed to be Permitted Exceptions. Seller shall have fifteen (15) days from receipt of the Title Objections to give Purchaser written notice (the "**Cure Notice**") as to which, if any, Title Objections Seller agrees to cure on or before the Closing Date (the "**Curable Objections**"). Seller shall not have any obligation to cure or remove any Title Objections and Seller’s failure to respond to Purchaser’s Title Objections shall be deemed as Seller’s election not to cure Purchaser’s Title Objections. To the extent Seller has given Purchaser a Cure Notice but is not able, on the Closing Date, to deliver title to the Property free and clear of the Curable Objections, Purchaser may terminate this Contract and receive a full refund of the Escrow Deposit. If Seller does not give Purchaser an acceptable Cure Notice before the expiration of the Inspection Period, Purchaser may elect, by giving written notice of such election on or before the last day of the Inspection Period, either (i) to terminate this Contract by giving written notice thereof to Seller (in which event the Escrow Deposit shall be returned to Purchaser by the Title Company upon its receipt of a copy of the notice to Seller), and this Contract shall be null and void and of no further force or effect, except for those matters which survive Closing or the termination of this Contract, or (ii) to accept the Property subject to the Title Objections (other than any Curable Objections), in which event any such uncured Title Objections shall become Permitted Exceptions. In the event Purchaser fails to notify Seller of its election to terminate this Contract prior to the expiration of the Inspection Period, then Purchaser shall be deemed to have waived any right to terminate this Contract pursuant to this Paragraph 5.b., and any such uncured Title Objections shall become Permitted Exceptions. The term “**Permitted Exceptions**” means: (i) the standard printed exception for taxes for the year of the Closing and subsequent years; (ii) the
standard printed boundary and encroachments exception and exception for shortages in area; (iii) the Governing Documents, (iv) easements and other title exceptions or encumbrances required for construction of the Development; (v) utility easements entered into in the ordinary course of business within presently existing utility corridors; (vi) if applicable, any matters reflected on the subdivision plat to be recorded for the Land or in easements and other instruments required for the development of the Land; and (vii) any other matters that become Permitted Exceptions under the provisions of this Paragraph 5.b.

6. **Closing; Closing Documents.**

   a. **Possession and Closing.** Possession of the Property shall be delivered by Seller to Purchaser at the Closing. *“Closing”* shall take place at the offices of the Title Company on the date that is thirty (30) days after the last day of the Entitlement Period (as hereinafter defined). The date the Closing actually occurs shall be the *“Closing Date.”* Time is of the essence with respect to the Closing Date.

   b. **Seller’s Closing Documents.** At the Closing, Seller, at Seller’s expense, shall deliver or cause to be delivered to Purchaser each of the following:

      (1) **Deed of Conveyance.** A duly executed and acknowledged special warranty deed, in the proper form for recording, containing a description of the Property and conveying title to the Property only subject to the Permitted Exceptions.

      (2) **Evidence of Authority.** Evidence of authority reasonably acceptable to the Title Company, reflecting that the person who has signed this Contract on behalf of Seller has been duly authorized to execute this Contract and identifying the person or persons who are authorized to execute all of Seller’s closing documents on Seller’s behalf and showing approval of the sale of the Property to Purchaser under and subject to the terms and provisions of this Contract.

      (3) **Non-Foreign Certificate.** A certificate stating that Seller is not a "foreign person" as defined in the federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

      (4) **Development Agreement.** A duly executed and acknowledged counterpart to the Development Agreement.

      (5) **Other Documents.** Any other documents required by this Contract to be delivered by Seller at the Closing or otherwise reasonably necessary to carry out the terms and conditions hereof.

Additionally, whether incorporated into the Condominium Declaration or by an instrument executed by Seller on or before Closing, the area depicted on Exhibit B attached hereto and incorporated herein (the “*Parking Area*”) will be included as part of the Property (either as part of the Future Unit or as limited common element allocated exclusively to the Future Unit), provided that: (i) the Parking Area and use thereof will be
restricted solely to parking, and (ii) Purchaser shall be solely responsible for all costs and expenses relating to the Parking Area, including without limitation the cost of constructing actual parking spaces thereon and any ongoing costs and expenses relating to the maintenance, repair and replacement thereof.

c.  **Purchaser’s Closing Documents.** At the Closing, Purchaser, at Purchaser’s expense, shall deliver or cause to be delivered to Seller the following:

1.  **Cash Payment.** The cash payment of the Purchase Price and any additional sums provided for in this Contract, subject to adjustment as set forth below.

2.  **Evidence of Authority.** Evidence of authority reasonably acceptable to Seller and the Title Company, reflecting that the person who has signed this Contract on behalf of Purchaser has been duly authorized to execute this Contract and identifying the person or persons who are authorized to execute all of Purchaser’s closing documents on Purchaser’s behalf and showing approval of the purchase of the Property from Seller under the terms and provisions of this Contract.

3.  **Development Agreement.** A duly executed and acknowledged counterpart to the Development Agreement.

4.  **Completion Guaranty.** A duly executed Completion Guaranty.

5.  **Other Documents.** Any other documents or instruments required by this Contract to be delivered by Purchaser at the Closing or otherwise reasonably necessary to carry out the terms and conditions hereof.

7.  **Adjustments at Closing.** The following prorations and adjustments shall be made at the Closing and, as the case may be, deducted from or added to the amount Purchaser is required to pay at the Closing under Paragraph 2.d. of this Contract:

a.  **Taxes.** Ad valorem taxes for the year of Closing shall be prorated at the date of Closing. If the tax rate has not been fixed for that year, the apportionment of taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. If the Land does not constitute a separate tax lot for the year of Closing, then taxes shall be “reverse prorated” for the year of Closing. Accordingly, in such case (a) Purchaser shall pay Seller prorated taxes for the Land from the date of Closing through December 31 of the year of Closing and Seller shall be responsible for causing taxes for the entire tax parcel to be paid before delinquency; and (b) the assessed value of the larger tax parcel shall be prorated based on (x) the gross number of square feet within the lateral boundaries of the Land in relation to (y) the number of gross square feet of the land within the larger tax parcel (on a land value basis, excluding improvement value).

b.  **Title Insurance and Other Closing Expenses.** Except as is otherwise provided herein, each party shall pay its own customary closing expenses and its own attorney’s fees. Seller shall pay one-half of the escrow fee charged by the Title Company, and all recording fees (other than for liens created by Purchaser at Closing). Purchaser shall pay the premium for the
basic Title Policy and any endorsements and additional coverages, one-half of the escrow fee charged by the Title Company, and the recording fees for any liens created by Purchaser at Closing.

c. **Obligations under Governing Documents.** Any monetary obligations due and owing under and pursuant to the Governing Documents for the Property, including without limitation the Ground Lease Obligations and any Assessments due under the Condominium Declaration, shall be prorated as of the Closing Date, with Seller being responsible for the period before the Closing Date and Purchaser being responsible for the period from and after the Closing Date.

8. **Remedies Upon Default.**

   a. **Seller’s Default.** If Seller fails to complete this sale in accordance with the terms and provisions of this Contract for any reason except Purchaser’s default hereunder or the failure of an express condition to Seller’s obligations to be satisfied, Purchaser shall have, as Purchaser’s sole and exclusive remedies against Seller under this Contract, at law or in equity, the option of either (i) terminating this Contract by giving written notice to Seller at or prior to the Closing, whereupon the Escrow Deposit shall be returned to Purchaser by the Title Company and Purchaser and Seller shall have no other or further liability or obligation to each other, except those obligations that expressly survive the termination of this Contract, or (ii) enforcing specific performance of this Contract.

   b. **Purchaser’s Default.** If Purchaser fails to complete this sale in accordance with the terms and provisions of this Contract for any reason except Seller’s default, Seller shall have the right to terminate this Contract by giving written notice of such termination to Purchaser and to the Title Company, whereupon the Escrow Deposit shall be paid to and/or retained by Seller as liquidated damages (it being agreed that it would be extremely difficult, if not impossible, to calculate the actual damages to Seller), after which Purchaser and Seller shall have no other or further liability or obligation to each other hereunder, except those obligations that expressly survive the termination of this Contract.

   c. **Waiver; Attorneys’ Fees.** The requirements imposed upon Seller in this Contract are for the Purchaser’s benefit, and those requirements or other provisions for the Purchaser’s benefit may be waived in writing by Purchaser. Likewise, the requirements imposed upon Purchaser in this Contract are for the Seller’s benefit, and those requirements or other provisions for the Seller’s benefit may be waived in writing by Seller. If it shall be necessary for either Purchaser or Seller to employ an attorney to enforce its rights pursuant to this Contract (or defend any such enforcement action), the non-prevailing party shall reimburse the prevailing party for such party’s costs of court and reasonable attorneys’ fees.

9. **Entitlement Period.** Purchaser shall have from the Effective Date of this Contract until the earlier to occur of (i) completion by Purchaser of all of the Entitlement Period Milestones (as hereinafter defined) pursuant to this Paragraph 9, or (ii) **April 1, 2020** (the "Entitlement Period"), to complete the Entitlement Period Milestones set forth below.

   a. **Entitlement Period Milestones.** Purchaser shall have until the expiration of
the Entitlement Period to complete all of the milestones with respect to the Property described on Exhibit A-1 (individually each an “Entitlement Period Milestone” and, collectively, the “Entitlement Period Milestones”), unless the Contract is terminated by Seller in accordance with Paragraph 9.b. below.

b. Seller Termination Rights during Entitlement Period. Unless extended by the mutual agreement of Seller and Purchaser in writing, if (i) Purchaser fails to complete any Entitlement Period Milestone by the applicable Milestone Date (as defined in Exhibit A-1), or (ii) Purchaser fails to complete all of the Entitlement Period Milestones by the end of the Entitlement Period, as determined by Seller in its sole and absolute discretion, then Seller may give Purchaser written notice that Purchaser has failed to complete an Entitlement Period Milestone by the applicable Milestone Date or that Purchaser has failed to complete all of the Entitlement Period Milestones by the end of the Milestone Period, as a applicable (“Pre-Termination Notice”), and if Purchaser fails to give Seller written notice of its commitment to cure such failure within ten (10) days after receiving the Pre-Termination Notice from Seller or fails to cure the failure within thirty (30) days after receiving the Pre-Termination Notice, then Seller may terminate this Contract by giving written notice thereof to Purchaser, whereupon (1) the Escrow Deposit will be returned to Purchaser promptly after Purchaser delivers to Seller the assignment described in sub-item (2) immediately below, and (2) Purchaser shall deliver to Seller a written assignment executed by Purchaser of the site development plans, floor plans, building plans, and all other engineering or development plans and due diligence materials of Purchaser with respect to the Land and the Project, after which Purchaser and Seller shall have no other or further liability or obligation to each other hereunder, except those obligations that expressly survive the termination of this Contract. Notwithstanding the foregoing, if Seller has given Purchaser two (2) or more Pre-Termination Notices during the Entitlement Period and thereafter Purchaser fails to timely satisfy an Entitlement Period Milestone, then Seller may terminate this Contract without giving Purchaser a Pre-Termination Notice and an opportunity to cure, whereupon this Contract shall terminate using the same procedure as described above in this paragraph (except for the Pre-Termination Notice and opportunity to cure).

c. Extension of Entitlement Period. If at any time during the Entitlement Period Purchaser believes it will be unable to either (i) complete an Entitlement Period Milestone by its applicable Milestone Date, or (ii) complete all of the Entitlement Period Milestones by the end of the Entitlement Period, Purchaser may, in writing, request an extension of the particular Entitlement Period Milestone deadline or the Entitlement Period end date, as the case may be, which Seller may grant in its sole and absolute discretion. Seller shall respond to such extension request in writing within ten (10) days of receipt of any such request. If Seller refuses any such extension request or does not respond within any such ten-day period, which non-response shall be deemed to be a refusal of any such request, this Contract shall continue in full force and effect as if Purchaser never made any such extension request. If Seller agrees to any such extension pursuant to the terms of this Paragraph 9.c., the parties shall execute an amendment to this Contract memorializing, as applicable, the revised Entitlement Period Milestone deadline dates or the revised end date of the Entitlement Period.

10. Representations of Seller. Seller hereby represents and warrants to Purchaser as follows:
a. Seller has the full right, power and authority to enter into and deliver this Agreement and to consummate the sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder subject to execution of the Condominium Declaration.

b. Seller has not received any notice, and has no actual knowledge, that the Property or any portion or portions thereof is or will be subject to or affected by any condemnation, eminent domain, or similar proceedings and there are no delinquent taxes or assessments owing on the Property.

c. Seller has no actual notice of any actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any Federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality, which could be reasonably expected to materially and adversely affect the Property or the consummation of the transaction contemplated by this Contract;

d. No person, firm or other legal entity has any right or option to acquire the Property or any portion or portions thereof or any interest or interests therein;

e. The execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and no not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor a result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller;

f. Seller has not received notice of, and has no other actual knowledge or information of, any pending or contemplated change in any law, rule, regulation, ordinance, order, decree or private restriction applicable to the Property, of any pending or threatened judicial or administrative action with respect to the Property, or of any action pending or threatened by adjacent landowners or other persons with respect to the Property, which could be reasonably expected to materially and adversely affect the Property or the consummation of the transaction contemplated by this Contract; and

g. To Seller’s knowledge, Seller’s compliance with the Voluntary Cleanup Program established by the Texas Commission of Environmental Quality is the only action necessary to cause the Property to be compliant with applicable environmental laws and regulations.

The representations and warranties contained in this Paragraph 10 are the representations and warranties of Seller and in no event or circumstances will be construed as either the individual representations and warranties of any representative of Seller or to create any individual liability for any such representatives. All of Seller's representations, warranties, covenants, undertakings, indemnities, and agreements contained in the Contract (collectively, "Seller's Undertakings") shall survive the Closing for a period of two hundred seventy (270) days (the "Survival Period"). Purchaser acknowledges that it is a sophisticated Purchaser who is familiar with the ownership and
operation of real estate projects similar to the Property, and Purchaser and Seller have negotiated
and agreed upon the length of the Survival Period as an adequate period of time for Purchaser to
discover any and all facts that could give rise to a claim or cause of action for a breach of a
representation. Purchaser may bring an action against Seller on the breach of any Seller's
Undertakings, but only if: (i) Purchaser first learns of the breach after Closing and files the action
within the Survival Period, and (ii) Purchaser provides written notice to Seller of that claim or cause
of action within the Survival Period and further institutes an action on behalf of that claim or cause
of action within two years and one day of the Closing Date. Furthermore, Purchaser agrees that
Seller's liability, however and whenever arising, whether based on or through, directly or indirectly,
in whole or in part, any breach of Seller's Undertakings, at law or in equity, or any other claim or
basis arising under the closing documents or with respect to the Property, at law or in equity, shall
not exceed, in the aggregate, One Hundred Fifty Thousand and No/100 Dollars ($150,000.00). Purchaser
agrees that, with respect to any alleged breach of Seller's Undertakings discovered after
the Survival Period, the maximum liability of Seller for all alleged breaches is limited to One
Thousand and No/100 Dollars ($1,000.00). No claim for a breach of any Seller representation shall
be actionable or payable if that breach results from or is based on a condition, state of facts or other
matter that was known to Purchaser or disclosed to Purchaser in any document delivered by Seller
under the Contract or by email, overnight delivery or on-site availability, or in writing delivered to
Purchaser prior to Closing. Seller shall not be liable to Purchaser to the extent Purchaser’s claim is
recoverable from any other party pursuant to any insurance policy, service contract, warranty or
 guaranty. The provisions of this section shall survive the Closing.

11. **Covenants.**

   a. **Seller’s Covenants.** In addition to any other covenants otherwise set forth in
this Contract, Seller hereby covenants and agrees that:

   (1) Seller shall not, during the pendency of this Contract, engage in negotiations
with any other party pertaining to the construction and development of the Property.

   (2) Seller, at no cost and with no liability accruing to Seller, shall cooperate with
Purchaser and use good faith, commercially reasonable efforts to assist Purchaser with its
completion of the Entitlement Period Milestones to the extent that Seller’s support is necessary to
help achieve same.

   (3) If Seller receives written notice of any litigation or condemnation affecting
the Property, Seller shall promptly give Purchaser a copy of such notice.

   b. **Purchaser’s Covenants.** In addition to any other covenants otherwise set
forth in this Contract, Purchaser hereby covenants and agrees that:

   (1) Purchaser will use good faith, commercially reasonable, and diligent efforts
to (x) achieve completion of each Entitlement Period Milestone set forth in this Contract and (y)
submit all documentation to Seller evidencing the completion of each Entitlement Period Milestone
on or before the date specified in **Exhibit A**; and
(2) if at any time during the Entitlement Period Purchaser has a good faith belief that it will not be able to meet any Entitlement Period Milestone deadline set forth on Exhibit A or complete all Entitlement Period Milestones by the Entitlement Period end date, Purchaser will promptly notify Seller regarding same.

12. **Condemnation.** If, prior to the Closing, all or any material part of the Land is condemned or is the subject of a threat of condemnation, Purchaser shall have the option of either (i) proceeding to close this transaction and accepting an assignment of any condemnation award relating only to the Land, or (ii) terminating this Contract. Purchaser shall exercise either election by the delivery of written notice to Seller within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation, and, if Purchaser shall fail to timely respond, Purchaser shall be deemed to have elected the option specified in clause (i) hereof. In the event of the termination of this Contract under the provisions of this paragraph, the Escrow Deposit shall be returned to Purchaser and the parties shall have no further obligation or liability to one another hereunder except for those obligations expressly surviving the termination of this Contract.

13. **Real Estate Commissions; Disclosures.** Seller and Purchaser represent and warrant to each other that they have dealt with no broker, finder, or similar agent in connection with the transaction provided for in this Contract. Seller agrees to hold Purchaser harmless from and against any claim made by any person claiming to have dealt with Seller in connection with this transaction, including reasonable attorney’s fees incurred in the defense of such a claim. Purchaser agrees to hold Seller harmless from and against any claim made by any person claiming to have dealt with Purchaser in connection with this transaction, including reasonable attorneys’ fees incurred in the defense of such a claim.

14. **Notices.** Any notices required or permitted to be given under this Contract shall be in writing and shall be deemed to be given (i) on the first (1st) business day after timely delivery to a nationally or regionally recognized overnight courier service guaranteeing next business day delivery, or (ii) on the day transmitted by facsimile or email, provided that the sender delivers a "hard copy" of such notice to the recipient no later than one (1) business day thereafter by means of delivery in accordance with clause (i) hereof, which in any event shall be addressed to Seller or Purchaser, as the case may be, at the address or telecopy number indicated on the signature page hereto, or to a different address or telecopy number as previously given in a notice to the other party. A copy of any notice given to Seller shall be given at the same time and in the same manner as the notice to Seller to:

- David A. Wolff, Esq.
  Metcalfe Wolff Stuart & Williams, LLP
  221 W. 6th Street, Suite 1300
  Austin, Texas 78701
  Phone: (512) 404-2207
  Email: DWolff@mwswtexas.com

and

- Ari H. Kuchinsky, Esq.
  Metcalfe Wolff Stuart & Williams, LLP
  221 W. 6th Street, Suite 1300
A copy of any notice given to Purchaser shall be given at the same time and in the same manner as the notice to Purchaser to:

Coats Rose, P.C.
Attn: Scott Marks
901 S. Mopac Expressway, Building 1, Suite 500
Austin, Texas 78746
Phone: (512) 684-3843
Fax: (713) 840-3911
Email: smarks@coatsrose.com

15. **Miscellaneous.**

a. **Assignment; Binding Effect; Authority.** Purchaser may not assign this Contract to any other person or entity without the prior written consent of Seller, and no assignment permitted hereunder shall operate to release Purchaser of its liabilities or obligations under this Contract without the express written consent of Seller; provided, however, Purchaser may assign this contract to any entity controlled by Diana McIver, including without limitation a limited partnership with Diana McIver as manager of its general partner or a limited liability company with Diana McIver as its managing member, so long as Purchaser promptly gives Seller a copy of such assignment after entering into the same, and such assignee assumes all obligations of Purchaser in this Contract. Seller may assign this Contract to the owner of another Unit (as defined in the Declaration), provided that such assignee assumes all rights and obligations of Seller in this Contract. Subject to this restriction on assignment, this Contract shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors, and assigns. Seller and Purchaser represent that they are duly organized, validly existing and in good standing under the laws of the state of their organization, that they have the legal power to enter into this Contract and to perform all the terms of this Contract, and that the persons signing this Contract on their behalf are fully authorized to sign for and to bind them.

b. **Complete Agreement; Headings; Waiver.** This Contract contains the complete agreement of the parties and cannot be amended or modified except by written agreement signed by Seller and Purchaser. All exhibits and schedules attached to this Contract are incorporated into the Contract for all purposes. The paragraph headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the scope, content or extent of this Contract or any part of it. If any portion of this Contract is held by a court of proper jurisdiction to be invalid or inoperative, then so far as is reasonable and possible, the remainder of the Contract shall be deemed valid and operative. The failure by either party to enforce against the other any term or provisions of this Contract shall not be deemed to be a waiver of that party’s right to enforce against the other party the same or any other term or provision. The terms and provisions of this Contract shall not merge with, or be extinguished or otherwise affected
by, any subsequent conveyance or instrument between the parties, unless the instrument specifically so states and is signed by both parties.

c. **Governing Law.** This Contract and the obligations hereunder shall be construed in accordance with, governed by, and shall be subject to, the laws of the State of Texas.

d. **Time Periods.** Unless otherwise expressly provided herein, all periods for performance, delivery, review or approval and the like shall be determined on a "calendar" day basis. If any day for performance, delivery, review or approval shall fall on a Saturday, Sunday, or legal holiday (state or federal) in Austin, Travis County, Texas, the time therefor shall be extended to the next business day.

e. **Time is of the Essence; Strict Compliance.** Time is of the essence of this Contract. Additionally, Purchaser and Seller acknowledge and agree that strict compliance with the terms and conditions of this Contract is required.

f. **Execution in Counterparts.** The Contract can be executed in counterparts, each of which shall be an original and, upon the delivery to the Title Company of one or more of the Contracts signed by all parties, together will constitute a fully executed and binding Contract. As soon as possible, the parties agree to exchange Contracts so that each party will have a fully executed Contract.

g. **Effective Date.** The “Effective Date” of this Contract is the date that the Title Company acknowledges receipt of this Contract.

[SIGNATURES APPEAR ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Contract as of the dates set forth opposite their respective signatures, but to be effective as of the Effective Date described above.

SELLER:

PLAZA SALTILLO TOD, LP,
a Delaware limited partnership

By: Col-E Saltillo GP, LLC,
a Texas limited liability company,
its general partner

By: [Signature]
Name: [Name]
Title: [Title]

Date executed by Seller:
January 8, 2019

Address: c/o Endeavor Real Estate Group
500 West 5th Street, Suite 700
Austin, Texas 78701
Attention: Jason Thumlert
Phone: (512) 682-5500
Fax: (512) 682-5505
Email: jasont@endeavor-re.com

[Signatures continue on next page]
PURCHASER:

DMA DEVELOPMENT COMPANY, LLC,

a Texas limited liability company

Date executed by Purchaser: January 8, 2019
By: ______________________________
Name: Diana McIver
Title: Manager

Address: DMA Development company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746
Attention: Janine Sisak
Phone: (512) 328-3232 Ext. 4505
Fax: (512) 328-4584
Email: janines@dmacompanies.com
TITLE COMPANY RECEIPT

The undersigned, Capstone Title, LLC, hereby acknowledges receipt of a fully executed copy of this Contract on the date set forth below, and agrees to perform the duties of Title Company, including disbursement of the Escrow Deposit (or any portion thereof), strictly in accordance with the terms of this Contract.

TITLE COMPANY:
CAPSTONE TITLE, LLC

By: [Signature]
Name: [Name]
Title: [Title]
Effective Date: [8 JAN. 2019]

[Title Company Receipt to Contract for Sale – Plaza Saltillo Future Unit]
## EXHIBIT A

### Entitlement Period Milestone Dates

<table>
<thead>
<tr>
<th>Purchaser Entitlement Period Milestone</th>
<th>Required Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engage architect and engineers</td>
<td>Complete</td>
</tr>
<tr>
<td>Seller approves schematic drawings of the Project</td>
<td>2/1/2019</td>
</tr>
<tr>
<td>Obtain resolution of support/most favored project resolution from AHFC for 9% application</td>
<td>2/7/2019</td>
</tr>
<tr>
<td>Cause the commencement of the preparation of all engineering plans and specifications required for the submittal to the City of an application for the Site Development Permit</td>
<td>2/15/2019</td>
</tr>
<tr>
<td>Submit 9% Housing Tax Credit Application</td>
<td>3/1/2019</td>
</tr>
<tr>
<td>Submit Bond Reservation Application/4% Housing Tax Credit Application, if the 9% application is non-competitive</td>
<td>4/1/2019</td>
</tr>
<tr>
<td>Cause the preparation of all construction design plans and specifications required for the submittal to the City of an application for the Building Permit</td>
<td>5/1/2019</td>
</tr>
<tr>
<td>Submit Site Development Permit Application for Completeness Check</td>
<td>6/15/2019</td>
</tr>
<tr>
<td>Submit to the City an application for the issuance of the Building Permit</td>
<td>9/1/2019</td>
</tr>
<tr>
<td>Finalize estimate of construction pricing and construction proforma and construction schedule</td>
<td>10/1/2019</td>
</tr>
<tr>
<td>Obtain G.O. Bond Funding from AHFC/City Council</td>
<td>10/15/2019</td>
</tr>
<tr>
<td>Obtain from the City the Site Development Permit</td>
<td>1/1/2020</td>
</tr>
<tr>
<td>Obtain from the City the Building Permit</td>
<td>1/1/2020</td>
</tr>
<tr>
<td>Close on construction loan, admit tax credit partner</td>
<td>2/1/2020</td>
</tr>
<tr>
<td>Commence construction</td>
<td>2/1/2020</td>
</tr>
</tbody>
</table>
EXHIBIT A-1

Milestones

1. Purchaser shall, at Purchaser's sole cost and expense, engage an architect and engineers with respect to the Project prior to the deadline (each such date a “Milestone Date”) set forth for such requirement in the Entitlement Period Milestones deadline date schedule attached as Exhibit A to the Contract (the “Milestone Schedule”);

2. On or before the applicable Milestone Date, as such date may be extended by mutual agreement in writing, Purchaser shall, at Purchaser's sole cost and expense, obtain from the City of Austin (the “City”) the issuance of a site development permit (the "Site Development Permit") for the construction of the Purchaser’s affordable housing project on the Land (the "Project") in compliance with the provisions of the Development Agreement and the Governing Documents. In connection with obtaining a Site Development Permit on or before the applicable Milestone Date, Purchaser shall provide to Seller an architectural (i.e., non-engineered) site plan for the Land reflecting the footprint for the Project and containing the estimated gross building area of the building intended to be constructed on the Land by Purchaser. Purchaser and Seller shall use their best efforts to agree on the site plan within five (5) business days of Seller’s receipt of same. Utilizing such site plan, on or before the applicable Milestone Date, Purchaser shall cause the preparation of all engineering plans and specifications required for the submittal to the City of an application for the Site Development Permit, such engineering plans and specifications to be consistent in all material respects with the site plan (such plans and specifications, together with the site plan provided by Purchaser, the "Site Development Plans") and shall provide a copy of the Site Development Plans to Seller. Seller shall, within five (5) business days of its receipt of the Site Development Plans from Purchaser, notify Purchaser of any reasonable modifications requested thereto. Purchaser shall have five (5) business days either (i) to make such modifications or (ii) to notify Seller of its objections to any modifications, in which case Purchaser and Seller shall use their best efforts to agree on the Site Development Plans on or before the applicable Milestone Date. No later than the applicable Milestone Date, Purchaser shall submit to the City an application for the issuance of the Site Development Permit based on the Site Development Plans, as modified, and shall thereafter diligently pursue the Site Development Permit.

3. On or before the applicable Milestone Date, as such date may be extended by mutual agreement in writing, Purchaser shall, at Purchaser’s sole cost and expense, obtain from the City the issuance of a building permit and all other necessary approvals and permits (collectively, the "Building Permit") for the construction of the Project. On or before the applicable Milestone Date, Purchaser shall provide to Seller copies of all of Purchaser’s proposed floor plans and elevations for the Project (collectively, the "Floor Plans"), Purchaser acknowledges that its building and foundation design must assume a zero lot line condition. Purchaser and Seller shall use their best efforts to agree on the Floor Plans within five (5) business days of Seller’s receipt of same. Utilizing the Floor Plans and on or before the applicable Milestone Date, Purchaser shall cause the preparation of all permit-ready construction drawings and specifications required for the submittal to the City for the Building Permit (such drawings and specifications, the "Building Plans") and shall provide a copy of the Building Plans to Seller for its approval. Seller shall, within five (5) business days of its receipt of the Building Plans from Purchaser, notify Purchaser
of any requested modifications thereto. Purchaser shall have five (5) business days either (i) to make such modifications or (ii) to notify Seller of its objections to any modifications, in which case Purchaser and Seller shall use their best efforts to agree on the Building Plans within five (5) business days. On or before the applicable Milestone Date, Purchaser shall submit to the City an application for the issuance of the Building Permit based on the Building Plans and shall thereafter diligently pursue the Building Permit concurrently with the Site Development Permit.

4. On or before the applicable Milestone Date, as such date may be extended by mutual agreement in writing, Purchaser shall, at Purchaser’s sole cost and expense, finalize the estimate of construction pricing with respect to the Project and proforma related thereto.

5. Purchaser shall, at Purchaser’s sole cost and expense, diligently seek and obtain all necessary funding sources for the building and completion of the Project, including without limitation:

   A. pursuing and securing the award of those certain 4% housing tax credits (or 8% housing tax credits, if applicable) for building the Project on or before the applicable Milestone Date;

   B. pursuing and securing tax exempt bonds or other similar conventional financing on or before the applicable Milestone Date;

   C. seeking and obtaining any gap funding from sources chosen by Purchaser, including without limitation the City, on or before the applicable Milestone Date.

6. Purchaser shall meet with local neighborhood groups and stakeholders in near proximity to the Development in order to introduce the Project to them and request any support they may be able to offer in connection therewith.
The property includes "Block 6" and the parking area as shown in red.
GROUND LEASE

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

PLAZA SALTILLO TOD, LP

PLAZA SALTILLO
GROUND LEASE

This Ground Lease (this “Lease”) is executed to be effective as of May 24, 2017 (the “Commencement Date”), between CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a public political subdivision of the State of Texas (“Landlord”), and PLAZA SALTILLO TOD, LP, a Delaware limited partnership (“Tenant”).

Recitals

A. Landlord and Tenant entered into that certain Master Development Agreement (the “MDA”) on or about the date hereof concerning the redevelopment of the property commonly known as Plaza Saltillo, Austin, Texas that is generally depicted on Exhibit A attached hereto (“Plaza Saltillo”) to accomplish, among other things, Capital Metro’s goals of increasing transit ridership, generating long-term revenue and optimizing the value of its assets, creating and promoting equitable mixed-use and mixed-income communities around transit and responding to local community vision and values.

B. The MDA contemplates the leasing by Landlord, as landlord, to Tenant, as tenant, of certain real property described on Exhibit B attached hereto located in Austin, Travis County, Texas (the “Land”), together with any Improvements (as hereinafter defined) now or hereafter located on the Land.

C. Landlord and Tenant desire to enter into this Lease to set forth certain terms and conditions of the lease of the Property (as hereinafter defined) and other agreements in furtherance of the MDA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the parties enter into this Lease upon the terms and conditions herein set forth.

ARTICLE I.
DEFINITIONS

1.1 Defined Terms. In addition to the terms set forth above and elsewhere in this Lease, the following terms will have the following meanings:

“Act” as defined in Section 16.2.

“Actual Project Components” as defined in Section 3.2(c)(ii).

“Affiliate” means any Person controlling, controlled by or under common control with any other Person. For the purposes of this definition, the term “control” when used with respect to any Person means the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by law, regulation, contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Affordable Housing Abatement Amount” as defined in Section 3.2(c)(vii).
Remedial Work, including, without limitation, the issuance of a closure certificate pursuant to the VCP Documents.

"Phase II" means the construction of Improvements on Block 6.

"Phase II Hold Period" as defined in Section 4.6(c)(vi).

"Phase II Negotiation Period" as defined in Section 4.6(c)(ii).

"Phase II Termination Fee" as defined in Section 4.6(c)(iii).

"PIA" as defined in Section 3.5(f).

"Plaza Saltillo" as defined in Recital A hereof.

"Pre-Commencement Project Instruments" as defined in Section 7.2(b).

"Pre-existing VCP Documents" mean: (i) that certain Voluntary Cleanup Program Agreement (VCP No. 2601) between Landlord and TCEQ dated effective as of September 27, 2013; (ii) the Amended VCP Application; and (iii) all other documents existing upon the Commencement Date relating to TCEQ VCP No. 2601.

"Pre-paid Rent" as defined in Section 3.2(f).

"Prohibited Transferee" means a Person that (a) does not have experience and ability in the ownership, management and operation of projects such as the portion of the Project being Transferred (and, for such purposes, such experience and ability will be deemed satisfied by (i) a Person that itself (or an Affiliate) then owns and operates (or within the prior six (6) months has owned and operated) at least five (5) projects similar to the portion of the Project being Transferred or (ii) a Person that retains the services of a duly qualified property management company that manages at least five (5) projects similar to the portion of the Project being Transferred); (b) has or any of its Affiliates have been indicted or convicted of, or pled guilty or no contest to, a felony; (c) has or any of its Affiliates have been indicted or convicted of, or pled guilty or no contest to, an matters under The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder (including regulations administered by the Office of Foreign Assets Control ["OFAC"] of the U.S. Department of the Treasury and the Specially Designated Nationals List maintained by OFAC), the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") and all other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act or administered by OFAC (or their respective successors); (d) has been the subject of a voluntary or involuntary (to the extent the same has not been discharged) bankruptcy proceeding; and (e) has or any of its Affiliates have been within the immediate prior five (5) years in litigation proceedings with Landlord involving a contractual dispute in excess of $150,000.00.

"Prohibited Uses" as set forth on Exhibit D.
Landlord and Tenant in the same ratio that the part of the period for which such compensation is made falling before the day of expiration and that part falling after, bear to such entire period.

13.3 Distribution of Proceeds. In any Condemnation proceeding, the parties will request that the condemning authority grant separate awards for value of the Fee Estate taken and the Leasehold Estate taken.

(a) If the condemning authority grants separate awards, then Landlord shall be entitled to the award for the value of the Fee Estate and Tenant shall be entitled to the award for the value of the Leasehold Estate (but without duplication).

(b) If the condemning authority refuses to grant separate awards, then the parties shall have the Property that is being taken appraised and valued as if the condemnation had not occurred. Such appraisal process will determine the percentage of any award that should be attributed to the Fee Estate (the “Fee Estate Percentage”) and the percentage of any award that should be attributed to the Leasehold Estate (the “Leasehold Estate Percentage”) (and the aggregate of such percentages must equal one hundred percent [100%]). Landlord shall be entitled to the Fee Estate Percentage of any award and Tenant shall be entitled to the Leasehold Estate Percentage of any award.

(c) If this Lease is not terminated as a result of the Condemnation as expressly permitted above, any Condemnation proceeds received by either Landlord or Tenant shall first be used to restore the Improvements to an architecturally whole unit, and, to the extent possible given the nature of the Condemnation, to substantially the same or better condition as existed immediately prior to such taking, and second in the proportions as provided in clauses (a) and (b) of Section 13.3. With respect to such restoration, there shall be no Landlord approval or consent rights on development of the remaining portion of any Block that is partially subject to such Condemnation, which shall be subject only to (i) Legal Requirements, (ii) the Prohibited Uses, (iii) Landlord’s approval in Landlord’s Permitted Discretion of changes in exterior architectural elements and (iv) the other terms of this Lease with respect to the Work being conducted. Any Condemnation proceeds shall be held and disbursed in the same manner as proceeds from a Casualty as set forth in Sections 13.1(c) and 13.1(d) above, if applicable. As between Tenant and its Leasehold Mortgagees, all condemnation proceeds that belong to Tenant pursuant to this Article XIII shall be disbursed in accordance with the terms of the Leasehold Mortgage.

(d) If Landlord or Tenant receives notice of any proposed or pending Condemnation proceeding affecting the Property, the party receiving such notice shall promptly notify the other party, the Fee Mortgagee (if it shall have given to such party notice of the address of such Fee Mortgagee), and any Registered Leasehold Mortgagee.

ARTICLE XIV.
TRANSFERS

14.1 Tenant Transfers.

(a) Except in connection with (i) a one-time Transfer related to all Master Units in Phase I in connection with the initial development of Phase I and to be consummated concurrently with the closing of all necessary financing necessary for the construction of Phase I
to an Affiliate of Tenant so long as such Affiliate of Tenant remains a Qualified Equity Investor Entity substantially consistent with its structure and ownership as of the Commencement Date, (ii) a one-time Transfer related to all Master Units in Phase II in connection with the initial development of Phase II and to be consummated concurrently with the closing of all necessary financing and equity investments necessary for the construction of Phase II, to an entity which has (or which one or more of its equity owners or development managers have) expertise in developing senior housing and that has been approved in writing by Landlord in Landlord’s Permitted Discretion (Landlord hereby approving the following assignees for Phase II: DMA Development Company, LLC; McCormick, Baron and Salazar; and Foundation Communities) and which does not constitute a Prohibited Transferee, (iii) a Leasehold Mortgagee or purchaser at foreclosure or in lieu of foreclosure under any Leasehold Mortgagee in accordance with Article XV below, which does not constitute a Prohibited Transferee, but without regard to clause (a) in the definition of Prohibited Transferee, or (iv) Subleases to End Users as described in Section 14.2 below, in no event may Tenant either voluntarily or by operation of law, Transfer the Leasehold Estate in whole or in part with respect to any Phase of the Project which has not achieved Completion of Construction without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Further, any change in control of Tenant by merger, consolidation, stock transfers, transfers of partnership interests, transfers of membership interests or other means of transferring control of Tenant or its business shall be deemed to be a Transfer of this Lease for the purposes of this Section 14.1(a); provided, however, that there may occur the removals or changes in control contemplated in the definition of Qualified Equity Investor Entity pursuant to which the investor entity described in subsection (a) of said definition acquires the interest of Endeavor and Columbus without Landlord’s prior written consent (and which shall not be deemed a Transfer for the purposes of Section 14.3 of this Lease) so long as Tenant otherwise remains a Qualified Equity Investor Entity thereafter.

(b) Following Completion of Construction of a Phase of the Project (a “Completed Phase”), Tenant may Transfer the Completed Phase and such portion of the Leasehold Estate in which the Completed Phase is located (which includes the Transfer of any Master Unit located in a Completed Phase and its appurtenant common elements) without Landlord’s prior written consent to any Person who is not a Prohibited Transferee as provided in this Article XIV.

(c) Consent by Landlord (or failure by Landlord to object) to one or more Transfers, if applicable, shall not operate to exhaust Landlord’s rights under this Article XIV, as and to the extent applicable. Any attempt to Transfer or otherwise alienate Tenant’s interest in this Lease in violation of this Article XIV without the prior written consent of Landlord, if applicable, shall be void and of no force and effect. Any Person who shall, by operation of law or otherwise, become a Transferee of this Lease or become vested with the Leasehold Estate (or portion thereof) hereunder shall be bound by and be liable upon all the terms, covenants, provisions and conditions contained in this Lease applicable to the transferred interest and arising after the date of the Transfer, and such Transfer shall release Tenant (or any subsequent transferor) from its liability under this Lease arising after the date of such Transfer applicable to the Transferred interest. Tenant waives any right it may have at law or in equity to terminate this Lease as a result of Landlord’s refusal to consent to a Transfer, if applicable.

14.2 Subletting to End Users.
IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the Commencement Date.

LANDLORD:

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY,

a public political subdivision of the State of Texas

By: [Signature]

Elaine Timbes, Executive Vice President
and Chief Operating Officer

APPROVED AS TO FORM:

By: [Signature]

Kerri L. Butcher, Chief Counsel

[Signature Block Continues on Following Page]
TENANT:

PLAZA SALTILLO TOD, LP, a Delaware limited partnership

By: COL-E Saltillo GP, LLC, a Texas limited liability company, its general partner

By: [Signature]
Name: [Signature]
Title: EVP

Signature Page 2 of 2
EXHIBIT A

Plaza Saltillo

[Attached]
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
FIDELITY NATIONAL TITLE INSURANCE COMPANY

We, Fidelity National Title Insurance Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and 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.

Capstone Title
901 S. MoPac Expressway, Bldg. II, Suite 150
Austin, TX 78746

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.
Title Insurance insures you against loss resulting from certain risks to your title. The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compañía aseguradora de emitir la poliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

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. Neither this Policy, nor the optional endorsements, insure 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 Exception, Exclusions and Conditions, defined below.

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling Fidelity National Title Insurance Company at 1-800-654-7041 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.
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: 
       PROPOSED INSURED: Saltillo DMA Housing, LLC
   (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:
   Leasehold

3. Record title to the land on the Effective Date appears to be vested in:
   Capital Metropolitan Transportation Authority, of Austin, Travis County, Texas
   Vesting Deed: Volume 10536, Page 77, and corrected in Volume 10703, Page 972, Real Property Records, Travis County, Texas.

4. Legal description of the land:
   TRACT 1: BEING a portion of Lots 7 through 12, Block 1, R. H. PECK SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume S, Page 551, Plat Records of Travis County, Texas. Subject property TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS TO BE PROVIDED AS REQUIRED UNDER SCHEDULE C HEREIN.

   TRACT 2: BEING a portion of Outlot 3, Division "O" of the Governing Outlots adjoining the Original City of Austin, Travis County, Texas, according to the map or plat thereof on file in the General Land Office of the State of Texas, and a portion of Lots 56 through 58, CENTRAL R.O.W. SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume V, Page 661, Plat Records of Travis County, Texas. Subject property TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS TO BE PROVIDED AS REQUIRED UNDER SCHEDULE C HEREIN.
NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.
1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   a. Restrictions recorded in Document Number 2017075249, 2017038445, 2018001378, 2018187936, of the Official Public Records of Travis County, Texas. But omitting and not republishing any covenant, condition, restriction, or limitation to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, 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 land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.  (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2017 and subsequent years.")

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert
SCHEDULE B

EXCEPTIONS FROM COVERAGE

matters or delete this exception.):

a. Rights of parties in possession. **(Owner Title Policy only)**

b. Any visible and apparent road or other easement crossing the land, whether public or private easement, the existence of which is not disclosed by the public records, including, but not limited to, existing utility lines and equipment in place.

c. 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.

d. Easement and matters contained in document recorded in Volume 9837, Page 407, Real Property Records, Travis County, Texas.

e. Easement and matters contained in document recorded in Volume 10536, Page 77, Real Property Records, Travis County, Texas.

f. Easement and matters contained in document recorded in Volume 13187, Page 3118, Real Property Records, Travis County, Texas.

g. Matters contained in that certain Bill of Sale recorded in Document No. 2012044923, Official Public Records of Travis County, Texas being further affected by Document No. 2012044922, Official Public Records of Travis. (Tract 2 only)

h. Easement and matters contained in that Right of Way Designation recorded in Document No. 2014164097, Official Public Records of Travis County, Texas.

i. Interest in and to oil, gas and other minerals and or royalties, bonuses, rentals and all other rights relating thereto as set forth in Volume 10536, Page 77, Real Property Records, Travis County, Texas Said mineral interest not traced subsequent to the date of the above-cited instrument.

j. An unrecorded leases with certain terms, covenants, conditions and provisions set forth therein as disclosed in Special Warranty Deed recorded in Volume 10536, Page 77, Real Property Records, Travis County, Texas.

k. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

l. Easement and matters contained in that Drainage Easement with Permitted Obstructions and Required Maintenance recorded in Document No. 2017087546, Official Public Records of Travis County, Texas.

m. Easement and matters contained in that Public Access Easement with Permitted Obstructions and Required Maintenance recorded in Document No. 2017087546, Official Public Records of Travis County, Texas.

n. Easement and matters contained in that Exclusive Park Recreational Easement with Permitted Obstructions and Required Maintenance recorded in Document No. 2017087549, Official Public Records of Travis County, Texas.

o. Easement and matters contained in that Exclusive Park Recreational Easement with Permitted Obstructions and Required Maintenance recorded in Document No. 2017087550, Official Public Records of Travis County, Texas.

p. Easement and matters contained in that Declaration of Drainage Easement and Restrictive Covenant Regarding Maintenance of Drainage Facilities recorded in Document No. 2017087552, Official Public Records of Travis County, Texas.
q. Matters contained in that Voluntary Cleanup Program Conditional Certificate of Completion recorded in Document No. 2018001378, Official Public Records of Travis County, Texas.

r. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by Memorandum of Ground Lease recorded in Document No. 2017087554, Official Public Records of Travis County, Texas.

s. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by Subordination, Non-Disturbance and Attornment Agreement recorded in Document No. 2017162875, Official Public Records of Travis County, Texas.

t. Maintenance charges, assessments, rights and remedies of co-tenants, contractual or otherwise, including but not limited to terms, conditions, covenants, options, restrictions and easements contained in Declaration of Condominium and By-Laws recorded in Document Number 2018199554 of the Official Public Records of Travis 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, subcontractors, laborers, and suppliers have been fully paid, and that no mechanic’s, laborer’s or materialman’s liens have attached to the property,
   d. there is legal right of access to and from the land,
   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

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

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

5. Note: Procedural Rule P-27 as provided for in Article 9.39 A of the Texas Insurance Code requires that “Good Funds” be received and deposited before a Title Agency may disburse from its Trust Fund Account.

6. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Buyer, at Buyer’s expense, may have the exception amended to read, “shortages in area,” thereby giving you coverage for those matters. This coverage is provided when you furnish a current survey of subject property with improvements and easements located.

The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage.

Your Owner Policy of Title Insurance will contain this coverage and you will be charged the additional premium unless on or before the date of closing you advise the company in writing that you reject this coverage. This additional premium is 5% of the basic premium rate. Effective November 1, 2002. (applies to one to four family residence only)

7. If the Company is furnished evidence of satisfactory survey of any age brought current by an affidavit by a person knowledgeable of the condition of the property (and is paid the required premium where applicable) to amend its “area and boundary” exception, Company will issue a T-19 endorsement insuring certain of those matters as well as issues concerning restrictions and mineral rights. (or may except to encroachments and other matters reflected by the survey) Mortgagee’s Title Policy only.

8. The request for Deletion of Arbitration provision must be executed and returned to our office prior to or at closing, in order for the arbitration provision to be deleted from coverage of the policy(ies). (Mortgagees Policy Only)

9. IF THIS TRANSACTION CLOSES IN YOUR OFFICE, PLEASE MAKE SURE THE FOLLOWING ARE SENT TO US: Affidavit as to Debts and Liens to be executed and returned to Capstone Title. Waiver of Inspection to be
executed and returned to Capstone Title. Copies of Closing Statement and all papers that are to be filed for record to be returned to Capstone Title. If you record closing documents, please send copies of these documents after they are recorded. After March 1, 2001, if we need to get copies of the recorded documents from the courthouse, there will be a charge of $1.00 a page.

10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

11. The Company requires Owner, Seller and/or borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.

12. The Company must be furnished evidence of the authority and/or capacity of the party executing the conveying document for Capital Metropolitan Transportation Authority.

13. The Company requires that a signed and sealed survey with field notes be submitted for examination prior to closing.

14. The company requires Capital Metropolitan Transportation Authority and Plaza Saltillo TOD, Ltd. to execute a ground lease covering the subject property.

15. Leasehold Deed of Trust dated May 24, 2017 recorded as Document Number 2017087555, of the Official Public Records of Travis County, Texas, executed by Plaza Saltillo TOD, LP securing payment in the original principal amount of $100,000,000.00, bearing interest and payable as therein provided to the order of International Bank of Commerce.
   A) Having been affected by Amended and Restated Collateral Assignment of Leases, Rents and Income to International Bank of Commerce recorded as Document Number 2017093189, of the Official Public Records of Travis County, Texas.
   REQUIRE RELEASE.


17. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.
   Name: Plaza Saltillo TOD, Ltd., a limited partnership
   A) A copy of the partnership agreement and all amendments thereto.
   B) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.
   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

18. Affidavit for Mechanic's and Materialman's Lien filed 12/14/2018 by Capitol Concrete Contractors, Inc. in the amount of $16,682.40 recorded as Document Number 2018192515 of the Official Public Records of Travis County, Texas. REQUIRE RELEASE.

19. UCC Financing Statement filed 12/18/2018 between Shear & Refined LLC and Plaza Saltillo TOD LP recorded as Document Number 2018194128 of the Official Public Records of Travis County, Texas.

20. UCC Financing Statement filed 12/18/2018 between FLM Gelato LLC and Plaza Saltillo TOD LP recorded as Document Number 2018194129 of the Official Public Records of Travis County, Texas.
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:

A-1: The following individuals are Directors and/or Officers of FIDELITY NATIONAL TITLE INSURANCE COMPANY:

**DIRECTORS**
- Alan Lynn Stinson
- Raymond Randall Quirk
- Anthony John Park

**OFFICERS**
- Raymond Randall Quirk, President and Chief Operating Officer
- Anthony John Park, Executive Vice President
- Daniel K. Murphy, Treasurer
- Michael L. Gravelle, Secretary

Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc. and Fidelity National Title Group, Inc. owns 100% of Chicago Title and Trust Company and Chicago Title and Trust Company owns 100% of Fidelity National Title Insurance Company.

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

B-1. If Agent is a corporation, the shareholders owning or controlling, directly or indirectly 1% or more of the shares of Agent as of the last day of the year preceding the date hereinabove set forth are as follows: J. Bradley Compere, William Fair, David Busch

B-2. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning 10% or more of those entities referred to in item no. B-1 hereinabove as of the last day of the year preceding the date hereinabove set forth are as follows: None.

B-3. If Undersigned Agent is a corporation, the following is a list of the members of the Board of Directors, as of the last day of the year preceding the date hereinabove set forth: J. Bradley Compere, William Fair, David Busch

B-4. If Undersigned Agent is a corporation, the following is a list of officers as of the last day of the year preceding the date hereinabove set forth: President / C.E.O.: J. Bradley Compere, Vice President: Eddie Rodriguez, Vice President: Billy Mullens, Director: William Fair, Director / C. F. O.: David Busch

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

You are further advised that the estimated title premium is:

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

Of this total amount will be paid to Fidelity National Title Insurance Company; % will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount (or %)</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Capstone Title</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(or %)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(or %)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(or %)</td>
<td></td>
</tr>
</tbody>
</table>

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

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

The arbitration provision in the Policy is as follows:

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

SIGNATURE ___________________________ DATE ___________________________
Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, “FNF,” “our” or “we”) respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed, and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and personal information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the “Website”). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information:

The types of personal information FNF collects may include, among other things (collectively, “Personal Information”): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender, marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, “Third Parties”) who are obtaining services on your behalf or in connection with a transaction involving you;
- To improve our products and services that we perform for you or for Third Parties;
- To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.
When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN

Parents should be aware that FNF’s Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.
If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014
LAST UPDATED: JANUARY 24, 2014
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

FIDELITY NATIONAL TITLE INSURANCE COMPANY

We, Fidelity National Title Insurance Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and 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.

Capstone Title
901 S. MoPac Expressway, Bldg. II, Suite 150
Austin, TX 78746

Fidelity National Title Insurance Company

By: [Signature]
President

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.
Title Insurance insures you against loss resulting from certain risks to your title. The Commitment for Title Insurance is the Title Insurance Company's promise to issue the Title Insurance Policy. The Commitment is a legal document. You should review it carefully to completely understand it before your closing date.

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

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

---MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. Neither this Policy, nor the optional endorsements, insure 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 Exception, Exclusions and Conditions, defined below.

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling Fidelity National Title Insurance Company at 1-800-654-7041 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
SCHEDULE A

File No. 20170124

<table>
<thead>
<tr>
<th>Effective Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 01, 2019 at 8:00 AM</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 27, 2019 at 5:28 PM</td>
</tr>
</tbody>
</table>

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:
   PROPOSED INSURED: Saltillo DMA Housing, LLC

   (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:
   Leasehold

3. Record title to the land on the Effective Date appears to be vested in:
   Fee Simple: Capital Metropolitan Transportation Authority, of Austin, Travis County, Texas
   
   By: Volume 10536, Page 77, and corrected in Volume 10703, Page 972, Real Property Records, Travis County, Texas.
   
   Leasehold: Plaza Saltillo TOD, LP
   
   By: Document No. 2017087554, Official Public Records of Travis County, Texas.

4. Legal description of the land:
   "Future Unit" of Plaza Saltillo TOD Condominium, a condominium project in Travis County, Texas, together with the limited common elements and an undivided interest in the general common elements assigned to the Unit, and together with all of the rights and privileges granted to condominium owner, same being more fully described in the Declaration of Condominium Regime for Plaza Saltillo TOD Condominium, recorded as Document Number 2018199554, Official Public Records of Travis County, Texas.
SCHEDULE B

EXCEPTIONS FROM COVERAGE

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

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

   a. Restrictions recorded in Document Number 2017075249, 2017038445, 2018001378, 2018187936, 2018199554, of the Official Public Records of Travis County, Texas. But omitting and not republishing any covenant, condition, restriction, or limitation to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, 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 land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2017 and subsequent years.")

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert
EXCEPTIONS FROM COVERAGE

a. Rights of parties in possession. (Owner Title Policy only)

b. Any visible and apparent road or other easement crossing the land, whether public or private easement, the existence of which is not disclosed by the public records, including, but not limited to, existing utility lines and equipment in place.

c. 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.

d. Easement and matters contained in document recorded in Volume 9837, Page 407, Real Property Records, Travis County, Texas.

e. Easement and matters contained in document recorded in Volume 10536, Page 77, Real Property Records, Travis County, Texas.

f. Easement and matters contained in document recorded in Volume 13187, Page 3118, Real Property Records, Travis County, Texas.

g. Matters contained in that certain Bill of Sale recorded in Document No. 2012044923, Official Public Records of Travis County, Texas being further affected by Document No. 2012044922, Official Public Records of Travis. (Tract 2 only)

h. Easement and matters contained in that Right of Way Designation recorded in Document No. 2014164097, Official Public Records of Travis County, Texas.

i. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in Volume 10536, Page 77, Real Property Records, Travis County, Texas. Said mineral interest not traced subsequent to the date of the above-cited instrument.

j. An unrecorded leases with certain terms, covenants, conditions and provisions set forth therein as disclosed in Special Warranty Deed recorded in Volume 10536, Page 77, Real Property Records, Travis County, Texas.

k. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.

l. Easement and matters contained in that Drainage Easement with Permitted Obstructions and Required Maintenance recorded in Document No. 2017087546, Official Public Records of Travis County, Texas.

m. Easement and matters contained in that Public Access Easement with Permitted Obstructions and Required Maintenance recorded in Document No. 2017087546, Official Public Records of Travis County, Texas.

n. Easement and matters contained in that Exclusive Park Recreational Easement with Permitted Obstructions and Required Maintenance recorded in Document No. 2017087549, Official Public Records of Travis County, Texas.

o. Easement and matters contained in that Exclusive Park Recreational Easement with Permitted Obstructions and Required Maintenance recorded in Document No. 2017087550, Official Public Records of Travis County, Texas.

p. Easement and matters contained in that Declaration of Drainage Easement and Restrictive Covenant Regarding Maintenance of Drainage Facilities recorded in Document No. 2017087552, Official Public Records of Travis County, Texas.
EXCEPTIONS FROM COVERAGE

q. Matters contained in that Voluntary Cleanup Program Conditional Certificate of Completion recorded in Document No. 2018001378, Official Public Records of Travis County, Texas.

r. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by Memorandum of Ground Lease recorded in Document No. 2017087554, Official Public Records of Travis County, Texas.

s. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by Subordination, Non-Disturbance and Attornment Agreement recorded in Document No. 2017162875, Official Public Records of Travis County, Texas.

t. Maintenance charges, assessments, rights and remedies of co-tenants, contractual or otherwise, including but not limited to terms, conditions, covenants, options, restrictions and easements contained in Declaration of Condominium and By-Laws recorded in Document Number 2018199554 of the Official Public Records of Travis County, Texas.
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. Note: Procedural Rule P-27 as provided for in Article 9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.

6. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area," thereby giving you coverage for those matters. This coverage is provided when you furnish a current survey of subject property with improvements and easements located.

The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage.

Your Owner Policy of Title Insurance will contain this coverage and you will be charged the additional premium unless on or before the date of closing you advise the company in writing that you reject this coverage. This additional premium is 5% of the basic premium rate. Effective November 1, 2002. (applies to one to four family residence only)

7. If the Company is furnished evidence of satisfactory survey of any age brought current by an affidavit by a person knowledgeable of the condition of the property (and is paid the required premium where applicable) to amend its "area and boundary" exception, Company will issue a T-19 endorsement insuring certain of those matters as well as issues concerning restrictions and mineral rights. (or may except to encroachments and other matters reflected by the survey.) Mortgagee’s Title Policy only.

8. The request for Deletion of Arbitration provision must be executed and returned to our office prior to or at closing, in order for the arbitration provision to be deleted from coverage of the policy(ies). (Mortgagees Policy Only)

9. IF THIS TRANSACTION CLOSES IN YOUR OFFICE, PLEASE MAKE SURE THE FOLLOWING ARE SENT TO US: Affidavit as to Debts and Liens to be executed and returned to Capstone Title. Waiver of Inspection to be
executed and returned to Capstone Title. Copies of Closing Statement and all papers that are to be filed for record to be returned to Capstone Title. If you record closing documents, please send copies of these documents after they are recorded. After March 1, 2001, if we need to get copies of the recorded documents from the courthouse, there will be a charge of $1.00 a page.

10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

11. The Company requires Owner, Seller and/or borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.

12. The Company must be furnished evidence of the authority and/or capacity of the party executing the conveying document for Capital Metropolitan Transportation Authority.

13. The Company requires that a signed and sealed survey with field notes be submitted for examination prior to closing.

14. Leasehold Deed of Trust dated May 24, 2017 recorded as Document Number 2017087555, of the Official Public Records of Travis County, Texas, executed by Plaza Saltillo TOD, LP securing payment in the original principal amount of $100,000,000.00, bearing interest and payable as therein provided to the order of International Bank of Commerce.
   A) Having been affected by Amended and Restated Collateral Assignment of Leases, Rents and Income to International Bank of Commerce recorded as Document Number 2017093169, of the Official Public Records of Travis County, Texas.
   REQUIRE RELEASE.

15. Financing Statement filed June 1, 2017 between Saltillo TOD, LP and International Bank of Commerce recorded as Document Number 2017087557, of the Official Public Records of Travis County, Texas.

16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.
   Name: Plaza Saltillo TOD, Ltd., a limited partnership
   A) A copy of the partnership agreement and all amendments thereto.
   B) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.
   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

17. Affidavit for Mechanic's and Materialman's Lien filed 12/14/2018 by Capitol Concrete Contractors, Inc. in the amount of $16,682.40 recorded as Document Number 2018192515 of the Official Public Records of Travis County, Texas. REQUIRE RELEASE.

18. UCC Financing Statement filed 12/18/2018 between Shear & Refined LLC and Plaza Saltillo TOD LP recorded as Document Number 2018194128 of the Official Public Records of Travis County, Texas.

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:

A-1: The following individuals are Directors and/or Officers of FIDELITY NATIONAL TITLE INSURANCE COMPANY:

**DIRECTORS**
- Alan Lynn Stinson
- Raymond Randall Quirk
- Anthony John Park

**OFFICERS**
- Raymond Randall Quirk, President and Chief Operating Officer
- Anthony John Park, Executive Vice President
- Daniel K. Murphy, Treasurer
- Michael L. Gravelle, Secretary

Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc. and Fidelity National Title Group, Inc. owns 100% of Chicago Title and Trust Company and Chicago Title and Trust Company owns 100% of Fidelity National Title Insurance Company.

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

B-1. If Agent is a corporation, the shareholders owning or controlling, directly or indirectly 1% or more of the shares of Agent as of the last day of the year preceding the date hereinafter set forth are as follows: J. Bradley Compere, William Fair, David Busch

B-2. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning 10% or more of those entities referred to in item no. B-1 hereinafter as of the last day of the year preceding the date hereinafter set forth are as follows: None.

B-3. If Undersigned Agent is a corporation, the following is a list of the members of the Board of Directors, as of the last day of the year preceding the date hereinafter set forth: J. Bradley Compere, William Fair, David Busch

B-4. If Undersigned Agent is a corporation, the following is a list of officers as of the last day of the year preceding the date hereinafter set forth: President / C.E.O.: J. Bradley Compere, Vice President: Eddie Rodriguez, Vice President: Billy Mullens, Director: William Fair, Director / C. F. O.: David Busch

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

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

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

Of this total amount will be paid to Fidelity National Title Insurance Company; % will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount (or %)</th>
<th>To Whom</th>
<th>For Services (or %)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Capstone Title</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

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

_________________________________________  ______________________________
SIGNATURE  DATE
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF"); "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information:

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver's license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

- Applications or other forms we receive from you or your authorized representative;
- Information we receive from you through the Website;
- Information about your transactions with or services performed by us, our affiliates, or others; and
- From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others

Information collected by FNF is used for three main purposes:

- To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you;
- To improve our products and services that we perform for you or for Third Parties;
- To communicate with you and to inform you about FNF's, FNF's affiliates and third parties' products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, and time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

- You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/;
- For those in the U.K., you can opt-out via the IAB UK's industry opt-out at www.youronlinechoices.com.
- You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.

Privacy Notice
Effective: January 24, 2014
When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party's own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, its users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN

Parents should be aware that FNF's Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.
If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

Access and Correction

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

Your Consent to This Privacy Notice

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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

Select Year
- 2019
- 2018

| Tract Number | 4841300982 | Total Units | 100 |

<table>
<thead>
<tr>
<th>Project</th>
<th>SADD on SEYTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>516 SPRINGDALE</td>
<td></td>
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Aging Research and Resources
- Affordable/Rentable Rental Housing
- Housing Policy and Research

Reference
- Bibliographic Database
- Data Series Reference Guide
- Guidelines for Preparing a Report for Publication
- HUD Financial Assistance
- Programs of HUD

Resources
- Disaster Recovery PD&R Toolkit
- Housing Scorecard
- International and Philanthropic Affairs
- National Analysis

More...
- Contact Us
- Publications
- Glossary
- HUD User Archives
- Webinars

2018 and 2019 Small DDAs & QCTs
Multiple Site Information Form

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

1

<table>
<thead>
<tr>
<th>Contract for Sale</th>
<th>48453000902</th>
<th>0.82</th>
<th>1/8/2019</th>
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</thead>
<tbody>
<tr>
<td><strong>Contract Number</strong></td>
<td>Census Tract</td>
<td>Acreage</td>
<td>Date of Sale</td>
</tr>
<tr>
<td>West of Navasota Street between East 4th and East 5th Streets</td>
<td>Austin</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Street Address</strong></td>
<td><strong>City</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jason Thumlert</td>
<td>Plaza Saltillo TOD, L.P.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Name for Seller</strong></td>
<td><strong>Name of Seller Entity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Contact Name for Previous Seller</strong></td>
<td><strong>Name of Previous Seller Entity</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500 West 5th Street, Suite 700</td>
<td>Austin</td>
<td>TX</td>
<td>78701</td>
</tr>
<tr>
<td><strong>Seller Address</strong></td>
<td><strong>City</strong></td>
<td><strong>State</strong></td>
<td><strong>Zip</strong></td>
</tr>
</tbody>
</table>

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

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

If yes above, describe relationship: N/A

X Contract includes more than one tract/lot. Address, legal description, and acreage are below.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Southeast corner of East 5th and Navasota St</td>
<td>N/A</td>
</tr>
<tr>
<td>b.</td>
<td>West of Navasota St btw East 4th and 5th St</td>
<td>N/A</td>
</tr>
<tr>
<td>c.</td>
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2

<p>| | | |</p>
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<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>a.</td>
<td>Address</td>
<td>Abbreviated Legal</td>
</tr>
<tr>
<td>b.</td>
<td>Address</td>
<td>Abbreviated Legal</td>
</tr>
<tr>
<td>c.</td>
<td>Address</td>
<td>Abbreviated Legal</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 2/26/2019
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
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</table>

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

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

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

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

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
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Is the seller affiliated with the Applicant, Principal, sponsor, or Development Team?

If yes above, describe relationship:

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

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

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

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

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

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

If yes above, describe relationship:

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

If a revised form is submitted, date of submission: 2/26/2019
<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Census Tract</th>
<th>Acreage</th>
<th>Date of Sale</th>
</tr>
</thead>
</table>

**Street Address**

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

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

<table>
<thead>
<tr>
<th>Seller Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

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

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

If yes above, describe relationship:

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

  a. **Address**
  
  b. **Address**
  
  c. **Address**

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

(Rows 135-433 are hidden. Unhide to use additional cells; items beyond the number provided can be created by using the copy/paste function below the available tables.)
**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.

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

**While Applicants are not required to notify US Representatives, the Department is required to notify them. Therefore, Applicant must identify the appropriate US Representative of the district containing the Development.**

2/18/2019
<table>
<thead>
<tr>
<th>District/Precinct</th>
<th>Email or Phone</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>
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></th>
<th>Name of Organization</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
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<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td>2</td>
<td></td>
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<tr>
<td></td>
<td>Address</td>
<td>City</td>
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<td>Fax or Email</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
</tr>
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<td>Zip</td>
<td>Phone</td>
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<tr>
<td></td>
<td></td>
<td>Fax or Email</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
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</thead>
<tbody>
<tr>
<td>4</td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Address</td>
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<table>
<thead>
<tr>
<th></th>
<th>Name of Organization</th>
<th>Contact Name</th>
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<tbody>
<tr>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Address</td>
<td>City</td>
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<td>Fax or Email</td>
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<tr>
<td>Name of Organization</td>
<td>Contact Name</td>
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<td>Fax or Email</td>
<td></td>
</tr>
</tbody>
</table>
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

2/15/2019
CERTIFICATION OF NOTIFICATIONS (continued)

Part 4. Certification

By: [Signature of Applicant/Development Owner]

Diana McIver
Printed Name

Texas
Notary Public, State of

Travis
County of

Date
2/15/2019

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 15th day of February, 2019

Notary Public Signature

VERONICA NEYMAN
Notary Public, State of Texas
Comm. Expires 10-16-2019
Notary ID 130406826

2/15/2019
Development Narrative

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

- New Construction

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

and/or: 

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

Previous TDHCA # 18323  If Acquisition/Rehab or Rehab, original construction year:

If Reconstruction, Units Demolished 

Units Reconstructed 

2. The Target Population will be:

- General

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

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

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

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

3. Staff Determinations regarding definitions of development activity obtained?

- If a determination under 10 TAC §11.1(k) was made prior to Application submission, provide a copy of such determination behind this tab.

4. Narrative

- X The Development will not provide continual or frequent nursing, medical or psychiatric services to the residents.

- X The Development does not violate the general public use requirement of Treasury Regulation §1.42-9 regarding units for use by the general public.

- The Development does violate TR 1.42-9 and the Application includes a private letter ruling ("PLR").

- Development financing includes a funding source that specifically allows for the intended Target Population. A copy of that funding sources' authority to target the intended population is included behind this tab.

- X Development does not violate the Department's Integrated Housing Rule under 10 TAC §1.15 regarding restricting occupancy to persons with disabilities or in combination with other populations with special needs.

Briefly describe the proposed Development, including any relevant information not already identified above. If Adaptive Reuse, Additional Phase, or Scattered Site, or if any of the three main boxes above are not checked, include detailed information below.

Talavera Lofts is a proposed mixed-income development that is part of the much larger redevelopment of the Saltillo area in central east Austin, led by Endeavor Real Estate Group as the master developer. DMA has been selected to develop a 92-unit five-story building on the block located on the southeast corner of East 5th and Navasota Streets, right next to Plaza Saltillo. Talavera Lofts will include 92 apartments in a mix of studios, one-bedroom, two-bedroom and three-bedroom apartments.

98% of the units will be for families earning 60% of MFI or below, with an average of 50% MFI rents, so this development achieves much deeper targeting than a typical tax credit development. Seventeen percent of the low income units will serve households at or below 30% MFI, 51% will serve households at or below 50% MFI, and 32% will serve households at or below 60% MFI.

If a revised form is submitted, date of submission: 

2/27/2019
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><strong>Multifamily Direct Loan:</strong> Const. to Perm (Repayable)</td>
<td></td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan:</strong> Construction Only (Repayable)</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>Multifamily Direct Loan:</strong> 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><strong>Housing Tax Credits</strong></td>
<td>$1,440,347</td>
<td></td>
</tr>
<tr>
<td><strong>Private Activity Mortgage Revenue</strong></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 cannot be added or dropped from pre-application to full Application for Competitive HTC Applications.

