May 3, 2024

CITY OF AUSTIN RENTAL HOUSING DEVELOPMENT ASSISTANCE APPLICATION

For

Cameron HiLine



A 227-unit, Deeply Affordable, Class "A", Transit-Oriented Community

> 1124 Clayton Ln Austin, TX 78723

Presented by:







TAB A1

"Executive Summary/Project Proposal"



Cameron HiLine



A Class "A", Affordable, Transit-Oriented Community



Name: Cameron HiLine

Location: 1124 Clayton Ln, Austin, TX 78723

Overview: Cameron HiLine is a 227-unit, Class "A", multi-family community for

families, young professionals, and the workforce in the *Windsor Park* neighborhood. The development will offer 100% high quality affordable units serving income bands of 30%, 50%, 60%, & 80% AMI. Situated on approximately two acres in the northwest quadrant of Cameron Road and Clayton Lane, the development will consist of one six-story building, with two stories of structured parking, leasing center, community room, fitness center, and a +/- 5,000 SF commercial space for a non-profit partner to provide resident and community services. Units will be equipped with large balconies, personal storage, granite countertops, Energy Star Appliances, and faux wood flooring. Cameron HiLine is conveniently located within a quarter mile of the *Highland Mall Station Activity Cetner* and a high-frequency bus stop along Cameron Rd, an *Imagine Austin Corridor*. The development is also within walking distance of Austin ISD Harris Elementary school, Dell Children's Medical Center, pharmacies,

grocery stores, and major retail shopping centers.

Members: Generation Housing Partners, LLC

Housing Authority of City of Austin

Hill Tide Partners, LLC

Monarch Private Investments

Owner: TX Clayton 2024, Ltd.

Lead Developer: Generation Housing Partners, LLC

Consultant: Purple Martin Real Estate
Architect: Arrive Architecture

Engineer/Planner: AMC Design Group, Inc. / Thrower Design Planners

General Contractor: Journeyman

Attorney: Winthrop & Weinstine

Property Manager: Asset Living Property Management





Financing Proposal

Cameron HiLine will be sourced by various funding mechanisms, including up to \$40 Million in Tax-Exempt Private Activity Bonds, a construction loan from Bank OZK, a Fannie Mae permanent loan from Bellwether, 4% HTC equity, \$2 Million through Federal Home Loan Bank of Dallas' Affordable Housing Program, and

deferred developer fee. The Austin Housing Corporation Affordable (AAHC), the nonprofit subsidiary of HACA, is the general partner and codeveloper for the project. The lead developers are Generation Housing Partners and Hill Tide Partners. Together, AAHC, Generation Housing Partners, and Hill Tide Partners, have a track record of developing highquality affordable housing in the City of Austin. Most recently, the partnership developed Heritage Estates at Wells Branch, a Class "A", 174-unit Senior Living development completed in 2022.



Heritage Estates at Wells Branch (2022) 174-unit Senior Living Development https://www.heritageestatesatwellsbranch.com/

An application for the Private Activity Bonds was submitted to the Texas Bond Review Board on October 20^{th,} 2023, and the project anticipates receiving a Bond Reservation in the second quarter of 2024. During the construction period, short-term cash collateralized bonds will be used.

Due to a record high interest rates, rising construction (labor and material) costs, and a volatile equity market for Tax Credits, the development is applying for \$7,950,000.00 in gap financing through the City of Austin RHDA Program, which is equivalent to \$70,982 per unit at 50% AMI or below. Gap funds will primarily be used as a source for construction materials and construction related costs. The project will offer deep affordability levels, including 10 units at 30% AMFI, 102 units at 50% AMFI, 70 units at 60% AMFI, and 45 units at 80% AMFI.





This is the second time the development has applied for RHDA Funding.

Previously, the project applied for \$10,780,000.00 in RHDA funding in the RHDA Q2 funding round on November 3rd, 2023, but the project was not awarded. Since then, the development team has implemented the following strategies to enhance the strength of the application for funding, and minimize the overall request from AHFC:

- 1. Community Engagement Since the previous RHDA application round, the development team has held additional community meetings, including meetings with former residents of The Old Homestead apartments. The Old Homestead was purchased by the current landowner (JCI) in 2023 and has since been demolished. The development team has agreed to adopt and honor A Right-of-First-Return for former residents of The Old Homestead. A copy of the executed First Right-of-Return is included with this application. At least 8 former residents have indicated interest in the opportunity to return to the Windsor Park neighborhood. Many of the residents can no longer afford to live in this area and have since moved away; the development team is excited to bring families and individuals of The Old Homestead community back to the Windsor Park Neighborhood.
- 2. The project has applied for other sources of gap financing to reduce the overall request from AHFC. The project applied for \$2,000,000.00 in grants through the Federal Home Loan Bank of Dallas Affordable Housing Program, which has \$99.4MM in grant funds available for the 2024 round. The project application received sponsorships from the Austin Affordable Housing Corporation (AAHC) and Bank OZK (Construction Lender). This additional source has allowed the development to reduce its overall request for funding through the RDHA program.
- 3. The project has conducted additional QA/QC and Value Engineering to ensure maximum efficiency related to construction costs. Without reducing any of the amenities, the project has reduced the cost of construction by approximately 2.2%.

Project Readiness: Cameron HiLine has received approval for SMART Housing and Affordability Unlocked allowing the project to utilize development bonuses and fee waivers. The development also has an approved civil site permit issued by the City of Austin, which can take between 12-18 months to obtain from application to final approval. The development has engaged consultant Arrive Architecture Group to design building plans. The project anticipates receiving a bond reservation in the second quarter of 2024 and could be starting construction by the end of the year.





Community Amenities include a clubhouse, leasing center, furnished fitness center, and community lounge with free, high-speed internet access provided through Spectrum Fiber for all residents. The



community will offer laptops to its residents for "check-out" schoolwork, tax-preparation, budgeting and/or life-planning, or for simple everyday needs. The fitness center will be open to the community 24/7 and be fully furnished with commercial grade fitness equipment compatible with current technology and applications. The property will also provide residents with a 24/7 package delivery solution which will combine technology with state-of-the art commercial lockers to

give residents the freedom to pick up packages anytime with a secure code.

Units will meet current green energy standards by providing Low-e windows, Low-flow fixtures, EnergyStar appliances, high R-value insulation, Low VOC paints, and High-efficiency HVAC units. Units will also include a variety of amenities:

- Free Community
- Spacious Personal Balconies
- 9-foot Ceilings
- "Open Concept" Design
- Granite Countertops
- Personal Storge Rooms
- Vinyl Plank Wood Flooring
- **Laundry Connections**
- **Energy Star Appliances**
- Walk-in Closets

Resident Services will be paid for by the development (free to the residents) and managed by a thirdparty service provider contracted to provide resident services that will exceed TDHCA requirements. Cameron HiLine will provide:

- Health and Wellness Classes
- Financial Literacy Classes
- Tax Preparation Classes
- Homeownership Classes
- Fitness Classes
- Monthly Community Events
- **Nutrition and Diet Seminars**

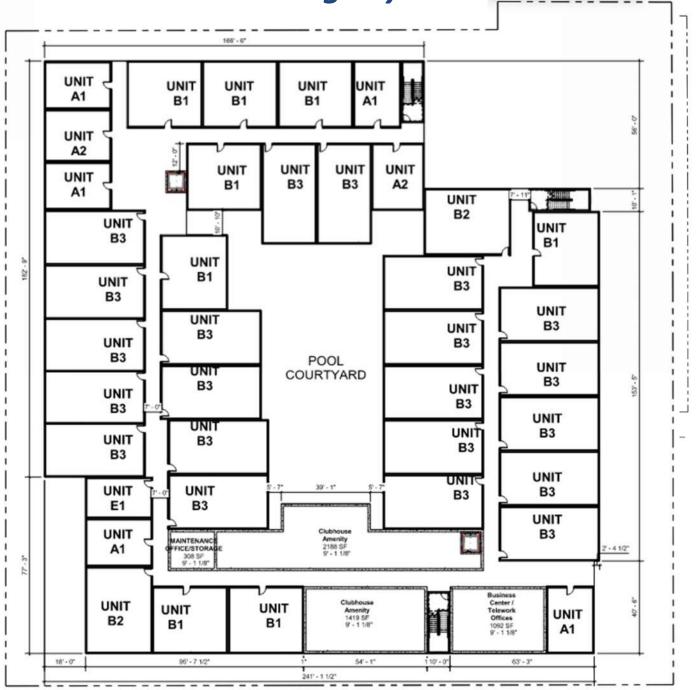


The development will also set aside approximately 5,000 SF of space to lease to a non-profit group to provide either tuition free Pre-K for children ages 3-5, or after-school tutoring and social-emotional learning (SEL) programs, summer camps, family services and community outreach for at-risk youth.





Building Layout



First Floor-Residential Overall Building



Agreement for a First Right of Return

Between

Generation Housing Partners, LLC ("the Developer")

And

The Former Residents of The Old Homestead ("Former Residents")

for the property at 1120 & 1124 Clayton Ln, Austin, TX 78723

This agreement shall memorialize the conversations between Generation Housing Partners, LLC ("the Developer") and The Former Residents of the Old Homestead ("Former Residents"). Generation Housing Partners is currently under contract with former developer, JCI Residential ("The Landowner") to purchase the land and develop a new 227-unit affordable housing project ("The Development") at 1120 & 1124 Clayton Ln, Austin, TX 78723 ("The Property").

The following items are hereby agreed to by The Developer and Former Residents.

- Former Residents shall have a Right of First Return to The Development.
- Upon successful purchase of the property, and after the completion of construction, The
 Developer commits to notifying Former Residents about the opening application period to
 apply for a rental housing unit.
- Former Residents understand that a Residential Lease must be applied for to qualify for a rental housing unit, and applicants must meet the requirements set for by the Texas Department of Housing and Community Affairs (TDHCA) in order to qualify for a LIHTC unit.

Execu	ited on this _79th day of March 2024.		
Ву:	Generation Housing Partners, LLC	By: Represented Group Name:	
	A 47150	Docusigned by: Londia Tubbs FETAE D00500040D	
	Name: _Adrian Iglesias	Name:	
	Title: Partner	Title:former resident of Old Homeste	ad



Intent to Apply for a Rental Housing Unit for Cameron HiLine ("The Development") at 1120 & 1124 Clayton Ln, Austin, TX 78723

By completing and submitting this form, I am formally notifying the developer, Generation Housing Partners, LLC, of the Development at 1120 & 1124 Clayton Lane (Cameron HiLine), that I am interested in applying for a rental housing unit upon the completion of the Development. Furthermore, I am aware that by completing this form, I am not guaranteed a rental housing unit, and that I must still complete a Residential Lease Application and provide all necessary documents to help me qualify for a unit. I am aware that the Rental Lease Application may not be made available to me until the successful completion of construction of the Development. By completing this form, I am requesting to be notified at the time Development starts accepting appointments and applications for leases.

Name(s) of Individual that intend to Apply:	
	NI
Former Resident(s) of The Old Homestead? Yes / Contact Information:	<u>INO</u>
Email:	
Phone:	

CONTACTS

Travis Barber, Development AssociateGeneration Housing Partners, LLC

17440 North Dallas Pkwy, Ste 120 Dallas, TX 75287 214-613-6569

travis.barber@ahdevelopment.com

Adrian Iglesias, Partner (Spanish-Speaking)

Generation Housing Partners, LLC 17440 North Dallas Pkwy, Ste 120 Dallas, TX 75287 214-613-6569 aiglesias@ghdevelopment.com

		APPLICATION CHECK	(LIST/ INFORMATION FORM			
			BORROWER ENTITY NAME: TX Clayton 2024, Ltd			
DEVE	LOPMENT NAME : Cameron HiLing	<u>-</u> e	FUNDING CYCLE DEADLINE : Q4 - May 3rd, 2024			
FEDERAL TAX ID NO: 82-3097481 (developer)			DUNS NO: 066472517 (developer)			
PROJECT ADDRESS: 1124 Clayton Ln, 78723			PROGRAM: RHDA			
	TACT NAME : Adrian Iglesias		AMOUNT REQUESTED: \$7,950,000			
CON	ACT ADDRESS AND PHONE: 1744	40 North Dallas Pkwy, S	Ste 120, Dallas, TX 75287 - 214.613.6569			
		APPLICATION TA		INITIALS		
A 1	Al					
A 2	PROJECT SUMMARY FORM			Al		
	PROJECT TIMELINE			Al		
	DEVELOPMENT BUDGET			Al		
	OPERATING PRO FORMA			Al		
	SCORING SHEET			Al		
A 6	SCORING SHEET	ATTACHMENT TA	ADC .	Al		
1	ENTITY INFORMATION	1.a.	Detailed listing of developer's experience	AI		
	ENTITY INFORMATION	1.a. 1.b.	Certificate of Status	Al Al		
		1.c.	Statement of Confidence	Al (n/a)		
		1.6.	Statement of connucine	Ai (ii/a)		
2	PRINCIPALS INFORMATION	2.a.	Resumes of principals	Al		
-		2.b.	Resumes of development team	Al		
		2.c.	Resumes of property management team	Al		
3	FINANCIAL INFORMATION	3.a.	Federal IRS Certification	Al		
		3.b.	Certified Financial Audit	Al (n/a)		
		3.c.	Board Resolution	Al		
		3.d.	<u>Financial Statements</u>	Al		
		3.e.	Funding commitment letters .	Al		
4	PROJECT INFORMATION	4.a.	Market Study	Al		
		4.b.	Good Neighbor Policy	Al		
		4.c.	SMART Housing Letter	Al		
		4.d.	MOU with ECHO	Al (n/a)		
		4.e.	Resident Services	Al		
5	PROPERTY INFORMATION	5.a.	Appraisal	Al		
	PROPERTINI ORMATION	5.b.	Property Maps	Al		
		5.c.	Zoning Verification Letter	Al		
		5.d,	Proof of Site control	Al		
		5.e.	Phase I ESA	Al		
Th	e applicant/developer certifies that	the data included in thi	s application and the exhibits attached hereto are	true and correct.		
	l	Jnsigned/undated subm	nissions will not be considered.			
	SIGNATURE OF APPLICANT		DATE AND TIME STAMP OF RECEIPT			
	H Jone Dy Saver 3					
	PRINTED NAME					
	Adrian Iglesias					
	TITLE OF APPLICANT					
	Authorized Member					
	DATE OF SUBMISSION					
	May 3rd 202/		EUD VHEUTIZE UVITA			

^{*}Project TAB Items that are to be provided upon completion, and prior to AHFC issuance of funds



TAB A2

"Project Summary Form"

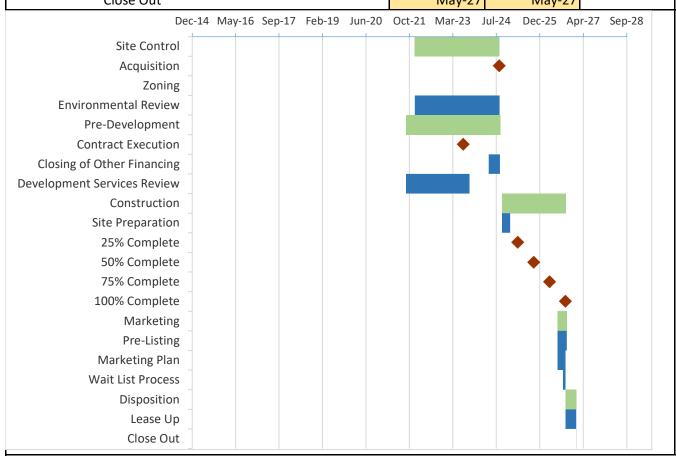
Project Summary Fo	rm						
1) Project N	ame	2) Project	Туре	3)	New Construction	on or Rehabilita	ition
Cameron Hi		100% Affor		,	New Con	struction	
				L	->		
4	Address(s) or L		ption		5)	Mobility Bond	Corridor
	1124 Claylo	on Ln, 78723					
6) Census Tract	7) Council D	istrict	8) El e	ementary S	chool 9) Affordability	Period
21.05	District	4	I	HARRIS EL	-	45 years	
10) Type of Structur	•	11) 0	ounied:	2	12) How	will funds be u	icod2
Multi-family			cupied No	<u>. </u>		Construction	156u :
ividiti-lairilly						Jonati dellon	
13) Summary of Rental Units by MFI Level							
Income Level	Efficiency	One		Two	Three	Four (+)	Total
		Bedroom	n B	edroom	Bedroom	Bedroom	
Up to 20% MFI							0
Up to 30% MFI	2	3		5			10
Up to 40% MFI							0
Up to 50% MFI	6	23		73			102
Up to 60% MFI	7	16		47			70
Up to 80% MFI	2	9		34			45
Up to 120% MFI							0
No Restrictions					_	_	0
Total Units	17	51		159	0	0	227
	14) \$	Summary of Un i	ts for Sa	ale at MFI L	evel		
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) Initia	tives and Prior	ities (of	the Affordat	ole Units)		
Ini	tiative	ves and Priorities (of the Affordable Units) # of Units Initiative			#	of Units	
Accessible Units for			16	Con		m of Care Units	
Accessible Units fo			10				
Llog the City of Augti	n CIS Mon to Ar	Sower the gue	otiono	halaw		•	
Use the City of Austi 16) Is the property with					or?	Yes	
10) is the property with	illi 1/2 illile di ali	illiagille Aust	iii Cente	or Corna		163	
17) Is the property with	hin 1/4 mile of a l	High-Frequenc	y Trans	it Stop?	Ye	es	
18) Is the property with	hin 3/4 mile of Tra	ansit Service?		Yes	1		
,			Г				
19) The property has I	Healthy Food Acc	cess?	L	Yes			
20) Estimated Sources and Uses of funds							
	<u>Sources</u>				<u>Uses</u>	<u>s</u>	
	Debt	30,508,0	22	Acquisition		7,2	250,000
		25,029,8	12		Off-Site		
Grant		2,000,0	00		Site Work	1,9	933,000
	Other	325,0	00		Sit Amenities	-	436,970
Deferred Dev	•						
(not applicable	for OHDA)	2,403,6	01		Building Costs	31,9	928,743
Previous AHFO				(Contractor Fees		921,856
Current AHFO	C Request	7,950,0	00		Soft Costs		346,452
					Financing		371,055
				[Developer Fees		528,359
	Total \$	68,216,4	35		Total	s 68 '	216,435



TAB A3

"Project Timeline"

Development Schedule					
·	Start Date	End Date			
Site Control	Jan-22	Dec-24			
Acquisition	Dec-24				
Zoning	n/a	n/a			
Environmental Review	Jan-22	Dec-24			
Pre-Development	Sep-21	Dec-24			
Contract Execution	Jul-23				
Closing of Other Financing	Feb-24	Dec-24			
Development Services Review	Sep-21	Sep-23			
Construction	Jan-25	Jan-27			
Site Preparation	Jan-25	Apr-25			
25% Complete	May-25				
50% Complete	Dec-25				
75% Complete	Jun-26				
100% Complete	Jan-27				
Marketing	Nov-26	Mar-27			
Pre-Listing	Nov-26	Jan-27			
Marketing Plan	Nov-26	Mar-27			
Wait List Process	Nov-26	Jan-27			
Disposition	Jan-27	May-27			
Lease Up	Jan-27	May-27			
Close Out	May-27	May-27			
Dec-14 May-16 Sep-17 Feb-19 Jun-		-			





TAB A4

"Development Budget"

Development Budget						
		Requested AHFC	Description			
	Total Project Cost	Funds	Description			
Pre-Development						
Appraisal	12,500					
Environmental Review	12,000					
Engineering	150,000					
Survey	35,000					
Architectural	400,000					
Subtotal Pre-Development Cost	\$609,500	\$0				
Acquisition						
Site and/or Land	7,250,000					
Structures						
Other (specify)						
Subtotal Acquisition Cost	\$7,250,000	\$0				
Construction						
Infrastructure						
Site Work	1,733,000	339,417				
Demolition	200,000	39,171				
Concrete	6,192,792		includes parking structure			
Masonry	1,043,061	204,289				
Rough Carpentry	5,629,000	1,102,470				
Finish Carpentry	1,229,000	240,706				
Waterproofing and Insulation	586,000	114,771				
Roofing and Sheet Metal	807,131	158,081				
Plumbing/Hot Water	2,860,988	560,340				
HVAC/Mechanical	1,769,479	346,562				
Electrical	3,042,262	595,843				
Doors/Windows/Glass	1,316,244	257,793				
Lath and Plaster/Drywall and Acoustical	2,806,328	549,634				
Tiel Work	201,783	39,520				
Soft and Hard Floor	568,096	111,265				
Paint/Decorating/Blinds/Shades	999,600	195,777				
Specialties/Special Equipment	344,583	67,488				
Cabinetry/Appliances	1,384,539	271,169				
Carpet	617,765	120,993				
Other (specify)	5,247,311		General Contractor Fees, P&P Bonds, FF&E, Permit Fees			
Construction Contingency	2,012,226					
Subtotal Construction Cost	\$40,591,188	\$7,950,000				
Soft & Carrying Costs						
Legal	250,000					
Audit/Accounting	30,000					
Title/Recordin	185,000					
Architectural (Inspections)	90,000					
Construction Interest	6,150,000					
Construction Period Insurance	725,000					
Construction Period Taxes	120,000					
Relocation	n/a 50,000					
Marketing Davis Resea Menitoring	50,000					
Davis-Bacon Monitoring	374,000					
Developer Fee	7,520,433		Description for Front Man Book 9 Th 10			
Other (specify)	4,271,314	40	Reserves, Loan origination fees, Fannie Mae Deposit, Third			
Subtotal Soft & Carrying Costs	\$19,765,747	\$0				
TOTAL PROJECT BUDGET	\$68,216,435	\$7,950,000				



TAB A5

"Operating Pro Forma"

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	\$3,809,651	\$3,885,844	\$3,963,561	\$4,042,832	\$4,123,689	\$4,552,886	\$5,026,754
Secondary Income	\$49,032	\$50,503	\$52,018	\$53,579	\$55,186	\$63,976	\$74,165
POTENTIAL GROSS ANNUAL INCOME	\$3,858,683	\$3,936,347	\$4,015,579	\$4,096,411	\$4,178,875	\$4,616,861	\$5,100,919
Provision for Vacancy & Collection Loss	-\$287,903	-\$293,661	-\$299,534	-\$305,525	-\$311,635	-\$344,070	-\$379,882
Rental Concessions	\$21,078	\$21,289	\$21,502	\$21,717	\$21,934	\$23,053	\$24,229
EFFECTIVE GROSS ANNUAL INCOME	\$3,591,858	\$3,663,975	\$3,737,547	\$3,812,603	\$3,889,173	\$4,295,843	\$4,745,266
EXPENSES							
General & Administrative Expenses	\$101,000	\$104,030	\$107,151	\$110,365	\$113,676	\$131,782	\$152,772
Management Fee	\$155,000	\$159,650	\$164,440	\$169,373	\$174,454	\$202,240	\$234,451
Payroll, Payroll Tax & Employee Benefits	\$269,000	\$277,070	\$285,382	\$293,944	\$302,762	\$350,984	\$406,887
Repairs & Maintenance	\$192,000	\$197,760	\$203,693	\$209,804	\$216,098	\$250,516	\$290,417
Electric & Gas Utilities	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275	\$65,239	\$75,629
Water, Sewer & Trash Utilities	\$110,000	\$113,300	\$116,699	\$120,200	\$123,806	\$143,525	\$166,385
Annual Property Insurance Premiums	\$136,200	\$140,286	\$144,495	\$148,829	\$153,294	\$177,710	\$206,015
Property Tax	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Reserve for Replacements	\$68,100	\$70,143	\$72,247	\$74,415	\$76,647	\$88,855	\$103,007
Other Expenses	\$39,080	\$40,252	\$41,460	\$42,704	\$43,985	\$50,991	\$59,112
TOTAL ANNUAL EXPENSES	\$1,120,380	\$1,153,991	\$1,188,611	\$1,224,269	\$1,260,998	\$1,461,842	\$1,694,675
NET OPERATING INCOME	\$2,471,478	\$2,509,984	\$2,548,935	\$2,588,333	\$2,628,176	\$2,834,002	\$3,050,591
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$2,091,391	\$2,091,391	\$2,091,391	\$2,091,391	\$2,091,391	\$2,091,391	\$2,091,391
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	\$380,087	\$418,593	\$457,544	\$496,942	\$536,785	\$742,611	\$959,200
CUMULATIVE NET CASH FLOW	\$380,087	\$798,680	\$1,256,224	\$1,753,166	\$2,289,951	\$5,488,440	\$9,742,965
Debt Coverage Ratio	1.18	1.20	1.22	1.24	1.26	1.36	1.46

Doduo ou	lassass	11		
Bedroom	Income	Unit	и -£ 11:4-	Total Sq
Туре	Level	Square	# of Units	Footage
		Footage		
Efficiency	30% MFI	509	2	1,018
1-bdrm	30% MFI	605	2	1,210
1-bdrm	30% MFI	661	1	661
2-bdrm	30% MFI	933	2	1,866
2-bdrm	30% MFI	971	2	1,942
2-bdrm	30% MFI	1,073	1	1,073
Efficiency	50% MFI	509	6	3,054
1-bdrm	50% MFI	605	19	11,495
1-bdrm	50% MFI	661	4	2,644
2-bdrm	50% MFI	933	19	17,727
2-bdrm	50% MFI	971	49	47,579
2-bdrm	50% MFI	1,073	5	5,365
Efficiency	60% MFI	509	7	3,563
1-bdrm	60% MFI	605	14	8,470
1-bdrm	60% MFI	661	2	1,322
2-bdrm	60% MFI	933	10	9,330
2-bdrm	60% MFI	971	32	31,072
2-bdrm	60% MFI	1,073	5	5,365
Efficiency	80% MFI	509	2	1,018
1-bdrm	80% MFI	605	6	3,630
1-bdrm	80% MFI	661	3	1,983
2-bdrm	80% MFI	933	8	7,464
2-bdrm	80% MFI	971	22	21,362
2-bdrm	80% MFI	1,073	4	4,292
				-
		Total	227	194,505

Average Square Foot AHFC Units at or Below 50% MFI					
Efficiency	1-bdrm	2-bdrm	3-bdrm	4-bdrm	
509	616	969	-	-	



TAB A6

"Scoring Sheet"

Project Name	Cameron HiLine				
Project Type	100% Affordable				
Council District	District 4				
Census Tract	21.05				
Prior AHFC Funding	\$0				
Current AHFC Funding Request Amount	\$7,950,000				
Estimated Total Project Cost	\$68,216,435				
High Opportunity	No				
High Displacement Risk	YES				
High Frequency Transit	Yes				
Imagine Austin	Yes				
Mobility Bond Corridor	0				
SCORING ELEMENTS		Description			
UNITS		The second secon			
< 20% MFI	0	# of rental units at < 20% MFI			
< 30% MFI	10	# of rental units at < 30% MFI			
District Goal	5%	% of City's affordable housing goal			
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas			
Displacement Risk					
	7% 7%	% of City's affordable housing goal to reduce displacement			
High Frequency Transit		% of City's affordable housing goal near high frequency transit			
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors			
Geographic Dispersion	6%	% of City's affordable housing goal to increase geographic dispersion			
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corroidors			ļ
SCORE	2	% of annual goal * units * 50%, max of 75			ļ
< 40% MFI	0	# of rental units at < 40% MFI			
< 50% MFI	102	# of rental units at < 50% MFI			
District Goal	5%	% of City's affordable housing goal			
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas]
Displacement Risk	7%	% of City's affordable housing goal to reduce displacement			
High Frequency Transit	7%	% of City's affordable housing goal near high frequency transit			
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors			
Geographic Dispersion	6%	% of City's affordable housing goal to increase geographic dispersion			
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corroidors			
SCORE	8	% of annual goal * units * 25%, max of 75			
< 60% MFI	0	# of units for purchase at < 60% MFI			
District Goal	5%	% of City's affordable housing goal			
High Opportunity	FALSE				
Displacement Risk	7%	% of City's affordable housing goal for high opportunity areas			
High Frequency Transit	7%	% of City's affordable housing goal to reduce displacement			
		% of City's affordable housing goal near high frequency transit			
Imagine Austin	7%	% of City's affordable housing goal in imagine austin corridors			
Geographic Dispersion	6%	% of City's affordable housing goal to increase geographic dispersion			
Mobility Bond Corridor	0%	% of City's affordable housing goal within mobility bond corroidors			
SCORE	0	% of annual goal * units * 50%, max of 75			
< 80% MFI	0	# of units for purchase at < 80% MFI			
District Goal	5%	% of City's affordable housing goal			
District Gour	370	70 OF City's difference floading godi			
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas			
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas			
High Opportunity Displacement Risk	FALSE 7%	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement			
High Opportunity Displacement Risk High Frequency Transit	FALSE 7% 7%	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin	FALSE 7% 7% 7%	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion	FALSE 7% 7% 7% 6%	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE	FALSE 7% 7% 7% 6% 0%	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score	7% 7% 7% 6% 0%	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES	FALSE 7% 7% 7% 6% 6% 0% 0	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care	FALSE 7% 7% 7% 6% 0% 0 10	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Score	FALSE 7% 7% 6% 0% 0 10	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Access to Healthy Food	FALSE 7% 7% 6% 0% 0 10	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS)			
High Opportunity Displacement Risk Hilgh Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score	FALSE 7% 7% 7% 6% 0% 0 10 Ves 0	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of ciny's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GiS) Mobility, Access to Jobs, Community Institutions, Social Cohesion			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units	FALSE 7% 7% 7% 6% 0% 0 10 0 0 78	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units	FALSE 7% 7% 6% 0% 0 10 0 40 788 0 788 0	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 3 Bedroom units			
High Opportunity Displacement Risk Hilgh Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units 4 Bedroom Units	FALSE 7% 7% 7% 6% 0% 0 10 10 78 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100+ HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 4+ Bedroom units Total Affordable 4+ Bedroom units			
High Opportunity Displacement Risk Hilgh Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score	FALSE 7% 7% 7% 6% 0% 0 10 0 10 0 7es 0 11 10 11 11 11 11 11 11 11 11 11 11 1	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of cannual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100+ HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 4+ Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score Access to Healthy Food Continuum of Lare Weighted Score 1 Bedroom Units 1 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade	FALSE 7% 7% 7% 6% 0% 0 10 0 0 7es 0 78 0 114 65	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 3 Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA			
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Weighted Score	FALSE 7% 7% 7% 6% 0% 0 10 0 0 Yes 0 78 0 14 65	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 3 Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion,	Economic S	ecurity	
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Weighted Score Mccessible Units	FALSE 7% 7% 7% 6% 0% 0 10 0 10 0 Yes 0 0 14 65 4	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100+ HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 4+ Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion, mobility and sensory units	Economic S	ecurity	
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Weighted Score Accessible Units Non-PSH, Non-Voucher Under 20% MFI	FALSE 7% 7% 6% 0% 0 10 0 10 0 788 0 14 65 4 26 0	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of city's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 3 Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion, mobility, and sensory units Total units under 20% MFI	Economic S	ecurity	
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Score Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Weighted Score Accessibile Units Non-PSH, Non-Voucher Under 20% MFI Accessibility Score	FALSE 7% 7% 7% 6% 0% 0 10 0 0 10 10 10 10 465 4 26 0 5	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 4+ Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion, mobility and sensory units Total units under 20% MFI Accessible Unit/Total Units * 20	Economic S	ecurity	
High Opportunity Displacement Risk Hilgh Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCOEE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Continuum of Care Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Score Accessibile Units Non-PSH, Non-Voucher Under 20% MFI Accessibility Score Metro Access Service	FALSE 7% 7% 7% 6% 0% 0 10 0 10 0 4 yes 0 0 14 65 4 26 0 5 Yes	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of Annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 3 Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion, mobility and sensory units Total units under 20% MFI Accessible Unit/Total Units * 20 Within 3/4 mile of fixed route transit	Economic S	ecurity	
High Opportunity Displacement Risk Hilgh Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Weighted Score Accessible Units Non-PSH, Non-Voucher Under 20% MFI Accessibility Score Metro Access Service Metro Access Service	FALSE 7% 7% 7% 6% 0% 0 10 0 10 0 Yes 0 0 14 65 4 26 0 5 Yes 1	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of cannual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100+ HF Units/50)*20 Within 1 Mile of Healthy Food (City GiS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 4+ Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion, mobility and sensory units Total units under 20% MFI Accessible Unit/Total Units * 20 Within 3/4 mile of fixed route transit Housing Stability, Health, Mobility, Community Institutions	Economic S	ecurity	
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High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Score Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Score Micro Accessibile Units Non-PSH, Non-Voucher Under 20% MFI Accessibility Score Metro Access Service Accessibility Weighted Score Initiatives and Priorities Score UNDERWRITING	FALSE 7% 7% 7% 6% 0% 0 10 0 0 10 10 10 10 14 65 4 65 4 78 0 14 65 11 23	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 3 Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion, mobility, and sensory units Total units under 20% MFI Accessible Unit/Total Units * 20 Within 3/4 mile of fixed route transit Housing Stability, Health, Mobility, Community Institutions MAXIMUM SCORE = 200	Economic S	ecurity	
High Opportunity Displacement Risk High Frequency Transit Imagine Austin Geographic Dispersion Mobility Band Corridor SCOEE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Continuum of Care Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Score Accessible Units Non-PSH, Non-Voucher Under 20% MFI Accessibility Score Metro Access Service Accessibility Weighted Score Initiatives and Priorities Score Initiatives and Priorities Score UNDERWRITING AHFC Leverage	FALSE 7% 7% 7% 6% 0% 0 10 0 10 0 10 0 10 0 10 0 10 0	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of Annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100 + HF Units/50)*20 Within 1 Mile of Healthy Food (City GIS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 3 Bedroom units Total Affordable 3 Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion, mobility and sensory units Total units under 20% MFI Accessible Unit/Total Units * 20 Within 3/4 mile of fixed route transit Housing Stability, Health, Mobility, Community Institutions MAXIMUM SCORE = 200 % of total project cost funded through AHFC request	Economic S	ecurity	
High Opportunity Displacement Risk Hilgh Frequency Transit Imagine Austin Geographic Dispersion Mobility Bond Corridor SCORE Unit Score INITIATIVES AND PRIORITIES Continuum of Care Continuum of Care Continuum of Care Score Access to Healthy Food Continuum of Care Weighted Score 2 Bedroom Units 3 Bedroom Units 4 Bedroom Units Multi-Generational Housing Score TEA Grade Multi-Generational Housing Weighted Score Accessible Units Non-PSH, Non-Voucher Under 20% MFI Accessibility Score Metro Access Service Accessibility Score Initiatives and Priorities Score UNDERWRITING AHFC Leverage	FALSE 7% 7% 7% 6% 0% 0 10 0 10 0 Yes 0 0 14 65 4 26 0 5 Yes 1 23	% of City's affordable housing goal for high opportunity areas % of City's affordable housing goal to reduce displacement % of City's affordable housing goal near high frequency transit % of City's affordable housing goal in imagine austin corridors % of City's affordable housing goal to increase geographic dispersion % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of City's affordable housing goal within mobility bond corroidors % of annual goal * units * 25%, max of 75 MAXIMUM SCORE = 300 Total # of units provided up to 100 per year (total CoC Units/100+ HF Units/50)*20 Within 1 Mile of Healthy Food (City GiS) Mobility, Access to Jobs, Community Institutions, Social Cohesion Total Affordable 2 Bedroom units Total Affordable 3 Bedroom units Total Affordable 4+ Bedroom units Multi-bedroom Unit/Total Units * 20 Elementary School Rating from TEA Educational Attainment, Environment, Community Institutions, Social Cohesion, mobility and sensory units Total units under 20% MFI Accessible Unit/Total Units * 20 Within 3/4 mile of fixed route transit Housing Stability, Health, Mobility, Community Institutions MAXIMUM SCORE = 200 % of total project cost funded through AHFC request 3 points per 5% reduction in leverage below 50% (max 30)	Economic S	ecurity	
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Attachment 1a

"Detailed Listing of Developer's Experience"

Overview



GENERATION Generation Housing Partners (GHP) is a lead developer, owner, and asset manager of class A multi-family assets located throughout the southwest. The company was founded upon building relationships with communities, investors,

partners as well as residents. The principals of GHP have a track record of success with a wealth of industry experience. Generation Housing Partners' reputation for creating high-quality, well planned and quality multi-family properties proceeds itself. The principals of GHP have developed, constructed, and managed

over 7,000 units throughout the southwest. The principals of Generation Housing Partners have over 30 years of experience multi-family in development. Their experience includes acquisitions, financial analysis, due diligence & entitlements, 4% tax exempt mortgage revenue bonds, 9% housing tax credit equity, asset management and construction management.



