

August 4th, 2023

CITY OF AUSTIN
RENTAL HOUSING DEVELOPMENT
ASSISTANCE APPLICATION

For

Cameron HiLine

1124 Clayton Ln

Austin, TX 78723

A 100% Affordable, Class “A”, Transit-Oriented Community



Presented by:



**GENERATION
HOUSING
PARTNERS**

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



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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 Center* 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
Hill Tide Partners, LLC
Austin Housing Finance Corporation (Proposed)

Owner: TX Clayton 2024, Ltd.

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 is pursuing a \$40,000,000.00 bond issuance request with Austin Housing Finance Corporation for Tax-Exempt Private Activity Bonds. A bond application will be submitted to the Texas Bond Review Board for the October/November 2023 bond lottery. The application anticipates a bond reservation between February-March of 2024. Sources of funds include a construction loan from Bank OZK, a Fannie Mae permanent loan from Bellwether, 4% HTC equity, and deferred developer fee. During the construction period, short-term cash collateralized bonds will be used. Furthermore, the development is applying for \$9,800,000.00 in gap financing through the City of Austin / Austin HFC's RHDA Program. These funds will be essential to the viability of the project and utilized to fill the gap for hard construction costs. Additionally, the development is seeking a partnership with the Austin HFC for a full property tax exemption. Generation Housing Partners is currently working with the Austin HFC on an MOU for terms of the partnership.

Community Amenities include a clubhouse, leasing center, furnished fitness center, and community lounge. The community will offer laptops to its residents for “check-out” to do 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:

- *Spacious Personal Balconies*
- *9-foot Ceilings*
- *“Open Concept” Design*
- *Granite Countertops*
- *Personal Storage Rooms*
- *Vinyl Plank Wood Flooring*
- *Laundry Connections*
- *Energy Star Appliances*
- *Walk-in Closets*

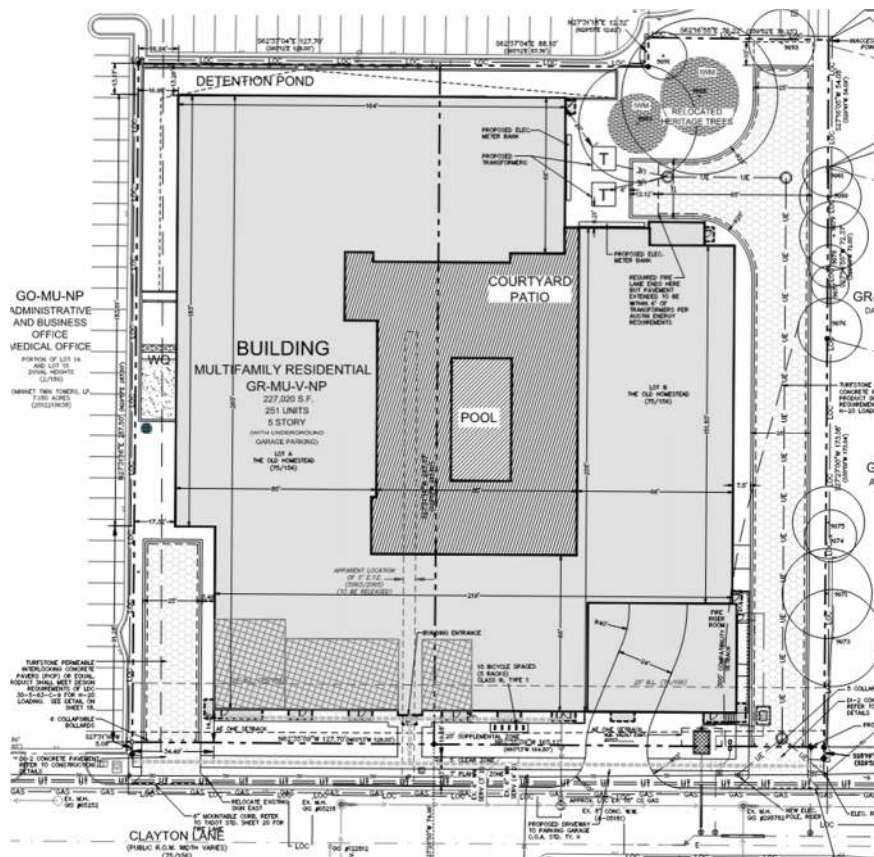


Resident Services will be paid for by the development (free to the residents) and managed by a third-party service provider contracted to provide resident services that will exceed TDHCA requirements. Cameron HiLine will provide:

- 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.

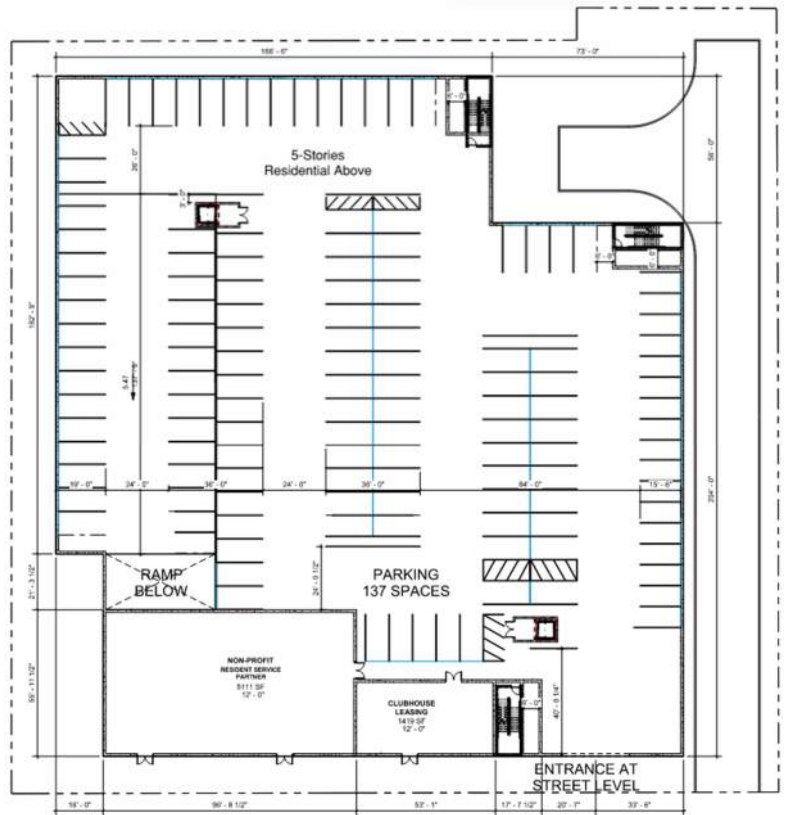


Site Layout

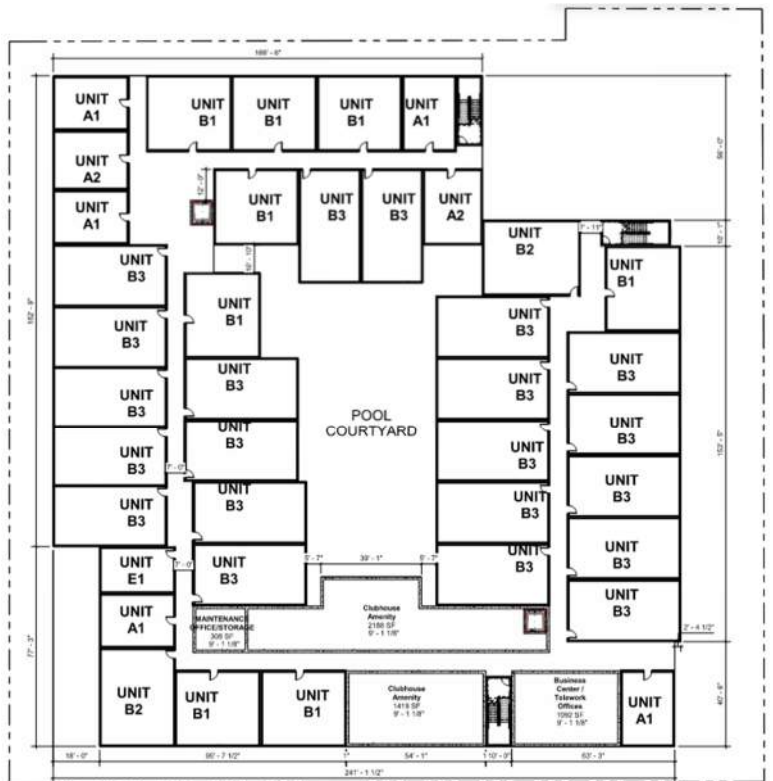


Floorplan & Unit Mix

	# Units	% of Total
TC 30% Eff.	2	0.9%
TC 30% 1B/1B	3	1.3%
TC 30% 2B/2B	5	2.2%
TOTAL 30%	10	4.4%
TC 50% Eff.	7	3.1%
TC 50% 1B/1B	23	10.1%
TC 50% 2B/2B	75	33.0%
TOTAL 50%	105	46.3%
TC 60% Eff.	4	1.8%
TC 60% 1B/1B	13	5.7%
TC 60% 2B/2B	39	17.2%
TOTAL 60%	56	24.7%
TC 80% Eff.	4	1.8%
TC 80% 1B/1B	12	5.3%
TC 80% 2B/2B	40	17.6%
TOTAL 80%	56	24.7%
TOTAL	227	96%
AVG INCOME	58.99%	
Unit Mix		
Eff	15	6.91%
1B/1B	48	22.12%
2B/2B	154	70.97%
	217	100%



02 Parking Level at Street Level
3/64" = 1'-0"



01 First Floor-Residential Overall Building
3/64" = 1'-0"

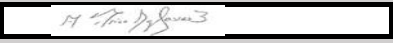
APPLICATION CHECKLIST/ INFORMATION FORM

DEVELOPER NAME: Generation Housing Partners, LLC	BORROWER ENTITY NAME : TX Clayton 2024, Ltd
DEVELOPMENT NAME : Cameron HiLine	FUNDING CYCLE DEADLINE : August 4th, 2023
FEDERAL TAX ID NO: 82-3097481 (developer)	DUNS NO: 066472517 (developer)
PROJECT ADDRESS: 1124 Clayton Ln, 78723	PROGRAM : RHDA
CONTACT NAME : Adrian Iglesias	AMOUNT REQUESTED: \$9,800,000.00
CONTACT ADDRESS AND PHONE : 17440 North Dallas Pkwy, Ste 120, Dallas, TX 75287 - 214.613.6569	

APPLICATION TABS		INITIALS
A 1	EXECUTIVE SUMMARY/PROJECT PROPOSAL	AI
A 2	PROJECT SUMMARY FORM	AI
A 3	PROJECT TIMELINE	AI
A 4	DEVELOPMENT BUDGET	AI
A 5	OPERATING PRO FORMA	AI
A 6	SCORING SHEET	AI

ATTACHMENT TABS				INITIALS
1	ENTITY INFORMATION	1.a.	Detailed listing of developer's experience	AI
		1.b.	Certificate of Status	AI
		1.c.	Statement of Confidence	AI (n/a)
2	PRINCIPALS INFORMATION	2.a.	Resumes of principals	AI
		2.b.	Resumes of development team	AI
		2.c.	Resumes of property management team	AI
3	FINANCIAL INFORMATION	3.a.	Federal IRS Certification	AI (n/a)
		3.b.	Certified Financial Audit	AI (n/a)
		3.c.	Board Resolution	AI (n/a)
		3.d.	Financial Statements	AI
		3.e.	Funding commitment letters	AI
4	PROJECT INFORMATION	4.a.	Market Study	AI*
		4.b.	Good Neighbor Policy	AI
		4.c.	SMART Housing Letter	AI*
		4.d.	MOU with ECHO	AI (n/a)
		4.e.	Resident Services	AI
5	PROPERTY INFORMATION	5.a.	Appraisal	AI*
		5.b.	Property Maps	AI
		5.c.	Zoning Verification Letter	AI*
		5.d.	Proof of Site control	AI
		5.e.	Phase I ESA	AI

