



City of Austin, Texas

Rental Housing Development Assistance Application

April 26, 2019





April 25, 2019

City of Austin
Neighborhood Housing and Community Development
1000 E. 11th St., Suite 200
Austin, Texas 78702

Re: Request for Proposal for Rental Housing Development Assistance Funding—

City of Austin,

We are most pleased on behalf of our development team ("the Team"); O-SDA Industries, LLC ("O-SDA") and Saigebrook Development, LLC ("Saigebrook") to submit this response to the RFP for \$4,000,000 in Rental Housing Development Assistance Funding for Vi Collina Development. O-SDA and Saigebrook will jointly serve as the owner/developer of Vi Collina, LLC. O-SDA and Saigebrook Development and their respective principals, Megan Lasch and Lisa Stephens specialize in providing first-class workforce housing communities in urban core and suburban areas.

Megan Lasch and Lisa Stephens together have secured 19 allocations of Housing Tax Credits in the last 9 application cycles in Texas and have financed and closed approximately 5,000 units in the southeastern United States.

The proposed development, Vi Collina, will be new construction development and will provide an expansion of high quality, affordable, sustainable housing that will redevelop the property located at 2401 Oltorf, to its highest and best use. This 4.954 acre mixed-income community will consist of approximately 190 units, of which 175 units are targeted as affordable housing at 30-60% AMI and the remaining 15 units for market rate housing and will become a significant asset within the East Riverside/Oltorf Neighborhood. The leveraging of federal housing tax credits, along with local funds will allow for the redevelopment of the site.

The community surrounding Vi Collina offers accessibility to education, transportation, employment opportunities, and recreational and commercial services. Vi Collina is located in the East Riverside/Oltorf Neighborhood.

We hope that we can be selected as a partner in Austin's initiative to expand affordable housing options for the families of Austin. We believe this development is consistent with Austin's key housing goals of increasing the supply of quality, affordable, accessible housing and creating mixed-income communities



O-SDA and Saigebrook have applied for 9% housing tax credits from Texas Department of Housing and Community Affairs (TDHCA) in the 2019 application cycle and expects to be a highly competitive application however, we feel this development will be better served as a 4% TDHCA Bond deal. This alternative financing will allow more affordable units to be constructed and more Austin households to have the opportunity for quality, affordable housing. **With this submittal, the applicant hereby requests an allocation of \$4,000,000 for this development's 52 units at 50% AMI or below.**

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 at (830) 330-0762 concerning this Response.

Sincerely,

A handwritten signature in black ink, appearing to read "M Lasch", written over a horizontal line.

Megan Lasch
O-SDA Industries, LLC
5501-A Balcones Dr. #302
Austin, TX 78731



Section 1

Applicant Entity

- a. Introduction-O-SDA Industries, LLC and Saigebrook Development's dedicated team includes Megan Lasch, Principal of O-SDA and Project Manager, Lisa Stephens as Principal of Saigebrookk and Development Manager, Jeff Piatt and Alice Cruz as Development Associates for Vi Collina. 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 O-SDA/Saigebrook 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, Megan Lasch and Lisa Stephens, have more than 12 years of experience in developing, financing and operating construction projects, including affordable housing. They has secured and/or developed 19 allocations of 9% Housing Tax Credits in the last 9 application cycles in Texas and has helped to finance and close approximately 5,000 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. As both O-SDA and Saigebrook are small firms both 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 done 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 NHCA and the Housing Authority of the City of Austin. 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. See **Attachment B**, O-SDA/Saigebrook have many projects, all of which are unique in the number and level of affordability of the units. The developers have a great working relationship with City of Austin and has established an exemplary performance record. More references can be made available, if needed.
- ii. See **Attachment B**, O-SDA/Saigebrook have many projects, all of which are unique in their timelines and potential delays experienced. The developers have a great working relationship with the City of Austin and has established an exemplary performance record. More references can be made available, if needed.
- iii. 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. The developers have a great working relationship with City of Austin and has established an exemplary performance record. More references can be made available, iff needed.

e. Financial Capacity

- i. Current financial statement-Will be submitted upon request prior to award contract being executed.
- ii. Proof of sufficient reserves or line of credit-Will be submitted upon request prior to award contract being executed.





Section 2

Development Team

Developer-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.



Ms. 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.



	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

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.

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.

Lenders-Lenders 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.

Engineers-TBD

General Contractor and Sub-Contractors-TBD after construction plans are more complete and able to be bid out.

Consultants-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. 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.
- b. O-SDA Industries and Saigebrook Development certify 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. O-SDA Industries and Saigebrook Development certify 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.





Accolade Property Management, Inc.

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 | <p>ACCOLADE PROPERTY MANAGEMENT, INC.
Regional Supervisor/Property Manager, 2008 - Current</p> <ul style="list-style-type: none">❑ 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 | <p>MIDWEST PROPERTY MANAGEMENT
Assistant Property Manager, 2007 - 2008</p> <ul style="list-style-type: none">❑ 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.



Section 4

Project Proposal

a. Project Description

- i. Tenant Population will be single persons and families with targeted at various levels of Area Median Income, 30%, 50%, 60%, and Market. 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.



- ii. No units will be reserved for tenants with Housing Choice Vouchers; however, tenants with vouchers will be accepted.
- iii. 19 units will be Mobility accessible and 4 will be Hearing/Visual accessible for a total of 23 units. All units will be adaptable since the buildings will be elevator served.
- iv. The development increased the number of affordable housing units and, as the project is a TDHCA development, will have a low vacancy rate. Both of these factors allow the project to contribute to the Neighborhood Plan.
- v. Summary of key financial of project-Vi Collina is an approximately \$37,974,000 project, with an estimated \$11,128,000 coming from TDHCA's Low Income Housing Tax Credit program, \$19,800,000 in tax-exempt bonds, \$4,000,000 coming from RHDA funds is being requested with the intended use of helping with land acquisition and pre-development costs, and the remaining approximately \$2,046,000 coming from deferred developer fee. For a more detailed Sources and Uses budget, see **Attachment Q**. Vi Collina is a top-ranked 9% project in Region 7, however, the Developer is hopeful for the 4% tax credit award to be given in the coming months to allow more households to be served.

- vi. Relocation is not applicable as property is currently vacant/unimproved.
- vii. Vi Collina does not meet Vertical Mixed Use, Planned Unit Development or TOD or other density bonuses.
- viii. How meets SMART Housing requirements. SMART Housing Certification is **Attachment G:**

Safe-Vi Collina will be safe by utilizing on-site cameras, encouraging one staff member (property manager or maintenance technician) to live on-site, and lastly by engaging with the community and police force. O-SDA and Saigebrook have a history of engaging with Neighborhood Police Officers, lots of camera coverage, etc. which results in rave reviews from Police Officers across the state.

Mixed Income-Vi Collina has units reserved for households at various income levels, ranging from 50% AMI all the way to Market rate units, creating a true Mixed-Income community.

Accessible-Vi Collina will have 23 units set aside for accessible units. 19 units of the units will be mobility accessible and 4 units will be sensory accessible. Additionally, all units will be adaptable, creating a very accessible property.

Reasonably Priced-Vi Collina 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-Vi Collina is located close to transit stops and is within walking distance to amenities such as childcare, pharmacy, groceries, etc. The site is directly off Oltorf which allows tenants easy, quick access to other parts of the city via IH 35 less than a mile to the west or East Riverside Dr. to the north.





- b. Market Assessment-Market Study is **Attachment D**, with required citations below:
 - i. General Demographics, Economic and Housing conditions
 - 1. Target population and area demographic makeup are located in Chapter 3 of the attached Market Study.
 - 2. Evaluate overall economic conditions and trends are located in Chapter 1 of the attached Market Study.
 - 3. General housing conditions and trends in community are located in Chapter 4 of the attached Market Study.
 - ii. Geographic area from where tenants are likely to come based on census tract or neighborhood boundaries is located in Chapter 1 of the attached Market Study.
 - iii. The pool of eligible tenants is quantified using household size, age, income tenure, and other factors in Chapter 2 of the attached Market Study.
 - iv. Competition including other affordable housing options in the area is in Chapter 1 of the attached Market Study.
 - v. A full analysis of market demand is in Chapter 1 of the attached Market Study.
 - vi. The effective demand and the capture rates are in Chapter 1 of the attached Market Study.
 - vii. Est absorption period, including the number of units to be leased each month and low long take to lease up and stabilize is in Chapter 4 of the attached Market Study.
- c. City of Austin Good Neighbor Policy

- i. Look at Neighborhood policy, if there is one:
 1. If not one: notify neighbors within 500 ft and registered Neighborhood Association.
 2. Documents to include
 - a. O-SDA and Saigebrook engage neighborhood associations and community leaders very early in the development process. Typically, a minimum of one presentation is done at a neighborhood association meeting, as well as meetings with local councilmembers and/or interested parties. 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.
 - b. Written notices are in **Attachment E**. In December, before pre-application is submitted to TDHCA, Developer met with neighborhood association. Since then, Developer has attended several meetings providing information about the development. Developer has sent met with members of Friends of Riverside/Oltorf Neighborhood twice. The neighborhood has voted to support the project.
 - c. Signed City of Austin Good Neighbor Checklist is **Attachment F**.
- ii. SMART Housing-The SMART Housing Certification is **Attachment G**.
- iii. MOU with ECHO-MOU with ECHO is **Attachment H**. This requirement is not applicable as the property is not currently contemplating having any units set aside for special populations or 0-30% AMI units.
- iv. General Services-
 - i. Description of Services- 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 \$20,000 per year to be spent on services. These services may include parenting classes, health screenings, and how to eat healthy on a budget.
 - ii. We anticipate an estimated 190 individuals and families to live at Vi Collina 76.3% 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. Services not offered by Developer-Developer will be contracting with an outside entity to provide on-site management and social services.
- iv. Sample MOU stating relationship between Developer and service provider, including description of services to be provided on-site is **Attachment I**.
- v. 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 Vi Collina's site and so the employee may not be hired yet.
- vi. Financial capacity of Service Provider
 - 1. The source of funds for the service provider will be the project's operating budget in the amount of \$20,000 annually, with a 3% projected increase annually for the life of the compliance period.
 - 2. Include services budget showing current and anticipated funding and expenses for 3 years-The budget showing supportive services is **Attachment J**, with the breakout of how the budget is anticipated to be spent annually depending on the tenants' needs at any given time.

Project Description

Vi Collina is a proposed new construction, mixed income community to be located at 2401 (2431) E. Oltorf in Austin. This 4.59 acre multi-family development will consist of 190 units of which, 175 are targeted as affordable housing at 30-60% AMI and 15 for market rate housing.

The proposed development plan includes several multi-story residential buildings and a clubhouse and leasing facilities. The property will have a mix of one, two and three bedroom units.

Unit Mix

45 - 1bed/1bath units at 650 square feet

90 - 2bed/2bath units at 850 square feet

55 - 3bed/2bath units at 1150 square feet

30% AMI	50% AMI	60% AMI	Market Rate
0 units	52 units	123 units	15 units

The rent and income limits for housing tax credit units are based on the household income level and the number of bedrooms in the unit. These limits are generated by the U.S. Department of Housing and Urban Development each year and generally released in the first quarter of the year. The 2018 program rent limits for each area median income are shown in the table behind this tab. These are gross rents before deduction of any allowance for tenant paid utilities. Estimates of utility costs (known as utility allowances) will be deducted from these gross rents to determine net tenant paid rents. Utility allowances are either provided by an engineer in accordance with a HUD approved model or by the local housing authority and they are also updated annually



On-site Amenities

Amenities will likely include a fully furnished clubhouse with a media room, fitness center, cyber lounge, children's play area, community room, covered BBQ picnic area, and an outdoor community area.

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

To the best of our knowledge and ability, all of Saigebrook and O-SDA's developments comply with the Equal Opportunity Housing regulations as well as Fair Housing, ADA and UFAS standards. 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 allow for accessibility to persons with limited mobility. In accordance with TDHCA 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
- ❖ Fully accessible bathtub/shower combination
- ❖ Strobe light alarms and doorbells for HV units
- ❖ Temperature controlled water valves
- ❖ Accessible light switches and outlets

Furthermore, all ground floor units will be fully adaptable, as required by the Fair Housing Act, to accommodate those with disabilities and will be modified as needed by resident request.

An accessible route will connect the accessible parking spaces to the accessible and adaptable first floor units, as well as, the common areas of the development. As a further measure to ensure compliance, Saigebrook Development retains 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 methods and their employment in affordable housing, the Saigebrook 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. **Saigebrook and O-SDA will commit to a minimum of a 1-star Austin Energy Green Building rating for Vi Collina, as required by Austin's S.M.A.R.T. Housing program.**

Such efforts might include, but are not limited to:

- ❖ Low or no VOC paint
- ❖ Use of Xeriscape landscape plantings 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.

Art in Public Places

The principals of Saigebrook also recognize the importance of art education, reflecting a priority of **IA** to grow and invest in Austin's creative economy. In each one of our communities we commission a local artist to create an original sculpture, mosaic, or other form of art work. Our continued commitment to Art in Public Places aims to provide a sense of community to each property and, quite often, local children are provided the opportunity to participate in the artist's creation, thereby creating a sense of pride and achievement within their neighborhood.



This is also in line with the **EROC's** vision of maintaining and building a strong sense of community.

Resident Services

Resident services at the property will be determined as dictated by resident needs and desires. Saigebrook will work in concert with Accolade Property Management and local provider agencies to tailor onsite services that best fit Vi Collina's residential needs. During the TDHCA application process, Saigebrook will obtain several letters of support from local non-profits and potential service providers to help jump-start the identification process. Saigebrook 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.

The proposed Vi Collina development is located in the **East Riverside/Oltorf Combined Neighborhood Plan** (EROC), near the city's **Community Preservation and Revitalization Zone** (CRPZ) and on an **Imagine Austin** (IA) growth corridor. We feel this development will contribute to the overall vision and goals of the **EROC, CRPZ, IA and the Austin Strategic Housing Blueprint (SHB)**.

A goal of the **IA** is for at least 75% of all new housing units to be within a ½ mile of the growth corridors. Vi Collina is within 200 yards of one of these growth corridors.



The **EROC Vision and Goals** focus on preserving and improving the neighborhood, cultural diversity, respecting the environment and building a strong community while maintaining affordability. Saigebrook Development reflects these goals in each of its prior developments. In the early conceptual phases of each property, we reach out to nearby neighbors, not simply to provide information of our plans, but to ask for input and feedback through the planning process. We find this feedback to be invaluable in the design

process. It allows us to preserve and enhance the character of the neighborhood and surrounding community. In past developments, we have reduced the density on those borders adjacent to single-family neighborhoods. Saigebrook Development also brings learning and personal growth opportunities to the community we create. On a regular basis, we bring in experts to provide classes and information for first time home buyers, healthy eating, financial advisors among others to allow our residents and neighbors an educational opportunity they may not have had otherwise.

Early in the site design phases, we work with our engineering team to incorporate bus stops when needed and pedestrian access to sidewalks, public transit and bicycle paths. We will provide bicycle storage and wider sidewalks where needed, as it is on a Future Transit Corridor offering high-frequency public transit stops again reflecting priorities of **IA** and **EROC**.





Section 5

Property-Vi Collina

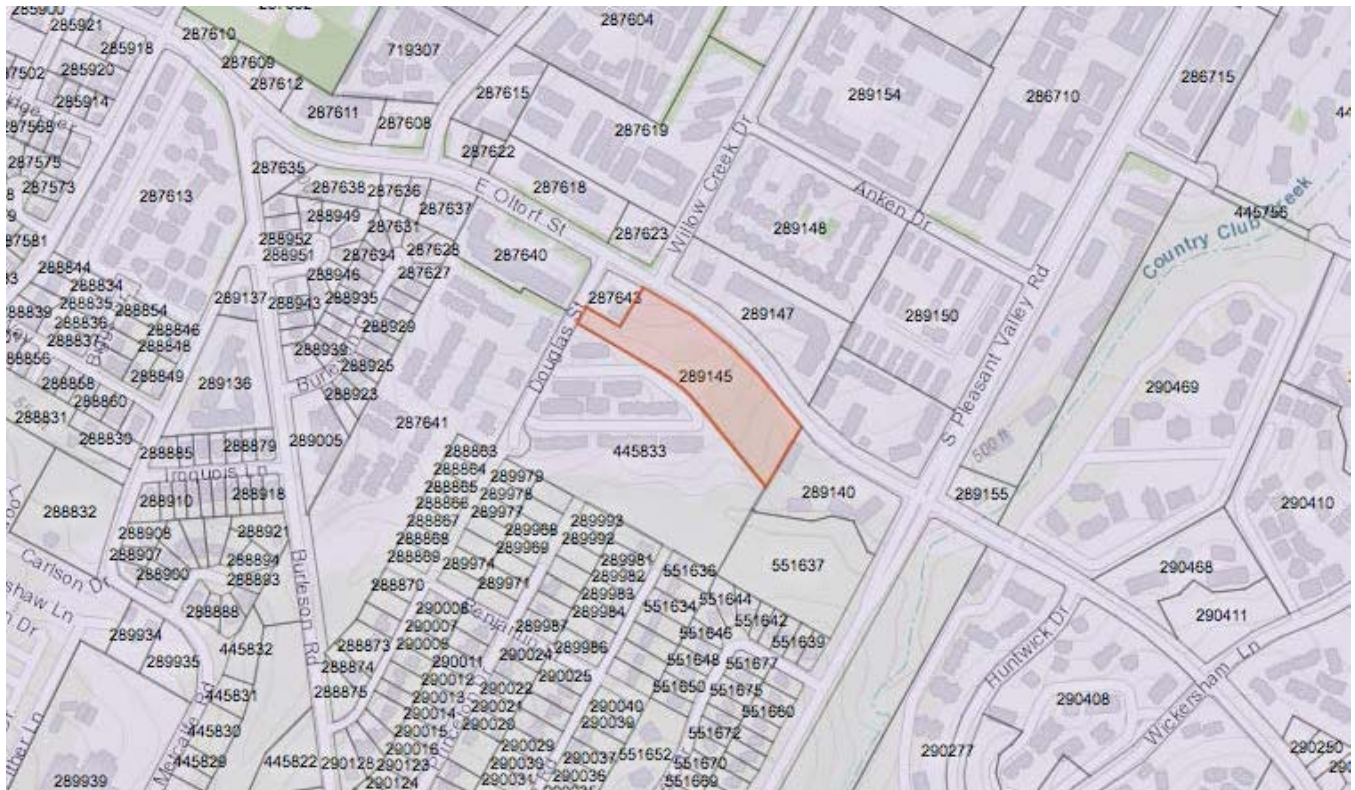
ATTACHMENT NO. 3: SITE LOCATION AND LEGAL DESCRIPTION

The 4.594-acre site proposed for Vi Collina is located at 2431 E. Oltorf Street in the City of Austin, Travis County. The site is located in Census Tract 48453002313 and the tax property identification number is 289145. The Average Household Income for this census tract is \$34,862 with a poverty rate of 23%, according to the 2010-2014 5-year American Community Survey (ACS), making this a Qualified Census Tract site per the 2019 QAP.

Legal Description (as listed on Travis County Central Property Appraisal District Website):

LOT 2-7 WILLOW CREEK COMMERCIAL SEC II ABS 24

The map below shows the precise lot location and boundaries for the Vi Collina development site as depicted on the Travis County Central Appraisal District website:



The community surrounding Vi Collina offers accessibility to social, recreation, commercial and healthcare services. The proposed Vi Collina project is within 0.7 miles of IH35 and in the **East Riverside/ Oltorf Combined Neighborhood Plan (EROC)**, near the city's **Community Preservation and Revitalization Zone (CRPZ)** and on an **Imagine Austin (IA)** growth corridor. The site is within the urban core, or the central business district of Austin, bridging the gap between affordable housing and employment opportunities.

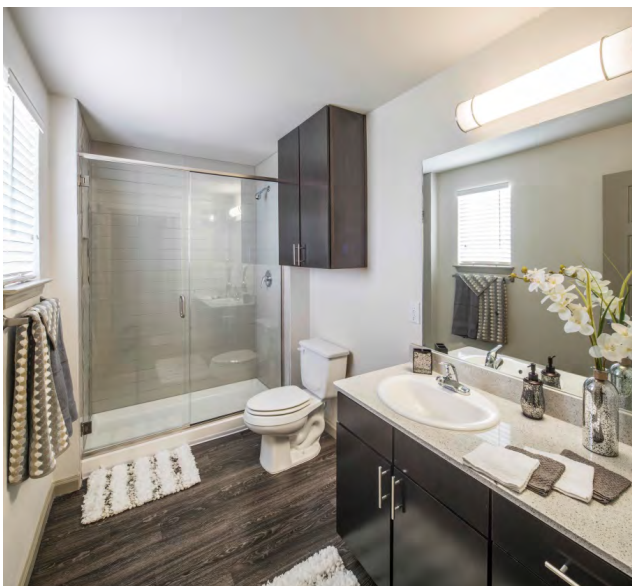
- a. Maps-Maps are **Attachment .**
 - i. High Opp Census Tracts
 - ii. Tracts at risk of Displacement or Gentrification
 - iii. Imagine Austin Centers and Corridors .5 mile
 - iv. High Freq Transit Stops .25 mile
 - v. Transit Stops .75 mile
 - vi. Mobility Corridor .5 mile
 - vii. Healthy food access 1 mile
 - viii. 100 year flood plain
- b. 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-Zoning letter is **Attachment L.**
- d. Site Control-
 - i. Evidence of site control is **Attachment M.**
 - ii. Travis County Appraisal District documenting construction build dates as not applicable is **Attachment N.**
- e. Phase I-
 - i. Phase I for Vi Collina is **Attachment O.**
 - 1. Noise-The subject property is expected to have a DNL of 71.9492 dB according to the DNL calculator. The results are based on the traffic count data maintained by the Texas Department of Transportation (TxDOT), the average speed on adjoining roads, and the distance of the of the subject property to the center of lanes of traveled. A copy of the DNL calculator is located located within Appendix III. Given the expected Day/Night Noise Level, further noise assessment is warranted.
 - 2. Chemical Sources-Based on a review of regulatory information and the reconnaissance of properties in close proximity to the subject property, it appears that chemical sources of concern or vapor encroachment concerns including an LPST site and drycleaners facility could adversely affect the site. A copy of the vapor encroachment screen is located within Appendix III of the Phase I.
 - ii. NA-Site not a Brownfields.
- f. SHPO Consult-Letter to be used for potential SHPO Consultation is **Attachment P.** Although, this may not be needed as the property is unimproved.

Bonus: TDHCA Underwriting Forms are in **Attachment Q.Q** Please note the discrepancies between the forms and NHCD's excel sheets are minimal and do not vary substantially;;we believe they are due to formulas in the two spreadsheets.



Attachments:

- A.-Certificate of Status
- B.-Statement of Confidence
- C.-Lenders and Equity letters
- D.-Market Assessment
- E.-Neighborhood Notifications
- F.-Signed City of Austin Good Neighbor Checklist
- G.-SMART Housing Certification
- H.-MOU with ECHO
- I.-Sample MOU with Service Provider
- J.-Supportive Services Budget
- K.-Maps
- L.-Zoning Verification Letter
- M.-Evidence of Site Control
- N.-Travis County Appraisal District
- O.-Phase I ESA
- P.-SHPO Consult Letter
- Q.-TDHCA Underwriting Forms



Attachment A
Certificate of Status



Office of the Secretary of State

CERTIFICATE OF RESERVATION OF ENTITY NAME OF

Vi Collina

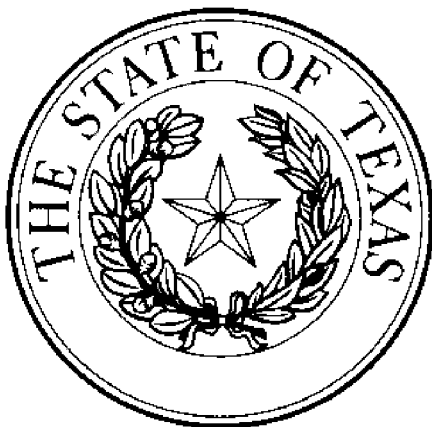
The undersigned, as Secretary of State of Texas, hereby certifies that the above entity name has been reserved in this office pursuant to the provisions of Section 5.101 of the Texas Business Organizations Code for the exclusive use of

Lisa Stephens
689 FM 3028, Millsap , TX 76066

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: 12/07/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State



Office of the Secretary of State

CERTIFICATE OF RENEWAL OF RESERVATION OF ENTITY NAME OF

Vi Collina

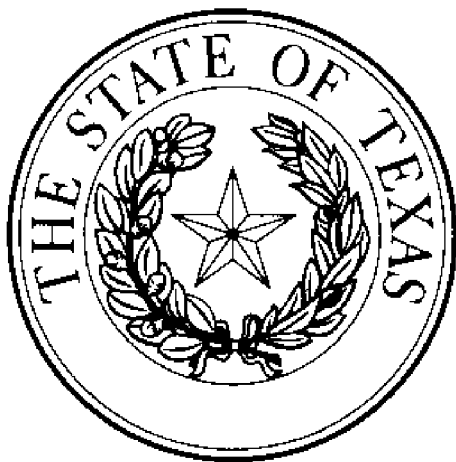
The undersigned, as Secretary of State of Texas, hereby certifies that the above entity name has been reserved in this office pursuant to the provisions of Section 5.105 of the Texas Business Organizations Code for the exclusive use of

Lisa Stephens
689 FM 3028, Millsap, TX 76066

This period of reservation of entity name is effective through 08/06/2019.

Issuance of this certificate of renewal of name reservation does not authorize the use of an entity 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: 04/03/2019



A handwritten signature in black ink, appearing to read "David Whitley".

David Whitley
Secretary of State

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

Attachment C

Lenders and Equity letters

Lender and Equity Letters are based on the 9% TDHCA application. They will be updated to reflect the 4% TDHCA Bond terms soon.

Attachment D

Market Assessment

See separate attachment, due to size constraints.

Attachment E
Neighborhood Notifications



January 8, 2019

Jan Long
Southeast Austin Neighborhood Alliance
2411 Riverside Farms Rd
Austin TX 78744

Dear Ms. Long:

Vi Collina, LLC is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for Vi Collina to be located at 2401 E Oltorf St, Austin, TX 78741, Travis County. This proposed new construction development is an apartment community comprised of approximately 110 units of which 100 units will be reserved for residents at or averaging 60% of Area Median Income or below. The residential density of the Development, i.e., the number of Units per acre, is approximately 24.1.

In the spring, TDHCA will hold public hearings in various locations around the state to gather input on Housing Tax Credit Program applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website (<http://www.tdhca.state.tx.us/public-comment.htm>) later in the year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Stephens', with a long horizontal flourish extending to the right.

Lisa Stephens
Consultant, Saigebrook Development LLC
Representative for Vi Collina, LLC
5501-A Balcones Dr. #302
Austin, TX 78731
Phone: (352) 213-8700
lisa@saigebrook.com



January 8, 2019

Malcolm Yeatts
East Riverside/Oltorf Neighborhood Plan Contact Team
4811 Allison Cove
Austin TX 78741

Dear Mr. Yeatts:

Vi Collina, LLC is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for Vi Collina to be located at 2401 E Oltorf St, Austin, TX 78741, Travis County. This proposed new construction development is an apartment community comprised of approximately 110 units of which 100 units will be reserved for residents at or averaging 60% of Area Median Income or below. The residential density of the Development, i.e., the number of Units per acre, is approximately 24.1.

In the spring, TDHCA will hold public hearings in various locations around the state to gather input on Housing Tax Credit Program applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website (<http://www.tdhca.state.tx.us/public-comment.htm>) later in the year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Stephens', with a long horizontal flourish extending to the right.