<table>
<thead>
<tr>
<th>Competitive HTC Only</th>
<th>Multifamily Direct Loan Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>At-Risk</td>
<td>Nonprofit</td>
</tr>
<tr>
<td>USDA</td>
<td>CHDO</td>
</tr>
<tr>
<td>SH/CR</td>
<td>Preservation</td>
</tr>
</tbody>
</table>

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

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

Has this site/activity previously applied for TDHCA funds?  Yes

Has this site/activity previously received TDHCA funds?  No

If "Yes" Enter Project Number: [          ] and TDHCA funding source: [          ]

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

If yes, source: [          ]

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

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 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: [          ]
## 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>
<th>S/B</th>
<th>10pts</th>
</tr>
</thead>
<tbody>
<tr>
<td>92</td>
<td>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).</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   **A. Unit Sizes**

   - Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

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

   **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).

   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).

   **Yes**

   - Development will meet all specifications and accessibility requirements reflected in 10 TAC Chapter 1, Subchapter B, §1.207.

   Development has a minimum of 5% of all units in the development set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired.

   **Yes**

   Regardless of building type, **ALL** Units accessed by the ground floor or by elevator ("affected units") must comply with the visitability requirements in clauses (i) – (iii) of 10 TAC §11.101(b)(8)(B).
## Development Activities 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>92</td>
<td></td>
<td>10</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>Square Footage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>500</td>
</tr>
<tr>
<td></td>
<td>600</td>
</tr>
<tr>
<td></td>
<td>800</td>
</tr>
<tr>
<td></td>
<td>1,000</td>
</tr>
<tr>
<td></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 of 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).

<table>
<thead>
<tr>
<th>Yes</th>
</tr>
</thead>
</table>

   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).

6/26/2019
Development Activities II

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

   □ Development is Rehabilitation (excluding Reconstruction), Supportive Housing, or USDA financed; OR meets the minimum size requirements below:
   - **Points claimed:** 6
   - Bedroom Size
     - 0
     - 1
     - 2
     - 3
     - 4
   - Square Footage
     - 550
     - 650
     - 850
     - 1,050
     - 1,250
   - □ 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(S)]**

   □ 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(S). 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(S). 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
   - 61
   - Number of 30% Units used to score points under §11.9(c)(2)*
   - 15
   - Number of 30% Units used under §11.4(c)(3)(D) regarding an Increase in Eligible Basis (30% boost)
   - 0
   - Number of Units at 50% or less of AMGI available to use for points under §11.9(c)(1)
   - 46
   - Percentage used for calculation of eligible points under §11.9(c)(1)
   - 51.11%
   - □ Development located in Non-Rural Area of Dallas, Fort Worth, Houston, San Antonio or Austin MSA; or
   - □ Development proposed in all other areas.
   - □ 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
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. **0**
- [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 **11**
- [ ] 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 **0**
- [ ] At least 5% of all low-income Units at 30% or less of AMGI **0**

**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 **0**
- [X] All other Developments. **9**
- [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. **1**

**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% 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:  **Village at Morningstar**  **TDHCA #: 04213**

- [X] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. OR **2**

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 **0**

- [X] Attached behind this tab is the executed Certification for Section 811 PRA Program Participation. OR **0**

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)

<table>
<thead>
<tr>
<th>Application is seeking points for Tenant Populations.</th>
<th>Points Claimed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Pre-Application Participation (Competitive HTC Applications only) [§11.9(e)(3)]</td>
<td>2</td>
</tr>
<tr>
<td>X Development is requesting Pre-Application Points.</td>
<td>6</td>
</tr>
<tr>
<td>8 Extended Affordability (Competitive HTC Applications only) [§11.9(e)(5)]</td>
<td>2</td>
</tr>
<tr>
<td>X Development will maintain a 35 year Affordability Period.</td>
<td></td>
</tr>
<tr>
<td>9 Historic Preservation (Competitive HTC Applications only) [§11.9(e)(6)]</td>
<td></td>
</tr>
<tr>
<td>Application requests points for Historic Preservation.</td>
<td></td>
</tr>
<tr>
<td>Application contains a letter from the Texas Historical Commission (THC) determining preliminary eligibility for federal or state historic (rehabilitation) tax credits.</td>
<td></td>
</tr>
<tr>
<td>Application includes documentation from the Texas Historical Commission that the property is currently a Certified Historic Structure or determining preliminary eligibility for status as a Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td>Development will be able to document receipt of historic tax credits by the time Forms 8609 are issued.</td>
<td></td>
</tr>
<tr>
<td>At least 75% of the residential units will be within the Certified Historic Structure.</td>
<td></td>
</tr>
<tr>
<td>Attached behind this tab are the THC letter and other documentation described above.</td>
<td></td>
</tr>
<tr>
<td>Application is eligible for five (5) points.</td>
<td>0</td>
</tr>
<tr>
<td>10 Right of First Refusal (Competitive HTC Applications only) [§11.9(e)(7)]</td>
<td>1</td>
</tr>
<tr>
<td>X Development Owner agrees to provide a Right of First Refusal to purchase the Development upon or following the end of the Compliance Period.</td>
<td></td>
</tr>
<tr>
<td>11 Funding Request Amount (Competitive HTC Applications only) [§11.9(e)(8)]</td>
<td>1</td>
</tr>
<tr>
<td>X 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>
<td></td>
</tr>
</tbody>
</table>
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. §5.233(a)(2). Applicant or their designated property management staff shall refer to HUD Handbook 4350.3 REV-1, Chapter 3-30 for further guidance;

(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 L; 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 Household indicating they have waived this right.

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

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

I (We) certify that the Applicant or the designated Property Management staff shall comply with the Overcrowded and Under Occupied Unit requirements set by TDHCA 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

Diana McIver
Printed Name

Manager of Managing Member
Title

February 15, 2019
Date

The State of Texas §

§

COUNTY OF Travis §

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 15 day of February, 2019

(Seal)

VERONICA NEYMAN
Notary Public, State of Texas
Comm. Expires 10-16-2019
Notary ID 130406826

Notary Public Signature
**EXISTING DEVELOPMENT INFORMATION**

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. **Existing Development Assistance On Housing Rehabilitation Activities**

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

   Provide a brief description of the restrictions or subsidies the existing Property will have or continue in the space below:

   

   A copy of the contract or agreement securing the funds identified above is provided behind this form.
   The source of funds is:
   The annual amount of funds is:
   The number of units receiving assistance:
   The term of the contract or agreement is (date):
   The expiration of the contract or agreement is (date):

   **Part B. Acquisition Of Existing Buildings** (applicable only to HTC applications with Acquisition credits requested)
   Date of the most recent sale or transfer of the building(s):
   In the last ten years, did the previous owner perform rehabilitation work greater than 25% of the building’s adjusted basis?
   Was the building occupied at any time during the last ten years?
   Was the building occupied or suitable for occupancy at the time of purchase?
   Will the acquisition meet the requirements of §42(d)(2)(B)(ii) relating to the 10-year placed in service rule?
   If “Yes”, provide a copy of a title commitment that the Development meets the requirements of §42(d)(2)(B)(ii) as to the 10 year period.
   If “No”, does the property qualify for a waiver under §42(d)(6)?
   If “Yes”, provide the waiver and/or other documentation.
   How many buildings will be acquired for the Development?
Existing Development Assistance (continued)

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

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

When will the remaining buildings be under control?

<table>
<thead>
<tr>
<th>Identification or address(es) of Building(s) under Owner’s Control</th>
<th>Type of Control (Ownership, Option, Purchase Contract)</th>
<th>Expiration Date</th>
<th># of Units</th>
<th>Acquisition Cost of Building</th>
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Provide the information listed below concerning the acquisition of building(s) for the Development:

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

2. Building(s) acquired or to be acquired with Buyer’s Basis:
   □ Determined with reference to Seller’s Basis  □ Not Determined with reference to Seller’s Basis

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

<table>
<thead>
<tr>
<th>Building Address(es)</th>
<th>PIS date of building by most recent</th>
<th>Proposed Acquisition date</th>
<th>Years between PIS &amp; Acquisition</th>
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3. Lead Based Paint (Section 811 PRA and Direct Loan Applications Only)

Development constructed before January 1, 1978  □

If yes, check each of the following that applies [24 CFR 35.115]:

□ Emergency repairs to the property are being performed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage due to natural disaster, fire or structural collapse. The exemption applies only to repairs necessary to respond to the emergency.

□ The property will not be used for human residential habitation. This does not apply to common areas such as hallways and stairways of residential and mixed-use properties.

□ Housing “exclusively” for the elderly or persons with disabilities, with the provision that children less than six years of age will not reside in the dwelling unit.

□ An inspection performed according to HUD standards found the property contained no lead-based paint.

□ According to documented methodologies, lead-based paint has been identified and removed; and the property has achieved clearance.

□ The rehabilitation will not disturb any painted surface.

□ The property has no bedrooms.

□ The property is currently vacant and will remain vacant until demolition.

2/18/2019
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

2/18/2019
For Direct Loan Applications: A displaced person is covered under Section 104(d) if they are a low-income person displaced by demolition (including acquisition involving demolition) OR conversion (if market rent of the dwelling did not exceed the fair market rent before conversion).

Check all that apply:

☐ The activity involves demolition of existing occupied structures.
☐ The activity involves conversion of occupied rental property occupied by any tenant.

Applicants for Direct Loan funds that plan to rehabilitate, demolish and/or reconstruct occupied housing units must comply with the Section 104(d). By signing below, the Applicant certifies that they will comply with the Residential Anti-Displacement and Relocation Assistance Plan (RARAP) approved by the Department on June 1, 2012. https://www.tdhca.state.tx.us/program-services/ura/docs/RARAP.pdf

The RARAP, as approved follows the Housing and Community Development Act of 1974, and HUD regulations at 24 CFR §42.325. The Department, through its subgrantees, will offer relocation assistance for lower-income tenants who, in connection with an activity assisted under a Direct Loan move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR §42 350

The purpose and goals of the RARAP is to:

(1) Provide (through its subgrantees) Relocation Assistance
(2) Minimize Displacement
(3) Ensure a One-for-One Replacement of Lower-Income Dwelling Units

I (we) certify that I (we) have read and understand the Department’s approved Residential Anti-Displacement and Relocation Assistance Plan (RARAP), and I (we) will comply will all parts of the plan as they apply to this Application.

Signature of Applicant

Printed Name

Date

2/18/2019
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

X Site Plan which:

X states the size of the site on its face;
X 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;
X includes a table matrix specifying the square footage of Common Area space on a building by building basis;
X identifies all residential and common buildings, in place on the Development Site, and labels them consistently with the Building/Unit Type Configuration form;
X shows the locations (by unit and floor) of mobility and hearing/visual accessible units (unless included in residential building floor plans);
X indicates the location and number of parking spaces, garages and carports, as applicable;
X indicates the location and number of accessible parking spaces, including van accessible spaces;
X includes information regarding local parking requirements, as applicable;
X 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;
X indicates placement of detention/retention pond(s) or states there are no detention ponds;
X clearly delineates the flood plain boundary lines or states there is no floodplain;
X describes, if applicable, how flood mitigation or other required mitigation will be accomplished; and
X identifies all pipeline easements on or adjacent to the Development Site (§11.101(2)(l)).

X Residential Building floor plans should include the following, building by building:

X 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
X location of accessible units (unless included on Site Plan).

N/A 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:

X 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);
X 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.

X Unit floor plans for each type of Unit:

X must include the square footage of each type of Unit; and
X must include floor plans for the accessible Units.

X Elevations for each side of each building type which include:

X a percentage estimate of the exterior composition of each elevation; and
X roof pitch.

N/A Photos of building elevations for Rehab and Adaptive Reuse developments not altering the unit configuration.
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AUSTIN, TX  |  318360  |  MARCH 01, 2019

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SCALE: 1" = 40'

Site Plan

PROJECT TOTALS
STUDIO - 52
1 BR - 20
2 BR - 12
3 BR - 8
TOTAL - 92 UNITS
GROUND FLOOR
NO RESIDENTIAL UNITS

PARKING
GARAGE PARKING
35 STANDARD
7 ADA (INCLUDING 2 VAN)
4 COMPACT
46 TOTAL

PROPOSED PARKING
17 COMPACT
63 TOTAL SPACES PROVIDED

136 SPACES REQUIRED BY CITY OF AUSTIN LDC 25-6, APPENDIX A.
CITY OF AUSTIN PARKING REDUCTIONS PER PLAZA SALITLLO TOD REGULATING PLAN 4.5.2.
-50% MAX REDUCTION FROM BASE REQUIREMENT OF AUSTIN LDC SECTION 25-6 APPENDIX A.
-BASE REDUCTION IS 40% OF TOTAL REQUIRED PER PLAZA SALITLLO TOD REGULATING PLAN 4.5.2A.
-ADDITIONAL 10% REDUCTION FOR PROVIDING FULLY ENCLOSED LOCKABLE BICYCLE PARKING PER PLAZA SALITLLO REGULATING PLAN 4.5.4E.

SITE ACREAGE
0.661 ACRE (East Lot)
0.156 ACRE (West Lot)
0.817 TOTAL ACRE

PROPERTY IS NOT WITHIN A FLOOD PLAIN.
BELOW GRADE DETENTION PROVIDED; RAIN GARDEN TO MEET COA WATER QUALITY REQUIREMENTS.

*Refer to Recap Sheet for Additional Project Data including the square footage of balconies, circulation, and non-rentable space.
### Recap Sheet

**Unit Net Leasable Area Calculations**

<table>
<thead>
<tr>
<th>Unit Design / Name</th>
<th>Unit Type</th>
<th>Net SF per unit</th>
<th>Unit Count</th>
<th>HUD Section 504 Accessible Units</th>
<th>SMART Housing Accessible Units</th>
<th>Hearing/Visual Accessible</th>
<th>% of units</th>
<th>Net SF Total</th>
<th>Parking Req</th>
<th>50% reduced Parking</th>
<th>Parking Provided</th>
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<tbody>
<tr>
<td><strong>Efficiency Units</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
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<td>551</td>
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<tr>
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<td>56.5%</td>
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<td><strong>1BR/1BA</strong></td>
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</tr>
<tr>
<td>A1</td>
<td>Standard</td>
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<tr>
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<td>Standard</td>
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<td><strong>Total 1BR Units</strong></td>
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<td></td>
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<tr>
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<td>Efficiency</td>
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<td>0 0 1</td>
<td>1 1 3</td>
<td>3</td>
<td>3.3%</td>
<td>3,111</td>
<td>6.0</td>
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<tr>
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<td>Efficiency</td>
<td>1,037</td>
<td>0 1 0</td>
<td>0 0 1</td>
<td>1</td>
<td>1.1%</td>
<td>1,037</td>
<td>2.0</td>
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</tr>
<tr>
<td>B2</td>
<td>Standard</td>
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<tr>
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<td>6.0</td>
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<td>Standard</td>
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<tr>
<td><strong>Total 2BR Units</strong></td>
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<td>13.0%</td>
</tr>
<tr>
<td><strong>3BR/2BA</strong></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>C1</td>
<td>Standard</td>
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<td>0 1 0</td>
<td>1 1 3</td>
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<td>3.3%</td>
<td>3,732</td>
<td>7.5</td>
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<td></td>
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<tr>
<td>C1-HC</td>
<td>Standard</td>
<td>1,244</td>
<td>0 0 1</td>
<td>0 0 1</td>
<td>1</td>
<td>1.1%</td>
<td>1,244</td>
<td>2.5</td>
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<td></td>
<td></td>
</tr>
<tr>
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<td>Standard</td>
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<td>1.1%</td>
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<tr>
<td><strong>Total 3BR Units</strong></td>
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<td></td>
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<td>8.7%</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
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<td>63.6%</td>
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</table>

### Non-Unit Net Area Calculations

**Name** | **Description** | **Ground Level** | **Level 2** | **Level 3** | **Level 4** | **Level 5** | **Balcony Area Calculations** |
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<thead>
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<th></th>
<th></th>
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<td></td>
<td></td>
<td><strong>Ground Level</strong></td>
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<td>Mobility Area</td>
<td>(Public restrooms) Includes: Community Rooms/Lounge/Tennis/Laundry/Reading/Toy Room/Next</td>
<td>20.4</td>
<td>2.356</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td><strong>Level 2</strong> 27%</td>
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<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Level 3</strong> 27%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Level 4</strong> 27%</td>
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<td></td>
<td><strong>TOTAL</strong> 1.06</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Total Less Open Parking Garage</strong> 18.146</td>
</tr>
</tbody>
</table>

### Notes:
- All parking to be covered and uncovered garage spaces
- Building is fully sprinklered (13.8%)
- Unit finishes are 100% Carpet/Vinyl/Resilient Flooring
- Units to have 9’-0” ceiling height
- Building has 3,500 lb elevator

### Efficiency Calculations

- **Unit Net Leasable Area**: 66,222
- **Gross Building Area**: 84,368
- **Efficiency Ratio**: 78.5%
* Refer to Recap Sheet for Additional Project Data including the square footage of balconies, circulation, and non-rentable space.
* Refer to Recap Sheet for Additional Project Data including the square footage of balconies, circulation, and non-rentable space.
UNIT COUNT
STUDIO - 13
1 BR - 4
2 BR - 2
3 BR - 2
TOTAL - 21 UNITS

* Refer to Recap Sheet for Additional Project Data including the square footage of balconies, circulation, and non-rentable space.
UNIT COUNT
STUDIO - 13
1 BR - 6
2 BR - 3
3 BR - 2
TOTAL - 24 UNITS

* Refer to Recap Sheet for Additional Project Data including the square footage of balconies, circulation, and non-rentable space.
UNIT COUNT
STUDIO - 13
1 BR - 6
2 BR - 3
3 BR - 2
TOTAL - 24 UNITS

* Refer to Recap Sheet for Additional Project Data including the square footage of balconies, circulation, and non-rentable space.
UNIT COUNT

STUDIO - 13
1 BR - 4
2 BR - 4
3 BR - 2
TOTAL - 23 UNITS

LEGEND

SERVICE AREA
AMENITY SPACE
STUDIO UNIT
1 BR UNIT
2 BR UNIT
3 BR UNIT

* Refer to Recap Sheet for Additional Project Data including the square footage of balconies, circulation, and non-rentable space.
Unit A1
718 SF

UNIT A1-HC
718 SF
UNIT A3
706 SF
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SCALE: 1/4" = 1'-0"

Unit Floor Plans
Two Bedroom / Two Bathroom

UNIT B1-HC
1,037 SF
UNIT B2
1,141 SF

UNIT B2

LIVING
LAUNDRY
BEDROOM
BATHROOM
CLOSET
BEDROOM
KITCHEN
BATHROOM
CLOSET
MECH

SCALE: 1/4" = 1'-0"
UNIT B4
1,098 SF
UNIT C1-HC
1,244 SF

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AUSTIN, TX  |  78703  |  MARCH 01, 2019
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SCALE: 1/4" = 1'-0"

Unit Floor Plans
Three Bedroom / Two Bathroom

© Nelsen Partners, Inc. 2018
NORTH ELEVATION

EXTERIOR COMPOSITION:
66% CORRUGATED METAL PANEL
34% SMOOTH STUCCO

ROOF PITCH: 1/4" : 12"

TALAVERA PATTERNED FRESCO

WEST ELEVATION

EXTERIOR COMPOSITION:
92% CORRUGATED METAL PANEL
8% SMOOTH STUCCO

ROOF PITCH: 1/4" : 12"

TALAVERA PATTERNED FRESCO
**SOUTH ELEVATION**

Exterior Composition:
- 92% Corrugated Metal Panel
- 8% Smooth Stucco

Roof Pitch: 1/4" : 12"

**EAST ELEVATION**

Exterior Composition:
- 92% Corrugated Metal Panel
- 8% Smooth Stucco

Roof Pitch: 1/4" : 12"
### 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 S1 through 79.

#### Specifications and Amenities (check all that apply)

- **Building Configuration (Check all that apply):**
  - Single Family Construction
  - Two-Family
  - Three or Four Units
  - Five or More
- **Number of Parking Spaces:**
  - Free
  - Paid
- **Architectural Drawings:**
  - Shed or Flat Roof Carport Spaces
  - Detached Garage Spaces
  - Attached Garage Spaces
  - Uncovered Spaces
  - Structured Parking Garages Spaces
- **Floor Composition/Wall Height:**
  - 100% Carpet/Vinyl/Resilient Flooring
  - 9 FT Ceiling Height
  - % Ceramic Tile
  - Upper Floor(s) Ceiling Height (Townhome Only)
  - % Other

#### Development will have:

- Fire Sprinklers
- Elevators
- # of Elevators: 1
- Wt. Capacity: 3500

### Building/Unit Type Table

<table>
<thead>
<tr>
<th>Unit Label</th>
<th># of Bedrooms</th>
<th># of Baths</th>
<th>Sq. Ft. Per Unit</th>
<th>Number of Units Per Building</th>
<th>Total # of Units</th>
<th>Total Sq Ft for Unit Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>E1-01</td>
<td>0</td>
<td>1</td>
<td>551</td>
<td>4</td>
<td>44</td>
<td>24,244</td>
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<td>4</td>
<td>2,236</td>
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<td>1</td>
<td>718</td>
<td>11</td>
<td>11</td>
<td>7,898</td>
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<td>4</td>
<td>2,872</td>
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<td>1</td>
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<tr>
<td>A3</td>
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<td>1</td>
<td>706</td>
<td>2</td>
<td>2</td>
<td>1,412</td>
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<tr>
<td>B1</td>
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<td>2</td>
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<td>2</td>
<td>1,098</td>
<td>1</td>
<td>1</td>
<td>1,098</td>
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<td>3,732</td>
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<td>1,244</td>
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<tr>
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<td>1,328</td>
<td>4</td>
<td>4</td>
<td>5,312</td>
</tr>
</tbody>
</table>

#### Totals

|             | 92 | - | - | - | - | - | - | - | - | - | 92 | 66,222 |

#### Net Rentable Square Footage from Rent Schedule

|             | 66,222 |

---

**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)

Note revised definition of "Common Area" at 10 TAC §11.1 (d)(22).
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.

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<tr>
<th>Mobility</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required</th>
<th>Units Proposed</th>
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<tbody>
<tr>
<td>Unit Description</td>
<td>92</td>
<td>5%</td>
<td>4.6</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>0/1 (550-559 sf)</td>
<td>52</td>
<td>5%</td>
<td>2.6</td>
<td>2.6</td>
<td>2</td>
</tr>
<tr>
<td>1/1 (706-718 sf)</td>
<td>20</td>
<td>5%</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2/2 (1037-1141 sf)</td>
<td>12</td>
<td>5%</td>
<td>0.6</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>C1, C2 (1224 &amp; 1325)</td>
<td>8</td>
<td>5%</td>
<td>0.4</td>
<td>1</td>
<td>1</td>
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<tr>
<td></td>
<td>92</td>
<td>4.6</td>
<td>5.6</td>
<td>5</td>
<td></td>
</tr>
</tbody>
</table>

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

EXAMPLE:

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

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

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

By: [Signature]
By: [Signature]

Printed Name
Firm Name (If applicable)
2/26/2019
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>Unit Description</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>0/1 (550-559 sf)</td>
<td>52</td>
<td>2%</td>
<td>1.04</td>
<td>1.04</td>
<td>1</td>
</tr>
<tr>
<td>1/1 (706-718 sf)</td>
<td>20</td>
<td>2%</td>
<td>0.4</td>
<td>1</td>
<td>0</td>
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<tr>
<td>2/2 (1037-1141 sf)</td>
<td>12</td>
<td>2%</td>
<td>0.24</td>
<td>1</td>
<td>1</td>
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<tr>
<td>C1, C2 (1224 &amp; 132)</td>
<td>8</td>
<td>2%</td>
<td>0.16</td>
<td>1</td>
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<tr>
<td></td>
<td>92</td>
<td></td>
<td>1.84</td>
<td>4.04</td>
<td>2</td>
</tr>
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</table>

*NOTE: If total is more than what is required, Applicant will select which to include under "Units Proposed"

EXAMPLE

<table>
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<tr>
<th>Unit Description</th>
<th>Total Units</th>
<th>Required %</th>
<th>Calculated Units</th>
<th>Units Required (Rounded)</th>
<th>Units Proposed</th>
</tr>
</thead>
<tbody>
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<td>1/1</td>
<td>28</td>
<td>2%</td>
<td>0.56</td>
<td>1</td>
<td>1</td>
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<td>2/2</td>
<td>36</td>
<td>2%</td>
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<td>1</td>
<td>1</td>
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<tr>
<td>3/3</td>
<td>4</td>
<td>2%</td>
<td>0.08</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>D</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>E</td>
<td></td>
<td>2%</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>68</td>
<td></td>
<td>1.36</td>
<td>3</td>
<td>2</td>
</tr>
</tbody>
</table>

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

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

By: [Signature]

Printed Name: [Name]

Firm Name (If applicable): [Firm]

Date: [Date]
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>Leasing office, lobby</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 1:</td>
<td>Community Room</td>
<td>1</td>
</tr>
<tr>
<td>Amenity 2:</td>
<td></td>
<td></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: 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, 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: 92
Total surface parking spaces: 63
Total carports: 0
Total garages: 0

Total parking spaces of all types: 63
Total APSs that serve non-residential purposes (i.e. office, amenities, etc.): 2
Total of all types of parking spaces that serve dwelling units: 61
APSs for mobility accessible units (5% of unit count, if spaces are sufficient): 5
Parking spaces that serve dwelling units in excess of one per unit (if applicable): 0
APSs required in excess of one per mobility accessible unit: 0

Total APSs required (including dwelling units and facilities/amenities): 7

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: 7
Minimum number of carports that must be APSs: 0
Number of garages that must be APSs: 0

APSSs that Must Be Van Spaces

Total Van APSs required, including all types of spaces: 2
Minimum number of surface parking spaces that must be van APSs: 2
Minimum number of carports that must be van APSs: 0
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
Philip Crisara
Printed Name

Date: 2/28/2019
Nelsen Partners
Firm Name (if applicable)

2/26/2019
<table>
<thead>
<tr>
<th>Rent Designations (select from Drop down menu)</th>
<th>HTC Units</th>
<th>MF Direct Loan Units (HOME Rent/Inc)</th>
<th>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>
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<td>TC 30%</td>
<td>4</td>
<td>0</td>
<td>1.0</td>
<td>550</td>
<td>2,200</td>
<td>451</td>
<td>46</td>
<td>405</td>
<td>1,620</td>
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<td>0</td>
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<td>551</td>
<td>15,979</td>
<td>752</td>
<td>46</td>
<td>706</td>
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<tr>
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<td>903</td>
<td>46</td>
<td>857</td>
<td>12,855</td>
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<td></td>
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<td>559</td>
<td>2,236</td>
<td>451</td>
<td>46</td>
<td>405</td>
<td>1,620</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
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<td>718</td>
<td>7,898</td>
<td>806</td>
<td>54</td>
<td>752</td>
<td>8,272</td>
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<tr>
<td>TC 60%</td>
<td>1</td>
<td>1</td>
<td>1.0</td>
<td>718</td>
<td>7,898</td>
<td>806</td>
<td>54</td>
<td>752</td>
<td>8,272</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>TC 30%</td>
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<td>1</td>
<td>1.0</td>
<td>718</td>
<td>7,898</td>
<td>806</td>
<td>54</td>
<td>752</td>
<td>8,272</td>
<td></td>
<td></td>
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<td>1</td>
<td>1</td>
<td>1.0</td>
<td>718</td>
<td>7,898</td>
<td>806</td>
<td>54</td>
<td>752</td>
<td>8,272</td>
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</tr>
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<td>718</td>
<td>7,898</td>
<td>806</td>
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<td>752</td>
<td>8,272</td>
<td></td>
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<td>2.0</td>
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<td>2,090</td>
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<td>1,085</td>
<td>2,170</td>
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<td>1,085</td>
<td>4,968</td>
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</tr>
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</table>

<table>
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<tr>
<th>RENT LIMITS</th>
<th>AMI</th>
<th>Number of</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
<th>$</th>
</tr>
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<td>60</td>
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<td>$967</td>
<td>$1,161</td>
<td>$1,341</td>
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</tr>
</tbody>
</table>

| TOTAL (92)              | 66,222    | 71,846    | 66,222 |        |        |        |        |

- Non Rental Income: $5.00 per unit/month for: laundry 460
- Total NonRental Income: $5.00 per unit/month for: 460
- Potential Gross Monthly Income: 72,306
- Provision for Vacancy & Collection Loss % of Potential Gross Income: 7.50% (5,423)
- Rental Concessions (enter as a negative number) Enter as a negative value 66,883
- Effective Gross Monthly Income: 802,597
- x 12 = Effective Gross Annual Income

If a revised form is submitted, date of submission: 2/26/2019
## Rent Schedule (Continued)

<table>
<thead>
<tr>
<th></th>
<th>% of Li</th>
<th>% of Total</th>
</tr>
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<td></td>
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<tr>
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<tr>
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<td>16% 15</td>
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<td>51%</td>
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</tr>
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<td>32%</td>
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<tr>
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<td>2% 2</td>
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<tr>
<td>Total HTC Units</td>
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| **NATIONAL HOUSING TRUST FUND** |         |            |
| HTF30%  |         | 0          |
| HTF Li Total | 0 |            |
| MR      |         | 0          |
| MR Total|         | 0          |
| HTF Total|         | 0          |

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<th>% of Total</th>
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<td>MRB40%</td>
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<td>MRB80%</td>
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<th><strong>BOND</strong></th>
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<td>MRB Li Total</td>
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<tr>
<td>MRBMR</td>
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<td>MRBMR Total</td>
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<td>MRB Total</td>
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<table>
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<tr>
<th><strong>DIRECT LOAN</strong></th>
<th>% of Li</th>
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<td>30%</td>
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<td>LH/50%</td>
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<td>HH/80%</td>
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<tr>
<td>Direct Loan Li Total</td>
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<tr>
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<table>
<thead>
<tr>
<th><strong>OTHER</strong></th>
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### BEDROOMS

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<td>4</td>
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<tr>
<td>5</td>
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### ACQUISITION + HARD

- **Cost Per Sq Ft**: $119.20
- **HARD**: $119.20
- **BUILDING**: $138.05

---

DO NOT USE THIS CALCULATION TO SCORE POINTS UNDER 11.9(e)(2). At the end of the Development Cost Schedule, you will have the ability to adjust your eligible costs to qualify. Points will be entered there.
### Utility Allowances [§10.614]

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

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

<table>
<thead>
<tr>
<th>Utility</th>
<th>Who Pays</th>
<th>Energy Source</th>
<th>0BR</th>
<th>1BR</th>
<th>2BR</th>
<th>3BR</th>
<th>4BR</th>
<th>Source of Utility Allowance &amp; Effective Date</th>
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<tbody>
<tr>
<td>Heating</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 15.35</td>
<td>$ 17</td>
<td>$ 21</td>
<td>$ 23</td>
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<td>HUD Utility Schedule Model - 2/15/19</td>
</tr>
<tr>
<td>Cooking</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 2.92</td>
<td>$ 3</td>
<td>$ 5</td>
<td>$ 7</td>
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<tr>
<td>Other Electric</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 11.03</td>
<td>$ 13</td>
<td>$ 18</td>
<td>$ 23</td>
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<td>HUD Utility Schedule Model - 2/15/19</td>
</tr>
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<td>Air Conditioning</td>
<td>Tenant</td>
<td>Electric</td>
<td>$ 9.66</td>
<td>$ 13</td>
<td>$ 22</td>
<td>$ 30</td>
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<td>HUD Utility Schedule Model - 2/15/19</td>
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<td>$ 6.58</td>
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<td>$ 15</td>
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<td>Water Landlord</td>
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<td></td>
</tr>
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<td>Sewer Landlord</td>
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<td></td>
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<td>Flat Fee Tenant</td>
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<tr>
<td><strong>Total Paid by Tenant</strong></td>
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<td>$ 46.00</td>
<td>$ 54.00</td>
<td>$ 76.00</td>
<td>$ 98.00</td>
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</tr>
</tbody>
</table>

**Other (Describe)**

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

2/18/2019
TexaS Degoctorpment of HousiNg aNd CoMMunity AffairS

February 15, 2019

Veronica Neyman
DMA Companies
Austin, Texas
veronican@dmacompanies.com

RE: 2019 HTC and MFDL Application – proposed site located in Austin, Texas

HTC File: 19239

Dear Ms. Neyman:

The Texas Department of Housing and Community Affairs (the Department) has calculated the utility allowance a proposed 2019 Housing Tax Credit ("HTC") and Multifamily Direct Loan ("MFDL") application, located in Austin, Texas using the HUD Utility Schedule Model in accordance with 10TAC §10.614(k). This allowance is calculated based on the following representations:

1. That the residents are financially responsible for electricity, water, sewer, and trash, and that the utilities are not paid to or through the owner of the building based on an allocation formula or RUBS; and,
2. That the only building type is Apartments 5+.

As a reminder, HTC buildings with MFDL units are considered to be HUD Regulated buildings under Treasury Regulation §1.42-10 and, as such, the applicable utility allowance for all rent restricted Units in the building is the applicable this utility allowance calculated for the MFDL program. No other utility method described in this section can be used by HUD-regulated buildings.

Please see attached schedule dated February 15, 2019. This allowance can be used for underwriting purposes. If you are successful in obtaining an allocation, the Owner may elect to use the Written Local Estimate, HUD Utility Schedule Model, Energy Consumption Model, or the Agency Estimate for leasing; however, a request identifying the chosen method to establish the utility allowance must be submitted to the Department for review and approval, at minimum, 90 days prior to the commencement of leasing activities. Please see §10.614(d) for guidance.

If you have any further questions, please contact Cody Campbell toll free in Texas at (800) 643-8204, directly at (512) 475-4603, or email: cody.campbell@tdhca.state.tx.us.

Sincerely,

Cody Campbell
Senior Compliance Monitor
### Allowances for Tenant-Furnished Utilities and Other Services

**U.S. Department of Housing and Urban Development**
**Office of Public and Indian Housing**

<table>
<thead>
<tr>
<th>Locality</th>
<th>Green Discount</th>
<th>Unit Type</th>
<th>Date (mm/dd/yyyy)</th>
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<td>Larger Apartment Bldgs. (5+ units)</td>
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<th>4 BR</th>
<th>5 BR</th>
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<tbody>
<tr>
<td><strong>Space Heating</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Natural Gas</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottled Gas</td>
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<td><strong>Cooking</strong></td>
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<td><strong>Other Electric</strong></td>
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<td>Bottled Gas</td>
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<td>Fuel Oil</td>
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<tr>
<td><strong>Water</strong></td>
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<td>$17.90</td>
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<td>$17.90</td>
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<tr>
<td><strong>Range/Microwave</strong></td>
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<tr>
<td><strong>Refrigerator</strong></td>
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</tr>
<tr>
<td><strong>Other - specify</strong></td>
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<tr>
<td><strong>Total</strong></td>
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<td>$173.38</td>
<td>$274.51</td>
<td>$416.71</td>
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<td>$174.00</td>
<td>$275.00</td>
<td>$417.00</td>
<td>$561.00</td>
<td>$707.00</td>
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</table>

- **Utilities Allowances**
  - **Space Heating** (Natural Gas, Bottled Gas, Electric Resistance, Electric Heat Pump, Fuel Oil)
  - **Cooking** (Natural Gas, Bottled Gas, Electric, Other Electric)
  - **Air Conditioning**
  - **Water Heating** (Natural Gas, Bottled Gas, Electric, Fuel Oil)
  - **Water**
  - **Sewer**
  - **Trash Collection**
  - **Range/Microwave**
  - **Refrigerator**
  - **Other - specify**

**Total Allowances**: $46.00, $54.00, $76.00, $98.00
## ANNUAL OPERATING EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
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</tr>
<tr>
<td>Accounting</td>
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<tr>
<td>Advertising</td>
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<tr>
<td>Legal fees</td>
<td>$500</td>
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<tr>
<td>Leased equipment</td>
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<tr>
<td>Postage &amp; office supplies</td>
<td>$7,500</td>
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<tr>
<td>Telephone</td>
<td>$7,500</td>
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<td>Other</td>
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<td><strong>Total General &amp; Administrative Expenses:</strong></td>
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<tr>
<td>Management Fee</td>
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<tr>
<td>Percent of Effective Gross Income</td>
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<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
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<tr>
<td>Management</td>
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<tr>
<td>Maintenance</td>
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<td><strong>Total Payroll, Payroll Tax &amp; Employee Benefits:</strong></td>
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<td>Repairs &amp; Maintenance</td>
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<tr>
<td>Elevator</td>
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<td>Grounds</td>
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<td>Make-ready</td>
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<td>Pool</td>
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<tr>
<td><strong>Total Repairs &amp; Maintenance:</strong></td>
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<tr>
<td>Utilities (Enter Only Property Paid Expense)</td>
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<td>Electric</td>
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<tr>
<td>Natural gas</td>
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<tr>
<td>Trash</td>
<td>$6,000</td>
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<tr>
<td>Water/Sewer</td>
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<tr>
<td>Other</td>
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<td><strong>Total Utilities:</strong></td>
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<td>Annual Property Insurance</td>
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<tr>
<td>Rate per net rentable square foot</td>
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<td><strong>Property Taxes:</strong></td>
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<td>Published Capitalization Rate</td>
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<td>Annual Property Taxes</td>
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<td>Payments in Lieu of Taxes</td>
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<td><strong>Total Property Taxes:</strong></td>
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<td>Reserve for Replacements</td>
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<td>Annual reserves per unit</td>
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<td><strong>Total Other Expenses:</strong></td>
<td>$8,890</td>
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<td><strong>TOTAL ANNUAL EXPENSES:</strong></td>
<td>$478,490</td>
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<tr>
<td><strong>Expense to Income Ratio:</strong></td>
<td>59.62%</td>
</tr>
<tr>
<td><strong>NET OPERATING INCOME (before debt service):</strong></td>
<td>$324,107</td>
</tr>
<tr>
<td>Annual Debt Service</td>
<td></td>
</tr>
<tr>
<td>Chase Bank - First Lien</td>
<td>$174,450</td>
</tr>
<tr>
<td>Annual Lease Payment</td>
<td>$95,000</td>
</tr>
<tr>
<td><strong>TDHCA Bond-Issuer Admin Fee (0.10%):</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>TOTAL ANNUAL DEBT SERVICE:</strong></td>
<td>$269,450</td>
</tr>
<tr>
<td><strong>Debt Coverage Ratio:</strong></td>
<td>1.20</td>
</tr>
<tr>
<td><strong>NET CASH FLOW:</strong></td>
<td>$54,657</td>
</tr>
</tbody>
</table>

If a revised form is submitted, date of submission: 3/1/2019
February 26, 2018

Janine Sisak
Senior Vice President/General Counsel
Diana McIver & Associates, Inc.
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

Dear Janine,

Galloway Insurance Agency is pleased to present this insurance premium indication for DMA’s proposed project Talavera Lofts at East 5th and Navasota in Austin, Texas. The premium indication for property, rental income, and liability (including $10,000,000 excess) insurance is $35,000. The policy would carry a $10,000 deductible with $25,000 deductible for wind/hail.

This is a premium indication only based upon the building replacement cost of $18,500,000 that you provided. Coverage cannot be bound from this indication which is based on current market assumptions and coverage limitations. Flood insurance if required would be additional.

Sincerely,

Kyle Stripling
President

Galloway Insurance Agency
P.O. Box 8
Burnet, TX 78611
(512) 756-2988
Fax (512) 756-7308
The pro forma should be based on the operating income and expense information for the base year (first year of stabilized occupancy using today’s best estimates of market rents, restricted rents, rental income and expenses), and principal and interest debt service. The Department uses an annual growth rate of 2% for income and 3% for expenses. Written explanation for any deviations from these growth rates or for assumptions other than straight-line growth made during the proforma period should be attached to this exhibit.

### INCOME

<table>
<thead>
<tr>
<th>Year</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>$862,152</td>
<td>$879,395</td>
<td>$896,983</td>
<td>$914,923</td>
<td>$933,221</td>
<td>$1,030,351</td>
<td>$1,137,591</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$5,520</td>
<td>$5,630</td>
<td>$5,743</td>
<td>$5,858</td>
<td>$5,975</td>
<td>$6,597</td>
<td>$7,284</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$867,672</td>
<td>$885,025</td>
<td>$902,726</td>
<td>$920,780</td>
<td>$939,196</td>
<td>$1,036,948</td>
<td>$1,144,675</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($65,075)</td>
<td>($66,377)</td>
<td>($67,704)</td>
<td>($69,059)</td>
<td>($70,440)</td>
<td>($77,771)</td>
<td>($85,866)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$802,597</td>
<td>$818,649</td>
<td>$835,022</td>
<td>$851,722</td>
<td>$868,756</td>
<td>$959,177</td>
<td>$1,059,039</td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$33,000</td>
<td>$33,990</td>
<td>$35,010</td>
<td>$36,060</td>
<td>$37,142</td>
<td>$43,058</td>
<td>$49,915</td>
</tr>
<tr>
<td>Management Fee</td>
<td>$48,100</td>
<td>$49,062</td>
<td>$50,043</td>
<td>$51,044</td>
<td>$52,065</td>
<td>$57,484</td>
<td>$63,467</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$120,000</td>
<td>$123,600</td>
<td>$127,308</td>
<td>$131,127</td>
<td>$135,061</td>
<td>$156,573</td>
<td>$181,511</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$52,000</td>
<td>$53,560</td>
<td>$55,167</td>
<td>$56,822</td>
<td>$58,526</td>
<td>$67,848</td>
<td>$78,655</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$56,000</td>
<td>$57,680</td>
<td>$59,410</td>
<td>$61,193</td>
<td>$63,028</td>
<td>$73,067</td>
<td>$84,705</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,000</td>
<td>$36,050</td>
<td>$37,132</td>
<td>$38,245</td>
<td>$39,393</td>
<td>$45,667</td>
<td>$52,941</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$85,000</td>
<td>$87,550</td>
<td>$90,177</td>
<td>$92,882</td>
<td>$95,668</td>
<td>$110,906</td>
<td>$128,570</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$23,000</td>
<td>$23,690</td>
<td>$24,401</td>
<td>$25,133</td>
<td>$25,887</td>
<td>$30,010</td>
<td>$34,790</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$8,890</td>
<td>$9,157</td>
<td>$9,431</td>
<td>$9,714</td>
<td>$10,006</td>
<td>$11,599</td>
<td>$13,447</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$478,490</td>
<td>$492,364</td>
<td>$506,644</td>
<td>$512,343</td>
<td>$536,473</td>
<td>$619,045</td>
<td>$714,470</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$324,107</td>
<td>$326,285</td>
<td>$328,378</td>
<td>$330,379</td>
<td>$332,284</td>
<td>$340,132</td>
<td>$344,539</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Year</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
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<td>95,000</td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$54,657</td>
<td>$56,835</td>
<td>$58,928</td>
<td>$60,929</td>
<td>$62,834</td>
<td>$70,682</td>
<td>$75,089</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$54,657</td>
<td>$111,491</td>
<td>$170,419</td>
<td>$231,348</td>
<td>$294,182</td>
<td>$627,971</td>
<td>$992,397</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.23</td>
<td>1.26</td>
<td>1.28</td>
</tr>
</tbody>
</table>

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

Signature, Authorized Representative, Construction or Permanent Lender

Signature, Authorized Representative, Syndicator

David Saling
Phone: 512-479-2218
Printed Name: david.saling@chase.com
Date: 2/28/2019

Dan Kierce
Printed Name: 2/28/2019

If a revised form is submitted, date of submission: 3/1/2019
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 YEAR</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>10</th>
<th>15</th>
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<tr>
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<td>$0</td>
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<tr>
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<th>YEAR 2</th>
<th>YEAR 3</th>
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<td>$9,714</td>
<td>$10,066</td>
<td>$11,599</td>
<td>$13,447</td>
</tr>
<tr>
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<td>$492,364</td>
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<td>$521,343</td>
<td>$536,473</td>
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<td>$328,378</td>
<td>$330,379</td>
<td>$332,284</td>
<td>$340,132</td>
<td>$344,539</td>
</tr>
</tbody>
</table>

| DEBT SERVICE | | | | | | | |
|--------------|--------|--------|--------|--------|--------|--------|
| First Deed of Trust Annual Loan Payment | $174,450 | $174,450 | $174,450 | $174,450 | $174,450 | $174,450 | $174,450 |
| Second Deed of Trust Annual Loan Payment | $95,000 | $95,000 | $95,000 | $95,000 | $95,000 | $95,000 | $95,000 |
| Third Deed of Trust Annual Loan Payment | $95,000 | $95,000 | $95,000 | $95,000 | $95,000 | $95,000 | $95,000 |
| ANNUAL NET CASH FLOW | $54,657 | $56,835 | $58,928 | $60,929 | $62,834 | $70,682 | $75,089 |
| CUMULATIVE NET CASH FLOW | $54,657 | $111,491 | $170,419 | $231,348 | $294,182 | $627,971 | $992,397 |
| Debt Service Ratio | 1.20 | 1.21 | 1.22 | 1.23 | 1.23 | 1.26 | 1.28 |

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

David Saling
Printed Name
2/28/2019
Phone: 512-479-2218
Email: david.saling@chase.com
Date
2/28/2019
If a revised form is submitted, date of submission: 3/1/2019
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</td>
<td></td>
<td></td>
<td>$83,200.00</td>
<td></td>
<td>$83,200.00</td>
<td></td>
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<tr>
<td>Off site paving</td>
<td></td>
<td></td>
<td>$114,800</td>
<td></td>
<td>$114,800</td>
<td></td>
</tr>
</tbody>
</table>

Lines 35-37 Hidden

Total: 198,000

Signature of Registered Engineer responsible for Budget Justification

Dwayne Shoppa

Printed Name

2/28/2019

Date

If a revised form is submitted, date of submission: 2/26/2019
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 Costs, 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>Labor or Unit Price</th>
<th>Materials or # of Units</th>
<th>Total Construction Costs</th>
<th>Acquisition Costs</th>
<th>Engineering / Architectural Costs</th>
<th>Total Activity Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rough grading</td>
<td></td>
<td></td>
<td>$137,000</td>
<td></td>
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<td>$137,000</td>
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<tr>
<td>Fine grading</td>
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<td></td>
<td>$14,000</td>
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<td></td>
<td>$14,000</td>
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<tr>
<td>On-site concrete</td>
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<tr>
<td>On-site electrical</td>
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<td></td>
<td>$40,000</td>
<td></td>
<td></td>
<td>$40,000</td>
</tr>
<tr>
<td>On-site paving</td>
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<td></td>
<td>$4,000</td>
<td></td>
<td></td>
<td>$4,000</td>
</tr>
<tr>
<td>On-site utilities</td>
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<td></td>
<td>$135,000</td>
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<tr>
<td>Decorative masonry</td>
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<td>$10,000</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td></td>
<td></td>
<td>$10,000</td>
<td></td>
<td></td>
<td>$10,000</td>
</tr>
</tbody>
</table>

Total: $400,400

---

Signature of Registered Engineer: Dwayne Shoppa
Printed Name: Dwayne Shoppa
Seal: State of Texas
Date: 2/28/2019

If a revised form is submitted, date of submission: 2/26/2019
# 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>Total Cost</th>
<th>Eligible Basis (If Applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACQUISITION</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Existing building acquisition cost</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; acq. 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>
<tr>
<td><strong>Subtotal Acquisition Cost</strong></td>
<td>$25,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>OFF-SITES(^2)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site concrete</td>
<td>$83,200</td>
<td></td>
</tr>
<tr>
<td>Storm drains &amp; devices</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Water &amp; fire hydrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site utilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sewer lateral(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Off-site paving</td>
<td>$114,800</td>
<td></td>
</tr>
<tr>
<td>Off-site electrical</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><strong>Subtotal Off-Sites Cost</strong></td>
<td>$198,000</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE WORK(^2)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Demolition</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asbestos Abatement (Demolition Only)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detention</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rough grading</td>
<td>$137,000</td>
<td>$137,000</td>
</tr>
<tr>
<td>Fine grading</td>
<td>$14,000</td>
<td>$14,000</td>
</tr>
<tr>
<td>On-site concrete</td>
<td>$50,400</td>
<td>$50,400</td>
</tr>
<tr>
<td>On-site electrical</td>
<td>$40,000</td>
<td>$40,000</td>
</tr>
<tr>
<td>On-site paving</td>
<td>$4,000</td>
<td>$4,000</td>
</tr>
<tr>
<td>On-site utilities</td>
<td>$135,000</td>
<td>$135,000</td>
</tr>
<tr>
<td>Decorative masonry</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Bumper stops, striping &amp; signs</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Work Cost</strong></td>
<td>$400,400</td>
<td>$0</td>
</tr>
<tr>
<td><strong>SITE AMENITIES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Landscaping</td>
<td>$92,000</td>
<td>$92,000</td>
</tr>
<tr>
<td>Pool and decking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Athletic court(s), playground(s)</td>
<td>$117,500</td>
<td>$117,500</td>
</tr>
<tr>
<td>Fencing</td>
<td>$9,000</td>
<td>$9,000</td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Site Amenities Cost</strong></td>
<td>$218,500</td>
<td>$0</td>
</tr>
</tbody>
</table>

---

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Before 11.9(e)(2)</th>
<th>After 11.9(e)(2)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete</td>
<td>235,500</td>
<td>235,500</td>
</tr>
<tr>
<td>Masonry</td>
<td>256,400</td>
<td>256,400</td>
</tr>
<tr>
<td>Metals</td>
<td>632,000</td>
<td>632,000</td>
</tr>
<tr>
<td>Woods and Plastics</td>
<td>1,513,942</td>
<td>1,513,942</td>
</tr>
<tr>
<td>Thermal and Moisture Protection</td>
<td>1,134,180</td>
<td>1,134,180</td>
</tr>
<tr>
<td>Roof Covering</td>
<td>132,402</td>
<td>132,402</td>
</tr>
<tr>
<td>Doors and Windows</td>
<td>303,500</td>
<td>303,500</td>
</tr>
<tr>
<td>Finishes</td>
<td>1,195,199</td>
<td>1,195,199</td>
</tr>
<tr>
<td>Specialties</td>
<td>390,120</td>
<td>390,120</td>
</tr>
<tr>
<td>Furnishings</td>
<td>170,200</td>
<td>170,200</td>
</tr>
<tr>
<td>Special Construction</td>
<td>20,000</td>
<td>20,000</td>
</tr>
<tr>
<td>Conveying Systems (Elevators)</td>
<td>110,000</td>
<td>110,000</td>
</tr>
<tr>
<td>Mechanical (HVAC; Plumbing)</td>
<td>1,196,180</td>
<td>1,196,180</td>
</tr>
<tr>
<td>Electrical</td>
<td>1,202,600</td>
<td>1,202,600</td>
</tr>
<tr>
<td>Individually itemize costs below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detached Community Facilities/Building</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carports and/or Garages</td>
<td></td>
<td></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>650,000</td>
<td>650,000</td>
</tr>
<tr>
<td>Commercial Parking Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other (specify) · see footnote 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Building Costs Before 11.9(e)(2)  

$9,142,223 $0 $9,142,223

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

$81.00 psf $5,363,982

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.

TOTAL BUILDING COSTS & SITE WORK  

(including site amenities)

$9,761,123 $0 $9,761,123

Contingency 5.58% $555,806 $0 $555,806

$5,363,982 + $555,806 = $6,919,788

TOTAL HARD COSTS

<table>
<thead>
<tr>
<th>Item</th>
<th>%THC</th>
<th>%EHC</th>
</tr>
</thead>
<tbody>
<tr>
<td>General requirements (&lt;6%)</td>
<td>5.52%</td>
<td>580,000</td>
</tr>
<tr>
<td>Field supervision (within GR limit)</td>
<td>1.85%</td>
<td>195,000</td>
</tr>
<tr>
<td>Contractor profit (&lt;6%)</td>
<td>5.52%</td>
<td>580,000</td>
</tr>
</tbody>
</table>

TOTAL CONTRACTOR FEES  

$1,355,000 $0 $1,355,000

TOTAL CONSTRUCTION CONTRACT Before 11.9(e)(2)  

$11,869,929 $0 $7,893,688

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

$0.00 psf

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.
## SOFT COSTS

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architectural - Design fees</td>
<td>800,000</td>
<td>800,000</td>
</tr>
<tr>
<td>Architectural - Supervision fees</td>
<td>80,000</td>
<td>80,000</td>
</tr>
<tr>
<td>Engineering fees</td>
<td>500,000</td>
<td>500,000</td>
</tr>
<tr>
<td>Real estate attorney/other legal fees</td>
<td>175,000</td>
<td>175,000</td>
</tr>
<tr>
<td>Accounting fees</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Impact Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building permits &amp; related costs</td>
<td>522,900</td>
<td>522,900</td>
</tr>
<tr>
<td>Appraisal</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Market analysis</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Environmental assessment</td>
<td>30,000</td>
<td>30,000</td>
</tr>
<tr>
<td>Soils report</td>
<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>Survey</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Marketing</td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td>Hazard &amp; liability insurance</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Real property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal property taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tenant Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FFE</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td><strong>Soft Cost Contingency</strong></td>
<td>50,000</td>
<td>50,000</td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Soft Cost</strong></td>
<td>$2,532,900</td>
<td>$0</td>
</tr>
</tbody>
</table>

### FINANCING:

#### CONSTRUCTION LOAN(S)

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>272,000</td>
<td>272,000</td>
</tr>
<tr>
<td>Loan origination fees</td>
<td>68,000</td>
<td>68,000</td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>100,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Closing costs &amp; legal fees</td>
<td>75,000</td>
<td>75,000</td>
</tr>
<tr>
<td>Inspection fees</td>
<td>25,000</td>
<td>25,000</td>
</tr>
<tr>
<td>Credit Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discount Points</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### PERMANENT LOAN(S)

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan origination fees</td>
<td>23,000</td>
<td></td>
</tr>
<tr>
<td>Title &amp; recording fees</td>
<td>25,000</td>
<td></td>
</tr>
<tr>
<td>Closing costs &amp; legal</td>
<td>25,000</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><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other (specify) - see footnote 1</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### BRIDGE LOAN(S)

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax credit fees</td>
<td>$60,373</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>$100,000</td>
</tr>
<tr>
<td>Credit enhancement fees</td>
<td></td>
</tr>
<tr>
<td>Mortgage insurance premiums</td>
<td></td>
</tr>
<tr>
<td>Cost of underwriting &amp; issuance</td>
<td></td>
</tr>
<tr>
<td>Syndication organizational cost</td>
<td></td>
</tr>
<tr>
<td>Tax opinion</td>
<td></td>
</tr>
<tr>
<td>Refinance (existing loan payoff amt)</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
<tr>
<td>Other (specify) - see footnote 1</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Financing Cost: $773,373

### DEVELOPER FEES

<table>
<thead>
<tr>
<th>Description</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>
</tbody>
</table>

Subtotal Developer Fees: $2,240,000

### RESERVES

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rent-up - new funds</td>
<td></td>
</tr>
<tr>
<td>Rent-up - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Operating - new funds</td>
<td></td>
</tr>
<tr>
<td>Operating - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Replacement - new funds</td>
<td></td>
</tr>
<tr>
<td>Replacement - existing reserves*</td>
<td></td>
</tr>
<tr>
<td>Escrows - new funds</td>
<td></td>
</tr>
<tr>
<td>Escrows - existing reserves*</td>
<td></td>
</tr>
</tbody>
</table>

Subtotal Reserves: $372,957

*Any existing reserve amounts should be listed on the Schedule of Sources.

### TOTAL HOUSING DEVELOPMENT COSTS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: $17,814,159

### TOTAL ELIGIBLE BASIS

- **High Cost Area Adjustment (100% or 130%)**: 130%
- Total Eligible Basis: $0
- Total Adjusted Basis: $16,003,854
- Total Qualified Basis: $16,003,854
- Applicable Percentage: 9.00%
- Credits Supported by Eligible Basis: $1,440,347

### Requested Score for 11.9(e)(2)

- Requested Score: 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: **Steve Sivells**

Phone Number for Contact: **972-980-9810**

If a revised form is submitted, date of submission: **2/26/2019**
## 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>Permanent Period</th>
<th>Lien Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
</tr>
<tr>
<td>Debt</td>
<td></td>
<td>$0</td>
<td>0.00%</td>
<td>$-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>0.00%</td>
<td>$-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
<td>$-</td>
</tr>
<tr>
<td>Chase Bank, N.A.</td>
<td>Conventional Loan</td>
<td>$6,800,000</td>
<td>4.00%</td>
<td>$2,300,000</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Local Government Loan</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Third Party Equity</td>
<td>HTC</td>
<td>$1,440,347</td>
<td>7,777,096</td>
<td>$12,961,827</td>
</tr>
<tr>
<td>Grant</td>
<td>City of Austin</td>
<td>$11.9(d)(2)PS Contribution</td>
<td>$522,900</td>
<td>$522,900</td>
</tr>
<tr>
<td>Deferred Developer Fee</td>
<td>DMA Development Company, LLC</td>
<td>$29,432</td>
<td>29,432</td>
<td>29,432</td>
</tr>
<tr>
<td>Total Sources of Funds</td>
<td>$17,099,996</td>
<td>$17,814,159</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Uses of Funds</td>
<td>$17,099,996</td>
<td>$17,814,159</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).

The sources and uses are as stated, and reflect a typical financing structure with no special approvals required. The City of Austin loan is expected to be committed in August 2019.

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.

The replacement reserves are $250 per unit per annum which is industry standard.

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.

The projected revenue and expenses are as stated. There are no operating subsidies expected.

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: 512-479-2233

Email address: david.a.salim@cityofaustin.gov

2/28/2019
## 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>$ -</td>
<td>0.00%</td>
</tr>
<tr>
<td>Chase Bank, N.A.</td>
<td>Conventional Loan</td>
<td>$6,800,000</td>
<td>4.00%</td>
<td>1</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Local Government Loan</td>
<td>$2,000,000</td>
<td>0.00%</td>
<td>2</td>
</tr>
<tr>
<td>RBC Capital</td>
<td>HTC</td>
<td>$1,440,347</td>
<td>$ 7,777,096</td>
<td>$ 12,961,827</td>
</tr>
<tr>
<td>City of Austin</td>
<td>§11.9(d)(2)LPS Contribution</td>
<td>$522,900</td>
<td>$ 522,900</td>
<td>N/A</td>
</tr>
<tr>
<td>DMA Development Company, LLC</td>
<td></td>
<td>$29,432</td>
<td>$ 29,432</td>
<td>$ 29,432</td>
</tr>
</tbody>
</table>

### Third Party Equity

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amortization Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
</table>

### Grant

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amortization Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
</table>

### Deferred Developer Fee

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amortization Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
</table>

### Other

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Loan/Equity Amount</th>
<th>Interest Rate (%)</th>
<th>Amortization Term (Yrs)</th>
<th>Syndication Rate</th>
</tr>
</thead>
</table>

| Total Sources of Funds | $17,099,996          | $17,814,159        |
| Total Uses of Funds    | $17,814,159          |
**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.

<table>
<thead>
<tr>
<th>Describe the sources and uses of funds (specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments).</th>
</tr>
</thead>
<tbody>
<tr>
<td>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).</td>
</tr>
<tr>
<td>The sources and uses are as stated, and reflect a typical financing structure with no special approvals required. The City of Austin loan is expected to be committed in August 2019.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The replacement reserves are $250 per unit per annum which is industry standard.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>The projected revenue and expenses are as stated. There are no operating subsidies expected.</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Signature, Authorized Representative, Construction or Permanent Lender</th>
<th>Printed Name</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>Email address:</th>
</tr>
</thead>
</table>

If a revised form is submitted, date of submission: 2/26/2019
Financial Capacity, Owner Equity, and Appraisal Requirements
(Multifamily Direct Loan Applications Only, if applicable)

[§13.8(c)(6) and (7)]

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></td>
<td>#DIV/0!</td>
</tr>
</tbody>
</table>

2/18/2019
# Finance Scoring (for Competitive HTC Applications ONLY)

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

Name of the Local Political Subdivision providing the funding:  
**City of Austin**

- [X] 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.
- [X] 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.
- [X] The commitment of development funding is reflected in the Application as a financial benefit to the Development, i.e. reported as a source of funds on the Sources and Uses Form and/or reflected in a lower cost in the Development Cost Schedule, such as notation of a reduction in building permits and related costs.

**Total Points Claimed:** 1

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

- [X] Eligible Pro-Forma and letter stating the Development is financially feasible.  
  **Total Points Claimed:** 16
- [X] Eligible Pro-Forma and letter stating Development and Principals are acceptable.  
  **Total Points Claimed:** 18

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

- Percent of Units restricted to serve households at or below 30% of AMGI  
  **16.30%**
- HTC funding request as a percent of Total Housing Development Cost  
  **8.09%**

### 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

---

*2/26/2019*
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.

- **X** Evidence of any Gap Financing, terms included
- **N/A** Evidence of any Owner Contributions, with financial support if required
- **X** Evidence of Equity Financing (HTC applications only)
- **N/A** Letter from Texas Historical Commission (THC) indicating preliminary eligibility for historic (rehabilitation) tax credits and documentation of Certified Historic Structure status as detailed in QAP §11.9(e)(6) was submitted behind TAB 19.
- **X** Letter from Local Political Subdivision evidencing a loan, grant, reduced fees or contribution of other value to benefit the Development. [QAP §11.9(d)(2)]
- **N/A** 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.

### INCOME

<table>
<thead>
<tr>
<th>Description</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
<th>YEAR 3</th>
<th>YEAR 4</th>
<th>YEAR 5</th>
<th>YEAR 10</th>
<th>YEAR 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$862,152</td>
<td>$879,395</td>
<td>$896,983</td>
<td>$914,923</td>
<td>$933,221</td>
<td>$1,030,351</td>
<td>$1,137,591</td>
</tr>
<tr>
<td>Secondary Income</td>
<td>$5,520</td>
<td>$5,630</td>
<td>$5,743</td>
<td>$5,858</td>
<td>$5,975</td>
<td>$6,597</td>
<td>$7,284</td>
</tr>
<tr>
<td>POTENTIAL GROSS ANNUAL INCOME</td>
<td>$867,672</td>
<td>$885,025</td>
<td>$902,726</td>
<td>$920,780</td>
<td>$939,196</td>
<td>$1,036,948</td>
<td>$1,144,875</td>
</tr>
<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($65,075)</td>
<td>($66,377)</td>
<td>($67,704)</td>
<td>($69,059)</td>
<td>($70,440)</td>
<td>($77,771)</td>
<td>($85,866)</td>
</tr>
<tr>
<td>Rental Concessions</td>
<td>$0</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$33,000</td>
<td>$33,990</td>
<td>$35,010</td>
<td>$36,060</td>
<td>$37,142</td>
<td>$43,058</td>
<td>$49,915</td>
</tr>
<tr>
<td>Management Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$120,000</td>
<td>$123,600</td>
<td>$127,308</td>
<td>$131,127</td>
<td>$135,061</td>
<td>$156,573</td>
<td>$181,511</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$52,000</td>
<td>$53,560</td>
<td>$55,167</td>
<td>$56,822</td>
<td>$58,526</td>
<td>$67,848</td>
<td>$78,655</td>
</tr>
<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
</tr>
<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$56,000</td>
<td>$57,680</td>
<td>$59,410</td>
<td>$61,193</td>
<td>$63,028</td>
<td>$73,067</td>
<td>$84,705</td>
</tr>
<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,000</td>
<td>$36,050</td>
<td>$37,132</td>
<td>$38,245</td>
<td>$39,393</td>
<td>$45,667</td>
<td>$52,941</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$85,000</td>
<td>$87,550</td>
<td>$90,177</td>
<td>$92,882</td>
<td>$95,668</td>
<td>$110,906</td>
<td>$128,570</td>
</tr>
<tr>
<td>Reserve for Replacements</td>
<td>$23,000</td>
<td>$23,690</td>
<td>$24,401</td>
<td>$25,133</td>
<td>$25,887</td>
<td>$30,010</td>
<td>$34,790</td>
</tr>
<tr>
<td>Other Expenses</td>
<td>$8,890</td>
<td>$9,157</td>
<td>$9,431</td>
<td>$9,714</td>
<td>$10,006</td>
<td>$11,599</td>
<td>$13,447</td>
</tr>
<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$478,490</td>
<td>$492,364</td>
<td>$506,644</td>
<td>$512,343</td>
<td>$536,473</td>
<td>$619,045</td>
<td>$714,470</td>
</tr>
<tr>
<td>NET OPERATING INCOME</td>
<td>$324,107</td>
<td>$326,285</td>
<td>$328,378</td>
<td>$330,379</td>
<td>$332,284</td>
<td>$340,132</td>
<td>$344,539</td>
</tr>
</tbody>
</table>

### DEBT SERVICE

<table>
<thead>
<tr>
<th>Description</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 10</th>
<th>Year 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
</tr>
<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>$95,000</td>
<td>$95,000</td>
<td>$95,000</td>
<td>$95,000</td>
<td>$95,000</td>
<td>$95,000</td>
<td>$95,000</td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$54,657</td>
<td>$56,835</td>
<td>$58,928</td>
<td>$60,929</td>
<td>$62,834</td>
<td>$70,682</td>
<td>$75,089</td>
</tr>
<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$54,657</td>
<td>$111,491</td>
<td>$170,419</td>
<td>$231,348</td>
<td>$294,182</td>
<td>$627,971</td>
<td>$992,397</td>
</tr>
<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.26</td>
<td>1.28</td>
<td>1.28</td>
</tr>
<tr>
<td>Other (Describe)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**Date:** 2/28/2019

**Signature, Authorized Representative, Syndicator:**

**Date:** 2/28/2019

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

---

David Saling
Printed Name: David Saling
Phone: 512-479-2218
Email: david.saling@chase.com

Dan Kierce
Printed Name: Dan Kierce
Phone: 512-479-2218
Email: david.saling@chase.com

2/28/2019
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.

**15 Year Rental Housing Operating Pro Forma (All Programs)**

<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>$862,152</td>
<td>$879,395</td>
<td>$896,983</td>
<td>$914,923</td>
<td>$933,221</td>
<td>$1,030,351</td>
<td>$1,137,591</td>
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<tr>
<td>Secondary Income</td>
<td>$5,520</td>
<td>$5,630</td>
<td>$5,743</td>
<td>$5,858</td>
<td>$5,975</td>
<td>$6,597</td>
<td>$7,284</td>
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<tr>
<td>POTENTIAL GROSS ANNUAL RENTAL INCOME</td>
<td>$867,672</td>
<td>$885,025</td>
<td>$902,726</td>
<td>$920,780</td>
<td>$939,196</td>
<td>$1,036,948</td>
<td>$1,144,875</td>
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<tr>
<td>Provision for Vacancy &amp; Collection Loss</td>
<td>($65,075)</td>
<td>($56,377)</td>
<td>($67,704)</td>
<td>($69,059)</td>
<td>($70,440)</td>
<td>($77,771)</td>
<td>($85,866)</td>
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<tr>
<td>Rental Concessions</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>EFFECTIVE GROSS ANNUAL INCOME</td>
<td>$802,597</td>
<td>$818,649</td>
<td>$835,022</td>
<td>$851,722</td>
<td>$868,756</td>
<td>$959,177</td>
<td>$1,059,009</td>
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</table>

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>General &amp; Administrative Expenses</td>
<td>$33,000</td>
<td>$33,990</td>
<td>$35,010</td>
<td>$36,060</td>
<td>$37,142</td>
<td>$38,142</td>
<td>$39,142</td>
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<tr>
<td>Management Fee</td>
<td>$48,100</td>
<td>$49,062</td>
<td>$50,043</td>
<td>$51,044</td>
<td>$52,065</td>
<td>$53,065</td>
<td>$54,065</td>
</tr>
<tr>
<td>Payroll, Payroll Tax &amp; Employee Benefits</td>
<td>$120,000</td>
<td>$123,600</td>
<td>$127,308</td>
<td>$131,127</td>
<td>$135,061</td>
<td>$156,573</td>
<td>$181,511</td>
</tr>
<tr>
<td>Repairs &amp; Maintenance</td>
<td>$52,000</td>
<td>$53,560</td>
<td>$55,167</td>
<td>$56,822</td>
<td>$58,526</td>
<td>$67,848</td>
<td>$78,655</td>
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<tr>
<td>Electric &amp; Gas Utilities</td>
<td>$17,500</td>
<td>$18,025</td>
<td>$18,566</td>
<td>$19,123</td>
<td>$19,696</td>
<td>$22,834</td>
<td>$26,470</td>
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<tr>
<td>Water, Sewer &amp; Trash Utilities</td>
<td>$56,000</td>
<td>$57,680</td>
<td>$59,410</td>
<td>$61,193</td>
<td>$63,028</td>
<td>$73,067</td>
<td>$84,705</td>
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<tr>
<td>Annual Property Insurance Premiums</td>
<td>$35,000</td>
<td>$36,050</td>
<td>$37,132</td>
<td>$38,245</td>
<td>$39,393</td>
<td>$45,667</td>
<td>$52,941</td>
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<tr>
<td>Property Tax</td>
<td>$85,000</td>
<td>$87,550</td>
<td>$90,177</td>
<td>$92,882</td>
<td>$95,668</td>
<td>$110,906</td>
<td>$128,570</td>
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<tr>
<td>Reserve for Replacements</td>
<td>$23,000</td>
<td>$23,690</td>
<td>$24,401</td>
<td>$25,133</td>
<td>$25,887</td>
<td>$30,010</td>
<td>$34,790</td>
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<tr>
<td>Other Expenses</td>
<td>$8,890</td>
<td>$9,157</td>
<td>$9,431</td>
<td>$9,714</td>
<td>$10,006</td>
<td>$11,599</td>
<td>$13,447</td>
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<tr>
<td>TOTAL ANNUAL EXPENSES</td>
<td>$478,490</td>
<td>$492,364</td>
<td>$506,644</td>
<td>$521,343</td>
<td>$536,473</td>
<td>$619,045</td>
<td>$714,470</td>
</tr>
</tbody>
</table>

**DEBT SERVICE**

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>First Deed of Trust Annual Loan Payment</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
<td>$174,450</td>
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<tr>
<td>Second Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Third Deed of Trust Annual Loan Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Annual Required Payment</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
<td>95,000</td>
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<tr>
<td>Other Annual Required Payment</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ANNUAL NET CASH FLOW</td>
<td>$54,657</td>
<td>$56,835</td>
<td>$58,928</td>
<td>$60,929</td>
<td>$62,834</td>
<td>$70,682</td>
<td>$75,089</td>
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<tr>
<td>CUMULATIVE NET CASH FLOW</td>
<td>$54,657</td>
<td>$111,491</td>
<td>$170,419</td>
<td>$231,348</td>
<td>$294,182</td>
<td>$627,971</td>
<td>$992,397</td>
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<tr>
<td>Debt Coverage Ratio</td>
<td>1.20</td>
<td>1.21</td>
<td>1.22</td>
<td>1.23</td>
<td>1.23</td>
<td>1.26</td>
<td>1.28</td>
</tr>
</tbody>
</table>

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

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

David Saling
Printed Name: David Saling
Date: 2/28/2019
Phone: 512-479-2218
Email: david.saling@chase.com

**Signature, Authorized Representative, Syndicator**

Dan Kierce
Printed Name: Dan Kierce
Date: 2/28/2019
Phone: 512-479-2218
Email: david.saling@chase.com

If a revised form is submitted, date of submission: 3/1/2019
February 25, 2019

Saltillo DMA Housing, LLC
C/O Ms. Diana McIver
DMA Development, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX  78746

Re:  Talavera Lofts
     Austin, TX

Dear Ms. McIver:

I have received and reviewed the 15 year pro forma for Talavera Lofts Apartments in Austin, Texas. The attached pro forma, which has been reviewed and executed by an authorized representative of JPMorgan Chase Bank, N.A. Community Development Banking 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. JPMorgan Chase has not independently verified any such information.