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

SIGNATURE OF APPLICANT 	DATE AND TIME STAMP OF RECEIPT <div style="border: 1px solid black; height: 80px; width: 100%;"></div>
PRINTED NAME Adrian Iglesias	
TITLE OF APPLICANT Authorized Member	
DATE OF SUBMISSION August 4th, 2023	

FOR AHFC USE ONLY

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

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TAB A2

“Project Summary Form”

1) Project Name Cameron HiLine	2) Project Type 100% Affordable	3) New Construction or Rehabilitation New Construction
4) Address(s) or Location Description 1124 Clayton Ln, 78723		5) Mobility Bond Corridor
6) Census Tract 21.05	7) Council District District 4	8) Elementary School HARRIS EL
9) Affordability Period 45 years		
10) Type of Structure Multi-family	11) Occupied? No	12) How will funds be used? Construction

13) Summary of Rental Units by MFI Level

Income Level	Efficiency	One Bedroom	Two Bedroom	Three Bedroom	Four (+) Bedroom	Total
Up to 20% MFI						0
Up to 30% MFI	2	3	5			10
Up to 40% MFI						0
Up to 50% MFI	7	23	75			105
Up to 60% MFI	4	13	39			56
Up to 80% MFI	4	12	40			56
Up to 120% MFI						0
No Restrictions						0
Total Units	17	51	159	0	0	227

14) Summary of Units for Sale at MFI Level

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

15) Initiatives and Priorities (of the Affordable Units)

Initiative	# of Units	Initiative	# of Units
Accessible Units for Mobility Impairments	12	Continuum of Care Units	
Accessible Units for Sensory Impairments	5		

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

- 16) Is the property within 1/2 mile of an Imagine Austin Center or Corridor?
- 17) Is the property within 1/4 mile of a High-Frequency Transit Stop?
- 18) Is the property within 3/4 mile of Transit Service?
- 19) The property has Healthy Food Access?

20) Estimated Sources and Uses of funds

<u>Sources</u>		<u>Uses</u>	
Debt	29,618,205	Acquisition	7,250,000
Equity	26,139,411	Off-Site	
Grant		Site Work	1,933,000
Other	280,000	Sit Amenities	436,970
Deferred Developer Fee (not applicable for OHDA)	2,460,753	Building Costs	32,018,603
Previous AHFC Funding		Contractor Fees	4,921,856
Current AHFC Request	9,800,000	Soft Costs	5,846,452
		Financing	8,371,055
		Developer Fees	7,520,433
Total \$	68,298,369	Total \$	68,298,369

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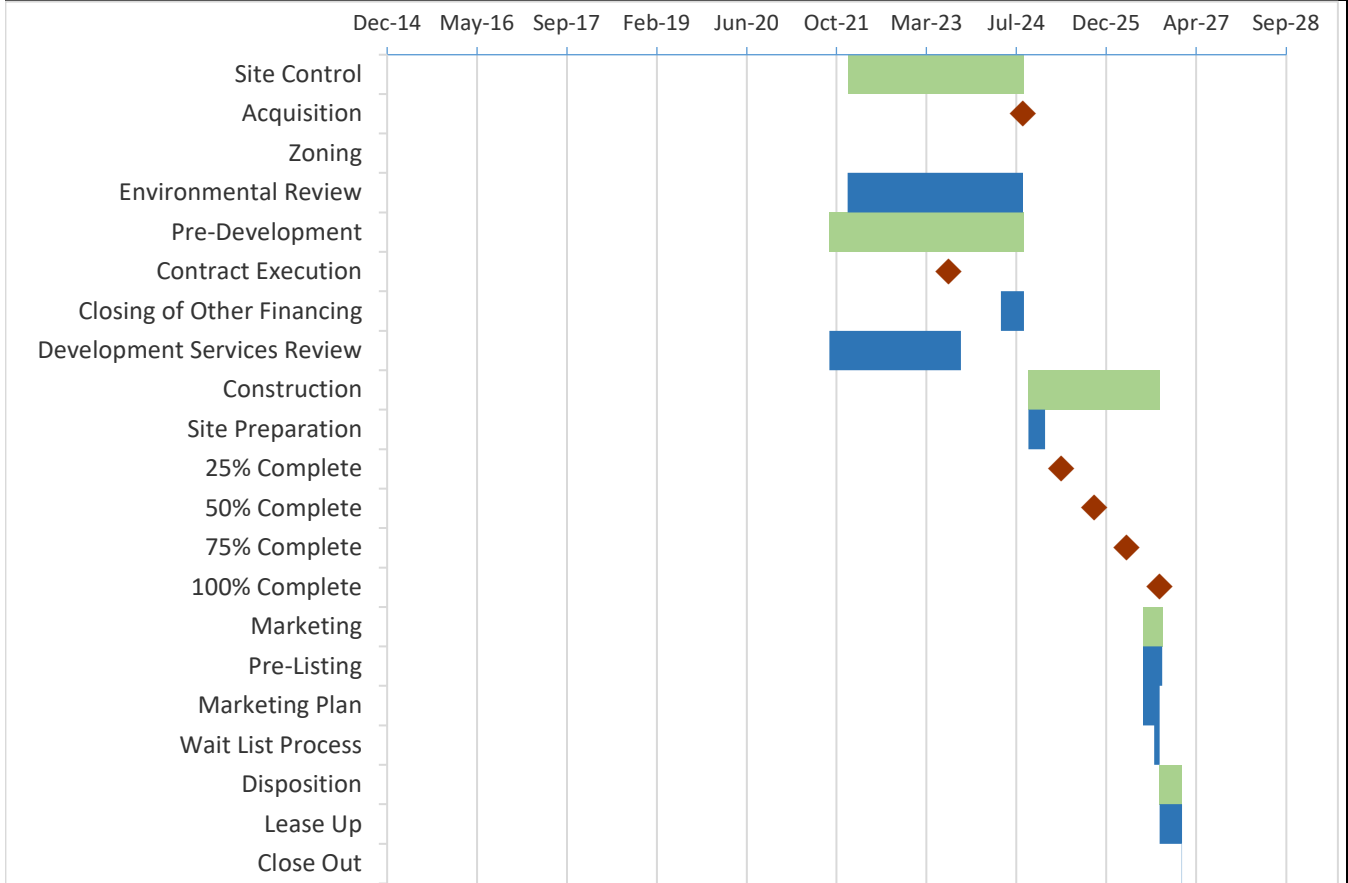
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TAB A3

“Project Timeline”

Development Schedule

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



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TAB A4

“Development Budget”

Development Budget

	Total Project Cost	Requested AHFC 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	417,558	
Demolition	200,000	48,189	
Concrete	6,192,792	1,492,124	includes parking structure
Masonry	1,043,061	251,321	
Rough Carpentry	5,629,000	1,356,281	
Finish Carpentry	1,229,000	296,122	
Waterproofing and Insulation	586,000	141,194	
Roofing and Sheet Metal	807,131	194,474	
Plumbing/Hot Water	2,942,922	709,083	
HVAC/Mechanical	1,769,479	426,348	
Electrical	3,042,262	733,019	
Doors/Windows/Glass	1,316,244	317,143	
Lath and Plaster/Drywall and Acoustical	2,806,328	676,172	
Tiel Work	201,783	48,619	
Soft and Hard Floor	568,096	136,880	
Paint/Decorating/Blinds/Shades	999,600	240,849	
Specialties/Special Equipment	344,583	83,026	
Cabinetry/Appliances	1,384,539	333,598	
Carpet	617,765	148,848	
Other (specify)	5,247,311	1,264,315	General Contractor Fees, P&P Bonds, FF&E, Permit Fees
Construction Contingency	2,012,226	484,837	
Subtotal Construction Cost	\$40,673,122	\$9,800,000	
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		
Marketing	50,000		
Davis-Bacon Monitoring	374,000		
Developer Fee	7,520,433		
Other (specify)	4,271,314		Reserves, Loan origination fees, Fannie Mae Deposit, Third Par
Subtotal Soft & Carrying Costs	\$19,765,747	\$0	
TOTAL PROJECT BUDGET	\$68,298,369	\$9,800,000	

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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	\$3,789,672	\$3,865,465	\$3,942,775	\$4,021,630	\$4,102,063	\$4,529,009	\$5,000,392
Secondary Income	\$49,032	\$50,013	\$51,013	\$52,033	\$53,074	\$58,598	\$64,697
POTENTIAL GROSS ANNUAL INCOME	\$3,838,704	\$3,915,478	\$3,993,788	\$4,073,663	\$4,155,137	\$4,587,607	\$5,065,088
Provision for Vacancy & Collection Loss	-\$287,903	-\$293,661	-\$299,534	-\$305,525	-\$311,635	-\$344,070	-\$379,882
Rental Concessions	\$0	\$0	\$0	\$0	\$0	\$0	\$0
EFFECTIVE GROSS ANNUAL INCOME	\$3,550,801	\$3,621,817	\$3,694,254	\$3,768,139	\$3,843,501	\$4,243,536	\$4,685,207
EXPENSES							
General & Administrative Expenses	\$101,000	\$104,030	\$107,151	\$110,365	\$113,676	\$131,782	\$152,772
Management Fee	\$177,540	\$181,091	\$184,713	\$188,407	\$192,175	\$212,177	\$234,260
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	\$1,142,920	\$1,175,432	\$1,208,884	\$1,243,304	\$1,278,719	\$1,471,779	\$1,694,484
NET OPERATING INCOME	\$2,407,881	\$2,446,385	\$2,485,369	\$2,524,835	\$2,564,783	\$2,771,757	\$2,990,723
DEBT SERVICE							
First Deed of Trust Annual Loan Payment	\$2,030,392	\$2,030,392	\$2,030,392	\$2,030,392	\$2,030,392	\$2,030,392	\$2,030,392
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	\$377,489	\$415,993	\$454,977	\$494,443	\$534,391	\$741,366	\$960,331
CUMULATIVE NET CASH FLOW	\$377,489	\$793,482	\$1,248,460	\$1,742,903	\$2,277,294	\$5,466,685	\$9,720,925
Debt Coverage Ratio	1.19	1.20	1.22	1.24	1.26	1.37	1.47

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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	\$9,000,000			
Estimated Total Project Cost	\$67,498,369			
High Opportunity	No			
High Displacement Risk	YES			
High Frequency Transit	Yes			
Imagine Austin	Yes			
Mobility Bond Corridor	0			
SCORING ELEMENTS		Description		
UNITS				
< 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%	% 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 corridors		
SCORE	2	% of annual goal * units * 50%, max of 75		
< 40% MFI	0	# of rental units at < 40% MFI		
< 50% MFI	105	# 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 corridors		
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	% 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 corridors		
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		
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 corridors		
SCORE	0	% of annual goal * units * 25%, max of 75		
Unit Score	10	MAXIMUM SCORE = 300		
INITIATIVES AND PRIORITIES				
Continuum of Care	0	Total # of units provided up to 100 per year		
Continuum of Care Score	0	(total CoC Units/100 + HF Units/50)*20		
Access to Healthy Food	Yes	Within 1 Mile of Healthy Food (City GIS)		
Continuum of Care Weighted Score	0	Mobility, Access to Jobs, Community Institutions, Social Cohesion		
2 Bedroom Units	80	Total Affordable 2 Bedroom units		
3 Bedroom Units	0	Total Affordable 3 Bedroom units		
4 Bedroom Units	0	Total Affordable 4+ Bedroom units		
Multi-Generational Housing Score	14	Multi-bedroom Unit/Total Units * 20		
TEA Grade	65	Elementary School Rating from TEA		
Multi-Generational Housing Weighted Score	4	Educational Attainment, Environment, Community Institutions, Social Cohesion, Economic Security		
Accessible Units	17	mobility and sensory units		
Non-PSH, Non-Voucher Under 20% MFI	0	Total units under 20% MFI		
Accessibility Score	3	Accessible Unit/Total Units * 20		
Metro Access Service	Yes	Within 3/4 mile of fixed route transit		
Accessibility Weighted Score	1	Housing Stability, Health, Mobility, Community Institutions		
Initiatives and Priorities Score	21	MAXIMUM SCORE = 200		
UNDERWRITING				
AHFC Leverage	26%	% of total project cost funded through AHFC request		
Leverage Score	15	3 points per 5% reduction in leverage below 50% (max 30)		
AHFC Per Unit Subsidy (including prior amounts)	\$78,261	Amount of assistance per unit		
Subsidy per unit score	15	(\$200,000 - per unit subsidy)*25/\$200,000		
AHFC Per Bedroom Subsidy	\$46,154	Amount of assistance per bedroom		
Subsidy per Bedroom Score	19	(\$200,000 - per bedroom subsidy)*25/\$200,000		
Debt Coverage Ratio (Year 5)	1.26	Measured at the 5 Year mark		
Debt Coverage Ratio Score	23.68041023	Minimum = 1.0; Maximum = 1.5; 1.25 = best score		
Underwriting Score	73	MAXIMUM SCORE = 100		
APPLICANT				
FINAL QUANTITATIVE SCORE	105	THRESHOLD SCORE = 50		
Previous Developments				
Compliance Score				
Proposal				
Supportive Services				
Development Team				
Management Team				
Notes				

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Attachment 1a

“Detailed Listing of Developer’s Experience”

Overview



GENERATION HOUSING PARTNERS

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 in multi-family 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	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
					2,176	\$407,931,974

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 one-time lease payment to Dallas HFC .