The Heights at MacArthur (2021) – 78-unit Multifamily Development at 400 S MacArthur, Irving, TX.

Development List

GHP PRINCIPAL'S DEVELOPMENT PORTFOLIO

YEAR (AWARD)	Property	LOCATION	TYPE - FINANCING	TYPE OF CONSTRUCTION	# OF UNITS	TOTAL DEVELOPMENT COSTS
2011	Amber Stone Apartments	208 E. Crockett Street Beeville, Texas 78102	LIHTC-9%; HOME	Reconstruction - Uniform Relocation	54	\$7,610,208
2012	Heartland Village	749 Wildcat Way Sulphur Springs, Texas 75482	LIHTC-9%; HOME	New Construction	80	\$9,750,000
2013	Windy Ridge Apartments	10910 N. Ranch Road 620 Austin, Texas 78726	LIHTC-9%; Travis Co HFC Loan	New Construction	120	\$17,463,550
2013	Emma Finke Villas	1101 E. Kennedy Street Beeville, Texas 78102	LIHTC-9% ; USDA 515	RE-HAB	76	\$5,600,000
2013	The Estates at Ellington	635 Genoa Red Bluff Houston ,Texas	LIHTC-9%; Houston HFC Loan	New Construction	72	\$10,667,148
2015	Trails of Brady	1915 Nine Rd. Brady, Texas 76825	LIHTC-9%	New Construction	72	\$9,592,043
2015	Reserve at Engel	135 Engel Road New Braunfels, Texas 78132	LIHTC-9%	New Construction	96	\$16,213,362
2017	EMLI at Liberty Crossing	307 S. Goode Street Wilmer, Texas	LIHTC-4%	New Construction	240	\$36,845,852
2019	Heritage Estates at Huntsville	American Legions Dr & FM2821 Huntsville, Texas 77320	LIHTC-9%	New Construction	48	\$8,309,172
2019	Estates at Rockwell	7600 N. Rockwell Avenue Oklahoma City, Oklahoma	LIHTC-9%	New Construction	68	\$12,547,520
2019	Estates at Shiloh	2649 Centerville Road Dallas, Texas	LIHTC - 4%; DHFC Loan	New Construction RE-HAB	264	\$45,020,057
2019	Heritage Heights at Big Spring	120 Airbase Road Big Spring, Texas 79720	LIHTC-9%	New Construction	66	\$11,690,324
2019	Heritage Heights at Abilene	2501 Ross Avenue Abilene, Texas 79605	LIHTC-9%	New Construction	48	\$8,714,900
2020	Heritage Estates at Wells Branch (Owen-Tech)	14011 Owen-Tech Blvd. Austin, Texas 78728	LIHTC - 4%; NHTF	New Construction	174	\$35,163,021
2020	The Trails at Abilene	733 ES 27th Street Abilene, Texas 79602	LIHTC-9%	New Construction	48	\$10,787,626
2020	Westmoreland Station	2700 S. Westmoreland Rd Dallas, Texas	LIHTC - 4%; DHFC Loan	New Construction	248	\$59,467,192
2021	The Heights at MacArthur	400 S. MacArthur Blvd Irving, Texas	LIHTC-9%	New Construction	78	\$20,204,592
2022	Westview Heights at Denton	NWC FM 1173 & IH 35, Denton, Texas	LIHTC-9%	New Construction	132	\$30,158,672
2022	Heritage Estates at Emonds	1727 Edmonds Ln, Lewisville TX	LIHTC-9%	New Construction	48	\$15,299,354
2023	The Heights at Crowley	7500 Crowley Rd. Fort Worth, Texas	LIHTC-9%	New Construction	96	\$25,722,595
2023	The Trails at Big Spring	NEQ Airbase Rd & W 13th St., Big Spring, Texas	LIHTC-9%	New Construction	48	\$11,104,786
2023	Estates at Ferguson	9220 Ferguson Rd, Dallas, TX 75228	LIHTC-4% DHFC Loan	New Construction	164	\$48,612,939

\$456,544,913 2.340

Continued Success

GHP has had tremendous success with LIHTC transactions in recent years. Since 2019, GHP has closed and released to construction over 1000 units, with total development costs exceeding \$200 million. In the previous two years, 2022 & 2023, GHP has been awarded four 9% (Competitive) HTC awards from TDCHA to develop a combined 324 units (approximately \$50,000,000.00 in federal tax credits). This high volume of recent experience has allowed GHP to stay on top of current events impacting the LIHTC industry. Despite recent industry setbacks due to the international pandemic, construction price volatility, and supply chain issues, GHP has continued to adapt and grow. The company's goal for providing affordable housing for families continues to be at the forefront of the company's success.



Heritage Estates at Wells Branch (2020) – 174-unit Senior Living at 14011 Owen-Tech Blvd. Austin, TX 78728

Flagship Transactions & Partnerships

Westmoreland Station





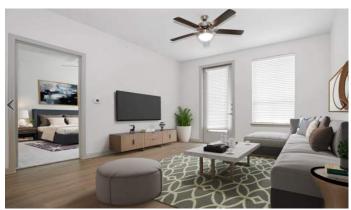
Overview: Westmoreland Station is a 248-unit, Class "A", mixed-income, transit-oriented development (TOD), targeted to appeal to Dallas-area families and young professionals. Situated on approximately 7.2 acres, at 2700 S Westmoreland Rd, Dallas, TX, Westmoreland Station provides residents with direct access to Dallas Area Rapid Transit (DART) light rail, without the need to cross a busy intersection or major thoroughfare. By providing mixed-income housing directly adjacent to the Westmoreland Dart Station, residents will have immediate, ADA accessible, and inexpensive access to transportation to the entire metroplex. Westmoreland Station is currently under construction and scheduled to deliver units by the third quarter of 2023.

As a mixed-income development, Westmoreland Station will provide one, two, and three-bedroom units at various income bands. The development includes income bands of 50% AMI, 60% AMI, and market- rate. Units will meet current green energy standards by providing Low-e windows, Low-flow fixtures, EnergyStar appliances, high R-value insulation, Low VOC paints, and High-efficiency HVAC units. Additionally, Westmoreland Station will provide a multitude of community amenities. These will include a resort style pool, fitness center, community center, outdoor plaza, and covered parking. Westmoreland Station will also provide a multitude of resident services including free after-school care, financial literacy classes, health and wellness classes, and homeownership classes.



Resident Services: In addition to providing at least 40 hours of resident services per month, the development also includes 3,000SF+ space leased to Kids University, an after-school tutoring and social-emotional learning (SEL) provider. KidsU offers after-school tutoring, summer camps, family services and community outreach for at-risk youth living in low- income apartment communities. More information on KidsU can be found at https://kids-u.org/.

Ownership Structure: Generation Housing Partners, LLC entered into an agreement with the Dallas Housing Finance Corporation (DHFC) for the development and management of Westmoreland Station. Westmoreland Station is owned by the limited partnership entity, TX Westmoreland 2020, Ltd. The General Partner, TX Westmoreland 2020 GP, LLC is owned and controlled by Dallas Housing Finance Corporation. Also included in the structure is the Special Limited Partner, TX Westmoreland 2020 SLP, LLC. This entity will consist of Generation Housing Partners, LLC, with a 50% ownership stake, and Hill Tide Housing Investments, LLC, with a 50% ownership stake. The tax credit investor, Monarch Private Capital, acts as the limited partner and has a 99% ownership share of TX Westmoreland 2020, Ltd. The partnership includes a 99-year lease back structure with Dallas Housing Finance Corporation as the landowner. The partnership leases the property from Dallas HFC through a onetime lease payment to Dallas HFC.



Westmoreland Station (248-unit multi-family development in Dallas, Texas at 2700 S Westmoreland Rd.)

Estates at Shiloh

Overview: The Estates at Shiloh is a 264- unit, Class "A", active senior-living development consisting of 40 townhomes and 224 apartment units, for residents aged 62 and older. The total development costs exceed \$46 Million. The development serves multiple income bands by providing 30% AMI, 50% AMI, 60% AMI, 120% AMI and market-rate units. Located near the northwest corner of Shiloh Road and Centerville Road, the development site is situated on approximately 15 acres and is properly zoned for elderly multifamily development. The development includes the renovation of 40 existing townhomes, as well as the complete renovation of an existing 9,000 square foot community center. The new construction component of the development includes 224 elderly units located in a series of four, three-story congregate-type buildings. These units will include



Estates at Shiloh (264-unit senior-living development in Dallas, Texas at 10725 Shiloh Rd.) resort-style pool. Estates at Shiloh was completed in the last quarter of 2022 and is fully leased and converted to permanent loan.

ventilated corridors and accessible elevators. Additionally, all elevator served units will be ADA accessible or adaptable. Lush landscaping, lighted sidewalks, and a community garden will be incorporated into the design to create connectivity between the townhomes, common amenities, and the congregate buildings. The was completed in the last quarter of 2022 is currently over 90% occupied.



Estates at Shiloh - Community Theater Room



Estates at Shiloh - Building Elevations

Ownership Structure:

The Estates at Shiloh is owned the limited partnership entity, TX Casa View 2018, Ltd. The General Partner, TX Casa View 2018 GP, LLC is owned by Dallas Housing Finance Corporation and Housing Channel, Inc. with ownership percentages of 49% and 51%, respectively. Also included in the structure is the Special Limited Partner, TX Casa View 2018 SLP. This entity consists of Generation Housing Partners, LLC, with a 50% ownership stake, and Hill Tide Development, LLC, with a 50% ownership stake. The tax credit investor, Monarch Private Capital, acts as a limited partner and has a 99% ownership share of TX Casa View 2018, Ltd. The development team has a 99-year lease back structure with Dallas Housing Finance Corporation as the land owner. The partnership will lease the property from Dallas HFC through a one-time lease payment to Dallas HFC in an amount equivalent to the sales price and closing costs associated with the land acquisition.

Heritage Estates at Wells Branch

Overview: The Estates at Shiloh is a 174- unit, Class "A", active senior-living development consisting of 174 apartment units, for residents aged 55 and older. The total development costs exceed \$35 Million. The development serves multiple income bands by providing 30% AMI, 50% AMI, 60% AMI, and market-rate units. Located along the I-35 corridor in north Austin, the development site is situated on approximately 5 acres and is in the Austin ETJ. The development includes two fourstory buildings with elevators, a theatre room, community room, arts and crafts room, community laundry room (as well as in-unit laundry connections), fitness center, & business center. The development was completed in the last quarter of 2022, is currently approximately 90% occupied, and estimated to convert to permanent loan around November of 2023.



Heritage Estates at Wells Branch (174-unit senior-living development in Austin, Texas at 14011 Owen-Tech Blvd.). Heritage Estates at Wells Branch was completed in the last quarter of 2022 is over 50% occupied as of March 2023.

Ownership Structure:

Heritage Estates at Wells Branch is owned by the limited partnership entity, TX Owen Tech 2018, Ltd. **The General Partner, TX Owen Tech 2018 GP, LLC is owned 100% by Housing Authority City of Austin (HACA).** Also included in the structure is the Special Limited Partner, TX Owen Tech 2018 SLP. This entity consists of Generation Housing Partners, LLC, with a 50% ownership stake, and Hill Tide Development, LLC, with a 50% ownership stake. The tax credit investor, Monarch Private Capital, acts as a limited partner and has a 99% ownership share of TX Owen Tech 2018, Ltd.



Heritage Estates at Wells Branch –
Arts and Crafts Room



Heritage Estates at Wells Branch – Building Elevations

The Heights at MacArthur

Overview: The Estates at Shiloh is a 76, Class "A", multifamily development consisting of 76 affordable apartment units for families. The total development costs exceed \$21 Million. The development serves multiple income bands by providing 30% AMI, 50% AMI, and 60% AMI units. Located in south Irving, TX, the development site is situated on approximately 5 acres and is immediately next to John Haley Elementary School. The development includes two three-story residential buildings and a separate clubhouse building, as well as a resort style pool, fitness room, community room, after school



The Heights at MacArthur (76-unit multi-family development in Irving, Texas at 400 S MacArthur Blvd). The Heights at MacArthur closed and started construction in November 2022. Construction is expected to be completed in April 2024.

classroom, community laundry room (as well as in-unit laundry connections), and dog park. The development closed and started construction in November 2022. Construction is expected to be completed in April 2024. GHP entered into a Development Agreement with the City of Irving to purchase City-owned land and redevelop the property. The development agreement sets forth specific design requirements including 70% masonry façade, various common amenities (pool, fitness center, business center).

Ownership Structure:

The Heights at MacArthur is owned by the limited partnership entity, TX Macarthur 2021, Ltd. The General Partner, TX Macarthur 2021 GP, LLC consists of Generation Housing Partners, LLC, with a 50% ownership stake, and Hill Tide Development, LLC, with a 50% ownership stake. The tax credit investor, Hunt Capital Partners, acts as a limited partner and has a 99% ownership share of TX Macarthur 2021, Ltd.





Granite Countertops in All Units



Proposed Resort-Style Pool



Attachment 1b

"Certificate of Status"





Franchise Tax Account Status

As of: 05/03/2024 08:13:59

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

GENERATIO	GENERATION HOUSING PARTNERS, LLC				
Texas Taxpayer Number	32064795472				
Mailing Address	17440 DALLAS PKWY STE 120 DALLAS, TX 75287-7307				
Right to Transact Business in Texas	ACTIVE				
State of Formation	TX				
Effective SOS Registration Date	09/08/2017				
Texas SOS File Number	0802810478				
Registered Agent Name	ADRIAN IGLESIAS				
Registered Office Street Address	17440 NORTH DALLAS PARKWAY, SUITE 120 DALLAS, TX 75287				



Attachment 1c

"Statement of Confidence"

Not applicable; Principals of applicant team have development experience in the City of Austin.



Attachment 2a

"Resumes of Principals"

Team Member Roles and Resumes



Lead Developer – Generation Housing Partners, LLC: Generation Housing Partners(GHP), will act as the lead developer for the Cameron HiLine. GHP is led by Adrian Iglesias and Chris Applequist. Collectively, Adrian and Chris have been involved in the development and operation of over 7,000 affordable housing units, located throughout the southwest. Both Adrian and Chris remain actively involved in every aspect of the development process. This ensures that there is no deviation from the development plan from concept to completion. As the lead developer for the Cameron HiLine, GHP will be responsible for the following tasks:

- Financial Analysis
- Engagement of design consultants
- Coordination with Management Team
- Negotiation of Operating Agreement
- Negotiation with Lender
- All Due Diligence Activities
- Post Award Activities

- Procurement of required Reports
- Execution of GC Contract
- Value Engineering and Design Lead
- Management and Asset Management Oversight
- Negotiation with Equity Investor
- Bond Placement

Resumes

Adrian Iglesias - Managing Partner of Generation Housing Development:

Mr. Iglesias offers over 20 years of specialized experience in Multifamily Residential Development. Adrian has originated 4,000 units throughout Texas, Mississippi, Louisiana, Illinois, and Indiana with total development costs exceeding \$385,000,000. Adrian utilizes his knowledge of complex financial structures, including LIHTC, HUD, TCAP, USDA, federal grants, state subsidies and partnerships, to successfully procure these developments. With careful collaboration of the development team, Adrian maintains involvement in all GHP projects from concept to completion. From site selection, feasibility, application, finance and stabilization, Adrian has a track record of ensuring that yields are maximized, support is granted from civil leaders, and communities are enhanced. Mr. Iglesias studied business administration and real estate finance at the University of Dallas.

Chris Applequist - Managing Partner of Generation Housing Development

Mr. Applequist has over 15 years of experience in multifamily development and has successfully developed approximately 2,700 units consisting of student housing, senior housing, conventional market-rate apartments, luxury condominiums, and affordable apartments. Chris joined GHP in 2017 and was previously a senior development associate with one of the largest affordable housing developers in the country, overseeing development activities throughout the southwestern United States. Mr. Applequist holds a Bachelor of Business Administration from the University of North Texas and a Master's Certificate in Real Estate Finance and Development from the University of Texas in Arlington.

Co-Developer/ Partner - Hill Tide Partners, LLC: Hill Tide Partners was founded by Bob Long and Dan



Winters, two respected industry veterans, as a real estate investment company that provides growth capital and investment services to its partners. The firm leverages the partners' combined experience of more than 35 years in the Real Estate and Low-Income Housing Tax Credit (LIHTC) industry to develop synergies across its partner operating companies. The founders believe that everyone deserves

affordable housing and strive to have a positive impact on communities through housing development. Founders Bob Long and Dan Winters continue to act as hands-on development partners and through long-term relationships with some of the nation's most respected capital partners, provide a high level of financial benefit to the projects in which they are involved. Mr. Long and Mr. Winters will be involved in the following roles:

- Financial Analysis
- Equity and Debt Placement
- Loan Negotiation

- Guarantor
- Plan Review
- Asset Management

Resumes

Bob Long – Managing Partner of Hill Tide Partners

Bob Long is a Managing Partner at Hill Tide Partners, LLC. Bob acts as Hill Tide's Chief Financial Officer and is responsible for overseeing strategic partnerships in the Southeast and Texas. Bob has over 18 years of real estate acquisitions and management experience including over 14 years of LIHTC acquisitions and closing responsibilities. Prior to founding Hill Tide Partners, Bob worked for two nationally recognized tax credit syndicators, a leading global consulting firm, and a national multifamily REIT. Mr. Long received both a B.A. and M.B.A. from the University of Florida.

Dan Winters – Managing Partner of Hill Tide Partners

Dan Winters is a Managing Partner at Hill Tide Partners, LLC. Dan acts as Hill Tide's Chief Operating Officer and is responsible for overseeing strategic partnerships in the Mid-Atlantic and Midwest. Dan has over 14 years of real estate acquisitions and management experience all pertaining to LIHTC acquisitions. Prior to his role at Hill Tide Partners, Dan was responsible for originations and acquisitions for two nationally recognized tax credit syndicators, one for eight years in the Midwest and one for six years in the Southeast, Mid-Atlantic, and Texas. Dan received his Bachelor of Science degree from the University of Florida and his Master of Business Administration degree from Duke University's Fuqua School of Business.



Attachment 2b

"Resumes of Development Team"

Development Team Members

The requested information on all known Development Team members must be provided. In addition to the categories listed below, the "Other" category should be used to list all known Development Team members that are included in the "Development Cost Schedule." If the team member that will be utilized is not yet known, indicate "TBD." If it is anticipated that the Development Team category will not be utilized, indicate "N/A."

* If there is a direct or indirect, financial, or other interest with Applicant or other team members, provide an attachment behind this form in the Application that explains the relationship(s). Tin is required!

Developer:				
GHT Development II, LLC	Adrian Iglesias		(214) 613-6569	
	Contact Name		Phone	
aiglesias@ghdevelopment.com	TBD	0		
Email	Proposed Fee	Tax ID	Number (TIN)	
Certified Texas HUB? No		Tin required!		
This is a direct or indirect, financial, or o	other interest with Applicant or other	team members*	Yes	
Housing General Contractor:	·			
Journeyman Group	David Gregorcyk		512.423.1328	
	Contact Name		Phone	
dana a a varile @ la coma a coma a cama	TDD	0		

Journeyman Group	David Gregorcyk	512.423.1328			
	Contact Name	Phone			
dgregorcyk@journeymanco.com	TBD	0			
Email	Proposed Fee	Tax ID Number (TIN)			
Certified Texas HUB? No					
This is a direct or indirect, financial, or other interest with Applicant or other team members*					

Infrastructure General Contractor:

0	0		() -	
Contact Na		me	Phone	
0		\$0.00	0	
Email		Proposed Fee	Tax ID Number (TIN)	
Certified Texas HUB?	0			
This is a direct or indirect, financial,	or other interest wi	th Applicant or other team m	embers* 0	

Cost Estimator:

Journeyman Group		David Gregorcyk			512.423.1328	
		Contact Name			Phone	
dgregorcyk@journeymanco.com		TBD	0			
Email		Proposed Fee	Tax ID	Tax ID Number (TIN)		
Certified Texas HUB?	No					
This is a direct or indirect	t, financial, or	other interest wit	th Applicant or other tea	m members*	No	

Architect:

Arrive Architecture Group		J. Marc Tols	J. Marc Tolson		(817) 514-0584	
		Contact Name			Phone	
marc@arriveag.com		TBD	0			
Email		Proposed Fee	Tax ID	Tax ID Number (TIN)		
Certified Texas HUB?	No					
This is a direct or indirect	t, financial, or	other interest wi	th Applicant or other team	members*	No	

7/30/2023 12:40 PM

Engineer:

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	Co	ontact Nar	ne	_	Phone
0			\$0.00	0	
Email			Proposed Fee	Tax IC	Number (TIN)
Certified Texas HUB?	0				
This is a direct or indirect, fir	ancial, or other i	interest wi	th Applicant or other to	eam members*	0

Civil Engineer:

AMC Design Group	Chris McComb	512.385.2911
	Contact Name	Phone
chris@amcdesigngroup.com	TBD	0
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? No		
This is a direct or indirect, financial,	or other interest with Applicant or other te	eam members* No

Market Analyst:

Apartment Market Data		Darrel Jack			(210) 530-0040
		Contact Na	me		Phone
djack@stic.net			TBD	0	
Email		_	Proposed Fee	Tax ID	Number (TIN)
Certified Texas HUB?	No				
This is a direct or indirect	t, financial, or o	other interest wi	th Applicant or other tea	am members*	No

Appraiser:

N/A		0			() -
	_	Contact Name	<u> </u>	_	Phone
0			\$0.00	0	
Email			Proposed Fee	Tax ID	Number (TIN)
Certified Texas HUB?	0				
This is a direct or indirect, fin	ancial, or othe	er interest with	Applicant or other tea	nm members*	* 0

Attorney:

Winthrop & Weinstine, P.A. Jeff S. Drenr		nan		612.604.6730	
		Contact Nar	ne		Phone
jdrennan@winthrop.com			TBD	0	
Email			Proposed Fee	Tax II	Number (TIN)
Certified Texas HUB?	No				
This is a direct or indirect	, financial, or	other interest wi	th Applicant or other tea	am members'	* No

Accountant:

Cohn Reznick Mike Celkis		Mike Celkis	(512) 499-1422
		Contact Name	Phone
mike.celkis@CohnReznick.com		TBD	22-1478099
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	No		
This is a direct or indirect	t, financial, or	other interest with Applicant or other te	am members* No

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Asset Living	Hugh Cobb	(972) 582-085
0	Contact Name	Phone
nugh.cobb@assetliving.com	TBD	0
mail	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? No		
This is a direct or indirect, financial, or	other interest with Applicant or oth	ner team members* No
Originator of Underwriter:	··	
Bellwether	Jon Killough	(205) 588-605
	Contact Name	Phone
on.killough@bwe.com	TBD	0
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? No		
his is a direct or indirect, financial, or	r other interest with Applicant or oth	ner team members* No
	The second secon	
Bond Issuer:	Ron Kowal	E12 477 4400
Austin Affordable PFC, Inc.	Contact Name	512-477-4488 Phone
1.01		
Onk(a)hacanet Org	IRD	0
	TBD Proposed Fee	Tax ID Number (TIN)
Email	Proposed Fee	Tax ID Number (TIN)
ronk@hacanet.org Email Certified Texas HUB? O	Proposed Fee	Tax ID Number (TIN)
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Email Certified Texas HUB? This is a direct or indirect, financial, or syndicator: Affordable Housing Partners	Proposed Fee other interest with Applicant or oth Robert Johnston Contact Name	Tax ID Number (TIN)
Email Certified Texas HUB? This is a direct or indirect, financial, or Syndicator: Affordable Housing Partners RJohnston@berkahp.com	Proposed Fee other interest with Applicant or oth Robert Johnston Contact Name TBD	Tax ID Number (TIN) ner team members* O Phone O
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This is a direct or indirect, financial, or other interest with Applicant or other team members*

\$0.00

Email

Certified Texas HUB?

Proposed Fee

Stewart Title Company	Carol Erick		(214) 556-548
	Contact Na	me	Phone
carol.erick@stewart.com		TBD	0
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? No			
	other interest w	ith Applicant or other tea	am members* No
Amplication Consultant		·	
Application Consultant:	Audrov Ma	rtin	(512) 650 620
Purple Martin Real Estate	Audrey Ma Contact Na		(512) 658-638 Phone
audrey@purplemartinre.com	Contact Na	TBD	47-4682655
Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? Yes			
Γhis is a direct or indirect, financial, or	other interest w	ith Applicant or other tea	am members* No
ESA Provider:			
Phase Engineering	Diana Hedr	ick	(832) 485-222
	Diana Hedr Contact Na	me	Phone
Diana@PhaseEngineering.com	_	me TBD	Phone 75-2502360
Diana@PhaseEngineering.com Email	_	me	Phone
Diana@PhaseEngineering.com Email	_	me TBD	Phone 75-2502360
Diana@PhaseEngineering.com Email Certified Texas HUB? No	Contact Na	me TBD Proposed Fee	Phone 75-2502360 Tax ID Number (TIN)
Diana@PhaseEngineering.com Email Certified Texas HUB? No This is a direct or indirect, financial, or	Contact Na other interest w	me TBD Proposed Fee	Phone 75-2502360 Tax ID Number (TIN)
Diana@PhaseEngineering.com Email Certified Texas HUB? No This is a direct or indirect, financial, or Scope and Cost Review (formerly PCA	Contact Na other interest w	me TBD Proposed Fee	Phone 75-2502360 Tax ID Number (TIN)
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Diana@PhaseEngineering.com Email Certified Texas HUB? No This is a direct or indirect, financial, or Scope and Cost Review (formerly PCA Not Applicable Demail Certified Texas HUB? 0 This is a direct or indirect, financial, or Preservation Consultant:	other interest w) Provider: O Contact Na other interest w	me TBD Proposed Fee ith Applicant or other tea me \$0.00 Proposed Fee	75-2502360 Tax ID Number (TIN) am members* No () - Phone O Tax ID Number (TIN) am members* 0
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Email		Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	0		
This is a direct or indirect, fin	ancial, or other int	terest with Applicant or other tea	am members*

Other: Please specify

0		0			() -
		Contact Nar	ne		Phone
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Certified Texas HUB?	0				
This is a direct or indirect, fin	ancial, or oth	er interest wi	th Applicant or other tean	n members*	0

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SERVICES

General Contracting
Construction Management
Design/Build
Multi-family Development
Senior Housing
Development
Hospitality Development

Journeyman Construction, LLC was founded in 1996 and since its inception has completed over \$2 billion of work. The company has grown to become one of the largest construction firms in Texas. Its affiliate, Journeyman Group, is the number two multi-family developer in Austin as ranked by the Austin Business Journal for 2021.

The company's portfolio includes projects specializing in multi-family developments, senior living accommodations, and hospitality. Journeyman maintains a payment and performance bonding program underwritten by Liberty Mutual Surety, with capacity up to \$150 million.

For the past 10 years, the focus of the Journeyman companies has been the development and construction of multifamily housing in the Austin area pursuing in house development as well as general contracting for other multifamily developers. Our projects include urban podium over below grade parking or wrap to precast garage above grade as well as 3 to 4 story garden style walkups of typically 300 to 500 Units.

Over more than 25 years, Journeyman Construction has built an outstanding construction team capable of providing full project staffing from Executive level management through onsite supervision, scheduling, risk management, accounting, estimating and IT services. Our construction division is typically providing project management teams for 5 to 7 third party and in house development projects concurrently at any given time.

Journeyman's success is rooted in the drive and professionalism of its founder and president, Sam Kumar, and the team of executives, construction professionals and support personnel that he has assembled over the last two decades.

We are proud to offer our collective experience and expertise for construction projects of any size. A few of our completed projects are detailed on the following pages, please see more of our construction projects, available properties and business profile information at: www.journeymanco.com,

www.journeymangroup.com and www.jciresidential.com.



Contractor's Qualification Statement AlA Document A305 Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED MA DOCUMENT MAY BE MADE BY USING AIA

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	ght 1964, 1969, 1979, 1986 by The American Institute of Architects, 1 or substantial quotation of its provisions without written permission tion	•	
	Undersigned certifies under oath that the information ading.	n provided herein is true and sufficiently comp	plete so a
SUBM	MITTED TO:		
ADDI	RESS:		
		Corporation Partnership Individual Joint Venture Other (Limited Liability Company)	[] [] [] [X]
SUBM	MITTED BY: Journeyman Construction, LLC, a Texa	as limited liability company	
NAM	E: David Gregorcyk, Vice President		
ADDI	RESS: 1000 N. Lamar, Suite 400, Austin, Texas 78703		
PRIN	CIPAL OFFICE: 1000 N. Lamar, Suite 400, Austin,	Texas 78703	
NAM	E OF PROJECT (if applicable): Augustine Apartmer	nts	
TYPE	OF WORK (file separate form for each Classification	n of Work):	
[X]	General Construction	[] HVAC	
[]	Plumbing	[] Electrical	
[]	Other (please specify)		

1. **ORGANIZATION**

- 1.1 How many years has your organization been in business as a Contractor?
- 1.2 How many years has your organization been in business under its present business name?
 - 1.2.1 Under what other or former names has your organization operated? Journeyman Company, Inc., Journeyman Construction, LP and Journeyman Construction, Inc.
- 1.3 If your organization is a corporation, answer the following:
 - 1.3.1 Date of incorporation:
 - 1.3.2 State of incorporation:
 - 1.3.3 President's name:
 - 1.3.4 Vice-president's name(s):
 - 1.3.5 Secretary's name:
 - 1.3.6 Treasurer s name:
 - If your organization is a partnership, answer the following:
 - 1.4.1 Date of organization:
 - 1.4.2 Type of partnership (if applicable):
 - 1.4.3 Name(s) of general partner(s):
 - 1.5 If your organization is individually owned, answer the following:
 - 1.5.1 Date of organization:
 - 1.5.2 Name of owner:
 - 1.6 If the form of your organization is other than those listed above, describe it and name the principals:
 - 1.6.1 Date of formation: August 28, 1996
 - 1.6.2 State of formation: Texas
 - 1.6.3 President's name: Sam Kumar
 - 1.6.4 Vice-president's name(s): Judy Fisher, David Gregorcyk and Gary Willard
 - 1.6.5 Secretary's name: Judy Fisher
 - 1.6.6 Treasurer s name: Judy Fisher

. LICENSING

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Journeyman is a general contracting firm and is legally qualified to do business in Texas.

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

Texas

3. EXPERIENCE

3.1 List the categories of work that your organization normally performs with its own forces.

Rough carpentry; miscellaneous concrete work

- 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)
 - **3.2.1** Has your organization ever failed to complete any work awarded to it? **No.**
 - **3.2.2** Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Journeyman is currently a defendant in one pending lawsuit involving an auto accident. The matter is fully insured and has no effect on our financial status.

- 3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?
 No.
- 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)
 No.

3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Please see the attached Current Project List.

3.4.1 State total worth of work in progress and under contract: \$215,712,544

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Please see the attached Completed Projects List.

- 3.5.1 State average annual amount of construction work performed during the past five years: \$106,358,735
- 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

 Please see the tab marked "Resumes" for key individuals.

4. REFERENCES

4.1 Trade References:

Please see the attached Trade References.

4.2 Bank References

Please see the attached Bank Reference.

- 4.3 Surety:
 - **4.3.1** Name of bonding company:

Liberty Mutual Insurance Company

Bonding Capacity: \$75 million per project; \$150 million aggregate

4.3.2 Name and address of agent:

IBTX Risk Services 32335 US-281 Suite 1201 Bulverde, Texas 78163 Attention: Betty Reeh

5. FINANCING

- **5.1** Financial Statement.
 - **5.1.1** Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income. deposits, materials inventory and prepaid expenses);
 - Net Fixed Assets;
 - Other Assets;
 - Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 - Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
 - 5.1.2 Name and address of firm preparing attached financial statement, and date thereof: RSM US, LLP
 - **5.1.3** Is the attached financial statement for the identical organization named on page one? **Financial Statement available upon request.**
 - **5.1.4** If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent-subsidiary).
- 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction? Yes.

so as not to be misleading.

SIGNATURE

6.

