



HOUSING DEVELOPMENT ASSISTANCE (RHDA/OHDA)

Application for Housing Development Financing

PLEASE NOTE: AHFC Reserves the right to fund projects at a lower amount than requested, and the right to deny applications that do not coincide with the [Austin Strategic Housing Blueprint](#) and policy direction from the Austin City Council.

Applicant Information

(If the developer involves multiple entities, is a partnership or joint venture, please provide the requisite information for each and identify the entity that will serve as the "lead" organization.)

Developer Name

O-SDA Industries, LLC

Owner Name

Diamond Forty-Two, LLC

Street Address

5517 Jackie Robinson Rd

City

Austin

State

TX

Zip

78721

Contact Name

Megan Lasch

Contact Telephone

830-330-0762

Contact Email

megan@o-sda.com

Federal Tax ID Number

80-0641068

D-U-N-S Number (visit www.dnb.com for free DUNS#.)

The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct. *Unsigned/undated submissions will not be considered.*

Legal Name of Developer/Entity

O-SDA Industries, LLC

Title of Authorized Officer

President

8-1-19

Signature of Authorized Officer

Date

INSTRUCTIONS: Applications will be reviewed on a quarterly basis. All applications submitted in the review period that achieve the minimum threshold score will be reviewed by an internal panel of NHCD staff. All awards will be made by the AHFC Board of Directors. To be considered for an award, please complete this application electronically, print, sign, and deliver to:

Department of Neighborhood
Housing and Community
1000 East 11th Street
Austin, Texas 78702
Attn: James May
Community Development Manager

City of Austin

AUG 02 2019

NHCD / AHFC



City of Austin, Texas

Rental Housing Development Assistance Application

August 2nd, 2019





August 1, 2019

Mr. James May
Community Development Manager
Neighborhood Housing and Community Development
James.May@austintexas.gov

Re: Request for Proposal for Rental Housing Development Assistance Funds

Dear Mr. May,

We are most pleased on behalf of our development team to submit this request for the Diamond Forty-Two Development. We are excited about the possibility of working with the City of Austin again on the proposed development.

Diamond Forty-Two will provide an expansion of high quality, affordable, sustainable housing for families in the City of Austin in a location near the urban core and the mobility corridor.

Diamond Forty-Two, a proposed \$30.1M affordable, new construction apartment community, will be located at 5517 Jackie Robinson Road. This multi-family development will consist of approximately 150 units of which, 100% will be targeted as affordable housing near East MLK and 183.

Diamond Forty-Two, LLC is applying for 4% housing tax credits from Texas Department of Housing and Community Affairs (TDHCA) in the 2020 application cycle to finance the development and construction of the property. This development is leveraging approximately \$16MM in private activity bond funds through the sale of the tax credits for the creation of affordable housing in this emerging opportunity and high displacement risk neighborhood.

With this letter, Diamond Forty-Two is requesting \$3,000,000 in gap financing from the City of Austin in the form of loan of the General Obligation Bonds. The loan is requested to have a 0% interest rate, be non-amortizing and have a 40 year term.

Thank you for the opportunity to submit this request. We look forward to answering any questions you may have. Please contact Megan Lasch at megan@o-sda.com or (830) 330-0762 concerning this Request.

Sincerely,

A handwritten signature in blue ink that reads "mLasch".

Megan Lasch

Project Summary Form

1) Project Name

Diamond Forty-Two

2) Project Type

100% Affordable

3) New Construction or Rehabilitation?

New Construction

4) Location Description (Acreage, side of street, distance from intersection)

6.149 ac. Located on the SEC of Jackie Robinson Rd and Delano St

5) Mobility Bond Corridor

6) Census Tract

21.1

7) Council District

District 1

8) Elementary School

NORMAN EL

9) Affordability Period

40 years

10) Type of Structure

Multi-family

11) Occupied?

No

12) How will funds be used?

Acquisition and Pre-development

13) Summary of Rental Units by MFI Level

Income Level	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four (+) Bedroom	Total
Up to 20% MFI						0
Up to 30% MFI						0
Up to 40% MFI						0
Up to 50% MFI		20	21	10		51
Up to 60% MFI		16	30	32		78
Up to 80% MFI		7	10	4		21
Up to 120% MFI						0
No Restrictions						0
Total Units	0	43	61	46	0	150

14) Summary of Units for Sale at MFI Level

Income Level	Efficiency	One	Two	Three	Four (+)	Total
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
Total Units	0	0	0	0	0	0

15) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	15	Continuum of Care Units	5
Accessible Units for Sensory Impairments	3		

Use the City of Austin GIS Map to Answer the questions below

16) Is the property within 1/2 mile of an Imagine Austin Center or Corridor?

No

17) Is the property within 1/4 mile of a High-Frequency Transit Stop?

No

18) Is the property within 3/4 mile of Transit Service?

Yes

19) The property has Healthy Food Access?

No

20) Estimated Sources and Uses of funds

Sources

Debt	16,000,000
Third Party Equity	10,272,070
Grant	
Deferred Developer Fee	1,558,961
Other	
City of Austin	3,000,000

Total \$ 30,831,031

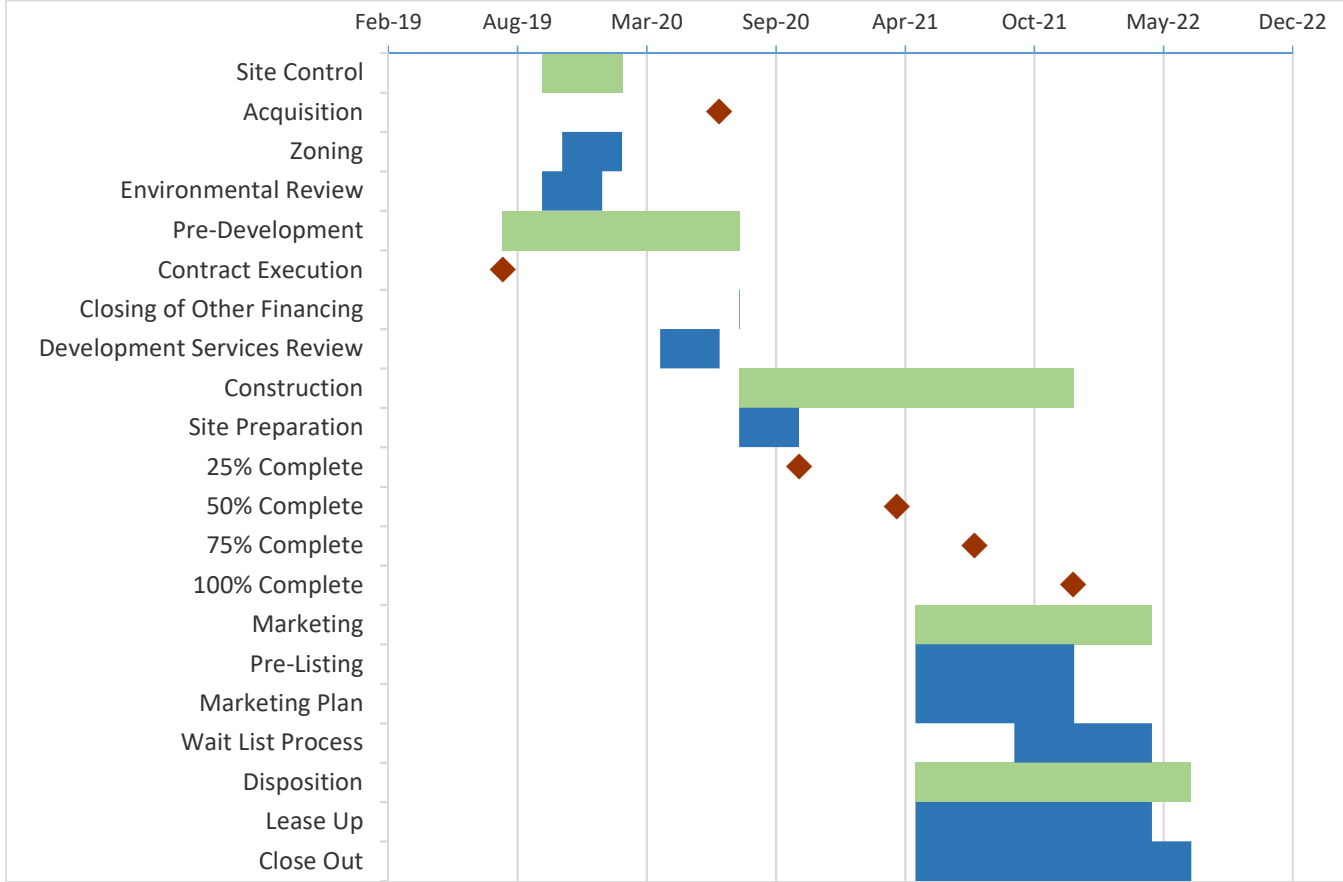
Uses

Acquisition	2,700,000
Off-Site	
Site Work	2,220,000
Sit Amenities	500,000
Building Costs	13,840,732
Contractor Fees	2,164,335
Soft Costs	2,258,774
Financing	3,806,220
Developer Fees	3,340,970

Total \$ 30,831,031

Development Schedule

	Start Date	End Date
Site Control	Sep-19	Jan-20
Acquisition	Jun-20	
Zoning	Oct-19	Jan-20
Environmental Review	Sep-19	Dec-19
Pre-Development	Jul-19	Jul-20
Contract Execution	Jul-19	
Closing of Other Financing	Jul-20	Jul-20
Development Services Review	Mar-20	Jun-20
Construction	Jul-20	Dec-21
Site Preparation	Jul-20	Oct-20
25% Complete	Nov-20	
50% Complete	Apr-21	
75% Complete	Jul-21	
100% Complete	Dec-21	
Marketing	Apr-21	Apr-22
Pre-Listing	Apr-21	Dec-21
Marketing Plan	Apr-21	Dec-21
Wait List Process	Sep-21	Apr-22
Disposition	Apr-21	Jun-22
Lease Up	Apr-21	Apr-22
Close Out	Apr-21	Jun-22



Development Budget

	Total Project Cost	Requested AHFC Funds	Description
Pre-Development			
Appraisal	22,500		
Environmental Review	37,000		
Engineering	255,000		
Survey	8,000		
Architectural	280,000		
Subtotal Pre-Development Cost	\$602,500	\$0	
Acquisition			
Site and/or Land	2,700,000	2,700,000	
Structures			
Other (specify)			
Subtotal Acquisition Cost	\$2,700,000	\$2,700,000	
Construction			
Infrastructure			
Site Work	2,220,000	300,000	
Demolition			
Concrete	1,189,371		
Masonry	1,502,236		& Metals
Rough Carpentry	2,400,173		
Finish Carpentry	2,319,619		
Waterproofing and Insulation	364,505		
Roofing and Sheet Metal	268,607		
Plumbing/Hot Water			
HVAC/Mechanical	1,821,739		
Electrical	1,256,211		
Doors/Windows/Glass	604,558		
Lath and Plaster/Drywall and Acoustical			
Tiel Work			
Soft and Hard Floor			
Paint/Decorating/Blinds/Shades	382,903		and furnishings
Specialties/Special Equipment	1,043,060		Specialties +Equip+site amenities,landscaping,playgrounds e
Cabinetry/Appliances	306,555		
Carpet			
Other (specify)	2,164,335		Total Contractor fees
Construction Contingency	881,194		
Subtotal Construction Cost	\$18,725,066	\$300,000	
Soft & Carrying Costs			
Legal	633,492		RE attny&Legal\$225K+Closing costs&Legal\$408,492
Audit/Accounting	56,000		
Title/Recordin	290,000		
Architectural (Inspections)	155,000		arch insp\$70K+ConstrLnInsp\$85k
Construction Interest	1,816,000		ConstrInt\$1,520K+LnOrigFee\$200K+AustinHFCOrig fee\$96K
Construction Period Insurance	280,110		HazLiab \$51+Other(bldr risk etc)\$229,110
Construction Period Taxes	323,891		
Relocation			
Marketing	925,000		marketing\$150K+rent up reserve\$125K+Operating Reserve\$
Davis-Bacon Monitoring			
Other (specify)	4,323,972		HACA GC fee& FFE\$345,397 + utility conn\$100K+impact fees
Subtotal Soft & Carrying Costs	\$8,803,465	\$0	
TOTAL PROJECT BUDGET	\$30,831,031	\$3,000,000	

15 Year Rental Housing Operating Pro Forma (RHDA)

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	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$2,087,016	\$2,128,756	\$2,171,331	\$2,214,758	\$2,259,053	\$2,494,177	\$2,753,773
Secondary Income	\$27,000	\$27,540	\$28,091	\$28,653	\$29,226	\$32,267	\$35,626
POTENTIAL GROSS ANNUAL INCOME	\$2,114,016	\$2,156,296	\$2,199,422	\$2,243,411	\$2,288,279	\$2,526,444	\$2,789,399
Provision for Vacancy & Collection Loss	-\$147,981	-\$150,941	-\$153,960	-\$157,039	-\$160,180	-\$176,851	-\$195,258
Rental Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EFFECTIVE GROSS ANNUAL INCOME	\$1,966,035	\$2,005,355	\$2,045,462	\$2,086,372	\$2,128,099	\$2,349,593	\$2,594,141
EXPENSES							
General & Administrative Expenses	\$ 54,750.00	\$56,393	\$58,084	\$59,827	\$61,622	\$71,436	\$82,814
Management Fee	\$ 98,302	\$ 100,268	\$ 102,273	\$ 104,319	\$ 106,405	\$ 117,480	\$ 129,707
Payroll, Payroll Tax & Employee Benefits	\$ 211,680	\$ 218,030	\$ 224,571	\$ 231,308	\$ 238,248	\$ 276,194	\$ 320,185
Repairs & Maintenance	\$ 79,110	\$ 81,483	\$ 83,928	\$ 86,446	\$ 89,039	\$ 103,221	\$ 119,661
Electric & Gas Utilities	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 39,143	\$ 45,378
Water, Sewer & Trash Utilities	\$ 41,250	\$ 42,488	\$ 43,762	\$ 45,075	\$ 46,427	\$ 53,822	\$ 62,394
Annual Property Insurance Premiums	\$ 51,000	\$ 52,530	\$ 54,106	\$ 55,729	\$ 57,401	\$ 66,543	\$ 77,142
Property Tax	\$ 267,015	\$ 275,025	\$ 283,276	\$ 291,774	\$ 300,528	\$ 348,394	\$ 403,884
Reserve for Replacements	\$ 37,500	\$ 38,625	\$ 39,784	\$ 40,977	\$ 42,207	\$ 48,929	\$ 56,722
Other Expenses	\$ 18,000	\$ 18,540	\$ 19,096	\$ 19,669	\$ 20,259	\$ 23,486	\$ 27,227
TOTAL ANNUAL EXPENSES	\$888,607	\$914,282	\$940,708	\$967,907	\$995,900	\$1,148,649	\$1,325,114
NET OPERATING INCOME	\$1,077,428	\$1,091,073	\$1,104,754	\$1,118,465	\$1,132,199	\$1,200,944	\$1,269,027
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255
Second Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Third Deed of Trust Annual Loan Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Annual Required Payment	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL NET CASH FLOW	\$183,173	\$196,818	\$210,499	\$224,210	\$237,944	\$306,689	\$374,772
CUMULATIVE NET CASH FLOW	\$183,173	\$379,991	\$590,491	\$814,701	\$1,052,645	\$2,414,227	\$4,117,880
Debt Coverage Ratio	1.20	1.22	1.24	1.25	1.27	1.34	1.42

Project Name	Diamond Forty-Two	
Project Type	100% Affordable	
Council District	District 1	
Census Tract	21.1	
AHFC Funding Request Amount	\$3,000,000	
Estimated Total Project Cost	\$30,831,031	
High Opportunity	No	
High Displacement Risk	YES	
High Frequency Transit	No	
Imagine Austin	No	
Mobility Bond Corridor	0	
SCORING ELEMENTS		Description
UNITS		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	0	# of rental units at < 30% MFI
<i>District Goal</i>	0.00%	% of annual goal reached with units
<i>High Opportunity</i>	0.00%	% of annual goal reached with units
<i>Displacement Risk</i>	0.00%	% of annual goal reached with units
<i>High Frequency Transit</i>	0.00%	% of annual goal reached with units
<i>Imagine Austin</i>	0.00%	% of annual goal reached with units
<i>Geographic Dispersion</i>	0.00%	% of annual goal reached with units
<i>Mobility Bond Corridor</i>	0.00%	% of annual goal reached with units
SCORE	0	% of Goals * 20
< 40% MFI	0	# of rental units at < 40% MFI
< 50% MFI	51	# of rental units at < 50% MFI
<i>District Goal</i>	7.20%	% of annual goal reached with units
<i>High Opportunity</i>	0.00%	% of annual goal reached with units
<i>Displacement Risk</i>	11.98%	% of annual goal reached with units
<i>High Frequency Transit</i>	0.00%	% of annual goal reached with units
<i>Imagine Austin</i>	0.00%	% of annual goal reached with units
<i>Geographic Dispersion</i>	0.00%	% of annual goal reached with units
<i>Mobility Bond Corridor</i>	0.00%	% of annual goal reached with units
SCORE	3	% of Goals * 15
< 60% MFI	0	# of units for purchase at < 60% MFI
< 80% MFI	0	# of units for purchase at < 80% MFI
<i>District Goal</i>	0.00%	% of annual goal reached with units
<i>High Opportunity</i>	0.00%	% of annual goal reached with units
<i>Displacement Risk</i>	0.00%	% of annual goal reached with units
<i>High Frequency Transit</i>	0.00%	% of annual goal reached with units
<i>Imagine Austin</i>	0.00%	% of annual goal reached with units
<i>Geographic Dispersion</i>	0.00%	% of annual goal reached with units
<i>Mobility Bond Corridor</i>	0.00%	% of annual goal reached with units
SCORE	0	% of Goals * 15
Unit Score	3	MAXIMUM SCORE = 350
INITIATIVES AND PRIORITIES		
<i>Continuum of Care</i>	5	Total # of units provided up to 100 per year
Continuum of Care Score	1	(total CoC Units/100 + HF Units/50)*20
Access to Healthy Food	No	Within 1 Mile of Healthy Food (City GIS)
Continuum of Care Weighted Score	0	Mobility, Access to Jobs, Community Institutions, Social Cohesion
<i>2 Bedroom Units</i>	21	Total Affordable 2 Bedroom units
<i>3 Bedroom Units</i>	10	Total Affordable 3 Bedroom units
<i>4 Bedroom Units</i>	0	Total Affordable 4+ Bedroom units
Multi-Generational Housing Score	12	Multi-bedroom Unit/Total Units * 20
TEA Grade	86	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	3	Educational Attainment, Environment, Community Institutions, Social Cohesion, Ec
<i>Accessible Units</i>	18	mobility and sensory units
<i>Non-PSH, Non-Voucher Under 20% MFI</i>	0	Total units under 20% MFI
Accessibility Score	7	Accessible Unit/Total Units * 20
Metro Access Service	Yes	Within 3/4 mile of fixed route transit
Accessibility Weighted Score	3	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score	26	MAXIMUM SCORE = 200
UNDERWRITING		
<i>AHFC Leverage</i>	29%	% of total project cost funded through AHFC request
Leverage Score	18	25 - (% leverage * 25)
<i>AHFC Per Unit Subsidy</i>	\$58,823.53	Amount of assistance per unit
Subsidy per unit score	18	(\$200,000 - per unit subsidy)*25/\$200,000
<i>AHFC Per Bedroom Subsidy</i>	\$32,608.70	Amount of assistance per bedroom
Subsidy per Bedroom Score	21	(\$200,000 - per bedroom subsidy)*25/\$200,000
<i>Debt Coverage Ratio (Year 5)</i>	1.27	Measured at the 5 Year mark
Debt Coverage Ratio Score	23.39195644	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	80	MAXIMUM SCORE = 100
APPLICANT		
FINAL QUANTITATIVE SCORE	109	THRESHOLD SCORE = 50
<i>Previous Developments</i>		
<i>Compliance Score</i>		
<i>Proposal</i>		
<i>Supportive Services</i>		
<i>Development Team</i>		
<i>Management Team</i>		
<i>Notes</i>		



Section 1

Applicant Entity

a. Introduction



O-SDA Industries, LLC and Saigebrook Development's dedicated team includes Megan Lasch, Principal of O-SDA and Development Manager, Lisa Stephens as Principal of Saigebrook and Team Lead, Abby Penner and Alice Cruz as Development Associates for Diamond Forty-Two. In addition Sally Gaskin of SGI Ventures will serve as the consultant and Project Manager for this development. The development team has built its reputation not as the biggest in the field, but as a premier affordable housing developer based on consistent quality, innovation in design and long-term viability of each development. Collectively, the development team has extensive experience in all aspects of housing development including market analysis, site selection and control, planning, design, construction, financing, management and compliance. O-SDA Industries and Saigebrook Development have not had any changes in its company name nor has it undergone reorganization since incorporating. More information about employees is included below.

b. Certificate of Status

Certifications of Name Reservation and Renewals are ***Attachment A***.

c. Applicant Capacity

The Principals for Diamond Forty-Two, Megan Lasch and Lisa Stephens, have more than 12 years of experience in developing, financing and operating construction projects, including affordable housing. They have secured and/or developed 25 allocations of 9% and 4% Housing Tax Credits in the last 10 application cycles in Texas and have helped to finance and close approximately 3,000 units in the southeastern United States. Ms. Lasch is the Owner and President of O-SDA Industries, LLC, a City of Austin MBE/WBE/Texas HUB certified real estate development firm. Saigebrook Development is a certified Women Owned Business by the Women's Business Enterprise National Council as well as a State of Texas certified Historically Underutilized Business. Sally Gaskin is the President of SGI Ventures, Inc., which is a Texas HUB certified real estate development firm. As both O-SDA and Saigebrook are both small firms Ms. Lasch and Ms. Stephens, have experience in project management, market analysis, site selection and control, planning and construction oversight, design, architecture and engineering, legal and accounting, various federal funding sources with an emphasis on performing these tasks on affordable housing projects.

d. Statement of Confidence

O-SDA and Saigebrook firms have completed dozens of successful projects in a multitude of jurisdictions all across the State of Texas, with the vast majority of these projects not receiving any funds from the local jurisdiction. In recent years, some projects have received funding and coordination with local jurisdictions, including several with the Housing Authority of the City of Austin and NHCD. We feel the most appropriate Statement of Confidence is the positive experience City staff has had working on our developments. Two outside community letters are included in **Attachment B**, and more references can be made available, if needed.



- i. The total number of units provided by the identified development and the number of units at each level of affordability

See **Attachment B**, O-SDA/Saigebrook have many projects, all of which are unique in the number and level of affordability of the units. O-SDA/Saigebrook has a great working relationship with City of Austin and has established an exemplary performance record. More references can be made available, if needed.

- ii. References to the timeliness of the project and if the schedule adhered to the proposed timeline

See **Attachment B**, O-SDA/Saigebrook have many projects, all of which are unique in their timelines and potential delays experienced. O-SDA/Saigebrook has a great working relationship with City of Austin and has established an exemplary performance record. More references can be made available, if needed.

- iii. References to the cost estimate of the project, the public investment in the project, and the number of times the applicant requested funds for the project

See **Attachment B**, O-SDA/Saigebrook have many projects, all of which are unique in their costs, public investment, and number of times funds were requested. This development team has only requested additional funds for one City of Austin project, Elysium Grand. This development was a very unique bond deal that includes more than 50% of the units at 30%-50% AMI and below which required additional funding and support. O-SDA has a great working relationship with City of Austin and has established an exemplary performance record. More references can be made available, if needed.

e. Financial Capacity

Provide narrative information on recent, similar, and successful experience in affordable housing development. Include experience using multiple fund sources and previous working history with the Austin Housing Finance Corporation, if any.

See **Attachment C**, more references can be made available, if needed.

- i. Developer is a for-profit: Current financial statement was recently provided for a different project (The Abali). If additional information is needed please advise.
- ii. Developer is a for-profit: Proof of sufficient reserves or line of credit will be submitted upon request prior to award contract being executed.



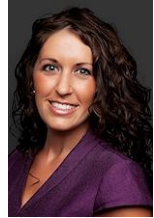
Section 2

Development Team

Developer/Owners

Megan Lasch

Originally from Grove, Oklahoma, Ms. Lasch has twelve years of experience in the project management/consulting industry. Having received her Bachelor's degree in Biosystems Engineering from Oklahoma State University, Ms. Lasch began her career as an engineering consultant where she helped design a variety of public and private development projects. Ms. Lasch is the Owner and President of O-SDA Industries, LLC, a City of Austin MBE/WBE/Texas HUB certified real estate development firm. Ms. Lasch is based in Austin, Texas and additionally serves as the project manager/consultant for all affordable housing developments with Saigebrook Developments. Ms. Lasch helps to manage all aspects of the project life cycle from site identification, TDHCA application, to managing third party consultants throughout the design process and ultimately to project completion. Ms. Lasch served as the Board Chair for Skillpoint Alliance, a non-profit providing technology based workforce training, a member of the Real Estate Council of Austin and was a finalist in the 2018 & 2019 Austin Under 40 Awards.



Lisa Stephens



Lisa Stephens is the Owner and President of Saigebrook Development, LLC, a WBE/Texas HUB certified real estate development firm. She has more than 20 years of experience in developing, financing and operating affordable housing. Additionally, she has secured twenty allocations of 9% Housing Tax Credits in the last nine application cycles in Texas and has financed and closed approximately 5,000 units in the southeastern United States. Ms. Stephens was named by Affordable Housing Finance magazine as one of twelve 2009 "Young Leaders," a prestigious award honoring individuals under the age of 40 who have been nominated by their peers and colleagues as the next generation of affordable housing and community development leaders. Ms. Stephens received her BA in Accounting and Finance from the University of Florida and is certified by the U.S. Green Building Council as a LEED Green Associate. She currently serves on the National Green Building Standards' Green Advisory Council.

Sally Gaskin

Sally Gaskin is the President of SGI Ventures, Inc., a developer and tax credit/private activity bond consultant, and received her degree in accounting and business administration from Aquinas College in Grand Rapids, MI. SGI Ventures, Inc. is a Texas HUB certified real estate development firm and is a former CPA and has been in the affordable housing industry since 1996. Ms. Gaskin is a founding board member and Past Board President of the Texas Affiliation of Affordable Housing Providers ("TAAHP") and has a keen interest in energy efficiency and green building. In 2008 SGI Ventures completed the development of CityView at the Park, a 72-unit affordable senior development located in Austin, TX. CityView was awarded a 4-Star Green Building rating by Austin Energy, one of the first affordable

developments to earn that rating. In addition to CityView, Ms. Gaskin co-developed 7 other tax credit developments, with over 750 units.

Jeff Piatt

Jeff Piatt is an UT Austin Graduate with 24 years of experience in the construction industry. Jeff's 10 years of experience in Affordable multifamily housing started when he was hired at TDHCA in 2009 as an inspector. Jeff left TDHCA in 2011 in the executive position of Construction Manager Under the Disaster Recovery division for both Single and Multifamily construction. Jeff has extensive experience in the requirements of LIHTC and CDBG program requirements and specializes in providing guidance to be sure that both architectural plans and construction management create developments in compliance with all applicable regulations including Fair Housing Act Design Accessibility Requirements and program material and design requirements.

Abby Penner

Abby Penner is a graduate of Texas A&M University with a degree in Civil Engineering. She worked as an engineering consultant for 3 years where she helped design a variety of commercial and multi-family development projects. Abby has worked on most aspects of site design, permitting, and construction. After leaving her Civil Engineering firm, Abby joined the Saigebrook Development Team as a Development Associate.

Alice Cruz

Alice Cruz is a graduate of the University of North Dakota with a degree in Public Administration. She worked for the City of Fort Worth's Neighborhood Services Department for 6 years. Most of her work was focused housing and community development projects that utilized CDBG, HOME, ESG, HOPWA, HFC, and LIHTC funds. Alice has worked on most aspects of development, including funding applications, design process, overall project management, through to project closeout. After a short time with Fort Worth Housing Solutions, Alice joined the Saigebrook Development team, who is an Owner on this project.

Lenders

Lender Debt and Equity letters are in **Attachment C** and are subject to change.

Attorneys

Shutts & Bowen

Robert Cheng is a partner in the Miami Office of Shutts & Bowen LLP, where he is a member of the Real Estate Practice Group. Robert concentrates his practice in real estate development and finance with a fair amount in affordable housing. He's experienced in complex real estate transactions, including acquisition, development, construction and permanent loans. He frequently handles projects with multiple layers of debt financing from public and private sources and equity investments from low income housing tax credit syndicators.

Accountants

Tidwell Group

Tidwell Group was founded in 1997 and helps clients from project inception to completion. They provide expertise in tax, assurance and consulting services. And are known for several specialties, one of which is real estate and affordable housing.

Architects

Miller Slayton Architects

The firm was started in fall of 2004 when Paul Miller and Paul Slayton combined their creative talent and many years of experience to establish a well-respected, professional business servicing a wide array of clientele. With licenses in several southeastern states, LEED certification and a strong technical understanding of the science of construction, they are well qualified to solve the challenges of a diverse range of projects with innovative and cost-effective design. The majority of the firm's business is affordable housing throughout Texas. This development team has completed 36 projects with this architect and counting.

Engineers

TBD

General Contractor and Sub-Contractors

TBD after construction plans are more complete and able to be bid out.

Consultants

Sara Anderson

S.Anderson is State of Texas WBE Certified business. She is well known across the State of Texas for being a premier low-income housing tax credit consultant, whose staff helps with everything from applications to development to completion.



Section 3

Property Management Team

- a. **Provide Curriculum Vitae for the Property Management Team highlighting experience in the management of affordable rental housing**

Accolade Property Management, Inc. specializes in the management of multifamily assets. The team of professionals at Accolade has produced superior results on all asset types. Whether a Class A+ in lease up or a Class C distressed asset, Accolade understands the dynamics of the marketplace and the factors that affect the correct positioning of an asset. Accolade embraces every asset individually and designs a business plan to maximize the value of the asset. The majority of Accolade's portfolio are affordable housing products. Refer to **Attachment D** for copy of Accolade's business resume, list of properties managed, and key principal resumes.

- b. **Provide Compliance Reports issued by the NHCD or its representative, citing no open violations for properties located in the City of Austin and managed by the Property Management team.**

O-SDA Industries and Saigebrook Development certifies that it has no outstanding citations with any entity and is in good standing with TDHCA and all other funders. In addition, Accolade Property Management does not have any outstanding citations on any of the dozens of properties in its portfolio, across multiple states.

- c. **If the CV includes developments outside the territorial boundaries of the City of Austin, please attach a Compliance Letter stating the number of properties managed by the team, number of years of management and citing no violations, issued by the appropriate department of the jurisdictional government.**

O-SDA Industries and Saigebrook Development certifies that it has no outstanding citations with any entity and is in good standing with TDHCA and all other funders. In addition, Accolade Property Management does not have any outstanding citations on any of the dozens of properties in its portfolio, across multiple states. Accolade has been managing affordable and market rate housing properties for 17 years.



Section 4

Project Proposal

a. Project Description

Diamond Forty-Two is a proposed new construction, mixed income community to be located at 5517 Jackie Robinson Street in Austin. This 6.149-acre multi-family development will consist of 150 units of which 100% are considered affordable housing.