Lisa Stephens
Consultant, Saigebrook Development LLC
Representative for Vi Collina, LLC
5501-A Balcones Dr. #302
Austin, TX 78731
Phone: (352) 213-8700
lisa@saigebrook.com



January 8, 2019

Larry Sunderland
Friends of Riverside ATX Neighborhood Association
1507 Summit St
Austin TX 78741

Dear Mr. Sunderland:

Vi Collina, LLC is making an application for the Housing Tax Credit Program and possibly the Multifamily Direct Loan Program with the Texas Department of Housing and Community Affairs (TDHCA) for Vi Collina to be located at 2401 E Oltorf St, Austin, TX 78741, Travis County. This proposed new construction development is an apartment community comprised of approximately 110 units of which 100 units will be reserved for residents at or averaging 60% of Area Median Income or below. The residential density of the Development, i.e., the number of Units per acre, is approximately 24.1.

In the spring, TDHCA will hold public hearings in various locations around the state to gather input on Housing Tax Credit Program applications; comments can be made on any and all applications at each hearing. The hearing schedule along with contact information for written public comment will be posted on TDHCA's Public Comment Center website (<http://www.tdhca.state.tx.us/public-comment.htm>) later in the year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Stephens', with a long, horizontal flourish extending to the right.

Lisa Stephens
Consultant, Saigebrook Development LLC
Representative for Vi Collina, LLC
5501-A Balcones Dr. #302
Austin, TX 78731
Phone: (352) 213-8700
lisa@saigebrook.com

QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION

- Read each item carefully before completing the blanks.
- Certify to each requirement by signing the last page.
- All attachments must be included in the QCP submission package.
- Once a letter is submitted to the Department it may not be changed or withdrawn.

Part 1: Development Information

Development Name: Vi Collina
 Development Street Address: 2431 E. Oltorf St.
 Development City: AUSTIN, TEXAS
 Development County: TRAVIS
 TDHCA # (for office use only): _____

Part 2: Neighborhood Organization Information

Neighborhood Organization Name: FRIENDS of RIVERSIDE ATX

This organization also made a submission to TDHCA in prior HTC Application Rounds:

- Check one: ☐ Yes ☒ No
- If YES, provide the years that the organization made submissions prior to 2019:

The Neighborhood Organization is a (select one of the following):

- ☐ Homeowners Association
- ☐ Property Owners Association
- ☐ Resident Council and our members occupy the existing development
- ☐ Other (explain): ASSOCIATION of PROPERTY OWNERS, RENTERS, BUSINESS OWNERS

As of January 4, 2019, (as applicable) this Neighborhood Organization is on record with (select one of the following):

- ☐ County
- ☒ Secretary of State

Part 3: Neighborhood Organization Contact Information

1st Contact Information

Name: LAWRENCE SUNDERLAND
 Title: CHAIRMAN
 Physical Address: 1507 SUMMIT ST.
 Mailing Address (if different from above): _____
 City: AUSTIN TX Z I P Code: 78741

Phone:

512-426-0871

Email

I:

info@riversidefriends.com

QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

2nd Contact Information

Name:

Camila Pulecio

Title:

Vice Chair

Physical Address:

1507 Summit St.

Mailing Address (if different from above):

City:

Austin, Tx

ZIP

Code:

78741

Phone:

Email

I:

info@riversidefriends.com

Part 4: Reason for Support or Opposition

The Neighborhood Organization: ☒ Supports ☐ Opposes the Application for Competitive Housing Tax Credits for the above referenced development for the following reasons:

The East Riverside Corridor Master Plan supports the preservation and creation of affordable housing within the planning area. This project will directly facilitate that goal.

Part 5: Written Boundary Description

Provide a written boundary description of the geographical boundaries of the Neighborhood Organization. (Example: North boundary is Main St., East boundary is railroad track, South boundary is First St., West boundary is Jones Ave.) Boundary description MUST match the boundary map.

Northern Boundary - Lady Bird Lake
 Southern Boundary - Oxford Street including the rear lot lines of property on the south side of Oxford
 Western Boundary - IH 35
 Eastern Boundary - Pleasant Valley including the rear lot line of properties on the east side of Pleasant Valley Rd.


QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

Part 6: Certifications

By signing this form, I (we) certify to the following:

- This organization certifies that the two contacts listed have the authority to sign on behalf of the Neighborhood Organization.
- This organization certifies that the organization was formed on or before December 5, 2018.
- This organization certifies that the boundaries of this organization include the proposed Development Site in its entirety. This organization acknowledges that boundary changes or annexations after January 4, 2019 may not be considered eligible and a site that is only partially within the boundaries may not satisfy the requirement that the boundaries contain the proposed Development Site.
- This organization certifies that it meets the definition of "Neighborhood Organization"; defined as an organization of persons living near one another within the organization's defined boundaries that contain the proposed Development Site and that has a primary purpose of working to maintain or improve the general welfare of the neighborhood.
- This organization certifies that none of the following individuals participated in the deliberations or voted on the decision to provide a statement with respect to the proposed development: the development owner, architect, attorney, tax professional, property management company, consultant, market analyst, tenant services provider, syndicator, real estate broker or agent or person receiving fees in connection with these services, current owners of the property, developer, builder, or general contractor associated with the proposed development.
- This organization certifies that at least 80% of the current membership consists of homeowners and/or tenants living within the boundaries of the Neighborhood Organization.
- This organization certifies that all certifications contained herein are true and accurate.

(First and Second Contacts must sign below):


1st Contact Signature

2/16/19
Date

Lawrence Sunderland
1st Contact Printed Name

Chairman
Title


2nd Contact Signature

2/19/19
Date

Camila Pulecio
2nd Contact Printed Name

vice chair
Title

QUALIFIED NEIGHBORHOOD ORGANIZATION EVIDENCE OF QUANTIFIABLE COMMUNITY PARTICIPATION (Continued)

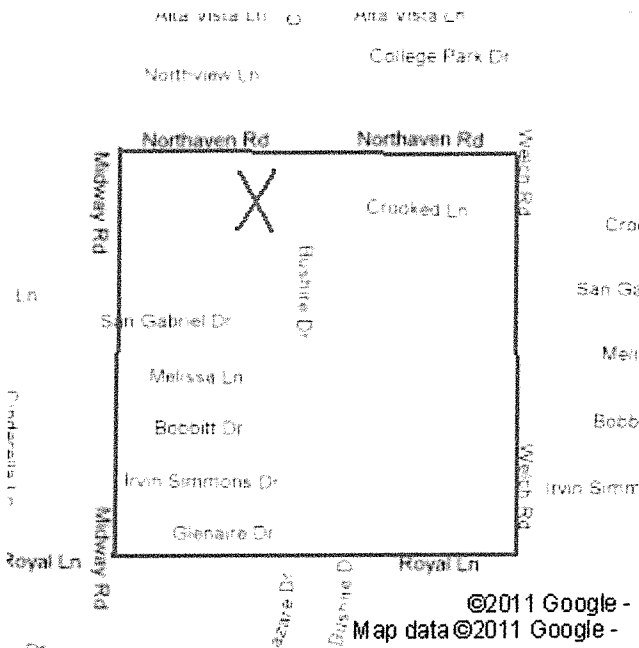
REQUIRED ATTACHMENTS

(Only if not previously submitted to register with TDHCA)

In addition to the information requested on the form, please attach the following items and include with your submission to the Texas Department of Housing & Community Affairs:

- ✓ 1. Documentation to support the selection of being on record with the County or Secretary of State (ex: letter from county clerk or judge acknowledging the Organization, letter from the Secretary of State stating the incorporated entity is in good standing.)
- ✓ 2. Evidence of the Neighborhood Organization's existence (ex. bylaws, newsletter, minutes, etc.)
- ✓ 3. Boundary Map: The boundary map should be legible, clearly marked with the geographical boundaries of the Neighborhood Organization, and indicate the location of the proposed Development.

Example:



The solid line indicates the Neighborhood Organization's boundary.
The X indicates the development site.



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Comptroller.Texas.Gov

FRIENDS OF RIVERSIDE ATX
1507 SUMMIT ST
AUSTIN TX 78741-2519

Taxpayer number [REDACTED]	
File number 0802701008	
WebFile number XT466219	
Report year 2019	Due date 05/15/2019

Texas Franchise Taxpayers: Your Annual Report Is Due

Your annual franchise tax report is due on the date shown in the box in the upper right corner of this letter. Even if you have no tax due or no activity to report, Texas tax law requires that you file a franchise tax report and information report each year.

Choose a Reporting Option

There are three reporting options: No Tax Due Report, E-Z Computation Report and the Long Form report. You will need to choose the best report for your situation.

Taxable entities that are part of a combined group engaged in a unitary business must file a combined group report. A passive entity or a new veteran-owned business cannot be included in a combined group report.

You can file a No Tax Due Report if your business:

- is an entity or a combined group with annualized total revenue less than or equal to the no tax due threshold;
- has zero Texas receipts; or
- meets the statutory requirements for a passive entity, a real estate investment trust or a new veteran-owned business.

You must file an original No Tax Due Report electronically. You can file free through the Comptroller's Webfile system at www.comptroller.texas.gov/taxes/file-pay/.

You can file an E-Z Computation Report if your business is an entity or a combined group with annualized total revenue of \$20 million or less.

If you choose this option, your business cannot:

- take any margin deductions (including cost of goods sold or compensation),
- take any franchise tax credits, or
- carry over that report year's temporary credit for business loss carryforward to a future period.

You must file a Long Form report if you:

- are not eligible to file either the No Tax Due Report or the E-Z Computation Report, or
- will take franchise tax credits.

Request an Extension

A \$50 penalty is due on a report filed after the due date, even if no tax is due. If you need more time to file, request an extension by the due date to avoid the penalty. A combined group must include the Texas Franchise Tax Affiliate List with its first extension request.

Save Time and File Online!

With the Comptroller's secure online system, Webfile (www.comptroller.texas.gov/taxes/file-pay/), you can file a franchise tax report, pay tax due or request an extension. First-time users will need the Webfile number in the box in the upper right corner of this letter to get started. (Note: Your tax preparer may need your Webfile number to file your report electronically.)

Contact

Email us:

info@riversidefriends.com

Follow our Facebook page:

<https://www.facebook.com/FriendsofRiversideATX>

Follow us on Instagram:

<https://www.instagram.com/friends.of.riverside.atx/?hl=enfriends.of.riverside.atx>

Stay current with Twitter:

Tweets @FriendsofRATX

Friends of Riverside Retweeted



Austin Statesman

@statesman

The two projects could have 1,000 luxury apartments, retail space and possible commercial uses atxne.ws/2WJqrN6

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

Zoning change sought for East Riverside apartment projects

Signaling more change for the rapidly transforming East Riverside Drive area, local developers are seeking to rezone two parcels near Oracle's campus to allow them to build two projects that could...
statesman.com

Feb 5, 2019

Friends of Riverside Retweeted

**CentralTexasFoodBank**

@CTXFoodBank

Happy #GalentinesDay! Make it a special by sharing the love with families in need. When you dine at @kerbeylanecafe through Feb. 18 and get a chocolate covered strawberry pancake, proceeds will be donated to the #FoodBank.

Feb 13, 2019

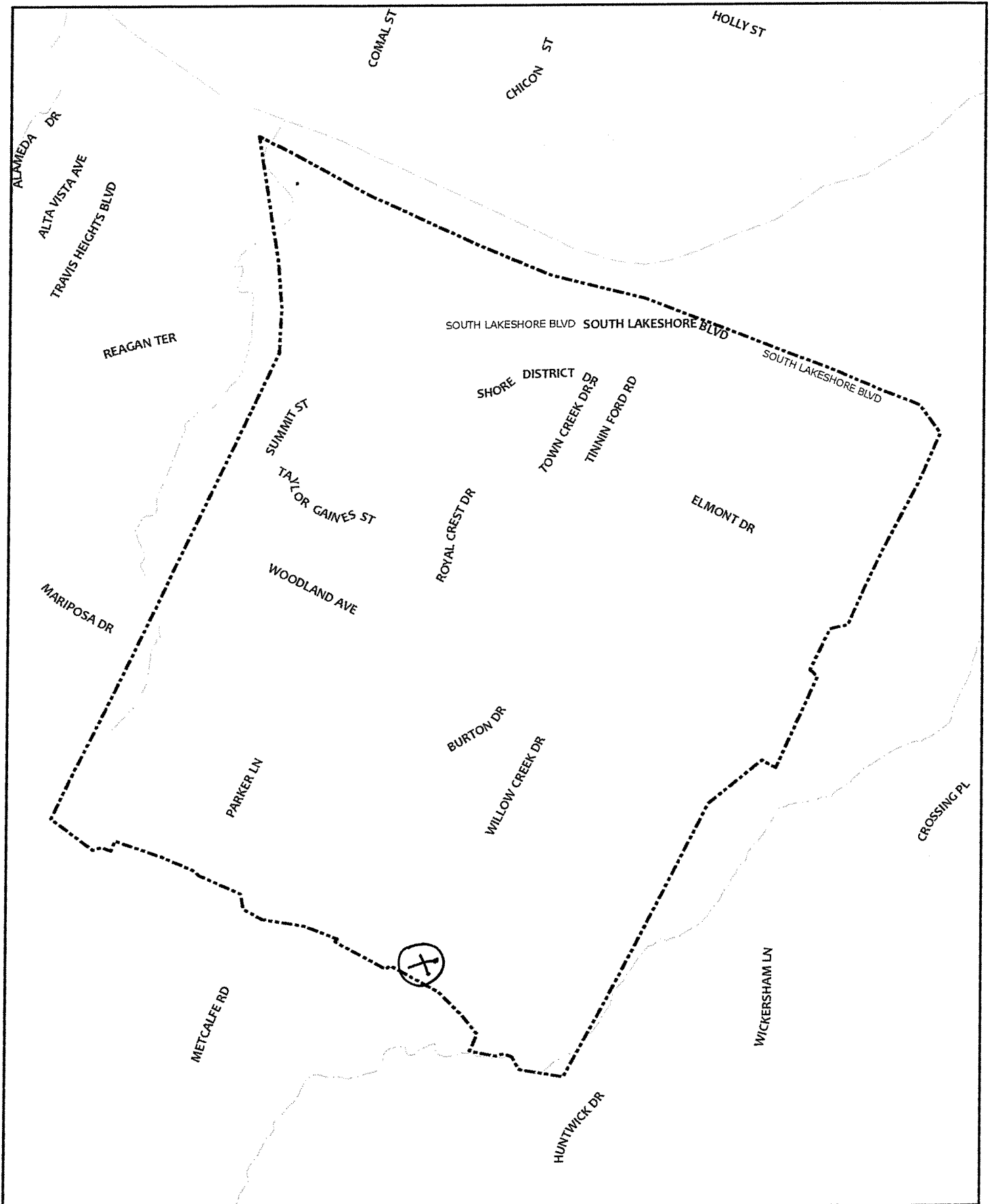
**Friends of Riverside**

@FriendsofRATX

[Embed](#)[View on Twitter](#)

Leave a Reply

Your email address will not be published. Required fields are marked *



1542 - Friends of Riverside ATX Neighborhood Association

Source: Public Information Office of the City of Austin
Date Created: Friday, February 15, 2019

1" = 1,053'

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
This product has been produced by CTM - EGS for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

Attachment F
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

4-22-19

Signed

printed name

date

Attachment G
SMART Housing Certification

City of Austin

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



Neighborhood Housing and Community Development Department

April 25, 2019 (Revision to letter dated February 06, 2019)

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

Vi Collina, LLC – Vi Collina– 2401 E Oltorf St (ID 425)

TO WHOM IT MAY CONCERN:

Vi Collina, LLC (development contact: Megan Lasch: 830-330-0762 (o); megan@o-sda.com) is planning to develop a **190 unit multi-family** development named Vi Collina at 2401 E Oltorf St, Austin TX 78741. 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 is changing the total unit count from 84 to 190 and revising the unit count from 10% of the units reserved for 30% MFI to 0; from 36% of the units reserved for 50% MFI to 27% of the units reserved for 50% MFI; from 42% of the units reserved for 60% MFI to 65% of the units reserved for 60% MFI and from 11 at market rate to 15.

NHCD certifies that the proposed development meets the S.M.A.R.T. Housing standards at the pre-submittal stage. Since 27% of the units (**52**) will serve households at or below 50% MFI, and 65% of the units (**123**) will serve households at or below 60% MFI, and the remaining 15 will be market rate, 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. **This development is not 100% in accordance with the requirements under the Texas Local Government Code, Chapter 395.16(g) and 42 U.S.C. Section 12745 (A)(1) as it relates to how housing qualifies as affordable housing and therefore the 11 market rate units are not eligible to receive Austin Water Utility (AWU) Capital Recovery Fee (CRF) waivers under the S.M.A.R.T. Housing Ordinance all other fees are still eligible to be waived at 100%.** 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 not applicable at this time, no CoC units are proposed for this development.

Attachment I
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

Signature

Ronda Rutledge
Name

Executive Director

Title

2/13/2018
Date

Undersigned

Signature

Calvin Chen
Name

manager

Title

2/13/18
Date

Attachment J

Supportive Services Budget

The expenses for this budget will be determined by the supportive services provider and will vary based on the needs of the tenants.

ANNUAL OPERATING EXPENSES

April 23, 2019

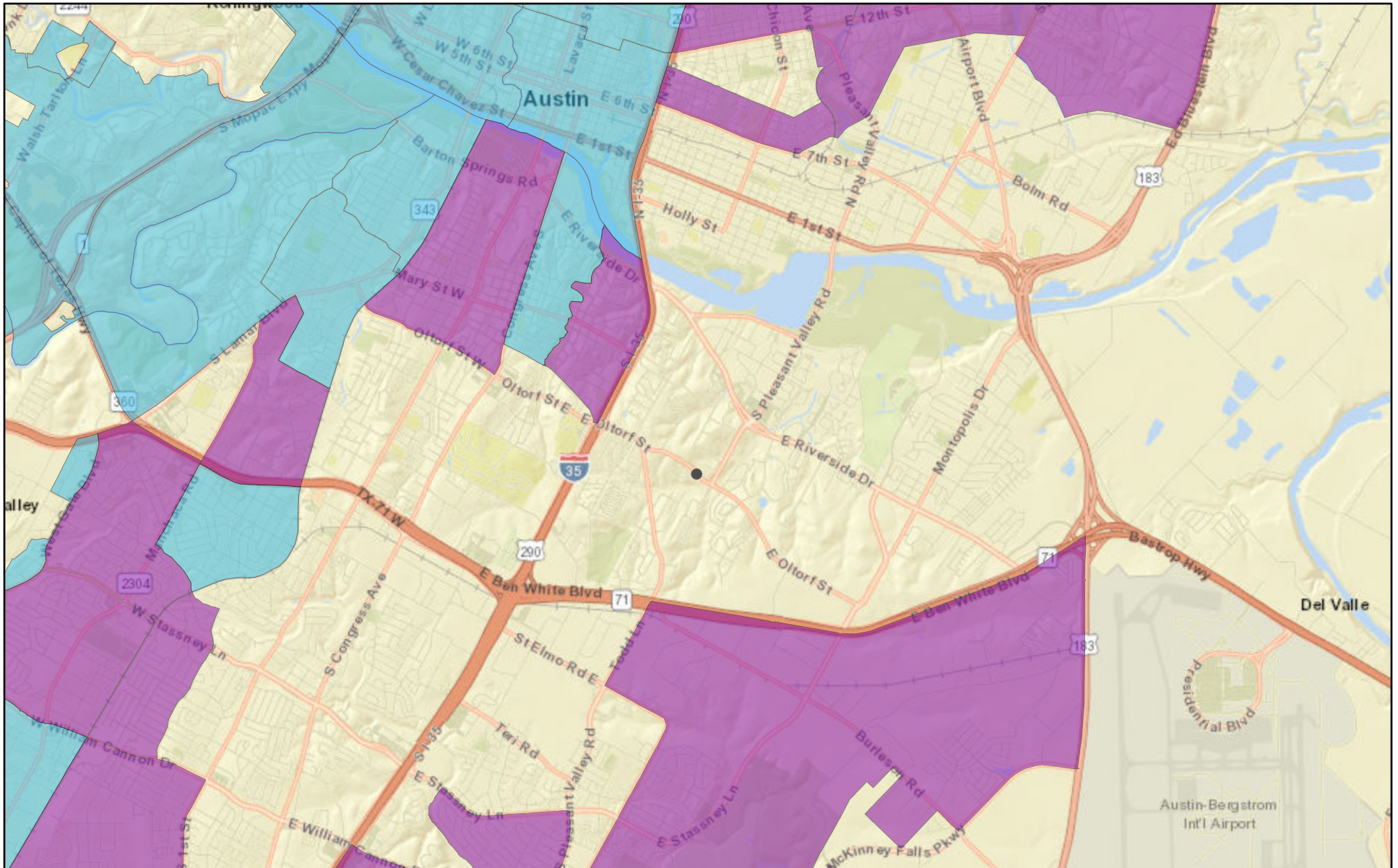
Vi Collina

General & Administrative Expenses				
Accounting	\$	12,000.00		
Advertising	\$	21,660.00		
Legal fees	\$	13,537.50		
Leased equipment	\$			
Postage & office supplies	\$	10,830.00		
Telephone	\$	8,122.50		
Other				
Other	<u>Total General & Administrative</u>	\$		
Total General & Administrative Expenses:				\$ 66,150.00
Management Fee:		Percent of Effective Gross Income:	5.00%	\$ 108,478.55
Payroll, Payroll Tax & Employee Benefits				
Management	\$	90,000.00		
Maintenance	\$	78,000.00		
Other	<u>Benefits/Payroll Taxes</u>	\$	43,680.00	
Other	<u>Total Payroll</u>			
Total Payroll, Payroll Tax & Employee Benefits:				\$ 211,680.00
Repairs & Maintenance				
Elevator	\$	30,000.00		
Exterminating	\$	3,306.00		
Grounds	\$	20,000.00		
Make-ready	\$	22,800.00		
Repairs	\$	34,200.00		
Pool	\$	0.00		
Other				
Other	<u>Total Repairs & Maintenance</u>	\$		
Total Repairs & Maintenance:				\$ 110,306.00
Utilities (Enter Development Owner expense)				
Electric	\$	38,000.00		
Natural gas	\$	0.00		
Trash	\$	19,000.00		
Water & sewer	\$	33,250.00		
Other				
Other				
Total Utilities:				\$ 90,250.00
Annual Property Insurance:		Rate per net rentable square foot:	\$ 0.40	64,600
Property Taxes:				<u>Estimated Taxes</u>
Published Capitalization Rate:		9.00%	Source:	Travis County
Annual Property Taxes:				\$ -
Payments in Lieu of Taxes:	\$	0.00		
Other Taxes	\$			
Other Taxes	<u>Total Property Taxes</u>	\$	0.00	
Total Property Taxes:				\$ -
Reserve for Replacements:		Annual reserves per unit:	\$ 250.00	\$ 47,500.00
Other Expenses				
Cable TV	\$			
Supportive service contract fees	\$	20,000.00		
TDHCA Compliance fees	\$	7,000		
TDHCA Bond Administration Fees (TDHCA as Bond Issuer Only)	\$			
Security	\$			
Other				
Other				
Total Other Expenses:				\$ 27,000.00
TOTAL ANNUAL EXPENSES		Expense per unit:	\$ 3820.87	\$ 725,964.55
		Expense to Income Ratio:	33.46%	
NET OPERATING INCOME (before debt service)				\$ 1,443,606.41
Annual Debt Service				
Lender	\$	1,225,470.19		
MIP	\$	0.00		
	\$			
	\$			
TOTAL ANNUAL DEBT SERVICE				\$ 1,225,470.19
NET CASH FLOW		Debt Coverage Ratio:	1.18	\$ 218,136.22

Attachment K

Maps

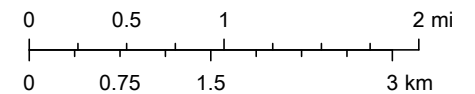
ArcGIS Web Map



4/23/2019, 4:42:28 PM

- High Opportunity
- Emerging Opportunity

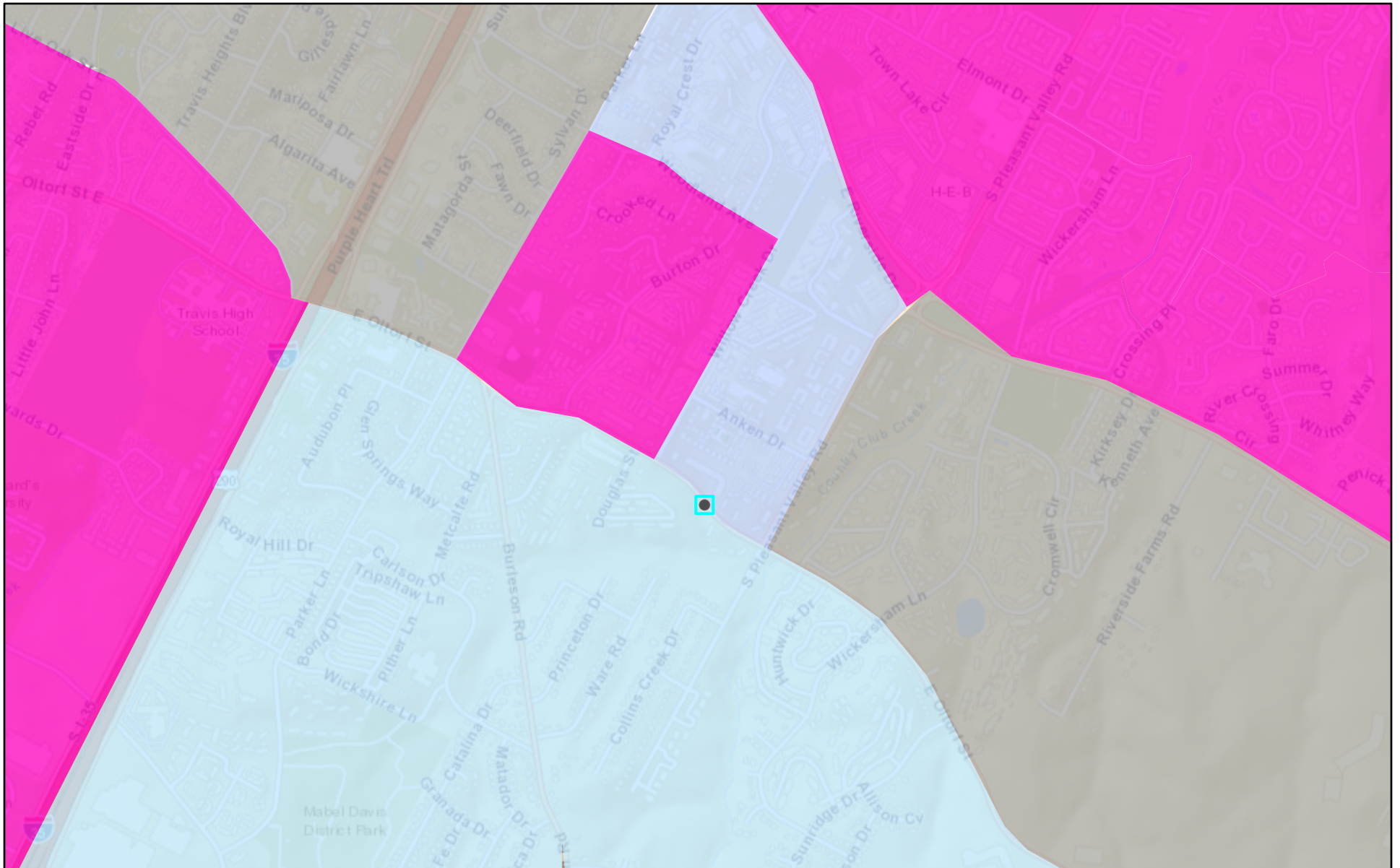
1:72,224



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

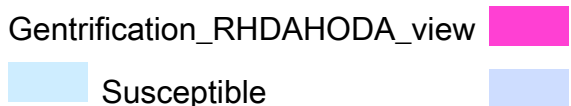
Web AppBuilder for ArcGIS
Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

