

**REQUEST FOR CITY OF AUSTIN RESOLUTIONS & OTHER REQUIREMENTS
for
2021 4% Low Income Housing Tax Credits**

This is the Application for developers requesting resolutions required by the Texas Department of Housing and Community Affairs (TDHCA) for 4% Low Income Housing Tax Credit applications in 2021. All resolutions being requested are subject to approval by the Austin City Council. This Application can also be used to request TEFRA approvals from the Austin City Council.

- Application Deadlines.** Applications will be accepted quarterly on the following dates. The respective Council dates for setting and conducting the public hearings for the 4% LIHTC resolution are noted. A full application (including the Project Summary Form) must be submitted in order to follow the requested timeline. Please select your desired application due date and timeline.

Applicant Requests (please check):	Application Due Date	Council – Set Hearing	Council – Conduct Hearing
	January 15, 2021	March 4, 2021	March 25, 2021
X	April 9, 2021	May 20, 2021	June 3, 2021
	July 23, 2021	Sept. 2, 2021	Sept. 30, 2021
	Sept. 10, 2021*	Oct. 21, 2021	Nov. 4, 2021

*The September 10, 2021 4% application is limited only to developments that have applied to the Texas Bond Review Board August Collapse, or that have applied/will apply for traditional carryforward.

- Resolutions & TEFRA.** Please indicate each applicable resolution requested from the City of Austin. If a resolution will ultimately be needed from Council approving a TEFRA hearing for another bond issuer, please note so with the last item below.

Resolution of No Objection from the Local Governing Body

Twice the State Average Per Capita (will be provided to all applicants completing this form and providing all attachments)

One-Mile/Three-Year Rule

Limitations on Developments in Certain Census Tracts

Development is located within a census tract that has a poverty rate above 40% for individuals (subject to staff approval)

TEFRA Resolution Requested. The TEFRA hearing is tentatively scheduled for _____ (month) _____ (year).

- Application Requirements.** For the Resolution request to be considered, please certify this Application and include the following information in the Application PDF:

- 1) A brief narrative overview of the proposed development, including specifying who the target population is as defined by TDHCA (Supportive Housing, elderly, or general).
 - 2) A complete Project Summary Form (completed in Excel) attached as a tab in the PDF. [The Project Summary Form is available on HPD's website.](#) **Please also submit the excel sheet when submitting your application.**
 - 3) S.M.A.R.T. Housing Certification Letter if located within the city's jurisdiction and if the development is new construction. Applications for S.M.A.R.T. Housing certification go through a separate review process. For more information on the [S.M.A.R.T. Housing Program](#), email Alex Radtke, Planner Senior, at Alex.Radtke@austintexas.gov.
 - 4) Provide an aerial map indicating the Development's location and the distance a resident would have to walk on a paved surface to get to the nearest transit stop. Attach the map to the Application behind the appropriate tab.
 - 5) Provide a flood plain map generated by www.ATXFloodPro.com with the property parcel identified and the legend displayed showing the various types of FEMA Flood Plain zones, if any. Attach the map to the Application behind the appropriate tab.
 - 6) Provide information about the Developer's experience and development history. Attach this information to the Application behind the appropriate tab.
 - 7) If located in the ETJ, the application must include the resolution from the applicable county behind the appropriate tab.
 - 8) Provide the inducement resolution from the Issuer of bonds for the proposed development.
- 4) **How to Submit.** Applications should be sent by email to Patrick Russell at patrick.russell@austintexas.gov. **Please include the PDF with all the incorporated attachments and please include the excel version of the Project Summary as well.** If Requestors are unable to submit by email, Applications may be submitted to the Housing and Planning Department, 1000 East 11th Street, 2nd Floor, Austin, TX 78702 to the attention of Patrick Russell. For more information, contact Patrick Russell at 512-974-3141 or by e-mail at patrick.russell@austintexas.gov.

Development Name: Cypress Creek Apartment Homes at Stoney Ridge

The undersigned hereby certifies that the information provided in this Application, including all attachments and supporting materials, is true and correct under penalty of law, including Chapter 37 of the Texas Penal Code titled Perjury and Other Falsification and is subject to criminal penalties as defined by the State of Texas. The undersigned also affirms understanding of Texas Government Code Chapter 552, Public Information Act, which gives the public the right to access government records through public information requests, and acknowledges that this submitted Application will be treated as a government record.

Applicant (Entity Name) to TDHCA	<u>Cypress Creek Stoney Ridge LP</u>
Authorized Representative Signature	<u><i>Stuart Shaw</i></u>
Authorized Representative Printed Name	<u>Stuart Shaw</u>
Authorized Representative Title	<u>Manager</u>
Date	<u>4/6/2021</u>

Attachment 1 - Project Narrative

A brief narrative overview of the proposed development. Specify the TDHCA Target Population, whether Supportive Housing, elderly, or general.

Cypress Creek Apartment Homes at Stoney Ridge

Overview

Bonner Carrington, partnering with Travis County HFC (TCHFC), plans to develop a **280-unit class 'A'** apartment home community for the **General Population**, called Cypress Creek Apartment Homes at Stoney Ridge. The proposed Development is in the direct pathway of growth. This includes Tesla's 4-5 million square foot Gigafactory, a new COTA Hotel and Water park, and Velocity also has plans for 7 million square feet of apartments, offices, industrial, other commercial space just East of the airport.

Project Highlights

Product Type	Class 'A' Apartments
# of Units	280 Units 227 Affordable (80%) 53 Market Rate (20%)
Average Unit Size	987 SF
Total NRSF built	276,388 SF
Target Population	General

Community Amenities

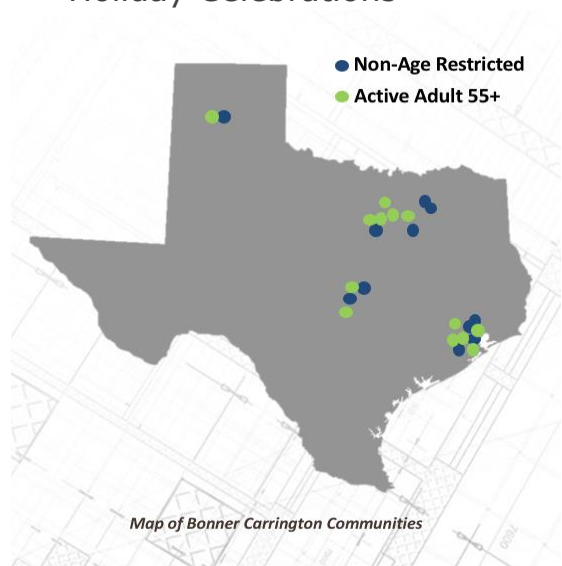
- Resort Style Pool
- Fitness Center
- Business Center
- Community Kitchen
- Activity Room
- Dog Park
- Pavilions & BBQ Grills
- Sport Court

Company Overview

- Texas Based, Owned & Operated
- Principles: Community, Integrity, Stewardship
- **20 year** track record
- **4,500 Unit** portfolio
- Partner with **Apartment Life**, Non-Profit Organization for resident
- Long-Term Owner
- Community Partner