Unit Mix

41 - 1bed/1bath units at 650 square feet

63 - 2bed/2bath units at 850 square feet

46 - 3bed/2bath units at 1050 square feet

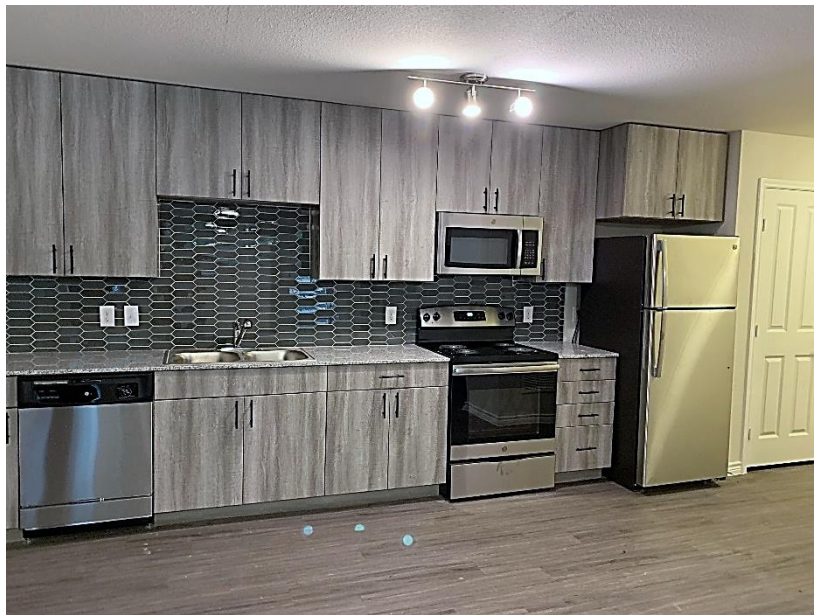
50% AMI	60% AMI	80% AMI
51 units	78 units	21 units

i. Describe the proposed tenant population, income levels, and services, if any, to be provided to or made available to residents.

Tenant Population will be single persons and families with targeted at various levels of Area Median Income, 50%, 60%, and 80%. **Therefore, 100% of this property will serve residents below the area median income.** Services will be provided on-site and will evolve based on the tenants needs at any given time. Ex. Parenting classes, job skills classes, cooking classes, etc.

On-site Amenities: It is anticipated that common area amenities will include a fully furnished clubhouse with media room, fitness center, cyber lounge, children's play area, community room, BBQ picnic area and an outdoor community area with a pool.

Resident Services: Resident services at the property will be determined as dictated by resident needs and desires. This development team will work in concert with Accolade Property Management and local provider agencies to tailor onsite services that best fit Diamond Forty-Two's residential needs. During the TDHCA application process, Diamond Forty-Two will obtain several letters of support from local non-profits and potential service providers to help jump-start the identification process. Diamond Forty-Two will partner with several community and non-profit organizations to provide services and skills training to all residents. Resident supportive services might include: scholastic tutoring with Boys & Girls Club, annual health fair & health screen services, health and nutrition courses with Texas W.I.C. program and/or the Sustainable Food Center, financial planning assistance & credit counseling, seminars and counseling services, annual income tax preparation, job training & computer proficiency classes.



Unit Amenities: Unit amenities will include a dishwasher, solid surface countertops in kitchen and bathrooms, high efficiency appliances and lighting, hard surface flooring, kitchen tile backsplash, and tile tub surrounds.

Accessibility: This Development will be designed to meet or exceed the accessibility requirements of the Federal Fair Housing Act as implemented by HUD. **All common spaces will be designed to all for accessibility to person with limited mobility.** Additionally, at least 10% of the units (15 units) will be reserved for persons with disabilities. In accordance with RHDA Guidelines, a minimum of 10% of all units and all of the community amenity space will be designed and constructed to allow for accessibility to persons with limited mobility. An additional 2% of the units will be also designed for hearing and visual disabilities.

ADA features for the units will include, but are not limited, to:

- ❖ All passage doors to be 36" wide
- ❖ Knee space in both bathrooms (if applicable) for wheelchair access
- ❖ Under counter knee space in kitchen for wheelchair access
- ❖ 34" height countertop in bathroom and kitchen work area
- ❖ All individual rooms are made fully accessible by providing adequate turn radius
- ❖ Full accessible bathtub/shower combination
- ❖ Strobe light alarms and doorbells for HV units
- ❖ Temperature controlled water valves
- ❖ Accessible light switches and outlets

In addition, an accessible route will connect the accessible parking spaces to the accessible and adaptable first floor units, as well as the common area of the development. As a further measure to ensure compliance, the Development will retain an Accessibility and Compliance Consultant to provide plan review and inspection services for compliance with the Texas Accessibility Standards (TAS), the Uniform Federal Accessibility Standards (UFAS), Fair Housing Act (FHA), and the International

Building Code (IBC) Chapter 11. The scope of work for the review will include project registration with TDLR, technical assistance during the design phase, preliminary plan reviews, final plan review of the 100% CD Submittal, preliminary inspections, and a final construction inspection.

- ❖ **Green Building:** Even before the current emphasis on Green construction, mechanicals and appliances, the Development Team strived to promote energy and natural resource conservation in its communities. These efforts have had a significant positive impact in the cost of operations, and the out of pocket costs of our residents. **The Team will commit to a minimum of a 1-Star Austin Energy Green Building rating for Diamond Forty-Two, as required by Austin's S.M.A.R.T. Housing Program.** However, based on the Multifamily Rating Scorecard Planner, Diamond Forty-Two may be eligible for up to a 3- Star rating based on a preliminary assessment. As stated in the S.M.A.R.T. Housing program, prior to filing of building permit applications and starting construction, the development must obtain a Conditional Approval from the Austin Energy Green Building Program, stating that the plans and specifications for the proposed development meet the criteria for a Green Building Rating. Such efforts might include, but are not limited to:

- ❖ Low, or no VOC paint
- ❖ Use of Xeriscape landscape planting to reduce use of water resources
- ❖ Attic insulation of R-30 or greater
- ❖ Windows with a shading coefficient of .67 or greater
- ❖ Energy conserving lighting
- ❖ Low-Flow fixtures and water conserving faucets, shower heads, etc
- ❖ High efficiency (1.28 gpf) toilets
- ❖ Energy efficient appliances such as dishwashers and refrigerators
- ❖ Use of fluorescent interior lighting and ceiling fans
- ❖ Installation of formaldehyde free insulation
- ❖ Healthy flooring materials

i. Indicate the number of units reserved for Housing Choice Voucher holders (Section 8).

No units will be reserved for tenants with Housing Choice Vouchers; however, tenants with vouchers will be accepted.

ii. Indicate the number of units that are or will be made accessible and adaptable for persons with mobility, sight or hearing disabilities.

15 units will be Mobility accessible and 3 will be Hearing/Visual accessible for a total of 18 units. **The development will include a total of 82 units that will be Mobility accessible or adaptable.** The development plan includes 3 three story buildings with a total of 34 first floor units, plus 1 four story building, elevator served building, with a total of 48 units, for a total of 82 accessible/adaptable units. The development plan meets the minimum 10% mobility and 2% sensory requirement.

iii. If applicable, demonstrate the Project's compatibility with current Neighborhood Plan.

According to the East MLK Combined Neighborhood Plan the planned future use of the site is Mixed-Residential. The proposed 150-units allow for this future use to be actualized. The Developer has met with the East MLK Neighborhood Plan Contact Team and will continue communication throughout the project.

iv. Summarize the key financials of the project, clearly indicating the total project cost, the amount and intended use of AHFC/NHCD funds being requested, and the amount(s) and provider(s) of other funding and the status of those funding commitments.

Total project cost for Diamond Forty-Two is estimated to be approximately \$30,831,031. Funding for the development will come from several sources including: an estimated \$10,272,070 from TDHCA's Low Income Housing Tax Credit program, \$16,000,000 from 2020 Private Activity Bonds issued by Austin HFC, \$3,000,000 from RHDA funds, and the remaining \$1,558,961 from deferred developer fee. RHDA funds will be used to purchase the land and pre-development expenses.

v. If the property is occupied by residents at the time of application submission, specify that along with the following additional information: Include details on the type of structure (multi-family or single-family), number and size of units in square feet.

Not Applicable: The property is currently occupied by the land seller and does have one ±1,400 sf single-family structure and one ±1,000 sf barn on-site. Occupant will relocate upon purchase of land.

vi. Indicate whether the project meets the requirements of the City's Vertical Mixed-Use (VMU) Ordinance or is in a Planned-Unit Development (PUD) or Transit Oriented Development (TOD) or any other City of Austin density bonus program.

Diamond Forty-Two will be using the new Affordability Unlocked Program for a density bonus.

vii. Indicate how the project will meet S.M.A.R.T. Housing requirements.

Safe: Diamond Forty-Two will be safe by utilizing on-site security cameras, encouraging one staff member (property manager or maintenance technician) to live on-site, and lastly by engaging with the community and police force. The development team has a history of engaging with Neighborhood Police Officers, lots of camera coverage, and additional security measures. which results in rave reviews from local Police Officers across the state.

Mixed Income: Diamond Forty-Two has 100% of its units reserved for households at various income levels, ranging from 50% AMI to 80% AMI, with the goal of creating a Mixed-Income community.

Accessible: Diamond Forty-Two will have 18 units set aside for accessible units, which is over the minimum percentage for the 150 units. 15 units or 10% of the units will be mobility accessible and 3 units will be sensory accessible. Additionally, 82 units will be adaptable, creating a very accessible property.

Reasonably Priced: Diamond Forty-Two is reasonably priced as both TDHCA and the City of Austin will require units to be affordable to the household living in each unit for the entire Compliance and Extended Use period (35-40 years). These requirements equate to the households paying no more than is reasonable for their income bracket.

Transit Oriented: Diamond Forty-Two is located close to transit stops and is within walking distance to amenities such as neighborhood parks, a local elementary school and convenience stores. The site is near 183, which allows tenants easy, quick access to other parts of the city and helps keep the average commute to work between 15-30 minutes for the majority of neighborhood residents.



b. Market Assessment

A limited Market Study in the form of a Neighborhood Scout report is included as **Attachment E** with required citations below. In addition, we enlisted the assistance of Apartment Market Data to provide the market analysis for responses to Identification of Geographic Area-PMA, Pool of Eligible Tenants, Analysis of Competition, Assessment of

Market Demand, Evaluation of Effective Demand and Capture Rate, and Estimated Absorption. Apartment Market Data analysis has been incorporated below.

i. **Evaluate general demographic, economic, and housing conditions including:**

1. Target Population and Area Demographic Makeup:

The target population of the 150 unit, Diamond Forty-Two apartment community, is individuals and families with incomes of 50% to 80% of AMFI. According to Neighborhood Scout, the neighborhood surrounding the property has a demographic makeup as follows:

- Race and Ethnic: 23.8% White, 24.6% Black or African American, 2.4% Asian, 15.5% Hispanic or Latino .3% American Indian or Alaskan Native
- Median Household Income: \$37,587
- Average Market Rent: \$1,477
- Age: 17.6% are 18-29, 25.7% are 30-44, 24.7% are 45-64, 11.2% are 65 years and over.
- Household Type: 23.2% one person, 16.1 married with child; 11.7 single parent with child; 1% same sex
- Gender: 50.3% are male and 49.7% are female

2. Overall Economic Conditions and Trends:

The neighborhood surrounding Diamond Forty-Two has a median real estate price of \$276,018, which is more expensive than 80.5% of the neighborhoods in Texas and 63.1% of the neighborhoods in the U.S. Also according to Neighborhood Scout, the average rental price is \$1,477, which is higher than 72.6% of the neighborhoods in Texas. Neighborhood Scout reports that this neighborhood has a higher income than 68.4% of the neighborhoods in America, and with 30.6% of children living below the poverty line, the rate of childhood poverty is higher than the rate found in 76.7% of America's neighborhoods.

The average annual change in per capita income over the last 5 years is 10.4% compared to 2.3% for the nation. The average annual change in household income over the last 5 years is 3.8% compared to 2.0% for the nation. The average change in unemployment rate over the last 5 years is 0.0% for the neighborhood.

Please see attached Neighborhood Scout Report for additional information on Economic Conditions and Trends for this neighborhood.

It is important to note that while the information being provided is focused on the neighborhood surrounding Diamond Forty-Two, clients served by the development will come from surrounding Austin and Travis County. The Primary Market Area (PMA) for this development is identified below in Section 3.ii. Geographic Area.

3. General Housing Conditions and Trends in the Community

According to the Neighborhood Scout report, this is a suburban neighborhood (based on population density of 3,086 people/square mile) located in Austin, Texas. Real estate is made up primarily of single family homes (73.0%) and Apartment Complexes (18.5%). The neighborhood housing is primarily comprised of two bedroom (36.1%) and three bedroom (47.5%) units. 60.9% of units in the neighborhood are owner occupied. A majority of housing units (52.6%) were built before 1970.

Home and apartment vacancy rates are 9.6% in this neighborhood, (as noted above, housing stock is primarily SFR, with apartments making up only 18.5%. In addition, the majority was built before 1970). Neighborhood Scout analysis shows that this rate is lower than 46.4% of the neighborhoods in the nation, approximately near the middle range for vacancies. However, according to Apartment Market Data, comparable LIHTC apartments in the PMA reflect an average occupancy of 98.8%. It should be noted that the Neighborhood Scout data utilized a smaller geographic area in determining the neighborhood boundaries. The PMA area utilized by Apartment Market Data for analysis of comparable properties, pool of eligible tenants, market demand, etc. is much larger and was determined based on TDHCA LIHTC guidance. The PMA included several LIHTC communities.

For the neighborhood surrounding Diamond Forty-Two, Neighborhood Scout cites home value appreciation of 57.77% over the past 5 years, and for the past 19 years has reflected appreciation gains among the highest in the Austin Metro Area, i.e. Neighborhood Scout reflects Austin Metro appreciation scores of 9 and 10 since 2000 (10 is the highest). The average annual homeownership trend over the last five years has increased by 2.8%. The average rent price trend in the neighborhood over the last five years has increased by 5.4%.

Trends in the Community-Schools:

It should be noted that Norman Elementary, the school that will serve K-5th grade residents of Diamond Forty-Two, is currently being completely rebuilt and will reopen in the fall of 2021, just ahead of development completion. The school is within walking distance of the development site. Norman Elementary is one of 17 schools in Austin ISD that is being rebuilt with funds from the 2017 Bond Modernization Project.

In addition, we are very excited that a new public charter school, funded in part by the Michael and Susan Dell Foundation, is opening this fall, and is also within ¼ mile of the development. The new school, IDEA Health Professions, is one of IDEA's newest campuses, that will develop future healthcare leaders starting in the fall of 2019. This will be IDEA's first "diverse by design" school. IDEA Health Professions is a Kinder through 2nd and 5th through 6th grade campus.

We believe that the 2 new schools near Diamond Forty-Two is very exciting and will be a significant draw for young families with elementary age children.

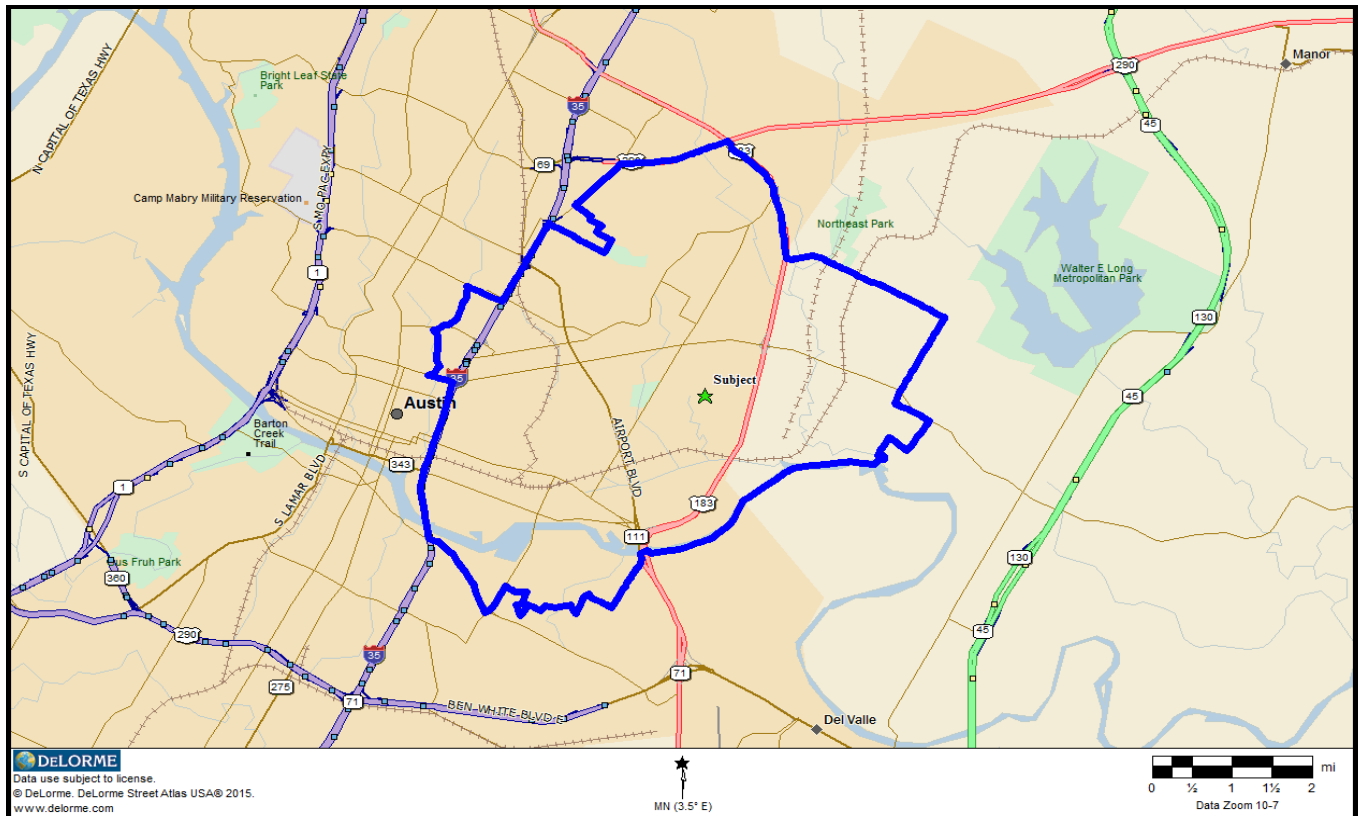
ii. Identify the geographic area

Diamond Forty-Two is located in census tract number 21.10 in the Jackie Robinson Neighborhood. Please see attached Neighborhood Scout report for the neighborhood boundary outline, and also the schedule of census tracts and boundary outline of the PMA utilized in the analysis prepared by Apartment Market Data, LLC.

In addition to obtaining market information from Neighborhood Scout, we enlisted the assistance of Apartment Market Data, LLC in determining the Primary Market Area (PMA): The PMA utilized in determining Pool of Eligible Tenants, Competition and Market Demand is identified as:

For this analysis, Apartment Market Data, LLC utilized a “primary market area” encompassing 24.74 square miles. These boundaries follow the census tracts listed:

Census Tracts	Census Tracts	Census Tracts	Census Tracts
484530003.06	484530003.07	484530004.01	484530004.02
484530008.01	484530008.02	484530008.03	484530008.04
484530009.01	484530009.02	484530010.00	484530021.04
484530021.06	484530021.07	484530021.08	484530021.09
484530021.10	484530021.11	484530021.12	484530021.13
484530022.08	484530023.04	484530023.17	



This area was used as it complies with the definition of a “Primary Market Area” (PMA) as defined by the Texas Department of Housing and Community Affairs (TDHCA). The area shown on the map above, takes into consideration this area’s housing needs, demand draw, natural, political and manmade barriers, and the appropriate demographics of the area applicable to the demand for rental apartments.

At the same time, the PMA was limited to a population of 99,262 and may not be inclusive of the entire area that the analyst expects the subject to draw the majority of its residents.

iii. Quantify the pool of eligible tenants – According to Apartment Market Data, LLC

Income qualifications and maximum program rents are used to determine the income bands of the subject’s proforma rents. To determine this, we calculated the minimum and maximum annual income a resident could earn and still qualify for the following unit types. Using these criteria, we developed the following table.

ELIGIBLE HOUSEHOLDS BY INCOME

HH Size	50% of AMI		60% of AMI		80% of AMI	
	min	max	min	max	min	max
1	\$26,610	\$33,150	\$31,950	\$39,780	\$42,600	\$53,040
2	\$26,610	\$37,850	\$31,950	\$45,420	\$42,600	\$60,560
3	\$31,950	\$42,600	\$38,340	\$51,120	\$51,120	\$68,160
4	\$31,950	\$47,300	\$38,340	\$56,760	\$51,120	\$75,680
5	\$36,900	\$51,100	\$44,280	\$61,320	\$59,040	\$81,760
6	\$36,900	\$54,900	\$44,280	\$65,880	\$59,040	\$87,840

CALCULATION OF REQUIRED INCOME

Unit Type	Income Type	Subject Rent	Utility Allowance	Total Rent	Max. Rent	Annual Income Req.	Annual Income Cap*
1-1	50%	\$ 803	\$ 84	\$ 887	\$ 887	\$ 26,610	\$ 37,850
1-1	60%	\$ 981	\$ 84	\$ 1,065	\$ 1,065	\$ 31,950	\$ 45,420
1-1	80%	\$ 1,336	\$ 84	\$ 1,420	\$ 1,420	\$ 42,600	\$ 60,560
2-2	50%	\$ 960	\$ 105	\$ 1,065	\$ 1,065	\$ 31,950	\$ 47,300
2-2	60%	\$ 1,173	\$ 105	\$ 1,278	\$ 1,278	\$ 38,340	\$ 56,760
2-2	80%	\$ 1,599	\$ 105	\$ 1,704	\$ 1,704	\$ 51,120	\$ 75,680
3-2	50%	\$ 1,101	\$ 129	\$ 1,230	\$ 1,230	\$ 36,900	\$ 54,900
3-2	60%	\$ 1,347	\$ 129	\$ 1,476	\$ 1,476	\$ 44,280	\$ 65,880
3-2	80%	\$ 1,839	\$ 129	\$ 1,968	\$ 1,968	\$ 59,040	\$ 87,840

* Based on 2.0 persons per bedroom

With the implementation of income restrictions, the primary renter profile will have an income from \$26,610 to \$87,840, which represents 48.6% of 1-6 person renter households in the area. There are currently 8,690 income qualified renter households living in the Primary Market Area.

**INCOME BANDING OF THE
PRIMARY QUALIFIED RENTER HOUSEHOLDS**

SUBJECT	# OF	PERCENT
\$ 26,610 - \$ 29,999	826	4.2%
\$ 30,000 - \$ 39,999	1,859	9.5%
\$ 40,000 - \$ 49,999	1,920	9.8%
\$ 50,000 - \$ 59,999	1,295	6.6%
\$ 60,000 - \$ 74,999	1,805	9.2%
\$ 75,000 - \$ 87,840	985	5.0%
Primary Qualified Households	8,690	44.4%

HISTA Data

iv. Analyze the competition-Prepared by Apartment Market Data, LLC

Diamond Forty-Two is a 100% Workforce housing development serving residents with incomes from 50% to 80% of AMFI.

The current supply of affordable housing in this market is less than demand.

The overall occupancy for HTC projects reported in the market is 98.8%.

CURRENT INVENTORY OF SURVEYED PROPERTIES

UNIT TYPE	# OF UNITS	OCCUPIED UNITS	AVG. RENT	AVG. SIZE	AVG. \$ PSF	OCCUPANCY%
1 BR	542	539	\$ 834.21	625	\$ 1.335	99.4%
2 BR	617	606	\$ 1,062.03	923	\$ 1.151	98.2%
3 BR	302	298	\$ 1,193.49	1,119	\$ 1.067	98.7%
OVERALL	1,461	1,443	\$ 1,004.69	853	\$ 1.178	98.8%

v. **Assess the market demand-Prepared by Apartment Market Data, LLC**

The MapInfo demographics estimate the demand growth for new rental units to be 398 units per year. The HISTA data suggests that the growth for new rental units will be 356 units per year. Finally, the employment growth methodology suggests that the primary market area will absorb 658 units per year. For the employment growth methodology, our forecast is based on annual employment growth of 3.0%.

Evidence suggests that LIHTC projects tend to derive most of their demand from households already living in the area. We found 8,690 renter households living in the Primary Market Area that are income qualified. Thus in our mind, this project is feasible even without additional growth in the number of renter households.

vi. **Evaluate the effective demand and the capture rate-Prepared by Apartment Market Data, LLC**

To perform the capture rate calculation, we use the data that we have compiled from our previous analysis to determine the total number of income qualified households that the subject is designed to accommodate. The following table is used to calculate the total demand for the subject's units.

ANNUAL INCOME-ELIGIBLE SUBMARKET DEMAND SUMMARY		
Income Qual. Demand*	Units of Demand	% of Total Demand
2019	8,690	89.5%
2020 & 2021	140	1.4%
External Demand (10%)	883	9.1%
TOTAL DEMAND – Year 1	9,712	100.0%

* Income eligible without rental assistance

Now that we know the total demand, we have to account for other affordable projects in the trade area that have not leased up and maintained a stabilized occupancy of 90% for the previous 12 months. The following table is taken from the TDHCA database of affordable properties within the designated trade area. There are no other affordable projects to account for.

TDHCA	Name of Project	# of Units	Distance	Population	Comparable Units
TBD	Subject	150	-	Family	150
16434	thinkEAST	182	1.2 mi	Family	132
17113	The Jordan (Mueller)	132	1.9 mi	Family	118
				TOTAL	400

Based on the information taken table above, we calculate the inclusive capture rate for the subject to be as follows:

$$\frac{\text{Subject's L/I Units} + \text{Other Previous L/I Units}}{\text{Total Units of Income Qualified Demand}} = \text{Capture Rate}$$

$$\frac{400 \text{ Total L/I Units}}{9,712 \text{ Units of Demand}} = 4.1\% \text{ Capture Rate}$$

The “Inclusive Capture Rate” above reflects only “income qualified” renter demand. Additional demand comes from households living outside the PMA and households earning less than the minimum qualifying income, provided that the household has a housing voucher in-hand (i.e. Section 8 voucher). This additional demand was not calculated in the figures above as it was not necessary to satisfy the capture rate threshold.

vii. **Estimate the absorption period - Prepared by Apartment Market Data, LLC**

Based on lease up rates of comparable projects in the Austin area, we estimate that the project would achieve a lease rate of approximately 20-25 of its units per month as they come on line for occupancy from construction.

c. **City of Austin Good Neighbor Policy**

- i. **Prior to submission of a RHDA Application, the developer must:** Research the applicable City of Austin Neighborhood Plan for the area in which the project is to be located, if applicable.

1. If no Neighborhood Plan exists:

Using written notice by letter or by flyer, notify: property owners with properties no less than 500 feet from the proposed development site; and registered neighborhood organizations whose boundaries include the proposed development site.

N/A: the subject site is located within the East MLK Combined Planning Area. The East MLK Combined Neighborhood Plan was adopted November 7, 2002. The East MLK Neighborhood Planning Area Future Land Use Map was last updated on March 6, 2018. The FLUM identifies the subject site's future use as Mixed Residential, which is in alignment with the proposed use. The current zoning of the site is SF3; a zoning application has been submitted to re-zone to MF2.

ii. **Submitted with this completed RHDA Application:**

1. The developer's communication plan for engaging stakeholders and neighborhood organization.

In general, the development team engages neighborhood associations and community leaders very early in the development process. Typically, presentations are done at the neighborhood association meetings and also at Neighborhood Contact Team meetings, and both are followed -up with subsequent update presentations as the development plans finalize. Neighborhood association feedback regarding design, colors, materials, parking, ingress, egress, etc. are just a few of the many topics discussed to help ensure community members' voices are heard and the Developer is being a good neighbor. In addition, the Developer meets with local councilmembers and other interested parties to make them aware of the development and work with them to earn their support.

Specifically, the Developer has reached out to the Jackie Robinson Acres Neighborhood Association and East MLK Neighborhood Plan Contact Team. On July 15, The Developer met with EMLK Contact Team to introduce the development, and the Jackie Robinson Acres Neighborhood Association president was also in attendance at the meeting. There was very positive discussion relating to the development. The Developer will attend the next Contact Team Meeting on August 19, and will continue meeting with both organizations throughout the application and development process. The Developer has also reached out directly to the neighborhood association and will meet with them at their next scheduled meeting. NOTE: The President of the Jackie Robinson Acres Neighborhood Association is also the Seller of the development site.

Additional communications are attached

2. Documentation of written notice provided to property owners and neighborhood organizations.

Notices are in **Attachment F**. On July 15, 2019, development representative Sally Gaskin and development consultant, Mike Martinez, met with the East MLK Neighborhood Contact Team to provide an introduction to the proposed development and rezoning application. We are also on the Contact Team's

August 19 agenda to provide an update on the status of the development's RHDA and zoning applications. In addition, to the East MLK Contact Team, the Developer has identified 3 neighborhood associations that also include the subject site within their boundaries. Developer has sent a notification letter introducing the development, copies are included in **Attachment F**.

- East MLK Combined Neighborhood Plan Contact Team
 - Ms. Angela Garza (Chair)
- Jackie Robinson Acres
 - Mr. William D. Moseley (President)
 -
- Hog Pen NA
 - Ms. Ali A Ronder (President)
- Lincoln Garden Association
 - Mr. Isaiah Sauls (President)

3. A signed City of Austin Good Neighbor Checklist

Signed City of Austin Good Neighbor Checklist is **Attachment G**.

d. S.M.A.R.T Housing

The SMART Housing Certification is **Attachment H**.

e. Memorandum of Understanding (MOU) with the Ending Community Housing Coalition (ECHO) If proposal includes Continuum of Care (CoC) units, a MOU with ECHO including information on the type of CoC units planned.

MOU with ECHO is in progress and we are committing to 5 units. A place holder for this MOU is included as **Attachment I**.

f. General Services

i. A description of the services to be provided to residents and/or clients

Our plan is to engage one of the community organizations with the budgeted supportive service funds. Final terms of an agreement will occur before we close on our construction financing. As seen in our attached Proforma, we are projecting approximately \$12,000 per year to be spent on services. These services may include parenting classes, health screenings, and how to eat healthy on a budget.

ii. The number and types of residents/clients expected to be served annually.

We anticipate an estimated 150 individuals and families to live at Diamond Forty-Two 73% of the development will multibedroom, with most of the units

being occupied by families. The services offered on-site will vary the target group based on what the need of our residents is at any given time.



iii. Developer's experience and qualifications in providing the services to be offered, if services are offered by the developer

Each of our communities have a successful supportive service program tailored to the residents needs and management by Accolade Property Management. In addition, we will be contracting with an outside entity to provide on-site and social services above and beyond our normal program.

iv. Description of the organization(s) providing the services and a memorandum of understanding or some other type of signed agreement that indicates the relationship between the developer and service provider, if the services are provided by an external organization.

Sample MOU stating relationship between Developer and service provider, including description of services to be provided on-site is **Attachment J**.

v. Resume of key personnel who will be actively involved in the delivery of services including information on certifications, licenses, years of experience, and education.

Resumes of key personnel for service provider can be provided closer to contract of service provider execution, as these services are tailored to the needs of the tenants living at the property and may change; additionally, these service providers may need to hire new staff to have adequate coverage of Diamond Forty-Two's site and so the employee may not be hired yet.

vi. **Financial capacity of the Services provider:**

1. Identify sources and amounts of funds that will be or are expected to be utilized to provide supportive services for 3 years from the date of issuance of the Certificate of Occupancy.

The source of funds for the service provider will be the project's operating budget in the amount of \$12,000 annually, with a 3% projected increase annually for the life of the compliance period.

2. Include a services budget which reflects current and anticipated funding and expenses associated with the provision of services for three (3) years

The budget showing supportive services is **Attachment K**; the exact expenses for this Budget will be determined by the Supportive Services Provider and will vary based on the needs of the residents.

Section 5

Property

a. Map of the property

Maps are included as **Attachment L**.

