

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing
Q4 2024 Submitted 5/3/2024

T H E S A S H A

The Sasha
1401 Grove Boulevard
Austin, TX 78741

Submitted by:
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Austin TX 78746
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RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA) Application for Rental Development Financing

Attachment A1

Introduction

The Sasha is a 60-unit, low-income, supportive housing community on the SAFE Alliance Campus at 1401 Grove Boulevard, to be developed by a partnership between DMA Development Company, LLC (DMA) and The SAFE Alliance (SAFE) Affordable Housing Corporation. The Sasha will provide Supportive Housing to The SAFE Alliance (SAFE) Campus in Southeast Austin. Housing will support the non-profit's mission, providing youth, women, and families who are fleeing or homeless as a result of domestic violence, sexual assault, or exploitation, or individuals who are aging out of the foster care system with transitional and permanent supportive housing.

DMA is an experienced Austin-based real estate development company with more than a quarter of a century of experience in affordable housing and widely recognized in Texas as the “go to” firm for creative, affordable living communities. DMA has developed 32 properties in two states (Texas and Georgia) and in the District of Columbia, and currently has a portfolio of nearly 2,700 units which it self-manages. In recent years, DMA has developed a singular reputation for the quality of its product and a track record of successfully developing mixed-income developments, both for working families and for seniors. Of particular note is our recently completed and newly opened 174-unit senior community in south Austin, The Nightingale at Goodnight Ranch, and our award-winning 201-unit senior community in the Mueller redevelopment, Wildflower Terrace, opened in December 2011.

SAFE has over 48 years of experience managing a variety of housing types, including emergency shelters, supportive housing, rapid rehousing, and permanent affordable housing. SAFE works with local developers to increase affordable housing for the most vulnerable populations.

PROJECT PROPOSAL

THE SASHA– AUSTIN, TX

The Sasha is the new construction of 60 units of Supportive Housing that will provide high-quality housing paired with voluntary, wrap-around services for Austin's most housing-fragile. The Sasha will be built on the track record of The SAFE Alliance and its supporting organization –The SAFE Alliance Affordable Housing Corporation – who together own and operate 127 shelter beds, 147 short-term housing assistance units, 71 units of transitional housing, 60 units of rapid re-housing, and a 184-unit Low Income Housing Tax Credit (LIHTC) property.

The mission of The SAFE Alliance (SAFE) is its name: to stop abuse for everyone. SAFE achieves its mission by acknowledging and responding to the intersection of different types of abuse. Its vision is “a just and safe community.” SAFE serves locally and influences globally. For 48 years, SAFE has worked to address and end multigenerational cycles of violence and abuse, including sexual assault, sexual harassment, sexual exploitation/trafficking, and family violence (including child abuse and neglect, and domestic/dating violence).

About the Community:

The Sasha will be a five-story, wood-frame, elevator-served building that will be designed with comfort and safety in mind for those who have experienced long-term trauma, violence, and homelessness. The building will feature secured and separated entries. The design is trauma-informed and guided by SAFE's extensive experience with the individuals and families they serve. Durability and long-term ownership will be key goals in mind with the selection of finishes and surfaces.

Features of The Sasha include:

- 60 units comprised of 1-, 2-, and 3-bedroom units (30 units of permanent supportive housing and 30 units of transitional supportive housing).
- Community spaces including an indoor resident lounge, meeting rooms, support services staff offices, laundry, business center, and secure/controlled-access reception area.
- Trauma informed design appropriate for the target population.
- Supportive services by SAFE – including counseling, advocacy, case management, peer support, life skills, parenting support, education enhancement and disability services.

Target Population:

The Sasha will target individuals and small families in need of specialized and specific non-medical services in order to maintain housing. The property will serve persons transitioning out of homelessness, persons at-risk of homelessness, persons with physical, intellectual, and/or developmental disabilities, youth aging out of foster care, persons unable to secure permanent housing elsewhere due to various barriers, and persons with special housing needs including Violence Against Women Act Protections (domestic violence, dating violence, sexual assault, and stalking).

Location:

The Sasha is a key opportunity site to expand supportive housing on the SAFE Alliance Campus at Grove Boulevard. This site is in an area with good access to general services, including transit and contiguous

sidewalk access. As the maps indicate, high-frequency transit provides access to a nearby grocery, pharmacy, health services, everyday retail, schools, and major job centers, including Downtown Austin.

Service Provider Track Record and Supportive Services:

SAFE will be the supportive service provider for The Sasha. SAFE and its predecessor agencies, the Austin Rape Crisis Center, Austin Center for Battered Women, SafePlace and Austin Children's Shelter began work in Travis County in 1974. SAFE is recognized in the community for its inclusive, survivor-centered, trauma-informed and holistic response to violence and abuse. SAFE provides many direct services, and comprehensive violence prevention programs and resources. The organization advocates within the housing, child welfare, education, healthcare, criminal justice and other systems, to be more responsive to youth, adults and families affected by violence, and to achieve social change. In 2020, SAFE provided direct services to 6,373 women, children, and men. In 2021, SAFE responded to over 21,000 SAFEline calls, chats, and texts and served 5,874 individuals.

Services are voluntary but will be available to all residents for as long as requested. SAFE will incorporate a progressive engagement approach, meaning that, based on the resident's circumstances, supportive services will increase or decrease over time.

Residents of The Sasha will be assisted to gather information to complete SSI/SSDI applications. SOAR services also include outreach; writing SOAR medical summary reports for individual applications; accompanying individuals to Social Security appointments; and coordinating visits to see medical doctors, psychiatrists, and other specialists to obtain evidence for qualification.

Peer Support:

Peer support is designed to invite residents to better connect with themselves, others, and reclaim their personal power. Residents on staff are individuals who have experienced violence and are reclaiming their own personal power. The Peer Support philosophy is based on mutual connection and equity. SAFE's Peer Support program is survivor led, trauma-informed, and survivor-centered to support abuse survivors navigating complex criminal justice and social service programs. Peer Support Services nurture hope, reduce isolation, and promote increased self-confidence, safety planning strategies, and empowerment. Activities include weekly individual and peer support groups, volunteer training and supervision, and technical support service coordination.

Case Management:

Case Managers serve as a resource person/caseworker to tenants requesting case management services from SAFE to help with their immediate and concrete needs through information, referral, and advocacy. Case Managers: provide short- and long-term case management including safety planning and housing permanency; screen and determine tenant eligibility for services and when appropriate, matches tenants with various financial assistance programs; meet individually with tenants to help with immediate problem solving to assess concrete needs; assist tenants in acquiring skills necessary to maintain independent housing, including budgeting, identifying and seeking needed resources, accessing training, life skills, etc.; maintain current information about local social service agencies, medical, legal, housing, transportation, financial support/funding options, crisis services, educational, employment, mental health, childcare, and others; and regularly coordinate tenant services with other direct services staff.

Fundraising:

SAFE has a powerful fundraising track record to cover the supportive services through a combination of private and public grants and donations from private foundations, corporations, and individuals. These funds will be sufficient to maintain the service operations at the project for the duration of the affordability period. In 2022-2023, SAFE had a \$32M organizational operating budget which was comprised of over \$10.5M in philanthropic dollars from grants, events, and individual donations, as well as over \$17.4M in governmental grants/procurements supporting service and housing programs. Further providing strength to SAFE's powerful fundraising track record, are SAFE's deep relationship with community donors, a strong Board Governance and oversight structure, and a healthy portfolio that perform by both numbers and mission. SAFE has over \$44M in total assets with strong balances in both cash and investments.

Although not anticipated, in the event of operating deficits at The Sasha, the Board of The SAFE Affordable Housing Corporation GP, Inc. and supported by SAFE, has made an irrevocable commitment to fund any operating deficits throughout the term of the affordability period. As a tax credit project, a guaranty agreement will be executed with the investor limited partner that will meet the requirements of the 2023 Qualified Allocation Plan.


Organizational Structure:

The SAFE Alliance Affordable Housing Corporation is a 501(c)(3) nonprofit organization that will serve as the sole member of the General Partner of the Applicant and Development Owner – Grove Supportive Housing Partnership, LP. The SAFE Alliance Affordable Housing Corporation is a supporting organization to The SAFE Alliance. The SAFE Alliance appoints the board of The SAFE Alliance Affordable Housing Corporation.

About the Development Team:

The SAFE Alliance has partnered with DMA Development Company, LLC, a local Austin developer of affordable and mixed-income housing.

This project aims to leverage 9% tax credits and RHDA funding to ensure The Sasha can be completed successfully.

APPLICATION CHECKLIST/ INFORMATION FORM				
DEVELOPER NAME: DMA Development Company, LLC		BORROWER ENTITY NAME : The Sasha, LP		
DEVELOPMENT NAME : The Sasha		FUNDING CYCLE DEADLINE : Q4 FY 23-24: 5/3/24		
FEDERAL TAX ID NO: 93-3888187		DUNS NO: NR4MPVLJEDM5		
PROJECT ADDRESS: 1401 Grove Blvd.		PROGRAM : RHDA		
CONTACT NAME : Janine Sisak		AMOUNT REQUESTED: \$2,000,000		
CONTACT ADDRESS AND PHONE : 4101 Parkstone Heights Dr., Austin, TX 78746 (512) 674-0772				
APPLICATION TABS				INITIALS
A 1	EXECUTIVE SUMMARY/PROJECT PROPOSAL			JS
A 2	PROJECT SUMMARY FORM			JS
A 3	PROJECT TIMELINE			JS
A 4	DEVELOPMENT BUDGET			JS
A 5	OPERATING PRO FORMA			JS
A 6	SCORING SHEET			JS
ATTACHMENT TABS				
1	ENTITY INFORMATION	1.a.	Detailed listing of developer's experience	JS
		1.b.	Certificate of Status	JS
		1.c.	Statement of Confidence	Not applicable
2	PRINCIPALS INFORMATION	2.a.	Resumes of principals	JS
		2.b.	Resumes of development team	JS
		2.c.	Resumes of property management team	JS
3	FINANCIAL INFORMATION	3.a.	Federal IRS Certification	JS
		3.b.	Certified Financial Audit	JS
		3.c.	Board Resolution	JS
		3.d.	Financial Statements	JS
		3.e.	Funding commitment letters .	JS
4	PROJECT INFORMATION	4.a.	Market Study	JS
		4.b.	Good Neighbor Policy	JS
		4.c.	SMART Housing Letter	JS
		4.d.	MOU with ECHO	JS
		4.e.	Resident Services	JS
5	PROPERTY INFORMATION	5.a.	Appraisal	JS
		5.b.	Property Maps	JS
		5.c.	Zoning Verification Letter	JS
		5.d.	Proof of Site control	JS
		5.e.	Phase I ESA	JS
The applicant/developer certifies that the data included in this application and the exhibits attached hereto are true and correct.				
<i>Unsigned/undated submissions will not be considered.</i>				
SIGNATURE OF APPLICANT		DATE AND TIME STAMP OF RECEIPT		
 PRINTED NAME Janine Sisak TITLE OF APPLICANT Member of DMA Dev. Co., LLC DATE OF SUBMISSION 5/3/2024		<div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
FOR AHFC USE ONLY				

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
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A2 Project Summary Form

Project Summary Form

1) Project Name The Sasha	2) Project Type 100% Affordable	3) New Construction or Rehabilitation New Construction
4) Address(s) or Location Description 1401 Grove Blvd.		5) Mobility Bond Corridor East Riverside Dr
6) Census Tract 23.18	7) Council District District 3	8) Elementary School BATY 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		3	2	1		6
Up to 40% MFI		14	8	3		25
Up to 50% MFI		15	10	4		29
Up to 60% MFI						0
Up to 80% MFI						0
Up to 120% MFI						0
No Restrictions						0
Total Units	0	32	20	8	0	60

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	3	Continuum of Care Units	60
Accessible Units for Sensory Impairments	2		

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

Sources

Debt	
Equity	16,784,000
Grant	
Other	150,000
Deferred Developer Fee	
(not applicable for OHDA)	1,104,518
Previous AHFC Funding	6,795,000
Current AHFC Request	2,000,000