Resident Services

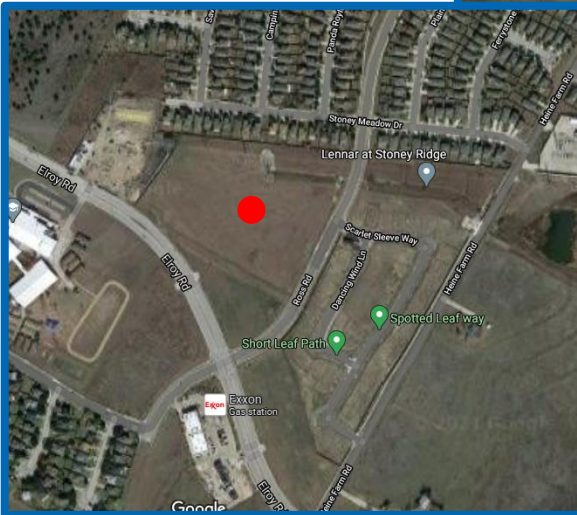
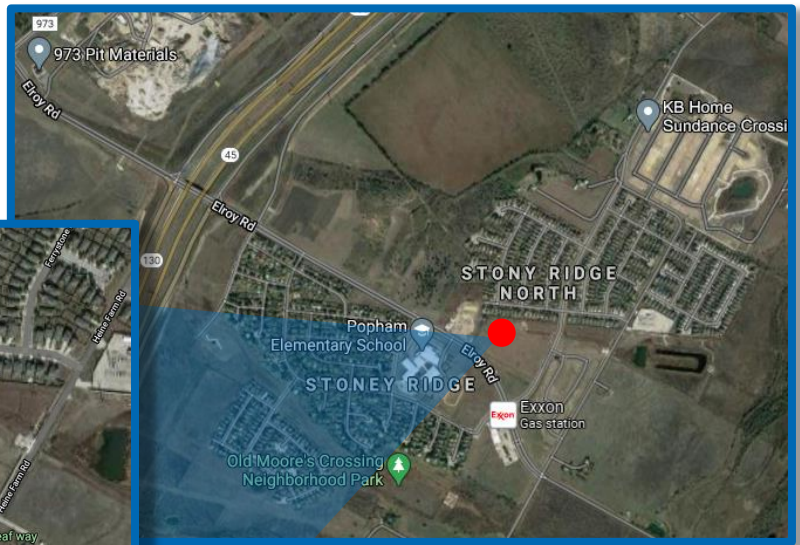
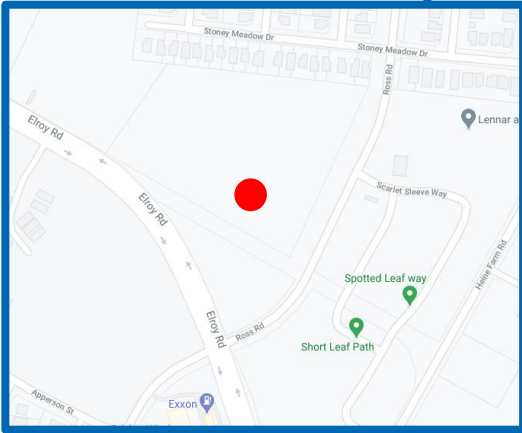
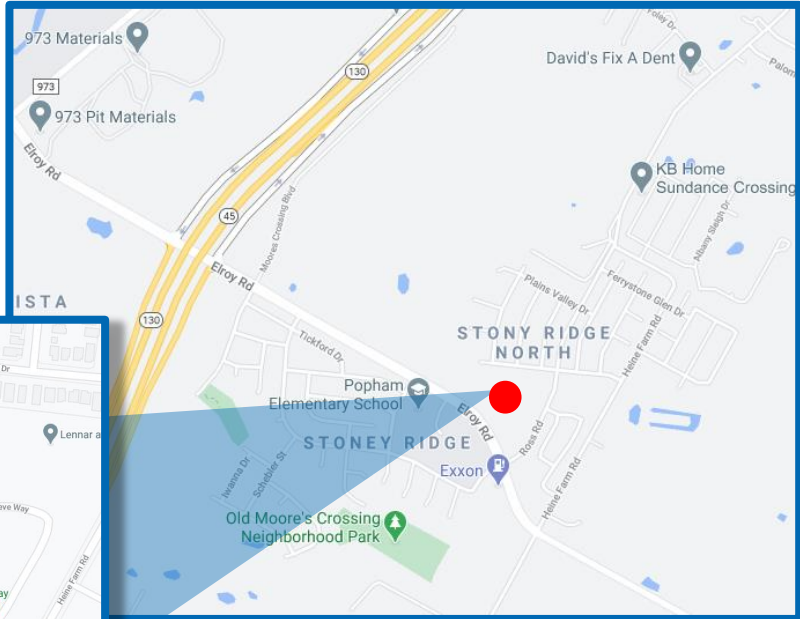
- Recreational Activities: Arts & Crafts, Games, Movies
- Annual Income Tax Prep
- CARES Team by Apartment Life for Community Services
- After School Academic Programs
- Holiday Celebrations



Cypress Creek at Stony Ridge

North of Intersection at Elroy Road & Ross Road

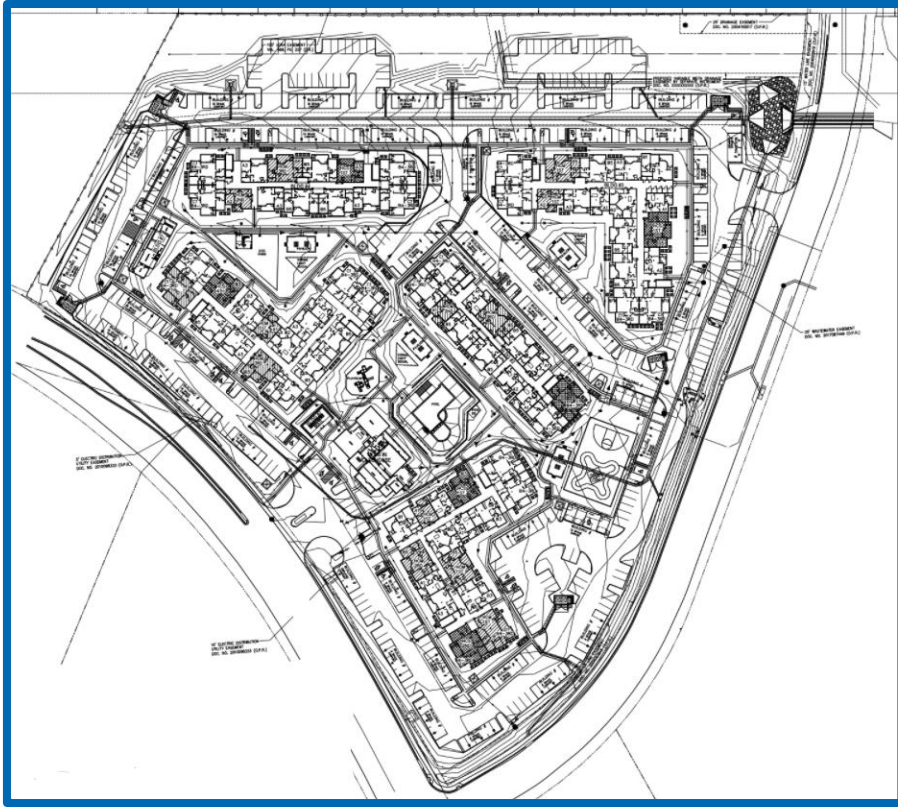
Location Map



Cypress Creek at Stoney Ridge

North of Intersection at Elroy Road & Ross Road

Proposed Design



SOCIAL SERVICES

Apartment Life & CARES Team

- Apartment Life helps apartment owners care for residents by connecting them in relationships. This, in turn, helps improve the community's financial performance through online reputation, resident satisfaction, and resident retention. Changing business. Changing lives.
- The CARES program is carried out by a CARES team (a married couple, family, or two single adults of the same gender). We strategically place each CARES Team into an apartment community to live onsite and partner with the management team to build community and serve residents.



Attachment 2 – Project Summary

(Insert a PDF of the Excel Project Summary Form)

Project Summary Form

1) Development Name: Cypress Creek Apartment Homes at Stoney Ridge

2) Project Type: Mixed-Income

3) New Construction or Rehabilitation?: New Construction

4) Development Owner (as submitted in TDHCA Application): Cypress Creek Stoney Ridge LP

5) Developer Company: Bonner Carrington

6) Location Description (address if available; if not, then, e.g., NEQ of intersection of Y and Z Streets in Austin, Texas, ZIP): N of intersection of Elroy Road and Ross Road, Austin, TX 78617

7) Mobility Bond Corridor:

8) Census Tract: 24.35

9) Council District: District 2

10) Elementary School: POPHAM EL

11) Affordability Period: 40 years

12) Type of Structure: Multi-family

13) Occupied?: No

14) How will AHFC funds be used?:

15) Bond Issuer (if applicable): Travis County HFC

16) HFC, PFC, or Nonprofit that will control General Partner or Managing Member (if applicable): Travis County HFC

17) Target Population: General

18) 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						0
Up to 60% MFI		85	108	32	2	227
Up to 70% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions		15	32	4	2	53
Total Units	0	100	140	36	4	280

19) 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

20) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	14	Continuum of Care Units	
Accessible Units for Sensory Impairments	6		

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

- 18) Is the property within 1/2 mile of an Imagine Austin Center or Corridor?
- 19) Is the property within 1/4 mile of a High-Frequency Transit Stop?
- 20) Is the property within 3/4 mile of Transit Service?
- 21) The property has Healthy Food Access?
- 22) Estimated Sources and Uses of funds

Sources		Uses	
Debt	45,760,000	Acquisition	3,600,000
Third Party Equity	15,724,109	Off-Site	430,000
Grant		Site Work	4,060,000
Deferred Developer Fee	2,727,451	Site Amenities	625,000
Other		Building Costs	31,508,232
Previous AHFC Funding		Contractor Fees	7,006,942
Expected AHFC Request		Soft Costs	3,985,065
		Financing	5,893,650
		Developer Fees	7,102,671
Total \$	64,211,560	Total \$	64,211,560

CRP Name:

CRP Ordinance 1: Date:

CRP Ordinance 2: Date:

CRP Ordinance 3: Date:

CRP Ordinance 4: Date:

CRP Ordinance 5

Date



Attachment 3 – S.M.A.R.T. Housing Certification Letter

(S.M.A.R.T. Housing Certification Letter for developments located in the city's jurisdiction and that are new construction. Applications for S.M.A.R.T. Housing certification go through a separate review process. For more information on the [S.M.A.R.T. Housing Program](#), email Alex Radtke, Planner Senior, at Alex.Radtke@austintexas.gov.