ArcGIS Web Map



4/23/2019, 4:43:50 PM

Gentrification_RHDAHODA_view



Dynamic

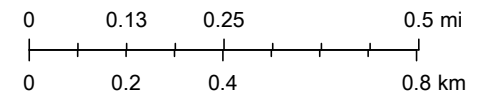
Dynamic

Susceptible

Susceptible

Not Gentrifying

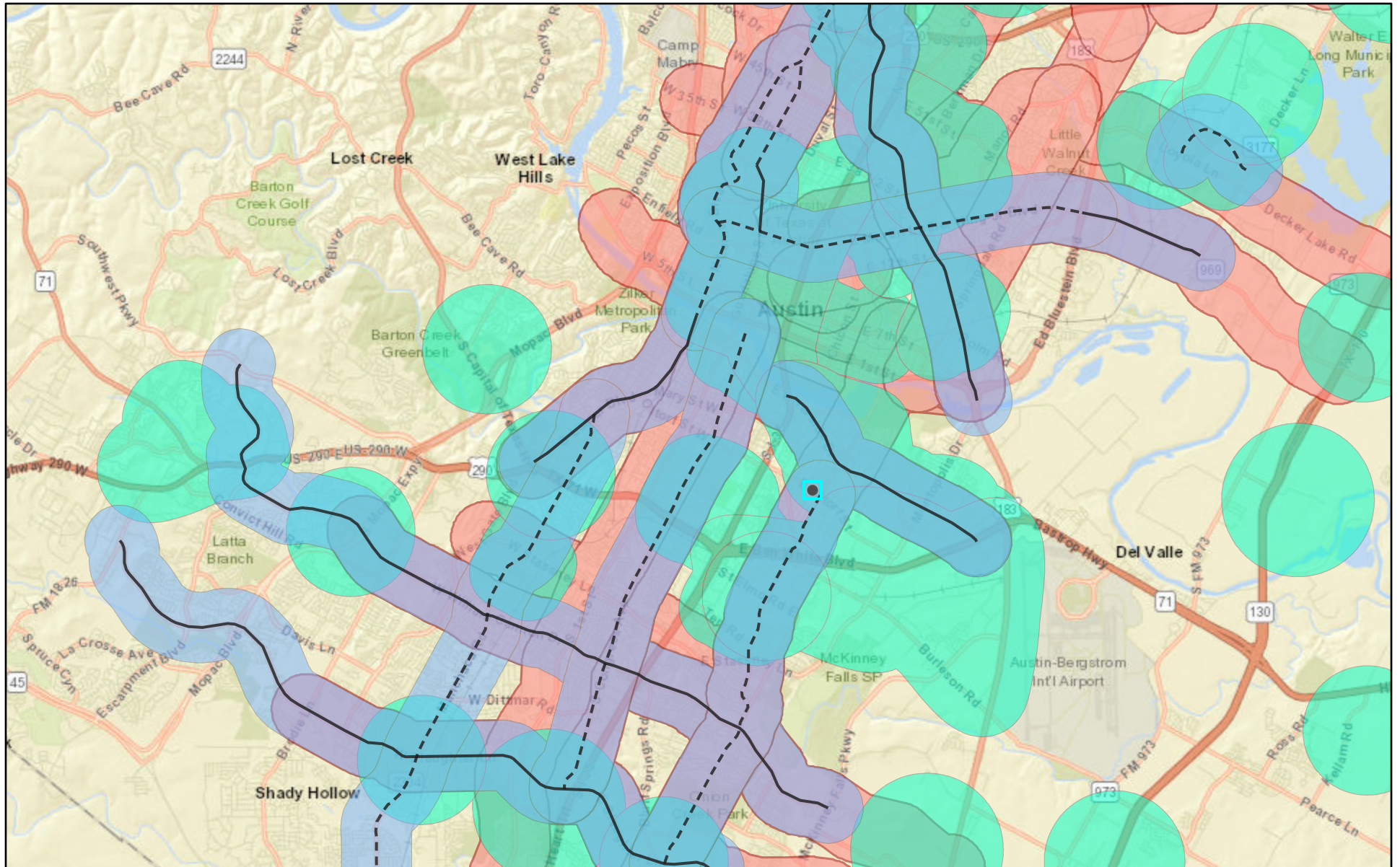
1:18,056



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Web AppBuilder for ArcGIS
Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

ArcGIS Web Map



4/23/2019, 4:46:08 PM

2016 Mobility Bond Corridor Projects

— Construction Eligible Corridor

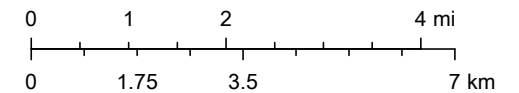
- - - Preliminary Engineering and Design

Mobility Bond Corridor: 1/2-Mile Buffer

Imagine Austin Center: 1/2-Mile Buffer

Imagine Austin Corridor: 1/2-Mile Buffer

1:144,448

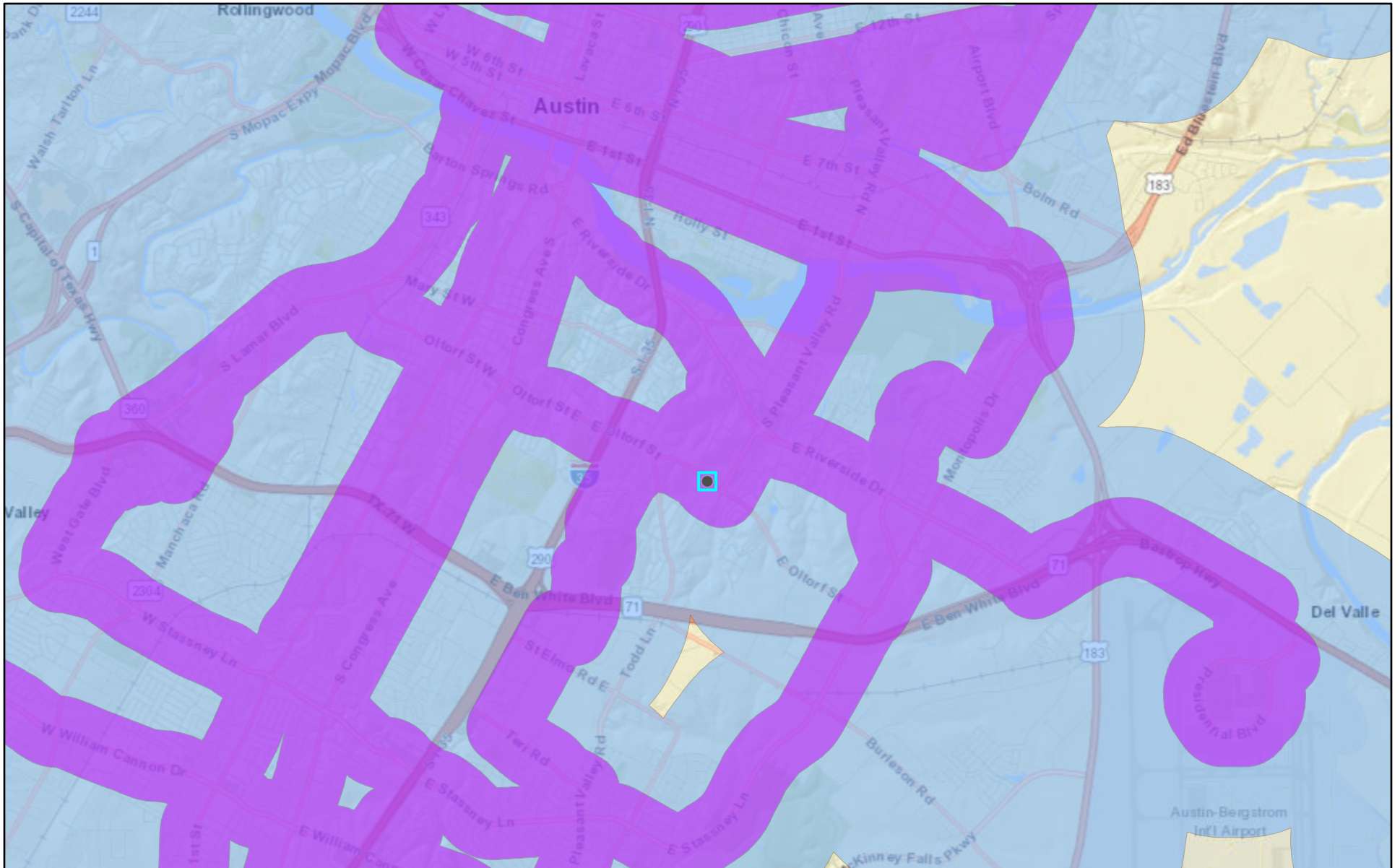


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,



Web AppBuilder for ArcGIS

Austin Community College, Esri, HERE, Garmin, NGA, USGS, NPS | City of Austin Planning and Development Review Department |

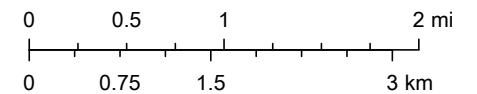
ArcGIS Web Map



4/23/2019, 4:47:19 PM

-  High Frequency Bus Routes: 1/4-Mile Buffer
-  Bus Routes: 3/4-Mile Buffer

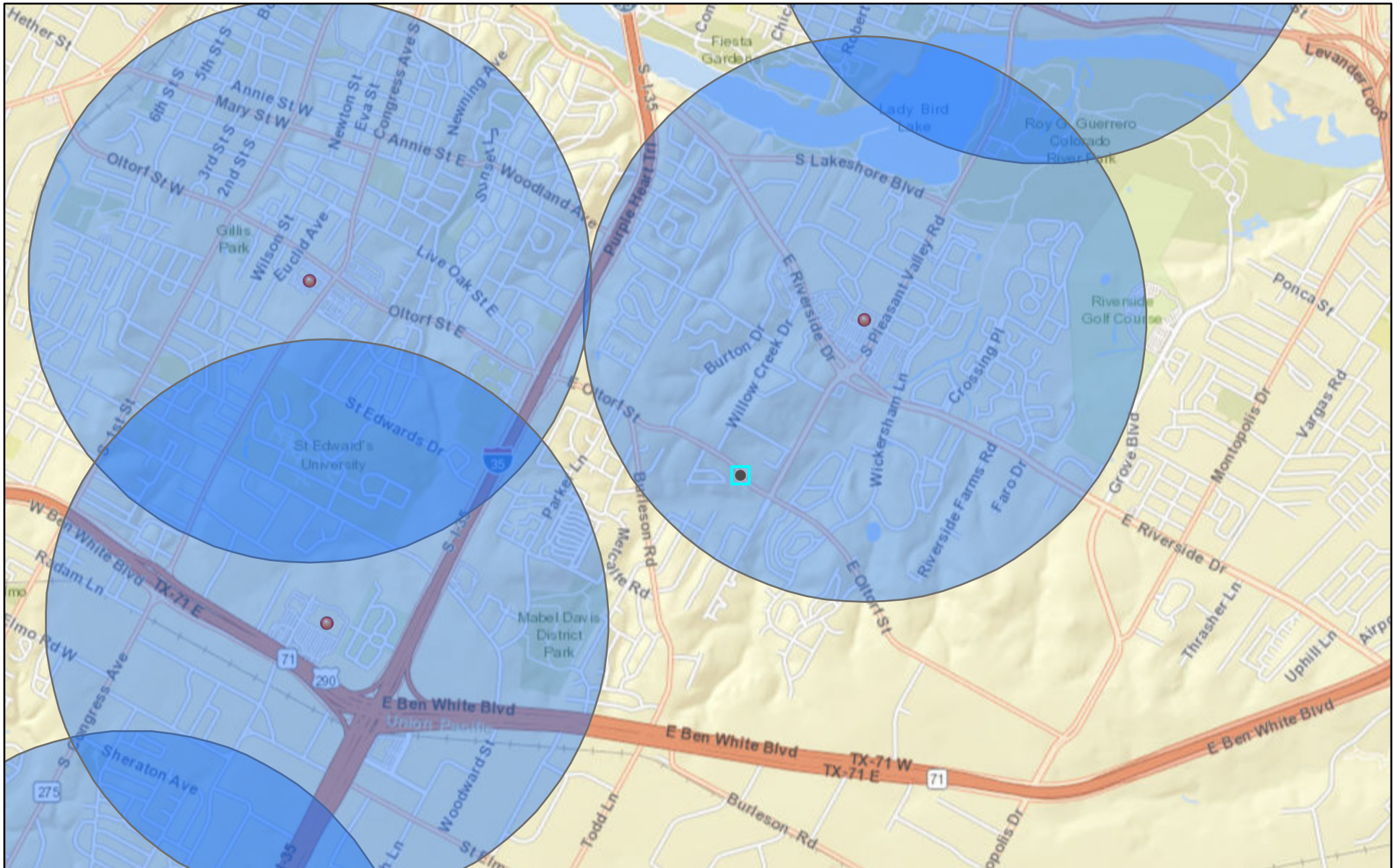
1:72,224




Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,


Web AppBuilder for ArcGIS
Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |

ArcGIS Web Map

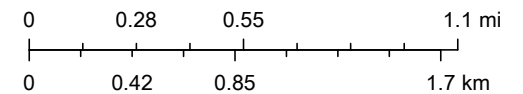


4/23/2019, 4:48:18 PM

 Healthy Food

 Healthy Food Retail Locations

1:36,112



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan,

Web AppBuilder for ArcGIS
Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS |



FEMA Floodplains

The City of Austin Watershed Protection Department produced this product for informational purposes. It is not intended for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative locations of property boundaries. No warranty is made by the City of Austin regarding specific accuracy or completeness. Final determination of the floodplain status for a property must be based on a topographic survey by a Texas registered professional. For regulatory purposes, 100-Year floodplain elevations must be determined from an engineering model created in accordance with the Drainage Criteria Manual and approved by the City of Austin.

- Address
- Parcel
- FEMA Floodplain
 - 100 Year (Detailed-AE)
 - 100 year (Shallow-AO)
 - 100 Year (Approx-A)
 - X Protected by Levee
 - 500 Year

0 200 400 Feet



Attachment L
Zoning Verification Letter

CITY OF AUSTIN - ZONING VERIFICATION LETTER

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

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

Party Requesting Verification

Name: Megan Lasch
Mailing Address:
5501 A Balcones Dr. #302
Austin, TX 78731

Tax Parcel Identification Number

Agency: TCAD
Parcel ID: 289145

Zoning Classification(s)

Find definitions at <http://www.austintexas.gov/page/zoning-districts>

MF-6-CO

Zoning Case Number(s)

Look up case info at https://www.austintexas.gov/devreview/a_queryfolder_permits.jsp

C14-2016-0087

Zoning Ordinance Number(s)

Look up ordinances at <http://austintexas.gov/edims/search.cfm>

20170126-078

For Address Verification visit:

<http://austintexas.gov/addressverification>

To access zoning ordinance documentation visit:

<http://austintexas.gov/edims/search.cfm>

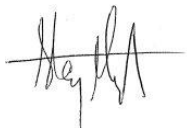
To access zoning overlay documentation (Land Development Code Chapter 25-2 Division 6) visit:

<http://austintexas.gov/department/austin-city-code-land-development-code>

<http://austintexas.gov/department/zoning>

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

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



2/12/2019

289145

ORDINANCE NO. 20170126-078

AN ORDINANCE REZONING AND CHANGING THE ZONING MAP FOR THE PROPERTY LOCATED AT 2431 EAST OLTORF STREET FROM COMMUNITY COMMERCIAL (GR) DISTRICT TO MULTIFAMILY RESIDENCE HIGHEST DENSITY-CONDITIONAL OVERLAY (MF-6-CO) COMBINING DISTRICT.

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

PART 1. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from community commercial (GR) district to multifamily residence highest density-conditional overlay (MF-6-CO) combining district on the property described in Zoning Case No. C14-2016-0087, on file at the Planning and Zoning Department, as follows:

Lots 2-7, Willow Creek Commercial Section II subdivision, a subdivision in Travis County, Texas, as recorded in Volume 87, Pages 110B-110C of the Plat Records of Travis County, Texas (the "Property"),

locally known as 2431 East Oltorf Street in the City of Austin, Travis County, Texas, generally identified in the map attached as Exhibit "A".

PART 2. The Property within the boundaries of the conditional overlay combining district established by this ordinance is subject to the following condition:

- A. The maximum height of a building or structure on the Property is limited to 60 feet.
- B. A site plan or building permit for the Property may not be approved, released, or issued if the completed development or uses of the Property, considered cumulatively with all existing or previously authorized development and uses, generate traffic that exceeds 2,000 trips per day.

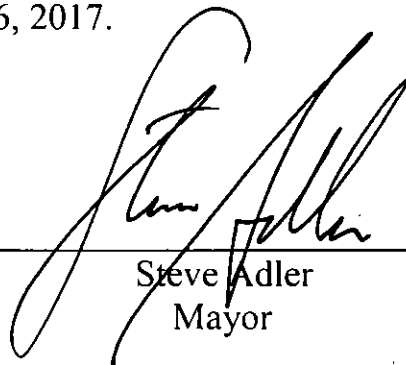
Except as specifically restricted under this ordinance, the Property may be developed and used in accordance with the regulations established for the multifamily residence highest density (MF-6) district and other applicable requirements of the City Code.

PART 3. This ordinance takes effect on February 6, 2017.

PASSED AND APPROVED

_____, January 26, 2017

§
§
§



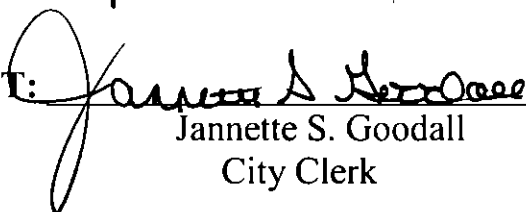
Steve Adler
Mayor

APPROVED:

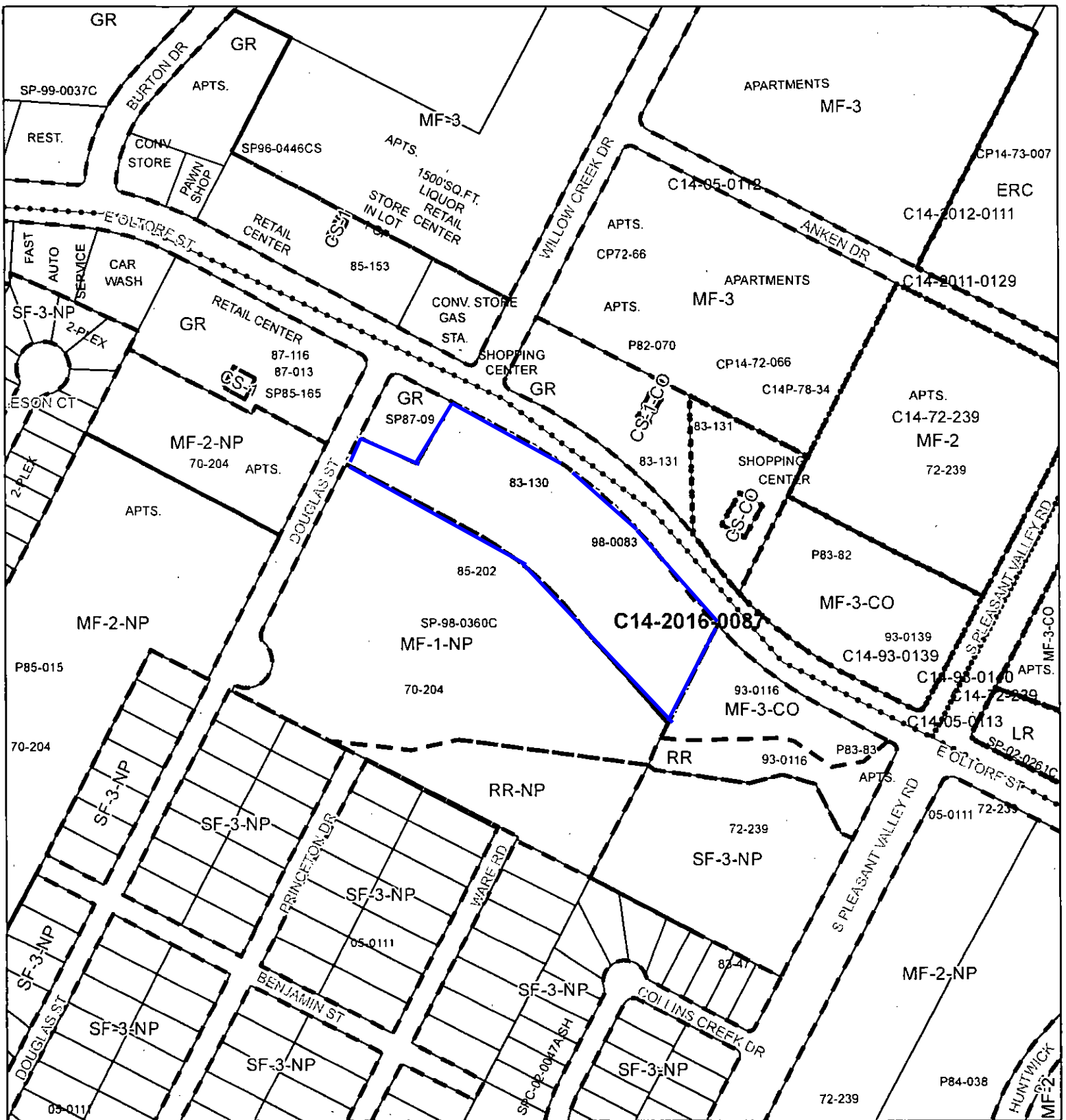


Anne L. Morgan
City Attorney

ATTEST:



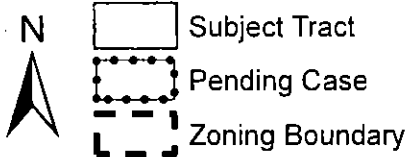
Jannette S. Goodall
City Clerk



ZONING

EXHIBIT A

Case#: C14-2016-0087



0 200 Feet

1" = 300'

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the Planning and Zoning Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



Created: 8/26/2016

Attachment M
Evidence of Site Control

**ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT –
UNIMPROVED PROPERTY**
(Vi Collina)

THIS ASSIGNMENT AND ASSUMPTION OF COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "Assignment") is made as of the 6 day of February, 2019, by and between SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company ("Assignor"), and VI COLLINA, LLC, a Texas limited liability company ("Assignee").

RECITALS

A. CEDAR WILLOW CREEK, LTD., a Texas limited partnership ("Seller"), and Assignor heretofore entered into that certain Commercial Contract – Unimproved Property dated as of December 8, 2017, as modified and supplemented by that certain Addendum to Commercial Contract – Unimproved Property, dated of even date therewith, as amended by that certain First Amendment to Commercial Contract – Unimproved Property dated as of April 9, 2018, as further amended by that certain Second Amendment to Commercial Contract – Unimproved Property dated as of April 24, 2018, as further amended by that certain Third Amendment to Commercial Contract – Unimproved Property dated on or about October 25, 2018 (the "Contract").

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

TERMS

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

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

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

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

4. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Assignment shall be construed in accordance with and be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment the day and year first above written.

ASSIGNOR:

SAIGEBROOK DEVELOPMENT, LLC,
a Florida limited liability company

By: 

Lisa Stephens, President

ASSIGNEE:

VI COLLINA, LLC,
a Texas limited liability company

By: 

Name: Megan Lasch

Title: President

CONSENT TO ASSIGNMENT OF COMMERCIAL CONTRACT – UNIMPROVED PROPERTY

CEDAR WILLOW CREEK, LTD., a Texas limited partnership ("Seller") hereby consents to the assignment by SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company ("Assignor") of all of its rights, duties and obligations under that certain Commercial Contract – Unimproved Property, by and between Seller and Assignor, dated as of December 8, 2017, as modified and supplemented by that certain Addendum to Commercial Contract – Unimproved Property, dated of even date therewith, as amended by that certain Amendment to Commercial Contract – Unimproved Property dated April 9, 2018, as further amended by that certain Second Amendment to Commercial Contract – Unimproved Property, dated as of April 24, 2018, as further amended by that certain Third Amendment to Commercial Contract – Unimproved Property, dated as of October 25, 2018, as further amended by that certain Fourth Amendment to Commercial Contract – Unimproved Property, dated of even date herewith (collectively, the "Agreement"), with respect to certain real property, as more particularly described in the Agreement, to VI COLLINA, LLC, a Texas limited liability company ("Assignee"), notwithstanding that Assignee is not controlled by or under common control with Assignor.

SELLER:

CEDAR WILLOW CREEK, LTD., a Texas
limited partnership

By: 

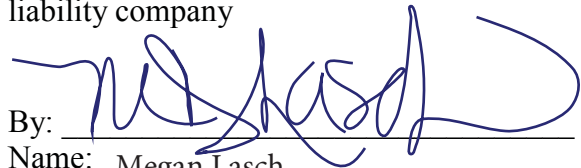
Name: Jimmy Nassour

Date: 2-27, 2019

JOINDER AND CONSENT OF VI COLLINA, LLC

VI COLLINA, LLC, a Texas limited liability company, as assignee of all of Saigebrook Development, LLC's ("Saigebrook") interest in and to that certain Commercial Contract – Unimproved Property dated December 8, 2017, as modified and supplemented by that certain Addendum to Commercial Contract – Unimproved Property of even date therewith, as amended by that certain Amendment to Commercial Contract – Unimproved Property dated on or about April 9, 2018, as further amended by that certain Second Amendment to Commercial Contract – Unimproved Property dated on or about April 24, 2018, as further amended by that certain Third Amendment to Commercial Contract – Unimproved Property dated on or about October 25, 2018, pursuant to that certain Assignment and Assumption of Commercial Contract – Unimproved Property dated February 22, 2019, hereby joins and consents to Saigebrook's execution of that certain Fourth Amendment to Commercial Contract – Unimproved Property dated of even date herewith and attached hereto as Exhibit "A".

VI COLLINA, LLC, a Texas limited
liability company

By: 

Name: Megan Lasch

Title: President

Date: 2-26-19

EXHIBIT “A”

**FOURTH AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED
PROPERTY**

THIS FOURTH AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY (this “Amendment”) is entered into as of the 22 day of February, 2019, by and between **CEDAR WILLOW CREEK, LTD.**, a Texas limited partnership (“Seller”), and **SAIGEBROOK DEVELOPMENT, LLC**, a Florida limited liability company (“Purchaser”).

RECITALS

WHEREAS, Seller and Purchaser are parties to that certain Commercial Contract – Unimproved Property dated December 8, 2017 (the “Contract”), as modified and supplemented by that certain Addendum to Commercial Contract – Unimproved Property of even date therewith (the “Addendum”), as amended by that certain Amendment to Commercial Contract – Unimproved Property dated on or about April 9, 2018 (the “First Amendment”), as further amended by that certain Second Amendment to Commercial Contract – Unimproved Property dated on or about April 24, 2018 (the “Second Amendment”), as further amended by that certain Third Amendment to Commercial Contract – Unimproved Property dated on or about October 25, 2018 (the “Third Amendment”; and together with the Contract, the Addendum, the First Amendment and the Second Amendment, collectively, the “Agreement”) for the sale of that certain real property located in Travis County, Texas and defined as the “Property” in Section 2(a) of the Contract (the “Property”);

WHEREAS, Purchaser and Seller desire to amend the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Seller and Purchaser hereby agree as follows:

1. **RECITALS**: The above recitals are true and correct and incorporated into this Amendment by this reference.
2. **DEFINITIONS**: Any capitalized terms not defined in this Amendment shall have the meaning given to such term in the Agreement.
3. **LEGAL DESCRIPTION**: Seller and Purchaser hereby acknowledge and agree that the legal description of the Property to be conveyed by Seller to Purchaser is hereby amended to be the legal description of the Property as set forth on **Exhibit “A”** attached hereto and made a part hereof. Any references to the term Property in the Agreement shall mean and refer to the Property as described on **Exhibit “A”** attached hereto.
4. **FULL FORCE AND EFFECT**: Except as specifically modified by this Amendment, all other provisions of the Agreement remain in full force and effect. To the extent of any conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control.