Total \$ 26,833,518

Uses

Acquisition	-
Off-Site	
Site Work	1,194,800
Sit Amenities	225,990
Building Costs	15,837,285
Contractor Fees	2,416,131
Soft Costs	2,598,250
Financing	1,861,062
Developer Fees	2,700,000

Total \$ 26,833,518

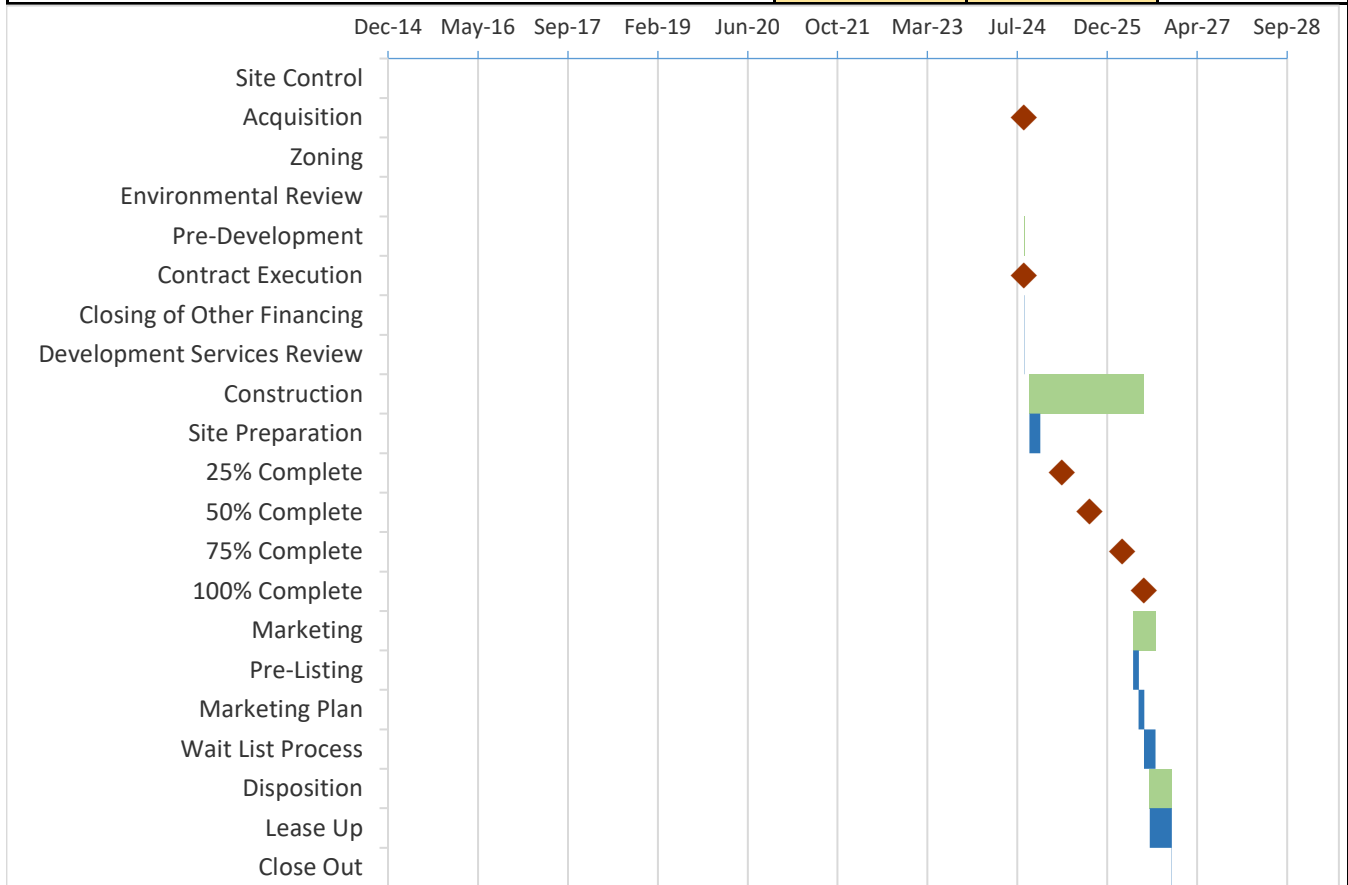
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T H E S A S H A

A3 Development Schedule

Development Schedule

	Start Date	End Date
Site Control	Sep-24	Jan-00
Acquisition	Sep-24	
Zoning	NA	NA
Environmental Review	NA	NA
Pre-Development	Sep-24	Sep-24
Contract Execution	Sep-24	
Closing of Other Financing	Sep-24	Sep-24
Development Services Review	Sep-24	Sep-24
Construction	Oct-24	Jul-26
Site Preparation	Oct-24	Dec-24
25% Complete	Apr-25	
50% Complete	Sep-25	
75% Complete	Mar-26	
100% Complete	Jul-26	
Marketing	May-26	Sep-26
Pre-Listing	May-26	Jun-26
Marketing Plan	Jun-26	Jul-26
Wait List Process	Jul-26	Sep-26
Disposition	Aug-26	Dec-26
Lease Up	Aug-26	Dec-26
Close Out	Dec-26	Dec-26



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A4 Development Cost Schedule

Development Budget			
	Total Project Cost	Requested AHFC Funds	Description
Pre-Development			
Appraisal	20,000		
Environmental Review	10,000		
Engineering	350,000		
Survey	50,000		
Architectural	1,000,000		
Subtotal Pre-Development Cost	\$1,430,000	\$0	
Acquisition			
Site and/or Land			
Structures			
Other (specify)			
Subtotal Acquisition Cost	\$0	\$0	
Construction			
Infrastructure			
Site Work	1,194,800		
Demolition			
Concrete	1,734,904		
Masonry	181,261		
Rough Carpentry	3,321,589		
Finish Carpentry	1,132,390	1,132,390	
Waterproofing and Insulation	542,025	542,025	
Roofing and Sheet Metal	338,792	325,585	
Plumbing/Hot Water	1,300,000		
HVAC/Mechanical	1,712,000		
Electrical	1,502,750		
Doors/Windows/Glass	495,991		
Lath and Plaster/Drywall and Acoustical	907,771		
Tiel Work			
Soft and Hard Floor			
Paint/Decorating/Blinds/Shades	300,000		
Specialties/Special Equipment	541,322		
Cabinetry/Appliances	293,490		
Carpet			
Other (specify)	828,990		Conveying Systems and Site Amenities
Construction Contingency			
Subtotal Construction Cost	\$16,328,075	\$2,000,000	
Soft & Carrying Costs			
Legal	350,000		
Audit/Accounting	85,000		
Title/Recordin	75,000		
Architectural (Inspections)	25,000		
Construction Interest	1,100,000		
Construction Period Insurance	300,000		
Construction Period Taxes	50,000		
Relocation			
Marketing			
Davis-Bacon Monitoring			
Developer Fee	2,700,000		
Other (specify)	4,390,443		Financing costs, tax credit fees, FF&E, syndication costs,
Subtotal Soft & Carrying Costs	\$9,075,443	\$0	
TOTAL PROJECT BUDGET	\$26,833,518	\$2,000,000	

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A5 Operating Pro Forma

Bedroom Type	Income Level	Unit Square Footage	# of Units	Total Sq Footage
1-bdrm	30% MFI	600	6	3,600
1-bdrm	40% MFI	600	14	8,400
1-bdrm	50% MFI	600	12	7,200
2-bdrm	30% MFI	850	4	3,400
2-bdrm	40% MFI	850	8	6,800
2-bdrm	50% MFI	850	8	6,800
3-bdrm	30% MFI	1,052	2	2,104
3-bdrm	40% MFI	1,052	3	3,156
3-bdrm	50% MFI	1,052	3	3,156
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
				-
Total			60	44,616

Average Square Foot AHFC Units at or Below 50% MFI				
Efficiency	1-bdrm	2-bdrm	3-bdrm	4-bdrm
-	600	850	1052	-

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THE SASHA

A6 Scoring Sheet

Project Name	The Sasha	
Project Type	100% Affordable	
Council District	District 3	
Census Tract	23.18	
Prior AHFC Funding	\$6,795,000	
Current AHFC Funding Request Amount	\$2,000,000	
Estimated Total Project Cost	\$26,833,518	
High Opportunity	No	
High Displacement Risk	YES	
High Frequency Transit	Yes	
Imagine Austin	Yes	
Mobility Bond Corridor	East Riverside Dr	
SCORING ELEMENTS		Description
UNITS		
< 20% MFI	0	# of rental units at < 20% MFI
< 30% MFI	6	# of rental units at < 30% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	33%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	2	% of annual goal * units * 50%, max of 75
< 40% MFI	25	# of rental units at < 40% MFI
< 50% MFI	29	# of rental units at < 50% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	33%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	9	% of annual goal * units * 25%, max of 75
< 60% MFI	0	# of units for purchase at < 60% MFI
District Goal	10%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	33%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% 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	10%	% of City's affordable housing goal
High Opportunity	FALSE	% of City's affordable housing goal for high opportunity areas
Displacement Risk	33%	% of City's affordable housing goal to reduce displacement
High Frequency Transit	9%	% of City's affordable housing goal near high frequency transit
Imagine Austin	9%	% of City's affordable housing goal in imagine austin corridors
Geographic Dispersion	0%	% of City's affordable housing goal to increase geographic dispersion
Mobility Bond Corridor	6%	% of City's affordable housing goal within mobility bond corridors
SCORE	0	% of annual goal * units * 25%, max of 75
Unit Score	11	MAXIMUM SCORE = 300
INITIATIVES AND PRIORITIES		
Continuum of Care	60	Total # of units provided up to 100 per year
Continuum of Care Score	20	(total CoC Units/100 + HF Units/50)*20
Access to Healthy Food	No	Within 1 Mile of Healthy Food (City GIS)
Continuum of Care Weighted Score	10	Mobility, Access to Jobs, Community Institutions, Social Cohesion
2 Bedroom Units	20	Total Affordable 2 Bedroom units
3 Bedroom Units	8	Total Affordable 3 Bedroom units
4 Bedroom Units	0	Total Affordable 4+ Bedroom units
Multi-Generational Housing Score	9	Multi-bedroom Unit/Total Units * 20
TEA Grade	79	Elementary School Rating from TEA
Multi-Generational Housing Weighted Score	2	Educational Attainment, Environment, Community Institutions, Social Cohesion,
Accessible Units	5	mobility and sensory units
Non-PSH, Non-Voucher Under 20% MFI	0	Total units under 20% MFI
Accessibility Score	2	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	44	MAXIMUM SCORE = 200
UNDERWRITING		
AHFC Leverage	33%	% of total project cost funded through AHFC request
Leverage Score	12	3 points per 5% reduction in leverage below 50% (max 30)
AHFC Per Unit Subsidy (including prior amounts)	\$146,583	Amount of assistance per unit
Subsidy per unit score	7	(\$200,000 - per unit subsidy)*25/\$200,000
AHFC Per Bedroom Subsidy	\$91,615	Amount of assistance per bedroom
Subsidy per Bedroom Score	14	(\$200,000 - per bedroom subsidy)*25/\$200,000
Debt Coverage Ratio (Year 5)	0.00	Measured at the 5 Year mark
Debt Coverage Ratio Score	0	Minimum = 1.0; Maximum = 1.5; 1.25 = best score
Underwriting Score	32	MAXIMUM SCORE = 100
APPLICANT		
FINAL QUANTITATIVE SCORE	87	THRESHOLD SCORE = 50
Previous Developments		
Compliance Score		
Proposal		
Supportive Services		
Development Team		
Management Team		
Notes		

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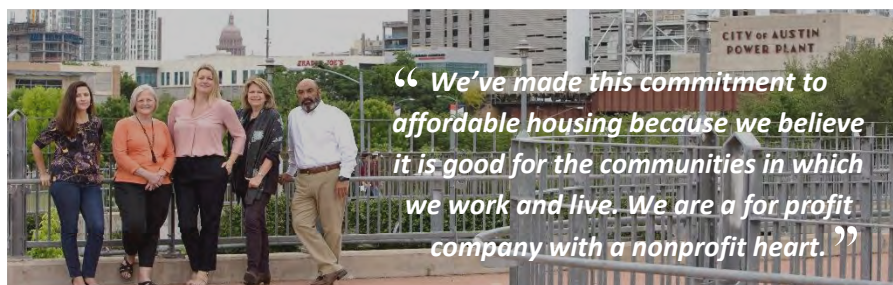
THE SASHA

Attachment 1(a)

Corporate/Entity Profiles



DMA Companies is a boutique real estate firm specializing in the development, consulting and management of multifamily properties. We bring affordable and special needs housing to communities nationwide by utilizing the various private, state and federal financing options. Our solid corporate structure enables us to provide the highest quality housing communities, while optimizing performance and achieving financial objectives.