Not Applicable

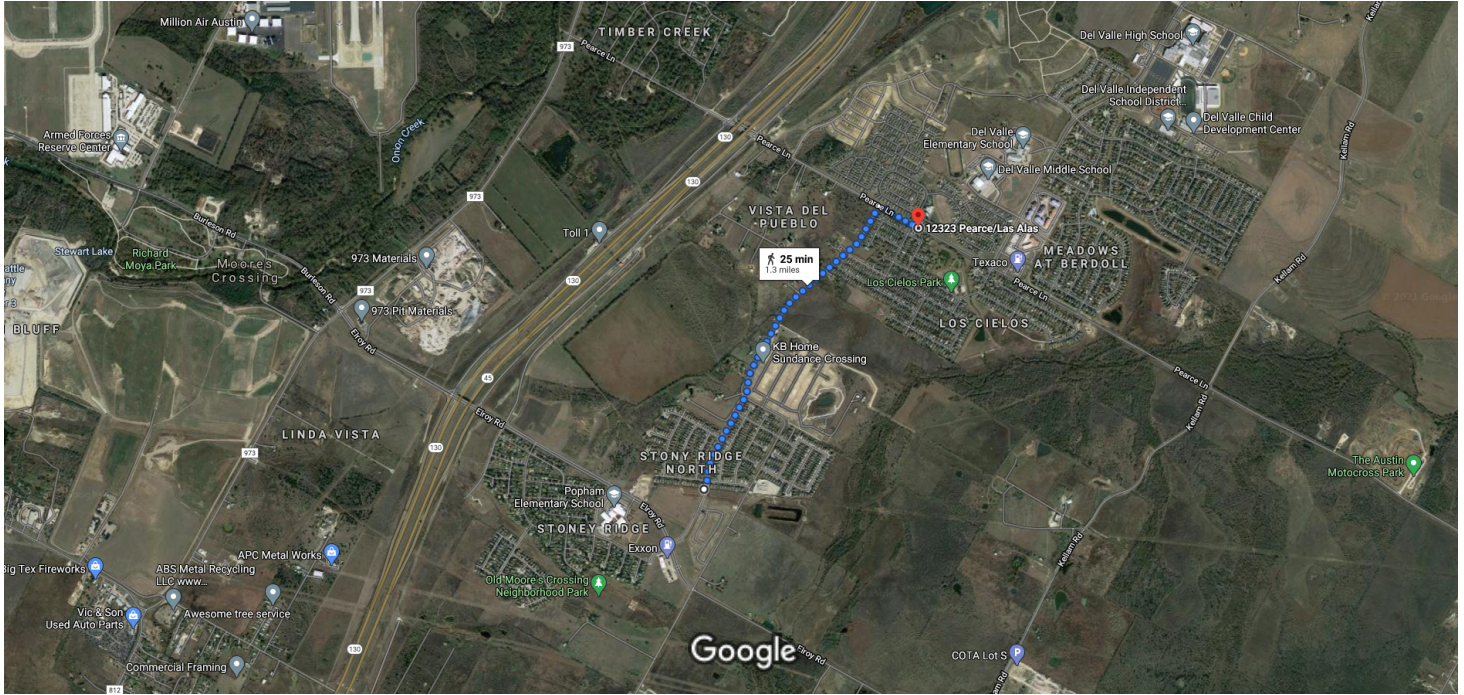
Attachment 4 – Map and Nearest Transit Stop

(Insert a map indicating the property location and the distance a resident would have to walk on a paved surface to get to the nearest transit stop)



12029 Stoney Meadow Dr, Del Valle, TX 78617 to 12323 Pearce/Las Alas, Austin, TX 78617

Walk 1.3 miles, 25 min



Imagery ©2021 CAPCOG, Maxar Technologies, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2021 1000 ft

⚠ Use caution—walking directions may not always reflect real-world conditions

12029 Stoney Meadow Dr

Del Valle, TX 78617

- ↑ 1. Head north on Ross Rd toward Stoney Meadow Dr
1.1 mi
- ➡ 2. Turn right onto Pearce Ln
Destination will be on the right
0.2 mi

12323 Pearce/Las Alas

Austin, TX 78617

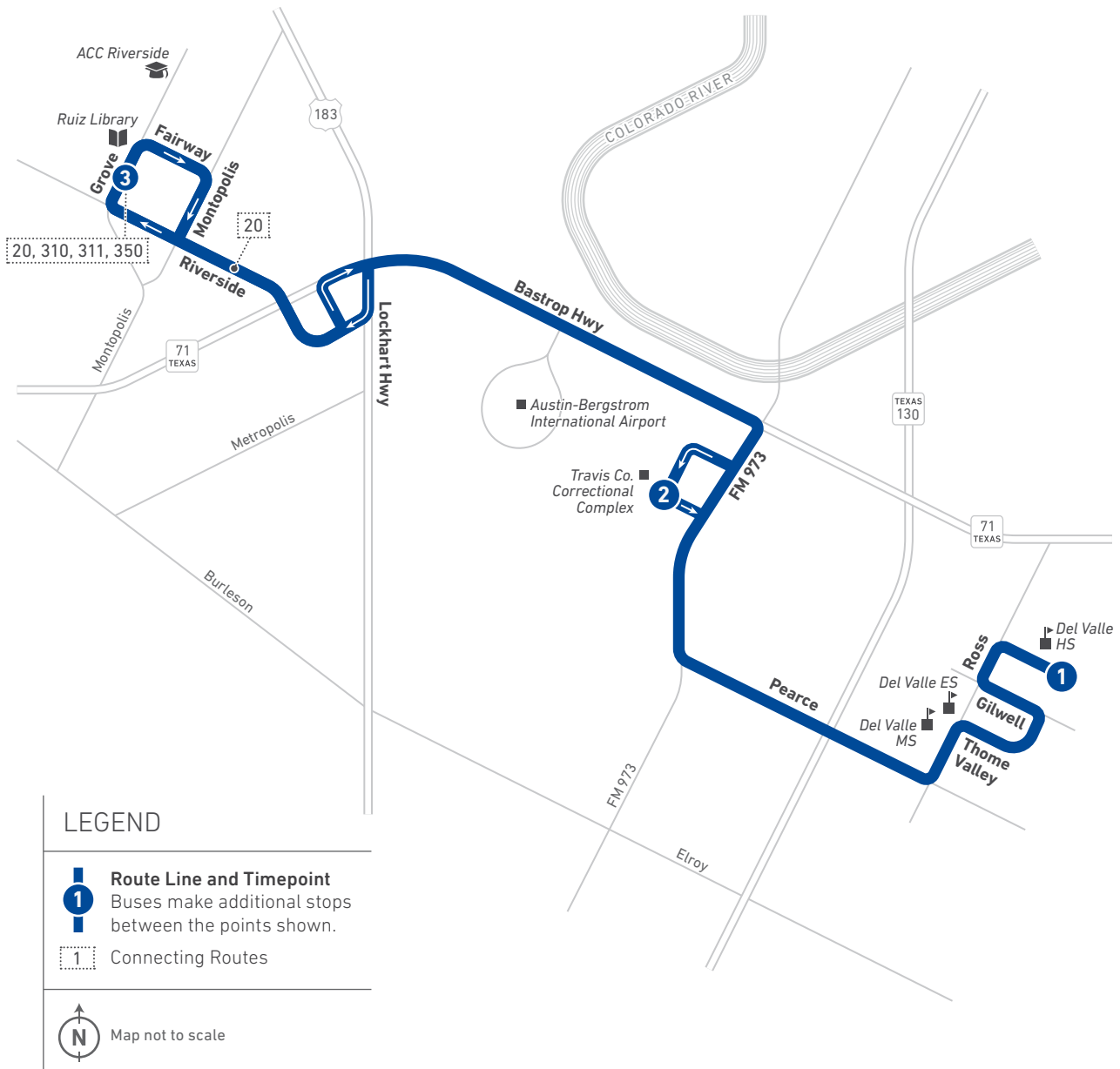
These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

271

Del Valle Feeder

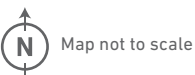


LOCAL



LEGEND

- 1** Route Line and Timepoint
Buses make additional stops between the points shown.
- 20, 310, 311, 350** Connecting Routes



Map not to scale



Scan the QR code to see an online version of this route map.

DESTINATIONS

- Del Valle High School
- Del Valle Elementary School
- Del Valle Middle School
- Travis County Correctional Complex
- Austin-Bergstrom International Airport
- ACC Riverside
- Ruiz Library

271 WEEKDAYS / WESTBOUND

1 Del Valle High School	2 Travis County Correctional Complex	3 Grove at Riverside	To Route/Garage
5:05	5:23	5:42	
5:35	5:53	6:12	
—	6:15	6:35	
6:05	6:23	6:42	
6:35	6:53	7:12	
—	7:15	7:35	G
7:05	7:23	7:42	
7:35	7:53	8:12	
7:50	8:08	8:27	G
8:10	8:28	8:47	
8:40	8:58	9:17	
—	9:20	9:40	G
9:10	9:29	9:49	
9:45	10:04	10:24	
10:15	10:34	10:54	
10:45	11:04	11:24	
11:15	11:34	11:54	
11:45	12:04	12:24	
12:15	12:34	12:54	
12:45	1:04	1:24	
1:15	1:34	1:54	
1:45	2:04	2:24	
2:15	2:34	2:54	
2:45	3:04	3:24	
3:15	3:34	3:54	
3:45	4:04	4:24	
4:20	4:39	4:59	
4:55	5:14	5:34	
5:25	5:44	6:04	
5:55	6:14	6:34	
6:30	6:49	7:09	
7:00	7:18	7:37	
7:30	7:48	8:07	
8:05	8:23	8:42	
8:35	8:53	9:12	
9:05	9:23	9:42	G
9:35	9:53	10:12	G

271 WEEKDAYS / EASTBOUND

3 Grove at Riverside	2 Travis County Correctional Complex	1 Del Valle High School	To Route/Garage
5:50	6:08	6:27	
6:20	6:38	6:57	
6:50	7:08	7:27	
7:25	7:43	8:02	
7:55	8:13	8:32	
8:25	8:43	9:02	
9:00	9:19	9:39	
9:30	9:49	10:09	
10:00	10:19	10:39	
10:30	10:49	11:09	
11:00	11:19	11:39	
11:30	11:49	12:09	
12:00	12:19	12:39	
12:30	12:49	1:09	
1:00	1:19	1:39	
1:30	1:49	2:09	
2:00	2:19	2:39	
2:30	2:49	3:09	
3:00	3:19	3:39	
3:30	3:49	4:09	
4:05	4:24	4:44	
4:35	4:54	5:14	
5:10	5:29	5:49	
5:45	6:04	6:24	
6:15	6:34	6:54	
6:45	7:04	7:24	
7:20	7:37	7:56	
7:50	8:07	8:26	
8:20	8:37	8:56	
8:50	9:07	9:26	
9:20	9:37	9:56	G