6.1	Dated at Austin, Texas thisday of, 2023
	Name of Organization: Journeyman Construction, LLC
	By: Docusigned by: David Cregorcyk
	Title: Vice President
6.2	
David	Gregorcyk, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete

Subscribed and sworn before me this day of pril, 2023

Notary Public:

My Commission Expires:

11 3 2024

Tiffany Marie Fincher
Notary Public, State of Texas
Comm. Expires 11/03/2024
Notary ID 1039220-1

JOURNEYMAN CONSTRUCTION CURRENT PROJECT LIST

3/7/2023

Project	Prime or Subcontract	Owner	Owner Contact Information	Architect/Engineer Address	Architect/Engineer Contact Information	Contract Type	Contract Amount	Status	Notice to Proceed	% Complete	Scheduled Completion Date
Paloma Apartments	Prime	Paloma Luxury Apartments, LP 1000 N. Lamar, Suite 400 Austin, TX 78703	Mr. Kurt Goll P: 512.247.7000	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Mr. Brian Rumsey P: 972-398-6644	Negotiated	\$34,316,568	Active	July 19, 2021	96%	March 11, 2023
Delco Flats	Prime	Springdale Manor Apartments, LP 1000 N. Lamar, Suite 400 Austin, TX 78703	kgoll@jciresidential.com Mr. Kurt Goll P: 512.247.7000 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	brumsey@crossarchitects.com Mr. Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	Negotiated	\$22,578,917	Active	December 15, 2021	89%	August 7, 2023
Avery Ranch Apartments	Prime	Avery Ranch Apartments, LP 1000 N. Lamar, Suite 400 Austin, TX 78703	Mr. Ross Hamilton P: 512-247-7000 rjamilton@journeymanco.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Mr. Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	Negotiated	\$35,726,487	Active	February 18, 2022	73%	December 10, 2023
Three Hills Apartments	Prime	Three Hills Apartments, LP 1000 N. Lamar, Suite 400 Austin, TX 78703	Mr. Ross Hamilton P: 512-247-7000 rjamilton@journeymanco.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Mr. Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	Negotiated	\$37,987,367	Active	February 15, 2022	61%	December 7, 2023
Windsor Park Tower	Prime	Windsor Park Tower, LP 1000 N. Lamar, Suite 400 Austin, TX 78703	Mr. Kurt Goll P: 512.247.7000	Wilder Belshaw Architects, Inc. 3875 Point Avenue, Suite 410 Addision, TX 75001	Mr. Bill Belshaw P: 214-969-0500	Negotiated	\$42,770,404	Active	February 25, 2022	52%	May 15, 2024
Park South Apartments	Prime	Park South Apartments, LP 1000 N. Lamar, Suite 400 Austin, TX 78703	Mr. Kurt Goll P: 512.247.7000 kgoll@jciresidential.com	Kelly Grossman Architects, LLC 260 Addie Roy Road, Suite 210 Austin, TX 78746	Mr. Brian Lucke P: 512.327.3397	Negotiated	\$53,218,976	Active	July 29, 2022	19%	June, 2024

\$226,598,719

JOURNEYMAN CONSTRUCTION COMPLETED PROJECT LIST

3/7/2023

	Prime or				Architect/Engineer		
Project	Subcontract	Owner	Owner Contact Information	Architect/Engineer Address	Contract Information	Contract Amount	Completion Da
Water Oak Apartments	Prime	Water Oak Apartments, LP	Mr. Ross Hamilton	Cross Architects	Mr. Brian Rumsey	\$31,954,338	1-Jan-23
		1000 N. Lamar Blvd., Suite 400	P: 512.247.7000	1255 West 15th Street, Suite 125	P: 972-398-6644		
		Austin, TX 78703		Plano, TX 75075			
			rhamilton@journeymanco.com		brumsey@crossarchitects.com		
ligh Point Preserve Apartments	Prime	High Point Preserve, LP	Mr. Kurt Goll	Cross Architects	Mr. Brian Rumsey	\$45,945,500	1-Jan-23
		1000 N. Lamar, Suite 400	P: 512.247.7000	1255 West 15th Street	P: 972-398-6644		
		Austin, TX 78703		Suite 125			
			kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
luebonnet Preserve Apartments	Prime	Bluebonnet Preserve Apartments, LP	Mr. Kurt Goll	Cross Architects	Mr. Brian Rumsey	\$33,932,297	1-Feb-23
		1000 N. Lamar, Suite 400	P: 512.247.7000	1255 West 15th Street	P: 972-398-6644		
		Austin, TX 78703		Suite 125			
			kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
Bridge at Turtle Creek	Prime	Bridge at Turtle Creek	Mr. Kurt Goll	Wilder Belshaw Architects, Inc.	Mr. Bill Belshaw	\$34,904,000	1-Feb-23
		1000 N. Lamar, Suite 400	P: 512.247.7000	3875 Point Avenue, Suite 410	P: 214-969-0500		
		Austin, TX 78703		Addision, TX 75001			
			kgoll@jciresidential.com		brumsey@crossarchitects.com		
Owen Tech	Prime	Austin Affordable Housing Corporation		HEDK Architects	Mr. Carlos Melendez	\$21,594,352	1-Sep-22
		1124 S. IH 35		4202 Baletway Drive	P: 214-520-8878		
		Austin, TX 78704		Addision, TX 75001	cmelendez@hedk.com		
Avery Oaks Apartments	Prime	Avery Oaks, LP	Mr. Kurt Goll	Cross Architects	Mr. Brian Rumsey	\$28,960,560	9-Feb-22
, and a parametric		1000 N. Lamar, Suite 400	P: 512.247.7000	1255 West 15th Street	P: 972-398-6644	Ψ=0,000,000	0 . 0.5 ==
		Austin, TX 78703		Suite 125			
			kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
Pioneer Hill Apartments	Prime	Pioneer Hill Apartments, LP	Mr. Ross Hamilton	Cross Architects	Mr. Brian Rumsey	\$27,951,894	1-Jul-21
		1000 N. Lamar, Suite 400 Austin, TX 78703	P: 512-247-7000	1255 West 15th Street Suite 125	P: 972-398-6644		
		Addull, 1X 10100	rjamilton@journeymanco.com	Plano, TX 75075	brumsey@crossarchitects.com		
Granada Apartments	Prime	Bridge at Granada, LLC	Mr. Ross Hamilton	Cross Architects	Mr. Brian Rumsey	\$24,401,900	May-21
		1000 N. Lamar, Suite 400	P: 512-247-7000	1255 West 15th Street	P: 972-398-6644		
		Austin, TX 78703		Suite 125			
Footridge Aportments	Prime	Eastridge DV, LLC	rjamilton@journeymanco.com	Plano, TX 75075 Cross Architects	brumsey@crossarchitects.com Mr. Brian Rumsey	\$28,730,394	Aug 20
Eastridge Apartments	Prime	1000 N Lamar, Suite 400	Mr. Ross Hamilton P: 512-247-7000	1255 West 15th Street	P: 972-398-6644	\$20,730,394	Aug-20
		Austin, TX 78703	1 . 312-241-1000	Suite 125	1 : 372-330-0074		
Austin, TX			rjamilton@journeymanco.com	Plano, TX 75075	brumsey@crossarchitects.com		
Palo Alto Apartments	Prime	Palo Alto Luxury Apartments, LP	Mr. Kurt Goll	Cross Architects	Mr. Brian Rumsey	\$28,527,120	Mar-21
		1000 N. Lamar, Suite 400	P: 512.247.7000	1255 West 15th Street	P: 972-398-6644		
Austin TV		Austin, TX 78703	kgall@igiragidantial.gam	Suite 125	harring and the state of the		
Austin, TX Soco Assisted Living	Prime	SoCo Assisted Living, LLC	kgoll@jciresidential.com Mr. Patrick Riordan	Plano, TX 75075 DFD Architects, Inc.	brumsey@crossarchitects.com Mr. William A. Davies	\$ 12,509,000.00	Sep-20
& Memory Care		1000 N Lamar, Suite 400	P: 512-247-7000	305 W, Wukkis Street	P: 512-259-4175	Ψ 12,000,000.00	0cp-20
		Austin, TX 78703		Suite 101			
Austin, TX			priordan@journeymanco.com	Leander, TX 78641	wdavies@dfdarch.com		
St Johns West Apartments	Prime	St Johns West, LLC	Mr. Ross Hamilton	Wilder Belshaw Architects	Mr. Bill Belshaw	\$29,674,248	Mar-20
		1000 N Lamar, Suite 400	P: 512.247.7000	3875 Ponte Avenue	P: 214.969.0500		
Austin, TX		Austin, TX 78703	rhamilton@igurnaymanaa as	Suite 410	holchaw@wildorholchaw ac		
Austili, IA			rhamilton@journeymanco.com	Addison, TX 75001	belshaw@wilderbelshaw.com		

Flats at ShadowGlen	Prime	Right Quest ShadowGlen Flats, LLC	Mr. Ryan M. Harden	Cross Architects	Mr. Brian Rumsey	\$23,568,998	Mar-20
		5057 Keller Springs Road, Suite 300	P: 469-718-5504	1255 West 15th Street	P: 972-398-6644		
		Addison, TX 75001		Suite 125			
Manor, TX			rharden@rightquestllc.com	Plano, TX 75075	brumsey@crossarchitects.com		
Buda Oaks Assisted Living	Prime	Buda House Assisted Living, LLC	Mr. Patrick Riordan	DFD Architects, Inc.	Mr. William A. Davies	\$12,176,760	Mar-20
& Memory Care		1000 N Lamar, Suite 400	P: 512-247-7000	305 W, Wukkis Street	P: 512-259-4175		
		Austin, TX 78703		Suite 101			
Buda, TX			priordan@journeymanco.com	Leander, TX 78641	wdavies@dfdarch.com		
Santa Clara Apartments	Prime	Santa Clara, LLC	Mr. Kurt Goll	Cross Architects	Mr. Brian Rumsey	\$24,927,876	Jan-20
		1000 N Lamar, Suite 400	P: 512.247.7000	1255 West 15th Street	P: 972-398-6644		
		Austin, TX 78703		Suite 125			
Austin, TX			kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
Stone Hill Apartments	Prime	Pflugerville Stonehill, LLC	Mr. Kurt Goll	Cross Architects	Mr. Brian Rumsey	\$27,735,809	Dec-19
		1000 N Lamar, Suite 400	P: 512.247.7000	1255 West 15th Street	P: 972-398-6644		
		Austin, TX 78703		Suite 125			
Pflugerville, TX			kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
he Philomena Assisted Living &	Prime						
Memory Care		Philomena Assisted Living, LLC	Mr. Patrick Riordan	DFD Architects, Inc.	Mr. William A. Davies	\$11,700,000	Nov-19
		1000 N. Lamar, Suite 400	P: 512.247.7000	305 W, Wukkis Street	P: 512-259-4175		
		Austin, TX 78703		Suite 101			
Buda, TX		•	priordan@journeymanco.com	Leander, TX 78641	wdavies@dfdarch.com		
FLORA Apartments	Prime	FLORA Middle Fiskville, LLC	Mr. Ross Hamilton	Wilder Belshaw Architects	Mr. Bill Belshaw	\$20,475,369	May-19
		1000 N. Lamar Blvd.	P: 512.247.7000	3875 Ponte Avenue	P: 214.969.0500	, .,,	
		Suite 400	1	Suite 410			
Austin, TX		Austin, TX 78703	rhamilton@journeymanco.com	Addison, TX 75001	belshaw@wilderbelshaw.com		
Locker Room Renovations to	Prime	Corpus Christi ISD	Mr. John Dibala	SolkaNavaTorno, LLC	Ray Torno	\$829,430	Aug-19
Browne, Martin & Hamlin MS	Fillile	P.O. Box 110	John.dibala@ccisd.us	6262 Weber Road	P: 361-854-1471	Ψ023,430	Aug-13
browne, martin & riamini ws		Corpus Christi, TX 78403	Joint.dibala@ccisd.ds	Suite 78413	F: 361-854-1470		
		Corpus Criristi, 17 70403					
On which TV				Corpus Christi, Texas 78413	rtorno@sntarchitects.com		
Corpus Christi, TX	Duine	Flare Die# IOD	Deiter Calana	OalhaNavaTawaa III O	D T	£405.007.00	A 40
Flour Bluff ISD Brick Repairs	Prime	Flour Bluff ISD	Brian Schuss	SolkaNavaTorno, LLC	Ray Torno	\$135,387.00	Apr-19
		2505 Waldron Road	P: 361-694-9212	6262 Weber Road	P: 361-854-1471		
			F: 361-694-9735	Suite 78413	F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, Texas 78418	bschuss@flourbluffschools.net	Corpus Christi, Texas 78413	rtorno@sntarchitects.com		
Haas Middle School	Prime	CCISD	Mr. John Dibala	Gignac Architects		\$6,943,000	18-Nov-19
Additions & Renovations		801 Leopard Street	Ph: 361-695-7460	416 Starr Street	P: 361-884-2661		
		Corpus Christi, TX 78403	Fax: 361-886-9192	Corpus Christi, TX 78401			
Corpus Christi, TX			John.dibala@ccisd.us				
Estancia Villas	Prime	Estancia Villas, LLC	Mr. Kurt Goll	Cross Architects	Mr. Brian Rumsey	\$25,110,790	31-Aug-18
Apartments		1000 N. Lamar Blvd.	P: 512.247.7000	1255 West 15th Street	P: 972-398-6644	+==,,	5.7.kg 10
, ipartinonto		Suite 400	1.012.217.7000	Suite 125	0/2 000 0044		
Austin, TX		Austin, TX 78703	kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
	Prime	•	<u> </u>		brumsey@crossarcnitects.com	¢27 040 742	24 Aug 40
The Oaks at Technidge	riiiie	Oaks at Technidge Phase V	Mr. Tim Holley	Archon Corporation		\$27,018,713	31-Aug-18
Phase V		Partners, LP	P: 604-605-1745	2929 Carlisle Street			
		6405 Mira Mesa Blvd., Suite 400		Suite 130			
Austin, TX		San Diego, CA 92121	tim.holley@ledcor.com	Dallas, TX 75204			
Josh Davis Facility	Prime	North East Independent School District	Dr. Brian G. Gottardy	Marmon Mok, L.L.P.	Mr. Shawn Bacon, AIA	\$2,654,505	Mar-18
Upgrades & Improvements		8961 Tesoro Drive, Suite 300	P: 210.407.0438	700 N. St. Mary's, Suite 1600	P: 210.223.9492		
		San Antonio, TX 78217		San Antonio, TX 78205			
San Antonio, TX					bacon@marmonmok.com		
Journeyman Group	Prime	Journeyman Austin Holdings, Inc.	Mr. Pat Riordan	Charles Fisk ARCHITECTURE, P.L.L.C.	Mr. Charles Fisk	\$4,500,000	Jun-18
New Headquarters		1000 N. Lamar Blvd.	P: 512-374-2920	1741 Spyglass Drive, Unit 233	P: 512-422-1337		
•		Suite 400	F: 512-385-6699	Austin, TX 78746			
Austin, TX		Austin, TX 78703	priordan@journeymanco.com	,	charles@charlesfiskarchitecture.com		
Robstown ISD	Prime	Robstown ISD	Mr. LeeRoy Gonzalez	Gignanc and Associates	Mr. Rogelio Hernandez	\$10,214,455	Apr-18
High School		801 N. First Street	P: 361-688-4366	416 Starr Street	P: 361-884-2661	ψ.ο,Σ.ι., 100	7 tp1-10
<u> </u>		OOT IN. THIS COLLECT	1.001-000-4000	TIO Olaii Olieel	I		
Additions & Renovations	Į.				F: 361-854-1470	ı	

Techridge Oaks	Prime	Techridge Oaks, LLC	Mr. Pat Riordan	DFD Architects, Inc.	Mr. William A. Davies	\$9,625,000	Feb-18
Assisted Living		1000 N. Lamar Blvd.	P: 512-374-2920	305 W, Wukkis Street	P: 512-259-4175		
•		Suite 400	F: 512-385-2999	Suite 101			
Austin, TX		Austin, TX 78703	priordan@journeymanco.com	Leander, TX 78641	wdavies@dfdarch.com		
Double Creek	Prime	Double Creek AL, LP	Mr. Pat Riordan	DFD Architects, Inc.	Mr. William A. Davies	\$10,560,000	Mar-18
Assisted Living		1000 N. Lamar Blvd.	P: 512-374-2920	305 W, Wukkis Street	P: 512-259-4175		
_		Suite 400	F: 512-385-6699	Suite 101			
Round Rock, TX		Austin, TX 78703	priordan@journeymanco.com	Leander, TX 78641	wdavies@dfdarch.com		
The Highlands @ Wells	Prime	The Highlands Wells Branch, LLC	Kurt Goll	Cross Architects	Brian Rumsey	\$23,485,900.00	17-Oct
Branch		1000 N. Lamar Blvd.	P: 512-374-2951	1255 West 15th Street	P: 972-398-6644		
		Suite 400	F: 512-385-6699	Suite 125			
Pflugerville, TX		Austin, TX 78703	kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
Canyon Lake High School	Prime	Comal ISD	Mr. Andrew Kim	Huckabee Architects	Rolando Ramirez	\$1,752,300.00	Jan-18
Additions & Renovations		1404 N. IH 35	P: 830-221-2000				
Fischer, TX		New Braunfels, TX 78130	andrew.kim@comalisd.org				
Silverado 48 Apartments	Prime	JCI Residential, LLC	Kurt Goll	Cross Architects	Brian Rumsey	\$4,428,600.00	1-Aug-17
•		1000 N. Lamar Blvd.	P: 512-374-2951	1255 West 15th Street	P: 972-398-6644		
		Suite 400	F: 512-385-6699	Suite 125			
Buda, TX		Austin, TX 78703	kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
Flour Bluff Primary / Elem	Prime	Flour Bluff ISD	Brian Schuss	SolkaNavaTorno, LLC	Ray Torno	\$4,629,000.00	Jul-17
Library & Cafateria		2505 Waldron Road	P: 361-694-9212	6262 Weber Road	P: 361-854-1471	', ', ', ', ', ', ', ', ', ', ', ', ',	
Additions			F: 361-694-9735	Suite 78413	F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, Texas 78418	bschuss@flourbluffschools.net	Corpus Christi, Texas 78413	rtorno@sntarchitects.com		
Hyatt Place	Prime	ABIA HP, LLC	Ross Hamilton	LK Architecture	Larry Krier	\$10,173,605.00	Jul-17
Hotel @ ABIA		1000 N. Lamar Blvd.	P: 512-374-2918	345 Riverview Suite 200	P: 316-268-0230	, , , , , , , , , , , , , , , , , , , ,	
		Suite 400	F: 512-385-2999				
Austin, TX		Austin, TX 78703	rhamilton@journeymanco.com	Wichita, KS 67203	lkrier@law-kingdon.com		
Southpark Crossing	Prime	Southpark Crossing, LLC	Kurt Goll	Cross Architects	Brian Rumsey	\$22,705,600.00	May, 2017
Apartments	1 111110	1000 N. Lamar Blvd.	P: 512-247-7000	1255 West 15th Street	P: 972-398-6644	Ψ22,1 00,000.00	May, 2017
, tpai tillolito		Suite 400	F: 512-374-2999	Suite 125	1.072 000 0011		
Austin, TX		Austin, TX 78703	kgoll@jciresidential.com	Plano, TX 75075	brumsey@crossarchitects.com		
Hyatt House	Prime	Neches Hyatt House , LLC	Ross Hamilton	LK Architecture	Larry Krier	\$27,102,365.00	May, 2017
Downtown	1 111110	Extended Stay	P: 512-374-2918	345 Riverview Suite 200	P: 316-268-0230	Ψ21,102,000.00	Way, 2017
20111101111		7701 N. Lamar Blvd #100	F: 512-385-2999	o to tavertient date 200	1 : 0 : 0 200 0200		
Austin, TX		Austin, TX 78703	rhamilton@journeymanco.com	Wichita, KS 67203	lkrier@law-kingdon.com		
VIA Westside Multimodal	Prime	VIA Metropolitan Transit	David W. Covell	EE&K, A Perkins	initer@faw kingdomeom	\$16,990,746.00	January 31, 2017
Transit Center Phase II	1 111110	800 West Myrtle	P: 210-362-2406	Eastman Company	P: 361-854-1471	ψ 10,000,1 10.00	
Transit Contor Fridoo ii		ooo wood myrao	F: 210-362-2588	115 Fifth Avenue	F: 361-854-1470		
San Antonio, TX		San Antonio, TX 78212	david.covell@viainfo.net	New York, NY 10003	1.001.001.1170		
Tuloso Midway ISD	Prime	Tuloso-Midway ISD	Rodney Summer	VLK Architects, Inc.	Angel Rivera	\$3,530,990.00	June 1, 2016
Agricultural Complex	'	9760 La Branch	P: 361-903-6400	7915 FM 1960 West	P: 281-671-2300	+5,555,555.65	34.15 1, 2010
. ig. iou.taiui ooiiipiox		or oo La Brahon	F: 361-241-5836	Suite 214	F: 281-671-2313		
Corpus Christi, TX		Corpus Christi, Texas 78410	1.0012110000	Houston, Texas 77070	201 07 1 2010		
Elmendorf Lake Park	Prime	San Antonio River Authority	Jeff C. Tyler	Terra Design Group	Walter Heard	\$6,358,750.00	December 31, 20
North Package	1 11110	PO Box 839980	P: 210-302-3621	816 Camaron Suite 103	P: 210-885-7979	ψο,οοο,7οο.οο	2000111001 01, 20
i donago		. O DOX 000000	F: 210-302-3689	575 Camaron Callo 100	F: 210-220-1404		
San Antonio, TX		San Antonio, Texas 78212	1.210-002-0009	San Antonio, Texas 78212	1.210-220-1707		
Flour Bluff ISD	Prime	Flour Bluff ISD	Brian Schuss	SolkaNava Torno, LLC	Ray Torno	\$5,246,000.00	March 1, 2016
Athletic Field House	I THIC	2505 Waldron Road	P: 361-694-9212	6262 Weber, Suite 310	P: 361-854-1471	ψυ,Σπυ,υυυ.υυ	Widi 611 1, 2010
Authorio I fota House		2000 Waldion Modu	1.001-057-0212	0202 W 0501, Odilo 010	F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, Texas 78418	bschuss@flourbluffschools.net	Corpus Christi, Texas 78413	rtorno@sntarchitects.com		
Hotel Indigo-Holiday Inn	Prime	9th Red River, LLC	Sam Kumar	Mitchell Carlson Stone, Inc.	John Stone	\$34,612,000.00	March 31, 2016
Express & Suites	1 111116	1000 N. Lamar Blvd., Suite 400	P: 512-247-7000	3221 West Alabama	P: 713-522-1054	ψυτ,υ ιΖ,υυυ.υυ	IVIAIGIT 31, 2010
Express & Juiles		1000 N. Lamai Divu., Suite 400	F: 512-385-6699	JZZ I VV CSI AIADAIIIA	F: 713-522-1054 F: 713-522-4496		
Augtin TV		Augtin TV 70702		Houston TV 77000	F. / 13-322-4490		
Austin, TX	Prime	Austin, TX 78703	skumar@journeymanco.com	Houston, TX 77098 Stephen L. Gelé Architect, Inc.	Stephen L. Gelé	\$14.45E 600.00	Echnism 40 204
Belterra Springs	Pillie	Belterra Springs, LLC	Kurt Goll	•		\$14,455,699.00	February 10, 201
Apartments		1000 N. Lamar Blvd.	P: 512-247-7000	3823A Bee Cave Road	P: 512.328.5474		
Austin, TX		Suite 400	F: 512-374-2999	Aug 45- TV 70740			
	1	Austin, TX 78703	kgoll@jciresidential.com	Austin, TX 78746	1	1	Ī

Clyde Cosper State	Prime	Texas General Land Office	Jason Nezamabadi	P1 Architects	Mark Warrick	\$1,299,446.00	December 20, 2015
Veterans Home		1700 Congress Avenue	P: 512-463-0946	3500 Jefferson St.	P: 512-231-1910		
		Suite 700		Suite 303	F: 512-231-1950		
Bonham, TX		Austin, Texas 78701		Austin, Texas 78731			
Carrington Oaks	Prime	Carrington Oaks, LLC	Kurt Goll	Cross Architects	Brian Rumsey	\$21,693,755.00	November 10, 2015
Apartments		1000 N. Lamar Blvd.	P: 512-247-7000	1255 West 15th Street	P: 972-398-6644		
		Suite 400	F: 512-374-2999	Suite 125			
Buda, TX		Austin, TX 78703	kgoll@jciresidential.com	Plano, TX 75075			
Hampton Inn	Prime	Huntsville Hotel Group, L.L.C	Amir Zindani, Manager	Mitchell Carlson Stone, Inc.	D 740 500 4054	\$5,443,494.00	October 19, 2015
		7106 Tessa Lakes Court	P: 281.734.0717	3221 W. Alabama	P: 713.522.1054		
II . (. III . TV		0 7 77470		II 1 T 77000	F: 713.522.4496		
Huntsville, TX	Deire	Sugarland, Texas 77479	azindani@xehospitality.com	Houston, Texas 77098	D T	ΦΕ 000 000 00	A
Flour Bluff ISD	Prime	Flour Bluff ISD	Brian Schuss	SolkaNava Torno, LLC	Ray Torno	\$5,836,836.00	August 1, 2015
Additions @ JHS & IS		2505 Waldron Road	P: 361-694-9212 F: 361-694-9735	6262 Weber, Suite 310	P: 361-854-1471 F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, Texas 78418	bschuss@flourbluffschools.net	Corpus Christi, Texas 78413			
Wal-Mart #7099	Prime	Wal-Mart Stores, Inc.	James Johnson	BRR Architecture, Inc	rtorno@sntarchitects.com	\$6,902,145.00	July 24, 2015
vvai-iviai t #1 055	Fillile	2001 S.E. 10th St.	P: 479-273-4000	6700 Antioch Plaza, Suite 300	P: 913-262-9095	\$0,902,143.00	July 24, 2013
		2001 S.L. 10til St.	F: 479-273-6503	0700 Antioch i laza, Suite 300	F: 913-262-9044		
Morgan City, LA		Bentonville, AR 72716	james.johnson3@wal-mart.com	Merriam, KS 66204	1 . 913-202-3044		
Children's Learning	Prime	CLA Coppell, LLC	Carl Frontera	Casco Development	John McCutcheon	\$3,869,880.00	July 24, 2015
Adventure	1 111110	3131 Camelback Rd.	P: 602-200-9800	10877 Watson Road	P: 314-821-1100	ψο,σσσ,σσσ.σσ	0417 21, 2010
7 ta voltar o		Suite 420	F: 602-266-7682	10017 Watesii Kada	F: 314-821-4162		
Coppell, TX		Phoenix, AZ 85016	1	St. Louis. MO 63127			
Springhill Suites	Prime	New Horizon's Hospitality, Inc.	Aly Valiani	Mitchell Carlson Stone, Inc.	Paul Henry	\$6,363,156.00	July 16, 2015
opg cance		222 Pennbright Drive	P: 281-660-9005	3221 West Alabama	P: 713-522-1054	40,000,100.00	04, 10, 20.0
		Ste. 108					
Houston, TX		Houston, TX 77090	avaliani@nhhospitalty.com	Houston, TX 77098	phenry@mcshouston.com		
Wal-Mart #2835	Prime	Wal-Mart Stores, Inc.	Angie Vick	Raymond Harris & Associates	Scott Pierce	\$4,858,278.00	June 30, 2015
		2001 S.E. 10th St.	P: 770-877-1114	211 N Record St, Suite 222	P: 214-749-0626		,
			F: 479-273-6503	·	F: 214-748-0656		
San Antonio, TX		Bentonville, AR 72716	Angie.Vick@wal-mart.com	Dallas, TX 75202-6300			
outhwest Assisted Living	Prime	Southwest Austin Assisted Living LLC	David Nelson	DFD Architects	Will Davies	\$8,987,858.00	May 29, 2015
Center		7701 N Lamar, Suite 400	P: 512-247-7000	109 South US 183	P: 512-259-4175		
			F: 512-385-6699				
Austin, Texas		Austin, TX 78703		Leander, TX 78641			
Sleep Inn	Prime	Gokul Hospitality, Inc	Mr. Jayesh Patel	Merriman Pitt Anderson	Brett Pitt	\$3,558,925.00	May 15, 2015
		1209 N. IH 35	P: 432-853-4749	208 West 4th St, Suite 3A	P: 512-472-1111		
					C: 512-586-3563		
Odessa, TX		New Braunfels, TX 78130		Austin, TX 78701	bpitt@mpaaustin.com		
Fischer Park -	Prime	City of New Braunfels	Mary Quinones	Terra Design Group		\$1,447,902.00	March 26, 2015
Building Construction		PO Box 311747	P: 830-221-4389	816 Camaron, Suite 103	P: 210-220-1400		
		424 S. Castell Avenue	F: 830-608-2112		F: 210-220-1404		
New Braunfels, TX		New Braunfels, TX 78131	mquinones@nbtexas.org	San Antonio, TX 78212			
Sam's Club #6527	Prime	Wal-Mart Stores, Inc.	Allen Seay	PB2 Architecture &		\$1,744,164.00	February 1, 2015
Remodel		2001 S.E. 10th St.	P: 479-204-3451	Engineering	P: 479-636-3545		
			F: 479-273-6503	710 West Roselawn Dr	F: 479-636-1209		
Baton Rouge, LA		Bentonville, AR 72716	Allen.Seay@wal-mart.com	Rogers, AR 72756		44.000.004.00	
Wal-Mart #2364	Prime	Wal-Mart Stores, Inc.	Shirley Moll	Raymond Harris & Associates	B 642 222	\$1,880,281.00	January 19, 2015
		2001 S.E. 10th St.	P: 479-277-9504	211 N. Record St., Suite 222	P: 913-236-3300		
NAME 14		B / W AB === /-	F: 479-277-2554	D. II. TV 75000	F: 913-262-9044		
Whitewright, TX	Duting	Bentonville, AR 72716	smoll@wal-mart.com	Dallas, TX 75202		ΦΕ 700 700 00	1 5 0015
Wal-Mart #6588	Prime	Wal-Mart Stores, Inc.	Steve Jacquet	BRR Architecture, Inc	D. 042 000 0005	\$5,766,720.00	January 5, 2015
		2001 S.E. 10th St.	P: 479-273-4000	6700 Antioch Plaza, Suite 300	P: 913-262-9095		
Clidall I A		Dant	F: 479-273-6503	Maw: 1/0 00004	F: 913-262-9044		
Slidell, LA	Duisses	Bentonville, AR 72716	Steven.jacquet@wal-mart.com	Merriam, KS 66204		Φ4.7E4.407.00	December 04 00:
Wal-Mart #6159	Prime	Wal-Mart Stores, Inc.	Jack Magnini	Harrison French & Associates	D. 470 070 7700	\$4,754,197.00	December 31, 201
		2001 S.E. 10th St.	P: 479-204-3451	809 S.W. A Street, Ste. 201	P: 479-273-7780		
Weeless TV		Dantonville AD 70740	F: 479-273-6503	Domtonville AD 70740	F: 479-273-9436		
Weslaco, TX		Bentonville, AR 72716	jack.magnini@walmart.com	Bentonville, AR 72712		1	<u> </u>

Sleep Inn	Prime	RREAF Jourdanton, LLC 4245 N. Central Expressway Suite 420	Carl J. Schwab P: 512-522-3300	Merriman Pitt Anderson 208 West 4th Street Suite 3A	Wilson Robertson P: 512-472-1111	\$3,350,503.00	December 16, 2014
Jourdanton, TX		Dallas, TX 75205	cschwab@rreaf.com	Austin, TX 78701	wrobertson@mpaaustin.com		
DPS Laredo Crime Lab	Prime	Texas Facilities Commission	John Goodrich	WHR Architects	Jane Baughman	\$5,306,825.00	September 5, 2014
DFS Lateud Chille Lab	Fillie	1711 San Jacinto Blvd.	P: 512-463-2743 F: 512-236-6164	1111 Louisiana 26th Floor	P: 713-665-5665 F: 713-665-6213	\$5,300,625.00	September 5, 2014
Laredo, TX		Austin, TX 78701		Houston, TX 77002			
Children's Learning	Prime	Children's Learning Adventure	Carl Frontera	Casco Development	Tom Young	\$4,331,471.00	August 22, 2014
Adventure		3131 Camelback Rd, Ste., 420	P: 602-200-9800 F: 602.266.7682	3221 West Alabama	P: 602-200-9800 F: 602-266-7682		_
Plano, TX		Phoenix, AZ 85016		Houston, TX 77098			
Whole Foods	Prime	Whole Foods	Casey Carson			\$327,185.00	August 15, 2014
Kitchen Remodel Austin, TX		525 N Lamar Austin, TX 78703	P: 512-632-8935 Casey.Carson@wholefoods.com	By Owner	By Owner		
Lakewood Apartments	Prime	Oaks at Techridge	Pat Patterson	Archon Corporation	Rick Kittleson	\$20,355,800.00	July 3, 2014
		Phase 2 Partners, LP	P: 858-527-6404	29290 Carlisle Street	P: 214-526-0731		
		6405 Mira Mesa Blvd. Suite 400		Suite 130	F: 214-526-5749		
Pflugerville, TX		San Diego, CA 92121		Dallas, TX 75204	rkittelson@archoncorp.com		
UT Permian Basin	Prime	Board of Regents of The University	David Waylon	Randall Scott Architects	Ed Bailey	\$13,738,910.00	July 2, 2014
Student Housing Phase VI		Of Texas System	P: 512-499-4600	14755 Preston Rd., Ste 730	P: 972-664-9100		
		702 Colorado St., Suite 4.100	F: 512-499-4215		F: 972-664-9122		
Odessa, TX		Austin, Texas 78701		Dallas, TX 75254			
Seville Apartments	Prime	Journeyman Austin Holdings	Kurt Goll	Cross Architects, PLLC	Wade Roper	\$2,505,213.00	May 1, 2014
		1000 N. Lamar Blvd. Suite 400	P: 512-247-7000 F: 512-385-6699	1255 W. 15th St., Suite 125	P: 972-398-6644 F: 972-312-8666		
Austin, TX		Austin, TX 78703		Plano, TX 75075	Wroper@crossarchitects.com		
Kirby Middle School	Prime	Judson ISD	Ruben Moreno	O'Connell Robertson	David Watts	\$4,760,958.00	April 16, 2014
Judson ISD		8012 Shin Oak	P: 210-945-5402 F: 210-945-6900	David Watts 4040 Broadway, Ste 200	P: 210-224-6032 F: 210-224-6453		
San Antonio, TX		Live Oak, TX 78223	rmoreno@judsonisd.org	San Antonio, TX 78209	dwatts@oconnellrobertson.com		
Anne Marie	Prime	Northside	Chris Parker	Moy Tarin Ramirez	Moy Tarin Ramirez	\$3,703,203.00	April 10, 2014
Tennis Center		Independent School District	P: 210-397-1200	Engineers, LLC	P: 210-698-5051		
		5900 Evers Rd., Bldg. C	F: 210-257-1244	12770 Cimarron Path, 100	F: 210-698-5085		
San Antonio, TX 78217		San Antonio, TX 78238	christopher.parker@nisd.net	San Antonio, TX 78249			
Hilton Garden Inn	Prime	Lawton Lodging, LLC	David Nelson	David Carter & Associates	David Carter	\$14,152,951.00	March 10, 2014
Convention Center		1000 N. Lamar Blvd., Suite 400	P: 512-247-7000 F: 512-385-6699	8137 Poplarwood Lane	P: 615-662-5859 F: 615-662-1353		
Lawton, OK		Austin, TX 78703		Nashville, TN 37221			
La Ventana	Prime	La Ventana Apartments, LLC	Lisa Stephens	Miller Slayton Architects	Paul Slayton	\$6,628,933.00	January 28, 2014
Apartments		401 Congress Avenue	P: 386-454-0290	2114 N.W. Terrace	P: 352-377-0505		
		Ste. 1540		Suite B-3			
Abilene, TX		Austin, TX 78701		Gainesville, Florida 32605			
Amberwood Place Apartments	Prime	Amberwood Place, LLC 23327 NW CR 236	Lisa Stephens P: 386-454-0290	Miller Slayton Architects 2114 N.W. Terrace	Paul Slayton P: 352-377-0505	\$6,741,690.00	January 28, 2014
Longuis TV		High Carinas El 00040		Suite B-3			
Longview, TX	Duine e	High Springs, FL 32643	Applic Migh	Gainesville, Florida 32605	Cast Diagra	Φ4 EE4 407 00	January 07, 0044
Wal-Mart #5290	Prime	Wal-Mart Stores, Inc. 2001 S.E. 10th St.	Angie Vick P: 770-877-1114	Raymond Harris & Associates 211 N. Record St.	Scott Pierce P: 214-749-0626	\$4,554,497.00	January 27, 2014
San Antonio, TX		Dentenville AD 70740	F: 479-277-2554	Suite 222	F: 214-748-0656		
	Prime	Bentonville, AR 72716 The University of Texas	Angie.Vick@wal-mart.com Mark Parnin	Dallas, TX 75202	James Hadden	¢2 710 020 00	January 2, 2044
	ı riiile		Mark Parnin P: 210-458-4978	The Bommarito Group 1512 West 35th St. Cutoff	P: 512-480-8898	\$2,718,039.00	January 3, 2014
UTSA John Peace		at San Antonia		io iz wesi adili al. Guldii	F. 312-400-0090		
		at San Antonio			E: 512 400 0454		
UTSA John Peace		at San Antonio One UTSA Circle San Antonio TX, 78249	F: 210-458-4655	Suite 300 Austin, TX 78731	F: 512-480-9451 james@bommaritogroup.com		
UTSA John Peace Library Rehab	Prime	One UTSA Circle		Suite 300	F: 512-480-9451 james@bommaritogroup.com Michael McIntosh	\$3,366,815.00	November 19, 2013
UTSA John Peace Library Rehab San Antonio, TX		One UTSA Circle San Antonio TX, 78249	F: 210-458-4655	Suite 300 Austin, TX 78731	james@bommaritogroup.com	\$3,366,815.00	November 19, 2013