Westmoreland Station (248-unit multi-family development in Dallas, Texas at 2700 S Westmoreland Rd.) construction progress photo dated 3/22/2023.

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 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 (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.



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 four-story 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 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).



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.

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.



Building Rendering



Granite Countertops in All Units



Proposed Resort-Style Pool

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

Attachment 1b

“Certificate of Status”



Franchise Tax Account Status

As of : 08/03/2023 15:59:32

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

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.

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

Attachment 2a

“Resumes of Principals”

Team Member Roles and Resumes



**GENERATION
HOUSING
PARTNERS**

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/ Consultant – 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.

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

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? <input type="checkbox"/> No		Tin required!
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> Yes

Housing General Contractor:

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? <input type="checkbox"/> No		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> No

Infrastructure General Contractor:

0	0	()-
	Contact Name	Phone
0	\$0.00	0
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> 0		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> 0

Cost Estimator:

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? <input type="checkbox"/> No		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> No

Architect:

Arrive Architecture Group	J. Marc Tolson	(817) 514-0584
	Contact Name	Phone
marc@arriveag.com	TBD	0
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB? <input type="checkbox"/> No		
This is a direct or indirect, financial, or other interest with Applicant or other team members*		<input type="checkbox"/> No

Engineer:

0	0	() -
	Contact Name	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 with Applicant or other team 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 team members*		
		No

Market Analyst:

Apartment Market Data	Darrel Jack	(210) 530-0040
	Contact Name	Phone
djack@stic.net	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*		
		No

Appraiser:

N/A	0	() -
	Contact Name	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 with Applicant or other team members*		
		0

Attorney:

Winthrop & Weinstine, P.A.	Jeff S. Drennan	612.604.6730
	Contact Name	Phone
jdrennan@winthrop.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*		
		No

Accountant:

Cohn Reznick	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, financial, or other interest with Applicant or other team members*		
		No

Property Manager:

<u>Asset Living</u>	<u>Hugh Cobb</u>	<u>(972) 582-0854</u>
	Contact Name	Phone
<u>hugh.cobb@assetliving.com</u>	<u>TBD</u>	<u>0</u>
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> No	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> No		

Originator of Underwriter:

<u>Bellwether</u>	<u>Jon Killough</u>	<u>(205) 588-6053</u>
	Contact Name	Phone
<u>jon.killough@bwe.com</u>	<u>TBD</u>	<u>0</u>
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> No	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> No		

Bond Issuer:

<u>Austin Housing Finance Corporation</u>	<u>Brendan Kennedy</u>	<u>512.978.1594</u>
	Contact Name	Phone
<u>Brendan.Kennedy@austintexas.gov</u>	<u>TBD</u>	<u>0</u>
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> 0	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> 0		

Syndicator:

<u>Raymond James</u>	<u>John Colvin</u>	<u>(205) 874-4327</u>
	Contact Name	Phone
<u>John.Colvin@RaymondJames.com</u>	<u>TBD</u>	<u>0</u>
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> No	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> No		

Supportive Services Provider:

<u>0</u>	<u>0</u>	<u>() -</u>
	Contact Name	Phone
<u>0</u>	<u>\$0.00</u>	<u>0</u>
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> 0	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> 0		

Supportive Services Provider:

<u>0</u>	<u>0</u>	<u>() -</u>
	Contact Name	Phone
<u>0</u>	<u>\$0.00</u>	<u>0</u>
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> 0	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> 0		

Title Company

Stewart Title Company	Carol Erick	(214) 556-5487
	Contact Name	Phone
carol.erick@stewart.com	TBD	0
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> No	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> No		

Application Consultant:

Purple Martin Real Estate	Audrey Martin	(512) 658-6386
	Contact Name	Phone
audrey@purplemartinre.com	TBD	47-4682655
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> Yes	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> No		

ESA Provider:

Phase Engineering	Diana Hedrick	(832) 485-2225
	Contact Name	Phone
Diana@PhaseEngineering.com	TBD	75-2502360
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> No	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> No		

Scope and Cost Review (formerly PCA) Provider:

Not Applicable	0	() -
	Contact Name	Phone
0	\$0.00	0
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> 0	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> 0		

Preservation Consultant:

Not Applicable	0	() -
	Contact Name	Phone
0	\$0.00	0
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> 0	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> 0		

Other: Please specify

0	0	() -
	Contact Name	Phone
0	\$0.00	0
Email	Proposed Fee	Tax ID Number (TIN)
Certified Texas HUB?	<input type="checkbox"/> 0	
This is a direct or indirect, financial, or other interest with Applicant or other team members*		
<input type="checkbox"/> 0		



JOURNEYMAN CONSTRUCTION LLC
1000 N. Lamar, Suite 400
Austin, Texas 78703

T 512.247.7000
F 512.385.6699

www.journeymanco.com
www.journeymangroup.com
www.jciresidential.com



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

AIA 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 DOCUMENT D401.

This form is approved and recommended by The American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

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The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Individual	<input type="checkbox"/>
Joint Venture	<input type="checkbox"/>
Other (Limited Liability Company)	<input checked="" type="checkbox"/>

SUBMITTED BY: Journeyman Construction, LLC, a Texas limited liability company

NAME: David Gregoreyk, Vice President

ADDRESS: 1000 N. Lamar, Suite 400, Austin, Texas 78703

PRINCIPAL OFFICE: 1000 N. Lamar, Suite 400, Austin, Texas 78703

NAME OF PROJECT (if applicable): Augustine Apartments

TYPE OF WORK (file separate form for each Classification of Work):

<input checked="" type="checkbox"/>	General Construction	<input type="checkbox"/>	HVAC
<input type="checkbox"/>	Plumbing	<input type="checkbox"/>	Electrical
<input type="checkbox"/>	Other (please specify)		

1. ORGANIZATION

1.1 How many years has your organization been in business as a Contractor?
26 years

1.2 How many years has your organization been in business under its present business name?
22 years

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:

1.4 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.

6. SIGNATURE

6.1 Dated at Austin, Texas this 4/11/2023 day of _____, 2023

Name of Organization: Journeyman Construction, LLC

DocuSigned by:
By: David Gregorcyk
David Gregorcyk

Title: Vice President

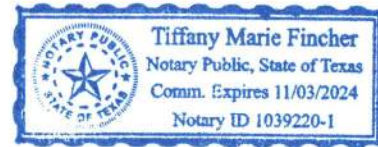
6.2

David Gregorcyk, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 11th day of April, 2023

Notary Public: Tiffany Marie Fincher

My Commission Expires: 11/3/2024



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 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Mr. Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	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	Mr. Kurt Goll P: 512.247.7000 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	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 kgoll@jciresidential.com	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

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

Flats at ShadowGlen Manor, TX	Prime	Right Quest ShadowGlen Flats, LLC 5057 Keller Springs Road, Suite 300 Addison, TX 75001	Mr. Ryan M. Harden P: 469-718-5504 rharden@rightquestllc.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Mr. Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	\$23,568,998	Mar-20
Buda Oaks Assisted Living & Memory Care Buda, TX	Prime	Buda House Assisted Living, LLC 1000 N Lamar, Suite 400 Austin, TX 78703	Mr. Patrick Riordan P: 512-247-7000 priordan@journeymanco.com	DFD Architects, Inc. 305 W, Wukkis Street Suite 101 Leander, TX 78641	Mr. William A. Davies P: 512-259-4175 wdavies@dfdarch.com	\$12,176,760	Mar-20
Santa Clara Apartments Austin, TX	Prime	Santa Clara, LLC 1000 N Lamar, Suite 400 Austin, TX 78703	Mr. Kurt Goll P: 512.247.7000 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Mr. Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	\$24,927,876	Jan-20
Stone Hill Apartments Pflugerville, TX	Prime	Pflugerville Stonehill, LLC 1000 N Lamar, Suite 400 Austin, TX 78703	Mr. Kurt Goll P: 512.247.7000 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Mr. Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	\$27,735,809	Dec-19
The Philomena Assisted Living & Memory Care Buda, TX	Prime	Philomena Assisted Living, LLC 1000 N. Lamar, Suite 400 Austin, TX 78703	Mr. Patrick Riordan P: 512.247.7000 priordan@journeymanco.com	DFD Architects, Inc. 305 W, Wukkis Street Suite 101 Leander, TX 78641	Mr. William A. Davies P: 512-259-4175 wdavies@dfdarch.com	\$11,700,000	Nov-19
FLORA Apartments Austin, TX	Prime	FLORA Middle Fiskville, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Mr. Ross Hamilton P: 512.247.7000 rhamilton@journeymanco.com	Wilder Belshaw Architects 3875 Ponte Avenue Suite 410 Addison, TX 75001	Mr. Bill Belshaw P: 214.969.0500 belshaw@wilderbelshaw.com	\$20,475,369	May-19
Locker Room Renovations to Browne, Martin & Hamlin MS Corpus Christi, TX	Prime	Corpus Christi ISD P.O. Box 110 Corpus Christi, TX 78403	Mr. John Dibala John.dibala@ccisd.us	SolkaNavaTorno, LLC 6262 Weber Road Suite 78413 Corpus Christi, Texas 78413	Ray Torno P: 361-854-1471 F: 361-854-1470 rtorno@sntarchitects.com	\$829,430	Aug-19
Flour Bluff ISD Brick Repairs Corpus Christi, TX	Prime	Flour Bluff ISD 2505 Waldron Road Corpus Christi, Texas 78418	Brian Schuss P: 361-694-9212 F: 361-694-9735 bschuss@flourbluffschools.net	SolkaNavaTorno, LLC 6262 Weber Road Suite 78413 Corpus Christi, Texas 78413	Ray Torno P: 361-854-1471 F: 361-854-1470 rtorno@sntarchitects.com	\$135,387.00	Apr-19
Haas Middle School Additions & Renovations Corpus Christi, TX	Prime	CCISD 801 Leopard Street Corpus Christi, TX 78403	Mr. John Dibala Ph: 361-695-7460 Fax: 361-886-9192 John.dibala@ccisd.us	Gignac Architects 416 Starr Street Corpus Christi, TX 78401	P: 361-884-2661	\$6,943,000	18-Nov-19
Estancia Villas Apartments Austin, TX	Prime	Estancia Villas, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Mr. Kurt Goll P: 512.247.7000 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Mr. Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	\$25,110,790	31-Aug-18
The Oaks at Techridge Phase V Austin, TX	Prime	Oaks at Techridge Phase V Partners, LP 6405 Mira Mesa Blvd., Suite 400 San Diego, CA 92121	Mr. Tim Holley P: 604-605-1745 tim.holley@ledcor.com	Archon Corporation 2929 Carlisle Street Suite 130 Dallas, TX 75204		\$27,018,713	31-Aug-18
Josh Davis Facility Upgrades & Improvements San Antonio, TX	Prime	North East Independent School District 8961 Tesoro Drive, Suite 300 San Antonio, TX 78217	Dr. Brian G. Gottardy P: 210.407.0438	Marmon Mok, L.L.P. 700 N. St. Mary's, Suite 1600 San Antonio, TX 78205	Mr. Shawn Bacon, AIA P: 210.223.9492 bacon@marmonmok.com	\$2,654,505	Mar-18
Journeyman Group New Headquarters Austin, TX	Prime	Journeyman Austin Holdings, Inc. 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Mr. Pat Riordan P: 512-374-2920 F: 512-385-6699 priordan@journeymanco.com	Charles Fisk ARCHITECTURE, P.L.L.C. 1741 Spyglass Drive, Unit 233 Austin, TX 78746	Mr. Charles Fisk P: 512-422-1337 charles@charlesfiskarchitecture.com	\$4,500,000	Jun-18
Robstown ISD High School Additions & Renovations Robstown, TX	Prime	Robstown ISD 801 N. First Street Robstown, TX 78380	Mr. LeeRoy Gonzalez P: 361-688-4366 leeroy.gonzalez@robstownisd.org	Gignanc and Associates 416 Starr Street Corpus Christi, TX 78401	Mr. Rogelio Hernandez P: 361-884-2661 F: 361-854-1470	\$10,214,455	Apr-18