271 SATURDAYS / WESTBOUND

1 Del Valle High School	2 Travis County Correctional Complex	3 Grove at Riverside	To Route/Garage
6:00	6:18	6:37	
6:45	7:03	7:22	
7:30	7:48	8:07	
8:15	8:33	8:52	
9:00	9:19	9:39	
9:45	10:04	10:24	
10:30	10:49	11:09	
11:15	11:34	11:54	
12:00	12:19	12:39	
12:45	1:04	1:24	
1:30	1:49	2:09	
2:15	2:34	2:54	
3:00	3:19	3:39	
3:45	4:04	4:24	
4:30	4:49	5:09	
5:15	5:34	5:54	
6:00	6:19	6:39	
6:45	7:04	7:24	
7:30	7:48	8:07	
8:15	8:33	8:52	
9:00	9:18	9:37	G
9:45	10:03	10:22	G

271 SATURDAYS / EASTBOUND

3 Grove at Riverside	2 Travis County Correctional Complex	1 Del Valle High School	To Route/Garage
6:00	6:18	6:37	
6:45	7:03	7:22	
7:30	7:48	8:07	
8:15	8:33	8:52	
9:00	9:19	9:39	
9:45	10:04	10:24	
10:30	10:49	11:09	
11:15	11:34	11:54	
12:00	12:19	12:39	
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2:15	2:34	2:54	
3:00	3:19	3:39	
3:45	4:04	4:24	
4:30	4:49	5:09	
5:15	5:34	5:54	
6:00	6:19	6:39	
6:45	7:04	7:24	
7:30	7:47	8:06	
8:15	8:32	8:51	
9:00	9:17	9:36	

271 SUNDAYS / WESTBOUND

271 SUNDAYS / EASTBOUND

1 Del Valle High School	2 Travis County Correctional Complex	3 Grove at River Side	To Route/Garage	3 Grove at River-side	2 Travis County Correctional Complex	1 Del Valle High School	To Route/Garage
6:45	7:03	7:22		6:00	6:18	6:37	
7:30	7:48	8:07		6:45	7:03	7:22	
8:15	8:33	8:52		7:30	7:48	8:07	
9:00	9:19	9:39		8:15	8:33	8:52	
9:45	10:04	10:24		9:00	9:19	9:39	
10:30	10:49	11:09		9:45	10:04	10:24	
11:15	11:34	11:54		10:30	10:49	11:09	
12:00	12:19	12:39		11:15	11:34	11:54	
12:45	1:04	1:24		12:00	12:19	12:39	
1:30	1:49	2:09		12:45	1:04	1:24	
2:15	2:34	2:54		1:30	1:49	2:09	
3:00	3:19	3:39		2:15	2:34	2:54	
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7:30	7:48	8:07		6:45	7:04	7:24	
8:15	8:33	8:52		7:30	7:47	8:06	
9:00	9:18	9:37	G	8:15	8:32	8:51	
9:45	10:03	10:22	G	9:00	9:17	9:36	

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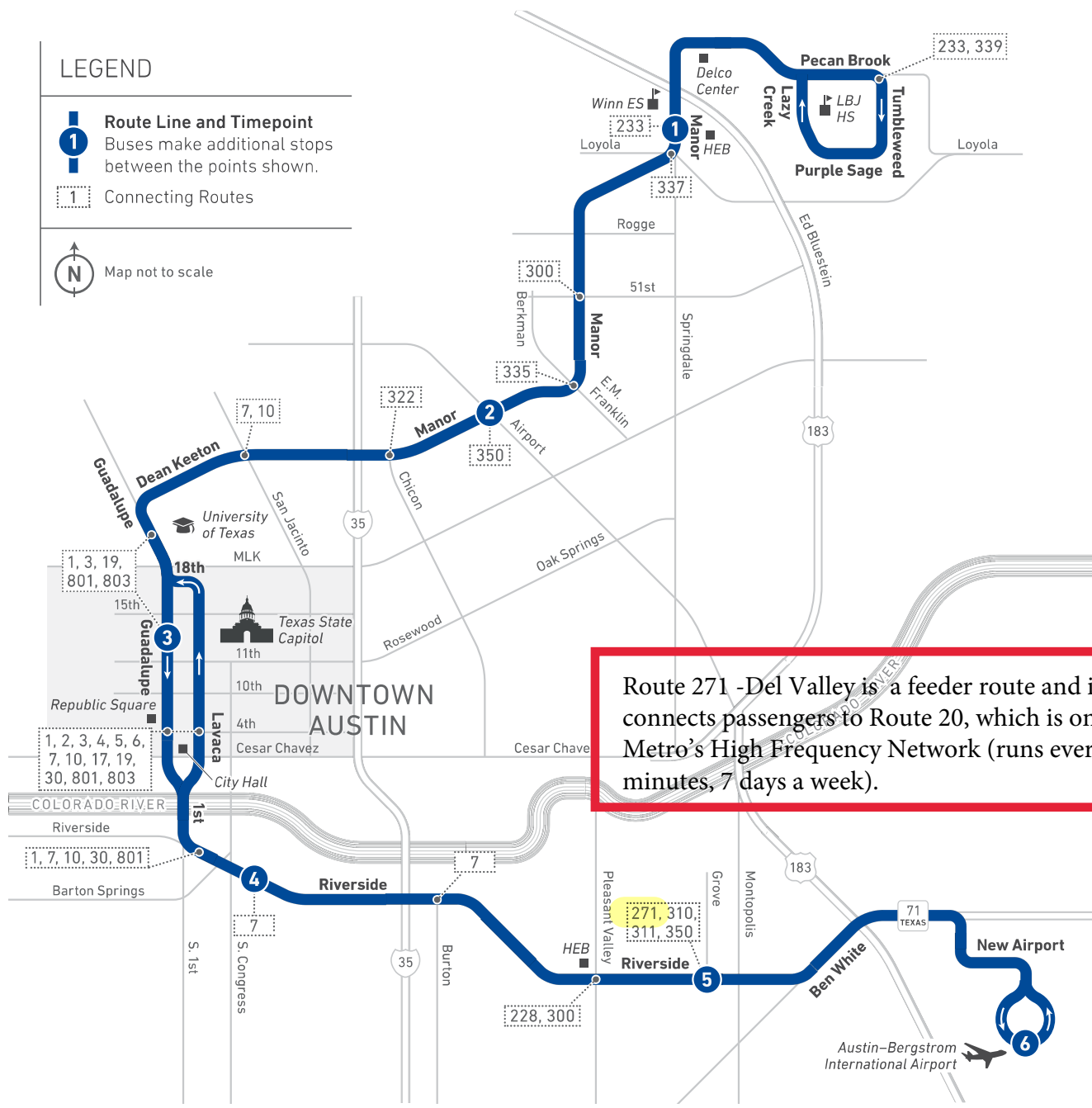
Manor Road/Riverside (HIGH-FREQUENCY ROUTE)



LEGEND

- Route Line and Timepoint**
- 1** Buses make additional stops between the points shown.
- 1** Connecting Routes

Map not to scale



Route 271 -Del Valley is a feeder route and it connects passengers to Route 20, which is on Cap Metro's High Frequency Network (runs every 15 minutes, 7 days a week).



Scan the QR code to see an online version of this route map.

DESTINATIONS

- Austin-Bergstrom International Airport
- HEB (Ed Bluestein, Riverside)
- Downtown Austin
- City Hall
- Republic Square
- Texas State Capitol
- University of Texas
- Winn Elementary School
- Delco Center
- LBJ High School

NOTES

Capital Station (at Guadalupe and 12th) is a timepoint only going Southbound.