The attached 15 year pro forma indicates that the development would maintain no less than a 1.15 debt coverage ratio throughout the initial fifteen years of operation following stabilization. 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 JPMorgan Chase Bank, N.A. Community Development Banking due diligence review and revision.

Additionally, JPMorgan Chase Bank, N.A. Community Development Banking has performed a preliminary review of the credit worthiness of Saltillo DMA Housing, LLC and its Principals and Guarantors. At this time, JPMorgan Chase Bank, N.A. Community Development Banking has no reservations with any of the Principals or Guarantors of the borrower to this point, and is subject to JPMorgan Chase due diligence review and revision.
Please be advised that this letter does not represent a commitment by JPMorgan Chase to provide financing for the Development nor an offer to commit. Any such commitment would be subject to receipt and satisfactory review of all then-current due diligence materials required by JPMorgan Chase and to change as described above. JPMorgan Chase cannot extend any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,
JPMORGAN CHASE BANK, N.A.

David H. Saling
Authorized Officer
February 25, 2019

Ms. Diana McIver
Saltillo DMA Housing, LLC
4101 Parkstone Heights Drive #310
Austin, TX  78746

Re: Talavera Lofts
Austin, TX

Dear Ms. McIver:

Thank you for considering JPMorgan Chase Bank, N.A. (“JPMorgan Chase” or “Lender”) as a potential construction and permanent lender for the development of affordable rental housing to be known as the Talavera Lofts Apartments located in Austin, TX. We have completed a preliminary review of the materials you have submitted, and the following is a brief outline of the terms that we propose to underwrite for credit approval. Of course, this letter is for discussion purposes only and does not represent a commitment by JPMorgan Chase to provide financing for the project nor an offer to commit, but rather is intended to serve as a basis for further discussion and negotiation should you wish to pursue the proposed transaction. Our interest and preliminary terms are subject to change as our due diligence and discussions with you continue. Such a commitment can only be made after due diligence materials are received, reviewed and approved and credit approval has been obtained.

Construction Loan

Borrower: Saltillo DMA Housing, LLC a to-be-formed single-asset entity affiliated with the Developer.

Developer: An Affiliate of DMA Development Company, LLC.

Project: Talavera Lofts will consist of a 92-unit property located Austin, TX

Amount: Approximately $6,800,000, subject to final budget, sources and uses of funds, and LIHTC equity pay-in schedule.

Initial Term: 24 months.

Interest Rate: Libor + 275 bps (underwritten at 4.0%).
Commitment Fee: 1% of the loan amount.

Extension Option: One, conditional, six-month maturity extension.

Extension Fee: 0.25% of the remaining loan commitment amount.

Collateral: First mortgage; other typical pledges and assignments.

Guarantee: Full payment and completion guarantees and environmental indemnity by Diana McIver and DMA Development Company, LLC.

Developer Fee: Assigned to Lender. Notwithstanding provisions of the LP or LLC Agreement, any payments of developer fee prior to permanent debt conversion are subject to Lender's prior approval and control.

Tax Credit Equity: Approximately $12,961,827, of which at least 15% must be paid in at closing. The identity of the equity investor and pay-in schedule for this transaction must be disclosed and acceptable to the Lender in its sole discretion.

Subordinate Liens: Subordinate financing will be permitted subject to approval of terms by JPMorgan Chase.

Repayment: Construction Loan will be repaid with principal reductions from equity funded at or subsequent to construction completion and the Permanent Loan.

Loan to Value: Up to 80% including the value of the real estate and tax credits.

Contract Bonding: 100% Payment and Performance Bonds from “A” rated surety

**Permanent Loan**

Amount: $2,300,000 subject to final underwriting.

Funding: After a 24 month unfunded forward period, the Permanent Loan will be fully funded and will reduce the Construction Loan. The Permanent Loan may be interest only for up to six months prior to conversion.

Commitment Fee: 1.00% of the Permanent Loan amount payable at Construction Loan closing.

Interest Rate: The applicable interest rate for the Permanent Loan shall be locked at Construction Loan closing. Current indicative rate is 6.5%.
Please note that credit markets are volatile. Loan fees and interest rates are subject to adjustment prior to commitment.

Term: The Permanent Loan will mature 246 months (20.5 years) from Construction Loan closing.

Amortization: 30 years.

Collateral: First mortgage; other typical pledges and assignments.

Guarantee: After conversion, the Permanent Loan shall be non-recourse to the Borrower, except as to standard carve-outs for the Borrower, General Partner, and Key Principals.

Loan to Value: Up to 85% of the stabilized rent-restricted value.

Conversion Requirements:

- 1.20x debt service coverage ratio (DSCR); 1.15x all-in DSCR including all loans requiring debt service payment. Commercial income will be excluded from DSCR analysis.
- 90% economic and physical occupancy for 90 days.
- 10-year pro forma forecast shows annual DSCR (based on annual revenue growth of 2% and annual expense growth of 3%) of 1.0x or greater, else the Permanent Loan amount may be resized at conversion.

Prepayment Terms: Prepayment prior to three years before the Permanent Loan maturity date will be subject to a prepayment fee equal to the greater of 1% of the Loan balance or yield maintenance. Thereafter, prepayment will be without premium.

Escrows/Reserves: Bank controlled escrows required for property taxes, insurance, and replacement reserves. Minimum replacement reserve of $250/unit/year funded at conversion with 3-month initial deposit. A non-bank controlled operating reserve equal to six months of operating expenses and debt service payments, to stay in place for at least five years, is required.

We appreciate the opportunity to discuss the possibility of providing construction and permanent financing for the proposed project with you. This letter of interest is for your and the Texas Department of Housing and Community Affairs information and use only, and is not to be shown to or relied upon by other parties. Please note that JPMorgan Chase and its affiliates may be providing debt financing, equity capital or other services (including financial advisory services) to other companies in respect of which you may have conflicting interests regarding the transaction described herein or otherwise. JPMorgan Chase and its affiliates may share information about you in connection with the potential transaction or other possible transactions with you.

This letter, which expires September 30, 2019, serves as an outline of the principal terms of the proposed facility, and is subject to receipt and satisfactory review of all due diligence materials by Lender and to change as described above. Please note, JPMorgan Chase Bank N.A. cannot extend...
any legally binding lending commitment until formal credit approval has been obtained and a commitment letter has been issued.

Sincerely,

JPMORGAN CHASE BANK, N.A.

[Signature]

David H. Saling
Authorized Officer
February 25, 2019

Ms. Janine Sisak
DMA Development Company
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

Re: Talavera Lofts, Austin, TX (TDHCA #19239)

Dear Ms. Sisak:

The Austin Housing Finance Corporation (AHFC) has received your request for a below-market interest rate loan in the amount of $2,000,000 for the development of Talavera Lofts to be located at the southeast corner of East 5th Street and Navasota Street, Austin, Texas 78702.

Terms of the loan will be for a minimum of 40 years at zero percent interest. Repayment of the loan will be deferred on a yearly basis and forgiven at the end of the loan period contingent upon compliance with the loan agreement. There are no fees or basis points associated with this loan. If approved, this loan will be funded through General Obligation Bonds or other sources as available.

Once a project application has been received, it will follow a tentative quarterly timeline, as delineated below. AHFC will notify applicants throughout this timeline as needed and/or requested.

Second Quarter 2019 Development Assistance Calendar for RHDA/OHDA 2019

April 26 Submission Deadline
May 29 Internal NHCD Review
June 19 Housing Investment Review Committee Meeting
August 8 AHFC Board of Directors Meeting

Sincerely,

[Signature]

James May
Community Development Manager
## Schedule of Sources of Funds and Financing Narrative

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

### Financing Participants

<table>
<thead>
<tr>
<th>Financing Participants</th>
<th>Funding Description</th>
<th>Construction Period</th>
<th>Permanent Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Loan/Equity Amount</td>
<td>Interest Rate (%)</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. to Perm. (Repayable)</td>
<td>$0</td>
<td>-</td>
</tr>
<tr>
<td>TDHCA</td>
<td>MF Direct Loan Const. Only (Repayable)</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Multifamily Direct Loan (Soft Repayable)</td>
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<td>0.00%</td>
</tr>
<tr>
<td>TDHCA</td>
<td>Mortgage Revenue Bond</td>
<td>$0</td>
<td>0.00%</td>
</tr>
<tr>
<td>Chase Bank, N.A.</td>
<td>Conventional Loan</td>
<td>$6,800,000</td>
<td>4.00%</td>
</tr>
<tr>
<td>City of Austin</td>
<td>Local Government Loan</td>
<td>$2,000,000</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

### Third Party Equity

| RBC Capital            | HTC | $1,440,347 | $7,777,096 | $12,961,827 | N/A | N/A | N/A | 0.9 | N/A |

### Grant

| City of Austin         | §11.9(d)(2) LPS Contribution | $522,900 | $522,900 | N/A | N/A | N/A |

### Deferred Developer Fee

| DMA Development Company, LLC | $29,432 |

### Other

| Direct Loan Match | |

| Total Sources of Funds | $17,099,996 | $17,814,159 |
| Total Uses of Funds    | $17,814,159 | 2/28/2019 |
INSTRUCTIONS: Describe the sources of funds that will finance Development. The description must include construction, permanent, and bridge loans, and all other types of funds to be used for development. The information must be consistent with all other documentation in this section. Provide sufficient detail to identify the source and explain the use (in terms of the timing and any specific uses) of each type of funds to be contributed. In addition, describe/explain replacement reserves. Finally, describe/explain operating items. The narrative must include rents, operating subsidies, project based assistance, and all other sources of funds for operations. In the foregoing discussion of both development and operating funds, specify the status (dates and deadlines) for applications, approvals and closings, etc., associated with the commitments.

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

The sources and uses are as stated, and reflect a typical financing structure with no special approvals required. The City of Austin loan is expected to be committed in August 2019.

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.

The replacement reserves are $250 per unit per annum which is industry standard.

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.

The projected revenue and expenses are as stated. There are no operating subsidies expected.

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: [512-479-2238] Email address: [davidh.saling@ent无私.com]
February 25, 2019

Saltillo DMA Housing, LLC
4101 Parkstone Heights Drive
Suite 310
Austin, TX 78746
Attn: Diana McIver

Re: Talavera Lofts
Austin, TX

Dear Diana:

Thank you for providing us the opportunity to submit a proposal on Talavera Lofts (the “Project”). This letter serves as our mutual understanding of the business terms regarding the acquisition of an ownership interests in Saltillo DMA Housing, LLC, a Texas to-be-formed limited liability company, or similar entity to be formed (the “Company”). RBC Tax Credit Equity, LLC, its successors and assigns (“RBC”) will acquire a 99.98% interest, and RBC Tax Credit Manager II, Inc. (“RBC Manager”) will acquire a .01% interest (collectively, the “Interest”) in the Company.

1. **Project and Parties Involved.**

   (a) The Project, located in the City of Austin, State of Texas will consist of 92 apartment units. Within the Project all 90 units will be occupied in compliance with the low-income housing tax credit (“LIHTC”) requirements of Section 42 of the Internal Revenue Code.

   (b) The parties involved with the Project are as follows:

      (i) **Managing Member.** The Managing Member is DMA Navasota, LLC, a to-be-formed single purpose, taxable entity, 90% owned by DMA Community Ventures II, LLC and 10% owned by JSA Community Ventures II, LLC.

      (ii) **Developer.** The developers are DMA Development Company, LLC and JSA Development Company II, LLC, collectively referred to herein as “Developer”.

      (iii) **Guarantors.** Subject to RBC’s review and approval of financial statements, the Guarantors are DMA Development Company, LLC, and Diana McIver on a joint and several basis.

2. **Purchase Price.** The Interest in the Company will be acquired for a total capital contribution of $12,961,827. This capital contribution is based on the Project receiving the tax credits described in Paragraph 3 and represents a price per tax credit dollar of $0.90. The capital contribution, subject to adjustments set forth in Paragraph 5 below, will be payable to the Company in installments as set forth on Exhibit A.

3. **LIHTC.** The Project anticipates receiving a reservation of 2019 LIHTC in the amount of $1,440,347 annually. The total LIHTC anticipated to be delivered to the Company is $14,440,347. The LIHTC will be available to the Company beginning in 2021.
4. **Funding Sources.** The purchase price is based upon the assumption that the Project will receive funding on the terms and conditions listed on Exhibit B.

5. **Adjustments.**

   (a) **Downward Capital Adjustment.** The amount of LIHTC to be allocated to RBC during the credit period (“Certified LIHTC”) will be determined promptly following receipt of cost certification from the accountant and Form 8609. If the Certified LIHTC is less than Projected LIHTC, RBC’s capital contributions will be reduced by an amount (the “Downward Capital Adjustment”) equal to the product of (i) $0.90 multiplied by (ii) the difference between Projected LIHTC and Certified LIHTC.

   (b) **Late Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2021 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2021 is less than the amounts shown in Paragraph 3, RBC’s capital contribution shall be reduced by an amount (the “Late Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2021 less the present value (using a 10% discount rate) of the additional LIHTC projected to be received in 2031.

   (c) **Payment by Managing Member.** If the Downward Capital Adjustment and the Late Delivery Adjustment exceed the total of all unfunded capital contributions, then the Managing Member will make a payment to the Company equal to the amount of such excess, and the Company will immediately distribute such amount to RBC as a return of its capital contribution. Except to the extent otherwise stated herein, this payment will not give rise to any right as a loan or capital contribution or result in any increase in the Managing Member’s capital account.

   (d) **Early Delivery Adjustment.** The amount of LIHTC allocated to RBC for 2021 will be determined at the time the Project is fully leased. If the amount of the LIHTC allocated to RBC for calendar year 2021 is more than the amounts shown in Paragraph 3, RBC’s capital contribution shall be increased by an amount (the “Early Delivery Adjustment”) equal to the difference between the amount shown in Paragraph 3 (adjusted for any Downward Capital Adjustment) and the amount of the LIHTC allocated to RBC for calendar year 2021, multiplied by $0.40. This additional capital contribution will be paid by RBC at the time of its final capital contribution and will be applied first to any deferred developer fee, with any remaining amounts released to Net Cash Flow.

   (e) **Upward Capital Adjustment.** If the Certified LIHTC is more than the Projected LIHTC, RBC will pay an additional capital contribution (the “Upward Capital Adjustment”) equal to the product of (i) $0.90 multiplied by (ii) the difference between the Certified LIHTC and the Projected LIHTC. This additional capital contribution will be paid by RBC at the time of its final capital contribution and will be applied first to any deferred developer fee, with any remaining amounts released to Net Cash Flow.

   The aggregate of the Early Delivery Adjustment and Upward Capital Adjustment will not exceed 5% of the total capital contribution.

6. **Managing Member and Guarantor Obligations.** In addition to Paragraph 5(c) above, the Managing Member is responsible for items 6(a) through 6(f) below. Any amounts advanced by the Managing Member will not be considered as loans or capital contributions reimbursable or repayable by the Company unless otherwise stated herein.

   (a) **Construction Completion.** The Managing Member will guarantee construction completion in accordance with approved plans and specifications and will pay for any construction costs, costs to achieve permanent loan closing, repayment of all construction financing and costs necessary to fund reserves required to be funded at or before permanent loan closing.
(b) **Operating Deficits.**

(i) **Pre-Stabilization.** The Managing Member will guarantee funding of operating deficits until the date (the “Stabilization Date”) which is the first day of the month following a 3-month period (such 3-month period to commence after the permanent loan closing) in which the Project has maintained an average 1.15 debt service coverage; and

(ii) **Post-Stabilization.** Commencing with the Stabilization Date and continuing until the Release Date (defined below), the Managing Member will guarantee funding of operating deficits in an amount equal to 6 months of operating expenses, debt service, and replacement reserves. Any funds paid by the Managing Member under this Paragraph 6(b)(ii) shall be treated as an unsecured loan to the Company with interest at the rate of 0% per annum, to be repaid out of cash flow, refinancing, sale and liquidation proceeds as provided in Paragraph 9 hereof.

The “Release Date” is the later of:

(A) the fifth anniversary of the Stabilization Date,
(B) the date the Project has achieved an average debt service coverage of 1.15 for the 12-month period immediately prior to the Release Date, and
(C) the date the Project has achieved a 1.15 debt service coverage for each of the 3 months immediately prior to the Release Date.

(c) **LIHTC Shortfall or Recapture Event.** To the extent not already addressed by the Downward Capital Adjustment or the Late Delivery Adjustment, if the actual amount of LIHTC for any year is less than Projected LIHTC, the Managing Member will guarantee payment to RBC of an amount equal to the shortfall or recapture amount, plus related costs and expenses incurred by RBC.

(d) **Repurchase.** The Managing Member will repurchase RBC’s interest upon the occurrence of certain events described in the Project Entity Agreement.

(e) **Environmental Indemnity.** The Managing Member will indemnify RBC against any losses due to environmental condition at the Project.

(f) **Developer Fee.** The Managing Member will guarantee payment of any developer fee remaining unpaid at the end of the LIHTC compliance period.

(g) **Guarantors.** The Guarantors will guarantee all of the Managing Member’s obligations. The Guarantors will maintain a net worth and liquidity level as determined by RBC after review of the Guarantors’ financial statements.

7. **Reserves.**

(a) **Operating Reserves.** An operating reserve in an amount equal to six months of operating expenses, debt service and replacement reserves will be established and maintained by the Managing Member concurrent with RBC’s third capital contribution. Withdrawals from the operating reserve will be subject to RBC’s consent. Expenditures from operating reserves will be replenished from available cash flow as described in Paragraph 9(b) below.

(b) **Replacement Reserves.** The Company will maintain a replacement reserve, and make contributions on an annual basis equal to the greater of (i) $250 per unit and (ii) the amount required by the permanent lender. The amount of the contribution will increase annually by 3%. Annual contributions will commence with substantial completion of the Project.
8. **Fees and Compensation.** The following fees will be paid by the Company for services rendered in organizing, developing and managing the Company and the Project.

   (a) **Developer Fee.** The Developer will earn a developer fee of $2,240,000 projected to be paid as follows:

      (i) $500,000 (22%) concurrent with RBC’s first capital contribution;
      (ii) $500,000 (22%) concurrent with RBC’s second capital contribution;
      (iii) $845,000 (38%) concurrent with RBC’s third capital contribution;
      (iv) $325,000 (15%) concurrent with RBC’s final capital contribution; and
      (v) $70,000 (3%) is deferred and paid from net cash flow.

      The deferred portion of the developer fee shall accrue interest at 8% per annum commencing as of the date of RBC’s final capital contribution. Payment of the deferred fee will be subordinate to all other Company debt as well as operating expense and reserve requirements.

   (b) **Incentive Management Fee.** An incentive management fee will be payable to the Managing Member on an annual basis in an amount equal to 90% of net cash flow as set forth on Paragraph 9(b) below.

   (c) **Property Management Fee.** The property management fee will not exceed 6% of gross rental revenues. The management agent and the terms of the property management agreement are subject to the prior approval of RBC. If the management agent is an affiliate of any Guarantor, its fee will be subordinated to payment of operating costs and required debt service and reserve payments.

   (d) **Asset Management Fee.** The Company will pay RBC Manager an annual asset management fee of $10,000 which will increase by 3% annually.

9. **Tax Benefits and Distributions.**

   (a) **Tax Benefits.** Tax profits, tax losses, and tax credits will be allocated 99.98% to RBC, .01% to RBC Manager, and .01 % to the Managing Member.

   (b) **Net Cash Flow Distributions.** Distributions of net cash flow (cash receipts less cash expenditures, payment of debt service, property management fee and asset management fee), will be made as follows:

      (i) to RBC in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;
      (ii) to RBC Manager for any unpaid asset management fees;
      (iii) to the operating reserve to maintain the balance required in Paragraph 7(a);
      (iv) to the payment of any unpaid developer fee;
      (v) to the payment of the City of Austin loan;
      (vi) to the payment of any debts owed to the Managing Member or their affiliates;
(vii) 90% of the remaining cash flow to the Managing Member as an incentive management fee; and

(viii) the balance to the Managing Member, RBC and RBC Manager in accordance with their percentage interests described in Paragraph 9(a).

(c) Distributions upon Sale, Liquidation or Refinance. Net proceeds resulting from any sale, liquidation or refinance will be distributed as follows:

(i) to payment in full of any Company debts except those due to RBC, RBC Manager, Managing Member and/or their affiliates;

(ii) to the setting up of any required reserves for contingent liabilities or obligations of the Company;

(iii) to RBC, in satisfaction of any unpaid amounts due under Paragraphs 5 and 6 above and for any other amounts due and owing to RBC;

(iv) to RBC Manager for any unpaid asset management fees;

(v) to RBC for any excess or additional capital contributions made by it;

(vi) to the payment of any debts owed to the Managing Member or their affiliates including any unpaid developer fee;

(vii) to RBC Manager, 1% of such proceeds as a capital transaction administrative fee;

(viii) to RBC in an amount equal to any projected federal income tax incurred as a result of the transaction giving rise to such proceeds; and

(ix) the balance, 90% to the Managing Member, 9% to RBC, and 1% to RBC Manager.

10. Construction. The Managing Member will arrange for a fixed or guaranteed maximum price construction contract. The Contractor’s obligations will be secured by a letter of credit in an amount not less than 15% of the amount of the construction contract or a payment and performance bonds in an amount not less than the amount of the construction contract. The Project will establish a construction contingency in an amount not less than 5% of the construction costs, or such greater amount as RBC may reasonably require following its review of construction documents. RBC, may, in its sole discretion, engage a construction consultant (i) to review plans and specifications and (ii) evaluate the construction progress by providing monthly reports to the Company. The cost of the construction consultant will be paid by the Company.

11. Due Diligence, Opinions and Projections.

(a) Due Diligence: The Managing Member will provide RBC with all due diligence items set forth on its due diligence checklist, including but not limited to, financial statements for the Guarantors, schedule of real estate owned and contingent liabilities, plans and specifications, a current appraisal, a current (less than 6 months old) market study, a current (less than 6 months old) Phase I environmental report, rent and expense data from comparable properties, site/market visit and title and survey. The Managing Member agrees to reasonably cooperate with RBC (including signing such consents as may be necessary) in obtaining background reports on the Developer, Guarantors and other Project entities as determined by RBC.
(b) **Legal Opinions.** The Managing Member’s counsel will deliver to RBC a local law opinion satisfactory to RBC. RBC’s counsel will prepare a tax opinion and the Managing Member agrees to cooperate to provide all necessary documentation requested by RBC’s counsel.

(c) **Diligence Reimbursement.** The Company will reimburse RBC $75,000 toward the costs incurred by RBC in conducting its due diligence review and for the costs and expenses of RBC’s counsel in connection with the preparation of the tax opinion. RBC may deduct this amount from its first capital contribution.

(d) **Projections.** The projections to be attached to the Project Entity Agreement and that support the Tax Opinion will be prepared by RBC based on projections provided by the Managing Member. RBC’s projections will include development sources and uses, calculation of eligible basis, operating and construction period cash flow analysis, 15-year operating projection, 30-year debt analysis and 15-year capital account analysis.

12. **Closing Contingencies.** RBC’s obligation to close on the purchase of the Interest will be contingent upon RBC’s receipt, review and approval of all due diligence including the items set forth on its due diligence checklist as well as the following:

(a) **Project Entity Documents.** Preparation and execution of RBC’s standard Project Entity Agreement and other fee agreements containing representations and warranties, covenants, consent rights, and indemnities, each on terms and conditions satisfactory to RBC.

(b) **Information and Laws.** No adverse change in the information you have provided to us, no adverse change in market conditions and no adverse change in existing law.

(c) **Anticipated Closing Date.** The closing occurring on or before October 31, 2019.

(d) **Third Party Investor.** RBC’s receipt of a firm commitment from a third party investor to purchase from RBC the LP Interest on terms and conditions satisfactory to RBC in its sole discretion.
If the foregoing is in accordance with your understanding of the terms and conditions, please indicate your acceptance on the enclosed copy and return it to the undersigned.

Very truly yours,

[Signature]

By: [Signature]
Name: Dan Kierce
Title: Director

The undersigned approves and accepts the terms of this Letter of Intent.

MANAGING MEMBER:
By: [Signature]
Its: Managing Member (DMA Talavera Lofts, LLC)
Date: 2/27/2019

GUARANTORS:
By: [Signature]
Its: Guarantor (Diana McIver)
Date: 2/27/2019

By: [Signature]
Its: [Signature]
Date: [Signature]
## EXHIBIT A
### CAPITAL CONTRIBUTIONS

<table>
<thead>
<tr>
<th>Conditions</th>
<th>Amount</th>
<th>Anticipated Funding Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>i) 15.00% upon the later of:</td>
<td>$1,944,274</td>
<td>October 1, 2019</td>
</tr>
<tr>
<td>(a) the execution of the Operating Agreement,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) closing of the financing sources described in Exhibit B, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt and approval of all due diligence items on RBC’s due diligence checklist.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii) 50.00% upon the later of:</td>
<td>$6,480,914</td>
<td>December 1, 2020</td>
</tr>
<tr>
<td>(a) receipt of final Certificates of Occupancy for all of the units,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of an architect's certificate of substantial completion,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) receipt of a preliminary cost certification accompanied by a Managing Member certification, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) December 1, 2020.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii) 32.00% upon the later of:</td>
<td>$4,147,785</td>
<td>September 1, 2021</td>
</tr>
<tr>
<td>(a) receipt of a final cost certification from an independent certified public accountant,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) achievement of 100% qualified occupancy,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) permanent loan conversion, including achievement of 90 days at a 1.15 Debt Service Coverage Ratio, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) September 1, 2021.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv) 3.00% upon the later of:</td>
<td>$388,855</td>
<td>December 1, 2021</td>
</tr>
<tr>
<td>(a) achievement of the Stabilization Date,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) receipt of the IRS Form 8609, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) December 1, 2021.</td>
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<td></td>
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<tr>
<td><strong>Total:</strong></td>
<td>$12,961,827</td>
<td></td>
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</tbody>
</table>
EXHIBIT B
SOURCES

Construction/Permanent Loan
• Lender: Chase Bank (or another Lender acceptable to RBC)
• Amount: $6,800,000 during construction, $2,300,000 upon Conversion
• Maturity: 18 years after Conversion
• Amortization: 30 years
• Interest Rate: 4.00% during construction, 6.5% upon Conversion
• Collateral: 1st mortgage on Project during construction and upon Conversion (or other collateral acceptable to RBC)

Local Government Loan
• Source: City of Austin
• Amount: $2,000,000
• Maturity: 40 years after Conversion
• Interest Rate: 0%
• Amortization: N/A
• Collateral: 2nd mortgage on Project during construction and upon Conversion (or other collateral acceptable to RBC)

COA Fee Waivers
• Source: A third party acceptable to RBC
• Amount: $522,900
February 20, 2019

Marni Holloway  
Director of Multifamily Finance  
Texas Department of Housing and Community Affairs  
221 East 11th Street  
Austin, Texas 78701

RE: TDHCA Application No. 19239 Talavera Lofts

Dear Ms. Holloway:

I am writing to confirm the de minimis contribution of development funding by the City of Austin (the "City") for the Talavera Lofts.

This project is eligible to have certain development fees waived through the City's S.M.A.R.T. Housing Ordinance. The ordinance allows full or partial fee waivers in developments in which a portion of the units are affordable for households who earn no more than 80% of the median family income.

Contingent upon the developments compliance with the City's S.M.A.R.T. Housing Ordinance, the fee waivers the City will provide are for a direct benefit of the project by reducing development costs approximately $522,900.

Please contact Sandra Harkins by phone 512.974.3128 or by email at Sandra.harkins@austintexas.gov if you need additional information.

Sincerely,

Regina M. Copic, Real Estate Manager  
Neighborhood Housing and Community Development
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: 90.000% (Not required for HUB of HUD 202 Rehabilitation projects.)
     - Cash flow from operations: 90.000%
     - Developer Fee: 89.000%
     - Total: 269.000% (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:
   - No 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

5. Tab 36, Sponsor Characteristics – The box indicating the relationship among Principals was not checked. Please clarify.

This confirms that Principals of the HUB are related Parties to Principals of the Applicant and Developer. DMA Community Ventures, LLC (a Managing Member of the Owner/Applicant) and DMA Development Company, LLC (Developer) are both certified by the State of Texas as Historically Underutilized Businesses. Both entities are wholly owned by Diana McIver, who has been involved in the affordable housing industry for more than thirty years. DMA Community Ventures is currently serving in the ownership role in 9 tax credit developments and DMA Development Company, LLC has developed 28 Texas tax credit properties and 2 tax credit properties in other states.
Relationships between Development Team Members

As disclosed on the Development Team Members form, there is a direct relationship between the Applicant and the co-developers.

DMA Talavera Lofts, LLC is the General Partner of the Applicant. This entity is owned by DMA Community Ventures, LLC (90%) and JSA Community Ventures II, LLC (10%). DMA Community Ventures, LLC is a Historically Underutilized Business wholly owned by Diana McIver who is also is the sole owner of DMA Development Company, LLC (co-developer) and DMA Properties, LLC (Management Company).

JSA Community Ventures II, LLC and JSA Development Company II, LLC (co-developer) are both newly created entities, owned by Janine Sisak (50%) and JoEllen Smith (50%).
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
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.

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Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**DMA DEVELOPMENT COMPANY, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 07-SEP-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/lpasseclmsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
DMA Community Ventures, LLC and DMA Development Company, LLC are both certified by the State of Texas as Historically Underutilized Businesses. Both entities are wholly owned by Diana McIver, who has been involved in the affordable housing industry for more than thirty years. DMA Community Ventures is currently serving in the ownership role in 9 tax credit developments and DMA Development Company, LLC has developed 28 Texas tax credit properties and 2 tax credit properties in other states.

Diana McIver’s Experience Certificate is included in the application in Tab 44. In the proposed development, DMA Community Ventures will serve in an ownership role throughout the compliance period. DMA Development Company will perform all the day-to-day development responsibilities. An affiliated entity, also wholly owned by Diana McIver, will be the Management Agent and will handle all the day-to-day management responsibilities.
Owner and Developer Organization Charts

Applicants should note that subsequent changes to the Development Ownership structure presented in this section will require the written consent of the Department.

Pursuant to §11.204(13)(A) of the QAP, submit three separate charts. One showing the complete organizational structure of each of the following entities: Development Owner, Developer, and Guarantor.

The organization charts must include:

- The names and ownership percentages of all Persons having an ownership interest in the Development Owner, Developer, and/or Guarantor.
- 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!
Organizational Chart of Ownership Entity

**Development Owner**
Saltillo DMA Housing, LLC
(To be Formed)

**Managing Member**
DMA Talavera Lofts, LLC (to be formed)
0.01%

- **Member**
  - DMA Community Ventures, LLC (HUB)
    - 90%
  - **Member/Manager**
    - Diana McIver
    - 100%

- **Member**
  - JSA Community Ventures II, LLC
    - 10%
  - **Member/Manager**
    - Janine Sisak - 50%
    - JoEllen Smith - 50%

**Investing Member**
TBD
99.99%
Organizational Chart of Developer

**Developer**
DMA Development Company, LLC (HUB) 89%

**Member/Manager**
Diana McIver 100%

**Co-Developer**
JSA Development Company II, LLC (11% of Dev. Fee)

**Member/Manager**
Janine Sisak - 50%
JoEllen Smith - 50%
Organizational Chart of Guarantor

Guarantor
Diana McIver

Guarantor
DMA Development Company, LLC
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)

Be advised that the definition of "Control" has been revised. Refer to 10 TAC §11.1(d)(30) to ensure compliance.

<table>
<thead>
<tr>
<th>Organization Legal Name</th>
<th>Role/Title</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Org. 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Organization Legal Name</strong>: DMA Talavera Lofts, LLC</td>
<td>Managing Member</td>
<td>4101 Parkstone Heights Drive, Suite 310</td>
<td>Austin</td>
<td>TX</td>
<td>78746</td>
</tr>
<tr>
<td>Name(s) of Entities the Organization Owns or Controls:</td>
<td></td>
<td>DMA Talavera Lofts, LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Organization legally formed?</td>
<td>No</td>
<td>Date formed:</td>
<td>N/A</td>
<td>Legal Org is or will be:</td>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Previous TDHCA Experience?</td>
<td>No</td>
<td>Phone:</td>
<td>(512) 328-3232</td>
<td>Email:</td>
<td><a href="mailto:DianaM@dmacompanies.com">DianaM@dmacompanies.com</a></td>
</tr>
<tr>
<td>Organization is identified on Org. Chart?</td>
<td>Yes</td>
<td>Ability to exercise Control over the Development?</td>
<td>Yes</td>
<td></td>
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<tr>
<td>List of Sub-Entities or Principals:</td>
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<tr>
<td>1. DMA Community Ventures, LLC</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
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<tr>
<td>2. JSA Community Ventures II, LLC</td>
<td>TDHCA Experience:</td>
<td>Yes</td>
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<td>3. TDHCA Experience:</td>
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<td>4. DMA Community Ventures, LLC</td>
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<td><strong>Organization Legal Name</strong>: DMA Talavera Lofts, LLC</td>
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<td>4101 Parkstone Heights Drive, Suite 310</td>
<td>Austin</td>
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<td>Previous TDHCA Experience?</td>
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<td>Phone:</td>
<td>5123283232</td>
<td>Email:</td>
<td><a href="mailto:DianaM@dmacompanies.com">DianaM@dmacompanies.com</a></td>
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<td>Ability to exercise Control over the Development?</td>
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<td>Yes</td>
<td>Phone:</td>
<td>5123283232</td>
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<td><a href="mailto:JanineS@dmacompanies.com">JanineS@dmacompanies.com</a></td>
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<td>2. JoEllen Smith</td>
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<tr>
<td></td>
<td>Email: <a href="mailto:DianaM@dma.companies.com">DianaM@dma.companies.com</a></td>
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<td>Organization is identified on Org. Chart: Yes</td>
<td>Email: <a href="mailto:JanineS@dma.companies.com">JanineS@dma.companies.com</a></td>
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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:  
Saltillo DMA Housing, LLC / Owner

Email Address:  
DianaM@dmacompanies.com

City & State of Home Addr:  
Austin, Texas

Applicant Legal Name:  
Saltillo DMA Housing, LLC

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 I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
<th>Program</th>
<th>Control began (mm/yy)</th>
<th>Control End (mm/yy)</th>
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</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 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>
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<tr>
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<td>HBA</td>
<td>PWD</td>
<td>TBRA</td>
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<td>Bootstrap</td>
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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: DMA Talavera Lofts, LLC / Managing Member
Email Address: DianaM@dmacompanies.com
City & State of Home Addr: Austin, Texas
Applicant Legal Name: Saltillo DMA Housing, LLC

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>
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<th>Property City</th>
<th>Program</th>
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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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<tr>
<th>Community Affairs:</th>
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### Person/Role:

| DMA Community Ventures, LLC / Member |

### Email Address:

| DianaM@dmacompanies.com |

### City & State of Home Addr:

| Austin, Texas |

Applicant Legal Name: Saltillo DMA Housing, LLC

---

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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<td>HTC</td>
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<td>HTC</td>
<td>Mar-06</td>
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<td>08943 The Bluestone</td>
<td>Mabank</td>
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<td>Nov-08</td>
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<td>07294 The Grove at Brushy Creek</td>
<td>Bowie</td>
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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.

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Person/Role: JSA Community Ventures II, LLC / Member
Email Address: JanineS@dmacompanies.com
City & State of Home Addr: Austin, Texas
Applicant Legal Name: Saltillo DMA Housing, LLC

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| Person/Role: | DMA Development Company, LLC / Co-Developer |
| Email Address: | DianaM@dmacompanies.com |
| City & State of Home Addr: | Austin, Texas |
| Applicant Legal Name: | Saltillo DMA Housing, LLC |

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, SHTF, RHD), and BOND) that you have controlled at any time.

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**Person/Role:** JSA Development Company II, LLC / Co-Developer  
**Email Address:** Janines@dmacompanies.com  
**City & State of Home Addr:** Austin, Texas  
**Applicant Legal Name:** Saltillo DMA Housing, LLC

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<th>Diana McIver / Member Manager</th>
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<td>Email Address:</td>
<td><a href="mailto:DianaM@dmacompanies.com">DianaM@dmacompanies.com</a></td>
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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>
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<td>AYBR</td>
<td>Bootstrap</td>
<td>CFDC</td>
<td>Self-Help</td>
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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: Janine Sisak / Member Manager
Email Address: JanineS@dmacompanies.com
City & State of Home Addr: Austin, Texas
Applicant Legal Name: Saltillo DMA Housing, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

   By selecting this box I certify that I have no prior experience with any TDHCA administered affordable rental program.

<table>
<thead>
<tr>
<th>TDHCA ID#</th>
<th>Property Name</th>
<th>Property City</th>
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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.

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<tr>
<td>Other:</td>
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</tbody>
</table>
Person/Role: JoEllen Smith / Member Manager
Email Address: JoellenS@dmacompanies.com
City & State of Home Addr: Austin, Texas
Applicant Legal Name: Saltillo DMA Housing, LLC

1. List experience with all TDHCA rental development programs (including: HTC, HTC Exchange, Direct Loan (HOME, TCAP, RHD), and BOND) that you have controlled at any time.

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</table>

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<td>Other:</td>
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## Nonprofit Participation

### Nonprofit Set-Aside (Competitive HTC Applications Only)

**Qualification:** Must meet the definition of a Qualified Nonprofit Development pursuant to §11.1(a)(106) of the QAP, §42(h)(5) of the Code, and the requirements of §11.5(1) of the QAP.

**Documentation:** Eligibility will be confirmed based upon completion of the Nonprofit Participation and Additional Nonprofit Documentation requirements in this section.

- By selecting this box the Applicant affirms the election to be included in the Nonprofit Set-Aside and certifies that they expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

- By selecting this box the Applicant affirms the election to be excluded from the Nonprofit Set-Aside and certifies that they do not expect to receive a benefit in the allocation of tax credits as a result of being affiliated with a nonprofit.

### Nonprofit Information (ALL Applications)

Only nonprofit organizations will complete this section. All nonprofit Applicants or Principals must complete this form without regard to their level of ownership or the set-aside under which the Application was made.

- **Organization Name:**

- **Is the Organization a 501(c)(3) or (4) as of the beginning of the Application Acceptance Period?**

- **If no to the question above, what is its current legal status?**

- **If "Other" please specify:**

- **Date of legal formation of Nonprofit Organization:**

1) **Is Applicant comprised of a joint venture between a Nonprofit and for-profit entity?**

   - If “Yes”, will this nonprofit organization Control the Applicant?

   - What is the ownership percentage of this nonprofit organization?

2) **Describe the nonprofit’s participation:**

3) **Describe the nonprofit’s participation in the operation of the Development throughout the Compliance and/or extended use period:**

4) **Will the nonprofit receive part of the development fees paid in connection with the development?**

   - If "Yes," explain:
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)
# 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>DMA Development Company, LLC</th>
<th>Diana McIver</th>
<th>(512) 328-3232</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:DianaM@dmacompanies.com">DianaM@dmacompanies.com</a></td>
<td>Email</td>
<td>15% of eligible basis</td>
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<tr>
<td>Certified Texas HUB?</td>
<td>Yes</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  

## Housing General Contractor:

<table>
<thead>
<tr>
<th>Carleton Construction, Ltd.</th>
<th>Steve Sivells</th>
<th>(972) 980-9810</th>
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<tr>
<td><a href="mailto:ssivells@carletonrp.com">ssivells@carletonrp.com</a></td>
<td>Email</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  

## Infrastructure General Contractor:

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

## Cost Estimator:

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

## Architect:

<table>
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<tr>
<th>Nelsen Partners, LLC</th>
<th>Phil Crisara</th>
<th>(512) 457-8400</th>
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<tr>
<td><a href="mailto:pcrisara@nelsenpartners.com">pcrisara@nelsenpartners.com</a></td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  

2/28/2019
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<tr>
<td>George Littlejohn</td>
<td>Novogradac &amp; Company, LLP</td>
<td>(512) 340-0420</td>
</tr>
<tr>
<td>Coats Rose Yale Ryman &amp; Lee</td>
<td>(281) 387-7552</td>
<td></td>
</tr>
<tr>
<td>Dwayne Shoppa</td>
<td>(512) 469-5364</td>
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</tr>
<tr>
<td>Scott Marks</td>
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<td>Bob Coe</td>
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<td>Robert Coe</td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members: No

Certified Texas HUB: No
### Property Manager:

<table>
<thead>
<tr>
<th>DMA Properties, LLC</th>
<th>Sergio Amaya</th>
<th>(512) 328-3232</th>
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</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="mailto:SergioA@dmacompanies.com">SergioA@dmacompanies.com</a></td>
<td>6% of EGI</td>
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## Title Company

<table>
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<th>Phone</th>
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<tr>
<td>Billy Mullens</td>
<td>(512) 270-4755</td>
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<tr>
<td><a href="mailto:billym@capstonetitletx.com">billym@capstonetitletx.com</a></td>
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## Application Consultant:

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## ESA Provider:

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Rhonda Alford</td>
<td>(512) 442-1122</td>
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<td><a href="mailto:Rhonda.Alford@terracon.com">Rhonda.Alford@terracon.com</a></td>
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This is a direct or indirect, financial, or other interest with Applicant or other team members*  No

## PCA Provider:

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## Other:

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<th>Contact Name</th>
<th>Phone</th>
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<tbody>
<tr>
<td>Janine Sisak</td>
<td>(512) 328-3232</td>
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<tbody>
<tr>
<td><a href="mailto:JanineS@dmacompanies.com">JanineS@dmacompanies.com</a></td>
<td>11% of Dev. fee</td>
<td>TBD</td>
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## Other:

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

2/28/2019
Relationships between Development Team Members

As disclosed on the Development Team Members form, there is a direct relationship between the Applicant and the co-developers.

DMA Talavera Lofts, LLC is the General Partner of the Applicant. This entity is owned by DMA Community Ventures, LLC (90%) and JSA Community Ventures II, LLC (10%). DMA Community Ventures, LLC is a Historically Underutilized Business wholly owned by Diana McIver who is also is the sole owner of DMA Development Company, LLC (co-developer) and DMA Properties, LLC (Management Company).

JSA Community Ventures II, LLC and JSA Development Company II, LLC (co-developer) are both newly created entities, owned by Janine Sisak (50%) and JoEllen Smith (50%).
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 ______________________

Date 2.20.19

Printed Name PHILIP CRISARA

124100 TX

License Number and State NELSEN PARTNERS, INC.

Firm Name (If applicable)

State of Texas County of Travis

This instrument was acknowledged before me on February 26, 2019, by Phil Crisara, Executive Vice-President of Nelsen Partners, Inc., a Texas corporation, on behalf of said corporation.

MICHELLE PETERSEN
Notary Public, State of Texas
Comm. Expires 03-24-2021
Notary ID 12281997

Notary Public's Signature __________________________

Page | 10
December 17, 2018
February 26, 2019

Ms. Janine Sisak
Senior Vice President / General Council
DMA Companies
4104 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

RE: Talavera Lofts, Austin, Texas

Dear Ms. Sisak:

The proposed development has been designed to meet 10 TAC Chapter 1, Subchapter B. The development has a minimum of 5% of all its units set aside for the mobility impaired and an additional 2% set aside for the hearing and/or visually impaired. With 92 units planned for this new construction housing development, there are 5 mobility impaired units and 2 hearing and/or visually impaired units in the plans. They are designed as such; “ADA” for the mobility impaired and “A/V” for the hearing and/or visually impaired units per Section 504. All common use facilities and exterior amenities will be designed on an accessible route.

Respectfully Submitted,
Nelsen Partners, Inc.

[Signature]

Philip J. Crisara, AIA
Executive Vice President
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 MFRL 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.
August 14, 2018

Ms. Diana McIver
c/o Nicole Mwei
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

RE: REQUEST FOR EXPERIENCE CERTIFICATE UNDER 2018 UNIFORM MULTIFAMILY RULES

Dear Ms. McIver:

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@tdheca.state.tx.us.

Sincerely,

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

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

Part I. Applicant Credit Limit Documentation

<table>
<thead>
<tr>
<th>a. Applicant, Developers, Affiliates, and Guarantors - List below all entities or Persons meeting the definition of Applicant, Affiliate, Developer or Guarantor.</th>
<th>b. Person/entity has at least one other application in the current Application Round.</th>
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<tbody>
<tr>
<td>1. Saltillo DMA Housing, LLC</td>
<td>No</td>
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<td>2. DMA Talavera Lofts, LLC</td>
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<td>3. DMA Community Ventures, LLC</td>
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<td>4. JSA Community Ventures II, LLC</td>
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<td>5. DMA Development Company, LLC</td>
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<td>6. JSA Development Company II, LLC</td>
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<td>7. Diana Mciver</td>
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<td>8. Janine Sisak</td>
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<td>9. JoEllen Smith</td>
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Individually, or as the General Partner(s) of officer(s) of the Applicant entity, I (we) certify that we are submitting behind this tab one signed Credit Limit Certification form for each person and/or entity that answered "Yes" to Part b. above.

By: [Signature of Applicant] 2/28/2019 Date: [Manager of Managing Member] 2/28/2019
## Community Input Scoring Items

**TDHCA#: 19239**

1. **Local Government Support - §11.9(d)(1)**
   - Only check the box if support documents are included in the Application.
   - [X] Resolution(s) of either "no objection" or "support" is included behind this tab.**
   - Name of Local Government Body
     - Austin City Council
   - Name of Local Government Body (if applicable)
   - ** Note that resolutions are due March 1, 2019

2. **Quantifiable Community Participation - §11.9(d)(4)**
   - Application expects to receive QCP points.
   - [X] 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.
   - [X] 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. Family Eldercare**
       - Name of Community Organization
         - Kent Herring
       - Contact Name
     - **B. Big Medium**
       - Name of Community Organization
         - Shea Little
       - Contact Name
     - **C. East Cesar Chavez Neighborhood Association and Plan Contact Team**
       - Name of Community Organization
         - Susan Benz
       - Contact Name
     - **D.**
       - Name of Community Organization
       - Contact Name
     - **E.**
       - Name of Community Organization
       - Contact Name
     - **F.**
       - Name of Community Organization
       - Contact Name

**Note:** These letters are included to support 8 points in the event that TDHCA determines the neighborhood organization and/or its QCP packet is ineligible.

2/26/2019
RESOLUTION NO. 20190207-009

WHEREAS, Saltillo DMA Housing, LLC ("Applicant"), its successors, assigns or affiliates, proposes to construct an affordable multi-family housing development of approximately 92 units to be located at or near 1400 East 5th Street ("Development") within the City of Austin; and

WHEREAS, Applicant, its successors, assigns or affiliates, intends to submit an application to the Texas Department of Housing and Community Affairs (TDHCA) for 9% Low Income Housing Tax Credits for the Development to be known as Talavera Lofts; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN

Pursuant to Section 11.3 of Texas’ Qualified Allocation Plan, the City Council expressly acknowledges and confirms that the City has more than twice the state average of units per capita supported by Housing Tax Credits or Private Activity Bonds.

BE IT FURTHER RESOLVED:

Pursuant to Sections 11.3 and 11.4 of Texas’ Qualified Allocation Plan, the City Council acknowledges that the proposed Development is located one linear mile or less from a development that serves the same type of household as the Development and has received an allocation of Housing Tax Credits (or private activity bonds) for new
construction within the three year period preceding the date the Certificate of Reservation is issued.

BE IT FURTHER RESOLVED:

Pursuant to Section 2306.6703(a)(4) of the Texas Government Code and Sections 11.3 and 11.4 of Texas' Qualified Allocation Plan, the City Council supports the Development; approves the construction of the Development; and authorizes an allocation of Housing Tax Credits for the Development.

BE IT FURTHER RESOLVED:

The City Council authorizes, empowers, and directs Jannette S. Goodall, City Clerk, to certify this resolution to the Texas Department of Housing and Community Affairs.

ADOPTED: February 7, 2019

ATTEST:
Jannette S. Goodall
City Clerk
Nicole Mwei

From: Nicole Fisher <nicole.fisher@tdhca.state.tx.us>
Sent: Wednesday, February 27, 2019 8:34 AM
To: Nicole Mwei
Subject: RE: QCP Receipt

Yes. I have received the QCP Packet.

Nicole Fisher
Housing Specialist
Texas Department of Housing and Community Affairs
Office: 512.475.2201

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b) there are important limitations and caveats (Also see 10 TAC §10.2(b)).

From: Nicole Mwei <NicoleM@dmacompanies.com>
Sent: Tuesday, February 26, 2019 4:53 PM
To: Nicole Fisher <nicole.fisher@mail.tdhca.state.tx.us>
Cc: Janine Sisak <janines@dmacompanies.com>
Subject: QCP Receipt

Hi Nicole –

Can you please confirm receipt of a final QCP Packet for Talavera Lofts, application #19239? It was sent to the Department on the 19th.
February 15, 2019

Ms. Marni Holloway  
Director, Multifamily Production  
Texas Department of Housing and Community Affairs  
221 E 11th Street  
Austin, Texas 78701-2410

RE: Talavera Lofts, East Fifth & Navasota, Austin, Texas  
TDHCA # 19239

Dear Ms. Holloway:

I am writing to voice my support for Talavera Lofts, an application for Housing Tax Credits for an approximately 90-unit workforce apartment community being submitted by DMA Development Company.

DMA Development has an excellent reputation as a developer of affordable communities and I am pleased to learn that they will be bringing affordable housing to the Saltillo Transit Oriented District as part of the Capital Metro/Endeavor redevelopment and revitalization of this area within my District.

I heartily endorse this application. Should you have any questions, please feel free to contact me.

Sincerely,

Representative Eddie Rodriguez  
House District 51

Cc: Diana McIver, DMA Development Company
February 13, 2019

Diana McIver
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

RE: Talavera Lofts, East Fifth & Navasota Streets, Austin, Texas 78702
TDHCA # 19239

Dear Ms. McIver:

We would like to express our support for Talavera Lofts, a proposed affordable workforce housing development to be located at the southeast corner of East 5th and Navasota Streets, in Austin, Travis County, Texas. We understand that Saltillo DMA Housing, LLC is submitting a request for housing tax credits from the Texas Department of Housing and Community Affairs and for City of Austin G.O. Bond funding.

Family Eldercare qualifies as a tax-exempt non-profit community or civic organization that serves the community of Austin, Texas, which is where Talavera Lofts is to be located. Guided by the vision that seniors and adults with disabilities should live in a supportive community with dignity and as much independence as possible, Family Eldercare provides essential services to seniors, adults with disabilities and caregivers. Please see attached documentation of our tax-exempt status and evidence of our existence and participation in the Austin community.

Again, we are very pleased to lend our support to this affordable housing community and ask that you give it favorable consideration for a funding award. If you need additional information, you may contact me at KHerring@familyeldercare.org.

Sincerely,

[Signature]

Kent Herring
Chief Executive Officer
Dear Sir or Madam:

This is in response to your request of February 5, 2004, regarding your organization's tax-exempt status.

In January 1984 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $7000 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Receipts, legacies, devises, transfers, or gifts to your organization for its use and deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2103, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing.

For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

[Signature]
Janna K. Skutta, Acting Director, TE/GE
Customer Account Services
Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2017 Form 990T
- Tax Year 2017 Form 990
- Tax Year 2016 Form 990T
HOME > PROGRAMS

RECOGNIZED EXPERTS IN AGING

Mission-driven to provide quality of care and services that everyone deserves.

IN-HOME COUNSELING

Family Eldercare is committed to enhancing the lives of senior adults and their families and caregivers by providing the needed tools to empower them to maximize their strengths and independence. We are dedicated to helping seniors remain in their homes for as long as possible by providing services, education and information that help with informed decision-making as well as improving, enhancing dignity and quality of life. ... READ MORE >

GUARDIANSHIP

Appointed by a Court of Law, Family Eldercare protects those who are at risk of, or who have already experienced, abuse neglect and/or financial exploitation due to the lack of mental capacity to make decisions (due to age, illness or disability). Many of our approximately 450 clients have no appropriate resources to act in that capacity. ... READ MORE >

IN HOME CARE

As experts in living assistance for seniors, our licensed, insured and bonded In Home Care program provides compassionate care attendants to allow you or your loved one to continue thriving in a comfortable environment. Choose from a variety of customized services focused on ensuring every client and family are receiving the highest quality. ... READ MORE >

EVENTS

February 28, 2019

March 7, 2019

May 1, 2019

June 14, 2019
LIFETIME CONNECTIONS WITHOUT WALLS

Lifetime Connections Without Walls is a telephone-based program that provides opportunities for socially or physically isolated older adults to connect with others in their community and across the country. We offer social and educational classes, support groups, and friendly conversation – all over the telephone – all from the comfort of home. ... READ MORE >

LYONS GARDENS

Lyons Gardens is the result of Family Eldercare’s advocacy for affordable housing for seniors. Established in 2004, this 54-unit award winning senior housing community provides well-designed one-bedroom apartments for those 62+ who wish to thrive in an independently living community...
READ MORE >

MONEY MANAGEMENT

Family Eldercare’s Money Management Program helps seniors and people with disabilities continue to live independently in their homes and in their neighborhoods through assistance with managing their benefits and/or income. ... READ MORE >

SERVICE COORDINATION

Through partnerships with local housing providers, our Service Coordinators assist low-income seniors and adults with disabilities in identifying, locating and acquiring the services necessary for them to age in place in their own homes. Service Coordinators work on site at several senior and/or disabled housing properties in the Greater Austin Area. We strive to allow our residents to maintain their independence and remain in their homes. ... READ MORE >

November 1, 2019

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February 13, 2019

Janine Sisak
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

RE: Talavera Lofts, East Fifth & Navasota Streets, Austin, Texas 78702
TDHCA # 19239

Dear Ms. Sisak:

We would like to express our support for Talavera Lofts, a proposed affordable workforce housing development to be located at the southeast corner of East 5th and Navasota Streets, in Austin, Travis County, Texas. We understand that Saltillo DMA Housing, LLC is submitting a request for housing tax credits from the Texas Department of Housing and Community Affairs, and for City of Austin G.O. Bond funding.

Big Medium qualifies as a tax-exempt non-profit community or civic organization that serves the community of Austin, Texas, which is where Talavera Lofts is to be located. Big Medium is a 501(c)(3) non-profit organization dedicated to supporting and promoting contemporary art in Texas. Big Medium provides affordable studio space to artists, and partners with various organizations in Texas to help foster the arts and facilitate an inclusive cultural dialogue between artists and their communities.

Again, we are very pleased to lend our support to this affordable housing community and ask that you give it favorable consideration for a funding award. If you need additional information, you may contact me at little@bigmedium.org.

Sincerely,

Shea Little
Executive Director
Big Medium

512-217-2306
little@bigmedium.org
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.
Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: PC

Copies of Returns (990, 990-EZ, 990-PF, 990-T)

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

- Tax Year 2016 Form 990
- Tax Year 2016 Form 990T
About Big Medium

Big Medium is a 501(c)(3) nonprofit organization dedicated to supporting and promoting contemporary art in Texas. Big Medium produces the East Austin Studio Tour, the West Austin Studio Tour, the Texas Biennial, and presents innovative exhibitions throughout the year in the Big Medium Gallery.

Big Medium provides affordable studio space to artists, and partners with various organizations in Texas to help foster the arts and facilitate an inclusive cultural dialogue between artists and their communities.

Visiting Big Medium

The Big Medium Gallery is located at Canopy, 916 Springdale Rd, Bldg 2, #101. Our regular gallery hours are Tuesday–Saturday, 12–9pm. We are also available by appointment. Please email info@bigmedium.org (m) or (f) for scheduling.

Big Medium Staff

Shea Little — Executive Director
Rachael Glabowski — Director of Development
Jordan Gentry — Director of Programming
Oliver Scales — Development Coordinator
Coka Trevino — Programming Coordinator
Christina Moser — Designer

Support Team

Joseph Pagaro — Digital Strategy Consultant
Adrian Cho — Branding Advisor and Cultural Ambassador
Anwuli Chukwurah — Bookkeeper

Board of Directors

Robert Bland — Chair
Jon Lawrence
Shea Little — Ex Officio
Joseph Phillips
Jane Swec

FAQ

How do I financially support your programming?
To donate to Big Medium, please visit our support page (support.html). We are reliant on support from community members like you and appreciate your investment in the arts. Every contribution is meaningful, and we are grateful for support at every level.

How do I participate in the East or West Austin Studio Tours?
To participate in EAST or WEST, you must first have a studio or exhibition space within the studio tour boundaries [EAST: E of 135, W of 183, S of HWY 290, N of Riverside; WEST: W of 135, E of Mopac, S of 183, N of William Cannon]. If you meet the boundary requirements, you may apply for the tour via an online application available at east.bigmedium.org or westbigmedium.org, respectively. The WEST open call generally runs from Jan - Feb while the EAST call spans Jul - Aug. The participation fee is $175 and scholarships are available through our Fellowship Program. To ensure you are notified about important dates and deadlines, sign up for our mailing list (newsletter.html).

How do I advertise in the EAST or WEST catalog?
You can reserve your spot by emailing development@bigmedium.org or mastodevelopment@bigmedium.org. The catalogs are perfect for local businesses, and we appreciate your support.

Do you have any available studios right now?
There is currently a waitlist for studios at both Canopy and Bolm Studios. To be added to the waitlist, please submit a studio application (studio.html).

How do I get involved with volunteering?
We have ongoing volunteer opportunities at Big Medium for the Big Medium Gallery, EAST, WEST, the Texas Biennial, and more! Volunteering with Big Medium is a great way to support and get plugged in to the art community. Please contact our Program Coordinator Coka Trevino (coka.trevino@bigmedium.org) to get involved.

Contact Information

Big Medium
916 Springdale Rd, Bldg 2, #101
Austin TX 78702
512.339.6665
info@bigmedium.org

Canopy | 916 Springdale Rd, Bldg 2, #101 Austin, TX 78702 | 512.339.6665

Big Medium is funded in part by the Cultural Arts Division of the City of Austin Economic Development Department.

Big Medium is also supported by the Texas Commission on the Arts and by generous contributions from private donors.
January 24, 2019

Council Member Sabino Renteria
City of Austin
City Council Member, District 3
301 W 2nd St, Austin, TX 78701

Re: Talavera Lofts in the Saltillo Redevelopment

Dear Council Member Renteria:

During the January 16, 2019 meeting of the East Cesar Chavez Neighborhood Association (ECCNA)/East Cesar Chavez Neighborhood Planning Team (ECCNPT), DMA Development Company presented an update on Talavera Lofts, the proposed mixed-income housing development that is part of the larger Saltillo redevelopment area. The project site, located on the southeast corner of East 5th and Navasota Streets, right next to Saltillo Plaza, will provide much needed affordable housing for individuals and families within the larger Saltillo redevelopment area, which offers unparalleled access to employment opportunities and neighborhood services.

ECCNA/ECCNPT have passed a motion of support for DMA’s proposed Talavera Lofts which will increase the availability of affordable housing in the neighborhood for many years to come. E.

ECCNA/ECCNPT also identifies Talavera Lofts as the development that is contributing more than any other to the concerted revitalization efforts of the City of Austin in the central East Austin planning area.

Additionally, ECCNA/ECCNPT would like to encourage the City of Austin to work with State Representative Eddie Rodriguez and State Senator Kirk Watson to address legislation that prohibits two tax credit deals within two miles of one another from receiving funding in any given tax credit round.

Sincerely,

Susan Benz, Chair
East Cesar Chavez Neighborhood Plan Contact Team
East Cesar Chavez Neighborhood Association
**Assumed Name Records Certificate of Ownership**

For Unincorporated Business or Profession

**Notice:** "Certificates of Ownership" are valid only for a period not to exceed 10 years from the date filed in the County Clerk's Office (Chapter 36, Section 1, Title 4 of the Business and Commerce Code). This Certificate properly executed is to be filed immediately with the County Clerk.

**Business Name**

| East Cesar Chavez Neighborhood Association |

**Business Address**

| 1511 Haskell Street |

| Austin, TX 78702 |

This Assumed Name will be used for 10 years unless indicated here:

Business is to be conducted as (check one):

- [ ] Proprietorship
- [X] Joint Venture
- [ ] Real Estate Investment Trust
- [ ] Joint Stock Company
- [ ] Limited Partnership
- [ ] Sole Practitioner
- [ ] General Partnership
- [X] Other (name type) CIVIC GROUP

I/WE, the undersigned, are the owner(s) of the above business and my/our name(s) and address(es) given is/are true and correct and there is/are no ownership(s) in said business other than those listed herein below. Names of owners:

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori C. Renteria</td>
<td>Signature</td>
</tr>
</tbody>
</table>

Residence Address 1511 Haskell St. City Austin State TX ZIP 78702

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
</tr>
</thead>
</table>

Residence Address

Name

Residence Address

Name

Residence Address

FOR USE BY NOTARY AND CLERK OF THE COURT, DEPUTY. The State of Texas and County of Travis:

Before me, the undersigned authority, on this day personally appeared: Lori C. Renteria known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they signed the same purpose and consideration therein expressed. Given under my hand and seal of office, on MAY 05 2011.

Signature of Notary Public in and for the State of Texas or Clerk of the Court, Deputy

Seal of the Notary Public or Clerk of the Court, Deputy

INFORMATION WHERE DOCUMENT SHOULD BE RETURNED

(to be completed by applicant):

In the spaces below, clearly print the name, address, city, state, and ZIP code where this document should be returned:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lori C. Renteria</td>
<td>1511 Haskell St. Austin, TX 78702</td>
</tr>
</tbody>
</table>

Form of identification presented: TX DL
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

May 05, 2011 03:34 PM
BERNSTA: $14.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS
Purpose and Mission

The East César Chávez Neighborhood Planning Team was formed in 1999. The purpose of the East César Chávez Neighborhood Leadership Team (ECC NPT) is to facilitate the completion of the 1999 East César Chávez Neighborhood Plan adopted by the City of Austin on May 13, 1999.

The ECC NPT shall seek the opinions of their neighbors and make every effort to represent the neighborhood through the open discussion of issues and the dissemination of information to the neighborhood. The ECC NPT will be a broad-based diverse group. Every effort should be made by the ECC NPT to listen to voices of the neighborhood. Decision-making will be determined through majority rule, but every effort should be made to use consensus building in order build trust in the neighborhood.

East César Chávez Neighborhood Boundaries

The East César Chávez Neighborhood Planning Area is located in the central-east part of Austin’s Urban Core. The boundaries for the planning area are the alley between East 5th and East 7th Street on the north, Chicon on the east, Town Lake on the south, and Interstate Highway 35 (I-35) on the west.

View A Map

Bylaws

We invite you to read our Bylaws to learn more about our planning process.

Get Involved!

Learn how you can Get Involved in your neighborhood planning process, including information on our monthly meetings.

Leadership Team

Meet our Leadership Team.

Meeting Minutes

View the minutes from past meetings on the Meeting Minutes page.

¡Join us!

We meet the third Wednesday of every month from 6:00 PM - 8:30 PM at the Terrazas Library.

Please join us for a meeting. Everyone is welcome to attend and participate!
¿Habla Español?

Para obtener información en español, favor de comunicarse con Alberto Martínez (mailto:”beta.martiayala@gmail.com”), (512) 363-6187.

Login (http://eastcesarchavez.org/wp-login.php)
### Required Third Party Reports

All third-party reports must include the following statement:

“All persons who have a property interest in this report hereby acknowledge that the Department may publish the full report on the Department’s website, release the report in response to a request for public information and make other use of the report as authorized by law.”

Complete the information below as applicable [§11.205].

<table>
<thead>
<tr>
<th>1.</th>
<th>Environmental Site Assessment (ESA) (All Multifamily Applications)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>Terracon</td>
</tr>
<tr>
<td>Date of Report:</td>
<td>3/1/2019</td>
</tr>
<tr>
<td>[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.</td>
<td></td>
</tr>
<tr>
<td>[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.</td>
<td></td>
</tr>
<tr>
<td>[ ] Development is funded by USDA and is not required to supply an ESA.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>Environmental Clearance (Section 811 PRA and Direct Loan applications only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>[ ] Application selected points for the Section 811 PRA Program and includes documentation for the project participating in the Section 811 PRA Program that the project meets the tenets of HUD environmental policy and the requirements of applicable statutes and authorities.</td>
<td></td>
</tr>
<tr>
<td>[ ] Documentation of HUD Environmental Clearance is included behind this tab.</td>
<td></td>
</tr>
<tr>
<td>[ ] Applicant has submitted an environmental packet to TDHCA and determination is pending.</td>
<td></td>
</tr>
<tr>
<td>[ ] Applicant has reviewed the Environmental Requirements and Environmental Assurance section of the Section 811 PRA Program Guidelines (§PRA.215) and understands that a determination must be received prior to signing the Rental Assistance Contract.</td>
<td></td>
</tr>
<tr>
<td>[ ] MFDL Development has already received Environmental Clearance from HUD under 24 CFR Parts 50 or 58 and documentation of HUD Environmental Clearance is included behind this tab.</td>
<td></td>
</tr>
<tr>
<td>[ ] Applicant has submitted an environmental packet to TDHCA and clearance is pending.</td>
<td></td>
</tr>
<tr>
<td>[ ] Applicant has reviewed the environmental clearance materials available on the Department’s website and understands that clearance must be received prior to closing on the loan. <a href="https://www.tdhca.state.tx.us/program-services/environmental/index.htm">https://www.tdhca.state.tx.us/program-services/environmental/index.htm</a></td>
<td></td>
</tr>
<tr>
<td>[ ] A Third Party will aid in the completion of the environmental clearance process. If checked, complete the following:</td>
<td></td>
</tr>
<tr>
<td>Name of Firm:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Contact Telephone:</td>
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<tr>
<td>Email:</td>
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<thead>
<tr>
<th>3.</th>
<th>Primary Market Area Map</th>
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<tbody>
<tr>
<td>[X] Primary Market Area (PMA) map with definition of PMA is included behind this tab.</td>
<td></td>
</tr>
<tr>
<td>Prepared by:</td>
<td>Affordable Housing Analysts</td>
</tr>
<tr>
<td>Date of Report:</td>
<td></td>
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<tr>
<td>Development Site Location:</td>
<td></td>
</tr>
<tr>
<td>Longitude:</td>
<td>97.728976</td>
</tr>
<tr>
<td>Latitude:</td>
<td>30.262626</td>
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<tr>
<th>4.</th>
<th>Property Condition Assessment (PCA)</th>
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<tbody>
<tr>
<td>Prepared by:</td>
<td>N/A</td>
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<tr>
<td>Date of Report:</td>
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<th>Appraisal</th>
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<tbody>
<tr>
<td>Prepared by:</td>
<td>N/A</td>
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<tr>
<td>Date of Report:</td>
<td></td>
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<tr>
<th>6.</th>
<th>Site Design and Development Feasibility Report</th>
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</thead>
<tbody>
<tr>
<td>Prepared by:</td>
<td>DMA Development Company, LLC</td>
</tr>
<tr>
<td>Date of Report:</td>
<td>2/19/2019</td>
</tr>
</tbody>
</table>

2/27/2019
Development Owner Statement Regarding Compliance with Recommendations of the Environmental Site Assessment

Talavera Lofts, TDHCA #19239

Saltillo DMA Housing, LLC will comply with all recommendations stated in the Environmental Site Assessment prior to closing.