- i. High Opportunity Census Tracts
- ii. Tracts at risk of Displacement or Gentrification
- iii. Imagine Austin Centers and Corridors with 0.5 mile buffer
- iv. High-Frequency Transit Stops within 0.25 mile walk
- v. Transit Stops within 0.75 mile walk
- vi. Mobility Corridor within 0.5 mile buffer
- vii. Healthy food access with 1 mile buffer
- viii. 100 year Flood Plain

b. Real Estate Appraisal

In order to have this document be as accurate as possible, it will be provided prior to contract execution and closing. Tax assessments are greatly undervaluing the property as they are based on current vacant/underutilized improvements, rather than the proposed use.

c. Zoning Verification Letter

There is currently an application that is being prepared for the rezoning of this property from the current SF-3-NP zoning to MF-2-NP zoning. A copy of the signed application is included as **Attachment M**. The developer has already attended and presented at one Neighborhood Plan Contact Team meeting on July 15th. Once the zoning has been revised a copy of a zoning verification letter will be provided.

d. Proof of Site Control

- i. Include evidence of site control such as a warranty deed or a current earnest money contract, and provide a real estate appraisal or current tax documentation that substantiates the value of the property.

Evidence of site control is included **Attachment N**.

- ii. If there are existing structures, provide documentation from the taxing authority or another third-party source indicating the year the structure was built.

Travis County Appraisal District documenting construction build dates is included as **Attachment O**.

e. Phase I Environmental Site Assessment

- i. Applicants must provide a Phase I Environmental Site Assessment (ESA) report prepared by qualified environmental professionals.

Phase I ESA for Diamond Forty-Two will be provided on, or before, September 17, 2019 (at least 1 week prior to the September 24, Housing Investment Committee meeting), confirming that no prohibitive, environmental hazards exist on or near the development site.

- ii. Applicants must provide mitigation strategies for concerns raised in the Phase I ESA report

At this time there are no known environmental issues. Should the Phase I ESA identify any conditions requiring mitigation, appropriate mitigation procedures will be utilized.

- iii. City of Austin's Austin Resource Recovery Department provides free environmental assessments for eligible entities.

Not Applicable as site is not a Brownfield.

f. State Historical Preservation Officer Consultation

Not Applicable-Buildings on-site are not older than 45 years.



Attachments:

Attachment A	Certificate of Status
Attachment B	Statement of Confidence
Attachment C	Lenders and Equity letters
Attachment D	Property Management Information
Attachment E	Market Assessment/ Neighborhood Scout Report
Attachment F	Neighborhood Notices and Meeting Agenda
Attachment G	Signed City of Austin Good Neighbor Checklist
Attachment H	S.M.A.R.T. Housing Certification
Attachment I	MOU with ECHO
Attachment J	Sample MOU with Service Provider
Attachment K	Supportive Services Budget
Attachment L	Maps
Attachment M	Zoning Application
Attachment N	Evidence of Site Control
Attachment O	Travis County Appraisal District

Attachment A
Certificate of Status



Office of the Secretary of State

CERTIFICATE OF RESERVATION OF ENTITY NAME OF

Diamond Forty-Two, LLC

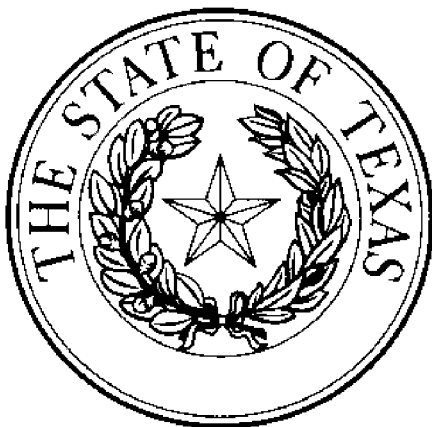
The undersigned, as Deputy Secretary of State of Texas, hereby certifies that the above entity name has been reserved in this office pursuant to the provisions of Section 5.101 of the Texas Business Organizations Code for the exclusive use of

Diamond Forty-Two
5501-A Balcones Dr. #302, Austin , TX 78731

for a period of one hundred twenty days after the date hereof.

This name reservation does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/12/2019



A handwritten signature in black ink, appearing to be "JE", followed by a long horizontal line extending to the right.

Jose A. Esparza
Deputy Secretary of State

**CERTIFICATE OF FORMATION
OF
O-SDA INDUSTRIES
A LIMITED LIABILITY COMPANY**

The undersigned, acting as the sole organizer of a limited liability company under the Texas Business Organization Code (the "TBOC"), does hereby adopt the following Articles of Formation for **O-SDA INDUSTRIES, LLC**.

ARTICLE ONE

The name of the filing entity is **O-SDA INDUSTRIES, LLC**.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose or purposes for which the company is organized is the transaction of any or all lawful business for which limited liability companies may be organized under the TBOC.

ARTICLE FOUR

The address of the registered office of **O-SDA INDUSTRIES LLC** is 323 Congress Ave., Ste. 250, Austin, TX 78701. The initial registered agent is Megan D. De Luna and the agent's address is 323 Congress Ave., Ste. 250, Austin, TX 78701.

ARTICLE FIVE

The limited liability company will have a manager. The company is to be managed by the initial manager whose name and address is as follows:

Megan D. De Luna
323 Congress Ave., Ste. 250
Austin, TX 78701

ARTICLE SIX

The name and address of the governing person and organizer of the company is:

Megan D. De Luna
323 Congress Ave., Ste. 250

Austin, TX 78701

ARTICLE SEVEN

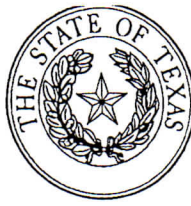
This document becomes effective when the document is filed with and/or by the Texas Secretary of State.

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Signed on: September 2, 2010

A handwritten signature in cursive script, appearing to read 'Megan D. De Luna', is written over a horizontal line.

Megan D. De Luna



Office of the Secretary of State

CERTIFICATE OF FILING OF

O-SDA INDUSTRIES, LLC
File Number: 801314120

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/02/2010

Effective: 09/02/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Certificate of Formation for O-SDA INDUSTRIES, LLC (file number 801314120), a Domestic Limited Liability Company (LLC), was filed in this office on September 02, 2010.

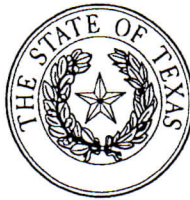
It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 20, 2011.



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State



Office of the Secretary of State

CERTIFICATE OF FILING OF

O-SDA INDUSTRIES, LLC
File Number: 801314120

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

EIN - 80-0641068

Dated: 09/02/2010

Effective: 09/02/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

LLC Operating Agreement for Single-Member LLC

1. Names. This operating agreement is made by O-SDA Industires, a single member limited liability company, the Company, and Megan De Luna, the Member.

2. Formation. The Company has been formed under the State of Texas statute authorizing the formation of limited liability companies. The purpose of the Company is stated in the Articles of Organization.

3. Business Formation. The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

4. Offices. The Company will have one or more offices at places the Member designates. The initial registered office of the Company is located at 323 Congress Avenue, Suite 250, Austin, Texas 78701 and the Member is the resident agent.

5. Management. The Member has the right to manage the Company's business. The Member may delegate to another person the authority to perform specified acts on behalf of the Company.

If the Member dies or is unable to act, the Company will be managed by Chuck Perry or by the person the Member last designates in writing to manage the Company. That person will have full authority to manage the Company until the Member can do so.

6. Capital Contributions. The Member will contribute \$4,000 to the Company in exchange for the Member's interest in the Company. The Member will not be paid interest on this capital contribution.

7. Taxes. For federal tax purposes, the Company will be taxed as a sole proprietorship, with profits and losses passing through to the Member.

8. Funds. The Member will determine the financial institution that will hold Company funds and will determine the authorized signatures on Company accounts.

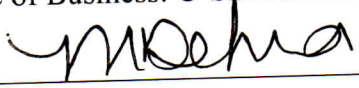
9. Additional Members. The Company may admit one or more additional members upon such terms as are determined by the Company and the Member. If new members are admitted, the Articles of Organization and the Operating Agreement will be

appropriately amended.

10. Distributions. The Member will determine when and how cash and other assets of the Company will be distributed.

Dated: 10/15/2010

Name of Business: O-SDA Industries, a Single Member Limited Liability Company

By: 

Printed Name: Megan De Luna, Member

Address: 323 Congress Avenue, Suite 250 Austin, Texas 78701

October 15th, 2010

RE: O-SDA Industries, LLC Membership Certificates

Dear DSMBR Office:

Currently, O-SDA Industries is a single member limited liability company and there are no additional membership certificates. The Company may admit one or more additional members upon such terms as are determined by the Company and the Member. If new members are admitted, the Articles of Organization and the Operating Agreement will be appropriately amended.

Please feel free to contact me at my office if you have any further questions, 512 394-6194.

Sincerely,

A handwritten signature in black ink, appearing to read "M De Luna", with a stylized flourish at the beginning.

Megan De Luna



I certify the attached is a true and correct copy of the Articles of Organization of SAIGEBROOK DEVELOPMENT, LLC, a limited liability company organized under the laws of the state of Florida, filed on August 17, 2011 effective August 11, 2011, as shown by the records of this office.

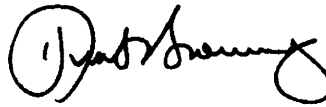
I further certify the document was electronically received under FAX audit number H11000205563. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L11000094778.

Authentication Code: 111A00019350-081811-L11000094778-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighteenth day of August, 2011


Kurt S. Browning
Secretary of State

**ARTICLES OF ORGANIZATION OF
SAIGEBROOK DEVELOPMENT, LLC**

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, Florida Statutes Chapter 608, as amended, hereby makes, acknowledges and files the following Articles of Organization.

ARTICLE I
Name

The name of the Limited Liability Company (the "Company") is SAIGEBROOK DEVELOPMENT, LLC.

ARTICLE II
Address

The mailing address and street address of the principal office of the Company is:

23327 NW CR 236
Suite 60
High Springs, Florida 32643

ARTICLE III
Duration

The period of duration of the Company shall be perpetual.

ARTICLE IV
Registered Office and Agent and Address

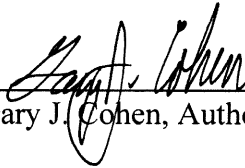
The name and the street address of the registered agent of the Company in the State of Florida are:

Gary J. Cohen
201 South Biscayne Boulevard
Suite 1500
Miami, Florida 33131

ARTICLE V
Effective Date

The Effective Date of these Articles of Organization shall be August 11, 2011.

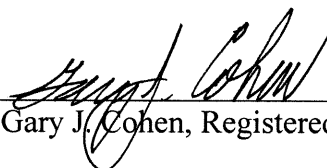
IN WITNESS WHEREOF, the undersigned has made and subscribed these Articles of Organization for the foregoing uses and purposes this 17th day of August, 2011.

By: _____
Gary J. Cohen, Authorized Representative

REGISTERED AGENT'S ACCEPTANCE

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in these Articles, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the obligations of the position as registered agent as provided for in Chapter 608, F.S.

Dated: August 17, 2011

_____
Gary J. Cohen, Registered Agent

Attachment B
Statement of Confidence



WACO POLICE DEPARTMENT

DETECTIVE JOSHUA FISCHER

3115 PINE

WACO, TEXAS 76708

254/750-7529

March 18, 2019

To Whom It May Concern,

I am Detective Joshua Fischer with the Waco Police Department S.A.F.E Unit. My unit along with other duties runs the Crime Free Multi Housing and Hotel/Motel program. One of the properties I worked with is Barron's Branch Apartments located at 817 Colcord Ave Waco, TX 76707. Barron's Branch team of management, maintenance and ownership is a prime example of how we wish all of our apartment community's worked. This community has been in consent contact with my unit from the time they started building to today.

It has been our observation that the surrounding neighborhood has experienced great improvements since the addition of the Barron's Branch community, developed by Megan Lasch and Lisa Stephens. They have placed cameras so they can observe public roadways and intersections to help with our investigations which shows they care about the surrounding community not just their property.

The owners and property management team have a proactive commitment and strict policy & procedures as it relates to leasing requirements and potential tenants.

Barron's Branch has helped to revitalize this neighborhood.

Sincerely,



March 20, 2019

City of Austin Neighborhood Housing & Community Development Department

RE: Kaia Pointe

To whom it may concern:

This letter addresses the recently opened Kaia Pointe Apartments, located at 104 Bettie, Mae Way St in Georgetown, Texas. The property was developed by Saigebrook Development, LLC. The 102 unit development provides housing options for households at or below the area median income level, contributing to the City's supply of housing for these households.

Please let us know if you have any questions.

Respectfully,

Susan Watkins, AICP, Housing Coordinator

Planning Department

City of Georgetown

	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	UNIT TYPE/ SIZE (SF)	FINANCING SOURCES	GREEN CERTIFICATION
Pre-Development						
	Canova Palms 1717 Irving Blvd Irving, Texas	New Construction Senior Affordable & Market Rate 30%. 50% & 60% AMI	41 - 1BR 17 - 2 BR Total: 58	1BR - 650 SF 2BR - 850 SF	LIHTC - 9% (TDHCA)	
Under Construction						
	Alton Plaza 202 Whaley Street Longview, TX 75607	New Construction Adaptive Reuse Family Affordable & Market Rate 30%. 50% & 60% AMI	6 - 0BR 16 - 1BR 26 - 2 BR Total: 48	0BR - 550 SF 1BR - 650 SF 2BR - 850 SF	LIHTC - 9% (TDHCA)	
	Aria Grand IH35 & Woodland Drive Austin, TX 78704	New Construction Podium Family Affordable & Market Rate 30%. 50% & 60% AMI	12 - 1 BR 30 - 2 BR 28 - 3 BR Total: 70	1BR - 693 SF 2BR - 873 SF 3BR - 1050 SF	LIHTC - 9% (TDHCA)	
	Edgewood Place 617 Clinic Drive Longview, TX 75605	New Construction Garden Style Family Affordable & Market Rate 30%. 50% & 60% AMI	18 - 1BR 36 - 2BR 20 - 3BR Total: 74	1BR - 700 SF 2BR - 855 SF 3BR - 1144 SF	LIHTC - 9% (TDHCA)	
	Elysium Grand 3300 Oak Creek Drive Austin, Texas	New Construction Podium Family Affordable & Market Rate 30%. 50% & 60% AMI	18 - 1 BR 53 - 2 BR 19 - 3 BR Total: 90	0BR - 500 SF 1BR - 700 SF 2BR - 855 SF 3BR - 1140 SF	LIHTC - 4% (TDHCA)	
	Mistletoe Station 1916 Mistletoe Blvd. Fort Worth, TX 76104	New Construction Garden Style & Podium Style Family Affordable & Market Rate 30%, 50% & 60% AMI	21 - 1 BR 67 - 2BR 22 - 3BR Total: 110	1 BR - 700 Sft 2 BR - 850 SF 3 BR - 1150 SF	LIHTC - 9% (TDHCA)	
DEVELOPMENTS COMPLETED						
	Kaia Pointe 104 Bettie Mae Way Georgetown TX 78633	New Construction Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	28 - 1 BR 56 - 2 BR 18 - 3 BR Total: 102	1 BR - 705 SF 2 BR - 948 SF 3 BR - 1139 SF	LIHTC - 9% (TDHCA) \$13,530,000	
	Stillhouse Flats 2926 Cedar Knob Road Harker Heights, TX 76548	New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI	22 - 1 BR 50 - 2 BR 24 - 3 BR Total: 96	1 BR - 737/762 SF 2 BR - 93/958 SF 3 BR - 1159 SF	LIHTC - 9% (TDHCA) \$14,180,000 Local Government Contribution	NGBS
	LaMadrid Apartments 11320 Manchaca Road Austin, TX 78748	New Construction Garden Style & Townhomes Family Affordable & Market Rate 30%, 50% & 60% AMI	18 - 1 BR 53 - 2 BR 24 - 3 BR Total: 95	1 BR - 750 SF 2 BR - 950 SF 3 BR - 1150 SF	LIHTC - 9% (TDHCA) \$13,380,000 City of Austin RHDA	NGBS GOLD
	Barron's Branch 817 Colcord Ave Waco, TX 76707	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	30- 1 BR 86 - 2 BR 48 - 3 BR 4 - 4 BR Total: 168	1 BR - 750 SF 2 BR - 975 SF 3 BR - 1175 SF 4 BR - 1298 SF	LIHTC - 9% (TDHCA) \$20,331,756	NGBS Silver
	Art at Bratton's Edge 15405 Long Vista Dr Austin, TX 78727	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16 - 1 BR 46 - 2 BR 16 - 3 BR Total: 78	1 BR - 750 SF 2 BR - 975 SF 3 BR - 1175SF	LIHTC - 9% (TDHCA)	NGBS Bronze

	PROPERTY	TYPE , STYLE & TENANT MIX	UNIT TYPE	UNIT TYPE/ SIZE (SF)	FINANCING SOURCES	GREEN CERTIFICATION
	Liberty Pass 17321 Lookout Road Selma, TX 78154	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	12 - 1 BR 62 - 2 BR 26 - 3 BR 4 - 4 BR Total: 104	1 BR - 750 SF 2 BR - 975 SF 3 BR - 1175SF 4 BR - 1298 SF	LIHTC - 9% (TDHCA)	NGBS Silver
	Summit Parque 12777 Merit Drive Dallas, TX 75251	New Construction Mid-Rise Family Affordable and Market Rate 30%, 50%, 60% AMI	31 - 1 BR 49 - 2 BR 20 - 3 BR Total: 100	1 BR - 750 SF 2 BR - 950 SF 3 BR - 1150 SF	LIHTC - 9% (TDHCA) \$14,870,000	NGBS Silver
	Tupelo Vue 525 Avenue G NW Winter Haven, FL 33881	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16- 1 BR 38 - 2 BR 16 - 3 BR 4 - 4 BR Total: 70	1 BR - 651 SF 2 BR - 938/985 SF 3 BR - 1115 SF	LIHTC - 9% (FHFC) \$12,200,380	NGBS Bronze
	Saige Meadows 13488 Hwy 69N Tyler, TX 75706	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	Flats: 22 - 1 BR 44 - 2 BR 4 - 3 BR Townhomes: 6 - 2 BR 16 - 3 BR Total: 92	1 BR - 706/760 SF 2 BR - 919 SF 2 BR TH - 1156 SF 3 BR - 1085 SF 3 BR TH - 1440 SF	LIHTC - 9% (TDHCA) \$11,870,348	NGBS Bronze
	La Ventana 2109 Texas 351 Abilene, TX 79601	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	16 - 1BR 36 - 2 BR 28 - 3 BR 4 - 4 BR Total: 84	1 BR - 849 SF 2 BR - 1102 SF 3 BR - 1303 SF 4 BR - 1561 SF	LIHTC - 9% (TDHCA) \$6,462,643	N/A
	Amberwood Place 411 W Hawkins Pkwy Longview, TX 75604	New Construction Garden Style Family Affordable and Market Rate 30%, 50%, 60% AMI	12 - 1 BR 32 - 2 BR 32 - 3 BR 2 - 4 BR Total Unit 78	1 BR - 849 SF 2 BR - 1102 SF 3 BR - 1303 SF 4 BR - 1561 SF	LIHTC - 9% (TDHCA) \$8,740,526	N/A
	Tylor Grand 3702 Rolling Green Dr. Abilene, TX 79606	New Construction Garden Style Family Affordable 30%, 50%, 60% AMI	32 - 1 BR 64 - 2 BR 20 - 3 BR 4 - 4 BR Total Unit 120	1 BR - 849 Sft 2 BR - 1102 Sft 3 BR - 1303 Sft 4 BR - 1561 Sft	LIHTC - 9% (TDHCA) \$13,914,133	N/A
DEVELOPMENTS COMPLETED						
	The Roxton 307 N. Loop 288 Denton, TX 76209	Rehab Garden Style Family Affordable & Market Rate 30%, 50% & 60% AMI	16 - 1 BR 86 - 2 BR 24 - 3 BR Total: 126	1 BR - 613 SF 2 BR - 803 SF 3 BR - 1004 SF	LIHTC - 9% (TDHCA) \$14,500,717	NGBS Emerald
	Pinnacle at North Chase 3851 N. Broadway Avenue Tyler, TX 75702	New Construction Garden Style Family Affordable 30%, 50% & 60% AMI	32 -1 BR 64 - 2 BR 20 - 3 BR 4 - 4 BR Total: 120	1 BR - 883 SF 2 BR - 1188 SF 3 BR - 1314 SF 4 BR - 1552 SF	LIHTC - 9% (TDHCA) \$12,596,114	N/A
	Villages at Tarpon Walton Village Lemon Village Pine Village North Ring Village	Rehabilitation Garden Style Elderly	26 - 0 BR 69 - 1 BR Total = 95	0 BR - 396/435 SF 1 BR - 544/560/580 SF	LIHTC - 9% (FHFC)	N/A

Attachment C
Financial Capacity
Lenders and Equity Letters



August 1, 2019

Ms. Lisa Stephens
Saigebrook Development, LLC
5501-A Balcones Drive, #302
Austin, TX 78731

Re: Diamond Forty-Two
Austin, TX

Dear Lisa,

Red Stone Equity Partners, LLC ("Red Stone") is pleased to be given an opportunity to submit a proposal on the Diamond Forty-Two ("Project") located in Austin, Texas. This letter serves as an outline of the business terms regarding the acquisition of limited partnership interests in a to-be-formed Limited Partnership, (the "Partnership") that will own the Project. Red Stone or its designee (the "Limited Partner") will acquire a 99.99% limited partner interest (the "LP Interest") and a 0.001% special limited partner interest (the "SLP Interest") in the Partnership. The terms of this proposal are subject to ratification and countersignature by Red Stone's investment committee as described below. Furthermore, this proposal is neither an expressed nor implied commitment by Red Stone or any of its affiliates to provide equity financing to the Project. Any such commitment shall only be as set forth in a to-be-negotiated operating agreement and will be subject to, among other things, (i) satisfactory transaction structure and documentation, (ii) satisfactory due diligence, including third party reports and (iii) other standard conditions for transactions of this type as described more fully in Paragraphs 13 and 14 below.

1. **Project Information.** The Partnership has been formed to acquire, own, develop and operate the Project, which is anticipated to be eligible to claim Low Income Housing Tax Credits ("Housing Credits") under Section 42 of the Internal Revenue Code. The Project will consist of 150 residential units for rent to low-income families. The Project will consist of 4 residential buildings located at 5517 Jackie Robinson Road, located in the City of Austin, Travis County, within the State of Texas. Within the Project, all of the 150 units are expected to be Housing Credit compliant, with no additional units being designated as management units. 21 units are targeted towards the 80% AMI level and are utilizing income averaging. The residential units mix shall reflect the detail below and shall conform to any other set-asides as required by the Texas Department of Housing and Community Affairs. The means for such conformance shall be reviewed by and be acceptable to Red Stone.

Unit Type	Number of Units	Income Restrictions
1 BR / 1 BA	20	50% AMI
2 BR / 2 BA	21	50% AMI
3 BR / 2 BA	10	50% AMI
1 BR / 1 BA	16	60% AMI
2 BR / 2 BA	30	60% AMI
3 BR / 2 BA	32	60% AMI
1 BR / 1 BA	7	80% AMI
2 BR / 2 BA	10	80% AMI
3 BR / 2 BA	4	80% AMI

The construction and lease-up schedule expected for the Project, and upon which the credit pricing and deal terms are contemplated herein, are as follows:

Closing Date	June 30, 2020
Completion Date	September 30, 2021
First Unit Leased	September 30, 2021
Last Unit Leased	March 30, 2022
Stabilized Operations	July 30, 2022

2. **Project Ownership.** A to-be-formed entity, (the “General Partner”) will be a taxable, single purpose, bankruptcy remote entity with a 0.009% ownership interest in the Partnership. Any change in the ownership of the General Partner shall be subject to Red Stone’s consent. The anticipated ownership structure and other key Project participants are set forth below.

Entity	Name	Ownership Interest
General Partner	To-be-formed	0.009%
Limited Partner	RSEP Holding , LLC, or its designee	99.99%
Special Limited Partner	Red Stone Equity Manager, LLC, or its designee	0.001%
Developer	O-SDA Industries, LLC (60%), and Saigebrook Development, LLC (40%)	
Guarantors ¹	O-SDA Industries, LLC and Saigebrook Development, LLC and/or other entities acceptable to Red Stone	
General Contractor	TBD	
Property Manager	Accolade Property Management	

¹ The Guarantors will guarantee certain of the General Partner’s obligations set forth in Paragraph 7 herein, will do so on a joint and several basis, and will be subject to the review and approval of Red Stone.

3. **Tax Credits.** The Project expects to receive an allocation of 4% Housing Credits from the Texas Department of Housing and Community Affairs (the "Agency") for the year 2020 in an annual amount of \$1,116,641. The total Housing Credits anticipated to be delivered to the Partnership is \$11,166,410 (the "Projected Federal LIHTC").
4. **Capital Contribution.** Red Stone will acquire its Limited Partner Interest in the Partnership for a total capital contribution of \$10,272,070, subject to adjustment in Paragraph 5 below. This capital contribution is based on the following pricing:

Credit Type	Total amount	LP amount	Pricing Factor	Equity
Projected Federal LIHTC	\$11,166,410	\$11,165,293	\$0.92	\$10,272,070
			Total	\$10,272,070

The above pricing assumes 100% of residential depreciation being taken over 30 years; 100% of depreciation on site improvements being taken over 15 years; and 100% of depreciation on personal property being taken over 5 years. The allocation of the depreciable line items is subject to Red Stone's review and approval.

Red Stone will fund its capital contribution pursuant to the following schedule:

- A. 15% (\$1,540,811) shall be paid upon the later of (a) the execution of the Operating Agreement, (b) receipt and approval of all due diligence items on Red Stone's due diligence checklist, (c) receipt by the Company of commitment for a non-recourse permanent loan acceptable to Red Stone, (d) receipt of commitments of the additional financing sources described in Paragraph 11, and (e) closing and initial funding of the construction loan.
- B. 15% (\$1,540,811) upon the later of (a) satisfaction of the funding conditions described in (B) above, (b) receipt of temporary certificates of occupancy, (c) receipt of an architect's certificate of lien-free substantial completion, and (d) September 30, 2021.
- D. 65% (\$6,676,846) upon the later of (a) satisfaction of the funding conditions described in (C) above, (b) receipt of permanent certificates of occupancy, (c) receipt of the final cost certification from an independent certified public accountant, (d) repayment of the construction loan and funding of the Project's permanent mortgage (or such condition will be met concurrently with the payment of this installment), (e) satisfaction of all funding conditions required for the permanent mortgage, including without limitation, three consecutive months of a 1.20 to 1.00 Debt Service Coverage ratio ("DSC") and 90 days of 90% occupancy, (f) achievement of 100% qualified occupancy, (g) calculations of the preliminary adjusters have been prepared, and (i) July 30, 2022.

- E. 5% (\$513,604) upon the later of (a) satisfaction of the funding conditions described in (D) above, (b) achievement of Stabilized Operations, (c) receipt of IRS Form 8609s and a recorded extended use agreement, (d) receipt and review of an acceptable initial tenant file audit, (e) calculations of final adjusters have been prepared, and (f) October 31, 2022.

5. **Adjusters.**

- A. **Increase or Decrease in Housing Credits.** In the event that actual Housing Credits as determined by the cost certification and 8609s exceeds Projected Federal LIHTC, Red Stone will pay an additional capital contribution equal to the product of (i) \$0.92 multiplied by (ii) the difference between the actual Federal LIHTC and the Projected Federal LIHTC. In the event that actual Housing Credits as determined by the cost certification and 8609s are less than Projected Federal LIHTC, Red Stone's capital contribution will be reduced by an amount equal to the product of (i) \$0.92 multiplied by (ii) the difference between the Projected Federal LIHTC and the actual Federal LIHTC ("Adjustment Amount"). If the Adjustment Amount exceeds the total of all unfunded capital contributions, then the General Partner will make a payment (which payment shall be guaranteed by the Guarantors) to the Partnership equal to the amount of such excess, and the Partnership will immediately distribute such amount to Red Stone as a return of its capital contribution.
- B. **Timing of Housing Credit Delivery.** In addition to the Adjustment Amount, Red Stone's capital contribution will be similarly reduced in the event that the actual delivery of Housing Credits is slower than the anticipated schedule set forth in Paragraph 3. The amount (the "Late Delivery Adjustment") of this reduction will equal the product of (i) \$0.55 multiplied by (ii) the difference in the Projected Federal LIHTC and actual Housing Credits for such years are less than the amounts shown in Paragraph 3. Conversely, in the event that the actual delivery of Housing Credits exceeds the anticipated schedule set forth in Paragraph 3, Red Stone will pay an additional capital contribution (the "Early Delivery Adjustment") equal to the product of (i) \$0.55 multiplied by (ii) the difference between actual Housing Credits and the Projected Federal LIHTC. Red Stone will pay such additional capital contribution at the funding of its final capital contribution installment.

Notwithstanding the above, in no event will the net additional Capital Contribution to be paid by Red Stone exceed 5% of the total original Capital Contribution amount, and Red Stone will pay such additional Capital Contribution at the funding of its final capital contribution. Such additional Capital Contribution will be used to pay any outstanding fees owed to Red Stone and then will be distributed in accordance with the provisions of Paragraph 10(B), below.

6. **Reserves.** The Partnership will fund the following reserves:

- A. Operating Reserve. The Partnership will fund and maintain an Operating Reserve to be funded from the fourth Capital Contribution in an amount of \$650,000. Any release of funds from the Operating Reserve will be subject to Red Stone's consent. Pursuant to Paragraph 10(B), the Operating Reserve will be replenished up to \$650,000 (the "Minimum Balance") from cash flow to the extent withdrawals are made. The General Partner may draw up to 50% of the initial operating reserve balance prior to funding any obligation under the ODG. No further withdrawals may be made from the Operating Reserve until the Maximum ODG Amount (as defined in Paragraph 7(B) below) is funded by the General Partner, as required pursuant to Paragraph 7(B)(ii) below. To the extent the balance of the Operating Reserve is less than the Minimum Balance at the expiration of the ODG Period as described in Paragraph 7(B)(ii) below, the General Partner shall cause the Operating Reserve to be replenished back to the Minimum Balance and the ODG Period shall be extended until such Operating Reserve has been replenished. The Operating Reserve shall remain an asset of the Partnership and shall be subject to distribution in accordance with Paragraph 10(C) below, subject to the approval of any project lenders.
 - B. Replacement Reserve. The Project operating expenses will include the funding of a Replacement Reserve in the amount of \$250 per unit or such other amount specified by the project lenders increasing by 3% per annum. Any release of funds from the Replacement Reserve will be subject to Red Stone's consent.
7. **Guarantees.** The Guarantors will guarantee the following obligations of the General Partner:
- A. Construction Completion Guarantee. The Guarantors shall guarantee the General Partner's obligation of lien-free completion of the Project in accordance with the plans and specifications approved by Red Stone for the amount set forth in the approved project development budget. The Construction Completion Guarantee will provide that the Guarantors shall pay any amount in excess of the approved project development budget as well as any Project deficiency arising prior to Stabilized Operations (as defined in Paragraph 7(B) below). Payments made under this guaranty will not constitute loans to the Partnership or capital contributions and no Guarantors will have any right to receive any repayment on account of such payments.
 - B. Operating Deficit Guarantee. The Guarantors will agree to advance to the Partnership any amounts required to fund operating deficits arising after the expiration of the Construction Completion Guarantee, if needed, as follows:
 - (i) The guarantee shall be unlimited until the Project achieves "Stabilized Operations". Stabilized Operations is to be defined as the later to occur of (i) construction loan payoff and conversion to approved non-recourse permanent financing; and (ii) rental income generated from the Project is sufficient to pay all operating expenses of the Project, including, without limitation, all actual or anticipated mandatory debt service; real estate taxes; insurance premiums; management fees; and replacement and operating reserve deposits and maintain a debt service coverage ratio of not less than 1.20 to 1.00 for 3

consecutive months after funding and commencement of amortization of the Project's permanent loan. To the extent applicable, if Project income is insufficient to enable the Project to attain the required debt service coverage necessary for the closing or conversion of all permanent loans, the Guarantors will agree to pay down the construction loan in an amount necessary to allow the Project to cause the closing or conversion of all permanent loans by the conversion date required by the lender(s). Payments made under this guarantee will not constitute loans to the Partnership or capital contributions and no Guarantors will have any right to receive any repayment on account of such payments.