20 SATURDAYS / NORTHBOUND

20 SATURDAYS / SOUTHBOUND

6 ABIA Airport	5 Riverside at Grove	4 Riverside at Congress	2 Manor at Airport	1 Manor at Susquehanna	To Route/ Garage	1 Manor at Susquehanna	2 Manor at Airport	3 Capitol Station	4 Riverside at Congress	5 Riverside at Grove	6 ABIA Airport	To Route/ Garage
6:00	6:11	6:23	6:47	7:05		5:58	6:11	6:27	6:34	6:44	6:55	
6:30	6:41	6:53	7:17	7:35		6:13	6:26	6:42	6:49	6:59	7:10	
7:00	7:11	7:23	7:47	8:05		6:28	6:41	6:57	7:04	7:14	7:25	
7:15	7:26	7:38	8:02	8:20		6:43	6:56	7:12	7:19	7:29	7:40	
7:30	7:41	7:53	8:17	8:35		6:58	7:11	7:27	7:34	7:44	7:55	
7:45	7:56	8:08	8:32	8:50		7:01	7:16	7:35	7:45	7:58	8:10	
8:00	8:13	8:29	8:57	9:19		7:16	7:31	7:50	8:00	8:13	8:25	
8:15	8:28	8:44	9:12	9:34		7:31	7:46	8:05	8:15	8:28	8:40	
8:30	8:43	8:59	9:27	9:49		7:46	8:01	8:20	8:30	8:43	8:55	
8:45	8:58	9:14	9:42	10:04		8:01	8:16	8:35	8:45	8:58	9:10	
9:00	9:13	9:29	9:57	10:19		8:16	8:31	8:50	9:00	9:13	9:25	
9:15	9:28	9:44	10:12	10:34		8:31	8:46	9:05	9:15	9:28	9:40	
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11:30	11:43	11:59	12:27	12:49		10:46	11:01	11:20	11:30	11:43	11:55	
11:45	11:58	12:14	12:42	1:04		11:01	11:16	11:35	11:45	11:58	12:10	
12:00	12:13	12:29	1:00	1:22		11:16	11:31	11:50	12:00	12:13	12:25	
12:15	12:28	12:44	1:15	1:37		11:31	11:46	12:05	12:15	12:28	12:40	
12:30	12:43	12:59	1:30	1:52		11:46	12:01	12:20	12:30	12:43	12:55	
12:45	12:58	1:14	1:45	2:07		12:01	12:16	12:35	12:45	12:58	1:10	
1:00	1:13	1:29	2:00	2:22		12:16	12:31	12:50	1:00	1:13	1:25	
1:15	1:28	1:44	2:15	2:37		12:31	12:46	1:05	1:15	1:28	1:40	
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1:45	1:58	2:14	2:45	3:07		1:01	1:16	1:35	1:45	1:58	2:10	
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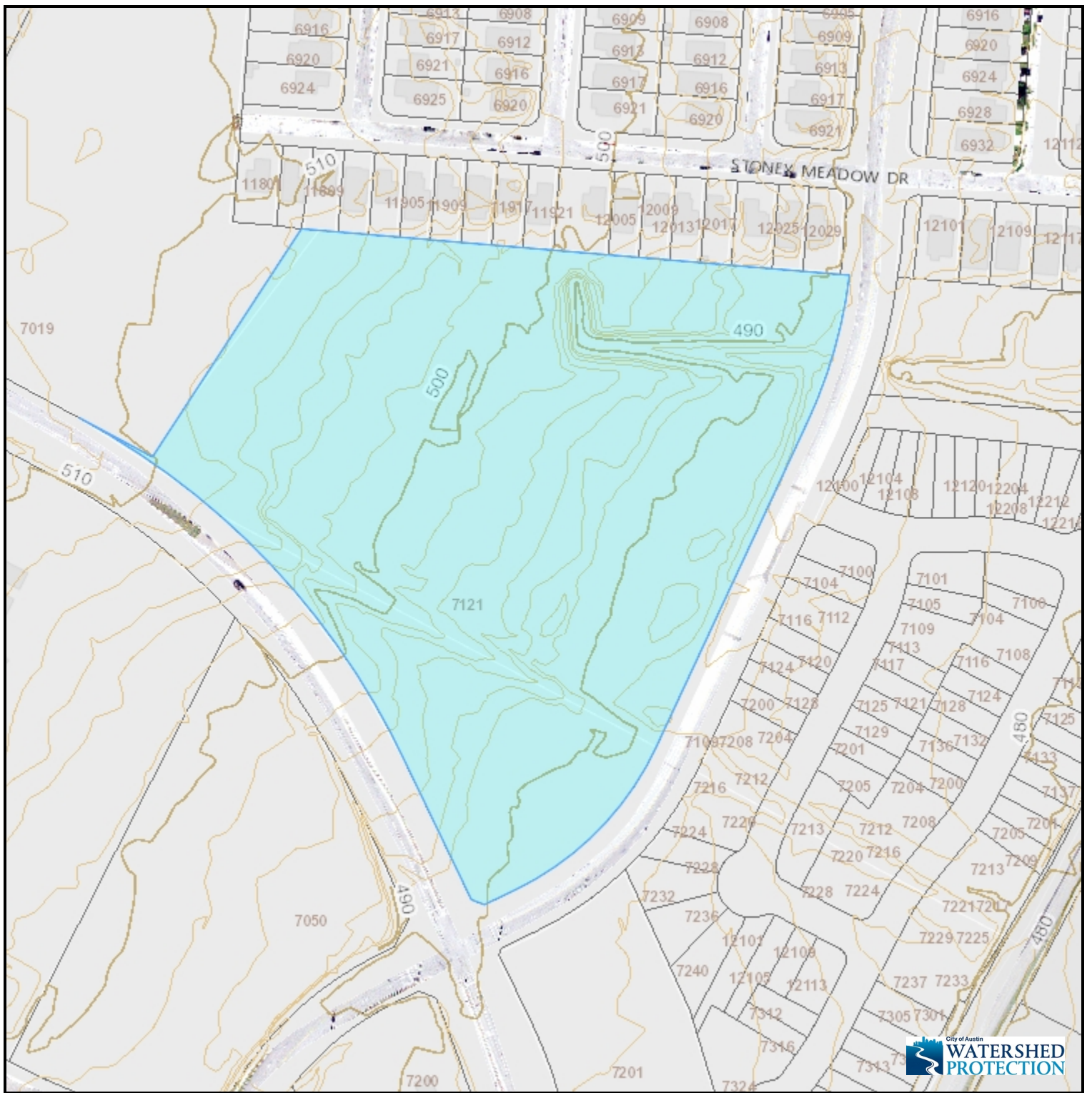
20 SUNDAYS/NORTHBOUND

20 SUNDAYS/SOUTHBOUND

6 ABIA Airport	5 Riverside at Grove	4 Riverside at Congress	2 Manor at Airport	1 Manor at Susquehanna	To Route/ Garage	1 Manor at Susquehanna	2 Manor at Airport	3 Capitol Station	4 Riverside at Congress	5 Riverside at Grove	6 ABIA Airport	To Route/ Garage
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Attachment 5 - Flood Plain Map

(Insert a map generated by www.ATXFloodPro.com with the property parcel identified and the legend displayed showing the various types of FEMA Flood Plain zones, if any)



FEMA Floodplains

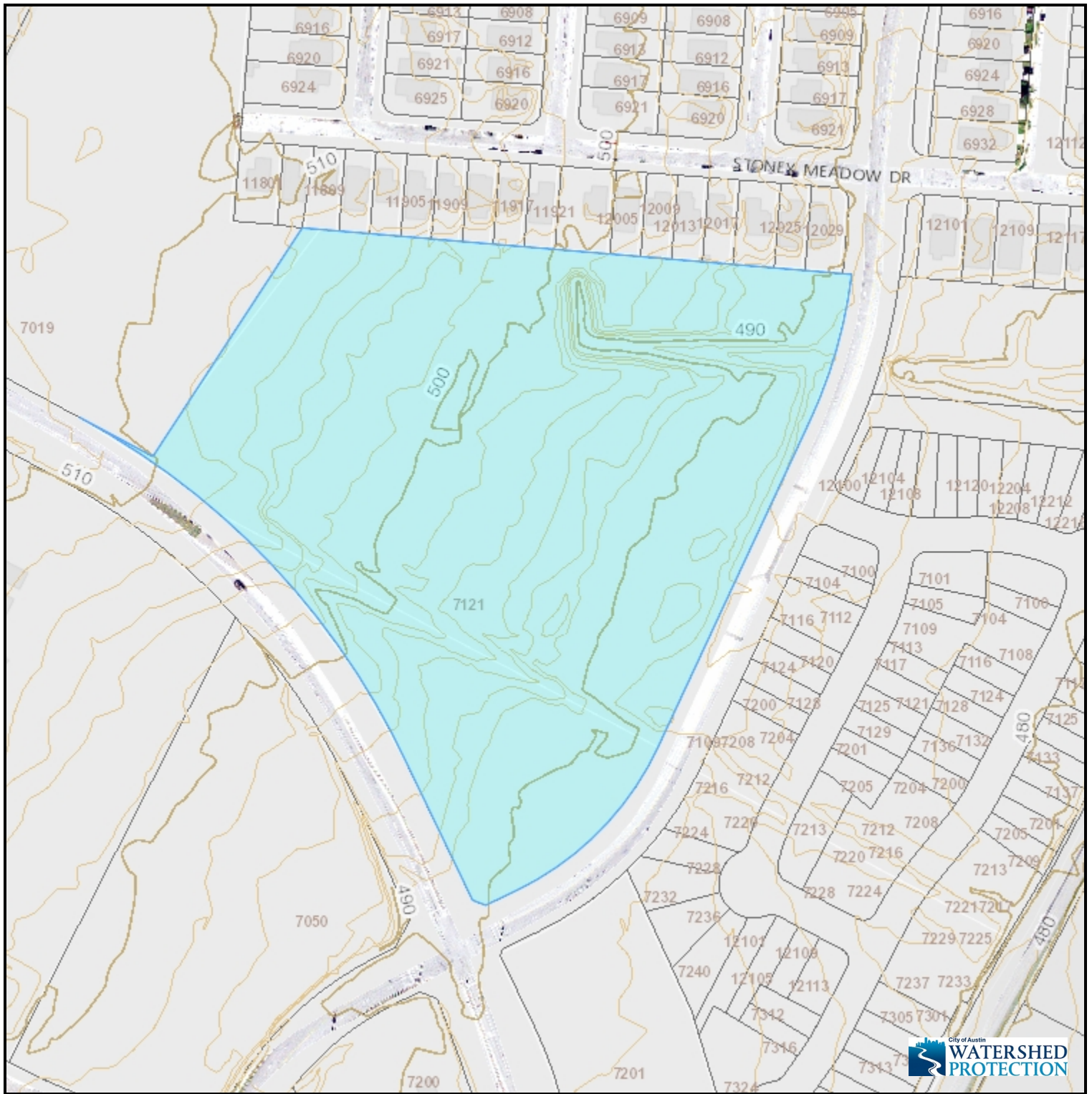
The City of Austin Watershed Protection Department produced this product for informational purposes. It is not intended for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative locations of property boundaries. 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
	Contour
	Index
	Intermediate
	Parcel
FEMA Floodplain	
	100 Year (Detailed-AE)
	100 year (Shallow-AO)
	100 Year (Approx-A)
	X Protected by Levee
	500 Year
	Outside Austin City Limits