We've made it our business to develop and manage top notch, mixed-income, mixed-use communities that provide affordable housing opportunities to working families and those 55+. We design with intent and put a lot of thought into our communities to ensure that the design is of the highest quality and offer amenities and services appropriate to the residents they serve. We see problems as opportunities and take advantage of possibilities to educate neighbors on the product we're building...quality homes for people of all incomes, living side-by-side.

*DEVELOPMENT, FINANCIAL, AND
PROPERTY MANAGEMENT SERVICES FOR
MULTIFAMILY, AFFORDABLE AND SPECIAL
NEEDS HOUSING.*

Housing Development

- Multifamily
- Senior
- Workforce
- Special Needs

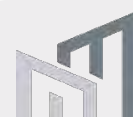
Consulting

- Compliance
- Development
- Acquisition
- Management

Property Management

- Property Operations
- Financial Reporting
- Leasing and Marketing
- Policies/Procedures
- Compliance

Website: www.dmacompanies.com
Facebook: [/dmacompanies](https://www.facebook.com/dmacompanies)
Twitter: [@DMADevCo](https://twitter.com/DMADevCo)



4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746 USA
(512) 328-3232 | info@dmacompanies.com

DMA DEVELOPMENT



DMA DEVELOPMENT COMPANY, LLC (DDC) is an Austin-based real estate development company with more than a quarter of a century of experience in multifamily housing development and is widely recognized in Texas as the “go to” firm for creative, sustainable living communities. DMA has developed more than 32 properties in two states (Texas and Georgia) and in the District of Columbia, and currently has a portfolio of nearly 2,700 units the majority of which it self-manages. In recent years, DMA has developed a singular reputation for the quality of its product and a track record of successfully developing mixed-use developments. Recently, DMA was awarded the Urban Land Institute’s Jack Kemp Award for Excellence for its Wildflower Terrace development, a 201-unit senior community at the Mueller Redevelopment in Austin.

DMA is 100% owned by Diana McIver and certified as a Historically Underutilized Business.

Developments Completed: 32 Units Completed: 2,671

Workforce Properties: 16 Senior Properties: 15 Supportive Housing Properties: 1

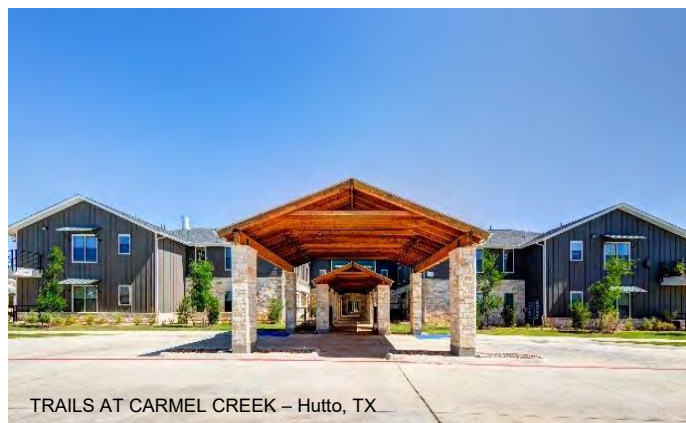
Developments Under Construction or in Development Stages

Travis Flats - 140 units of work force housing in Austin , TX

RBJ Phase I - 279 units for seniors in Austin, TX

Talavera Lofts - 92 units of workforce housing in Austin, TX

SENIOR DEVELOPMENTS SPOTLIGHT



DMA Development Company has perfected its senior independent living design in recent years. The typical DMA senior community consists of one two- or three-story elevator structure surrounded by single story cottages. The elevator structure is attractive to seniors who want the security of proximity to the onsite staff and amenities, while the single story cottages, which often have integrated carports, are attractive to independent residents who are perhaps downsizing from single family homes.

WORKFORCE HOUSING DEVELOPMENTS SPOTLIGHT



ALTURA HEIGHTS, Houston, TX



SUNCHASE SQUARE, Lockhart, TX



BAILEY SQUARE, Cuero, TX

DMA Development Company has developed and now manages 16 communities for families in Texas. These communities are designed with the resident population in mind, so all include recreational amenities for the residents, such as children's activity rooms, computer centers, playscapes and in some cases swimming pools. Our management company also provides a full slate of supportive services at all of our properties, including youth mentoring, budget counseling and financial fitness, and resume and job interview skills training.

MIXED USE/HIGH DENSITY SPOTLIGHT



DMA has developed several high-density, vertical mixed-use, mixed-income properties and our success in this area has set us apart from other affordable housing developers. Our flagship developments, Aldrich 51 and Wildflower Terrace, are part of the award-winning Mueller Airport Redevelopment – both achieve density of more than 70 units per acre and include ground floor retail and structured parking. Aldrich 51 won the National Association of Local Housing Finance Agencies prestigious Multifamily Excellence Award in 2019 and Wildflower Terrace won the Urban Land Institute’s prestigious Jack Kemp Excellence in Affordable and Workforce Housing Award in 2017.

FINANCING STRUCTURE FOR DEVELOPED PROPERTIES

PROPERTY NAME	CITY	FINANCING
Sandia Crossing	Luling, TX	Housing Tax Credits/ HUD 223(f)
The Oaks at Winding Way	Gonzales, TX	Housing Tax Credits
Mariposa Gardens	Mathis, TX	Housing Tax Credits/HUD 223(f)
Legend Oaks	Llano, TX	Housing Tax Credits/Housing Trust Funds
Eden Place	Seguin, TX	Housing Tax Credits/Housing Trust Funds
Mission Oaks	Refugio, TX	Housing Tax Credits/Housing Trust Funds
The Pines at Willowbrook	Hinesville, GA	Housing Tax Credits/ HUD 221(d)(4) Mortgage Insurance Program
Prairie Commons	Dallas, TX	Housing Tax Credits
Grove Park Terrace	Waxahachie, TX	Housing Tax Credits
Westview Ranch	Pearsall, TX	Housing Tax Credits
The Village at Morningstar	Texas City, TX	Housing Tax Credits/Housing Trust Funds/Federal Home Loan Bank
Seton Home Center for Teen Moms	San Antonio, TX	Housing Tax Credits/City of San Antonio HOME Funds
The Arbors at Rose Park	Abilene, TX	Housing Tax Credits/Housing Trust Funds/City of Abilene HOME Funds
Prospect Point	Jasper, TX	Housing Tax Credits
Morningstar Villas	Texas City, TX	Housing Tax Credits
The Bluestone	Mabank, TX	Housing Tax Credits
Shady Oaks	Georgetown, TX	Housing Tax Credits
The Grove at Brushy Creek	Bowie, TX	Housing Tax Credits/TCAP
Sunchase Square	Lockhart, TX	HUD 221(d)(4) Mortgage Insurance Program
Cambridge Crossing	Corsicana, TX	TDHCA Exchange/TDHCA HOME Funds
Heritage Crossing	Santa Fe, TX	TDHCA Exchange/TDHCA HOME Funds
Wildflower Terrace	Austin, TX	Housing Tax Credits/City of Austin GO Bonds
Samuel J. Simmons NCBA Estates	Washington, DC	Multifamily Housing Revenue Bonds/4% Tax Credits
The Terrace at MidTowne	Midlothian, TX	Housing Tax Credits/TDHCA HOME Funds
The Overlook at Plum Creek	Kyle, TX	Housing Tax Credits/TDHCA HOME Funds
Bailey Square	Cuero, TX	Housing Tax Credits/TDHCA HOME Funds
The Trails at Carmel Creek	Hutto, TX	Housing Tax Credits/TDHCA HOME Funds/HUD 223(f)
Prairie Gardens	Abilene, TX	Housing Tax Credits
Aldrich 51	Austin, TX	Multifamily Housing Revenue Bonds/4% Tax Credits
Altura Heights	Houston, TX	Housing Tax Credits/TDHCA Loan Funds
Reserve at Dry Creek	Hewitt, TX	Housing Tax Credits/TDHCA Loan Funds
The Nightingale at Goodnight Ranch	Austin, TX	Multifamily Revenue Bonds/4%Tax Credits/TDHCA Loan Funds

DMA PROPERTIES



DMA Properties, LLC (DP) was formed in March 2002 for the purpose of providing property management services to multifamily rental communities developed by DMA Development Company, LLC (DMA) and currently provides management and asset management services for more than 2,400 units of affordable and market rate housing, in addition to providing services for residents of DMA's communities. The company is 100% owned by Diana McIver, and is certified by the Texas Comptroller of Public Accounts as a Historically Underutilized Business.

DMA PROPERTY ADVISORS

DMA is able to provide third party management services through DMA Property Advisors, LLC. As a one-stop shop, DMA Property Advisors offer our clients a comprehensive suite of services. From talent management to asset management, we do it all. We perform due diligence. We coordinate takeover and transition processes. We provide robust back office support in accounting, compliance, marketing, technology, and procurement.

RESIDENT SERVICES

Programming is tailored to the specific needs of the resident population and to each properties LURA.

In 2011, DMA Companies created Camile Pahwa Scholarship Fund to provide training, education and camp scholarships for children living at any of the affordable housing communities owned by DMA and its affiliates.

TALENT MANAGEMENT

DMA Properties recognizes that the overall success of our communities is related to the expertise of our staff. Each community benefits from a team, including a Regional Director, on-site staff and corporate support staff with more than 100 years of combined experience in the industry.

TRAINING

We encourage our team members to grow and expand their professional skillset by participating in industry-related certificate programs and taking advantage of continuing education. Many of our team members hold industry credentials and certifications and continue their education through in-house training and supplementary seminars and educational programs.

COMPLIANCE

Our Compliance Department effectively monitors the communities we manage to ensure DMA meets all state and federal requirements related to LIHTC, HUD or Section 8. In addition, the compliance team manages all investor, lender and agency reporting requirements. The compliance staff processes all applications and recertifications and ensures all LIHTC project files are properly documented.

Project Experience



safeaustin.org

Facilities Description

SAFE is committed to providing additional affordable housing in the community. A safe home stops the trauma, poverty and homelessness that result from abuse for families without resources. A safe and stable home supports parents in providing a solid foundation for their children to grow, learn and thrive.

SAFE manages a variety of housing types, including emergency shelters, supportive housing, rapid rehousing, and permanent affordable housing. SAFE is working with local developers, including Cap A, to increase affordable housing for the most vulnerable populations.

Shelter. SAFE has provided 24-hour shelter services since 1977. Our Family Shelter serves adults (primarily women) with and without children who have endured domestic violence (DV). Shelter residents receive basic needs and wraparound supportive services. The shelter has 31 bedrooms and 105 beds. Last fiscal year, SAFE provided 34,000 bed nights to 637 clients. Additionally, SAFE manages a 64-bed emergency shelter for youth in the child protection system. Last April, SAFE initiated a small scale “shelter away” program in a hotel setting as a result of COVID-19 social distancing. On average, Shelter Away provides services to 8-10 families. Earlier in 2021, SAFE began providing offsite shelter for domestic violence survivors with a lower lethality risk via funding received from the City of Austin. While a permanent location for this shelter is sought, the program has taken the form of hotel stays for survivors and their families. Currently, SAFE has provided shelter to 67 children and 89 adults via this DV shelter program. All shelter operations include security, facilities, housekeeping, and basic needs supports. We uniquely have an on-site school and cooperative arrangements with medical and mental health providers. We meet all TAC requirements in Chapter 51 of the Texas Family Code.