- (ii) Following (i) above, for a period of 60 months following the achievement of Stabilized Operations (the "ODG Period"), the amount shall be limited to \$650,000 (the "Maximum ODG Amount"), and will be released provided the Project maintains a minimum of 1.20 to 1.00 debt service coverage ratio over each of the last consecutive 12 months of the ODG Period. Any amounts so advanced will constitute interest-free loans ("Operating Deficit Loan") repayable out of future available cash flow or out of available proceeds of a sale or refinancing described in Paragraph 10.

- C. Repurchase Guarantee. The Guarantors will repurchase Red Stone's interest upon the occurrence of certain events described in the Partnership Agreement.
- D. Housing Credit Shortfall and Recapture Guarantee. In addition to the Housing Credit and Timing Adjusters set forth in Paragraph 5, if the actual amount of Housing Credits for any year is less than Projected Federal LIHTC set forth in Paragraph 3, as adjusted by Paragraph 5, the Guarantors will guarantee payment to the Limited Partner of an amount equal to the shortfall, or recapture amount, plus all applicable fees, penalties or other costs incurred by the Partnership and/or Red Stone as a result of such shortfall or recapture. The Guarantors will pay, on an after-tax basis, the Limited Partner \$1.00 for each dollar of Housing Credits lost, plus any related interest or penalties. Notwithstanding the foregoing, the Guarantors shall not be responsible for loss or recapture of Housing Credits attributable to changes to the Code after the achievement of Stabilized Operations or that may be directly attributable to the transfer of the LP interest.
- F. Environmental Indemnification. The Partnership and the Guarantors, jointly and severally, shall indemnify and hold harmless the Limited Partner from and against all claims, actions, causes of action, damages, costs, liability and expense incurred or suffered based upon a violation of environmental laws, or respecting the presence of environmental hazards.
- G. Guarantors. The Guarantors will guarantee all of the General Partner's obligations including those set forth above. The Guarantors will maintain an aggregate minimum liquidity of \$1,000,000 and a minimum net worth of \$5,000,000. The Guarantors will

provide Red Stone with annual financial statements evidencing compliance with the liquidity and net worth covenants above.

8. **Construction.** The General Partner will arrange for a fixed or guaranteed maximum price construction contract in the anticipated amount of \$15,679,537. The General Partner shall cause lien-free completion to occur and shall provide either a payment and performance bond or letter of credit to secure the contractor's obligations. Red Stone may, in its sole discretion, engage a construction consultant to review plans and specifications and evaluate the construction progress by providing monthly reports to the Partnership. The cost of the construction consultant shall be borne by the Partnership.
9. **Fees.** The following fees will be paid by the Partnership for services rendered in organizing, developing and managing the Partnership and the Project.
- A. **Developer Fee.** The Developer will earn a developer fee of \$3,340,971. The portion of the developer fee that will not be paid out of the Capital Contributions will be deferred and payable by the Partnership to the Developer as a distribution of net cash flow in accordance with Paragraph 10(B). The deferred amount is projected to be \$1,558,961 and will accrue interest at the rate of 5% per annum, or such other interest rate acceptable to tax counsel, in effect as of the placed-in-service date of the project. The balance of the developer fee that is not projected to be permanently deferred is projected to be \$1,782,010 ("Cash Development Fee") will be paid out of the Capital Contributions in amounts not to exceed the following (each stated as a percentage of Cash Development Fee):

Capital Contribution #	Cash Development Fee Amount or %
First Capital Contribution	25%
Third Capital Contribution	25%
Fourth and Fifth Capital Contribution	50%

The deferred amount will be payable out of available cash flow and will mature on the 15th anniversary of the placed-in-service date ("Maturity Date"). If the deferred portion of the developer fee has not been repaid upon the Maturity Date, the General Partner will be required to advance the Partnership the amount equal to the unpaid balance of the deferred amount.

- B. **Property Management Fee.** The property management fee will be the greater of \$8,192/month or 5% of gross collected rents. The appointment of, and terms of the property management agreement, are subject to the prior approval of Red Stone.
- C. **Asset Management Fee.** The Partnership will pay Red Stone an annual asset management fee in an amount equal to \$5,000 per annum. The asset management fee will be paid annually and such fee shall accrue beginning on January 1, 2020, with the

first payment due and payable on or before March 1, 2021, and each anniversary thereafter. The asset management fee will increase annually by 3%.

Incentive Management Fee. An incentive management fee may be payable to the General Partner on an annual basis in an amount equal to 90% of net cash flow and not to exceed \$15,000 per year.

10. **Distribution of Tax and Cash Benefits.**

- A. Tax Benefits. Tax profits, tax losses, and tax credits arising prior to the sale or other disposition of the Project will be allocated 99.99% to the Limited Partner, .001% to the Special Limited Partner and .009% to the General Partner. The Limited Partner will have the right in its sole discretion to undertake a limited deficit restoration obligation at any time during the term of the Partnership.
- B. Net Cash Flow Distributions. Distributions of net cash flow, as defined in the Partnership Agreement, but generally all cash receipts less cash expenditures (e.g., payment of debt service and property management fee), will be made as follows:
 - (i) to the Limited Partner in proportion to any tax liability incurred by such partner;
 - (ii) to the Limited Partner, to make any payment of any unpaid tax credit adjuster or any tax credit shortfall or other debts owed to the Limited Partner;
 - (iii) to the Limited Partner as payment of any unpaid Asset Management Fee;
 - (iv) to the payment of any unpaid developer fee, until such fee has been paid in full;
 - (v) to replenish the Operating Reserve account to the Minimum Balance;
 - (vi) to the payment of any debts owed to the General Partner;
 - (vii) \$15k to the payment of any incentive management fee, or such other amount as determined by and acceptable to tax counsel; and
 - (viii) the balance, 90% to the General Partner, .001% to the Special Limited Partner, and 9.99% to the Limited Partner, or such other amount determined by and acceptable to tax counsel.
- C. Distributions upon Sale or Refinance. Net proceeds resulting from any sale or refinance will be distributed as follows:

- (i) in accordance with subparagraphs 10B(i) through (iii) above;
- (ii) in accordance with subparagraphs 10B(v) through (vi) above;
- (iii) to the Limited Partner in an amount equal to any projected exit taxes:
- (iv) the balance, 90% to the General Partner, 9.999% to the Limited Partner, and 0.001% to the Special Limited Partner, or such other amount as determined by and acceptable to tax counsel.

11. **Debt Financing.** As a condition to funding the capital contribution described in Paragraph 4, the General Partner will deliver the loan commitments described below. The terms of these loans and/or financing sources are subject to Red Stone's consent and all loans will be made directly from the lenders to the Partnership.

A. **Permanent Loan.** The Partnership expects to receive non-recourse permanent loan commitments in the maximum amounts, and with the terms set forth below:

Name	Loan Amount	Hard / Soft Debt	Interest Rate	Term (mos.)	Amort. (mos.)	% of Cash Flow
Conventional Loan	\$16,000,000	Hard-Amort	4.750%	480	480	N/A
Local Government Loan	\$3,000,000	Soft	0.000%	480	480	N/A

B. **Construction Loan.** In addition to the permanent financing sources described above, it is expected that the project will be financed with a first-lien position construction loan in the form of tax exempt bond proceeds in the maximum amount of \$13,000,000 with an approximate interest rate of 5.75% and a term of no less than 24 months.

12. **Due Diligence, Opinions and Financial Projections.** The General Partner will satisfy all of Red Stone's due diligence requirements, including an acceptable local law opinion. The Limited Partner's tax counsel will provide the tax opinion. The Partnership will reimburse the Limited Partner an amount equal to \$50,000 toward the costs incurred by the Limited Partner in conducting its due diligence review and for the costs and expenses of Red Stone's counsel and in connection with the preparation of the tax opinion, and for the costs of Red Stone's other third party reports. Red Stone may deduct this amount from its first Capital Contribution. The financial projections to be attached to the Partnership Agreement and that support the tax opinion will be prepared by Red Stone based on financial projections provided by the General Partner. The General Partner financial projections will include eligible basis calculations, sources and uses, and cash flow statements.

13. **Partnership Closing.** Final Partnership closing will be contingent upon Red Stone's receipt, review and approval in its sole discretion of all due diligence including the items set forth on its due diligence checklist to be delivered to the General Partner. Final Partnership closing also is contingent upon (i) a satisfactory site visit conducted by Red Stone to determine overall market feasibility, including an analysis of proforma rents and expenses, (ii) Red Stone's review and approval of all third party reports, and (iii) final approval of Red Stone's investor. Red Stone's agreement to acquire the LP Interest on the pricing, terms and conditions contained in this letter are further based on the assumption that the Partnership closing will occur on or before the Closing Date set forth in Paragraph 1. Terms and credit pricing herein shall be valid until the Closing Date.
14. **Exclusivity.** Upon the execution of this Letter of Intent, the General Partner agrees to cease its efforts to obtain financing from other sources. This exclusive arrangement shall terminate should Red Stone notify the General Partner in writing that it does not intend to proceed with this investment any time prior to ratification by the Red Stone investment committee. This exclusive right shall terminate 45 days from the execution of the letter by the General Partner and Guarantor.

Remainder of page left intentionally blank

Please confirm your acceptance of the terms described in this letter by signing the enclosed counterpart and returning to us at the address set forth on the first page of this letter.

Sincerely,



By: _____

Name: Andrew J. Foster

Title: Director

The undersigned approves and accepts the terms of this letter agreement and agrees to work with Red Stone.

GENERAL PARTNER:

By: _____

Its: _____

Date: _____

GUARANTOR:

By: _____

Its: _____

Date: _____

GENERAL PARTNER:

By: _____

Its: _____

Date: _____

GUARANTOR:

By: _____

Its: _____

Date: _____

TERM SHEET

Multifamily Rental Developments with Rent Restrictions New Construction and/or Substantial Rehabilitation and/or Term Mortgages Tax-Exempt “Back-to-Back” Loan Structure Taxable Loan Structure

Diamond Forty-Two

July 31, 2019

NOTE: This Term Sheet constitutes a brief summary of certain, but not all transaction terms and conditions for discussion purposes only. The summary that follows is subject to credit approval and does not constitute an offer or commitment.

In connection with this Term Sheet, CITI will be acting solely as a principal and not as your agent, advisor or fiduciary. CITI has not assumed a fiduciary responsibility with respect to this Term Sheet, and nothing in this transaction or in any prior relationship between you and CITI will be deemed to create an advisory, fiduciary or agency relationship between us in respect of this Term Sheet. You should consider carefully whether you would like to engage an independent advisor to represent or otherwise advise you in connection with this Term Sheet, if you have not already done so.

PRELIMINARY LOAN TERMS

**Transaction
Summary:**

CITIBANK, N.A. (“CITI”) proposes to arrange a tax exempt construction/permanent loan to the City of Austin Housing Finance Corporation (the “Governmental Lender”). The proceeds of the Loan to Governmental Lender shall fund an interim construction loan converting into a permanent mortgage loan (“Tax-exempt Loan”) by Governmental Lender to the Borrower for the Property described below. If required by Governmental Lender, a fiscal agent (“Fiscal Agent”) will be appointed and will be responsible for following the terms of the Tax-exempt Loan documents and administering funds held under the Construction Funding Agreement.

The Tax-exempt Loan will have two distinct phases: (1) Construction Phase - an initial phase during which funds will be fully advanced to Governmental Lender and loaned to Borrower (through a Fiscal Agent) on a “draw-down” basis. Payments on the Tax-exempt Loan during the Interim Phase will be interest only. (2) Permanent Phase - a subsequent phase when, upon completion of construction and achievement of stabilized operations, no additional funds will be available to Borrower. Payments during the Permanent Phase will include principal reduction payments as well as interest.

Additionally, CITI proposes to arrange a construction only taxable loan (the “Taxable Loan” and together with the Tax-exempt Loan, the “Loans”) in connection with the acquisition and construction of the Property described below. The Taxable Loan will only have a Construction Phase, during which funds will be funded on a drawdown basis and advanced to the borrower to fund project costs. Payments on the Taxable Loan during the Construction Phase will be interest only.

Property:

A to-be-constructed multifamily project containing 150 units located in Austin, TX. The property is commonly referred to as “Diamond Forty-Two” (“Property”).

Set-Asides:	34% of the units (51 units) are reserved for individuals or families whose income is no greater than 50% of Area Median Income ("AMI"); 52% of the units (78 units) are reserved for individuals or families whose income is no greater than 60% of AMI; and 14% of the units (21 units) are reserved for individuals or families whose income is no greater than 80% of AMI.
Applicant:	Saigebrook Development
Borrower:	A single asset entity whose manager or general partner is the Applicant or an affiliate of Applicant. Borrower entity, its constituent entities and its partnership (or partnership) agreement must be acceptable to CITI in all respects.
LIHTC Investor/ Syndicator:	If applicable, the Low Income Housing Tax Credit ("LIHTC") Investor/Syndicator, the upper tier investor(s) and the terms and conditions of the partnership (or operating) agreement must be acceptable to CITI in all respects including, particularly, the timing and conditions to funding capital contributions.
Guarantor(s):	Megan Lasch and Lisa Stephens. The Guarantor(s)' financial condition(s) must be acceptable to CITI in all respects.
Subordinate Debt:	If applicable, the sources of subordinate debt and the subordinate loan documents must be acceptable to CITI in all respects. All subordinate debt must fund prior to Loans funding unless CITI approves other arrangements.
Loan Security:	First lien on land and any improvements, UCC filings for fixtures; assignment of all leases and rents; and, a first priority collateral assignment of all contracts, management agreements, and other agreements and all permits relating to the Property. Ground leases must be subordinate to CITI's lien position unless the fee interest is owned by a government agency to ensure long-term affordability. All income and rent restrictions will be subordinate to the CITI security instrument.
Construction Phase Recourse Guarantees:	Prior to conversion of the Tax-exempt Loan to the Permanent Phase (described below) and repayment of the Taxable Loan, the Loans will be fully recourse to the Borrower and to the Guarantor(s) and Completion and Repayment Guarantees are required from the Borrower and the Guarantor(s).
Guarantees, Permanent Phase:	None, except for industry standard carve outs ("Carve Outs"). Carve Outs include guarantees against fraud, misrepresentation, bankruptcy and environmental issues.
Environmental Indemnity:	Borrower and Guarantor(s) will be liable for CITI's standard environmental indemnity.
Closing:	Closing is subject to full satisfaction of CITI's standard due diligence, underwriting and credit approval processes, and the execution and delivery of all required loan documents, delivery of opinions, payment of fees and other customary requirements.
Closing Date (est.):	Second Quarter 2020

CONSTRUCTION PHASE

Tax-Exempt Construction Phase

Loan Amount: An amount currently estimated to be \$16,000,000, but in any event, combined with the Taxable Construction Phase Loan Amount, an amount not to exceed 80% of the costs covered through the Construction Phase.

Taxable Construction Phase Loan Amount:

An amount currently estimated to be \$5,000,000, but in any event, combined with the Tax-Exempt Construction Phase Loan Amount, an amount not to exceed 80% of the costs covered through the Construction Phase.

Term: 24 months, plus two 6-month extension(s). Fees for the extension(s) are indicated below under "Fees & Expenses".

Construction Phase Interest Rate – Tax-Exempt:

A fixed rate equal to the sum of the 18 Year LIBOR Swap index plus a spread of 2.00%. Currently, the 18 Year LIBOR Swap index is 2.16% for a current indicative rate of 4.16%. The rate does not include Issuer, Trustee, or miscellaneous third party fees. The rate will be committed at the time of closing of the Construction Phase financing. Pricing is based on current market conditions and is subject to change.

Construction Phase Interest Rate – Taxable:

A variable rate equal to One Month LIBOR (which shall have a floor of 0.00%) plus a spread of 2.75%. Rate adjusts monthly. Currently, One Month LIBOR is trading at approximately 2.24%, for an all-in rate of 4.99%. The rate does not include Issuer, Trustee, or miscellaneous third party fees. The rate will be committed at the time of closing of the Construction Phase financing. Pricing is based on current market conditions and is subject to change.

Interest Reserve: Calculated at the Construction Phase Interest Rate noted above, plus a cushion acceptable to CITI at time of final credit approval. Currently, CITI is underwriting with a cushion of 1.00% on the Taxable piece only. The Interest Reserve will be sized based on an analysis of the projected draw schedule for the Loan from the closing of the Construction Phase financing through Conversion.

Availability: Tax-exempt Loan proceeds will be fully advanced to the Fiscal Agent and then advanced to Borrower on a "draw down" basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Taxable Loan proceeds will be advanced to Borrower on a "draw down" basis upon receipt of a written request from Borrower, supported by documentation acceptable to CITI. Borrower will be required to submit a loan budget worksheet with each draw request tracking all Property sources and uses of funds. Draw requests limited to one per month.

Loan in Balance: The Loans must remain "in balance" during the Construction Phase. "In balance" means that (1) the funds available during the Construction Phase (from the Loans and all other debt and equity sources) are sufficient to complete the construction or rehabilitation of the Property and all other expenses reasonably expected to be necessary to achieve the conditions for conversion of the Tax-exempt Loan to the Permanent Phase; and (2) the sources available at Conversion are sufficient to pay down the Tax-Exempt Loan Amount

to the Permanent Phase Loan Amount and repayment of the Taxable Loan, along with any other funding requirements for Conversion.

Amortization: None. Payments on the Loans during the Construction Phase will be interest only.

**Tax-Exempt
Prepayment and
Yield Maintenance:**

Prepayment of Tax-exempt Loan principal amounts during the Construction Phase may be made without any prepayment premium.

Voluntary prepayment of Tax-exempt Loan principal amounts during the Construction Phase, including those as a result of a Borrower default, may be made without prepayment fee or penalty unless the Construction Phase Loan Amount is reduced to less than the Permanent Phase Loan Amount (as defined below).

If the prepayment reduces the Tax-exempt Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Tax-exempt Loan prepaid below 100% of the Permanent Phase Loan Amount; or (ii) CITI's standard yield maintenance amount on the amount of the Tax-exempt Loan prepaid below 100% of the Permanent Phase Loan Amount.

In the event that a Tax-exempt Loan prepayment resulting from a Tax-exempt Loan resizing, as determined by CITI in its sole discretion, reduces the Tax-exempt Loan amount to an amount less than the Permanent Phase Loan Amount, the Borrower shall pay the greater of: (i) 1% of the amount of the Tax-exempt Loan prepaid below 90% of the Permanent Phase Loan Amount; or (ii) CITI's standard yield maintenance amount on the amount of the Tax-exempt Loan prepaid below 90% of the Permanent Phase Loan Amount.

Notwithstanding any of the above, in the event the amount of such prepayment would cause the Tax-exempt Loan amount to fall below 50% of the Permanent Phase Loan Amount, the Borrower shall be required to repay the Tax-exempt Loan in full plus the greater of: (i) 1% of the amount of the Tax-exempt Loan repaid below 90% of the Permanent Phase Loan Amount; or (ii) CITI's standard yield maintenance amount on the amount of the Tax-exempt Loan repaid below 90% of the Permanent Phase Loan Amount.

If Borrower prepays Tax-exempt Loan principal amounts through the application of insurance proceeds or a condemnation award, no prepayment fee shall be payable to CITI.

**Taxable
Prepayment and
Yield Maintenance:**

Prepayment of Taxable Loan principal amounts during the Construction Phase may be made without any prepayment premium.

Budget and Contingencies: The budget for the Construction Phase, including all budget line items, is subject to CITI approval. The budget shall include a hard cost contingency of no less than 5% of budgeted hard costs for new construction projects and no less than 10% of budgeted hard costs for rehabilitation projects. The budget shall include a soft cost contingency of no less than 5% of budgeted soft costs, excluding 1) soft costs incurred prior to or in connection with closing; 2) interest reserve and bank fees; 3) capitalized operating reserve deposits and other costs that may be due in connection with Conversion for which specific sources are identified; and 4) developer fees.

General Contractor and Bonding Requirements:

The general contractor and the construction contract must be acceptable to CITI. CITI will require payment and performance bonds equal to 100% of the construction contract amount. Surety issuing bonds must have an A.M. Best rating of "A/VIII" or better and must be acceptable to CITI in all other respects. In lieu of bonds, CITI will accept a letter of credit ("LC") equal to 10% of the hard cost budget. LC provider must be rated "BBB" or better.

Retainage:

Construction contract will provide for a minimum retainage of 10% of each construction pay application until "substantial completion" (as defined in the Loan documents), unless there are other requirements under State law or unless other arrangements have been approved by CITI. No release of retainage is permitted for achieving 50% completion. All retained amounts will be released upon final, lien-free completion of construction, as approved by CITI.

PERMANENT PHASE

Permanent Phase

Loan Amount:

An amount currently estimated to be in the maximum amount of \$16,000,000 or such other loan amount supported by CITI's underwriting of the Property at the time of Conversion in accordance with CITI's underwriting requirements including those listed below.

Term/Amortization:

30/35. Payments will be interest only for the first 3 years of the Permanent Phase Term.

Mandatory Prepayment:

At the end of the 18th year of following the Closing Date, CITI, in its sole discretion, can require repayment of the Tax-exempt Loan in full (upon not less than six (6) months prior written notice).

Yield Maintenance Period:

From Closing until 6 months prior to the end of the 18th year following Closing.

Permanent Phase

Interest Rate:

See Construction Period Interest Rate – Tax-Exempt above.

Conversion to Permanent Phase Requirements:

Conversion requirements include completion of construction and 90% physical occupancy of Project for three consecutive calendar months. CITI will review the Property's net operating income to determine the maximum Permanent Phase Loan Amount based on the Debt Service Coverage and Loan-to-Value noted below. For purposes of this Term Sheet, the term "Construction Phase" means the period from the Closing Date through the day prior to the Conversion Date and the term "Permanent Phase" means the period from the Conversion Date (inclusive) through the maturity date (or earlier termination) of the Project's permanent financing.

Debt Service Coverage:

A minimum of 1.15 to 1.00.

Loan-to-Value:

90% of market value, based on restricted rents and inclusive of value of permanent below market financing (if applicable), assuming project rents on 80% or more of the units are discounted to a level at least 10% below market. Otherwise, 85%.

Other Conversion Requirements:

As may be required by Governmental Lender and/or permanent credit enhancer.

Replacement Reserve: Upon Conversion, Borrower will be required to fund a Replacement Reserve for each of the first five years following Conversion in a minimum amount of \$250/unit/year for new construction projects or, for renovation projects, in an amount determined by a Physical Needs Assessment acceptable to CITI, but in a minimum amount of \$250/unit/year. For each successive five year period thereafter until Tax-exempt Loan maturity, the Replacement Reserve level will be determined by a new Physical Needs Assessment acceptable to CITI.

Taxes and Insurance: Commencing upon Conversion, real estate taxes and insurance premiums must be escrowed with the Tax-exempt Loan servicer ("Servicer") on a monthly prorated basis in an amount sufficient to enable the Servicer to pay (at least 30 days before due) all taxes, assessments, insurance premiums or other similar charges affecting the Property.

POTENTIAL EARN-OUT

Earn-out Amount: Any earn-out amount will be subject to CITI's underwriting and an updated appraisal at the time of Conversion. In any event, the total earn-out size will not exceed \$1,600,000. The earn-out will be subject to the same loan sizing criteria as the Permanent Phase Loan. The Earn-out Amount must be Tax-exempt.

Earn-out Interest Rate: The rate on the earn-out will be set at Conversion and will be equal to the applicable LIBOR Swap rate at the time of Conversion plus a spread of 2.00%. The LIBOR Swap rate will be based on the remaining term of the loan at Conversion, e.g. a twenty year LIBOR Swap Rate will be used if there are twenty years left on the Permanent Phase Loan.

OTHER

Appraisal, Environmental, Plan/Cost Reviews: Appraisal and Plan/Cost Review reports will be commissioned and reviewed by CITI. CITI may rely upon environmental reports commissioned by Borrower if report is current (within 12 months) and CITI has been provided evidence of acceptable E&O insurance coverage carried by Borrower's environmental consultant and a reliance letter in form acceptable to CITI. Otherwise, CITI will commission its own environmental report. Appraisal, environmental and plan/cost reviews must be acceptable to CITI in all respects. CITI reserves the right to either co-engage any vendor providing the foregoing services and/or to share the reports with a LIHTC Investor/Syndicator.

Property Tax Abatements, Incentives: All documentation related to any tax abatement or tax incentives must be acceptable to CITI in all respects.

Developer Fee: Any developer fee paid prior to conversion to the Permanent Phase shall be pre-approved by CITI in its sole discretion.

FEES & EXPENSES

Application Fee: \$25,000, which amount shall be non-refundable (except as set forth in the "Exclusivity" section of the Preliminary Application, if applicable) and due and payable upon acceptance of a Loan Application. This fee is applicable toward third party reports, loan underwriting and processing (in the minimum amount of \$5,000), and CITI's initial legal fees. Applicant is responsible for the payment of all reasonable costs incurred in connection with the underwriting, processing and/or closing of the Tax-exempt Loan (including CITI legal fees).

Origination Fee:	A non-refundable Origination Fee equal to 1.00% of the Tax-Exempt Construction Phase Loan Amount and the Taxable Construction Phase Loan Amount; 1.00% of the Permanent Phase Loan Amount; and 1.00% of the Earn-out Amount (" <u>Origination Fee</u> ") shall be earned in full by CITI upon the closing of the Tax-exempt Loan, and is due and payable at that time.
CITI Legal Fees (est):	Estimated fees of CITI's counsel for the initial closing is \$90,000 and assumes no significant negotiation over CITI's form documents. A portion of the Application Fee will be applied to initial CITI counsel fees. Applicant agrees to make a supplemental deposit to cover CITI's counsel fees once the drafting of legal documentation commences, if requested.
Course of Construction Inspections (est):	\$TBD/monthly report.
Construction Term Extension Fee:	The first extension will be offered free of charge and the second will be offered at a charge of 0.25% of the Tax-exempt and Taxable Construction Phase Loan Amount.
Conversion Fee and Expenses:	A Conversion fee equal to \$10,000 will be charged by CITI. Other expenses, including insurance review, site inspection and loan servicer set-up fees are estimated to be \$7,500.
Other Costs:	Applicant is responsible for costs of survey, title insurance policy, hazard insurance policy, tax escrow fee and all other normal and customary loan closing expenses.
Term Sheet Expiration Date:	Fifteen (15) days after the date hereof, unless attached to a Preliminary Application letter.

This Term Sheet is provided for information purposes and is intended for your use only. Except in those jurisdictions where it is impermissible to make such a statement, CITI hereby informs you that this Term Sheet should not be considered as a solicitation or offer to sell or purchase any securities or other financial products. This Term Sheet does not constitute investment advice and does not purport to identify all risks or material considerations which should be considered when undertaking a transaction. CITI makes no recommendation as to the suitability of any of the products or transactions mentioned. Any trading or investment decisions you take are in reliance on your own analysis and judgment and/or that of your advisors and not in reliance on us.

CITI often acts as (i) a market maker; (ii) an issuer of financial instruments and other products; and (iii) trades as principal in many different financial instruments and other products, and can be expected to perform or seek to perform investment banking and other services for the issuer of such financial instruments or other products. The author of this Term Sheet may have discussed the information contained herein with others within or outside CITI and the author and/or such other Citi personnel may have already acted on the basis of this information (including by trading for CITI's proprietary accounts or communicating the information contained herein to other customers of CITI). CITI, CITI's personnel (including those with whom the author may have consulted in the preparation of this Term Sheet), and other customers of CITI may be long or short the financial instruments or other products referred to in this Term Sheet, may have acquired such positions at prices and market conditions that are no longer available, and may have interests different from or adverse to your interests.

CITI is required to obtain, verify and record certain information that identifies each entity that enters into a formal business relationship with CITI. CITI will ask for your complete name, street address, and taxpayer ID number. CITI may also request corporate formation documents, or other forms of identification, to verify information provided.

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Attachment D
Property Management
Information



CORPORATE OVERVIEW

Accolade Property Management, Inc. is a real estate management firm headquartered in Irving, Texas with extensive property management experience across all product types. Accolade Property Management's principals believe that local market expertise and knowledge coupled with our proven management practices will result in the maximization of the returns on the investment. Founded in 2002, Accolade Property Management, Inc. was formed to provide third party clients with superior, results oriented management. Accolade's clients include developers, partnerships, individual investors, and financial institutions.

Accolade Property Management, Inc. specializes in the management of multifamily assets. The team of professionals at Accolade has produced superior results on all asset types. Whether a Class A+ in lease up or a Class C distressed asset, Accolade understands the dynamics of the marketplace and the factors that effect the correct positioning of an asset. Accolade embraces every asset individually and designs a business plan to maximize the value of the asset.



CORPORATE BACKGROUND

Formed in 2002 by one its principals, Accolade Property Management, Inc. to take advantage of an ever changing real estate market. Accolade Property Management, Inc. became a firm dedicated to its success by ensuring the success of its clients' investments. Ms. Stephanie Baker, managing partner, knew that her breadth of knowledge, marketing savvy and hands on experience with assets primarily in Texas, Florida and New Mexico could create an organization strictly focused on superior property management services. The genesis of the firm commenced by Ms. Baker hand selecting Accolade's Key Management. Accolade's success is lead by professionals with extensive experience in Real Estate Management with over 150 years combined management expertise.

Over the years the management team at Accolade has been effective in the management of new Class A+ developments with construction management and specialized marketing needs, as well as, assets that required significant physical rehabilitation.



Accolade Property Management, Inc.