Techridge Oaks Assisted Living Austin, TX	Prime	Techridge Oaks, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Mr. Pat Riordan P: 512-374-2920 F: 512-385-2999 priordan@journeymanco.com	DFD Architects, Inc. 305 W, Wukkis Street Suite 101 Leander, TX 78641	Mr. William A. Davies P: 512-259-4175 wdavies@dfdarch.com	\$9,625,000	Feb-18
Double Creek Assisted Living Round Rock, TX	Prime	Double Creek AL, LP 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Mr. Pat Riordan P: 512-374-2920 F: 512-385-6699 priordan@journeymanco.com	DFD Architects, Inc. 305 W, Wukkis Street Suite 101 Leander, TX 78641	Mr. William A. Davies P: 512-259-4175 wdavies@dfdarch.com	\$10,560,000	Mar-18
The Highlands @ Wells Branch Pflugerville, TX	Prime	The Highlands Wells Branch, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Kurt Goll P: 512-374-2951 F: 512-385-6699 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	\$23,485,900.00	17-Oct
Canyon Lake High School Additions & Renovations Fischer, TX	Prime	Comal ISD 1404 N. IH 35 New Braunfels, TX 78130	Mr. Andrew Kim P: 830-221-2000 andrew.kim@comalisd.org	Huckabee Architects	Rolando Ramirez	\$1,752,300.00	Jan-18
Silverado 48 Apartments Buda, TX	Prime	JCI Residential, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Kurt Goll P: 512-374-2951 F: 512-385-6699 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	\$4,428,600.00	1-Aug-17
Flour Bluff Primary / Elem Library & Cafeteria Additions Corpus Christi, TX	Prime	Flour Bluff ISD 2505 Waldron Road Corpus Christi, Texas 78418	Brian Schuss P: 361-694-9212 F: 361-694-9735 bschuss@flourbluffschoools.net	SolkaNavaTorno, LLC 6262 Weber Road Suite 78413 Corpus Christi, Texas 78413	Ray Torno P: 361-854-1471 F: 361-854-1470 rtorno@sntarchitects.com	\$4,629,000.00	Jul-17
Hyatt Place Hotel @ ABIA Austin, TX	Prime	ABIA HP, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Ross Hamilton P: 512-374-2918 F: 512-385-2999 rhamilton@journeymanco.com	LK Architecture 345 Riverview Suite 200 Wichita, KS 67203	Larry Krier P: 316-268-0230 lkrier@law-kingdon.com	\$10,173,605.00	Jul-17
Southpark Crossing Apartments Austin, TX	Prime	Southpark Crossing, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Kurt Goll P: 512-247-7000 F: 512-374-2999 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Brian Rumsey P: 972-398-6644 brumsey@crossarchitects.com	\$22,705,600.00	May, 2017
Hyatt House Downtown Austin, TX	Prime	Neches Hyatt House , LLC Extended Stay 7701 N. Lamar Blvd #100 Austin, TX 78703	Ross Hamilton P: 512-374-2918 F: 512-385-2999 rhamilton@journeymanco.com	LK Architecture 345 Riverview Suite 200 Wichita, KS 67203	Larry Krier P: 316-268-0230 lkrier@law-kingdon.com	\$27,102,365.00	May, 2017
VIA Westside Multimodal Transit Center Phase II San Antonio, TX	Prime	VIA Metropolitan Transit 800 West Myrtle San Antonio, TX 78212	David W. Covell P: 210-362-2406 F: 210-362-2588 david.covell@viainfo.net	EE&K, A Perkins Eastman Company 115 Fifth Avenue New York, NY 10003	P: 361-854-1471 F: 361-854-1470	\$16,990,746.00	January 31, 2017
Tuloso Midway ISD Agricultural Complex Corpus Christi, TX	Prime	Tuloso-Midway ISD 9760 La Branch Corpus Christi, Texas 78410	Rodney Summer P: 361-903-6400 F: 361-241-5836	VLK Architects, Inc. 7915 FM 1960 West Suite 214 Houston, Texas 77070	Angel Rivera P: 281-671-2300 F: 281-671-2313	\$3,530,990.00	June 1, 2016
Elmendorf Lake Park North Package San Antonio, TX	Prime	San Antonio River Authority PO Box 839980 San Antonio, Texas 78212	Jeff C. Tyler P: 210-302-3621 F: 210-302-3689	Terra Design Group 816 Camaron Suite 103 San Antonio, Texas 78212	Walter Heard P: 210-885-7979 F: 210-220-1404	\$6,358,750.00	December 31, 2016
Flour Bluff ISD Athletic Field House Corpus Christi, TX	Prime	Flour Bluff ISD 2505 Waldron Road Corpus Christi, Texas 78418	Brian Schuss P: 361-694-9212 bschuss@flourbluffschoools.net	SolkaNava Torno, LLC 6262 Weber, Suite 310 Corpus Christi, Texas 78413	Ray Torno P: 361-854-1471 F: 361-854-1470 rtorno@sntarchitects.com	\$5,246,000.00	March 1, 2016
Hotel Indigo-Holiday Inn Express & Suites Austin, TX	Prime	9th Red River, LLC 1000 N. Lamar Blvd., Suite 400 Austin, TX 78703	Sam Kumar P: 512-247-7000 F: 512-385-6699 skumar@journeymanco.com	Mitchell Carlson Stone, Inc. 3221 West Alabama Houston, TX 77098	Jonh Stone P: 713-522-1054 F: 713-522-4496	\$34,612,000.00	March 31, 2016
Belterra Springs Apartments Austin, TX	Prime	Belterra Springs, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Kurt Goll P: 512-247-7000 F: 512-374-2999 kgoll@jciresidential.com	Stephen L. Gelé Architect, Inc. 3823A Bee Cave Road Austin, TX 78746	Stephen L. Gelé P: 512.328.5474	\$14,455,699.00	February 10, 2016

Clyde Cosper State Veterans Home Bonham, TX	Prime	Texas General Land Office 1700 Congress Avenue Suite 700 Austin, Texas 78701	Jason Nezamabadi P: 512-463-0946	P1 Architects 3500 Jefferson St. Suite 303 Austin, Texas 78731	Mark Warrick P: 512-231-1910 F: 512-231-1950	\$1,299,446.00	December 20, 2015
Carrington Oaks Apartments Buda, TX	Prime	Carrington Oaks, LLC 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Kurt Goll P: 512-247-7000 F: 512-374-2999 kgoll@jciresidential.com	Cross Architects 1255 West 15th Street Suite 125 Plano, TX 75075	Brian Rumsey P: 972-398-6644	\$21,693,755.00	November 10, 2015
Hampton Inn Huntsville, TX	Prime	Huntsville Hotel Group, L.L.C 7106 Tessa Lakes Court Sugarland, Texas 77479	Amir Zindani, Manager P: 281.734.0717 azindani@xehospitality.com	Mitchell Carlson Stone, Inc. 3221 W. Alabama Houston, Texas 77098	P: 713.522.1054 F: 713.522.4496	\$5,443,494.00	October 19, 2015
Flour Bluff ISD Additions @ JHS & IS Corpus Christi, TX	Prime	Flour Bluff ISD 2505 Waldron Road Corpus Christi, Texas 78418	Brian Schuss P: 361-694-9212 F: 361-694-9735 bschuss@flourbluffschools.net	SolkaNava Torno, LLC 6262 Weber, Suite 310 Corpus Christi, Texas 78413	Ray Torno P: 361-854-1471 F: 361-854-1470 rtorno@sntarchitects.com	\$5,836,836.00	August 1, 2015
Wal-Mart #7099 Morgan City, LA	Prime	Wal-Mart Stores, Inc. 2001 S.E. 10th St. Bentonville, AR 72716	James Johnson P: 479-273-4000 F: 479-273-6503 james.johnson3@wal-mart.com	BRR Architecture, Inc 6700 Antioch Plaza, Suite 300 Merriam, KS 66204	P: 913-262-9095 F: 913-262-9044	\$6,902,145.00	July 24, 2015
Children's Learning Adventure Coppell, TX	Prime	CLA Coppell, LLC 3131 Camelback Rd. Suite 420 Phoenix, AZ 85016	Carl Frontera P: 602-200-9800 F: 602-266-7682	Casco Development 10877 Watson Road St. Louis, MO 63127	John McCutcheon P: 314-821-1100 F: 314-821-4162	\$3,869,880.00	July 24, 2015
Springhill Suites Houston, TX	Prime	New Horizon's Hospitality, Inc. 222 Pennbright Drive Ste. 108 Houston, TX 77090	Aly Valiani P: 281-660-9005 avaliani@nhhospitalty.com	Mitchell Carlson Stone, Inc. 3221 West Alabama Houston, TX 77098	Paul Henry P: 713-522-1054 phenry@mcshouston.com	\$6,363,156.00	July 16, 2015
Wal-Mart #2835 San Antonio, TX	Prime	Wal-Mart Stores, Inc. 2001 S.E. 10th St. Bentonville, AR 72716	Angie Vick P: 770-877-1114 F: 479-273-6503 Angie.Vick@wal-mart.com	Raymond Harris & Associates 211 N Record St, Suite 222 Dallas, TX 75202-6300	Scott Pierce P: 214-749-0626 F: 214-748-0656	\$4,858,278.00	June 30, 2015
Southwest Assisted Living Center Austin, Texas	Prime	Southwest Austin Assisted Living LLC 7701 N Lamar, Suite 400 Austin, TX 78703	David Nelson P: 512-247-7000 F: 512-385-6699	DFD Architects 109 South US 183 Leander, TX 78641	Will Davies P: 512-259-4175	\$8,987,858.00	May 29, 2015
Sleep Inn Odessa, TX	Prime	Gokul Hospitality, Inc 1209 N. IH 35 New Braunfels, TX 78130	Mr. Jayesh Patel P: 432-853-4749	Merriman Pitt Anderson 208 West 4th St, Suite 3A Austin, TX 78701	Brett Pitt P: 512-472-1111 C: 512-586-3563 bpitt@mpaustin.com	\$3,558,925.00	May 15, 2015
Fischer Park - Building Construction New Braunfels, TX	Prime	City of New Braunfels PO Box 311747 424 S. Castell Avenue New Braunfels, TX 78131	Mary Quinones P: 830-221-4389 F: 830-608-2112 mquinones@nbtexas.org	Terra Design Group 816 Camaron, Suite 103 San Antonio, TX 78212	P: 210-220-1400 F: 210-220-1404	\$1,447,902.00	March 26, 2015
Sam's Club #6527 Remodel Baton Rouge, LA	Prime	Wal-Mart Stores, Inc. 2001 S.E. 10th St. Bentonville, AR 72716	Allen Seay P: 479-204-3451 F: 479-273-6503 Allen.Seay@wal-mart.com	PB2 Architecture & Engineering 710 West Roselawn Dr Rogers, AR 72756	P: 479-636-3545 F: 479-636-1209	\$1,744,164.00	February 1, 2015
Wal-Mart #2364 Whitewright, TX	Prime	Wal-Mart Stores, Inc. 2001 S.E. 10th St. Bentonville, AR 72716	Shirley Moll P: 479-277-9504 F: 479-277-2554 smoll@wal-mart.com	Raymond Harris & Associates 211 N. Record St., Suite 222 Dallas, TX 75202	P: 913-236-3300 F: 913-262-9044	\$1,880,281.00	January 19, 2015
Wal-Mart #6588 Slidell, LA	Prime	Wal-Mart Stores, Inc. 2001 S.E. 10th St. Bentonville, AR 72716	Steve Jacquet P: 479-273-4000 F: 479-273-6503 Steven.jacquet@wal-mart.com	BRR Architecture, Inc 6700 Antioch Plaza, Suite 300 Merriam, KS 66204	P: 913-262-9095 F: 913-262-9044	\$5,766,720.00	January 5, 2015
Wal-Mart #6159 Weslaco, TX	Prime	Wal-Mart Stores, Inc. 2001 S.E. 10th St. Bentonville, AR 72716	Jack Magnini P: 479-204-3451 F: 479-273-6503 jack.magnini@walmart.com	Harrison French & Associates 809 S.W. A Street, Ste. 201 Bentonville, AR 72712	P: 479-273-7780 F: 479-273-9436	\$4,754,197.00	December 31, 2014