SAFE's Supportive Housing Program (SHP). In 1995, SAFE's predecessor agency, SafePlace built a 40 unit transitional housing apartment community on Grove Blvd. in East Austin. An average of 120 people live at SHP in any given year. SHP serves as a bridge to permanent housing by providing transitional housing up to 24 months and voluntary supportive services for people with very serious safety needs resulting from their abuse. SHP uses a “Housing First” model by prioritizing victims who are in the Coordinated Entry system, coordinated through ECHO. SHP is a service rich program: case



Project Experience

management, children's services, life skills classes, and access to other SAFE services such as parenting support, peer support, counseling and more are offered. Housing is low barrier (we accept people who might not qualify for community housing) and is trauma informed. The goal is to help residents increase their income; and transition to safe, affordable permanent housing. Access to resources improves resilience, and housing stability promotes long-term safety, stability, and wellness. In 2020, SAFE created a SAFE Board Affordable Housing and Campus Planning Committee that is co-led by a local private developer and a local civil engineer. The committee determined that SAFE should consider both community partnerships that might arise, and examine how we can develop our housing on our two existing campuses. As a result, SAFE is now in the pre-development stage for expanding and revamping supportive housing units at its Grove campus.

Grove Place Apartments, a permanent affordable housing community.

Grove Place is SAFE's 184 unit affordable housing community. In 2003, SAFE entered into a partnership to build and operate 184 units of affordable housing on Grove Blvd. in East Austin. It was funded in part as a 9% Low Income Housing Tax Credit partnership. All along, SAFE has been the operator of Grove Place Partners, GP. Julia Spann, SAFE Co-CEO also serves as the Executive Director of Grove Place Partners. In early 2020, SAFE fully acquired the partnership.



Thirty six of the 184 units are market rate. The remaining 148 units are offered at reduced rental rates for people who have incomes at 30, 40, 50 and 60% MFI. The Grove Place Board and SAFE consistently maintains rental rates lower than the HUD allowable rates for those in 30 and 40% units. SAFE additionally coordinates social services at Grove Place. This past year SAFE staff coordinated rental, utility, food and other assistance to more than 70 vulnerable families at Grove Place, ensuring that their housing stayed stable.

Through Grove Place, SAFE meets the experience requirements to apply for additional Texas Department of Housing Affairs (TDHCA) tax credit and other financing programs.

Rapid Rehousing. SAFE currently provides and manages 85 Rapid Rehousing units for highly-vulnerable youth who are aging out of the foster care system, and adult homeless survivors of domestic violence, sexual violence, and human trafficking. The program is housing first, and participants are prioritized through Coordinated Entry. Youth served are part of Lifeworks Youth Homelessness Demonstration Project (YHDP). Rental vouchers are provided for 6-24 months, based on need, using progressive engagement. Like our supportive housing program, voluntary support services include: case management, children's services, life skills classes, parenting support, peer support, counseling, and more are offered. An SSI Outreach, Access, and Recovery (SOAR) Specialist helps



Pictured here is the Circle S Apartment Complex, located in South Austin. SAFE provides some rapid rehousing units at this complex, and at others across the city. Also pictured is the interior of a rapid rehousing unit occupied by a SAFE client.

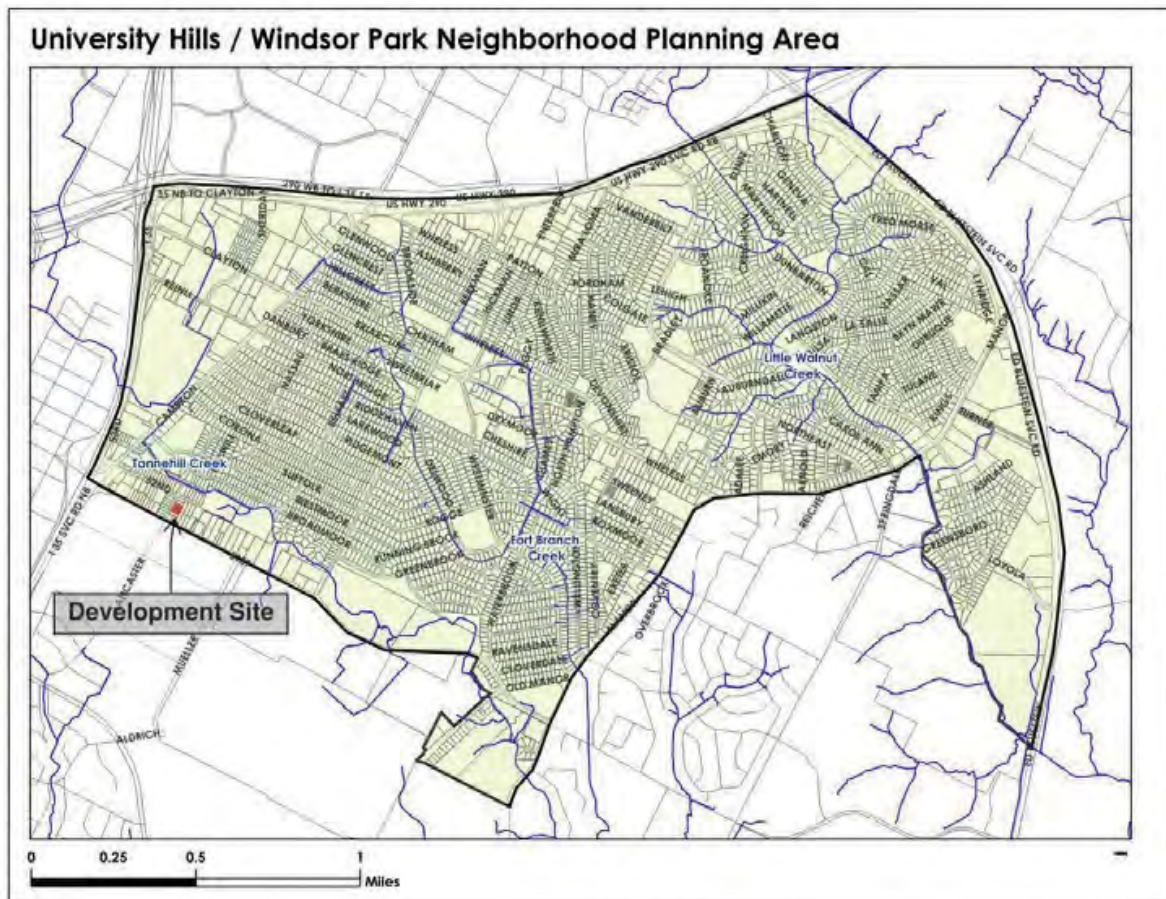
Project Experience

resident's increase income via mainstream benefits. In partnership with Caritas of Austin, employment services are also offered.

The Lancaster. SAFE hired an architectural firm and a civil engineering firm to study the opportunities to redevelop both SAFE Campuses – one on Manor Rd. and the other on Grove Blvd. This resulted in a multi-phase Reimagine SAFE Campuses Plan that found we can add density and height to existing structures and build new, affordable housing. The new plan offers an opportunity to develop:

- a. 160 units of affordable housing on Grove Blvd., and
- b. Up to 70 units of affordable housing on Manor Rd.

The primary goal of The Lancaster is to expand Austin/Travis County's homeless response system by providing 60 units of permanent supportive housing for unhoused individuals and families who are survivors of abuse. The Lancaster is designed to house homeless survivors of violence who have complex safety, health, and financial needs. The location of the site is ideal, as there is an array of affordable transit options, including a new bus stop that will be placed directly in front of the complex; health clinics; a grocery store; and plenty of nearby employment opportunities. Additionally, the site is within just a few miles of SAFE's Rathgeber Village campus, enabling the provision of additional supportive services as needed.

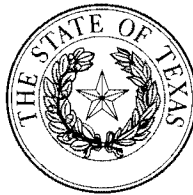


RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 1(b)

Certificate of Status



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles of Incorporation for The SAFE Alliance Affordable Housing Corporation (file number 800072394), a Domestic Nonprofit Corporation, was filed in this office on April 09, 2002.

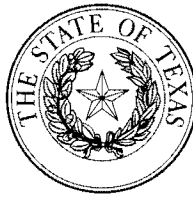
It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on January 31, 2023.



A handwritten signature of Jane Nelson in black ink.

Jane Nelson
Secretary of State



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Organization for DMA DEVELOPMENT COMPANY, LLC (file number 704739722), a Domestic Limited Liability Company (LLC), was filed in this office on February 18, 1999.

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

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on December 01, 2022.



A handwritten signature of John B. Scott, consisting of a stylized 'J' followed by a series of loops and a final 'm'.

John B. Scott
Secretary of State

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 1(c)

Statement of Confidence – Not Applicable

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 2(a&b)

Developer Team and Principals

List of Development Team Members

The Sasha

1401 Grove Boulevard, Austin, TX 78741

DEVELOPERS

DMA Development Company, LLC

Janine Sisak

512-328-3232, JanineS@dmacompanies.com

The SAFE Alliance

Julia Spann

jspann@safeaustin.org

ARCHITECT

Forge Craft Architecture

Jon Hagar

512-410-1548, jon@forgecraftarchitecture.com

CIVIL ENGINEER

Jesse Malone

jessem@malonewheeler.com

MARKET ANALYST

Affordable Housing Analysts

Bob Coe

281-387-7552, robertcoe2@gmail.com

ATTORNEY

Locke Lord

Cynthia Bast

CBast@lockelord.com

ACCOUNTANT

Novogradac and Company, LLP

Susan Wilson

512-349-3232, susan.wilson@novoco.com

PROPERTY MANAGER

The SAFE Alliance

Julia Spann

jspann@safeaustin.org

JANINE SISAK

1306 Travis Heights Boulevard
Austin, Texas 78704
jesisak@yahoo.com
512-934-2712

EXPERIENCE

DMA Development Company, Austin, Texas

Senior Vice President/General Counsel – 2008 through present

Vice President/General Counsel – 2006 through 2008

Development Manager – 2003 through 2006

Development Associate – 2001 through 2003

- Manage the development of affordable housing properties financed under the Housing Tax Credit Program, including locating and negotiating sites, preparing funding applications, overseeing the development and construction processes, structuring finance and negotiating lender and partnership documents.
- Act as General Counsel in terms of negotiating syndication and lender documents and all contracts and advising on employment and construction law matters.
- Perform asset management duties for portfolio of 27 housing tax credit properties with more than 2,000 units.

Paul, Hastings, Janofsky & Walker LLP, New York, New York

Employment Law Associate - Summer of 1997 and September 1998 through October 2000

- Participated in all stages of employment litigation, including managing the discovery process, drafting pre-trial motions, preparing for jury trial, and crafting settlement agreements.
- Drafted position statements and hearing briefs for city, state, and federal administrative agencies and cooperated in the fact-finding processes.
- Advised clients regarding lawful disciplinary and termination decisions, fair wage and hour practices, employee testing and monitoring, and other employment issues.

EDUCATION

Fordham University School of Law, New York, New York

Juris Doctor, May 1998; GPA 3.4

Honors: *Fordham Law Review*, Notes & Articles Editor
Housing Advocacy Project, Board Member
Stein Scholars Program for Ethics and Public Interest Law
New York Bar Association Prize for Outstanding Published Work in Legal Ethics

Tufts University, Medford, Massachusetts

Bachelor of Arts in Economics, *Cum Laude*, May 1993; GPA 3.5

PROFESSIONAL ASSOCIATIONS

Member of the State Bar of Texas; Member of the New York Bar Association; Admitted to practice in the United States Court of Appeals for the Second Circuit and the United States District Courts for the Southern, Eastern, and Western Districts of New York.

Board Member of the Texas Affiliation of Affordable Housing Providers.