CURRENT PORTFOLIO OF ASSETS

Asset	Location	Years Managed	# Units	Year Built	Type	Occupancy
Amberwood Place	Longview, TX	3	78	2014	LIHTC	99%
Art at Bratton's Edge	Austin, TX	2	76	2016	LIHTC	98%
Ash Lane	Eules, TX	16	250	1997	LIHTC-40/60	98%
Barron's Branch I and II	Waco, TX	3	168	2015	New lease up	100%
Casa Bandera	Las Cruces, NM	4	232	2002	Market Rate	95%
Colonial Commons	Ft. Myers, FL	3	332	2015	Market Rate-New Lease Up	100%
Cooper Glen	Denton, TX	1	202	2005	Market 221(d) 4	95%
Dunedin Commons	Dunedin, FL	1	320	2017	Market Rate- New Lease Up	80%
Fountains of Rosemead	Dallas, TX	16	382	1997	LIHTC-40/60	95%
Garland Meadows	Garland, TX	5	152	1996	LIHTC-40/60	98%
Gulf Breeze	Punta Gorda, FL	9	171	2008	ACC/LIHTC-SHIP, BOND, RRLP	99%
High Range Village	Las Cruces, NM	18	144	1985	Market Rate-Rehab	94%
Kaia Point	Georgetown, TX	1	96	2018	LIHTC Lease Up	30%
Lakes at Collier Commons	Land O' Lakes, FL	9	252	2003	Market Rate	98%
Lakes of Eldorado	McKinney, TX	15	220	1997	LIHTC-40/60 rehab	95%
La Madrid	Austin, TX	1	95	2017	LIHTC-Lease Up	97%
La Ventana	Abilene, TX	3	84	2014	LIHTC Lease Up	99%
Liberty Pass	Selma, TX	3	104	2015	LIHTC Lease Up	100%
Norstar at Bear Creek	Eules, TX	16	256	1998	Market Rate	95%
Oakridge Estates	Tarpon Springs, FL	4	62	2011	ACC/LIHTC-Lease Up	100%
Palms of Pinellas	Largo, FL	1	94	2018	Workforce Housing County fund	90%
Parkridge Place	Abilene, TX	25	170	1982	AHDP-Rehab	96%
Pinnacle at North Chase	Tyler, TX	3	120	2012	LIHTC-40/60	98%
Roxton	Denton, TX	3	126	2013	LIHTC -40/60	92%
Saige Meadows	Tyler, TX	3	92	2015	LIHTC Lease Up	100%
Silver Creek I	N. Richland Hills, TX	17	216	1999	Market Rate 221(d)4	95%
Silver Creek II	N. Richland Hills, TX	17	208	2001	Mkt Rate 221(d)4	94%
Stillhouse	Harker Heights, TX	1	96	2017	LIHTC- Lease up	100%
Summit	Irving, TX	16	267	2001	Market Rate	96%
Summit Parque	Dallas, TX	2	100	2015	Mid-Rise Lease Up	97%
Sunrise Park	Lake Wales, FL	5	72	2011	ACC/LIHTC Lease Up	100%
Taylor Grand	Abilene, TX	2	120	2012	LIHTC-40/60	100%
Venetian Walk	Venice, FL	4	61	2014	ACC/ LIHTC Lease Up	100%
Verandas I & II	Punta Gorda, FL	1	120	2017	ACC/LIHTC Lease Up	100%
Villages at Tarpon Springs	Tarpon Springs, FL	3	95	2015	Acq. Rehab LIHTC, RAD conversion	100%
Westchester I & II	Grand Prairie, TX	14	316	2001-15	Market Rate Lease Up	98%
TOTAL			5949			



KEY MANAGEMENT

Accolade Property Management, Inc.'s Key Management Team is a highly experienced team of professionals who have significant expertise in the components of property management. Our team culminates years of experience in multifamily operational management, financial management and accounting, and physical maintenance. Our Management Team understands the intricacies of the market and importance of highly specialized personnel to implement the business plan. Accolade believes that its Management Team has endless capabilities to achieve the objectives and goals of its clients.

STEPHANIE A. BAKER

PRESIDENT

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANAGEMENT, INC.
President, 2002-Current
- ❑ Serves as President and Chief Operating Officer
 - ❑ Responsible for the oversight of corporate management, marketing, accounting, operations and human resources
 - ❑ Responsible for development of new business for the corporation
 - ❑ Develops strategic business plans for clients for the management and marketing of their assets
 - ❑ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties
 - ❑ Oversees the development of positioning strategies for properties being rehabilitated or properties in lease up
 - ❑ Directly involved in corporate marketing of services, development of strategic marketing plans for clients and in training for marketing and leasing
 - ❑ Developed Accolade Property Management, Inc. Policy and Procedure Manual and Operating Systems
- Prior FOCUS ASSET MANAGEMENT GROUP, Inc.
President, 1992-2002
- ❑ Served as President and Chief Executive Officer
 - ❑ Responsible for all corporate policies
 - ❑ Supervised corporate management, marketing, accounting, and human resources
 - ❑ Responsible for portfolio property management, marketing, accounting, and personnel
 - ❑ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties and the corporation
 - ❑ Responsible the supervision of a portfolio of assets valued at \$175,000,000
- FOCUS ASSET MANAGEMENT GROUP, Inc.
Executive Vice President/Vice President Management Systems,
1989-1992
- ❑ Served as Chief Operating Officer
 - ❑ Oversight of reporting functions to property owners
 - ❑ Supervised Regional Supervisors
 - ❑ Directly responsible for supervision of 75 employees
 - ❑ Responsible for assignment of \$5 million in contracts
 - ❑ Developed and implemented the FAMG operating systems, automated onsite operations through computer systems
 - ❑ Created a Takeover Procedure for acquisition of new assets

CRG Management, Inc.

Regional Supervisor, 1986-1989

- ❑ Responsible for supervision of 30 onsite employees at 5 assets
- ❑ Develop marketing, budgeting, and operating plans for assets directly responsible
- ❑ Trouble shooter for distressed assets, improving resident profiles, reducing delinquency balances, addressing physical liabilities
- ❑ Supervised marketing and lease up on four assets

EDUCATION

- ❑ University of Texas, Arlington
Bachelor of Business Administration with concentrations in Real Estate and Marketing
- ❑ Certified Property Manager Candidate
- ❑ Housing Credit Certified Professional 1999-Current

CIVIC

- ❑ Member National Association of Home Builders
- ❑ Board Member, Residential Realty Group, a Texas non-profit dedicated to providing affordable housing
- ❑ Board Member, Texas Apartment Association, Education Committee 2002-current
- ❑ President, Marsh Lane Apartment Owner's Coalition

AWARDS

- ❑ Pillar of the Industry Award 2002- Best Loft Development
- ❑ Pillar of the Industry Award 2002- Best Property Website
- ❑ DBCA, Obelisk Award, New Initiatives, 2002
- ❑ Charles L. Edson Excellence in Affordable Housing 2008
(Awards awarded to assets directly supervised by Ms. Baker)

BERT VERDUIN
SENIOR VICE PRESIDENT/CONTROLLER

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANAGEMENT, INC.
Senior Vice President/Controller, 2002-Current
- ❑ Supervision of accounting department includes oversight of accounts payable and receivables.
 - ❑ Responsible for monthly financial reporting to clients.
 - ❑ Responsibilities include preparation and review of annual budgets.
 - ❑ Directs and manages cash management and bank accounts.
 - ❑ Prepares financial reports for clients, as well as, Mortgage and Servicing Agencies including U.S. Department of H.U.D. and other governmental agencies.
 - ❑ Responsible for the Corporations financial statement and prepares tax returns for corporation.
 - ❑ Audits and reviews accounting procedures and systems utilized on properties managed. Includes compliance analysis for Land Use Restrictions.
 - ❑ Oversight of day-to-day operations of human resources includes payroll, payroll reports and administration of retirement plan, cafeteria plan and other company benefits.
- Prior FOCUS ASSET MANAGEMENT GROUP, INC.
Controller, 1994-2002
- ❑ Supervision of accounting department, including accounts payable, monthly reports and annual budgets. Oversight of HR department, including payroll, payroll reports and administration of 401k and 125k plans.
- STROBE MANAGEMENT SERVICES, INC.
President, 1987-1994
- ❑ As a Consultant, assisted property management firms in implementation of property management software and establishing procedures for accounting departments. Evaluated onsite personnel and made recommendations on improving operations.
- REALTY DEVELOPMENT CORP.
Senior Vice President/Controller, 1982-1987
- ❑ Oversight of day-to-day operations of property management firm, including supervision of clerical and accounting staff, regional property managers and onsite employees. Implemented cash management system and prepared tax returns for partnerships and corporations.

EDUCATION

- ❑ University of North Texas – BBA – Finance
- ❑ Certified Public Accountant
- ❑ Texas Real Estate Broker, New Mexico and Georgia Real Estate Broker
- ❑ Housing Credit Certified Professional (HCCP)

COMPUTER SKILLS

- ❑ Microsoft Word
- ❑ Microsoft Excel
- ❑ YARDI
- ❑ Rent Roll
- ❑ AOI Property Management Software
- ❑ HUDManager 2000
- ❑ QuickBooks Pro

MANDY OWEN

VICE PRESIDENT OPERATIONS

BUSINESS EXPERIENCE

Present

ACCOLADE PROPERTY MANAGEMENT, INC.

Vice President, 2015-Current

- ☐ Responsible for the oversight of day to day onsite operations
- ☐ Develops strategic business plans for clients for the management and marketing of their assets
- ☐ Responsible for budget forecasting and review of financial performance of the assets
- ☐ Implements strategies for properties being rehabilitated or properties in lease up
- ☐ Directly responsible for training the onsite teams and implementation of policies and procedures
- ☐ Oversight of recruitment and cultivation of team members

Prior

ORION REAL ESTATE SERVICES, INC.

Regional Vice President, 2009-2015

- ☐ Served as Regional Vice President for Dallas region
- ☐ Responsible for all regional policies
- ☐ Responsible for portfolio property management, marketing, accounting, and personnel
- ☐ Responsible for the coordination of accounting operations, budgeting and systems analysis on managed properties and the corporation
- ☐ Responsible for the supervision of a portfolio of assets

MONTICELLO ASSET MANAGEMENT

Regional Supervisor, 2005-2009

- ☐ Managed operations of 15 owner managed fee communities, 1200 units
- ☐ Oversight of reporting functions to property owners
- ☐ Directly responsible for supervision of 60 employees
- ☐ Developed and implemented the site specific business plans

SUNRIDGE MANAGEMENT

Property Manager, 2001-2003

- ☐ Responsible for 320 unit asset.
- ☐ Supervised 10 employees
- ☐ Develop marketing, budgeting, and operating plans
- ☐ Oversight of rehab while maintaining occupancy

EDUCATION

- ☐ Certified Apartment Manager (CAM)
- ☐ Certified Apartment Supervisor (CAPS)
- ☐ Tax Credit Specialist (TCS)

CIVIC

- ☐ Board Member, Apartment Association of Tarrant County

BRETT REYNOLDS
VICE PRESIDENT

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANGEMENT
Vice President, 2002-Present
- ❑ Serves as Vice President of Physical Operations
 - ❑ Responsible for the oversight of the maintenance division and Physical Plant of the assets managed
 - ❑ Responsible for the development and implementation of the Capital Plans
 - ❑ Develops preventative maintenance plans and safety plans
 - ❑ Oversees risk management through training and physical inspections
 - ❑ Supervises all construction contracts or physical improvements
 - ❑ Leads due diligence, and punch out assignments
 - ❑ Reviews and analyzes service orders for quality assurance
 - ❑ Identifies physical problems or physical threats to the integrity of the assets
 - ❑ Developed Safety Program
 - ❑ Implemented OSHA requirements for all onsite teams
 - ❑ Reviews the Inventory Control for Parts and Supplies
- Prior FOCUS ASSET MANAGEMENT GROUP, INC.
Vice President, 1989-2002
- ❑ Responsible for the oversight of the Physical Plant
 - ❑ Punches Out New Construction
 - ❑ Reviews service orders
 - ❑ Develops Capital Plans
- CRG MANAGEMENT,
Regional Maintenance Supervisor, 1985-1989
- ❑ Oversight of maintenance teams on three assets
 - ❑ Responsible for physical integrity and service teams on all three assets

LICENSES

- ❑ Master Electrician License #TACLBO11673E
- ❑ HVAC Contractor License/Includes E.P.A.
- ❑ TRNCC Preventative Backflow Tester License
- ❑ Mechanical Certification for Boilers
- ❑ Pool Licenses in Multiple Jurisdictions

EDUCATION

- ❑ University of Texas at Arlington
Major Engineering
- ❑ Continuing Education Classes to Maintain all Licenses

CONNIE S. NUNEZ
REGIONAL MANAGER –NEW MEXICO

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANAGEMENT
Regional Supervisor/Property Manager, 2007 - Current
- ❑ Supervisor three assets, 668 apartment units
 - ❑ Directly responsible for oversight and implementation of company policies in New Mexico region
 - ❑ Responsible for implementation of management and marketing plans for assets overseen
 - ❑ Hired and trained onsite teams at all three assets
 - ❑ Responsible for implementation of the operating budgets
 - ❑ Overseeing budget and systems application and daily management
 - ❑ Responsible for the supervision of 15 employees
 - ❑ Directly involved in the outreach marketing of market rate housing properties
 - ❑ Assisted in takeover and stabilization of acquired assets, hiring and training new staff
 - ❑ Implementing the marketing plans to diversify resident profiles away from student housing dependency
- Prior ACCOLADE PROPERTY MANAGEMENT
Senior Property Manager, 2006 - 2007
- ❑ Supervised 6 employees at two conventional assets
 - ❑ Prepared monthly financial reports and demographic surveys
 - ❑ Implemented an active “Inreach” community program
 - ❑ Processed and approved all prospective applicants
 - ❑ Assisted with troubled assets in the area of occupancy and reporting requirements
- GREYSTAR REAL ESTATE PARTNERS
Residential Manager/ Assistant Property Manager, 1999-2006
- ❑ Supervised daily operations for two high-rise condominium communities totaling 360 units in Phoenix and property manager on 176 multi-site assets in Las cruces
 - ❑ Improve relations with Management company and residents by focusing on quality customer service
 - ❑ Assisted with the conversion of the units to condos
 - ❑ Maintained two set of property records
 - ❑ Assisted with high end assets with Marketing, Customer Service
- FOCUS ASSET MANAGEMENT
Residential Manager 1998-1999
- ❑ Operated 144 units
 - ❑ Supervised 4 employees
 - ❑ Administered the leases

- ❑ Implemented the marketing plan and management plan to achieve 95% or better occupancy

EDUCATION

- ❑ NMSU, International Business Administration
- ❑ Real Estate Academy, Real Estate Salesman Courses
- ❑ NM Uniform Owner-Resident Relations Act Course
- ❑ New Mexico Apartment Association, Fair Housing Courses
- ❑ Various certificates from ongoing continuing education

AWARDS

- ❑ Manager of the Year
- ❑ Property of the Year
- ❑ White Glove Award
- ❑ The Accolade Award
- ❑ Most Improved Property
- ❑ Marketing Team of the Year

MELISSA CROSS

REGIONAL SUPERVISOR –FLORIDA REGION

BUSINESS EXPERIENCE

- Present ACCOLADE PROPERTY MANAGEMENT, INC.
Regional Supervisor/Property Manager, 2008 - Current
- ❑ Supervisor eleven assets, 1702 units, two Market Rate assets and nine Mixed Finance projects layered with LIHC, Section 8 and ACC units
 - ❑ Directly responsible for oversight and implementation of company policies in Florida region
 - ❑ Responsible for implementation of management and marketing plans for assets overseen
 - ❑ Oversaw the lease up of 153 Senior units in 3 months, mixed finance
 - ❑ Oversaw the lease up of 182 unit asset over 6 months, mixed finance, RAD with relocation
 - ❑ Oversaw the lease up of 95 units within 7 months, mixed finance, RAD program with relocation
 - ❑ Hired and trained administrative staff in area of Tax Credit /Public Housing
 - ❑ Overseeing budget and systems application and daily management
 - ❑ Responsible for the supervision of 36 employees
 - ❑ Directly involved in the outreach marketing of affordable/ market rate housing properties
- Prior MIDWEST PROPERTY MANAGEMENT
Assistant Property Manager, 2007 - 2008
- ❑ Supervised 5 employees on 252 unit conventional asset
 - ❑ Responsible for accounts receivable, budgeting
 - ❑ Implemented an active “Inreach” community program
 - ❑ Processed and approved all prospective applicants
 - ❑ Responsible for resident retention program

EDUCATION

- ❑ Cayuga Community College, Business Administration
- ❑ State University of New York Oswego
- ❑ First Housing, Low Income Housing Tax Credit Compliance Courses

Continuing Education Courses: Fair Housing, Annual recertification educational courses in real estate, low income housing credits and property management

AWARDS

- ❑ Manager of the year 2009
- ❑ Property of the year 2008
- ❑ Marketing Team of the year 2011
- ❑ Charles L. Edson Excellence in Affordable Housing 2008
- ❑ Master Plan Award 2009 (from the city of Punta Gorda)
- ❑ Pioneer in Housing Award Small Agency Award 2009

DENA MORELAND

COMPLIANCE DIRECTOR

BUSINESS EXPERIENCE

Present ACCOLADE PROPERTY MANAGEMENT, INC.
Compliance Director, 2017-Current

- Responsible for the Low Income Housing Tax Credit compliance and reporting for 1,920 units in Texas and oversight of 1,570 units Florida, as well as, County Bond, HOME and SAIL programs
- Responsible for the file review and approval of the Low Income Housing Tax Credit compliance
- Review all move-in and renewal files on a monthly basis for all LIHTC units
- Prepare and review all files for State and County Audits for Texas and Florida
- Review and execute monthly and annual program reports for both state and county agencies
- Responsible for on-site Tax Credit training and application of program
- Responsible for Affirmative Marketing outreach for all Tax Credit projects located in Texas.
- Maintain open and constructive communication with site staff
- Responsible for review of compliance with lease up objectives in meeting investor expectations

Prior ALPHA BARNES
Assistant Compliance Director, 2006-2016

- Collaborate with the Director of Compliance in the design, implementation, and management in all areas of compliance, including firm policies and compliance with all federal, state, county and city regulations.
- Review files for approval prior to move in, preparation for onsite file reviews, attend audits with monitoring agency and implement Rent/Income limits.
- Implementing Utility Allowances as released from Housing Authorities as well as completing the HUD Model Schedule and Written Local Estimate annually.
- Serve as the point of contact for auditing resident files to ensure compliance with the IRS Section 42 Program (HTC), BOND, HOME, NSP, HTF and AHP
- Responding to correspondence from monitoring agencies in cases of non-compliance that include evidence of action taken within the required deadline.
- Responsible for initiation and implementation of compliance procedures, including updating all training materials as new regulations are released. Train onsite staff on how to implement program requirements.
- Review and submit quarterly/annual Unit Status Reports to TDHCA and MDSI
- Provide support to 21 communities with on-site visits.
- Supervised 10 Compliance Specialists.

Assistant Manager, 2003-2006

- Oversaw daily administration of property and maintenance on a 144 HTC unit property. Supervised a staff of 4.
- Responsible for all financial aspects of the property's operations
- Maintained compliance by completing preapproval application packets and full recertifications, created and executed initial lease and lease renewal documents.
- Maintained program reports and internal tracking of compliance
- Resolved resident conflicts and built relations with residents and vendors.

EDUCATION

- Housing Credit Certified Professional (HCCP, accreditation)
- Continuing Education Courses: Annual Fair Housing TDHCA Continuing Education for Compliance Programs
- Richland Community College



MANAGEMENT PHILOSOPHY

Accolade Property Management, Inc. manages through a proactive approach. We believe after a careful analysis of the asset complimented by our knowledge of the marketplace, we can initiate a comprehensive business plan that will encompass:

- ❑ Highly Specialized Personnel
- ❑ Asset Specific Marketing Plan
- ❑ Physical Maintenance Plan
- ❑ Financial Reporting and Accounting

Highly Specialized Personnel:

Our Management Teams recruit and train personnel which exceeds the client's expectations. Accolade constantly recruits personnel through real time experiences on sites in the marketplace and through networking. Once recruited, our personnel are trained in the most effective techniques for completing their tasks and in Fair Housing Laws. Accolade conducts regular shops of their marketing teams and uses these to hone the leasing skills of our staffs and to assure continuity in operations. Our Maintenance Team attends "hands-on" training with a Senior Maintenance Director. The onsite management, marketing, and maintenance teams play a critical role in our success. We believe firmly that with their intimate vantage of the asset and market, we can be most effective. Our organization recognizes that in our competitive marketplace, well trained personnel are critical to attain the highest accolades.

Asset Specific Marketing Plan:

Mass Marketing has become a way of life in today's competitive economy. However, Accolade believes that niche marketing is the key to success for multifamily assets. Accolade begins the process by becoming students of the marketplace, the comparables, and the asset. Knowledge of the product, identification of an effective pricing structure, identification of the Target Market is the foundation for the Marketing Plan. Once these are identified, Accolade designs a marketing plan. Accolade initializes the plan to include product preparation which includes the readiness of show units, presentation of product which includes the collateral material, and demonstration of product which includes our specialized leasing teams. Additionally, if the asset is existing, a thorough review of the lease files will result in a resident profile to understand the current Target Market and the retention factor. The signage and onsite graphics are coordinated to support the marketing plan. Once the product and pricing strategies are identified, external advertising and marketing outreach strategies are designed. Our marketing teams will be armed with concise marketing strategies to reach opinion leaders in their market. Accolade's Key Management is experienced in targeting the audience for the asset.

With weekly review of the marketing results and quick adaptation to changing market indicators, Accolade has been very successful in the marketing of their assets managed.

Physical Maintenance Plan:

Upon engagement, Accolade will thoroughly inspect the property. A unit by unit inspection will commence, as well as, an exterior inspection, an amenity and common area inspection, and a review of governmental records to determine improvements needed or code deficiencies. Accolade's management team are well versed in Building Codes, State Statutes, and ADA Act. Through this intensive physical inspection, Accolade develops a maintenance plan and a capital plan for the asset. Once the needs are identified, a scope of work is developed and bids are obtained to complete the scope. The maintenance plan, capital plan, and the budget for implementation are presented to the client.

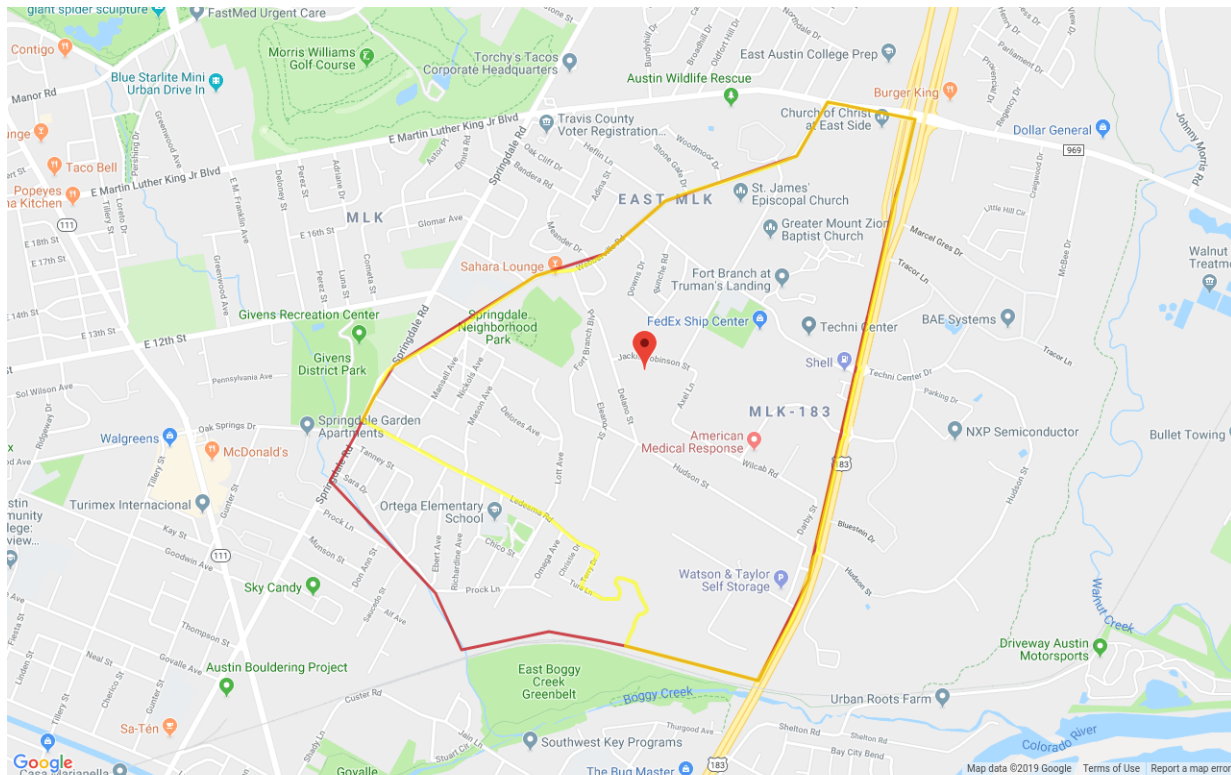
On an ongoing basis, service orders are reviewed for continuity and to identify any trends in the repairs. Accolade uses this data to value engineer and re-evaluate the maintenance plan if required. Accolade's Key Management recognizes that the Physical Plant is the foundation of the asset and its integrity is fundamental to the maximization of the investment.

Financial Reporting and Accounting:

Accolade effectively monitors the performance of their business plan through timely and accurate financial reporting. Daily reporting generated by the onsite property management software to the Corporate Headquarters, allows proficient results. Our full service accounting department is supervised closely by our Controller which is essential for accounting controls. Budgets are prepared based on the business plan and the budgets are used as benchmarks of our success. Accolade recognizes that our clients' needs are different and provides flexibility in reporting through customization of financial reports. Utilizing YARDI property management software, upper management and owners can monitor real time operations through the World Wide Web. Monitoring and accounting for some of our specialized assets requires specialty software to assist with monitoring and maintaining compliance. Our systems are very effective in meeting our exceeding the quality assurance standards of our clients.

Attachment E
Market Assessment

NeighborhoodScout Report is
included as Market Assessment



— Neighborhood Boundary — Micro-Neighborhood Boundary

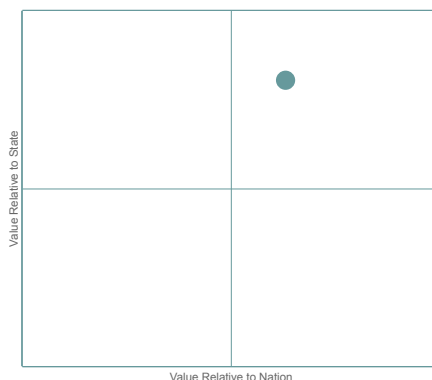
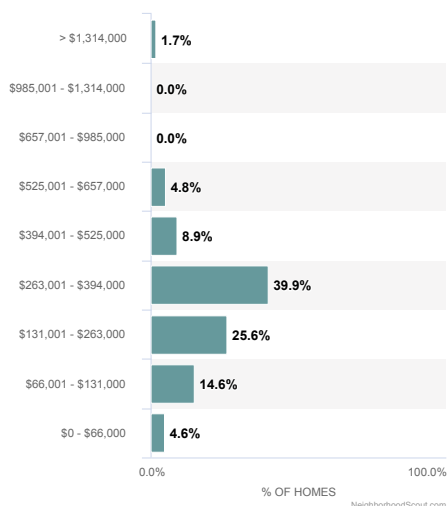
THE 5517 JACKIE ROBINSON ST NEIGHBORHOOD REAL ESTATE

AVERAGE HOME VALUES

MEDIAN HOME VALUE:
\$276,018

MEDIAN REAL ESTATE TAXES:
\$3,728 (1.4% effective rate)

NEIGHBORHOOD HOME PRICES



YEARS OF AVERAGE RENT NEEDED TO BUY AVERAGE HOME IN THIS NEIGHBORHOOD
⚡ 15 YEARS AND 9 MONTHS

AVERAGE MARKET RENT

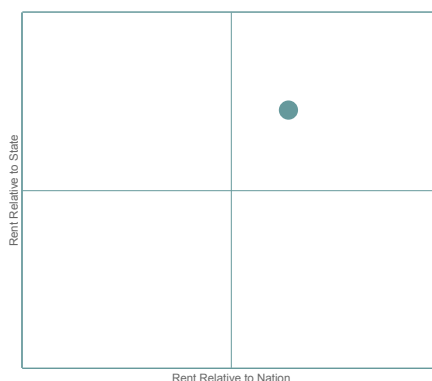
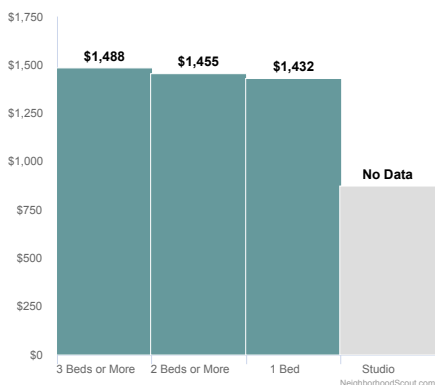


AVERAGE MARKET RENT:
\$1,477 / per month



GROSS RENTAL YIELD:
6.57

MEDIAN MONTHLY RENT BY NUMBER OF BEDROOMS



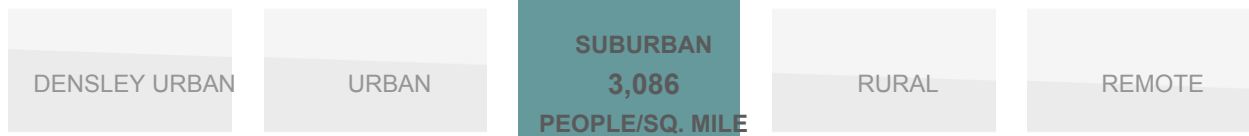
SETTING

— COASTAL

— LAKEFRONT

— FARMS

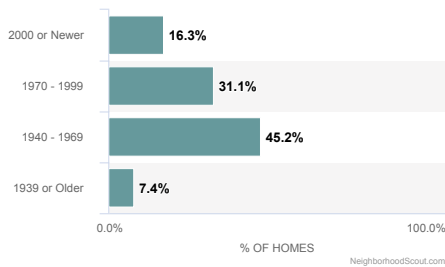
NEIGHBORHOOD LOOK AND FEEL



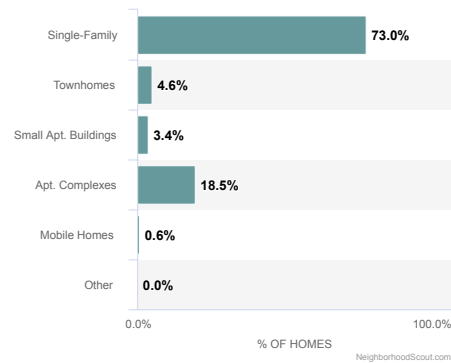
Population Density

HOUSING MARKET DETAILS

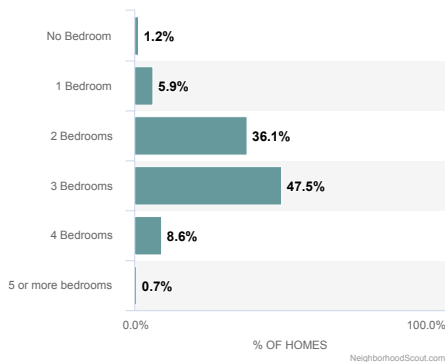
AGE OF HOMES



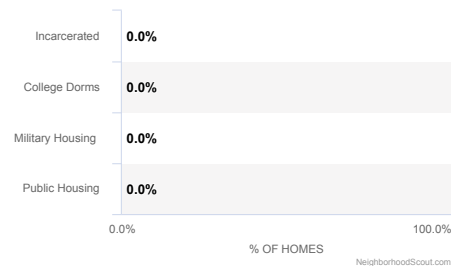
TYPES OF HOMES



HOME SIZE

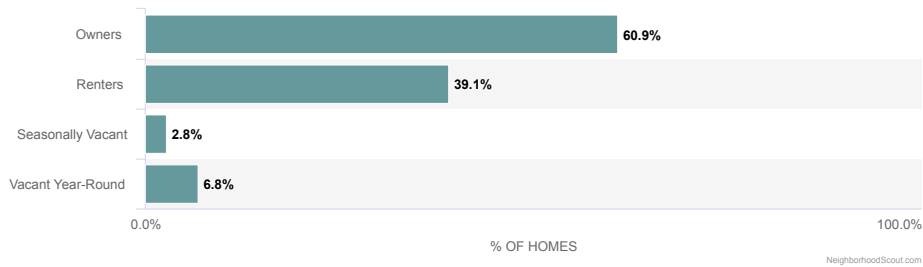


SPECIAL PURPOSE HOUSING



HOMEOWNERSHIP








HOMEOWNERSHIP RATE








THE 5517 JACKIE ROBINSON ST NEIGHBORHOOD DEMOGRAPHICS

136 Vital Statistics. 0 Condition Alerts found.

LIFESTYLE

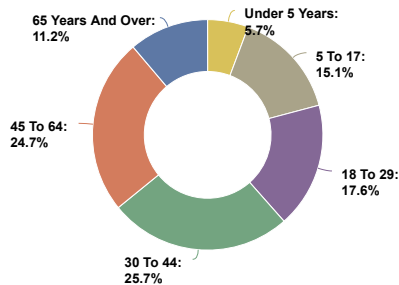
 First Time Homebuyers	84.1%	Very Good
 Young Single Professionals	64.2%	Fair
 Retirement Dream Areas	38.7%	Poor
 Luxury Communities	35.3%	Poor
 Family Friendly	32.0%	Poor
 College Student Friendly	26.5%	Poor
 Vacation Home Locations		Poor