By: Saltillo DMA Housing, LLC, a Texas Limited Liability Company

By: DMA Talavera Lofts, LLC, a Texas Limited Liability Company,

its general partner

By: DMA Community Ventures, LLC

By: __________________________

Name: Diana McIver

Its: Member/Manager

Date: 2/28/2019
Geographies Selected:

<table>
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<tr>
<th>Geocode/ ID</th>
<th>State</th>
<th>County</th>
<th>MCD</th>
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<td>Travis County</td>
<td>Austin CCD</td>
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<tr>
<td>48453001200</td>
<td>Texas</td>
<td>Travis County</td>
<td>Austin CCD</td>
</tr>
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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), are eligible for the first tie-breaker. Any of the tied Applications that meet the first part of the tie-breaker will progress to the second part. Then the Development in the census tract with the highest percentage of statewide rent burden for renter households at or below 80% Area Median Family Income (AMFI), will win the tie-breaker. Tied Applications that do not meet the first part of the tie-breaker or that are still tied after applying the second part of the tie-breaker will proceed to the second tie-breaker to break the tie.

Is Site in Region 11 or 13? No
Poverty Rate = 20
Poverty Rate is less than 15.629.

Is Site in Region 11? No
Poverty Rate = NA
Applicable Poverty Rate = NA
Poverty Rate is less than 30.629.

Is Site in Region 13? No
Poverty Rate = NA
Applicable Poverty Rate = NA
Poverty Rate is less than 20.629.

Rent Burden Rank = 956 (lower number wins tie)

Tie-Breaker #2 (10 TAC §11.7(2))
Applications proposed to be located the greatest linear distance from the nearest Housing Tax Credit assisted Development that serves the same Target Population and that was awarded less than 15 years ago according to the Department’s property inventory tab of the Site Demographic Characteristics Report.

Development Longitude: 97.728976
Development Latitude: 30.26262
Target Population: General
Closest Development serving same Population: Pathways at Chalmers Courts East
Application Number: 18018
Address: SWC Chicon St. and E. 4th St.
Year of Award: 2018

2/27/2019
Concerted Revitalization Plan ("CRP") Application Packet

The purpose of the packet is to formalize the process by which Concerted Revitalization Plans ("CRP") are described and submitted pursuant to 10 TAC §11.9(d)(7) of the Qualified Allocation Plan ("QAP"). The CRP and all supporting documentation must be uploaded to the Department’s ServU system along with this packet, as a separate document from the Application. Refer to the Multifamily Programs Procedures Manual posted at http://www.tdhca.state.tx.us/multifamily/apply-for-funds.htm for an explanation of the process to set-up a Serv-U Account if needed.

Application #19239  Development Name  Talavera Lofts
Development City  Austin  Development County  Travis

☒ The Application claims no points under 10 TAC §11.9(c)(4) related to Opportunity Index.

My Development Site is located in an area that is:

☒ Urban
☐ Rural (skip to page 4 of the packet)

☒ My Development Site is located in a distinct area known locally as (or named by the CRP as) Plaza Saltillo; Homestead Preservation District A (HPD) and Homestead Preservation Reinvestment Zone No. 1 (HPRZ) that is larger than the assisted housing footprint.

☒ This packet includes a description of the area targeted for revitalization, including common attributes and problems, which can be found at (document name, page number(s), etc)

1. Ordinance No. 20151217-099; page 1
2. Ordinance No. 20081218-114; page 1 and 7, and Exhibits A (Map) and B (Homestead Preservation Reinvestment Zone No. 1, Preliminary Project Plan and Reinvestment Zone Financing Plan)
3. Ordinance No. 20070111-053; page 1

☒ This packet includes a description of how this area was once vital and how it has lapsed into a condition requiring concerted revitalization, which can be found at (document name, page number(s), etc)  Ordinance No. 20151217-099, para C (references “disadvantaged neighborhoods”) and D (“the area ... is unproductive, undeveloped, or blighted); Ordinance No. 20081218-114. Page 2 of 6 (“notes a “substantial number of substandard, deteriorated or deteriorating structures ... “) and Exh. B, pages 3-4 (“describes gentrifying forces”); Resolution No. 20081016-013, para. 1, para. 3 (describes goal of creating and preserving affordable housing in disadvantaged neighborhoods.”

☒ A CRP covering the area mentioned above has been developed and executed. The CRP consists of the following local planning document(s):

1. Homestead Preservation Reinvestment Zone No. 1, Preliminary Project Plan and Reinvestment Zone Financing Plan (Exhibit B to Ordinance 20081218-114)
2. Plaza Saltillo TOD Station Area Plan

☒ The document(s) is included in its entirety.
The document(s) can be found online at ______.

NOTE: Per the requirements of 10 TAC §11.9(d)(7)(A)(ii), a plan may consist of one or multiple, but complementary, local planning documents that together create a cohesive agenda for the plan’s specific area. **No more than two (2) local plans may be submitted for each proposed Development.** A Consolidated Plan, One-year Action Plan or any other plan prepared to meet HUD requirements will not meet the requirements, unless evidence is presented that additional efforts have been undertaken to meet the requirements in the QAP. The concerted revitalization plan may be a Tax Increment Reinvestment Zone (“TIRZ”) or Tax Increment Finance (“TIF”) or similar plan. A city- or county-wide comprehensive plan, by itself, does not equate to a concerted revitalization plan.

**The URBAN CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(A)(iii)(I-IV):**

1. The concerted revitalization plan, or each of the local planning documents that compose the plan, must have been adopted by the municipality or county in which the Development Site is located.
   - This packet includes the resolution(s) adopting the plan or local planning documents that compose the plan; or
   - This packet includes the resolution(s) of delegation and other evidence in the form of certifications by authorized persons confirming the adoption of the plan(s) and budget(s).

2. The problems in the revitalization area must be identified through a process in which affected local residents had an opportunity to express their views on problems facing the area, and how those problems should be addressed and prioritized. A description of eligible problems for a CRP are found at 10 TAC §11.9(d)(7)(A)(iii)(II)(a) through (c).
   - A description of the process for public input on the problems in the plan can be found at (document name, page number(s), etc)
   - Resolution No. 20081016-013. The resolution itself was passed after a public hearing; The resolution directs a further public hearing on page 2.
   - A description of the problems identified by the process can be found in (document name, page number(s), etc)
     1. Ordinance No. 20151217-099 para C (references “disadvantaged neighborhoods”) and D (“the area . . . is unproductive, undeveloped, or blighted”).
     3. Resolution No. 20081016-013, para. 1, para. 3 (describes goal of creating and preserving affordable housing in disadvantaged neighborhoods.”

4. A description of how the process determined how the problems should be addressed and prioritized can be found at (document name, page number(s), etc) Homestead Preservation Reinvestment Zone No. 1, Preliminary Project Plan and Reinvestment Zone Financing Plan (Exhibit B to Ordinance 20081218-114); pages 3-5 (outlines the problems identified as gentrification and proposed a tax increment financing plan to address problems.

3. The goals of the adopted plan must have a history of sufficient, documented and committed funding to accomplish its purposes on its established timetable. This funding must be flowing in accordance with the plan, such that the problems identified within the plan are currently being or have been sufficiently addressed.
   - A description of the goals of the plan can be found at (document name, page number(s), etc)
2. Homestead Preservation Reinvestment Zone No. 1, Preliminary Project Plan and Reinvestment Zone Financing Plan (Exhibit B to Ordinance 20081218-114); pages 3-4.

3. Ordinance No. 20070111-053; page 1.

☑️ A description of the plan’s timetable can be found at (document name, page number(s), etc)

1. Ordinance No. 20151217-099 – Exhibit B which documents Projections of Incremental Property Tax Revenue for Zone No. 1; page 3 (Exhibit B).

☑️ A description of sufficient, documented and committed funding for the plan can be found in (document name, page number(s), etc)

1. Resolution No. 20081016-013, which documents that “revenue would be dedicated to the development, construction, and preservation of affordable housing”; page 1.

2. Homestead Preservation Reinvestment Zone No. 1, Preliminary Project Plan and Reinvestment Zone Financing Plan (Exhibit B to Ordinance 20081218-114) which documents that “all of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 70% of the area Median Family Income.”; pages 4-5.

3. Ordinance No. 20151217-099 – Exhibit B which documents Projections of Incremental Property Tax Revenue for Zone No. 1; pages 2-3 (Exhibit B).

☑️ Evidence that the funding has been flowing to address the problems identified in the plan, or that the problems have been sufficiently addressed, can be found at (document name, page number(s), etc)

1. Housing and Planning Committee HPRZ 1 Presentation - January 23, 2018; page 4.

2. According to the City of Austin’s Neighborhood Housing and Community Development department, the fund currently has a balance of $740,204. It is anticipated another $676,878 will be deposited in the fund in the third or fourth quarter of this fiscal year (2019).

4. The plan must either be current at the time of Application and must officially continue for a minimum of three years thereafter OR the work to address the items in need of mitigation or rehabilitation has begun and, additionally, the Applicant must include confirmation from a public official who oversees the plan that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles to accomplishing the purposes of the plan.

☑️ The plan is current at the time of Application, and the effective period for the plan is current as of March 1, 2019 and continues until at least March 1, 2022 and can be found in (document name, page number(s), etc) Ordinance No. 20151217-099; page 2

or

☐ Evidence that the work to address problems in the plan has begun can be found at (document name, page number(s), etc) _____; AND.

☐ Confirmation from a public official that accomplishment of those objectives is on schedule and there are no budgetary or other obstacles can be found at (document name, page number(s), etc) _____.

Provide any comments or additional information in the box below, if applicable.

Problems in the revitalization area were identified through a process in which affected local residents had opportunity to express their views as all City Council action took place during public meetings subject to public comment:

a) Public hearing 1 – January 11, 2007, adoption of HPD

b) Public hearing 2 – October 16, 2008, authorization for HPRZ, adoption of Preliminary Reinvestment Zone Project and Financing Plan, and authorization for additional public hearings

c) Public hearing 3 – December 18, 2008

d) Public hearing 4 – December 17, 2015, creation of HPRZ
**URBAN CRP Requested Scoring.** Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive four (4) points for a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area based on the targeted efforts outlined in the plan and in reference to the requirements of 10 TAC §11.9(d)(7)(A)(iii)(I-IV). The letter must also discuss how the improvements will lead to an appropriate area for the placement of housing.
   ☑ A letter from a public official is included in this packet (an adopted resolution may be submitted in place of a letter).

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality or county as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   ☑ An adopted resolution from the city of Austin is included in this packet (a letter MAY NOT be submitted in place of a resolution).
   ☐ An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution).

   **NOTE:** A municipality or county may only identify one Development per CRP area during each Application Round for the additional points under this subclause, unless the concerted revitalization plan includes more than one distinct area within the city or county, in which case a resolution may be provided for each Development in its respective area. The resolution from the Governing Body of the municipality or county that approved the plan is required to be submitted in the Application. If multiple Applications submit resolutions under this subclause from the same Governing Body for the same CRP area, none of the Applications shall be eligible for the additional points, unless the resolutions address the respective and distinct areas described in the plan.

3. Applications will receive (1) point in addition to those under 1. and 2. above if the development is in a location that would score at least 4 points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   ☑ Development Site is within the required radius of the eligible amenities and/or services listed below, pursuant to §11.9(c)(4)(B)(i) of the QAP.
   ☑ A map showing the Development Site, location of and distance to the amenities, and evidence that the amenity meets all requirements of the rule, as applicable, is included.

<table>
<thead>
<tr>
<th>Full Service Grocery Store</th>
<th>Health Related Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pharmacy</td>
<td>Childcare</td>
</tr>
<tr>
<td>Public Transportation</td>
<td>Public Library</td>
</tr>
<tr>
<td>Indoor Recreation</td>
<td>Community Service Organization</td>
</tr>
<tr>
<td>Outdoor Recreation</td>
<td>University</td>
</tr>
</tbody>
</table>

Provide any comments or additional information in the box below, if applicable.
The RURAL CRP meets the following criteria as required by 10 TAC §11.9(d)(7)(B)(i-iii):

Points may be selected under 1, 2, and 3 below for no more than a total of 7 points.

1. Applications will receive 4 points for the Rehabilitation or demolition and Reconstruction of a development in a rural area that has been leased at 85% or greater for the six months preceding Application by low income households and which was initially constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, the HOME program, or the CDBG program.
   - The Application proposes Rehabilitation; or
   - The Application proposes demolition and Reconstruction; and
   - Evidence that the development has been leased at 85% or greater for the six months preceding Application by low income households can be found at (document name, page number(s), etc) _____; and
   - Evidence that the development was initially constructed 25 or more years prior to Application submission as either public housing or as affordable housing with support from USDA, HUD, the HOME program, or the CDBG program can be found at (document name, page number(s), etc) _____.
   
   **Note:** The occupancy percentage will not include Units that cannot be occupied due to needed repairs, as confirmed by the PCA or CNA. Demolition and relocation of units must be determined locally to be necessary to comply with the Affirmatively Furthering Fair Housing Rule, or if necessary to create an acceptable distance from Undesirable Site Features or Neighborhood Risk Factors.

2. Applications may receive (2) points in addition to those above if the Development is explicitly identified in a resolution by the municipality (or county if the Development Site is completely outside of a city) as contributing more than any other to the concerted revitalization efforts of the municipality or county (as applicable).
   - An adopted resolution from the city of _____ is included in this packet (a letter MAY NOT be submitted in place of a resolution); or
   - An adopted resolution from _____ county is included in this packet (a letter MAY NOT be submitted in place of a resolution);
   
   **Note:** Where a Development Site crosses jurisdictional boundaries, resolutions from all applicable governing bodies must be submitted. A municipality or county may only identify one single Development during each Application Round for each specific area to be eligible for the additional points under this subclause. If multiple Applications submit resolutions under this subclause from the same Governing Body for a specific area described in the plan, none of the Applications shall be eligible for the additional points.

3. Applications may receive (1) additional point if the development is in a location that would score at least five (5) points under Opportunity Index, §11.9(c)(4)(B), except for the criteria found in §11.9(c)(4)(A) and subparagraphs §11.9(c)(4)(A)(i) and §11.9(c)(4)(A)(ii).
   - Development Site is within the required radius of the eligible amenities and/or services listed below, 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.

Provide any comments or additional information in the box below, if applicable.
February 27, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, TX 78701

RE: Talavera Lofts
TDHCA# 19239

Dear Marni:

The proposed Talavera Lofts is located within two City of Austin Planning Areas: the Plaza Saltillo Transit Oriented District (TOD) Station Area Plan adopted on December 11, 2008, revised via Ordinance No. 20130425-106 on May 25, 2013; and the City of Austin Homestead Preservation Reinvestment Zone No. 1 Preliminary Project Plan and Reinvestment Zone Financing Plan, which was approved by Ordinance No. 20081218-114 on December 18, 2008. This letter addresses how these plans meet the TDHCA requirements for “Concerted Revitalization Plan” and therefore supports an award of points under section 11.9(d)(7)(A), which reads:

(i) “An application may qualify to receive points if the Development Site is located in a distinct area that was once vital and has lapsed into a situation requiring concerted revitalization . . . . The area targeted for revitalization must be . . . a neighborhood or small group of contiguous neighborhoods with common attributes and problems.”

1. Concerted Revitalization Plan

Before I address the specific issues raised with regarding to the submitted Concerted Revitalization Plan, I want to preface the details of this response with a more holistic explanation of the Plan submitted with the Application. The Plan covers East Austin, which has a long history as a low-income, ethnically and racially diverse neighborhood that has suffered blight, crime, neglect, and historical disinvestment. Although East Austin is experiencing unprecedented gentrification due to its excellent location across the highway from the central business district and its proximity to Lady Bird Lake, this gentrification is quickly displacing long term low-income Austin residents and making even “attainable” housing completely out of reach even for middle income people. Private investment is pouring into the neighborhood.

This area is the very type of area in which TDHCA wants to invest. This is a formerly disadvantaged, blighted high crime area that is only recently losing these characteristics because it is on the upswing.

Therefore, the Concerted Revitalization Plan submitted with the application seeks to address not only crime, blight, disinvestment, which are naturally decreasing due to the rapid influx of private investment, but also addresses the challenges of preservation and affordability. Preservation and
affordability goals are the natural successors to a reduction in crime and blight in an area that is undergoing the evolutionary process of revitalization. This is very much happening in East Austin as the neighborhood was once vital, fell into disrepair due to disinvestment, experienced a rediscovery in term of private investment, and now is grappling to stave off the forces of gentrification.

A. Problems in the Revitalization Area

Resolution 20081016-013 which adopts the Homestead Preservation Reinvestment Zone No. 1, Preliminary Project Plan and Reinvestment Zone Financing Plan, also outlines the purpose of the plan—to reinvest in this planning area which contains disadvantaged neighborhoods in need of re-investment. Specifically, the very first sentence of Resolution 20081016-013 says that the City Council wishes to promote and expand the opportunities for the creation and preservation of affordable housing in certain disadvantaged neighborhoods.” The second paragraph mentions the authorization by state statute of a “tax increment financing reinvestment zone” for this planning area. The need for reinvestment in this area means that the area has experienced disinvestment. If it hadn’t, there would be no need for re-investment. These are two sides of the same coin. The third paragraph states the need for “construction of necessary infrastructure” related to the rehabilitation of housing in this area. This suggests that infrastructure is old, outdated, and must be upgraded to support the re-investment activities.

The Executive Summary of the Plan itself contains the same type of language in describing its purpose, which I highlighted on page 3 of 11. The plan is to “prevent the involuntary loss of homesteads by existing low-income and moderate income homeowners living in disadvantaged neighborhoods.” The Plan clearly references Chapter 373A of the Local Government Code, which is the enabling legislation for Homestead Preservation Districts. Section 373A.0952, which is specifically referenced in this adopting resolution as well as the Plan, defines those areas eligible as the following:

“[A]n area must be composed of census tracts forming a spatially compact area with: (1) fewer than 75,000 residents; (2) an overall poverty rate that is at least two times the poverty rate for the entire municipality; and (3) in each census tract within the area, a median family income that is less than 80 percent of the median family income for the entire municipality.” This is the definition of “disadvantaged neighborhoods” as referenced in the Resolution and the Plan. Such neighborhoods, including Central East Austin, have historically suffered from long term disinvestment, and therefore are in need of the exact re-investment that these homestead districts generate.

It should be noted that the QAP also allows other problems, besides long terms disinvestment, to be the subject of a qualified Converted Revitalization Plan. Specifically, the QAP states that such problems may include “declining quality of life for area residents.” While the QAP lists examples “such as” crime, property crime, gang activity, etc., which this area has certainly experienced over the last 30-40 years, this list is not exhaustive. Another compelling example of declining quality of life is when existing housing in a neighborhood suffers from lack of capital improvement or investment yet is no longer affordable, directly causing original neighborhood residents to leave the neighborhood, or indirectly though steeply rising property taxes that places families into foreclosure scenarios. The Plan that was submitted with this application is very clearly creating solutions to address this very serious problem.
Finally, the QAP notes “lack of new affordable housing options for long-term residents” as a problem to be addressed by the Plan. As noted in the Plan itself, gentrification is the problem that the Plan seeks to address.

B. Evidence that affected local residents had an opportunity to express their views on the problems facing the area.

The first public hearing on Homestead Preservation District A in which local residents had an opportunity to express their views was held on January 11, 2007. Resolution 20081016-013 which adopts the Homestead Preservation Reinvestment Zone No. 1, Preliminary Project Plan and Reinvestment Zone Financing Plan, was adopted by the Austin City Council during a public hearing on October 16, 2008. Further, the Resolution as passed directs a second public hearing in the second resolution paragraph.

C. Evidence of targeted efforts within the current CRP to address the problems identified in the plan.

In outlining the financial aspects of the Plan on page 4-8 of 11, the Plan states that funds will be used for direct project costs associated with the purchase of real property, rehabilitation, renovation or reconstruction of homestead properties” owned by household at 30% MFI, 50%, 70% or below within the area. This is a targeted effort to improve homes that have suffered from disinvestment so that long-time neighborhood residents have the choice to stay in their homes in this area, rather than relocate to more affordable neighborhoods outside this area or outside the City of Austin.

D. Evidence that funding has been flowing in accordance with the current CRP, such that the problems identified within the plan will have been sufficiently mitigated and addressed prior to the Development being placed in service.

This Plan is entitled “Preliminary Project Plan and Reinvestment Zone Financing Plan.” On page 8 of 11, the Plan specifies how the targeted efforts outlined in the Preliminary Project Plan will be funded. In Subsection VI, and specifically on page 10 of 11, the Plan goes into detail about the tax increment revenue that is expected to come from increased property values in the zone due to growth in values and development that would normally occur over the course of time. It offers a clear 10-year revenue projection that covers Year 1 through Year 10. At the time the plan was adopted, the tax revenue was expected to be more than $13M over the ten-year period and was earmarked for the targeted efforts of the Plan. See also Tables 4 and 4a which should the total potential revenues from incremental values.

Taking these projections, and noting that the Plan itself mentions in particular the TOD Districts at Plaza Saltillo and MLK at the bottom of page 10 of 11, both of which are underway with redevelopment activities that will generate significant amount of tax incremental financing proceeds, the TIRZ fund has generated a significant amount of proceeds to date and will continue to do so in an exponential way over the ten-year period. The City of Austin has publicly reported that the base year for the TIRZ is 2015; $253,488 was generated and deposited in the fund for FY17, the current balance of the fund is $740,204, and it is estimated that $676,878 will be deposited in the fund in the third or fourth quarter of FY19. This evidences funds are flowing and are available for the targeted efforts.
With regard to the problems identified in the plan being mitigated, the problem of disinvestment has been mitigated due to all the private investment that has flowed into this area over the last five to ten years. The amount of blight has been reduced, the incidents of crime are on the decline, but the problem of gentrification still exists. Combatting gentrification will be addressed with these TIRZ proceeds by re-investing funding into older homesteads, either by demolition and new construction or through aggressive rehabilitation of older structures.

Should you have any questions or wish to discuss our proposal in greater detail, please feel free to give me a call at 512-328-3232, extension 4505.

Sincerely,

Janine Sisak
Senior Vice President / General Counsel
ORDINANCE NO. 20151217-099

AN ORDINANCE CREATING AND DESIGNATING A HOMESTEAD PRESERVATION REINVESTMENT ZONE NAMED “CITY OF AUSTIN HOMESTEAD PRESERVATION REINVESTMENT ZONE NUMBER ONE”; CREATING A TAX INCREMENT BASE; ESTABLISHING A TAX INCREMENT FUND; ESTABLISHING OTHER PROVISIONS FOR THE EFFECTIVE ADMINISTRATION OF THE ZONE; AND SETTING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Findings. The City Council finds that:

(A) The City has proposed the creation of a Homestead Preservation Reinvestment Zone (“the Zone”) under Chapter 373A of the Texas Local Government Code for the area depicted on the map attached to and incorporated into this ordinance as Exhibit A. The boundaries of the Zone are located entirely within or are cotenous with the boundaries of the Homestead Preservation District created by Ordinance No. 20070111-053.

(B) The City has prepared a preliminary financing plan which is attached to and incorporated into this ordinance as Exhibit B.

(C) The Zone is necessary to accomplish the purposes of Chapter 373A of the Texas Local Government Code and will promote the ability of the City to increase home ownership, provide affordable housing, prevent the involuntary loss of homesteads by existing low-income and moderate-income homeowners living in disadvantaged neighborhoods and will provide the City with a means to expand and protect the homestead interests of low-income and moderate-income families living within the Zone; and

(D) The Zone meets the requirements of Texas Local Government Code Section 373A.1521(4) in that the area contained within the Zone is unproductive, underdeveloped, or blighted as provided by Section 1-g(b), Article VIII of the Texas Constitution.
PART 2. Creation. A Homestead Preservation Reinvestment Zone is created for the area described in Exhibit A, and this zone is designated “City of Austin Homestead Preservation Reinvestment Zone Number One”.

PART 3. Administration of the Zone. As provided in Texas Local Government Code Section 373A.157(a), the Zone and the tax increment fund established below in Part 7 are administered by the City Council of the City of Austin.

PART 4. Authority of the City Council. The City Council has the powers necessary to accomplish the purposes for which the Zone is created.

PART 5. Tax Increment Base. As provided by Texas Tax Code Section 311.012(c), the tax increment base for the Zone is the total taxable value, as determined by the Travis Central Appraisal District, of all real property taxable by the City of Austin and located in the Zone as of December 31, 2015.

PART 6. Tax Increment. As required by Texas Tax Code Section 311.012(a), the City’s tax increment for a year is the amount of property taxes levied and assessed by the City for that year on the captured appraised value of real property taxable by the City and located in the Zone.

PART 7. Tax Increment Fund. A Tax Increment Fund for the Zone is established. The Tax Increment Fund may be divided into accounts and subaccounts as authorized by the City Council. A tax increment derived from City ad valorem taxes in the amount of 10% of the City increment must be deposited into the Tax Increment Fund by the City. The Tax Increment Fund including an account or subaccount shall be maintained at the City’s depository bank and secured as prescribed by state law.

PART 8. Zone Effective Date and Termination Date. The Zone shall take effect on December 31, 2015 and shall terminate on December 31, 2025.

PART 9. Severability. If any section, paragraph, clause, or provision of this ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.
PART 10. This ordinance takes effect on December 28, 2015.

PASSED AND APPROVED

December 17, 2015

APPROVED: Anne L. Morgan
City Attorney

ATTEST: Jannette S. Goodall
City Clerk

Steve Adler
Mayor
Proposed Homestead Preservation District A
Tax Increment Reinvestment Zone

This map has been produced by the City of Austin for the sole purpose of geographic reference. No warranty is made by the City regarding specific accuracy or completeness.

Source: City of Austin, NHCD 2015
EXHIBIT B

City of Austin
Homestead Preservation Reinvestment Zone No. 1

DRAFT Preliminary Reinvestment Zone Financing Plan

City of Austin
Financial Services Department

December 2015
Introduction

Texas Local Government Code Chapter 373A, Homestead Preservation District and Reinvestment Zone (HPD), created three affordable housing tools for census tracts that meet certain conditions regarding size of population, poverty rates and median family income. The tools created were a Homestead Land Trust, a Homestead Preservation Reinvestment Zone, and Homestead Land Bank Program.

On January 11, 2007 the Austin City Council established the Homestead Preservation District, generally in the 78702 zip code, which met the eligibility criteria in 373A.052 at the time of designation. HPD District A consists of approximately 2,900 acres and 7,900 parcels as of 2015.

The creation of a Homestead Preservation Reinvestment Zone (the “Zone”) is done pursuant to Chapter 373A of Texas Local Government Code, as well as the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code.

Preliminary Reinvestment Zone Financing Plan

Before adopting a Zone, a preliminary financing plan must be completed. Tax Increment Financing (TIF) is the tool used in the Zone. A TIF captures a percentage of the incremental tax revenue above a set base tax year, and dedicates those funds a newly created to the intended purpose of the Zone.

The proposed Homestead Preservation Reinvestment Zone No. 1 (Zone No. 1) for District A has approximately $776 million in assessed valuation (Tax Year 2015), representing 2.2% of the total assessed valuation in the City of Austin. See Exhibit A for Homestead Preservation Reinvestment Zone No. 1. Of the 7,800 parcels in District A, all but two are at least 50% within the boundaries of District A. These 2 parcels are not included in Zone No. 1.

Using this 2015 tax year as the base year, the City Council will determine percentage of the increment in each subsequent tax year that will dedicated to the development, construction and preservation of affordable housing within District A. The City Council will also determine how long the Zone will be in effect by establishing a termination date of the zone. Revenue collected will be deposited into a newly created Homestead Preservation Reinvestment Zone No. 1 Fund (the “Fund”).

This proposed TIF would be a “Pay-As-You-Go” TIF. That is, tax revenue collected each year would be dedicated to housing programs, pursuant to Section 373A.157, in District A. The City will not use this annual incremental tax revenue to issue debt for affordable housing programs.

The following table illustrates the tax increment that could be generated above the 2015 base tax year, under a 100% capture scenario, (all the incremental revenue above 2015 goes into the Fund) and a 50% capture scenario. Each scenario is projected for a 10 year period, and a 20 year period.
### Table 1: Projections of Incremental Property Tax Revenue for Zone No. 1

<table>
<thead>
<tr>
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<th>100% Capture</th>
<th>50% Capture</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year Revenue (FY17)</td>
<td>$1.0 million</td>
<td>$500,000</td>
</tr>
<tr>
<td>Year 10 Revenue (FY26)</td>
<td>$10.4 million</td>
<td>$5.2 million</td>
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<tr>
<td><strong>Cumulative 10 Yrs</strong></td>
<td><strong>$56.5 million</strong></td>
<td><strong>$28.3 million</strong></td>
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<tr>
<td>Year 20 Revenue (FY36)</td>
<td>$24.2 million</td>
<td>$12.1 million</td>
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<tr>
<td><strong>Cumulative 20 Yrs</strong></td>
<td><strong>$174.2 million</strong></td>
<td><strong>$87.1 million</strong></td>
</tr>
</tbody>
</table>

Upon creation of the Zone, in each subsequent fiscal year, Neighborhood Housing & Community Development will present an annual “Project Plan” for how the collected funds would be utilized. Per 373A.157 all revenue would need to be expending to benefit families that have a yearly income at or below 70% of the area median family income (MFI); with at least 50% being spent on families at or below 50% MFI; and with at least 25% being spent on families at or below 30% MFI.
ORDINANCE NO. 20081218-114

AN ORDINANCE CREATING AND DESIGNATING THE AREA IN THE HOMESTEAD PRESERVATION DISTRICT AS A HOMESTEAD PRESERVATION REINVESTMENT ZONE, NAMED "HOMESTEAD PRESERVATION REINVESTMENT ZONE NUMBER ONE, CITY OF AUSTIN, TEXAS"; ESTABLISHING A BOARD OF DIRECTORS FOR THE REINVESTMENT ZONE; CREATING A TAX INCREMENT BASE; ESTABLISHING A TAX INCREMENT FUND; AND SETTING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Findings. The City Council finds that:

(A) The City has proposed creation of a Homestead Preservation Reinvestment Zone ("the Zone") under Chapter 373A of the Texas Local Government Code ("Homestead Preservation Districts and Reinvestment Zones") and Chapter 311 of the Texas Tax Code (the "Tax Increment Financing Act") for the approximately 2,867 acre area within the Homestead Preservation District, located within the area bounded on the west by I-35; on the south by Lady Bird Lake; on the east by Springdale Road to Lyons Road to Webberville Road to Oak Springs Drive to Airport Boulevard on the east; on the north by 38th 1/2 Street to Cherrywood Road and Manor Road, and depicted in the map in Exhibit A attached to and incorporated as part of this ordinance. As required by Chapter 373A, the boundaries of the proposed Zone are located within or coterminous with the boundaries of the Homestead Preservation District, created by City Ordinance No. 20070111-053.

(B) The City has prepared a preliminary Homestead Preservation Reinvestment Zone project and financing plan, attached to and incorporated as part of this Ordinance as Exhibit B (Preliminary Plan).

(C) As required by Section 311.003 (Procedure for Creating Reinvestment Zone) of the Tax Increment Financing Act, the governing body of each taxing unit that levies taxes on real property in the proposed Zone has been given a copy of the Preliminary Plan, and provided 60 days notice of the creation of the proposed reinvestment zone. Presentations were made to the Travis County Commissioners’ Court, the Austin Community College Board of Trustees and the Austin Independent School District Board of Trustees. The Travis County Healthcare District waived the presentation.
(D) The Preliminary Plan provides that some or all of the ad valorem taxes of the City that constitutes the City's tax increment from property within the proposed Reinvestment Zone will be deposited into the Tax Increment Fund created by this ordinance, and that an amount equal to the amount that the City contributes to the Tax Increment Fund will be deposited into the Fund by Travis County if agreed to by the County, constituting their respective tax increments from property within the proposed Zone, and which funds may be utilized for the purposes described in the Preliminary Plan.

(E) On December 18, 2008, at 6 o'clock p.m., at the Austin City Hall, Austin, Texas, the City held a public hearing to receive public comments on the creation of the proposed Zone and its benefits to the City and the property in the proposed Zone.

(F) In compliance with the Tax Increment Financing Act, notice of the public hearing on the proposed Zone was published at least seven days before the date of the public hearing in the Austin American-Statesman, a daily paper of general circulation in the City.

(G) At the hearing, the City Council heard comment from each interested person supporting or opposed to: the creation of the proposed Zone; the boundaries of the proposed Zone; the inclusion of all or part of the territory included in the proposed Zone, and the concept of tax increment financing.

(H) The owners of property located within the proposed Zone, other taxing units, and other interested persons were given a reasonable opportunity at the public hearing to protest the creation of the proposed Reinvestment Zone, including the inclusion of certain property in the proposed Reinvestment Zone.

(I) The Reinvestment Zone meets the criteria for the creation of a reinvestment zone as set forth in the Texas Local Government Code Chapter 373A because:

1. It is a contiguous geographic area located wholly within the Homestead Preservation District created by City Ordinance No. 20070111-053.

2. It meets the requirements of Texas Local Government Code Section 373A.1521(4) in that it is unproductive and blighted, because there are a substantial number of substandard, deteriorated or deteriorating structures and other improvements, including homesteads in need of rehabilitation; a predominance of defective sidewalks; defective or unusual conditions of title; and a substantial number of sites at which there has been illegal dumping or other activities which have resulted in environmentally deleterious conditions.
(3) The affordable housing and other improvements proposed to be implemented in the proposed Zone will significantly enhance the value of all taxable real property in the proposed Reinvestment Zone.

(J) The creation of the proposed Zone will benefit the City, its residents and property owners, including the property, residents, and property owners in the proposed Zone.

(K) The development or redevelopment of the property, especially affordable housing, in the proposed Zone will not occur solely through private investment in the reasonably foreseeable future.

(L) The creation of the proposed Reinvestment Zone and the expenditure of funds on deposit in the Tax Increment Fund is necessary or convenient to the creation of the Reinvestment Zone or to the implementation of the Preliminary Plan for the Reinvestment Zone, and constitutes a program to promote local economic development and to stimulate business and commercial activity in the City.

(M) The creation of the Reinvestment Zone becomes effective upon approval of an order by the Travis County Commissioners’ Court agreeing to creation, the amount of tax increment to be contributed, and other terms in accordance with Texas Local Government Code Section 373A.1522. Therefore, the Council wishes to adopt this ordinance and provide that the amount of increment and certain other terms shall be subject to agreement on such terms by the Commissioners’ Court.

PART 2. Creation. A Homestead Preservation Reinvestment Zone is created for the area described in Exhibit A and Exhibit B and this Zone is designated as "Homestead Preservation Reinvestment Zone Number One, City of Austin, Texas" (the “Zone”).

PART 3. Board of Directors. A Board of Directors for the Zone is established, consisting of up to 15 members (Board).

(A) The Board of the Zone shall be appointed as follows:

(1) The Travis County Commissioners’ Court may appoint 5 members to the Board, or a different number of members as agreed to by the City Council and Commissioners’ Court, provided however, that the Commissioners’ Court may not appoint more members to the Board than the City Council. The Austin Independent School District Board of Trustees may appoint one member to the Board of the Zone. The Travis County Healthcare District, and the Austin Community College Board of Trustees, have waived their right to appoint a member to the Board. For those board positions for which taxing units have waived the right to
appoint a member, the City Council may appoint a Board member to fill the board positions, unless filled by Travis County appointees.

(2) As provided in Subsection 311.009(a) of the Tax Increment Financing Act, the remaining members of the Board not appointed by another taxing unit, are appointed by the City Council.

(B) A Board member shall serve a two year term. The City Council shall designate a member of the Board to serve as its chair. The Board shall elect from its members a vice chair and other officers as it deems necessary.

(C) The Board shall make recommendations to the City Council and County Commissioners’ Court concerning the administration of the Zone. It shall prepare and adopt a final project plan and financing plan for the Zone and submit these plans to the City Council and Commissioners’ Court for approval. The extent of review and administration of the Zone by the Commissioners’ Court is subject to negotiation and agreement between the City and County. The Board shall possess all powers necessary to prepare, implement and monitor the project plan and zone financing plan for the Zone as the City Council considers advisable, including the submission of an annual report on the status of the Zone.

PART 4. Authority of the Board.

The City Council authorizes the Board of the Zone to exercise any of the City's powers with respect to the administration, management, or operation of the Zone or the implementation of the project plan for the Zone, except that the Board may not: issue tax increment bonds or notes; impose taxes or fees; exercise the power of eminent domain; or give final approval to the project plan.

PART 5. Tax Increment Base. The tax increment base for the Zone is the total appraised value determined by the Travis Central Appraisal District as of January 1, 2008, of all taxable real property located in the Zone as provided in Texas Tax Code Section 311.012(c), unless the Travis County does not approve creation of the Zone until 2009, in which case the tax increment base is the appraised value as of January 1, 2009.

PART 6. Tax Increment Fund.

(A) A Tax Increment Fund for the Zone is established. The Tax Increment Fund may be divided into accounts and subaccounts as authorized by the City Council. A tax increment derived from City ad valorem taxes in the amount of up to 40% of the City’s increment, as is agreed to by the Travis County Commissioners’ Court, must be deposited into the Tax Increment Fund by the City. Travis County shall deposit an amount equal to the amount of tax
increment deposited by the City, as established in an order approved by the Travis County Commissioners Court agreeing to creation of the Zone, its boundaries, termination date, and specifying an amount of tax increment. The Tax Increment Fund shall be used to pay approved project costs for the Zone. It is intended that the City and Travis County will contribute their agreed upon annual payments of tax increment derived from ad valorem taxes into the Tax Increment Fund for the term of the Zone.

(B) The City Council shall approve an expenditure from the Tax Increment Fund in excess of the City Manager’s administrative limit or a related contract before the expenditure is made or the contract is executed.

(C) The Tax Increment Fund including an account or subaccount shall be maintained at the City’s depository bank and secured as prescribed by state law.

PART 7. Severability. If any section, paragraph, clause, or provision of this ordinance is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

PART 8. Effective Date and Termination. In accordance with Texas Local Government Code Section 373A.1522, the Zone shall take effect on the date that the Travis County Commissioners’ Court adopts an order agreeing to creation of the Zone and other terms, and shall terminate on the following: (1) December 31, 2018, or December 31, 2019 if Travis County approves creation of the Zone in 2009, or (2) at an earlier time designated by the City Council by ordinance and the County Commissioners’ Court by order if the Council and the Commissioners’ Court determine that the Zone should be terminated due to insufficient private investment, accelerated private investment, or other good cause, or (3) when all project costs or indebtedness if any,
including interest, have been paid in full. If the Travis County Commissioners’ Court has not approved an order agreeing to creation by March 31, 2009, then this ordinance expires and is of no effect.

PASSED AND APPROVED

December 18, 2008

Will Wynn
Mayor

APPROVED:

David Allan Smith
City Attorney

ATTEST:

Shirley A. Gentry
City Clerk

Page 6 of 6
Homestead Preservation Reinvestment
Zone No. 1

ELIGIBILITY FOR DESIGNATION
The area is a spatially compact area composed of census tracts contiguous to a central business district and with:
1. fewer than 25,000 residents;
2. fewer than 6,000 households;
3. a number of owner-occupied households that does not exceed 50% of the total households in the area;
4. housing stock at least 55% of which was built at least 45 years ago;
5. an unemployment rate that is greater than 10%;
6. an overall poverty rate that is at least two times the poverty rate for the entire municipality; and
7. in each census tract within the area, a median family income that is less than 60% of the median family income for the entire municipality.
EXHIBIT B

City of Austin
Homestead Preservation Reinvestment Zone No. 1

Preliminary Project Plan
and
Reinvestment Zone Financing Plan

October 2008
Table of Contents

Executive Summary

Project Plan

Reinvestment Zone Financing Plan
Chapter 373A, Local Government Code was passed by the 79th Texas Legislature in 2005. The Chapter, titled “Homestead Preservation Districts and Reinvestment Zones”, provides tools for municipalities to create and preserve affordable housing within specific areas.

The stated purposes of Chapter 373A are: (1) promote the ability of municipalities to increase homeownership, provide affordable housing, and prevent the involuntary loss of homesteads by existing low-income and moderate-income homeowners living in disadvantaged neighborhoods; (2) protect a municipality’s interest in improving economic and social condition within disadvantaged communities by enhancing the viability of homeownership among low-income and moderate-income residents in areas experiencing economic pressures; and (3) provide municipalities with a means to expand and protect homestead interests of low-income and moderate income families.

The Homestead Preservation Reinvestment Zone must be located within the boundaries of the Homestead Preservation District. Areas eligible for designation as the District are described in Chapter 373A. On January 11, 2007, the City Council passed Ordinance 20070111-053, designating the District. The boundaries of the District are IH-35 on the west; Lady Bird Lake on the south; Springdale Road to Lyons Road to Webberville Road to Oak Springs Drive to Airport Boulevard on the east; and 38th Street to Cherrywood Road to Manor Road on the north. The proposed TIF includes all of the Homestead Preservation District area. A map of the proposed Homestead Preservation Reinvestment Zone is attached as Exhibit 1 to the Plan.

The Homestead Preservation District has experienced a great deal of redevelopment pressure, as buyers seek homes close to Downtown. Developers and speculators have moved to purchase properties in the District for development of new housing, leaving long-time residents increasingly unable to purchase and maintain homes in the neighborhoods they and their families have lived in for generations. While redevelopment activities have brought welcome additions to the range of services available for residents, efforts to maintain affordable housing have been hampered by rising real estate prices and limited funding.

Recent data indicates that 48% of households in the District earn less than $25,000 annually, and a disproportionately large number of households are headed by single-parents, and/or lack a high school diploma. In contrast, a review of homes for sale listed on the Austin Board of Realtors Multiple Listing Service indicates that there are no inhabitable homes available for purchase in the area for a household earning twice as much.

Programs operated by the City of Austin and nonprofit Community Housing Development Organizations have sought to increase the availability of affordable housing in the District. Future production of affordable housing in the District is hampered by increasing real estate values and decreasing federal support for affordable housing programs. Vacant lots suitable for single-family development are priced between $60,000 and $250,000 in the District.

The purpose of the Homestead Preservation Reinvestment Zone is to provide affordable housing opportunities within the Zone. Federal prohibition for projects exceeding the 221(d)3 project cost limitation, or for projects exceeding the 203(b) value, frequently make the use of existing programs impossible in this rapidly gentrifying area. But for the funds to be generated by the HPRZ, continued
development and preservation of affordable housing within the Zone would be severely limited. This plan does not identify or propose any particular purchases of real estate, construction or rehabilitation projects. It is intended that projects will be designed, proposed, planned and developed over time, based on the amount of funds available in the increment fund as the TIF continues in operation. All projects will be subject to City of Austin public notice, procurement and purchasing requirements in effect at the time of proposal.

To finance the creation and preservation of affordable housing within the Homestead Preservation District, the City of Austin proposes the formation of a Homestead Preservation Finance Reinvestment Zone, in accordance with Chapter 373A of Local Government Code. In a TIF, the City and County contribute a portion of the property tax on the increase in value (tax increment) to TIF purposes. Under this proposal the City of Austin will contribute up to 100% of its tax increment and Travis County will annually contribute to the increment fund a percentage of its tax increment that would equal the dollar amount contributed by the City to the increment fund. The project will be funded with the increment collected by the TIF, as funds are received. No debt secured by a tax increment pledge or the full faith and credit of the City or the County will be issued to meet project costs, although layering of funding from other sources may be used to accomplish project goals. The TIF would terminate no later than after 10 years.

**Project Plan**

This document is the Preliminary Project Plan for the Homestead Preservation Reinvestment Zone (HPRZ), City of Austin, Texas as required by Chapter 373A of the Local Government Code and Chapter 311 of the Texas Tax Code. The Zone is located in Central East Austin, entirely within the Homestead Preservation District. The purpose of the Zone is to finance the creation and preservation of affordable housing within the Zone.

The creation of the TIF will serve a public purpose through creation and preservation of affordable housing within the Zone, and will provide a continuing benefit to the community. This plan may be amended from time to time.

Expenditures for project and administrative costs will be funded by tax increment revenues derived from increases in property values within the Zone. Expenditures will be made in accordance with Chapter 373A, Local Government Code and Chapter 311, Tax Code. Chapter 373A provides that projects funded by the HPRZ benefit low and moderate income households at specific levels. The construction or rehabilitation of any improvements will comply with City planning, development and construction regulations. Project costs are as defined in Tax Code Section 311.002, and as further defined in Local Government Code Section 373A.157(e), and may include offsite improvements directly related to the construction or rehabilitation of affordable housing in the zone.

In accordance with the requirements of the HPRZ statute, funds will be expended as follows:

At least 25% of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 30% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, rehabilitation, renovation or reconstruction of homestead properties owned by households at 30% MFI or below within the Zone. The public benefit created through the preservation of affordable ownership housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.
At least 50% of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 50% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, construction, rehabilitation, renovation or reconstruction of homestead and rental housing for households at or below 50% MFI within the Zone. The public benefit created through creation or preservation of affordable housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

All of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 70% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, construction or rehabilitation of affordable housing for households at or below 70% MFI within the District. Funds may be provided as a direct subsidy to eligible households. The public benefit created through the creation of affordable housing will be preserved through shared-equity liens or within a land trust to meet the affordability period requirements in the statute.

Not more than 10% of the revenue from the tax increment fund expended annually will be used for the administration by land banks and Community Housing Development Organizations of housing-related activities in the Zone. Funds will be made available on a competitive basis to CHDOs certified by the City of Austin that have developed or rehabbed at least three single-family homes or duplexes or one multifamily residential dwelling of four or more units in compliance with all applicable building code within the preceding 10-year period within the Zone.

Not more than 10% of the revenue expended annually from the tax increment fund for administration of the zone.

Funds returned to the HPRZ as loan repayment, recapture or program income will be invested in projects in the Zone. Funds received will be used to create and preserve affordable housing in accordance with the Project Plan.

Revenue from the HPRZ will be dedicated as provided in the project plan for use by a political subdivision, a Community Housing Development Organization certified by the City of Austin, or a Homestead Land Trust created or designated by the City of Austin. Funds may be made available on a competitive basis through a Request for Proposal process.

The area Median Family Income (MFI) level by household size will be the basis for home owner or tenant participation. The Median Family Income is published by the United States Department of Housing and Urban Development on an annual basis. Household eligibility will be determined according to 24 CFR Part 5, using the guidelines found in the “Technical Guide for Determining Income and Allowances for the HOME Program”, HUD Publication 1780-CPD.
1. **Maps showing existing uses and conditions of real property and proposed improvements and uses of that property within the Zone**

The Homestead Preservation District is impacted by seven separate Neighborhood Plans. The plans are the result of community efforts to articulate preferences for future land development. The plans all include a Future Land Use Map, which indicates preferred types of development and density for the Neighborhood. The Future Land Use Maps included as part of the project plan are for the following Neighborhoods:

- Central East Austin Neighborhood
- Chestnut Neighborhood
- East Cesar Chavez Neighborhood
- Govalle/Johnston Terrace Neighborhood
- Holly Neighborhood
- Rosewood Neighborhood
- Upper Boggy Creek Neighborhood

While some of the FLUM boundaries extend beyond the Homestead Preservation District, they provide a clear illustration of community preferences for future development, and are included here as Exhibit 2.

2. **Proposed Changes of Zoning Ordinances, the Master Plan of the Municipality, Building Codes, and Other Municipal Ordinances**

All project construction is anticipated to adhere to all City Code and other municipal requirements in effect at the time permits are issued. Currently, there are no proposed changes to City ordinances, master plans or building codes. Should changes to zoning ordinances be required to complete individual projects, all applicable processes will be followed.

3. **List of Estimated Non-project Costs**

Non-project costs are those development items that will be funded by others and are necessary for the implementation of the project. No tax increment reimbursement is provided for non-project costs. No non-project improvements or costs are proposed.

4. **Statement of Method of Relocating Persons to be Displaced as a Result of Implementing the Project**

When necessary and applicable under the Finance Plan and Project Plan for the Homestead Preservation Reinvestment Zone, recipients of financing will be directed to replace all occupied and vacant occupyable affordable housing demolished or subject to conversion as the result of a project financed through or by the HPRZ.

Consistent with the purpose of the Homestead Preservation Districts and Reinvestment Zones statute, recipients, to the greatest extent feasible, will take steps to minimize the direct and indirect displacement of persons from their homes. These steps may include, but are not be limited to, the following:

1. Coordinate code enforcement with rehabilitation and housing assistance programs;
2. Stage rehabilitation of apartment units to allow tenants to remain in the building/complex during and after the rehabilitation, working with empty units first;
3. Arrange for facilities to house persons who must be relocated temporarily during rehabilitation;
4. Adopt policies which provide reasonable protections for tenants faced with conversion to a condominium or cooperative, as a result of a project assisted with HPRZ funds;
5. Provide counseling services to assist homeowners and tenants to access information on assistance available to help them remain in their neighborhood in the face of revitalization pressures.

All permanent replacement housing will be provided within three years after commencement of the demolition or conversion. Before entering into a contract committing the HPRZ to provide funds for a project that will directly result in demolition or conversion, the HPRZ will direct that Notice be made public by placing publication in a newspaper of general circulation, or post the information at the City of Austin’s neighborhood centers, City Clerk’s office, the City of Austin Neighborhood Housing and Community Development (NHCD) website, and other selected local public places in the area of the proposed project. Such Notice to include:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of affordable housing that will be demolished or converted as a result of the assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of bedrooms and location on a map of the replacement housing that has been or will be provided;
5. The source of all funding and a time schedule for the provision of the replacement housing;
6. The basis for concluding that the replacement housing will remain affordable for the required period;
7. Information demonstrating that any proposed replacement of housing units with smaller dwelling units (e.g., a 2-bedroom unit with two one-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the approved Project Plan for the HPRZ.

To the extent that the specific location of the replacement housing and other data in items 4 through 7 are not available at the time of the general submission, the recipient of HPRZ funds will identify the general location of such housing on a map and complete the disclosure and submission requirements as soon as the specific data are available.

The Board of the HPRZ or its designated agent is responsible for ensuring the tracking of replacement housing and ensuring that it is provided within the required period.

The recipient of HPRZ funds is responsible for the provision of relocation payments and other relocation assistance to any lower income household displaced by the demolition or conversion of any housing. The provision of relocation payment(s) and other relocation assistance will, at a minimum, meet all the requirements of the Uniform Relocation Assistance and Real Property Acquisition regulations found at 49 CFR Part 24, and the requirements of the Department of Housing and Urban Development Handbook 1378, Tenant Assistance and Real Property Acquisition, as amended, regardless of any other fund source(s) for the project.
Reinvestment Zone Financing Plan

In the proposed TIF, if created, the City and County contribute equal amounts of the property tax on the increase in value of real property in the zone (tax increment) as generated. The plan proposes that the City of Austin could annually contribute up to 100% of the amount of property taxes levied by the City on the captured appraised value of real property taxable by the City and located in the Zone. Council may approve a plan that provides for a lower increment than 100% if agreed to by the City or the County during discussions, but prior to establishment of the TIF. In accordance with the statute, Travis County would contribute a dollar amount equal to the amount of the City’s contribution each year during the life of the TIF. County approval of the creation, boundaries, duration, and amount of tax increment is necessary for the TIF to become effective, and therefore, the City will consult with Travis County representatives to reach agreement on the amount of tax increment to be contributed by the City and County, as well as other terms. Tax increment revenues may be expended only for purposes described in the project and financing plans for the TIF. The project will be funded as the increment is collected, and no debt will be issued to finance the project. The proposed TIF would terminate no later than after 10 years.

I. List of the Estimated Project Costs of the Zone, Including Administrative and Recurring Expenses

The zone will not incur bond financing costs. All project costs associated with the project plan outlined above will be funded on a pay-as-you-go basis, using TIF revenue that has been collected and deposited into the Homestead Preservation TIF fund.

At least 25% of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 30% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, rehabilitation, renovation or reconstruction of homestead properties owned by households at 30% MFI or below within the Zone. The public benefit created through the preservation of affordable ownership housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

At least 50% of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 50% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, construction, rehabilitation, renovation or reconstruction of homestead and rental housing for households at or below 50% MFI within the Zone. The public benefit created through creation or preservation of affordable housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

All of the revenue from the tax increment fund expended annually will be used to directly benefit households at or below 70% of the area Median Family Income. Funds will be used for direct project costs associated with the purchase of real property, construction or rehabilitation of affordable housing for households at or below 70% MFI within the District. Funds may be provided as a direct subsidy to eligible households. The public benefit created through the creation of affordable housing will be preserved through shared-equity liens or within a land trust to meet the affordability period requirements in the statute.
Not more than 10% of the revenue from the tax increment fund expended annually will be used for the administration by land banks and Community Housing Development Organizations of housing-related activities in the Zone. Funds will be made available on a competitive basis to CHDOs certified by the City of Austin that have developed or rehabbed at least three single-family homes or duplexes or one multifamily residential dwelling of four or more units in compliance with all applicable building code within the preceding 10-year period within the Zone.

Not more than 10% of the revenue expended annually from the tax increment fund for administration of the zone.

II. Statement Listing the Kind, Number and Location of All Proposed Public Works or Public Improvements in the Zone

The proposed project includes the purchase of real property, rehabilitation, renovation or reconstruction of homestead properties owned by households as outlined in I above. The public benefit created through creation or preservation of affordable housing will be secured with shared-equity liens, or within a land trust to meet the affordability period requirements in the statute.

III. Economic Feasibility Studies

An economic feasibility study was completed by Capital Market Research. See Exhibit 3. Because the Homestead Preservation District is a large and diverse area, Capital Market Research applied a broad approach to the forecast of future real estate values, taking into account growth trends, as well as the status of current and planned development in the district. A block-by-block market analysis, which was completed for the Waller Creek tunnel project, is not a practical approach for the analysis of a Homestead Preservation TIF due to the size and diversity of the district. Four possible growth scenarios for the tax base in the Zone were developed, with the city-wide average growth scenario used to project future tax revenue. Staff has verified taxable values included in the report, working with the Travis County Appraisal District. Additional analyses of potential TIF revenue and the estimated impact on the City’s General Fund will be completed by staff, and attached to the final plan.

IV. The Estimated Amount of Bonded Indebtedness to be Incurred

No bonded indebtedness will be incurred.

V. The Time When Monetary Obligations are to be Incurred

The Homestead Preservation TIF will not issue debt. Monetary obligations will be incurred for eligible projects as funds become available, estimated to 2010.

VI. Description of the Method of Financing All Estimated Project Costs and the Expected Sources of Revenue to Finance or Pay Project Costs Including the Percentage of Tax Increment to be Derived from the Property Taxes of Each Taxing Unit that Levies Taxes on Real Property in the Zone

Description of the Methods of Financing
The zone will not incur bond financing costs. All project costs associated with the project plan outlined above will be funded on a pay-as-you-go basis, using TIF revenue that has been collected and deposited into the Homestead Preservation TIF fund.

Sources of Tax Increment Revenue

The tax increment revenue necessary to pay the project costs is expected to come from increased property values in the zone due to growth in values and development that would normally occur over the course of time. Estimated tax base and tax revenues are shown in the table below.

### 10-Year Revenue Projections

<table>
<thead>
<tr>
<th>$ in millions</th>
<th>Yr 1</th>
<th>Yr 5</th>
<th>Yr 10</th>
<th>Annual Average</th>
<th>10-Year Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>HP District</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Captured tax base</td>
<td>$60.6M</td>
<td>$337.3M</td>
<td>$775.8M</td>
<td>$350.8M</td>
<td>$775.8M</td>
</tr>
<tr>
<td>TIF tax revenue</td>
<td>$0.2M</td>
<td>$1.2M</td>
<td>$2.4M</td>
<td>$1.3M</td>
<td>$13.2M</td>
</tr>
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</table>

The table above is based on the City of Austin contributing up to 100% of their collected incremental tax revenue to the zone at an estimated effective tax rate. If Travis County subsequently agrees to contribute a dollar amount equal to the amount of the City’s contribution each year during the life of the TIF, an additional $13.2 million could be generated over a ten-year TIF life. Council may approve a plan that provides for a lower increment than 100% if agreed to by the City and the County during discussions after approval of this preliminary plan, but prior to establishment of the TIF. County approval of the creation, boundaries, duration, and amount of tax increment is necessary for the TIF to become effective, and therefore, after approval of this preliminary plan, the City will consult with Travis County representatives to reach agreement on the amount of tax increment to be contributed by the City and County, as well as other terms.

Tax rates that are currently in effect are shown below.

<table>
<thead>
<tr>
<th>Taxing Unit</th>
<th>Total Tax Rate</th>
<th>Tax Rate Dedicated</th>
<th>% Dedicated</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Austin</td>
<td>$0.4034/$100</td>
<td>$0.4012/$100</td>
<td>up to 100%</td>
</tr>
<tr>
<td>Travis County</td>
<td>$0.4122/$100</td>
<td>$0.4122/$100</td>
<td>up to 100%</td>
</tr>
</tbody>
</table>

### VII. The Current Total Appraised Value of Taxable Real Property in the Zone

The area includes 6,815 parcels and includes two proposed Transit Oriented Development (TOD) Districts at Plaza Saltillo and Martin Luther King (MLK).

<table>
<thead>
<tr>
<th>Number of Parcels</th>
<th>2008 Taxable Value – City</th>
<th>2008 Taxable Value – County</th>
</tr>
</thead>
<tbody>
<tr>
<td>HP District</td>
<td>6,815</td>
<td>$1,124,971,617</td>
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</table>
VIII. The Estimated Captured Value of the Zone During Each Year of its Existence

The preliminary revenue projections in the table in Section VII above assume that city-wide taxable values will grow, on the average, by 5.4% per year and that new construction will grow by 1.4%.

If the most recent 10-year trends were used to project growth in taxable values in the Homestead Preservation District, growth in overall assessed value might range from 4% to 12% annually, depending on the forecasting methodology. Growth in the District’s tax base has averaged 12.9% annually over the last ten years, compared with 7.1% for the City overall. The revenue projections above were developed assuming that overall growth in the District would approximate overall City growth of 5.4% annually as a conservative approach since double-digit growth is not likely to consistently occur over a long-range forecast period.

Staff was able to obtain new construction data since 2005 for the District from the Travis Central Appraisal District. If these trends were used to project growth in new construction, projections might average as much as 10% annually, depending on the forecasting methodology. These more recent trends reflect the steep growth in development experienced in the last few years, and are likely not to be sustainable over a long-range forecast period. As a more conservative approach, the projections above reflect average annual growth in new construction of 2.5% consistent with the average annual compounded growth in new construction experienced across the city during the last ten years.

Cumulative Captured Value in the Zone
Dollars in millions

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<th>Value</th>
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<tr>
<td>2010</td>
<td>$124,425,463</td>
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<td>2012</td>
<td>$262,612,781</td>
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<td>$337,336,426</td>
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<td>2014</td>
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<td>$499,072,379</td>
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<tr>
<td>2016</td>
<td>$586,529,752</td>
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<tr>
<td>2017</td>
<td>$678,696,845</td>
</tr>
<tr>
<td>2018</td>
<td>$775,827,284</td>
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</table>

IX. Duration of the Zone

The duration of the Reinvestment Zone is up to 10 years. If established by the end of calendar year 2008, the first date for which the TIF captured appraised value will be recorded will be January 1, 2009. Fiscal year 2010 will be the first year in which both the City and Travis County would pay their associated tax increment into the TIF fund that will be established pursuant to an agreement to be executed between the City and County. In the event that the local economy declines and General Fund property tax revenue is negatively affected or for other good reason, the parties may agree to terminate the TIF agreement prior to the termination date only by written agreement signed by both parties, which agreement shall include the actual termination date, and the disposition of funds that have not been disbursed.
Homestead Preservation Reinvestment Zone No. 1
Preliminary Project Plan and Reinvestment Zone Financing Plan

EXHIBIT 1

Zone Map

The boundaries of the District are IH-35 on the west; Lady Bird Lake on the south; Springdale Road to Lyons Road to Webberville Road to Oak Springs Drive to Airport Boulevard on the east; and 38th ½ Street to Cherry wood Road to Manor Road on the north. A map of the proposed Homestead Preservation Reinvestment Zone is attached.
Homestead Preservation Reinvestment
Zone No. 1

ELIGIBILITY FOR DESIGNATION
The area is a spatially compact area composed of census tracts contiguous to a central business district and with:
1. fewer than 25,000 residents;
2. fewer than 8,000 households;
3. a number of owner-occupied households that does not exceed 50% of the total households in the area;
4. housing stock at least 55% of which was built at least 45 years ago;
5. an unemployment rate that is greater than 10%;
6. an overall poverty rate that is at least two times the poverty rate for the entire municipality; and
7. in each census tract within the area, a median family income that is less than 60% of the median family income for the entire municipality.
Homestead Preservation Reinvestment Zone No. 1

Preliminary Project Plan and Reinvestment Zone Financing Plan

EXHIBIT 2

Future Land Use Maps

The Future Land Use Maps included as part of the project plan are for the following Neighborhoods:
- Central East Austin Neighborhood
- Chestnut Neighborhood
- East Cesar Chavez Neighborhood
- Govalle/Johnston Terrace Neighborhood
- Holly Neighborhood
- Rosewood Neighborhood
- Upper Boggy Creek Neighborhood
A conditional overlay will be applied to Manor Rd, East 12th Street, Rosewood Ave., and Martin Luther King Blvd. to limit certain commercial uses.

Garage apartments (secondary units) will be permitted as an accessory use on residentially zoned lots. In addition, single-family uses will be permitted on existing lots of 2,500 square feet or greater (small lot amnesty).

Rosewood Neighborhood Planning Area
Future Land Use Map
City of Austin
Neighborhood Planning and Zoning Department
Adopted 11/23/01; Amended 11/2/06, 7/28/2007

Legend
- 100 Single-Family
- 111 High-Density Single-Family
- 200 Multifamily
- 300 Commercial
- 330 Mixed Use
- 600 Civic
- 700 Open Space

* Allow Neighborhood Urban Center Site Development Standards

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.
A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.
Chestnut Neighborhood Planning Area
Adopted Future Land Use

Future Land Use

- 10 Agriculture
- 200 Multi-family
- 300 Commercial
- 330 Mixed Use
- 331 High Density Mixed Use
- 350 Warehouse/Limited Office
- 400 Office
- 430 Mixed Use/Office
- 490 Major Planned Development
- 500 Industry
- 503 Major Impact Facility
- 550 Civic
- 600 Civic
- 660 Open Space
- 700 Water
- 750 Environmental Conservation
- 760 Transportation
- 870 Utilities
- 940 Water

This map has been produced by the City of Austin for the sole purpose of aiding regional planning and is not warrantied for any other use. No warranty is made regarding its accuracy or completeness.
Upper Boggy Creek Neighborhood Planning Area: Future Land Use Map

This map is for informational purposes only. No guarantee can be made as to its accuracy.
Govalle/Johnston Terrace
Combined Neighborhood Plan
Adopted Future Land Use Map
Amended 5/7/2008, 10/22/2007

Future Land Use Categories
- Brige-Family
- Mobile Homes
- Multifamily
- Commercial
- Mixed Use
- Warehouse/Limited Office
- Office
- Industry
- Recreation & Open Space
- Water
- Mixed Use Building
- Neighborhood Urban Center

Legend
Notes proposed sites for a Neighborhood Urban Center Special Use, boundaries:
1. Webberville, 7th and Northwestern
2. IH-35, 12th, Branch and 11th

A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

Central East Austin Neighborhood Planning Area: Future Land Use Map
Adopted 12/13/2001
Amended 6/23/05, 11/30/06, 5/3/07, 5/25/07
Neighborhood Planning and Zoning Department
Homestead Preservation Reinvestment Zone No. 1

Preliminary Project Plan and Reinvestment Zone Financing Plan

EXHIBIT 3

Economic Feasibility Study
October 10, 2008

Margaret R. Shaw
Director
City of Austin, Neighborhood Housing
and Community Development
1000 East 11th Street, Suite 400
Austin, TX 78702
reg. Homestead Preservation District TIF

Dear Ms. Shaw,

As you requested, we have prepared an assessment of the Homestead Preservation District proposed for a portion of central east Austin. Our assessment includes a determination of historical and current real property values within the District and a forecast of taxable value to help estimate the potential revenue that could be generated from a tax increment district.

**Overview**

Between 1997 and 2007, the number of residential units receiving building permits within the boundaries of the Homestead Preservation District (HPD) increased from 35 units to 154 units per year. Permitted residential units during this time span decreased citywide by 5%, yet the number of permitted units in the HPD increased fourfold. Permitted units in the HPD, as a share of citywide residential units, increased from 0.5% in 1997 to 2.4% of total permits citywide by 2007.

An increasing number of mixed-use and loft-style buildings are being developed within the HPD, such as Saltillo Lofts, TwentyOne24, and Waterstreet Lofts. A recent Diana McIver & Associates report identified more than 16 residential or mixed-use developments with more than 650 units currently planned near the Saltillo TOD, one of two TOD’s located within the HPD.

As the pace of development has increased in the HPD, property values of new and existing units have increased significantly. In 1999-2000 in the HPD area, the median price for residential listings on the Austin Board of Realtors Multiple Listing Service was $90,000, with the median price per square foot at $66.00. By 2005-2006, the median price on MLS had increased to $135,000, with the price per square foot at $109.00. This 50% increase in market value contrasts to a 30% increase city wide over the same period.

These trends point to a significant demographic shift in the Homestead Preservation District. The area is experiencing a rising level of development activity, including not only single-family homes but also mixed-use, loft-style developments. This new development
has contributed to increasing property values, but this trend has also had a negative financial impact on renters and homeowners seeking to remain in the area.

**Methodology**

The approach that we took and the results of our analysis are shown below.

1. First we obtained from the Neighborhood Housing and Community Development Office a file that contains the property tax ID numbers and values for all 6,815 parcels in the proposed Homestead Preservation District. The appraisal district data included the property ID number, situs address, year of completion and total value by year, from 2000 through 2008. (Table 1)

2. Because there are two TOD areas within the proposed HPD TIF (Saltillo Plaza and MLK) which may also use TIF financing as a tool to foster development, we have also provided a forecast that removes the 464 TOD parcels from the HPD inventory with the result being a slightly smaller area with less value. (Table 2)

3. With this data, we then explored several options for estimating future values within the district and determined that the two most acceptable approaches were an extrapolation of historical trends using two different forecasting methods. The two approaches selected were

   a) a district value forecast that is based on the average annual percentage increase in total district value from 2000 through 2008 (high scenario)

   b) a district value forecast which uses a linear extrapolation of the total property values in the area from 2000 through 2008 (low scenario)

4. The results of these forecast options are presented in table (3) with TOD parcels and (3)a, (without TOD parcels)

   a) the forecast based on district value increases from 2000 to 2008 results in a 2028 total district value of $12.7 billion with the TOD parcels and $12.5 billion without.

   b) and the forecast which is based on a linear extrapolation of the property values results in a $2.7 billion district value with the TOD parcels and $2.5 billion value without.

   c) After examining the two options, CMR also prepared a forecast that is the average of the two scenarios, and which falls into the middle of the range of values at $7.7 billion in 2028 with the TOD parcels and $7.4 billion without. And, as a more conservative approach, the City may wish to assume that growth will more closely approximate the city-wide average over the long-term future.
5. A Tax Increment revenue analysis was prepared using the most conservative forecast to determine what revenues would be available to support the planned affordable housing program initiatives within the district and these results are shown in Table(4) and (4)a.

We hope this preliminary analysis is useful to you as you consider the option of creating a Homestead Preservation District in Austin.

Respectfully yours,

CAPITOL MARKET RESEARCH, INC.