Del Mar College	Prime	Del Mar College	Charles Miller	Richter Architects	David Richter	\$8,194,200.00	November 1, 2013
Music Building		3001 Ayers Street	P: 361-698-1642	201 S. Upper Broadway	P: 361-882-1288		
Additions & Renovations			P: 631-698-1276		F: 361-882-1388		
Corpus Christi, TX		Corpus Christi, TX 78418		Corpus Christi, TX 78403			
State Firemen's & Fire	Prime	State Firemen's & Fire Marshall's	Chris Barron	Boynton Williams & Associates	Boynton Williams	\$2,777,792.00	December 17, 201
Marshalls' Association		Association	P: 512-454-3473	4455 LBJ Freeway Suite. 820	P: 972-661-5461		
Office		4450 Frontier Trail	F: 512-453-1876	D. II. T. V. 75044	F: 972-661-5449		
Austin, TX	<u> </u>	Austin, TX 78745	cbarron@sffma.org	Dallas, TX 75244	5. 5	* 4 7 00 7 00 0 00	4 407 0040
Silverado Crossing	Prime	Silverado Crossing, LLC	Kurt Goll	Cross Architects	Brian Rumsey	\$17,267,092.00	August 27, 2013
		1000 N. Lamar Blvd.,	P: 512-247-7000	1255 W. 15th Street	P: 972-396-6644		
Buda, TX		Suite 400 Austin, TX 78703	F: 512-385-6699	Suite 125 Plano, TX 75075	F: 972-312-8666		
HEB #291	Prime	H.E. Butt Grocery Company	Jim Murphy	Shawn Kaarlsen & Associates	brumsey@crossarchitects.com Fernando Garcia	\$5,128,151.00	November 1, 2013
NED #291	Fillite	646 S. Main Avenue	P: 210-938-7944	12274 Bandera Rd	P: 210-695-5716	φ5,126,151.00	November 1, 201
		040 S. Maili Avenue	F: 210-938-7944 F: 210-938-7919	Suite 215	F: 210-695-5714		
Harlingen, TX		San Antonio, TX 78204	F. 210-930-7919	Helotes, TX 78023	F. 210-095-37 14		
Tylor Grand Apartments	Prime	Tylor Grand, LLC	Lisa Stephens	Miller Slayton Architects	Paul Slayton	\$10,588,620.00	May 31, 2013
Tylor Grand Apartments	1 mile	23327 NW CR 236	P: 386-454-0290	2114 N.W. Terrace, Suite B-3	P: 352-377-0505	ψ10,000,020.00	Way 51, 2015
		Suite 60	1 . 000-404-0250	2114 W.W. Tellace, Galle B-0	1.002-077-0000		
Abilene, TX		High Springs, FL 32643		Gainesville, Florida 32605			
Wheatsville Co-Op South	Prime	Wheatsville Food Co-Op	Dan Gillotte	Antenora Architects	Michael Antenora	\$2,708,968.00	September 19, 201
Austin Energy Green Building-		3101 Guadalupe St.	P: 512-478-2667	200 E Live Oak	P: 512-462-1848	4 =,: 65 , 666 . 66	, 20
Tracking Certified		C TO T Cadada apo Ca		200 2 200 0 000	F: 512-462-1849		
Austin, TX		Austin, TX 78705		Austin, TX 78704	michaela@antenoraarchitects.com		
Fire Station No. 28	Prime	City of San Antonio	Mark Beavers	Llyod Walker Jary &	Lloyd Jary	\$2,897,875.00	September 11, 201
		P.O. Box 839966	P: 210-207-2738	Associates	P: 210-377-2022	, , , , , , , , , , , , , , , , , , , ,	, ,
				2900 Scattered Oaks St.	F: 210-377-2246		
San Antonio, TX		San Antonio, TX 78283		San Antonio, TX 78232			
Harlingen	Prime	Harlingen CISD	Danny Villareal	Megamorphosis Design	John Pearcy	\$9,540,738.00	July 17, 2013
Performing Arts Center		401 N. 77 Sunshine Strip	P: 956-430-9500	324 W. Van Buren	P: 956-428-1779		
			F: 956-430-9507		F: 956-425-5886		
Harlingen, TX		Harlingen, TX 78550		Harlingen, TX 78550			
Rev. Harold T Branch	Prime	CCISD	John Dibala	Solka Nava Torno Architects	Ray Torno	\$4,309,000.00	August 22, 2013
Academy		801 Leopard Street	P: 361-8695-7200	6262 Weber Rd., Suite 310	P: 361-854-1471		
			F: 361-886-9192		F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, TX 78403	john.dibala@ccisd	Corpus Christi, TX 78413	rtorno@sntarchitects.com		
UT Permian Basin	Prime	Board of Regents Of	David Waylon	Randall Scott Architects	Ed Bailey	\$7,104,423.00	August 22, 2013
Student Housing		The University	P: 512-499-4600	14755 Preston Rd., Ste 730	P: 972-664-9100		
Phase V		Of Texas System	F: 512-499-4215		F: 972-664-9122		
		702 Colorado St., Suite 4.100					
Odessa, TX	D: 0.1	Austin, Texas 78701	M. # D	Dallas, TX 75254)	#0.500.004.00	1 10 0010
ABB Parker SVC	Prime Sub	ABB, Inc.	Matt Byers	Superior Engineering	William C. Hills	\$2,502,994.00	August 16, 2013
ONCOR Parker Substation		940 Main Campus Drive	P: 919-807-5007	2345 167th Street	P: 219-844-7030		
Weatherford TV		Raleigh, NC 27606	M: 919-603-8880	Hommond Indiana 46222			
Weatherford, TX	Prime	<u> </u>	Matt.byers@us.abb.com	Hammond, Indiana 46323 Shawn Kaarlson & Assoc.	-	¢994 467 00	May 27, 2042
Winsor Village Bldg. 9	Prime	McGuire Family Travel Properties 1820 SE 45th Ave	P: 832-439-3290	12274 Bandera Rd	P: 210-695-5716	\$881,467.00	May 27, 2013
		1020 SE 43til AVE	F: 210-587-7881	Suite 215	F: 210-695-5716		
San Antonio, TX		Portland, OR 97215	1.210-307-7001	San Antonio, TX 78703	1.210-093-3714		
Singing Oaks Apartments	Prime	Singing Oaks, L.L.C.	Lisa Stephens	Miller Slayton Architects	Paul Slayton	\$8,882,260.00	June 31, 2013
NGBS - 2008 - Green	1 111116	9400 S. Dadeland Blvd.	P: 386-454-0290	2114 N.W. Terrace,	P: 352-377-0505	ψυ,υυΖ,Ζυυ.υυ	Julie 31, 2013
Remodel Certification-		Suite 400	1.000-404-0230	Suite B-3	1 . 002-011-0000		
Tracking Gold		Guito 400		Guille D-5			
Denton, TX		Miami, FL 33156		Gainesville, Florida 32605			
Hindu Temple	Prime	Austin Hindu Temple	Sam Kumar	Heimsath Architects	Eric MacInerney	\$3,178,622.00	June 1, 2013
·····au i airipia	'	9801 Decker Lake Rd.	P: 512-247-7000	218 E. Franklin Avenue	P: 512-478-1621	Ţ5, <u>0,0</u> 22.00	34.15 1, 2010
		222. 200 20	F: 512-385-6699				
Austin, TX	1	Austin, TX 78724		Austin, TX 78723	emac@heimsath.com		I

Wal-Mart #3135	Prime	Wal-Mart Stores, Inc.	Christopher Pajas	Raymond Harris & Associates	Scott Pierce	\$4,171,648.00	February 18, 201
vvai-iviart #3 135	Prime	•	P: 479-366-5927	211 N. Record St.	P: 214-749-0626	φ4,171,040.00	rebluary 16, 201
		2001 S.E. 10th Street					
Fant Wantle TV		D	F: 479-273-6503	Suite 222	F: 214-748-0656		
Fort Worth, TX	- B:	Bentonville, AR 72716	christopher.pajas@wal-mart.com	Dallas, TX 75202		#0.045.470.00	M 1 5 0040
Weslaco HS Music Hall	Prime	Weslaco ISD	Weslaco ISD	Mata* Garcia Architects	Hector Garcia	\$3,815,473.00	March 5, 2013
		319 W. Fourth Street	Arnoldo Canche	1314 West Ivy Avenue	P: 956-631-1945		
			P: 956-969-6500		F: 956-631-1968		
Weslaco, TX		Weslaco, TX 78599		McAllen, TX 78501			
Barksdale Air Force Base	Prime/	Barksdale Air Force Base	Marla Poirier	Antenora Architects	Gordon Bingaman	\$3,398,061.00	February 22, 201
OPS Center & Retro	Subcontractor	41 Vanderberg Ave.	P: 318-456-6388	200 E Live Oak	P: 512-462-1848		
Commissioning Project			F: 318-456-3294		F: 512-462-1849		
			Michael Petitpren				
Barksdale AFB, LA		Barksdale AFB, LA 71110	P: 318-456-9937	Austin, TX 78704			
Dr. J.A. Garcia Elementary	Prime	CCISD	John Dibala	Gignac & Associates	Paul Rybalka	\$14,328,000.00	January 14, 201
School		P.O. Box 110	P: 361-8695-7200	416 Starr Street	P: 361-884-2661		
LEED for Schools v3,			F: 361-886-9192		F: 361-884-4232		
Tracking Silver							
Corpus Christi, TX		Corpus Christi, TX 78403	john.dibala@ccisd	Corpus Christi, TX 78401	Prybalka@gignac-associates.com		
Mathis Intermediate	Prime	Mathis ISD	Chris Casarez	PBK Architects	Michael Martinez	\$5,889,453.00	January 1, 2013
School		602 San Patricio Ave.	P: 361-547-4101		P: 210-829-0123		
			F: 361-547-9474	601 NW Loop 410 Ste 400	F: 210-829-0578		
Mathis, TX		Mathis , TX 78368		San Antonio, TX 78216	davidwgarza@pbk.com		
Hill Country Youth	Prime	Kerr County		Peter W. Lewis Architect	Peter Lewis	\$1,704,336.00	December 31, 20
Exhibition Center		700 East Main St	P: 830-792-2200	334 West Water Street	P: 830-896-4220	+ 1,1 2 1,2 2 2 2 2	
		700 East Main St	F: 830-792-2218	oo i moot mater off oct	F: 830-896-4226		
Kerrville, TX		Kerrville, TX 78028	1 . 000-7 32-22 10	Kerrville, TX 78028	peter@pwlarchitect.com		
Sam's Club #8217	Prime	Wal-Mart Stores, Inc.	Christopher Pajas	Raymond Harris & Associates	Scott Pierce	\$5,179,903.00	October 19, 201
Saill's Club #0217	I IIIIe	2001 S.E. 10th Street	P: 479-366-5927	211 N. Record Street	P: 214-749-0626	ψ5,179,905.00	October 19, 201
		2001 S.L. 10111 Street	F: 479-273-6503	Suite 222	F: 214-748-0656		
Houston, TX		Bentonville, AR 72716	christopher.pajas@wal-mart.com	Dallas, TX 75202	1 . 214-740-0030		
Bexar County Firing	Prime	Bexar County Purchasing	Betty Bueche	SJP	Steve J. Patmon	\$2,657,500.00	October 30, 2012
Range Phase II	I IIIIe	233 N. Pecos, Suite 420	P: 210-335-2218	510 E. Ramsey, Ste 1A	P: 210-979-3888	φ2,037,300.00	October 30, 2012
Range Phase II		233 N. Fecos, Suite 420	l l	510 E. Ramsey, Sie 1A			
San Antonio, TX		San Antonio, TX 78207	F: 210-335-6713	San Antonio, TX 78216	F: 210-979-3880		
•	Prime	The Kroger Company	Chad Treadwell	Robertson Loia Roof, P.C.		#2 404 000 00	Contember 10, 20
Kroger SW #529	Prime	9 , ,	l l	•	N1/A	\$3,494,000.00	September 19, 20
		19245 David Memorial Drive	P: 972-785-6016	3460 Preston Ridge	N/A		
				Stuite 275			
Dallas, TX		Shenandoah, TX 77385		Alpharetta, GA 30005			
Bexar County	Construction	Bexar County, Texas	Betty Bueche	Kell Munoz	Rob Reiter	\$14,144,820.00	April 27, 2012
Parking Garage	Manager	233 N. Pecos, Suite 420	P: 210-335-2218	1017 N. Main Ave., Suite 300	P: 210-349-1163		
	At Risk		F: 210-335-6713		F: 210-525-1038		
San Antonio, TX		San Antonio, TX 78207	bbueche@bexar.org	San Antonio, TX 78218			
North Shannon Medical	Prime	Shannon Medical Center	Dale Droll	R.W. Gregonis	R.W. Gregonis	\$2,718,979.00	August 20, 2012
Center		120 East Harris Avenue	P: 325-657-8233	3415 Johnson Street	P: 325-947-3400		
			F: 325-657-8336		F: 325-947-8576		
San Angelo, TX		San Angelo, TX 76903	daledroll@shannonhealth.org	San Angelo, TX 76904	rwg@rwgregonis-architects.com		
Villages at Paso Real	Prime	Right Quest	Ryan Harden	B & A Architects	Steven Mahlmann	\$3,225,521.00	August 11, 2012
		PO Box 112831	P: 214-642-3837	222 Rdigecrest	P: 210-829-1898		
			F: 972-236-2747	-	F: 210-829-1899		
San Benito, TX		Carrollton, TX 75011		San Antonio, TX 78209			
Potter County	Prime	Potter County	Mike Head	ARCHITEXAS	Andrew Miller	\$15,219,731.00	March 30, 2012
Courthouse		900 S. Polk, Suite 604	P: 806-379-2250	2900 South Congress Avenue	P: 512-444-4220	, , , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
			F: 806-379-2446	Suite 200	F: 512-444-4221		
Amarillo, TX		Amarillo, TX 79101-3412	mikehead@co.potter.us.tex	Austin, TX 78704			
Kilgore Office	Prime	East Texas Council of	mikeneda@co.potter.us.tex	Thacker-Davis Architects	+	\$701,132.00	May 15, 2012
Renovation	1 mile	Governments	P: 903-984-8641	1100 Judson Road	P: 903-236-3771	Ψ/01,102.00	Widy 10, 2012
ΙζΕΠΟναμΟΠ		3800 Stone Road	F: 903-983-1440	i ioo suusoii itoau	F: 903-753-7317		
Kilgoro TV			1 . 303-303-1440	Longvious TV 75601	1.800-130-1311		
Kilgore, TX		Kilgore, TX 75662		Longview, TX 75601			

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Pinnacle	Prime	Pinnacle at North Chase	Lisa Stephens	Miller Slayton Architects	Paul Slayton	\$10,506,591.00	June 27, 2012
at North Chase		9400 S. Dadeland Blvd, #100	P: 305-854-7100	2114 N.W. Terrace, Suite B-3	P: 352-377-0505		
Tyler, TX		Miami, FL 33156		Gainesville, Florida 32605			
Fort Hood Motor	Prime Sub	US Army	Deborah Aragon	US Army	P: 254-553-4527	\$853,093.00	April 1, 2012
Pool		Building 4612 Engineer Dr.	P; 254-287-3056	Engineering Division			
			F: 254-618-8739	Building 4612 Engineer Dr.			
Fort Hood, TX		Fort Hood, TX 76544		Fort Hood, TX 76544			
Bexar County Adult	Prime	Bexar County	Dan Curry	Alamo Architects	Sal Garcia	\$4,887,044.00	April 15, 2012
Detention Center		1101 W. Nueva St., 9th Floor	P: 210-335-6735	1512 South Flores	P: 210-227-2612		
S. Annex & Drug Court			F:210-335-6713		F: 210-227-9457		
San Antonio, TX		San Antonio, TX 78204	dcurry@bexar.org	San Antonio, TX 78204			
Wal-Mart #5713		Wal-Mart Stores, Inc.	Micheal Swinnen	Raymond Harris & Associates	Scott Pierce	\$11,391,810.00	March 26, 2012
	Prime	2001 S.E. 10th Street	P: 479-366-5927	211 N. Record Street	P: 214-749-0626		
			F: 479-273-6503	Suite 222	F: 214-748-0656		
Laredo, TX		Bentonville, AR 72716	micheal.swinnen@wal-mart.com	Dallas, TX 75202			
DART Blue Line	Subcontractor	Austin Bridge & Road		Parson Brickerhoff	Parson Brickerhoff	\$9,075,460.00	February 23, 2012
Expansion Rowlett Station		4817 Rowlett Road	Austin Bridge & Road	2777 Stemmons Freeway	P: 214-638-2893		
			P: 214-681-1331		F: 214-638-2893		
Rowlett, TX		Rowlett, TX 75088		Dallas, TX 75207			
Mary Helen	Prime	Corpus Christi ISD	John Dibala	Gignac and Associates	Paul Rybalka	\$10,774,000.00	December 28, 2011
Berlanga ES		PO Box 110	P: 361-695-7200	416 Starr Street	P: 361-884-2661		
			F: 361-886-9192		F: 361-884-4232		
Corpus Christi, TX		Corpus Christi, TX 78401	john.dibala@ccisd	Corpus Christi, TX 78401	prybalka@gignac-associates.com		
South Texas College	Prime	South Texas College	Robert Cuellar	Boltinghouse Simpson	John Gates	\$6,078,636.00	December 23, 2011
West Academic Building		3201 Pecan Blvd.	P: 956-872-3737	Architects	P: 956-630-9494		
				3301 N. McColl Road	F: 956-630-2050		
McAllen, TX		McAllen, TX 78501		McAllen, TX 78501			
The Palms on Lamar	Prime	The Mulholland Group LLC	Royce Mulholland	B&A Architects	Greg Davis	\$12,022,541.00	October 31, 2011
		141-07 Twentieth Ave. 507	P: 212-661-5015	222 Ridgecrest	P: 210-829-1898		
			F: 212-661-5771		F: 210-829-1899		
Austin, TX		Whitestone, New York		San Antonio, TX 78209			
Kroger #034-0375	Prime	Kroger Food	Norbert Mueller	CDA Architects	John Passalacqua	\$675,072.00	October 28, 2011
		13245 David Memorial Dr.	Lisa Ramey	14403 Cornerstone Village Dr.	P: 281-440-331		
			P: 713-507-4827				
			F: 712-507-4818				
Sugar Land, TX		Shenandoah, TX 77385		Houston, TX 77014			
Sleep Inn & Suites	Prime	Red River Service Corp	Michel Lavoie	Alexander Marcus Design Group	Wayne Brown	\$3,096,315.00	September 6, 2011
		4004 E. Hwy 290 West	P: 512-858-0400	23 West Main Street #201	P:972-642-5123		
			F: 512-858-0477				
Dripping Springs, TX		Dripping Springs, TX 78620		Grand Prairie, TX 75050			
Bexar County Firing Range	Prime	Bexar County Purchasing	Betty Bueche	SJP	Steve J. Patmon	\$3,281,988.00	November 29, 2011
Phase I		233 N. Pecos, Suite 420	P: 210-335-2218	510 E. Ramsey, Ste 1A	P: 210-979-3888		
			F: 210-335-6713		F: 210-979-3880		
San Antonio, TX		San Antonio, TX 78207	bbueche@bexar.org	San Antonio, TX 78216			
Whole Foods Renovation	Prime	Whole Foods Market	Mike Shaw			\$310,721.00	December 21, 2011
		Rocky Mountain, L.P.	P: 512-391-8400	N/A	N/A		
		1105 N. Lamar Blvd. Ste 200	F: 512-478-1566				
San Antonio, TX		Austin, TX 78703	mike.shaw@wholefoods.com				
Texas Parks	Prime	Texas Parks & Wildlife	Scott Stover	Beatty Palmer Architects	Michael Beatty	\$14,004,127.00	September 30, 2011
& Wildlife		4200 Smith School Road	Texas Parks & Wildlife	110 Broadway Suite 600	P: 210-225-6130		
Capital Repairs			P: 512-389-8601	_	F: 210-212-8018		
Statewide- Texas		Austin, TX 78744		San Antonio, TX 78205			
Camp Mabry	Prime	The State of Texas	Col. Tracy Norris	Bailey Architects, Inc.	Gerald Moorhead	\$6,313,616.00	June 24, 2011
Historical		Adjuntant General's Department	P: 512-782-5277	55 Waugh Dr.	P: 713-524-2155		
Rehabilitation		PO Box 5218	F: 512-782-6759		F: 713-524-3947		
Austin, TX		Austin, TX 78763		Houston, TX 77007			
Carroll, Coles & King	Prime	CCISD	John Dibala	Solka Nava Torno Architects	Ray Torno	\$3,387,000.00	August 12, 2011
High Schools		PO Box 110	P: 361-695-7200	6262 Weber, Suite 310	P: 361-854-1471		
Upgrade Science Labs		_	F: 361-886-9192	_	F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, TX	john.dibala@ccisd	Corpus Christi, TX 78413	rtorno@sntarchitects.com		

Starr Family Home	Prime	Texas Historical	Tajah Liddy	Clayton Levy Little	Nathan Quiring	\$762,835.00	June 15, 2011
		Commission	P: 512-463-6100	1001 E, 8th St	P: 512-447-1727		
		1700 N. Congress Ave	F:512-463-8222				
Marshall, TX		Austin, TX 78701		Austin, TX 78702			
Leon Creek	Prime	City of San Antonio	City of San Antonio	Terra Design Group	Walter Heard	\$3,741,296.00	July 11, 2011
Greenway		Linear Creek Greenway Program	P: 210-207-8080	816 Cameron Ste. 103	P: 210-220-1400		
		Parks & Recreation Department	F: 210-207-8151		F: 210-220-1404		
		114 W. Commerce					
San Antonio, TX		San Antonio, TX 78205		San Antonio, TX 78212			
Sam's Club #4763-110	Prime	Wal-Mart Stores, Inc.	Gerrod Desselle	WD Partners		\$1,898,186.00	July 22, 2011
		2001 S.E. 10th Street	P: 479-366-5927	7007 Discovery Blvd.	P: 614-634-7000		
			F: 479-273-6503	•	F: 614-634-7777		
Sugar Land, TX		Bentonville, AR 72716	gerrod.desselle@wal-mart.com	Dublin, OH 43017			
Southwest Key	Prime	Southwest Key	Juan Sanchez	Coterra + Reed Architects	Juan Coterra	\$3,044,178.00	August 1, 2011
LEED-NC v3, Certified		Programs	P: 512-462-2181	2222 Rio Grande St. C270	P: 512-472-3300		,
, , , , , ,		6002 Jain Lane			F: 512-472-3611		
Austin, TX		Austin, TX 78721		Austin, TX 78705			
University	Subcontractor	University Health System	Jef Johnson	Zachry Vaughn Layton	Zachry Vaughn Layton	\$4,734,500.00	February 15, 20
Health Systems		4502 Medical Drive	P: 210-358-4000	1400 Universal City Blvd.	P: 210-403-9833	ψ 1,1 ° 1,0	
Heliport		San Antonio, TX 78229	F: 210-358-4777	Universal City, TX 78148	F: 210-403-2378		
San Antonio, TX			1.210 000 1777	Oniversal Sity, 177 101 10	1.210 100 2010		
Wal-Mart Beechnut	Prime	Wal-Mart Stores, Inc.	Gerrod Desselle	BRR Architecture, Inc.		\$981,166.00	July 8, 2011
#3509-109	1 111110	2001 S.E. 10th Street	P: 479-366-5927	Architect of Record:	P: 614-634-7000	φοστ, του.σσ	oury 0, 2011
#6555 T65		2001 0.2. 1011 011001	F: 479-273-6503	6700 Antioch Plaza, Suite 300	F: 614-634-7777		
Houston, TX		Bentonville, AR 72716	gerrod.desselle@wal-mart.com	Merriam, Kansas 66204	1.014-034-1111		
Wal-Mart #0918	Prime	Wal-Mart Stores, Inc.	Gerrod Desselle	CMA Architecture	Matthew C. Gebhardt	\$1,134,857.00	June 17, 2011
VVai-IVIai t #05 16	Fillie	2001 S.E. 10th Street	P: 479-366-5927	1300 Summitt Avenue	P: 817-877-0044	φ1,134,037.00	Julie 17, 2011
		2001 S.E. Tour Sueet	F: 479-300-3927 F: 479-273-6503	Suite 400	F: 817-877-0448		
Marshall, TX		Bentonville, AR 72716	I	Fort Worth, TX 76102	F. 017-077-0410		
	Prime	·	gerrod.desselle@wal-mart.com		Adam Pfister	¢1 464 212 00	May 6, 2011
Big Springs	Prime	City of Big Springs	D. 400 004 0544	Water Technology	P: 920-887-7375	\$1,464,212.00	May 6, 2011
Aquatic Pools		310 Nolan St.	P: 432-264-2514	9500 Ray White Rd., Ste 208			
Dia Casiana TV		Dia Ondia a TV 70700	F: 432-264-9111	F + 1 M + 1 TV 70040	F: 920-887-7999		
Big Springs, TX	Deises	Big Spring, TX 79720	NATION OF THE	Fort Worth, TX 76248		\$4.040.554.00	M 00, 0044
Whole Foods -	Prime	Whole Foods Market	Mike Shaw	Stone Soup 6	D 540 040 0005	\$4,816,554.00	May 28, 2011
Montrose		Rocky Mt Southwest LP	P: 512-391-8400	8705 Shoal Creek Blvd	P: 512-343-2225		
Green Globes-		1105 North Lamar Blvd	F: 512-478-1566	Suite 210	F: 512-343-8725		
3 Globes Certified							
Houston, TX		Austin, TX 78703	mike.shaw@wholefoods.com	Austin, TX 78757			
Salado Creek	Prime	COSA Linear Creek	Agdel Rivera	Pape Dawson	Pape Dawson	\$1,449,691.00	May 31, 2011
Hike & Bike		Parks & Recreation Dept.	City of San Antonio	555 E. Ramsey Rd	P: 210-375-9000		
		114 W. Commerce	P: 210-207-8080		F: 210-375-9010		
-			F: 210-207-8151				
San Antonio, TX		San Antonio, TX 78205		San Antonio, TX 78216			
Wal-Mart #755	Prime	Wal-Mart Stores, Inc.	Gerrod Desselle	CMA Architecture	Matthew C. Gebhardt	\$1,457,100.00	May 6, 2011
		2001 S.E. 10th Street	P: 479-366-5927	1300 Summitt Avenue	P: 817-877-0044		
			F: 479-273-6503	Suite 400	F: 817-877-0418		
Amarillo, TX		Bentonville, AR 72716	gerrod.desselle@wal-mart.com	Fort Worth, TX 76102			
Armed Forces	Prime	US Army Engineer District, Louisville	Johnny T. Ringstaff	By Owner	By Owner	\$14,149,857.00	April 28, 2011
Reserve Center		600 Dr. Martin Luther King, JR Place	P: 502-315-6172				
LEED-NC v3, Built		Room 821	F: 502-315-6195				
to Silver Standards							
Lufkin, TX		Louisville, KY 40202-2267	johnny.t.ringstaff@usace.army.mil				
Salado Creek	Prime	COSA Linear Creek	· ·	CFZ Group	Albert Fernandez	\$3,485,684.00	April 30, 2010
Greenway		Parks & Recreation Dept.	City of San Antonio	4242 Medical Dr.	P: 210-366-1911		•
Central Segment		114 W. Commerce	P: 210-207-6101	Suite 5200	F: 210-366-0728		
•			F: 210-207-8151				

Camp Stanley	Prime	USAED - Baltimore	Leroy Samuels Jr.	Clark Nexsen	Clark Nexsen	\$8,732,341.00	February 4, 2011
New Armory		10 S. Howard St. Rm 7000	P: 410-854-0767	6160 Kempsville Circle	P: 757-455-5800		_
Building			F: 410-854-0781		F: 757-455-5638		
San Antonio, TX		Baltimore. MD 21201		Norfolk, VA 23002			
DART Police	Prime	Dallas Area Rapid Transit	Carmen Spolar	Agguire Roden	Agguire Roden	\$1,331,291.00	January 15, 2011
Facility Contract 3		1401 Pacific Ave., Rm 1522	P: 214-749-3515	10670 N. Central Expy #600	P: 972-788-1508		
LEED-CI v2.0,			F: 214-749-2969		F: 972-788-1583		
Platinum Certified							
Dallas, TX		Dallas, TX 75202		Dallas, TX 75231			
NWROF Ways,	Prime	Dallas Area Rapid Transit	Jorge Espinosa (DART)	ACT21	Mike Malone	\$8,662,628.00	April 21, 2010
Structures &		1401 Pacific Avenue	P: 214-749-2978	10333 Denton Dr. Ste. #1	P: 214-353-0596		
Aminities Facility			F: 214-749-3158		F: 214-749-3158		
Dallas, TX		Dallas, TX 75266		Dallas, TX 75220			
DART - Lake	Prime	Dallas Area Rapid Transit	Mac Smith	TRACK3	Martin Johnson	\$7,016,077.00	December 1, 201
Highlands Station		1401 Pacific Avenue	P: 214-749-2947	1401 Pacific Avenue	P: 972-220-0610		
Dallas, TX		Dallas, TX 75202-7235	rmaddox@dart.org	Dallas, TX 75202-7235	mjjohnson@cpyi.com		
Mercedes Benz	Prime	Ron Hiller	Ron Hiller	McIntosh Architecture, Inc.	Michael McIntosh	\$3,380,012.00	December 17, 20
of San Juan		31445 IH-10 West	P: 830-981-6000	7616 LBJ Freeway, Ste, 660	P: 214-954-9546		
			F: 830-981-6013		F: 214-954-9548		
San Juan, TX		Boerne, TX 78006		Dallas, TX 75251			
Park Village ES	Prime	Judson ISD	Victor Valdez	Rehler Vaughn & Kline, Inc.	Rehler Vaughn	\$1,123,714.00	October 15, 201
Improvements		8012 Shin Oak Dr	P: 210-375-9000	745 E. Mulberry Ave, 6th Floor	P: 210-733-3535		
			F: 210-375-9030		F: 210-733-3540		
San Antonio, TX		San Antonio, TX 78233		San Antonio, TX 78212			
Mathis	Prime	Mathis ISD	Chris Casarez	Vittetta	Barry Sturrock	\$8,760,000.00	August 1, 2010
New Middle School		602 San Patricio Ave.	Mathis ISD	600 Navaro St, Ste 300	P: 210-212-8800		
			P: 361-547-4101		F: 210-212-8600		
Mathis, TX		Mathis, TX 78368	F: 361-547-9474	San Antonio, TX 78205	sturrock@vitetta.com		
South Texas	Prime	South Texas College	Dr. Shirley Reed	Boltinghouse Simpson	John Gates	\$755,548.00	August 15, 2010
College, Pecan		3201 Pecan Blvd.	South Texas College	& Assoc.	P: 956-630-9494		
Plaza			P: 956-872-3737	3301 North McCall Road	F: 956-630-2058		
			F: 956-872-3747				
McAllen, TX		McAllen, TX 78501		McAllen, TX 78501			
Baker, Cunningham	Prime	Corpus Christi ISD	John Dibala	Solka Nova Torno, LLC	Ray Torno	\$1,610,013.00	August 13, 2010
& Hamlin MS		801 Leopard St.	P: 361-695-7200	6262 Weber Rd. Ste 310	P: 361-854-1471		
New Wood Floors			F: 361-886-9192		F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, TX 78403	john.dibala@ccisd	Corpus Christi, TX 78413	rtorno@sntarchitects.com		
South Park, Seale	Prime	Corpus Christi ISD	John Dibala	Solka Nova Torno, LLC	Ray Torno	\$732,789.00	August 13, 2010
& Miller Gym Floors		801 Leopard St.	P: 361-695-7200	6262 Weber Rd. Ste 310	P: 361-854-1471		
			F: 361-886-9192		F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, TX 78403	john.dibala@ccisd	Corpus Christi, TX 78413	rtorno@sntarchitects.com		
Miller & Moody	Prime	Corpus Christi ISD	John Dibala	Solka Nova Torno, LLC	Ray Torno	\$2,090,000.00	August 13, 2010
Science Labs		801 Leopard St.	P: 361-695-7200	6262 Weber Rd. Ste 310	P: 361-854-1471		
			F: 361-886-9192		F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, TX 78403	john.dibala@ccisd	Corpus Christi, TX 78413	rtorno@sntarchitects.com		
9th Avenue	Prime	Madison Clearview	Jimmy Erwin	N.T.S Architects & Planners		\$366,293.00	August, 2010
Parking Garages		Port Arthur LP 5225 Village Creek Dr	P: 972-267-6888	401 Business Pkwy	P: 972-669-4116		
			F: 972-818-8885		F: 972-669-4117		
Port Arthur, TX		Plano, TX 75093		Richardson, TX 75081			
Byrne-Reed House	Prime	Humanities Texas	Michael Gillette	Clayton Levy Little Architects	Ken Johnson	\$2,454,419.00	July, 2010
Historic Restoration		1410 Rio Grande Street	Humanities Texas	1001 8th St	P:512-477-1727		
			P: 512-440-1991		F: 512-477-9876		
Austin, TX		Austin, TX 78701	F: 512-440-0115	Austin, TX 78702			
Comfort Stations	Prime	Boy Scouts of America		WKMC Architects, Inc.	Bill Wilson	\$424,459.00	June, 2010
Boy Scouts of		South Texas Coucil	P: 361-814-4300	909 S. Tancahua Street	P: 361-887-6696		
America		700 Everhart Terrace, Bldg A	F: 361-814-5798		F: 361-887-6697		
	i l	Corpus Christi, TX 78411	1	Corpus Christi, TX 78404	II	1	1