SPECIAL CHARACTER

 Hip Trendy	84.8%	Very Good
 Walkable	63.7%	Fair
 Quiet	52.6%	Poor
 Urban Sophisticates	35.6%	Poor
 Nautical		Poor

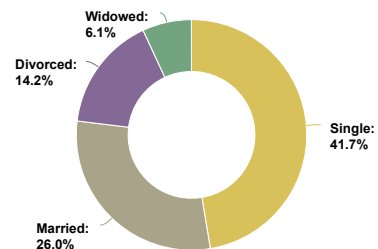
AGE / MARITAL STATUS

AGE



NeighborhoodScout.com

MARITAL STATUS

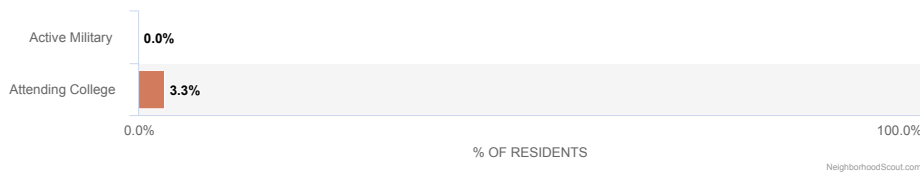


NeighborhoodScout.com

GENDER RATIO



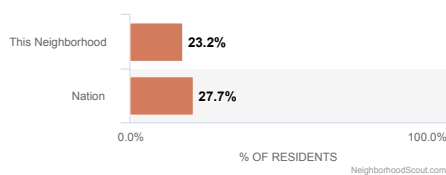
MILITARY & COLLEGE STATUS



NeighborhoodScout.com

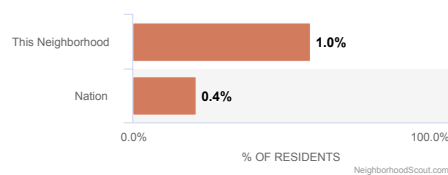
HOUSEHOLD TYPES

ONE PERSON HOUSEHOLDS



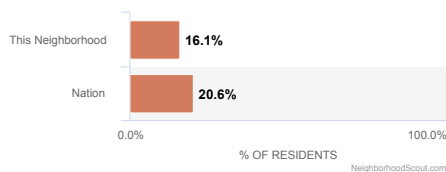
NeighborhoodScout.com

SAME SEX PARTNERS



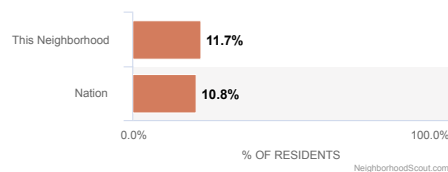
NeighborhoodScout.com

MARRIED COUPLE WITH CHILD



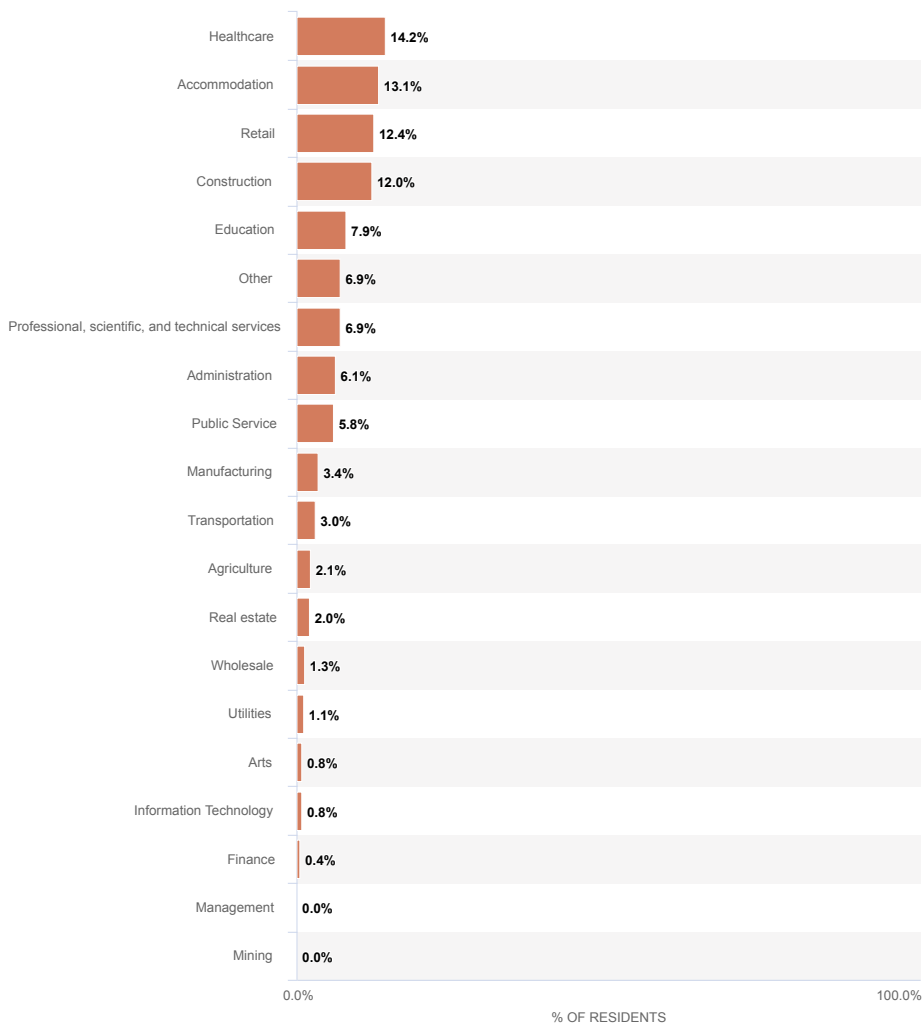
NeighborhoodScout.com

SINGLE PARENT WITH CHILD



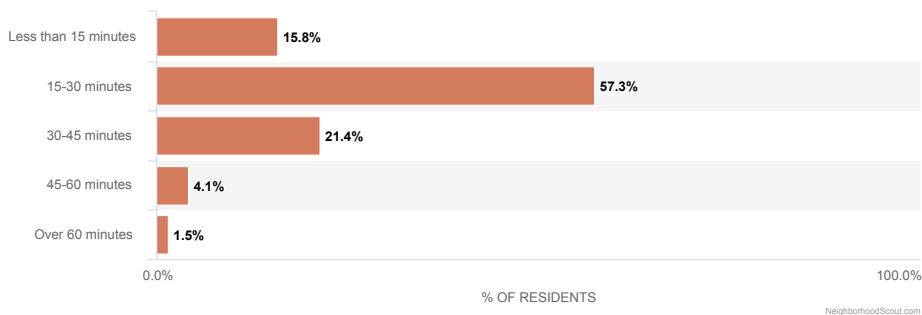
NeighborhoodScout.com

EMPLOYMENT INDUSTRIES

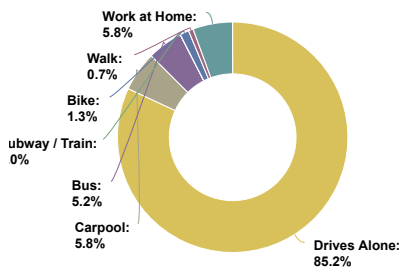


COMMUTE TO WORK

AVERAGE ONE-WAY COMMUTE TIME

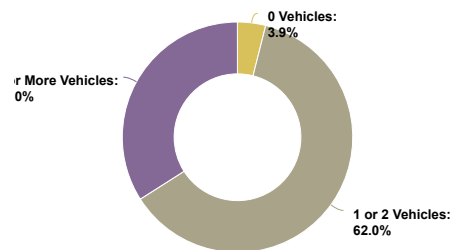


MEANS OF TRANSPORT



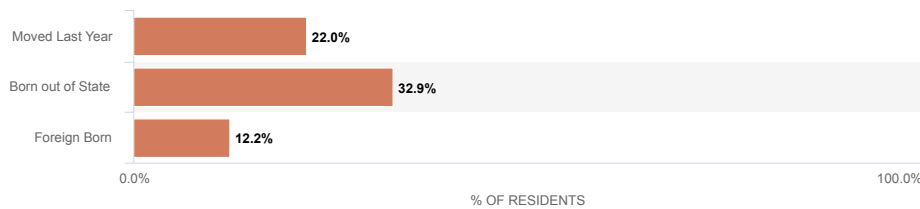
NeighborhoodScout.com

VEHICLES PER HOUSEHOLD



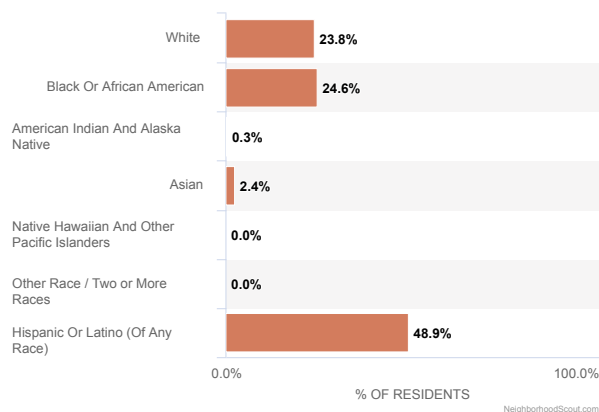
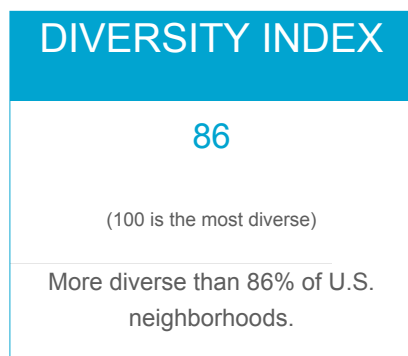
NeighborhoodScout.com

MIGRATION & MOBILITY



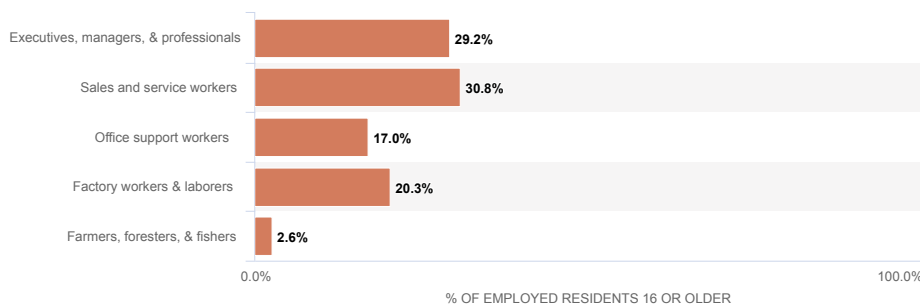
NeighborhoodScout.com

RACE & ETHNIC DIVERSITY



NeighborhoodScout.com

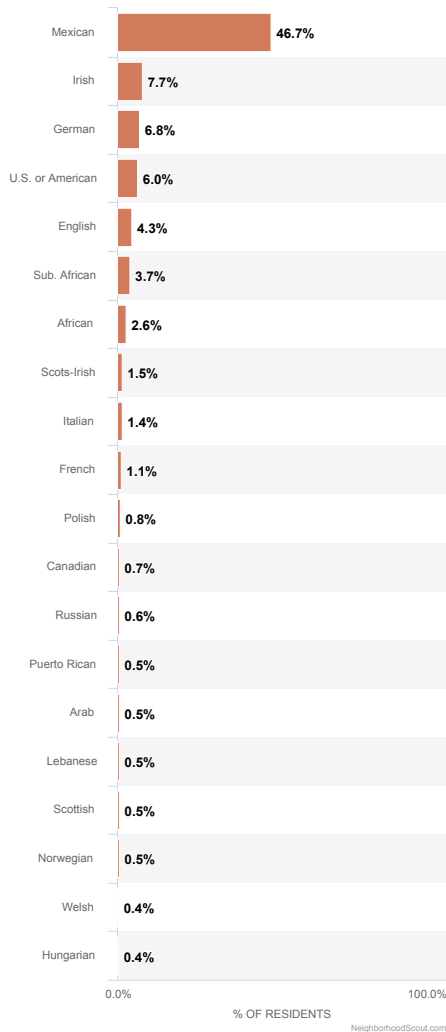
OCCUPATIONS



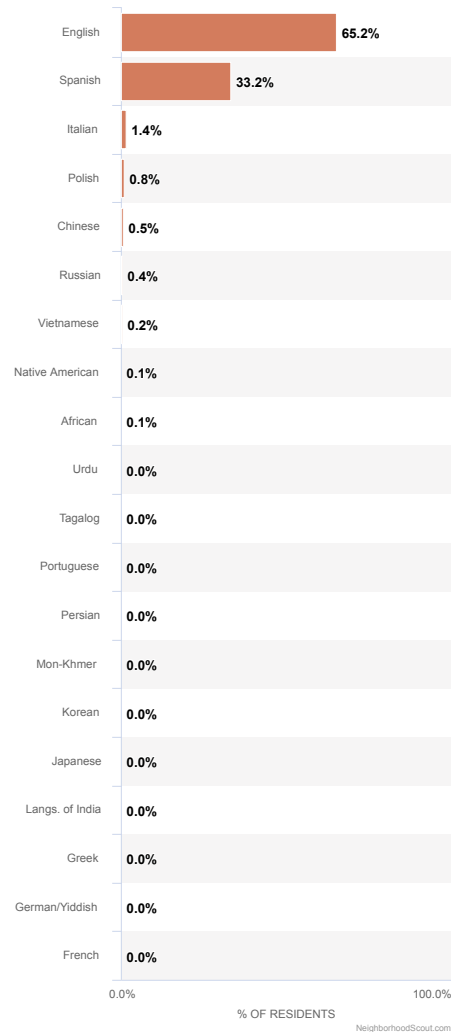
NeighborhoodScout.com

ANCESTERIES & LANGUAGES SPOKEN

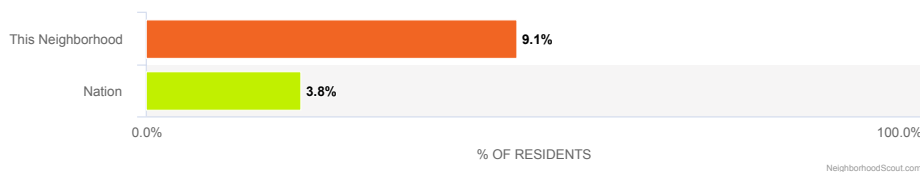
ANCESTRY (TOP 20)



LANGUAGES SPOKEN (TOP 20)

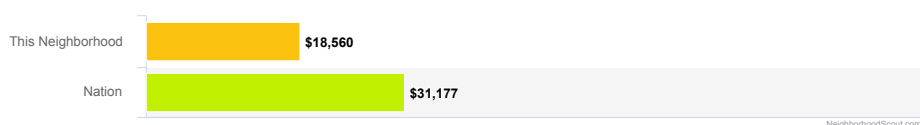


UNEMPLOYMENT RATE

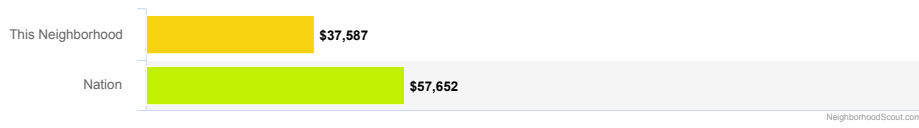


AVERAGE INCOME

PER CAPITA INCOME

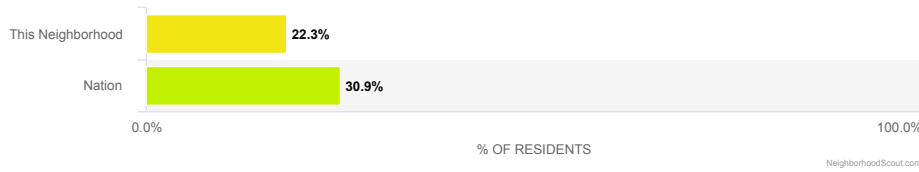


MEDIAN HOUSEHOLD INCOME

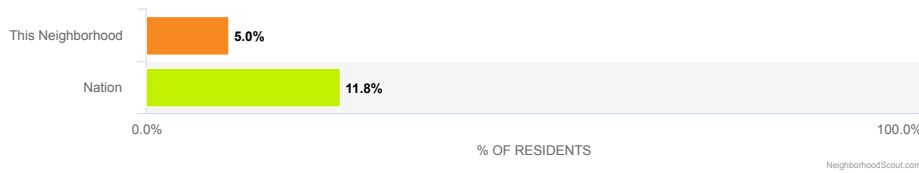


EDUCATION

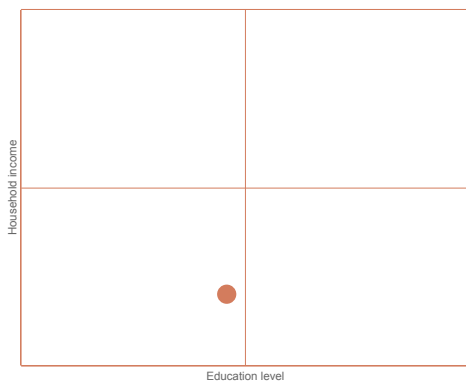
PERCENT WITH COLLEGE DEGREE



PERCENT WITH ADVANCE DEGREE



INCOME AND EDUCATION



THE 5517 JACKIE ROBINSON ST NEIGHBORHOOD CRIME

67 Vital Statistics. 0 Condition Alerts found.

NEIGHBORHOOD CRIME DATA

TOTAL CRIME INDEX

25

(100 is safest)

Safer than 25% of U.S. neighborhoods.

NEIGHBORHOOD ANNUAL CRIMES			
	VIOLENT	PROPERTY	TOTAL
Number of Crimes	27	144	171
Crime Rate (per 1,000 residents)	6.40	34.11	40.50

NEIGHBORHOOD VIOLENT CRIME

VIOLENT CRIME INDEX

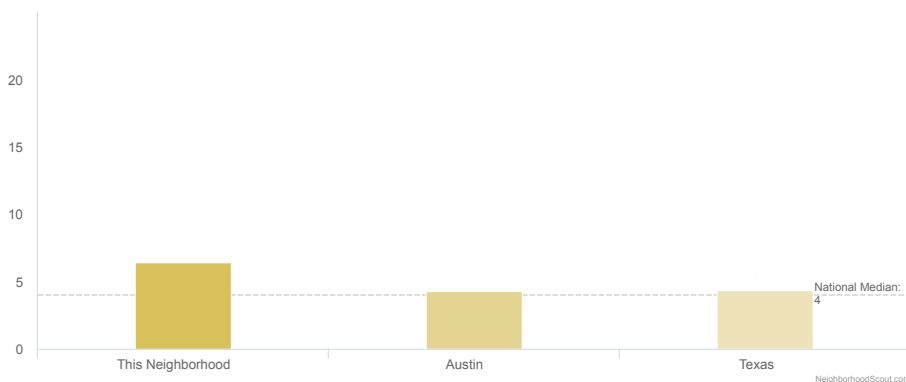
22

(100 is safest)

Safer than 22% of U.S. neighborhoods.

VIOLENT CRIME INDEX BY TYPE			
MURDER INDEX	RAPE INDEX	ROBBERY INDEX	ASSAULT INDEX
29	8	23	25
100 is safest	100 is safest	100 is safest	100 is safest

VIOLENT CRIME COMPARISON (PER 1,000 RESIDENTS)



MY CHANCES OF BECOMING A VICTIM OF A VIOLENT CRIME		
1 IN 156	1 IN 234	1 IN 228
in this Neighborhood	in Austin	in Texas

AUSTIN VIOLENT CRIMES

POPULATION: 950,715

	MURDER	RAPE	ROBBERY	ASSAULT
Report Total	26	840	993	2,199
Rate per 1,000	0.03	0.88	1.04	2.31

UNITED STATES VIOLENT CRIMES

POPULATION: 325,719,178

	MURDER	RAPE	ROBBERY	ASSAULT
Report Total	17,284	135,755	319,356	810,825
Rate per 1,000	0.05	0.42	0.98	2.49

NEIGHBORHOOD PROPERTY CRIME

PROPERTY CRIME INDEX

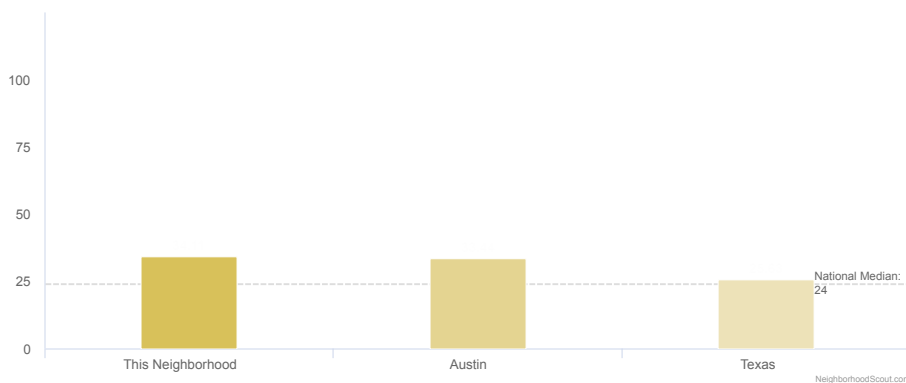
26

(100 is safest)

Safer than 26% of U.S. neighborhoods.

PROPERTY CRIME INDEX BY TYPE		
BURGLARY INDEX	THEFT INDEX	MOTOR VEHICLE THEFT
16	30	67
100 is safest	100 is safest	100 is safest

PROPERTY CRIME COMPARISON (PER 1,000 RESIDENTS)



MY CHANCES OF BECOMING A VICTIM OF A PROPERTY CRIME

1 IN 29	1 IN 30	1 IN 39
in this Neighborhood	in Austin	in Texas

AUSTIN PROPERTY CRIMES

POPULATION: 950,715

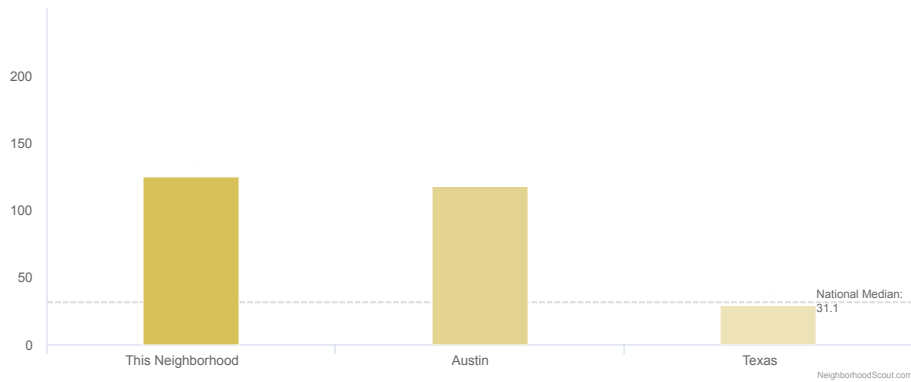
	BURGLARY	THEFT	MOTOR VEHICLE THEFT
Report Total	4,414	25,288	2,090
Rate per 1,000	4.64	26.60	2.20

UNITED STATES PROPERTY CRIMES

POPULATION: 325,719,178

	BURGLARY	THEFT	MOTOR VEHICLE THEFT
Report Total	1,401,840	5,519,107	773,139
Rate per 1,000	4.30	16.94	2.37

CRIME PER SQUARE MILE



THE 5517 JACKIE ROBINSON ST NEIGHBORHOOD SCHOOLS

SCHOOL RATING INFORMATION

SCHOOL QUALITY	ADDRESS SCHOOL QUALITY RATING
<p>23</p> <p>(100 is best)</p> <p>Better than 23% of U.S. schools.</p>	<p>Address-Specific School Quality Rating. Rates the quality of the K-12 public schools that serve this address. ⓘ</p>

SCHOOLS THAT SERVE THIS ADDRESS *

SCHOOL DETAILS	GRADES	QUALITY RATING COMPARED TO TX	QUALITY RATING COMPARED TO NATION
Lbj High School			
7309 Lazy Creek Dr Austin, TX 78724	09-12	3	1
Norman Elementary School			
4001 Tannehill Ln Austin, TX 78721	PK-05	5	4

* Depending on where you live in the neighborhood, your children may attend certain schools from the above list and not others. In some cases, districts allow students to attend schools anywhere in the district. Always check with your local school department to determine which schools your children may attend based on your specific address and your child's grade-level.

NEIGHBORHOOD EDUCATIONAL ENVIRONMENT

Adults In Neighborhood With College Degree Or Higher	22.3%
Children In The Neighborhood Living In Poverty	30.6%

THIS NEIGHBORHOOD IS SERVED BY 1 DISTRICT:

AUSTIN ISD

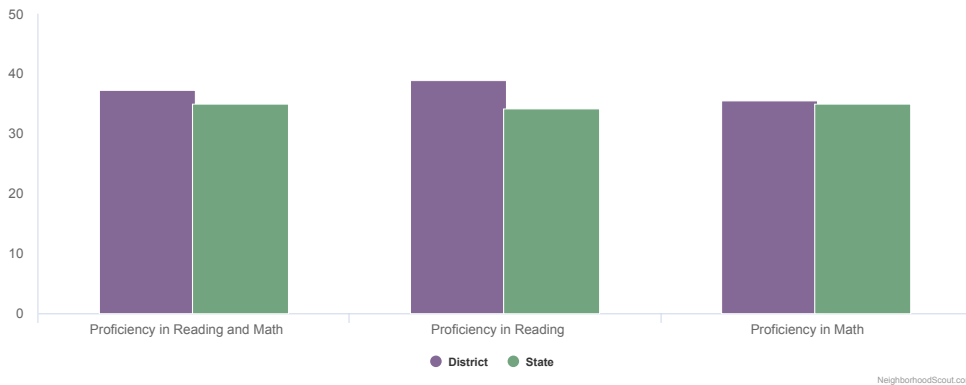
83,648	130	14
Students Enrolled in This District	Schools in District	Students Per Classroom

DISTRICT QUALITY COMPARED TO TEXAS	DISTRICT QUALITY COMPARED TO U.S. ⓘ
<p>5</p> <p>(10 is best)</p>	<p>4</p> <p>(10 is best)</p>

Better than 49.5% of TX school districts.

Better than 37.5% of US school districts.

Public School Test Scores (No Child Left Behind)



School District Enrollment By Group

ETHNIC/RACIAL GROUPS	THIS DISTRICT	THIS STATE
White (non-hispanic)	27.4%	29.2%
Black	8.1%	12.9%
Hispanic	60.4%	53.4%
Asian Or Pacific Islander	4.0%	4.1%
American Indian Or Native Of Alaska	0.2%	0.4%

ECONOMIC GROUPS	THIS DISTRICT	THIS STATE
ECONOMICALLY DISADVANTAGED	56.9%	58.7%
FREE LUNCH ELIGIBLE	51.5%	52.7%
REDUCED LUNCH ELIGIBLE	5.4%	6.0%

Educational Expenditures

FOR THIS DISTRICT	PER STUDENT	TOTAL	% OF TOTAL
Instructional Expenditures	\$5,625	\$480,093,750	44.2%
Support Expenditures			
Student	\$435	\$37,127,250	3.4%
Staff	\$664	\$56,672,400	5.2%
General Administration ⚡	\$73	\$6,230,550	0.6%
School Administration	\$611	\$52,148,850	4.8%
Operation	\$1,070	\$91,324,500	8.4%
Transportation	\$350	\$29,872,500	2.8%
Other	\$408	\$34,822,800	3.2%
Total Support	\$3,611	\$308,198,850	28.4%
Non-instructional Expenditures ⚡	\$3,477	\$296,761,950	27.3%



5517 Jackie Robinson St, Austin, TX 78721
Report date Monday, July 15, 2019

FOR THIS DISTRICT	PER STUDENT	TOTAL	% OF TOTAL
Total Expenditures	\$12,714	\$1,085,139,900	100.0%

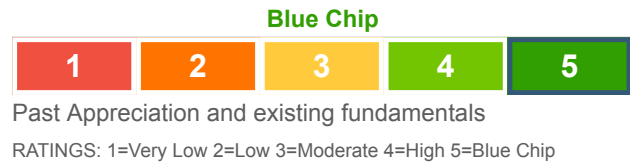
THE 5517 JACKIE ROBINSON ST TRENDS AND FORECAST

SCOUT VISION® SUMMARY

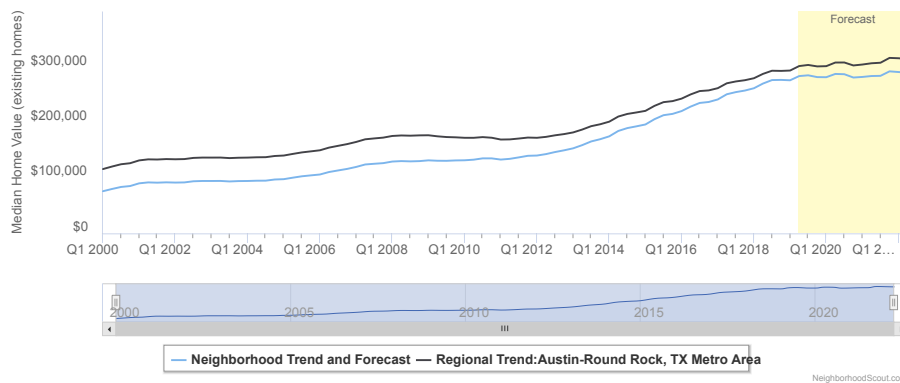
RISING STAR INDEX ⓘ



BLUE CHIP INDEX ⓘ



SCOUT VISION Neighborhood Home Value Trend and Forecast ⓘ



SCOUT VISION® HOME VALUE TRENDS AND FORECAST

TIME PERIOD	TOTAL APPRECIATION	AVG. ANNUAL RATE	COMPARED TO METRO*	COMPARED TO AMERICA*
3 Year Forecast: 2019 Q2 - 2022 Q2	4.92% ↑	1.61% ↑	2	2
Latest Quarter: 2018 Q4 - 2019 Q1 ⚡	-0.26% ↓	-1.02% ↓	6	2
Last 12 Months: 2018 Q1 - 2019 Q1	5.48% ↑	5.48% ↑	9	6
Last 2 Years: 2017 Q1 - 2019 Q1	14.32% ↑	6.92% ↑	9	7
Last 5 Years: 2014 Q1 - 2019 Q1 ⚡	57.77% ↑	9.55% ↑	10	10
Last 10 Years: 2009 Q1 - 2019 Q1 ⚡	109.64% ↑	7.68% ↑	10	10
Since 2000: 2000 Q1 - 2019 Q1 ⚡	223.52% ↑	6.55% ↑	10	10

* 10 is highest

KEY PRICE DRIVERS AT THIS LOCATION

Pros

Factors likely to drive home values upward over the next few years or indicators of upward trends already underway.

- ➕ Educated Population Trend
- ➕ Access to High Paying Jobs

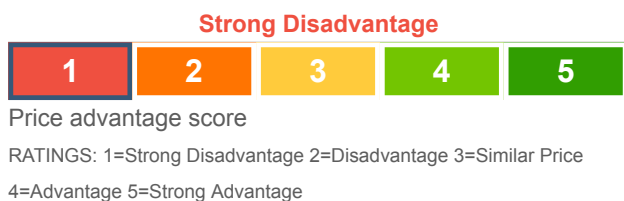
Cons

Impediments to home value appreciation over the next few years or indicators of negative trends already underway.