0 200 400 Feet

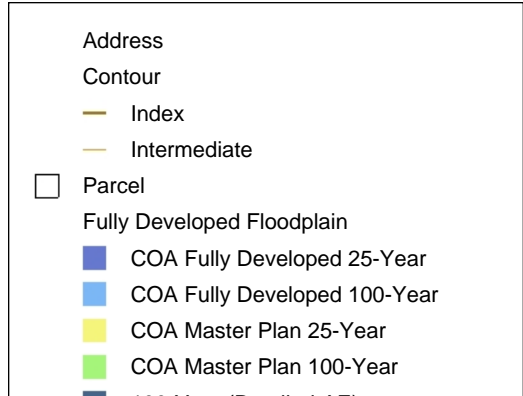


Prepared: 3/18/2021



City of Austin Regulatory Floodplains

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0 200 400 Feet



Prepared: 3/18/2021

Attachment 6 - Developer's Experience and Development Background

(Provide resumes and/or detailed narratives of the Development members' relevant experience, especially as it pertains to LIHTCs and affordable housing, and please provide a development experience summary, including the property names, their locations, number of units developed, populations served, years of placement in service, and the financing structures)

Bonner Carrington Development Experience

Main Contacts	Positon	Phone Number
Stuart Shaw	Founder & CEO	512-220-9900
Casey Bump	President & Partner	512-505-0603

Project Name	Address	City	County	State	Zip	Total Units	LIHTC Units	Type of Construction	Funding Source	Location Year	TDHCA #
Cypress Creek Apartment Homes at Lakeline Boulevard	2101 S. Lakeline Boulevard	Cedar Park	Williamson	Texas	78613	236	236	New Construction	4% LIHTC/Bond	2002	2490
Cedar Park Ranch	1301 W. Whitestone Blvd	Cedar Park	Williamson	Texas	78613	180	180	New Construction	4% LIHTC/Bond	2003	3407
Mariposa Apartment Homes at Hunter Road	2600 Hunter Road	San Marcos	Hays	Texas	78666	182	182	New Construction	4% LIHTC/Bond	2004	4432
Mariposa Apartment Homes at River Bend	121 River Bend Drive	Georgetown	Williamson	Texas	78628	201	201	New Construction	4% LIHTC/Bond	2005	5424
Cypress Creek Apartment Homes at River Bend	120 River Bend Drive	Georgetown	Williamson	Texas	78628	180	180	New Construction	4% LIHTC/Bond/HOME	2006	060401/ 100639001 (HOME)
Mariposa Apartment Homes at Reed Road	2889 Reed Road	Houston	Harris	Texas	77051	180	180	New Construction	9% LIHTC/HOME	2006	60217
Cypress Creek Apartment Homes at Reed Road	2910 Reed Road	Houston	Harris	Texas	77051	132	132	New Construction	9% LIHTC/HOME	2007	7291
Cypress Creek Apartment Homes at Jason Avenue	527 Jason Avenue	Amarillo	Potter	Texas	79107	156	156	New Construction	4% LIHTC/ Bond/ HOME/ TCAP	2008	8141
Mariposa Apartment Homes at Jason Avenue	509 Jason Avenue	Amarillo	Potter	Texas	79107	96	96	New Construction	4% LIHTC/ Bond/ HOME/ TCAP	2008	8141
Mariposa Apartment Homes at Ella Boulevard	16354 Ella Boulevard	Houston	Harris	Texas	77090	182	182	New Construction	9% LIHTC/ TCAP	2009	9280
Cypress Creek Apartment Homes at Fayridge Drive	14155 Fayridge Drive	Houston	Harris	Texas	77048	152	152	New Construction	9% LIHTC	2010	10178
Mariposa Apartment Homes at Bay Colony	1101 W FM 517	League City	Galveston	Texas	77539	180	180	New Construction	9% LIHTC/HOME	2011	11096/ 1001500 (HOME)
Mariposa Apartment Homes at Elk Drive	155 Elk Drive	Burleson	Johnson	Texas	76028	180	117	New Construction	9% LIHTC/HOME	2013	13145/ 1002032 (HOME)
Mariposa Apartment Homes at Pecan Park	3535 Canada Road	La Porte	Harris	Texas	77571	180	120	New Construction	9% LIHTC	2013	13144
Cypress Creek Apartment Homes at Joshua Station	1006 Joshua Station Boulevard	Joshua	Johnson	Texas	76058	181	145	New Construction	9% LIHTC/HOME	2014	14087/ 1002203 (HOME)
Cypress Creek Apartment Homes at Parker Boulevard	7000 W. Interstate 30	Rockwall	Texas	75189	220	140	New Construction	9% LIHTC/HOME	2014	14392 / 1002204 (HOME)	
Cypress Creek Apartment Homes at Wayside Drive	14220 S. Wayside Drive	Houston	Harris	Texas	77048	200	140	New Construction	9% LIHTC	2014	14291
Mariposa Apartment Homes at Spring Hollow	451 E. McLeroy Boulevard	Saginaw	Tarrant	Texas	76131	194	140	New Construction	9% LIHTC	2014	14088
Mariposa Apartment Homes at South Broadway	1211 South Broadway	Joshua	Johnson	Texas	76058	222	127	New Construction	9% LIHTC	2015	15010
Mariposa Apartment Homes at Clear Creek	1427 FM 528	Webster	Harris	Texas	77598	180	104	New Construction	9% LIHTC	2016	16012
Mariposa Apartment Homes at Westchester	440 East Polo Road	Grand Prairie	Dallas	Texas	75052	93	61	New Construction	9% LIHTC	2018	18214
Cypress Creek Apartment Homes at Hazelwood Street	899 E. Hazelwood Street	Princeton	Collin	Texas	75407	188	107	New Construction	9% LIHTC	2018	18221
Anthem Apartment Homes at Ledge Stone (Under Construction)	383 Rocky Ridge Trail	Dripping Springs Limited Purpose Jurisdiction	Hays	Texas	78737	292	0	New Construction	Market Rate/Conventional	N/A	N/A - Market Rate
Mariposa Apartment Homes at Harris Road (Development)	1201 West Harris Road	Arlington	Tarrant	Texas	76001	180	117	New Construction	9% LIHTC	2019	19344
Cypress Creek Apartment Homes at Waxahachie (Development)	549 River Oaks Boulevard	Waxahachie	Ellis	Texas	75165	168	109	New Construction	9% LIHTC	2019	19250
Villas at Western Heights (Development)	1501 and 1515 Fort Worth Avenue	Dallas	Dallas	Texas	75208	130	104	New Construction	9% LIHTC/ TIF	2020	20197
Lofts at Temple Medical District (Development)	NW of 400 SW H K Dodgen Loop	Temple	Bell	Texas	76504	120	102	New Construction	9% LIHTC / MFDL	2020	20200

Summary	
Total Units	3895
Total Units (Including Development & Under Construction)	4785
Total LIHTC Units	3258
Total LIHTC Units (Including Development & Under Construction)	3690

Experience with Housing Authorities						
Project Name	Housing Authority	Contact	Phone Number	Address	Allocation Year	
Cedar Park Ranch	Capital Area Housing Finance Corporation	Jim Shaw, Executive Director	(512) 347-9903	4101 Parkstone Heights Dr., Suite 280, Austin, TX 78746	2003	
Mariposa Apartment Homes at Hunter Road	San Marcos Housing Authority	Lana Wagner, Executive Director	(512)353-5058	1201 Thorpe Lane, San Marcos, TX, 8666	2004	
Mariposa Apartment Homes at River Bend	Capital Area Housing Finance Corporation	Jim Shaw, Executive Director	(512) 347-9903	4101 Parkstone Heights Dr., Suite 280, Austin, TX 78746	2005	
Cypress Creek Apartment Homes at River Bend	Capital Area Housing Finance Corporation	Jim Shaw, Executive Director	(512) 347-9903	4101 Parkstone Heights Dr., Suite 280, Austin, TX 78746	2006	
Cypress Creek Apartment Homes at Jason Avenue	Panhandle Regional Housing Finance Corporation	Michael Carr, Executive Director	(806) 360-2060	P.O. Box 1430, Hereford, TX 79045	2008	
Mariposa Apartment Homes at Jason Avenue	Panhandle Regional Housing Finance Corporation	Michael Carr, Executive Director	(806) 360-2061	P.O. Box 1430, Hereford, TX 79045	2008	

Attachment 7 – Resolution from County

(If the proposed development is located in the ETJ of Austin, please include the executed resolution from the applicable County Commissioners' Court, as required by TDHCA)

**TRAVIS COUNTY, TEXAS
RESOLUTION FOR TAX-EXEMPT BOND DEVELOPMENT
RELATING TO APPLICATION FROM BONNER CARRINGTON
FOR A DEVELOPMENT
AT THE NORTHERN INTERSECTION OF ELROY ROAD AND ROSS ROAD
NAMED “CYPRESS CREEK APARTMENT HOMES AT STONEY RIDGE”**