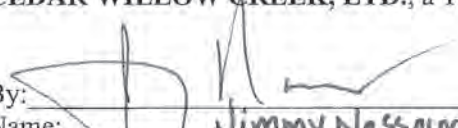
5. AUTHORITY: Seller and Purchaser represent and warrant to the other that such party has the full right, power, and lawful authority to enter into, execute, and perform under this Amendment and that such actions do not violate any other agreement, covenant, or restriction placed upon such party. Seller and Purchaser further represent and warrant to the other that the person signing this Amendment on its behalf has been duly authorized to sign this Amendment.
6. GOVERNING LAW: This Amendment shall be governed by the laws of the State of Texas, without application of its conflict of law principles.
7. BINDING EFFECT: This Amendment shall be binding upon, and shall inure to the benefit of, Seller, Purchaser, and their respective successors or assigns.
8. HEADINGS: The headings contained in this Amendment are for convenience of reference only and shall not be construed as limiting or defining in any way the provisions of this Amendment.
9. COUNTERPARTS: This Amendment may be executed in counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Any signature delivered by facsimile or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party.

{remainder of this page intentionally left blank}

IN WITNESS WHEREOF, Seller and Purchaser have executed this Amendment as of the date and year first above written.

SELLER:

CEDAR WILLOW CREEK, LTD., a Texas limited partnership

By: 
Name: Jimmy Nassour
Title: Mgr.

PURCHASER:

SAIGEBROOK DEVELOPMENT, LLC, a Florida limited liability company


By: 
Lisa M. Stephens, President

EXHIBIT "A"

Legal Description

BEING all of Lots 2, 3, 4, 5, 6, and part of Lot 7, Willow Creek Commercial, Section II, an addition in the City of Austin, Travis County, Texas, according to the plat recorded in Volume 87, Pages 110B and 110C, Plat Records, Travis County, Texas (P.R.T.C.T.), the subject tract being more particularly described as follows (bearings are based on the State Plane Coordinate System, Texas Central Zone (4203), North American Datum of 1983 (NAD '83)):

BEGINNING at a 1/2 inch rebar with cap stamped "HOLT" found at the northwest corner of said Lot 2, lying in the southwest right-of-way of East Oltorf Street (called to be a 90' right-of-way by said Willow Creek Commercial, Section II);

THENCE with the southwest right-of-way of said East Oltorf Street, the following calls:

1. SOUTH 61 degrees 42 minutes 18 seconds EAST, a distance of 168.31 feet to a 5/8 inch rebar found at the beginning of a tangent curve to the right, having a radius of 1012.50 feet, a central angle of 26 degrees 23 minutes 35 seconds, and a chord bearing and distance of SOUTH 48 degrees 30 minutes 13 seconds EAST, 462.29 feet;
2. Along the arc of said curve, an arc distance of 466.40 feet to the northeast corner of said Lot 5, from which a 1/2 inch rebar found bears SOUTH 83 degrees WEST, 0.27 feet, being the beginning of a reverse curve, having a radius of 1012.50 feet, a central angle of 09 degrees 20 minutes 53 seconds, and a chord bearing and distance of SOUTH 40 degrees 00 minutes 28 seconds EAST, 165.01 feet;
3. Along the arc of said curve, an arc distance of 165.19 feet to the northwest corner of Lot 1, Willow Bend II Addition, an addition in the City of Austin, Travis County, Texas, according to the plat recorded in Volume 83, Page 184B, P.R.T.C.T., from which a 1/2 inch iron pipe found bears NORTH 01 degree WEST, 0.42 feet;

THENCE with the west line of said Lot 1, SOUTH 27 degrees 11 minutes 07 seconds WEST, a distance of 250.09 feet to a 3/8 inch rebar found at the southernmost corner of said Lot 7;

THENCE with the perimeter and to the corners of said Lot 7, the following calls:

1. NORTH 41 degrees 12 minutes 51 seconds WEST, a distance of 289.01 feet to the beginning of a non-tangent curve to the left, having a radius of 774.50 feet, a central angle of 25 degrees 50 minutes 10 seconds, and a chord bearing and distance of NORTH 48 degrees 46 minutes 48 seconds WEST, 346.29 feet;
2. Along the arc of said curve, an arc distance of 349.24 feet to a 1/2 inch rebar with cap stamped "HOLT" found;
3. NORTH 61 degrees 42 minutes 18 seconds WEST, a distance of 317.17 feet to the westernmost corner of said Lot 7, from which a 1/2 inch rebar found bears NORTH 78 degrees EAST, 0.46 feet;
4. NORTH 27 degrees 20 minutes 12 seconds EAST, a distance of 68.01 feet to the northernmost corner of said Lot 7, from which a 1/2 inch rebar with cap stamped "HOLT" found bears SOUTH 69 degrees EAST, a distance of 0.23 feet;
5. SOUTH 61 degrees 42 minutes 18 seconds EAST, a distance of 25.36 feet to a point in the northeast line of said Lot 7;

THENCE through the interior of said Lot 7, the following calls:

1. SOUTH 28 degrees 17 minutes 42 seconds WEST, a distance of 38.00 feet;
2. SOUTH 61 degrees 42 minutes 28 seconds EAST, a distance of 22.93 feet;
3. NORTH 88 degrees 43 minutes 02 seconds EAST, a distance of 21.27 feet;
4. NORTH 28 degrees 17 minutes 42 seconds EAST, a distance of 27.50 feet to a point in the northeast line of said Lot 7;

THENCE with the northeast line of said Lot 7, SOUTH 61 degrees 42 minutes 18 seconds EAST, a distance of 83.21 feet to a 5/8 inch rebar found at the southwest corner of said Lot 2;

THENCE with the west line of said Lot 2, NORTH 28 degrees 17 minutes 42 seconds EAST, a distance of 169.99 feet, returning to the **POINT OF BEGINNING** and enclosing 4.558 acres (198,555 square feet) of land, more or less.

**THIRD AMENDMENT TO COMMERCIAL
CONTRACT – UNIMPROVED PROPERTY**

THIS AMENDMENT TO COMMERCIAL CONTRACT – UNIMPROVED PROPERTY (this “Amendment”) is made by and between **CEDAR WILLOW CREEK, LTD.**, a Texas limited partnership (“Seller”), whose address is 3839 Bee Cave Road, Suite 200, Austin, Texas 78746, and **SAIGEBROOK DEVELOPMENT, LLC**, a Florida limited liability company, its successors and/or assigns (“Buyer”), whose office address is 5501-A Balcones Drive, #302, Austin, Texas 78731.

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract – Unimproved Property, dated on or about December 8, 2017 (the “Contract”), as modified and supplemented by that certain Addendum to Commercial Contract – Unimproved Property of even date therewith (the “Addendum”, and together with the Contract, the “Agreement”); and

WHEREAS, Buyer and Seller executed the First Amendment to the Agreement on April 9, 2018; and

WHEREAS, Buyer and Seller executed the Second Amendment to Commercial Contract – Unimproved Property on or around April 24, 2018 (the “Second Amendment”); and

WHEREAS, Buyer and Seller desire to further amend the Agreement as more particularly set forth below.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Seller and Buyer hereby agree as follows:

1. RECITALS: The above recitals are true and correct and incorporated into this Amendment by this reference.
2. DEFINITIONS: Any capitalized terms not defined in this Amendment shall have the meaning given to such term in the Agreement, and the term “Agreement” shall mean and include all amendments thereto.
4. SALES PRICE: Notwithstanding anything in the Agreement to the contrary, the Sales Price is \$3,400,000.00
3. FEASIBILITY PERIOD: Notwithstanding anything in the Agreement to the contrary, the Feasibility Period shall expire at 5:00 p.m. Central Time on March 15, 2019. All references to the Feasibility Period in the Agreement shall remain unchanged except for the aforementioned change in date.
4. EARNEST MONEY: Notwithstanding anything in the Agreement to the contrary, unless the Agreement is sooner terminated, the Second Deposit, being \$25,000.00, shall be due and

payable to Escrow Agent March 17, 2019. Additionally, subparts (i)-(iv) of Section 2(a) of the Addendum are deleted in their entirety and replaced with the following:

“(i) within two days after the expiration of the Feasibility Period, Ten Thousand Dollars (\$10,000.00) of the Escrow Deposit shall become non-refundable to Buyer except upon Seller’s default or as provided in this Agreement;

(ii) if this Agreement has not been terminated by the Buyer by 5:00 p.m. Central Time on April 15, 2019, an additional sum of Ten Thousand Dollars (\$10,000.00) from the Escrow Deposit shall become non-refundable to Buyer, for an aggregate hard Escrow Deposit of Twenty Thousand Dollars (\$20,000.00), except upon Seller’s default or as provided in this Agreement;

(iii) if this Agreement has not been terminated by the Buyer by 5:00 p.m. Central Time on May 15, 2019, an additional sum of Ten Thousand Dollars (\$10,000.00) from the Escrow Deposit shall become non-refundable to Buyer, for an aggregate hard Escrow Deposit of Thirty Thousand Dollars (\$30,000.00), except upon Seller’s default or as provided in this Agreement;

(iv) if this Agreement has not been terminated by the Buyer by 5:00 p.m. Central Time on June 15, 2019, an additional sum of Ten Thousand Dollars (\$10,000.00) from the Escrow Deposit shall become non-refundable to Buyer, for an aggregate hard Escrow Deposit of Forty Thousand Dollars (\$40,000.00), except upon Seller’s default or as provided in this Agreement; and

(v) if this Agreement has not been terminated by the Buyer by 5:00 p.m. Central Time on August 1, 2019, Purchaser shall deposit with the Escrow Agent an additional sum of Fifty Thousand Dollars (\$50,000.00), the “Third Deposit”. Upon payment, the Third Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of Ninety Thousand Dollars (\$90,000.00), except upon Seller’s default or as provided in this Agreement.”

5. **MARKETING OF PROPERTY:** Section 5 of the Second Amendment is hereby deleted in its entirety and is of no further force or effect.

6. **CLOSING:** Should the Agreement remain in full force and effect as of the expiration of the Feasibility Period, then notwithstanding anything in the Agreement to the contrary, the Closing Date shall be as set forth in Section 7 of the Second Amendment.

7. **BINDING EFFECT:** This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

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

9. **COUNTERPARTS:** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic

transmission, such as a PDF, shall be considered an original signature by the sending party. Either party or both parties shall be permitted to electronically execute this Amendment and all other related documents, in accordance with Texas Statutes Chapter 322.

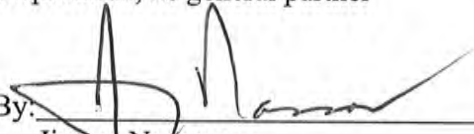
10. CONFLICT: In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail. Except as modified herein, the Agreement remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

(Remainder of page intentionally blank. Signature page to follow.)

SELLER:

CEDAR WILLOW CREEK, LTD., a Texas
limited partnership

By: Cedar Contracting, Inc., a Texas
corporation, its general partner

By: 
Jimmy Nassour

BUYER:

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

By: 
Lisa Stephens, President

SECOND AMENDMENT TO COMMERCIAL
CONTRACT - UNIMPROVED PROPERTY

THIS AMENDMENT TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "Amendment") is made by and between **CEDAR WILLOW CREEK, LTD.**, a Texas limited partnership ("Seller"), whose address is 3839 Bee Cave Road, Suite 200, Austin, TX 78746, and **SAIGEBROOK DEVELOPMENT, LLC**, a Florida limited liability company, its successors and/or assigns ("Buyer"), whose office address is 421 West 3rd Street, Suite 1504, Austin, Texas 78701.

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Unimproved Property, dated on or about December 8, 2017 (the "Contract"), as modified and supplemented by that certain Addendum to Commercial Contract – Unimproved Property of even date therewith (the "Addendum", and together with the Contract, the "Agreement"); and

WHEREAS, Buyer and Seller executed the First Amendment to the Agreement on April 9, 2018; and

WHEREAS, Buyer and Seller desire to further amend the Agreement as more particularly set forth below.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Seller and Buyer hereby agree as follows:

1. **RECITALS**: The above recitals are true and correct and incorporated into this Amendment by this reference.
2. **DEFINITIONS**: Any capitalized terms not defined in this Amendment shall have the meaning given to such term in the Agreement.
3. **FEASIBILITY PERIOD**: Notwithstanding anything in the Agreement to the contrary, the Feasibility Period shall expire at 5:00 p.m. Central Time on April 12, 2019. All references to the Feasibility Period in the Agreement shall remain unchanged except for the aforementioned change in date. By way of example, and by no means a limitation of the foregoing, Buyer shall have up and until 5:00 p.m. Central Time on April 12, 2019 to terminate the Agreement for any reason or no any reason and receive a refund of the earnest money less the \$100.00 that Seller shall retain as independent consideration for Buyer's unrestricted right to terminate.
4. **EARNEST MONEY**: Notwithstanding anything in the Agreement to the contrary, unless the Agreement is sooner terminated, the Second Deposit shall be due and payable to Escrow Agent on April 15, 2019. Additionally, subparts (i)-(iv) of Section 2(a) of the Contract are deleted in their entirety and replaced with the following:

“(i) if the Contract has not been terminated by Buyer in accordance with the terms hereof by the expiration of the Feasibility Period, \$10,000.00 of the Escrow Deposit shall

be deemed hard and non-refundable to Buyer, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation;

(ii) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on May 31, 2019, an additional \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$20,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation;

(iii) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on June 29, 2019, an additional \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$30,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation; and

(iv) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on July 31, 2019, an additional \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$40,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation.”

5. SELLER’S RIGHT TO CONTINUE TO MARKET THE PROPERTY: Seller may continue to market the Property for sale to bona fide third-party purchasers up until December 13, 2018. In the event that Seller receives an acceptable offer to purchase the Property prior to December 13, 2018, the Buyer shall have the right to match this offer within seven (7) calendar days of Seller’s acceptance of the third-party offer. If Buyer fails to match the offer in that time period, Buyer’s rights to purchase the Property under the Agreement shall terminate and shall be deemed null and void and of no further effect.

6. TAX CREDITS: The term “Tax Credits” as used in the Agreement, including, but not limited to, Section 6(b) of the Contract, shall hereinafter refer to the 2019 Application Cycle for Federal Income Tax Credits under the Low Income Housing Tax Credit Program.

7. CLOSING: Should the Agreement remain in full force and effect as of the expiration of the Feasibility Period, then notwithstanding anything in the Agreement to the contrary, the Closing Date shall be August 30, 2019. Buyer shall continue to have the right to extend the Closing Date pursuant to the four Closing Extensions referenced in Section 7 of the Contract (but to no later than December 31, 2019); provided, however, notwithstanding anything in the Agreement to the contrary, Buyer will not receive a credit toward its payment of the Purchase Price for any of the Closing Extensions paid to Seller. Except as modified herein, Section 7 shall otherwise remain in full force and effect.

8. BINDING EFFECT: This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

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

10. COUNTERPARTS: This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party. Either party or both parties shall be permitted to electronically execute this Amendment and all other related documents, in accordance with Texas Statutes Chapter 322.

11. CONFLICT: In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail. Except as modified herein, the Agreement remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

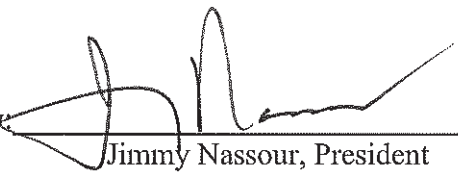
{SIGNATURES ON FOLLOWING PAGE}

IN WITNESS WHEREOF, the parties hereto hereby execute this Amendment as of the
24th day of April, 2018.

SELLER:

CEDAR WILLOW CREEK, LTD., a Texas
limited partnership

By: Cedar Contracting, Inc., a Texas
corporation, its general partner

By: 
Jimmy Nassour, President

BUYER:

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

By: _____
Lisa Stephens, President

IN WITNESS WHEREOF, the parties hereto hereby execute this Amendment as of the 24th day of April, 2018.

SELLER:

CEDAR WILLOW CREEK, LTD., a Texas
limited partnership

By: Cedar Contracting, Inc., a Texas
corporation, its general partner

By: _____
Jimmy Nassour, President

BUYER:

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

By:  _____
Lisa Stephens, President

AMENDMENT TO COMMERCIAL
CONTRACT - UNIMPROVED PROPERTY

THIS AMENDMENT TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "Amendment") is made by and between **CEDAR WILLOW CREEK, LTD.**, a Texas limited partnership ("Seller"), whose address is 3839 Bee Cave Road, Suite 200, Austin, TX 78746, and **SAIGEBROOK DEVELOPMENT, LLC**, a Florida limited liability company, its successors and/or assigns ("Buyer"), whose office address is 421 West 3rd Street, Suite 1504, Austin, Texas 78701.

WHEREAS, Seller and Buyer are parties to that certain Commercial Contract - Unimproved Property, dated on or about December 8, 2017 (the "Contract"), as modified and supplemented by that certain Addendum to Commercial Contract – Unimproved Property of even date therewith (the "Addendum", and together with the Contract, the "Agreement"); and

WHEREAS, Buyer and Seller desire to amend the Agreement as more particularly set forth below.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Seller and Buyer hereby agree as follows:

1. **RECITALS:** The above recitals are true and correct and incorporated into this Amendment by this reference.
2. **DEFINITIONS:** Any capitalized terms not defined in this Amendment shall have the meaning given to such term in the Agreement.
3. **FEASIBILITY PERIOD:** Notwithstanding anything in the Agreement to the contrary, the Feasibility Period shall expire at 5:00 p.m. Central Time on April 24, 2018. All references to the expiration of the Feasibility Period in the Agreement shall remain unchanged except for the aforementioned change in date. By way of example, and by no means a limitation of the foregoing, Buyer shall have up and until 5:00 p.m. Central Time on April 24, 2018 to terminate the Agreement for any reason and receive a refund of the earnest money less the \$100.00 that Seller shall retain as independent consideration for Buyer's unrestricted right to terminate.
4. **BINDING EFFECT:** This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.
5. **HEADINGS:** Headings in this Amendment are for convenience and reference only and shall not be used to interpret or construe its provisions.
6. **COUNTERPARTS:** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party.

Either party or both parties shall be permitted to electronically execute this Amendment and all other related documents, in accordance with Texas Statutes Chapter 322.

7. CONFLICT: In the event of any conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall prevail. Except as modified herein, the Agreement remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.


{SIGNATURES ON FOLLOWING PAGE}

9th **IN WITNESS WHEREOF**, the parties hereto hereby execute this Amendment as of the day of April, 2018.

SELLER:

CEDAR WILLOW CREEK, LTD., a Texas
limited partnership

By: Cedar Contracting, Inc., a Texas
corporation, its general partner

By: 
Jimmy Nassour, President

BUYER:

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

By: 
Lisa Stephens, President



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: Cedar Willow Creek, Ltd.

Address: 3839 Bee Cave Road, Suite 200, Austin, TX 78746

Phone: 512-474-2900

E-mail: limmy@limmynassour.com

Fax: 512-474-4547

Other: _____

Buyer: Saigebrook Development, LLC and/or assigns

Address: 421 West 3rd Street, Suite 1504, Austin, TX 78701

Phone: 512-383-5470

E-mail: megan@o-sda.com

Fax: _____

Other: lisa@saigebrook.com

2. PROPERTY:

- A. "Property" means that real property situated in Travis County, Texas at 2431 E. Oltorf Street, Austin, TX 78741 (address) and that is legally described on the attached Exhibit _____ or as follows:

Lots 2-7, Willow Creek Commercial, Sec. 11, Abstract 24, Santiago del Valle having Travis County Appraisal District Property ID No. 289145, save and except approximately 1,606 SF plus related access and utility easements leased to AT&T Wireless Services for its use as a cell site, to be separately retained by the Seller.

- 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 \$ 3,300,000.00
- (2) Sum of all financing described in Paragraph 4 \$ _____
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ 3,300,000.00

[Signature]

[Signature]

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741B. 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.

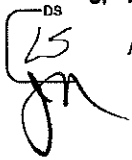
(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

☐ (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 ²3 days after the effective date, Buyer must deposit \$ 15,000.00 as earnest money with Stewart Title of Austin (title company) at 901 S. MoPac Expwy., Bldg. III, Ste. 100, Austin, TX 78746 (address) Mandy Dean-Knotts (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money. See Addendum to Commercial Contract - Unimproved Property

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

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741

~~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 2431 E. Oltorf Street, Austin, TX 78741

- ~~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 6D.~~
- ~~(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 G 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 \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.
- ☐ (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 independent consideration, 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:
- employ only trained and qualified inspectors and assessors;
 - notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - abide by any reasonable entry rules or requirements of Seller;
 - not interfere with existing operations or occupants of the Property; and
 - restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741

- (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 3 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 above in Seller's possession

- (2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☒ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (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~~

(TAR-1802) 1-1-16

Initiated for Identification by Seller

and Buyer

Page 5 of 13

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741

~~(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 1038 - 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 40 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: Carlson Commercial Properties, LLCCooperating Broker: Mathias PartnersAgent: Steve PortnoyAgent: Michael LevyAddress: 3839 Bee Cave Road, Ste 200Address: 505 W. 15th StreetAustin, TX 78746Austin, TX 78701Phone & Fax: [REDACTED]Phone & Fax: [REDACTED]E-mail: [REDACTED]E-mail: [REDACTED]@s.comLicense No.: 9001051License No.: 602940

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:

☒ 3.0 % of the sales price.☐ _____

Cooperating Broker a total cash fee of:

☒ 3.0 % of the sales price.☐ _____

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.

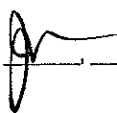
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

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

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741**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.
 - ☒ August 31, 2018 (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.




Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741

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.

(TAR-1802) 1-1-16 Initialed for Identification by Seller [Signature] and Buyer [Signature]

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741

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.

(TAR-1802) 1-1-16

Initialed for Identification by Seller



and Buyer



Page 9 of 18

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741

- 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.

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741

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) See 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 real property is described in Paragraph 2 of this contract.

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741

- 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 December 12, 2017, 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: Cedar Willow Creek, Ltd, a Texas limited partnership

Buyer: Salgebrook Development LLC

By: Cedar Contracting, Inc., its General Partner

By: DocuSigned by:

By (signature): 

By (signature): 

Printed Name: Jimmy Nassour

Printed Name: Lisa Stephens

Title: President

Title: President

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Commercial Contract - Unimproved Property concerning 2431 E. Oltorf Street, Austin, TX 78741**AGREEMENT BETWEEN BROKERS***(use only if Paragraph 9B(1) is effective)*

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

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

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

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYSSeller's attorney: selfBuyer's attorney: Robert ChengShutts & Bowen, LLP

Address: _____

Address: 200 S. Biscayne Blvd., Suite 4100Miami, FL 33131

Phone & Fax: _____

Phone & Fax: 305-415-9083

E-mail: _____

E-mail: rcheng@shutts.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 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 December 11, 2017 (effective date);☐ B. earnest money in the amount of \$15,000 in the form of wire on 12-12-17.Title company: Stewart Title of Austin, LLC Address: 901 S. Mopac Expy. Bldg III Ste 100By: Mandy R. DeanAustin TX 78746

Phone & Fax: _____

Phone & Fax: 512 472 9231Assigned file number (GF#): 156049E-mail: mandy.dean@Stewart.com

ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

THIS ADDENDUM TO COMMERCIAL CONTRACT - UNIMPROVED PROPERTY (this "Addendum") is by and between **CEDAR WILLOW CREEK, LTD.**, a Texas limited partnership ("Seller"), whose office address is 3839 Bee Cave Road, Suite 200, Austin, Texas 78746, and **SAIGEBROOK DEVELOPMENT, LLC**, a Florida limited liability company, its successors and/or assigns ("Buyer"), whose office address is 421 West 3rd Street, Suite 1504, Austin, Texas 78701. The effective date of this Addendum shall be the date that this Addendum is fully executed by Seller and Buyer (the "Effective Date").

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

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

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

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

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

(b) Buyer shall, within thirty (30) days of receipt of Title Commitment, notify Seller in writing specifying any objections to matters shown on the Title Commitment or the Survey (the "Title Objections"). Any matters on the Title Commitment or the Survey that Buyer does not timely object to, and which are not items set forth in Sections 1(c)(ii)-(iv) below, shall be deemed "Permitted Exceptions." If Buyer notifies Seller of any title objections, Seller has ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the title objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller's Cure Notice, notify Seller that this Contract is terminated, in which case the Earnest Money (less the Independent Consideration) shall be refunded to Buyer. If Buyer does not terminate this Contract as provided in this paragraph, then at or before Closing Seller must cure the Title Objections that Seller has agreed to cure and Buyer shall be deemed to have waived any remaining Title Objections.

(c) Notwithstanding anything in Section 1(b) above, at or prior to Closing, Seller shall cause to be cured, remedied, or released (i) any and all Title Objections which

Seller has elected, or is deemed to have elected, to cure pursuant to Section 1(b) hereof, (ii) any mortgages, deeds of trust or judgment liens, (iii) construction liens and other liens (other than the lien of real estate taxes and assessments not yet due and payable) concerning the Property provided for by statute, code or ordinance, or created by express grant in writing by Seller, and (iv) any and all encumbrances and/or exceptions concerning the Property created by, under or through Seller after the Effective Date.

(d) From time to time prior to Closing, Buyer may cause, at its sole expense, the Title Commitment and/or the survey to be updated (the "Title Update") and a copy of the Title Update shall be delivered to Seller. If within ten (10) days following receipt of same Buyer objects in writing to any matters shown on the Title Update that were not shown on the Title Commitment or the survey, such matters shall be deemed Title Objections and the provisions of subparagraph 6(C) of the Contract shall apply to those matters.

2. Earnest Money.

(a) Within two (2) business days following the Effective Date, Buyer shall deposit as an earnest money deposit, the sum of Fifteen Thousand and No/100 Dollars (\$15,000.00) (the "Initial Deposit") with the Title Company (the "Escrow Agent"). Buyer shall make an additional deposit payable to Escrow Agent in the amount of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) (the "Second Deposit") within two (2) business days following the expiration of the Feasibility Period. The Initial Deposit and the Second Deposit are collectively referred to herein as the "Escrow Deposit." If Buyer fails to terminate the Contract and this Addendum prior to the expiration of the Feasibility Period, the Escrow Deposit, to the extent paid, shall be non-refundable to Buyer (except as otherwise expressly provided for in the Contract and this Addendum) and credited to the Purchase Price at Closing (as hereinafter defined), unless a party is in default under the Contract or this Addendum, in which case the Escrow Deposit, less the \$100.00 independent consideration referenced in Section 2(b) hereof, together with any interest accrued thereon, if any, shall be disbursed by Escrow Agent to the appropriate party in accordance with the applicable provisions of the Contract and this Addendum. Notwithstanding anything contained in the Contract or this Addendum to the contrary, portions of the Escrow Deposit shall become non-refundable to Purchaser in all events as follows:

(i) if the Contract has not been terminated by Buyer in accordance with the terms hereof by the expiration of the Feasibility Period, \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation;

(ii) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on May 31, 2018, \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$20,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to

deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation;

(iii) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on June 29, 2018, \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$30,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation; and

(iv) if the Contract has not been terminated by Buyer in accordance with the terms hereof by 5:00 p.m. Central Time on July 31, 2018, \$10,000.00 of the Escrow Deposit shall be deemed hard and non-refundable to Buyer, for an aggregate hard Escrow Deposit of \$40,000.00, unless Closing does not occur as a result of a default by Seller, Seller's inability to deliver indefeasible title subject only to the Permitted Exceptions at Closing, or termination of the Contract due to condemnation.