Board Member of Rosewood Senior Housing, Inc., a non-profit corporation that owns Lyons Gardens Apartments, a 54-unit affordable senior living community in East Austin.

Diana McIver, President
DMA Companies
4101 Parkstone Heights Drive, Suite 310
Austin, Texas 78746

EXPERIENCE:

Diana McIver is the President and sole owner of Diana McIver & Associates, Inc., a development consulting firm founded in 1987; DMA Development Company, LLC, a development company founded in 1999; and DMA Properties, LLC, a property management company founded in 2003. These companies are certified by the State of Texas as Historically Underutilized Businesses (HUBs). Ms. McIver also co-founded Conroy & McIver, the predecessor firm to DMA, in late 1979.

Ms. McIver has forty years' experience in the affordable housing industry. As part of her consulting practice, she assisted nonprofit housing developers in obtaining more than \$600,000,000 in funding commitments to build affordable housing for the elderly and persons with disabilities, primarily through federal grants, loans, and mortgage insurance programs.

Building upon a successful consulting career, Diana founded DMA Development Company to develop affordable and mixed-income communities for her own portfolio. DMA Development has developed 33 apartment communities, predominately in Texas but also in Georgia and the District of Columbia. DMA currently has a 147-unit senior community under construction in Austin and will begin construction on two mixed income developments in 2023.

Formerly with the U.S. Senate Special Committee on Aging, Ms. McIver was instrumental in getting appropriations for the Section 202 Program as well as staffing the first congressional hearings on congregate housing for the elderly. As Director of Elderly Programs for the National Center for Housing Management, Ms. McIver developed a Model Management System for Nonprofit Sponsors of Housing for the Elderly under a grant from the Administration on Aging. She also designed, developed, and delivered training programs across the country teaching both for profit and nonprofit developers about the various funding tools for affordable housing. In January 2001, Ms. McIver received a Congressional appointment to the fourteen-member Commission on Affordable Housing and Health Care Facility Needs for Seniors in the 21st Century, a bipartisan Commission charged with developing comprehensive aging-in-place strategies, which released its findings to the Congress in June 2002.

EDUCATION:

Bachelor of Arts in Sociology, College of Idaho, Caldwell, Idaho
Graduate courses, George Washington University, Washington, DC.
Texas Real Estate Broker's License

PROFESSIONAL AFFILIATIONS:

Ms. McIver serves on the boards of several nonprofit housing organizations. She was initially elected to the Board of the Texas Association of Local Housing Finance Agencies (TALHFA) in October 2010 and currently serves as Second Vice President. She was named TALHFA's Member of the Year in 2014. She is Past President of the Texas Affiliation of Affordable Housing Providers (TAAHP) and received TAAHP's prestigious Jean MacDonald Lifetime Achievement Award in 2013. In March 2016, Diana was profiled by Affordable Housing Finance Magazine as one of the country's ten most influential women in affordable housing, and in 2021, inducted into the AHFM's Hall of Fame.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1742907408500**
Approval Date: **September 9, 2022**
Scheduled Expiration Date: **September 9, 2026**

Texas Comptroller of Public Accounts (CPA), hereby certifies that

DMA Development Company, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 9, 2022**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbisearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

3. Project Team

JULIA SPANN, MSW

CEO – **THE SAFE ALLIANCE**

Experience:

Julia Spann is CEO at The SAFE Alliance (SAFE), where she has spent 25 years with SAFE and its predecessor agencies, the Center for Battered Women (CBW), and SafePlace, honing her expertise in women and children's, poverty, victimization, and homeless services and non-profit management.

Today, Julia provides primary leadership for SAFE client service programs, human resources, operations, and major community initiatives for The SAFE Alliance. During her tenure at SAFE, Julia has provided lead staff support for all building and renovation projects. These include:

1. 1995. Design and construction of Ph. 1 of SAFE's Supportive Housing Program (SHP), a 25 unit multi-family complex for family violence survivors and their children (CBW, Grove Blvd)
2. 1996. Renovation of a 15 bed Single Women's Shelter (CBW, Faro St.)
3. 1997. Renovation of a 45 bed Family Shelter for family violence survivors and their children. (CBW, Tannahill Rd.)
4. 1998. New construction of a 25,000 sq. ft. non-residential Resource Center. (SafePlace, Grove Blvd.)
5. 2000. Oversaw concept, design and construction of a new 100 bed Family Shelter, Warehouse, School and Child Development Center and significant security features. (SafePlace, Grove Blvd.)
6. 2001. Addition of Phase 2 of SAFE's Supportive Housing Program, added 15 apartments, plus a Community Building that includes children's play/group space. (SafePlace, Grove Blvd)
7. 2001. Completion of SAFE's 12.5 acre, 9 building flagship campus at 1515 Grove Blvd.
8. 2015. Siting of Eloise House, Sexual Assault Forensic Exam Clinic, (SafePlace, Grove Blvd.)
9. 2017. Modest renovations to SAFE's Teen Parent/Early Childhood Cottage, a residential program for moms in foster care and their babies. (SAFE, 4800 Manor Rd.)
10. 2017. Project management of SAFE Headquarters administrative and training offices in the Big Brother Big Sister Building. (SAFE, 4800 Manor Rd, Bldg K.)
11. 2018. New construction of a 2nd clinic building that doubled the size of Eloise House. (Grove Blvd.)
12. 2018. Updating and interior refresh of the 20-yr old Resource Center (see #4.)
13. 2019. Renovate of Elizabeth Ann Seton House, a 1930's house donated to SAFE by to serve as a drop-in center for survivors of trafficking/exploitation.

Since 2005, Julia has also served as the Executive Director of Grove Place Partners, GP which holds the responsibility for operating Grove Place apartments, a 184 unit tax credit multifamily apartment community that provides affordable housing to Austinites, including victims of violence. Grove Place Partners is a subsidiary corporation of The SAFE Alliance

Prior to SAFE, Julia has served as Executive Director at Caritas of Austin, Social Service Director at The Salvation Army in Austin, and as Associate Vice-President at United Way of Tarrant County. She has a Bachelor's degree in Psychology from Texas A&M University, and a Master's degree in Social Work, Administration and Planning, from The University of Texas in Arlington.



Education

University of Texas at Arlington
Master of Science, Social Work, emphasis in Administration and Planning - 1989

Texas A&M University
Bachelor of Science, Psychology major;
Spanish minor – 1978

Current Community Involvement

- Texas Council on Family Violence. Board member, Chair of Strategic Planning Committee, Past Board Secretary, Past Chair of the Sustainability Committee, Past Chair of the Finance Committee. Active in non-board committees including Public Policy Committee and the Allocations Committee
- One Voice Central Texas. Member and Past Chair
- Interagency Sexual Assault Coalition Executive Committee Member

Past Community Involvement

- Ending Community Homeless Coalition (ECHO). Past Member of the Membership Council Board
- Travis County Court House Citizens Advisory Committee. Past Member and Past Chair
- Basic Needs Coalition of Central Texas, Past Chair. Past Member and Past Chair
- I Live Here, I Give Here. Advisory Committee member
- Austin Community Foundation, Women's Fund. Lead a study of women's issues in Austin; and co-chair, Membership Committee
- Downtown Austin Alliance, Board Member; Security and Maintenance Committee member
- United Way Impact Council: Basic Needs/ Safety and Security Committee member
- Envision Central Texas, Social Equity Committee member
- Texas Council of Family Violence, Member of Public Policy Committee, Co-Chair of the Family Violence and CPS Work Group, Member of the statewide Allocations Committee.



SCOTT GINDER, AIA, LEED AP

Chief Executive Officer
Director of Marketing
Director of Business Development
TBAE Registration #21234
CAB Registration
CO DORA Registration

PROFESSIONAL HISTORY

DICK CLARK + ASSOCIATES

Austin TX
Senior Associate
September 1999 – October 2013

STUART ROSENBERG ARCHITECTS

Philadelphia PA
Staff Architect
November 1997 – August 1999

EDUCATION

UNIVERSITY OF PENNSYLVANIA

Master of Architecture, 1997

UNIVERSITY OF PITTSBURGH

Bachelor of Arts, 1994

PROJECT EXPERIENCE

MIXED USE

Zedek Residence + Mixed-Use - Steamboat Springs CO
Oasis Texas, Austin TX – retail, office, & restaurant
1400 South Congress, Austin TX – retail, office, restaurant, & residential
Trails of Lake LBJ, Austin TX – residential & amenity facilities

MULTIFAMILY

Cheatham Street Flats, San Marcos TX – prefabricated modular 143 units
Canyon Palms, Austin TX – 18 units condominium
Lone Star Lofts, Austin TX – 64 units apartments

AFFORDABLE HOUSING

Capital Studios, Austin TX – Foundation Communities, mf SRO, 9% LIHTC
Bluebonnet Studios – Foundation Communities, mf SRO, 9% LIHTC
Waterloo Terrace – Foundation Communities, mf SRO, 9% LIHTC
Zilker Studios – Foundation Communities, mf SRO, 9% LIHTC
Temenos – NHP Foundation, mf SRO, 4% LIHTC
Summit at Renaissance Park – Zieben Group, multifamily, 4% LIHTC
Paker Apartments

HOSPITALITY

Hilton Hotel, Austin TX – rooftop pool deck and bar
Lady Bird Hotel, Austin TX

RESTAURANT

Uncle Billy's, Austin TX – brew pub and barbecue
Soleil, Austin TX – Mediterranean style restaurant
Cuba Libre, Austin TX – Cuban-style bar and restaurant
Austin Java, Austin TX – coffee shop

RETAIL

Jack Ryan Fine Jewelry, Austin TX – watch and jewelry store
CVS Pharmacy, Philadelphia PA
Blue Genie, Austin TX

OFFICE

Tolteq Corporate Headquarters, Austin TX – new office facility

CIVIC / ARTS / INSTITUTIONAL

Austin Playhouse, Austin TX – 300 seat live theater and restaurant
Mass Gallery, Austin TX – art gallery and studio space
Jester Cafeteria, University of Texas at Austin – Student cafeteria renovation

CUSTOM RESIDENTIAL

Polombo Residence, Austin TX
Donovan Residence, Austin TX
Lakehurst Residence, Austin TX
Logan's Hollow Spec Home, Austin TX
McNearney Residence, Austin TX
Ginder Residence, Austin TX
Dorsey Residence, Austin TX
Dundas Residence, Austin TX
Pinkston Boat Dock, Austin TX
McCaig Residence, Austin TX
Dickson Residence, Shreveport LA
Peters Residence, Austin TX
Paterson Residence, Spicewood TX
Heller Residence, Austin TX
Safady Residence, Austin TX
Moore Residence, Austin TX
Dawson Residence, Austin TX
Spanish Oaks 1 + 2 Spec Home, Austin TX

FEASIBILITY / COMPETITIONS

Red Bluff Development, 2016



JON HAGAR

Principal and Partner

PROFESSIONAL HISTORY

FOX ARCHITECTS

St Louis MO

Project Designer

2011 - 2014

ESKEW + DUMEZ + RIPPLE

New Orleans LA

Intern Architect

2009 - 2010

AGUIRRE RODEN

Austin TX

Intern Architect

2005 - 2009

EDUCATION

TULANE UNIVERSITY

Master of Architecture, 2010

UNIVERSITY OF MICHIGAN

Bachelor of Arts, 2001

PROJECT EXPERIENCE

AFFORDABLE HOUSING

Parker Apartments, Austin TX - 135 units affordable housing for families
Integral Care at Seabrook Square - 60 units permanent supportive housing
Bluebonnet Studios, Austin TX - 107 units permanent supportive housing
Waterloo Terrace, Austin TX - 132 units permanent supportive housing
Zilker Studios, Austin, TX - 110 units permanent supportive housing
Temenos PSH, Houston TX - 95 units permanent supportive housing
Arlington Lofts, Lexington KY - 82 units affordable housing

MULTI-FAMILY

Cheatham Street Flats, San Marcos TX - prefabricated modular 140 units
Gunter Street Apartments, Austin TX - 16 units market rate housing
Fourth&, Austin TX - 99 units market rate housing

OFFICE

Crest Steel, Riverside CA
Reliance Metalcenter, San Antonio, TX
Emerson iOps, Austin TX
Emerson Midwest Engineering Center, St Louis MO
RGA Headquarters, St Louis MO

CIVIC / ARTS / INSTITUTIONAL

Austin Playhouse, Austin TX
Superdome Enhancements, New Orleans LA
Austin Baptist Chapel, Austin TX
Huntsville Library, Huntsville TX
UIU Sculpture Building, Lafayette IA
VA Hospital Jefferson Barracks, St Louis MO

CUSTOM RESIDENTIAL

Streeter Residence, Austin TX
Turner Residence, Austin TX
Tulane urbanBUILD, New Orleans LA - Design/Build affordable housing
BASE, Austin TX - Modular Housing Concept
Zeddeck Residence + Mixed-Use, Steamboat Springs CO

FEASIBILITY / COMPETITIONS

McKalla Place Proposal, Austin TX - High-Density Mixed Use Proposal
Pleasant Valley RFQ, Austin TX

HOSPITALITY

Lady Bird Hotel, Austin TX

RETAIL

Sun Auto Automotive, Austin TX
Wachovia Bank Program, Austin TX

AWARDS

AIA Austin Design Award - Bluebonnet Studios
AIA St Louis Design Award - RGA Global HQ
Austin Green Awards - Bluebonnet Studios
ABJ Community Impact Real Estate Award - Bluebonnet Studios
ABJ Community Impact Real Estate Award - Waterloo Terrace

ADVOCACY

Community Powered Workshop - Board Member
East MLK Neighborhood Plan Contact Team, Austin TX - Member
Preservation Austin, Austin TX - Member & Volunteer

JESSE B. MALONE, P.E.