- ➖ Real Estate Values Nearby
- ➖ Regional Housing Market Outlook
- ➖ Crime
- ➖ School Performance

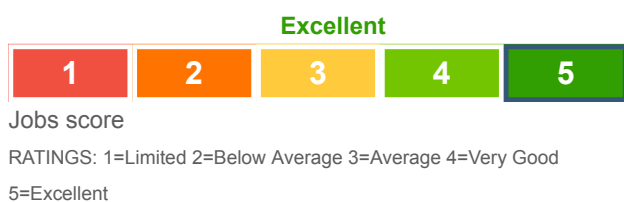
SCOUT VISION® PROXIMITY INDEX

PRICE ADVANTAGE OVER SURROUNDING NEIGHBORHOODS ⓘ



\$190
Neighborhood price per sqft
\$151
Average Nearby Home Price per sqft

ACCESS TO HIGH PAYING JOBS ⓘ



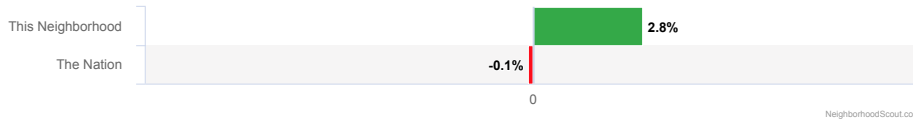
JOBS WITHIN AN HOUR

WITHIN	HIGH-PAYING* JOBS
5 minutes	790
10 minutes	6753
15 minutes	83606
20 minutes	231862
30 minutes	349855
45 minutes	404365
60 minutes	420454

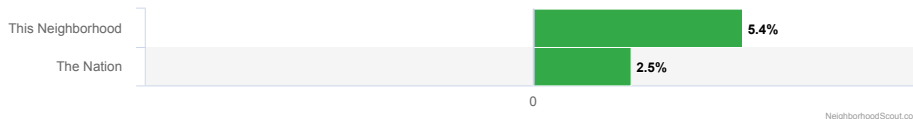
*Annual salary of \$75,000 or more

SCOUT VISION® REAL ESTATE TRENDS AND FORECAST

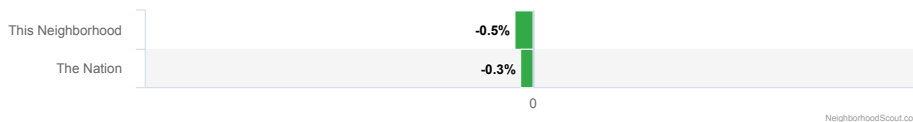
AVG. ANNUAL HOMEOWNERSHIP TREND Over last 5 years ⚡



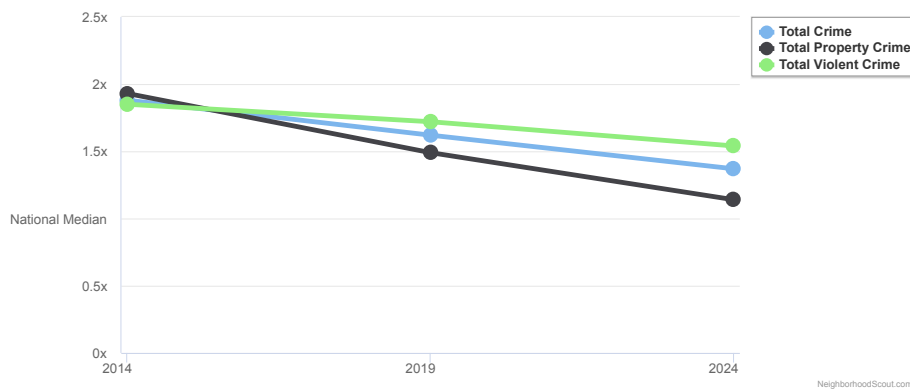
AVG. ANNUAL RENT PRICE TREND Over last 5 years ⚡



AVG. ANNUAL VACANCY TRENDS Over last 5 years



SCOUT VISION® CRIME TRENDS AND FORECAST

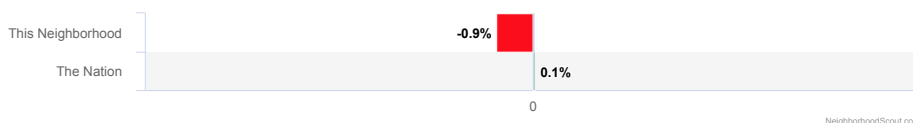


SCOUT VISION® EDUCATION TRENDS AND FORECAST

AVG. ANNUAL CHANGE IN COLLEGE GRADUATES Over last 5 years ⚡

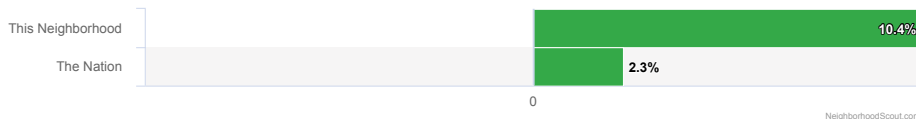


AVG. ANNUAL CHANGE IN K-12 SCHOOL PERFORMANCE Over last 5 years

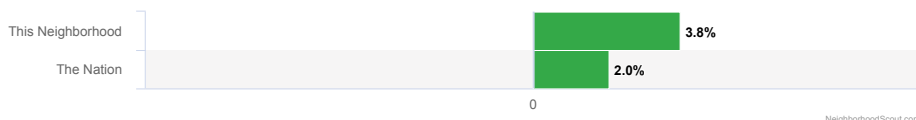


SCOUT VISION® ECONOMIC TRENDS AND FORECAST

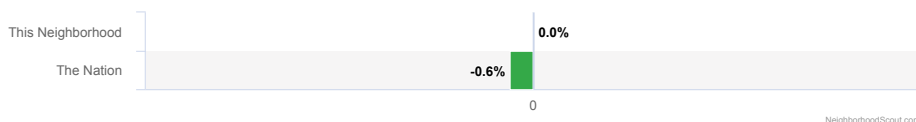
AVG ANNUAL CHANGE IN PER CAPITA INCOME Over last 5 years ⚡



AVG ANNUAL CHANGE IN HOUSEHOLD INCOME Over last 5 years



AVG ANNUAL CHANGE IN UNEMPLOYMENT RATE Over last 5 years



SCOUT VISION® DEMOGRAPHIC TRENDS

DISTANCE FROM LOCATION	POPULATION 5 YEARS AGO	CURRENT POPULATION	PERCENT CHANGE
Half Mile	2,061	2,126	3.13% ↑
1 Mile	7,993	8,456	5.79% ↑
3 Miles	67,416	77,480	14.93% ↑
5 Miles	212,387	237,267	⚡ 11.71% ↑
10 Miles	612,034	680,294	⚡ 11.15% ↑
15 Miles	1,014,240	1,128,731	⚡ 11.29% ↑
25 Miles	1,545,913	1,777,271	⚡ 14.97% ↑
50 Miles	1,943,892	2,241,674	⚡ 15.32% ↑

SCOUT VISION® REGIONAL HOUSING MARKET ANALYSIS

AUSTIN-ROUND ROCK, TX METRO AREA REGIONAL INVESTMENT POTENTIAL ⓘ

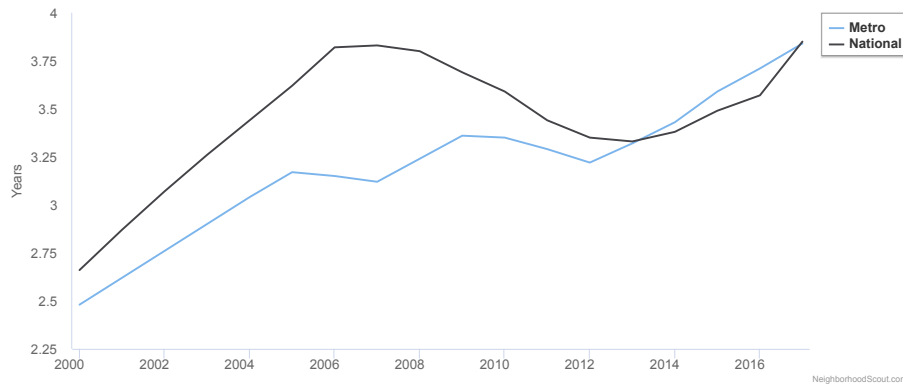


Regional Appreciation Potential (3yr)

RATINGS: 1=Very Low 2=Low 3=Moderate 4=High 5=Very High

HOUSING AFFORDABILITY TRENDS: AUSTIN-ROUND ROCK, TX METRO AREA ⓘ

Years of average household income needed to buy average home



2.48 Region's Historical Low	3.84 Region's Historical High	3.84 Current ⚡
---------------------------------	----------------------------------	-------------------

REGIONAL 1 AND 2 YEAR GROWTH TRENDS ⓘ

REGIONAL TREND	LAST 2 YEARS	COMPARED TO NATION*	LAST 1 YEAR	COMPARED TO NATION*
Population Growth	5.11% ↑	⚡ 10	2.50% ↑	⚡ 10
Job Growth	6.33% ↑	⚡ 10	1.68% ↑	8
Income Trend (Wages)	14.52% ↑	⚡ 10	7.18% ↑	⚡ 10
Unemployment Trend	-0.38% ↓	3	-0.02% ↓	6
Stock Performance of Region's Industries	27.92% ↑	⚡ 9	5.06% ↑	8
Housing Added	5.88% ↑	⚡ 10	3.17% ↑	⚡ 10
Vacancy Trend	-1.40% ↓	8	0.24% ↑	5

* 10 is highest

Disclaimer

Forecasts of potential occurrences or non-occurrences of future conditions and events are inherently uncertain. Actual results may differ materially from what is predicted in any information provided by location inc. Nothing contained in or generated by a Location Inc. Product or services is, or should be relied upon as, a promise or representation as to the future performance or prediction of real estate values. No representation is made as to the accuracy of any forecast, estimate, or projection. Location Inc. Makes no express or implied warranty and all information and content is provided

"As is" without any warranties of any kind. Location inc. Expressly disclaims any warranty of accuracy or predictability, and any warranty of merchantability and fitness for a particular purpose. Location Inc. Further disclaims any liability for damages, loss, or injury arising out of the use this site and the data. All risks associated with using the site and the data are borne by the user at user's sole cost and expense. By using the site you agree to our [Terms of Use](#).

ABOUT THE 5517 JACKIE ROBINSON ST NEIGHBORHOOD

Real Estate Prices and Overview

This neighborhood's median real estate price is \$276,018, which is more expensive than 80.5% of the neighborhoods in Texas and 63.1% of the neighborhoods in the U.S.

The average rental price in this neighborhood is currently \$1,477, based on NeighborhoodScout's exclusive analysis. The average rental cost in this neighborhood is higher than 72.6% of the neighborhoods in Texas.

This is a suburban neighborhood (based on population density) located in Austin, Texas.

This neighborhood's real estate is primarily made up of medium sized (three or four bedroom) to small (studio to two bedroom) single-family homes and apartment complexes/high-rise apartments. Most of the residential real estate is occupied by a mixture of owners and renters. Many of the residences in this neighborhood are older, well-established, built between 1940 and 1969. A number of residences were also built between 1970 and 1999.

Home and apartment vacancy rates are 9.6% in this neighborhood. NeighborhoodScout analysis shows that this rate is lower than 46.4% of the neighborhoods in the nation, approximately near the middle range for vacancies.

Notable & Unique Neighborhood Characteristics

The way a neighborhood looks and feels when you walk or drive around it, from its setting, its buildings, and its flavor, can make all the difference. This neighborhood has some really cool things about the way it looks and feels as revealed by NeighborhoodScout's exclusive research. This might include anything from the housing stock to the types of households living here to how people get around.

The Neighbors

The Neighbors: Income

There are two complementary measures for understanding the income of a neighborhood's residents: the average and the extremes. While a neighborhood may be relatively wealthy overall, it is equally important to understand the rate of people - particularly children - who are living at or below the federal poverty line, which is extremely low income. Some neighborhoods with a lower average income may actually have a lower childhood poverty rate than another with a higher average income, and this helps us understand the conditions and character of a neighborhood.

The neighbors in the Ed Bluestein Blvd / Hudson St neighborhood in Austin are lower-middle income, making it a below average income neighborhood. NeighborhoodScout's research shows that this neighborhood has an income lower than 80.1% of U.S. neighborhoods. With 30.6% of the children here below the federal poverty line, this neighborhood has a higher rate of childhood poverty than 76.7% of U.S. neighborhoods.

The Neighbors: Occupations

What we choose to do for a living reflects who we are. Each neighborhood has a different mix of occupations represented, and together these tell you about the neighborhood and help you understand if this neighborhood may fit your lifestyle.

In the Ed Bluestein Blvd / Hudson St neighborhood, 30.8% of the working population is employed in sales and service jobs, from major sales accounts, to working in fast food restaurants. The second most important occupational group in this neighborhood is executive, management, and professional occupations, with 29.2% of the residents employed. Other residents here are employed in manufacturing and laborer occupations (20.3%), and 17.0% in clerical, assistant, and tech support occupations.

The Neighbors: Languages

The most common language spoken in the Ed Bluestein Blvd / Hudson St neighborhood is English, spoken by 65.2% of households. Some people also speak Spanish (33.2%).

The Neighbors: Ethnicity / Ancestry

Boston's Beacon Hill blue-blood streets, Brooklyn's Orthodox Jewish enclaves, Los Angeles' Persian neighborhoods. Each has its own culture derived primarily from the ancestries and culture of the residents who call these neighborhoods home. Likewise, each neighborhood in America has its own culture – some more unique than others – based on lifestyle, occupations, the types of households – and importantly – on the ethnicities and ancestries of the people who live in the neighborhood. Understanding where people came from, who their grandparents or great-grandparents were, can help you understand how a neighborhood is today.

In the Ed Bluestein Blvd / Hudson St neighborhood in Austin, TX, residents most commonly identify their ethnicity or ancestry as Mexican (46.7%). There are also a number of people of Irish ancestry (7.7%), and residents who report German roots (6.8%), and some of the residents are also of English ancestry (4.3%), along with some Sub-Saharan African ancestry residents (3.7%), among others. In addition, 12.2% of the residents of this neighborhood were born in another country.

Getting to Work

How you get to work – car, bus, train or other means – and how much of your day it takes to do so is a large quality of life and financial issue. Especially with gasoline prices rising and expected to continue doing so, the length and means of one's commute can be a financial burden. Some neighborhoods are physically located so that many residents have to drive in their own car, others are set up so many walk to work, or can take a train, bus, or bike. The greatest number of commuters in Ed Bluestein Blvd / Hudson St neighborhood spend between 15 and 30 minutes commuting one-way to work (57.3% of working residents), which is shorter than the time spent commuting to work for most Americans.

Here most residents (85.2%) drive alone in a private automobile to get to work. In addition, quite a number also carpool with coworkers, friends, or neighbors to get to work (5.8%) and 5.2% of residents also ride the bus for their daily commute. In a neighborhood like this, as in most of the nation, many residents find owning a car useful for getting to work.

Attachment F
Neighborhood Notifications
and Meeting Agenda

From: [Sally Gaskin](#)
To: Moseley_brothers@hotmail.com
Cc: [Megan Lasch \(megan@o-sda.com\)](mailto:Megan_Lasch_(megan@o-sda.com))
Subject: RE: Diamond Forty-Two, proposed 150 unit affordable apartment development located at 5517 Jackie Robinson Road, Austin, TX 78721
Date: Thursday, August 1, 2019 11:35:00 AM

Mr. William D. Mosely, President
Jackie Robinson Acres Neighborhood Association

Dear Mr. Mosely,

Diamond Forty-Two, LLC, would like to let you know that we are working on a proposed 150 unit affordable workforce housing apartment development that will be located within the boundaries of the Jackie Robinson Acres Neighborhood Association. We have just begun the process by submitting a rezoning application for the site to MF-2-NP to allow apartments, as well as working on the site plan and financing.

We would appreciate the opportunity to meet with the neighborhood association at your next meeting to introduce the proposed development, and then follow-up at future meetings to provide updates and hear input from your members. Please let us know when your next meeting is scheduled.

Should you have any question in the interim, please do not hesitate to contact me.

Sincerely,

Sally Gaskin

Consultant, SGI Ventures, Inc.
Representative for Diamond Forty-Two, LLC
5501-A Balcones Drive, Suite 302
Austin, TX 78731
Phone: (713)882-3233
Sally@SGIVentures.net

From: [Sally Gaskin](#)
To: [Ms. Angela Benavides Garza](#)
Cc: [Megan Lasch \(megan@o-sda.com\)](#)
Subject: RE: Diamond Forty-Two, proposed 150 unit affordable apartment development located at 5517 Jackie Robinson Road, Austin, TX 78721
Date: Thursday, August 1, 2019 12:00:00 PM

Ms. Angela Benavides Garza, Chair
East MLK Neighborhood Plan Contact Team

Dear Ms. Garza,

Thank you for providing the opportunity for Mike Martinez and I to introduce the proposed Diamond Forty-Two development at the Contact Team's July meeting. As discussed, the development will be an affordable, workforce housing apartment community. To update you on progress since the meeting, we have begun the process of rezoning the site to MF-2-NP to allow apartments and are working on the site plan and financing.

We would like to come back to the Contact Team to provide updates as our development plans evolve as we sincerely value the input of the Contact Team members. We will reach out to you to get on your next meeting agenda.

Sincerely,

Sally Gaskin

Consultant, SGI Ventures, Inc.
Representative for Diamond Forty-Two, LLC
5501-A Balcones Drive, Suite 302
Austin, TX 78731
Phone: (713)882-3233
Sally@SGIVentures.net

From: [Sally Gaskin](#)
To: isaiahsauls@att.net
Cc: [Megan Lasch \(megan@o-sda.com\)](mailto:Megan.Lasch@megan@o-sda.com)
Subject: RE: Diamond Forty-Two, proposed 150 unit affordable apartment development located at 5517 Jackie Robinson Road, Austin, TX 78721
Date: Thursday, August 1, 2019 11:40:00 AM

Mr. Isaiah Sauls, President
Lincoln Garden Association

Dear Mr. Sauls,

Diamond Forty-Two, LLC, would like to let you know that we are working on a proposed 150 unit affordable workforce housing apartment development that will be located within the boundaries of the Lincoln Garden Association. We have just begun the process by submitting a rezoning application for the site to MF-2-NP to allow apartments, as well as working on the site plan and financing.

We would appreciate the opportunity to meet with the neighborhood association at your next meeting to introduce the proposed development, and then follow-up at future meetings to provide updates and hear input from your members. Please let us know when your next meeting is scheduled.

Should you have any question in the interim, please do not hesitate to contact me.

Sincerely,

Sally Gaskin

Consultant, SGI Ventures, Inc.
Representative for Diamond Forty-Two, LLC
5501-A Balcones Drive, Suite 302
Austin, TX 78731
Phone: (713)882-3233
Sally@SGIVentures.net

Sally Gaskin
713-882-3233

From: [Sally Gaskin](#)
To: hogpenna@gmail.com
Cc: [Megan Lasch \(megan@o-sda.com\)](mailto:Megan.Lasch@megan@o-sda.com)
Subject: RE: Diamond Forty-Two, proposed 150 unit affordable apartment development located at 5517 Jackie Robinson Road, Austin, TX 78721
Date: Thursday, August 1, 2019 11:38:00 AM

Ms. Ali A. Ronder, President
Hog Pen Neighborhood Association

Dear Ms. Ronder,

Diamond Forty-Two, LLC, would like to let you know that we are working on a proposed 150 unit affordable workforce housing apartment development that will be located within the boundaries of the Hog Pen Neighborhood Association. We have just begun the process by submitting a rezoning application for the site to MF-2-NP to allow apartments, as well as working on the site plan and financing.

We would appreciate the opportunity to meet with the neighborhood association at your next meeting to introduce the proposed development, and then follow-up at future meetings to provide updates and hear input from your members. Please let us know when your next meeting is scheduled.

Should you have any question in the interim, please do not hesitate to contact me.

Sincerely,

Sally Gaskin

Consultant, SGI Ventures, Inc.
Representative for Diamond Forty-Two, LLC
5501-A Balcones Drive, Suite 302
Austin, TX 78731
Phone: (713)882-3233
Sally@SGIVentures.net

NOTES TO FILE: **Diamond Forty-Two, proposed 150 unit development**
 Located at 5517 Jackie Robinson Road, Austin, TX

FROM: **Sally Gaskin**

RE: **Summary of introduction of proposed Diamond Forty-Two apartment**
 community to EMLK Contact Team on July 15, 2019

We learned on Thursday, July 11 that the EMLK Contact Team had a monthly meeting scheduled on Monday, July 15. Mike Martinez reached out to Angela Garza, Contact Team Chair, to make her aware of the proposed development and requested a few minutes to speak at the meeting.

- Note: Mike Martinez, is a former City Council Member, and also consultant for the development. In addition, Mike lives in the EMLK Neighborhood planning district.
- Sally Gaskin is a O-SDA development team member

Ms. Garza, was very receptive and indicated that it was too late to add us onto the Agenda, but that she would introduce us at the beginning of the meeting and allow us to introduce the development.

We arrived at the meeting a few minutes early and had a great opportunity to visit with Ms. Garza and several of the team members. All were very excited about the proposed development, citing the critical need for affordable housing in the team's geographic area, and also that the timing was particularly good in that another development proposed in the area would be tearing down units, and that our development would potentially offer those residents an affordable option within the neighborhood. Also, since that development is not expected to begin construction until sometime in 2021, it is possible that the Diamond Forty-Two would have units for them to immediately transition to.

Once the meeting started, we were introduced and Mike Martinez and I provided an introduction of the proposed development that is expected to include 150 units of workforce housing serving residents at 50% to 80% AFMI. The contact members had questions that we answered in as much detail as we could given the initial stages of the development. We discussed the fact that we would need to change the zoning from SF3 to most likely MF2. It was also noted that the higher density is in alignment with the FLUM for the proposed development location as it anticipates higher density SFR and/or lower density MF2.

We also committed to working with the Contact Team to gather their input and address any suggestions and/or concerns throughout the process. The next EMLK Contact meeting is scheduled for August 19, and we plan to attend to provide an update on our progress.

Angela
John

next mtg 8/19 Contact team

, next Contact Team Pres

Welcome Everyone!

Agenda: EMLKCT July 15, 2019

7 pm Call Meeting to Order

7:05 pm Co-Chair Ursula will have the floor. A13D prop

7:15 pm Decide how to vote on the Goodwin Project. - Action to support V request - Condition

7:30 pm The Motorola Project Update

7:45 pm Neighborhood Plan Changes - The Process and Intent overlay +
res

8:00 pm Jon has the floor with his intent

8:15 pm Angela's Gratitude Message

8:30 pm Meeting Adjourned

Thank You and we will see everyone soon!!

Chair and Co-Chair

Angela & Ursula

EMLK Combined Contact Team

From: "Ms. Angela Benavides Garza" <msangelabgarza1@gmail.com>

Date: July 11, 2019 at 7:18:50 PM MDT

To: Mike Martinez <mike.martinez.atx@gmail.com>

Subject: Re: contact team meeting

Awesome to hear.

On Thu, Jul 11, 2019, 5:23 PM Mike Martinez <mike.martinez.atx@gmail.com> wrote:
Angela,

Thanks so much for taking my call this evening. I look forward to seeing you on Monday evening at 7pm.

We are in the VERY early stages of a possible affordable housing project within the East MLK Combined Neighborhood Plan. I won't be able to speak to specifics since we actually don't own the site yet and we don't know if the city will participate. What I can speak to is the previous projects that we have done and how we are planning something very similar on this site.

I hope this information helps. Please let me know if you have any questions or if I can try to provide you with more information.

Mike

FYI - I live in the neighborhood too. I'm up in the northern section of the neighborhood plan in Senate Hills neighborhood off 51st.

--

Hon. Mike Martinez

Senior Consultant

J.L. Powers and Associates

512-699-0920

www.jlpowersandassociates.com

Attachment G
Signed City of Austin Good Neighbor Checklist

City of Austin Good Neighbor Checklist

The Neighborhood Housing and Community Development Office (NHCD) offers a Good Neighbor Policy to standardize process and identify expectations for all projects funded through the City of Austin's Rental Housing Development Assistance (RHDA) and Acquisition and Development (A&D) programs. Applicants of these programs are required to prepare and begin implementing a community engagement plan, including neighborhood notification activities. The community engagement plan is required whether the application is for funding for new construction or renovation of an existing building, regardless of whether there is a change in ownership.

A successful community engagement plan leads to open, ongoing two-way communication between developers and neighbors. This requires good-faith efforts and cooperation by developers, City officials and residents. A positive, open dialogue between housing developers and neighbors can prevent misunderstandings, facilitate prompt resolution of any inadvertent misunderstandings, and provide a fair, thoughtful, dependable means of resolving differences.

The following checklist of items is required of all applicants for funding:

(1) Preliminary Research

- ☒ Review the Neighborhood Plan (if applicable)

(2) Neighborhood Notification

- ☒ Notify property owners within at least 500 feet of the site and registered neighborhood organizations with boundaries included in the proposed development site, using a written notice, letter or flyer.

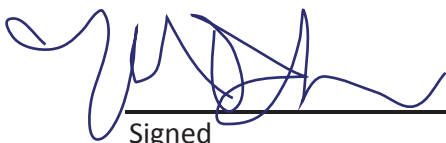
(3) Pre-Application Engagement

- ☒ Contact neighborhood organizations to provide current information about the project, including any neighborhood association whose boundaries are included in the proposed development site and Neighborhood Planning Contact Team (if applicable). *(see full City of Austin Good Neighbor Guidelines for more detailed information on what kind of information may be appropriate to share)*
- ☒ Appoint a Single-Point-of-Contact (SPOC) to serve as the liaison for exchanging information.

(4) Application requirements

- ☐ Provide communications plan
- ☒ Provide documentation showing the content of the notice, and proof of delivery
- ☒ Provide signed copy of this checklist.

I have reviewed and completed all of the above checklist items required by the City of Austin's Good Neighbor Guidelines.



Megan Lasch

8-1-19

Signed

printed name

date

Attachment H
SMART Housing Certification

City of Austin

P.O. Box 1088, Austin, TX 78767
www.cityofaustin.org/housing



Neighborhood Housing and Community Development Department

July 31, 2019 (Revision to letter dated July 22, 2019)

S.M.A.R.T. Housing Certification

Diamond Forty-Two, LLC – Diamond Forty-Two– 5517 Jackie Robinson Street (ID 666)

TO WHOM IT MAY CONCERN:

Diamond Forty-Two, LLC (development contact: Megan Lasch: 830-330-0762 (o); megan@o-sda.com) is planning to develop a **150 unit multi-family** development named Diamond Forty-Two at 5517 Jackie Robinson Street, Austin TX 78721. The project will be subject to a minimum 5 year affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

This revision changes the unit income mix to the following: from 30% of the units (45) at 50% MFI, to 34% of the units (51) at 50% MFI, from 55% of the units (83) at 60% MFI, to 52% of the units (78) at 60% MFI and from 15% of the units (22) at 80% MFI to 14% of the units (21) at 80% MFI.

The applicant has submitted evidence that they have contacted the East MLK Combined Neighborhood Plan Contact Team. The applicant provided documentation where they are being responsive to neighborhood residents concerns.

NHCD certifies that the proposed development meets the S.M.A.R.T. Housing standards at the pre-submittal stage. Since 34% of the units (51) will serve households at or below 50% MFI, and 52% of the units (78) will serve households at or below 60% MFI, and 14% of the units (21) will serve households at or below 80% MFI, the development will be eligible for **100% waiver** of fees listed in Land Development Code, Chapter 25-1-704, as amended or other fees waived under a separate ordinance. The expected fee waivers include, but are not limited to, the following fees.

AWU 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*)

Prior to issuance of building permits and starting construction, the developer must:

- Obtain a signed Conditional Approval from the Austin Energy Green Building Program stating that the plans and specifications for the proposed development meet the criteria for a Green Building Rating. (Contact Austin Energy Green Building: 512-482-5300 or greenbuilding@austinenenergy.com).

- Submit plans demonstrating compliance with the required accessibility or visitability standards.

Before a Certificate of Occupancy will be granted, the development must:

- Pass a final inspection and obtain a signed Final Approval from the Green Building Program. (Separate from any other inspections required by the City of Austin or Austin Energy).
- Pass a final inspection to certify that the required accessibility or visitability standards have been met.
- An administrative hold will be placed on the building permit, until the following items have been completed: 1) the number of affordable units have been finalized and evidenced through a sealed letter from project architect and/or engineer, 2) a Restrictive Covenant stating the affordability requirements and terms has been filed for record at the Travis County Clerk Office.

The applicant must demonstrate compliance with S.M.A.R.T. Housing standards after the after the certificate of occupancy has been issued or repay the City of Austin, in full, the fees waived for this S.M.A.R.T. Housing certification.

Please contact me by phone 512.974.3128 or by email at Sandra.harkins@austintexas.gov if you need additional information.

Sincerely,



Sandra Harkins, Project Coordinator
Neighborhood Housing and Community Development

Cc: Rosa Gonzales, AE
Mashell Smith, ORS

Ellis Morgan, NHCD

Jonathan Orenstein, AWU

Attachment H MOU with ECHO

MOU is in progress and we are committing to 5 CoC units.

Attachment J
Sample MOU with Service Provider



Memorandum of Understanding



This memorandum is between Sustainable Food Center (SFC) and Cambrian East Riverside Apartments (the Undersigned).

SFC, through its program, The Happy Kitchen/*La Cocina Alegre*® (THK) agrees to:

- Offer the six-week community cooking class series at Cambrian East Riverside Apartments, pending class availability for THK and subject to project being built and placed in service.
- For each series, THK will:
 - Provide childcare if applicable, educational and food related materials and supplies, and facilitators to conduct the classes;
 - Assume responsibility to set up and clean up the facility.

The Undersigned agrees to:

- Recruit 18-25 adult participants per series or open the series to community members to fill available spots;
- Pay \$2685 to Sustainable Food Center per series;
- Communicate with THK about construction timelines and provide at least three months' notice of preferred class start dates;
- Provide adequate space, tables and chairs, and a separate place for childcare if applicable, for the duration of the six-week class;
- Provide storage space for cook-kit.

Sustainable Food Center
2129 E. 17th Street, Building C
Austin, TX 78702

Undersigned

Signature

Ronda Rutledge
Name

Executive Director

Title

2/13/2018
Date

Attachment K

Supportive Services Budget

The exact expenses for this Budget will be determined by the Supportive Services Provider and will vary based on the needs of the tenants.