Charles H. Heimsath, AICP

October 10, 2008
Date
Table 1
Homestead Preservation District Tax Valuation Summary

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<thead>
<tr>
<th>Year</th>
<th>Tax Records</th>
<th>City of Austin Total Taxable Value</th>
<th>Travis County Total Taxable Value</th>
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Taxable Value

- City of Austin Total Taxable Value
- Value in Millions
- Year: 2000 to 2008
Table (2)
HPD Tax Valuation Summary (without TOD parcels)

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<th>Year</th>
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Taxable Value

![Chart showing taxable value from 2000 to 2008](TaxValuationSummary.xls)
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<th>District City Taxable Value</th>
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**Historical and Forecasted Value Options**

---

**Historical Aggregate**

**Linear extrapolation of total values**

**Forecast using District % increase**

**High/Low Average**

**City Average**
Table (4)
Homestead Preservation District: Austin, Texas
Cumulative City of Austin Property Tax Collections

<table>
<thead>
<tr>
<th>Year</th>
<th>2008 HPD District Value</th>
<th>Homestead Preservation District Forecasted Values</th>
<th>Increment from Base Year</th>
<th>Revenues from Incremental Value</th>
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</thead>
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Total: $48,142,297

HPD value estimates based on forecasts prepared by Capitol Market Research, October 8, 2008.
Assumes the City of Austin Property Tax Rate is the effective tax rate in each year.

prepared by CMR, October 8, 2008
Table (4)a

Homestead Preservation District (without TOD Parcels): Austin, Texas
Cumulative City of Austin Property Tax Collections

<table>
<thead>
<tr>
<th>Year</th>
<th>2008 HPD District Value</th>
<th>Homestead Preservation District Forecasted Values</th>
<th>Increment from Base Year</th>
<th>Revenues from Incremental Value</th>
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Total: $43,161,641

HPD value estimates based on forecasts prepared by Capitol Market Research, October 8, 2008
Assumes the City of Austin Property Tax Rate is the effective tax rate in each year
Base year TOD values of $115,631,984 removed from District total value of $1,124,971,617

prepared by CMR, October 6, 2008
RESOLUTION NO. 20081016-013

WHEREAS, the City Council wishes to promote and expand the opportunities for the creation and preservation of affordable housing in certain disadvantaged neighborhoods of the City which are included in the Homestead Preservation District area ("District") established by Council on January 11, 2007; and

WHEREAS, Texas Local Government Code Chapter 373A authorizes the creation of a form of tax increment financing reinvestment zone within the District, referred to as a Homestead Preservation Reinvestment Zone ("TIF Zone"); and

WHEREAS, revenue derived from City of Austin and Travis County tax increments in such a TIF Zone would be dedicated to the development, construction, and preservation of affordable housing and other eligible uses including construction of necessary infrastructure directly related to supporting the construction or rehabilitation of affordable housing in this zone, all of which are public purposes of the City; and

WHEREAS, the City has prepared the attached Homestead Preservation Reinvestment Zone preliminary project and financing plan, which is a necessary component of TIF Zone creation; and

WHEREAS, approval of the creation and terms of the proposed TIF Zone by Travis County is necessary for the TIF Zone to become effective, and the City Council wishes to work with the County in creating this valuable tool for affordable housing in East Austin; NOW THEREFORE,
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

(1) Council adopts the City's preliminary reinvestment zone project and financing plan, attached as Exhibit A, for the proposed Homestead Preservation Reinvestment Zone;

(2) Council authorizes the City Manager to distribute the preliminary project and financing plan and the City's notice of intent to designate the Homestead Preservation Reinvestment Zone to all other taxing jurisdictions, and to hold a public hearing on the creation of the Zone;

(3) Council directs the City Manager to meet and confer with Travis County representatives to reach agreement on the terms of the TIF Zone, including the amount of tax increments to be contributed, in order to allow approval of TIF Zone creation by both City and County by the end of 2008; and

(4) Council authorizes the City Manager to take other steps as necessary to create the Homestead Preservation Reinvestment Zone.

ADOPTED: October 16, 2008

ATTEST: Shirley A. Gentry
City Clerk
ORDINANCE NO. 20070111-053

AN ORDINANCE CREATING A HOMESTEAD PRESERVATION DISTRICT.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Findings:

(A) The City wishes to promote and expand the ownership of affordable housing and to prevent the involuntary loss of homesteads by existing low-income homeowners in the City.

(B) The City is authorized to adopt a homestead preservation district under Chapter 373A, Local Government Code, enacted in 2005 by H.B. 525.

(C) Based on the interpretation of Chapter 373A in Attorney General Opinion No. GA-0474, certain legislative revisions are necessary to allow the City to achieve its affordable housing goals using a homestead preservation district and homestead preservation zone.

PART 2. Subject to the condition described in Part 3, the City Council creates a Homestead Preservation District consisting of Census Tracts 4.02, 8.02, 8.03, 8.04, 9.01, 9.02 and 10.00, as depicted on the map attached as Exhibit A. The district has the powers of a homestead preservation district under Chapter 373A, Local Government Code.

PART 3. If the 80th Texas Legislature adopts legislation substantially similar to H.B. 470, attached as Exhibit B, this ordinance takes effect on the effective date of the legislation.

PASSED AND APPROVED

January 11, 2007

Will Wynn
Mayor

David Allan Smith
City Attorney

Shirley A. Gentry
City Clerk

Page 1 of 1
Provisional Homestead Preservation District

Seven Tracts: 4.02, 8.02, 8.03, 8.04, 9.01, 9.02, 10.00

- Census 2000 Tracts
- Potential District Tracts
- Central Business District
Homestead Preservation Reinvestment Zone (HPRZ) #1

City of Austin
Housing and Planning Committee
January 23, 2018
Background

• HPRZ is a modified tax increment reinvestment zone permitted by Local Government Code Chapter 373A whose funds are dedicated solely for affordable housing.

• An HPRZ’s boundaries must be contained within a previously established Homestead Preservation District (HPD).

• HPD A was established by the Austin City Council in January 2007.

• HPRZ #1 was established by Austin City Council in December 2015.
Homestead Preservation Reinvestment Zone (HPRZ) #1

- Austin City Council established the increment at 10% for the zone.
- Chapter 373A establishes criteria for expenditure of funds to benefit individuals or families, which include:
  - 100% funds at or below 70% MFI
  - At least 50% of funds at or below 50% MFI
  - At least 25% of funds at or below 30% MFI
Homestead Preservation Reinvestment Zone (HPRZ) #1

• The preliminary financing plan adopted with HPRZ #1 established that funds collected would be spent through the City’s housing programs.
  • Rental Housing Developer Assistance (RHDA) Program
  • Acquisition & Development (A&D) Program
  • Home Repair Loan Program (HRLP)

• $253,488 was generated and deposited in the fund for FY17.
• $464,783 is estimated to be generated for FY18, and deposited in the fund later this year.
Next Steps

• The Austin City Council (and Travis County) must appoint a Board of Directors for the zone.

• The Board of Directors and Austin City Council must approve Project and Financing plans for the zone that identify how the funds are to be spent.
Questions?

For more information contact:

Travis Perlman  
Senior Planner  
Neighborhood Housing and Community Development Department  
travis.perlman@austintexas.gov  
512-974-3156

Regina Copic  
Real Estate and Development Manager  
Neighborhood Housing and Community Development Department  
regina.copic@austintexas.gov  
512-974-3180
Hi Nicole,

No update per se. The fund currently has a balance of $740,204. It is anticipated another ~$676,878 will be deposited in the fund in the third or fourth quarter of this fiscal year.

Regards,
Travis

Travis D. Perlman | Senior Planner
Neighborhood Housing and Community Development
travis.perlman@austintexas.gov | (512) 974-3156

Hi Travis / Regina –

I found your contact info tied to the attached HPRZ update and was wondering if there has been a 2019 update yet for HPRZ #1? If so, could you please send. And if not, I am mainly interested in the amount generated and deposited in the fund for FY18 and the estimate for FY19 if you have that info on hand.

All of this will be used as part of the 9% tax credit application for our site over in the Saltillo redevelopment.

Thanks for your help,
February 26, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
P.O. Box 13941
Austin, TX  78711-3941

Re:  Talavera Lofts (TDHCA #19239), Austin, Texas

Dear Ms. Holloway:

This letter provides further documentation required by the TDHCA rules governing Concerted Revitalization Plans regarding two plans containing the subject site:

1. **Regulating Plan for the Plaza Saltillo TOD Station Area Plan** adopted December 11, 2008, revised via Ordinance No 20130425-106 dated May 25, 2013, and
2. **City of Austin Homestead Preservation Reinvestment Zone No. 1 Preliminary Project Plan and Reinvestment Zone Financing Plan (HPRZ)** approved by Ordinance No. 20081218-114 dated December 18, 2008.

The City of Austin approved these plans which both target central east Austin as a revitalization area. The Regulating Plan is very specific to the Plaza Saltillo Transit Oriented District and serves as a road map for the type of form-based development that is required in that area. The HPRZ is a plan for a tax increment financing mechanism aimed at improving economic and social conditions within disadvantaged communities by enhancing the viability of affordable housing among low-income and moderate-income residents in areas experiencing economic pressures, i.e. gentrification. Public hearings were an important part of this designation process, and affected residents had many opportunities to express their views on problems facing the area that was designated by City Council a Homestead Preservation Reinvestment Zone. While the Regulating Plan and HPRZ have two very different goals, the unifying factor is that they both target central east Austin as an area worthy of significant private and public investment.

The Plaza Saltillo planning area is a subset of the Homestead Preservation Reinvestment Zone 1, which contains the close-in central east Austin neighborhoods north of Lady Bird Lake and south of Cherrywood. This area is separated from downtown (in the southern part) and from the Capital Complex (in the northern part) only by several hundred feet and Interstate 35. This area has historically been a high poverty area, with a large percentage of households earning less than $25,000 annually, and a disproportionately large number of households headed by single-parents, and/or by parents who lack a high school diploma. In contrast, a review of homes for sale listed on the Austin Board of Realtors’ Multiple Listing Service indicates that there are no inhabitable homes available for purchase in the area for a household earning twice as much. Gentrification pressure is high and this had been a driving force behind the City of Austin’s adoption of the HPRZ.
The census tract that contains the Talavera Lofts site is considered a census tract that has gentrified, according to the website entitled “Governing” (http://www.governing.com/gov-data/austin-gentrification-maps-demographic-data.html). This data source determines whether a census tract has gentrified by tracking the change from 2000-2010 in certain data points. Specifically, “these lower-income census tracts experienced significant growth in both home values and educational attainment. To be eligible to gentrify, a tract's median household income and median home value needed to fall within the bottom 40th percentile of all tracts within a metro area at the beginning of the decade. Tracts considered to have gentrified recorded increases in the top third percentile for both inflation-adjusted median home values and percentage of adults with bachelors’ degrees.”

For this particular census tract, the changes clearly indicate an upward trend in these areas. The median home value increased to $183,100 in 2010 which is a 131% increase over a ten-year period. The percentage of adults with bachelor's degrees increased from only 6.5% in 2000 to 26.5% in 2010. This census tract is clearly within the parameters of an area that has undergone gentrification based on this data.

Since the adoption of the HPRZ in 2008, there have been many measurable improvements within the plan area related to the production and preservation of affordable housing:

1. Capital Metro (Regional Transportation Authority) selected Austin-based firm Endeavor Real Estate to redevelop an entire 11-acre tract that includes part of the rapid transit line – all 11-acres are within the HPRZ planning area. Endeavor has already begun construction of its 800 market rate apartments and, in anticipation of this large catalyst project, other developers have flocked to this area building hundreds of new Class-A, high density, vertical mixed-use, market-rate housing.

2. The M Station apartments were awarded tax credits in 2009 and completed construction in 2011. This community provides 135 units of transit-oriented affordable housing at 2906 E. MLK Jr. Blvd. Ten percent of total units are set aside for families earning 30% or less of area median income, 50% of total units for families earning 50% or less of area median income, and 30% of total units for families earning 60% or less of area median income.

3. The Elm Ridge apartments were awarded tax credits in 2010 and rehabilitated to provide 130 units of affordable housing at 1161 Harvey Street, and 100% of total units are for families earning 60% or less of area median income.

4. Housing First Oak Springs is a 50 unit supportive housing community located at 3000 Oak Springs. Awarded tax credits in 2016 and set to open in May of 2019, this development will provide access to onsite mental health counseling and treatment for drug and alcohol abuse. When complete, 20% of total units are set aside for families earning 30% or less of area median income, 40% of total units for families earning 50% or less of area median income, and 40% of total units for families earning 60% or less of area median income.

5. The Pathways at Chalmers Courts is a three phase redevelopment of the Housing Authority of the City of Austin’s existing Chalmers Courts public housing development located at 1801 E Chalmers Avenue. Once complete, the three phases will not only replace the existing 158 units of public housing, but will also add approximately 240 units of new affordable housing in the HPRZ.
Based on the foregoing, it is evident that targeted efforts of the City of Austin have resulted in measurable improvement in the east Austin planning area, and specifically within the Plaza Saltillo planning area. It is imperative that this new development does not result in the displacement of low to moderate income residents through the process of gentrification which highlights the importance of the continued development of affordable housing and commitment to the HPRZ Project Plan and Financing Plan. Through a tax increment financing mechanism, taxes from all the new market-rate development will generate funding that the City can reinvest into enhancing homeownership and affordable rental opportunity for existing low to moderate residents in this area. So, in simple terms, all the new development that is happening on and around the Capital Metro tract will fund, through tax increment financing, affordability for existing, low-income area residents.

The site for Talavera Lofts is one of the best sites for multifamily development available in Austin’s urban core. It is a stone’s throw from downtown Austin and the Capital Complex, where many employment, recreational, and educational opportunities abound. There is absolutely no doubt that the Talavera Lofts site, located right next to a Metro Rail stop and a short walk to an endless number of restaurants, coffee shops, and cultural experiences, is very much an appropriate site for affordable housing.

Please do not hesitate to contact me with any questions or concerns. I can be reached at 512-974-3192

Sincerely,

James B. May, AICP
Community Development Manager
RESOLUTION NO. 20190207-017

WHEREAS, Saltillo DMA Housing, LLC ("Applicant"), its successors, assigns, or affiliates, proposes to construct an affordable housing multi-family housing development of approximately 92 units to be located at or near 1400 East 5th Street ("Development") within the City of Austin using 9% Low Income Housing Tax Credits; and

WHEREAS, the Development will be located within the Homestead Preservation Reinvestment Zone No. 1, which was created and designated on December 17, 2015, in Ordinance No. 20151217-099; and

WHEREAS, the Texas Department of Housing and Community Affairs awards two points to an applicant if the governing body confirms that the particular tax credit project will contribute most significantly to concerted revitalization efforts in a specific area of the municipality; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Council confirms and designates the Applicant’s proposed Development as the development that will contribute most significantly to the concerted revitalization efforts within Homestead Preservation Reinvestment Zone No. 1.
BE IT FURTHER RESOLVED:

The City Council authorizes, empowers, and directs Jannette S. Goodall, City Clerk, to certify this resolution to the Texas Department of Housing and Community Affairs.

ADOPTED: February 7, 2019

ATTEST: Jannette S. Goodall
City Clerk
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ORDINANCE NO. 20081211-082

AN ORDINANCE REZONING AND AMENDING THE ZONING MAP TO CHANGE THE ZONING DISTRICTS FROM THEIR CURRENT DESIGNATIONS TO TRANSIT ORIENTED DEVELOPMENT (TOD) DISTRICT ON CERTAIN PROPERTY IN THE EAST CESAR CHAVEZ, CENTRAL EAST AUSTIN, AND HOLLY NEIGHBORHOOD PLAN COMBINING DISTRICTS; AND ADOPTING THE PLAZA SALTILLO TOD DISTRICT STATION AREA PLAN AND REGULATING PLAN, INCLUDING MODIFICATIONS TO TITLE 25 OF THE CITY CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. The zoning map established by Section 25-2-191 of the City Code is amended to change the base zoning districts to transit oriented development (TOD) district on all those certain tracts of land (the “Property”) described in Zoning Case No. C14-2008-0029, on file at the Neighborhood Planning and Zoning Department, as follows:

Approximately 132 acres of land in the City of Austin, Travis County, Texas, more particularly described and identified in the tract map attached as Exhibit “A”, located in portions of the East Cesar Chavez, and Central East Austin, and Holly neighborhood planning areas, locally known as the area generally bounded by E. 7th St. and the E. 7th St. alley on the north; the east side of Chicon St. on the east; E. 3rd St., the alley between E. 3rd St. and 4th St., and E. 4th St. on the south; and the northbound frontage road of IH-35 on the west, in the City of Austin, Travis County, Texas, and identified in the tract table attached as Exhibit “B” and the map attached as Exhibit “C” (the “Zoning Map”).

PART 2. The zoning districts for the Property are changed:

(A) from the current base districts to transit oriented development (TOD) district; and

(B) to remove all current combining district designations, except that each district shall retain its current neighborhood plan (NP) combining district designation and any current historic landmark (H) combining district designation.
PART 3. The “Plaza Saltillo TOD Station Area Plan” attached as Exhibit “D” and incorporated into this ordinance is adopted as the station area plan for the Property under Section 25-2-766.22(A) (Adoption of Station Area Plan) of the City Code, including the “Regulating Plan for the Plaza Saltillo TOD Station Area Plan” attached as Exhibit “E” (the “Regulating Plan”) and incorporated into this ordinance.

PART 4. Under Section 25-2-766.22 (Adoption of Station Area Plan) of the City Code:

(A) the Regulating Plan establishes the zoning, site development, and design regulations applicable to the Property;

(B) the boundaries of the Plaza Saltillo TOD shown in Chapter 25-2 (Zoning), Appendix D, Exhibit 2, of the City Code are modified to be the boundaries shown in Exhibit “C;”

(C) amendments to the Regulating Plan are subject to the requirements of Section 25-1-502 (Amendment; Review) of the City for amendments of Title 25 of the City Code instead of the requirements for notice of rezoning under Section 25-2-261 (Notice of Application Filing) of the City Code; and

(D) the density standards of Article 2 (Land Use and Building Density) and the site development standards in Section 4.2 (General Development Standards) of the Regulating Plan are the only parts of the Regulating Plan that are requirements of Chapter 25-2 of the City Code for purposes of Section 25-2-472 (Board of Adjustment Variance Authority) of the City Code.

PART 5. The changes made by this ordinance take effect on March 1, 2009.

PART 6. This ordinance takes effect on December 22, 2008.

PASSED AND APPROVED

December 11, 2008

Will Wynn
Mayor

APPROVED: [Signature]  
David Allan Smith  
City Attorney

ATTEST: [Signature]  
Shirley A. Gentry  
City Clerk
PLAZA SALTILO
TOD STATION AREA PLAN

City of Austin
Neighborhood Planning and Zoning Dept.
ACKNOWLEDGEMENTS

The City of Austin would like to thank the following for their contribution to the Plaza Saltillo Transit-Oriented Development (TOD) Station Area Plan:

All participants in the planning process who live, work, and own or rent property in and around the Plaza Saltillo TOD District.

Other interested individuals who came to learn about transit-oriented development and give feedback on this citywide initiative.

Individuals and groups who are dedicated to promoting affordable housing throughout Austin.

The members of the technical advisory group who dedicated time to learning about TOD concepts, attended public meetings, and reviewed and gave feedback on the Station Area Plan throughout the planning process.

Other City staff members who made themselves available to answer technical questions and provide information on specific topics related to the Plan.

Thanks to the Thompson Conference Center, Sanchez Elementary School, Oswaldo “A.B” Cantu Pan American Recreation Center, and Metz Elementary School for providing meeting space.
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## Appendices

A. Creating the Plan  
B. Affordable Housing Report  
C. Water and Wastewater Report  
D. Watershed Protection  
E. Financial Analysis  
F. Market Report  
G. Extracts from the E. 7th Street Corridor Concept Plan  
H. Lance Armstrong Bikeway (LAB) Alignment
The first Capital MetroRail line is under construction with passenger service to begin at the end of 2008. The 32-mile Red Line will connect downtown Austin to Leander on existing rail tracks with nine initial stations planned. The City, in support of the Capital Metro “All Systems Go!” Long Range Transit Plan, initiated a broad public engagement effort to develop station area plans around several of these future MetroRail stops. The first station areas to undergo the station area planning process were Plaza Saltillo, Martin Luther King Jr. Boulevard (MLK), and N. Lamar Boulevard/Justin Lane (a.k.a. Crestview Station).

New development that takes advantage of its location near transit is often referred to as “Transit-Oriented Development” (or TOD), and it is an important part of the City’s goal to manage growth in ways that reduce reliance on automobile use, promote transit use, walking and biking, and create lively and safe areas around transit stations. The City of Austin developed the TOD station area plans to leverage this significant public transit investment to achieve these broad community goals.

To realize these benefits, the City first adopted a TOD Ordinance, which identified specific station area boundaries, interim land use and design requirements, and a commitment to develop station area plans. Planning for the Plaza Saltillo TOD was begun in February 2007 by a team of consultants led by PB Americas. Public education and involvement meetings were held over the course of the next ten months to draft a plan that incorporated TOD principles and best practices and was shaped by the community input gathered throughout the planning process. The planning work was integrated with a professional assessment of market conditions and finance, affordable housing, and basic public infrastructure facility needs. The plan includes recommendations for open space, street and other infrastructure improvements, and affordable housing and is intended to guide future development and the provision of public improvements.

The implementation strategy describes a variety of key actions that will contribute to the successful redevelopment of the station area. The responsibilities for implementation not only rest with the City, but its agency partners, development community, and citizens. A primary element of the implementation program is the Plaza Saltillo TOD Station Area Regulating Plan. It is based on Subchapter E: Design Standards and Mixed Use of the Austin Code, which applies citywide. The Regulating Plan provides development standards with a specific focus on the context of the Plaza Saltillo Station Area and the vision articulated in this plan.
FIGURE ES.1: TRANSIT ORIENTED DEVELOPMENT (TOD) DISTRICTS

TOD DISTRICTS
1. Northwest Park & Ride
2. North IH-35 Park & Ride
3. Lamar Blvd./Justin Lane
5. Plaza Saltillo
6. Convention Center

District Boundary

FUTURE TRANSIT
- Urban Commuter Rail
- Rapid Bus Starter Line

Urban Commuter Rail
Rapid Bus

City of Austin

Area Shown

FINAL PLAN
The Plaza Saltillo station planning area was identified in the TOD Ordinance to include the area generally bounded by E. 3rd Street to E. 7th Street and between I-35 and Chicon Street. It includes portions of three Neighborhood Planning Areas – Central East Austin, East Cesar Chavez, and Holly.

**PLAN ORGANIZATION**

The consultant team, informed by community input throughout the planning process, developed the Plaza Saltillo TOD Station Area Plan, which:

- Is summarized below and described in more detail in Chapter 1;
- Includes an implementation strategy described in Chapter 2;
- Followed transit-oriented design principles and Austin planning policy as described in Chapter 3;
- Featured an inclusive public involvement process as described in Appendix A; and
- Utilized background information and studies presented in the Appendices.

**PLAN SUMMARY**

The Plaza Saltillo TOD Station Area Plan includes three primary elements:

- **Land Use and Design Concept Plan**, which describes the desired land uses and development characteristics in the TOD.
- **Circulation Concept Plan**, which identifies the functional and design elements for streets and walkways.
- **Open Space and Trails Concept Plan**, which describes the important open space components of the TOD.

The concept plan maps and summary of the key elements are presented on the following pages.
FIGURE ES.2: LOCATION MAP OF PLAZA SALTLILLO WITH NEIGHBORHOOD PLANNING AREAS
LAND USE AND DESIGN CONCEPT PLAN

The Land Use and Design Concept for the Plaza Saltillo TOD Station Area Plan includes four land use designations:

• **TOD Mixed-Use.** This is the highest density designation, which encourages urban-style development including active ground floor uses with commercial, office, or residential uses on the upper floors. Residential densities may exceed 45 units per acre if a specific level of affordable housing is provided. Moderate height bonuses allowing a total building height of 60 feet may also be granted with additional affordable housing. These areas are located in the closest proximity to transit and are intended to become neighborhood centers.

• **Corridor Mixed-Use.** This allows a slightly more liberal mix of uses compared to TOD Mixed-Use. These properties are farther from the transit station and have less of an urban character compared to TOD Mixed-Use. Normal residential densities may reach 45 units per acre, and additional density may be permitted when affordable housing is provided.
• **Live/Work Flex.** This encourages ground floor business activity with residential units on the upper floors. Residential uses are required and a ground floor business is optional. Residential densities range from 17 to 45 units per acre, and additional density may be permitted when affordable housing is provided.

• **Low Density Residential.** This designation also provides a transition between the higher density center of the station area and surrounding neighborhoods. Residential densities range from 9 to 16 units per acre.
LAND USE AND DESIGN CONCEPT PLAN

The Land Use and Design Concept Plan includes the following primary elements:

1. **High density mixed-use development** concentrated near the Capitol Metro station along E. 5th and 6th Streets. This would be the center and primary pedestrian activity area in the station area.

2. **Active edges**, which create a more lively and pleasant pedestrian environment by requiring that buildings along specific street frontages be built up to the sidewalk with the ground floor designed to accommodate active business uses. The active edge designation is only used with the TOD Mixed-Use designation.

3. **Corridor mixed-use development** that allows an urban form. This is slightly more auto-oriented than the mixed-use areas along E. 5th and 6th Streets.

4. **Live/work uses** where small businesses would be allowed with residential units above. This is in response to neighborhood support for this type of use and for creating a transition between the higher density core and the lower density neighborhoods surrounding it.

5. **Low Density Residential** uses in the southwest portion of the TOD to provide a transition to existing single family homes that face the TOD district.
CIRCULATION CONCEPT PLAN

The Circulation Concept Plan for the Plaza Saltillo TOD Station Area Plan includes the following primary elements:

1. **An integrated street and pathway network** to provide safe and convenient travel for all modes.
2. **TOD Core Transit Corridor** design standards for E. 7th Street, which require wider sidewalks and enhanced pedestrian facilities to support existing and planned transit service and redevelopment activity.
3. **TOD Pedestrian Priority Streets**, which are also required to have enhanced pedestrian facilities because they will serve as the primary pedestrian routes in the station area. E. 5th, E. 6th, Waller, Comal and Chicon Streets and Chalmers Avenue are so designated.
4. **New pedestrian connections** on Medina, Attayac, and Onion Streets to provide easier access between the E. 7th Street corridor, the station, and the neighborhoods to the south. For larger blocks on the east side of the TOD, these types of connections are also highly encouraged to break-up the large block structure and improve connectivity and efficiency for all modes of transportation.
5. **A new TOD Pedestrian Priority Street** to connect the northern and southern segments of Chalmers Avenue to enhance circulation and convenience for all modes.
6. **Lance Armstrong Bikeway** as a key east-west bicycle connection through the station area.
7. **On-street bicycle facilities** to encourage bike riding and make it safe and efficient to ride around and through the TOD. A direct route from the Station Area to Town Lake and the trail system is recommended along Comal Street with signage indicating the pathway.
OPEN SPACE AND TRAILS CONCEPT PLAN

The Open Space and Trails Concept Plan for the Plaza Saltillo TOD Station Area Plan includes the following primary elements:

1. **Paseo Parks** to provide linear open spaces to complement the pedestrian connections on Medina, Attayac, and Onion Streets and to link-up with existing park space in and around the TOD. Paseo parks could provide a number of open space functions and meet various needs, from a passive sitting/gathering space with benches, fountain, and public art, to a grassy area for active play, to a playscape for young children. Paseos are also strongly encouraged on larger blocks on the east side of the TOD between Comal and Chicon Streets.

2. **Pocket park** to the west of the station to provide convenient active recreation opportunities for local residents. The park is recommended to be a minimum of one-half acre.

3. **Lance Armstrong Bikeway** as an integrating element to help tie the paseos, pocket park, and other local open spaces together with this pathway connection and to link the TOD via bicycle to Downtown and deeper East Austin.

4. **Comal Street-Lady Bird Lake Pathway** to provide a direct connection via Comal from the Station Area to Lady Bird Lake and the Town Lake trail network. Signage along the route is recommended as a wayfinding device and to publicize the presence of the on-street path and connection.

IMPLEMENTATION

Chapter 2 Implementation describes a variety of important steps the City, its agency partners, and development community should take to realize the full potential of the station area:

- **Planning and Administration.** The critical element is the formation of an inter-agency working group and designated staff to oversee all implementation activities.

- **Transit-Oriented Development Catalyst Projects.** Catalyst projects, both public infrastructure and private development, will be necessary to stimulate market and development interest in the station area.

- **Circulation and Streets.** Street improvements, including pedestrian facilities and amenities, can have a dramatic positive impact upon a place’s identity and can create the framework for creating a truly transit-oriented development that is less auto-dependent.

- **Open Space and Trails.** Building upon the natural resources in the area, integration of the Parks and Recreation Department in planning and development review decisions, and creation of usable open spaces are essential.

- **Supporting Infrastructure.** Key public-private investments will need to be made to support the development proposed.
CHAPTER 1
TOD PRINCIPLES AND PLANNING POLICY
TOD is a strategy available to help manage growth and improve the quality of life in Central Texas. TOD provides communities with an alternative to low-density suburban sprawl and automobile-dependent land use patterns.

TOD seeks to align transit investments with a community’s vision for how it wants to grow, creating “livable” mixed-use, denser, walkable “transit villages.” A successful TOD will reinforce both the community and the transit system.

In general, people living and working in TODs are more likely to walk, use transit, and own fewer cars. TOD households are twice as likely to not own a car and own roughly half as many cars as the “average” household. At an individual station, TOD can increase ridership by 20 to 40 percent and even cause significant change at a regional level. People who live in a TOD are five times more likely to commute by transit than other residents. Locations next to transit can enjoy increases in land values over 50 percent in comparison to locations away from transit stops.

WHAT IS TRANSIT ORIENTED DEVELOPMENT (TOD)?

“Transit Oriented Development (TOD) is moderate to higher density development, located within an easy walk of a major transit stop, generally with a mix of residential, employment and shopping opportunities designed for pedestrians without excluding the auto. TOD can be new construction or redevelopment of one or more buildings whose design and orientation facilitate transit use.”

California Department of Transportation TOD Study Technical Advisory Committee, January 2002.

TOD DESIGN PRINCIPLES

The City of Austin Neighborhood Planning and Zoning Department prepared a TOD Guidebook to create a shared understanding of TOD and also to identify the major design principles and factors for success. Transit-oriented development may be summarized by using four key principles, which define the essential characteristics of all successful TODs:

1. Greater density than community average
2. A mix of uses
3. Quality pedestrian environment
4. A defined center

These four principles directly influence the land use, circulation, and design concepts of the Austin station area planning as well as the Regulating Plan elements that support it.

A common thread running through the TOD principles is the importance of establishing a unique neighborhood identity that is memorable. Improvements in public spaces, ranging from civic buildings, plazas, and streets to street signs, light fixtures and standards, specific street tree species, and pedestrian area paving materials can be used to create a unique sense of place for different city neighborhoods. Austin has many historic and emerging areas that are known for their physical character and design sensibilities. The TOD is intended to enhance the character of the overall area and the neighborhood plans that the Plaza Saltillo Station Area is a part of will be very informative in this regard.
1. Greater Density than the Community Average

A key ingredient for walkable communities and support for transit is having sufficient residential densities to reduce walking distances between residences and other destinations, including commercial services, schools, parks, and transit. The following elements contribute to appropriate density for transit supportive land uses:

- Densities that are higher than the community norm are located within \( \frac{1}{4} \) to \( \frac{1}{2} \) mile of transit.
- Structured parking is used rather than surface lots in higher density areas.
- Site design for major projects allows for the intensification of densities over time.

Although one may read about desired density numbers based on ridership levels needed to support certain types of transit service, there is not one-standard density level appropriate and suitable for TOD. What is critical is that the development and transit are linked and that it is convenient and safe for pedestrians to move throughout the TOD. A very dense yet poorly designed development is not a successful TOD.
2. A Mix of Uses

One of the most visually distinguishable features of a TOD is the active streetscape, which is oriented towards pedestrians. A mix of uses is required to create multiple destinations around the transit station, which helps to generate pedestrian traffic. An active, lively environment can change the perception of distances, making destinations seem shorter and more walkable. A transit-supportive environment includes a mixture of residential, commercial, service, employment, and public uses making many trips between destinations shorter and more walkable. In addition:

- First floor uses are “active” and oriented to serve pedestrians.
- Multiple compatible uses are permitted within buildings near transit.
- A mix of uses generating pedestrian traffic is concentrated within walking distance (¼ to ½ mile) of transit.
- Auto-oriented uses, such as service stations and drive-through facilities, are limited or prohibited near transit.
3. Quality Pedestrian Environment

Vibrant communities, with or without transit, are always convenient and comfortable places for pedestrians. There are a number of components that contribute to a quality pedestrian environment:

- Buildings and primary entrances are sited and oriented to be easily accessible from the street.
- Buildings incorporate architectural features that convey a sense of place and relate to the street and the pedestrian environment.
- Amenities, such as storefront windows, awnings, architectural features, lighting, and landscaping, are provided to help create a comfortable pedestrian environment along and between buildings.
- The site layout and building design allow direct pedestrian movements between transit, mixed land uses, and surrounding areas.
- Most of the parking is located to the side or to the rear of the buildings.
- Sidewalks are present along site frontages, which connect to sidewalks and streets on adjacent and nearby properties.
- Street patterns are based on an interconnected grid system that simplifies access for all modes.
- Pedestrian routes are buffered from fast-moving traffic and expanses of parking.
- Trees sheltering streets and sidewalks are provided along with pedestrian-scale lighting.
- Buildings and parks are used to provide a focal point or anchor for key areas or intersections.
- Secure and convenient bicycle parking is available.
4. A Defined Center

Transit is particularly successful in communities and neighborhoods that have defined centers, offering multiple attractions and reasons for pedestrians to frequent the area. Having different zones with distinct characteristics also helps to create a sense of place. This sense of place may be created by including at least several of the following attributes:

- The density and buildings are highest in the core near the transit station, moderating somewhat in the center that is within ¼ mile of the transit station, and ultimately transitioning in the edge to match the character of surrounding development approximately ½ mile from the station.
- Buildings are located closer to the street and are typically taller than the surrounding area.
- Buildings are primarily oriented to the street with windows and main entrances.
- Parking is less predominant, being located to the rear and in parking structures. Parking requirements are reduced in close proximity to transit, compared to the norm.
- Sidewalks are wider than in lower density areas, and offer pedestrian amenities, such as street trees, benches, kiosks, and plazas.
**BENEFITS OF TOD**

By implementing TOD and coordinating investment in transportation and land use projects, communities can make significant progress toward improving their quality of life. The extent to which this progress is made depends largely on the type and quality of transit service available as well as the primary characteristics of the TOD. Ten major benefits from TOD are:

1. **Providing mobility choices.** By creating “activity nodes” linked by transit, TOD provides much needed mobility, including options for young people, the elderly and people who do not own cars or prefer not to drive.

2. **Increasing public safety.** By creating active places, which are busy through the day and evening and providing “eyes on the street”, TOD helps increase safety for pedestrians, transit users, and many others.

3. **Increasing transit ridership.** TOD improves the efficiency and effectiveness of transit service investments by increasing the use of transit near stations by 20 to 40 percent, and up to five percent overall at the regional level.

4. **Reducing rates of vehicle miles traveled (VMT).** Vehicle travel has been increasing faster than population growth. TOD can lower annual household rates of driving by 20 to 40 percent for those living, working, and/or shopping within transit station areas. Recent research shows that automobile ownership in TOD is approximately one-half the national average.

5. **Increasing disposable household income.** Housing and transportation are the first and second largest household expenses, respectively. TOD can effectively increase disposable income by reducing the need for more than one car and reducing driving costs, saving households $3,000-4,000 per year.

6. **Reducing air pollution and energy consumption rates.** By providing safe and easy pedestrian access to transit, TOD can lower rates of air pollution and energy consumption. TOD can also reduce rates of greenhouse gas emissions by 2.5 to 3.7 tons per year per household.

7. **Helping protect existing single-family neighborhoods.** TOD directs higher density development to appropriate areas near transit, thereby reducing pressure to build higher density development adjacent to existing single-family neighborhoods.

8. **Playing a role in economic development.** TOD is increasingly used as a tool to help revitalize aging downtowns and declining urban neighborhoods and to enhance tax revenues for local jurisdictions.

9. **Contributing to more affordable housing.** TOD can add to the supply of affordable housing by providing lower-cost and accessible housing, and by reducing household transportation expenditures. It was recently estimated that housing costs for land and structures can be significantly reduced through more compact growth patterns.

10. **Decreasing local infrastructure costs.** Depending on local circumstances, TOD can help reduce infrastructure costs (such as for water, sewage, and roads) to local governments and property owners by up to 25 percent through more compact and infill development.
AUSTIN’S TOD POLICY CONTEXT

The Transit-Oriented Development Ordinance

Station area plans are influenced by existing plans and policies adopted by the Austin City Council. Most important is the Transit-Oriented Development Ordinance adopted by the City Council in May 2005. The ordinance established a two-phased implementation process for TOD districts. The first phase, now completed, accomplished the following:

- Created four TOD types and designated a TOD type for each of the stations;
- Developed TOD districts around the stations to delineate between areas appropriate for redevelopment and established neighborhoods that would be protected;
- Created a TOD overlay zoning district for each station area;
- Adopted interim development regulations relating to use, site development standards, and parking as part of the TOD overlay zone; and
- Established a station area planning process.

The second phase involves the creation of station area plans that, when adopted, will replace the interim TOD Ordinance regulations. The Plaza Saltillo Station Area is designated as a Neighborhood Center TOD. This type of TOD is located at the commercial center of a neighborhood(s).

The TOD Ordinance requires a housing affordability analysis and feasibility review as part of all station area plans, which describes potential strategies for achieving specified affordable housing goals. A housing affordability analysis was undertaken concurrent with the station area planning described in this report, and it is summarized in Chapter 3.

City of Austin Design Standards

In addition to the TOD Ordinance, the Austin City Council amended the City’s Land Development Code in 2006 to add Subchapter E: Design Standards and Mixed Use. This portion of the Land Development Code, which applies city-wide, includes design standards, which “aim to strengthen Austin’s unique character and help buildings to better function in Austin’s environment.” The majority of the design standards are based upon several defined roadway types to help ensure a cohesive development pattern along city streets, and reduce the inconsistent development form that can be the product of various zoning districts, which abut them. Subchapter E includes standards for site development, building design, and mixed-use.
As a first step towards implementing the Plaza Saltillo TOD Station Area Plan, a Regulating Plan (a.k.a. TOD Zoning) was developed with a specific set of land use and urban design standards. Subchapter E is designed to implement many of the land use and design objectives as the TOD station area plans, such as creating a more enriching pedestrian environment and ensuring that buildings relate better to the street. Therefore, it provided the foundation for the specific Plaza Saltillo TOD. The Plaza Saltillo TOD standards in the Regulating Plan are tailored to help implement the land use, circulation, and urban design elements of the station area plan and replace the citywide Subchapter E standards within the TOD planning area.

Existing Land Use and Zoning

The planning area is characterized by a range of residential, commercial and industrial uses. Mixed-use zoning also generally applies to the area. Residential neighborhoods border the planning area on the north, south and west.

Neighborhood Plans

The boundaries of the Plaza Saltillo TOD intersect three neighborhood planning areas. The specific goals of each plan that relate to transit-oriented development are highlighted below:

Central East Austin Neighborhood Plan has eight goals, which relate to this plan:

- Goal 2 – Create housing that is affordable, accessible, and attractive to a diverse range of people.
- Goal 3 – Promote new development for a mix of uses that respects and enhances the residential neighborhoods of Central East Austin.
- Goal 4 – Promote opportunities to leverage positive impacts and encourage compatibility from civic investments.
- Goal 5 – Create a safe and attractive neighborhood where daily needs can be met by walking, cycling or transit.
- Goal 6 – Improve bicycle, pedestrian, and transit access within Central East Austin and to the rest of Austin.
- Goal 7 – Respect the historic, ethnic and cultural character of the neighborhoods of Central East Austin.
- Goal 8 – Enhance and enliven the streetscape.
- Goal 9 – Ensure compatibility and encourage a complimentary relationship between adjacent land uses.
1. East Cesar Chavez Neighborhood Plan.
2. Holly Neighborhood Plan.

**East Cesar Chavez Combined Neighborhood Plan** has seven goals, which relate to this plan:

- Goal 1 – Provide zoning for a mix of businesses and residential land uses in commercial areas.
- Goal 2 – Ensure that new structures, renovations and businesses are compatible with the neighborhood.
- Goal 3 – Create and preserve physical features and activities to reinforce the neighborhood’s cultural identity and history.
- Goal 4 – Improve vehicle, bicycle and pedestrian traffic safety on neighborhood streets.
- Goal 5 – Make better use of 4th and 5th Street rail corridor.
- Goal 6 – Improve and promote mass transit service in the neighborhood.
- Goal 12 – Attract or develop businesses that serve essential neighborhood needs.
- Goal 16 – Provide opportunities for cultural arts, recreation and leisure activities.

**Holly Neighborhood Plan** has eight goals, which relate to this plan:

- Goal 1 – Promote a variety of housing options for a mixture of different incomes.
- Goal 2 – Encourage opportunities to address compatibility between different residential, commercial and industrial uses.
- Goal 4 – Insure adequate pedestrian safety and access to major destinations such as schools, shopping centers and parks.
- Goal 5 – Insure adequate transit connections throughout the neighborhood.
- Goal 6 – Maintain roadways and alleys for safe and efficient travel for pedestrians, bicycles, transit and autos.
- Goal 7 – Preserve the neighborhood’s historical and cultural character.
- Goal 8 – Maintain and enhance existing parks and parkscapes.
- Goal 9 – Preserve the quality of the public space in the neighborhood.

The above neighborhood plans will be amended when the Plaza Saltillo Station Area Plan is adopted by the City Council to reflect the most recent planning effort that has occurred for the properties within the Plaza Saltillo TOD District.
CHAPTER 2
THE PLAZA SALTILLO TOD STATION AREA PLAN
The neighborhoods surrounding the Plaza Saltillo station in 2020 are still some of the most diverse and culturally rich in all of Austin. The built environment is eclectic with new development that is well balanced with older buildings. There is no uniform style or theme that dominates the architecture of the buildings, but the diversity of designs and textures creates a truly authentic look and feel to the area.

Both long-time and new residents have several housing options and affordable housing is plentiful enough to allow people to stay in the neighborhood as prices rise in the region. There are special programs and developments that provide affordable rental housing, affordable for sale housing, and group living that allows seniors to age in place.
Each of the east/west streets has its own character and purpose. East 7th Street carries the heaviest traffic through the area but it has been improved with wider sidewalks and safer street crossings. E 6th Street is the mixed-use spine of the neighborhood with active ground floor uses, sidewalk cafes and restaurants, and the highest degree of streetscape improvements. E 5th Street has an eclectic mix of commercial and residential uses with an active street life. Finally, E 4th Street is less intensely developed with a stronger residential character but welcomes smaller businesses, artisans, and light manufacturing space to blend with the residential.

Pocket parks, paseo parks, street trees, and other green elements are interspersed among the new buildings to soften the edges and to integrate the natural with the built environment. A mercado where local artisans can showcase their talents and wares is a central feature of the TOD.
CREATING THE PLAZA SALTILLO TOD STATION AREA PLAN

THE DESIGN CHALLENGE

The Plaza Saltillo area is a diverse, culturally rich area with an eclectic mix of small businesses, artists, and new enterprises. The central design challenge is to manage change while preserving the distinct character and affordability of the area. As one participant in the first charrette put it, “Are we planning the future of the residents who live there now or are we planning a future for the people we expect will move to the community in the future?”

Of course, the answer is both, but this blunt question highlights the central tension shaping the Plaza Saltillo plan. Whether we plan for the future or not, the Plaza Saltillo area will change; it is happening already. The goal of several planning participants is to protect the character of the community while also shaping change in ways that achieve the community’s vision for cultural diversity and affordable housing.

A second design challenge is creating a coherent plan when most of the area today is already zoned for mixed-use. The project team strived to create distinct places that responded to community context and aspirations and develop a thoughtful mixed-use strategy that better responded to the location of the rail stop and the surrounding street network.

The Plaza Saltillo Station Area is already defined by its dense and interconnected street grid. In particular, the east/west streets of 4th, 5th, 6th, and 7th Streets represent an opportunity to create distinct environments on each street, which is consistent with the community’s wishes to step down intensity from the north to the south. The challenge is determining how to create these distinct environments without fundamentally changing the base entitlements in existence.

THE VISION

The Plaza Saltillo TOD Station Area Plan will lay the foundation for achieving the Plaza Saltillo TOD vision. The Vision statement on the previous pages was crafted from the major themes discussed during the charrettes. The draft final plan is arranged in three concept plan layers for land use and design, circulation, and open space. Each layer of the plan is described in the following section.
EXISTING LAND USE AND ZONING

Currently, the majority of the Plaza Saltillo TOD is developed with a variety of commercial and industrial uses, with a moderate amount of recent residential loft development sprinkled throughout the Station Area. Existing lower density residential development is generally located along the north and south edges of the TOD District, and IH-35 and downtown Austin are immediately west. E. 7th Street is the primary east-west corridor running through the northern portion of the Station Area with E. 5th and 6th Streets also providing important access for area businesses. The majority of the properties in the Plaza Saltillo Station Area currently have commercial mixed-use zoning. The 11-acre Capital Metro property, located in the western portion of the Station Area between E. 4th and 5th Streets is the most significant redevelopment site as it is one of the few undeveloped parcels of land in the TOD District.

STATION AREA PLAN SUMMARY

The Plaza Saltillo Station Area Land Use and Design Concept Plan encourages the creation of a high activity mixed-use center around the MetroRail Station at Plaza Saltillo, which extends along E. 5th and 6th Streets, naturally leading towards the downtown area. This area is intended to have the highest level of pedestrian orientation in the District, taking full advantage of the transit services offered by the MetroRail Station. E. 7th Street is intended to continue as the primary transportation corridor. The redevelopment of the Capitol Metro site will be key to the overall success of the Plan.

Using TOD principles and public comments and ideas, TOD land use subdistricts were developed to define the basic land use and urban design character of the Plaza Saltillo Station Area. Much of the District continues to be designated for mixed-use development to allow for a variety of uses to occur throughout. To complement the land uses within the Station Area, circulation and open space elements were also developed. These three basic components for this Station Area Plan are summarized on the following pages.
1. LAND USE AND DESIGN CONCEPT PLAN

Land Use SubDistricts

The Land Use and Design Concept plan consists of two types of zones – mixed-use and residential. Much of the land in the TOD district is designated mixed-use. The plan includes primary mixed-use areas along E. 5th and 6th Streets and a secondary mixed-use district along E. 7th Street. The plan envisions the primary areas as being the most intensely developed with the highest density in the Station Area due to their proximity and ease of connection to the transit station. The remaining portion of the TOD is devoted to transitional uses that are predominantly residential in nature. The land use districts are summarized below:

Mixed-Use Designations

There are three types of mixed-use designations in the plan:
- TOD Mixed-Use
- Corridor Mixed-Use
- Live/Work Flex

Residential Designations

There is one purely residential land use designation in the plan:
- Low Density Residential
1. TOD Mixed Use Zones
2. Corridor Mixed Use Zones
3. Live/Work Flex Zones

**TOD Mixed-Use**

TOD Mixed-Use is the most intensively developed land use zone and will typically be expressed as high density residential over active ground floor uses, such as retail or office. This land use designation is concentrated near a transit station and along major streets, generally located near the center of a TOD and along major “spines” that lead to it. This land use designation is concentrated along Comal, E. 5th and E. 6th Streets as they lead to the center of the TOD and Plaza Saltillo.

**Corridor Mixed-Use**

Corridor Mixed-Use allows a similar, but slightly more liberal, mix of uses as the TOD Mixed-Use district. Active ground floor uses or a mix of uses in one development are encouraged, but not required. Retail, office, and higher density residential development are all permitted. This zone is typically located on major streets farther away from the transit station. In this Plan, Corridor Mixed-Use is concentrated along E. 7th Street and the east end of the station area. These areas are appropriate for this type of land use designation as they are farther from the core of the TOD and are situated along streets that experience high traffic volumes.

**Live/Work Flex**

Live/work units are a type of mixed-use development, combining commercial, office or light manufacturing space within the same structure as a residential living space for the business owner. They have similar benefits to mixed-use development and can eliminate the need to commute to work. In addition, they can provide affordable work and housing space, meet the needs of special groups, such as artists, and serve new incubator businesses. This district may serve as a transition zone between the higher density core uses and lower density neighborhoods. Depending upon the context, Live/Work Flex may be designed to either be primarily residential or commercial in character. This subdistrict is located on the south side of E. 5th Street, near Chicon Street and on the south side of E. 4th Street. Live/work allows for a moderate number of non-residential uses to occur in conjunction with residential development to support small business and artisan activity on the smaller and less active streets in the TOD. In the context of this Plan, this subdistrict acts as a transition zone between the higher intensity core uses and the surrounding low density residential neighborhoods.
TOD Mixed-Use

Example: Three or four stories of residential units (condos or apartments) above ground floor retail (cafes, coffee shops, boutiques).

Corridor Mixed-Use

Example: A small-format grocery store that is built up to the sidewalk with parking located behind the building.

Live/Work Flex

Example: A three story rowhouse with the ground floor used as an artist studio and retail space.
Low Density Residential

Low Density Residential is considered “low” in the context of a TOD station area, although it is “higher” density compared to surrounding single family neighborhoods, which are typically around 7 to 8 units per acre in older Austin neighborhoods with detached single-family residences.

Low Density Residential is located along the southernmost edge of the TOD on the north side of E. 3rd Street. This area is sufficiently removed from the prime activity areas of the TOD so lower density development is more appropriate, especially since existing single family homes on the south side of E. 3rd face the TOD. East 3rd Street is a relatively quiet and low volume street with fewer active uses than other parts of the Station Area. In addition, the majority of these properties currently have a multifamily future land use designation in the East Cesar Chavez Neighborhood Plan. Low Density Residential for TOD is an appropriate transition designation to the more densely development core. Non-residential development is not permitted in this Subdistrict.

Example: Cottage-style detached homes with rear lot alley garages.
Planning for Families and Seniors
A desire was expressed by some charrette participants to provide senior and family housing within the Plaza Saltillo TOD. Future development can accommodate the needs of the elderly and households with children by thinking carefully about their space and recreational needs. Projects that provide a variety of unit types and sizes are more likely to attract a range of households from families to seniors wishing to live in a more urban environment. Open space should be provided to meet the needs of these different user groups. Projects that include day care services will potentially enable parents to walk their children off or to use a day care close to work. The integration of residences, daily community services, and employment in a TOD, in addition to creating safe routes for pedestrians and cyclists, is essential to its success.

Historic Resources in the Plaza Saltillo TOD
Currently there are five historically-zoning in the Plaza Saltillo TOD: the Sparks-Ledesma, Johnson, Duncan-Washington, and Briones Houses in addition to a property at the northeast corner of E. 5th and Brushy Streets. Some planning participants stressed that these properties should continue to retain their historic designation as they are good representations, amidst a rapidly changing environment, of the character of a former East Austin. The Plaza Saltillo Regulating Plan maintains the historic zoning designation for these properties and information on these properties, excerpted from the E. 7th Street Corridor Concept Plan, can be found in the Appendix.
DENSITY AND BUILDING HEIGHTS

An important characteristic of transit-oriented development is a residential density that is greater than the community average. The residential density of the existing single family neighborhoods around the Plaza Saltillo TOD district is approximately 7 to 8 units per acre and somewhat higher densities in areas with multi-family housing. This Station Area Plan assumes a higher density than the surrounding average with the highest intensity proposed in the TOD mixed use subdistrict.

The housing density of each of the land use zones includes a range with both minimum and maximum densities. The following table lists the density by land use zone.

<table>
<thead>
<tr>
<th>LAND USE ZONE</th>
<th>MINIMUM DENSITY</th>
<th>MAXIMUM DENSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOD Mixed-Use</td>
<td>2 stories</td>
<td>45 units per acre*</td>
</tr>
<tr>
<td>Corridor Mixed-Use</td>
<td>none</td>
<td>45 units per acre*</td>
</tr>
<tr>
<td>Live/Work Flex</td>
<td>17 units per acre</td>
<td>45 units per acre*</td>
</tr>
<tr>
<td>Low Density Residential</td>
<td>9 units per acre</td>
<td>16 units per acre</td>
</tr>
</tbody>
</table>

* Density limit may be removed in exchange for the provision of affordable housing

As a rule of thumb, a 40-foot height limit permits a three-story building and a 60-foot building permits a five-story building. As a base height entitlement, the plan assumes existing height restrictions between 35 and 60 feet will continue throughout the TOD. The 60-foot height limit generally applies north of E. 5th St. and the 40-foot limit generally south of this street. There was a range of opinion expressed with respect to appropriate allowable building heights in the TOD. Generally speaking, three to five-story tall buildings were supported throughout the TOD district. Input from the development community indicated that there was little interest in building heights greater than 60 feet as the cost of developing above that (i.e. using steel-frame construction) is not financially feasible in this area at this time.

Minimum densities or height have been established in this Plan for certain land use subdistricts. This is an effort to respond to the key principle of TOD, which is to create a higher density within the Station Area than the surrounding community average to encourage a concentration of activity (residential and commercial) around transit to promote its use. As a result, minimum densities are included in the primary residential categories: Low Density Residential and Live/Work Flex. The TOD Mixed-Use Subdistrict contains a minimum height instead of a minimum residential density to enable a certain amount of flexibility in the type of activity that goes on in these locations, but at the same time, development must adhere to a certain level. A minimum height not only accommodates a traditional mixed-use development that includes both a residential and non-residential component, but also pure commercial and/or office development to support and stimulate employment opportunities and the provision of services within the TOD. Ultimately, the real estate market will determine what developers build within the Station Area as any project must have a market to support it and be financially feasible. The flexibility inherent in the TOD Mixed-Use Subdistrict is designed to respond to a variety of market conditions. The Corridor Mixed-Use Subdistrict contains neither a minimum density nor a minimum height as these areas are further removed from the core of the Station Area where the highest level of residential and commercial activity is intended.
Note: Additional height may be allowed in the TOD Mixed-Use Subdistrict in exchange for the provision of affordable housing. Total building height of 60 feet may be allowed if current height limit is less.
This Station Area Plan recommends that in specific areas of the Plaza Saltillo TOD a density bonus, and in more select locations of the TOD a height bonus, be allowed in exchange for the provision of affordable housing. The intent is to promote denser, mixed income projects to locate in the land use subdistricts designated for higher density development and to encourage the highest levels of activity in areas with good access to transit. As a first step, the density bonus would remove density restrictions, without changing the allowable height, in exchange for a certain level of affordable housing. This type of bonus is allowed in the TOD Mixed-Use, Corridor Mixed-Use, and Live/Work Flex Subdistricts. In addition, a height bonus allowing total building height up to 60 feet is available within the TOD Mixed-Use Subdistrict for those properties that currently have a height limit less than 60 feet. The details of these bonuses and the required levels of affordable housing are established in the Plaza Saltillo TOD Regulating Plan.
Affordable housing is an important component of transit-oriented development. Inclusion of affordable housing in TOD areas can provide lower-income households with improved transportation access to employment and services. Reduced transportation costs can improve the ability of low income families to afford housing payments. In addition, economic diversity among TOD residents will benefit transit ridership.

However, due to land prices and construction costs, new market-rate developments in the TOD areas are not likely to be affordable to low-income households. Citywide, the median home price of $180,000 is well above what is considered affordable for a low-income family. The average rent in Austin is $831, which is not affordable to households at or below 50% of Austin’s median family income.  

Housing Goals

To promote the development of affordable units in TOD areas, the TOD Ordinance and TOD Housing Resolution include a goal that 25% of the new housing units in each TOD area should be affordable. The overall affordability goal is as follows:

- Affordable owner-occupied units should be occupied by households with incomes at or below 80% of Median Family Income (MFI) as defined by the U.S. Department of Housing and Urban Development, and
- Affordable rental units should be occupied by households at or below 60% MFI.
- In addition, the Ordinance provides a specific breakdown of these targets.  

The TOD Ordinance establishes more ambitious goals for the two TOD areas located in the Community Preservation and Revitalization Zone (CP&R Zone) - the MLK and Plaza Saltillo TOD Districts. In these two TOD areas, the median income level of surrounding residents is typically lower than the citywide median. The affordability goals for these two districts are as follows:

- Affordable owner-occupied units in the CP&R Zone should be occupied by households at or below 60% MFI; and
- For rental units in the CP&R Zone, the following goals apply:
  - 10% of the units should be occupied by households between 40-50% MFI;
  - 10% of the units should be occupied by households between 30-40% MFI; and
  - 5% of the units should be occupied by households below 30% MFI.

1 Sources: Austin Board of Realtors; ALN Apartment Data.

2 For homeownership units, a goal of providing 10% of the units to households with income from 70-80% MFI; 10% of the units to households with income of 60-70% MFI; and 5% of the units to households with income of not more than 60% MFI. For rental units, a goal of providing 10% of the units to households with income from 40-60% MFI, 10% of the units to households with income of 30-40% MFI; and 5% of the units to households with income of less than 30% MFI.
Affordable Housing Analysis

The TOD Ordinance includes a requirement that a Station Area Plan include a housing affordability analysis and feasibility review that describes potential strategies for achieving these goals. The Austin City Council selected the consulting firm Diana McIver and Associates (DMA) to conduct this analysis. DMA has provided several financial models for the achievement of the TOD goals, and has evaluated potential incentives and financing tools for creating housing affordability within the TOD Districts. An executive summary of their report can be found in Chapter 3: Implementation, and the full report is in the appendix.

DMA’s financial scenarios demonstrate that the achievement of the TOD affordability goals will be challenging and will require a substantial commitment of incentives and subsidies. While DMA has indicated that there is not one single solution to housing affordability in TOD areas; their analysis shows that a combination of tools can be used to achieve affordability in TOD districts.
URBAN DESIGN

In addition to the land use districts, there are several important urban design treatments that should accompany land development in the station area. It is particularly important for development to be oriented to the street and pedestrians.

Roadway Types

Urban design elements are largely guided by three TOD street types – TOD Core Transit Corridor, TOD Pedestrian Priority Street, and TOD Local Street. This is modeled after the approach used in Subchapter E: Design Standards and Mixed Use, which categorizes all existing and future streets in the City, and then uses these designations as a basis for regulating streetscape, site, and building design. These three TOD street designations trigger specific streetscape and building design requirements within the Regulating Plan. The TOD Core Transit Corridors correspond to the existing and future Core Transit Corridors in Subchapter E. To address the unique issues related to the TOD station planning areas, two additional street designations apply. The three TOD street designations are described below and located in the Circulation Concept Plan:

- **TOD Core Transit Corridors.** Citywide Core Transit Corridors are defined and listed in Subchapter E: Design Standards and Mixed Use of the Land Development Code. They correspond with many of the major city streets. A Core Transit Corridor within the boundary of the Plaza Saltillo TOD is labeled a TOD Core Transit Corridor, whose designation in this Plan was informed by the original Core Transit Corridors established in Subchapter E. In both this Station Area Plan and in Subchapter E, these Corridors indicate a roadway that has, or will have, sufficient population density and mix of uses to encourage and support transit use. TOD Core Transit Corridors are of primary importance as transit and pedestrian places, and therefore, it is essential to create vibrant, pedestrian-friendly places. In addition, design features must include buildings located adjacent to or near the street, parking to the rear or side of buildings, building facades and entrances that are oriented to the street, and amenities, such as shelter, plazas, and seating to create a pleasant environment. The TOD Core Transit Corridor Street in the Plaza Saltillo Station Area is E. 7th Street.

- **TOD Pedestrian Priority Streets.** This designation applies to specific existing or future streets within a TOD, which are especially significant as pedestrian routes. Pedestrian Priority Street designations are applied to critical pedestrian connections through the TOD and can provide direct access to transit. These streets complement the TOD Core Transit Corridors to form an interconnected pedestrian network. Because of their significance for pedestrian circulation, TOD Pedestrian Priority Streets are intended to have similar pedestrian facilities and amenities to the TOD Core Transit Corridors. Land uses are often
less intense than those adjacent to TOD Core Transit Corridors, and requirements for locating buildings near the street are more flexible. However, proper building orientation to the street and parking lot screening continue to be important. E. 5th and 6th Waller, Comal and Chicon Streets and Chalmers Avenue are designated as TOD Pedestrian Priority Streets because they provide a network of routes that will provide an enhanced pedestrian environment and convenience.

- **TOD Local Streets.** These include all other existing or future streets within the TOD. While they are intended to provide comfortable, accessible, and pleasant accommodation for pedestrians, they do not represent the primary walking routes or pedestrian areas. Land uses are often less intense than those adjacent to TOD Core Transit Corridors and Pedestrian Priority Streets, and requirements for locating buildings near the street are more flexible. The remaining streets in the Plaza Saltillo TOD Station Area Plan are TOD Local Streets.

**Active Edges**

Having a good pedestrian environment is a key element for important pedestrian and transit streets within the station area. Specific properties along these streets, which have a TOD Mixed-Use land use designation, are required to have active edges. This means that buildings must be next to the street and designed to accommodate retail, entertainment, and similarly active ground floor uses, which are directly accessible to the people walking by. Off-street surface parking may not abut active edge frontages, and driveways are only allowed when no other reasonable and sufficient access alternative is available. This activates the pedestrian zone, and it also improves safety by increasing the potential number of “eyes on the street” to deter crime and vandalism.

Because E. 6th Street is intended to be the primary pedestrian street in the station area, active edge designations predominate. Active edge designations along E. 5th Street and Comal Street further reinforce the objective of creating a special pedestrian environment and activity center near and leading up to the station. As such, they are planned to have the highest density, greatest mix of uses, and a vibrant, urban character. While the design requirements summarized above will help shape such an environment, additional urban design standards are essential to establish them as urban centers. The active edge designation applies only to property design and development, and it does not affect adjoining public street and sidewalk design, which is determined by roadway type.
GREEN BUILDING AND GREEN INFRASTRUCTURE

Green Building
A primary goal of transit-oriented development within the City of Austin is the promotion of development and re-development in a manner that will help absorb some of the region’s expected population growth in areas well-supported by transit. It is important that the development of the built environment involve goals favorable to achieving long-term sustainability. Achieving a sustainable future means meeting the needs of the present without compromising the needs of the future, and in doing so helping to make more live-able communities. Sustainability in Austin’s TOD areas involves taking active measures to protect against negative environmental impacts.

Recognizing the City of Austin has set specific goals in an effort to be a leader in green building, renewable energy, and sustainable technologies, this station area plan includes the following recommendations:

Recommendations

1. Improve air quality and public health by providing alternative transportation choices. Provide clear alternatives to auto-centric development patterns by providing an environment that is pedestrian, bicycle, and transit-friendly.

2. Encourage all new buildings to meet the goals of the Austin Climate Protection Plan in effect at the time they begin the permit process. Current goals are to make all new single-family homes zero net-energy capable by 2015 and increase energy efficiency in all other new construction by 75% by 2015. Zero net-energy capable means that a building provides enough energy efficiency that all of its energy needs could be accommodated by on-site energy sources such as roof-top solar panels.

   a. Reduce energy use of buildings through better design and choice of materials and systems. Green buildings can achieve significant energy savings.

      - Buildings should have their longer sides oriented south as much as possible, and should minimize exposure to the west. As much as possible, minimize unshaded glazing on east and west exposures to reduce heat gain. Encourage glazing systems on northern and southern facades that reduce glare and provide opportunities for daylight harvesting (utilizing daylight to provide quality light indoors to minimize electric lighting). Overhangs, balconies, porches etc. should be utilized to provide shading of windows.

      - Buildings should be well insulated and use high efficiency heating and cooling systems. Systems should be sized and installed properly.
b. Encourage distributed energy generation (solar/thermal, wind power, etc.) within TODs and promote use of alternative energy sources through the Austin Energy Green Choices program.

3. Encourage roofing and paving design and materials that reduce the urban heat island effect (the tendency of urban areas to be several degrees warmer than the surrounding countryside). This includes using light colored roofing, siding and paving materials to reflect, rather than absorb the sun’s heat and by maximizing planted areas and shading paved areas and dark surfaces. Green roofs (planted vegetation on roofs) are a good option to help reduce the heat island effect and also provide air quality benefits.

4. Encourage protection of existing trees and plant new trees where possible. Trees should be considered part of the neighborhood’s infrastructure. Trees improve air quality by absorbing carbon dioxide and other harmful pollutants and to help reduce the urban heat island effect.
   a. Redevelopment should include a “street tree zone” to provide shade between the street and sidewalk.
      Near powerlines, smaller trees which do not grow more than 25 feet should be planted. Trees can cool neighborhoods by three to six degrees if planted to shade areas that absorb heat such as streets, sidewalks and parking lots.
   b. Trees should be planted in all parks and street medians.

5. Reduce solid waste production. Divert construction and demolition waste from the landfill to the fullest extent achievable and utilize existing infrastructure through adaptive reuse of buildings and building materials (developments in Austin have documented that more than 50% waste diversion is achievable). Design buildings to incorporate recycling collection areas and encourage tenants to recycle.

6. Promote the use of environmentally compatible building materials by selecting regional materials that are non-toxic, recycled and harvested in a sustainable manner.

7. Conserve water by installing low water use plumbing fixtures and appliances, using low water use native plants in landscaping, and utilizing rainwater harvesting, air conditioning condensate, or other recycled or non-potable water sources for irrigation.
Green Infrastructure

Green Infrastructure, when used in the context of stormwater management, uses smaller-scale decentralized treatment devices to mitigate the effects of urban development. Green Infrastructure often incorporates vegetation and landscaped areas into the treatment process, thereby allowing space to be used more effectively and aesthetically. Since they are individually smaller in scale, Green Infrastructure projects can be dispersed and integrated into the site and used to help meet landscaping requirements, allowing flexibility for water quality compliance for dense, urban projects. This contrasts with conventional “end-of-pipe” centralized controls which typically occupy a larger contiguous space and treat the entire developed area in one larger pond.

Recognizing that there are a limited number of TOD districts in Austin and that a central goal of TOD is to achieve dense, compact development, this plan supports the utilization of Green Infrastructure methods as a way to achieve both TOD and water quality goals. This plan encourages multiple uses of landscaped areas to maximize on-site storm water treatment, reduce needs for potable water irrigation of the landscape, and reduce reliance on traditional Best Management Practices (like storm water ponds) that decrease usable space. In order to reach these goals, development will comply with the regulatory strategy outlined in the Station Area Regulating Plan that combines newly adopted practices in the City of Austin Environmental Criteria Manual (ECM) with the Urban Watersheds Water Quality Fee-in-Lieu program and the Urban Watersheds Cost Recovery/Cost Participation Program.

Recently adopted criteria in ECM 1.6.7 provide direction on how to design vegetative filter strips, biofiltration ponds, rain gardens, porous pavement, rainwater harvesting and additional landscaping to meet Code-required water quality requirements per Section 25-8-213 of the Austin Land Development Code (LDC). These innovative controls rely on vegetative and landscape elements to treat storm water. The criteria specifically outline the standards for maintaining these native landscaped storm water controls in a sustainable manner (Refer to the Appendix for more information on specific Green Infrastructure methods).

Optimally, these controls will be integrated with landscaping areas already required of new development according to LDC Section 25-2-514 and Section 25-2 Divisions 2 and 3. This would reduce the need to construct a separate water quality facility; land that would have been used for separate water quality controls and landscaping is then available for other types of development. In addition, irrigation needs are minimized by having the ability to use storm water run-off to water plants and vegetation versus using potable City water. Specific Green Infrastructure requirements have been established in the Regulating Plan.
As part of the Station Area planning process, the conditions of the water, wastewater, and storm water systems in and around the Plaza Saltillo TOD were evaluated. Consultant Raymond Chan and Associates examined the water and wastewater systems and potential impacts to this system from future TOD development. The full report is provided in the Appendix. The water service for the Plaza Saltillo SAP is provided by a 24-inch water main in the south side of the Station Area, which supplies water to the remainder of the system. The overall capacity of the system is sufficient to serve additional development in the area, however, some improvement to distribution lines may be necessary to provide adequate water supply for both domestic use and fire protection.

The wastewater system has sufficient overall capacity for existing development, which is provided by an interceptor system including a 15-inch line in Comal Street. Depending upon the density and character of new development in the area, some upgrading and improvement of wastewater system may be necessary to support specific projects.

The Watershed Protection and Development Review Department documented existing conditions of the storm water drainage system and identified potential future needs and methods for addressing flood, water quality, and erosion issues. This information is detailed in the Appendix.
FINANCIAL ANALYSIS

Timing of Projects & Financing Public Improvements

Bay Area Economics (BAE) was retained by the City to evaluate the financial feasibility of TOD and to provide a recommended financing strategy to help support this type of development in station areas. A summary of the BAE findings is presented in the following paragraphs, and the full reports are presented in the Appendix. In addition, several of the implementation techniques addressed in Chapter 3 reflect the BAE recommendations.