Sleep Inn Jourdanton, TX	Prime	RREAF Jourdanton, LLC 4245 N. Central Expressway Suite 420 Dallas, TX 75205	Carl J. Schwab P: 512-522-3300 cschwab@rreaf.com	Merriman Pitt Anderson 208 West 4th Street Suite 3A Austin, TX 78701	Wilson Robertson P: 512-472-1111 wrobertson@mpaustin.com	\$3,350,503.00	December 16, 2014
DPS Laredo Crime Lab Laredo, TX	Prime	Texas Facilities Commission 1711 San Jacinto Blvd. Austin, TX 78701	John Goodrich P: 512-463-2743 F: 512-236-6164	WHR Architects 1111 Louisiana 26th Floor Houston, TX 77002	Jane Baughman P: 713-665-5665 F: 713-665-6213	\$5,306,825.00	September 5, 2014
Children's Learning Adventure Plano, TX	Prime	Children's Learning Adventure 3131 Camelback Rd, Ste., 420 Phoenix, AZ 85016	Carl Frontera P: 602-200-9800 F: 602.266.7682	Casco Development 3221 West Alabama Houston, TX 77098	Tom Young P: 602-200-9800 F: 602-266-7682	\$4,331,471.00	August 22, 2014
Whole Foods Kitchen Remodel Austin, TX	Prime	Whole Foods 525 N Lamar Austin, TX 78703	Casey Carson P: 512-632-8935 Casey.Carson@wholefoods.com	By Owner	By Owner	\$327,185.00	August 15, 2014
Lakewood Apartments Pflugerville, TX	Prime	Oaks at Techridge Phase 2 Partners, LP 6405 Mira Mesa Blvd. Suite 400 San Diego, CA 92121	Pat Patterson P: 858-527-6404	Archon Corporation 29290 Carlisle Street Suite 130 Dallas, TX 75204	Rick Kittleson P: 214-526-0731 F: 214-526-5749 rkittleson@archoncorp.com	\$20,355,800.00	July 3, 2014
UT Permian Basin Student Housing Phase VI Odessa, TX	Prime	Board of Regents of The University Of Texas System 702 Colorado St., Suite 4.100 Austin, Texas 78701	David Waylon P: 512-499-4600 F: 512-499-4215	Randall Scott Architects 14755 Preston Rd., Ste 730 Dallas, TX 75254	Ed Bailey P: 972-664-9100 F: 972-664-9122	\$13,738,910.00	July 2, 2014
Seville Apartments Austin, TX	Prime	Journeyman Austin Holdings 1000 N. Lamar Blvd. Suite 400 Austin, TX 78703	Kurt Goll P: 512-247-7000 F: 512-385-6699	Cross Architects, PLLC 1255 W. 15th St., Suite 125 Plano, TX 75075	Wade Roper P: 972-398-6644 F: 972-312-8666 Wroper@crossarchitects.com	\$2,505,213.00	May 1, 2014
Kirby Middle School Judson ISD San Antonio, TX	Prime	Judson ISD 8012 Shin Oak Live Oak, TX 78223	Ruben Moreno P: 210-945-5402 F: 210-945-6900 rmoreno@judsonisd.org	O'Connell Robertson David Watts 4040 Broadway, Ste 200 San Antonio, TX 78209	David Watts P: 210-224-6032 F: 210-224-6453 dwwatts@oconnellrobertson.com	\$4,760,958.00	April 16, 2014
Anne Marie Tennis Center San Antonio, TX 78217	Prime	Northside Independent School District 5900 Evers Rd., Bldg. C San Antonio, TX 78238	Chris Parker P: 210-397-1200 F: 210-257-1244 christopher.parker@nisd.net	Moy Tarin Ramirez Engineers, LLC 12770 Cimarron Path, 100 San Antonio, TX 78249	Moy Tarin Ramirez P: 210-698-5051 F: 210-698-5085	\$3,703,203.00	April 10, 2014
Hilton Garden Inn Convention Center Lawton, OK	Prime	Lawton Lodging, LLC 1000 N. Lamar Blvd., Suite 400 Austin, TX 78703	David Nelson P: 512-247-7000 F: 512-385-6699	David Carter & Associates 8137 Poplarwood Lane Nashville, TN 37221	David Carter P: 615-662-5859 F: 615-662-1353	\$14,152,951.00	March 10, 2014
La Ventana Apartments Abilene, TX	Prime	La Ventana Apartments, LLC 401 Congress Avenue Ste. 1540 Austin, TX 78701	Lisa Stephens P: 386-454-0290	Miller Slayton Architects 2114 N.W. Terrace Suite B-3 Gainesville, Florida 32605	Paul Slayton P: 352-377-0505	\$6,628,933.00	January 28, 2014
Amberwood Place Apartments Longview, TX	Prime	Amberwood Place, LLC 23327 NW CR 236 High Springs, FL 32643	Lisa Stephens P: 386-454-0290	Miller Slayton Architects 2114 N.W. Terrace Suite B-3 Gainesville, Florida 32605	Paul Slayton P: 352-377-0505	\$6,741,690.00	January 28, 2014
Wal-Mart #5290 San Antonio, TX	Prime	Wal-Mart Stores, Inc. 2001 S.E. 10th St. Bentonville, AR 72716	Angie Vick P: 770-877-1114 F: 479-277-2554 Angie.Vick@wal-mart.com	Raymond Harris & Associates 211 N. Record St. Suite 222 Dallas, TX 75202	Scott Pierce P: 214-749-0626 F: 214-748-0656	\$4,554,497.00	January 27, 2014
UTSA John Peace Library Rehab San Antonio, TX	Prime	The University of Texas at San Antonio One UTSA Circle San Antonio TX, 78249	Mark Parnin P: 210-458-4978 F: 210-458-4655	The Bommarito Group 1512 West 35th St. Cutoff Suite 300 Austin, TX 78731	James Hadden P: 512-480-8898 F: 512-480-9451 james@bommaritogroup.com	\$2,718,039.00	January 3, 2014
Land Rover/Jaguar Dealership San Juan, TX	Prime	DJP III, LLC 519 Bentley Manor San Antonio TX, 78249	Ron Heller P: 512-454-3473 F: 512-453-1876	McIntosh Architecture, Inc. 7616 LBJ Freeway, Suite 660 Dallas, TX 75251	Michael McIntosh P: 214-954-9546	\$3,366,815.00	November 19, 2013

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

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

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

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

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

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

Old Settler's Palm Valley Sports Complex Round Rock, TX	Prime	City of Round Rock 221 East Main Street Round Rock, TX	Rick Atkins P: 512-218-5540 F: 512-218-7097	Schricket Rollins & Assoc. 1161 Corporate Dr. West Suite 200 Arlington, TX 76006	Harry Parker P: 817-649-3216 F: 817-640-8212	\$12,555,403.00	February, 2009
McCulloch County Courthouse Historical Renovation Brady, TX	Prime	McCulloch County 100 Courthouse Square Brady, TX 76825	Judge Danny Neal P: 512-463-6095 F: 512-463-6095	The Williams Company Architects 450 E. Gunderson Drive Carol Steam, IL 60188	Kim Williams P: 512-346-8546 F: 512-346-8565	\$5,761,166.00	July , 2009
South Central Transit Center Austin, TX	Prime	Capital Metropolitan Transportation Authority 2910 E. 5th Street Austin, TX 78702	Dale Norton P: 512-389-7460 F: 512-389-7594	Aguirre Corporation 700 Lavaca, Suite 600 Austin, TX 78701	Scott Grubb P: 512-478-3020 F: 512-478-4457	\$3,949,614.00	February, 2009
Capital Metro 4th Street Light Rail Station & Track Rehabilitation Austin, TX	Prime	Capital Metropolitan Transportation Authority 2910 E. 5th Street Austin, TX 78702	King Kaul P: 512-773-1326 kjkaul@yahoo.com	Associated Consulting Engineers 901 S. Mopac Bldg. 2 Austin, TX 78746	Adam Mehevc P: 512-329-0006 F: 512-329-0096	\$3,104,847.00	February, 2009
ML King Jr. Light Rail Station Austin, TX	Prime	Capital Metropolitan Transportation Authority 2910 E. 5th Street Austin, TX 78702	King Kaul P: 512-773-1326 kjkaul@yahoo.com	Jacobs Carter & Burgess 1111 South Arroyo Pkwy Pasadena, CA 91109	Billy Jones P: 512-314-3100 F: 512-314-3135	\$3,357,067.00	February, 2009
						\$1,428,010,514.00	



CREDIT INFORMATION:

Federal ID #: 74-2795868

Dun & Bradstreet #: 117775606

Bank:

Wells Fargo Bank
111 Congress 11th Floor
Austin, TX 78701
Contact: Sue Coulter
Phone: 512-344-7012
Fax: 866-935-0576

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,

A handwritten signature in blue ink that reads 'Betty Reeh'.

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.







LOCATION

Austin, Texas

OWNER

Estancia Villas, LLC
7701 N. Lamar Blvd., Suite 100
Austin, Texas 78752
Phone: 512.247.7000

ARCHITECT

Bury
211 West Sixth Street
Suite 600
Austin, Texas 78701

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.





LOCATION

Pflugerville, Texas

OWNER

The Highlands at Wells Branch, LLC
7701 N. Lamar Blvd., Suite 100
Austin, Texas 78752
Phone: 512.247.7000

ARCHITECT

Cross Architects
Brian Rumsey
1255 West 15th Street
Plano, Texas 78075
Phone: 972.389.6644

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 DRIPPING 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, two-story 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.



LOCATION

Austin, Texas

OWNER

Techridge Oaks LLC
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

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.