WHEREAS, Bonner Carrington (the “Developer” and, together with any current or future affiliates or subsidiaries of the Developer, the “Applicant”), a Texas limited liability company, has proposed a development for affordable multi-family rental housing named “Cypress Creek Apartment Homes at Stoney Ridge” (the “Development”) at the northern intersection of Elroy Road and Ross Road, Austin, Travis County, Texas 78617;

WHEREAS, the Applicant has provided notice to the Travis County Commissioners Court (the “Commissioners Court”), which is the governing body of Travis County (the “County”), a political subdivision of the State of Texas, that the Applicant intends to submit an application to the Texas Department of Housing and Community Affairs (“TDHCA”) for a 4% Housing Tax Credit allocation for the Development (the “Application”);

WHEREAS, the TDHCA Housing Tax Credit Qualified Allocation Plan and Texas Government Code §2306.67071 require that the Applicant submit to the TDHCA a resolution from the Commissioners Court that certifies that, after due consideration of the information provided by the Applicant and public comment, the Commissioners Court has no objection to the Application for the Development; and

WHEREAS, except as otherwise provided herein, capitalized terms have the same meaning as those set forth in §11.1 of Title 10 of the Texas Administrative Code and Texas Government Code Section 2306.6702;

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, THAT:

SECTION 1. In accordance with the requirements of Texas Government Code §2306.67071 and §11.204(4) of Title 10 of the Texas Administrative Code, the Commissioners Court certifies that:

- (a) Notice of the Applicant’s intent to file the Application for the proposed Development has been provided to the Commissioners Court in accordance with Texas Government Code, §2306.67071(a) and §11.204(4)(A) of Title 10 of the Texas Administrative Code;
- (b) The Commissioners Court has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development;

- (c) On March 2, 2021, the County held a hearing at which public comment could be made on the proposed Development in accordance with Texas Government Code §2306.67071(b);
- (d) After due consideration of the information provided by the Applicant and public comment, the County does not object to the proposed Application or proposed Development; and
- (e) Notwithstanding any provision to the contrary, the Applicant must comply with all applicable federal, state, and local statutes, rules, and regulations regarding the construction and operation of the proposed Development, and this resolution shall not be construed:
 - (1) As a waiver of any applicable statutes, rules, or regulations with respect to the proposed Application or the proposed Development; or
 - (2) As an endorsement of the proposed Application or proposed Development.

SECTION 2. The County, acting through its governing body, hereby confirms that it has no objection to the proposed Application or Development, and that this formal action has been taken to put on record such opinion expressed by the governing body of the County on March 2, 2021.

SECTION 3. Based on the Applicant's representation to the County that 227 of the total 280 rental units in the proposed Development will be reserved for occupancy by individuals and families earning no less than 50% and no more than 60% of the Area Median Family Income, the County, acting through its governing body and in accordance with Texas Local Government Code Section 394.9025, hereby approves the issuance of bonds by Travis County Housing Finance Corporation to finance the proposed Development in the County, but only to the extent described in Texas Local Government Code Section 394.9025, and the County incurs no liability for the bonds so issued.


SECTION 4. For and on behalf of the County, Andy Brown, County Judge, is hereby authorized, empowered, and directed to certify this resolution to the TDHCA.

PASSED AND APPROVED this 2nd day of March 2021.

DocuSigned by:


Andy Brown, County Judge

ATTEST:

DocuSigned by:


Dana DeBeauvoir, County Clerk

Attachment 8 – Inducement Resolution

(Attach the inducement resolution from the issuer of bonds for the proposed development)

AGREEMENT TO ISSUE BONDS

THIS AGREEMENT TO ISSUE BONDS, entered into as of October 20, 2020, by and between Travis County Housing Finance Corporation (the “Corporation”), created pursuant to the authority of the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, Tex. Rev. Civ. Stat. (the “Act”), and Stuart Shaw Family Partnership, Ltd., a Texas limited partnership, and/or its assigns (the “User”), for the purpose of carrying out the public purpose set forth in the Act, including the promotion and development of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of Travis County, Texas;

WITNESSETH

WHEREAS, Travis County, Texas (the “County”) has authorized and approved the creation of the Corporation to act on behalf of the County for the public purpose of furthering on behalf of the County the promotion and development of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of the County; and

WHEREAS, the Corporation is authorized by the Act to acquire, construct, improve, maintain, equip and furnish and to lease or sell “residential developments”, as that term is defined in the Act, or to make loans for the purpose of providing financing for all or part of the costs of a residential development, and the Corporation is further authorized to issue its bonds for the purpose of paying all or part of the costs of a residential development; and

WHEREAS, the User desires to acquire, construct, develop, equip and operate a residential development, more particularly described in Exhibit A of the Corporation’s resolution adopted by the Corporation’s board of directors on the date of this Agreement, within the County (the “Project”), which Project is suitable for the promotion of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of Travis County, Texas; and

WHEREAS, pursuant to the Act, the Corporation is authorized to issue the bonds hereinafter described, which bonds shall never constitute an indebtedness or pledge of the faith and credit of the State of Texas (the “State”), of the County, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the County, and shall never be paid in whole or in part out of any funds of the Corporation except those derived from or in connection with the sale or lease of the Project or the loan of funds to finance the Project; and

WHEREAS, to provide decent, safe, and sanitary housing for residents of Travis County, Texas, the Corporation agrees to issue at the request of the User, one or more series of the Corporation's housing finance revenue bonds (the “Bonds”) for the purpose of paying all or part of the costs of acquiring, constructing and developing the Project, or for the purpose of loaning the proceeds to the User in order to provide temporary or permanent financing of all or part of the cost of acquiring, constructing and developing the Project, and the Corporation and the User deem it

desirable and proper that this Agreement to Issue Bonds constitutes a formal record of such agreement and understanding in order that the User may proceed with or provide for the acquisition, construction and development of the Project; and

WHEREAS, the User has evidenced a desire to cooperate with the Corporation in the acquisition, construction and development of the Project and for the Corporation to authorize and issue the Bonds in the aggregate principal amount now estimated not to exceed \$47,500,000.00 to provide the funds to defray all or part of the cost of the acquisition, construction and development of the Project; and

WHEREAS, the Corporation and the User contemplate that proceeds of the Bonds will be loaned to the User or an entity designated by User (and the term User as use herein specifically includes any such designated entity) in order to provide financing of all or part of the costs of the Project and that the loan payments therefor will be sufficient to pay the principal of and any premium and interest on the Bonds; and

WHEREAS, it is the desire of the Corporation that the acquisition, construction and development of the Project occur at the earliest possible time so as to provide decent, safe, and sanitary housing for residents of Travis County, Texas;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed, the Corporation and the User agree as follows:

1. The User shall commence with the acquisition, construction and development of the Project, which Project will be in furtherance of the public purpose of the Corporation and the County as aforesaid, and the User will provide, or cause to be provided, at its expense, the necessary interim financing to expedite the commencement of the acquisition, construction and development of the Project. On or prior to the issuance of the Bonds, the User will enter into a loan agreement on an installment payment basis (herein called the "Agreement") with the Corporation under which the Corporation will make a loan to the User for the purpose of providing temporary or permanent financing of all or part of the costs of the Project, and the User will make installment payments sufficient to pay the principal of and any premium and interest on such Bonds. The Bonds shall never constitute an indebtedness or pledge of the faith and credit of the State, of the County, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the County, and shall be payable from the funds of the Corporation derived from or in connection with the loan of the proceeds of the Bonds.

2. On receipt of a ruling from the Internal Revenue Service (or the opinion of nationally recognized bond counsel) that interest paid on the Bonds is exempt from federal income taxation (or will be exempt upon compliance with certain requirements after the issuance of such Bonds) and subject to the requirements of the Policy Guidelines and the Act, and upon receipt of favorable reports from the Corporation's legal advisors and staff concerning the issuance of the Bonds; the Corporation hereby agrees to issue, pursuant to the terms of the Act, the Bonds, maturing

in such amounts and times, bearing interest at the rate, payable on the dates and having such optional and mandatory redemption features and prices as are approved in writing by the User. The Corporation will deliver the Bonds to the purchaser designated by the User and will cooperate to the fullest extent in facilitating delivery of the Bonds.

3. The Corporation and the User agree that the Bonds may be issued either at one time or in several series from time to time as the User shall request in writing; provided, however, that the parties agree that the Bonds will be issued in an aggregate principal amount as will not exceed the amount that is the subject of a ruling or rulings or opinion or opinions as aforesaid. A request in writing for issuance of one or more series of Bonds shall not affect the obligation hereunder of the Corporation to issue the remaining Bonds as written requests therefor are received. It is further agreed that the proceeds of the Bonds or portions thereof, whether or not issued in a series, shall not be invested so as to constitute the Bonds or a portion thereof as arbitrage bonds under the Internal Revenue Code of 1986, as amended, and applicable regulations promulgated pursuant thereto.

4. The payment of the principal of and any premium and interest on the Bonds shall be made solely from moneys realized from the loan of the proceeds of the Bonds to finance all or part of the costs of the Project.