The timing of new development projects in the Plaza Saltillo SAP will be determined by the interaction of private sector market-based decisions with City decisions on public improvements and investments (along with zoning requirements) to set the stage for change. The factors shaping this interaction include:

- **Market Demand** – The level of market demand for various types of TOD, as well as the sale prices and lease rates for new development.
- **Project Financial Feasibility** – Whether the cost of new TOD, including land, construction, parking, and financing allow developers to make a profit based on market sales prices and level of demand.
- **Public Investment** – The timing and amount of public investments in new infrastructure, streetscape and open space improvements, as well as support for affordable housing and new TOD catalyst projects to attract and support widespread new private investment in TOD.

These factors are dynamic, meaning that they evolve over time, and the SAP needs to be flexible to respond to continuing change. Market conditions go through cycles, affecting the feasibility of uses and projects at any particular time. Success with new TOD in an unproven area can greatly increase other developers’ interest in building TOD. Public investment, while essential, is always a challenge because of limited resources, and its timing is not necessarily tied to market cycles.

BAE evaluated the financial feasibility of various TOD projects to identify those that are feasible today, versus those that will likely await improvement in market conditions. The estimates also identified the financing needs for catalyst projects that have the potential to shift market conditions and attract other new development.

Based on the public investment needs for infrastructure, streetscape and open space improvements, affordable housing, as well as funding assistance for potential catalyst projects, BAE reviewed existing public finance tools and formulated new approaches to create a TOD financing strategy for making the necessary public investments.
Feasibility of Plaza Saltillo TOD Projects

BAE’s estimates show that live/work and residential wrap buildings, both for-sale and rental, are currently feasible in this area (as also evidenced by extensive development activity). Mixed-use podium projects, which are more expensive to build, are likely feasible only if they can go above the current 40 foot height limit, up to four stories of residential above ground floor commercial. Because this type of mixed-use development has not been previously built in the area, developers are likely to hold back until a successful project has been built. Public assistance for a successful catalyst project could help convince other developers to proceed with other mixed-use TOD projects, as well as provide additional retail.

Enhancing the Feasibility of TOD Projects

TOD projects have higher construction costs than less dense projects, and a planning objective to create them in locations with moderate market conditions may require support to offset these higher costs. There are various public actions that can be taken to enhance the feasibility of TOD projects, including:

- Create Parking Districts or other solutions to more efficiently share high-cost structured parking.
- Assemble development sites and sell or lease them at a discount to developers.
- Assist catalyst TOD projects, including those to create more affordable housing, through support for infrastructure costs, parking, or modifications of planning requirements to enhance project revenues.
- Build denser TODs, which provide affordable housing, in order to stimulate developer interest in creating other mixed-income and market-rate residential TOD projects.

Public Financing Strategy

Depending on the extent of new TOD, the value of various types of public investment in the Plaza Saltillo TOD Station Area along with MLK and Lamar Station Areas could range from $900 million to $1.6 billion or more. This level of new development would primarily be financed by private investment and would create substantial economic benefits, including new employment and property tax and other revenue for the City. However, public investment will be needed for infrastructure, streetscape and open space improvements, affordable housing, and catalyst projects to attract and support substantial levels of new private investment and realize the goals of the SAP.

The recommended financing strategy for public investment is a multi-layered one that uses new financing sources to capture the value of new development, new grant and fee funding sources, along with existing City programs and incentives. Key objectives for the public financing strategy include:

- Phased implementation of the SAP to match public investment to market interest and targeted opportunities;
- Minimal use of City General Fund or Capital Improvement Program funds to reduce competition with other priority projects;
- Shift public improvement costs, to the greatest extent possible, to new development projects; and
- Use all existing public finance tools authorized by law.
The largest potential source of funds would be through use of Tax Increment Finance (TIF), which uses the increase in property taxes resulting from new development to cover the costs of public improvements. TIF does not increase taxes for existing property owners. For the SAP, it is recommended that only a portion of available tax increment be used, with the remainder available for new public services and schools to support residents and businesses occupying new TOD.

Other potential public finance sources include use of a combination of: Homestead Preservation Districts; Developer Impact Fees; Austin Housing Finance Corporation programs for affordable housing; Federal and State grants; and Public Improvement Districts.

There is a range of issues that must be addressed in a future Financing Implementation Plan. The Plan would be created as more detailed development plans are prepared and total public financing needs can be estimated and matched with potential sources. The Plan should provide for a wide range of creative public/private partnerships to stimulate TOD projects, utilizing existing City departments as well as new staff resources.
2. CIRCULATION CONCEPT PLAN

Successful and functional community centers and transit service both rely on pedestrian environments that are safe and convenient with short walking distances, and have comfortable and stimulating surroundings. In addition to the design of development adjacent to the street (as noted above), this environment is also shaped by the design of the public realm, including public streets, sidewalks, and gathering places.

TOD streetscapes serve as walkable corridors that concurrently facilitate multi-modal transportation, including rail and bus travel, private auto traffic, walking, and bicycling. Where existing street design often regards roadways as simple conduits for the efficient movement of cars, station area streets are refocused on the need to provide a sense of place and pleasant environments for people. The Circulation Concept Plan is intended to complement the Land Use and Design Concept Plan by providing pleasant and convenient walking facilities, appropriate on-street parking, and amenities within the public street right-of-way and public places, such as street trees, landscaping, and plazas.

During the station area planning process, many participants expressed the desire to create an open TOD area that encouraged north-south travel from neighborhoods north of E. 7th Street and south of E. 3rd Street. By and large, Plaza Saltillo boasts an efficient interconnected network of streets, providing many opportunities for getting around the area and helping to disperse traffic. In addition, the existing alley network provides enhanced circulation opportunities by allowing for multiple access points. Charrette commentary included the desire to maintain the alley network throughout Plaza Saltillo to continue the present circulation patterns as properties redevelop.

There are some key locations where street and/or pedestrian connections were desired to complete this network and complement it by making it truly accessible not only to motorists, but especially pedestrians and cyclists. The Circulation Concept Plan illustrates where and how these connections could be made, especially to the station and the 11-acre Capital Metro site. This plan also describes where to direct public and private resources to implement streetscape improvements and designate priority bicycle and pedestrian routes.

Multi-modal Connectivity

The Circulation Concept Plan identifies the types of new connections that should be made to enhance vehicle, transit, pedestrian, and bicycle circulation throughout the area. It is important to note that anything labeled a “potential street” is conceptual. These suggestions may ultimately be moved or reconfigured when large sites go through the development review process or public improvement projects are initiated. The Regulating Plan contains block standards to ensure the creation of an internal street system, providing a comparable level of connectivity to the system shown in the Circulation Concept Plan.

Because the street system is well developed within the Plaza Saltillo station area, the Circulation Concept Plan illustrates a relatively small number of connectivity improvements. The Circulation Concept Plan depicts possible ways to provide additional connectivity, particularly for pedestrians. This plan does not imply that proposed streets and pedestrian improvements will be publicly built and maintained. Additional connectivity could certainly be provided with a private street network and public easements.

A multi-modal street connection of the north and south segments of Chalmers Avenue is identified to create smaller blocks and enhance pedestrian connections in the eastern portion of the station area. This would create a new Pedestrian Priority Street. In addition, a new TOD Local Street connection is proposed on the Capital Metro property to bridge the gap along San Marcos between E. 4th and 5th Streets. If these two additional streets are introduced to the area, the connectivity within the TOD would be optimal, providing a highly efficient transportation network to disperse traffic and promote walking as there are many route choices available to reach a destination.
E. 7th Street will continue to function as the most significant thoroughfare in the area. With the pedestrian and bicycle improvements indicated in this Plan, E. 7th Street could offer a very functional and pleasant travel experience for all users. A Corridor Concept Plan for E. 7th was produced in 2002 that covers the segment from IH-35 to Pleasant Valley Road. The goals of the exercise were to create a plan that improved safety for vehicles and pedestrians along this road and improved its appearance and aesthetic quality. A summary of the plan can be found in the Appendix. In concert with the E. 7th Street Corridor Concept Plan, work is being done from Chicon Street to Pleasant Valley. No projects or design/engineering work are completed or currently planned for this section of E. 7th Street between IH-35 and Chicon Street. As a complement to the Plaza Saltillo TOD Station Area Plan, the E. 7th Street Corridor Concept Plan will be a valuable resource when a street improvement project along this segment is identified. The appendix also includes public art and color examples that were produced for the Corridor Concept Plan to be incorporated on the section east of Chicon Street. A continuation of the materials, artwork, landscaping, and general color scheme is desired to create a coherent and consistent theme and distinct identity for the entire length of E. 7th Street from IH-35 to Pleasant Valley.

Bicycle and Pedestrian Access

Several pedestrian connections are included in the Circulation Concept Plan to provide the desired north-south connectivity described previously and to complement the abundant east-west routes already in existence. These connections are important as they break-up the larger block structure between E. 4th/6th and Comal/Chicon and also through the Capital Metro site between E. 4th and 5th Streets. Providing these connections would enhance and complete the existing circulation network in this area and provide pedestrians and cyclists with more options to navigate through the area. In addition, when a street improvement project for E. 7th Street is initiated, a study to determine efficient and safe pedestrian and cyclist crossings should be conducted and infrastructure improvements identified. There is a long expanse of E. 7th Street (between IH-35 and Lydia Street) that is difficult and dangerous for pedestrian and cyclists to cross because there are no crosswalks or traffic signals present.

Paseos are proposed in key locations to serve a dual transportation and open space function. As described more fully in the open space section, they are designed to be pedestrian places that provide connections through the neighborhood as well as potentially providing public open space. Paseos are shown to provide future pedestrian connections as shown on the Circulation Concept Map on Medina and Attayac Streets. They are strongly encouraged, with new development between Comal and Chicon Streets to break-up the large block structure that dominates the eastern portion of the TOD.
In addition to the crossings along E. 7th Street, a project should be undertaken to improve pedestrian and bicycle crossings of the IH-35 access road at E. 4th Street. This was a recurring theme at the charrettes. Even though there is provision for walkers and cyclists in between the access lanes and under IH-35, traversing this area can be very dangerous and difficult due to high traffic volumes and speeds. Solutions could include pedestrian activated signals, safety luminaires, and/or raised/textured pedestrian crosswalks at E. 4th Street across both northbound and southbound access lanes. In order to facilitate pedestrian and bicycle movement between East Austin and downtown, and to leverage the City’s investment in the Lance Armstrong Bikeway (discussed below), the IH-35 barrier needs to be addressed by improving the safety, efficiency, and appearance of this crossing.

This area is part of a widely used bicycle corridor in and out of the Downtown via the E. 4th Street underpass. There are numerous street options to choose from as a cyclist, with most streets being relatively tame due to their small size and traffic volume. However, bicycle improvements are recommended at key locations in the area to further improve bicycle access and safety and encourage ridership. Currently, only Chicon Street south of E. 7th Street contains a dedicated bicycle lane. In the immediate Plaza Saltillo TOD area, the Austin Bicycle Plan recommends a bike lane along E. 7th Street and also a continuation of the Chicon Street bike lane north of E. 7th Street. This plan also recommends that bike lanes be included, if feasible, along Waller and Comal Streets to form an interconnected network of bicycle facilities.

In addition, the Lance Armstrong Bikeway has been designated along E. 4th and 5th Streets through the Plaza Saltillo TOD. The current improvement consists of signage. However, upon redevelopment of the land owned by Capital Metro, a more significant improvement is envisioned. The potential design could include a tree-lined dedicated space for the Lance Armstrong Bikeway that would parallel a portion of the realigned railway line on E. 4th Street, gradually connecting with the E. 5th Street alignment of both rail and the bikeway.
Sidewalk Standards Based on Roadway Type
As described previously, there are three roadway types within the station area – TOD Core Transit Corridors, TOD Pedestrian Priority Streets, and TOD Local Streets. This Station Area Plan applies many of the street design standards (sidewalk widths, clear zones, parking zones, etc.) from *Subchapter E: Design Standards and Mixed Use* and tailors them to the TOD Core Transit Corridors, TOD Pedestrian Priority Streets, and TOD Local Streets designated in this Plan. These requirements call for sidewalk widths of 5 to 15 feet, street trees, and a certain level of building frontage brought up to the sidewalk. Specific requirements for each roadway type are provided in the Regulating Plan.

Streetscape Prototypes
The project team chose to focus on providing street cross section prototypes for E. 5th, E. 7th and Comal Streets as sample designs for streetscape improvements that are consistent with their designation as either a TOD Core Transit Corridor or TOD Pedestrian Priority street. The curb-to-curb widths vary according to the existing and anticipated traffic volumes, and they have 15- or 12-foot wide sidewalks respectively. E. 7th Street is intended to have bicycle lanes, consistent with the *Austin Bicycle Plan*. These streets are further described in Chapter 3.
Rail Alignment
When MetroRail service begins, it will utilize the existing Capital Metro rail tracks that are seen today in the Plaza Saltillo TOD. However, the rail line bisects the 11-acre Capital Metro site, which could present redevelopment challenges because of the existing irregular parcel sizes on either side of the tracks. As a result, Capital Metro commissioned a rail realignment study during a recent master planning process of the site. Based on the results, the preferred option for future rail realignment is along E. 4th Street. Capital Metro views this realignment as the most viable option from a safety, bus and rail operations, land use, and on-street parking perspective. It should be noted that during Capital Metro’s master planning process, which finished in 2006, and this station area planning process, there was a desire by some participants to locate the tracks along E. 5th Street. This alternative was considered by Capital Metro’s consultants, but for the reasons stated above, E. 4th Street was determined the safest and least intrusive option. There is no current funding or plan to relocate the rail line; it may be an infrastructure improvement made by a future developer of the site.
3. OPEN SPACE AND TRAILS CONCEPT PLAN

Well designed, accessible, and integrated open space and urban landscape systems are critical to the success of the station area plans. The higher density and compact character inherent of TOD calls for an open space approach that recognizes the importance of open space to TOD inhabitants, employees, and visitors and surrounding residents alike. TOD mixed-use and commercial uses should include: plazas and private open space, storm water gardens and landscapes, landscape methods to reduce urban heat island effects, water efficient landscapes, and on-site renewable energy systems, all conveniently accessible to pedestrians and bicyclists. Likewise, residential districts should be in close proximity to open space with pocket parks or community greens to serve the various open space needs at a local level. Depending on the TOD context and environmental conditions, a more significant, broader reaching open space element such as a community park, garden, or trail network could be very appropriate.

The open spaces designated on the Open Space and Trails Concept Plan do not indicate the exact location, type, or amount of open space that must be provided as part of a private development. Until development begins to occur and/or public projects are initiated, the exact details on type, location, and amount of open space cannot be defined. Depending on individual site conditions and constraints, open space may deviate from what is depicted in the Open Space and Trails Concept Plan. The City of Austin Parkland Dedication Ordinance ensures that all private development residential projects required to submit a site plan contribute to park needs either on-site or by paying a fee into a parks fund. Some of the potential open space elements represent projects that would most likely need to be implemented by the City as they may not be part of any particular private development project.

Existing and Planned Facilities

Residents and employees around Saltillo Plaza currently enjoy three developed parks - Plaza Saltillo, Comal Park, and the open space and play facilities at the Pan American Recreation Center. In addition, a new park space, called Velasquez Plaza, is being developed along a vacated portion of Medina right-of-way between E. 5th Street and the alley. This is intended to provide north-south access and passive recreation space in a colorful and playful environment. It will also serve as one of the “stops” along the Tejano Trail of Music, an Arts in Public Places project that consists of a walking trail featuring the work of Austin area artists commemorating local Tejano musicians. The Tejano Trail is predominantly on the eastern portion of the Town Lake Hike and Bike Trail and the art work is proposed to be located at Festival Beach, Festival Garden’s Pavilion, Donley Park, Velasquez Plaza, the Mexican American Cultural Center, and the Montelongo Overlook.
TRANSIT ORIENTED DEVELOPMENT STATION AREA PLANNING

OPEN SPACE CONCEPT PLAN

LEGEND

- STREETS
- POTENTIAL STREETS
- GREEN EXISTING CITY PARKLAND
- POTENTIAL OPEN SPACE
- PEDESTRIAN CONNECTIONS (POTENTIAL PASEOS)
- PLAZA SALTILLO
- SALTILLO DISTRICT REDEVELOPMENT AREA (Capital Metro)
- GREEN EXISTING BIKE LANES
- LIGHT GREEN RECOMMENDED BIKE FACILITY IN AUSTIN BIKE PLAN
- RED LANCE ARMSTRONG BIKEWAY (LAB)
- LIGHT RED POTENTIAL FUTURE REALIGNMENT OF THE LAB
- DASHED RED POTENTIAL FUTURE REALIGNMENT OF RAIL LINE
- BLACK TOD DISTRICT BOUNDARY
- BLACK METRORAIL STATION

1/4 mile radius around station

1/7 mile radius around station

TRANSIT ORIENTED DEVELOPMENT STATION AREA PLANNING
Open Space Concept

Overall Strategy
It is important to include parks and open space to complement higher density development. In addition, green corridors and pedestrian-friendly streets should provide pleasant, convenient, and safe connections between neighborhoods, parks and open spaces, and transit. The Plaza Saltillo Open Space and Trails Concept Plan proposes a pocket park and paseo parks in key locations. These are conceptual and are shown to illustrate the potential placement of green elements to soften the edges of the built environment. The open space concept portrays the approximate amount and location of open space with the understanding that the final location and design will be determined as redevelopment occurs. Because the amount of parks and open space is linked to the density of new residential development, the amount of required parkland dedication will vary, and the location will depend upon site conditions and constraints. Open spaces could be developed on other sites within the Plaza Saltillo Station Area as redevelopment occurs. However, due to the lack of large, undeveloped parcels (apart from the Capital Metro site) and city-owned land, potential open space locations are challenging to define at a planning level.

Capital Metro, in concert with the City of Austin, hired Roma Design to develop a Saltillo District Redevelopment Master Plan for its 11-acre property located immediately west of the Plaza Saltillo Station, between E. 4th and 5th Streets. This plan, commonly referred to as the “ROMA plan”, calls for a community center and offices located on the block immediately west of the Plaza Saltillo Station. The ROMA plan also shows a storm water treatment area on the west side of Navasota Street and a slender, triangular open space west of Attayac Street and north of E. 4th Street. All of these open areas would link-up with the Lance Armstrong Bikeway. This arrangement would offer a pleasant series of open spaces to complement the Plaza Saltillo station area. However, public comments during the planning process clearly supported creating open spaces that would be usable for active recreation. The city should work with Capital Metro and the neighborhoods to determine the appropriate configuration of parks and open space in this area west of the station.

Open Space Concept Elements
A pocket park, with a minimum size of half an acre, is recommended on the eastern portion of the Capital Metro property. Ideally, it should be immediately west of the Plaza Saltillo Station. This would further promote public activities related to the station, Plaza Saltillo, the Lance Armstrong Bikeway, the envisioned community center, and this park would be mutually supportive. Most important, it would create the critical mass necessary to establish a pleasant and active center for the Plaza Saltillo Station Area and the surrounding neighborhoods.

The ideal location for a pocket park may change as the Capital Metro rail alignment and development program for the property are more specifically defined. However, the park should have the following attributes:
- A minimum size of 0.5 acre;
- Configuration and design for active recreation, especially for children; and
- A location that is east of the Attayac Street paseo, which allows for visual and walking connection with the public spaces and civic uses adjacent to the Plaza Saltillo station.

This Plan also recommends the idea of creating an on-street pathway down Comal Street, connecting the rail stop and the Station Area with Lady Bird Lake and the Town Lake Trail system. Ideally, ample sidewalks and a bike lane would be elements of such a route, but appropriate signage could be sufficient as a wayfinding device and to publicize the presence of the path and connection. This could serve as a way to encourage people to use transit to access recreational amenities.
Paseo Parks (Paseos)
The paseo concept was originally proposed in the ROMA plan. Paseos, which are designed for people rather than cars, provide public gathering places. Paseos are intended to be tree-lined, linear open spaces that in addition to providing access to pedestrian and cyclists, offer a park-like setting. They typically would be aligned with street right-of-way. Depending on community desires, they may include play areas for families with small children, open green space for passive or recreational use, benches, fountains, interactive water features, etc. Generally, there was broad public support to include the paseos, as a way achieve both open space and connectivity goals.

This Plan is supportive of the paseos proposed in the Roma Plan on Medina and Attayac Streets between E. 4th and 5th Streets. Onion Street is proposed to serve as a plaza or paseo immediately west of the station. This concept is carried forward in this plan as well. In addition, because the block structure in the eastern portion of the TOD is larger than the rest of the Station Area and circulation is less efficient, the paseo concept is carried over to this end and recommended for its open space and pedestrian connectivity benefits. A paseo, or a series of paseos south of E. 7th Street aligned with Concho Street and between Chalmers Avenue and Chicon Street are encouraged. Because of existing development and the presence of a significant number of small properties, provisions in the Regulating Plan aim to encourage creation of paseos as properties redevelop.
CHAPTER 3
IMPLEMENTATION
IMPLEMENTING THE PLAZA SALTILLO TOD STATION AREA PLAN

MAKING THE PLAN REAL

The adoption of the Plaza Saltillo TOD Station Area Plan (SAP) will not automatically implement the Vision articulated in Chapter 2. It is the first of many coordinated steps, which will need to be made over several years. The implementation of this plan along with other transit-oriented developments surrounding the proposed Capital MetroRail stations is expected to support ridership on Capital MetroRail and take full advantage of this public transit investment and the development potential of the station area. Successful implementation of the plan will require a strong partnership between Capital Metro, the City, other government agencies, the private sector, and the community.

UNDERSTANDING THE MARKET

Assessment
To better understand market trends, Capital Metro retained Economics Research Associates (ERA) to conduct an assessment of economic trends, land values, and real estate markets in the Austin area. This assessment also considered the transit-oriented development potential of three transit station locations including Plaza Saltillo, North Lamar/Justin, and MLK. An initial evaluation was completed in 2006, and an updated analysis was completed in 2007 to respond more fully to station area planning activities. Conducting a market assessment is an important step in creating the station area plan because it helps frame the planning discussion by focusing on possible development scenarios which are plausible for the station area. It helps the public and the City understand how to focus their collective planning energies in a direction that has a good chance of being realized.

The assessment indicated that the regional economy is strong and is expected to remain so. A diverse employment base, talented labor pool, and quality of life in the region receive much of the credit for the city’s prosperity and popularity.

Development Potential in the Plaza Saltillo Station Area
As part of its analysis, ERA identified the Plaza Saltillo station area’s strengths and opportunities along with challenges and constraints for transit-oriented development, which include:

Strengths & Opportunities
- **Location** – The Plaza Saltillo station will be only one stop north of Downtown Austin on the commuter rail line. It is located just one mile east of Downtown, allowing it to capture much of the spillover in housing, office, and retail development.
- **Master Planning Process** – The Saltillo District Redevelopment Master Plan for the 11-acre Capital Metro site provides a solid guide for a mixed-use transit village, with housing, retail, office and other community-oriented uses.
- **Recent development activity** – New housing and commercial projects in the neighborhood indicate that there is strong interest from private developers.
• **Ability to attract Austin’s “creative class”** – As mentioned above, Austin has an abundance of “creative” workers, who demand high-quality, urban-style housing, preferably in neighborhoods offering culture and diversity. Plaza Saltillo’s proximity to the Warehouse and 6th Street entertainment districts, as well as other cultural attractions, makes it a particularly strong location to attract this market segment.

• **Lance Armstrong Bikeway** – The City has begun to develop a six-mile bike route from U.S. 183 in East Austin (along E. 5th Street) through Downtown (along E. 4th Street) and ending at Lake Austin Boulevard and Veteran’s Drive. The bikeway will add a new amenity to East Austin and create a strong connection to Downtown and Town Lake districts.

**Challenges & Constraints**

• **Disincentives for high-density development** – The Austin TOD Ordinance creates affordable housing requirements for projects that exceed existing height entitlements, which may be a disincentive for private developers to build at higher densities. More affordable housing units and ridership can be generated with a higher density program. However, the TOD Ordinance specifies that a station area plan may not increase height outside of the 11 acres owned by Capital Metro, and if height is increased on this site, the affordable housing goals must be met.

• **Community Support** – As land values continue to increase in East Austin, some households are in danger of being displaced. This dynamic has created opposition to new development from existing residents and community activists fearing gentrification.

• **Rail line realignment** – Without the realignment of the rail line, real estate development potential on the Capital Metro 11-acre site is limited.

• **Parcel size** – More parcels should be created from the large super-blocks in order to encourage finer grain, pedestrian-scale development.

**Development Program**

Based upon the regional economy and the characteristics of the area around Plaza Saltillo, the ERA analysis yielded a summary of development potential for the Plaza Saltillo TOD.

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<th>HIGH</th>
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IMPLEMENTING THE PLAN ELEMENTS

Creating the Plaza Saltillo TOD Station Area Plan is the starting point for realizing the Vision expressed by the public. Experience from successful planning programs consistently demonstrates the importance of strong partnerships between all levels of government, the transit agency, the private sector, and the community. Working together helps bring about quality development and strong neighborhoods. In addition, the ERA findings and other market information will be important to acknowledge as the implementation work moves forward.

I. Form a TOD Working Group

The City of Austin should form a “Working Group” including various city departments, Capital Metro, neighborhood representatives, and key members of the private sector. The working group’s primary focus should be to span jurisdictional and agency boundaries to facilitate collaboration and guide the implementation of transit-oriented development in the Plaza Saltillo TOD and other station areas along the Capital MetroRail line. Ideally, the members of the committee should have the authority to speak on behalf of their respective organizations and make decisions.

This group should meet regularly, with support from a technical committee of agency staff responsible for day-to-day management of the implementation strategy and individual tasks and projects. Other interests or subcommittees for individual station areas could also be included and formed depending upon the desires of the participants. What is of the utmost importance is to have a focused and organized implementation strategy for each station area.

II. Prioritize and Implement Action Items

The first order of business for the working group should be to evaluate and identify specific action items for implementation, which are based upon the recommended projects and activities in this section. The recommended lists and descriptions represent the major activities and projects to undertake pertaining to:

- Planning and Administration
- Transit-Oriented Development Catalyst Projects
- Circulation and Streets
- Open Space and Trails
- Supporting Infrastructure

Recommended activities and projects are presented for each of the five facets of the implementation program noted above followed by a description of what should be done along with the lead party responsible for accomplishing the identified task. The recommendations are intended to provide a “checklist” of a series of tasks that will move the station area plan from concept to reality.
ACTION ITEMS

Planning and Administration

PA1  Adopt the Plaza Saltillo TOD Station Area Plan and TOD Regulating Plan.
Chapter 2 of this report constitutes the Plaza Saltillo Station Area Plan. The Vision and the key plan elements are all described and depicted on the plan maps for land use and design, circulation, and open space. These should be adopted along with the Plaza Saltillo TOD Station Area Regulating Plan. The Regulating Plan, which is an element of the overall Station Area Plan, will replace the current zoning in the station area and Subchapter E: Design Standards and Mixed-Use.

PA2-4 Amend affected Neighborhood Plans. Each neighborhood plan affected by the Plaza Saltillo TOD Station Area Plan should be amended to include a TOD designation on the future land use map and make reference to the plan and the Regulating Plan for the properties within the TOD district.

PA5  Formation of a TOD Working Group. Formation of the Working Group described above will be a critical element for the plan’s success. Because implementation of the station area plan consistent with TOD design principles will require synchronized public agency and private sector actions, the development of strong working relationships, enhanced coordination, and community involvement will be essential. Many of the Plan’s activities and projects should be managed by this group to promote efficiency and timely progress on implementation.

PA6  Dedicated Staff. A city staff position should be created to work exclusively on implementation of the station area plans. Duties could include:
- Informing property owners about the Plaza Saltillo Station Area Plan, TOD zoning regulations, and opportunities for redevelopment.
- Identifying property owners interested in redevelopment and facilitate information exchange between property owners regarding such issues as property assembly.
- Pursuing funding opportunities for implementation of the Station Area Plan recommendations and infrastructure improvements.
- Reviewing TOD projects that are seeking alternative equivalent compliance.
- Reviewing and approving Project Circulation Plans.
- Aiding Rails with Trails project implementation by proactively working with property owners to seek trail easements in areas where the Capital Metro right-of-way is inadequate.
- Assisting property owners in providing affordable housing as part of their development and providing funding information.
- Coordinate TOD Working Group

PA7  Urban Design Division in the Development Review Process. Development review of TOD projects should include Urban Design Division staff to review and approve Project Circulation Plans and address any requests for alternative equivalent compliance.

PA8  Prioritization of TOD Projects. This Station Area Plan recommends prioritizing projects in and around the TOD on the General Obligation Bond CIP list, for grant funding, and/or for the potential establishment of special financing districts to respond to the higher level of development desired in the area. Sidewalk, bicycle and street/intersection improvements in and around the TOD are especially important to provide safe and efficient access to and through the area.
PA9  TOD Financing Strategy and Tools. The plan for this station area is designed to leverage the CapMetro transit investment by encouraging supportive development surrounding the station. The benefits of TOD have been documented, however, creating successful TOD is not without significant challenges, which require public action and investment before the desired urban development may be realized. Bay Area Economics (BAE) provided a report, which describes TOD financial feasibility and financing strategies and tools that are the most promising for the Austin station areas. This is summarized in Chapter 2 and located in the Appendix. BAE advises that public investment will probably be necessary to stimulate the much larger investment expected by the private sector. Public attention regarding affordable housing, public infrastructure, and catalyst projects should be considered as outlined in the BAE memorandum. Several of the implementation actions in the following sections are included in response to the BAE recommendations. An important assignment for the Working Group will be to review the BAE information and recommendations to develop a financing strategy and set of supporting tools.

Financing elements recommended by BAE include:
- Adopt a phased implementation strategy for the TOD Plan that matches public investment to targeted areas and market interest in new development
- Minimize reliance upon City General Fund or Capital Improvement Program funds to reduce competition with other priority projects;
- Make new development cover, to the extent feasible, a significant portion of the costs of public capital improvements, including upgrades to water and wastewater systems; and
- Utilize all existing public finance tools as currently authorized by law.

Specific public financing tools recommended in the BAE report to foster the implementation of TOD include:
- Homestead Preservation District
- Tax Increment Finance (TIF) Bonds
- Developer Impact Fees
- Austin Housing Finance Corporation
- Federal/State Grants
- Public Improvement Districts

PA10  Monitor Implementation Effectiveness. The Working Group should monitor the effectiveness of the implementation elements of this station area plan and recommend changes to them as appropriate. This could include amendments to the plan itself, amending the Regulating Plan to make it more effective, and the financing strategy and tools. A review should occur at least annually.
### Plaza Saltillo SAP Action Chart 1: Planning and Administration

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<td>Create an interdepartmental and interagency TOD working group whose mission is to facilitate development in TOD districts.</td>
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**Active mixed-use street**  
**Intimate public space**  
**Festival public space**
Transit-Oriented Development Catalyst Projects

**TOD1 Catalyst Site Owners.** The Working Group should establish a cooperative relationship with the owners of potential catalyst sites. The objective should be to identify how the parties can provide mutual assistance to initiate these critical first development projects. In particular, public assistance that would be beneficial to catalyst projects and the community generally should be identified and evaluated.

**TOD2 Apply Finance Strategy and Tools.** The Working Group should determine which specific financing strategy elements and tools (PA9 above) should be utilized to advance TOD catalyst projects with the goal of stimulating interest in overall TOD. This should be done with developers, property owners, and government agencies to develop the correct mix of incentives to promote TOD in the station areas.

**TOD3 Create a TOD Catalyst Project.** Developing a TOD pilot project will be an important way to create development interest in the station area. To the extent possible, such a project should include housing types not commonly found in Austin, but appropriate for the station area (such as higher density single family or mixed-use residential). It should include affordable housing. A catalyst project could also include the implementation of a key infrastructure or streetscape project, as described on subsequent pages.

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**PLAZA SALTILLO SAP ACTION CHART 2: TRANSIT ORIENTED DEVELOPMENT**

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<td>TOD3</td>
<td>Create a TOD catalyst project.</td>
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Pedestrian Streetscapes
Urban Park
Streetcar on main road
Circulation and Streets

CS1  E. 7th Street Improvements.
A street and streetscape project to improve safety, encourage pedestrian and bicycle activity, and enhance general neighborhood appearance will typically encourage private investment on adjoining properties. E. 7th Street should be improved to better define the right-of-way, which currently boasts very wide outer lanes, and to create a positive change to its character and encourage private investment, in addition to enhancing an important route that traverse the Plaza Saltillo TOD and connects to key streets that lead to the core of the Station Area.

E. 7th Street is designated as a TOD Core Transit Corridor. Figure 2.1 illustrates a fully developed streetscape consistent with this designation, including the following elements:

- Four vehicular travel lanes (wide enough to support bus operations) separated by a landscape median.
- Bike lanes.
- On-street parallel parking on both sides of street, except at bus stops.
- Minimum 15-foot wide sidewalk with a 7-foot clear zone.
- Street lighting.
- Pedestrian crosswalks and signals at more frequent intervals.
- Street tree plantings at back-of-curb locations.
- Plantings or moveable planters.
- Street furniture and other pedestrian amenities.

Current right-of-way along this section of E. 7th Street, which ranges from 75-80 feet, is not sufficient to accommodate all of the suggested improvements below. Additional right-of-way or easements would need to be provided.
**CS2 Comal Street Improvements.** Comal Street provides an important north-south connection immediately adjacent to the station. Because of this strategic location, it is designated a Pedestrian Priority Street and should have an improved streetscape to provide a pleasant pedestrian route to the Plaza Saltillo Station. In addition, it could function as a key pedestrian and bicycling route from the Plaza Saltillo transit stop and Station Area to Lady Bird Lake and the Town Lake Trail system.

Comal Street is designated as a TOD Pedestrian Priority Street. Figure 2.2 illustrates a fully developed streetscape consistent with this designation, including the following elements:

- Two vehicular travel lanes (wide enough to support bus operations).
- Possible traffic calming improvements.
- On-street parallel parking on both sides of street, except at bus stops.
- Minimum 12-foot wide sidewalk with a 5-foot clear zone.
- Street lighting.
- Pedestrian crosswalk and signal location and design.
- Street tree plantings at back-of-curb locations.
- Plantings or moveable planters.
- Street furniture and other pedestrian amenities.
- Add bicycle lanes

Current right-of-way along this section of Comal Street, which is approximately 60 feet, is not sufficient to accommodate all of the suggested improvements below. Additional right-of-way or easements would need to be provided.

**FIGURE 2.2 CROSS SECTION OF COMAL, E 5TH AND E 6TH STREET**
E. 5th Street Improvements. E. 5th Street provides an important east-west connection with direct access to the station. It is designated as a Pedestrian Priority Street and it should have an improved streetscape to provide a pleasant pedestrian route to the Plaza Saltillo Station. Because portions of E. 5th abut the rail stop and the tracks on the south side of the street, street improvements will need to fit the specific conditions of each section of the street. It may be challenging to provide on-street parking next to the rail line (assuming there is substantial right-of-way) and at and near the station itself clear and convenient bus access will be needed. Creative solutions may be called for to implement bicycle and sidewalk amenities along certain portions of E. 5th Street.

E. 5th Street is designated as a TOD Pedestrian Priority Street. Figure 2.2 illustrates a fully developed streetscape consistent with this designation, including the following elements:

- Two vehicular travel lanes (wide enough to support bus operations).
- Possible traffic calming improvements.
- On-street parallel parking on both sides of street, except at bus stops (unless not feasible due to presence of rail station and/or track).
- Minimum 12-foot wide sidewalk with a 5-foot clear zone (at least on the north side).
- Street lighting.
- Pedestrian crosswalk and signal location and design.
- Street tree plantings at back-of-curb locations.
- Plantings or moveable planters.
- Street furniture and other pedestrian amenities.
- Bike lanes (east of Comal) in implementation of the Lance Armstrong Bikeway.

Current right-of-way along E. 5th Street in the TOD, which ranges from 65-70 feet, is not sufficient to accommodate all of the suggested improvements below. Additional right-of-way or easements would need to be provided. Figure 2.3 illustrates the streetscape to the east of the transit station (i.e. east of Comal Street), where due to ROW limitations, elements such as the sidewalk, bike lanes and/or on-street parking may be optional.
CS4 Parking and Traffic Management Strategy. The Plaza Saltillo TOD Station Area is designed for transit, pedestrian, bicycle, and kiss-and-ride access, but park-and-ride facilities will not be provided. Due to concerns that people will drive to the station and park in surrounding neighborhoods, a monitoring system to assess the parking situation should be implemented, possibly by the Working Group. If it is determined that a problem exists, a management plan should be developed to addresses the situation. The plan could allow for local residents and visitors to park during the day, while discouraging commuters from parking on neighborhood streets. Likewise, concerns regarding cut-through traffic to adjacent neighborhoods should be monitored and improvements identified if a problem exists. Circulation system improvement projects noted in this section will complement these efforts by making walking and bicycling a more attractive option.

CS5 E. 4th Street Improvements. E. 4th Street is designated as a TOD Local Street. It needs significant improvement to facilitate pedestrian circulation. This improvement should be established on a district level to create a consistent design theme for development along the street.

CS6 E. 6th, Waller, and Chicon Street Improvements. As TOD Pedestrian Priority Streets, E. 6th, Waller, and Chicon Streets should be improved with ample sidewalks and other pedestrian amenities. Ideally, bike lanes should be included on Waller Street as recommended in the Austin Bicycle Plan. These improvements should be established on a district scale in order to create a consistent design theme for development along these streets.

CS7 Chalmers Avenue and San Marcos Street extensions. These new street connection, as shown in the Circulation Concept Plan, should be provided as development and redevelopment occurs. Chalmers Street is especially critical because a north-south access is lacking between Comal and Chicon Streets – a distance of over 1,300 feet. Because of its importance for pedestrian circulation, Chalmers Street should be improved as a TOD Pedestrian Priority Street to enhance circulation and access in this portion of the TOD district.

CS8 Pedestrian Connections - Paseos. Pedestrian connections, in the form of paseos are shown in the Circulation Concept Plan. The paseos shown on Medina, Attayac, and Onion Streets should be provided as development and redevelopment occurs. Similar connections, which are roughly aligned with Concho Street and Huston-Tillotson College, are also supported to break-up the large blocks that are present between Comal and Chicon south of E. 7th. It is possible that the provision of a paseo during development could count toward parkland dedication requirements. The Parks and Recreation Department would make that determination on a case-by-case basis during the development review process.
CS9  **Rail Realignment.** Capital Metro may determine that a realignment of the rail line through its 11-acre site is financially and technically feasible. If so, the rail line would be moved from its current mid-block location (between Onion and IH-35) to an off-street placement along the north side of E. 4th Street. The City should work closely with Capital Metro to ensure the rail re-alignment allows for effective development of the site and consistency with the Open Space Concept Plan.

CS10  **IH-35 Access Road Improvements at E. 4th Street.** Pedestrian and bicycle activity needs to be safe and attractive at this location. It is currently a dangerous and unappealing area on both sides of the Interstate. Solutions could include pedestrian activated signals, safety luminaires, and/or raised/textured pedestrian crosswalks at E. 4th across both northbound and southbound access lanes.

CS11  **TOD Projects as part of TIA Improvements.** As part of the evaluation the Austin Traffic Impact Analysis (TIA) program, an amendment of Section 2.3.5 of the Transportation Criteria Manual, “Recommendation on Roadway Improvements and Traffic Control Modifications”, to allow for infrastructure projects (including bicycle, trail, pedestrian, and street/intersection improvements) is recommended to allow an adopted station area plan to qualify for required improvements through the TIA process.

Note: These images are for illustrative purposes only, the Regulating Plan standards need to be complied with.
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<td>connectivity between blocks.</td>
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Open Space and Trails

**OS1 Provision and Funding of Parks and Open Space.** As part of this implementation program, the envisioned park and open space improvements are generally expected to be provided via existing parkland dedication requirements. Because open space is such an important element of compact, high density development areas, on-site open space provision generally in the form of pocket and/or linear parks, trails, and plazas are recommended. If it is either impossible or unrealistic that parkland be provided on-site, parkland dedication fees generated in a TOD are recommended to be spent within the TOD or in the immediate vicinity with the Open Space Concept used as a guide.

**OS2 Pocket Park.** As illustrated on the Open Space Concept, a pocket park is recommended immediately west of the Plaza Saltillo station. The key consideration is providing a park with sufficient area to allow active recreation, especially for children. The designated staff person and the Parks and Recreation Department should work with Capital Metro in determining the location and improvement program for this park as development plans for the 11-acre Capital Metro site move forward. This park is especially critical because the Capital Metro property represents one of the few, or perhaps the only, site where application of the City’s parkland dedication requirements would actually yield a sizable park site.

**OS3 Paseo Parks.** As illustrated on the Open Space Concept Plan, paseos are recommended in three locations (Medina, Attayac, and Onion) consistent with the ROMA plan. The City should work with Capital Metro in determining how and when these paseos should be implemented. Between Comal and Chicon Streets paseos are encouraged with redevelopment and this Plan recommends that they count towards City Parkland Dedication requirements, although the Parks and Recreation Department will make the determination on a case-by-case basis during the development review process. The designated staff person and the Parks and Recreation Department should work with property owners and developers to encourage creating paseos as part of development projects.

**OS4 Improvements to Existing Parkland.** The Parks and Recreation Department should keep abreast of redevelopment within the Plaza Saltillo TOD to the type of improvements that are needed to Comal Park and the open space area at the Pan Am Recreation Center as a result of new residents to the area.

**OS5 PARD Integration.** Parks and Recreation Department (PARD) staff should be formally integrated into the development review process of all subdivision and site plan applications that fall within the boundaries of the Plaza Saltillo TOD so that open space opportunities may be analyzed and explored early on.

**OS6 Lady Bird Lake Destination Pathway.** An on-street destination pathway along Comal Street is recommended to promote a connection between the rail stop and the Station Area with Lady Bird Lake and the Town Lake Trail system. Ideally, ample sidewalks and bike lanes would be elements of such a route, but appropriate signage could be sufficient as a wayfinding device and to publicize the presence of the path and connection.
### Plaza Saltillo SAP Action Chart 4: Open Space and Trails

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#### Neighborhood park
- [Image]

#### Paseo or pedestrian street
- [Image]

#### Park with pedestrian path
- [Image]
INFRASTRUCTURE

I1 Comprehensive Utility Upgrades. Capital Improvement Projects (CIP) should be accomplished in a comprehensive manner that coordinates street reconstruction projects with other utility upgrades. A process should be established that examines all future public infrastructure needs when planning Capital Improvement Projects within and around the Plaza Saltillo TOD. An example would be replacement of undersized or old water or wastewater lines in conjunction with a street improvement project.

I2 Water System Improvements. To help stimulate development in the Plaza Saltillo Station Area, localized low pressure and/or low fire flow areas should be identified and prioritized for improvement to meet anticipated future demand.

I3 Wastewater System Improvements. To the extent possible, the Austin Clean Water Program (AWCP) should give high priority to wastewater improvements of strategic importance to enable development of key sites in the Plaza Saltillo Station Area. Special attention should be given to determining the wastewater impact of future development, and whether system upgrades will be necessary.

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AFFORDABLE HOUSING

As part of the Station Area Planning process, consultant Diana McIver and Associates (DMA) prepared a report evaluating the feasibility of achieving the TOD affordable housing goals. The implementation items below are based on DMA’s final report (an executive summary of the report is on the following pages).

AH1 Encourage affordability via development bonuses.
Development bonuses are an appropriate tool for encouraging the development of affordable units in TOD areas, while also encouraging transit-supporting density levels. Development bonuses with affordability requirements are recommended for waivers of both density and height requirements.

AH2 Provide gap financing with General Obligation Bonds and other sources.
DMA has indicated that affordable housing developments located in TOD areas will require City subsidies in order to reach the TOD affordability goal, including those developments which utilize other public subsidies. The DMA Report has identified potential sources of gap financing that may be available to applicants on a case-by-case basis, which include City of Austin General Obligation (G.O.) bond funds. Projects within TODs submitting applications for G.O. bond funding should receive additional points as part of the scoring process.

AH3 Allow fees in-lieu of building on-site affordable housing in limited circumstances.
Allowing developers to pay a fee in-lieu of providing affordable housing on-site can be a useful tool in some instances, especially for non-residential projects that would like to take advantage of a development bonus. Any fee-in-lieu funds paid to fulfill an affordable housing requirement in a TOD development should be utilized for the financing or production of affordable units located within or near the TOD area.

AH4 Encourage and support Low Income Housing Tax Credit projects.
DMA’s analysis indicates Low Income Housing Tax Credit developments would require the lowest level of City subsidy per unit and offer the most cost-effective use of public subsidies. A competitive tax credit proposal could substantially contribute to achievement of the affordability goals for a TOD area and would provide a large number of units near transit. This Plan recommends that the City of Austin provide gap financing for Tax Credit developments on a case-by-case basis.

AH5 Develop a catalyst project on City-owned property.
City-owned property in the TODs may present an opportunity to realize the TOD vision on these sites and encourage similar development elsewhere in the TODs. This Plan recommends the City of Austin evaluate the potential for housing development on City-owned land within TOD Districts.

AH6 Provide a menu of incentives for projects that provide affordable housing.
This Plan recommends that the City establish a package of incentives for TOD developments that provide affordable units on-site. The incentives could be scaled based on the level of affordability and the percentage of affordable units provided. Incentives could include development review fee waivers and an expedited review process beyond what is currently provided by the City’s S.M.A.R.T. Housing initiative.
### Plaza Saltillo SAP Action Chart 6: AFFORDABLE HOUSING

<table>
<thead>
<tr>
<th>NO.</th>
<th>ACTIONS</th>
<th>TIMEFRAME</th>
<th>IMPLEMENTER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>ADOPT WITH PLAN ON-GOING FIRST 5 YEARS 6 TO 10 YEARS 11 TO 15 YEARS</td>
<td></td>
</tr>
<tr>
<td>AH1</td>
<td>Encourage affordability via development bonuses.</td>
<td>X</td>
<td>COA</td>
</tr>
<tr>
<td>AH2</td>
<td>Provide gap financing with General Obligation Bonds and other sources.</td>
<td>X</td>
<td>COA</td>
</tr>
<tr>
<td>AH3</td>
<td>Allow fees in-lieu of building on-site affordable housing in limited circumstances.</td>
<td>X</td>
<td>COA</td>
</tr>
<tr>
<td>AH4</td>
<td>Encourage and support Low Income Housing Tax Credit projects.</td>
<td>X</td>
<td>COA, Private and Public Sector</td>
</tr>
<tr>
<td>AH5</td>
<td>Develop a catalyst project on City-owned property.</td>
<td>X</td>
<td>COA</td>
</tr>
<tr>
<td>AH6</td>
<td>Provide a menu of incentives for projects that provide affordable housing.</td>
<td>X</td>
<td>COA</td>
</tr>
</tbody>
</table>
TRANSLIT-ORIENTED DEVELOPMENT (TOD) DISTRICTS STATION AREA PLANS
EXECUTIVE SUMMARY

INTRODUCTION

The City of Austin’s Transit Oriented Development (TOD) Ordinance is intended to promote pedestrian-friendly, dense, mixed-use development surrounding the future commuter rail stations on the Capital MetroRail line. The TOD Ordinance, approved in May 2005, established six Transit Oriented Districts (TODs) and a Station Area Planning (SAP) process for the TODs, defined specific affordable housing goals for the TODs, and required an analysis of the feasibility of achieving the affordable housing goals.

The TOD Ordinance includes a goal that 25 percent of the new housing units in each Transit Oriented District should be affordable. For owner-occupied developments, the goal is for the affordable units to be sold to households with incomes at or below 80 percent of Median Family Income (MFI). For rental developments, the goal is for the affordable units to be occupied by households at or below 60 percent of MFI. To be considered affordable, a homeownership or rental unit must serve a household at each of the corresponding income levels paying no more than 30 percent of its adjusted gross income toward housing costs, including utilities.

The TOD Ordinance also establishes goals targeting lower levels of affordability for Transit Oriented Districts located in the Community Preservation and Revitalization Zone (CP&R Zone). Table 1 below details the affordability goals of the TOD Ordinance.

<table>
<thead>
<tr>
<th>TOD STATION</th>
<th>OWNER-OCCUPIED</th>
<th>RENTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Affordability Goal</td>
<td>25% of new housing units affordable</td>
<td>Affordable units at or below 80% MFI</td>
</tr>
<tr>
<td>CP&amp;R Zone (Plaza Saltillo and MLK)</td>
<td>Affordable units at or below 60% MFI</td>
<td>Affordable units at or below 50% MFI</td>
</tr>
<tr>
<td>CP&amp;R Zone</td>
<td>Affordable units at or below 50% MFI</td>
<td>5% units at or below 30% MFI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10% units at or below 40% MFI</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10% units at or below 50% MFI</td>
</tr>
</tbody>
</table>

The affordability goals are ambitious. Due to significant development costs, land availability issues, legal limitations, development restrictions, and other challenges described below, there is a significant gap between the cost of developing rental and/or homeownership units and the income derived from either the rental or sale of those units to qualified low- and moderate-income residents.

This report identifies challenges to achieving the ambitious affordable housing goals specified in the TOD Ordinance, examines potential development scenarios, and provides recommendations for strategies to achieve the affordable housing goals. In order to achieve the goals, the City will need to implement multiple strategies which will require a significant amount of public subsidy and/or incentives. In addition, the City will need significant participation from external entities in order to create affordable housing in the TOD areas. Potential partners include affordable
housing developers and housing authorities, as well as the Texas Department of Housing and Community Affairs (TDHCA). Through a combination of incentives, funding sources, and other tools, the TOD affordability goals can be achieved.

## TOD HOUSING POTENTIAL

As part of the overall TOD planning effort, Economic Research Associates (ERA) provided market data and demand projections in the TOD Districts through the year 2025 (“ERA Station Area Market Analysis”). Assuming that the TOD Districts are built out to those full projections and that 25% of the residential units are designated affordable, DMA determined the following maximum potential yield for affordable housing in each of the three TOD Districts:

<table>
<thead>
<tr>
<th>TOD DISTRICT</th>
<th>ERA HOUSING POTENTIAL ESTIMATE THROUGH 2025 (“HIGH” SCENARIO)</th>
<th>POTENTIAL AFFORDABLE HOUSING UNIT YIELD THROUGH 2025 (ASSUMES HOUSING GOALS ARE MET)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plaza Saltillo</td>
<td>2,116 units</td>
<td>529 units</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Blvd.</td>
<td>1,521 units</td>
<td>380 units</td>
</tr>
<tr>
<td>Lamar Boulevard/Justin Lane</td>
<td>1,654 units</td>
<td>414 units</td>
</tr>
</tbody>
</table>

It should be noted that the above affordable unit yields are based solely on a calculation of 25% of the ERA Housing Potential Estimate. These figures are not intended to describe the financial feasibility of a particular number of affordable units.

## IDENTIFICATION OF ISSUES

There are a variety of challenges to providing affordable housing within the Transit Oriented Districts. These issues include the following:

- **Legal Limitations** – The City has limited ability to compel the creation of affordable housing. State law limits the use of inclusionary zoning, which is a tool that requires inclusion of a certain percentage of affordable housing in new developments. This prohibition applies to homeownership units as well as to the use of rent control. Accordingly, an incentive-based approach is the primary strategy available to the City to compel developers to include affordable units in new developments.

- **Multiple Goals and Limited Resources** – There are multiple public goals for the Transit Oriented Districts, including increased development and higher density to support transit, affordable housing, open space, increased economic development opportunities, and high quality pedestrian improvements to create a walkable environment. All of these components are necessary for a successful TOD but can only be partially addressed by the private sector. Accordingly, there will be significant competition for limited public resources. Identification of available resources and clear definition of priorities will be crucial to the success of the TODs and the realization of the affordable housing goals.
• Limited Public Land — Offering public land for the development of affordable housing can be a powerful tool. However, there is a limited amount of publicly-owned land within the three TOD areas currently in the Station Area Planning process, and few of these publicly-owned properties are undeveloped. There are no publicly-owned sites within the MLK TOD.

• Land and Construction Costs — Both land costs and construction costs are high, making provision of affordable housing challenging. In particular, the cost associated with high-rise development (six stories and up) is significantly higher than mid-rise (five stories and below). In fact, the per-unit cost of mid-rise development is estimated to be approximately 60% of high-rise development. Because of this reality, height increases beyond a certain level have limited benefit for affordable housing.

• TOD Ordinance Development Regulations and Restrictions — The TOD Ordinance establishes height restrictions for the Saltillo and MLK TODs, thus limiting the tools available to achieve the goals of the ordinance. These restrictions make even modest increases in height difficult to achieve. It should also be noted that the community feedback received during the Station Area Planning process was not supportive of significant height increases.

• Infrastructure Needs — The first three TODs under consideration are located in central Austin, in older, established areas of the city. Much of the infrastructure, including water, wastewater, and storm water drainage, will require upgrades or replacement in order to support new development. Accordingly, the infrastructure needs will add development costs to affordable housing projects within the TODs.

IDENTIFICATION OF COSTS

In order to capture the true cost of affordability, DMA developed financial scenarios for both rental and homeownership developments in the three TOD areas. Utilizing current market data for a variety of factors, including mid-rise construction costs, land prices, and sales prices, DMA was able to identify the public subsidy required to make affordability feasible.

As a result of DMA’s financial analysis, it became apparent that every project (even those that were sponsored by nonprofit developers and included donated land and property tax exemption) would require some sort of public subsidy. Required per-unit subsidies for homeownership units ranged from $83,131 to $149,951 per unit, depending on the TOD. Required subsidies for rental units ranged from $75,870 per unit in the Lamar TOD to $127,623 per unit in the Saltillo and MLK TODs.

Even when a project is infused with tax credit equity (as in the 9% and 4% LIHTC with bonds models), there is additional subsidy required. For example, in order to make a rental project utilizing 4% tax credits and private-activity bonds financially feasible, the additional subsidy required would range from $41,350 to $56,800 per unit.

As discussed previously, high-rise development is significantly more expensive than mid-rise development. Public comments throughout the Station Area Planning process expressed desire to limit maximum height caps. Accordingly, DMA utilized cost data for mid-rise type development (two- to five-story) throughout its financial modeling.
Using cost data for the Saltillo TOD District, the following pie chart illustrates the cost of condominium development:

![Pie chart](image)

As demonstrated above, actual construction costs constitute the vast majority of development costs. In fact, hard costs, soft costs, and parking account for 86% of the total project costs. These costs would be the same whether the developer were for-profit or nonprofit. While nonprofit developers may have access to free or reduced-cost land, or may be able to limit their developer profit, they are still subject to the same market construction costs.

**ANALYSIS OF DENSITY BONUS**

A density bonus program allows a developer to increase the number of units that could be developed on a parcel of land in exchange for public benefit, such as affordable housing. The increased density would be the result of either relaxed development standards (e.g., Floor to Area Ratio, building coverage, and setback requirements, etc.) or height increase (e.g., above the current height restriction). A density bonus program is widely viewed as an important tool to achieve some portion of the TOD goals. However, there are a number of factors that must be taken into consideration in order to maximize the effectiveness of a density bonus program.

Construction costs per square foot rise with taller building heights, thereby limiting the benefit of incremental height increases. Mid-rise development utilizes lightweight steel or stick (e.g., wood) structural systems. High-rise developments require significant investment in elevators and core components, fireproofing, and multi-level structured parking, all of which contribute to increased development costs.

In addition, concerns regarding density and compatibility with surrounding neighborhoods were expressed in public meetings held during the Station Area Planning process. Although some participants in the Station Area Planning process voiced support for increased density (including height bonuses in exchange for affordable units), many participants were concerned with increased regarding density, especially as related to height. Several Saltillo participants were concerned about the neighborhood becoming too urban and densely developed. In addition, several participants in the Lamar Station Area Plan presentation were adamant about limiting density, with maximum TOD development height of two or three stories.

In order to reach the TOD Ordinance goal of 25% affordability in a new development, a density bonus would need to offer significant benefit to a developer. Only by doubling the density of a development (100% increase in FAR or height) and requiring that 50% of the bonus area be affordable, would a single development begin to meet the 25% affordability goal set in the TOD Ordinance.
In order to incentivize developers to take advantage of the density bonus, the program must be calibrated to provide a developer with a net financial benefit (e.g., a sufficiently higher profit). A developer will lose revenue on the affordable units, so the benefit gained from the additional units must outweigh the loss.

Keeping in mind public concerns regarding density and height limitations, DMA modeled a theoretical mid-rise development, with and without a density bonus. The following table profiles a 100-unit market rate condominium development on a 2.5-acre site (without any density bonus) and that same development with a 25% density bonus. The cost and sales assumptions are based on market data from the Saltillo TOD District.

In the case of the 25% density bonus, the developer is granted relaxed FAR or additional height in exchange for 25% affordability in the additional (“bonus”) area.

<table>
<thead>
<tr>
<th></th>
<th>100-UNIT DEVELOPMENT</th>
<th>25% DENSITY BONUS 125-UNIT DEVELOPMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Rate Units</td>
<td>100</td>
<td>119</td>
</tr>
<tr>
<td>Affordable Units</td>
<td>0</td>
<td>6</td>
</tr>
<tr>
<td>Total Land Cost</td>
<td>$3,702,600</td>
<td>$3,702,600</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$19,039,350</td>
<td>$22,901,000</td>
</tr>
<tr>
<td>Additional Cost</td>
<td>n/a</td>
<td>$3,861,650</td>
</tr>
<tr>
<td>Market Rate Sales</td>
<td>$22,324,500</td>
<td>$26,494,200</td>
</tr>
<tr>
<td>Additional Sales</td>
<td>n/a</td>
<td>$4,169,700 (market rate)</td>
</tr>
<tr>
<td>Affordable Sales (60% MFI)</td>
<td>n/a</td>
<td>$684,890</td>
</tr>
<tr>
<td>Total Sales Less Cost</td>
<td>$3,285,150</td>
<td>$4,278,090</td>
</tr>
</tbody>
</table>

In this scenario, the community gains six units of affordable housing, or 5% of the total new units built. The private developer increases his return on investment, and there is no additional public subsidy. The only “cost” to the public is the additional FAR or height granted.

Considering the ambitious TOD affordability goals, the six-unit gain in affordability is modest. Even if every new development within the TOD District took advantage of a density bonus, there would need to more than 6,000 new units within the Plaza Saltillo TOD to provide 300 affordable units (which represent 25% of the estimated market demand, according to the ERA Station Area Market Analysis). Clearly, the density bonus needs to be combined with additional tools in order to make a substantial impact on affordability.

It is important to note that the 125-unit density bonus example only includes 25% affordability in the bonus area, rather than 25% of the total area. As currently written, the TOD Ordinance prohibits any increase in residential building heights in the CP&R Zone over the current maximum heights unless 25% of the total development is affordable. In order to develop the same 2.5-acre site and incentivize affordability in at least 25% of the total units, the density bonus would need to be significant.

In the scenario below, the developer is granted a 100% density bonus (from 40 units per acre to 80 units per acre). Accordingly, the site now accommodates 200 units, 50 of which will be designated affordable (25% of the total units). The basic assumptions, including land cost and the development costs, remain the same as in the previous model.
<table>
<thead>
<tr>
<th></th>
<th>100-UNIT DEVELOPMENT</th>
<th>100% DENSITY BONUS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>200-UNIT DEVELOPMENT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>25% TOTAL AFFORDABILITY</td>
</tr>
<tr>
<td>Market Rate Units</td>
<td>100</td>
<td>150</td>
</tr>
<tr>
<td>Affordable Units</td>
<td>0</td>
<td>50</td>
</tr>
<tr>
<td>Total Land Cost</td>
<td>$3,702,600</td>
<td>$3,702,600</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>$19,039,350</td>
<td>$34,376,100</td>
</tr>
<tr>
<td>Additional Cost</td>
<td>n/a</td>
<td>$15,336,750</td>
</tr>
<tr>
<td>Market Rate Sales</td>
<td>$22,324,500</td>
<td>$33,517,500</td>
</tr>
<tr>
<td>Additional Sales</td>
<td>n/a</td>
<td>$11,193,000</td>
</tr>
<tr>
<td>Affordable Sales (60% MFI)</td>
<td>n/a</td>
<td>$5,483,235</td>
</tr>
<tr>
<td>Total Sales Less Cost</td>
<td>$3,285,150</td>
<td>$4,624,635</td>
</tr>
</tbody>
</table>

In this scenario, the developer is sufficiently incentivized to develop a project that designates 25% of its units as affordable. However, there are limitations to the density and height bonus model. Development costs increase disproportionately once the building transitions from a mid-rise to a high-rise structure. In addition, increased risk accompanies the increased number of units. The developer has to market and sell the additional units (both market-rate and affordable) in order to realize the substantial return on investment. Considering the disproportionate costs associated with significant increases in density, as well as concerns voiced by neighboring residents, a two-tier density bonus program is recommended below.
PROJECT SCENARIOS THAT SHOW SUCCESS IN MEETING TOD GOALS

There is a significant affordability gap that can be closed by utilizing a variety of regulatory and financial incentives. Using current market data for all three TOD areas under consideration, DMA developed the following affordability gap profile:

Based on current market data, the sales price for a two-bedroom, 1,000 square foot unit in the Plaza Saltillo TOD District is $246,000. The maximum price affordable to a three-person household at or below 60% MFI (the Plaza Saltillo TOD affordability goal for homeownership) is $94,200. This leaves a gap of $151,800. Because the market price for a two-bedroom condo in the MLK TOD area is slightly less ($194,000), the gap between the market rate and the affordable price is less ($99,800). However, the market rate in the Lamar TOD is significantly higher, $280,000. In this case, the TOD affordability target is higher (80% MFI), leaving a gap of $148,400. In order to fill this gap, multiple sources of incentives and subsidies will be required.

Two-Bedroom Condo
Affordability Gap

![Bar Chart]

- Plaza Saltillo
- MLK
- Lamar

- Gap Between Affordable and Market Rate
- Affordable Sales Price @ 80% MFI
- Affordable Sales Price @ 60% MFI
Homeownership Scenario
The graph below illustrates the financial gap for the development of hypothetical owner-occupied, affordable condominium developments in the Saltillo, MLK, and Lamar TOD areas. This example shows the most likely sources of subsidy or assistance that could bridge the gap.

Bridging the Affordability Gap:
$151,800 at Plaza Saltillo

If the developer utilized the City’s S.M.A.R.T. Housing™ program, in addition to expedited plan review, the average per-unit fee reduction would be approximately $1,000 (in addition to financial benefits from expedited plan review). If the developer participated in a Community Land Trust model (or the City purchased the land and leased it to the developer at a nominal rate), that would represent additional savings, ranging from $18,513 to $37,026 per unit depending on the TOD area.

Even utilizing fee waivers and removing land costs, however, is not sufficient to reach even the upper range of the TOD affordability goals. In the examples above, the affordability gap is closed through a combination of fee reductions, elimination of land costs, waivers, and public subsidy, including City of Austin Down Payment Assistance and GO Bond funding.

It is important to note that any developer — nonprofit or for-profit — will face this affordability gap. While nonprofit developers are motivated by their mission to provide affordable housing and may have access to some funds that are not available to for-profit developers, they still have to pay to construct the units and oftentimes have to sell at fair market value.
Rental Scenario

Although the sources and uses in a rental model are slightly different, these developments also require significant subsidy. The following is an example of a rental development currently under construction one block from the Plaza Saltillo TOD. Guadalupe Neighborhood Development Corporation (GNDC) is the nonprofit sponsor of this 22-unit rental development.

Although the La Vista de Guadalupe project is not technically in the TOD district, the construction type and the density (44 units per acre) are similar to the type of building that would be appropriate in the TOD. The development is 100% affordable with very low rents. Approximately 30% of the units will have rents affordable to families at 30% MFI; 15% of the units will have rents affordable at 40% MFI; and 55% affordable at 50% MFI.

La Vista de Guadalupe
Development Sources per Unit

The largest source of funds for this development is the equity from Low Income Housing Tax Credits, but several other sources are critical to making the project work. The land for this development is valued at $650,000 (nearly $30,000/unit) but was donated to the project by the nonprofit sponsor. (GNDC purchased the land more than 20 years ago at a very low price.) Another important source of financing for this development is the developer’s contribution of deferred fee. Although GNDC is earning a fee of $650,000, the developer must forgo $344,000 of the fee (identified as “Developer’s Contribution” in the bar chart) in order to make the project financially feasible. In addition, the City of Austin has committed almost $1.7 million, or $77,000 per unit, to this development.
The City can also participate directly in housing development through the Austin Housing Finance Corporation (AHFC). For example, in 2003 AHFC partnered with a private developer/builder to develop Villas on Sixth Street using Housing Tax Credits. Villas on Sixth Housing Associates, L.P., the entity that owns the development, is a true partnership between public and private interests. AHFC created a new nonprofit corporation, Villas on Sixth Non Profit Corporation, to be the general partner of this limited partnership. The tax credits were sold to MMA Financial, and one of its entities is the limited partner. An entity of Campbell-Hogue’s, Campbell-Hogue Financial Services, LLC, owns a minority share of the project and acts as a guarantor, since the nonprofit cannot.

In addition to its role in the ownership, AHFC purchased the land for the development and leases it back to the partnership, which allows the property to be exempt from property taxes. Campbell-Hogue & Associates, Inc. was the general contractor who built the property, and its development arm, CHA Development, L.P., was the developer.

This creative partnership allowed the City to work with an experienced developer who knows and understands this type of development and the complicated financing mechanisms involved, while at the same time ensuring long-term affordability.
RECOMMENDATIONS

In order to achieve the affordability goals established in the TOD Ordinance, the City must utilize a multifaceted approach. In addition, the policies implemented to achieve housing affordability within the TOD areas should be reviewed and analyzed after a period of time to determine success in meeting affordability goals and to make recommendations for adjustments to the policies.

DMA recommends the following:

Recommendation #1: Implement Density and Height Bonus Program

Density
The City Council has adopted a Vertical Mixed Use (VMU) density bonus with affordability requirements, as part of the Design Standards and Mixed Use ordinance. Although it is too early to determine the success of the VMU density bonus incentives, a similar strategy should be established for the TOD Districts, which are intended to have a mixed-use character similar to that envisioned for VMU developments.

To incentivize the development of affordable housing in the TOD Districts, the City should exempt properties from Floor-Area-Ratio (FAR), maximum densities, building coverage limits, and setback requirements, in exchange for 10% of the total residential square footage being designated affordable. As in the VMU Ordinance, the affordability period for owner-occupied units should be a minimum of 99 years and rental units should be 40 years. (It should be noted that this bonus does not include a height bonus. A height increase entails a different affordability requirement as discussed below.)

The calculation for the designated affordable units is based on habitable square footage, rather than number of units. For example, a 30,000 square foot project that receives an additional 15,000 square feet (due to FAR and other exemptions), will be required to set aside 10% of the total square footage (10% of 45,000 square feet or 4,500 square feet) for affordable units.

There are multiple reasons for calculating based on habitable square footage versus number of units. The square footage requirement gives the developer greater flexibility in determining the allocation of unit sizes and thus enables the developer to better respond to market needs. If the requirement is calculated based on number of units, the result will most likely be smaller one-bedroom units. However, if the developer is given the freedom to apportion unit mixes (and is simply required to make a certain total square footage affordable), there is greater likelihood that family units will be incorporated into the unit mix.

Since the density bonus will offer a similar benefit as that offer in the VMU Ordinance, the income limits on the affordable units should also be the same—a maximum of 80% MFI for homeownership units and 60% for rental units. In order to reach the affordability targets set in the TOD Ordinance; however, the City will need to employ additional incentives or subsidies.

In order to “buy down” the affordability of a unit (e.g., reduce the affordability level from 80% MFI to 70% MFI), it is estimated that the present value cost is $25,000 per 10% increment. Accordingly, each 10% incremental reduction in MFI will cost $25,000 per unit in subsidy to offset the lost income to a developer. The TOD affordability goals are more ambitious than the VMU goals. Therefore, the density bonus alone is insufficient to incentive a developer to incorporate affordable units into a residential project.
Because the density bonus alone will not achieve the affordability targets, the approach will need to be coupled with additional incentives and public subsidies. As in the case with VMU policy, the City must have the option to subsidize additional affordable units within the development. The effectiveness of this density bonus and its affordability requirements should be reviewed within one year of implementation.

DMA recommends that density bonuses be available to any type of development within the TOD Districts, including residential, non-residential, and mixed-use. In the case of projects that utilize the bonus but do not include residential units, the developer would be required to pay a fee-in-lieu (rather than develop on-site affordable units) as described further below.

**Height**

DMA recommends that the City of Austin institute a height bonus to achieve up to a total building height of 60 feet in the TOD Mixed Use Subdistrict of the Lamar, Saltillo, and MLK TODs. Only those properties that currently have a height entitlement of less than 60 feet are eligible for the height bonus. In order to access the height bonus, a developer would need to commit to 25% affordability of the **bonus area (square footage)** to be reserved for households meeting the affordability goals established for each TOD (or for development that does not contain residential units, the relevant fee-in-lieu must be paid). As an example, a developer seeking additional height equal to 100,000 square feet would need to provide affordable units within the development totaling 25,000 square feet. Again, as discussed above, the calculation is based on habitable square footage, rather than number of units.