Techridge 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 MULTIFAMILY DEVELOPMENT FIRMS

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



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
1	Alliance Residential Co. [Ⓢ] allresco.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 multifamily (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 McElwath, Principals
10	Lincoln Ventures ^⑥ 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
11	The Geysert Group [Ⓢ] thegeysertgroup.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	399	182,882	n/a		408	3Waller (259 units, CBD); The Shoal (140 units, CBD)	Ty Puckett, Regional Partner
14	Kairoi Residential ^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 ^⑩ ahpliving.com	323		698		186	Lakewood (351 units); Tempe, AZ (279 units); and Las Vegas (290 units)	Greg Henry, CEO
18	Presidium ^⑪ presidiumre.com	283	281,533	n/a		1,466	Presidium Pecan District (272 units, North)	Cross Mocerri, John Griggs, Co-CEOs
19	HPI Real Estate Services & Investments ^⑫ hpitx.com	262	217,797	0	0	0	Rhythm Apartments (262 units, NW)	Richard "Dick" Anderson, Partner
20	American Campus Communities Inc. ^⑬ 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.); North District (416 units, Univ. of California Riverside)	Jake Newman, SVP, development
21	Chameleon Companies [Ⓢ] 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, 1Q'22); Bishop Momo (274 units, St. Elmo, 1Q'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 [Ⓢ] gcpire.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 Kairoi 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. Kairoi 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

T H E L I S T

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
1 Journeyman Group ② <i>journeymangroup.com</i>	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 <i>odenhughesllc.com</i>	1,730	1.37 million	3,140	330	Lenox 7th (279 units); 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 <i>trammellcrow.com/austin</i>	1,054	984,434	N/A	577	The Grove Block 4 (376 units); Crestview Station (353 units); The Magnolia (226 units)	Adam Nims, Managing director
4 Kairoi Residential ⑧ <i>kairoiresidential.com</i>	661	708,779	N/A	0	6 x Guadalupe 66-story mixed-use tower (349 units)	Tony Corp, SVP Development
5 Presidium ⑦ <i>presidiumre.com</i>	626	677,719	1,316	593	Edison (354 units, ERC); Presidium at the Pecan District (272 units, Pflugerville)	Cross Mocerri, Co-CEO
6 Lonestar Development Partners ⑤ <i>ldpre.com</i>	511	448,405	N/A	336	The Rail at MLK; Bee Caves Vistas; Walden Square; Trailside Oaks	Ryan Larson, Principal
7 Catellus Development Corp. ⑥ <i>catellus.com</i>	406	N/A	318	406	AML1 at Mueller; permitted (406 units); Aspen Heights in Tempe, Ariz. (318 units)	Greg Weaver, EVP
8 Transwestern Development Co. ⑩ <i>transwestern.com/development</i>	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 ③ <i>cielopropertygroup.com</i>	350	166,400	0	350	Block 87, permitted (350 units, delivery 1Q 2024)	Tyler Buckler, Director of development
10 Lincoln Property Company Austin ④ <i>lpcaustin.com</i>	349	385,000	N/A	0	6 x Guadalupe (349 units, CBD)	Seth Johnston, EVP
11 Endeavor Real Estate Group LLC ⑤ <i>endeavor-re.com</i>	328	276,000	1,247	324	The Quincy (328 units, CBD)	David Roberts, CFO
12 Southwest Strategies Group Inc. ⑪ <i>swsg.com</i>	278	170,000	0	0 ¹	Hatchery Phase 1 (248 units); Hatchery Phase 2 (30 units)	Marcel Garza, Development team
13 HPI Real Estate Services & Investments ⑨ <i>hpitx.com</i>	262	N/A	0	0 ²	Rhythm (262 units)	Richard "Dick" Anderson, Partner
14 Chameleon Companies ⑫ <i>chameleongp.com</i>	4	1,200	N/A	48	S. First St., 2020	Stuart Thomajan, CEO/Founder
15 American Campus Communities ⑧ <i>americancampus.com</i>	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 ⑬ <i>brandywinerealty.com</i>	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 ⑭ <i>W2REP.com</i>	0	0	0	582	Pending: apartment units in Manor and San Marcos (582 units, break ground Q3 2020)	Steve Freche, Managing partner

¹ 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



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
1 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. ⑦ 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	Saltito (800 units, including 100 affordable); The Lyndon in San Marcos (233 units, 515 beds)	David Roberts, CFO
6 St. Croix Capital Advisors LLC ④ 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 ⑧ presidiumre.com	626	677,719	538	0	Edison (354 units); The Elliott in Pflugerville (272 units)	Cross Mocerì, Co-CEO
8 Kairoi Residential 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 ⑩ hpiix.com	265	318,000	n/a	300	Rythum; Azure (San Antonio)	Richard "Dick" Anderson, Partner
10 Transwestern Development Co. ⑥ transwestern.com/development	254	157,959	n/a	1	Indie (139 units); Candela (115 units)	Ty Puckett, EVP development
11 Southwest Strategies Group Inc. ⑪ swsg.com	244	240,000	n/a	244	The Hatchery Phase I (244 units)	John Rosato, Partner
12 W2 Real Estate Partners ⑫ W2REP.com	206	232,000	0	590	The Village at TheTriangle (senior living, 206 units)	Steve Freche, Managing partner
13 Mathias Partners ⑬ mathiaspartners.com	182	172,538	0	0	Tyndall at Robertson Hill (182 units, central/east)	Michael Levy, Matt Mathias, Principals
14 Trepex Construction ⑭ 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



ARRIVE 
ARCHITECTURE GROUP



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, financiers 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 multi-family residences, designing more than sixty communities across the United States. From urban 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

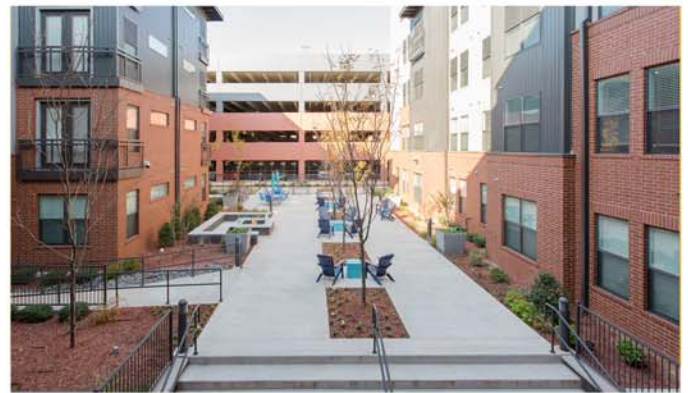
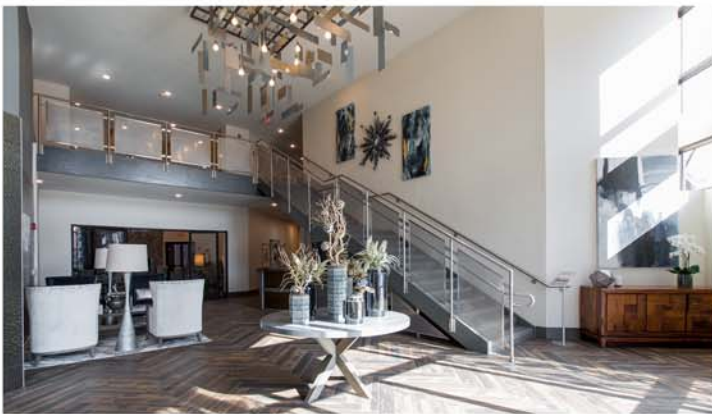


The Residences West Village

913 W Main Street
Oklahoma City, Oklahoma 73106

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

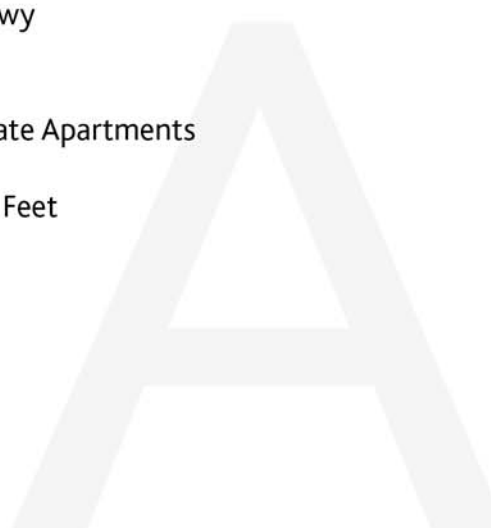


The Legend Apartments

2400 Corporation Pkwy
Waco, Texas 76712

180 Units - Market Rate Apartments

128,386 Total 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



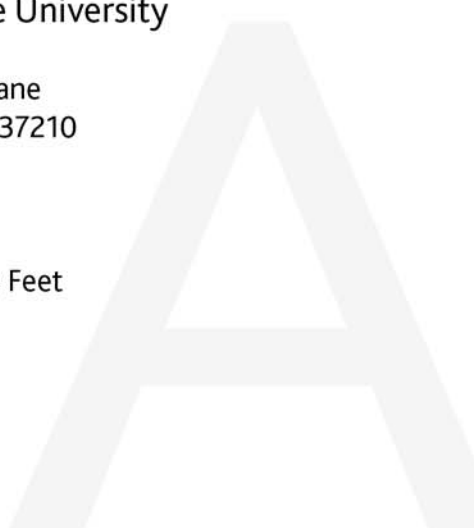
The Flats at Walden Grove

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

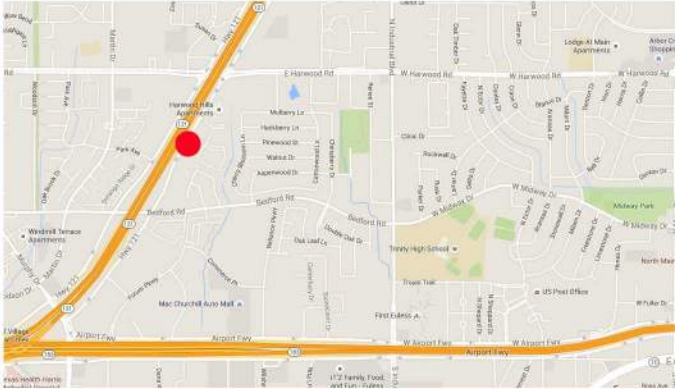
309,693 Total Square Feet



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.



Bryan 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.



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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.



J. MARC TOLSON, AIA
OWNER/MANAGING PRINCIPAL

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

O'Brien 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

WILLIAM C. FRENCH, AIA, LEED Green Associate

OWNER/SENIOR PROJECT MANAGER

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



R. BRYAN McMURTRE, AIA
PARTNER / SENIOR PROJECT MANAGER

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

JOSH SPOERL

PRINCIPAL | SENIOR PROJECT MANAGER



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

EXPERIENCE



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

EXPERIENCE



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 Common 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
The Blake at Pensacola	Pensacola, FL
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 *Watermere 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



REFERENCES

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
Gulf Shores, Alabama
Gainesville, Virginia
Daphne, Alabama

CLIENT: Mark Beffort / Kristen Burroghs
Newmark Grubb Strange Levy Beffort
204 N. Robinson, Suite 700
Oklahoma City, OK, 73102
(405) 772-7438

RECENT PROJECTS: West Villages
Oklahoma City, Oklahoma

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

RECENT PROJECTS: Watercrest at Shadow Creek Ranch
Two99 Monroe (Enclave at Roanoke)
Watermere at The Preserve
Pearland, Texas
Roanoke, Texas
N. Richland Hills, Texas

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
Dallas, Texas
Carrollton, Texas
Rowlett, Texas
Fort Worth, Texas

CLIENT: Adam Mitchell
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
Waco, Texas

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

Attachment 2c

“Resumes of Property Management Team”



ALPHA BARNES
REAL ESTATE SERVICES



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.

#5

Our ranking among Housing
Credit (LIHTC) Property
Management Companies

#3

Our ranking among
managers of Affordable
housing across the U.S.

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



Hugh A. Cobb CPM, Principal



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
August 4th, 2023*



Attachment 3a

“Federal IRS Certification”

***Not applicable; Applicant is a
For-Profit Entity.***



Attachment 3b

“Certified Financial Audit”

Not applicable; Applicant is a For-Profit Entity.

Financials referenced in Attachment 3d to be provided under a separate/confidential cover.

Attachment 3c

“Board Resolution”

Not applicable; Applicant is a For-Profit Entity without board members.