PROJECT MANAGER – **MALONE/WHEELER, INC.**

Experience: Mr. Malone has produced civil engineering designs for a variety of projects in the public and private sectors. Projects which Mr. Malone has worked on include numerous projects ranging from large single- family subdivisions to complex site plans and roadway projects. Engineering design work performed by Mr. Malone on these projects has included:

- Preparation and analysis of water models for transmission and distribution networks,
- Water transmission and distribution pipe design,
- Wastewater force main design,
- Lift station design and gravity wastewater/interceptor design,
- Low pressure sewer modeling and design,
- Storm sewer, channel and drainage network modeling and design,
- Detention modeling and design,
- Design of temporary and permanent water quality best management practices,
- Roadway design,
- City of Austin Permitting; FEMA floodplain permitting,
- Preparation of technical reports,
- Cost estimating,
- Project schedule development

Work Experiencing both public and private sector development and improvement project has allowed Mr. Malone to excel at recognizing project challenges early and quickly taking steps to ensure that a project is completed on time and on budget.

Project Management services provided by Mr. Malone have included preparation of contract Bid Documents; Bidding support and evaluation; review of contractor pay applications; issuance of change orders; review of contractor submittal; site inspections; preparation of field change documents; development of project baseline schedules; project management and coordination with the contractor, owner and other design consultants; permitting; master planning; and project presentation to P&Z and City Council.

Mr. Malone possesses the technical and leadership skills critical in the successful delivery of projects. As the Project Manager, Mr. Malone will be responsible for providing the project leadership necessary to deliver a successful project to the City of Austin. Project leadership tasks include identifying realistic project goals and milestones, establishing the project schedule and communication of said goals/milestones to City of Austin and the Project Team.



Education

B.S. Civil Engineering
University of Colorado, Boulder
2003

Professional

Registered Engineer
State of Texas
No. 108734

City of Residence

Austin, Texas

Number of Years with Firm

14 Years

Affiliations

American Society of Civil
Engineers

Real Estate Council of Austin

Austin Contractor and
Engineers Association

Urban Leadership Institute

SAFE Board Member

Shoal Creek Conservancy –
Technical Advisory committee

Barton Springs Conservancy –
Construction Committee

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

T H E S A S H A

Attachment 2(c)

Property Management Team

Project Experience and References



safeaustin.org

Facilities Description

SAFE is committed to providing additional affordable housing in the community. A safe home stops the trauma, poverty and homelessness that result from abuse for families without resources. A safe and stable home supports parents in providing a solid foundation for their children to grow, learn and thrive.

SAFE manages a variety of housing types, including emergency shelters, supportive housing, rapid rehousing, and permanent affordable housing. SAFE is working with local developers, including Cap A, to increase affordable housing for the most vulnerable populations.

Shelter. SAFE has provided 24-hour shelter services since 1977. Our Family Shelter serves adults (primarily women) with and without children who have endured domestic violence (DV). Shelter residents receive basic needs and wraparound supportive services. The shelter has 31 bedrooms and 105 beds. Last fiscal year, SAFE provided 34,000 bed nights to 637 clients. Additionally, SAFE manages a 64-bed emergency shelter for youth in the child protection system. Last April, SAFE initiated a small scale “shelter away” program in a hotel setting as a result of COVID-19 social distancing. On average, Shelter Away provides services to 8-10 families. Earlier in 2021, SAFE began providing offsite shelter for domestic violence survivors with a lower lethality risk via funding received from the City of Austin. While a permanent location for this shelter is sought, the program has taken the form of hotel stays for survivors and their families. Currently, SAFE has provided shelter to 67 children and 89 adults via this DV shelter program. All shelter operations include security, facilities, housekeeping, and basic needs supports. We uniquely have an on-site school and cooperative arrangements with medical and mental health providers. We meet all TAC requirements in Chapter 51 of the Texas Family Code.



SAFE's Supportive Housing Program (SHP). In 1995, SAFE's predecessor agency, SafePlace built a 40 unit transitional housing apartment community on Grove Blvd. in East Austin. An average of 120 people live at SHP in any given year. SHP serves as a bridge to permanent housing by providing transitional housing up to 24 months and voluntary supportive services for people with very serious safety needs resulting from their abuse. SHP uses a “Housing First” model by prioritizing victims who are in the Coordinated Entry system, coordinated through ECHO. SHP is a service rich program: case



Project Experience with References

management, children's services, life skills classes, and access to other SAFE services such as parenting support, peer support, counseling and more are offered. Housing is low barrier (we accept people who might not qualify for community housing) and is trauma informed. The goal is to help residents increase their income; and transition to safe, affordable permanent housing. Access to resources improves resilience, and housing stability promotes long-term safety, stability, and wellness. In 2020, SAFE created a SAFE Board Affordable Housing and Campus Planning Committee that is co-led by a local private developer and a local civil engineer. The committee determined that SAFE should consider both community partnerships that might arise, and examine how we can develop our housing on our two existing campuses. As a result, SAFE is now in the pre-development stage for expanding and revamping supportive housing units at its Grove campus.

Grove Place Apartments, a permanent affordable housing community.

Grove Place is SAFE's 184 unit affordable housing community. In 2003, SAFE entered into a partnership to build and operate 184 units of affordable housing on Grove Blvd. in East Austin. It was funded in part as a 9% Low Income Housing Tax Credit partnership. All along, SAFE has been the operator of Grove Place Partners, GP. Julia Spann, SAFE Co-CEO also serves as the Executive Director of Grove Place Partners. In early 2020, SAFE fully acquired the partnership.



Thirty six of the 184 units are market rate. The remaining 148 units are offered at reduced rental rates for people who have incomes at 30, 40, 50 and 60% MFI. The Grove Place Board and SAFE consistently maintains rental rates lower than the HUD allowable rates for those in 30 and 40% units. SAFE additionally coordinates social services at Grove Place. This past year SAFE staff coordinated rental, utility, food and other assistance to more than 70 vulnerable families at Grove Place, ensuring that their housing stayed stable.

Through Grove Place, SAFE meets the experience requirements to apply for additional Texas Department of Housing Affairs (TDHCA) tax credit and other financing programs.

Rapid Rehousing. SAFE currently provides and manages 85 Rapid Rehousing units for highly-vulnerable youth who are aging out of the foster care system, and adult homeless survivors of domestic violence, sexual violence, and human trafficking. The program is housing first, and participants are prioritized through Coordinated Entry. Youth served are part of Lifeworks Youth Homelessness Demonstration Project (YHDP). Rental vouchers are provided for 6-24 months, based on need, using progressive engagement. Like our supportive housing program, voluntary support services include: case management, children's services, life skills classes, parenting support, peer support, counseling, and more are offered. An SSI Outreach, Access, and Recovery (SOAR) Specialist helps



Pictured here is the Circle S Apartment Complex, located in South Austin. SAFE provides some rapid rehousing units at this complex, and at others across the city. Also pictured is the interior of a rapid rehousing unit occupied by a SAFE client.

Project Experience with References

resident's increase income via mainstream benefits. In partnership with Caritas of Austin, employment services are also offered.

The Lancaster. SAFE hired an architectural firm and a civil engineering firm to study the opportunities to redevelop both SAFE Campuses – one on Manor Rd. and the other on Grove Blvd. This resulted in a multi-phase Reimagine SAFE Campuses Plan that found we can add density and height to existing structures and build new, affordable housing. The new plan offers an opportunity to develop:

- a. 160 units of affordable housing on Grove Blvd., and
- b. Up to 70 units of affordable housing on Manor Rd.

The primary goal of The Lancaster is to expand Austin/Travis County's homeless response system by providing 60 units of permanent supportive housing for unhoused individuals and families who are survivors of abuse. The Lancaster is designed to house homeless survivors of violence who have complex safety, health, and financial needs. The location of the site is ideal, as there is an array of affordable transit options, including a new bus stop that will be placed directly in front of the complex; health clinics; a grocery store; and plenty of nearby employment opportunities. Additionally, the site is within just a few miles of SAFE's Rathgeber Village campus, enabling the provision of additional supportive services as needed.



3. Project Team

CONI HUNTSMAN STOGNER

VICE PRESIDENT OF PREVENTION

& COMMUNITY SERVICES – **THE SAFE ALLIANCE**

Summary of qualifications:

Over thirty years of program management experience in the social services field. Through my employment history, I have developed strong leadership, planning, implementation, organizational & communication skills. I am highly efficient, hard-working & especially enjoy collaborative work & program design.

Experience:

The SAFE Alliance Austin, TX

Vice President of Prevention & Community Services Dec. 2014- Present

- Oversees the Division of Prevention and Community Service programs, which include Counseling and Therapeutic Services, Strong Start (a child abuse prevention program), SAFE Health Services, Disability Services, Expect Respect (a teen dating violence and sexual assault prevention program), Legal Services, Planet SAFE (a supervised visitation and exchange center), Forensic Nursing (a sexual assault response program), and SAFE Futures (services geared toward the intersection of child maltreatment and domestic violence)
- Addresses organizational gaps, coordinates services & identifies new initiatives
- Sets direction for development of programs, hires, trains & supervises senior directors & program directors who oversee the direct services programs
- Works as part of Senior Management Team to set direction agency wide. Serves as agency representative to multiple task forces & coalitions on related issue areas including interpersonal violence, sexual assault, child abuse & homelessness

Senior Director of Community Services Oct. 2012 – Dec. 2014

- Responsible for oversight, planning/implementation & evaluation of multiple direct service programs including legal & hospital advocacy, survivor advocacy (residential & non-residential case management), CPS Advocacy, adult education programs & Planet SAFE, a supervised visitation & exchange center
- Hire, train & supervise program directors & managers who oversee direct services staff
- Serve as agency representative to multiple task forces & coalitions on related issue areas including interpersonal violence & homelessness
- Provide leadership & coordination of larger agency planning & direct service program implementation

Director of Transitional Services Jun 2005 – Oct 2012

- Responsible for the planning, implementation & evaluation of the Supportive Housing Program, Resource Advocacy & Passages programs (case management) & Life Skills
- Served on Client Services Team which planned & evaluated multiple direct service programs across the agency
- Hired, trained & supervised managers & advocates.
- Served on agency Risk Assessment Team