9th Avenue Station Apartments *An All Star Specialty Construction	Prime	Madison Clearview 5225 Village Creek	Jimmy Erwin P:972-267-6888	N.T.S Architects & Planners 401 Business Parkway	Mark Portnoy P: 972-669-4116	\$17,414,312.00	February, 2010
Project		-	F: 972-818-8885	·	F: 972-669-4117		
Port Arthur, TX	5.	Plano, TX 75093	51 153	Richardson, TX 75081		***********	4 11 00 40
Chase Bank	Prime	JP Morgan Chase Bank 712 Main Street 3rd Floor N	Edward Fitzgerald P: 713-216-1143	Graeber, Simmons & Cowan 400 Bowie St	Jennifer Heim P: 512-433-2500	\$836,656.00	April, 2010
			F: 713-216-2245		F: 512-433-2667		
Edinburgh, TX		Houston, TX 77002		Austin, TX 78702			
Mercedes HS P.E. Locker	Prime	Mercedes ISD	John Quintanilla	Mata-Garcia Architects	Hector Garcia	\$1,232,271.00	December 27, 200
Room Facility & Science Lab		206 E. 6th Street	P: 956-514-2007 F: 956-514-2033	1314 Ivy Avenue	P: 956-631-1945 F: 956-631-1968		
Mercedes, TX		Mercedes, TX 78520		McAllen, TX 78501			
Bexar County Juvenile	Prime	County of Bexar	Oscar Cervantes	Kell Munoz Architects	Kell Munoz	\$29,599,960.00	December, 2009
Detention Center		233 N. Pecos St. Ste. 420	P: 210-335-6700	1017 N. Main Ste. 300	P: 210-349-1163		February, 2010
		San Antonio, TX	F: 210-335-6713	San Antonio, TX 78212	gedwards@kellmunoz.com		, , , , , , , , , , , , , , , , , , , ,
				Marmon Mok Architects	Mark Westbrook		
				700 N. St. Mary's Ste 1600	P: 210-223-9492		
San Antonio. TX			ojcervantes@bexar.org	San Antonio. TX 78205	F: 210-223-2582		
Memorial Middle	Prime	Kingsville ISD	Rey Suarez	LaMarr Womack & Associates	Todd Brendalen	\$182,000.00	August, 2009
School Security	i iiiie	PO Box 871	P: 361-592-3387	711 N. Carancahua, Ste 404	P: 361-884-7442	\$102,000.00	August, 2009
Cameras		PO BOX 67 1		711 N. Carancanua, Ste 404			
		Wi TV 70000	F: 361-595-7805	O Ol	F: 361-883-1612		
Kingsville, TX	D :	Kingsville, TX 78363	DL'I D. M'III	Corpus Christi, TX 78475		007.450.070.00	A 1 0000
9th Grade Center	Prime	Del Valle ISD	Phil D. Williams	SHW Group Architects	Koleman Uresti	\$27,453,379.00	August, 2009
& Opportunity Center		5301 Ross Rd	P: 512-386-3126	300 West 6th St, Ste 2200	P: 512-795-0088		
			F: 512-386-5631		F: 512-795-0106		
Del Valle, TX		Del Valle, TX 78617	pwilliams@del-valle.k12.tx.us	Austin, TX 78701	kuresti@shwgroup.com		
Baker-Kaffie-Moody	Prime	Corpus Christi ISD	John Dibala	SolkaNavaTorno Architects	Ray Torno	\$445,000.00	August, 2009
Science Lab		PO Box 110	P: 361-695-7220	6262 Weber, Suite 310	P: 361-854-1474		
Upgrades			F: 361-886-9192		F: 361-854-1470		
Corpus Christi, TX		Corpus Christi, TX 78403		Corpus Christi, TX 78413	rtorno@sntarchitects.com		
Kingsville High School	Prime	Kingsville ISD	Rey Suarez	LaMarr Womack & Associates	Todd Brendalen	\$239,000.00	August, 2009
Science Classroom/		PO Box 871	P: 361-592-3387	711 N. Carancahua, Ste 404	P: 361-884-7442		
Lab Renovations			F: 361-595-7805		F: 361-883-1612		
Kingsville, TX		Kingsville, TX 78363		Corpus Christi, TX 78475			
Kingsville High	Prime	Kingsville ISD	Rey Suarez	LaMarr Womack & Associates	Todd Brendalen	\$239,000.00	August, 2009
School Electrical		PO Box 871	P: 361-592-3387	711 N. Carancahua, Ste 404	P: 361-884-7442		
Reconfiguration		Kingsville, TX 78363	F: 361-595-7805	Corpus Christi, TX 78475	F: 361-883-1612		
Kingsville, TX		Tungerine, 1707 eeee	1.001.000	Corpus Crimon, 170 170	1.001.000.1012		
James Masters / Horizon Pointe	Prime	Judson ISD	Ruben Moreno	PBK Architects, Inc.	David Garza	\$18,237,966.00	June 28, 2010
Elementary School	1 111110	8012 Shin Oak	P: 210-945-5544	601 NE Loop 410, Suite 600	P: 210-829-0123	ψ10,207,000.00	04110 20, 2010
Liementary denoti		OO12 OHIII OUK	F: 210-945-6900	001 NE 200p 410, Outle 000	F: 210-829-0578		
Converse, TX		San Antonio, TX 78233	r.moreno@judsonisd.org	San Antonio, TX 78209	davidwgarza@pbk.com		
Laurel Hall Texas State	Prime	Texas State University	Don Compton	Garza/Bomberger & Assoc.	Roland De La Garza	\$4,598,855.00	July, 2009
University Commons	1 111116	601 University Drive	P: 512-245-9189	5545 Fredericksburg Rd.	P: 210-349-7000	ψ+,υσυ,ουυ.υυ	July, 2009
-		OUT OHIVETSILY DITVE			F: 210-349-7820		
Complex		Con Marcos TV 70000	F:512-245-9172	Suite 400			
San Marcos, TX	Duine -	San Marcos, TX 78666	Name or Double	San Antonio, TX 78229	Design1@GBArch.net	#4 200 500 00	A.u
Webb Middle School	Prime	Austin ISD	Norman Barker	Garza/Bomberger & Assoc.	Don Lehning	\$4,360,509.00	August, 2009
Fine Arts Building Addition		1111 W. 6th	P: 512-414-8942	1946 S. IH 35, Suite 201	P: 512-462-4622		
Austin Energy Green Bldg.							
Two-Star Certified							
Austin, TX		Austin, TX 78703		Austin, TX 78704		1	
DART Rosa Parks	Prime	Dallas Area Rapid Transit	Carmen Spolar	Bridgefarmer & Associates	Lindsey White	\$1,526,868.00	June, 2009
		1401 Pacific Avenue	P: 214-749-2822 F: 214-749-2969	12801 North Central Expwy Suite 400	P:972-231-8800 F: 972-231-5900		
Dallas, TX		Dallas, TX	F. 214-749-2909	Dallas, TX 75243	F. 972-231-3900		
Adult Probation	Prime		Oscar Cervantes	Kell Munoz Architects	Geof Edwards	\$15.404.000.00	luly 2000
	Pillie	County of Bexar				\$15,404,888.00	July, 2009
Office Building		233 N. Pecos St. Ste. 420	P: 210-335-6700	1017 N. Main Ave, Ste. 300	P: 210-349-1163		
		0 44 : =================================	F: 210-335-2219	0 4 4 1	F: 210-525-1038		
San Antonio, TX		San Antonio, TX 78207	ojcervantes@bexar.org	San Antonio, TX 78212	gedwards@kellmunoz.com	1	

Old Settler's Palm Valley	d Settler's Palm Valley Prime City of Round Rock		Rick Atkins	Schrickel Rollins & Assoc.	Harry Parker	\$12,555,403.00	February, 2009
Sports Complex		221 East Main Street	P: 512-218-5540	1161 Corporate Dr. West	P: 817-649-3216		•
•			F: 512-218-7097	Suite 200	F: 817-640-8212		
Round Rock, TX	Round Rock, TX Round F			Arlington, TX 76006			
McCulloch County Prime Courthouse Historical		McCulloch County	Judge Danny Neal	The Williams Company Architects	Kim Williams	\$5,761,166.00	July , 2009
		100 Courthouse Square	P: 512-463-6095	450 E. Gunderson Drive	P: 512-346-8546		
Renovation		·	F: 512-463-6095		F: 512-346-8565		
Brady, TX		Brady, TX 76825		Carol Steam, IL 60188			
South Central Transit Center	Prime	Capital Metropolitan Transportation	Dale Norton	Aguirre Corporation	Scott Grubb	\$3,949,614.00	February, 2009
		Authority	P: 512-389-7460	700 Lavaca, Suite 600	P: 512-478-3020		
		2910 E. 5th Street	F: 512-389-7594		F: 512-478-4457		
Austin, TX		Austin, TX 78702		Austin, TX 78701			
Capital Metro 4th Street	Prime	Capital Metropolitan Transportation	King Kaul	Associated Consulting	Adam Mehevc	\$3,104,847.00	February, 2009
Light Rail Station & Track		Authority	P: 512-773-1326	Engineers	P: 512-329-0006		
Rehabilitation		2910 E. 5th Street		901 S. Mopac Bldg. 2	F: 512-329-0096		
Austin, TX		Austin, TX 78702	kjkaul@yahoo.com	Austin, TX 78746			
ML King Jr. Light Rail	Prime	Capital Metropolitan Transportation	King Kaul	Jacobs Carter & Burgess	Billy Jones	\$3,357,067.00	February, 2009
Station		Authority	P: 512-773-1326	1111 South Arroyo Pkwy	P: 512-314-3100		
		2910 E. 5th Street			F: 512-314-3135		
Austin, TX		Austin, TX 78702	kjkaul@yahoo.com	Pasadena, CA 91109			
	•	•				¢4 420 040 E44 00	

\$1,428,010,514.00



CREDIT INFORMATION:

Federal ID #: 74-2795868

Bank:

Wells Fargo Bank 111 Congress 11th Floor Austin, TX 78701 Contact: Sue Coulter Phone: 512-344-7012

Fax: 866-935-0576

Dun & Bradstreet #: 117775606

Bonding:

Insurance and Bonds, Inc. 10101 Reunion Place, Suite 100 San Antonio, TX 78216 Contact: Betty Reeh, Bonding Phone: 210-696-6688

Fax: 210-696-8414

TRADE REFERENCES:

Recon Services. Inc.: Jean Amsden, jean@973materials.com

Fax: 737-203-8811 Phone: 512-894-4441

PO Box 17665, Austin, TX 78760

Aries Building Systems, LLC.: Richard Stephens II dstephens@ariesbuildings.com

Phone: 281-448-2800

12600 N. Featherwood Dr. Ste 450

Houston, TX 77034

Gill Repographics, Inc. Joe Padilla, austinorders@gillrepo.com

Fax: 512-474-2190 Phone: 512-478-8000 7801 N Lamar, Ste B 171, Austin, TX 78752

If you require further information, please contact:

Judy Fisher Journeyman Construction, LLC 1000 N. Lamar, Ste 400 Austin, TX 78703

Fax: 512-374-2999 Phone: 512-247-7000

JOURNEYMAN CONSTRUCTION, LLC

Judy Fisher Vice President/Controller

9/29/2021



Commercial Banking MAC T7044-110 Wells Fargo Bank, N.A. 111 Congress Ave., Ste. 1100 Austin, TX 78701

June 11, 2020

Re: Journeyman Construction, LLC

To Whom It May Concern,

Journeyman Construction, LLC has been a valued customer of Wells Fargo Bank, N.A. since the year 2000. During this time, they have maintained excellent deposits of a low seven figures at Wells Fargo with no overdrafts or insufficient funds. We have extended credit to them as well over the years with all dealings handled in a satisfactory, as well as professional manner.

We look forward to a continued and prosperous relationship with Journeyman Construction, LLC. If you have any additional questions, please feel free to contact me.

Sincerely,

Luis Castillo Vice President – Commercial Banking Wells Fargo N.A. 111 Congress Avenue, Ste 1100 Austin, TX 78701

512-201-3957 Luis.a.castillo@WellsFargo.com



June 9, 2022

RE: Journeyman Construction, Inc.

To Whom It May Concern:

It has been a privilege for IBTX Risk Services to be the surety agent for Journeyman Construction, Inc. for many years.

Their current surety company is Liberty Mutual Insurance Company. Liberty Mutual Insurance Company is on the U.S. Treasury Department's Listing of Certified Sureties [Department Circular 570] and is rated XV by A.M. Best Company.

Liberty Mutual Insurance Company has provided for a \$75,000,000 single project/ \$150,000,000 aggregate program for Journeyman Construction, Inc. As always, Liberty Mutual Insurance Company reserves the right to perform underwriting at the time of any bond request including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

Any arrangement for bonds required by the contract is a matter between Journeyman Construction, Inc. and Liberty Mutual Insurance Company. We assume no liability to you or third parties if for any reason we cannot execute the bonds. In our opinion Journeyman Construction, Inc remains properly financed, well equipped and capably-managed.

Sincerely,

Betty Reeh

Attorney-in-Fact - Liberty Mutual Insurance Company

breeh@ib-tx.com / 210.697.2230



LOCATION

Austin, Texas

OWNER

JCI Residential 7701 N. Lamar Blvd., Suite 100 Austin, Texas 78752 Phone: 512.247.7000

ARCHITECT

Mr. Brian Rumsey Cross Architects 1255 W. 15th Street, #125 Plano, TX 75075 972-398-6644

SIZE/AREA

308 units 16 acres



Southpark Crossing

Southpark Crossing, a 308 unit luxury apartment community is located in the greater Austin area just eight miles north of downtown. The property is located adjacent to major employers, retail destinations and neighborhood schools. The community features 12 three-story buildings with available garage parking.

The site is also adjacent to Interstate 35 and within walking distance to Southpark Meadows shopping center. Southpark Meadows features major retailers such as Sams, Super Target, Walmart, JC Penney, Bed Bath and Beyond, Best Buy and Cinemark Theaters. The property covers 16 acres with sloping terrain and a wooded southern edge.

The site includes a clubhouse, an attractive and lush landscaped resort style pool area, private entrance gate system, and state of the art fitness center.











SIZE/AREA

312 units 16 acres

Estancia Villas

Estancia Villas, a 312 unit luxury apartment community is located in the greater Austin area, just nine miles from downtown. The property is situated in the newly developed Estancia Hill Country master-planned community and showcases 13 three-story buildings with available garage parking.

The community includes a clubhouse, an attractive and lush landscaped resort-style pool area, private entrance gate system, and premier fitness center. Units range from 550 to 1,295 square feet with an average square footage of 837. Each apartment home is equipped with a modern gourmet kitchen, custom cabinetry, spacious balconies with exterior storage, nine-foot ceilings, generous walk-in closets and storage, crown molding in formal living areas, ceiling fans, optional fireplaces and full-size washer and dryer connections.

The total site is 16 acres of sloping terrain with sweeping hill country views and heavily wooded surroundings. Residents have easy access to Interstate 35, allowing for an easy commute.







SIZE/AREA

292 Units 13 Buildings 14 Acres

The Highlands at Wells Branch

The Highlands, a 292 unit luxury apartment community located in the fast growing Austin suburb of Pflugerville. The site is located close to multiple technology companies such as Dell, Samsung and General Motors Innovation.

This development is home to 13 three story buildings, resident clubhouse, a lush landscaped resort-style pool area and state of the art fitness center. The private entrance gate system and detached parking garage provide residents with both security and convenience. The high-end finishes and superior JCI craftsmanship make this development stand out from others in the area.

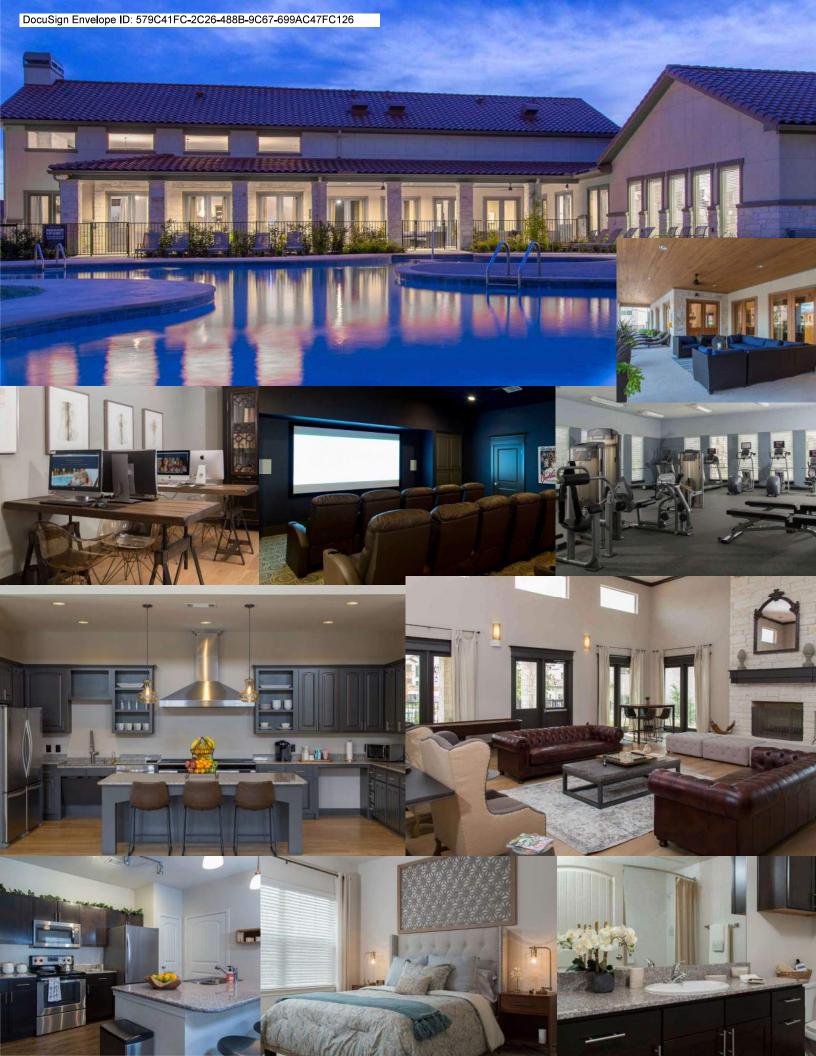
Apartment homes range from 625 to 1,295 square feet and offer 1BR/1B to 3BR/2B floorplans. Each unit has a private balcony with storage. This premier development is located on 14 sprawling acres with sloping terrain and sweeping south facing views.

Additionally, residents have easy access to major employers, grocery, award-winning schools with close proximity to Interstate 35 access.















SILVERADO CROSSING

300 UNITS BUDA TEXAS

Amenities

Fitness center
Large resort style pool and hot tub
Clubhouse/ Leasing facility with full kitchen
18 seat movie theatre
Concierge services
Door to door trash pick up
Garage and carport parking
Native Texas planting and garden areas
Stone and Stucco exterior materials
High speed data wiring throughout
Security systems
Fire sprinklers





BELTERRA SPRINGS

152 UNITS ORIPING SPRINGS TX

Amenities

24 Hr Fitness center
Resort style pool
Clubhouse/ Leasing facility with full kitchen
20 seat movie theatre
All two story buildings
Concierge services
Door to door trash pick up
Garage and carport parking
Native Texas planting and garden areas
Stone and Stucco exterior materials
High speed data wiring throughout
Security systems
Fire sprinklers



LOCATION

Round Rock, Texas

OWNER

Double Creek Assisted Living LP 1000 N. Lamar Blvd., Suite 400 Austin, Texas 78703 Phone: 512.247.7000

ARCHITECT

DFD Architects, Inc.
William A. Davies
305 W. Wukkis Street, Suite 101
Leander, Texas 78641

Phone: 512.259.4175

GENERAL CONTRACTOR

Journeyman Construction 1000 N. Lamar Blvd., Suite 400 Austin, TX 78703 Phone: 512.247.7000

SIZE/AREA

65,000 SF



DOUBLE CREEK ASSISTED LIVING

Completed in 2019, Double Creek Assisted Living is a 65,000 square foot, twostory assisted living and memory in Austin, Texas. This development features 66 assisted living units and 20 memory care units, can provide up to 105 resident beds and offers several community areas for residents to gather and socialize.

Double Creek provides assisted senior living services to residents and offers an attractive, welcoming and vibrant community where residents can choose from a mix of housing options and floor plans, services and amenities that provide them with as much or as little assistance as they need.

Property Highlights include:

- Therapy gym
- State of the art theater
- · Outdoor common areas, including landscaped courtyards
- · Activities onsite/offsite
- · Devotional services onsite
- · Activities offsite
- · Handicapped accessible
- · Comfortable furnished common areas including community room
- Bathtubs and showers equipped with grab bars
- Laundry and housekeeping services
- · Individually controlled heating/air conditioning

Key Property Features:

 Close access to Interstate 35 and convenient driving distance to Waco, Dallas, San Marcos and San Antonio.





GENERAL CONTRACTOR

Phone: 512.259.4175

Journeyman Construction 1000 N. Lamar Blvd., Suite 400 Austin, TX 78703 Phone: 512.247.7000

SIZE/AREA

63,821 SF

TECHRIDGE OAKS ASSISTED LIVING

Techridge Oaks is a state-of-the-art assisted living and memory care facility located in Austin, Texas. Completed in 2018, this project campus is a 63,821 SF facility consisting of 66 assisted living units and 20 memory care units, and can provide up to 105 resident beds. Numerous community areas are located throughout the facility to provide social interaction and activities for residents.

Technidge Oaks provides assisted senior living services to residents and offers an attractive, welcoming and vibrant community where residents can choose from a mix of housing options and floorplans, services and amenities that provide them with as much or as little assistance as they need.

Property highlights include:

- Therapy gym
- · State of the art theater
- · Outdoor common areas, including landscaped courtyards
- · Activities onsite/offsite
- · Devotional services onsite
- · Activities offsite
- · Handicapped accessible
- · Comfortable furnished common areas including community room
- · Bathtubs and showers equipped with grab bars
- · Laundry and housekeeping services
- · Individually controlled heating/air conditioning

Key property features:

 Close access to Interstate 35 and convenient driving distance to Waco, Dallas, San Marcos and San Antonio



AUSTIN-AREA



RANKED BY AUSTÍN AREA; NO. OF MULTIFAMILY UNITS UNDER DEVELOPMENT OR DELIVERED IN 2021

Building Up, Moving Forward

Rank	Business name (Prior rank) Website	Austin area: No. of multifamily units under development or delivered in 2021	Austin area: S.F. of Condo- Multifamily portion of project being developed by Austin division or completed during 2021	Nonlocal: No. of multifamily units under development or delivered in 2021	Out of area: S.F. of Condo- Multifamily portion of project being developed by Austin division or completed during 2021	No. of planned units in the Austin area	Representative multifamily properties	Top local development executive
0	Alliance Residential Co. * altresco.com	2,883	2,488,000	720	720,000	1,789	Broadstone Riverside (275 units, SE); Broadstone La Frontera (340 units, North); Prose Horizon (336 units, NE); Broadstone East End (307 units, East); Prose Manor (306, Far East)	Jeff Diltz, Managing director
2	Journeyman Group ① journeymangroup.com	2,721	2,132,101	0	0	1,912	Delco Flats (186 units, East); High Point Preserve (454 units, N. Central); Bridge at Granada (258 units, N. Central Pioneer Hill (300 units, NE); Water Oak Apts (292 units, South); Avery Oaks Apts (294 units, NW)	Kurt Goll, President, JCI Residential
3	Greystar Real Estate Partners ② greystar.com	2,701	2,177,000	582	561,000	396	Laurel (300 units, east); Union on 24th (552 units, West Campus); Symphony Square (388 units, CBD)	Derek Brown, Senior managing director
4	Endeavor Real Estate Group LLC 4 endeavor-re.com	1,301	1,205,975	n/a	920,054	2,174	The Quincy (347 units, CBD/Rainey District); Citizen House Decker (324 units, NE); 1200 Broadway (313 units, The Guch, Nashville)	David Roberts, Managing principal
5	Trammell Crow Co. ③ trammellcrow.com/austin	1,211	1,037,433	n/a		821	The Block Yard (344 units, east); The Grove Block 2 (268 units, central)	Brad Maples, Managing director
6	Wilson Capital ⊕ wilson-capital.com	1,191	1,205,700	0	0	1,314	Brio (336 units); Sommer (300 units); Wellspring Grove (223 units); Jovie at Pflugerville (182 units); Jovie at Belterra (150 units)	Taylor Wilson, President
7	Ryan Companies US Inc. (5) ryancompanies.com	1,061	1,099,978	450	450,000	n/a	321 West (382 units, Q4 2024); Mueller mulitfamily (345 units, Q4 2023); Blockhouse Leander garden-style (347 units)	Hunter Barrier, President, South Central Region
8	Mill Creek Residential Trust ⑦ mcrtrust.com	731	621,350	n/a		540	Modera EaDo (377 units, N. central)	Bart Schaetter, Managing director
9	Wayfinder Real Estate ★ wayfinderrealestate.com	683	581,202	295	354,285	781	Troubadour (321 units, UT); Lenox Boardwalk (339 units, E. Riverside)	Chris Sipes, Mac McElwrath, Principals
10	Lincoln Ventures ® Lincoln-Ventures.com	456	583,298	638	1,039,468	1,261	Waterloo (241 units, West Campus); 2513 Seton (215 units, West Campus)	David Kanne, President
•	The Geyser Group ★ thegeysergroup.com	439	427,916	n/a		326	The Johnny (76 units, Central Austin); Goodwin (363 units, East Austin)	Todd Peoples, Managing director
12	Cumby Group ® cumbygroup.com	422	727,162	n/a		687	Province (18 units, Central); The Emma (146 units, East); The Colorfield (10 units, DT); Westline (16 units, Central); Southstone (232 units, South)	Melissa Brown, VP of development
13	Transwestern Development Co. transwestern.com/development 3	399	182,882	n/a		408	3Waller (259 units, CBD); The Shoal (140 units, CBD)	Ty Puckett, Regional Partner
14	Kairoi Residential ¹ (8) kairoi.com	349	420,000	0	0	1,084	Sixth and Guadalupe (349 units, CBD)	Tony Curp, SVP development
15	Ledgestone Development ★ ledgestonetx.com	348	500,000	17	22,500	307	Westside landing (25 units, Lakeway); Gravity (90 units, NE); The Station (137 units, S. Central); Addie (46 units, Westlake); Coopers (30 units, South) Isabella (20 units, Central)	Cass Brewer, CEO/Partner
16	Brandywine Realty Trust ® brandywinerealty.com	341	378,900	n/a		272	One Uptown (341 units, Domain)	Leon Shadowen, VP of development
17	Aspen Heights Partners (9) ahpliving.com	323		698		186	Lakewood (351 units); Tempe, AZ (279 units); and Las Vegas (290 units)	Greg Henry, CEO
18	Presidium (1) presidiumre.com	283	281,533	n/a		1,466	Presidium Pecan District (272 units, North)	Cross Moceri, John Griggs, Co-CEOs
19	HPI Real Estate Services & Investments @ hpitx.com	262	217,797	0	0	0	Rhythm Apartments (262 units, NW)	Richard "Dick" Anderson, Partner
20	American Campus Communities Inc. ² (B) americancampus.com	66	66,927	1,175	1,219,293	545 ³	Concordia Univ. (66 units, Austin Hill Country); Georgetown (158 units, Washington DC); Manzanita Square (179 units, San Francisco State Univ.); Morth District (416 units, Univ. of California Riverside)	Jake Newman, SVP, development
21	Chameleon Companies (5) chameleongp.com	36	48,000	n/a		0	Mixed-use in South Austin (36 units; break ground in 2022)	Stuart Thomajan, CEO/ Founder
22	United Properties ★ uproperties.com	0	0	n/a		672	Planned: Shelby Ranch (302 units, S. Austin, 10'22); Bishop Momo (274 units, St. Elmo, 10'22)	Josh Delk, SVP, commercial development
23	CSW Development, LLC ★ cswdevelopment.com	0	0	n/a		670	Planned: South Lamar mixed use (320 units S. Central, 3Q22); 5th Street Creative (350 units, E. Central, 4Q22)	Todd Wallace, CEO
24	Generational Commercial Properties 🕏 gcpre.com	0	0	n/a		350	Planned: 2545 Brockton (310 units)	Joe Llamas, President
25	Galesi Group ★ galesi.com	0	0	n/a		300	Planned: Hillside on Parmer Lane (300 units, Harris Branch, 4Q23)	Ryan Buicko, Vice President
								•

¹ Kairol Residential and Lincoln Property co-own and are jointly developing the 6th and Guadalupe tract. Lincoln Property is handling the commercial component with 589,112 s.f. Kairol Residential is handling the multifamily portion with 349 units. 2 American Campus Communities Inc. announced in April 2022 that it will be purchased by funds controlled by Blackstone Inc., an alternative investment management firm. 3 American Campus Communities: Also, 730 units outside the Austin area.

AUSTIN BUSINESS JOURNAL



AUSTIN-AREA MULTIFAMILY REAL ESTATE DEVELOPMENT FIRMS

RANKED BY NO. OF MULTIFAMILY UNITS IN AUSTIN UNDER DEVELOPMENT OR DELIVERED IN 2019

	Business name (Prior rank) Website	Austin: No. of multifamily units under development or delivered in 2019	Austin: Corresponding s.f. of multifamily portion being developed	Nonlocal: No. of multifamily units under development or delivered in 2019	Planned units to break ground locally	Current representative multifamily projects	Top local development executive
0	Journeyman Group ② journeymangroup.com	2,214	1.96 million	0	1,460	FLORA (194 units); St John's West (297 units); Santa Clara (300 units); Eastridge (300 units); Palo Alto (300 units); Granada (258 units); Stonehill in Pflugerville (300 units); Philomena Assisted Living, Kyle (87 units); Buda Oaks Assisted Living (86 units); SoCo Assisted Living (85 units); Enfield Condos (7 units);	Sam Kumar, President, Journeyman Group
2	Oden Hughes LLC ① odenhughesllc.com	1,730	1.37 million	3,140	330	Lenox 7th (279 unitsl); Lenox Springs II (219 units); Lenox SoCo (300 units); Lenox Ridge (350 units); The Clark (226 units)	Craig Hughes, Steve Oden, Principals
3	Trammell Crow Co. (4) trammellcrow.com/austin	1,054	984,434	N/A	577	The Grove Block 4 (376 units); Crestview Station (353 units); The Magnolia (226 unitsl)	Adam Nims, Managing director
4	Kairoi Residential ® kairoiresidential.com	661	708,779	N/A	0	6 x Guadalupe 66-story mixed-use tower (349 units)	Tony Curp, SVP Development
5	Presidium ⑦ presidiumre.com	626	677,719	1,316	593	Edison (354 units, ERC); Presidium at the Pecan District (272 units, Pflugerville)	Cross Moceri , Co- CEO
6	Lonestar Development Partners * Idpre.com	511	448,405	N/A	336	The Rail at MLK; Bee Caves Vistas; Walden Square; Trailside Oaks	Ryan Larson, Principal
7	Catellus Development Corp.	406	N/A	318	406	AML at Mueller; permitted (406 units); Aspen Heights in Tempe, Ariz. (318 units)	Greg Weaver, EVP
8	Transwestern Development Co. transwestern.com/development	379	221,283	549	140	Candela on E. Sixth St (119 units); Block 36 (260 units, CBD)	Ty Puckett, Regional partner
9	Cielo Property Group ® cielopropertygroup.com	350	166,400	0	350	Block 87, permitted (350 units, delivery 1Q 2024)	Tyler Buckler, Director of development
10	Lincoln Property Company Austin ® Ipcaustin.com	349	385,000	N/A	0	6 x Guadalupe (349 units, CBD)	Seth Johnston, EVP
•	Endeavor Real Estate Group LLC ⑤ endeavor-re.com	328	276,000	1,247	324	The Quincy (328 units, CBD)	David Roberts, CFO
12	Southwest Strategies Group Inc. ① swsg.com	278	170,000	0	01	Hatchery Phase 1 (248 units); Hatchery Phase 2 (30 units)	Marcel Garza, Development team
13	HPI Real Estate Services & Investments (9) hpitx.com	262	N/A	0	02	Rhythm (262 units)	Richard "Dick" Anderson, Partner
14	Chameleon Companies ★ chameleongp.com	4	1,200	N/A	48	S. First St., 2020	Stuart Thomajan, CEO/Founder
15	American Campus Communities ** americancampus.com	0	N/A	5,794	N/A	Disney College Program in Orlando, FL phases I-II, delivering in 2020 (408 units); LightView at Northeastern Univ. (220 units); Honors College at Univ. of Ariz. (319 units); Academic & Residential Complex at Univ. of Illinois-Chicago (231 units)	Jake Newman, SVP, off-campus development
16	Brandywine Realty Trust ® brandywinerealty.com	0	0	0	617	Planned: Broadmoor Block A (343 units, Domain); Broadmoor Block F, phase 1, (274 units, Domain)	Leon Shadowen, VP of development
17	W2 Real Estate Partners ® W2REP.com	0	0	0	582	Pending: apartment units in Manor and San Marcos (582 units, break ground Q3 2020)	Steve Freche, Managing partner

Southwest Strategies: Plans to develop phase 3 of Hatchery but details have not been disclosed.

² HPI plans to break ground on Fiesta Trails in San Antonio with 330 units.

AUSTIN BUSINESS JOURNAL



Building Up, Moving Forward

MULTIFAMILY REAL ESTATE DEVELOPMENT FIRMS

RANKED BY NUMBER OF MULTIFAMILY UNITS UNDER DEVELOPMENT OR DELIVERED DURING 2018 BY THE AUSTIN OFFICE

	Business name (Prior rank) Website	Austin: No. of multifamily units under development or delivered in 2018	Austin: Corresponding s.f. of multifamily portion being developed	Nonlocal: No. of multifamily units under development or delivered in 2018	Planned units to break ground locally during 2019	Representative multifamily projects	Top local development executive
0	Oden Hughes LLC ① odenhughesllc.com	1,957	1,640,353	1,788	799	Lenox Boardwalk (339 units); Lenox Springs (400 units); West Fifth (226 units); Lenox Ridge (350 units); Cactus Rose (342 units); Foremost (300 units)	Craig Hughes, Steve Oden, Principals
2	Journeyman Group ② jciresidential.com	1,400	1,060,000	n/a	1,400	Estancia Villas (312 units); St Johns (294 units); Flora (194 units); Stone Hill (300 units); Santa Clara (300 units)	Sam Kumar, President Kurt Goll, VP, JCI Residential LLC
3	Ledcor ③ Ledcor.com	1,179	1,030,446	n/a	1,038	Edgewater (328 units); The Pearl (383 units); Oaks 6 (468 units)	Jeremy Jones, Development Manager
4	Trammell Crow Co. ① trammellcrow.com/austin	1,117	1,081,000	0	373	Northshore (439 units); Austin Proper (99 units); Crestview Phase 3 (353 units); Crestview Phase 4 (226 units)	Adam Nims, Principal
5	Endeavor Real Estate Group LLC ⑤ endeavor-re.com	933	773,000	n/a	347	Saltillo (800 units, including 100 affordable); The Lyndon in San Marcos (233 units, 515 beds)	David Roberts, CFO
6	St. Croix Capital Advisors LLC ® stcroixcra.com	638	689,685	n/a	0	The View (120 units); The Reserve at Springdale (324 units); Urban Oaks (194 units)	Kenneth Satterlee, President
7	Presidium ® presidiumre.com	626	677,719	538	0	Edison (354 units); The Elliott in Pflugerville (272 units)	Cross Moceri , Co-CEO
8	Kairoi Residential ¹ (9) kairoiresidential.com	312	330,711	n/a	349	Travis at the Lake (312 units)	Tony Curp, SVP Development
9	HPI Real Estate Services & Investments ®	265	318,000	n/a	300	Rythum; Azure (San Antonio)	Richard "Dick" Anderson, Partner
10	Transwestern Development Co. (a) transwestern.com/development	254	157,959	n/a	1	Indie (139 units); Candela (115 units)	Ty Puckett, EVP development
•	Southwest Strategies Group Inc. (6) swsg.com	244	240,000	n/a	244	The Hatchery Phase I (244 units)	John Rosato, Partner
12	W2 Real Estate Partners ² ⊛ ^{W2REP.com}	206	232,000	0	590	The Village at TheTriangle (senior living, 206 units)	Steve Freche, Managing partner
13	Mathias Partners 🏵 mathiaspartners.com	182	172,538	0	0	Tyndall at Robertson Hill (182 units, central/east)	Michael Levy, Matt Mathias, Principals
14	Trepex Construction (1) trepexconstruction.com	137	202,259	1,072	120	The Ridglea Assisted Living and Memory Care in Ft. Worth (780 units); Cambridge Village Independent Living Cottages in Mesquite, TX (19 units); Legacy Oaks of Azle Senior Living (200 units)	Brent Hammond, President/Owner















History



ARRIVE Architecture Group is a firm specializing in multi-housing residences for individuals, families and seniors. Our firm's practice is based on the belief that good architecture is a collaborative effort. Clients, developers, artists, design and technical consultants, financers and the architect create good buildings. Good buildings make good places to live.

Style should reflect the location, culture and use of the building. Therefore, one style is not appropriate to every building and every place. Arrive considers it the job of the architect, through the entire process of making buildings, to ensure success for the client. By continuing past traditions of residential design while incorporating contemporary technical and cost-saving advances, we are committed to making our buildings "home" for their residents. Whether single or multi-family, affordable or market-rate, assisted living / nursing, or student housing, we have the expertise to ensure a quality final product.

Multi-Family Expertise

Since 1998, our firm has focused our talents on mulit-family residences, designing more than sixty communities across the United States. From ubran mixed-use, to podium buildings and garden style apartments, ARRIVE Architecture Group brings an energetic, knowledgeable, value-driven and fresh approach to housing and their surrounding communities. We have been incorporating recycled materials, and other energy efficient and green building practices for many years. Receiving National recognition for our design work, we bring our clients a functional, as well as creative eye, to planning and design. Our firm specializes in the details and comfort of our future residents from the large-scale planning level, down to the individual home plan. Our team is committed to making all our communities "Home" for the residents, and thus a business success for our clients.