Because of community concerns related to compatibility and due to limited financial benefit accompanying density bonuses with affordability requirements in high-rise construction, DMA recommends that height bonuses should be limited to mid-rise heights. Throughout most of the three TOD Districts, current zoning restricts development to 40 or 60 feet. As discussed previously, a height bonus from five stories to six- or more stories may have limited value because of the corresponding increase in costs between mid-rise and high-rise development. In addition, because of neighborhood concerns regarding compatibility with surrounding single-family neighborhoods, significant increases in height are not broadly supported. The City’s approach to height bonuses should focus any additional height entitlements in defined locations around the transit stops where the highest densities are appropriate.

In certain cases, a developer may request both the density bonus and the height bonus. In this situation, the project would need to include 10% affordability in the total project (pre-height increase), as well as an additional 25% affordability in the bonus height area.

Currently, the TOD Ordinance limits the City’s ability to increase heights in the part of the Saltillo TOD that is designated as TOD Mixed Use but falls outside of the 11-acre Capital Metro property. In addition, the TOD Ordinance requires stringent affordability requirements for a height bonus in the CP&R Zone. Specifically, the TOD Ordinance requires that 25% of the total development meet affordability targets (rather than 25% of the bonus area, as DMA recommends). Accordingly, in order to implement DMA’s height bonus recommendations, the TOD Ordinance will need to be amended.

**Fee-In-Lieu**

DMA recommends a fee-in-lieu payment in the amount of $10 per square foot of additional benefit. This amount conforms to the fee-in-lieu recommendation of the Affordable Housing Incentive Task Force and the amount recommended to the City Council during the process of adopting a downtown density bonus ordinance. The fee-in-lieu amount should be reviewed and adjusted annually. Any funds captured through the fee-in-lieu program should be
IMPLEMENTATION

Diana McIver & Associates

utilized for affordable housing within the TOD Districts.

Typically, a fee-in-lieu option is offered to residential developers who opt to not provide on-site affordable units, or to developers of commercial properties. The fee-in-lieu for the TODs should be required of commercial developments that utilize a height bonus and/or density bonus, as well as to residential or mixed-use developments on a more limited basis.

Because the intent of the TOD Ordinance is to develop affordable housing within the TOD Districts and those districts are relatively small, residential developers should be encouraged to develop on-site affordable units. A residential developer seeking fee-in-lieu should have a compelling economic basis for not providing on-site affordable units. A compelling reason might include that the funds will be directed to a stand-alone 100% affordable development in the TOD District.

Recommendation #2: Encourage HTC Developments and Dedicate Appropriate Resources

Based strictly on financial realities, the most cost-effective use of public subsidies is the traditional Housing Tax Credit (HTC) development. According to DMA’s financial models, the public subsidy required for a 4% tax credit with private activity bonds project is estimated to be $56,800 per unit. In this scenario, 100% of the units would be affordable to households at or below 60% MFI, thereby meeting or exceeding the TOD affordability goals. A competitive tax credit proposal could exceed the identified TOD affordability goals and provide a large number of units in one location. Accordingly, the City should develop partnerships with qualified developers of affordable housing to explore tax credit development within the TODs.

The most likely source of the public subsidy is the $55 million Affordable Housing General Obligation Bonds. Approved in November 2006, the bond funds will be allocated over a period of seven years. DMA recommends that the City consider dedicating a substantial portion of the funds to affordable housing projects developed within the first three TOD Districts.

However, with estimated rental subsidies ranging from approximately $50,000 to more than $100,000 per unit, and homeownership subsidies significantly higher, the City would have to dedicate the vast majority of the GO Bonds in order to meet all the goals specified in the TOD Ordinance and would have limited ability to provide funding for projects outside of TOD areas. Given the funding gap in each TOD District, it is unlikely that GO Bonds alone will achieve the affordability goals.

Recommendation #3: Identify and Utilize Publicly-Owned Land

The City should review and prioritize publicly-owned land to identify those most likely to accommodate residential uses. Eleven of the approximate 130 acres within the Plaza Saltillo TOD are owned by Capital Metro. In addition, the City of Austin owns two parcels immediately adjacent to the TOD District. One parcel is less than one-half acre and could be an opportunity for small-scale infill residential development. In addition, the other parcel — currently operating as a City mail room and uniform services facility — is under consideration for inclusion in the District and would be zoned as Live/Work/Flex. At 3.07 acres and current zoning of 45 units per acre, the site could potentially accommodate 138 units. The City should evaluate parcels such as these to determine their “highest and best use,” taking into consideration compatibility with the TOD development standards.

The City could solicit proposals for residential development on the sites it owns and require a baseline level of affordability that conforms to the TOD Ordinance. If the sites are not owned by the City but rather by an affiliated
public entity, the City should take the lead in negotiations to ensure that those sites are developed in accordance with demonstrated public need.

The ROMA Design Group’s Saltillo District Redevelopment Master Plan (yet to be adopted by the City Council or the Capital Metro Board) estimates that the 11-acre Capital Metro property could accommodate a proposed 590-675 housing units, 25% of which would be designated affordable (147 – 169 units). The affordability targets in the ROMA plan were established with the assumption that a portion of the land with frontage on IH-35 could be utilized for dense, high-rise, market-rate commercial construction. This component of the plan has not received broad community support.

However, a more modest increase to a 60 foot height limit on the 11-acre property would help to meet the ambitious affordability goals within the Plaza Saltillo TOD District, without compromising the neighborhood’s concerns regarding compatibility and density in the remainder of the TOD.

The City of Austin owns a 5.8-acre tract in the approximate 200-acre N. Lamar/Justin Lane TOD District. The 5.8-acre tract could accommodate 261 housing units if it were to be developed at medium density (e.g., 45 units per acre). The City could solicit proposals for residential development on that site and require a baseline level of affordability that conforms to the TOD Ordinance.

In the alternative, the City could solicit proposals from tax credit developers to undertake a 100% affordable development. A 2007 ERA Market Study estimated the potential market demand for affordable housing in the Lamar TOD to be between 325 and 414 units. A 261-unit affordable housing development would make a substantial impact on the market demand and help to meet the 25% TOD affordability goal.

Recommendation #4: Provide Menu of Incentives Within TODs

The City should adopt a policy that offers developers within the TOD Districts a package of incentives in exchange for affordable units on-site. The incentives could be scaled based on the level of affordability and the percentage of affordable units provided. Incentives could include additional fee waivers and expedited review beyond what the S.M.A.R.T. Housing™ program currently provides. The incentives should be available to developments throughout the entire TOD District, not just a designated area.

**Fee Waivers.** The City already waives certain development fees through its S.M.A.R.T. Housing™ program. In addition to existing S.M.A.R.T. Housing™ fee waivers, additional fee waivers for affordable housing in TOD areas could include the following:

- Drainage
- Electrical meters
- Street lighting
- Water meters
- Sewer taps
- Street closure fee
- License agreements
- Austin Energy fees
- Any and all other City fees and/or extractions

**Expedited Review.** Building on the recommendations of the City’s Affordable Housing Incentives Taskforce, the
City should offer a reliable and consistent expedited review and approval process. This fast-track review and approval would expand upon the existing S.M.A.R.T. Housing™ process. Expedited development review and inspection processes should encompass the following:

- Legal review of easements, covenants, and other instruments
- Austin Water Utility technical review of site plans and subdivisions
- Service extension request review
- License agreement review
- Utility construction plan review
- Right-of-Way management plan review
- Utility inspection
- Utility connections
- Street light installation
- Expedited zoning and platting review

**Maximize Public Tax Exemptions.** Through creative public-private partnerships, the City of Austin can foster affordability via tax exemptions. The City of Austin (through Austin Housing Finance Corporation) can purchase a vacant and/or underutilized parcel of land and lease it back to a developer for affordable housing. With a long-term land lease, the developer creates, owns, and/or manages the affordable housing. However, because the land is owned by a public entity, it is 100% tax exempt.

The benefits of this type of partnership are two-fold. First, the tax exemption lowers the overall operating costs of the property. Depending on the appraised value of the property, the benefit is equivalent to $7,000-$10,000 per unit in up-front, direct subsidy. Second, locating the property on City-owned land can guarantee long-term or permanent affordability. The City has facilitated this type of arrangement with organizations, such as the nonprofit Foundation Communities and for-profit developer Campbell-Hogue (Villas on Sixth). This type of public-private partnership is probably best suited for multifamily rental developments where the majority of the units are rent-restricted.

While tax exemption is technically a form of subsidy, it may be seen as more palatable than direct subsidy as it represents foregone income, rather than cash outflow. The current appraised value of many of the properties in question is negligible compared with their potential as fully improved properties. Accordingly, the assessing entity is not necessarily losing existing income but forgoing future income.

**Recommendation #5: Utilize Homestead Preservation District Tools**

In early 2007, the City of Austin adopted a Homestead Preservation District, which gives the City some additional tools to help create and preserve affordable housing. This district includes the Plaza Saltillo and the majority of the MLK TOD areas but does not extend to the Lamar TOD.

DMA recommends that the City of Austin maximize the use of the tools available in the Homestead Preservation District. Within the TOD District, the City has the ability to create a TIF district, to create a land bank, and to create a Community Land Trust. The Homestead Preservation District is also the only area in the state that is exempt from the prohibition against mandatory inclusionary housing programs. However, in order to implement a mandatory program, the City must conduct a nexus study to justify any affordable housing requirements.
The revenues collected in a TIF district established under the Homestead Preservation Act must be used for the development, construction, and preservation of affordable housing. The City is currently exploring the creation of such a TIF and is looking for participation by Travis County, as the City’s share of tax revenue is a relatively small portion of taxes collected in the area. The City is also working to develop a citywide Community Land Trust that would allow for the long-term preservation of affordable units. The land trust could also be used as a land bank to acquire and assemble parcels of land for future affordable housing developments, which could be especially important for the MLK TOD, where there are no publicly-owned properties within the TOD boundaries.

NEXT STEPS

Planning for the TOD Districts has been a lengthy and complex process. It has involved numerous stakeholder groups, including the City, private developers, and affordable housing advocates. DMA’s recommendations are the result of careful consideration of all interested parties with an eye toward the creation of a vibrant, diverse, and affordable community.

In November 2006, the community came together and voted overwhelmingly to approve $55 million for affordable housing development. In order to create affordability in the TOD Districts, it will be important for the community — including developers, advocates, neighborhood representatives, and citizens — to work together to ensure diversity and affordability within the Transit Oriented Development Districts.
January 24, 2019

Council Member Sahino Renteria
City of Austin
City Council Member, District 3
301 W 2nd St, Austin, TX 78701

Re: Talavera Lofts in the Saltillo Redevelopment

Dear Council Member Renteria:

During the January 16, 2019 meeting of the East Cesar Chavez Neighborhood Association (ECCNA)/East Cesar Chavez Neighborhood Planning Team (ECCNPT), DMA Development Company presented an update on Talavera Lofts, the proposed mixed-income housing development that is part of the larger Saltillo redevelopment area. The project site, located on the southeast corner of East 5th and Navasota Streets, right next to Saltillo Plaza, will provide much needed affordable housing for individuals and families within the larger Saltillo redevelopment area, which offers unparalleled access to employment opportunities and neighborhood services.

ECCNA/ECCNPT have passed a motion of support for DMA's proposed Talavera Lofts which will increase the availability of affordable housing in the neighborhood for many years to come.

ECCNA/ECCNPT also identifies Talavera Lofts as the development that is contributing more than any other to the concerted revitalization efforts of the City of Austin in the central East Austin planning area.

Additionally, ECCNA/ECCNPT would like to encourage the City of Austin to work with State Representative Eddie Rodriguez and State Senator Kirk Watson to address legislation that prohibits two tax credit deals within two miles of one another from receiving funding in any given tax credit round.

Sincerely,

Susan Benz, Chair
East Cesar Chavez Neighborhood Planning Team
East Cesar Chavez Neighborhood Association
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION

- Read each item carefully before completing the blanks.
- Certify to each requirement by signing the last page.
- All attachments must be included in the QCP submission package.
- Once a letter is submitted to the Department it may not be changed or withdrawn.

Part 1: Development Information

Development Name: Talavera Lofts
Development Street Address: SE corner of East 5th Street and Navasota Street
Development City: Austin
Development County: Travis
TDHCA # (for office use only): 19239

Part 2: Neighborhood Organization Information

Neighborhood Organization Name:
East Cesar Chavez Neighborhood Association/East Cesar Chavez Neighborhood Planning Team

This organization also made a submission to TDHCA in prior HTC Application Rounds:
- Check one:  X Yes  □ No
- If YES, provide the years that the organization made submissions prior to 2019:
2018, ________  ________

The Neighborhood Organization is a (select one of the following):
□ Homeowners Association
□ Property Owners Association
□ Resident Council and our members occupy the existing development
X Other (explain): ECCNA/ECCNPT is a registered organization with the City of Austin charged with representing the interests of our neighborhood as they are described in the Neighborhood Plan.

As of December 5, 2018, (as applicable) this Neighborhood Organization is on record with (select one of the following):
X County
□ Secretary of State

Part 3: Neighborhood Organization Contact Information

1st Contact Information

Name: Susan Benz
Title: Chair
Physical Address: 1101 E 6th Street, Austin, TX
Mailing Address (if different from above):_______________________________
City: Austin  ZIP Code: 78702
2nd Contact Information
Name: Leslie Thompson
Title: Vice Chair
Physical Address: 1403 Holly Street
Mailing Address (if different from above):
City: Austin
ZIP Code: 78702
Phone: 512-971-9773
Email: 1lesliethompson@gmail.com

Part 4: Reason for Support or Opposition

The Neighborhood Organization: X Supports ☐ Opposes the Application for Competitive Housing Tax Credits for the above referenced development for the following reasons:

ECCNA supports this application because it adds affordable housing units in a quickly gentrifying neighborhood.

Part 5: Written Boundary Description

Provide a written boundary description of the geographical boundaries of the Neighborhood Organization. (Example: North boundary is Main St., East boundary is railroad track, South boundary is First St., West boundary is Jones Ave.) Boundary description MUST match the boundary map.

The boundaries for the neighborhood are the alley between East 6th and East 7th on the north,
Chicon on the east, Town Lake on the south and Interstate Highway 35 (IH-35) on the west.
Part 6: Certifications

By signing this form, I (we) certify to the following:
- This organization certifies that the two contacts listed have the authority to sign on behalf of the Neighborhood Organization.
- This organization certifies that the organization was formed on or before December 5, 2018.
- This organization certifies that the boundaries of this organization include the proposed Development Site in its entirety. This organization acknowledges that boundary changes or annexations after January 4, 2019 may not be considered eligible and a site that is only partially within the boundaries may not satisfy the requirement that the boundaries contain the proposed Development Site.
- This organization certifies that it meets the definition of “Neighborhood Organization”; defined as an organization of persons living near one another within the organization’s defined boundaries that contain the proposed Development Site and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood.
- This organization certifies that none of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.
- This organization certifies that at least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization.
- This organization certifies that all certifications contained herein are true and accurate.

(First and Second Contacts must sign below):

Susan Benz
1st Contact Printed Name
1/28/2019
Chair
Title

Leslie Thompson
2nd Contact Printed Name
1/31/19
Vice Chair
Title
QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

REQUIRED ATTACHMENTS
(Only if not previously submitted to register with TDHCA)

In addition to the information requested on the form, please attach the following items and include with your submission to the Texas Department of Housing & Community Affairs:

1. Documentation to support the selection of being on record with the County or Secretary of State (ex: letter from county clerk or judge acknowledging the Organization, letter from the Secretary of State stating the incorporated entity is in good standing.)

2. Evidence of the Neighborhood Organization's existence (ex. bylaws, newsletter, minutes, etc.)

3. Boundary Map: The boundary map should be legible, clearly marked with the geographical boundaries of the Neighborhood Organization, and indicate the location of the proposed Development.

Example:

![Boundary Map Example]

The solid line indicates the Neighborhood Organization's boundary. The X indicates the development site.
Assumed Name Records Certificate of Ownership
For Unincorporated Business or Profession

Notice: "Certificates of Ownership" are valid only for a period not to exceed 10 years from the date filed in the County Clerk's Office (Chapter 34, Section 1, Title 4 of the Business and Commerce Code). This Certificate properly executed is to be filed immediately with the County Clerk.

Business Name
East Cesar Chavez Neighborhood Association

Business Address
1511 Haskell Street

City Austin State TX ZIP Code 78702

This Assumed Name will be used for 10 years unless indicated here:

Business is to be conducted as (check one):
☐ Proprietorship ☐ Joint Venture ☐ Real Estate Investment Trust ☐ Joint Stock Company
☐ Limited Partnership ☐ Sole Practitioner ☐ General Partnership ☒ Other (name type) Civic group

I, WE, the undersigned, are the owner(s) of the above business and my/our name(s) and address(es) given is/are true and correct and there is/are no ownership(s) in said business other than those listed herein below. Names of owners:

Name Lori C-Renteria Signature Yori C-Renteria
Residence Address 1511 Haskell St. City Austin State TX ZIP 78702

Name ___________________________ Signature ___________________________
Residence Address ___________________________ City ___________________________ State _____ ZIP _________

Name ___________________________ Signature ___________________________
Residence Address ___________________________ City ___________________________ State _____ ZIP _________

FOR USE BY NOTARY AND CLERK OF THE COURT, DEPUTY. The State of Texas and County of Travis:

Before me, the undersigned authority, on this day personally appeared: Lori B Cerveto-Krahovn
known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they signed the same purpose and consideration therein expressed. Given under my hand and seal of office, on _______ 20__

Signature of Notary Public in and for the State of Texas and Clerk of the Court, Deputy

MAY O 5 2011

Seal of the Notary Public or Clerk of the Court, Deputy

INFORMATION WHERE DOCUMENT SHOULD BE RETURNED
(to be completed by applicant):
In the spaces below, clearly print the name, address, city, state, and ZIP code where this document should be returned:

Lori C-Renteria
1511 Haskell St.
Austin, TX 78702

Form of identification presented: TX DL
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

May 05, 2011 03:34 PM
BERNSTA: $14.00
Dana DeBeauvoir, County Clerk
Travis County TEXAS
BYLAWS OF THE EAST CESAR CHAVEZ NEIGHBORHOOD ASSOCIATION
(ADOPTED January 18, 2017)

Guiding Principles:
The purpose of the East Cesar Chavez Neighborhood Association (ECC NA) will be to support
the activities of the East Cesar Chavez Neighborhood Planning Team.

The ECC NA shall seek the opinions of their neighbors and make every effort to represent the
neighborhood through the open discussion of issues and the dissemination of information to the
neighborhood. The ECC NA will be a broad-based diverse group. Every effort should be made
by the ECC NA to listen to voices of the neighborhood. Decision-making will be determined
through majority rule, but every effort should be made to use consensus building in order build
trust in the neighborhood.

Article I
Boundaries

1.1: Northern Boundary: The alley between 6th and 7th Streets
     Eastern Boundary: Chicon Street
     Southern Boundary: Lady Bird Lake
     Western Boundary: Interstate 35 Service Road

Article II
Membership

2.1 Membership. Regular Members of the ECC NA shall be residents of Austin who live in,
work in, or own property within the established East Cesar Chavez Neighborhood (ECC)
boundaries. Voting Members are the Leadership Team members of the East Cesar Chavez
Neighborhood Planning Team.

2.2 Selection of Regular Members. Any individual meeting the requirements of 2.1 above
wishing to become a Regular Member is welcome.

2.3 Community Involvement: Members are encouraged to be involved in organizations that
support the residents and businesses within the neighborhood.

2.4 Commitment: Potential members should be willing to share their expertise, talent and skills
on the ECC NA.

2.5 Service: Members should be willing to distribute information to their assigned sector or
among the constituency they represent on the ECC NA.

2.6 Terms and Duties of Voting Membership. Voting Members shall serve two-year (24-
month) terms concurrent with their terms on the East Cesar Chavez Neighborhood Planning
Team. Voting Members shall carry out their duties in accordance with these guidelines. Voting Members will pursue the fulfillment of the purpose and objectives of the ECC NA.

2.7 Regular Meetings. A regular meeting, when necessary, of the ECC NA will be held concurrent with the regular meetings of the East Cesar Chavez Neighborhood Planning Team.

2.7.1 Special Meetings. The Chair or his/her designee may call special Meetings of the ECC NA.

2.8 Quorum. A majority of active voting members of the ECC NA shall constitute a quorum for the transition of business at any ECC NA meeting. All official decisions of the ECC NA must be made at a regular or special meeting of the ECC NA at which a quorum is present.

2.8.1 Simple Majority. When a quorum is present, a simple majority of those present is required to approve the question.

2.8.2 Super Majority Vote. When a quorum is present, a 2/3 majority of those present is required to approve the following questions: amending the bylaws; amending a previous vote; taking a question out of proper order (without formal notice); suspending the Rules; expelling a Leadership Team member; disposing of an Officer.

2.8.3 A Question or Motion: A motion must be made and seconded by a Leadership Team member to request a vote. Following a full debate of the question, a vote is taken by hand signal. If an amendment to a motion is proposed – friendly or otherwise – a vote on the amendment is taken first before the primary question is then voted upon.

2.9 Compensation. Members shall not receive any stated salaries for their service.

Article III
Officers

3.1 Officers. The officers of the ECC NA shall be elected annually and shall include a Chairperson, one or more Vice Chairs (the number thereof to be determined by the ECC NA), a Secretary, and a Treasurer and Immediate Past Chair. An officer may also serve as a subcommittee chair. It is the responsibility of the Officers to enforce the bylaws in a fair and consistent manner. Officers are elected annually from among the Leadership Team of the East Cesar Chavez Neighborhood Planning Team.

3.2 Vacancies. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the ECC NA of the unexpired portion of the term.

3.3 Chairperson. The Chairperson shall preside over meetings of the ECC NA. If the Chairperson is not present at a meeting, a Vice-Chair or other officer may preside. The Chairperson will be responsible for preparing agendas for the ECC NA meetings. The Chairperson or his/her designee will represent the ECC NA at all community and civic meetings.
3.4 Treasurer. The treasurer shall be accountable for all matters that involved the accounting of financial transactions of the ECC NA. The treasurer shall make monthly reports of all financial activities and seek a vote of the membership of the annual budget.

3.5 Secretary. The Secretary shall keep the minutes of the meetings of the ECC NA. He/She will give all notices in accordance with the provision of these bylaws, be custodian of the ECC NA records. He/she shall be responsible for (1) notifying ECC NA members of upcoming meetings.

3.6 Immediate Past Chair. The immediate Past Chair may continue to serve with voting rights, providing important continuity for the Neighborhood Association.

Article IV
Books and Records

4.1 Books and Records. The ECC NA shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the ECC NA meetings. All books and records of the ECC NA may be inspected by anyone for any purpose at any reasonable time.

Article V
Amendments to Bylaws

Section 5.1 Amendment to Bylaws. These bylaws may be altered, amended or repealed and new bylaws may be adopted by a 2/3 majority of the ECC NA present, at minimum a quorum, at any regular meeting or at any special meeting, if at least five days written notice is given of an intention to alter, amend or repeal these bylaws or to adopt new bylaws at such meeting.

Article VI
Non-Discrimination

Section 6.1 Non-Discrimination ECC NA members shall be selected without discrimination by reason of race, color, religion, sex, sexual orientation, marital status, national origin, age, or disability.

Article VII
Finances

7.1 Dues. The ECC NA may hold funds and distribute upon vote of the Officers.

7.2 Donations. The ECC NA may accept in-kind donations or grants that aid in the prescribed roles and responsibilities of the ECC NA as defined above.

7.3 Fundraising. The ECC NA may raise and hold funds for the purpose of funding programs and activities of the Neighborhood Association. All funds raised are to be submitted to the Treasurer for deposit and recording.
2019 Quantifiable Community Participation (QCP) Neighborhood Information Packet

The following are materials to assist Neighborhood Organizations in determining if they are a qualified Neighborhood Organization for the purpose of providing input for Quantifiable Community Participation ("QCP") and how to provide that input as provided under the State of Texas Qualified Allocation Plan ("QAP"). The materials include:

- Requirements for QCP Submission
- QCP Form
- Required Attachments
- Boundary Map Example

Este paquete contiene materiales e información para asistir a Organizaciones Vecindarios a determinar si califican para dar aportación a la Participación Cuantitativa Comunitaria ("QCP") y como proporcionar esa aportación según el State of Texas Qualified Allocation Plan ("QAP"). Si usted necesita asistencia o tiene preguntas sobre los requisitos del QAP, la plantilla, u otras preguntas con respecto al ciclo del Housing Tax Credit, favor de comunicarse con la División Multifamily Finance al 512-475-2201.

If you have questions regarding the QCP requirements, please contact Nicole Fisher in the Multifamily Finance Division by email at nicole.fisher@tdhca.state.tx.us, or by phone at (512) 475-2201.
REQUIREMENTS FOR QCP SUBMISSION

Should there be any conflict between this guidance and the QAP, the QAP takes precedence.

Quantifiable Community Participation, referred to as "QCP", is one of many selection criteria by which applications competing for Housing Tax Credits are reviewed and scored. This scoring item allows qualified neighborhood organizations to have input in the development that occurs in their community and serves the purpose of encouraging community participation from neighborhood organizations whose boundaries contain the proposed development site. Pursuant to §2306.6710(b)(1)(I) and §2306.6725(a)(2), Texas Government Code, the Texas Department of Housing and Community Affairs (the "Department" or "TDHCA") is required to rank applications using a competitive scoring system. QCP may qualify an Application for up to 9 points.

Written statements from a qualified Neighborhood Organization in current, valid existence with boundaries that contain the entire Development Site and which are on record with the Texas Secretary of State or county in which the development is to be located can be included in the QCP score.

DEADLINES

In order for its statement(s) to be eligible for points, a Neighborhood Organization:

- must have been in existence with boundaries containing the entire Development Site as of December 5, 2018 (30 days prior to the beginning of the Application Acceptance Period); and
- must have been on record with the Texas Secretary of State or county in which the development is to be located as of January 4, 2019.
- Letters of support, opposition, or neutrality must be received by the Department no later than 5:00 p.m. on March 1, 2019.

Statements may be mailed to the Department at:

Texas Department of Housing and Community Affairs
Attention: Housing Tax Credit Program, Neighborhood Input
PO Box 13941 (MC 332-10)
Austin, TX 78711-3941

For overnight delivery or courier delivery DO NOT use the PO Box address. Use the following physical address. DO NOT SEND INFORMATION TO THIS ADDRESS VIA U.S. MAIL!

221 East 11th Street
Austin, TX 78701-2410

Forms and attachments may also be faxed to (512) 475-1895.

DEFINITION OF "NEIGHBORHOOD ORGANIZATION" [2306.004(23-a) TX Govt. Code]

An organization that is composed of persons living near one another within the organization’s defined boundaries for the neighborhood and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood. A Neighborhood Organization includes a homeowners’ association or a property owners’ association. For purposes of QCP, "persons living near one another" means two or more separate residential households.
In addition, the Neighborhood Organization must certify to the following:

- At least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization; and
- None of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.

**SUBMISSION REQUIREMENTS**

A Neighborhood Organization must submit the following:

- Completed Qualified Neighborhood Organizations Evidence of Quantifiable Community Participation form ("QCP form").
- Documentation that the organization was on record with the county or Secretary of State on or before January 4, 2019. (County and Secretary of State registry may require additional documentation to be submitted upon request.) If the documentation submitted for being on record with the county or Secretary of State is dated after January 4, 2019, evidence of being on record on or prior to January 4, 2019 is also required.
- Evidence that the Neighborhood Organization was in existence (ex: bylaws, articles, newsletter, minutes, etc.) with boundaries that include the entire Development Site as of December 5, 2018 (30 days prior to the beginning of the Application Acceptance Period) is required. If the documentation submitted for being in existence is dated after December 5, 2018, evidence of existence on or before December 5, 2018 is also required.
- Boundary Map – The boundary map should be legible, clearly marked with the geographical boundaries of the Neighborhood Organization, and indicate the location of the proposed Development. The written description and boundary map should have the same geographical boundaries as the map. The map must show the street names or identify the landmarks (for instance, railroad tracks or a creek) that make up the boundaries. This documentation is subject to the Department’s approval. A street-level map can be created at [http://www.mapquest.com](http://www.mapquest.com) or at [http://maps.google.com](http://maps.google.com). Please contact the Department if assistance is needed to create an appropriate map.

**ADDITIONAL INFORMATION**

TDHCA may request that the organization provide additional information or documentation that it deems relevant to clarify information contained in the organization’s form and/or enclosures. If the Department determines additional information is needed, staff will request information in an Administrative Deficiency Notice by e-mail or facsimile to the e-mail addresses or facsimile numbers provided on the form. If the deficiencies are not clarified or corrected to the Department’s satisfaction within five business days from the date the notice is sent to the organization, the organization’s form may not be considered further for scoring and the organization will be so advised. This deficiency process does not, however, extend any deadline associated with the “Quantifiable Community Participation” process. An organization may not submit additional information or documentation after the original submission of the QCP documentation except in response to the Department specifically requesting additional information.

Letters received by the Department setting forth that the eligible Neighborhood Organization objects to or opposes the Application or Development will be added to the Application posted on the Department’s website. Written statements from the Neighborhood Organizations included in an
Application and not received by the Department from the Neighborhood Organization will not be scored but will be counted as public comment. Any submission determined to be ineligible for QCP scoring will be summarized for the Department's Governing Board as public comment but will not be scored for QCP.

Any statement of opposition from a Neighborhood Organization may be challenged if it is contrary to findings or determinations (including zoning) made by a city, county, school district, or other local governmental entity having jurisdiction or oversight over the finding or determination. If any such statement is challenged, the challenger must declare the basis for the challenge and the Neighborhood Organization will be given seven calendar days to provide support for its statements. Should the Neighborhood Organization's statements be founds to be contrary to findings or determinations of a local Government Entity, or should the Neighborhood Organization not respond in seven (7) calendar days, then the Application shall be eligible for four (4) points under this scoring item.

INSTRUCTIONS FOR COMPLETING THE QCP FORM

If an organization is eligible to provide input on more than one Development, each Development must be addressed in a separate submission.

Part 1: Development Information

This section of the form requests basic information regarding the proposed affordable housing development for which the Neighborhood Organization wishes to provide comment. Please enter the Development Name and address. (If a street address is not available, descriptions such as "the southwest corner of Smith St and Jones Rd" are acceptable.)

Part 2: Neighborhood Organization Information

This section of the form requests information about the Neighborhood Organization that is providing input on a specific property. If the Neighborhood Organization has submitted comment during a past Application Round, provide the year the comment was submitted. If the organization is currently on record with the county or the Secretary of State, evidence of such is required to be attached to this form.

Part 3: Neighborhood Organization Contact Information

This section of the form requests contact information for two individuals who have authority to sign on behalf of the organization in case the Department needs to contact these individuals for additional information. Information about other members of the Neighborhood Organization may be required if the two contacts listed here do not reside within the Neighborhood Organizations boundaries.

Part 4: Reason for Support or Opposition

This section of the form requests the Neighborhood Organization to indicate whether they support or oppose the proposed development for which the input is being provided. A clear reason or reasons for the Neighborhood Organization's support or opposition is required in order for the statement to qualify for points. A Neighborhood Organization should be prepared to provide additional information with regard to opposition.
Part 5: Written Boundary Description

This section of the form requests a written boundary description of the Neighborhood Organization's boundaries. In order for the comment to count for the QCP score, the boundaries of a Neighborhood Organization must be complete and include the Development Site. A boundary map, showing each boundary consistent with the description, should be attached to this form. If boundaries are not visible on the map or do not match the description, the Department will issue an Administrative Deficiency to request clarification. If the Development Site is not located within the boundaries, no QCP points will be awarded for the letter. The letter will still be presented to the Department's Governing Board as part of public comment.

Part 6: Certifications

This section of the form requests that the individuals with authority to sign on behalf of the Neighborhood Organization certify to the information presented on this form and that the Neighborhood Organization meets the requirements to qualify for purposes of Quantifiable Community Participation.

This certification includes statements regarding the membership of the neighborhood Organization as well as its boundaries and should be carefully reviewed. The form requires the signature, printed name, date and title for both the 1st and 2nd Contact to be considered complete.
Multifamily Finance Division staff will place scanned copies of deficiency documents behind this tab in the application .pdf
In the course of the Department’s Housing Tax Credit Eligibility/Selection/Threshold and/or Direct Loan review of the above referenced application, a possible Administrative Deficiency as defined in §11.1(d)(2) and described in §11.201(7), §11.201(7)(A) and §11.201(7)(B) of the 2019 Uniform Multifamily Rules was identified. By this notice, the Department is requesting documentation to correct the following deficiency or deficiencies. Any issue initially identified as an Administrative Deficiency may ultimately be determined to be beyond the scope of an Administrative Deficiency, and the distinction between material and non-material missing information is reserved for the Director of Multifamily Finance, Executive Director, and Board.

1. 10 TAC §11.9(d)(7)(A)(iv)(I) awards points to those Applications that receive “a letter from the appropriate local official providing documentation of measurable improvements within the revitalization area.” Staff generally expects to receive these letters from executive level officials, such as Directors or City Managers. Please provide confirmation that Mr. May is the “appropriate local official” to provide input on the city of Austin’s concerted revitalization plans.

The above list may not include all Administrative Deficiencies such as those that may be identified upon a supervisory review of the application. Notice of additional Administrative Deficiencies may appear in a separate notification.

All deficiencies must be corrected or otherwise resolved by 5 pm Austin local time on the fifth business day following the date of this deficiency notice. Deficiencies resolved after 5 pm Austin local time on the fifth business day will have 5 points deducted from the final score. For each additional day beyond the fifth day that any deficiency remains unresolved, the application will be treated in accordance with §11.201(7)(B) of the 2019 Uniform Multifamily Rules. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day may be terminated.

All deficiencies related to the Direct Loan portion of the Application must be resolved to the satisfaction of the Department by 5pm Austin local time on the fifth business day following the date of this deficiency notice. Applications with unresolved deficiencies after 5pm Austin local time on the seventh business day will be suspended from further processing, and the Applicant will be notified to that effect, until the deficiencies are resolved. If, during the period of time when the Application is suspended from review, Direct Loan funds become oversubscribed, the Applicant will be informed that unless the outstanding item(s) are resolved within one business day the Application will be terminated. For purposes of priority under the Direct Loan set-asides, if the outstanding item(s) are resolved within one business day, the date by which the item is submitted shall be the new received date pursuant to §13.5(c) of the 2019 Multifamily Direct


Loan Rule. Applicants should be prepared for additional time needed for completion of staff reviews.

Unless the person that issued this deficiency notice, named below, specifies otherwise, submit all documentation at the same time and in only one file using the Department’s Serv-U HTTPS System. Once the documents are submitted to the Serv-U HTTPS system, please email the staff member issuing this notice. If you have questions regarding the Serv-U HTTPS submission process, contact Liz Cline at liz.cline@tdhca.state.tx.us or by phone at (512)475-3227. You may also contact Jason Burr at jason.burr@tdhca.state.tx.us or by phone at (512)475-3986.

All applicants should review §§11.1(b) and 11.1(h) of the 2019 QAP and Uniform Multifamily Rules as they apply to due diligence, applicant responsibility, and the competitive nature of the program for which they are applying.

**All deficiencies must be corrected or clarified by 5 pm Austin local time on May 14, 2019. Please respond to this email as confirmation of receipt.**

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.

__________
Patrick Russell
Multifamily Policy Research Specialist
Texas Department of Housing & Community Affairs
221 E. 11th Street | Austin, TX 78701
(512) 475-0927

Any person receiving guidance from TDHCA staff should be mindful that, as set forth in 10 TAC Section 11.1(b), there are important limitations and caveats (Also see 10 TAC §10.2(b)).

About TDHCA
The Texas Department of Housing and Community Affairs administers a number of state and federal programs through for-profit, nonprofit, and local government partnerships to strengthen communities through affordable housing development, home ownership opportunities, weatherization, and community-based services for Texans in need. For more information, including current funding opportunities and information on local providers, please visit www.tdhca.state.tx.us.
Dear Mr. Russell:

As the Community Development Administrator, City of Austin, Neighborhood Housing & Community Development Department, this letter confirms that James May is the appropriate city official to sign the letters “providing documentation of measurable improvements within the revitalization area” for all applications submitted within the city limits of the City of Austin. Mr. May leads our departments efforts in assessing all applications that submit housing tax credit applications for sites within the city limits of the City of Austin, and therefore, he is the most appropriate person to provide such a letter.

I appreciate your time and assistance. Please do not hesitate to contact me for further information.

Sincerely,

Mandy De Mayo  |  Community Development Administrator
City of Austin  |  Neighborhood Housing and Community Development
T: 512.974.1091  |  www.austintexas.gov/housing
mandy.demayo@austintexas.gov
Work Schedule  |  M - F 9:00 am – 5:00 pm
June 28, 2019

Elizabeth Henderson
Program Specialist III
Texas Department of Housing and Community Affairs
221 E. 11th Street | Austin, TX 78701

Re: Talavera Lofts (19239) - 9% HTC Application Deficiency Notice

Ms. Henderson,

Please accept this response to your deficiency notice dated June 24, 2019 for the subject property. Supporting documentation is attached.

1. **Tab 12, Site Control** – There was no copy of the Capital Metro lease, between the seller and Capital Metro, to show the ability to sublease/sell part of the property and the terms that would affect the sublease/sale. Will the buyer/Development Owner have its own lease with Capital Metro or do they at this time?

The development owner will purchase the condo unit from Plaza Saltillo TOD, LP, and will not have its own lease with Capital Metro. The ground lease between Capital Metro and Plaza Saltillo TOD allows this transfer as indicated in the attached letter from Plaza Saltillo TOD, L.P.

2. **Tab 12, Title Commitment** – The title commitment will have to be reviewed after the Site Control is clarified further.

The attached letter references and attached a revised title commitment that more accurately reflects the proposed real estate transaction.

3. **Tab 18, Common Amenities** – The points selected are incorrect, based on the number of units. Review your selection.

Corrected Tab 18 attached. The development will provide sufficient common amenities to qualify for the minimum 10 points

4. **Tab 22, Common Building Plan** – There is a space, on the garage floor, in the bottom left corner, that shows two chairs in it, that isn’t labeled. Label this space.

Updated Building Plan attached.
5. **Tab 36, Sponsor Characteristics** – The box indicating the relationship among Principals was not checked. Please clarify.

This confirms that Principals of the HUB are related Parties to Principals of the Applicant and Developer. DMA Community Ventures, LLC (a Managing Member of the Owner/Applicant) and DMA Development Company, LLC (Developer) are both certified by the State of Texas as Historically Underutilized Businesses. Both entities are wholly owned by Diana McIver, who has been involved in the affordable housing industry for more than thirty years. DMA Community Ventures is currently serving in the ownership role in 9 tax credit developments and DMA Development Company, LLC has developed 28 Texas tax credit properties and 2 tax credit properties in other states.

6. **Tab 36, Sponsor Characteristics** – There was no Comptroller certificate for DMA Development Company, the HUB used in the Developer. Provide the Comptroller certificate.

HUB certificate attached.

7. **Feasibility Report** – I was unable to locate the millage rates in the report. Please indicate where they are.

Please see attached revised Report (also separately re-uploaded to FTP) including millage rates on page 4, subsection B.

Should you have any additional questions, feel free to contact me at 512-328-3232 ext. 4505 or JanineS@dmacompanies.com. Thank you in advance for your review.

Sincerely,

DMA DEVELOPMENT COMPANY, LLC

Janine Sisak
Senior Vice President/General Counsel
Plaza Saltillo TOD, LP
500 W. 5th Street, Suite 700
Austin, Texas 78701

June 28, 2019

VIA EMAIL (janines@dmacompanies.com)
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746
Attn: Janine Sisak

Re: Future Unit at Plaza Saltillo

Dear Ms. Sisak:

We’ve enclosed a copy of (i) a title commitment from Capstone Title, LLC, evidencing that Plaza Saltillo TOD, LP, a Delaware limited partnership, owns the Future Unit described in the Condominium Declaration for Plaza Saltillo TOD Condominium, recorded under Instrument No. 2018199554 in the Official Public Records of Travis County, Texas; and (ii) the assignment and sublease provisions from the underlying ground lease, which in substance evidences Plaza Saltillo TOD, LP’s right to partially assign the ground lease in order to effectuate a conveyance of the Future Unit.

In particular, section 14.1 of the ground lease provides that DMA Development Company, LLC is a permitted transferee of Phase II, the condominium master unit for Block 6. We understand that DMA Development Company, LLC will then convey the Phase II condominium master unit to its affiliate--Saltillo DMA Housing, LLC. The transfer of the Phase II condominium unit to Saltillo DMA Housing, LLC is permitted under the ground lease without landlord approval because the development manager will be DMA Development Company, LLC as contemplated by 14.1 of the ground lease.

The title company has confirmed that Saltillo DMA Housing, LLC (“DMA”) has site control of Phase II in the attached title commitment. Schedule C of the title commitment provides that DMA’s right to acquire the condominium unit for Phase II is not conditioned upon any further approvals. Saltillo DMA Housing, LLC and DMA Development Company, LLC have the right to develop Phase II pursuant to the Amended and Restated Contract for Sale dated January 8, 2019, as well as the attached ground lease.

If you have additional questions, please do not hesitate to contact Jason Thumlert at Endeavor Real Estate Group at (512) 682-5500 or Julie Barr at Capital Metropolitan Transportation Authority at (512) 389-7593.

Endeavor Real Estate Group  T 512-682-5500
500 West 5th Street, Suite 700  |  Austin, TX 78701
devendavor-re.com
Very truly yours,

PLAZA SALTILLO TOD, LP,
a Delaware limited partnership

By: Col-E Saltillo GP, LLC, a Texas
    limited liability company

By: __________________________
Name: David L. Roberts
Title: Chief Financial Officer

CAPITAL METROPOLITAN TRANSPORATION
AUTHORITY, a public political subdivision of the
State of Texas

By: __________________________
Name: __________________________
Title: __________________________
Plaza Saltillo TOD, LP
500 W. 5th Street, Suite 700
Austin, Texas 78701

June 28, 2019

VIA EMAIL (janines@dmacompanies.com)
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746
Attn: Janine Sisak

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If you have additional questions, please do not hesitate to contact Jason Thumlert at Endeavor Real Estate Group at (512) 682-5500 or Julie Barr at Capital Metropolitan Transportation Authority at (512) 389-7593.

Endeavor Real Estate Group    T 512-682-5500
500 West 5th Street, Suite 700     Austin, TX 78701
cendeavor-re.com
Very truly yours,

PLAZA SALITLLO TOD, LP,
a Delaware limited partnership

By:  Col-E Saltillo GP, LLC, a Texas limited liability company

By:  [Signature]
Name:  David L. Roberts
Title:  Chief Financial Officer

CAPITAL METROPOLITAN TRANSPORATION AUTHORITY, a public political subdivision of the State of Texas

By:  [Signature]
Name:  Todd Hemingson
Title:  EVP PLANNING
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
FIDELITY NATIONAL TITLE INSURANCE COMPANY

We, Fidelity National Title Insurance Company, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule B and 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.

Capstone Title
901 S. MoPac Expressway, Bldg. II, Suite 150
Austin, TX 78746

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.
**TEXAS 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 poliza 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. Neither this Policy, nor the optional endorsements, insure 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 Exception, Exclusions and Conditions, defined below.

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

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

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

You can get a copy of the policy form approved by the Texas Department of Insurance by calling Fidelity National Title Insurance Company at 1-800-654-7041 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.
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: 
       PROPOSED INSURED: Saltillo DMA Housing, LLC
   (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:
   Leasehold

3. Record title to the land on the Effective Date appears to be vested in:
   Fee Simple: Capital Metropolitan Transportation Authority, of Austin, Travis County, Texas
   By: Volume 10536, Page 77, and corrected in Volume 10703, Page 972, Real Property Records, Travis County, Texas.
   Leasehold: Plaza Saltillo TOD, LP
   By: Document No. 2017087554, Official Public Records of Travis County, Texas.

4. Legal description of the land:
   "Future Unit" of Plaza Saltillo TOD Condominium, a condominium project in Travis County, Texas, together with the limited common elements and an undivided interest in the general common elements assigned to the Unit, and together with all of the rights and privileges granted to condominium owner, same being more fully described in the Declaration of Condominium Regime for Plaza Saltillo TOD Condominium, recorded as Document Number 2018199554, Official Public Records of Travis County, Texas.
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):
   a. Restrictions recorded in Document Number 2017075249, 2017038445, 2018001378, 2018187936, 2018199554, of the Official Public Records of Travis County, Texas. But omitting and not republishing any covenant, condition, restriction, or limitation to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, 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 land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2017 and subsequent years.")

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

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

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

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

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert file no. 20170124)
exceptions, matters or delete this exception.):

a. Rights of parties in possession.  **(Owner Title Policy only)**
   
b. Any visible and apparent road or other easement crossing the land, whether public or private easement, the existence of which is not disclosed by the public records, including, but not limited to, existing utility lines and equipment in place.
   
c. 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.
   
   
e. Easement and matters contained in document recorded in **Volume 10536, Page 77**, Real Property Records, Travis County, Texas.
   
f. Easement and matters contained in document recorded in **Volume 13187, Page 3118**, Real Property Records, Travis County, Texas.
   
g. Matters contained in that certain Bill of Sale recorded in Document No. **2012044923**, Official Public Records of Travis County, Texas being further affected by Document No. **2012044922**, Official Public Records of Travis. (Tract 2 only)
   
h. Easement and matters contained in that Right of Way Designation recorded in Document No. **2014164097**, Official Public Records of Travis County, Texas.
   
i. Interest in and to oil, gas and other minerals and/or royalties, bonuses, rentals and all other rights relating thereto as set forth in **Volume 10536, Page 77**, Real Property Records, Travis County, Texas Said mineral interest not traced subsequent to the date of the above-cited instrument.
   
j. An unrecorded leases with certain terms, covenants, conditions and provisions set forth therein as disclosed in Special Warranty Deed recorded in **Volume 10536, Page 77**, Real Property Records, Travis County, Texas.
   
k. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
   
   
   
   
o. Easement and matters contained in that Exclusive Park Recreational Easement with Permitted Obstructions and Required Maintenance recorded in Document No. **2017087550**, Official Public Records of Travis County, Texas.
   
q. Matters contained in that Voluntary Cleanup Program Conditional Certificate of Completion recorded in Document No. 2018001378, Official Public Records of Travis County, Texas.

r. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by Memorandum of Ground Lease recorded in Document No. 2017087554, Official Public Records of Travis County, Texas.

s. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by Subordination, Non-Disturbance and Attornment Agreement recorded in Document No. 2017162875, Official Public Records of Travis County, Texas.

t. Maintenance charges, assessments, rights and remedies of co-tenants, contractual or otherwise, including but not limited to terms, conditions, covenants, options, restrictions and easements contained in Declaration of Condominium and By-Laws recorded in Document Number 2018199554 of the Official Public Records of Travis County, Texas.
Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

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

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

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

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

5. Note: Procedural Rule P-27 as provided for in Article 9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.

6. The Earnest Money Contract you entered into to purchase the land, may provide that the standard title policy contains an exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements, and that Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area," thereby giving you coverage for those matters. This coverage is provided when you furnish a current survey of subject property with improvements and easements located.

The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements if you pay additional premium for the coverage.

Your Owner Policy of Title Insurance will contain this coverage and you will be charged the additional premium unless on or before the date of closing you advise the company in writing that you reject this coverage. This additional premium is 5% of the basic premium rate. Effective November 1, 2002. (applies to one to four family residence only)

7. If the Company is furnished evidence of satisfactory survey of any age brought current by an affidavit by a person knowledgeable of the condition of the property (and is paid the required premium where applicable) to amend its "area and boundary" exception, Company will issue a T-19 endorsement insuring certain of those matters as well as issues concerning restrictions and mineral rights. (or may except to encroachments and other matters reflected by the survey.) Mortgagee’s Title Policy only.

8. The request for Deletion of Arbitration provision must be executed and returned to our office prior to or at closing, in order for the arbitration provision to be deleted from coverage of the policy(ies). (Mortgagees Policy Only)

9. IF THIS TRANSACTION CLOSES IN YOUR OFFICE, PLEASE MAKE SURE THE FOLLOWING ARE SENT TO US: Affidavit as to Debts and Liens to be executed and returned to Capstone Title. Waiver of Inspection to be
executed and returned to Capstone Title. Copies of Closing Statement and all papers that are to be filed for record to be returned to Capstone Title. If you record closing documents, please send copies of these documents after they are recorded. After March 1, 2001, if we need to get copies of the recorded documents from the courthouse, there will be a charge of $1.00 a page.

10. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

11. The Company requires Owner, Seller and/or borrower to complete an Affidavit of Debts and Liens prior to the issuance of the Title Insurance Policy.

12. The Company must be furnished evidence of the authority and/or capacity of the party executing the conveying document for Capital Metropolitan Transportation Authority.

13. The Company requires that a signed and sealed survey with field notes be submitted for examination prior to closing.

14. Leasehold Deed of Trust dated May 24, 2017 recorded as Document Number 2017087555, of the Official Public Records of Travis County, Texas, executed by Plaza Saltillo TOD, LP securing payment in the original principal amount of $100,000,000.00, bearing interest and payable as therein provided to the order of International Bank of Commerce.
   A) Having been affected by Amended and Restated Collateral Assignment of Leases, Rents and Income to International Bank of Commerce recorded as Document Number 2017093189, of the Official Public Records of Travis County, Texas.
   REQUIRE RELEASE.

15. Financing Statement filed June 1, 2017 between Saltillo TOD, LP and International Bank of Commerce recorded as Document Number 2017087557, of the Official Public Records of Travis County, Texas.

16. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the limited partnership named below.
   Name: Plaza Saltillo TOD, Ltd., a limited partnership
   A) A copy of the partnership agreement and all amendments thereto.
   B) Satisfactory evidence that the partnership was validly formed, is in good standing and that there have been no amendments to the partnership agreement.
   The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

17. Affidavit for Mechanic's and Materialman's Lien filed 12/14/2018 by Capitol Concrete Contractors, Inc. in the amount of $16,682.40 recorded as Document Number 2018192515 of the Official Public Records of Travis County, Texas. REQUIRE RELEASE.

18. UCC Financing Statement filed 12/18/2018 between Shear & Refined LLC and Plaza Saltillo TOD LP recorded as Document Number 2018194128 of the Official Public Records of Travis County, Texas.

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:

A-1: The following individuals are Directors and/or Officers of FIDELITY NATIONAL TITLE INSURANCE COMPANY:

**DIRECTORS**
- Alan Lynn Stinson
- Raymond Randall Quirk
- Anthony John Park

**OFFICERS**
- Raymond Randall Quirk - President and Chief Operating Officer
- Anthony John Park - Executive Vice President
- Daniel K. Murphy - Treasurer
- Michael L. Gravelle - Secretary

Fidelity National Financial, Inc. owns 100% of Fidelity National Title Group, Inc. and Fidelity National Title Group, Inc. owns 100% of Chicago Title and Trust Company and Chicago Title and Trust Company owns 100% of Fidelity National Title Insurance Company.

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

B-1. If Agent is a corporation, the shareholders owning or controlling, directly or indirectly 1% or more of the shares of Agent as of the last day of the year preceding the date hereinafore set forth are as follows: J. Bradley Compere, William Fair, David Busch

B-2. Individuals, firms, partnerships, associations, corporations, trusts or other entities owning 10% or more of those entities referred to in item no. B-1 hereinafore as of the last day of the year preceding the date hereinafore set forth are as follows: None.

B-3. If Undersigned Agent is a corporation, the following is a list of the members of the Board of Directors, as of the last day of the year preceding the date hereinafore set forth: J. Bradley Compere, William Fair, David Busch

B-4. If Undersigned Agent is a corporation, the following is a list of officers as of the last day of the year preceding the date hereinafore set forth: President / C.E.O.: J. Bradley Compere, Vice President: Eddie Rodriguez, Vice President: Billy Mullens, Director: William Fair, Director / C. F. O.: David Busch

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

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

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

Of this total amount will be paid to Fidelity National Title Insurance Company; % will be retained by Title Insurance Agent; and any remainder of the estimated premium will be paid to other parties as follows:

<table>
<thead>
<tr>
<th>Amount (or %)</th>
<th>To Whom</th>
<th>For Services</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Capstone Title</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

_________________________________________  ______________________________
SIGNATURE  DATE

Form No. 72C13443 (11/2009)  Commitment For Title Insurance (T-7)
FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. This Privacy Notice lets you know how and for what purposes your Personal Information (as defined herein) is being collected, processed and used by FNF. We pledge that we will take reasonable steps to ensure that your Personal Information will only be used in ways that are in compliance with this Privacy Notice.

This Privacy Notice is only in effect for any generic information and Personal Information collected and/or owned by FNF, including collection through any FNF website and any online features, services and/or programs offered by FNF (collectively, the "Website"). This Privacy Notice is not applicable to any other web pages, mobile applications, social media sites, email lists, generic information or Personal Information collected and/or owned by any entity other than FNF.

Collection and Use of Information:

The types of personal information FNF collects may include, among other things (collectively, "Personal Information"): (1) contact information (e.g., name, address, phone number, email address); (2) demographic information (e.g., date of birth, gender marital status); (3) Internet protocol (or IP) address or device ID/UDID; (4) social security number (SSN), student ID (SIN), driver’s license, passport, and other government ID numbers; (5) financial account information; and (6) information related to offenses or criminal convictions.

In the course of our business, we may collect Personal Information about you from the following sources:

• Applications or other forms we receive from you or your authorized representative;
• Information we receive from you through the Website;
• Information about your transactions with or services performed by us, our affiliates, or others; and
• From consumer or other reporting agencies and public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others.

Information collected by FNF is used for three main purposes:

• To provide products and services to you or one or more third party service providers (collectively, "Third Parties") who are obtaining services on your behalf or in connection with a transaction involving you;
• To improve our products and services that we perform for you or for Third Parties.
• To communicate with you and to inform you about FNF’s, FNF’s affiliates and third parties’ products and services.

Additional Ways Information is Collected Through the Website

Browser Log Files. Our servers automatically log each visitor to the Website and collect and record certain information about each visitor. This information may include IP address, browser language, browser type, operating system, domain names, browsing history (including time spent at a domain, time and date of your visit), referring/exit web pages and URLs, and number of clicks. The domain name and IP address reveal nothing personal about the user other than the IP address from which the user has accessed the Website.

Cookies. From time to time, FNF or other third parties may send a "cookie" to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive and that can be re-sent to the serving website on subsequent visits. A cookie, by itself, cannot read other data from your hard disk or read other cookie files already on your computer. A cookie, by itself, does not damage your system. We, our advertisers and other third parties may use cookies to identify and keep track of, among other things, those areas of the Website and third party websites that you have visited in the past in order to enhance your next visit to the Website. You can choose whether or not to accept cookies by changing the settings of your Internet browser, but some functionality of the Website may be impaired or not function as intended. See the Third Party Opt Out section below.

Web Beacons. Some of our web pages and electronic communications may contain images, which may or may not be visible to you, known as Web Beacons (sometimes referred to as "clear gifs"). Web Beacons collect only limited information that includes a cookie number; time and date of a page view; and a description of the page on which the Web Beacon resides. We may also carry Web Beacons placed by third party advertisers. These Web Beacons do not carry any Personal Information and are only used to track usage of the Website and activities associated with the Website. See the Third Party Opt Out section below.

Unique Identifier. We may assign you a unique internal identifier to help keep track of your future visits. We may use this information to gather aggregate demographic information about our visitors, and we may use it to personalize the information you see on the Website and some of the electronic communications you receive from us. We keep this information for our internal use, and this information is not shared with others.

Third Party Opt Out. Although we do not presently, in the future we may allow third-party companies to serve advertisements and/or collect certain anonymous information when you visit the Website. These companies may use non-personally identifiable information (e.g., click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to the Website in order to provide advertisements about products and services likely to be of greater interest to you. These companies typically use a cookie or third party Web Beacon to collect this information, as further described above. Through these technologies, the third party may have access to and use non-personalized information about your online usage activity.

You can opt-out of online behavioral services through any one of the ways described below. After you opt-out, you may continue to receive advertisements, but those advertisements will no longer be as relevant to you.

• You can opt-out via the Network Advertising Initiative industry opt-out at http://www.networkadvertising.org/.
• You can opt-out via the Consumer Choice Page at www.aboutads.info.
• For those in the U.K., you can opt-out via the IAB UK’s industry opt-out at www.youronlinechoices.com.
• You can configure your web browser (Chrome, Firefox, Internet Explorer, Safari, etc.) to delete and/or control the use of cookies.

More information can be found in the Help system of your browser. Note: If you opt-out as described above, you should not delete your cookies. If you delete your cookies, you will need to opt-out again.
When Information Is Disclosed By FNF

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To agents, brokers, representatives, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers who provide services or perform marketing services or other functions on our behalf;
- To law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders; and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

In addition to the other times when we might disclose information about you, we might also disclose information when required by law or in the good-faith belief that such disclosure is necessary to: (1) comply with a legal process or applicable laws; (2) enforce this Privacy Notice; (3) respond to claims that any materials, documents, images, graphics, logos, designs, audio, video and any other information provided by you violates the rights of third parties; or (4) protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep the Personal Information that is disclosed to us secure. We provide Personal Information and non-Personal Information to our subsidiaries, affiliated companies, and other businesses or persons for the purposes of processing such information on our behalf and promoting the services of our trusted business partners, some or all of which may store your information on servers outside of the United States. We require that these parties agree to process such information in compliance with our Privacy Notice or in a similar, industry-standard manner, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures. The use of your information by one of our trusted business partners may be subject to that party’s own Privacy Notice. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We also reserve the right to disclose Personal Information and/or non-Personal Information to take precautions against liability, investigate and defend against any third-party claims or allegations, assist government enforcement agencies, protect the security or integrity of the Website, and protect the rights, property, or personal safety of FNF, our users or others.

We reserve the right to transfer your Personal Information, as well as any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets. We also cannot make any representations regarding the use or transfer of your Personal Information or other information that we may have in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors, and you expressly agree and consent to the use and/or transfer of your Personal Information or other information in connection with a sale or transfer of some or all of our assets in any of the above described proceedings. Furthermore, we cannot and will not be responsible for any breach of security by any third parties or for any actions of any third parties that receive any of the information that is disclosed to us.

Information from Children

We do not collect Personal Information from any person that we know to be under the age of thirteen (13). Specifically, the Website is not intended or designed to attract children under the age of thirteen (13). You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Privacy Notice, and to abide by and comply with this Privacy Notice. In any case, you affirm that you are over the age of 13, as THE WEBSITE IS NOT INTENDED FOR CHILDREN UNDER 13 THAT ARE UNACCOMPANIED BY HIS OR HER PARENT OR LEGAL GUARDIAN

Parents should be aware that FNF’s Privacy Notice will govern our use of Personal Information, but also that information that is voluntarily given by children - or others - in email exchanges, bulletin boards or the like may be used by other parties to generate unsolicited communications. FNF encourages all parents to instruct their children in the safe and responsible use of their Personal Information while using the Internet.

Privacy Outside the Website

The Website may contain various links to other websites, including links to various third party service providers. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites. Other than under agreements with certain reputable organizations and companies, and except for third party service providers whose services either we use or you voluntarily elect to utilize, we do not share any of the Personal Information that you provide to us with any of the websites to which the Website links, although we may share aggregate, non-Personal information with those other third parties. Please check with those websites in order to determine their privacy policies and your rights under them.

European Union Users

If you are a citizen of the European Union, please note that we may transfer your Personal Information outside the European Union for use for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information, you consent to both our collection and such transfer of your Personal Information in accordance with this Privacy Notice.

Choices with Your Personal Information

Whether you submit Personal Information to FNF is entirely up to you. You may decide not to submit Personal Information, in which case FNF may not be able to provide certain services or products to you.

You may choose to prevent FNF from disclosing or using your Personal Information under certain circumstances ("opt out"). You may opt out of any disclosure or use of your Personal Information for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization by notifying us by one of the methods at the end of this Privacy Notice. Furthermore, even where your Personal Information is to be disclosed and used in accordance with the stated purposes in this Privacy Notice, you may elect to opt out of such disclosure to and use by a third party that is not acting as an agent of FNF. As described above, there are some uses from which you cannot opt-out.

Please note that opting out of the disclosure and use of your Personal Information as a prospective employee may prevent you from being hired as an employee by FNF to the extent that provision of your Personal Information is required to apply for an open position.
If FNF collects Personal Information from you, such information will not be disclosed or used by FNF for purposes that are incompatible with the purpose(s) for which it was originally collected or for which you subsequently gave authorization unless you affirmatively consent to such disclosure and use.

You may opt out of online behavioral advertising by following the instructions set forth above under the above section "Additional Ways That Information Is Collected Through the Website," subsection "Third Party Opt Out."

**Access and Correction**

To access your Personal Information in the possession of FNF and correct inaccuracies of that information in our records, please contact us in the manner specified at the end of this Privacy Notice. We ask individuals to identify themselves and the information requested to be accessed and amended before processing such requests, and we may decline to process requests in limited circumstances as permitted by applicable privacy legislation.

**Your California Privacy Rights**

Under California's "Shine the Light" law, California residents who provide certain personally identifiable information in connection with obtaining products or services for personal, family or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information on behalf of FNF, please send an email message to privacy@fnf.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your email address in response.

Please be aware that not all information sharing is covered by the "Shine the Light" requirements and only information on covered sharing will be included in our response.

Additionally, because we may collect your Personal Information from time to time, California's Online Privacy Protection Act requires us to disclose how we respond to "do not track" requests and other similar mechanisms. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

**Your Consent to This Privacy Notice**

By submitting Personal Information to FNF, you consent to the collection and use of information by us as specified above or as we otherwise see fit, in compliance with this Privacy Notice, unless you inform us otherwise by means of the procedure identified below. If we decide to change this Privacy Notice, we will make an effort to post those changes on the Website. Each time we collect information from you following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future.

We may use comments, information or feedback that you may submit in any manner that we may choose without notice or compensation to you.

If you have additional questions or comments, please let us know by sending your comments or requests to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354
privacy@fnf.com

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EFFECTIVE AS OF: JANUARY 24, 2014

LAST UPDATED: JANUARY 24, 2014
GROUND LEASE

BETWEEN

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

AND

PLAZA SALTIMLO TOD, LP

PLAZA SALTIMLO
GROUND LEASE

This Ground Lease (this “Lease”) is executed to be effective as of May 24, 2017 (the “Commencement Date”), between CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY, a public political subdivision of the State of Texas (“Landlord”), and PLAZA SALTILLO TOD, LP, a Delaware limited partnership (“Tenant”).

Recitals

A. Landlord and Tenant entered into that certain Master Development Agreement (the “MDA”) on or about the date hereof concerning the redevelopment of the property commonly known as Plaza Saltillo, Austin, Texas that is generally depicted on Exhibit A attached hereto (“Plaza Saltillo”) to accomplish, among other things, Capital Metro’s goals of increasing transit ridership, generating long-term revenue and optimizing the value of its assets, creating and promoting equitable mixed-use and mixed-income communities around transit and responding to local community vision and values.

B. The MDA contemplates the leasing by Landlord, as landlord, to Tenant, as tenant, of certain real property described on Exhibit B attached hereto located in Austin, Travis County, Texas (the “Land”), together with any Improvements (as hereinafter defined) now or hereafter located on the Land.

C. Landlord and Tenant desire to enter into this Lease to set forth certain terms and conditions of the lease of the Property (as hereinafter defined) and other agreements in furtherance of the MDA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby confirmed, the parties enter into this Lease upon the terms and conditions herein set forth.

ARTICLE I.
DEFINITIONS

1.1 Defined Terms. In addition to the terms set forth above and elsewhere in this Lease, the following terms will have the following meanings:

“Act” as defined in Section 16.2.

“Actual Project Components” as defined in Section 3.2(c)(ii).

“Affiliate” means any Person controlling, controlled by or under common control with any other Person. For the purposes of this definition, the term “control” when used with respect to any Person means the power to direct the management or policies of such Person, directly or indirectly, whether through the ownership of voting securities, by law, regulation, contract or otherwise, and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Affordable Housing Abatement Amount” as defined in Section 3.2(c)(vii).
Remedial Work, including, without limitation, the issuance of a closure certificate pursuant to the VCP Documents.

"Phase II" means the construction of Improvements on Block 6.

"Phase II Hold Period" as defined in Section 4.6(c)(vi).

"Phase II Negotiation Period" as defined in Section 4.6(c)(ii).

"Phase II Termination Fee" as defined in Section 4.6(c)(iii).

"PIA" as defined in Section 3.5(f).

"Plaza Saltillo" as defined in Recital A hereof.

"Pre-Commencement Project Instruments" as defined in Section 7.2(b).

"Pre-existing VCP Documents" mean: (i) that certain Voluntary Cleanup Program Agreement (VCP No. 2601) between Landlord and TCEQ dated effective as of September 27, 2013; (ii) the Amended VCP Application; and (iii) all other documents existing upon the Commencement Date relating to TCEQ VCP No. 2601.

"Pre-paid Rent" as defined in Section 3.2(f).

"Prohibited Transferee" means a Person that (a) does not have experience and ability in the ownership, management and operation of projects such as the portion of the Project being Transferred (and, for such purposes, such experience and ability will be deemed satisfied by (i) a Person that itself (or an Affiliate) then owns and operates (or within the prior six (6) months has owned and operated) at least five (5) projects similar to the portion of the Project being Transferred or (ii) a Person that retains the services of a duly qualified property management company that manages at least five (5) projects similar to the portion of the Project being Transferred); (b) has or any of its Affiliates have been indicted or convicted of, or pled guilty or no contest to, a felony; (c) has or any of its Affiliates have been indicted or convicted of, or pled guilty or no contest to, an matters under The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder (including regulations administered by the Office of Foreign Assets Control ["OFAC"] of the U.S. Department of the Treasury and the Specially Designated Nationals List maintained by OFAC), the USA Patriot Act of 2001, 107 Public Law 56 (October 26, 2001) (the "Patriot Act") and all other statutes and all orders, rules and regulations of the United States government and its various executive departments, agencies and offices related to the subject matter of the Patriot Act or administered by OFAC (or their respective successors); (d) has been the subject of a voluntary or involuntary (to the extent the same has not been discharged) bankruptcy proceeding; and (e) has or any of its Affiliates have been within the immediate prior five (5) years in litigation proceedings with Landlord involving a contractual dispute in excess of $150,000.00.

"Prohibited Uses" as set forth on Exhibit D.
Landlord and Tenant in the same ratio that the part of the period for which such compensation is made falling before the day of expiration and that part falling after, bear to such entire period.

13.3 Distribution of Proceeds. In any Condemnation proceeding, the parties will request that the condemning authority grant separate awards for value of the Fee Estate taken and the Leasehold Estate taken.

(a) If the condemning authority grants separate awards, then Landlord shall be entitled to the award for the value of the Fee Estate and Tenant shall be entitled to the award for the value of the Leasehold Estate (but without duplication).

(b) If the condemning authority refuses to grant separate awards, then the parties shall have the Property that is being taken appraised and valued as if the condemnation had not occurred. Such appraisal process will determine the percentage of any award that should be attributed to the Fee Estate (the “Fee Estate Percentage”) and the percentage of any award that should be attributed to the Leasehold Estate (the “Leasehold Estate Percentage”) (and the aggregate of such percentages must equal one hundred percent [100%]). Landlord shall be entitled to the Fee Estate Percentage of any award and Tenant shall be entitled to the Leasehold Estate Percentage of any award.

(c) If this Lease is not terminated as a result of the Condemnation as expressly permitted above, any Condemnation proceeds received by either Landlord or Tenant shall first be used to restore the Improvements to an architecturally whole unit, and, to the extent possible given the nature of the Condemnation, to substantially the same or better condition as existed immediately prior to such taking, and second in the proportions as provided in clauses (a) and (b) of Section 13.3. With respect to such restoration, there shall be no Landlord approval or consent rights on development of the remaining portion of any Block that is partially subject to such Condemnation, which shall be subject only to (i) Legal Requirements, (ii) the Prohibited Uses, (iii) Landlord’s approval in Landlord’s Permitted Discretion of changes in exterior architectural elements and (iv) the other terms of this Lease with respect to the Work being conducted. Any Condemnation proceeds shall be held and disbursed in the same manner as proceeds from a Casualty as set forth in Sections 13.1(c) and 13.1(d) above, if applicable. As between Tenant and its Leasehold Mortgagees, all condemnation proceeds that belong to Tenant pursuant to this Article XIII shall be disbursed in accordance with the terms of the Leasehold Mortgage.

(d) If Landlord or Tenant receives notice of any proposed or pending Condemnation proceeding affecting the Property, the party receiving such notice shall promptly notify the other party, the Fee Mortgagee (if it shall have given to such party notice of the address of such Fee Mortgagee), and any Registered Leasehold Mortgagee.