(b) Paragraph 7B(1) of the Contract is hereby amended to provide that in the event Buyer terminates the Contract within the Feasibility Period, the Escrow Deposit will be refunded to Buyer less \$100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate.

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

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

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

(b) The Contract, as supplemented by this Addendum, constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

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

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

(e) There are no actions, suits or proceedings pending or, to the best of Seller's current actual knowledge, threatened against Seller or the Property.

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

(g) Except as may be set forth to the contrary in any environmental assessment, soils, or similar investigation reports concerning the Property delivered by Seller to Purchaser, Seller has no current actual knowledge of hazardous substances present on the Property in any quantity or manner that violates, or that gives rise to liability, under any applicable environmental law, regulation, or ordinance. Notwithstanding such representation, Buyer intends to perform its own due diligence and obtain third party reports to assess all environmental conditions, as well as the feasibility of developing the Property.

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

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

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

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

(l) There are no leases, tenancies, or other rights of occupancy or use of any portion of the Property.

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

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

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

The representations contained in this Section 4 shall survive the Closing for a period of one (1) year.

5. Governmental Approval Applications. Seller shall promptly, upon Buyer's request and provided Seller thereby assumes no liability or obligation and at no cost to Seller, join in or otherwise consent to any and all applications (collectively, the "Applications") with respect to zoning, platting, site plan approval, vacations, dedications, surface water management permits, drainage permits, concurrency compliance approvals, building permits, and any and all other permits, consents, approvals, and/or authorizations which, in Buyer's reasonable opinion, are necessary or desirable for the development of the Property for Buyer's Intended Use. Buyer's "Intended Use" shall refer to the development of the Property with no less than one hundred (100) multifamily residential units. Notwithstanding the foregoing, Buyer agrees that in the event Closing does not occur, Seller's existing use of the Property shall not be disturbed and no encumbrance shall be placed on the Property without the advance written consent of the Seller.
6. Closing Conditions. Seller and Buyer acknowledge and agree that the obligation of Buyer to consummate the transaction contemplated hereby is also subject to the satisfaction of the following conditions (the "Closing Conditions"), unless waived in writing by Buyer prior to Closing:

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

(b) By Closing, Buyer shall have obtained TDHCA Financing (as hereinafter defined), or Buyer shall have waived in writing the requirement and condition precedent to obtain TDHCA Financing. For purposes of this Addendum, the term "TDHCA Financing" means, collectively: (i) an award from Texas Department of Housing and Community Affairs ("TDHCA") in the 2018 Application Cycle for Federal Income Tax Credits under the Low Income Housing Tax Credit Program ("Tax Credits"), combined with (ii) such other resources which may be awarded by TDHCA during this application cycle concurrent with the Tax Credits in an amount sufficient, in Buyer's sole and absolute discretion, to enable Buyer to acquire the Property and construct its intended improvements on the Property, with all time to appeal such award having expired and with no appeal then pending and no appeal instituted or petition filed, and (iii) a binding commitment acceptable to Buyer in its sole and absolute discretion for a syndication/sale of such Tax Credits to an investor.

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

7. Closing. Unless sooner terminated by either Seller or Buyer pursuant to the provisions of the Contract and this Addendum and subject to the terms and conditions of the Contract and this Addendum, Closing shall take place at the offices of the Title Company at 10:00 a.m. Central Time, or by mail, or at any other time mutually agreed to by the parties, on or before August 31, 2018 (the "Closing Date"). Buyer shall have the right to close this transaction prior to the then scheduled Closing Date. If Buyer elects to exercise such right, it will notify Seller of the earlier Closing Date at least ten (10) days prior to the new Closing Date. Buyer shall also have the right to extend the Closing Date (but to no later than December 31, 2018) by exercising up to four (4) consecutive 1-month Closing extensions (each 1-month Closing extension being referred to herein as a "Closing Extension"). If Buyer elects to exercise a Closing Extension, it shall notify Seller and Title Company in writing of such election on or before ten (10) days of the previously-scheduled Closing Date and deliver an extension fee in the amount of Ten Thousand and No/100 Dollars (\$10,000.00) ("Extension Fee") to Seller. If a Closing Extension is timely exercised by Buyer, the Closing Date will be extended by one (1) month to the last business day of the calendar month following the month of the prior Closing Date. Each Extension Fee is non-refundable upon payment to Seller, except if Closing does not occur

due to a default by Seller under the Contract or this Addendum or Seller's inability to deliver indefeasible title to the Property, in which case the Extension Fee shall be immediately returned to Buyer. Buyer will receive a credit toward its payment of the Purchase Price for each of the first two Extension Fees paid to Seller, but will not receive a credit toward its payment of the Purchase Price for the last two Extension Fees paid to Seller.

8. Seller Default. Sections 15(B) and 15(C) of the Contract are hereby deleted in its entirety and the following inserted in their place and stead: In the event that Seller is not entitled to terminate the Contract or this Addendum under any provision hereof and Buyer is not in default in performance of the terms hereof, then in the event that Seller should fail to consummate the transaction contemplated herein, fail to perform any of its obligations hereunder, or is otherwise in breach or default hereunder in any respect, including, but not limited to, being in breach of a representation or warranty, then Seller shall be in default under the Contract and this Addendum and Buyer may elect, as its sole and exclusive remedy, either to (i) terminate the Contract and this Addendum and (1) receive the return of the Earnest Money (less the Independent Consideration) and any interest accrued thereon and (2) recover from Seller damages in an amount equal to all out of pocket costs and expenses incurred by Buyer in connection with the proposed acquisition and development of the Property, but not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00), or (ii) pursue an action for specific performance. Notwithstanding the foregoing, if Seller's default consists of a sale of the Property to a third party in violation of Buyer's rights under the Contract and this Addendum, Buyer shall have the right to pursue any legal remedy available at law or in equity.
9. Brokers. The parties hereby represent and warrant each to the other that they have not utilized or engaged any real estate broker, salesman or finder with respect to the transaction contemplated by the Contract and this Addendum, other than Michael Levy of Mathias Partners and Steve Portnoy of Carlson Commercial Properties, LLC, whose commissions shall be paid by Seller pursuant to separate agreement. Each party hereby agrees to indemnify and hold the other harmless from and against any liability, loss, cost or expense (including reasonable attorneys' fees and court costs, including those incurred in dispute resolution or appellate matters) resulting from a claim or demand for any commissions in connection with the Contract or the purchase and sale of the Property which the indemnified party shall suffer as a result of a breach of the representations and warranties contained in this Section 9. The provisions of this Section 9 shall survive Closing or the earlier termination of the Contract and this Addendum.
10. Escrow Deposit.
 - (a) The Escrow Deposit shall be held in escrow by the Title Company and paid over or disbursed according to the terms of the Contract and this Addendum (together, the "Agreement"), and, unless otherwise refunded pursuant to the terms of the Agreement, the Escrow Deposit shall be paid over and applied against the Purchase Price at Closing. The Escrow Deposit shall be deposited by the Title Company in an interest bearing account. Any interest earned on the Escrow Deposit will be paid to the party that becomes entitled to the Escrow Deposit. Title Company shall have no responsibility for, nor shall Title Company be

held liable for, any loss occurring which arises from the fact that the amount of the Escrow Deposit may cause the aggregate amount of any depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Title Company shall not be responsible for any delay in the electronic wire transfer of funds.

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

(c) The Seller and Buyer hereby agree to jointly and severally indemnify and hold harmless the Title Company from and against all costs, damages, judgment, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which Title Company in good faith may incur or sustain in connection with serving as Title Company under this Agreement (collectively, the "Title Company Costs"), excluding any costs, damages, judgment, attorney's fees, expenses, obligations and liabilities arising from or as a result of a breach of this Agreement by Title Company, or the negligence of Title Company.

(d) The Title Company may resign as escrow agent hereunder by giving thirty (30) days written notice hereof to Buyer and Seller. Within ten (10) days after receipt of such notice, Buyer and Seller shall furnish to the Title Company written instructions for the release of the Escrow Deposit and corresponding escrow documents. If the Buyer and Seller fail to furnish the written instructions within the ten (10) day period, the Title Company may petition any court of competent jurisdiction for the appointment of a successor escrow agent and, upon such appointment, deliver the Escrow Deposit and corresponding escrow documents to such successor. By doing so, the Title Company shall not incur any liability to any party to this Agreement and shall be released from any further obligation, responsibility and liability under this Agreement. Furthermore, Title Company shall be entitled to be reimbursed out of the Escrow Deposit for its costs and reasonable attorney's fees that are incurred as a result of having to petition the court for the appointment of a successor.

11. WAIVER OF JURY TRIAL. SELLER AND BUYER WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE CONTRACT OR THIS ADDENDUM OR THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE CONTRACT AND THIS ADDENDUM. ANY SUCH DISPUTES SHALL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.
12. Binding Effect. This Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.
13. Headings. Headings in this Addendum are for convenience and reference only and shall not be used to interpret or construe its provisions.
14. Counterparts. The Contract and this Addendum may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. Any signature delivered by facsimile, email, or other forms of electronic transmission, such as a PDF, shall be considered an original signature by the sending party. Either party or both parties shall be permitted to electronically execute the Contract, this Addendum and all other related documents, in accordance with Texas Statutes Chapter 322.
15. Conflict. In the event of any conflict between the terms of the Contract and this Addendum, the terms of this Addendum shall prevail. Except as modified herein, the Contract remains unchanged and in full force and effect and is hereby ratified and confirmed in all respects.

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto hereby execute this Addendum as of the Effective Date.

SELLER:

CEDAR WILLOW CREEK, LTD., a Texas limited partnership

By: Cedar Contracting, Inc., a Texas corporation, its general partner

By: 

Jimmy Nassour, President

Date: 12/8/17

BUYER:

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

By: 

Lisa Stephens, President

Date: 12/8/2017

Attachment N
Travis County Appraisal District

Travis CAD

Property Search Results > 289145 CEDAR WILLOW CREEK LTD for Year 2018

Tax Year: 2018

Property

Account

Property ID:	289145	Legal Description:	LOT 2-7 WILLOW CREEK COMMERCIAL SEC II ABS 24 *1.483AC*TOTAL 4.594AC DELVALLE S
Geographic ID:	0308060111	Zoning:	GR
Type:	Real	Agent Code:	ID:1746479
Property Use Code:			
Property Use Description:			

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	2401 E OLTORF ST TX 78741	Mapsco:	
Neighborhood:	1SE1	Map ID:	030701
Neighborhood CD:	1SE1		

Owner

Name:	CEDAR WILLOW CREEK LTD	Owner ID:	259063
Mailing Address:	PO BOX 29837 AUSTIN , TX 78755-6837	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$936,536	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$936,536	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$936,536	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$936,536	

Taxing Jurisdiction

Owner: CEDAR WILLOW CREEK LTD
% Ownership: 100.0000000000%

Total Value: \$936,536

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax		
01	AUSTIN ISD	1.192000	\$936,536	\$936,536	\$11,163.51		
02	CITY OF AUSTIN	0.440300	\$936,536	\$936,536	\$4,123.57		
03	TRAVIS COUNTY	0.354200	\$936,536	\$936,536	\$3,317.21		
0A	TRAVIS CENTRAL APP DIST	0.000000	\$936,536	\$936,536	\$0.00		
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.105221	\$936,536	\$936,536	\$985.43		
68	AUSTIN COMM COLL DIST	0.104800	\$936,536	\$936,536	\$981.49		
Total Tax Rate:		2.196521					
Taxes w/Current Exemptions:					\$20,571.21		
Taxes w/o Exemptions:					\$20,571.21		

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	4.5940	200114.64	0.00	0.00	\$936,536	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	N/A	N/A	N/A	N/A	N/A	N/A
2018	\$0	\$936,536	0	936,536	\$0	\$936,536
2017	\$0	\$1,008,578	0	1,008,578	\$0	\$1,008,578
2016	\$0	\$960,550	0	960,550	\$0	\$960,550
2015	\$0	\$960,550	0	960,550	\$0	\$960,550
2014	\$0	\$600,344	0	600,344	\$0	\$600,344

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/30/1993	SW	SPECIAL WARRANTY DEED	RESOLUTION TRUST CORPORATION	CEDAR WILLOW CREEK LTD	11977	01456	
2	4/26/1991	MS	MISCELLANEOUS	SUNBELT SAVINGS FSB	RESOLUTION TRUST CORPORATION	00000	00000	
3	8/19/1988	MS	MISCELLANEOUS	SUNBELT SAVINGS ASSOCIATION OF	SUNBELT SAVINGS FSB	00000	00000	

Questions Please Call (512) 834-9317

This site requires cookies to be enabled in your browser settings.

Attachment O

Phase I ESA

See separate attachment, due to size constraints.

Attachment P SHPO Consult Letter

SHPO Consult Letter may not be required as the property is unimproved and ground disturbance should be minimal.

TEXAS HISTORICAL COMMISSION

REQUEST FOR SHPO CONSULTATION:

Section 106 of the National Historic Preservation Act and/or the Antiquities Code of Texas

Please see instructions for completing this form and additional information on Section 106 and Antiquities Code consultation on the Texas Historical Commission website at <http://www.thc.state.tx.us/crm/crmsend.shtml>.

☐ This is a new submission.

☐ This is additional information relating to THC tracking number(s): _____

Project Information

PROJECT NAME		
PROJECT ADDRESS	PROJECT CITY	PROJECT ZIP CODE(S)
PROJECT COUNTY OR COUNTIES		
PROJECT TYPE (Check all that apply)		
<input type="checkbox"/> Road/Highway Construction or Improvement	<input type="checkbox"/> Repair, Rehabilitation, or Renovation of Structure(s)	
<input type="checkbox"/> Site Excavation	<input type="checkbox"/> Addition to Existing Structure(s)	
<input type="checkbox"/> Utilities and Infrastructure	<input type="checkbox"/> Demolition or Relocation of Existing Structure(s)	
<input type="checkbox"/> New Construction	<input type="checkbox"/> None of these	
BRIEF PROJECT DESCRIPTION: Please explain the project in one or two sentences. More details should be included as an attachment to this form.		

Project Contact Information

PROJECT CONTACT NAME	TITLE	ORGANIZATION	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

Federal Involvement (Section 106 of the National Historic Preservation Act)

Does this project involve approval, funding, permit, or license from a federal agency?	
<input type="checkbox"/> Yes (Please complete this section)	<input type="checkbox"/> No (Skip to next section)
FEDERAL AGENCY	FEDERAL PROGRAM, FUNDING, OR PERMIT TYPE
CONTACT PERSON	PHONE
ADDRESS	EMAIL

State Involvement (Antiquities Code of Texas)

Does this project occur on land or property owned by the State of Texas or a political subdivision of the state?	
<input type="checkbox"/> Yes (Please complete this section)	<input type="checkbox"/> No (Skip to next section)
CURRENT OR FUTURE OWNER OF THE PUBLIC LAND	
CONTACT PERSON	PHONE
ADDRESS	EMAIL

Identification of Historic Properties: Archeology
Does this project involve ground-disturbing activity? <input type="checkbox"/> Yes (Please complete this section) <input type="checkbox"/> No (Skip to next section)
Describe the nature of the ground-disturbing activity, including but not limited to depth, width, and length.
Describe the previous and current land use, conditions, and disturbances.

Identification of Historic Properties: Structures		
Does the project area or area of potential effects include buildings, structures, or designed landscape features (such as parks or cemeteries) that are 45 years of age or older? <input type="checkbox"/> Yes (Please complete this section) <input type="checkbox"/> No (Skip to next section)		
Is the project area or area of potential effects within or adjacent to a property or district that is listed in or eligible for listing in the National Register of Historic Places? <input type="checkbox"/> Yes, name of property or district: _____ <input type="checkbox"/> No <input type="checkbox"/> Unknown		
In the space below or as an attachment, describe each building, structure, or landscape feature within the project area or area of potential effect that is 45 years of age or older.		
ADDRESS	DATE OF CONSTRUCTION	SOURCE FOR CONSTRUCTION DATE
ADDRESS	DATE OF CONSTRUCTION	SOURCE FOR CONSTRUCTION DATE
ADDRESS	DATE OF CONSTRUCTION	SOURCE FOR CONSTRUCTION DATE

Attachments

[Please see detailed instructions regarding attachments.](#)

Include the following with each submission:

- ☐ Project Work Description
- ☐ Maps
- ☐ Identification of Historic Properties
- ☐ Photographs

For Section 106 reviews only, also include:

- ☐ Consulting Parties/Public Notification
- ☐ Area of Potential Effects
- ☐ Determination of Eligibility
- ☐ Determination of Effect

Submit completed form and attachments to the address below. Faxes and email are not acceptable.

Mark Wolfe
 State Historic Preservation Officer
 Texas Historical Commission
 P.O. Box 12276, Austin, TX 78711-2276 (mail service)
 108 W. 16th Street, Austin, TX 78701 (courier service)

For SHPO Use Only

Attachment Q
TDHCA Underwriting Forms

April 23, 2019

Vi Collina

Oltorf

Vi Collina

DEVELOPMENT COST PROFORMA

190

15

<u>USES</u>	<u>PER UNIT COSTS</u>	<u>TOTAL COSTS</u>	<u>ELIGIBLE BASIS</u>
Acquisition/Land	17,895	3,400,000	0
Accounting	295	56,000	56,000
Appraisal	53	10,000	10,000
Architect Fees - Design/Superv.	1,842	350,000	350,000
Building Permits	322	61,140	61,140
Engineering Fees/Survey	1,053	200,000	200,000
Environmental/Soils	237	45,000	45,000
Finance Fees	6,607	1,255,255	533,746
Green Consultant	289	55,000	55,000
Net Impact Fees	331	62,955	62,955
Inspection Fees	447	85,000	85,000
Insurance - Bldrs Risk, Liability and completed ops	1,492	283,520	283,520
Insurance - Perm	340	64,600	0
Legal Fees	1,184	225,000	180,000
Market Study	66	12,500	12,500
Property Taxes	0	0	0
Oper Def Reserve	3,421	650,000	0
PBV Reserve	0	0	0
Utility Connection Fees	526	100,000	100,000
Tax Credit Fees	462	87,863	0
Title Insurance & Recording	1,053	200,000	200,000
Marketing	526	100,000	0
Soft Cost Contingency	658	125,000	0
Construction Loan Interest	11,463	2,178,000	1,742,400
Construction Costs	114,785	21,809,240	21,609,240
Hard Cost Contingency	5,739	1,090,462	1,090,462
HACA GC Fee	947	179,926	179,926
FFE/Amenities	1,053	200,000	200,000
Washers/Dryers	0	0	0
Fee S2A	789	150,000	150,000
Developer Fee	20,729	3,938,534	3,908,534
Total Uses	194,605	36,974,995	31,115,424

SOURCES

TAX CREDIT EQUITY	58,572	11,128,597	0.9100
TAX EXEMPT BONDS	104,211	19,800,000	57%
2ND MORTGAGE -CITY OF AUSTIN	21,053	4,000,000	
OTHER - LOCAL GOVERNMENT CONTRIBUTION	0		
OTHER	0	0	
DEFERRED DEVELOPER FEE	10,771	2,046,399	
TOTAL SOURCES	194,605	36,974,995	

RENT SCHEDULE

April 23, 2019

April 23, 2019

[illegible]

x12 Effective Gross Annual Income		2,169,571
-----------------------------------	--	-----------

ANNUAL OPERATING EXPENSES

April 23, 2019

Vi Collina

General & Administrative Expenses				
Accounting	\$	12,000.00		
Advertising	\$	21,660.00		
Legal fees	\$	13,537.50		
Leased equipment	\$			
Postage & office supplies	\$	10,830.00		
Telephone	\$	8,122.50		
Other				
Other	<u>Total General & Administrative</u>	\$		
Total General & Administrative Expenses:				\$ 66,150.00
Management Fee:		Percent of Effective Gross Income:	5.00%	\$ 108,478.55
Payroll, Payroll Tax & Employee Benefits				
Management	\$	90,000.00		
Maintenance	\$	78,000.00		
Other	<u>Benefits/Payroll Taxes</u>	\$	43,680.00	
Other	<u>Total Payroll</u>			
Total Payroll, Payroll Tax & Employee Benefits:				\$ 211,680.00
Repairs & Maintenance				
Elevator	\$	30,000.00		
Exterminating	\$	3,306.00		
Grounds	\$	20,000.00		
Make-ready	\$	22,800.00		
Repairs	\$	34,200.00		
Pool	\$	0.00		
Other				
Other	<u>Total Repairs & Maintenance</u>	\$		
Total Repairs & Maintenance:				\$ 110,306.00
Utilities (Enter Development Owner expense)				
Electric	\$	38,000.00		
Natural gas	\$	0.00		
Trash	\$	19,000.00		
Water & sewer	\$	33,250.00		
Other				
Other				
Total Utilities:				\$ 90,250.00
Annual Property Insurance:		Rate per net rentable square foot:	\$ 0.40	64,600
Property Taxes:				<u>Estimated Taxes</u>
Published Capitalization Rate:		9.00%	Source:	Travis County
Annual Property Taxes:				\$ -
Payments in Lieu of Taxes:	\$	0.00		
Other Taxes	\$			
Other Taxes	<u>Total Property Taxes</u>	\$	0.00	
Total Property Taxes:				\$ -
Reserve for Replacements:		Annual reserves per unit:	\$ 250.00	\$ 47,500.00
Other Expenses				
Cable TV	\$			
Supportive service contract fees	\$	20,000.00		
TDHCA Compliance fees	\$	7,000		
TDHCA Bond Administration Fees (TDHCA as Bond Issuer <u>Only</u>)	\$			
Security	\$			
Other				
Other				
Total Other Expenses:				\$ 27,000.00
TOTAL ANNUAL EXPENSES		Expense per unit:	\$ 3820.87	\$ 725,964.55
		Expense to Income Ratio:	33.46%	
NET OPERATING INCOME (before debt service)				\$ 1,443,606.41
Annual Debt Service				
<u>Lender</u>	\$	1,225,470.19		
<u>MIP</u>	\$	0.00		
	\$			
	\$			
TOTAL ANNUAL DEBT SERVICE				\$ 1,225,470.19
NET CASH FLOW		Debt Coverage Ratio:	1.18	\$ 218,136.22

Vi Collina

15 Year Rental Housing Operating Pro Forma

April 23, 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	\$2,298,672	\$2,344,645	\$2,391,538	\$2,439,369	\$2,488,156	\$2,747,126	\$3,033,049
Secondary Income	\$ 34,200	\$ 34,884	\$ 35,582	\$ 36,293	\$ 37,019	\$ 40,872	\$ 45,126
POTENTIAL GROSS ANNUAL INCOME	\$2,332,872	\$2,379,529	\$2,427,120	\$2,475,662	\$2,525,176	\$2,787,998	\$3,078,175
Provision for Vacancy & Collection Loss	(\$163,301)	(\$166,567)	(\$169,898)	(\$173,296)	(\$176,762)	(\$195,160)	(\$215,472)
Rental Concessions	\$0						
EFFECTIVE GROSS ANNUAL INCOME	\$2,169,571	\$2,212,962	\$2,257,222	\$2,302,366	\$2,348,413	\$2,592,838	\$2,862,703
EXPENSES							
General & Administrative Expenses	\$ 66,150.00	\$68,135	\$70,179	\$72,284	\$74,452	\$86,311	\$100,058
Management Fee	\$ 108,479	\$ 110,648	\$ 112,861	\$ 115,118	\$ 117,421	\$ 129,642	\$ 143,135
Payroll, Payroll Tax & Employee Benefits	\$ 211,680	\$ 218,030	\$ 224,571	\$ 231,308	\$ 238,248	\$ 276,194	\$ 320,185
Repairs & Maintenance	\$ 110,306	\$ 113,615	\$ 117,024	\$ 120,534	\$ 124,150	\$ 143,924	\$ 166,848
Electric & Gas Utilities	\$ 38,000	\$ 39,140	\$ 40,314	\$ 41,524	\$ 42,769	\$ 49,581	\$ 57,478
Water, Sewer & Trash Utilities	\$ 52,250	\$ 53,818	\$ 55,432	\$ 57,095	\$ 58,808	\$ 68,174	\$ 79,033
Annual Property Insurance Premiums	\$ 64,600	\$ 66,538	\$ 68,534	\$ 70,590	\$ 72,708	\$ 84,288	\$ 97,713
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Replacements	\$ 47,500	\$ 48,925	\$ 50,393	\$ 51,905	\$ 53,462	\$ 61,977	\$ 71,848
Other Expenses	\$ 27,000	\$ 27,810	\$ 28,644	\$ 29,504	\$ 30,389	\$ 35,229	\$ 40,840
TOTAL ANNUAL EXPENSES	\$725,965	\$746,659	\$767,952	\$789,862	\$812,407	\$935,321	\$1,077,138
NET OPERATING INCOME	\$1,443,606	\$1,466,304	\$1,489,270	\$1,512,504	\$1,536,007	\$1,657,517	\$1,785,565
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$1,225,470	\$1,225,470	\$1,225,470	\$1,225,470	\$1,225,470	\$1,225,470	\$1,225,470
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	\$218,136	\$240,833	\$263,799	\$287,034	\$310,537	\$432,047	\$560,094
CUMULATIVE NET CASH FLOW	\$218,136	\$458,970	\$722,769	\$1,009,803	\$1,320,340	\$3,234,900	\$5,776,709
Debt Coverage Ratio	1.18	1.20	1.22	1.23	1.25	1.35	1.46

SOURCES AND USES

April 23, 2019

Vi Collina

Financing Participants	Funding Description	Construction Period		Lien Position	Permanent Period					Lien Position
		Loan/Equity Amount	Interest Rate (%)		Loan/Equity Amount	Interest Rate (%)	Amort - ization	Term (Yrs)	Syndication Rate	
Debt										
TDHCA	Multifamily Direct Loan									
TDHCA	Mortgage Revenue Bond									
Redstone	Conventional Loan	\$19,800,000	5.50%	1st	\$ 19,800,000	5.50%	40	40		1st
Austin HFC	Local Government Loan	\$4,000,000	0.00%	2nd	\$ 4,000,000	0.00%	40	40		2nd
Third Party Equity										
Equity Provider	HTC	\$ 10,015,737			\$ 11,128,597				0.910	
Grant										
Deferred Developer Fee										
Saigebrook/OSDA (HACA)		\$ -			\$ 2,046,399					
Other										
					\$ -					
Total Sources of Funds		\$ 33,815,737			\$ 36,974,995					
Total Uses of Funds					\$ 36,974,995					



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

Vi Collina, LLC

Street Address

5501-A Balcones Dr. #302

City

Austin

State

TX

Zip

78731

Contact Name

Megan Lasch

Contact Telephone

830-330-0762

Contact Email

megan@o-sda.com

Federal Tax ID Number

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

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

Project Summary Form

1) Project Name Vi Collina	2) Project Type Mixed-Income	3) New Construction or Rehabilitation? New Construction
4) Location Description (Acreage, side of street, distance from intersection) 2401 E Oltorf Austin, Texas 78741		5) Mobility Bond Corridor S. Pleasant Valley Rd
6) Census Tract 23.13	7) Council District District 3	8) Elementary School LINDER 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		16	25	11		52
Up to 60% MFI		27	56	40		123
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions		2	9	4		15
Total Units	0	45	90	55	0	190

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

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	19	Continuum of Care Units	0
Accessible Units for Sensory Impairments	4		

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?
- 17) Is the property within 1/4 mile of a High-Frequency Transit Stop?
- 18) Is the property within 3/4 mile of Transit Service?
- 19) The property has Healthy Food Access?