Urban Mixed-Use









The Residences West Village

913 W Main Street Oklahoma City, Oklahoma 73106

Building A - 124 Units Building B - 26 Units Building C - 129 Units Building D - 66 Units 256,145 Total Square Feet 58,070 Total Square Feet 260,673 Total Square Feet 138,779 Total Square Feet With Clubhouse

Urban Mixed-Use









Steelyard Apartments

505 E Sheridan Avenue Oklahoma City, Oklahoma 73104

250 Units

206,208 Total Square Feet without parking 430,111 Total Square Feet with parking

Urban Mixed-Use Wrap









The Edge at Midtown

1325 North Walker Ave. Oklahoma City, Oklahoma 73103

250 Units - Market Rate Mixed-Use 1st Floor Retail 5 Tier Parking Garage

217,810 Total Square Feet

Hybrid-Urban Apartments









Anatole at the Pines

1100 S. Loop 336 W Conroe, Texas 77304

304 Units

317,967 Total Square Feet

Affordable Urban-Style Apartments









High Point Apartments

414 W. Louisiana Ave. Dallas, Texas 75224

161 Units - Affordable Family Apartments

204,016 Total Square Feet

Garden Style Apartments









The Legend Apartments

2400 Corporation Pkwy Waco, Texas 76712

180 Units - Market Rate Apartments

128,386Total Square Feet

Urban Mixed-Use Renovation









75 West Apartments

7927 Forest Lane Dallas, Texas 75230

Amenity Space Renovation Exterior Facade Remodel

Urban Mixed-Use









Two 99 Monroe

299 Monroe Ave. Roanoke, TX 76262

311 Units

470,245 Total Gross Square Feet

Affordable Apartments









Churchill at Champions Circle

3424 Outlet Blvd. Fort Worth, Texas 76177

132 Units

150,763 Total Square Feet

Student Housing Apartments









The Flats at Walden Grove

Trevecca Nazarene University

225 Walden Village Lane Nashville, Tennessee 37210

126 Units

208,242 Total Square Feet

Hybrid Garden Apartments









Palm Bluff Place

1825 Billy G Webb Drive Portland, Texas 78374

250 Units

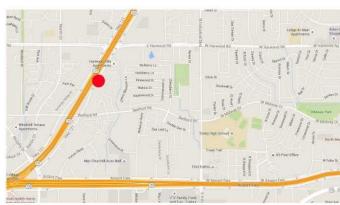
309,693 Total Square Feet

Connect With Us



2344 Highway 121 Suite 100 Bedford, Texas 76021 Ph: 817.514.0584 www.arriveag.com







J. Marc Tolson, AIA Owner | Managing Principal

Marc has been with Arrive since its inception in 1998 as Galier. Tolson. French Design Associates, winning numerous awards for excellence in design; most notably in the senior living market. Marc works hands-on within the firm actively designing and mastering each building's design concept. He holds a Bachelor of Environmental Design in Architecture from NC State and a Masters of Architecture degree from the University of Florida. He is a member of the American Institute of Architects and is an active leader at First Baptist Church of Hurst.



Byran McMurtre Partner | Senior Project Manager

Bryan came to Arrive in 2005 bringing additional multi-family experience to the firm. Bryan holds a Bachelors of Architecture degree from the University of Texas at Arlington. He currently manages a multi-family team specializing in Urban, Mixed-Use projects, upscale Independent Living communities and for-sale condominiums. Bryan also has experience with sustainable design, successfully completing numerous LEED certified buildings, while winning numerous awards for excellence in design.



Josh Spoerl Principal | Senior Project Manager

Josh joined Arrive in June of 2006 as an Intern Architect and has spent nearly 10 years in the multi-family market. He has experience ranging from Garden Style Apartments to Townhomes, to Mixed-Use podium buildings. He has both his Bachelors and Master's degrees in Architecture from The University of Texas at Arlington. Currently, he manages a design team specializing in Garden Style Apartments, Townhomes, and Upscale Loft Apartments.



ARRIVE Architecture Group is a firm specializing in multi-housing residences for individuals, families, and seniors. Our firm's practice is based on the belief that good architecture is a collaborative effort. Clients, developers, artists, design and technical consultants, financers, and the architect create good buildings. Good buildings make good places to live.

We believe style should reflect the location, culture and use of the building. Therefore, one style is not appropriate to every building and every place. Our job as the architect, throughout the entire process of making buildings, is to ensure success for our clients. We believe in continuing past traditions of residential design while incorporating contemporary, technical and cost-saving advances. We are committed to making our buildings "home" for their residents, whether single or multi-family; affordable or market-rate; assisted living/memory care or skilled nursing; apartments or student housing.

ARRIVE's Expertise

Since 1998, our firm has designed over sixty communities and countless other residential projects.

We have been using recycled materials, and other energy efficient and green building practices for many years. Arrive strives to incorporate green building practices starting with conservation of natural features on site as well as historic preservation during site plan coordination. Receiving National recognition for our design work, we bring our clients a functional, as well as creative eye to planning and design. Our firm specializes in the details and comfort of our future residents from the large scale planning level down to the individual home plan and appointments. Our team is committed in making all our communities "Home" for the residents, and therefore a business success for our clients.



EDUCATION: Master of Architecture, University of Florida

Gainesville, Florida, 1994

Bachelor of Environmental Design in Architecture, Cum Laude

North Carolina State University Raleigh, North Carolina, 1989

EXPERIENCE: Arrive Architecture Group, LLC – Owner/Architect/Managing Principal

Bedford, Texas July 1998 to present

John Marc Tolson Architecture, LLC – Owner/Architect/Managing Member

Bedford, Texas

August 2016 to present

Peter W. Galier Associates - Senior Project Designer and Project Manager,

Fort Worth, Texas

Lu Hadaway Cox Interior Design - Design Associate & Intern Project Manager

Gainesville, Florida

Obrien Atkins Associates - Special Project Manager

Chapel Hill, North Carolina

Professional Affiliations/Community Involvement:

REGISTRATIONS: Registered Architect in the following States:

Texas, Alabama, Arizona, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Kansas,

Louisiana, Mississippi, Missouri, New Mexico, N. Carolina, N. Dakota, Oklahoma, S. Carolina,

Tennessee, Virginia and Wyoming.

MEMBER: 1. Board Member (2018-2022): American Institute of Architects - Design for Aging Knowledge

Community

2. American Institute of Architects (A.I.A.)-Fort Worth Chapter A.I.A. Member

3. U.S. Green Building Council

4. NCARB (National Council of Architectural Registration Boards)

5. Leadership Task Force Member: First Baptist Church Hurst, Hurst, Texas

DESIGN AWARDS: 16 Design Awards for ARRIVE Architecture Group to date 2020



EDUCATION Associate of Arts, Beloit College

Beloit, Wisconsin, 1995

AutoCAD Certification

Tarrant County Junior College

Arlington, Texas, 1996

Bachelor's Degree in Architecture University of Texas at Arlington

Arlington, Texas, 1995

EXPERIENCE Arrive Architecture Group - Owner/Senior Project Manager

Responsible for the Multi-family Design Team specializing in Senior Design

Bedford, Texas July 1998 to present

Peter W. Galier Associates - Project Manager

Fort Worth, Texas

Gilbert Construction Company - Assistant Crew Chief

Dallas, Texas

Professional Affiliations:

MEMBER American Institute of Architects, Associate Member AIAA

Us Green Building Council, LEED Green Associate

DESIGN AWARDS 2015 Best 50+ Housing Awards - Silver Achievement Award

2014 Best 50+ Housing Awards - Silver Achievement Award

2007 NAHB 50+ Housing Council Design Award Gold Achievement Award

Recipient for Assisted Living

2005 NAHB 50+ Housing Council Best of Seniors Housing Award

Silver Achievement Award Recipient

2004 NAHB Senior Housing Council Gold Achievement Award

for Affordable Senior Apartments



EDUCATION: Bachelor of Architecture

University of Texas, Arlington

Arlington, Texas, 1999

Texas A&M University College Station, Texas

1993-1994

Tarrant County College

1992-1993

EXPERIENCE: Arrive Architecture Group – Senior Project Manager

Bedford, Texas

August 2005 to present

Responsibilities include leading the For-Sale Condominium Team/Senior

Housing Team.

Hensley Lamkin Rachel, Inc. - Project Manager/Designer

Dallas, Texas

James, Harwick + Partners Inc. - Designer/Coordinator

Dallas, Texas

Lockwood Greene - Architect Assistant

Dallas, Texas

Professional Affiliations:

ASSOCIATE MEMBER: American Institute of Architects

DESIGN AWARDS: 2013 NAHB 50+ Green Community Silver Achievement Award

2009 NAHB Senior Housing Council Design Award Silver Achievement Award

Recipient for Assisted Living



EDUCATION: Masters in Architecture

University of Texas, Arlington

Arlington, Texas, 2008

Bachelor of Architecture University of Texas, Arlington Arlington, Texas, 2006

University of Texas at Austin Austin, Texas, 1997 - 1999

EXPERIENCE: Arrive Architecture Group - Project Manager

Bedford, Texas June 2006 to present

Responsibilities Include: Townhomes, Garden Style, Podium Buildings

Good Fulton and Farrell, Inc. - Architectural Intern

Dallas, Texas

March 2004 - June 2006

RECENT PROJECTS: THE EDGE AT MIDTOWN

Description: Market Rate, HUDd(4), 250 Urban Units

HIGH POINT SENIORS

Description: 140 Unit Senior Apartments

THE BOULEVARD at CORINTH

Description: HUD 221 d(4), 193 Garden Units

THE ENCLAVE at GRAPEVINE

Description: Market Rate, 231 Urban Units/Townhomes

CYPRESSWOOD ESTATES

Description: 88 Units - Senior Apartments with Common Area

DESIGN AWARDS: 2013 NAHB 50+ Green Community Silver Achievement Award

2009 NAHB Senior Housing Council Design Award Silver Achievement Award

Recipient for Assisted Living

2008 NAHB Senior Housing Council Design Award Gold Achievement Award

2007 NAHB 50+ Housing Council Best of Seniors Housing Award Special Judges Award

For Active Adult Innovation



MULTI-FAMILY/GARDEN PROJECTS

LEGEND PARK APARTMENTS

Lawton, Oklahoma

Description: Market Rate, HUD d(4), 264 Garden Units

HOLLAND LAKE

Weatherford, Texas

Description: Market Rate, HUD 221 d(4), Garden Units

ROCK RIDGE RANCH APARTMENTS

Arlington, Texas

Description: Market rate, HUD D-3, 285 Garden Units

Winner: 2004 McSam Awards Best Multi-Family Residential

Community

BARDIN GREENE APARTMENTS

Arlington, Texas

Description: Market Rate, HUD D-3, 285 Garden Units

BENT TREE TOWN HOMES

Waxahachie, Texas

Description: Tax Credit, 250 Garden Units

RANCH VIEW TOWN HOMES

Greenville, Texas

Description: Tax Credit, 250 Garden Units

TOWER RIDGE APARTMENTS

Corinth, Texas

Description: Tax Credit, 240 Garden Units

ANATOLE at the PINE

Conroe. Texas

Description: Market Rate, HUD 221 d(4), 250 Units

PALM BLUFF PLACE APARTMENTS

Portland, Texas

Description: Market Rate, 304 Units

THE BOULEVARD at CORINTH

Corinth, Texas

Description: HUD 221 d(4), 193 Garden Units

OXFORD at LAKEVIEW

Corinth, Texas

Description: Market Rate, 240 Garden Units

THE HAVENS at CITY VIEW—ANATOLE PHASE I

Lubbock, Texas

Description: HUD 221 d {4}, 150 Units

THE ANATOLE at CITY VIEW—PHASE II

Lubbock, Texas

Description: Conventional, 68 Units

PROVIDENCE ON THE PARK APARTMENTS

Dallas, Texas

Description: Tax Credit, 280 Garden Units

PROVIDENCE at PRAIRIE OAKS

Arlington, Texas

Description: Tax Credit, 206 Garden Units

PROVIDENCE at VILLAGE FAIR

Dallas, Texas

Description: Tax Credit, 252 Garden Units

MARINE CREEK APARTMENTS

Fort Worth, Texas

Description: Tax Credit, 252 Urban & Garden Units

PROVIDENCE PLACE APARTMENTS

Denton, Texas

Description: Market rate, HUD 221 d(4), 264 Garden Units

PROVIDENCE PLACE II

Denton, Texas

Description: Tax Credit, 252 Urban & Garden Units

THE LEGEND APARTMENTS

Waco, Texas

Description: Market Rate, HUD 221 d(4), 250 Units

THE LEGEND APARTMENTS - PHASE II

Waco, Texas

Description: Market Rate, HUD 221 d(4), 250 Units



MULTI-FAMILY/URBAN and MIXED USE

THE EDGE at MIDTOWN Oklahoma City, Oklahoma

Description: Market Rate, HUDd(4), 250 Urban Units

STEEL YARD APARTMENTS Oklahoma City, Oklahoma

Description: Market Rate, HUD 221 d(4), 251 Urban Units

THE RESIDENCES (WEST VILLAGE)

Oklahoma City, Oklahoma

Description: Market Rate, HUD 221 d(4), 250 Units

ETOWAH TERRACE Rome, Georgia

Description: Tax Credit, 100 Urban Senior Units

ENCLAVE at GRAPEVINE

Grapevine, Texas

Description: Market Rate, 231 Urban Units

CHURCHILL at CHAMPIONS CIRCLE

Fort Worth, Texas

Description: Tax Credit, 132 Urban Family Units

HIGH POINT FAMILY

Dallas, Texas

Description: Tax Credit, 161 Urban Family Units

THE FLATS at WALDEN GROVE

Nashville, Tennessee

Description: Market Rate, HUD 221 d(4), 125 Urban Units

MAYWOOD PHASE II Oklahoma City, Oklahoma

Description: HUD 221 d(4), 169 Urban Units

BARRON'S BRANCH - PHASE I & II

Waco, Texas

Description: Tax Credit, 168 Urban Units



SENIORS APARTMENTS - INDEPENDENT LIVING PROJECTS

THE LEGACY at WALTON OVERLOOK

Acworth, Georgia

**Description: 100 Senior Apartments with Common Area

GRAND RESERVE SENIORS COMMUNITY

McKinney, Texas

**Description: 180 Apartments with Common Area

HIGH POINT SENIORS

Dallas, Texas

**Description: 140 Unit Senior Apartments

THE HERITAGE at WALTON RESERVE SENIORS

COMMUNITY

Cobb County, Georgia

Description: 105 Units-Senior Apartments

BUENA VISTA SENIORS COMMUNITY

Cleburne, Texas

**Description: Tax Credit-Bonds 230 Apartments with

Common Area

CHARTWELL at LAKE HIGHLANDS

Arlington, Texas

**Description: HUD 221 D(4) Tax-Credit Bonds

261 Apartments with Common Area

THE LEGACY at WALTON OAKS

Augusta, Georgia

**Description: 75 Unit Senior Apartments

CYPRESSWOOD ESTATES

Houston, Texas

**Description: 88 Units-Senior Apartments with Common Area

Winner: 2013 Best 50+ Green Community

Silver Achievement

THE LEGACY at WALTON VILLAGE

Marietta, Georgia

**Description: 125 Unit Senior Apartments

ETOWAH TERRACE

Rome, Georgia

**Description: 77 Urban Units

PARKVIEW at HOLLYBROOK

Longview, Texas

Description: Conventional 63 Units

ARABELLA of LONGVIEW I.L.

Longview, Texas

Description: Conventional 132 Units

Winner: 2017 Best 55+ Market Rate Rental Community

Gold Achievement

EVERGREEN at KELLER

Keller, Texas

**Description: 120 Urban Units

EVERGREEN at VISTA RIDGE

Lewisville, Texas

Description: Tax Credit 208 Units-Senior Apartments with Com-

mon Area

EVERGREEN at FARMERS BRANCH

Farmers Branch, Texas

**Description: 120 Units-Senior Apartments with Common Area

EVERGREEN at THE MORNINGSTAR

The Colony, Texas

**Description: 145 Units-Senior Apartments with Common Area

SIERRA MEADOWS APARTMENTS

Houston, Texas

**Description: 175 Units-Senior Apartments with Common Area

WATERCREST at MANSFIELD

Mansfield, Texas

Description: Conventional 220 Apartments with Common Area

LEGACY at WALTON VILLAGE - PHASE II

Marietta, Georgia

**Description: 126 Units-Senior Apartments with Common Area

GRAND RESERVE at WAXAHACHIE

Waxahachie, Texas

**Description: 102 Units-Senior Apartments with Common Area

LAKEVIEW at JOSEY RANCH

Carrollton, Texas

Description: Market Rate, 172 Urban Units

EVERGREEN at PLANO

Plano, Texas

** Description: 118 Urban Units

WATERCREST AT SUGARLAND

Sugarland, Texas

Description: Conventional 192 Units

WEATHERFORD TOWN CENTER SENIOR APARTMENTS

Weatherford, Texas

**Description: 60 Units Senior Apartments

WATERCREST at ALLIANCE

Fort Worth, Texas

Description: Market Rate, 207 Units with Common Area

** INDICATES TAX CREDIT - H.U.D.FINANCING



INDEPENDENT LIVING - ASSISTED LIVING, MEMORY CARE AND NURSING PROJECTS

ORCHARD PARK ASSISTED LIVING and

MEMORY CARE

Description: HUD 232, 75 Unit Assisted Living and

Memory Care

Murphy, Texas Allen, Texas - Non HUD Odessa, Texas Mesa, Arizona - Non HUD Kyle, Texas Gilbert, Arizona - Non HUD Pearland, Texas Surprise, Arizona - Non HUD League City, Texas Phoenix, Arizona - Non HUD

THE BLAKE at GULF BREEZE ASSISTED LIVING

Gulf Breeze, Florida

Description: Conventional 100 Beds (65 Assisted Living

and 35 Memory Care)

THE BLAKE at LAFAYETTE ASSISTED LIVING

Lafayette, Louisiana

Description: Conventional 114 Beds (74 Assisted Living

and 40 Memory Care)

The Blake at Bossier City Bossier City, LA Pensacola, FL The Blake at Pensacola The Blake at Kingsport Kingsport, TN The Blake at Oakleigh Charlottesville, VA The Blake at Colonial Club Metairie, LA

THE OAKS at FLOWER MOUND

Flower Mound, Texas

Description: Market Rate, 58 Units Assisted Living and

24 Units Memory Care

2016 Best of 55+ Assisted Living / Specialty Needs Silver Achievement Award

ISLE at RAIDER RANCH ASSISTED LIVING VILLAS at RAIDER RANCH

Lubbock, Texas

Description: 110 Beds (Assisted Living), 80 Villas, and

150 Units Independent Living

ISLE at WATERMERE ASSISTED LIVING and MEMORY CARE

WATERMERE at SOUTHLAKE

Southlake, Texas

Description: Conventional 91 Beds (Assisted Living), 85 For-Sale Villas Homes, and 150 Condominium Homes Winner of the 2008 NAHB Seniors Housing Council

Gold Achievement Award

Winner of the 2009 NAHB Seniors Housing Council Silver Achievement Award

ISLE at SHADOW CREEK RANCH and WATERCREST at SHADOW CREEK RANCH

Pearland, Texas

Description: Conventional, 105 Assisted Living Units, 8

Villa Units, 214 Independent Living Units

ISLE at WATERMERE FRISCO and

WATERMERE at FRISCO

Frisco, Texas

Description: Conventional 113 Units/136 Beds (Assisted Living),

251 Independent Living Units

Winner of the 2017 Multifamily Pillars of the Industry / Best 55+

Multifamily Community

Winner of the 2017 Best 55+ Independent Living Community Gold

Achievement

THE ESTATES ON LAKE GRANDBURY - PHASE ONE

RETIREMENT CENTER

Granbury, Texas

Description: Three-story, 100 Units

SIGNATURE SENIOR LIVING

Description: Conventional 75 Unit/79 Bed Assisted Living and

Memory Care

Walnut Creek Mansfield, Texas Martin Crest Weatherford, Texas Azalea Trails Tyler, Texas Willow Bend Denton, Texas Rosewood Flower Mound, Texas

ISLE at WATERCREST ASSISTED LIVING - MEMORY CARE

AND SKILLED NURSING FACILITY

WATERCREST at BRYAN

Bryan, Texas

Description: Conventional 85 Beds (Assisted Living) and

200 Independent Living Units

ISLE at WATERVIEW ASSISTED LIVING - MEMORY CARE and

SKILLED NURSING FACILITY WATERVIEW at MANSFIELD

Mansfield, Texas

Description: Conventional 49 Beds (Assisted Living) and

199 Independent Living Units

EMERITUS at KINGWOOD

Kingwood, Texas

Description: 49 Assisted Living, 26 Memory Care, and 18 Nursing

Units

ARABELLA of LONGVIEW AL/MC AND COTTAGES

Longview, Texas

Description: Conventional 79 Units / 20 Cottages

Winner: 2017 Best 55+ Market Rate Rental Community

Gold Achievement

U.S. MEMORY CARE CEDAR PARK

Cedar Park, Texas

Description: Conventional 70 Units

2016 Best of 55+ Common/Amenity Space

Gold Innovation Award



REHABILITATION PROJECTS:

MAGNOLIA ACRES SENIOR APARTMENTS

Angleton, Texas

Description: HUD 221 d(4) - Tax Credit Major Rehabilitation of

67 Units

Cost: \$3 Million

BLESSING COURT SENIOR APARTMENTS

Bedford, Texas

Description: HUD 221 d(4) - Tax Credit Major Rehabilitation of

104 Units

Cost: \$4.2 Million

Winner: 2014 Best 50+ Remodeled Project

Silver Achievement

PARKVIEW PLACE SENIOR APARTMENTS

Huntsville, Texas

Description: HUD 221 d(4) - Tax Credit Major Rehabilitation of

41 Units

Cost: \$1.8 Million

LEED PROJECTS:

CYPRESSWOOD ESTATES

Houston, Texas

**Description: 88 Units-Senior Apartments with Common Area

Status: Certified LEED Platinum 2011

Winner: 2013 Best 50+ Green Community

Silver Achievement

THE EDGE at MIDTOWN Oklahoma City, Oklahoma

Description: Market Rate, HUD d(4) - 250 Urban Units

LEED Silver

HIGH POINT SENIORS

Dallas, Texas

**Description: 140 Units-Senior Apartments

LEED Certified



2017 Multifamily Pillars of the Industry / Best 55+ Multifamily Community Watermere at Frisco, Frisco, Texas

The Best of 55+ Housing Awards 2017—Gold Achievement Award for Best 55+ Independent Living Community Watermere at Frisco, Frisco, Texas

The Best of 55+ Housing Awards 2017—Gold Achievement Award for Best 55+ Market Rate Rental Community *Arabella of Longview, Longview, Texas*

The Best of 55+ Housing Awards 2016—Gold Innovation Award for Best 55+ Common / Amenity Space US Memory Care Cedar Park, Cedar Park, Texas

The Best of 55+ Housing Awards 2016—Silver Achievement Award for Best 55+ Common / Amenity Space US Memory Care Cedar Park, Cedar Park, Texas

The Best of 55+ Housing Awards 2016—Silver Achievement Award for Best 55+ Assisted Living / Special Needs Community The Oaks at Flower Mound, Flower Mound, Texas

The Best of 50+ Housing Awards 2015—Silver Achievement Award for Best 50+ Assisted Living/Special Needs Community *The Landing at Watermere North Tower, Tarrant County, Texas*

The Zweig Letter 2014 Hot 100 Firms List #53

The Best of 50+ Housing Awards 2014—Silver Achievement Award for Best 50+ Remodeled Project Blessing Court, Tarrant County, Texas

The Best of 50+ Housing Awards 2013—Silver Achievement Award for Best 50+ Green Community Cypresswood Estates, Harris County, Texas

Finalist Pillars of the Industry 2011, Best Example of Green Building Concepts Cypresswood Estates, Harris County, Texas

The Best of 50+ Housing Awards 2008 - Gold Achievement Award for Active Adult Attached Home Design For Sale over 2,400 S.F. for *Waterrmere at Southlake*

The Best of 50+ Housing Awards 2008 Gold Achievement Award for Assisted Living for *Residencia Assistada, Monterrey, Mexico*

The Zweig Letter 2007 Hot 200 Firms List Honorable Mention

The Best of 50+ Housing Awards 2007 - Innovation

Design Excellence Award 2007



CLIENT: Robert White / Jay Patel

> Sage Development Group 600 Grand Panama Blvd Suite 304 Panama City Beach, FL 32407

(850) 238-8526

RECENT PROJECTS:

Seagrass Village Harper's Station - Gainesville Seagrass Village - Daphne

CLIENT: Mark Beffort / Kristen Burroghs

Newmark Grubb Strange Levy Beffort

204 N. Robinson, Suite 700 Oklahoma City, OK, 73102

(405) 772-7438

West Villages Oklahoma City, Oklahoma RECENT PROJECTS:

Paul Milosevich CLIENT:

Integrated Real Estate 3110 W. Southlake Blvd. Southlake, Texas 76092 (817) 742-1851

Watercrest at Shadow Creek Ranch **RECENT PROJECTS:**

Two99 Monroe (Enclave at Roanoke)
Watermere at The Preserve

CLIENT: **Brad Forslund**

Churchill Residential

5605 N. MacArthur Blvd., Suite 580

Irving, Texas 75038 (972) 550-7800

RECENT PROJECTS:

Chartwell at Lake Highlands Evergreen at Arbor Hills Evergreen at Rowlett Churchill Golden Triangle

Adam Mitchell CLIENT:

LifeCare Properties

286 Beauvoir Road, Suite 200 Biloxi, Mississippi 39531

(228) 594-3400

RECENT PROJECTS: The Blake at New Braunfels

The Blake at Waco

New Braunfels, Texas

Gulf Shores, Alabama Gainesville, Virginia

Daphne, Alabama

Pearland, Texas Roanoke, Texas

Dallas, Texas

Carollton, Texas Rowlett, Texas

Fort Worth, Texas

N. Richland Hills, Texas

Waco, Texas

Cameron HiLine RHDA Proposal May 3rd, 2024



Attachment 2c

"Resumes of Property Management Team"





PROFESSIONAL QUALIFICATIONS STATEMENT

STATEMENT OF PURPOSE AND PHILOSOPHY

Alpha Barnes Real Estate Services is a full-service, third-party management firm presently managing approximately 40,000 multi-family units. Founded in 2000, Alpha Barnes maintains six offices across three states and 950 staff members in the field of property management, and our portfolio extends to over 85 cities.

In late 2020, Alpha Barnes was acquired by **Asset Living**, a Houston-based real estate management firm. Founded in 1986, Asset Living holds a NMHC #3 Ranking with a growing portfolio well over 200,000 units, which includes a multitude of properties and employees across the nation. Combined, Alpha Barnes/Asset Living manages a portfolio of over 200,000 units to include conventional, student housing and affordable units.

Home is one of the most important places for everyone. For this reason, we, at Alpha Barnes, are meticulous in every aspect of our responsibility. Our Team aims is to provide the best home for every person who chooses to live at one of the many Alpha Barnes communities. We understand the faith our residents place in us, as well as, the fiduciary responsibility our clients place in us, these factors are the basis of our management. We provide personalized services to each Client, Resident and Property. The Alpha Barnes Teams focus on surpassing expectations; we understand the goals of ownership. The reputation of Alpha Barnes is based on trust, integrity and commitment.

Asset Living is an Accredited Management Organization® (AMO®). This AMO® designation ensures that Asset Living has met the ongoing requirements of The Institute of Real Estate Management. These requirements include increased levels of fidelity and liability coverage, proven financial stability and continuing education for the Executive Property Managers. Less than 650 firms across the United States and Canada have achieved and maintained this prestigious designation and it is further evidence of ABRES's commitment to excellence.



AREAS OF EXPERTISE

The primary business of **Alpha Barnes Real Estate Services** is the management of residential, rental real estate for private owners, non-profit entities, financial institutions and government agencies. In this role, **Alpha Barnes Real Estate Services** provides comprehensive management services that cover all phases of property operations including management, leasing maintenance, financial management and owner and government compliance and reporting. Presently, the firm manages properties in all areas of Texas and operates from its main office in Dallas with regional offices in San Antonio and Austin, as well as staff based in Texarkana, Houston and Corpus Christi.



In addition to its overall expertise in apartment management, **Alpha Barnes Real Estate Services** possesses a specific capability in the management and operation of affordable housing for families or for the elderly. This category of property includes the follows:

1. Low Income Housing Tax Credit (LIHTC)

Alpha Barnes Real Estate Services presently manages over 225 properties which utilize the LIHTC. Compliance with LIHTC program requirements is controlled by direct supervisory and compliance staff review of all work and extensive training of all personnel. **Alpha Barnes Real Estate Services** takes special pride in its reputation as an expert in this program and works hard to maintain that reputation.

2. New Construction

Alpha Barnes's new construction lease-up experience is impressive. The firm's new development background includes project design consulting, pre-construction planning, décor consulting, promotion and full lease-up for over 175+ properties, totaling over 30,000 units across Texas. Our objective is to reach full occupancy and maximize the bottom line in the shortest time possible in accordance with the owner's investment parameters. About 75% of our lease-ups have been completed in 9 months or less and a full 51% have been completed in 6 months or less.

3. Value Add Experience

Real estate assets require periodic improvements, repairs, or in some cases, a complete repositioning. Alpha Barnes understands this facet of investment ownership and has maintained a personnel base with the knowledge, expertise, and experience to assist our clients when such projects are contemplated. Coordinating the rehab process with the management of the property is essential, and ABRES has perfected our role in this process to ensure operational goals are either met or exceeded. We have a proven track record of successful repositioning that have continued to earn us praise from our clients, residents, and industry peers. In fact, in recent years ABRES managed properties have undergone comprehensive rehabs ranging from \$125,000 to over \$3 million.

4. HUD Financed Properties

Alpha Barnes Real Estate Services operates projects financed by the U.S. Department of Housing and Urban Development (HUD) under the 221(d)(4) and 223(f) programs, the Section 202 program, and the Section 811 program. **Alpha Barnes Real Estate Services** is familiar with the reporting requirements of all housing related HUD programs as well as the management intricacies.

5. Properties with HUD Section 8

Alpha Barnes Real Estate Services is under contract to operate 17 entities that have projected-based Section 8 rent subsidies. In addition, **Alpha Barnes Real Estate Services** completes the paperwork for Section 8 projects for several other management companies on a contract basis. **Alpha Barnes Real Estate Services** has five Certified Occupancy Specialists' (COS) on staff.



6. Tax Exempt Bonds

Alpha Barnes Real Estate Services currently manages dozens of properties that utilized tax exempt bonds to assist in their financing and we are familiar with the restrictions imposed on leasing and the reporting requirements necessary to dovetail with the LIHTC program and to produce program compliance with both programs.

7. Non-Profit Groups and Public Agencies

As one of the primary aspects of this proposed management assignment is the ability to work with non-profit groups and public agencies, prior experience working with non-profits appears to be particularly important. Over its history, **Alpha Barnes Real Estate Services** has served to manage property for, consult for and to assist many non-profit groups. Current non-profit clients include:

Deaf Action Center, Dallas, Texas

Alamo Community Group, San Antonio, Texas

Mental Health Association of Oklahoma, Oklahoma

Texas Inter-Faith Housing, Houston, Texas

Operation Relief Center, Dallas, Texas



Through our unwavering commitment to quality, we have grown organically from a small property management firm to one of the most trusted allies in real estate.



SUMMARY OF APARTMENT MANAGEMENT SERVICES

Alpha Barnes Real Estate Services strives to provide our multi-family clients with the best and most complete services available. A summary of these five major areas of service follows:

a. MANAGEMENT AND LEASING

- Advertise, market and lease units.
- Develop and enforce property rules and regulations.
- Recruit, hire, and train on-site managers and leasing agents.
- Provide daily operating procedures and training for on-site office.
- Establish and adjust rental rates and security deposit levels based on occupancy and regular competitive market analysis.
- Administer all personnel records for all on-site management and maintenance employees.

b. MAINTENANCE

- Provide for overall routine maintenance of the property including tenant requested maintenance and make ready preparation.
- Recruit, hire, and train all on-site maintenance and porter personnel.
- Completion of cost-effective and efficient contract bidding, negotiation and administration, including, but not limited to contracts for landscaping, pool maintenance, and non-routine improvements.
- Verifying insurance and bond coverage for all contractors providing services.
- Implementation of a preventative maintenance program.
- Completion of regular property inspections to review property appearance and condition as well as overall curb appeal.
- Identifying and bringing to the attention of the Owner serious non-routine maintenance needs along with proposed solutions.
- Provide 24 hour a day, seven day a week emergency telephone answering and maintenance services.
- Maintain records of all contracts, warranties and other items important to the verification of services performed on the property.



c. COMPLIANCE

- Train all staff in the importance and basic requirement of affordable housing compliance.
- Provide ongoing supervision and retraining of staff through initial lease up and re-certifications.
- Review every file prior to move-in for completeness and eligibility.
- Monitor and maintain the applicable fraction in mixed income properties.
- Prepare for and participate in all site reviews by owners, lenders, monitoring agencies or partners.
- Prepare and submit annual certifications as well as any other reports requested by the owners, lenders, monitoring agency or the partners.

d. FINANCE

- Receipt, recording and processing of all accounts payable.
- Billing, posting receipt and depositing of rents, security deposits, vending income, late fees, electric charges, and any other miscellaneous income.
- Pursuing collection of delinquent rents to the fullest possible extent, including periodic reports to the regional credit bureau and filing of lawsuits in small claims court.
- Maintaining all files and records necessary to insure a good record of financial activities.
- Monthly reconciliation of all accounts and bank statements.
- Provision of monthly and annual financial reporting including but not limited to Balance Sheets, Income and Expense Statements, complete detailed General Ledger, and Budget Variance Analyses.
- Provide assistance and cooperation in periodic auditing.
- Compilation and submission to the client of a recommended annual budget.
- Review and recommendation of all property insurance coverage, upon request of client.

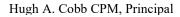
e. COMMUNICATIONS

- Frequent verbal and written communication with client and participation in property-related meetings.
- Communication and coordination with lenders, real estate agents and appraisers, as instructed by the Owner.
- Planning and assistance in coordination of any property-related social functions relative to the overall marketing plan.
- Processing of information requests from outside parties (as authorized by client) and resolution of any problem or complaint originating from property resident.



LEADERSHIP







Michael D. Clark HCCP, Principal



Anna Melson, VP



Connie Quillen, VP



Cathy Johnson, VP



Debbie Wiatrek, VP

GENERAL INFORMATION

Alpha Barnes Real Estate Services, LLC is an Asset Living Company. The federal tax identification number is 75-2868321. Alpha Barnes Real Estate Services can be contacted through:

Hugh A. Cobb, Principal 15601 Dallas Parkway, #200 Addison, Texas 75001 972-643-3200 hugh.cobb@assetliving.com

"Everyone deserves a place to call home."

Cameron HiLine RHDA Proposal May 3rd, 2024



Attachment 3a

"Federal IRS Certification"

INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201

Date

AUG 17 2004

AUSTIN AFFORADABLE HOUSING CORP PO BOX 6159 AUSTIN, TX 78762 Employer Identification Number: 41.2121187 DLN: 17053068013034 Contact Person: ID# 31463 GARY L BOTKINS Contact Telephone Number: (877) 829-5500 Accounting Period Ending: March 31 Public Charity Status: 509(a)(3) Form 990 Required: No Effective Date of Exemption: September 10, 2003 Contribution Deductibility:

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Yes

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Lois G. Lerner

Director, Exempt Organizations

Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)



COMPTROLLER OF PUBLIC ACCOUNTS

P.O. <u>BOX 13528</u> AUSTIN, TX 78711-3528

September 28, 2004

Thomas Cherian, CPA
Austin Affordable Housing Corporation
1640 East 2nd Street
Austin, Texas 78702

Dear Mr. Cherian:

Effective September 10, 2003, Austin Affordable Housing Corporation is exempt from Texas franchise tax and sales and use tax as a 501(c)(3) organization. The exemption does not extend to hotel occupancy tax.

We have assigned Texas taxpayer number 1412121187 to the organization. Please reference this number in correspondence with us. The assignment of the taxpayer number does not mean the organization is permitted to collect or remit Texas taxes. Exempt organizations must collect taxes on most of their sales. Please give our Tax Assistance section a call at 1-800-252-5555 if you need a sales tax permit.

The sales tax exemption extends to goods and services purchased for use by your organization. The exemption does not apply if the purchase is for the personal benefit of an individual or private party, or is not related to the organization's exempt purpose. For more information, please see our publication # 96-122, Exempt Organizations - Sales and Purchases.