Diamond Forty-Two 150 units

15 Year Rental Housing Operating Pro Forma

July 30, 2019

All Programs Must Complete the following:

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	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 10	YEAR 15
POTENTIAL GROSS ANNUAL RENTAL INCOME	\$2,087,016	\$2,128,756	\$2,171,331	\$2,214,758	\$2,259,053	\$2,494,177	\$2,753,773
Secondary Income	\$ 27,000	\$ 27,540	\$ 28,091	\$ 28,653	\$ 29,226	\$ 32,267	\$ 35,626
POTENTIAL GROSS ANNUAL INCOME	\$2,114,016	\$2,156,296	\$2,199,422	\$2,243,411	\$2,288,279	\$2,526,445	\$2,789,399
Provision for Vacancy & Collection Loss	(\$147,981)	(\$150,941)	(\$153,960)	(\$157,039)	(\$160,180)	(\$176,851)	(\$195,258)
Rental Concessions	\$0						
EFFECTIVE GROSS ANNUAL INCOME	\$1,966,035	\$2,005,356	\$2,045,463	\$2,086,372	\$2,128,099	\$2,349,594	\$2,594,141
EXPENSES							
General & Administrative Expenses	\$ 54,750.00	\$56,393	\$58,084	\$59,827	\$61,622	\$71,436	\$82,814
Management Fee	\$ 98,302	\$ 100,268	\$ 102,273	\$ 104,319	\$ 106,405	\$ 117,480	\$ 129,707
Payroll, Payroll Tax & Employee Benefits	\$ 211,680	\$ 218,030	\$ 224,571	\$ 231,308	\$ 238,248	\$ 276,194	\$ 320,185
Repairs & Maintenance	\$ 79,110	\$ 81,483	\$ 83,928	\$ 86,446	\$ 89,039	\$ 103,221	\$ 119,661
Electric & Gas Utilities	\$ 30,000	\$ 30,900	\$ 31,827	\$ 32,782	\$ 33,765	\$ 39,143	\$ 45,378
Water, Sewer & Trash Utilities	\$ 41,250	\$ 42,488	\$ 43,762	\$ 45,075	\$ 46,427	\$ 53,822	\$ 62,394
Annual Property Insurance Premiums	\$ 51,000	\$ 52,530	\$ 54,106	\$ 55,729	\$ 57,401	\$ 66,543	\$ 77,142
Property Tax	\$ 267,015	\$ 275,025	\$ 283,276	\$ 291,774	\$ 300,528	\$ 348,394	\$ 403,884
Reserve for Replacements	\$ 37,500	\$ 38,625	\$ 39,784	\$ 40,977	\$ 42,207	\$ 48,929	\$ 56,722
Supportive Services (\$12k) and TDHCA Compliance Fees (\$6k)	\$ 18,000	\$ 18,540	\$ 19,096	\$ 19,669	\$ 20,259	\$ 23,486	\$ 27,227
TOTAL ANNUAL EXPENSES	\$888,607	\$914,282	\$940,708	\$967,906	\$995,900	\$1,148,648	\$1,325,114
NET OPERATING INCOME	\$1,077,428	\$1,091,074	\$1,104,755	\$1,118,466	\$1,132,199	\$1,200,945	\$1,269,027
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255	\$894,255
Second Deed of Trust Annual Loan Payment	0	0	0	0	0	0	0
Third Deed of Trust Annual Loan Payment							
Other Annual Required Payment							
Other Annual Required Payment							
NET CASH FLOW	\$183,173	\$196,819	\$210,500	\$224,211	\$237,944	\$306,690	\$374,772
CUMULATIVE NET CASH FLOW	\$183,173	\$379,992	\$590,492	\$814,702	\$1,052,646	\$2,448,645	\$4,186,847
Debt Coverage Ratio	1.20	1.22	1.24	1.25	1.27	1.34	1.42

Attachment L

Maps

Attachment M

Zoning Verification Letter

A copy of the submitted zoning application and receipt of submittal are included.



City of Austin

P.O. Box 1088, Austin, Texas 78767

RECEIPT

Receipt
No.: 6975974

Payment
Date: 08/01/2019

Invoice
No.: 7034770

Description: Zoning

Sub Description: Zoning/Rezoning

Work Description:

Payer Information

Company/Facility Name: O-SDA Industries LLC

Payment Made By: Megan Lasch

5501-A BALCONES DRIVE Suite 302
AUSTIN TX 78731

Phone No.: (830)330-0762

Payment Method: Check

Payment Received: \$0.00

Amount Applied: \$0.00

Cash Returned: \$0.00

Comments: SMART Housing

Additional Information

Department Name: Development Services Department

Receipt Issued By: Zachary Whitaker

Receipt Details

FAO Codes	FAO Description	Internal Ref. No.	Address	Permit/Case No.	Amount
1000 6800 9100 4181	Regular Rezoning Zoning	12290884	5511 JACKIE ROBINSON ST	2019-160950-ZC	\$0.00
1000 6800 9100 4181	Regular Rezoning Zoning	12290884	5511 JACKIE ROBINSON ST	2019-160950-ZC	\$0.00
5090 5300 9300 4177	Regular Rezoning Dev	12290884	5511 JACKIE ROBINSON ST	2019-160950-ZC	\$0.00
1000 6800 9100 4060	Sign Fee - PAZ	12290884	5511 JACKIE ROBINSON ST	2019-160950-ZC	\$0.00
5090 5300 9300 4192	Basic Notification	12290884	5511 JACKIE ROBINSON ST	2019-160950-ZC	\$0.00
5090 5300 9300 4177	Regular Rezoning Dev	12290884	5511 JACKIE ROBINSON ST	2019-160950-ZC	\$0.00
1000 6800 9100 4060	Sign Fee - PAZ	12290884	5511 JACKIE ROBINSON ST	2019-160950-ZC	\$0.00

5090 5300 9300 4192	Basic Notification	12290884	5511 JACKIE ROBINSON 2019-160950-ZC ST	\$0.00
5090 5300 9300 4192	Newspaper Notification	12290884	5511 JACKIE ROBINSON 2019-160950-ZC ST	\$0.00
5090 5300 9300 4192	Newspaper Notification	12290884	5511 JACKIE ROBINSON 2019-160950-ZC ST	\$0.00
5090 5300 9996 4066	Development Services Surcharge	12290884	5511 JACKIE ROBINSON 2019-160950-ZC ST	\$0.00
5090 5300 9996 4066	Development Services Surcharge	12290884	5511 JACKIE ROBINSON 2019-160950-ZC ST	\$0.00
TOTAL :				\$0.00

2019 160950 14 00 ZC Zoning

Type ZC Zoning	Status In Review
Sub Type Zoning/Rezoning	Parent ID
Work	Row ID 12290884
Group Development Review	

Primary Property

Address 5511 JACKIE ROBINSON STREET, T...	Roll 0210210614	Prop ID 5406072	Folder Unit
AUSTIN, Texas, 78721, USA			

Location ABS 22 SUR 29 TANNEHILL J C ACR 1.020 * TRT 20 UNRECORDED (1-D-1)

Tracking Dates and Reference Information

In Date Aug 01, 2019	Issue/Approve	Expires Jul 26, 2020
Ref. No. C14-2019-0107.SH	Issued By	Final Date
Name Diamond Forty-Two		Priority

Description

The applicant proposes to rezone approximately 6.149 acres from SF-3-NP, SF-3-NP, SF-3-NP, SF-3-NP and SF-3-NP to MF-;

Conditions**Indicators**

Violation

ZONING

APPLICATION FOR ZONING

DEPARTMENT USE ONLY

APPLICATION DATE _____	FILE NUMBER(S) _____	
TENTATIVE ZAP/PC DATE _____	TENTATIVE CC DATE _____	
CASE MANAGER _____	CITY INITIATED	YES NO
APPLICATION ACCEPTED BY _____	ROLLBACK	YES NO

PROJECT DATA

OWNER'S NAME: <u>Mgan Lasch (Owner's Agent)</u>	
PROJECT NAME: <u>Diamond Forty-Two</u>	
PROJECT STREET ADDRESS (or Range): <u>5511-5519 Jackie Robinson</u>	
Street _____	ZIP <u>78721</u> COUNTY: <u>Travis</u>

If project address cannot be defined, provide the following information:

_____	ALONG THE _____	SIDE OF _____	APPROXIMATELY _____
<i>Frontage ft.</i>		<i>(N,S,E,W)</i>	<i>Frontage road</i>
_____	FROM ITS INTERSECTION WITH _____		
<i>Distance</i>	<i>Direction</i>		<i>Cross street</i>
TAX PARCEL NUMBER(S): _____			

Is Demolition proposed? Yes

If Yes, how many residential units will be demolished? 1 Unknown _____

Number of these residential units currently occupied**: 1

Is this zoning request to rezone a parcel that contains an existing mobile home park with five or more occupied units?** No If Yes, how many? _____

Type of Residential Unit: SF, duplex, triplex, townhouse/condo, multi-family, manufactured home: Multi-Family

Number of Proposed Residential units (if applicable): 150 If Yes, how many of the following:

_____ 1 Bedroom <u>43</u> Affordable	_____ 2 Bedroom <u>61</u> Affordable
_____ 3 Bedroom <u>46</u> Affordable	_____ 4 or more Bedroom _____ Affordable _____ Unknown

** If 5 or more, tenant notification may be required and a certified form may be required with your application (LDC 25-1-712).

Tenants must receive notification at least 270 days before the application is eligible for final ordinance readings by City Council.

AREA TO BE REZONED: ACRES 6.14 9 OR SQ FT _____

Existing Zoning	Existing Use	Tract #	# of Acres/SF	Max # of Res Units Per Acre
<u>SF-3-NP</u>	<u>Undeveloped</u>	<u>201278</u>	<u>1.02</u>	_____
<u>SF-3-NP</u>	<u>Undeveloped</u>	<u>201279</u>	<u>1.04</u>	_____
<u>SF-3-NP</u>	<u>Residential</u>	<u>201280</u>	<u>1.16</u>	_____
<u>SF-3-NP</u>	<u>Undeveloped</u>	<u>201281 & 201282</u>	<u>1.44 and 1.47</u>	_____
Proposed Zoning	Proposed Use	Tract #	Proposed # of Acres/SF	Max # of Res Units Per Acre
<u>MF-2-NP</u>	<u>Multi-Family</u>	_____	<u>6.15</u>	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Name of Neighborhood Plan: East MLK Combined Neighborhood Plan

ZONING

RELATED CASES

NEIGHBORHOOD PLAN AMENDMENT (YES <input checked="" type="radio"/> NO)	FILE NUMBER: _____
ACTIVE ZONING CASE (YES <input checked="" type="radio"/> NO)	FILE NUMBER: _____
RESTRICTIVE COVENANT (YES <input checked="" type="radio"/> NO)	FILE NUMBER: _____
SUBDIVISION (YES <input checked="" type="radio"/> NO)	FILE NUMBER: _____
SITE PLAN (YES <input checked="" type="radio"/> NO)	FILE NUMBER: _____

PROPERTY DESCRIPTION

(For the portion affected by this application) Provide either subdivision reference OR metes & bounds description.

1. **SUBDIVISION REFERENCE:** Name: _____ Block(s) _____

2. **METES AND BOUNDS** (Attach two copies of certified field notes) **FILE NUMBER:** _____

DEED REFERENCE OF DEED CONVEYING PROPERTY TO THE PRESENT OWNER:

VOLUME: _____ PAGE: _____ OR DOCUMENT # _____

SQ. FT: _____ or ACRES _____

Is this a SMART Housing Project? Yes No

If residential, is there other Tax Credits or Local/State/Federal funding? Yes No

OTHER PROVISIONS

IS A VARIANCE TO THE SIGN ORDINANCE BEING REQUESTED? Yes No

IS PROPERTY IN A COMBINING DISTRICT / OVERLAY ZONE? Yes No

TYPE OF COMBINING DIST/OVERLAY ZONE (NP, NCC, CVC, WO, etc) _____

NATIONAL REGISTER DISTRICT? Yes No

URBAN RENEWAL ZONE? Yes No

IS A TIA REQUIRED? Yes No TRIPS PER DAY: _____

GRID NUMBER (S) _____

WATERSHED: _____ WS CLASS: _____

WATER UTILITY PROVIDER: _____

WASTEWATER UTILITY PROVIDER: _____

ELECTRIC UTILITY PROVIDER: _____

SCHOOL DISTRICT: _____

OWNERSHIP INFORMATION

TYPE OF OWNERSHIP ☐ SOLE ☐ COMMUNITY PROPERTY ☐ PARTNERSHIP ☐ CORPORATION ☐ TRUST
If ownership is other than sole or community property, list the individuals, partners, principals, etc. below or attach a separate sheet.

ZONING

OWNER INFORMATION

SIGNATURE: William Moseley dotloop verified
07/30/19 5:04 PM CDT
TW6F-7REJ-8CZQ-W7RR

NAME: William Moseley

FIRM NAME: _____

TELEPHONE NUMBER: 512.695.2703

STREET ADDRESS: 5517 Jackie Robinson St

CITY/STATE/ZIP: Austin, Texas 78721

AGENT / PRINCIPAL CONTACT (If applicable)

SIGNATURE: Megan Lasch

NAME: Megan Lasch

FIRM NAME: O-SDA Industries, LLC

TELEPHONE NUMBER: (830) 330-0762

STREET ADDRESS: 5501-A Balcones Drive #302

CITY/STATE/ZIP Austin, Texas 78731

CONTACT PERSON: Megan Lasch TELEPHONE NUMBER: (830) 330-0762

ZONING

CITY OF AUSTIN TRAFFIC IMPACT ANALYSIS (TIA) DETERMINATION WORKSHEET

APPLICANT MUST FILL IN WORKSHEET PRIOR TO SUBMITTING FOR TIA DETERMINATION

PROJECT NAME: Diamond Forty-Two

LOCATION: 5517 Jackie Robinson Street Austin TX 78721

APPLICANT: Megan Lasch

TELEPHONE NO: (830) 330-0762

APPLICATION STATUS: DEVELOPMENT ASSESSMENT: _____

ZONING: ☒

SITE PLAN: _____

FOR OFFICE USE ONLY

EXISTING:

TRACT NUMBER	TRACT ACRES	BLDG SQ.FT.	ZONING	LAND USE	L.T.E CODE	TRIP RATE	TRIPS PER DAY
201278	1.020	N/A	SF-3-NP	Undeveloped			
201279	1.039	N/A	SF-3-NP	Undeveloped			
201280	1.16	1,500	SF-3-NP	Residential	210	FCE	15
201281/201282	1.44/1.47	N/A	SF-3-NP	Undeveloped			

FOR OFFICE USE ONLY

PROPOSED

TRACT NUMBER	TRACT ACRES	BLDG SQ.FT.	ZONING	LAND USE	L.T.E CODE	TRIP RATE	TRIPS PER DAY
201278-82	6.149	54,020 sf	MF-2-NP	Multi-Family	221	180/acre	1106
		150					

FOR OFFICE USE ONLY

ABUTTING ROADWAYS

STREET NAME	PROPOSED ACCESS?	PAVEMENT WIDTH	CLASSIFICATION
Jackie Robinson Street	Yes		

FOR OFFICE USE ONLY

A traffic impact analysis is required. The consultant preparing the study must meet with a transportation planner to discuss the scope and requirements of the study before beginning the study.

☒ A traffic impact analysis is NOT required. The traffic generated by the proposal does not exceed the thresholds established in the Land Development Code.

The traffic impact analysis has been waived for the following reason: _____

A neighborhood traffic analysis will be performed by the City for this project. The applicant may have to collect existing traffic counts. See a transportation planner for information.

REVIEWED BY: A. Mitchell DATE: 8/01/2019

DISTRIBUTION: _____
_____ FILE _____ CAP. METRO _____ TXDOT _____ TRANS. REV. _____ TRAVIS CO. _____ TRANS DEPT.

TOTAL COPIES: _____

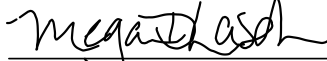
NOTE: A TIA determination must be made prior to submittal of any zoning or site plan application, therefore, this completed and reviewed form MUST ACCOMPANY any subsequent application for the IDENTICAL project. CHANGES to the proposed project will REQUIRE a new TIA determination to be made.

ZONING

SUBMITTAL VERIFICATION

My signature attests to the fact that the attached application package is complete and accurate to the best of my knowledge. I understand that City staff review of this application is dependent upon the accuracy of the information provided and that any inaccurate or inadequate information provided by me/my firm/etc., may delay the review of this application.

PLEASE TYPE OR PRINT NAME BELOW SIGNATURE AND INDICATE FIRM REPRESENTED, IF APPLICABLE.



Signature

Date

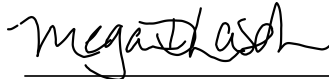
Name (Typed or Printed)

Firm

INSPECTION AUTHORIZATION

As owner or authorized agent, my signature authorizes staff to visit and inspect the property for which this application is being submitted.

PLEASE TYPE OR PRINT NAME BELOW SIGNATURE AND INDICATE FIRM REPRESENTED, IF APPLICABLE.



Signature

Date

Name (Typed or Printed)

Firm

ZONING

ACKNOWLEDGMENT FORM

concerning
Subdivision Plat Notes, Deed Restrictions
Restrictive Covenants

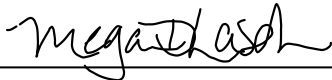
I, _____ have checked the subdivision plat notes,
(Print name of applicant)

deed restrictions, and/or restrictive covenants prohibiting certain uses and/or requiring certain development restrictions i.e. height, access, screening etc. on this property, located at:

(Address or Legal Description)

If a conflict should result with the request I am submitting to the City of Austin due to subdivision plat notes, deed restrictions, and/or restrictive covenants, it will be my responsibility to resolve it. I also acknowledge that I understand the implications of use and/or development restrictions that are a result of a subdivision plat notes, deed restrictions, and/or restrictive covenants.

I understand that if requested, I must provide copies of any and all subdivision plat notes, deed restrictions, and/or restrictive covenants as information which may apply to this property.



(Applicant's signature)

(Date)

POSTPONEMENT POLICY ON ZONING HEARINGS

- © Sets a postponement date and time at the City Council hearing so that renotification of residents and property owners is not necessary.
- © Limits the time a hearing can be postponed to two months for both proponents and opponents, unless otherwise approved by Council so that renotification of residents and property owners is not necessary.
- © Allows only one postponement for either side, unless otherwise approved by Council.
- © Requires that all requests for postponements be submitted in writing to the director of the Planning and Zoning Department at least one week prior to the scheduled Council meeting. The written request must specify reasons for the postponement.
- © The Director of the Planning and Zoning Department shall provide a recommendation regarding the validity of the postponement request as the Director deems appropriate.
- © Eliminates the automatic granting of a postponement of the first request.
- © Authorizes Council to consider requests that are not submitted timely.

Council action December 12, 1996



EXHIBIT VIII

EDUCATIONAL IMPACT STATEMENT (EIS) DETERMINATION PART A

If your project is located in one or more of the following school districts, and requires Land Use Commission review; and meets one of the requirements listed below, an Educational Impact Statement is required.

<input type="checkbox"/> YES	<input type="checkbox"/> NO	100 or more single family units are proposed
<input type="checkbox"/> YES	<input type="checkbox"/> NO	200 or more multifamily units are proposed
<input type="checkbox"/> YES	<input type="checkbox"/> NO	100 or more multifamily units are proposed and a tax credit is requested
<input type="checkbox"/> YES	<input type="checkbox"/> NO	project will demolish more than 50 residential existing units in a structure more than 20 years old

Please check the appropriate school district(s).

- ☐ Austin Independent School District
- ☐ Leander Independent School District
- ☐ Pflugerville Independent School District
- ☐ Hays County Independent School District
- ☐ Del Valle Independent School District
- ☐ Round Rock Independent School District
- ☐ Manor Independent School District

If an Educational Impact Statement (EIS) is required, please complete the Educational Impact Analysis (EIA) Part B.

ZONING



EDUCATIONAL IMPACT ANALYSIS FORM Part B

OFFICE USE ONLY

CASE MANAGER: _____

APPLICANT / AGENT: _____

CASE NUMBER: _____

PROJECT NAME: _____

PROJECT ADDRESS: _____

PROPOSED USE: _____

EXISTING RESIDENTIAL UNITS

Existing number of Residential Units: _____

Number of existing residential units to be demolished: _____

Age of units to be demolished: _____

PROPOSED DEVELOPMENT

Gross Project Acreage: _____

Number of lots: _____

Lots per acre: _____

PROPOSED RESIDENTIAL UNITS

Proposed number of Residential Units: _____

Size of proposed units in square feet (specify range): _____ to _____

Number of bedrooms per unit: _____ 1 to 3 bedrooms

ZONING

ESTIMATED SELLING / RENTAL PRICE (EXISTING AND PROPOSED)

Estimated selling price of units (specify range): _____ to _____

Estimated rental rates (if applicable): _____

Range of monthly rental rates to be demolished: _____ to _____

Estimated increase in rental rates (specify percentage of increase): _____

If project is multifamily, will a tax credit be applied for as part of the Smart HousingTM Program? _____

Number of Certified Affordable Dwelling Units (Proposed or Existing) _____

OFF-SITE FAMILY AMENITIES EXISTING WITHIN ONE MILE OF PROJECT

(Open to the public – attach location plan)

Parks / Greenbelts: _____

Recreation Centers: _____

Public Schools: _____

PARKLAND DEDICATION

Parkland dedication required? ☐ YES ☐ NO

If yes, please indicate if applicant plans to request fee in lieu or provide parkland:

Fee: ☐ YES ☐ NO

Land: ☐ YES ☐ NO

ON-SITE FAMILY AMENITIES PROPOSED

Will space be provided for childcare services? ☐ YES ☐ NO ☐ Unknown at this time

Amount of open space required in acres: _____

Amount of open space provided in acres: _____

Other proposed amenities (pools, clubhouse, recreation area): _____

TRANSPORTATION LINKAGES

Closest Public Transit Location: _____

Pedestrian / Bike Routes: _____



Determination of Planning Commission or Zoning & Platting Commission Assignment

I, _____, owner or authorized agent
for the following project,

Project Name: _____

Project Street Address: _____

Case Number: _____

Check One:

☐ I have verified that this project **does** fall within the boundaries of an approved neighborhood plan or a proposed plan as defined in the City of Austin Land Development Code Section 25-1-46(D), see back of this page. Plan Amendment applications can be filed during February for planning areas on the west side of I.H.-35 or July for planning areas on the east side of I.H.-35. **Please contact Maureen Meredith in Planning & Zoning Department at (512) 974-2695 or at maureen.meredith@austintexas.gov so she can determine if a plan amendment application is required with your rezoning case.** Name of neighborhood plan: _____

- **Note: South Lamar Combined Planning Area (Barton Hills, Zilker, & Galindo) is a suspended planning area and no plan amendment application is required for zoning change applications. Zoning applications can be filed anytime of the year.**

☐ I have verified that this project falls within the East Riverside Corridor Plan. **Zoning changes in this area do not require a plan amendment application and can be filed anytime of the year.**

Commission assigned: **Planning Commission**

☐ I have verified that this project **does not** fall within the boundaries of an approved neighborhood plan.

Commission assigned: **Zoning and Platting Commission**

I understand if I have not accurately determined if my project falls inside or outside the boundaries of an approved neighborhood plan, I may experience delays in processing my project through the appropriate commission.

Owner or Agent Signature: _____

Date: _____



Memorandum

To: Intake Division

From: Maureen Meredith, Senior Planner
PAZ (512-974-2695)

Date: August 1, 2019

Subject: 5511-5519 Jackie Robinson St.

The above properties are located within the East MLK Combined Neighborhood Planning Area (MLK-183).

The applicant proposes a zoning change from SF-3-NP to MF-2-NP.

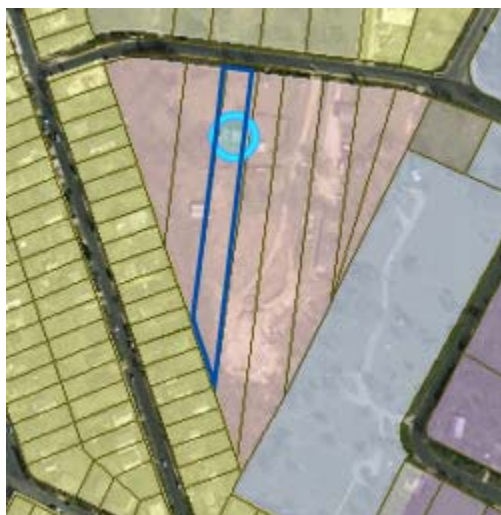
Current land use on FLUM: **Mixed Residential**.

Proposed land use through proposed zoning change: **Mixed Residential**.

A plan amendment will NOT be required.

Please call me if you have any questions.

Maureen



Attachment N
Evidence of Site Control

Executed Contract is Provided.

20190689



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2016

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

Seller: Mr. William D Mosely

Address: 5517 Jackie Robinson Street, Austin, TX 78721

Phone: 512-743-7885

E-mail: jkunzinger@kw.com

Fax: _____

Other: _____

Buyer: Saigebrook Development, LLC and/or assigns

5501-A Balcones Dr #302 Austin, Texas 78731

Address: _____

Phone: (512)383-5470

E-mail: megan@o-sda.com

Fax: _____

Other: lisa@saigebrook.com

2. **PROPERTY:**

- A. "Property" means that real property situated in Travis County, Texas at 5511, 5515, 5517 & 5519 Jackie Robinson Street, Austin, TX 78721 (address) and that is legally described on the attached Exhibit A _____ or as follows:

- B. Seller will sell and convey the Property together with:

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

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

- A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing	\$ <u>30,000</u>
(2) Sum of all financing described in Paragraph 4	\$ <u>2,670,000</u>
(3) Sales price (sum of 3A(1) and 3A(2))	\$ <u>2,700,000</u>

WM
07/26/19
5:45 PM CDT
dotloop verified

LS
DS

Commercial Contract - Unimproved Property concerning 6.149 ac 5517 Jackie Robinson Street, Austin, TX 78721**B. Adjustment to Sales Price: (Check (1) or (2) only.)**☒ (1) The sales price will not be adjusted based on a survey.☐ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$ _____ per:

☐ (i) square foot of ☐ total area ☐ net area.☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (i) public roadways;☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and☐ (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:☐ A. ~~Third Party Financing: One or more third party loans in the total amount of \$ _____ This contract:~~☐ (1) ~~is not contingent upon Buyer obtaining third party financing.~~☐ (2) ~~is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).~~☐ B. ~~Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.~~☐ C. ~~Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.~~**5. EARNEST MONEY:**A. Not later than ² days after the effective date, Buyer must deposit \$ 15,000.00 as earnest money with Capstone Title, Billy E. Mullins, Esq, Escrow Officer (title company) at 901 MoPac Expressway, Building II, Ste 150 (address) Austin, TX 78746 (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money. See Addendum to Commercial Contract - Unimproved PropertyB. ~~Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:~~☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or☐ (ii) _____~~Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.~~

Commercial Contract - Unimproved Property concerning 6.149 ac 5517 Jackie Robinson Street, Austin, TX 78721

~~G. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.~~

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

A. Title Policy:

~~(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:~~

- ~~(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.~~

~~(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:~~

- ☐ ~~(a) will not be amended or deleted from the title policy.~~
☐ ~~(b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.~~

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

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

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

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

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

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

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

Commercial Contract - Unimproved Property concerning 6.149 ac 5517 Jackie Robinson Street, Austin, TX 78721

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

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

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

7. PROPERTY CONDITION:

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

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

☒ (1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 1,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

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

C. Inspections, Studies, or Assessments:

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

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

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

D. Property Information:

- (1) Delivery of Property Information: Within 14 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*
- ☐ (a) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - ☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - ☐ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
 - ☐ (d) copies property tax statements for the Property for the previous 2 calendar years;
 - ☐ (e) plats of the Property;
 - ☐ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - ☒ (g) Copies of all documents in the sellers possession

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

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

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

8. LEASES:

- A. ~~Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:~~

- ~~(1) any failure by Seller to comply with Seller's obligations under the leases;~~
- ~~(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;~~
- ~~(3) any advance sums paid by a tenant under any lease;~~
- ~~(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and~~

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

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

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Jean D. Grubb

Keller Williams Realty, KW Commercial

Agent: Jeremy E. Kunzinger

Address: Keller Williams Realty & KW Comm
1801 S Mopac Suite 100 Austin, TX 78746

Phone & Fax: 512-7437885

E-mail: jkunzinger@kw.com

License No.: 0665416

Cooperating Broker: Sally A. Gaskin

Agent:

Address: 206 E. Live Oak Street, #D
Austin, TX 78704

Phone & Fax: 713-882-3233

E-mail: Sally@SGIVentures.net

License No.: 0353183

Principal Broker: (Check only one box.)

☒ represents Seller only.

☐ represents Buyer only.

☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

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

(Complete the Agreement Between Brokers on page 13 only if (1) is selected.)

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

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

Principal Broker a total cash fee of:

☒ _____ % of the sales price.

☒ separate agreement

Cooperating Broker a total cash fee of:

☒ _____ % of the sales price.

☒ separate agreement

The cash fees will be paid in Travis County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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

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

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10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) ☐ _____ days after the expiration of the feasibility period.
☒ June 30, 2020 (specific date).
☒ See Addendum to Commercial Contract - Unimproved Property

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

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

C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

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

E. At closing, Buyer will:

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

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

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*
See Addendum to Commercial Contract - Unimproved Property

13. SALES EXPENSES:

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

14. PRORATIONS:

- A. **Prorations:**
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. **Rollback Taxes:** If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

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15. DEFAULT:

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

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

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

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

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

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

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

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
- (1) Seller and the sales price will be reduced by the same amount; or
- (2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

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- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

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

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

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

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

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

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas.

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

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

D. Addenda which are part of this contract are: *(Check all that apply.)*

- ☒ (1) Property Description Exhibit identified in Paragraph 2;
☐ (2) Commercial Contract Financing Addendum (TAR-1931);
☐ (3) Commercial Property Condition Statement (TAR-1408);
☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
☐ (6) Addendum for Coastal Area Property (TAR-1915);
☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
☒ (8) Information About Brokerage Services (TAR-2501); and
☒ (9) Addendum to Commercial Contract - Unimproved Property

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

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

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

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

25. **ADDITIONAL NOTICES:**

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

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- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- 26. CONTRACT AS OFFER:** The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on _____, the offer will lapse and become null and void.

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

Seller: William Moseley

Buyer: Saigebrook Development, LLC

By: _____
By (signature) William Moseley
Printed Name: William Moseley
Title: Owner

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WMAY-ARVR-WQ8A-IWU9

By: _____
By (signature) Lisa Stephens
Printed Name: Lisa Stephens
Title: President

DocuSigned by:

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

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

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay Sally Gaskin, SGI Ventures, Inc. (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

☐ \$ _____, or
☐ _____ % of the sales price, or
☐ _____ % of the Principal Broker's fee.

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

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: Doug Booth, Bill Brown
Sneed, Vine & Perry, P. C.

Address: _____

Phone & Fax: (512) 476-6955 main line

E-mail: bbrown@sneedvine.com, dbooth@sneedvine.com

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

☒ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney: Robert Cheng
Shutts & Bowen, LLP

Address: 200 South Biscayne Boulevard, Suite 4100,

Miami, FL 33131

Phone & Fax: _____

E-mail: RCheng@shutts.com

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

☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of

☒ A. the contract on this day 7/29/19 (effective date);
☒ B. earnest money in the amount of \$ 15,000 in the form of Wire
on 7/30/19

Title company: Capstone Title

By: [Signature]

Assigned file number (GF#): 20190689

Address: 901 S. Mopac Expwy Bldg 11, Ste 150

Austin, TX 78746

Phone & Fax: 512-270-4755 / 512-351-2464

E-mail: billym@capstonetitletx.com
belinda.z@capstonetitletx.com

EXHIBIT A : LEGAL DESCRIPTION – Jackie Robinson 6.149 AC

Address: JACKIE ROBINSON ST

1 NATP Native Pasture 1.4700 64033.20

Account

Property ID: 201282 Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 1.47 *TRT 16 (1-D-1)
Geographic ID: 0210210618 Zoning: SF3

Address: 5519 JACKIE ROBINSON ST

1 NATP Native Pasture 1.4400 62726.40

Account

Property ID: 201281 Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 1.44 *TRT 17 (1-D-1)
Geographic ID: 0210210617 Zoning: SF3

Address: 5517 JACKIE ROBINSON ST

1 LAND Land 1.1600 50529.60

Improvement #1: 1 FAM DWELLING State Code: E1

Account

Property ID: 201280 Legal Description: TRT 18 MOSELEY BROTHERS SUBD
Geographic ID: 0210210616 Zoning: SF3

Address: 5515 JACKIE ROBINSON ST

1 NATP Native Pasture 1.0390 45258.84

Account

Property ID: 201279 Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 1.039 *TRT 19
UNRECORDED (1-D-1)
Geographic ID: 0210210615 Zoning: SF3

Address: 5511 JACKIE ROBINSON ST

1 NATP Native Pasture 1.0200 44431.20

Account

Property ID: 201278 Legal Description: ABS 22 SUR 29 TANNEHILL J C ACR 1.020 * TRT 20
UNRECORDED (1-D-1)
Geographic ID: 0210210614 Zoning: SF3