Manager of Family Advocacy Jun 2002 – Jun 2005

- Responsible for the planning, implementation & evaluation of the family advocacy (case management) program at the emergency shelter
- Hired, trained & supervised family advocates who supported/assisted clients with housing, childcare, employment, legal issues & basic needs
- Assist with the scheduling & coordination of an on-site medical clinic
- Coordinate monthly agency-wide advocates meetings for the purpose of information sharing around community resources



Education

Aug 1994

St. Edwards University, Master of Arts in Human Services, Psychological & Sociological Services, Graduated with a 4.0 GPA

Dec 1989

The University of Texas at Austin, Bachelor of Arts in Psychology with a Minor in Sociology

Other Related Responsibilities

Jan 2000 – Jun 2001, Co-Chair of the Advocacy & Outreach Committee of the Austin/Travis County Family Violence Task Force

Jun 2001 – Jun 2003, Co-Chair, Austin/Travis County Family Violence Task Force

Nov 2009 – Jun 2011, Co-Chair, Austin/Travis County Homelessness Task Force

Oct 2010 – Dec 2011, Co-Chair of Homelessness Prevention/Housing Stability Subcommittee, a joint workgroup of Travis County Basic Needs Coalition & ECHO (Ending Community Homelessness Coalition)

Oct 2012 – Dec. 2014, Co-Chair of Family Violence Supervisors, Subcommittee of the Austin/Travis County Family Violence Task Force

2016 and 2018, Texas Council on Family Violence, Public Policy Committee

2018, Texas Association Against Sexual Assault, Public Policy Committee

3. Project Team

ERIN GOODISON

SENIOR DIRECTOR OF HOUSING –
THE SAFE ALLIANCE

Experience:

Responsible for leading SAFE's Housing Department programs and services, comprised of 24 full-time staff and a \$3.1 million budget. Works collaboratively with other agency programs, external service providers and governmental agencies to ensure client, community and agency goals for housing are met. Responsible for cooperative development and articulation of SAFE's strategic direction for housing, and ensuring that specific program objectives are defined and met.

- Designed and Implemented SAFE's Rapid Rehousing Program. Secured new Housing and Urban Development (HUD) grants targeted for transition-age youth and survivors of domestic violence. Developed effective partnerships with other non-profit organizations, governmental agencies, healthcare providers, and landlords in order to deliver efficient and effective services. Increased number of housing units available to homeless survivors of abuse from 50 to 135 over 4 years, with additional growth expected in the coming year.
- Analyzed outcome data, client feedback, current research and best practice recommendations, and expanded supportive services available to program participants to include Supported Employment, SOAR Services, and Housing Location & Placement. These new services have led to significant increases in participant income and economic opportunity; faster placement in permanent housing; and higher housing retention rates.
- Plans, implements, manages and evaluates SAFE's Housing programs: 50 units of Transitional Housing, 85 units of Rapid Rehousing, Life Skills Training, and all related support services.
- Employs reflective supervision, collaborative leadership, and healthy communication skills in order to provide staff with a supportive and empowering work environment.
- Manages ambiguity associated with meeting survivors' needs, while operating efficiently and effectively; meeting performance standards; addressing risk; reducing liability; and simultaneously addressing individual and communal safety.
- Ensures we provide trauma-responsive, client-centered, and culturally-grounded services to homeless survivors of domestic and sexual violence, human trafficking, and child abuse.

Additional Experience:

Supportive Housing Advocacy Manager | The SAFE Alliance, Austin, TX 2006-2015

Supportive Housing Advocate | The SAFE Alliance, Austin, TX 2003-2006

Shelter Advocate | The SAFE Alliance, Austin, TX 2002-2003

Detainee Project Coordinator/Researcher | Human Rights

Documentation Exchange, Austin, TX 2001-2002



Education

Bachelor of Arts, Art History | University of Kansas, Lawrence, KS

Thought leadership & systems advocacy - highlights

- Advisor, National Safe Housing Task Force & Violence Against Women Act (VAWA) Reauthorization Subcommittee, November 2020 to present
- Co-Founder & Co-Chair, VAWA Housing Protections Work Group, Austin Continuum of Care, 2018 - present
- Advisor, Ending Youth Homelessness Leadership Advisory Council, 2017 - present
- Speaker, Ending Community Homelessness Coalition (ECHO) Spotlight Video Fiercely Focused: The SAFE Alliance, April 2021
- Presenter, Implementing Survivor Peer Support in Housing Programs, Texas Council on Family Violence (TCFV) webinar, January 2020
- Presenter, Assessing Voluntary Services in Transitional Housing: A Collaborative Approach, TCFV webinar, November 2019
- Panelist, Violence Against Women Act (VAWA) Implementation in Continuum of Care, Housing Justice Network Conference, March 2019
- Writer, Survivors Need Affordable Housing, SAFE Blog Post, June 2018
- Presenter, Peer to Peer Support Services, Effective Programming with Voluntary Services Conference, National Network to End Domestic Violence (NNEDV), February 2018
- Presenter, Peer to Peer Support Services, Advanced Voluntary Services Conference, NNEDV, August 2017
- Speaker, Transitional Housing for Survivors of Domestic and Sexual Violence: Podcast Interview & Transcript, American Institutes on Research, November 2016
- Founder & Chair, LGBTQIA+ Task Force at SAFE, 2014 - 2019
- Contract Writer, "The Essential Guide: An Introduction to Advocating for Survivors of Domestic Violence" for TCFV, 2009
- Advisor, Domestic Violence Work Group, Texas Office of the Attorney General - Child Support Division, 2007 Get Child Support Safely

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

T H E S A S H A

Attachment 3(a)

IRS Certification

The IRS Certification for the non-profit co-developer is attached.

OGDEN UT 84201-0038

In reply refer to: 4051091934
Mar. 14, 2017 LTR 4168C 0
74-2320657 000000 00
00027675
BODC: TE

THE SAFE ALLIANCE
PO BOX 19454
AUSTIN TX 78760-9454



035752

Employer ID Number: 74-2320657
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Feb. 01, 2017, regarding your tax-exempt status.

We issued you a determination letter in NOVEMBER 1984, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Date: JUL 09 2003

GROVE PLACE PARTNERS GP, INC.
C/O SAFEPLACE
1515 GROVE BLVD.
AUSTIN, TX 78741

Employer Identification Number:

71-0876762

DLN:

403116000

Contact Person:

BRENDA WILKINS

ID# 52638

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Form 990 Required:

Yes

Addendum Applies:

No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(3).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(3) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

4051091934
Mar. 14, 2017 LTR 4168C 0
74-2320657 000000 00
00027676

THE SAFE ALLIANCE
PO BOX 19454
AUSTIN TX 78760-9454

Sincerely yours,

A handwritten signature in black ink, appearing to read "Jeffrey I. Cooper".

Jeffrey I. Cooper
Director, EO Rulings & Agreement

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

T H E S A S H A

Attachment 3(b)

Certified Audit- NA, see 3d Financial Statements for DMA Development Company

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 3(c)

Board Resolution

The SAFE Alliance Affordable Housing Corporation

Board Resolution

The Board of Directors of The SAFE Alliance Affordable Housing Corporation voted on

January 8, 2023 .

RESOLVED, THAT THE SAFE ALLIANCE AFFORDABLE HOUSING CORPORATION AS APPLICANT AFFILIATE, SOLE MEMBER OF THE GENERAL PARTNER OF THE APPLICANT AND CO-DEVELOPER OF THE SASHA TO BE LOCATED AT 1401 Grove Blvd., AUSTIN, TEXAS 78741 APPROVES ACTION INCLUDING: SUBMISSION OF AN APPLICATION (THE SASHA) TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR HOUSING TAX CREDIT PROGRAM AND MULTIFAMILY DIRECT LOAN PROGRAM FUNDING AND SUBMISSION OF AN application (THE SASHA) TO THE CITY OF AUSTIN FOR RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA) FUNDING AND OTHER MATTERS IN CONNECTION HERewith.

WHEREAS, The SAFE Alliance Affordable Housing Corporation has proposed a development for affordable and supportive, multifamily rental housing located at 1401 Grove Blvd. in Austin, Texas; and

WHEREAS, The SAFE Alliance Affordable Housing Corporation is a 501 (c) (3) with the purpose to provide affordable housing, to enhance the creation of new housing with emphasis on housing for low-income individuals and families, and to promote and create services to encourage health and social services for low-income neighbors in Travis County. The SAFE Alliance Affordable Housing Corporation is a Supporting Organization of The SAFE Alliance; and

WHEREAS, The SAFE Alliance Affordable Housing Corporation will serve as the Sole Member of the General Partner of the Development Owner and Applicant – Grove Supportive Housing Partnership, LP; and

WHEREAS, The SAFE Alliance Affordable Housing Corporation, as Affiliate of the Applicant and Co-Developer, will submit an application to the TDHCA for Tax Credit Program and Multifamily Direct Loan Program funding and an application to The City of Austin for RHDA funding for THE SASHA; and

WHEREAS, The SAFE Alliance has been successfully fundraising for many years and has averaged \$8 million in private dollars annually and expects to continue its fundraising efforts in the future and The SAFE Alliance Affordable Housing Corporation as a Supporting Organization of The SAFE Alliance will benefit from these efforts; and

WHEREAS, The SAFE Alliance Affordable Housing Corporation is irrevocably committed to fund any operating deficits of the Development over the entire Affordability Period, and take all necessary actions to ensure the financial feasibility and viability of Grove Supportive Housing Partnership, LP as it relates to its roles and responsibilities in the Tax Credit Commitment, Multifamily Direct Loan contract, and RHDA contract; and

WHEREAS, the Board of Directors has determined that it is in the organization's best interest and to the benefit of the residents of Austin as a solution to providing highly affordable supportive housing for low-income homeless individuals and families to submit the application described above so that the project may be constructed; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of The SAFE Alliance Affordable Housing Corporation hereby approves this RESOLUTION and AUTHORIZES the Executive Director, Julia Spann, and

Thomasina Tijerina, Board Chair and succeeding board chairs, to enter into all applications and related documents and to sign for and perform any and all responsibilities in relation to the submission of applications to the Texas Department of Housing and Community Affairs for funding through the Tax Credit Program and Multifamily Direct Loan program and to the City of Austin for funding through the RHDA Program for THE SASHA on behalf of The SAFE Alliance Affordable Housing Corporation, individually and as Sole Member of the General Partner of the Development Owner, Grove Supportive Housing Partnership, LP, on behalf of such partnership.

The majority of the Board of Directors adopted this resolution at a meeting of the majority on February 8, 2023.

Signed by: **Thomasina Tijerina**  Digitally signed by Thomasina Tijerina
DN: cn=Thomasina Tijerina, o=The SAFE Alliance
Affordable Housing Corporation, ou=Board Chair,
email=tolanijioke@hotmail.com, c=US
Date: 2023.02.08 11:23:04 -06'00'

Printed Name: Thomasina Tijerina Title: Board Chair

Passed and Approved this 8th (Day) of February (Month), 2023 (Year)

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 3(d)

Financial Capacity, For-Profit Developer

DMA brings vast experience in working with the City of Austin's financing programs such as HOME and GO Bonds, as well as the City's S.M.A.R.T. Housing™. Since the City of Austin implemented S.M.A.R.T. Housing™ in April 2000, DMA has developed or consulted on 15 affordable multifamily projects participating in the program. These include Talavera Lofts, Travis Flats, The Nightingale at Goodnight Ranch, Aldrich 51, Wildflower Terrace, La Vista de Guadalupe, Franklin Gardens, Lyons Gardens, Oak Springs Villas, Manor House Apartments, Benjamin Todd Apartments, Mary Lee Flagship, Mary Lee Charles Place, and Guadalupe I & II Apartments.

On all projects, DMA worked closely with the development team to coordinate with Neighborhood Housing & Community Development staff in order that these projects receive available fee waivers, specialized development review of site plans, subdivision and building permit applications, and in one instance access to city-owned land. DMA has also been retained by the City of Austin to assist with housing and planning studies. Several years ago, the City of Austin contracted with DMA to develop the Affordable Housing Component of the Transit Oriented District Plan and to staff the City's Affordable Housing Incentives Task Force.