The enclosed exemption certificate can be issued instead of paying tax when buying taxable items related to the exempt purpose of the organization. Make as many copies of the exemption certificate as you need. The exemption certificate does not need a taxpayer number to be valid, but you may provide your taxpayer number if the seller requests it.

Changes to the organization's registered agent and registered office address must be filed with the Texas Secretary of State. The changes can be made online at http://www.sos.state.tx.us/corp/sosda/index.shtml or you can download the forms and instructions from http://www.sos.state.tx.us/corp/nonprofit.shtml. You can also contact them at corpinfo@sos.state.tx.us or by calling (512) 463-5582. It is important to maintain current registered agent information, because this is how we will contact you if we have reason to believe that your organization no longer qualifies for exemption.

Our goal is to provide you with prompt, professional service. Please take a moment to complete the enclosed survey. If it is more convenient, you may complete our on-line survey at http://aixtcp.cpa.state.tx.us/surveys/tpsurv/.

If you have any questions, write to us at exempt.orgs@cpa.state.tx.us, or call us toll-free at 1-800-531-5441, extension 3-4689. Also, our publications and other helpful information are online at http://www.window.state.tx.us/taxinfo/exempt.

Exempt Organizations Section



Attachment 3b

"Certified Financial Audit"

Not applicable; Non-Profit Member is Housing Authority of City of Austin



Attachment 3c

"Board Resolution"

RESOLUTION NO. 00105

Resolution declaring intent to issue bonds to provide financing for a multifamily residential rental development for persons of low and moderate income (Cameron HiLine Apartments); prescribing certain terms and conditions of such bonds; authorizing the filing of an application for allocation of Private Activity Bonds with the Texas Bond Review Board; and containing other provisions relating to the subject

WHEREAS, the Board of Commissioners of the Housing Authority of the City of Austin (the "Unit") has, pursuant to the Public Facility Corporation Act, Chapter 303, Texas Local Government Code, as amended (the "Act"), approved and created the Austin Affordable PFC, Inc., a nonprofit public facility corporation (the "Issuer");

WHEREAS, on November 5, 2012, the Issuer's Certificate of Formation was filed with the Secretary of State of the State of Texas;

WHEREAS, the Issuer, on behalf of the Unit is empowered to issue bonds to finance, refinance, or provide one or more public facilities, as such term is defined in the Act, which projects will be within the Unit's boundaries, including Austin, Texas;

WHEREAS, TX Clayton 2024 Ltd., a Texas limited partnership, or such other limited partnership as the sole member of the general partner of the User designates (the "User"), has requested that the Issuer finance a low and moderate income multifamily housing project to be located at approximately 1124 Clayton Lane, Austin, Texas 78723 (the "Project"), and further that the Issuer adopt this Resolution with respect to the acquisition and construction of the Project;

WHEREAS, the User has advised the Issuer that a contributing factor which would further induce the User to proceed with providing for the acquisition and construction of the Project would be a commitment and agreement by the Issuer to issue revenue bonds pursuant to the Act (the "Bonds") to finance and pay for the Project;

WHEREAS, in view of a shortage of decent, safe and sanitary housing for persons and families of low income at prices or rentals that they can afford, it is considered essential that construction of the Project be completed at the earliest practicable date, but at the same time, the User wishes to begin construction of the Project after satisfactory assurances from the Issuer, subject to the conditions set forth herein, that the proceeds of the sale of the Bonds, or other obligations, of the Issuer in an amount necessary to pay the costs of the Project will be made available to finance the Project; and

WHEREAS, the Issuer finds, intends, and declares that this Resolution shall constitute its official action, subject to the conditions set forth herein, to issue Bonds, or other obligations, pursuant to the Act in an amount prescribed by the User not to exceed the maximum aggregate principal amount up to \$40,000,000 for tax-exempt obligations and to expend the proceeds thereof to acquire, construct, and install the Project and to pay all expenses and costs of the Issuer in connection with the issuance of the Bonds; and

WHEREAS, in order to finance and pay for the Project through the issuance of revenue bonds, the interest on which is excludable from the gross income of the holders thereof under the Internal Revenue Code of 1986, as amended (the "Code"), the Issuer must submit an Application for Allocation of Private Activity Bonds or

an Application for Carryforward for Private Activity Bonds (the "Application") to the Texas Bond Review Board (the "TBRB") for a reservation of state ceiling available to "private activity bonds" (as defined in the Code) for a calendar year;

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE AUSTIN AFFORDABLE PFC, INC. THAT:

Section 1. Subject to the terms hereof, the Issuer agrees that it will:

- (a) Issue the Bonds, and if the User and the Issuer agree, other evidences of indebtedness providing temporary financing of the Project, which will be issued after the date hereof and be refunded by the Bonds pursuant to the Act, or any other Texas legislation heretofore or hereafter enacted which may provide a suitable method of financing in addition to or in substitution for the Act.
- (b) Cooperate with the User with respect to the issuance of the Bonds, and, if arrangements therefor satisfactory to the User and the Issuer can be made, the Issuer will take such action and authorize the execution of such documents and will take such further action as may be necessary or advisable for the authorization, execution, and delivery of any contracts or agreements deemed necessary or desirable by the User or the Issuer in connection with the issuance of the Bonds (collectively, the "Contracts"), providing among other things for payment of the principal of, interest on, redemption premiums, paying agents' charges, and Trustee's fees, if any, on the Bonds; payment of fees and charges of the Issuer or the Unit; acquisition, construction, and improvement of the Project or reimbursement of Project costs; and use, operation, and maintenance of the Project (and the execution of any appropriate and necessary guaranty agreements), all as shall be authorized, required, or permitted by law and as shall be mutually satisfactory to the Issuer, the Unit, and the User.
- (c) If the proceeds from the sale of the Bonds are insufficient, take such actions and execute such documents as may be necessary to permit the issuance from time to time in the future of additional bonds on terms which shall be set forth therein, whether on a parity with other series of bonds or otherwise, for the purpose of paying the costs of completing the acquisition and construction of the Project, as requested by the User and within then applicable limitations.
- (d) Take or cause to be taken such other actions as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.

The Bonds shall specifically provide that neither the State of Texas, the Unit, nor any political issuer, subdivision, or agency of the State of Texas shall be obligated to pay the same or the interest thereon and that neither the faith and credit nor the taxing power of the State of Texas, the Unit, or any political issuer, subdivision, or agency thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

The obligation of the Issuer to issue the Bonds is specifically subject to satisfaction of each of the following conditions:

- (i) the receipt of a ruling from the Internal Revenue Service or an opinion from nationally recognized bond counsel, substantially to the effect that the interest on the Bonds is excludable from gross income tax purposes under existing law;
- (ii) approval of the Bonds by all other governmental agencies required to approve the Bonds including, but not limited to, approval of the Bonds by the Mayor of the City of Austin, Texas, the Attorney General of the State of Texas and any other applicable governmental authority; and
- (iii) any other conditions reasonably imposed by the Issuer.

- Section 2. The Issuer hereby authorizes the submission of an Application to the TBRB for a reservation of the state ceiling for "private activity bonds" for program year 2023 (or other available bond funds administered by the TBRB) and each subsequent calendar year at the User's request to finance the Project. Any officer of the Issuer is hereby authorized to execute and submit an Application to the TBRB in such form as may be approved by the TBRB for such purpose.
- Section 3. It is understood by the Issuer and the Unit, and the User has represented to the Issuer, that in consideration of this Resolution and by filing the Application, and subject to the terms and conditions hereof, the User has agreed that:
- (a) Prior to the sale of the Bonds in one or more series or issues from time to time as the Issuer and the User shall hereafter agree to in writing, the User will enter into the Contracts with the Issuer under the terms of which the User will obligate itself to pay to the Issuer (or to a Trustee, as the case may be) sums sufficient in the aggregate to pay the principal of, interest on, redemption premiums, paying agents' fees, and Trustee's fees, if any, on the Bonds, as and when the same become due and payable, with such contract to contain the provisions described in Section 1 hereof and such other provisions as may be required or permitted by law and to be mutually acceptable to the Issuer and the User.
- (b) The User will (1) pay all Project costs which are not or cannot be paid or reimbursed from the proceeds of the Bonds and (2) at all times, indemnify and hold harmless the Issuer against all losses, costs, damages, expenses, and liabilities of whatsoever nature (including but not limited to attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or related to the issuance, offering, sale, or delivery of the Bonds, or the design, construction, operation, use, occupancy, maintenance, or ownership of the Project.
- (c) The User will provide to the Issuer all information required to be submitted to the TBRB and any other governmental agencies for approval of the Project or the Bonds and will execute all necessary documents in connection therewith.
- Section 4. The Issuer finds, determines, recites and declares that the issuance of the Bonds to provide financing for the Project will promote the public purposes set forth in Section 303 of the Act, including, without limitation, assisting persons of low and moderate income to obtain decent, safe and sanitary housing at rentals they can afford.
- Section 5. Neither the User nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Issuer reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Issuer shall not be subject to any liability or damages of any nature. Neither the User nor anyone claiming by, through or under the User, nor any investment banking firm or potential purchaser of the Bonds shall have any claim against the Issuer whatsoever as a result of any decision by the Issuer not to issue the Bonds.
- Section 6. It is recognized and agreed by the Issuer that the User may exercise its rights and perform its obligations with respect to the financing of the Project either through (i) itself in its own name; (ii) any of its wholly-owned subsidiaries; (iii) any "related person" as defined in Section 144(a)(3) of the Code; or (iv) any legal successor thereto, respectively, subject to approval of the Issuer's bond counsel and, provided that suitable guaranties necessary or convenient for the marketability of the Bonds shall be furnished, if required by the Issuer, and all references to the User shall be deemed to include the User acting directly through itself or any such approved entities.
- Section 7. This Resolution is affirmative of official action taken by the Issuer towards the issuance of the Bonds within the meaning of Sections 1.1038(a)(5)(i) and (ii) and 1.150-2, Title 26, Code of Federal

Regulations, as amended (or other applicable Sections of the Code), and applicable rulings of the Internal Revenue Service thereunder, to the end that Bonds issued to reimburse Project costs may qualify for the exemption provisions of Section 142(a)(7) of the Code and that the interest on the Bonds will therefore be excludable from the gross incomes of the holders thereof under the provisions of Section 103(a)(1) of the Code.

Section 8. The Issuer hereby authorizes the filing and any resubmission of an Application with the TBRB, and that Coats Rose, P.C. be designated as the authorized representative of the Issuer for purposes of an Application ("Bond Counsel"). Any officer of the Issuer is hereby authorized and directed to execute an Application on behalf of the Issuer and to take any and all other actions related to such Application or necessary or desirable to carry out the provisions of this Resolution, including any further revisions to this Resolution.

Section 9. Notwithstanding any other provision of this Resolution, the officers of the Issuer are each hereby authorized to make or approve such revisions to this Resolution and in the form of the documents hereby approved, in the opinion of Bond Counsel, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution; and approval of such changes by the Issuer shall be indicated by such officers' execution of the documents.

PASSED, APPROVED AND ADOPTED this 21st day of September, 2023.

EDWINA CARRINGTON, CHAIRPERSO

ATTEST:

SECRETARY



Attachment 3d

"Financial Statements"

Financials to be provided under a separate/confidential cover.



Attachment 3e

"Funding Commitment Letters"



DATE: August 1, 2023

Re: Cameron HiLine

Dear Mr. Adrian Iglesias,

We are pleased to provide this letter of support for a construction financing ("Loan") for the above referenced development. This letter of support from Bank OZK ("Bank") is made based upon the financial information and projections provided to us by you in support of your loan application, and under the following terms and conditions:

Borrower: A to be formed single purpose entity ("Borrower") that will construct own and operate

Cameron HiLine.

Sponsors: Generation Housing Partners

Lender: Bank OZK ("the Bank" or "Lender") during the construction period.

Loan Type: Construction financing through the Bank's 4% LIHTC Loan Program.

Purpose: To provide proceeds for the new construction of a 227 affordable housing unit

development ("the Development"), with 227 units targeted to families earning no more than 80% of the area median income (AMI). The development is located at 1124 Clayton Ln

Austin, TX.

Amount: Up to a \$53,312,210 construction loan. The construction loan will represent the total of

costs needed to complete the development less the construction installments of tax credit equity payments. The Bank's construction loan will neither exceed 75% of actual costs nor

75% of value.

Maturity: 36 months from construction loan closing.

Extension: Option:

One 6-month extension option of the construction loan will require the Bank's approval and

payment of a 25 fee per extension.

Interest Rate: The interest rate during the term of the construction loan will be the CME One Month SOFR

plus 300 basis points, with a at loan closing, the loan documents will set a minimum

all-in, per annum interest rate equal to the Spread plus the SOFR Floor.

Fees: The Borrower will pay a nonrefundable commitment fee of one percent (1%) of the

combined Construction Loan amounts at loan closing.

Repayment: Interest monthly, principal due at the earlier of project stabilization or maturity.

Disbursement

Conditions: Based on approved monthly draw requests.



Prepayment: The facility may be pre-payable in whole or in part without penalty or premium.

Guarantors: The General Partner, the Developer(s), and other such entities acceptable to the Bank in its

sole discretion will provide an unconditional guaranty of performance and full repayment.

Security/Collateral:

A first priority mortgage lien on the Property, and a first priority security interest in, or collateral assignment of, as applicable, to all fixtures and equipment owned by the borrower, leases and rents, tax credits, project construction and architectural documents, grant funds, the General Partner's rights and interests, and the borrower's capital contribution

Subordinate

Debt:

The terms of any subordinate debt are subject to review and approval of Bank in its sole discretion.

Loan in Balance:

The Loan must remain "in balance" during construction. In order to remain "in balance," funds available during construction (including from the Loan, LIHTC equity, Subordinate Debt, and any Borrower contributions) must be sufficient to complete the construction or rehabilitation of the Development. Furthermore, projected funds available at conversion must be sufficient to pay the Loan.

Retainage:

The construction contract will provide for, at least, a minimum retainage of 10% of each construction pay application, to be released at or near substantial completion of the Development.

Developer Fee:

Any Developer Fee to be paid prior to Loan maturity or payment shall be pre-approved by the Bank in its sole discretion.

Closing Date (est.):

September 15,2024

Conditions to any funding:

- Successful syndication closing of annual Low Income Housing Tax Credits from a LIHTC Syndication Partner that generates minimum total federal equity contribution of \$2,502,990;
- Tax credit equity investors and proposed stages of pay-in are to be acceptable to Bank, in its sole discretion;
- Approval of the operating agreement between the Borrower and the Syndicator;
- The receipt, review & approval of standard due diligence items with other such conditions which are reasonable and customary for a loan of this nature and amount, including a site visit and inspections prior to closing. Such reviews & approval are to be acceptable to the Bank, in its sole discretion;
- Receipt of a \$30,508,022 permanent loan with a 6.30% interest rate and a 40-year amortization;
- Receipt of a cash flow contingent subordinate loan of \$8,000,000 from the HOME/HFC Funds with a 1.00% interest rate and 40-year amortization, of which \$4,000,000 will fund during construction;
- Receipt of necessary governmental and regulatory approvals for the Development; and



• Confirmation of property tax abatements or incentives, if applicable.

In addition, the Bank must receive and approve the following:

- Appraisal, ordered by Bank, or other third party acceptable to the Bank in its sole discretion, supporting a loan to value not to exceed 75%;
- Environmental and Soil Reports, acceptable to the Bank;
- Construction Consultant Plan and Cost Review, ordered by Bank;
- Final Project Budget, acceptable to the Bank, supporting a loan to cost not to exceed 75%;
- General contractor and construction contract are subject to Lender approval. The Bank will be the beneficiary of payment and performance bond;
- Minimum hard cost contingency of 5% on new construction units. The contingency amount will be based on all hard costs, including construction costs, site work, general requirements, and contractor overhead and profit;
- Permitted Plans and Specifications;
- Insurance, acceptable to the Bank; and
- Other third party reports or due diligence as deemed necessary for a project of this nature, in the Bank's sole discretion.

COSTS:

Borrower shall be responsible for and pay all costs, expenses and fees associated with this transaction regardless of whether the loan is approved by the Bank.

DOCUMENTS:

This commitment does not set forth all the terms and conditions of the facility offered herein which will be included in the Bank's loan documentation.

PATRIOT ACT NOTICE:

To help fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include loan accounts.

All third party beneficiary rights are expressly negated. No person who is not a party to this commitment shall have or enjoy any rights under this letter. No change, amendment or modification of this commitment shall be valid unless made in writing, addressed to the Borrower and signed by a duly authorized officer of the Bank.

The proposed terms and conditions presented herein are for discussion purposes only and do not constitute an agreement or commitment to lend. The actual terms and conditions upon which Bank OZK might extend credit to the borrower are subject to its satisfactory completion of due diligence, credit approval, satisfactory review of documentation and other such terms and conditions deemed necessary in its sole discretion.

This letter of support will expire unless the loan is closed on or before September 15, 2024, if not extended by Bank.

Bank OZK wishes to thank you for the opportunity to consider the financing for this much needed housing development and we look forward to working with you on this transaction.



August 1, 2023

Generation Housing Partners, LLC Attn: Mr. Adrian Iglesias, President 17440 North Dallas Parkway, Suite 120 Dallas, Texas 75287

Subject: Cameron HiLine

1124 Clayton Ln

Austin, Travis County, Texas 78723

227 Multifamily Units

Dear Mr. Iglesias:

Bellwether Enterprise Real Estate Capital (the "Lender") has reviewed the information provided for Cameron HiLine to be located in Austin, Texas (the "Development") and is delivering this Commitment for the Permanent Financing of the referenced Development ("Commitment") in connection with a to be formed asset specific affiliate of Generation Housing Partners (the "Applicant") applications for an allocation of tax-exempt bonds, four percent low-income housing tax credits ("LIHTC"), and Austin Housing Finance Corporation ("AHFC").

- 1. The Lender has issued this Commitment to the Applicant for the permanent financing of the Development, which shall consist of one site and improvements located in Austin, Texas. The Lender shall originate one (1) loan in an amount of \$30,508,022 (the "Loan Amount") that shall consist of a single tranche supported by the Development's net operating income.
- 2. The payment of principal and interest on the Loan Amount shall be secured by a Mortgage Note evidencing a mortgage loan accordance with Fannie Mae's Delegated Underwriting and Servicing Guide and issued under Fannie Mae's Unfunded Forward MTEBs program (the "Loan").
- 3. The anticipated security interest of the Lender shall be fee simple and a first position.
- 4. This Commitment does not contain any conditions which are not customary and reasonable for loans of this nature and amount, and which are not reasonably expected by the Lender to be met at the time of loan funding.
- 5. The Loan shall be evidenced by a Delivery Assurance Note with a term of 36-months, with the Loan's interest rate locked at initial closing. Upon stabilization (Development must achieve a minimum occupancy rate of 90% for 90 days and minimum debt service coverage of 1.15) the loan term will be 18-years with a yield maintenance period of 17.5 years, at a fixed interest rate of 6.30%.
- 6. The amortization period of the loan shall be 40-years.

- 7. The Loan shall be subject to yield maintenance for 17.5 years. The Loan shall be open to prepayment in full on the last business day of any month, upon 30 days prior notice to Lender, by paying all outstanding principal, interest and other amounts due under the loan documents, along with a prepayment premium calculated in accordance with Fannie Mae requirements. During the final six (6) months of the Loan term, prepayment will be permitted at par.
- 8. The total financing fees associated with Loan (i.e. origination costs) are outlined below:

Financing Fee

1.00% of Loan Amount

In addition to the above-referenced costs, the Applicant shall be responsible for all third-party costs, including the cost of appraisals, environmental reports and credit reports.

- 9. The Lender has reviewed the Development's operating budget and confirmed an acceptable debt service coverage ratio of 1.17x for the initial stabilized operating period, which meets our underwriting requirements of 1.15. The Lender has also confirmed that the Development, based on projections provided by the Applicant, will maintain a debt service coverage ratio greater than 1:15 in year's one through eighteen.
- 10. The Loan will be conditioned on the following:
 - a. Receipt of an allocation of 4% LIHTCs from the Texas Department of Housing and Community Affairs, including the necessary tax-exempt volume cap to meet the 50% test:
 - b. Fannie Mae's issuance of its commitment, which upon Development completion and stabilization, will be funded, sold and delivered to a purchaser in accordance with such purchaser's commitment with Lender;
 - c. Receipt of Good Faith Deposit prior to rate lock in the amount of 1% of the Loan Amount;
 - d. Receipt of Fannie Mae Standby Fee equal to 15 basis points of the final Loan Amount for each year (or partial year, prorated) of the commitment period;
 - e. Acquisition of the Development site;
 - f. Receipt and approval of complete drawings and specifications on the anticipated construction of the Development;
 - g. Receipt and approval of firm cost estimates prior to closing;
 - h. Receipt and approval of a Fannie Mae conforming appraisal of the Development;
 - i. Review and approval of all relevant environmental reports; and
 - j. No material adverse changes to the financial condition of the Applicant, Key Principals or the projected economics of the Development

Jon Killough
Executive Vice President

ACKNOWLEDGED AND ACCEPTED:

Generation Housing Partners, LLC

By:

Sincerely,

AFFORDABLE HOUSING PARTNERS, INC.

August , 2023

Mr. Adrian Iglesias
Generation Housing Partners, LLC

Re: Purchase Low Income Housing Tax Credits
Cameron HiLine Apartments (the "Apartment Complex")
Austin, TX

Dear Mr. Iglesias:

Thank you for providing Affordable Housing Partners, Inc. ("AHP") with the opportunity to work with TX Clayton 2024, Ltd. (the "Partnership") in the overall development of Cameron HiLine. As you are aware AHP, which is a member of the Berkshire Hathaway group of companies, and as such does not rely upon the terms, availability and/or return requirements of an unaffiliated third party upper tier investor.

The purpose of this letter is to set forth certain business terms to be included in a partnership agreement by and between AHP or its affiliate (the "Investment Partnership") and TX Clayton 2024 GP, LLC (the "General Partner").

The Investment Partnership would be admitted to the Partnership as a substitute limited partner and the limited partners of the Partnership would withdraw, all as specified in an amended partnership agreement for the Partnership (the "Amended Partnership Agreement").

The Partnership would be formed to develop, construct, own, maintain and operate a 227-unit multifamily apartment complex intended for rental to residents of low income.

Pursuant to the Amended Partnership Agreement, the Investment Partnership would contribute to the capital of the Partnership the sum of \$25,029,896 which equates to \$0.88 per LIHTC estimated in paragraph 3.3 below, in the manner set forth in paragraph 1 of this letter and would acquire a 99.99% limited partnership interest (referred to hereinafter as the "Acquired Interest") in the Partnership. The General Partner shall remain as the General Partner of the Partnership.

- 1. <u>Capital Contribution</u>. The Investment Partnership would contribute to the capital of the Partnership the sum of \$28,029,896 (the "<u>Capital Contribution</u>") for the Acquired Interest as follows:
 - 1.1 First Capital Contribution \$2,502,990 concurrently with closing ("Closing") of the Amended Partnership Agreement and may be funded pari passu with the anticipated construction financing.

- 1.2 Second Capital Contribution \$7,500,000 upon (a) substantial completion of the Apartment Complex, (b) issuance of final certificates of occupancy, and (c) such other terms as set forth in the Amended Partnership Agreements.
- 1.3 Third Capital Contribution \$14,776,906 upon (a) the achievement of initial occupancy of all LIHTC units, (b) receipt of an audited cost certification of eligible basis, (c) commencement of amortization of the permanent loan, and (d) such other terms as set forth in the Amended Partnership Agreements.
- 1.4 Fourth Capital Contribution \$250,000 upon (a) (b) receipt of Form(s) 8609 for the entire Apartment Complex, and (d) such other terms as set forth in the Amended Partnership Agreements.
- 2. Representations and Warranties. The Amended Partnership Agreement, and related documents would contain the customary representations and warranties required by the Investment Partnership, which would survive the Closing, including warranties of title, absence of defaults, litigation, liens and undisclosed liabilities, existence of insurance, full compliance with applicable laws including state and federal securities laws, regulatory agreements, environmental regulations and requirements, defect-free construction of the Apartment Complex, authority of the General Partner, financial statements of the General Partner, full disclosure to the Investment Partnership, and the receipt of a credit allocation from the appropriate governmental agency.
- 3. <u>Additional Terms</u>. The Amended Partnership Agreement would also include the provisions substantially like the following:
 - 3.1 Operations. The General Partner shall cause the Partnership to operate the Apartment Complex in the ordinary course of business and in such a manner that the Apartment Complex shall be eligible to receive low-income housing tax credits pursuant to Internal Revenue Code Section 42 ("Tax Credits") as provided herein and remain in compliance, pursuant to applicable rules.
 - 3.2 <u>Transaction Expenses</u>. The General Partner shall be responsible for the following expenses of this transaction:
 - a. title insurance policies or endorsements to the existing title insurance policies updating the insurance coverage and, if necessary, increasing the amount of same to the full amount of the appraised value for the Apartment Complex; and
 - b. legal fees and expenses of the General Partner and the Partnership, including any fees and expenses incurred in connection with obtaining any governmental agency approval and the credit allocation.
 - 3.3 <u>Credit Allocation</u>. Prior to the Closing, the General Partner shall obtain evidence that the Partnership will receive Tax Credits in the amount of at least \$28,445,910 based on the assumption that 100% of the available units are Low-Income and that 100% of the prospective tenants will comply with the tests promulgated under Code Section 42(g). If the actual amount of Tax Credits available to the Investment Partnership is reduced, the Capital Contributions of the Investment Partnership will be reduced.
 - 3.4 <u>Opinion of Counsel</u>. The General Partner shall deliver at the Closing an opinion of counsel concerning customary tax, partnership, real property and compliance matters in the

Cameron HiLine Apartment August ___, 2023 Page 3 of 5

form requested by the Investment Partnership, including, but not limited to, the availability of the Tax Credits.

- 3.5 <u>Management</u>. The property manager shall certify annually that the Apartment Complex and its tenants are in compliance with all Tax Credit regulations and requirements. If the property manager is an affiliate of the General Partner, the property manager will accrue the management fee to the extent necessary at any time to prevent a default under the construction loan and/or mortgage loan.
- 3.6 <u>Title Insurance</u>. At the Closing, the General Partner shall deliver to the Investment Partnership a fee title insurance policy, obtained at the General Partner's expense, insuring the Partnership's ownership of the amount of the replacement cost of the Apartment Complex (which amount shall not be less than the aggregate of the principal amount of the Mortgage Loan and the Capital Contributions of the General Partner and the Investment Partnership), subject only to permitted encumbrances and such other matters consented to in writing by the Investment Partnership.
- 4. <u>Certain Obligations of the General Partner</u>. The General Partner and its principals will provide the Investment Partner customary guarantees set forth in AHP's standard form partnership agreement.
- 5. <u>Asset Management Fee.</u> The Partnership would pay, as an operational expense of the Partnership, an asset management fee of \$5,000 to AHP Affordable Housing Partners, Inc. (or to such other entity as the Investment Partnership shall designate), for an annual review of the operations of the Partnership and the Apartment Complex. Such fee would accrue beginning with the commencement of leasing or marketing activity for the Apartment Complex.
- 6. Permanent Financing. The Investment Partnership has assumed that the Apartment Complex will be financed with a first lien mortgage loan with the following terms: (i) principal amount \$30,508,022, but in no event shall the amount of the Mortgage Loan result in aggregate debt service coverage ratio being less than one hundred fifteen percent (115%), as determined by the Investment Partnership in its good faith discretion; (ii) the rate of interest shall be a fixed market interest rate for comparable loans; (iii) the Mortgage Loan shall be nonrecourse to the Partnership and the General Partner; (iv) the Mortgage Loan shall amortize on a 30-year payment schedule; (v) the maturity date of the Mortgage Loan will be not less than fifteen (15) years from the date of closing of the Mortgage Loan; and (vi) the Mortgage Loan documents shall contain such other terms as may be consented to by the Investment Partnership.
- 7. <u>Insurance</u>. The General Partner would cause the Partnership to obtain (i) Commercial General Liability insurance, (b) automobile liability insurance, (c) worker's compensation insurance meeting statutory limits, (d) Builder's Risk insurance, (e) property damage insurance and (f) such other insurance and terms as AHP require as set forth in AHP's standard form partnership agreement.
- 8. Replacement Reserves. Annual amount of \$300 per unit per year to be increased annually by three percent (3%) from revenues of the Apartment Complex.
- 9. <u>Investment Partners Due Diligence and Legal Fees.</u> AHP will charge a fee to cover its due diligence costs as well as Partnership legal expenses of \$65,000, which will be payable at initial Partnership closing.

Cameron HiLine Apartment August ___, 2023 Page 4 of 5

10. <u>Developer Fee Funding Schedule.</u> AHP contemplates the funding of the anticipated capitalized developers fee of \$3,576,330 in the following percentages:

a. First Capital Contribution: 20%
b. Second Capital Contribution: 20%
c. Third Capital Contribution: 53%
d. Fourth Capital Contribution: 7%

11. <u>Conditions to Execution of Amended Partnership Agreement</u>. The Investment Partnership's obligation to execute the Amended Partnership Agreement will be conditioned upon completion of its normal due diligence review and, after such review is completed, the approval of the Investment Partnership's investment committee, in its sole and absolute discretion. In connection with its due diligence, the General Partner agrees to provide the Investment Partnership and its representatives full access to the Apartment Complex and its records.

[Remainder of Page Intentionally Left Blank]

Cameron HiLine Apartment August, 2023 Page 5 of 5
Please indicate your agreement and acceptance of the foregoing by signing the enclosed copy of this letter and returning it to the undersigned.
Sincerely,
AFFORDABLE HOUSING PARTNERS, INC. a Delaware Corporation
Agreed and Accepted:
TX Clayton 2024, Ltd. a Texas limited partnership
By: TX Clayton 2024 SLP, LLC Its: Special Limited Partner

Its:



Attachment 4a

"Market Study"



Attachment 4b

"Good Neighbor Policy"

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.

Note: Notices will be send out to property owners prior to submission of the TDHCA 4% HTC application.

The property is currently zoned by right.

(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)

Note: Notices for neighborhood organizations will be send out prior to submission of the TDHCA 4% HTC application.

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.

Good Neighbor Policy

Cameron HiLine

1124 Clayton Ln, Austin, TX 78723

CONTACT

Adrian Iglesias
Generation Housing Partners, LLC
17440 North Dallas Pkwy, Ste 120
Dallas, TX 75287
214-613-6569
aiglesias@ahdevelopment.com

COMMUNICATIONS PLAN:

Prior to applying for low-income housing tax credits (LIHTC) and private activity bonds, Generation Housing Partners is committed to approaching the neighborhood community and meeting with key stakeholders invested in the University Hills/Windsor Park Neighborhood Plan.

Neighborhood Plan: The development is located in the University Hills/Windsor Park Neighborhood Plan:

https://www.austintexas.gov/sites/default/files/files/Housing %26 Planning/ Adopted%20Neighborhood%20Planning%20Areas/30 UniversityHills-WindsorPark/uhwp-np Part1.pdf

Generation Housing Partners is committed to the following Good Neighborhood Policy items:

- Initial Neighborhood Outreach: Generation Housing Partners will reach out to all registered/organized neighborhood groups to discuss the proposed development and engage in community feedback.
- 2) Neighborhood Engagement Generation Housing Partners will coordinate a community meeting location at a central church or event center. GHP will present the community with development plans, community details, affordability rent ranges, and any other important information to the community. A sign-in sheet

- will be provided to obtain necessary contact information from community members that are not listed on the registered organization.
- 3) Development Plan Integration Generation Housing Partners will take meeting notes, specifically tied to any community concerns, questions, or other inquiries.

 GHP will then implement any community feedback to the maximum extent possible into the development design. Furthermore, any community questions that are not answered at the meetings will be followed-up with directly.
- 4) Upon successful closing of financing and start of construction, the community will be invited to the groundbreaking for the development of Cameron HiLine. The community will house a non-profit organization on-site that will offer community services.
- 5) Throughout the stages of development, GHP will have an open-door policy so that neighborhood members communicate any concerns during and post-construction of the development.

We sincerely appreciate the opportunity to develop Cameron HiLine, a Class-A, new-construction, affordable community. Should you have any additional questions or concerns, please do not hesitate to reach out to me at 214-613-6569.

Sincerely,

GHP GENERATION HOUSING PARTNERS

7/50

Adrian Iglesias

Generation Housing Partners, LLC 17440 North Dallas Pkwy, Ste 120 Dallas, TX 75287 214-613-6569

aiglesias@ghdevelopment.com



Agreement for a First Right of Return

Between

Generation Housing Partners, LLC ("the Developer")

And

The Former Residents of The Old Homestead ("Former Residents")

for the property at 1120 & 1124 Clayton Ln, Austin, TX 78723

This agreement shall memorialize the conversations between Generation Housing Partners, LLC ("the Developer") and The Former Residents of the Old Homestead ("Former Residents"). Generation Housing Partners is currently under contract with former developer, JCI Residential ("The Landowner") to purchase the land and develop a new 227-unit affordable housing project ("The Development") at 1120 & 1124 Clayton Ln, Austin, TX 78723 ("The Property").

The following items are hereby agreed to by The Developer and Former Residents.

- Former Residents shall have a Right of First Return to The Development.
- Upon successful purchase of the property, and after the completion of construction, The Developer commits to notifying Former Residents about the opening application period to apply for a rental housing unit.
- Former Residents understand that a Residential Lease must be applied for to qualify for a rental housing unit, and applicants must meet the requirements set for by the Texas Department of Housing and Community Affairs (TDHCA) in order to qualify for a LIHTC unit.

Executed on this day of March 2024.			
Ву:	Generation Housing Partners, LLC	By: Represented Group Name:	
	A 47150	Docusigned by: Londia Tubbs FETAE D00500040D	
	Name: _ Adrian Iglesias	Name:	
	Title: Partner	Title:former resident of Old Homeste	ad



Intent to Apply for a Rental Housing Unit for Cameron HiLine ("The Development") at 1120 & 1124 Clayton Ln, Austin, TX 78723

By completing and submitting this form, I am formally notifying the developer, Generation Housing Partners, LLC, of the Development at 1120 & 1124 Clayton Lane (Cameron HiLine), that I am interested in applying for a rental housing unit upon the completion of the Development. Furthermore, I am aware that by completing this form, I am not guaranteed a rental housing unit, and that I must still complete a Residential Lease Application and provide all necessary documents to help me qualify for a unit. I am aware that the Rental Lease Application may not be made available to me until the successful completion of construction of the Development. By completing this form, I am requesting to be notified at the time Development starts accepting appointments and applications for leases.

Name(s) of Individual that intend to Apply:	
	NI
Former Resident(s) of The Old Homestead? Yes / Contact Information:	<u>INO</u>
Email:	
Phone:	

CONTACTS

Travis Barber, Development AssociateGeneration Housing Partners, LLC

17440 North Dallas Pkwy, Ste 120 Dallas, TX 75287 214-613-6569

travis.barber@ahdevelopment.com

Adrian Iglesias, Partner (Spanish-Speaking)

Generation Housing Partners, LLC 17440 North Dallas Pkwy, Ste 120 Dallas, TX 75287 214-613-6569 aiglesias@ghdevelopment.com



Attachment 4c

"SMART Housing Letter"



City of Austin

P.O. Box 1088, Austin, TX 78767 www.austintexas.gov/department/housing-and-planning

Housing Department S.M.A.R.T. Housing Program

August 7, 2023 (Revision to letters dated January 10, 2023 and March 16, 2022)

S.M.A.R.T. Housing Certification Generation Housing Partners 1120/1124 Clayton Lane (ID 856-5945) TO WHOM IT MAY CONCERN:

TO WHOM IT MAY CONCERN:

Generation Housing Partners (development contact Travis Barber; phone: 214-613-6569; email: travis.barber@ghdevelopment.com) is planning to develop 1124 Clayton Lane, a 251-unit rental development at 1120 and 1124 Clayton Lane, Austin, Texas, 78723.