5. The costs of the Project (the "Project Costs") may include any cost of acquiring, constructing, developing, equipping and improving the Project. Without limiting the generality of the foregoing, the Project Costs shall specifically include the cost of: (i) acquiring any land, rights-of-way, options to purchase land, easements, leasehold estates in land and interests of all kinds in land related to such Project; (ii) acquiring, constructing, repairing, equipping or improving all buildings and structures to be used as or in connection with the Project; (iii) site preparation, including the cost of demolishing or removing any buildings or structures the removal of which is necessary or incident to providing the Project; (iv) machinery, equipment, furnishings and facilities necessary or incident to the equipping of the Project so that it may be placed in operation; (v) financing charges, start-up costs and interest prior to and during construction and for two years after completion of construction, whether or not capitalized; and (vi) architectural, engineering, legal and related services (including fees for legal counsel to the Issuer), plans, specifications, surveys, studies, estimates of cost and of revenue, other expenses necessary or incident to planning, providing or determining the feasibility and practicability of acquiring, constructing, reconstructing, improving and expanding the Project, administrative expenses and such other expenses as may be necessary or incident to the acquisition, construction, development, equipping or improvement of the Project, the placing of the Project in operation and all incidental expenses, costs and charges relating to the Project not enumerated above. The parties agree, upon request, to provide or cause to be provided to each other any data or information that may be reasonably required to verify any of the Project Costs enumerated in this paragraph. The User agrees that it will be responsible for and pay any Project Costs incurred whether before or after the date of this Agreement prior to issuance of the Bonds and will pay all Project Costs that are not or cannot be paid or reimbursed from the proceeds of the Bonds.

6. THE USER AGREES THAT IT WILL AT ALL TIMES INDEMNIFY AND HOLD HARMLESS THE CORPORATION, THE DIRECTORS OF THE CORPORATION, THE COUNTY, THE COMMISSIONERS' COURT OF THE COUNTY

(BOTH INDIVIDUALLY AND AS A GROUP) AND ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, SERVANTS AND ANY OTHER PARTY ACTING FOR OR ON BEHALF OF THE CORPORATION OR THE COUNTY (SUCH PARTIES BEING HEREINAFTER REFERRED TO AS THE “INDEMNIFIED PARTIES”) AGAINST ALL LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITIES (COLLECTIVELY REFERRED TO HEREINAFTER AS “LOSSES”) OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES, LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT AND AMOUNTS PAID TO DISCHARGE JUDGMENTS) DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF OR RELATING TO ONE OR MORE CLAIMS, AS HEREINAFTER DEFINED, EVEN IF SUCH LOSSES OR CLAIMS, OR BOTH, DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO, OR ARE ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF OR RELATED TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES IN CONNECTION WITH THE ISSUANCE OF THE BONDS OR THAT IN ANY WAY PERTAIN TO THE DUTIES OR ACTIVITIES OR LACK THEREOF, WHETHER REAL OR ALLEGED, OF ANY SUCH INDEMNIFIED PARTY INCIDENTAL TO THE ISSUANCE OF THE BONDS. THE TERM “CLAIMS” AS USED HEREIN SHALL MEAN ALL CLAIMS, LAWSUITS, CAUSES OF ACTION AND OTHER LEGAL ACTIONS AND PROCEEDINGS OF WHATEVER NATURE, INCLUDING, BUT NOT LIMITED TO, CLAIMS, LAWSUITS, CAUSES OF ACTION AND OTHER LEGAL ACTIONS AND PROCEEDINGS INVOLVING BODILY OR PERSONAL INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY (INCLUDING, BUT NOT LIMITED TO, PERSONS EMPLOYED BY THE CORPORATION, THE COUNTY, THE USER OR ANY OTHER PERSON AND ALL PROPERTY OWNED OR CLAIMED BY THE CORPORATION, THE COUNTY, THE USER, ANY AFFILIATE OF THE USER OR ANY OTHER PERSON) OR INVOLVING DAMAGES RELATING TO THE ISSUANCE, OFFERING, SALE OR DELIVERY OF THE BONDS BROUGHT AGAINST THE CORPORATION OR THE COUNTY OR TO WHICH THE CORPORATION OR THE COUNTY IS PARTY, EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO THE ISSUANCE, OFFERING, SALE OR DELIVERY OF THE BONDS OR THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION, USE, OCCUPANCY, MAINTENANCE OR OWNERSHIP OF THE PROJECT OR ANY PART THEREOF. THE OBLIGATIONS OF THE USER SHALL APPLY TO ALL LOSSES OR CLAIMS, OR BOTH, THAT RESULT FROM, ARISE OUT OF OR ARE RELATED TO ANY EVENT, OCCURRENCE, CONDITION OR RELATIONSHIP PRIOR TO TERMINATION OF THIS AGREEMENT TO ISSUE BONDS, WHETHER SUCH LOSSES OR CLAIMS, OR BOTH, ARE ASSERTED PRIOR TO TERMINATION OF THIS AGREEMENT TO ISSUE BONDS OR THEREAFTER. NONE OF THE INDEMNIFIED PARTIES SHALL BE LIABLE TO THE USER FOR, AND THE USER HEREBY RELEASES EACH OF THEM FROM ALL LIABILITY TO THE USER FOR ANY INJURIES, DAMAGES OR DESTRUCTION TO ALL OR ANY PART OR PARTS OF ANY PROPERTY OWNED OR CLAIMED BY THE USER THAT DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO THE ISSUANCE, OFFERING, SALE OR DELIVERY

OF THE BONDS OR THE DESIGN, CONSTRUCTION, DEVELOPMENT, INSTALLATION, OPERATION, USE, OCCUPANCY, MAINTENANCE OR OWNERSHIP OF THE PROJECT OR ANY PART THEREOF, EVEN IF SUCH INJURIES, DAMAGES OR DESTRUCTION DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES IN CONNECTION WITH THE ISSUANCE OF THE BONDS OR IN CONNECTION WITH THE PROJECT. EACH INDEMNIFIED PARTY, AS APPROPRIATE, SHALL REIMBURSE THE USER FOR PAYMENTS MADE BY THE USER TO THE EXTENT OF ANY PROCEEDS, NET OF ALL EXPENSES OF COLLECTION, ACTUALLY RECEIVED BY THEM FROM ANY INSURANCE WITH RESPECT TO THE LOSS SUSTAINED. AT THE REQUEST AND EXPENSE OF THE USER, EACH OF THE INDEMNIFIED PARTIES, AS APPROPRIATE, SHALL HAVE THE DUTY TO CLAIM ANY SUCH INSURANCE PROCEEDS AND SUCH INDEMNIFIED PARTY, AS APPROPRIATE, SHALL ASSIGN THEIR RESPECTIVE RIGHTS TO SUCH PROCEEDS, TO THE EXTENT OF SUCH REQUIRED REIMBURSEMENT, TO THE USER. IN CASE ANY ACTION SHALL BE BROUGHT AGAINST ANY ONE OR MORE OF THE INDEMNIFIED PARTIES, SUCH INDEMNIFIED PARTY SHALL PROMPTLY NOTIFY THE USER IN WRITING AND THE USER SHALL HAVE THE RIGHT TO ASSUME THE INVESTIGATION AND DEFENSE THEREOF, INCLUDING THE EMPLOYMENT OF COUNSEL AND THE PAYMENT OF ALL EXPENSES. THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL IN ANY SUCH ACTION AND PARTICIPATE IN THE INVESTIGATION AND DEFENSE THEREOF, BUT THE FEES AND EXPENSES OF SUCH COUNSEL SHALL BE PAID BY THE INDEMNIFIED PARTY UNLESS THE EMPLOYMENT OF SUCH COUNSEL HAS BEEN AUTHORIZED BY THE USER. THE USER SHALL NOT BE LIABLE FOR ANY SETTLEMENT OF ANY SUCH ACTION WITHOUT ITS CONSENT, BUT, IF ANY SUCH ACTION IS SETTLED WITH THE CONSENT OF THE USER OR IF THERE BE FINAL JUDGMENT FOR THE PLAINTIFF OF ANY SUCH ACTION, THE USER AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY LOSS BY REASON OF SUCH SETTLEMENT OR JUDGMENT.

7. If within three (3) years from the date hereof (or such later date as shall be mutually satisfactory to the Corporation and the User) the Corporation and the User shall not have agreed to mutually acceptable terms for the Bonds and for the sale and delivery thereof and mutually acceptable terms and conditions of the Agreement, the User agrees that it will pay the Corporation for all unpaid Project Costs which the Corporation shall have incurred and this Agreement to Issue Bonds (other than the obligations of the parties under paragraph 6 hereof) shall thereupon terminate. In the event that the User elects, prior to any such termination, not to proceed with the issuance of the Bonds for any reason, it shall so notify the Corporation in writing and it shall promptly pay to the Corporation all Project Costs incurred by the Corporation prior to such notification, and if payment is so made, the User's obligations under paragraph 5 above shall terminate from and after the date of such notification.

8. The User may, without the consent of the Corporation, transfer or assign this Agreement to Issue Bonds or transfer or assign any or all of its rights and delegate any or all of its duties hereunder to any of its subsidiaries or affiliates currently existing or hereafter created, but no such transfer, assignment or delegation shall, without the written consent and approval of the Corporation, relieve the User of its liability for payment of Project Costs under paragraphs 5 and 7 hereof or indemnification under paragraph 6 hereof.

9. The provisions of paragraphs 5, 6 and 7 above shall survive the expiration or termination of this Agreement and the closing of the transactions contemplated by the Agreement.

10. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Issue Bonds to be executed as of the year and date first above written.

Travis County Housing Finance Corporation

By: Andrea Shields
Andrea Shields, Managing Director

USER:

Stuart Shaw Family Partnership, Ltd.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to Issue Bonds to be executed as of the year and date first above written.

Travis County Housing Finance Corporation

By: _____
Andrea Shields, Managing Director

USER:

Stuart Shaw Family Partnership, Ltd.

By: _____
Name: Stuart Shaw
Title: Manager