Attachment 3d

“Financial Statements”

***Financials to be provided under
a separate/confidential cover.***

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



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

Sincerely,

BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC



Jon Killough
Executive Vice President

ACKNOWLEDGED AND ACCEPTED:

Generation Housing Partners, LLC

By: _____

Date: _____

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. Capital Contribution. The Investment Partnership would contribute to the capital of the Partnership the sum of \$28,029,896 (the "Capital Contribution") 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. Additional Terms. 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 Transaction Expenses. 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 Credit Allocation. 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 Opinion of Counsel. The General Partner shall deliver at the Closing an opinion of counsel concerning customary tax, partnership, real property and compliance matters in the

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

3.5 Management. 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 Title Insurance. 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. Certain Obligations of the General Partner. The General Partner and its principals will provide the Investment Partner customary guarantees set forth in AHP's standard form partnership agreement.

5. Asset Management Fee. 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. Insurance. 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. Investment Partners Due Diligence and Legal Fees. 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.

10. Developer Fee Funding Schedule. 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. Conditions to Execution of Amended Partnership Agreement. 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

By: _____

Its:

Attachment 4a

“Market Study”

A Market Study has been engaged and will be sent to AHFC upon completion.

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

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.

A 7/15/23

Signed

Adrian Iglesias

printed name

August 4th, 2023

date

Good Neighbor Policy

for

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@ghdevelopment.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:

- 1) *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,



A. Iglesias

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



Attachment 4c

“SMART Housing Letter”

***The Applicant has applied for SMART Housing
and will provide the letter upon completion.***

Attachment 4d

“MOU with ECHO”

Not Applicable

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

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 to AHFC once a non-profit tenant is selected.

Attachment 5a

“Appraisal”

The applicant will engage an appraisal as part of the TDHCA application and will forward to AHFC upon completion.

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

Attachment 5b

“Property Maps”

RHDA/OHDA Application Map Series

1 Instructions

2 Council Districts and Census Tracts

This map allows you to determine your project's City Council District and Census Tract.

3 Opportunity Values

4 Gentrification Values

5 Imagine Austin Centers, Corridors & Mobility Bond Corridors

6 Transit

7 Healthy Food

8 Elementary Schools

9 Floodplains

Census Tracts & Council Districts

1124 clayton ln

Show search results for 112...

Layer List

Layers

- Census Tracts 2020
- Feb 2019 Housing Development Assistance Applications
- City Council Districts

1

2

3

4

5

6

7

8

9

10

Council District #4

(1 of 2)

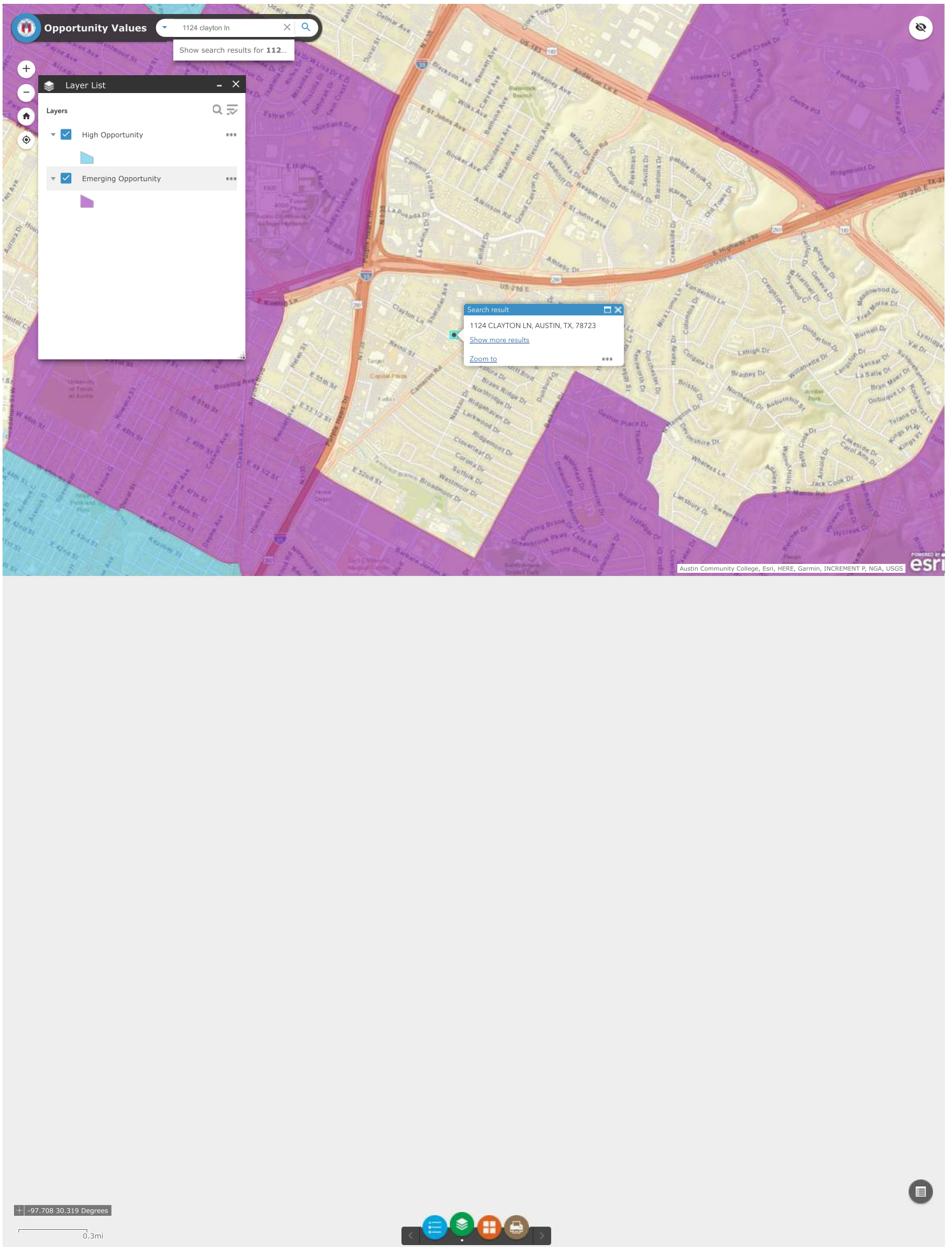
Census Tract 21.05

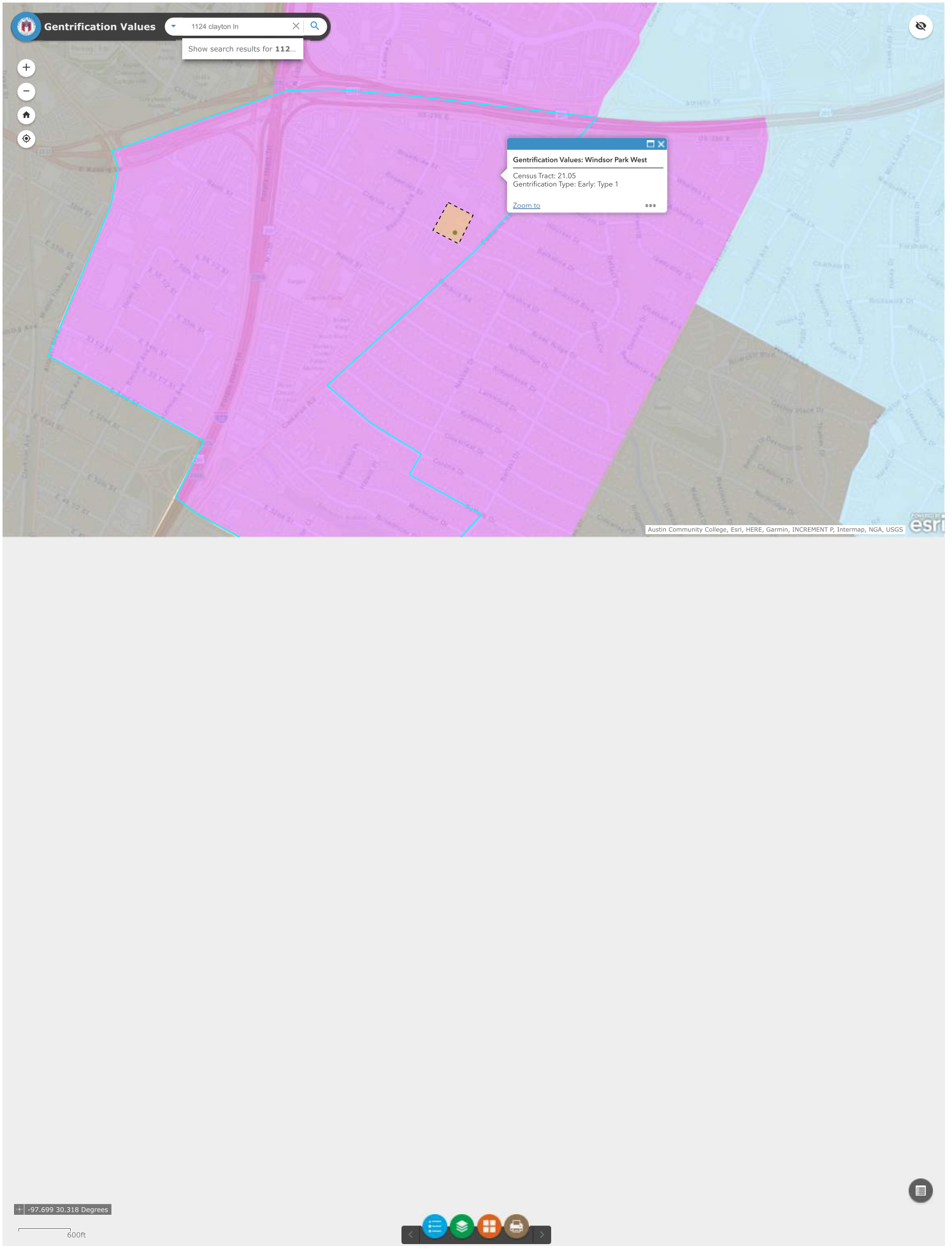
21.05

Zoom to

-97.699 30.318 Degrees

Austin Community College, Esri, HERE, Garmin, INCRE





RHDA/OHDA Application Map Series



- ▶ 1 Instructions
- ▶ 2 Council Districts and Census Tracts
- ▶ 3 Opportunity Values
- ▶ 4 Gentrification Values
- ▶ 5 **Imagine Austin Centers, Corridors & Mobility Bond Corridors**
Use this map to determine if your project lies within a half-mile of an Imagine Austin Activity Center or Corridor, or within a half-mile of a Mobility Bond Corridor marked for transportation investments through the City's 2016 Mobility Bond.
- ▶ 6 Transit
- ▶ 7 Healthy Food
- ▶ 8 Elementary Schools

Imagine Austin & Mobility Corridors

1124 clayton ln

Show search results for 112...