20) Estimated Sources and Uses of funds

<u>Sources</u>	
Debt	19800000
Third Party Equity	11128597
Grant	
Deferred Developer Fee	2046399
Other	
City of Austin	4000000

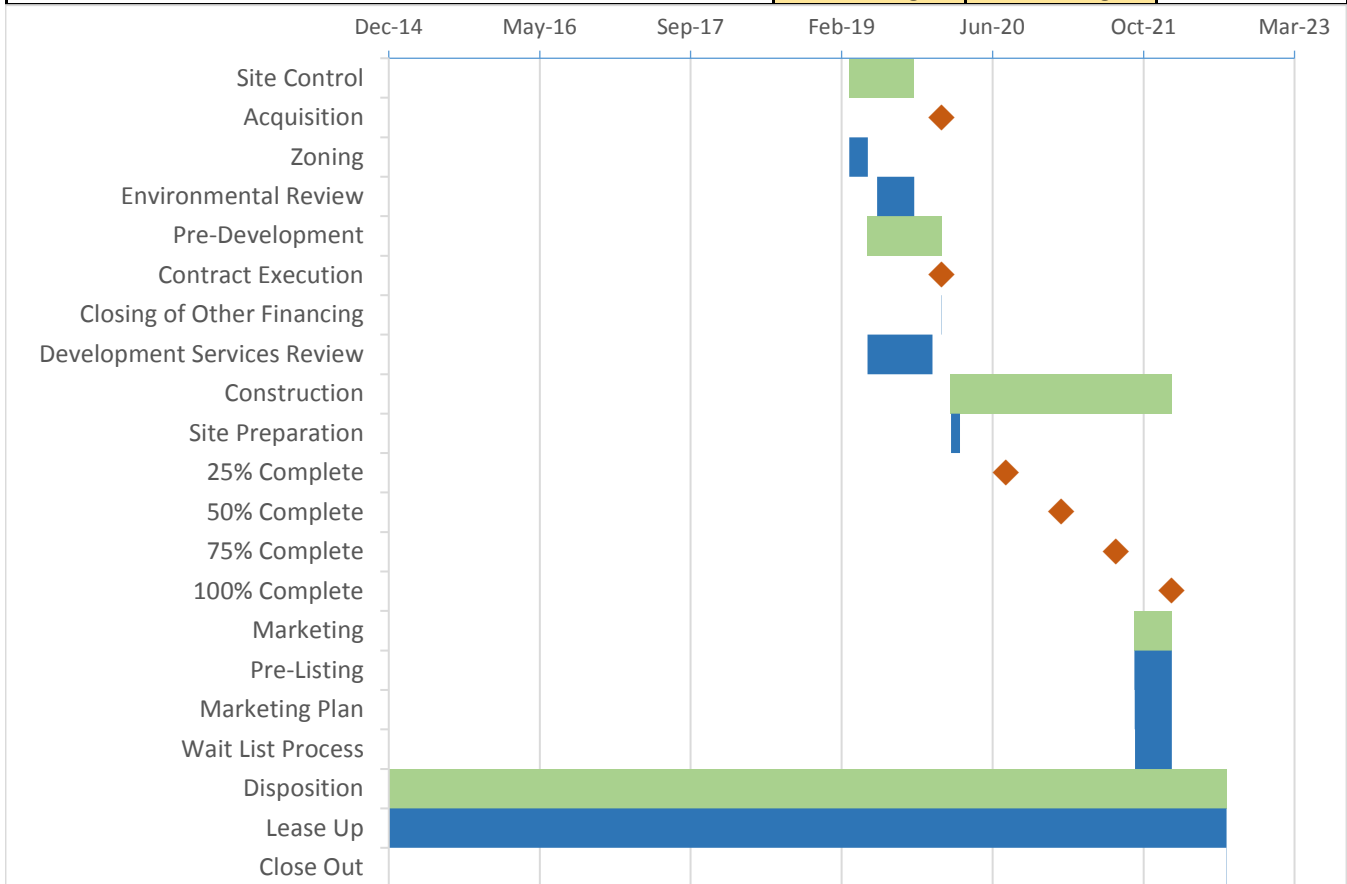
<u>Uses</u>	
Acquisition	3400000
Off-Site	
Site Work	
Sit Amenities	200000
Building Costs	22899702
Contractor Fees	179926
Soft Costs	2773578
Financing	3583255
Developer Fees	3908534

Total \$ 36,974,996

Total \$ 36,944,995

Development Schedule

	Start Date	End Date
Site Control	Mar-19	Oct-19
Acquisition	Jan-20	
Zoning	Mar-19	May-19
Environmental Review	Jun-19	Oct-19
Pre-Development	May-19	Jan-20
Contract Execution	Jan-20	
Closing of Other Financing	Jan-20	Jan-20
Development Services Review	May-19	Dec-19
Construction	Feb-20	Feb-22
Site Preparation	Feb-20	Mar-20
25% Complete	Aug-20	
50% Complete	Feb-21	
75% Complete	Aug-21	
100% Complete	Feb-22	
Marketing	Oct-21	Feb-22
Pre-Listing	Oct-21	Feb-22
Marketing Plan	Oct-21	Feb-22
Wait List Process	Oct-21	Feb-22
Disposition	Dec-12	Aug-22
Lease Up	Dec-12	Aug-22
Close Out	Aug-22	Aug-22



Development Budget

	Total Project Cost	Requested AHFC Funds	Description
Pre-Development			
Appraisal	10,000		
Environmental Review	45,000		
Engineering	200,000		
Survey			
Architectural	350,000		
Subtotal Pre-Development Cost	\$605,000	\$0	
Acquisition			
Site and/or Land	3,400,000		
Structures			
Other (specify)			
Subtotal Acquisition Cost	\$3,400,000	\$0	
Construction			
Infrastructure			
Site Work			
Demolition			
Concrete			
Masonry			
Rough Carpentry			
Finish Carpentry			
Waterproofing and Insulation			
Roofing and Sheet Metal			
Plumbing/Hot Water			
HVAC/Mechanical			
Electrical			
Doors/Windows/Glass			
Lath and Plaster/Drywall and Acoustical			
Tiel Work			
Soft and Hard Floor			
Paint/Decorating/Blinds/Shades			
Specialties/Special Equipment			
Cabinetry/Appliances			
Carpet			
Other (specify)	22,298,261		
Construction Contingency	1,090,462		
Subtotal Construction Cost	\$23,388,723	\$0	
Soft & Carrying Costs			
Legal	225,000		
Audit/Accounting	56,000		
Title/Recordin	200,000		
Architectural (Inspections)			
Construction Interest	2,178,000		
Construction Period Insurance	283,520		
Construction Period Taxes	0		
Relocation			
Marketing	100,000		
Davis-Bacon Monitoring			
Other (specify)	6,538,752		
Subtotal Soft & Carrying Costs	\$9,581,272	\$0	
TOTAL PROJECT BUDGET	\$36,974,995	\$0	

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	\$2,298,672	\$2,344,645	\$2,391,538	\$2,439,369	\$2,488,156	\$2,747,126	\$3,033,049
Secondary Income	\$ 34,200	\$ 34,884	\$ 35,582	\$ 36,293	\$ 37,019	\$ 40,872	\$ 45,126
POTENTIAL GROSS ANNUAL INCOME	\$2,332,872	\$2,379,529	\$2,427,120	\$2,475,662	\$2,525,176	\$2,787,998	\$3,078,175
Provision for Vacancy & Collection Loss	(\$163,301)	(\$166,567)	(\$169,898)	(\$173,296)	(\$176,762)	(\$195,160)	(\$215,472)
Rental Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EFFECTIVE GROSS ANNUAL INCOME	\$2,169,571	\$2,212,962	\$2,257,222	\$2,302,366	\$2,348,413	\$2,592,838	\$2,862,703
EXPENSES							
General & Administrative Expenses	\$ 66,150.00	\$68,135	\$70,179	\$72,284	\$74,452	\$86,311	\$100,058
Management Fee	\$ 108,479	\$ 110,648	\$ 112,861	\$ 115,118	\$ 117,421	\$ 129,642	\$ 143,135
Payroll, Payroll Tax & Employee Benefits	\$ 211,680	\$ 218,030	\$ 224,571	\$ 231,308	\$ 238,248	\$ 276,194	\$ 320,185
Repairs & Maintenance	\$ 110,306	\$ 113,615	\$ 117,024	\$ 120,534	\$ 124,150	\$ 143,924	\$ 166,848
Electric & Gas Utilities	\$ 38,000	\$ 39,140	\$ 40,314	\$ 41,524	\$ 42,769	\$ 49,581	\$ 57,478
Water, Sewer & Trash Utilities	\$ 52,250	\$ 53,818	\$ 55,432	\$ 57,095	\$ 58,808	\$ 68,174	\$ 79,033
Annual Property Insurance Premiums	\$ 64,600	\$ 66,538	\$ 68,534	\$ 70,590	\$ 72,708	\$ 84,288	\$ 97,713
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve for Replacements	\$ 47,500	\$ 48,925	\$ 50,393	\$ 51,905	\$ 53,462	\$ 61,977	\$ 71,848
Other Expenses	\$ 27,000	\$ 27,810	\$ 28,644	\$ 29,504	\$ 30,389	\$ 35,229	\$ 40,840
TOTAL ANNUAL EXPENSES	\$725,965	\$746,659	\$767,952	\$789,862	\$812,407	\$935,321	\$1,077,138
NET OPERATING INCOME	\$1,443,606	\$1,466,304	\$1,489,270	\$1,512,504	\$1,536,007	\$1,657,517	\$1,785,565
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$1,225,470	\$1,225,470	\$1,225,470	\$1,225,470	\$1,225,470	\$1,225,470	\$1,225,470
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	\$218,136	\$240,833	\$263,799	\$287,034	\$310,537	\$432,047	\$560,094
CUMULATIVE NET CASH FLOW	\$218,136	\$458,970	\$722,769	\$1,009,803	\$1,320,340	\$3,176,798	\$5,657,152
Debt Coverage Ratio	1.18	1.20	1.22	1.23	1.25	1.35	1.46

Projected Affordability Data for Home Sales (OHDA)									
--	--	--	--	--	--	--	--	--	--

	Unit Model 1	Unit Model 2	Unit Model 3	Unit Model 4	Unit Model 5	Unit Model 6	Unit Model 7
Number of Units	0	0	0	0	0	0	0
Number of Bedrooms	0	0	0	0	0	0	0
Square Footage	0	0	0	0	0	0	0
Anticipated Sale Price	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Borrower Contribution	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Homebuyer Subsidy	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Principal Amount of Mortgage	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Anticipated Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Monthly Principal Amount	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly Interest	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Estimated Monthly Taxes	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Estimated Monthly Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL Estimated PITI	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Project Name	Vi Collina	
Project Type	Mixed-Income	
Council District	District 3	
Census Tract	23.13	
AHFC Funding Request Amount	\$4,000,000	
Estimated Total Project Cost	\$36,944,995	
High Opportunity	No	
High Displacement Risk	no	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor	S. Pleasant Valley Rd	
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	52	# of rental units at < 50% MFI
<i>District Goal</i>	8.26%	% 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>	39.54%	% of annual goal reached with units
<i>Imagine Austin</i>	39.54%	% of annual goal reached with units
<i>Geographic Dispersion</i>	0.00%	% of annual goal reached with units
<i>Mobility Bond Corridor</i>	38.24%	% of annual goal reached with units
SCORE	19	% 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	19	MAXIMUM SCORE = 350
INITIATIVES AND PRIORITIES		
<i>Continuum of Care</i>	0	Total # of units provided up to 100 per year
Continuum of Care Score	0	(total CoC Units/100 + HF Units/50)*20
Access to Healthy Food	Yes	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>	25	Total Affordable 2 Bedroom units
<i>3 Bedroom Units</i>	11	Total Affordable 3 Bedroom units
<i>4 Bedroom Units</i>	0	Total Affordable 4+ Bedroom units
Multi-Generational Housing Score	14	Multi-bedroom Unit/Total Units * 20
TEA Grade	79	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	4	Educational Attainment, Environment, Community Institutions, Social Cohesion, Ec
<i>Accessible Units</i>	23	mobility and sensory units
<i>Non-PSH, Non-Voucher Under 20% MFI</i>	0	Total units under 20% MFI
Accessibility Score	9	Accessible Unit/Total Units * 20
Metro Access Service	Yes	Within 3/4 mile of fixed route transit
Accessibility Weighted Score	2	Housing Stability, Health, Mobility, Community Institutions
Initiatives and Priorities Score	29	MAXIMUM SCORE = 200
UNDERWRITING		
<i>AHFC Leverage</i>	40%	% of total project cost funded through AHFC request
Leverage Score	15	25 - (% leverage * 25)
<i>AHFC Per Unit Subsidy</i>	\$76,923.08	Amount of assistance per unit
Subsidy per unit score	15	(\$200,000 - per unit subsidy)*25/\$200,000
<i>AHFC Per Bedroom Subsidy</i>	\$40,404.04	Amount of assistance per bedroom
Subsidy per Bedroom Score	20	(\$200,000 - per bedroom subsidy)*25/\$200,000
<i>Debt Coverage Ratio (Year 5)</i>	1.25	Measured at the 5 Year mark
Debt Coverage Ratio Score	24.65980055	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	75	MAXIMUM SCORE = 100
APPLICANT		
FINAL QUANTITATIVE SCORE	123	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>		

Census ID	Tract Number	Name	Education	Housing Stability
48453000101	1.01	Allandale South-Rosedale	90.5	50.2
48453000203	2.03	Triangle State	92.5	4
48453000204	2.04	West University	92	19.8
48453000205	2.05	Brentwood South	76.5	22.7
48453000206	2.06	Rosedale	82.5	36.7
48453000302	3.02	Hyde Park South	85.4	11.2
48453000304	3.04	Hyde Park East	79.4	7.1
48453000305	3.05	Hyde Park West	84.8	10.3
48453000306	3.06	Mueller	74.2	8.6
48453000307	3.07	Cherrywood	76	9.7
48453000401	4.01	Hancock	94	2.5
48453000402	4.02	Blackland	64.8	12.6
48453000500	5	North University	93.1	2.5
48453000700	7	Northside	83.4	20.9
48453000801	8.01	Eastview	8	61.4
48453000802	8.02	Rosewood	27.4	65.5
48453000803	8.03	Chestnut	54	15.5
48453000804	8.04	Foster Heights	36.5	67.5
48453000901	9.01	Central East Austin	40.8	19.2
48453000902	9.02	East Austin	17.1	60.9
48453001000	10	East Cesar Chavez -Holly	20	19.5
48453001100	11	Downtown	86	44.5
48453001200	12	Clarksville	95.1	23.2
48453001303	13.03	Zilker Park	86.8	31
48453001304	13.04	Zilker-Bouldin	89.1	37.9
48453001305	13.05	Bouldin Creek	72.8	43.1
48453001307	13.07	Galindo	58.5	26.7
48453001308	13.08	Dawson	43.1	20.1
48453001401	14.01	Travis Heights East	94.5	8.3
48453001402	14.02	Travis Heights West	90	7.7
48453001403	14.03	Riverside - I35	39.1	12
48453001501	15.01	Allandale North	88.2	72.1
48453001503	15.03	Highland South	52.8	14.9
48453001504	15.04	Crestview	73.1	33.9
48453001505	15.05	Brentwood North	76.8	36.7
48453001602	16.02	Deep Eddy	97.7	28.7
48453001603	16.03	Old West Austin- Tarrytown East	99.7	47.4
48453001604	16.04	Tarrytown West	97.7	70.1
48453001605	16.05	Old Enfield - Central West Austin	98.8	16.9
48453001705	17.05	Bull Creek	96	75.8
48453001706	17.06	Westover Hills West	90.5	66
48453001707	17.07	Westover Hills East	83.4	34.7
48453001712	17.12	Westgate	42	41
48453001713	17.13	Garrison Park West	55.1	45.4

48453001714	17.14 Four Points	81.1	50
48453001716	17.16 Jester	89.7	62.6
48453001718	17.18 Highland Hills	96.5	28.7
48453001719	17.19 Northwest Hills	94.5	44.2
48453001722	17.22 Austin Hills	80.5	29.5
48453001728	17.28 Southwest Oaks	60	42.5
48453001729	17.29 Kincheon	60.8	41.6
48453001733	17.33 Lewis Mountain Ranch	#N/A	#N/A
48453001737	17.37 Heights at Loma Vista	86.8	69.2
48453001738	17.38 Legend Oaks	82	58.9
48453001740	17.4 Brodie	83.4	28.1
48453001745	17.45 Riata Corporate Park	74.2	65.8
48453001747	17.47 Tanglewood	45.7	31.6
48453001748	17.48 Ford Oaks	65.4	31.3
48453001749	17.49 Oak Hill	83.1	10.6
48453001750	17.5 Williamson Creek	70	34.1
48453001751	17.51 Mesa Forest	95.4	86.7
48453001752	17.52 Wood Creek	83.4	9.7
48453001753	17.53 Gateway	92.8	16.3
48453001754	17.54 Balcones Woods	68.2	43.9
48453001755	17.55 Great Hills	96.5	84.4
48453001756	17.56 Barrington Oaks	80.2	47.7
48453001757	17.57 Prominent Point	86	50.8
48453001760	17.6 Steiner Ranch	92.2	42.2
48453001761	17.61 Riverplace	91.4	48.2
48453001765	17.65 Lake Travis	91.1	87.3
48453001769	17.69 West Oak Hill	71.4	76.7
48453001770	17.7 Circle C	93.1	91
48453001772	17.72 Rancho Alto	46.2	49.4
48453001774	17.74 Southland Oaks	75.1	80.7
48453001775	17.75 Shady Hollow	79.7	83.6
48453001776	17.76 Sunset	63.4	25
48453001777	17.77 Maple Run	62.5	54.5
48453001781	17.81 Anderson Mill	88.2	90.5
48453001782	17.82 Spicewood	85.1	64.3
48453001783	17.83 Austin Lake	93.1	51.1
48453001784	17.84 Lake Pointe	94	55.7
48453001785	17.85 Riata Crossing	77.7	38.2
48453001786	17.86 McNeil	66.8	21.5
48453001804	18.04 Highland North	17.7	8
48453001805	18.05 Lanier	9.4	12.9
48453001806	18.06 Georgian Hills	4.5	4.5
48453001811	18.11 Coronado Hills	6.8	11.4
48453001812	18.12 St. Johns	4.2	5.4
48453001813	18.13 Heritage Hills	13.4	23.2
48453001817	18.17 North Shoal Creek	70.2	33.6
48453001818	18.18 Wooten	27.7	13.7

48453001819	18.19 Rundberg West	0.5	2
48453001820	18.2 Rundberg East	10.5	7.1
48453001821	18.21 Kramer	18	27
48453001822	18.22 Quail Creek	4	6.6
48453001823	18.23 North Lamar	2.2	6.8
48453001824	18.24 Eubank Acres	55.1	36.4
48453001826	18.26 River Oak	60.2	18.3
48453001828	18.28 Dorsett Oaks	72	79.3
48453001829	18.29 Walnut Crossing	72.5	30.4
48453001832	18.32 Walnut Ridge	35.4	52.5
48453001833	18.33 Windsor Hills	6.5	12.9
48453001834	18.34 Pioneer Hill	50	25
48453001835	18.35 Pioneer Crossing	13.7	35.3
48453001839	18.39 Tech Ridge	49.4	53.4
48453001840	18.4 Northtown	29.7	58.3
48453001841	18.41 Settler's Ridge	36.8	88.7
48453001842	18.42 Cantarra	21.4	32.4
48453001843	18.43 Quail Hollow	49.7	49.4
48453001844	18.44 North Star	50.5	26.1
48453001845	18.45 Gracywoods	56.2	27
48453001846	18.46 McNeil Estates	78.2	68.6
48453001847	18.47 Kings Village	52.2	44.8
48453001848	18.48 Scofield Farms	48	46.8
48453001849	18.49 North Burnet	68.5	22.4
48453001850	18.5 Walnut Creek	62	14
48453001856	18.56 Harris Branch	45.1	68.3
48453001857	18.57 Round Rock Gateway	40	62.9
48453001863	18.63 Summit Park	28	18.3
48453001864	18.64 Turbine West	44.5	22.9
48453001901	19.01 Barton Hills	91.4	35.3
48453001908	19.08 Barton Creek	80.5	39.6
48453001910	19.1 Treemont	86.8	53.1
48453001911	19.11 Bartons Bluff	97.1	16
48453001912	19.12 Rob Roy	95.4	75.5
48453001913	19.13 Davenport Ranch	97.7	45.6
48453001914	19.14 Regents	90	37.6
48453001915	19.15 St. Andrews	67.4	29.5
48453001917	19.17 Lost Creek	99.4	85.3
48453001918	19.18 Redbud	98.8	81.3
48453001919	19.19 Eanes Creek	96	61.2
48453002002	20.02 South Manchaca	54.5	44.8
48453002003	20.03 West Congress	24	17.8
48453002004	20.04 Lakehills Plaza	75.1	16.9
48453002005	20.05 South Lamar	56.5	6
48453002104	21.04 Ridgetop	43.7	35.9
48453002105	21.05 Windsor Park West	24.2	9.1
48453002106	21.06 Windsor Park East	23.7	85.6

48453002107	21.07 MLK North	20.2	14.3
48453002108	21.08 East MLK	31.7	25
48453002109	21.09 MLK South	16.2	57.7
48453002110	21.1 East Boggy Creek	8.5	73.2
48453002111	21.11 Johnston Terrace	5.4	20.1
48453002112	21.12 University Hills West	9.7	23.2
48453002113	21.13 University Hills East	37.4	46.8
48453002201	22.01 Walnut Bend	5.7	89.6
48453002202	22.02 Daffin Gin Park	4.8	35
48453002207	22.07 Hornsby Bend	10	37.3
48453002208	22.08 Sendero Hills	3.4	24.7
48453002209	22.09 Manor	23.1	94.8
48453002211	22.11 Thunderbird	10.8	56
48453002212	22.12 Walter E Long	13.1	99.1
48453002304	23.04 Riverside	27.1	3.4
48453002307	23.07 Parker Lane West	26.5	8.6
48453002308	23.08 St. Edwards	50.8	4.8
48453002312	23.12 Montopolis	2	32.7
48453002313	23.13 Parker Lane East	28.8	13.5
48453002314	23.14 East Riverside - Oltorf	24.8	3.4
48453002315	23.15 East Riverside - Pleasant Valley	20.8	4.3
48453002316	23.16 East Riverside - Heritage Oaks	7.4	2
48453002317	23.17 Pleasant Valley North	29.1	0.5
48453002318	23.18 Pleasant Valley South	22.2	1.4
48453002402	24.02 Sweetbriar	40.5	15.5
48453002403	24.03 East Congress	36	33.3
48453002407	24.07 Akins	42.8	48.8
48453002409	24.09 Garrison Park East	24.8	21.2
48453002410	24.1 Armadillo Park	15.1	18.9
48453002411	24.11 Franklin Park West	0.8	11.4
48453002412	24.12 William Cannon	1.7	48.2
48453002413	24.13 Franklin Park East	2.8	15.2
48453002419	24.19 Comal Bluff	33.1	12
48453002421	24.21 Southpark Meadows	52.2	17.5
48453002422	24.22 Parkridge Gardens	33.7	32.1
48453002423	24.23 Buckingham Estates	44	41
48453002424	24.24 Elmwood Estates	19.1	22.1
48453002425	24.25 Slaughter Creek	49.1	40.8
48453002426	24.26 Bluebell Ridge	22.8	40.2
48453002427	24.27 Bluff Springs	6	39.6
48453002428	24.28 Onion Creek	47.7	31.8
48453002429	24.29 Perkins Valley	64.5	39
48453002430	24.3 Yarabee Bend	10.8	41.6
48453002431	24.31 McKinney	10.2	52.2
48453002432	24.32 Pilot Knob	#N/A	#N/A
48453002433	24.33 Berdoll	14.2	87.9
48453002435	24.35 Stony Ridge	14.8	55.1

48453002500	25 Raintree Estates	80	18.1
48209010901	109.01 Hays	#N/A	#N/A
48491020311	203.11 Walden Park	82.2	30.7
48491020318	203.18 Lakeline	58	83
48491020403	204.03 The Meadows	56.8	26.4
48491020404	204.04 Hill Country Center	51.1	76.1
48491020405	204.05 Anderson Village	48.2	23.2
48491020406	204.06 Hunters Chase	54.5	28.7
48491020408	204.08 Village Oaks	58.8	27.5
48491020409	204.09 Bailey Oaks	64.2	64.6
48491020410	204.1 Los Indios	57.4	47.7
48491020411	204.11 Bancroft Woods	86.5	58
48491020508	205.08 Mustang Ranch	58	32.7
48491020509	205.09 Avery Ranch	88.2	78.1
48491020510	205.1 Brushy Creek	76.8	56.6

Health	Economic	Mobility	Social Capital	Access to Jobs	Institutional	Environment
66.2	76.8	87	87.1	83.4	73.4	21.7
76.8	11.1	98.8	0.2	0.2	0.2	0.2
62.8	53.7	96.5	72	98.5	74.8	18.8
52	48.2	68.6	0.2	0.2	0.2	0.2
42.2	68.2	64.6	74.5	90.5	69.1	27.4
47.4	31.7	95.9	58.5	93.7	86	16.5
34	38	84.7	57.4	96.8	70	13.1
32.8	40.8	93.9	58	93.4	66.5	21.1
43.1	37.4	72.7	63.4	84.2	61.1	30.5
36.8	37.4	79.8	64.2	98	64.8	7.7
65.4	52	96.2	68.8	99.4	72	8.8
39.4	40.5	93.6	0.2	0.2	0.2	0.2
48.5	31.4	98.2	48.5	96.5	86	15.4
51.7	51.1	99.1	73.4	98.8	77.1	12.2
6	16.2	40.5	18.8	85.1	27.7	31.7
9.7	2.8	27	13.4	94	54.5	24.2
28.8	48.8	69.5	45.7	95.4	62.5	14
10	7.1	54.8	0.2	0.2	0.2	0.2
18.5	20	92.2	32.8	95.1	61.4	11.4
3.1	11.7	70.1	17.4	94.2	24.5	11.1
0.8	23.7	88.7	26.5	97.4	30.2	9.1
82.2	82	96.8	78	99.7	71.4	8
59.7	68.2	97.7	88.5	96	71.4	16.2
62.5	70	82.1	83.4	90.8	67.1	25.1
54	78	77.8	79.4	89.1	67.1	25.7
44.5	41.7	91.9	54.8	92.5	38.2	26.5
14.5	32	68.9	39.7	88	35.7	23.1
17.7	50.5	72.9	44	90.8	32.2	16.5
61.7	66.5	94.2	78.2	96.2	40.2	17.1
46.5	44.8	61.2	67.4	97.7	40.2	8.5
6.5	26	79.5	40.5	99.1	40.2	7.1
66.5	82	93.1	86.8	85.7	68.8	33.4
31.4	43.4	70.6	50.8	90.8	52.8	20.2
74	75.7	95.4	75.7	88.2	63.1	29.1
40	54.2	41.3	66	87.4	63.1	28.5
68.8	67.4	95.1	76.8	87.4	70.8	31.4
93.7	96	90.2	97.7	93.1	72.2	20.8
82	98.2	71.5	96.5	85.1	70.2	43.4
68	72.5	92.5	90.8	98.2	71.1	18.2
84.8	91.1	84.7	93.1	78.8	90.2	42.2
77.1	82	73.8	0.2	0.2	0.2	0.2
67.4	59.4	83	83.7	76.2	90	23.4
27.7	26.8	74.7	44.2	77.1	39.4	40
37.4	33.4	64.3	44.5	72.8	24	49.1