ARTICLE XIV.
TRANSFERS

14.1 Tenant Transfers.

(a) Except in connection with (i) a one-time Transfer related to all Master Units in Phase I in connection with the initial development of Phase I and to be consummated concurrently with the closing of all necessary financing necessary for the construction of Phase I
to an Affiliate of Tenant so long as such Affiliate of Tenant remains a Qualified Equity Investor Entity substantially consistent with its structure and ownership as of the Commencement Date, (ii) a one-time Transfer related to all Master Units in Phase II in connection with the initial development of Phase II and to be consummated concurrently with the closing of all necessary financing and equity investments necessary for the construction of Phase II, to an entity which has (or which one or more of its equity owners or development managers have) expertise in developing senior housing and that has been approved in writing by Landlord in Landlord’s Permitted Discretion (Landlord hereby approving the following assignees for Phase II: DMA Development Company, LLC; McCormick, Baron and Salazar; and Foundation Communities) and which does not constitute a Prohibited Transferee, (iii) a Leasehold Mortgagor or purchaser at foreclosure or in lieu of foreclosure under any Leasehold Mortgagor in accordance with Article XV below, which does not constitute a Prohibited Transferee, but without regard to clause (a) in the definition of Prohibited Transferee, or (iv) Subleases to End Users as described in Section 14.2 below, in no event may Tenant either voluntarily or by operation of law, Transfer the Leasehold Estate in whole or in part with respect to any Phase of the Project which has not achieved Completion of Construction without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. Further, any change in control of Tenant by merger, consolidation, stock transfers, transfers of partnership interests, transfers of membership interests or other means of transferring control of Tenant or its business shall be deemed to be a Transfer of this Lease for the purposes of this Section 14.1(a); provided, however, that there may occur the removals or changes in control contemplated in the definition of Qualified Equity Investor Entity pursuant to which the investor entity described in subsection (a) of said definition acquires the interest of Endeavor and Columbus without Landlord’s prior written consent (and which shall not be deemed a Transfer for the purposes of Section 14.3 of this Lease) so long as Tenant otherwise remains a Qualified Equity Investor Entity thereafter.

(b) Following Completion of Construction of a Phase of the Project (a “Completed Phase”), Tenant may Transfer the Completed Phase and such portion of the Leasehold Estate in which the Completed Phase is located (which includes the Transfer of any Master Unit located in a Completed Phase and its appurtenant common elements) without Landlord’s prior written consent to any Person who is not a Prohibited Transferee as provided in this Article XIV.

(c) Consent by Landlord (or failure by Landlord to object) to one or more Transfers, if applicable, shall not operate to exhaust Landlord’s rights under this Article XIV, as and to the extent applicable. Any attempt to Transfer or otherwise alienate Tenant’s interest in this Lease in violation of this Article XIV without the prior written consent of Landlord, if applicable, shall be void and of no force and effect. Any Person who shall, by operation of law or otherwise, become a Transferee of this Lease or become vested with the Leasehold Estate (or portion thereof) hereunder shall be bound by and be liable upon all the terms, covenants, provisions and conditions contained in this Lease applicable to the transferred interest and arising after the date of the Transfer, and such Transfer shall release Tenant (or any subsequent transferee) from its liability under this Lease arising after the date of such Transfer applicable to the Transferred interest. Tenant waives any right it may have at law or in equity to terminate this Lease as a result of Landlord’s refusal to consent to a Transfer, if applicable.

14.2 Subletting to End Users.
IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the Commencement Date.

LANDLORD:

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY,
a public political subdivision of the State of Texas

By: Elaine Timbes, Executive Vice President and Chief Operating Officer

APPROVED AS TO FORM:

By: Kerri L. Butcher, Chief Counsel

[Signature Block Continues on Following Page]
TENANT:

PLAZA SALTILLO TOD, LP, a Delaware limited partnership

By: COL-E Saltillo GP, L.L.C, a Texas limited liability company, its general partner

By: [Signature]

Name: Kirk A. Rudy
Title: EVP
EXHIBIT A

Plaza Saltillo

[Attached]
Development Activities I

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

   - **92** # of Units must qualify for **10** Points
   - Development will provide sufficient common amenities to qualify for the number of points indicated above, pursuant to 10 TAC §11.101(b)(5). Applications for scattered site developments should refer to 10 TAC §11.101(b)(5)(B).

2. **Unit Requirements (ALL Multifamily Applications) [10 TAC §11.101(b)(6)(A) and (B)]**

   - **A. Unit Sizes**
     - **X** Development is New Construction or Reconstruction and will meet the minimum Unit Size requirements:

       | Bedroom Size | Square Footage |
       |--------------|----------------|
       |              | 500 600 800 1,000 1,200 |

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

   - **B. Unit Amenities (For Competitive HTC Applications, see Tab 19 for Unit and Development Features scoring)**
     - **X** 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).
     - **X** 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)**

   - **X** 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).
   - **X** 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)]**

   - **X** 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).
     - **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).**

6/26/2019
* Refer to Recap Sheet for Additional Project Data including the square footage of balconies, circulation, and non-rentable space.
The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.

Please visit our website at http://comptroller.texas.gov/procurement/prog/hub/ and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

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The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**DMA DEVELOPMENT COMPANY, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 07-SEP-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business’ application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company’s HUB certification prior to issuing a notice of award by accessing the Internet (https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.
Site Development & Feasibility Report

TALAVERA LOFTS

A 0.8117 Acre site at the SEC of
East 5th Street & Navasota Street
Austin, Travis County, Texas 78702

Prepared by:
DMA Development Company, LLC (Applicant)
4101 Parkstone Heights Drive, Suite 310, Austin, TX 78746

Prepared for:
Texas Department of Housing and Community Affairs
221 East 11th Street, Austin, TX 78701

Original Report
February 2018

REVISED
2/19/2019
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A. Introduction

DMA Development Company, LLC is pleased to submit this Site Investigation Report (SIR) for the ±0.8117 acres located at the southeast corner of East 5th Street & Navasota Street in the City of Austin, Travis County, Texas. A Site Location Map has been included in the appendix as Exhibit 1 and a Survey is included as Exhibit 2. Site details are listed below.

The purpose of this report is to present sufficient detail of the existing site characteristics, location, and zoning, taxing entities, proposed site plan, applicable site, building and utility design codes and requirements, as well as discussions of the proposed site design and review/permitting process of the City of Austin. These conditions were found to be standard to the development process of a site in Austin, TX.

Talavera Lofts is a 92-unit, amenity rich, multi-family housing development proposed to be developed on this site. This new construction is part of the greater Plaza Saltillo Redevelopment project and is being financed separate from all other redevelopment activities within Plaza Saltillo. Talavera Lofts will be five-stories in height and consists of studio, 1 bedroom, 2 bedroom, and 3 bedroom units. It will include parking on the ground floor and additional parking on the site to the west of Navasota Street. Parking is sized per the Plaza Saltillo TOD Regulating Plan, though the design and location of development encourages the use of public transit and alternate methods of transportation. Ingress/egress to both the parking garage and parking lot are from Navasota Street.

The building designs were prepared by the architectural firm, Nelsen Partners, and the Engineered Site Plan was prepared by Stantec. The two firms coordinated to optimize the building and parking layout. The plan includes building placement, fire lanes, existing roadways, proposed and existing water and sewer utilities, and a statement regarding codes and ordinances.

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.
### Quick Reference Table

<table>
<thead>
<tr>
<th>Address</th>
<th>SEC E 5th and Navasota Streets, Austin, TX 78702</th>
</tr>
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<tbody>
<tr>
<td>County</td>
<td>Travis</td>
</tr>
<tr>
<td>TCAD ID</td>
<td>0204061406</td>
</tr>
<tr>
<td>Property ID</td>
<td>191916</td>
</tr>
<tr>
<td>Legal Description</td>
<td>LOT 7-12 BLK 1 OLT 4 DIV O PECK R H</td>
</tr>
<tr>
<td>Map ID</td>
<td>020201</td>
</tr>
<tr>
<td>Zoning</td>
<td>TOD-CURE--NP</td>
</tr>
</tbody>
</table>
B. Subdivision and Taxing Jurisdictions

The subject site is made up of a portion of two parcels. A Tax Parcel Map has been included in the appendix as Exhibit 3. Travis Central Appraisal District (TCAD) information for parcels are as follows:

<table>
<thead>
<tr>
<th>TCAD ID #</th>
<th>Address</th>
<th>Legal Description</th>
<th>Deed Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>0204061406</td>
<td>E. 5th St</td>
<td>Lot 7-12, Block 1, Outlot 4, Division O, R.H. Peck Subd.</td>
<td>10536/77</td>
</tr>
<tr>
<td>0204060901</td>
<td>1301 E. 5th St</td>
<td>Lots 56-58 and 130x285 SF Outlot 3, Division O Central Row</td>
<td>10536/77</td>
</tr>
</tbody>
</table>

These parcels are taxed at the following rates (2018 values):

- Austin Independent School District (AISD) – 1.192%
- City of Austin – 0.4403%
- Travis County – 0.3542%
- Travis County Central Appraisal District – 0%
- Travis County Healthcare District – 0.105221%
- Austin Community College District – 0.1048%
- Homestead Preservation Reinvestment Zone 1 – 0%

*Total Tax Rate – 2.196521% (no exemptions)*

The City of Austin requires all proposed development to be located on a legal lot or platted parcel. This parcel is platted in the R. H. Peck Subdivision recorded in Plat Book S, Page 551, and in the Central ROW Subdivision, recorded in Plat Book V, Page 661 of the Travis County Plat Records.

According to the Deed Volume 10536, Page 77, there are multiple Permitted Exceptions (listed in Exhibit B of the Deed) which are associated with the potential development of the property. A copy of Deed Volume 10536, Page 77 is included in the appendix as Exhibit 4. These exceptions include two easements for railroad purposes. The railroad easements are in place to serve the current alignment of the Capitol Metropolitan Rail Line, which bisects the site along the north and northwestern portion of the property. These easements were recorded under Volume 9837, Page 480 and Volume 9841, Page 858 of the Real Property Records of Travis County. Copies of the railroad easements have been included in the appendix as Exhibit 5.
C. Zoning

Proposed development will be required to meet Land Development Code (LDC) zoning regulations for land use, building height, building setbacks, impervious cover limits, signage, landscaping, and parking. On December 11, 2008, the City of Austin passed and approved Ordinance No. 20081211-082, which established the Plaza Saltillo Transit Oriented Development District. The ordinance was revised on May 25, 2013 under Ordinance No. 20130425-106.

Regulations within this district are based on the TOD Subdistrict applicable to the property and the roadway classifications abutting the property. This property is within the TOD Mixed Use Subdistrict. East 5th Street is classified as a TOD Pedestrian Priority Street and Navasota Street is classified as a TOD Local Street.

TOD development regulations for the Mixed Use Subdistrict are discussed below. Multifamily uses are permitted within the TOD Mixed Use Subdistrict. A TOD Subdistrict Map and TOD Base Maximum Height Map have been included in the appendix as Exhibit 6 and Exhibit 7, respectively.

Sidewalks & Building Placement:

East 5th Street is classified as a TOD Pedestrian Priority Street:
- Sidewalks shall be no less than 12’. Which includes a 7’ street tree/furniture zone and a 5’ clear zone. Shown to the left.
- Public sidewalks shall be located on both sides of a Pedestrian Priority Street.
- Street trees are required along a Pedestrian Priority Street.
- 50% net frontage length built up to the Clear Zone.

Navasota Street is classified as a TOD Local Street:
- Sidewalks shall be no less than 10’. Which includes a 5’ street tree/furniture zone and a 5’ clear zone. Shown to the left.
- The street tree/furniture zone may be eliminated when adjacent onstreet parallel parking is provided.
- Sidewalks shall be located on both sides of a Local Street.
- Street trees are not required on a Local Street.
- 40% net frontage length built up to the Clear Zone.
Density and height bonuses may be granted to a development that meets the affordability requirements in Section 4.3.3.C as follows:

- Habitable space equal to 25% of the entire square footage is reserved as affordable.
- The property owner shall be responsible for providing a minimum of 15% of the aforementioned space with COA funding the remainder (where funds are available).
- The 25% requirement may be met by providing affordable owner occupied units, rental units, or a combination of both.
- Owner Occupied Units: the above mentioned 25% affordable space shall be reserved for no less than 99 years from the time the certificate of occupancy is issued and made available to households earning no more than 60% of the Annual Median Family Income.
- Rental Units: the above mentioned 25% affordable space shall be reserved for no less than 40 years from the time the certificate of occupancy is issued and made available to households earning no more than 50% of the Annual Median Family Income.

A “Fee in Lieu” of providing affordable housing space is available subject to approval by City Council and the Neighborhood Housing and Community Development (NHCD) Department. The owner must demonstrate a compelling reason to not provide housing on-site. A fee of $10/per square foot shall be applied to the greater of:

- the gross building area over that established by the max. FAR;
- the number of units above that established in section 2.3 of the TOD (45 unit/acre) multiplied by the average unit square footage of the entire development, or;
- The amount of gross building area constructed within a space previously restricted by compatibility standards.

If the affordability standards are met, the development will be allowed a maximum height of 60’ and be exempt from the following site development standards:

- Maximum density requirements (45 DU/acre);
- Maximum FAR (2:1);
- Height limitations and setbacks set by Compatibility Standards.

The portion of the property west of Navasota Street will be subject to zoning ordinance 20170302-063 and City of Austin case number C14-2016-0049, which rezoned that portion of the site to TOD-CURE-NP. The purpose of a CURE combining district is to promote the stability of neighborhoods in the central urban area. Regulations established by a CURE overlay may modify:

- Permitted or conditional uses authorized in the base district.
- Off-street parking regulations, sign regulations, or landscaping or screening regulations applicable in the base district.

Per this ordinance, the following will apply:

- 41 affordable units will be constructed as part of the development; if provisions of ordinance 20170302-062 are exercised, 25% of the 41 units must contain 2 or more bedrooms and have the same minimum average size unit as the market rate units located in the same buildings.
- The property owner will make additional residential rental units available to be subsidized by the City as affordable units.
- The property owner will pay a fee-in-lieu of providing on-site affordable housing units for the additional non-residential square footage above the 2:1 FAR.
- Affordable housing units on the property are to be set aside for occupancy by households with incomes at or below 50% of the Annual MFI.

The TOD Subdistrict Map indicates this site as a Potential Open Space with a Potential Paseo where the Onion Street ROW would be extended along the eastern property line. Development on this site is encouraged to meet parkland dedication requirements per Section 4.11.4 and 4.11.5 or pay a fee-in-lieu.

As of the date of this report, the preliminary site plan prepared by Stantec, sealed and dated February 28, 2019, in conjunction with this report materially adheres to all applicable zoning, site development, and building code ordinances. The site plan has been included in the appendix as Exhibit 8.

According to the City of Austin GIS data, this site is within the East Cesar Chavez Neighborhood Planning Area (NPA). The development goals outlined in this neighborhood plan are guidelines. However, if the proposed development is not permitted by Right and requires a public hearing for approval, the Neighborhood Planning team may contest the development. The Future Land Use Map (FLUM) shows this property is anticipated to be mixed use.
D. Compatibility Standards

Compatibility standards (LDC Chapter 25-2, Article 10) are triggered by adjacent developments with a zoning classification or land use (e.g. a home in a GR district) of Single-family Residence (SF-5) or more restrictive within 540 feet. Compatibility standards govern setbacks of proposed developments from adjacent property lines and limit building heights. Compatibility Standards also require specific standards for lighting, noise levels and screening of equipment, trash dumpsters, and mechanical structures. According to the City of Austin GIS data, there are single family zoned properties to the south of the site which will trigger compatibility. Due to the distance of these properties, the setbacks will not affect the height of any proposed structure. A Compatibility Exhibit has been included in the appendix as Exhibit 9.

E. Topography and Soil Characteristics

Per the City of Austin GIS data, the subject site has an approximate elevation change of 5 feet. The high point on site is located near the northeast corner of the site and is approximately 472 feet above mean sea level (MSL). The lowest point on site is located along the southern property line and is approximately 467 feet MSL. A Topography Map is included in the appendix as Exhibit 10.

According to the USDA Web Soil Survey (WSS), the subject site is comprised of Urban land (Ur) which generally has slopes of 0-6%. Ur is a Hydrologic Soil Group D, which have a moderate infiltration rate.

F. Texas Commission on Environmental Quality (TCEQ)

This site is not located in the Edwards Aquifer Recharge Zone or Contributing Zone according to maps distributed by TCEQ.

For limits-of-construction areas less than one acre, a Storm Water Pollution Prevention Plan (SWPPP) is not typically required. A SWPPP contains pollution prevention measures and inspection/maintenance schedules.
G. Landscape and Tree Ordinance

The City of Austin Tree Ordinance (LDC Chapter 25-8, Subchapter B, Article 1) requires a tree survey identifying all trees eight inches in diameter and larger for all proposed development. Trees 19 inches in diameter and greater are considered protected trees. Protective measures in the critical root zone of trees are shown in the diagram to the left.

Additionally, any tree from the specified tree species list (to the left) larger than 24 inches but smaller than 30 inches is classified as a Heritage Tree, which requires an administrative variance from the director of the Planning and Development Review Department prior to removal. Any tree larger than 30 inches requires a Land Use Commission public hearing before approval to remove is granted.

According to aerial imagery, the site has a multi-trunk tree in the middle of the property and many trees along the southern property line. The presence of existing trees may impact the site layout and we recommend a tree survey and an arborist evaluation of the health of any existing protected trees prior to the building layout process, in order to plan accordingly. It is our understanding that the trees on the site have been deemed by the City of Austin to not warrant protecting.

H. Stormwater Drainage and Water Quality

This site is located in the Lady Bird Lake Watershed, which is classified as an Urban Watershed. The impervious cover limit in an Urban Watershed is determined by the base zoning district. Detention for increase in stormwater runoff for 2-, 10-, 25-, and 100-year storm events is typically required. Per the COA Drainage Criteria Manual Section 1.2.2.F, developments which are immediately adjacent and discharge directly into Lake Travis, Lake Austin, Lady Bird Lake and the Colorado River, on-site detention is not required. A formal waiver request may be required during the Site Plan process in order to gain approval of the waiver.
Water quality controls are required when impervious cover is in excess of 20% of the site. The City of Austin requires construction of water quality ponds (or approved alternative treatments) to treat the first 1/2-in of stormwater discharge from the site plus an additional 1/10 of an inch for every 10% over the first 20% of impervious cover on the site. A minimum of 75% of the required Water Quality Volume (WQV) must be treated on-site using innovative water quality controls. Up to one acre of water quality in an Urban Watershed may be fulfilled through fee-in-lieu. A request for approval of fee-in-lieu of water quality controls will be required during the site development permit process. The applicant must demonstrate that every effort has been taken to provide water quality with unsuccessful or unreasonable outcomes. Recently, the City of Austin has been very hesitant on approving this Fee-in-Lieu.

According to the Flood Insurance Rate Map 48453C0465J, published January 6, 2016, no portion of this site is located in the 100-year floodplain. A FEMA Floodplain Map is included in the appendix as Exhibit 11.

I. Transportation | Traffic Impact Analysis | Parking

This site contains frontage on East 5th Street and Navasota Street. These roads are City of Austin right-of-way (ROW) and are subject to COA standards for minimum driveway spacing. There are no access points currently available to the site from any ROW.

<table>
<thead>
<tr>
<th>Street Name</th>
<th>COA Classification</th>
<th>No. Lanes/Configuration</th>
<th>Driveway Spacing</th>
<th>Protected Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>East 5th Street</td>
<td>Minor Arterial</td>
<td>1 (Two-Way)</td>
<td>150'</td>
<td>Yes</td>
</tr>
<tr>
<td>Navasota Street</td>
<td>Local City Street</td>
<td>1 (Two-Way)</td>
<td>50'</td>
<td>No</td>
</tr>
</tbody>
</table>

A Traffic Impact Analysis (TIA) provides information on the projected traffic expected from a proposed development and evaluates the impact of proposed development on the roadways in the immediate vicinity. If the expected number of trips generated by the project exceeds 2,000 vehicle trips per day, a TIA will be required. Additionally, on March 13, 2017, an updated ordinance went into effect that may lead to increased costs related to traffic and transportation improvements associated with new development and redevelopment in the City of Austin. Required ROW dedication or transportation system improvements are not to exceed the amount required that is roughly proportionate to the proposed development as determined by a professional engineer. The City of Austin Transportation Department will issue a written determination of an applicant’s roughly
proportionate share of infrastructure costs attributable to a proposed development prior to approval of an application for which dedication or reservation of ROW or the construction or funding of system transportation improvements is required. This determination:

- Need not be made to a mathematical certainty, but is intended to be used as a tool to fairly assess the roughly proportionate impacts of a development based on the level of transportation demand created by a proposed development relative to the capacity of the existing public infrastructure;
- Shall be completed in accordance with generally recognized and approved measurements, assumptions, procedures, formulas, and development principles; and
- Shall state the roughly proportionate share to the property owner for the dedication and construction of transportation-related improvements necessary to ensure an effective and safe transportation system that is sufficient to accommodate the traffic generated by a proposed development.

If the proposed development does not require a TIA, the Transportation Department may condition approval of a site development permit on the construction or funding of traffic system improvements, which are included in the table to the left. System improvements must be located within the boundaries of the development for which they are required or no farther from the proposed development than:

- ¼-mile, or
- ¾-mile, for an improvement required to provide access between the proposed development and a school, bus stop, public space, or major roadway as designated under the transportation plan.

The total cost of system improvements required may not exceed the lesser of:

- The applicant’s roughly proportionate share of infrastructure costs as established by the proportionality determination, less the cost of any ROW dedication required; or
- The total cost of offsite transportation improvements identified in a TIA approved by the director, whether or not the TIA is required or submitted voluntarily.

According to the ITE Trip Generation Handbook, 9th Edition, an apartment development with 0 units will generate approximately 599 trips per day. Therefore, a TIA is not anticipated to be required, however the City of Austin may require a smaller-scale traffic study or traffic mitigation.

According to Chapter 25-6, Appendix A, parking requirements for Multifamily Use are shown in the table below. Minimum off-street parking requirements per the TOD are 60%
of that prescribed by Appendix A. Additional parking reductions are listed in the Plaza Saltillo TOD Plan Section 4.5.2. Reductions in bicycle parking is not permitted.

<table>
<thead>
<tr>
<th>Parking Ratios</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Multifamily</strong></td>
</tr>
<tr>
<td>Efficiency</td>
</tr>
<tr>
<td>1 Bedroom</td>
</tr>
<tr>
<td>1+ Bedrooms</td>
</tr>
</tbody>
</table>

The TOD Circulation Concept Plan indicates various action items that may affect development of this site which include: potential new streets, potential future realignment of the Lance Armstrong Bikeway (LAB), and a Potential Paseo/Pedestrian connection. A TOD Circulation Concept Plan Map has been included in the appendix as **Exhibit 12**. The potential new street is proposed to align along the northern property line. The potential future realignment of the LAB is proposed to run along the southern property line. As discussed in the zoning section, the Potential Paseo is proposed where the Onion Street ROW would be extended along the eastern property line.

The City of Austin 2014 Bicycle Master Plan does not include improvements for East 5th Street or Navasota Street. The 2025 Austin Metropolitan Area Transportation Plan (AMATP) does not include E. 5th Street or Navasota Street as proposed roadways for expansion. The City of Austin is currently pushing to approve the Austin Strategic Mobility Plan which will reflect the transportation goals of the Imagine Austin Plan which coordinates with the Plaza Saltillo TOD plan.

**J. Fire Department Requirements**

A fire hydrant is required for every 1,250 gpm, or fraction of 1,250 gpm, of required fire flow. The Austin Fire Department requires a minimum of one hydrant within 400’ of all portions of first floor exterior walls of new buildings. For buildings that require a fire flow of 1,500 gpm up to and including 2,500 gpm, a second hydrant is required within 500’ of all portions of first floor exterior walls. For structures that are protected by automatic sprinklers, the distance to each of the first two hydrants shall be less than or equal to 500’.

Fire access roadways shall be designed with an appropriate 25’ inside turning radius and a 50’ outside turning radius at turns to accommodate any operational Fire Department apparatus. Turning radii for entrance and exit access roadways must also conform to current City of Austin driveway requirements. All points on the first floor of a building must be within 150’ of a fire access road.
K. Site Utilities

Water and Wastewater Service
The City of Austin Water Utility (AWU) is the water and wastewater provider for the site. This site is located within the City of Austin Grid Number L21. An Austin Water Utility Service Availability Letter has been included in the appendix as Exhibit 13.

Existing water utilities around this site include a 24-inch cast iron waterline in the Navasota Street ROW. As well as, a proposed 16-inch PVC water line located in the E. 5th Street ROW. As well as, a proposed fire hydrant located on the site.

Existing wastewater utilities around this site include a 12-inch PVC gravity wastewater line located in the E. 5th Street ROW. A COA Water and Wastewater Utility Map has been included in the appendix as Exhibit 13.

A Service Extension Request (SER) submitted to the City of Austin Water Utility may be required to determine if the existing infrastructure will be sufficient for the proposed development. We recommend that a formal SER application be submitted as soon as possible to AWU to confirm these discussions or determine the extent of offsite improvements required to serve this project.

Natural Gas
Natural gas will not be used at this site.

Electric
Electric service in the area is available through Austin Energy. An Austin Energy Service Availability Letter has been included in the appendix as Exhibit 13.

Telephone | Cable | Fiber Optic
AT&T and Time Warner Cable can provide telecommunications services in this area. Google Fiber service will be available throughout the City of Austin in the next several years. Telecommunications facilities will be extended/constructed to serve this site, as provided by the tariffs and regulations of the Public Utilities Commission.
L. City of Austin Processes

The following information has been prepared by the civil engineer, Stantec, in accordance with Subchapter C §11.204(15)(D) of the 2019 Uniform Multifamily Rules.

Site Development Permit (Site Plan)

Prior to the issuance of a site development permit, a site plan application must be submitted and approved by the City of Austin. A site plan application requires the combination of the land use site plan element reflecting the layout of proposed parking, buildings, and setbacks, and the construction site plan element which shows proposed grading, stormwater detention, site utility plan, erosion/sedimentation control plan, tree protection plan, and landscape plan. The full process timeline for obtaining a site development permit is currently on the average of seven to twelve months.

Building Permit

Upon the approval of the site plan application, City of Austin building permit(s) will be required for development of the site. The building permit process is designed to ensure compliance with all City codes and ordinances relative to the construction of the building and building sites. A building permit application can be submitted for concurrent review with the site development permit after the first round of comments has been provided.

Permit and Review Fees

Several permit and review fees will be required throughout the development process of this project. Additional fees such as capital recovery fees, utility inspection, landscape fees and erosion/sedimentation control fiscal will be required prior to issuing the development permit. Fees are typically based on the meter size of the proposed buildings, the acreage of the proposed development, construction estimates of proposed improvements, and total estimated construction costs.

The project has received a SMART Housing certification (see Exhibit 14), which waives several impact fees including, but not limited to the following:

- Capital Recovery Fees
- Building Permit
- Concrete Permit
- Electrical Permit
- Mechanical Permit
- Plumbing Permit
- Site Plan Review
- Misc. Site Plan Fee
- Construction Inspection
- Subdivision Plan Review
- Misc. Subdivision Fee
- Zoning Verification
- Land Status Determination
- Building Plan Review
- Parkland Dedication (by separate ordinance)
LIST OF EXHIBITS
Talavera Lofts | Site Development & Feasibility Report

1. Site Location Map
2. Survey
3. Tax Parcel Map
4. Special Warranty Deed V. 10536, P. 77
5. Railroad Easements
6. TOD Subdistrict Map
7. TOD Base Maximum Height Map
8. Preliminary Site Plan
9. Compatibility Exhibit
10. Topography Map
11. FEMA Floodplain Map
12. TOD Circulation Concept Plan Map
13. Service Availability Letters
14. SMART Housing Letter
EXHIBIT 1
Talavera Lofts | Site Location Map
Talavera Lofts Site Map
SE and SW corner of E. 5th St. and Navasota St.
Talavera Lofts Site Map
SE and SW corner of E. 5th St. and Navasota St.
EXHIBIT 2
Talavera Lofts | Survey
EXHIBIT 4
Talavera Lofts | Special Warranty Deed V. 10536, P. 77
STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, acting by or through its duly authorized officers, hereinafter called "Grantor," for Ten Dollars ($10.00) and other valuable consideration to it in hand paid by Capital Metropolitan Transportation Authority, of Austin, Travis County, Texas, whose address is P. O. Box 1943, 1005 Congress Avenue, Austin, Texas 78767, hereinafter called "Grantee," the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, to Grantee and its successors and assigns that certain real property situated in Travis County, State of Texas, and more particularly described in Exhibit "A", attached and hereby made a part hereof.

Grantor reserves to itself, its successors and assigns, and excepts from the property hereby conveyed, all oil, gas, and other minerals in and under said property. Notwithstanding the foregoing, however, by acceptance of delivery of this Special Warranty Deed, Grantor, its successors and assigns, agree: (i) Grantor, its successors and assigns shall not have the right to enter upon the surface of the property hereby conveyed for any purpose whatsoever in connection with this reservation of oil, gas, and other minerals, and (ii) in the event Grantor, its successors or assigns elect to develop the mineral estate reserved herein by any off-site procedure, Grantor, its successors and assigns shall indemnify and hold Grantee, its successors and assigns harmless from any loss or damage to Grantee's surface estate or Grantee's use thereof caused by such development.

This grant is subject to restrictions described on Exhibit "B", which is attached hereto and made a part hereof, to the extent the same are currently in force and effect and applicable to the property hereby conveyed.
TO HAVE AND TO HOLD said property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns forever.

Grantor hereby binds itself, its successors and assigns, to WARRANT and FOREVER DEFEND all and singular said property unto Grantee and its successors and assigns against every person whomsoever lawfully claiming the same or any part thereof by, through and under Grantor, but not otherwise.

Grantor represents that it is not a foreign person for purposes of Section 1445 of the Internal Revenue Code, and that its proper name, address and taxpayer identifying number (U.S. Employer number) are as set forth in Exhibit "C" attached and hereby made a part hereof.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of this 15th day of December, 1987.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By:  
Title:  

Attest:  
Title:  

STATE OF CALIFORNIA  
City and County of San Francisco  

On this 15th day of December, in the year One Thousand Nine Hundred and Eighty-

Dated before me, MARY J. SIMMONS a Notary Public in and for the City and County of San Francisco, State of California, personally appeared

R. E. MESSICK  
Vice President

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Vice President, and

A. G. RICHARDS  
Secretary

personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

MARY J. SIMMONS  
Notary Public in and for the City and County of San Francisco, State of California.
Parcel 2

Beginning at the point of intersection of the southerly line of East 5th Street (80 feet wide) with the westerly line of San Marcos Street as said intersection is marked by an iron pin; thence South 23°05'12" West, along said westerly line, 277.94 feet to the southeast corner of said Lot 22; thence North 66°56'56" West, along the southerly line of said Lots 22 through 12, a distance of 275.07 feet to the southwest corner of said Lot 12 at the intersection of the northerly line of East 4th Street with the easterly line of Brushy Street; thence North 22°59'23" East, along last said easterly line and the northerly prolongation thereof, 271.66 feet to an iron pin in the southerly line of said East 5th Street; thence South 68°15'15" East, along last said line, 275.61 feet to the Point of Beginning.

Parcel 3

Beginning at an iron pin at the intersection of the southerly line of East 5th Street with the westerly line of Medina Street; thence South 23°11'22" West, along last said westerly line, 280.55 feet to the southeast corner of said Lot 33 in the northerly line of East 4th Street; thence North 66°56'56" West, along last said line, also being the southerly line of said Lots 33 through 23, a distance of 279.57 feet to the southwest corner of said Lot 23 at the intersection of the northerly line of East 4th Street and the easterly line of
Exhibit "A"

Those parcels of land situated in the City of Austin, County of Travis, State of Texas, being a portion of Lots 1 through 7, all of Lots 8 through 58 of Central R.O.W. Subdivision in the City of Austin, as said lots are shown on a plat recorded in Plat Book "V", Page 661 of the Plat Records of said County; all of Lots 7 through 12, Block 1 and all of Lots 7 through 12, Block 2 of R. H. Peck Subdivision, as said lots are shown on a plat recorded in Plat Book "S", Page 551 of the Plat Records of said City, and a portion of Government Outlots 1, 2 and 3 of Division "O", a portion of Blocks 1, 2, 3 and 4 of Outlot 9 and a portion of Block 3, Outlot 10 of Division "A", described as follows:

Parcel 1

Beginning at the intersection of the northerly line of East 4th Street with the westerly line of Brushy Street, being the southeast corner of said Lot 11, of said Central R.O.W. Subdivision, marked by an iron pin; thence North 66° 56' 56" West, along said northerly line, being the southerly line of said Lots 11 through 1, of last said subdivision, 263.25 feet to the most southwest corner of said Lot 1; thence North 18° 53' 30" East, along the westerly line of said Lot 1, a distance of 6.90 feet to the southwest corner of that certain 0.8479 of an acre parcel of land described in deed dated Apr 11, 1959, from Texas and New Orleans Railroad Company to the State of Texas; thence North 87° 44' 00" East, along the southerly line of last said land, 181.05 feet to the southeasterly corner of last said land; thence North 22° 59' 23" East, along the easterly line thereof, 15.70 feet; thence North 16° 52' 00" East, continuing along last said line, 168.59 feet to an iron pin at the northeast corner of last said land in the southerly line of East 5th Street; thence South 68° 15' 15" East, along last said line, 118.01 feet to an intersection with the westerly line of Brushy Street; thence South 22° 59' 23" West, along said westerly line, 270.30 feet to the Point of Beginning.
San Marcos Street; thence North 23° 05'12" East, along last said easterly line, 278.69 feet to the southerly line of said East 5th Street; thence South 67° 19'45" East, along last said line, 280.09 feet to the Point of Beginning.

Parcel 4

Beginning at an iron pin at the intersection of the southerly line of East 5th Street with the westerly line of Waller Street; thence South 23° 10'12" West, along last said line, 282.81 feet to the southeast corner of said Lot 44 in the northerly line of East 4th Street; thence North 66° 56'56" West, along last said line, being coincident with the southerly line of said Lot 44 through 34, a distance of 281.21 feet to the southwest corner of said Lots 44 through 34 at the intersection of last said line with the easterly line of Medina Street; thence North 23° 11'22" East, along last said line, 280.95 feet to the southerly line of said East 5th Street; thence South 67° 19'45" East, along last said line, 281.12 feet to the Point of Beginning.

Parcel 5

Beginning at an iron pin at the intersection of the southerly line of East 5th Street with the easterly line of Waller Street; thence South 67° 19'45" East, along last said line, 284.92 feet to the westerly line of Attoyac Street; thence South 23° 09'30" West, along last said line, 283.61 feet to the southeast corner of said Lot 55 in the northerly line of East 4th Street; thence North 67° 13'31" West, along last said line being coincident with the southerly line of said Lots 55 through 45, a distance of 284.96 feet to the southwest corner of said Lot 45 in said easterly line of Waller Street; thence North 23° 10'12" East, along last said line, 283.06 feet to the Point of Beginning.
Parcel 6

Beginning at an iron pin at the intersection of the southerly line of East 5th Street, with the westerly line of Navasota Street; thence South 23° 08'50" West, along last said line, 146.26 feet to the northeast corner of Lot 6, Block 5 of said R. H. Peck Subdivision; thence North 67° 13'31" West along the northerly line of said Block 5, a distance of 190 feet to the northwest corner of Lot 3 of said Block 5; thence South 23° 08'50" West, along the westerly line of last said Block, 138.0 feet to the southwest corner of said Lot 3, in the northerly line of East 4th Street; thence North 67° 13'31" West, along last said line, 94.96 feet to intersection of the easterly line of Attoyac Street; thence North 29° 09'30" East, along last said easterly line, 283.71 feet to said southerly line of East 5th Street; thence South 67° 19' 45" East, along last said line, 284.92 feet to the Point of Beginning.

Parcel 7

Beginning at an iron pin at the intersection of the southerly line of East 5th Street with the westerly line of Onion Street, being the northeast corner of said Lot 7 in Block 1 of R. H. Peck Subdivision; thence South 23° 08'10" West, along the easterly line of said Lot 7, a distance of 132.35 feet to the southeast corner thereof; thence North 67° 16'40" West, along the southerly line of Lots 7 through 12 of said Block 1, a distance of 287.94 feet to the southwest corner of said Lot 12 in the easterly line of Navasota Street; thence North 23° 08'50" East, along last said line being coincident with the westerly line of said Lot 12, a distance of 132.09 feet to said southerly line of East 5th street, thence South 67° 19'45" East, along last said line, 287.98 feet to the Point of the Beginning.
Parcel 8

Beginning at an iron pin at the intersection of the southerly line of East 5th Street with the westerly line of Comal Street, being the northeast corner of said Lot 7 in Block 2 of R. H. Peck Subdivision; thence South 23° 07'30" West, along the easterly line of last said Lot, 132.64 feet to the southeast corner thereof; thence North 67° 16'40" West, along the southerly line of Lots 7 through 12 of said Block 2, a distance of 287.94 feet to the southwest corner of said Lot 12 in the easterly line of Onion Street; thence North 23° 08'10" East, along last said line being coincident with the westerly line of last said Lot, 132.38 feet to said southerly line of East 5th Street; thence South 67° 19'45" East, along last said line, 287.92 feet to the Point of Beginning.

Parcel 9

Beginning at an iron pin at the intersection of the easterly line of Canadian Street with the southerly line of Hidalgo Street; thence South 66° 57'35" East, along last said southerly line, 629.03 feet to a point in the northerly line of land described in deed dated December 4, 1957, from Texas and New Orleans Railroad Company to Longhorn Sash & Door Company recorded in Volume 1884, Page 74, Deed Records of said County, said point being distant southerly 9.00 feet, measured radially from the center line of a drill track traversing Lot 1 and 2 of said Outlot 9, Division "A"; thence westerly and northwesterly, along last said northerly line c, the curvature and course thereof, 654.15 feet, more or less to the easterly line of Canadian Street; thence North 22° 39'25" East, along last said line, 112.70 feet to the Point of Beginning.
Parcel 10

Beginning at the most southerly corner of land described in deed dated December 4, 1957, from Texas and New Orleans Railroad Company to Longhorn Sash & Door Company recorded in Volume 1884, Page 74, Deed Records of said County; thence northeasterly, along the easterly line of last said land on a curve concave southeasterly, having a radius of 256.29 feet, an arc distance of 234.32 feet to a point in the westerly line of land described in Parcel "G" of deed dated August 14, 1986, from Southern Pacific Transportation Company to the City of Austin recorded in Volume 9837, Page 422 Deed Records of said County; thence southerly, along last said line on a curve concave southeasterly, having a radius of 515.00 feet, an arc distance of 209.46 feet to the northerly line of East 6th Street; thence North 67° 13' West, along last said line, 88.84 feet to the Point of Beginning.

Parcel 11

Commencing at the intersection of the westerly line of Pedernales Street with the southerly line of East 6th Street; thence North 67° 13' West, along said northerly line, 643.89 feet to an iron pin at the Point of Beginning, in the westerly line of land described in Parcel "E" of deed dated August 14, 1986, from Southern Pacific Transportation Company to the City of Austin recorded in Volume 9837, Page 422 Deed Records of said County; thence southerly, along last said line on a curve concave easterly, having a radius of 515.00 feet, an arc distance of 383.39 feet to an iron pin in the northerly line of East 5th Street; thence North 67° 15' West, along last said line, 651.90 feet to the westerly
continuation of the southeasterly line of land described in deed dated August 25, 1949, from Texas and New Orleans Railroad Company to East End Lumber Company, recorded in Book 1004, Page 399 Deed Records of said County; thence easterly and northeasterly, along last said line on a curve concave northerly following the curvatures thereof, to the southerly line of East 6th Street; thence South 67° 13' East, along last said line, 106.45 feet to the Point of Beginning.

TOGETHER with all of the right, title and interest of Southern Pacific Transportation Company in and to the land underlying the following streets:

1. Brushy Street (60 feet wide) - between the southerly line of East 5th Street and the northerly line of East 4th Street.

2. San Marcos Street (60 feet wide) - between the southerly line of East 5th Street and the northerly line of East 4th Street.

3. Medina Street (60 feet wide) - between the southerly line of East 5th Street and the northerly line of East 4th Street.

ALSO, TOGETHER with all of the right, title and interest of Southern Pacific Transportation Company in and to the land underlying the southerly half of East 5th Street (80 feet wide) lying between the northerly prolongation of the westerly line of land described in said deed dated April 3, 1959, from Texas and New Orleans Railroad Company to the State of Texas, and the westerly line of Waller Street; between the easterly line of Waller Street and the westerly line of Attoyac Street; between the easterly line of Attoyac Street and the westerly line of Navasota Street; between the easterly line of Navasota Street and the westerly line of Onion Street and between the easterly line of Onion Street and the westerly line of Comal Street.
EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Ad valorem taxes for 1988 and all subsequent years.

2. Rights of parties in possession pursuant to the leases described on Schedule 1 which is attached hereto and made a part hereof for all purposes (the "Leases").

3. Encroachments into the City of Austin's rights-of-way by various improvements owned by tenants occupying the property pursuant to the Leases.

4. An easement for railroad purposes described in instrument recorded in Volume 9837, Page 480, Real Property Records of Travis County, Texas.

5. An easement for railroad purposes described in instrument recorded in Volume 9841, Page 858, Real Property Records of Travis County, Texas.
1. Industrial Lease dated March 17, 1975 between Southern Pacific Transportation Company as lessor and Jameh Enterprises, a partnership composed of Eugene D. Vinyard, Mary P. Vinyard and James O. Street as lessee. A portion of lessee's interest in said lease was conveyed pursuant to a Subtenancy Agreement dated March 1, 1979 between Jameh Enterprises as sublessor and Paul Cano, d/b/a Paul's Cabinet Shop, as sublessee.

2. Sign Lease dated September 17, 1981 between Southern Pacific Transportation Company as lessor and Rollins Outdoor Advertising Company as lessee.

3. Commercial Lease commencing May 1, 1983 between Southern Pacific Transportation Company as lessor and Oadas Jung and Joe Jung, General Partners and Trustees for Twin Oaks Associates, as lessee.

4. Industrial Lease dated June 17, 1965 between Southern Pacific Company as lessor and L. L. McCandless, d/b/a Ace Lumber Company as lessee, which lease was amended by Supplement Lease No. 147485 dated August 5, 1969.

5. Industrial Lease (Long Term) dated April 1, 1960 between Texas and New Orleans Railroad Company, predecessor in interest to Southern Pacific Transportation Company, as lessor and L. L. McCandless, d/b/a Ace Lumber Company as lessee, which lease was amended by Supplement to Contract No. 68028 dated January 1, 1962, by Supplement to Contract No. 68028 dated August 17, 1962 and by Supplement to Lease Audit No. 137008 dated August 22, 1975.

6. Commercial Lease dated April 1, 1976 between Southern Pacific Transportation Company as lessor and Lorelei Bela Brown as lessee.

7. Industrial Lease dated December 20, 19__ between Southern Pacific Company as lessor and Gardner Iron & Metal Company, Inc. as lessee.

8. Industrial Lease dated September 14, 1962 between Southern Pacific Company as lessor and Gardner Iron & Metal Company, Inc. as lessee. A portion of the lessee's interest in said lease was conveyed pursuant to a Subtenancy Agreement dated November 21, 1967 between Gardner Iron & Metal Company, Inc. as sublessor and Capitol Iron & Metals, Inc. as sublessee.
Payer's Request for Taxpayer Identification Number and Certification

Give This Form to the Payer, Middlemore, Broker, or Barter Exchange

Name as shown on account (If joint account, list first and circle the name of the person or entity whose number you enter in Part I below.)

SOUTHERN PACIFIC TRANSPORTATION COMPANY

Address

Southern Pacific Building, One Market Plaza
San Francisco, CA 94105

City, State, and ZIP code

List account number(s) here ▶

Part I Taxpayer Identification Number—For All Accounts

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number. If you do not have a number, see How to Obtain a TIN.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on which number to give the payer.

Certification.—Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
(2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item (2) above if you have been notified by IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2). (Also see Certification under Specific Instructions.)

Part II For Payees Exempt From Backup Withholding (See Instructions)

Social security number ▶

OR

Employer Identification number 94 6001323W

Instructions

(Section references are to the Internal Revenue Code.)

Purpose of Form

Complete this form and give it to the payer of interest, dividends, and certain other payments (including broker and barter exchange transactions) so that you will not be subject to the 20% backup withholding that became effective January 1, 1984.

Use this form to report and certify your taxpayer identification number (TIN) to the payer, to certify that you are not subject to backup withholding because of underreporting interest and dividends on your tax return, and to claim exemption from backup withholding if you are an exempt payee.

If you do not complete this form properly and return it to the payer, the payee may be required to withhold 20% of payments made to you.

Note: If a payer gives you a form other than a W-9 to request your TIN, you must use the payer's form.

What is Backup Withholding?

The Interest and Dividend Tax Compliance Act of 1982 requires payers to withhold and pay to IRS 20% of payments of interest, dividends, and certain other payments under certain conditions. This is called "backup withholding." If you give the payer your correct TIN, certify your TIN when requested, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding.

Payment you receive will be subject to backup withholding if:

(1) You do not furnish your TIN to the payer, or
(2) IRS notifies the payer that you furnished an incorrect TIN, or
(3) You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only), or
(4) You fail to certify to the payer that you are not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only), or
(5) You fail to certify your TIN. This applies only to interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

For other payments, you are subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt from Backup Withholding, on this page, and Exempt Payees and Payments Under Specific Instructions, on page 2, if you are an exempt payee.

How to Obtain a TIN

If you do not have a TIN, you should apply for one immediately. To apply for the number obtain Form SS-4, Application for Employer Identification Number, or Form SS-4-A, Application for a Social Security Number Card (for individuals). Form SS-4-A is to be used in applying for your Identification Number (for businesses and all other entities), at your local office of the Social Security Administration or the Internal Revenue Service. Complete and file the appropriate form according to its instructions.

Please Sign Here ▶

Signature: R. E. Meach

Date: 12-15-1987

Instructions: (Section references are to the Internal Revenue Code.)

Purpose of Form

Complete this form and give it to the payer of interest, dividends, and certain other payments (including broker and barter exchange transactions) so that you will not be subject to the 20% backup withholding that became effective January 1, 1984.

Use this form to report and certify your taxpayer identification number (TIN) to the payer, to certify that you are not subject to backup withholding because of underreporting interest and dividends on your tax return, and to claim exemption from backup withholding if you are an exempt payee.

If you do not complete this form properly and return it to the payer, the payee may be required to withhold 20% of payments made to you.

Note: If a payer gives you a form other than a W-9 to request your TIN, you must use the payer's form.

What is Backup Withholding?

The Interest and Dividend Tax Compliance Act of 1982 requires payers to withhold and pay to IRS 20% of payments of interest, dividends, and certain other payments under certain conditions. This is called "backup withholding." If you give the payer your correct TIN, certify your TIN when requested, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding.

Payment you receive will be subject to backup withholding if:

(1) You do not furnish your TIN to the payer, or
(2) IRS notifies the payer that you furnished an incorrect TIN, or
(3) You are notified by IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for interest and dividend accounts only), or
(4) You fail to certify to the payer that you are not subject to backup withholding under (3) above (for interest and dividend accounts opened after 1983 only), or
(5) You fail to certify your TIN. This applies only to interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

For other payments, you are subject to backup withholding only if (1) or (2) above applies.

Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt from Backup Withholding, on this page, and Exempt Payees and Payments Under Specific Instructions, on page 2, if you are an exempt payee.

How to Obtain a TIN

If you do not have a TIN, you should apply for one immediately. To apply for the number obtain Form SS-4, Application for a Social Security Number Card (for individuals). Form SS-4-A is to be used in applying for your Identification Number (for businesses and all other entities), at your local office of the Social Security Administration or the Internal Revenue Service. Complete and file the appropriate form according to its instructions.
(1) A corporation
(2) An organization exempt from tax under section 501(a), or an individual retirement plan (IRA).
(3) The United States or any agency or instrumentality thereof
(4) A state, the District of Columbia, a possession of the United States, or any subdivision or instrumentality thereof.
(5) A foreign government, a political subdivision of a foreign government, or any agency or instrumentality thereof.
(6) An international organization or any agency or instrumentality thereof.
(7) A foreign central bank of issue.
(8) A dealer in securities or commodities registered to trade in the U.S. or a possession of the U.S.
(9) A futures commission merchant registered with the Commodity Futures Trading Commission.
(10) A real estate investment trust.
(11) An entity registered at all times during the tax year under the Investment Company Act of 1940.
(12) A common trust fund operated by a bank under section 584(a).
(13) A financial institution.
(14) A middleman known in the investment community as a nominee or listed in the most recent publication of the American Society of Corporate Secretaries, Inc., Nominee List.

Payments of dividends and patronage dividends generally not subject to backup withholding include the following:
- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and that have at least one nonresident partner.
- Payments of patronage dividends not paid in money.
- Payments made by certain foreign organizations.
- Payments of interest generally not subject to backup withholding include the following:
  - Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is $600 or more and is paid in the course of the payer's trade or business and you have not provided your correct TIN to the payer.
  - Payments of tax-exempt interest (including exempt-interest dividends under section 852).
  - Payments described in section 6049(b)(5) to nonresident aliens.
  - Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.
- Payments that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041(a), 6041A(a), 6042, 6044, 6045, 6049, and 650A.

Penalties
Failure to Furnish TIN.—If you fail to furnish your correct TIN to a payer, you are subject to a penalty of $50 for each such failure unless your failure is a reasonable cause and not to willful neglect.

Failure to Include in Income Dividend and Interest Payments.—If you fail to include any portion of an includible payment of interest, dividends, or patronage dividends in gross income, and the payment was reported to you by the payer, such failure will be treated as being due to negligence, and you will be subject to a penalty of 5% on any portion of the underpayment attributable to that failure unless there is clear and convincing evidence to the contrary.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of $500.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Specific Instructions
Name.—Be sure to enter your correct name. If you are an individual and your name has changed, for example, because of marriage, contact the Social Security Administration to report your new name.

Certification.—
(1) Interest, Dividend, and Barter Exchange Accounts Opened Before 1984 and Broker Accounts That Were Considered Active During 1983.—You are not required to sign the certification, however, you may do so. You are required to provide your correct TIN.
(2) Interest, Dividend, Broker and Barter Exchange Accounts Opened After 1982 and Broker Accounts That Were Considered Active During 1983.—If you sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the payer, you must cross out item (2) in the certification before signing the form.

(3) Other Payments.—You are required to furnish your correct TIN, but you are not required to sign the certification. Other payments include payments made in the course of the payer's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services, payments to a nonemployee for services (including attorney and accounting fees), and payments to certain corporations.
(4) Exempt Payees and Payments.—If you are exempt from backup withholding, you should complete this form to avoid possible erroneous backup withholding after your correct TIN is furnished by the payer. You may not use Form W-9 for this purpose.
(5) TIN "Applied For."—Follow the instructions under How to Obtain a TIN and sign and date this form.

Signature.—For a joint account, only the person whose TIN is shown in Part I should sign the form.

Privacy Act Notice.—Section 6109 requires most recipients of dividend, interest, or other payments to give taxpayer identification numbers to payers who must report these payments to IRS. IRS uses the numbers for identification purposes.

For this type of account:
1. Individual
2. Two or more individuals (joint account)
3. Custodian account of a minor (Uniform Gift to Minors Act)
4. A trust that is not a legal or valid trust under state law
5. Sole proprietorship
6. A valid trust, estate, or pension trust
7. Corporate
8. Association, club, religious, charitable, educational, or other tax-exempt organization
9. Partnership
10. A broker or registered nominee
11. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments

Give the SOCIAL SECURITY number of:
- The individual
- The actual owner of the account or, if combined funds, the first individual on the account
- The minor
- The grantor-trustee
- The actual owner
- The owner

Give the EMPLOYER IDENTIFICATION number of:
- Legal entity (Do not furnish this identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title)
- The corporation
- The organization
- The partnership
- The broker or registered nominee
- The public entity

1 List first and circle the name of the person whose number you furnish.
2 Circle the minor's name and furnish the minor's social security number.
3 Show the name of the owner.
4 List first and circle the name of the legal trust, estate, or pension trust.

Note: If no name is circled when there is more than one name, the number will be considered to be that of the last name listed.
[Attach Southern Pacific's tax information.]
NONFOREIGN AFFIDAVIT

Exemption From Withholding of Tax
for Dispositions of U.S. Real Property Interests

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Southern Pacific Transportation Company, the undersigned hereby certifies the following:

1. Southern Pacific Transportation Company is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of U.S. income taxation. (If the transferor is a foreign corporation that has made a valid election under Section 897(i) of the Internal Revenue Code to be treated as a domestic corporation, a copy of the acknowledgment of the election provided to the corporation by the Internal Revenue Service is attached hereto):

2. Southern Pacific Transportation Company's taxpayer identifying number (Social Security or U.S. employer number) is 94-6001323W; and

3. Southern Pacific Transportation Company's home or office address is Southern Pacific Building, One Market Plaza, San Francisco, CA 94105.

I, R. E. MESICK, understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare I have authority to sign this document.

R. E. Mesick

Vice President
Southern Pacific Transportation Company

Date: June 28, 2019

NOTICE OF RECORD

Recorded: 06/28/2019

Rec'd 06/28/2019 - 12:32 PM - EH
FILED
1987 DEC 30 PH 1:46
DANA DE BEAUVIOR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
I hereby certify that this instrument was FILED at
the date and at the time stamped herein by me, and
was duly RECORDERED, in the Volume and Page of the
named RECORDS of Travis County, Texas, on

DEC 30 1987

[Signature]
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDE'S MEMORANDUM:
At the time of recordation, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photo copy, discolored paper, etc. All blockouts,
additions, and changes were present at the time
the instrument was filed and recorded.
AND WHEN RECORDED MAIL TO

STATE OF TEXAS  
COUNTY OF TRAVIS  

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, Grantor, for valuable considerations to it in hand paid by the CITY OF AUSTIN, a municipal corporation of the State of Texas, 124 West 8th Street, Austin, TX 78701, Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, to Grantee an easement for railroad purposes upon, over, across and along that certain real property situated in Travis County, Texas, and more particularly described in Exhibit A, attached and hereby made a part hereof. The property described in Exhibit A is shown on the prints of Grantor's Drawing 41993, Sheet 1, dated August 11, 1986, marked Exhibit B, and Grantor's Drawing 41992, Sheet 2, dated August 11, 1986, marked Exhibit B-1, also attached and made parts hereof.

Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for the purpose contemplated herein for a continuous period of two (2) years, the right hereby give shall cease to the extent of the use so abandoned or discontinued, and Grantor shall at once have the right to resume exclusive possession of said property, or the part thereof the use of which is so discontinued or abandoned.

Upon termination of the rights and privileges hereby granted, Grantee, at its own cost and expense, agrees to remove its trackage.
from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of its trackage. Should Grantee in such event fail, neglect or refuse to remove its structure and restore said property, such removal and restoration may be performed by Grantor, at the expense of Grantee, which expense Grantee agrees to pay to Grantor upon demand.

TO HAVE AND TO HOLD SAID PROPERTY, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns forever.

IN TESTIMONY WHEREOF, Grantor has caused these presents to be executed this _____ day of _______, 1986.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By _________________
Vice President

Attest _________________
Assistant Secretary
THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

BEFORE ME, the undersigned, a Notary Public, in and for San Francisco County, California
on this day personally appeared S. A. Sutfin & T. F. O' Donnell
known to me to be the persons whose names are subscribed to the foregoing instrument, and
acknowledged to me that they executed the same in the capacity and for the purposes and
considerations therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 27 day of June 1986 , A.D.

[Signature]

NOTARY PUBLIC, in and for San Francisco
California

[Seal]
Exhibit "A"

Those strips of land, varying in width, situated in the City of Austin, County of Travis, State of Texas, described as follows:

Parcel 1:

A strip of land, varying in width, situated in Blocks 3 and 4 of Out Lot 9, Division A of H&TC RR Addition; the northerly line of said strip of land being coincident with the southeasterly line of land described in deed from Texas and New Orleans Railroad Company to East End Lumber Company dated August 25, 1949 recorded in Book 1004, Page 399 Records of said County; the southerly line of last said strip of land being concentric with and distant 10 feet southerly, measured radially from the center line of the westerly portion of the westerly leg of Southern Pacific Transportation Company’s “Mye” track which diverges into the center line of the spur track which passes through said Block 4 into Block 1 of said Out Lot 9; said southerly line also being concentric with and distant 10 feet southerly, measured radially from last said center line within said Block 4.

Parcel 2:

A strip of land, varying in width, situated in Block 1 of Out Lot 9, Division A of H&TC RR Addition; the northwesterly line of last said strip of land being coincident with the southeasterly line of land described in deed dated
December 4, 1957 from Texas and New Orleans Railroad Company to Longhorn Sash & Door Company; the southeasterly line of last said strip of land being concentric with and distant 10 feet southeasterly, measured radially, from the center line of the most southeasterly spur track situated in said Block 1.

The side lines thereof to terminate easterly in a line drawn concentric with and distant 20 feet westerly, measured radially, from the center line of main track (Llano Branch) of Southern Pacific Transportation Company.

Parcel 3:
A strip of land 20 feet wide, situated in Blocks 1 and 2 of Out Lot 9, Division A of H&TC RR Addition; the southerly line thereof being coincident with the northerly line of land described in deed dated December 4, 1957 from Texas and New Orleans Railroad Company to Longhorn Sash & Door Company.

Parcel 4:
A strip of land, 20 feet wide, lying 10 feet each side of the present located center line of spur track passing through Out Lot 19, Division "A", of said City, in a southerly direction, being within the land described in deed dated January 9, 1970 from Martha R. Kuhlman to Southern Pacific Transportation Company recorded in Volume 3792, Page 12, Deed Records of said County.

The side lines of last said strip of land to terminate in the northerly line of last said land, being coincident with the southwest line of East Seventh Street and in the southerly line of last said land having a bearing and distance of "N. 67 deg. 48' W. 44.79 feet", respectively.
EXHIBIT "B"

to Grant of Easement
RETURN TO: Martha Smiley

BICKERSTAFF, HEATH & SMILEY
United Bank Tower, Suite 1419
400 West 15th Street
Austin, Texas 78701
(512) 472-8021

RFCORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photocopy, discolored paper, etc. All blankouts, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me, and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas on

AUG 18 1986

COUNTY CLERK
TRAVIS COUNTY, TEXAS

09837 0469
STATE OF TEXAS

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

That SOUTHERN PACIFIC TRANSPORTATION COMPANY, a Delaware corporation, Grantor, for valuable considerations to it in hand paid by the CITY OF AUSTIN, a municipal corporation of the State of Texas, 124 West 8th Street, Austin, TX 78701, Grantee, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, to Grantee an easement for railroad purposes upon, over, across and along that certain real property situated in Travis County, Texas, and more particularly described in Exhibit A, attached and hereby made a part hereof. The property described in Exhibit A is shown on the prints of Grantor's Drawing 41993, Sheet 1, dated August 11, 1986, marked Exhibit B, and Grantor's Drawing 41992, Sheet 2, dated August 11, 1986, marked Exhibit B-1, also attached and made parts hereof.

Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for the purpose contemplated herein for a continuous period of two (2) years, the right hereby give shall cease to the extent of the use so abandoned or discontinued, and Grantor shall at once have the right to resume exclusive possession of said property, or the part thereof the use of which is so discontinued or abandoned.

Upon termination of the rights and privileges hereby granted, Grantee, at its own cost and expense, agrees to remove its trackage.
from said property and restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of its trackage. Should Grantee in such event fail, neglect or refuse to remove its structure and restore said property, such removal and restoration may be performed by Grantor, at the expense of Grantee, which expense Grantee agrees to pay to Grantor upon demand.

TO HAVE AND TO HOLD SAID PROPERTY, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns forever.

IN TESTIMONY WHEREOF, Grantor has caused these presents to be executed this 27th day of June, 1986.

SOUTHERN PACIFIC TRANSPORTATION COMPANY

By
Vice President
S. A. Suffin

Attest
Assistant Secretary
T. F. O’Donnell.
THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

BEFORE ME, the undersigned, a Notary Public, in and for San Francisco County, California, on this day personally appeared S. A. Sutfin & T. F. O' Donnell known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same in the capacity and for the purposes and considerations therein stated, and as the act and deed of said corporation.

GIVEN under my hand and seal of office, this the 27 day of June 1986, A.D.

[Signature]

DEANNA K. CIESIELSKI
NOTARY PUBLIC, in and for San Francisco, California

[Notary Seal]
Exhibit "A"

Those strips of land, varying in width, situated in the City of Austin, County of Travis, State of Texas, described as follows:

Parcel 1:

A strip of land, varying in width, situated in Blocks 3 and 4 of Out Lot 9, Division A of H&TC RR Addition; the northerly line of said strip of land being coincident with the southeasterly line of land described in deed from Texas and New Orleans Railroad Company to East End Lumber Company dated August 25, 1949 recorded in Book 1004, Page 399 Records of said County; the southerly line of last said strip of land being concentric with and distant 10 feet southerly, measured radially from the center line of the westerly portion of the westerly leg of Southern Pacific Transportation Company's "Wye" track which diverges into the center line of the spur track which passes through said Block 4 into Block 1 of said Out Lot 9; said southerly line also being concentric with and distant 10 feet southerly, measured radially from last said center line within said Block 4.

Parcel 2:

A strip of land, varying in width, situated in Block 1 of Out Lot 9, Division A of H&TC RR Addition; the northwesterly line of last said strip of land being coincident with the southeasterly line of land described in deed dated

Page 1 of 2
December 4, 1957 from Texas and New Orleans Railroad Company to Longhorn Sash & Door Company; the southeasterly line of last said strip of land being concentric with and distant 10 feet southeasterly, measured radially, from the center line the most southeasterly spur track situated in said Block 1.

The side lines thereof to terminate easterly in a line drawn concentric with and distant 20 feet westerly, measured radially, from the center line of main track (Llano Branch) of Southern Pacific Transportation Company.

Parcel 3:

A strip of land 20 feet wide, situated in Blocks 1 and 2 of Out Lot 9, Division A of H&TC RR Addition; the southerly line thereof being coincident with the northerly line of land described in deed dated December 4, 1957 from Texas and New Orleans Railroad Company to Longhorn Sash & Door Company.

Parcel 4:

A strip of land, 20 feet wide, lying 10 feet each side of the present located center line of spur track passing through Out Lot 19, Division "A", of said City, in a southerly direction, being within the land described in deed dated January 9, 1970 from Martha R. Kuhlman to Southern Pacific Transportation Company recorded in Volume 3792, Page 12, Deed Records of said County.

The side lines of last said strip of land to terminate in the northerly line of last said land, being coincident with the southwest line of East Seventh Street and in the southerly line of last said land having a bearing and distance of "N. 67 deg. 48' W. 44.79 feet", respectively.
RETURN TO:

DIANA L. GRANGER
CITY OF AUSTIN
CITY ATTORNEY'S OFFICE
P. O. BOX 1088
AUSTIN, TEXAS  78767-8828

STATE OF TEXAS  COUNTY OF TRAVIS
I hereby certify that this instrument was filed on
the date and at the time stamped herein by me and
was duly RECORDED in the Volume and Page of the
devised RECORDS of Travis County, Texas on

AUG 20 1986

COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was
found to be inadequate for the best photographic
reproduction because of illegibility, carbon or
photo copy, discolored paper, etc. All blankouts,
additions and changes were present at the time
the instrument was filed and recorded.

09841  0865
EXHIBIT 6
Talavera Lofts | TOD Subdistrict Map
Figure 2-1: Plaza Saltillo Station Area Plan TOD Subdistricts
EXHIBIT 7
Talavera Lofts | TOD Base Maximum Height Map
Figure 4-1: Base Maximum Building Height (with no development bonus)

Note: Additional height may be allowed in the TOD Mixed-Use Sub-district in exchange for the provision of affordable housing. Total building height of 60 feet may be allowed if current height limit is less.
The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay.

The Copyrights to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

DMA COMPANIES
TALAVERA LOFTS
AUSTIN, TEXAS

TBPE # F-6324
TBPLS # 10194230

PRELIMINARY
NOT FOR CONSTRUCTION
Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.
EXHIBIT 9
Talavera Lofts | Compatibility Exhibit
Compatibility Exhibit | Talavera Lofts
SEC East 5th Street & Navasota Street
Austin, Travis County, Texas

<table>
<thead>
<tr>
<th>Setback Range</th>
<th>Max Height</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>25' No Build Zone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25-50' Setback</td>
<td>2 Stories or 30'</td>
<td></td>
</tr>
<tr>
<td>50-100' Setback</td>
<td>3 Stories or 40'***</td>
<td></td>
</tr>
<tr>
<td>100-300' Setback</td>
<td>60' (calculated by 10:1 slope)</td>
<td></td>
</tr>
<tr>
<td>300-540' Setback</td>
<td>120' (calculated by 4:1 slope)</td>
<td></td>
</tr>
</tbody>
</table>

**TOD Base Max Height = 40'**

(Setbacks measured from triggering property lines)
EXHIBIT 11
Talavera Lofts | FEMA Floodplain Map
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/11/2019 at 2:27:31 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.
EXHIBIT 12
Talavera Lofts | TOD Circulation Concept Plan Map
Figure 3-4: Plaza Saltillo Station Area Circulation Concept Plan
EXHIBIT 13
Talavera Lofts | Service Availability Letters
February 23, 2017

Kailin Redmon  
Big Red Dog  
2021 E. 5th Street, Suite 110  
Austin, Texas 78702

Re: Water and Wastewater Service Availability to 413 Navasota Street  
TCAD ID# 0204061406  

Dear Ms. Redmon:

The above described property is located within the service area of Austin Water. Water and wastewater service for this property will be provided in accordance with all applicable policies, ordinances and regulatory requirements. Please refer to the Austin City Code and the Utilities Criteria Manual (https://www.municode.com/library/tx/austin).

The property owner and/or developer of this property is responsible for design and construction of water and wastewater infrastructure required to accommodate proposed development of this property. Service Extension Requests may be required for future water and wastewater service (http://www.austintexas.gov/department/service-extension-requests). Actual service delivery will be contingent upon available system capacity at the time an application for Tap and/or Service Extension Request is made and will be subject to all fees, charges, ordinances and policies in effect at that time.

If we can provide additional information, please call me at (512) 972-0211 or email me at alberto.ramirez@austintexas.gov.

Sincerely,

Alberto Ramirez  
Utility Development Services Division  
Austin Water
February 23, 2017

Kaitlin Redmon  
2021 East 5th St., Suite 110  
Austin, TX 78702  
Kaitlin.redmon@bigreddog.com

Subject: Service Availability to:  
Owner: Capital Metropolitan Transportation Authority  
Address: East 5th Street, Austin, TX  
TCAD: 0204061406  
Legal Description: Lot 7-12, Block 1, Outlot 4, Division O. R. H. Peck Subdivision

Dear Ms. Redmon,

The above described property is located within the Austin Energy’s (AE) electric service territory. This letter will confirm that AE can provide electric service.

This confirmation of availability of electric service is conditional upon the obligation of the customer to comply with the technical and regulatory requirements pertaining to the provision of electric service to the above-described property. Please refer to the AE Design Criteria Manual (www.austinenergy.com/go/designmanual). In some instances it might be necessary for service to be extended to the property.

Austin Energy Distribution Design Group Southeast will prepare the design of service for the facility. When you are ready to proceed with the design, you will need to contact the Design Supervisor, Darren Vicknair, 512-505-7636. He will assign a designer to your project that will be able to provide you information concerning any additional costs, which may be required.

Once the design is completed, there may be a need for additional easements, which must be provided prior to the project being released to construction. For assistance regarding easements, or any other questions concerning the process, please feel free to call Christine Esparza at 512-322-6112.

Sincerely,

Melody Giambruno
Public Involvement/Real Estate  
Austin Energy  
721 Barton Springs Road  
Austin, TX 78704
February 20, 2019

Marni Holloway
Director of Multifamily Finance
Texas Department of Housing and Community Affairs
221 East 11th Street
Austin, Texas 78701

RE: TDHCA Application No. 19239 Talavera Lofts

Dear Ms. Holloway:

I am writing to confirm the de minimis contribution of development funding by the City of Austin (the "City") for the Talavera Lofts.

This project is eligible to have certain development fees waived through the City's S.M.A.R.T. Housing Ordinance. The ordinance allows full or partial fee waivers in developments in which a portion of the units are affordable for households who earn no more than 80% of the median family income.

Contingent upon the developments compliance with the City's S.M.A.R.T. Housing Ordinance, the fee waivers the City will provide are for a direct benefit of the project by reducing development costs approximately $522,900.

Please contact Sandra Harkins by phone 512.974.3128 or by email at Sandra.harkins@austintexas.gov if you need additional information.

Sincerely,

[Signature]

Regina M. Copic, Real Estate Manager
Neighborhood Housing and Community Development
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