Legend

2016 Mobility Bond Corridor Projects

- Construction Eligible Corridor
- - Preliminary Engineering and Design

Mobility Bond Corridor: 1/2-Mile Buffer

Imagine Austin Center: 1/2-Mile Buffer

Imagine Austin Corridor: 1/2-Mile Buffer

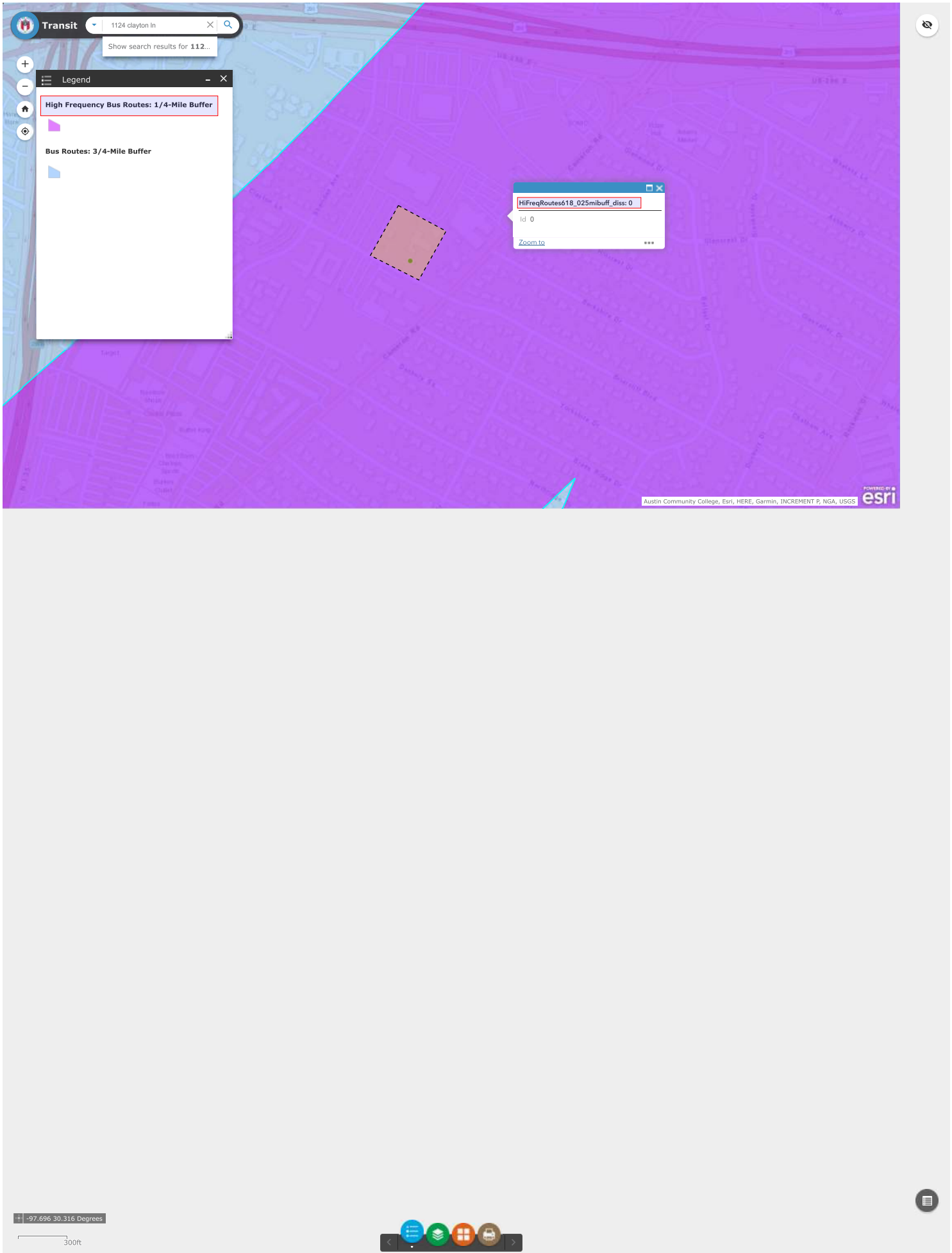
(1 of 2) Activity Centers - 1/2-Mile
Highland Mall Station
Zoom to

(2 of 2) Activity Corridor 1/2-Mile
Cameron Road/Dessau
Zoom to

+ -97.699 30.318 Degrees

300ft

College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



RHDA/OHDA Application Map Series

1 Instructions

2 Council Districts and Census Tracts

3 Opportunity Values

4 Gentrification Values

5 Imagine Austin Centers, Corridors & Mobility Bond Corridors

6 Transit

7 Healthy Food

Use this map to determine if your project is located with a mile of a healthy food retailer (data from the City of Austin's Office of Sustainability [Food Environment Analysis](#)). If your property is located within the blue buffer shown on the map, it is considered to have healthy food access.

Healthy Food

1124 clayton

Show search results for 112...

Legend

Healthy Food

Healthy Food Retail Locations

-97.699 30.314 Degrees

600ft

Austin Community Coll

RHDA/OHDA Application Map Series

- 2 Council Districts and Census Tracts
- 3 Opportunity Values
- 4 Gentrification Values
- 5 Imagine Austin Centers, Corridors & Mobility Bond Corridors
- 6 Transit
- 7 Healthy Food
- 8 Elementary Schools
- 9 Floodplains

This map shows attendance zones for elementary schools in Austin, by independent school district (ISD).

Elementary School Attendance Zones 1124 clayton ln

Show search results for 112...

Legend

Austin Elementary School Attendance Areas

- Austin ISD
- Pflugerville ISD
- Manor ISD
- Del Valle ISD
- Round Rock ISD
- Lake Travis ISD
- Lago Vista ISD

Austin Elementary School Attendance Areas

Independent School District: Austin
Independent School District:
Elementary School Name: Harris Elementary

[Zoom to](#)

-97.700 30.318 Degrees

300ft

Austin Comm



Property Profile

A DEVELOPMENT SERVICES TOOL



Getting Around Search & Identify Data Drawing & Measurement Printing & Reporting Help

Tool Labels ✕

Address Search Parcel Search Find Review Case Permits By Address Find ROW Permits Change visible map layers Find Layers Point Query Filter Identify & Find Data

Layers ✕ < + -

All Available Layers

fema ✕ Filter

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



Attachment 5c

“Zoning Verification Letter”

A Zoning Verification Letter and SMART Housing Letter has been applied for and will be provided to AHFC upon completion.

*Cameron HiLine
RHDA Proposal
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

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

Seller: Journeyman Old Homestead, LP

Address: 1000 North Lamar Suite 400, Austin, TX 78703

Phone: (512)247-7000

E-mail: skumar@journeymanco.com

Mobile:

Fax or Other: rhamilton@journeymanco.com

Buyer: Generation Housing Partners, LLC

Address: 17440 North Dallas Parkway, Suite 120

Phone: 214-613-6569

E-mail: chris.applequist@ghdevelopment.com

Mobile:

Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Travis County, Texas at 1124 Clayton Lane, Austin, Texas

(address) and that is legally described on the attached Exhibit or as follows:

That certain parcel of land known as Travis Central Appraisal District (TCAD) Parcel Identification Number 225510 locally known as 1124 Clayton Lane and legally described as LOT B OLD HOMESTEAD THE Subdivision in Austin, Travis County, Texas. A complete legal description to be attached.

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

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

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

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

3. SALES PRICE:

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

(1) Cash portion payable by Buyer at closing \$ 7,250,000.00

(2) Sum of all financing described in Paragraph 4 \$

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 7,250,000.00

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

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

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

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

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

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

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

A. Third Party Financing: One or more third party loans in the total amount of \$ _____ This contract:

- (1) is not contingent upon Buyer obtaining third party financing.
- (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

B. Assumption: 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. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:** C.A. 7/12/2023 *WV*

A. Not later than ~~3~~⁷ 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) _____

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.

- 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.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 21 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, 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) Within 21 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. PROPERTY CONDITION:

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

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

(1) Independent Consideration. (Check only one box and insert amounts.) C.A. 7/12/2023

(a) If Buyer terminates under this Paragraph 7B, the earnest money, ^{as may be extended under Paragraph 12,} will be refunded to Buyer less \$ 2,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(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) Feasibility Period Extension: Prior 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.

(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

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 or consent from Buyer:
- (i) The additional independent consideration.
 - (ii) *(Check no boxes or only one box.)*
 all or \$ _____ 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 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) Delivery of Property Information: Within 21 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.)*
 - (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;
 - (d) copies property tax statements for the Property for the previous 2 calendar years;
 - (e) plats of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
 - (g) All of the above will be provided subject to Seller having such information in-hand and available to provide to Buyer.

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

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (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.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than N/A by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version 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 additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Brent Williamson Texas Real
Estate Broker TREC License #213609
Agent: Ross Irvin Hamilton TREC #592313
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

Cooperating Broker: _____
Agent: _____
Address: _____
Phone & Fax: _____
E-mail: _____
License No.: _____

Principal Broker: (Check only one box)
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

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

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

Principal Broker a total cash fee of:
 _____ % of the sales price.
 Flat Fee \$5,000

Cooperating Broker a total cash fee of:
 _____ % of the sales price.

The cash fees will be paid in Travis County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

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

10. CLOSING:

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

(1) 60 days after the expiration of the feasibility period.
 _____ (specific date).

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

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

- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply 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

13. SALES EXPENSES:

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

14. PRORATIONS:

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

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)

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

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

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

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

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

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

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

- (1) Seller and the sales price will be reduced by the same amount; or
- (2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

B. Except as otherwise provided in this contract, Seller is not aware of:

- (1) any subsurface: structures, pits, waste, springs, or improvements;
- (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
- (3) any environmental hazards or conditions that materially affect the Property;
- (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
- (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
- (6) any wetlands, as defined by federal or state law or regulation, on the Property;
- (7) any threatened or endangered species or their habitat on the Property;
- (8) any present or past infestation of wood-destroying insects in the Property's improvements;
- (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
- (10) any condition on the Property that violates any law or ordinance.

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

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

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

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

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

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

contract shall not be affected thereby. 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.

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**

C.A. 7/12/2023

9/11

(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 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

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.

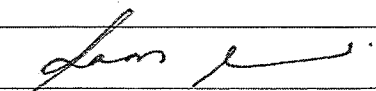
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) 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.

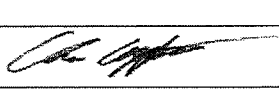
26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on July 14, 2023, the offer will lapse and become null and void.

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

Seller: Journeyman Old Homestead, LP

Buyer: Generation Housing Partners, LLC

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

By: 
By (signature): _____
Printed Name: Chris Applequist
Title: Authorized Member

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

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

AGREEMENT BETWEEN BROKERS

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

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

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

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

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

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.

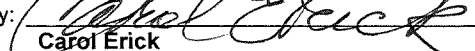
ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day July 14th, 2023 (effective date);
- B. earnest money in the amount of \$ 50,000.00 in the form of Wire Transfer on July 20th, 2023.

Title company: Stewart Title Company

Address: 15950 Dallas Parkway, Suite 100
Dallas, Texas 75248

By: 
Carol Erick

Phone & Fax: 214-473-5414

Carol.Erick@stewart.com

Assigned file number (GF#): TX6010-2081873-CE

E-mail: Jordan.Gronholz@stewart.com

ADDENDUM

PROPERTY: 1124 Clayton Lane, Austin Texas ,

1) Special Provisions

Price. Buyer and Seller further agree to allow the Buyer to extend the 60 day Closing Date by paying for up to TWO Closing Date Period Extensions. Buyer shall deposit \$40,000 per each 60 day Closing Period extensions which shall be deemed NON-REFUNDABLE but APPLICABLE to the Purchase Price. Paragraph 6. (A)Title Policy and Survey is hereby changed to require Buyer to pay all cost of Title Insurance for Buyer and Seller.

Lined area for additional text or signatures.

Date: 07.14.23

[Signature]
Signature

Date: 7/14/2023

[Signature]
Signature

Date: _____

Signature

Date: _____

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 behalf 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:
 - 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	brentwilliamson@gmail.com	(512)844-3203
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
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 Initials

Date

Regulated by the Texas Real Estate Commission
TXR-2501

Information available at www.trec.texas.gov

Brent Williamson Real Estate, 1000 North Lamar Suite 400 Austin TX 78703
Brent Williamson

Phone: 512.261.0261

Fax: .

Clayton Lane

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

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

THIS ADDENDUM A 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 GENERATION HOUSING PARTNERS, LLC, a TEXAS LIMITED LIABILITY COMPANY (together with its successors and/or assigns, "**Purchaser**"); and JOURNEYMAN OLD HOMESTEAD, LP (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 Addendum A conflict with the terms of the Contract, the terms of this Addendum A shall control. All references to the term "contract" in the Contract shall mean the Contract as amended by this Addendum A.

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

1. **Plans and Approvals.** 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. **Tax Credit Provisions.**
 - 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

Initialed for Identification by Seller



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
August 4th, 2023*



GENERATION
HOUSING
PARTNERS

Attachment 5e

“Phase 1 ESA”

Attachment 5f

“SHPO”

Not Applicable