84.5	67.7	56.6	84.8	45.4	93.7	72.5
87.1	77.4	71.8	90	55.4	92.5	64.8
77.4	79.7	76.1	89.1	76.5	80.2	34.2
87.1	97.1	88.2	97.7	60.2	72.8	54
60.5	70.5	93.3	77.7	71.4	87.4	32.5
54.8	69.1	55.7	62.8	72.5	22.5	50.2
58.2	69.1	49.7	71.1	71.4	49.4	47.4
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
90.8	94.5	48.5	94.8	60.2	85.4	63.4
74.2	77.7	52.2	88.8	65.4	67.1	56
70	78.2	60.3	0.2	0.2	0.2	0.2
55.7	80.8	10.6	75.7	57.7	81.1	51.1
33.7	43.7	31	50	62	57.4	56.2
72.2	62.8	45.4	69.7	66	56.5	66.5
62.8	66.2	82.7	0.2	0.2	0.2	0.2
55.4	72.5	80.4	68.2	73.1	43.4	39.7
81.4	90.5	85.6	94.5	74.2	90.2	37.7
30	35.1	97.9	50.5	82.2	90.2	14.5
70.8	62.2	92.8	80	80.5	78.5	16
50	61.1	63.2	72.8	70.5	78.5	24.8
97.7	99.1	79	99.1	62.2	94.2	59.1
62	87.7	84.4	0.2	0.2	0.2	0.2
67.1	74	53.1	92.5	58.8	89.1	49.7
98.8	95.4	28.1	96	28.8	97.7	90
90	89.7	66.3	93.1	34.5	76	82.2
94.2	95.7	19.8	0.2	0.2	0.2	0.2
70.5	86	50.5	81.1	51.1	74.5	75.1
96	96.2	65.2	97.1	46.8	98.5	75.7
64	46.2	35.3	60.8	51.4	42.8	76
83.7	86.5	23.8	0.2	0.2	0.2	0.2
96.5	92	45.4	94.2	43.1	94.8	88
71.4	64.8	77	68.8	67.4	44	51.4
54.5	75.7	56.6	73.7	66.8	56.8	48.2
83.4	84.5	58.9	0.2	0.2	0.2	0.2
69.4	88	56.3	92	56	94.2	57.7
78.8	89.4	51.4	0.2	0.2	0.2	0.2
97.1	98.2	53.4	97.7	27.4	98	90.8
77.7	70.5	65.5	81.1	57.4	86	53.4
53.4	75.1	88.5	70.5	66.2	83.4	40.8
4	13.4	28.7	19.7	90.8	10.2	12
3.1	13.1	27.2	16.2	94.5	11.7	13.7
1.1	14	21.5	0.2	0.2	0.2	0.2
7.4	15.7	8.6	17.1	86.5	7.1	18
0.5	5.7	25.5	10.8	90.2	9.4	11.7
5.7	28	59.7	20.8	75.4	17.1	22.2
30.2	62.8	68.1	66.2	90	47.4	24
26.5	16	50.2	33.1	89.7	11.1	18.2

8	6.5	75.2	8.8	79.1	15.7	19.4
5.4	11.4	41.9	14.2	82.2	13.7	19.7
14.2	18.5	68.9	31.1	79.1	14.8	36
3.7	9.7	62.6	15.7	80	22.8	21.1
2.2	7.7	47.1	10	88.2	14.2	17.4
47.1	56.2	60.6	0.2	0.2	0.2	0.2
42.8	41.1	64.6	61.7	74.5	55.1	42.8
76.5	83.1	86.2	90.8	66.5	74	53.1
51.4	57.4	76.1	76.5	69.4	74	37.4
24.2	28.8	58.3	31.7	86	37.7	22.8
13.1	25.7	39.3	0.2	0.2	0.2	0.2
52.2	40	74.1	49.7	61.1	21.4	53.7
28.2	24.2	58.6	32.5	68	49.7	41.1
49.1	55.1	75.5	51.4	70.2	58	47.1
36.8	36.8	47.4	0.2	0.2	0.2	0.2
48.2	49.7	57.7	50.2	48	55.4	73.4
27.1	21.4	30.1	38.2	46.2	47.7	76.5
41.4	45.1	87.6	64	77.7	58.5	38.2
24.5	27.1	83.6	44.8	76.8	51.7	38.2
44.8	39.1	51.4	54.8	77.4	51.4	39.4
60.5	81.4	72.1	85.7	63.4	83.4	52.2
74.8	51.7	54	63.4	58.5	65.1	43.1
46.8	61.4	84.1	56.5	84.5	60	26.2
43.7	57.7	91.3	0.2	0.2	0.2	0.2
28	42.5	74.7	48.2	81.4	45.1	28.8
56.5	66.8	37.6	0.2	0.2	0.2	0.2
42	63.7	37.6	55.7	53.7	61.7	44.5
18.8	18	52	26	64.8	48.8	32.8
35.1	53.1	70.9	54	63.4	73.1	48.2
65.4	75.4	94.2	88	83.7	72.5	33.4
79.4	80	70.9	0.2	0.2	0.2	0.2
88	94	89.6	94	67.1	95.1	33.1
75.4	74	94.2	87.1	68	80.2	32
86.5	98	90.5	96.2	53.4	81.7	74.5
97.7	99.4	67.2	99.1	54.2	99.7	66.5
86.5	90.8	66.3	91.4	56.2	66.2	71.4
48	70.2	86.7	0.2	0.2	0.2	0.2
98.2	97.7	72.4	98.8	54.5	98.5	63.4
89.7	95.1	89	96.5	54.8	99.4	60.2
97.4	98.8	87.9	98.5	65.1	98.2	47.4
46	78.8	41.6	67.7	82	32.2	38.2
16.8	25.1	83.9	27.1	80.5	22.2	28
16	47.7	81.6	47.7	95.7	37.4	9.4
22.2	34.5	59.7	41.1	87.1	48	17.7
38.5	34	49.4	45.4	86.2	30	24.2
4	5.7	54	14.8	92.8	40	8.2
21.1	14.2	81.8	34.8	78.5	34.2	42.5

5.1	17.7	60.9	22.5	73.4	27.1	45.1
13.4	8	59.1	16.8	73.7	24.5	41.4
4.5	20.5	78.7	24.8	77.7	42.5	36.8
2.8	2.2	52.5	9.1	70.8	16.2	36.8
6.8	3.7	48.2	11.1	75.7	20.2	27.1
8	9.1	29.8	16	78.2	20.8	29.7
22.8	30.8	15.8	39.1	80.2	29.1	33.4
8.5	21.1	33	15.4	59.7	19.7	50
1.4	8.2	8.9	11.7	57.1	18.8	62.8
32	32.2	2.5	29.4	37.4	12	69.4
7.7	6.8	42.2	10.2	56.5	7.7	59.4
37.7	22.2	24.1	31.4	20	12.5	83.7
17.1	39.4	18.9	28.2	52	12.2	75.1
51.1	52.5	40.8	42.2	48.5	15.4	77.1
9.1	12.2	33.9	18.2	88.8	31.4	13.4
11.1	13.7	83.3	24.5	97.1	26	7.4
34.5	29.7	77.5	42.5	92	36.8	14.2
1.4	4	25	11.1	79.7	13.7	19.1
15.4	14.8	44.8	31.7	84	20	20.5
11.4	10.2	95.4	22	82.8	10.5	27.7
9.4	9.4	42.2	13.1	89.1	26.8	10.8
2.2	8.5	90.8	10.5	86.8	18.2	12.2
22	2.2	87.3	7.7	73.7	13.1	29.4
27.4	5.1	85.3	12	81.1	13.4	22.5
23.1	47.1	78.1	41.7	81.4	18.2	25.7
30.5	31.1	72.9	39.1	84.8	10.8	15.1
55.7	74	29.3	61.7	49.7	42.8	65.7
20.8	30.5	53.7	38.5	72.2	23.1	45.1
10.5	14.5	74.4	24.2	74.5	23.1	34.8
8.8	5.4	62.3	9.7	71.4	7.4	23.7
12	26.2	38.2	17.7	69.7	9.7	40.2
6.8	1.7	44.8	8.5	68.5	8.2	35.4
20	19.7	43.1	25.7	75.1	18.8	15.7
63.4	56	43.9	52.8	63.4	32.8	51.4
12.5	20.8	72.9	28	71.1	19.4	35.4
35.1	58.5	32.4	46.8	64.5	38.8	52.2
12.2	18	35	28.5	70	26	49.4
56.8	84.5	17.8	68.2	58.2	38.5	46
42.2	54.8	33.6	41.4	58	38	64.5
10	10.8	14.9	16.5	68.8	21.7	36.5
59.4	64.5	28.4	60	52.2	42.2	72
68.8	47.4	46.8	55.4	59.1	32.8	50.5
10.5	16.5	11.4	19.1	63.1	32	56.8
31.4	35.7	38.7	32.2	67.7	14.5	44.5
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
33.4	28	21.2	27.4	40.2	12.8	43.7
26.8	6.2	62.6	15.1	26.2	10	77.4

49.7	56.2	91	81.7	68.8	82	36.2
#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A
90	90	48.8	88.2	45.7	91.7	59.7
80.8	64	44.5	70	51.7	82.2	64
34.8	24.5	61.4	49.1	59.4	87.4	52.8
53.1	71.4	34.4	74	54.8	82.2	55.1
35.7	38.2	77	57.7	61.7	82.8	41.7
58.8	42.2	81.3	58.2	65.4	84	28.2
40.8	58.2	63.5	61.1	62.8	78.2	29.7
70	74.8	59.4	74.8	55.7	88	55.1
35.7	58.5	42.8	59.1	62.5	83.1	40.5
92.5	91.1	50	90.5	56.5	95.1	54.5
81.7	76.8	80.7	74	44	88	64
99.4	96.2	45.9	95.4	42.2	93.7	69.4
85.1	86.2	29	91.7	43.1	92	67.4

Opportunity	Risk	Neighborhood Typology
YES	NO	
NO	NO	
YES	NO	
NO	NO	
YES	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
YES	NO	
NO	YES	Continued Loss
NO	NO	
YES	NO	
NO	YES	Dynamic
NO	YES	Dynamic
NO	YES	Continued Loss
NO	YES	Late
NO	YES	Dynamic
NO	YES	Dynamic
NO	YES	Late
YES	NO	
YES	NO	
YES	NO	
YES	NO	
NO	YES	Continued Loss
NO	YES	Continued Loss
NO	YES	Continued Loss
YES	NO	
NO	NO	
NO	NO	
YES	NO	
NO	NO	
YES	NO	
NO	YES	Continued Loss
YES	NO	
YES	NO	
YES	NO	
YES	NO	
YES	NO	
NO	NO	
YES	NO	
NO	YES	Early: Type 1
NO	NO	

YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
YES	NO
NO	NO
#N/A	NO
YES	NO
YES	NO
NO	NO
YES	NO
NO	NO
YES	NO
NO	NO
YES	NO
YES	NO
NO	NO
YES	NO
YES	NO
NO	NO
YES	NO
YES	NO
NO	NO
YES	NO
YES	NO
YES	NO
NO	NO
YES	NO
NO	NO
YES	NO
YES	NO
YES	NO
NO	NO
YES	NO
NO	NO
YES	NO
YES	NO
YES	NO
NO	YES
NO	NO
NO	NO
NO	NO
NO	YES
NO	NO
NO	NO
NO	YES

Susceptible
Missing Home Value Data

Missing Home Value Data
Early: Type 1
Susceptible
Susceptible
Susceptible
Early: Type 1
Susceptible

Early: Type 1

NO	NO	
NO	NO	Susceptible
NO	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
YES	NO	
YES	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
YES	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
YES	NO	
YES	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	Missing Home Value Data
NO	NO	
YES	NO	
NO	NO	
YES	NO	
YES	NO	
YES	NO	
YES	NO	
YES	NO	
NO	NO	
YES	NO	
YES	NO	
YES	NO	
NO	NO	
NO	YES	Dynamic
NO	YES	Late
NO	YES	Late
NO	YES	Early: Type 1
NO	YES	Early: Type 1
NO	NO	

NO	YES	Early: Type 1
NO	NO	Susceptible
NO	YES	Early: Type 1
NO	YES	Dynamic
NO	YES	Dynamic
NO	NO	Susceptible
NO	NO	
NO	NO	Susceptible
NO	NO	Susceptible
NO	NO	Susceptible
NO	YES	Early: Type 1
NO	NO	
NO	NO	
NO	NO	
NO	YES	Dynamic
NO	NO	Susceptible
NO	YES	Dynamic
NO	YES	Early: Type 1
NO	NO	Susceptible
NO	NO	
NO	NO	Dyamic (Rent Data)
NO	NO	Susceptible (Rent Data)
NO	YES	Dynamic
NO	YES	Dynamic
NO	YES	Early: Type 1
NO	NO	
NO	NO	
NO	NO	
NO	NO	Susceptible
NO	NO	Susceptible
NO	NO	
NO	NO	
NO	NO	Susceptible (Rent Data)
YES	NO	
NO	NO	Susceptible
NO	NO	
NO	NO	
NO	NO	
NO	NO	
NO	NO	Susceptible
NO	NO	
NO	YES	Early: Type 1
NO	NO	Susceptible
NO	NO	Susceptible
#N/A	NO	Susceptible
NO	NO	Susceptible
NO	YES	Early: Type 1

YES	NO
#N/A	NO
YES	NO
YES	NO
NO	NO
YES	NO
NO	NO
YES	NO
YES	NO
YES	NO
NO	NO
YES	NO
YES	NO
YES	NO
YES	NO

GEOID10	NAME10	NAMELSAD10	Percent_As	Housing Stabi	Mobility	Education
48453000101	1.01	Census Tract 1.01	1.4	50.2	87	90.5
48453000102	1.02	Census Tract 1.02	1.3	85.9	89.9	97.1
48453000203	2.03	Census Tract 2.03	8	4	98.8	92.5
48453000204	2.04	Census Tract 2.04	4.3	19.8	96.5	92
48453000205	2.05	Census Tract 2.05	7	22.7	68.6	76.5
48453000206	2.06	Census Tract 2.06	4	36.7	64.6	82.5
48453000302	3.02	Census Tract 3.02	9.1	11.2	95.9	85.4
48453000304	3.04	Census Tract 3.04	6.6	7.1	84.7	79.4
48453000305	3.05	Census Tract 3.05	2.9	10.3	93.9	84.8
48453000306	3.06	Census Tract 3.06	6.5	8.6	72.7	74.2
48453000307	3.07	Census Tract 3.07	1.8	9.7	79.8	76
48453000401	4.01	Census Tract 4.01	7.8	2.5	96.2	94
48453000402	4.02	Census Tract 4.02	3.2	12.6	93.6	64.8
48453000500	5	Census Tract 5	7.5	2.5	98.2	93.1
48453000601	6.01	Census Tract 6.01	7.9	1.1	99.4	38.2
48453000603	6.03	Census Tract 6.03	22.1	0.2	98.5	79.1
48453000604	6.04	Census Tract 6.04	20.4	0.5	99.7	63.4
48453000700	7	Census Tract 7	4.3	20.9	99.1	83.4
48453000801	8.01	Census Tract 8.01	0	61.4	40.5	8
48453000802	8.02	Census Tract 8.02	0	65.5	27	27.4
48453000803	8.03	Census Tract 8.03	2.8	15.5	69.5	54
48453000804	8.04	Census Tract 8.04	1.2	67.5	54.8	36.5
48453000901	9.01	Census Tract 9.01	3.8	19.2	92.2	40.8
48453000902	9.02	Census Tract 9.02	2.2	60.9	70.1	17.1
48453001000	10	Census Tract 10	2.7	19.5	88.7	20
48453001100	11	Census Tract 11	7.9	44.5	96.8	86
48453001200	12	Census Tract 12	8.4	23.2	97.7	95.1
48453001303	13.03	Census Tract 13.03	5	31	82.1	86.8
48453001304	13.04	Census Tract 13.04	3.1	37.9	77.8	89.1
48453001305	13.05	Census Tract 13.05	0.9	43.1	91.9	72.8
48453001307	13.07	Census Tract 13.07	5	26.7	68.9	58.5
48453001308	13.08	Census Tract 13.08	3	20.1	72.9	43.1
48453001401	14.01	Census Tract 14.01	3.1	8.3	94.2	94.5
48453001402	14.02	Census Tract 14.02	0	7.7	61.2	90
48453001403	14.03	Census Tract 14.03	2.9	12	79.5	39.1
48453001501	15.01	Census Tract 15.01	1.5	72.1	93.1	88.2
48453001503	15.03	Census Tract 15.03	1.6	14.9	70.6	52.8
48453001504	15.04	Census Tract 15.04	5.9	33.9	95.4	73.1
48453001505	15.05	Census Tract 15.05	1.6	36.7	41.3	76.8
48453001602	16.02	Census Tract 16.02	27.3	28.7	95.1	97.7
48453001603	16.03	Census Tract 16.03	2.8	47.4	90.2	99.7
48453001604	16.04	Census Tract 16.04	0.4	70.1	71.5	97.7
48453001605	16.05	Census Tract 16.05	3.4	16.9	92.5	98.8
48453001606	16.06	Census Tract 16.06	0	0	0	7.7
48453001705	17.05	Census Tract 17.05	4.8	75.8	84.7	96
48453001706	17.06	Census Tract 17.06	6.2	66	73.8	90.5

48453001707	17.07 Census Tract 17.07	1.3	34.7	83	83.4
48453001712	17.12 Census Tract 17.12	0.4	41	74.7	42
48453001713	17.13 Census Tract 17.13	2.1	45.4	64.3	55.1
48453001714	17.14 Census Tract 17.14	21.6	50	56.6	81.1
48453001716	17.16 Census Tract 17.16	7.3	62.6	71.8	89.7
48453001718	17.18 Census Tract 17.18	7.2	28.7	76.1	96.5
48453001719	17.19 Census Tract 17.19	6.6	44.2	88.2	94.5
48453001722	17.22 Census Tract 17.22	12.2	29.5	93.3	80.5
48453001728	17.28 Census Tract 17.28	2.5	42.5	55.7	60
48453001729	17.29 Census Tract 17.29	9.7	41.6	49.7	60.8
48453001737	17.37 Census Tract 17.37	7.7	69.2	48.5	86.8
48453001738	17.38 Census Tract 17.38	2.4	58.9	52.2	82
48453001740	17.4 Census Tract 17.40	9.2	28.1	60.3	83.4
48453001742	17.42 Census Tract 17.42	2.2	35.9	26.4	38.8
48453001745	17.45 Census Tract 17.45	3.9	65.8	10.6	74.2
48453001746	17.46 Census Tract 17.46	5.3	40.5	36.7	50.2
48453001747	17.47 Census Tract 17.47	2.3	31.6	31	45.7
48453001748	17.48 Census Tract 17.48	5.1	31.3	45.4	65.4
48453001749	17.49 Census Tract 17.49	21.7	10.6	82.7	83.1
48453001750	17.5 Census Tract 17.50	7	34.1	80.4	70
48453001751	17.51 Census Tract 17.51	1.5	86.7	85.6	95.4
48453001752	17.52 Census Tract 17.52	23.5	9.7	97.9	83.4
48453001753	17.53 Census Tract 17.53	13.7	16.3	92.8	92.8
48453001754	17.54 Census Tract 17.54	3.1	43.9	63.2	68.2
48453001755	17.55 Census Tract 17.55	34.9	84.4	79	96.5
48453001756	17.56 Census Tract 17.56	11.4	47.7	84.4	80.2
48453001757	17.57 Census Tract 17.57	5.9	50.8	53.1	86
48453001760	17.6 Census Tract 17.60	9.5	42.2	28.1	92.2
48453001761	17.61 Census Tract 17.61	6.4	48.2	66.3	91.4
48453001765	17.65 Census Tract 17.65	4.9	87.3	19.8	91.1
48453001769	17.69 Census Tract 17.69	7.8	76.7	50.5	71.4
48453001770	17.7 Census Tract 17.70	10.5	91	65.2	93.1
48453001772	17.72 Census Tract 17.72	5.7	49.4	35.3	46.2
48453001774	17.74 Census Tract 17.74	7.9	80.7	23.8	75.1
48453001775	17.75 Census Tract 17.75	8.8	83.6	45.4	79.7
48453001776	17.76 Census Tract 17.76	3.6	25	77	63.4
48453001777	17.77 Census Tract 17.77	3.8	54.5	56.6	62.5
48453001781	17.81 Census Tract 17.81	8	90.5	58.9	88.2
48453001782	17.82 Census Tract 17.82	29.9	64.3	56.3	85.1
48453001783	17.83 Census Tract 17.83	6.7	51.1	51.4	93.1
48453001784	17.84 Census Tract 17.84	18.6	55.7	53.4	94
48453001785	17.85 Census Tract 17.85	15	38.2	65.5	77.7
48453001786	17.86 Census Tract 17.86	33.5	21.5	88.5	66.8
48453001804	18.04 Census Tract 18.04	3.5	8	28.7	17.7
48453001805	18.05 Census Tract 18.05	3.5	12.9	27.2	9.4
48453001806	18.06 Census Tract 18.06	0	4.5	21.5	4.5
48453001811	18.11 Census Tract 18.11	0.3	11.4	8.6	6.8

48453001812	18.12 Census Tract 18.12	2	5.4	25.5	4.2
48453001813	18.13 Census Tract 18.13	3.3	23.2	59.7	13.4
48453001817	18.17 Census Tract 18.17	5.4	33.6	68.1	70.2
48453001818	18.18 Census Tract 18.18	4.5	13.7	50.2	27.7
48453001819	18.19 Census Tract 18.19	8.4	2	75.2	0.5
48453001820	18.2 Census Tract 18.20	1.6	7.1	41.9	10.5
48453001821	18.21 Census Tract 18.21	2.8	27	68.9	18
48453001822	18.22 Census Tract 18.22	1.5	6.6	62.6	4
48453001823	18.23 Census Tract 18.23	1.5	6.8	47.1	2.2
48453001824	18.24 Census Tract 18.24	2.9	36.4	60.6	55.1
48453001826	18.26 Census Tract 18.26	20.6	18.3	64.6	60.2
48453001828	18.28 Census Tract 18.28	2.7	79.3	86.2	72
48453001829	18.29 Census Tract 18.29	8.6	30.4	76.1	72.5
48453001832	18.32 Census Tract 18.32	4.3	52.5	58.3	35.4
48453001833	18.33 Census Tract 18.33	2.4	12.9	39.3	6.5
48453001834	18.34 Census Tract 18.34	17.6	25	74.1	50
48453001835	18.35 Census Tract 18.35	4.9	35.3	58.6	13.7
48453001839	18.39 Census Tract 18.39	27	53.4	75.5	49.4
48453001840	18.4 Census Tract 18.40	9	58.3	47.4	29.7
48453001841	18.41 Census Tract 18.41	14.7	88.7	57.7	36.8
48453001842	18.42 Census Tract 18.42	13	32.4	30.1	21.4
48453001843	18.43 Census Tract 18.43	10.9	49.4	87.6	49.7
48453001844	18.44 Census Tract 18.44	1.5	26.1	83.6	50.5
48453001845	18.45 Census Tract 18.45	4.8	27	51.4	56.2
48453001846	18.46 Census Tract 18.46	7.3	68.6	72.1	78.2
48453001847	18.47 Census Tract 18.47	19.6	44.8	54	52.2
48453001848	18.48 Census Tract 18.48	21.1	46.8	84.1	48
48453001849	18.49 Census Tract 18.49	16	22.4	91.3	68.5
48453001850	18.5 Census Tract 18.50	7.8	14	74.7	62
48453001851	18.51 Census Tract 18.51	7.3	34.4	66	61.7
48453001856	18.56 Census Tract 18.56	4.4	68.3	37.6	45.1
48453001857	18.57 Census Tract 18.57	11.3	62.9	37.6	40
48453001863	18.63 Census Tract 18.63	6.3	18.3	52	28
48453001864	18.64 Census Tract 18.64	8.4	22.9	70.9	44.5
48453001901	19.01 Census Tract 19.01	2	35.3	94.2	91.4
48453001908	19.08 Census Tract 19.08	8	39.6	70.9	80.5
48453001910	19.1 Census Tract 19.10	7.1	53.1	89.6	86.8
48453001911	19.11 Census Tract 19.11	7.7	16	94.2	97.1
48453001912	19.12 Census Tract 19.12	10.7	75.5	90.5	95.4
48453001913	19.13 Census Tract 19.13	9.4	45.6	67.2	97.7
48453001914	19.14 Census Tract 19.14	7.3	37.6	66.3	90
48453001915	19.15 Census Tract 19.15	4.6	29.5	86.7	67.4
48453001917	19.17 Census Tract 19.17	7.7	85.3	72.4	99.4
48453001918	19.18 Census Tract 19.18	2.1	81.3	89	98.8
48453001919	19.19 Census Tract 19.19	4.9	61.2	87.9	96
48453002002	20.02 Census Tract 20.02	1.3	44.8	41.6	54.5
48453002003	20.03 Census Tract 20.03	1.1	17.8	83.9	24

48453002004	20.04 Census Tract 20.04	7.2	16.9	81.6	75.1
48453002005	20.05 Census Tract 20.05	1.7	6	59.7	56.5
48453002104	21.04 Census Tract 21.04	1.6	35.9	49.4	43.7
48453002105	21.05 Census Tract 21.05	1.7	9.1	54	24.2
48453002106	21.06 Census Tract 21.06	0	85.6	81.8	23.7
48453002107	21.07 Census Tract 21.07	0.8	14.3	60.9	20.2
48453002108	21.08 Census Tract 21.08	0	25	59.1	31.7
48453002109	21.09 Census Tract 21.09	1.1	57.7	78.7	16.2
48453002110	21.1 Census Tract 21.10	1.9	73.2	52.5	8.5
48453002111	21.11 Census Tract 21.11	2.2	20.1	48.2	5.4
48453002112	21.12 Census Tract 21.12	2	23.2	29.8	9.7
48453002113	21.13 Census Tract 21.13	0.8	46.8	15.8	37.4
48453002201	22.01 Census Tract 22.01	0	89.6	33	5.7
48453002202	22.02 Census Tract 22.02	0	35	8.9	4.8
48453002207	22.07 Census Tract 22.07	0.1	37.3	2.5	10
48453002208	22.08 Census Tract 22.08	0.2	24.7	42.2	3.4
48453002209	22.09 Census Tract 22.09	1.1	94.8	24.1	23.1
48453002210	22.1 Census Tract 22.10	0	70.9	1.7	11.7
48453002211	22.11 Census Tract 22.11	1.3	56	18.9	10.8
48453002212	22.12 Census Tract 22.12	0	99.1	40.8	13.1
48453002304	23.04 Census Tract 23.04	4.7	3.4	33.9	27.1
48453002307	23.07 Census Tract 23.07	2.8	8.6	83.3	26.5
48453002308	23.08 Census Tract 23.08	2.1	4.8	77.5	50.8
48453002310	23.1 Census Tract 23.10	0	9.1	16.6	1.4
48453002312	23.12 Census Tract 23.12	0.2	32.7	25	2
48453002313	23.13 Census Tract 23.13	1.6	13.5	44.8	28.8
48453002314	23.14 Census Tract 23.14	2.6	3.4	95.4	24.8
48453002315	23.15 Census Tract 23.15	1.2	4.3	42.2	20.8
48453002316	23.16 Census Tract 23.16	3.1	2	90.8	7.4
48453002317	23.17 Census Tract 23.17	6.5	0.5	87.3	29.1
48453002318	23.18 Census Tract 23.18	13.1	1.4	85.3	22.2
48453002319	23.19 Census Tract 23.19	0	0	0	0.2
48453002402	24.02 Census Tract 24.02	1.8	15.5	78.1	40.5
48453002403	24.03 Census Tract 24.03	0	33.3	72.9	36
48453002407	24.07 Census Tract 24.07	4.5	48.8	29.3	42.8
48453002409	24.09 Census Tract 24.09	0.1	21.2	53.7	24.8
48453002410	24.1 Census Tract 24.10	2.8	18.9	74.4	15.1
48453002411	24.11 Census Tract 24.11	0.1	11.4	62.3	0.8
48453002412	24.12 Census Tract 24.12	0.7	48.2	38.2	1.7
48453002413	24.13 Census Tract 24.13	0	15.2	44.8	2.8
48453002419	24.19 Census Tract 24.19	1.9	12	43.1	33.1
48453002421	24.21 Census Tract 24.21	3.9	17.5	43.9	52.2
48453002422	24.22 Census Tract 24.22	0.4	32.1	72.9	33.7
48453002423	24.23 Census Tract 24.23	2.3	41	32.4	44
48453002424	24.24 Census Tract 24.24	0.6	22.1	35	19.1
48453002425	24.25 Census Tract 24.25	8.4	40.8	17.8	49.1
48453002426	24.26 Census Tract 24.26	0.6	40.2	33.6	22.8