The purpose of this revision is to update the owner and the proposed unit mix.

S.M.A.R.T. Housing – Rental – 1120/1124 Clayton Ln.			
Total units: 251 units			
Minimum Required:	Proposed unit mix:		
40% (101 units) at or below 80% MFI	50% (126 units) at or below 50% MFI		
- Requirements for 100% fee waiver	25% (63 units) at or below 60% MFI		
1	25% (62 units) at or below 80% MFI		
Affordability Period (S.M.A.R.T. units): 5 Years			
Fee waiver level: 100%			
AWU Capital Recovery Fees: 189/251 units eligible			

Note: This certification letter only reflects the minimum requirements for the relevant program (S.M.A.R.T. Housing). Should the owner choose to participate in other affordability programs, the development may be subject to additional affordability restrictions and/or a longer affordability period.

Because the applicant has proposed a unit mix that meets the minimum program thresholds, the development will be eligible for a waiver of fees listed in Land Development Code, Chapter 25-1-704, as amended or other fees waived under a separate ordinance except for Austin Water Utility Capital Recovery Fees (see below). The fee waiver level is listed above. The project will be subject to its minimum affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

Based on 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, only a certain number of units may be eligible to receive Austin Water Utility Capital Recovery Fee (CRF) waivers. The table above lists the number of units which are eligible to receive CRF fee waivers.

The Housing Department certifies the proposed project meets the S.M.A.R.T. Housing standards at the presubmittal stage. The expected fee waivers may include the following fees:

AWU Capital Recovery Fees
Building Permit
Site Plan Review
Construction Inspection
Demolition Permit Fee

Concrete Permit Electrical Permit Subdivision Plan Review Parkland Dedication Fee (by separate ordinance) Regular Zoning Fee Mechanical Permit Plumbing Permit Zoning Verification Land Status Determination Building Plan Review

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@austinenergy.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 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 512.978.1594 or by email at <u>brendan.kennedy@austintexas.gov</u> if you need additional information.

Sincerely,

Brendan Kennedy, Project Coordinator

Housing Department

Cc: Kristin Martinez, AE Jonathan Orenstein, AWU Mashell Smith, ORS



Attachment 4d

"MOU with ECHO"

Not Applicable



Attachment 4e

"Resident Services"



Resident Services will be paid for by the development (free to the residents) and managed by a third-party service provider contracted to provide resident services that will exceed TDHCA requirements. Cameron HiLine will provide:

- Health and Wellness Classes
- Financial Literacy Classes
- Tax Preparation Classes
- Homeownership Classes
- Fitness Classes
- Monthly Community Events
- Nutrition and Diet Seminars



The development will also set aside approximately 5,000 SF of space to lease to a non-profit group to provide either tuition free Pre-K for children ages 3-5, or after-school tutoring and social-emotional learning (SEL) programs, summer camps, family services and community outreach for at-risk youth.

A more detailed Resident Services Plan will be provided once a non-profit tenant is selected.



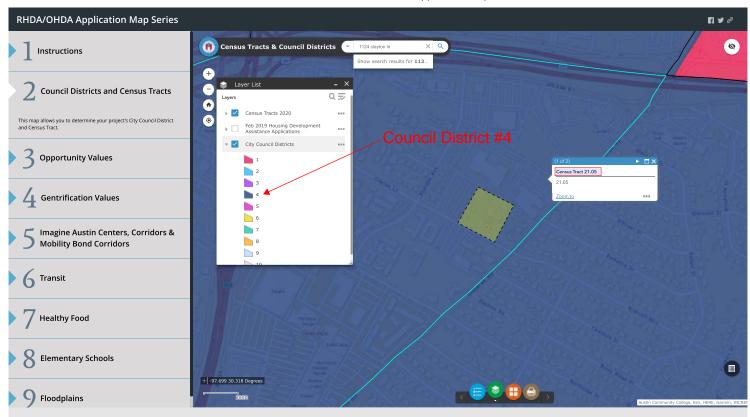
Attachment 5a

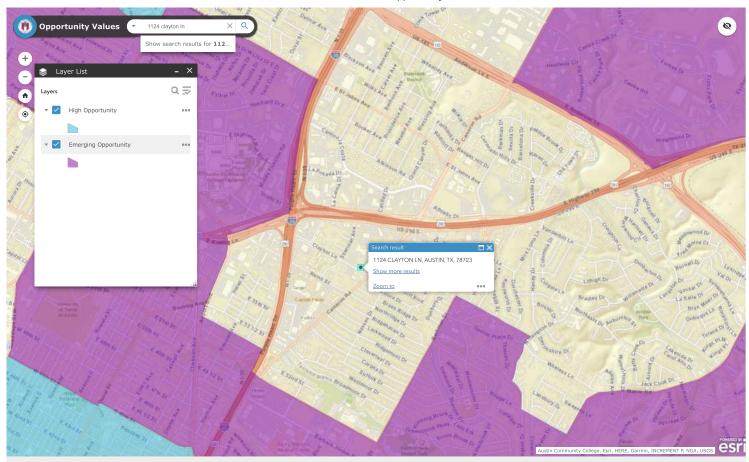
"Appraisal"



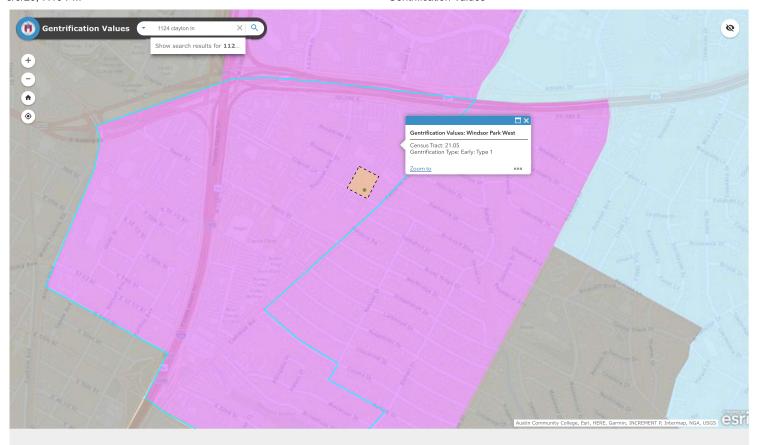
Attachment 5b

"Property Maps"



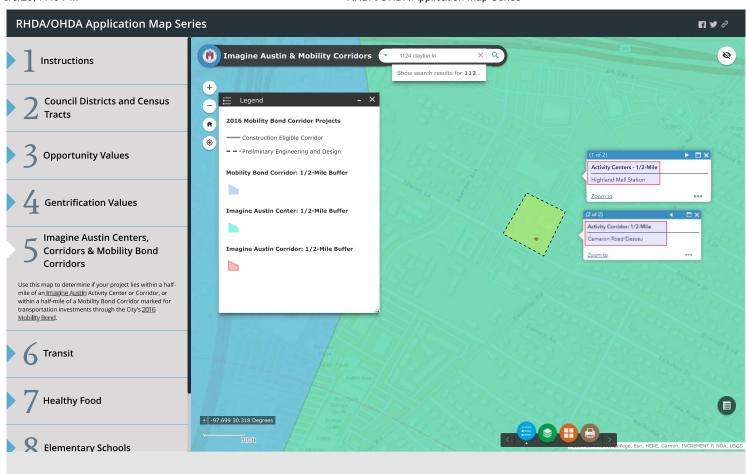




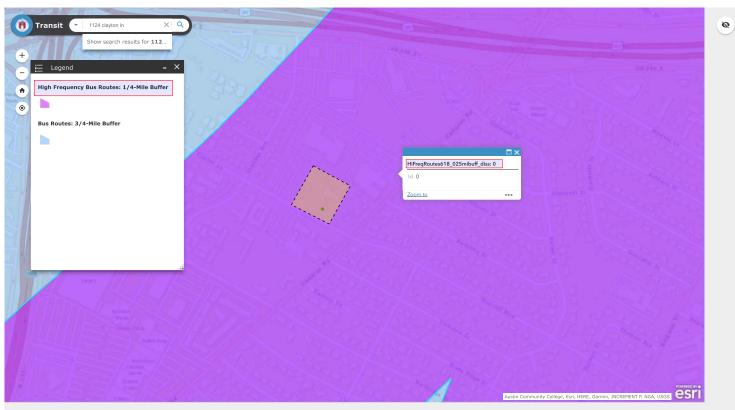


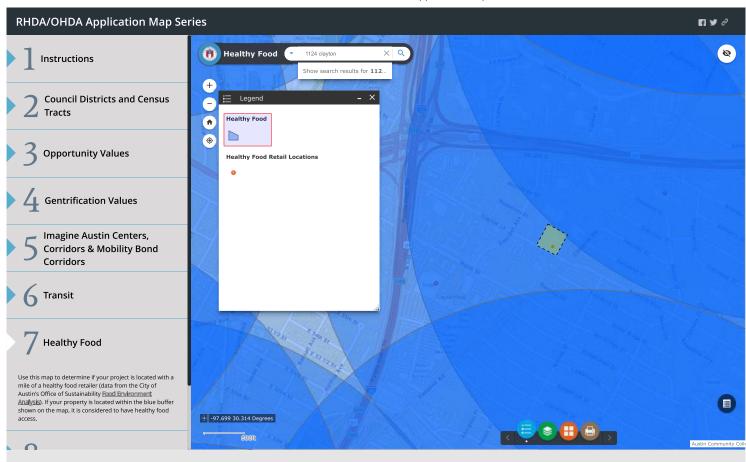


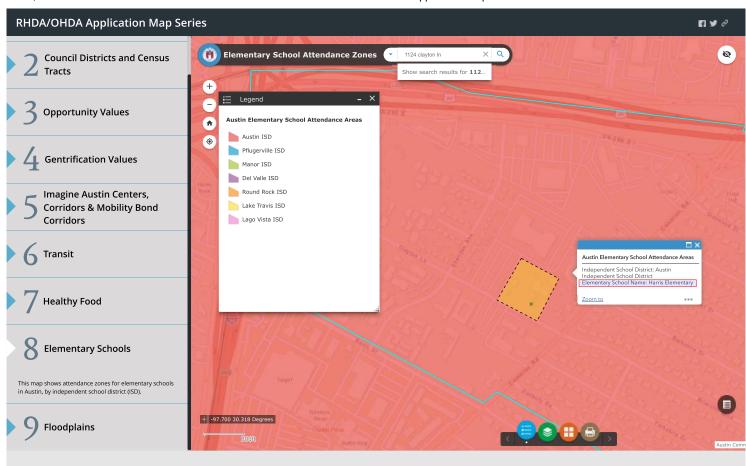
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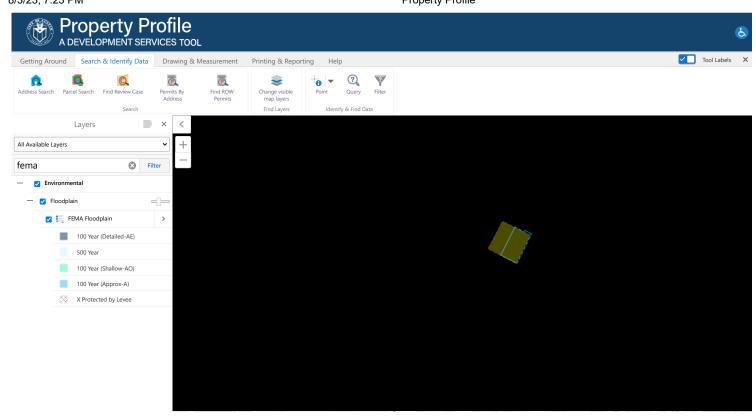
8/3/23, 7:18 PM Transit







8/3/23, 7:23 PM Property Profile



Cameron HiLine RHDA Proposal May 3rd, 2024



Attachment 5c

"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: Travis Barber Mailing Address:

17440 North Dallas Pkwy, Ste 120

Dallas, TX 75287

Tax Parcel Identification Number

Agency: TCAD

Parcel ID: 225510

Zoning Classification(s)

Find definitions at https://www.austintexas.gov/page/zoning-resources-site-regulations

GR-MU-V-CO-NP

Zoning Case Number(s)

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

C14-2007-0007, C14-2022-0003

Zoning Ordinance Number(s)

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

20070809-057, 20220616-117

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 Chaper 25-2 Division 6) visit: http://austintexas.gov/department/austin-city-code-land-development-code

This letter was produced by the City of Austin Housing & Planning Department.

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

12/27/2023 225510



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: Travis Barber Mailing Address:

17440 North Dallas Pkwy, Ste 120

Dallas, TX 75287

Tax Parcel Identification Number

Agency: TCAD

Parcel ID: 225511

Zoning Classification(s)

Find definitions at https://www.austintexas.gov/page/zoning-resources-site-regulations

GR-MU-V-CO-NP

Zoning Case Number(s)

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

C14-2007-0007, C14-2022-0003

Zoning Ordinance Number(s)

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

20070809-057, 20220616-117

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 Chaper 25-2 Division 6) visit: http://austintexas.gov/department/austin-city-code-land-development-code

This letter was produced by the City of Austin Housing & Planning Department.

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

12/27/2023 225511

ORDINANCE NO. 20220616-117

AN ORDINANCE REZONING AND CHANGING THE ZONING MAP FOR THE PROPERTY LOCATED AT 1120 AND 1124 CLAYTON LANE IN THE UNIVERSITY HILLS/WINDSOR PARK NEIGHBORHOOD PLAN AREA FROM COMMUNITY COMMERCIAL-MIXED USE-CONDITIONAL OVERLAY-NEIGHBORHOOD PLAN (GR-MU-CO-NP) COMBINING DISTRICT TO COMMUNITY COMMERCIAL-MIXED USE-VERTICAL MIXED USE BUILDING-CONDITIONAL OVERLAY-NEIGHBORHOOD PLAN (GR-MU-V-CO-NP) COMBINING DISTRICT.

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

PART 1. The zoning map established by Section 25-2-191 of the City Code is amended to change the base district from community commercial-mixed use-conditional overlay-neighborhood plan (GR-MU-CO-NP) combining district to community commercial-mixed use-vertical mixed use building-conditional overlay-neighborhood plan (GR-MU-V-CO-NP) combining district on the property described in Zoning Case No. C14-2022-0003, on file at the Housing and Planning Department, as follows:

Lots A and B, THE OLD HOMESTEAD, a subdivision in Travis County, Texas, according to the map or plat thereof as recorded in Volume 75, Page 156 of the Plat Records of Travis County, Texas (the "Property"),

locally known as 1120 and 1124 Clayton Lane 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 conditions:

(A) The following uses are prohibited uses on the Property:

Automotive rentals Automotive repair services

Automotive sales

Bail bond services

Automotive washing (of any type)

Commercial off-street parking

Drop-off recycling collection Funeral services

facility

Pawn shop services Pedicab storage and dispatch

Service station

(B) Off-site accessory parking is a conditional use of the Property.

PART 3. Except as specifically restricted under this ordinance, the Property may be developed and used in accordance with the regulations established for the community commercial (GR) base district, mixed use (MU) combining district, and other applicable requirements of the City Code.

PART 4. Except as specifically modified by this ordinance, the Property is subject to Ordinance No. 20070809-057 that established zoning for the Windsor Park Neighborhood Plan.

PART 5. This ordinance takes effect on June 27, 2022.

PASSED AND APPROVED

June 16 , 2022

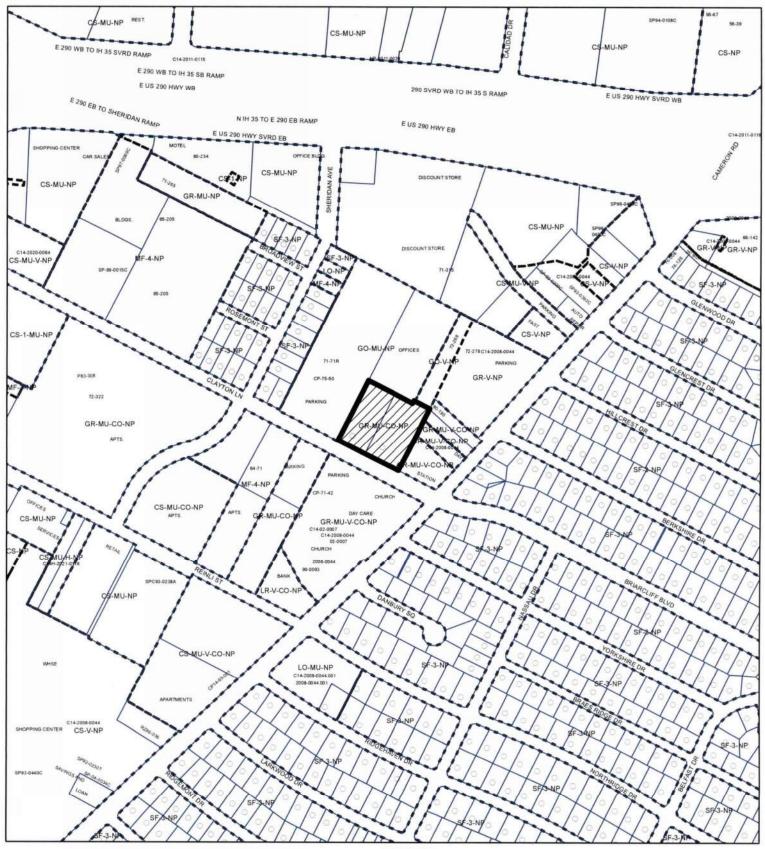
Steve Adler Mayor

Myrna Rios

APPROVED: The J. Myram ATTEST:

Anne L. Morgan | 194 N City Attorney

city Clerk







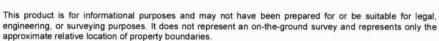
PENDING CASE

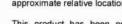
ZONING BOUNDARY

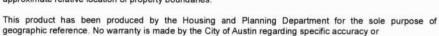
ZONING

ZONING CASE#: C14-2022-0003











Created: 1/6/2022

Cameron HiLine RHDA Proposal May 3rd, 2024



Attachment 5d

"Proof of Site Control"



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2022

1.	PARTIES: Seller agrees to sell and to buy the Property from Seller for the					
	Seller: Journeyman Old Homeste	ad , LP				
	Address: 1000 North Lamar Su	uite 400. Austin. TX 7	8703			
	Phone: (512)247-7000		journeymanco.com			
	Mobile:	Fax or Other: rha	milton@journeymanco.co			
	Buyer: Generation Housing Partne	ers, LLC				
	Address: 17440 North Dallas Pa					
	Phone: 214-613-6569	E-mail: chris.app	olequist@ghdevelopment.c	om		
	Mobile:	Fax or Other:				
2.	PROPERTY:					
	A. "Property" means that real prop	perty situated in		County, Texas at		
	(address) and that is legally des			or as follows:		
	Identification Number 225510 B OLD HOMESTEAD THE Subdescription to be attached. B. Seller will sell and convey the P (1) all rights, privileges, and ap	bdivision in Austin, To Property together with: opurtenances pertaining	ravis County, Texas. A co	omplete legal Seller's right, title, and		
	interest in any minerals, util (2) Seller's interest in all leases (3) Seller's interest in all license	s, rents, and security de	eposits for all or part of the			
	(Describe any exceptions, reservat (If mineral rights are to be reserved			lum.)		
3.	SALES PRICE:					
	A. At or before closing, Buyer will	pay the following sales	price for the Property:			
	(1) Cash portion payable by Bu	uyer at closing	\$_	7,250,000.00		
	(2) Sum of all financing described in Paragraph 4					
	(3) Sales price (sum of 3A(1) a					
	(o) Calco photo (calls of o) (()) a					
		ntification by Seller	C A			
				Page 1 of 15		
Brei	nt Williamson Real Estate, 1900 North Lamar Suite 400 Austin TX 78	8703	Phone: 512,261,8261 Fa	x., Clayton Lane		

Cor	nme	rcial Contract - Unimproved Property concerning 1124 Clayton Lane, Austin, Texas			
	В.	Adjustment to Sales Price: (Check (1) or (2) only.)			
	X	(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.	FIN	IANCING: 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 <u>not</u> 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 (TXR-1931).				
	B.	<u>Assumption</u> : In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$			
	C,	<u>Seller Financing</u> : Buyer will deliver a promissory note and deed of trust to <u>Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$</u>			
5.	EA	RNEST MONEY: C.A. 7/12/2023			
		Not later than 3 days after the effective date, Buyer must deposit \$ \$50,000.00 as earnest money with Stewart Title Company North Texas Division, 15950 Dallas Parkway (title company) at Suite 100, Dallas Texas 75248 (address) Carol Erick (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.			
	B.	Buyer will deposit an additional amount of \$ with the title company to be made part of the earnest money on or before: (i) days after Buyer's right to terminate under Paragraph 7B expires; or (ii) the first additional amount of \$ with the index paragraph 5B.			
		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.			
(TX	(R-18	02) 07-08-22 Initialed for Identification by Seller , and Buyer C.A. , Page 2 of 15			
	t Willia t Willia	mson Real Estate, 1999 North Lamar Suite 499 Austin TX 78793 Phone: 512.261,0261 Fax: Clayton Lane mson Produced with Lone Welf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.hwolf.com			

Cor	nme	rcial Contract - Unimproved Property concerning 1124 Clayton Lane, Austin, Texas
	C.	Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.
3 .	TIT	LE POLICY AND SURVEY:
	A.	Title Policy:
		 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 X Seller.
		(3) Within <u>21</u> 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 14 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/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer (insert amount) of the cost of the survey at closing, if closing occurs.
		(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
		(3) Seller-will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, X Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party 0 (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.
	C.	Buyer's Objections to the Commitment and Survey:
		(1) Within21 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7.

7.	PR	OPERTY CONDITION:
	A.	<u>Present Condition</u> : Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing:
	В.	Feasibility Period: Buyer may terminate this contract for any reason within days after the effective date (feasibility period) by providing Seller written notice of termination.
		(1) Independent Consideration. (Check only one box and insert amounts.) as may be extended under Paragraph 12, (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 2,000.00
		(b) Not later than 3 days after the effective date, Buyer must pay \$ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.
		(2) <u>Feasibility Period Extension</u> : Pnor to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of days by delivering \$ to the title company as additional earnest money.
ſΤX	R-18	(a) \$ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the 302) 07-08-22 Initialed for Identification by Seller and Buyer Page 4 of 15
Bren		mson Real Estate, 1000 North Lamar Suite 4th Austin 1X 78703 Phone: \$12,261,0261 Fax. , Clayton Lane

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sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration. (b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer: (i) The additional independent consideration. (ii) (Check no boxes or only one box.) all or summer of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract. If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective. C. Inspections. Studies, or Assessments: (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed
Seller's request without further notice to or consent from Buyer: (i) The additional independent consideration. (ii) (Check no boxes or only one box.) all or sum of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract. If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective. C. Inspections. Studies, or Assessments:
 independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective. C. Inspections. Studies, or Assessments:
(1) During the fessibility period. Ruyer, at Ruyer's expense, may complete or cause to be completed
any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer. (2) Buyer must:
 (a) employ only trained and qualified inspectors and assessors; (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property; (c) abide by any reasonable entry rules or requirements of Seller; (d) not interfere with existing operations or occupants of the Property; and (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.
D. Property Information:
(1) <u>Delivery of Property Information</u> : Within <u>21</u> days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: (Check all that apply.) X (a) copies of all current leases, including any mineral leases, pertaining to the Property, including
any modifications, supplements, or amendments to the leases; (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller
will not pay in full on or before closing; (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses
made on or relating to the Property; X (d) copies property tax statements for the Property for the previous 2 calendar years; X (e) plats of the Property; X (f) copies of current utility capacity letters from the Property's water and sewer service provider;
and X (g) All of the above will be provided subject to Seller having such information in-hand and available to provide to Buyer.
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- (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.)
- X (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;
- X (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- X (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. LEASES:

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:
 - (1) any failure by Seller to comply with Seller's obligations under the leases;
 - (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
 - (3) any advance sums paid by a tenant under any lease;
 - (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease: and
 - (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

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

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	ROKERS:					
A.	The brokers to this sale are:					
	Principal Broker: Brent Williamson Texas Real	Cooperating Broker:				
	Estate Broker TREC License #213609					
	Agent: Ross Irvin Hamilton TREC #592313	Agent:				
	Address: 1000 North Lamar Suite 400					
	Dallas Texas 78703					
	Phone & Fax: (512)844-3203					
	E-mail: brentgwilliamson@gmail.com					
	License No.: TREC BGW#213609, RIH # 592313					
	Electric No.: INCO Deventioned, INT # 302319	License No				
	Principal Broker: (Check only one box) X represents Seller only. represents Buyer only. is an intermediary between Seller and Buyer.	Cooperating Broker represents Buyer.				
В.	Fees: (Check only (1) or (2) below.) (Complete the Agreement Between Brokers of	n page 14 only if (1) is selected.)				
Yearn MAC	between Principal Broker and Seller. Principal	specified by separate written commission agreement cipal Broker will pay Cooperating Broker the fee specified below the parties' signatures to this contract.				
X	(2) At the closing of this sale, Seller will pay:					
	Principal Broker a total cash fee of: % of the sales price. Flat Fee \$5,000	Cooperating Broker a total cash fee of: % of the sales price				
	the title company to pay the brokers from t	Travis County, Texas. Seller authorizes the Seller's proceeds at closing. de, authorizes a broker to secure an eamed commission				
C	. The parties may not amend this Paragraph 9 amendment.	without the written consent of the brokers affected by the				
10. C	LOSING:					
Α.	The date of the closing of the sale (closing da (1) X 60 days after the expiration of the sale (specific date (2) 7 days after objections made under Parag	e feasibility period. e).				
В.	If either party fails to close by the closing da Paragraph 15.	te, the non-defaulting party may exercise the remedies in				
(TXR-1	802) 07-08-22 Initialed for Identification by Selle	er				
•	iamson Real Estate, 1900 North Lamar Suire 400 Austin TX 78703	Phone: 512,261,0261 Fax . Clayion Lane				

Commercial Contract - Unimproved Property concerning 1124 Clayton Lane, Austin, Texas	
C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty dee	d.
The deed must include a vendor's lien if any part of the sales price is financed. The deed must conve	∋у
good and indefeasible title to the Property and show no exceptions other than those permitted und	er

Paragraph 6 or other provisions of this contract. Seller must convey the Property:

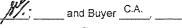
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
 - (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
 - (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.
- 11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.
- 12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. (If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)

Buyer and Seller agree to allow the Buyer to extend the Feasibility Period for up to TWO Extensions.

The Feasibility Extension Period shall be for 60 days at a cost of \$10,000 per 60 day period to be deposited into escrow and shall be deemed NON-REFUNDABLE but APPLICABLE to Purchase Continued... See Addendum Special Provisions 1

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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. <u>Buyer's Expenses</u>: 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. <u>Rent and Security Deposits</u>: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

Α.	If Buyer fails to cor	mply with this	contract, B	uyer is in	default an	d Seller, a	s Seller's s	ole remedy	(ies),
	may terminate this	contract and r	eceive the	earnest m	noney, as l	liquidated o	damages fo	r Buyer's fa	ailure

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Brent Williamson	Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood	St. Suite 2200, Dallas, TX 75201	www.lwolf.com	

Comme	rcial Contract - Unimproved Property concerning 1124 Clayton Lane, Austin, Texas
	except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or <i>(Check if applicable)</i> 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

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

(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or

- 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 <u>title</u> 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 disbursal of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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Breat Williamson Real Estate, 1990 North	Lamar Suite 400 Austin TX 78703	Phone: 512,261,0261	₽ax	Clayton Lane
Reant Williamson	Produced with Lone Molf Transactions (zinForm Edition	on) 717 N Harwood St. Suite 2200, Dailes, TX, 750	fil1 www.iwalf.com	

Cor	nme	rcial Contract - Unimproved Property concerning 1124 Clayton Lane, Austin, Texas
	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.	MA	TERIAL 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 (TXR-1408).
Taxasis (В.	 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.	hai del add	OTICES: All notices between the parties under this contract must be in writing and are effective when nd-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight livery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties dresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the oker representing the party to whom the notices are sent.
V V	А. В.	Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.
21.	rel su of	SPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute ated to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will bmit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph es not preclude a party from seeking equitable relief from a court of competent jurisdiction.
22	. AC	GREEMENT OF THE PARTIES:
	Α.	This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

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__and Buyer_C.A.

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Cor	nmercial Contract - Unimproved Property concerning 1124 Clayton Lane, Austin, Texas
	contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
	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.
C.A. 7/12/2023	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 (TXR-1931); (3) Commercial Property Condition Statement (TXR-1408); (4) Commercial Contract Addendum for Special Provisions (TXR-1940); (5) Notice to Purchaser of Real Property in a Water District (MUD); (6) Addendum for Coastal Area Property (TXR-1915); (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916); (8) Information About Brokerage Services (TXR-2501); (9) Information About Mineral Clauses in Contract Forms (TXR-2509); (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and (11) ADDENDUM A - Special Provisions Addendum (Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)
	E. Buyer X 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 federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank 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

(TXR-1802) 07-08-22	Initialed for Identification by Seller	and Buyer <u>C.A.</u> ,		Page 12 of 15
Brent Williamson Real Estate, 1998 North Li	mar Suite 400 Austin TX 78703	Phone: 512.261,6261	Fax.,	Clayton Lane
Brent Williamson	Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwoo	od St. Suite 2200, Dallas, TX 75201	www twalf com	

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33,135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (the Addendum for Coastal Area Property (TXR-1915) may be used).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: Ross Irvin Hamilton TREC Agent's License #592313 is an Officer of Journeyman Old Homestead LP LP

26	. CONTRACT	AS OFFER:	The execu	ution of th	is contra	act by t	he first	party	constit	tutes an	offer to	buy	or seil
	the Property.	Unless the	other party	accepts	the offer	by 5:0	10 p.m.,	in the	e time :	zone in	which t	he P	roperty
	is located, or	July 1	4, 2023	, the c	offer will	lapse a	nd bec	ome n	ull and	void.			

(TXR-1802) 07-08-22

Initialed for Identification by Seller

Phone: 512,261,8261

Page 13 of 15

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.

Seiler: <u>Journeyman Old Homestead , LP</u>	Buyer: Generation Housing Partners, LLC
By: Jam !	By:
By (signature):	By (signature):
Printed Name: Sam Kumar	Printed Name: Chris Applequist
Title:	Title: Authorized Member
By:	Ву:
By (signature):	By (signature):
Printed Name:	Printed Name:
Title:	Title:

Clayton Lane

*	TWEEN BROKERS oh 9B(1) is effective)
Principal Broker agrees to pay fee when the Principal Broker's fee is received. The fee \$, or \$, or \$, or \$, of the sales price, or \$% of the Principal Broker's fee.	
	operating Broker from Principal Broker's fee at closing. ior offers and agreements for compensation between
Principal Broker:	Cooperating Broker:
By:	By:
ATTO	RNEYS
Seller's attorney:	Buyer's attorney:
Address:	Address:
Phone & Fax:	Phone & Fax:
E-mail:	E-mail:
Seller's attorney requests copies of documents, notices, and other information: the title company sends to Seller Buyer sends to Seller.	Buyer's attorney requests copies of documents, notices, and other information: the title company sends to Buyer. Seller sends to Buyer.
ESCROW	/ RECEIPT
The title company acknowledges receipt of: X A. the contract on this day July 14th, 2023 B. earnest money in the amount of \$ 50,000.00 on July 20th, 2023	(effective date); in the form ofWire Transfer
Title company: Stewart Title Company By: Carel Erick	Address: 15950 Dallas Parkway, Suite 100 Dallas, Texas 75248 Phone & Fax: 214-473-5414 Carol.Erick@stewart.com
Assigned file number (GF#): TX6010-2081873-CE	Jordan.Gronholz@stewart.com E-mail:

ADDENDUM

PROPERTY: 1124 Clayton Lane, Austin Texas,	
for up to TWO Closing Date Period Extensions. But Closing Period extensions which shall be deemed	

Date: 07: 14:23	Date: _7/14/2023
- dan	Che ly
Signature	Signature
Date	Deter
Date:	Date:
Signature	Signature
Addendum	



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A BROKER is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A SALES AGENT must be sponsored by a broker and works with clients on oehalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker,
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - o that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer, and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Brent Williamson Seller's Broker	213609	brentgwilliamson@gmail.com	(512)844-3203
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
Brent Garrett Williamson	213609		(512)844-3203
Designated Broker of Firm	License No.	Email	Phone (512)247-7000
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Ross Irvin Hamilton Agent	592313	rhamilton@journeymanco.com	(512)247-7000
Sales Agent/Associate's Name	License No.	Email	Phone
	Buyer/Tenant/Seller/Landlord Initial	s Date	

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

IABS 1-0 Date

Clayton Lane

TXR-2501

Phone: 512.261.0261 Far

<u>ADDENDUM A – Special Provisions Addendum</u> TO TREC COMMERCIAL CONTRACT for 1124 Clayton Ln, Austin, TX 78723

THIS <u>ADDENDUM A</u> TO TREC COMMERCIAL CONTRACT for 1124 Clayton Ln, Austin, TX 78723 (this "**Addendum A**") is attached to, and made a part of, that Commercial Contract (the "**Contract**") executed by <u>GENERATION HOUSING PARTNERS, LLC</u>, a TEXAS LIMITED LIABILITY COMPANY (together with its successors and/or assigns, "**Purchaser**"); and <u>JOURNEYMAN OLD HOMESTEAD</u>, <u>LP</u> (together with its successors and/or assigns, "**Seller**") (Purchaser and Seller are collectively referred to as the "**Parties**", and each a "**Party**"). In the event the terms of this <u>Addendum A</u> conflict with the terms of the Contract, the terms of this <u>Addendum A</u> shall control. All references to the term "contract" in the Contract shall mean the Contract as amended by this <u>Addendum A</u>.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Plans and Approvals</u>. Purchaser shall have the right to file, at Purchaser's expense, applications and plans necessary to obtain building permits, site permit and/or any other approval, or permit from governmental authorities having jurisdiction over the Property that Purchaser deems appropriate in connection with its intended use of the Property. Seller agrees to join in the execution of any application required in order to obtain any such permit, or approval (or file such application individually if required by the relevant governmental authority).

2. <u>Tax Credit Provisions</u>.

- a. Purchaser and Seller hereby acknowledge that Purchaser intends to apply for certain housing tax credits ("Tax Credits") through the appropriate state agency of the State of Texas (the "Agency"), and that Purchaser's intended use of the Property is not viable unless Purchaser is successful in doing so. On or before the date applications are due, Purchaser shall submit to the Agency, or such other applicable entity, an application for an allocation of Tax Credits, and use reasonable and diligent efforts to obtain the same, together with any other financing necessary for the acquisition and development of the Property, all of which shall be on terms and conditions that are satisfactory to Purchaser in its Purchaser's sole and absolute discretion.
- b. Seller hereby agrees (i) not to assign any of its interest in the Contract to any other party during the Agreement term; and (ii) to assist Purchaser, at Purchaser's sole cost and expense, in obtaining and submitting such information as is necessary to apply for or obtain the Tax Credits to the extent such information is available to Seller and not to Purchaser.
- c. Purchaser shall provide a copy of the tax credit application to the Seller within 7 days of submission.

Addendum A Page 1	w/		
Initialed for Indentification by Seller	/17.	and Purchaser	C.A.

EXHIBIT A

Two parcels of land known as Travis County Appraisal District (TCAD) Parcel Identification Numbers 225511 & 225510 locally known as 1120 & 1124 Clayton Lane and legally described as LOT A & B OLD HOMESTEAD THE Subdivision in Austin, Travis County, Texas.

Cameron HiLine RHDA Proposal May 3rd, 2024



Attachment 5e

"Phase 1 ESA"

Cameron HiLine RHDA Proposal May 3rd, 2024



Attachment 5f "SHPO"

Not Applicable