48453002427	24.27 Census Tract 24.27	0	39.6	14.9	6
48453002428	24.28 Census Tract 24.28	3	31.8	28.4	47.7
48453002429	24.29 Census Tract 24.29	1.4	39	46.8	64.5
48453002430	24.3 Census Tract 24.30	0	41.6	11.4	10.8
48453002431	24.31 Census Tract 24.31	0.9	52.2	38.7	10.2
48453002433	24.33 Census Tract 24.33	1.9	87.9	21.2	14.2
48453002434	24.34 Census Tract 24.34	0	25.8	24.4	5.1
48453002435	24.35 Census Tract 24.35	2.7	55.1	62.6	14.8
48453002500	25 Census Tract 25	7.3	18.1	91	80
48491020311	203.11 Census Tract 203.11	19	30.7	48.8	82.2
48491020318	203.18 Census Tract 203.18	6.7	83	44.5	58
48491020403	204.03 Census Tract 204.03	7.4	26.4	61.4	56.8
48491020404	204.04 Census Tract 204.04	9.4	76.1	34.4	51.1
48491020405	204.05 Census Tract 204.05	11.8	23.2	77	48.2
48491020406	204.06 Census Tract 204.06	4.8	28.7	81.3	54.5
48491020408	204.08 Census Tract 204.08	5.6	27.5	63.5	58.8
48491020409	204.09 Census Tract 204.09	4.6	64.6	59.4	64.2
48491020410	204.1 Census Tract 204.10	9.7	47.7	42.8	57.4
48491020411	204.11 Census Tract 204.11	12.8	58	50	86.5
48491020503	205.03 Census Tract 205.03	5.3	98.2	38.7	70.2
48491020508	205.08 Census Tract 205.08	18.7	32.7	80.7	58
48491020509	205.09 Census Tract 205.09	21.7	78.1	45.9	88.2
48491020510	205.1 Census Tract 205.10	22.5	56.6	29	76.8

Health & Well	Economic Seci	Social Capit	Access to Jok	Community	Environment	Housing Stabi	Mobility Ind
66.2	76.8	87.1	83.4	73.4	21.7	1	1
92.8	96.8	97.4	76	69.4	48.8	1	1
76.8	11.1	0.2	0.2	0.2	0.2	0	1
62.8	53.7	72	98.5	74.8	18.8	0	1
52	48.2	0.2	0.2	0.2	0.2	0	1
42.2	68.2	74.5	90.5	69.1	27.4	0	1
47.4	31.7	58.5	93.7	86	16.5	0	1
34	38	57.4	96.8	70	13.1	0	1
32.8	40.8	58	93.4	66.5	21.1	0	1
43.1	37.4	63.4	84.2	61.1	30.5	0	1
36.8	37.4	64.2	98	64.8	7.7	0	1
65.4	52	68.8	99.4	72	8.8	0	1
39.4	40.5	0.2	0.2	0.2	0.2	0	1
48.5	31.4	48.5	96.5	86	15.4	0	1
19.7	0.2	7.1	83.1	86	10.2	0	1
46.2	0.5	7.4	92.2	74.8	12.8	0	1
41.7	0.8	9.4	94.5	74.8	10.5	0	1
51.7	51.1	73.4	98.8	77.1	12.2	0	1
6	16.2	18.8	85.1	27.7	31.7	1	0
9.7	2.8	13.4	94	54.5	24.2	1	0
28.8	48.8	45.7	95.4	62.5	14	0	1
10	7.1	0.2	0.2	0.2	0.2	1	0
18.5	20	32.8	95.1	61.4	11.4	0	1
3.1	11.7	17.4	94.2	24.5	11.1	1	1
0.8	23.7	26.5	97.4	30.2	9.1	0	1
82.2	82	78	99.7	71.4	8	1	1
59.7	68.2	88.5	96	71.4	16.2	0	1
62.5	70	83.4	90.8	67.1	25.1	0	1
54	78	79.4	89.1	67.1	25.7	1	1
44.5	41.7	54.8	92.5	38.2	26.5	1	1
14.5	32	39.7	88	35.7	23.1	0	1
17.7	50.5	44	90.8	32.2	16.5	0	1
61.7	66.5	78.2	96.2	40.2	17.1	0	1
46.5	44.8	67.4	97.7	40.2	8.5	0	1
6.5	26	40.5	99.1	40.2	7.1	0	1
66.5	82	86.8	85.7	68.8	33.4	1	1
31.4	43.4	50.8	90.8	52.8	20.2	0	1
74	75.7	75.7	88.2	63.1	29.1	0	1
40	54.2	66	87.4	63.1	28.5	0	0
68.8	67.4	76.8	87.4	70.8	31.4	0	1
93.7	96	97.7	93.1	72.2	20.8	1	1
82	98.2	96.5	85.1	70.2	43.4	1	1
68	72.5	90.8	98.2	71.1	18.2	0	1
23.4	1.4	0.2	0.2	0.2	0.2	0	0
84.8	91.1	93.1	78.8	90.2	42.2	1	1
77.1	82	0.2	0.2	0.2	0.2	1	1

67.4	59.4	83.7	76.2	90	23.4	0	1
27.7	26.8	44.2	77.1	39.4	40	1	1
37.4	33.4	44.5	72.8	24	49.1	1	1
84.5	67.7	84.8	45.4	93.7	72.5	1	0
87.1	77.4	90	55.4	92.5	64.8	1	1
77.4	79.7	89.1	76.5	80.2	34.2	0	1
87.1	97.1	97.7	60.2	72.8	54	1	1
60.5	70.5	77.7	71.4	87.4	32.5	0	1
54.8	69.1	62.8	72.5	22.5	50.2	1	0
58.2	69.1	71.1	71.4	49.4	47.4	1	0
90.8	94.5	94.8	60.2	85.4	63.4	1	0
74.2	77.7	88.8	65.4	67.1	56	1	0
70	78.2	0.2	0.2	0.2	0.2	0	0
53.7	48.5	59.7	26.8	89.1	87.7	0	0
55.7	80.8	75.7	57.7	81.1	51.1	1	0
38.8	60	67.1	61.1	63.7	61.4	1	0
33.7	43.7	50	62	57.4	56.2	0	0
72.2	62.8	69.7	66	56.5	66.5	0	0
62.8	66.2	0.2	0.2	0.2	0.2	0	1
55.4	72.5	68.2	73.1	43.4	39.7	0	1
81.4	90.5	94.5	74.2	90.2	37.7	1	1
30	35.1	50.5	82.2	90.2	14.5	0	1
70.8	62.2	80	80.5	78.5	16	0	1
50	61.1	72.8	70.5	78.5	24.8	1	1
97.7	99.1	99.1	62.2	94.2	59.1	1	1
62	87.7	0.2	0.2	0.2	0.2	1	1
67.1	74	92.5	58.8	89.1	49.7	1	0
98.8	95.4	96	28.8	97.7	90	1	0
90	89.7	93.1	34.5	76	82.2	1	1
94.2	95.7	0.2	0.2	0.2	0.2	1	0
70.5	86	81.1	51.1	74.5	75.1	1	0
96	96.2	97.1	46.8	98.5	75.7	1	1
64	46.2	60.8	51.4	42.8	76	1	0
83.7	86.5	0.2	0.2	0.2	0.2	1	0
96.5	92	94.2	43.1	94.8	88	1	0
71.4	64.8	68.8	67.4	44	51.4	0	1
54.5	75.7	73.7	66.8	56.8	48.2	1	0
83.4	84.5	0.2	0.2	0.2	0.2	1	0
69.4	88	92	56	94.2	57.7	1	0
78.8	89.4	0.2	0.2	0.2	0.2	1	0
97.1	98.2	97.7	27.4	98	90.8	1	0
77.7	70.5	81.1	57.4	86	53.4	1	1
53.4	75.1	70.5	66.2	83.4	40.8	0	1
4	13.4	19.7	90.8	10.2	12	0	0
3.1	13.1	16.2	94.5	11.7	13.7	0	0
1.1	14	0.2	0.2	0.2	0.2	0	0
7.4	15.7	17.1	86.5	7.1	18	0	0

0.5	5.7	10.8	90.2	9.4	11.7	0	0
5.7	28	20.8	75.4	17.1	22.2	0	0
30.2	62.8	66.2	90	47.4	24	0	1
26.5	16	33.1	89.7	11.1	18.2	0	0
8	6.5	8.8	79.1	15.7	19.4	0	1
5.4	11.4	14.2	82.2	13.7	19.7	0	0
14.2	18.5	31.1	79.1	14.8	36	0	1
3.7	9.7	15.7	80	22.8	21.1	0	1
2.2	7.7	10	88.2	14.2	17.4	0	0
47.1	56.2	0.2	0.2	0.2	0.2	0	0
42.8	41.1	61.7	74.5	55.1	42.8	0	1
76.5	83.1	90.8	66.5	74	53.1	1	1
51.4	57.4	76.5	69.4	74	37.4	0	1
24.2	28.8	31.7	86	37.7	22.8	1	0
13.1	25.7	0.2	0.2	0.2	0.2	0	0
52.2	40	49.7	61.1	21.4	53.7	0	1
28.2	24.2	32.5	68	49.7	41.1	0	0
49.1	55.1	51.4	70.2	58	47.1	1	1
36.8	36.8	0.2	0.2	0.2	0.2	1	0
48.2	49.7	50.2	48	55.4	73.4	1	0
27.1	21.4	38.2	46.2	47.7	76.5	0	0
41.4	45.1	64	77.7	58.5	38.2	1	1
24.5	27.1	44.8	76.8	51.7	38.2	0	1
44.8	39.1	54.8	77.4	51.4	39.4	0	0
60.5	81.4	85.7	63.4	83.4	52.2	1	1
74.8	51.7	63.4	58.5	65.1	43.1	1	0
46.8	61.4	56.5	84.5	60	26.2	1	1
43.7	57.7	0.2	0.2	0.2	0.2	0	1
28	42.5	48.2	81.4	45.1	28.8	0	1
52.8	62.5	66.5	60.2	77.7	41.7	0	1
56.5	66.8	0.2	0.2	0.2	0.2	1	0
42	63.7	55.7	53.7	61.7	44.5	1	0
18.8	18	26	64.8	48.8	32.8	0	0
35.1	53.1	54	63.4	73.1	48.2	0	1
65.4	75.4	88	83.7	72.5	33.4	0	1
79.4	80	0.2	0.2	0.2	0.2	1	1
88	94	94	67.1	95.1	33.1	1	1
75.4	74	87.1	68	80.2	32	0	1
86.5	98	96.2	53.4	81.7	74.5	1	1
97.7	99.4	99.1	54.2	99.7	66.5	1	1
86.5	90.8	91.4	56.2	66.2	71.4	1	1
48	70.2	0.2	0.2	0.2	0.2	0	1
98.2	97.7	98.8	54.5	98.5	63.4	1	1
89.7	95.1	96.5	54.8	99.4	60.2	1	1
97.4	98.8	98.5	65.1	98.2	47.4	1	1
46	78.8	67.7	82	32.2	38.2	1	0
16.8	25.1	27.1	80.5	22.2	28	0	1

16	47.7	47.7	95.7	37.4	9.4	0	1
22.2	34.5	41.1	87.1	48	17.7	0	0
38.5	34	45.4	86.2	30	24.2	0	0
4	5.7	14.8	92.8	40	8.2	0	0
21.1	14.2	34.8	78.5	34.2	42.5	1	1
5.1	17.7	22.5	73.4	27.1	45.1	0	1
13.4	8	16.8	73.7	24.5	41.4	0	0
4.5	20.5	24.8	77.7	42.5	36.8	1	1
2.8	2.2	9.1	70.8	16.2	36.8	1	0
6.8	3.7	11.1	75.7	20.2	27.1	0	0
8	9.1	16	78.2	20.8	29.7	0	0
22.8	30.8	39.1	80.2	29.1	33.4	1	0
8.5	21.1	15.4	59.7	19.7	50	1	0
1.4	8.2	11.7	57.1	18.8	62.8	0	0
32	32.2	29.4	37.4	12	69.4	1	0
7.7	6.8	10.2	56.5	7.7	59.4	0	0
37.7	22.2	31.4	20	12.5	83.7	1	0
36.2	42.8	34.5	18.8	8.8	91.1	1	0
17.1	39.4	28.2	52	12.2	75.1	1	0
51.1	52.5	42.2	48.5	15.4	77.1	1	0
9.1	12.2	18.2	88.8	31.4	13.4	0	0
11.1	13.7	24.5	97.1	26	7.4	0	1
34.5	29.7	42.5	92	36.8	14.2	0	1
2	7.4	8	60	8	29.7	0	0
1.4	4	11.1	79.7	13.7	19.1	0	0
15.4	14.8	31.7	84	20	20.5	0	0
11.4	10.2	22	82.8	10.5	27.7	0	1
9.4	9.4	13.1	89.1	26.8	10.8	0	0
2.2	8.5	10.5	86.8	18.2	12.2	0	1
22	2.2	7.7	73.7	13.1	29.4	0	1
27.4	5.1	12	81.1	13.4	22.5	0	1
6.2	1.1	0.2	0.2	0.2	0.2	0	0
23.1	47.1	41.7	81.4	18.2	25.7	0	1
30.5	31.1	39.1	84.8	10.8	15.1	0	1
55.7	74	61.7	49.7	42.8	65.7	1	0
20.8	30.5	38.5	72.2	23.1	45.1	0	0
10.5	14.5	24.2	74.5	23.1	34.8	0	1
8.8	5.4	9.7	71.4	7.4	23.7	0	1
12	26.2	17.7	69.7	9.7	40.2	1	0
6.8	1.7	8.5	68.5	8.2	35.4	0	0
20	19.7	25.7	75.1	18.8	15.7	0	0
63.4	56	52.8	63.4	32.8	51.4	0	0
12.5	20.8	28	71.1	19.4	35.4	0	1
35.1	58.5	46.8	64.5	38.8	52.2	1	0
12.2	18	28.5	70	26	49.4	0	0
56.8	84.5	68.2	58.2	38.5	46	1	0
42.2	54.8	41.4	58	38	64.5	1	0

10	10.8	16.5	68.8	21.7	36.5	1	0
59.4	64.5	60	52.2	42.2	72	0	0
68.8	47.4	55.4	59.1	32.8	50.5	1	0
10.5	16.5	19.1	63.1	32	56.8	1	0
31.4	35.7	32.2	67.7	14.5	44.5	1	0
33.4	28	27.4	40.2	12.8	43.7	1	0
12.8	30	25.1	26.5	27.4	85.1	0	0
26.8	6.2	15.1	26.2	10	77.4	1	1
49.7	56.2	81.7	68.8	82	36.2	0	1
90	90	88.2	45.7	91.7	59.7	0	0
80.8	64	70	51.7	82.2	64	1	0
34.8	24.5	49.1	59.4	87.4	52.8	0	1
53.1	71.4	74	54.8	82.2	55.1	1	0
35.7	38.2	57.7	61.7	82.8	41.7	0	1
58.8	42.2	58.2	65.4	84	28.2	0	1
40.8	58.2	61.1	62.8	78.2	29.7	0	1
70	74.8	74.8	55.7	88	55.1	1	0
35.7	58.5	59.1	62.5	83.1	40.5	1	0
92.5	91.1	90.5	56.5	95.1	54.5	1	0
83.1	81.4	86.2	44.5	88.5	60	1	0
81.7	76.8	74	44	88	64	0	1
99.4	96.2	95.4	42.2	93.7	69.4	1	0
85.1	86.2	91.7	43.1	92	67.4	1	0

Education	In Health Inde	Economic In	Social Capital	Access Index	Community	Environme	All Index	HighOpport
1	1	1	1	1	1	0	8	Yes
1	1	1	1	1	1	1	9	Yes
1	1	0	0	0	0	0	3	No
1	1	1	1	1	1	0	7	Yes
1	1	0	0	0	0	0	3	No
1	0	1	1	1	1	0	6	Yes
1	1	0	1	1	1	0	6	Yes
1	0	0	1	1	1	0	5	No
1	0	0	1	1	1	0	5	No
1	0	0	1	1	1	0	5	No
1	0	0	1	1	1	0	5	No
1	1	1	1	1	1	0	7	Yes
1	0	0	0	0	0	0	2	No
1	1	0	1	1	1	0	6	Yes
0	0	0	0	1	1	0	3	No
1	1	0	0	1	1	0	5	No
1	0	0	0	1	1	0	4	No
1	1	1	1	1	1	0	7	Yes
0	0	0	0	1	0	0	2	No
0	0	0	0	1	1	0	3	No
1	0	1	0	1	1	0	5	No
0	0	0	0	0	0	0	1	No
0	0	0	0	1	1	0	3	No
0	0	0	0	1	0	0	3	No
0	0	0	0	1	0	0	2	No
1	1	1	1	1	1	0	8	Yes
1	1	1	1	1	1	0	7	Yes
1	1	1	1	1	1	0	7	Yes
1	1	1	1	1	1	0	8	Yes
1	0	0	1	1	0	0	5	No
1	0	0	0	1	0	0	3	No
0	0	1	0	1	0	0	3	No
1	1	1	1	1	0	0	6	Yes
1	1	0	1	1	0	0	5	No
0	0	0	0	1	0	0	2	No
1	1	1	1	1	1	0	8	Yes
0	0	0	1	1	1	0	4	No
1	1	1	1	1	1	0	7	Yes
1	0	1	1	1	1	0	5	No
1	1	1	1	1	1	0	7	Yes
1	1	1	1	1	1	0	8	Yes
1	1	1	1	1	1	1	9	Yes
1	1	1	1	1	1	0	7	Yes
0	0	0	0	0	0	0	0	No
1	1	1	1	1	1	1	9	Yes
1	1	1	0	0	0	0	5	No

1	1	1	1	1	1	0	7 Yes
0	0	0	0	1	0	1	4 No
1	0	0	0	1	0	1	5 No
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	1	1	1	0	7 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	1	1	1	0	7 Yes
1	1	1	1	1	0	1	7 Yes
1	1	1	1	1	1	1	8 Yes
1	1	1	1	0	1	1	7 Yes
1	1	1	1	1	1	1	8 Yes
1	1	1	0	0	0	0	3 No
0	1	1	1	0	1	1	5 No
1	1	1	1	0	1	1	7 Yes
0	0	1	1	0	1	1	5 No
0	0	0	1	0	1	1	3 No
1	1	1	1	1	1	1	7 Yes
1	1	1	0	0	0	0	4 No
1	1	1	1	1	0	1	7 Yes
1	1	1	1	1	1	1	9 Yes
1	0	0	1	1	1	0	5 No
1	1	1	1	1	1	0	7 Yes
1	1	1	1	1	1	0	8 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	0	0	0	0	5 No
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	0	0	0	0	4 No
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	8 Yes
0	1	0	1	0	0	1	4 No
1	1	1	0	0	0	0	4 No
1	1	1	1	0	1	1	7 Yes
1	1	1	1	1	0	1	7 Yes
1	1	1	1	1	1	1	8 Yes
1	1	1	0	0	0	0	4 No
1	1	1	1	0	1	1	7 Yes
1	1	1	0	0	0	0	4 No
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	1	1	1	1	8 Yes
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	1 No
0	0	0	0	0	0	0	0 No
0	0	0	0	1	0	0	1 No

0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	1 No
1	0	1	1	1	1	0	6 Yes
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	2 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	1	3 No
0	0	0	0	1	0	0	2 No
0	0	0	0	1	0	0	1 No
1	1	1	0	0	0	0	3 No
1	0	0	1	1	1	1	6 Yes
1	1	1	1	1	1	1	9 Yes
1	1	1	1	1	1	1	8 Yes
0	0	0	0	1	0	0	2 No
0	0	0	0	0	0	0	0 No
0	1	0	1	0	0	1	4 No
0	0	0	0	1	1	1	3 No
0	1	1	1	1	1	1	8 Yes
0	0	0	0	0	0	0	1 No
0	1	1	1	0	1	1	6 Yes
0	0	0	0	0	1	1	2 No
0	0	0	1	1	1	1	6 Yes
0	0	0	0	1	1	1	4 No
1	1	0	1	1	1	1	6 Yes
1	1	1	1	0	1	1	8 Yes
0	1	1	1	0	1	1	6 Yes
0	1	1	1	1	1	0	7 Yes
1	0	1	0	0	0	0	3 No
1	0	0	1	1	0	0	4 No
1	1	1	1	0	1	1	7 Yes
0	1	1	0	0	0	0	3 No
0	0	1	1	0	1	1	5 No
0	0	0	0	1	1	0	2 No
0	0	1	1	0	1	1	5 No
1	1	1	1	1	1	0	7 Yes
1	1	1	0	0	0	0	5 No
1	1	1	1	1	1	0	8 Yes
1	1	1	1	1	1	0	7 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	0	0	0	0	4 No
1	1	1	1	0	1	1	8 Yes
1	1	1	1	0	1	1	8 Yes
1	1	1	1	1	1	1	9 Yes
1	1	1	1	1	0	1	7 Yes
0	0	0	0	1	0	0	2 No

1	0	0	0	1	0	0	3 No
1	0	0	0	1	1	0	3 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	1	4 No
0	0	0	0	1	0	1	3 No
0	0	0	0	1	0	1	2 No
0	0	0	0	1	0	1	4 No
0	0	0	0	1	0	1	3 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	2 No
0	0	0	0	0	0	1	2 No
0	0	0	0	0	0	1	1 No
0	0	0	0	0	0	1	2 No
0	0	0	0	0	0	1	1 No
0	0	0	0	0	0	1	2 No
0	0	0	0	0	0	1	2 No
0	0	0	0	0	0	1	2 No
0	0	0	0	0	0	1	2 No
0	1	1	0	0	0	1	4 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	2 No
0	0	0	0	1	0	0	2 No
0	0	0	0	0	0	0	0 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	2 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	2 No
0	0	0	0	1	0	0	2 No
0	0	0	0	0	0	0	0 No
0	0	0	0	1	0	0	2 No
0	0	0	0	1	0	0	2 No
0	1	1	1	0	0	1	5 No
0	0	0	0	1	0	1	2 No
0	0	0	0	1	0	0	2 No
0	0	0	0	1	0	0	2 No
0	0	0	0	1	0	1	3 No
0	0	0	0	1	0	0	1 No
0	0	0	0	1	0	0	1 No
0	1	1	1	0	0	1	4 No
0	0	0	0	1	0	0	2 No
0	0	1	0	1	0	1	4 No
0	0	0	0	1	0	1	2 No
0	1	1	1	0	0	1	5 No
0	0	1	0	0	0	1	3 No

0	0	0	0	1	0	1	3 No
0	1	1	1	0	0	1	4 No
1	1	0	1	0	0	1	5 No
0	0	0	0	0	0	1	2 No
0	0	0	0	1	0	1	3 No
0	0	0	0	0	0	1	2 No
0	0	0	0	0	0	1	1 No
0	0	0	0	0	0	1	3 No
1	1	1	1	1	1	1	8 Yes
1	1	1	1	0	1	1	6 Yes
1	1	1	1	0	1	1	7 Yes
1	0	0	1	0	1	1	5 No
0	1	1	1	0	1	1	6 Yes
0	0	0	1	0	1	1	4 No
1	1	0	1	1	1	0	6 Yes
1	0	1	1	0	1	0	5 No
1	1	1	1	0	1	1	7 Yes
1	0	1	1	0	1	1	6 Yes
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	7 Yes
1	1	1	1	0	1	1	7 Yes

PathIndex	EmergingOp	RISK
3	Yes	NO
4	Yes	NO
0	No	NO
3	Yes	NO
0	No	NO
3	Yes	NO
3	Yes	NO
3	Yes	NO
3	Yes	NO
3	Yes	NO
3	Yes	NO
3	Yes	no
0	No	YES
3	Yes	NO
2	Yes	NO
2	Yes	no
2	Yes	no
3	Yes	no
1	No	YES
2	Yes	YES
2	Yes	YES
0	No	YES
2	Yes	YES
1	No	YES
1	No	YES
3	Yes	NO
3	Yes	NO
3	Yes	NO
3	Yes	NO
2	Yes	YES
1	No	YES
1	No	YES
2	Yes	NO
2	Yes	NO
1	No	NO
3	Yes	NO
3	Yes	NO
3	Yes	NO
3	Yes	YES
3	Yes	NO
3	Yes	NO
4	Yes	NO
3	Yes	NO
0	No	NO
4	Yes	NO
0	No	NO

3 Yes	no
2 Yes	YES
2 Yes	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
3 Yes	no
3 Yes	NO
3 Yes	NO
4 Yes	NO
3 Yes	NO
4 Yes	NO
0 No	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
4 Yes	NO
0 No	NO
3 Yes	NO
4 Yes	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
0 No	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
0 No	NO
3 Yes	NO
3 Yes	NO
2 Yes	NO
0 No	NO
3 Yes	NO
3 Yes	NO
4 Yes	NO
0 No	NO
3 Yes	NO
0 No	NO
3 Yes	NO
3 Yes	NO
4 Yes	NO
1 No	YES
1 No	NO
0 No	NO
1 No	NO

1 No	YES
1 No	NO
3 Yes	NO
1 No	YES
1 No	no
1 No	NO
2 Yes	NO
1 No	NO
1 No	NO
0 No	NO
4 Yes	NO
4 Yes	NO
4 Yes	NO
1 No	NO
0 No	NO
2 Yes	NO
3 Yes	NO
4 Yes	NO
0 No	NO
3 Yes	NO
2 Yes	NO
4 Yes	NO
3 Yes	NO
4 Yes	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
0 No	NO
2 Yes	NO
3 Yes	NO
0 No	NO
3 Yes	NO
2 Yes	NO
3 Yes	NO
3 Yes	NO
0 No	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
3 Yes	NO
0 No	NO
3 Yes	NO
3 Yes	NO
4 Yes	NO
3 Yes	NO
1 No	YES

1 No	YES
2 Yes	YES
1 No	YES
1 No	YES
2 Yes	NO
2 Yes	YES
2 Yes	NO
2 Yes	YES
2 Yes	YES
1 No	YES
1 No	NO
1 No	NO
1 No	NO
1 No	NO
1 No	YES
1 No	NO
1 No	NO
1 No	NO
1 No	no
1 No	YES
1 No	NO
1 No	YES
0 No	no
1 No	YES
1 No	no
1 No	NO
1 No	NO
1 No	NO
1 No	NO
1 No	YES
0 No	YES
1 No	YES
1 No	NO
2 Yes	NO
2 Yes	NO
1 No	NO
1 No	NO
2 Yes	NO
1 No	NO
1 No	NO
2 Yes	NO
1 No	NO
2 Yes	NO
2 Yes	NO
2 Yes	NO
1 No	NO

[illegible]