Financial information for DMA Development Company, LLC attached.

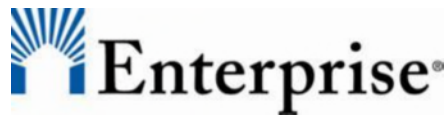
Confidential

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 3(e)

Funding Commitment Letters



February 29, 2024

Ms. Janine Sisak
DMA Development Company, LLC
4101 Parkstone Heights Drive, Suite 310
Austin, TX 78746

Ms. Julia Spann
SAFE Alliance Affordable Housing Corporation
4800 Manor Road
Austin, Texas 78723

Dear Ms. Sisak and Ms. Spann:

Thank you for considering our proposal! This letter outlines the terms and conditions under which Enterprise Housing Credit Investments ("Enterprise") as representative for one or more equity funds will make an equity investment in The Sasha (the "Project") located in Austin, TX.

A. The Project

Involves the new construction of 60 rental units in 1 building, 100% of which will be leased to LIHTC-eligible households. The Project will be a supportive housing development.

Is projected to qualify for:

- \$1,946,000 of annual Federal Low-Income Housing Tax Credits (the "Federal Housing Credit"), based on the following tax credit percentage, which will be locked as of closing: 9% for construction

B. Project Ownership, Fees, Cash Flow and Capital Proceeds Allocations

Sponsored by JSA Development Company, LLC ("JSA") and The SAFE Alliance Affordable Housing Corporation ("SAFE"). JSA and SAFE are also referred to herein as the Sponsor where applicable.

The general partner will be a for-profit subsidiary of the Sponsor (the "General Partner"), which will be a single purpose entity with a 0.01% interest in the partnership. While the LOI refers to an LP structure for the partnership, the Sponsor may subsequently propose to use an LLP or LLC structure.

The Enterprise equity fund will be the limited partner (the "Limited Partner") with a 99.99% interest in the partnership

ENTERPRISE HOUSING CREDIT INVESTMENTS, LLC.

70 Corporate Center • 11000 Broken Land Parkway • Suite 700 • Columbia, MD 21044 • 410.964.0552 • www.EnterpriseCommunity.org

*If there is a discrepancy between any figures shown in this letter, compared to the projections shared by Enterprise, please defer to the projections.

Development Fee – the development fee in the amount of \$2,500,000, will be payable as follows:

- \$1,561,418 is projected to be paid out of equity as detailed in Section C below
- \$0 is projected to be paid from sources other than equity on terms approved by the Limited Partner
- The remainder is deferred and paid from cash flow at the interest rate shown in the projections.

Investor Services Fee - the Limited Partner will receive an investor services fee of \$5,000 inflating 3% per year paid in accordance with Section E. Unpaid investor services fee will accrue without interest and be paid as a priority from subsequent cash flow or proceeds from refinancing or sale

Partnership Administration Fee - the General Partner will receive a partnership administration fee of \$25,000, inflating at 3% per year paid in accordance with Section E. Unpaid partnership administration fee will accrue without interest to be paid from subsequent cash flow or proceeds from refinancing or sale

Gross Income Allocation (GIA) – a priority cash distribution of 90% will be made to the General Partner (accompanied by a special allocation of an equal amount of income) with the remainder to the Limited Partner

Credits and operating profits and losses - will be allocated 0.01% to the General Partner with the remainder to the Limited Partner

Refinance or Sale Proceeds Split – proceeds will be distributed 90% to the General Partner with the remainder to the Limited Partner

C. Pricing of Credits and Schedule of Capital Contribution Payments

The Limited Partner proposes making an investment of \$16,784,000 based upon:

\$0.8625 per dollar of Federal Housing Credit (“Federal Housing Credit Price”)

We assume the Limited Partner will be admitted to the partnership on July 1, 2024. If prior to closing there are material changes in the underwriting or timing assumptions or Enterprise’s cost or availability of capital, the Limited Partner may adjust the investment. Capital contributions (“Payments”), as scheduled in the projections, will be due upon the satisfaction of conditions and delivery of the items outlined below, to the extent not provided at closing, with approval by the Limited Partner. All Payments are contingent upon satisfaction of the conditions of prior Payments, and receipt of reporting items (see Section I below) and representations and warranties to insure the Project’s viability. Additional conditions may be imposed during underwriting and will be reflected in the final partnership agreement (the “Partnership Agreement”). The Partnership Agreement will include certain provisions for the General Partner to cause a sale of the Limited Partner’s interest (but in no event to an affiliate of the General Partner) in the event of a default in making Payments in accordance with the terms of the Partnership Agreement.

First Payment: Admission \$2,517,600 (15%)

Up to the amount projected but limited to the amount needed to cover immediate costs.

\$390,000 of Development Fee (25% of paid fee) will be paid as part of this Payment.

Second Payment: Construction \$5,035,200 (30%)

\$0 of Development Fee (0% of paid fee) will be paid as part of this Payment at 50% and 75% completion.

Loan documents for loans closed as of the admission date

Owner's title insurance policy

Carryover allocation agreement and accountant certified 10% documentation

Balanced draw request (AIA forms G702 and G703)

Support for all soft costs

General contractor lien waivers (which may be conditioned on payment of this installment, if applicable)

All installments of this construction Payment are tied to the construction completion milestones outlined below, as certified by the project architect based on expenditure of costs and subject to acceptance by the Limited Partner and its consultant

Enterprise will fund draws up to the amounts scheduled below on the following schedule:

Date	Amount	% Completion
4/1/2025	\$1,661,616	50%
8/1/2025	\$3,373,584	75%

Third Payment: Completion \$6,557,600 (38.95%)

\$390,000 of Development Fee (25% of paid fee) will be paid as part of this Payment. On

the latest to occur of January 1, 2026 and:

Temporary certificates of occupancy for 100% of the units

Construction completion which requires that the Limited Partner and its consultant accept the architect certification that construction is substantially complete in accordance with the relevant project documents, excepting punch list items that do not impede occupancy on a full rent paying basis provided that funds are escrowed or retained by construction lender to complete them

Radon testing for each building and evidence of mitigation, if required

Title report evidencing there are no recorded mechanics liens that have not been released or bonded against

Partial general contractor lien waiver and current AIA forms G702 and G703

Draft cost certification prepared by the General Partner documenting the

Project's eligible basis, balanced sources and uses, calculation of annual credit

Current source and use schedule for the Project confirming sufficient funds will be available to achieve loan conversion (“Loan Conversion”) which consists of:

- Conversion of all applicable loans to permanent status
- Closing and funding of all permanent loans in accordance with the terms shown on the Projections
- Repayment of all construction loans
- Approval of all loan documents

Required insurance

General Partner's Section 168(h)(6)(F) election

satisfactory evidence of the partnership’s valid and timely election to be treated as an “electing real property trade or business” under Section 163(j)(7)(B) of the Code;

Operating or rental subsidy agreements

Fourth Payment: Conversion/Stabilization \$2,517,600 (15%)

\$625,418 of Development Fee (40% of paid fee) will be paid as part of this Payment. On

the latest to occur of July 1, 2026 and:

Permanent certificates of occupancy for 100% of the units

Final mechanic’s lien waiver and final AIA forms G702 and G703

Final as-built ALTA survey (for projects involving new construction or changes to the footprint of a building due to renovation)

Recorded extended use agreement

Final accountant certified cost certification documenting the Project’s eligible basis, balanced sources and uses, calculation of annual credit

98% documented tax credit qualified occupancy

Credit projection

Stabilization Date, which is the date that is the later of:

- i. Construction completion
- ii. The date the Project has satisfied the required expense coverage ratio (the “Coverage Ratio”) of 1.20 for a period of three (3) consecutive calendar months evidenced as a single time period, with revenues calculated on a cash basis and expenses on an accrual basis. Rental and operating subsidy payments receivable may be included in rental income (up to the projected subsidy income plus any additional subsidy agreed to by the General Partner and Limited Partner) provided such amounts are not more than sixty (60) days in arrears. Revenue shall not include non-recurring revenue nor tenant-based voucher income exceeding maximum Federal Housing Credit rents. Throughout this period, the underwritten physical occupancy of the residential units is achieved and revenue equals or exceeds projected effective gross income. Project expenses (including required reserve funding) will be the greater of:
 1. actual expenses; OR
 2. the lesser of
 - A. the expenses shown on the projections
 - B. the current approved budget

Note that the Coverage Ratio may be adjusted upward during underwriting to maintain appropriate minimum Coverage Ratio during the initial compliance period.

Loan Conversion, which may be simultaneous with equity funding per this Payment

Fifth Payment: 8609 \$156,000 (1.05%)

\$156,000 of Development Fee (10% of paid fee) will be paid as part of this Payment. On

the latest to occur of April 1, 2027 and:

Receipt of IRS Form(s) 8609
Tax return for the first Federal Housing Credit year

D. Adjusters

The maximum aggregate upward adjuster is 5% of the projected total capital contribution and payment thereof shall not be subject to any conditions other than as may be set forth below. The calculation of the adjuster will be subject to the Limited Partner's approval and include no negative tax implications to the Limited Partner. If the unpaid Payments are less than any downward adjustment, the General Partner will make a cash contribution in the amount of the deficiency on an after-tax basis to be distributed to the Limited Partner. The specific adjustments follow:

1. Total Credit Adjuster:

If there is a reduction of total credits of any type at any time, as compared to projections, then the next Payment will be reduced. The amount of the downward adjuster will be the respective credit price multiplied by the reduction of the relevant credits.

If there is an increase of total credits of any type as compared to projections, then the aggregate capital contribution will be increased as of the Payment for which 8609s are received. The amount of the upward adjuster will be the respective credit price multiplied by the increase of the relevant credits.

2. Timing Adjuster:

If there is a reduction in equity according to the following paragraphs, it will be implemented as of the Payment dependent upon the Stabilization Date. Any additional equity funded under this section D.2 will be payable as part of the Payment requiring receipt of the relevant tax return showing the faster delivery, by year. If the Project delivers fewer Federal Housing Credits than shown in the following schedule, total capital contribution will be reduced by \$0.48 per dollar of credit differential, and if the Project delivers more Federal Housing Credits than shown in the following schedule, total capital contributions will be increased by \$0.48 per dollar of credit differential:

2025	2026
\$0	\$1,946,000

The timing adjusters may vary between LOI and final closing as the investor's internal rate of return requirement changes. If the increase in first year Federal Housing Credits results in any loss of Federal Housing Credits due to the 2/3 rule, the increase will be reduced by both the permanent loss of Federal Housing Credits and present value of the rescheduled credit delivery.

3. Recapture Adjuster

If the actual Federal Housing Credits allocated to the Limited Partner on the federal tax return are less than projected (after adjustments per D.1 and D.2 above), or there is recapture of Federal Housing Credits, then the Limited Partner's capital will be reduced by \$1.00 for every dollar reduction in the amount of Federal Housing Credits plus any interest and penalties imposed by the IRS.

If it is determined that a recapture adjuster will be applicable in subsequent years, the full adjuster for the future years will be made at the time of the initial determination. If the unpaid capital contributions are less than this adjustment, the General Partner will make a cash contribution in the amount of the deficiency on an after-tax basis. This contribution will be distributed to the Limited Partner. However, this cash contribution will be limited to the capitalized Development fee ("the LIH Adjustment Limit"). If the adjuster exceeds the capitalized Development fee, the difference will be distributed to the Limited Partner as a priority from available cash flow and/or proceeds upon refinance or sale.

4. Depreciation Adjuster

Failure to make various General Partner tax and Project depreciation elections as called for in the projections and the Partnership Agreement will result in a reduction in capital contributions to reflect the reduction in benefits to the Limited Partner. If unpaid capital contributions are less than such adjustment, the General Partner will be required to make a cash contribution up to the amount of such reduction in tax benefits on an after-tax basis. This contribution will be distributed to the Limited Partner.

5. Excluded Credit Adjustment Amount

There will be no adjuster for any reduction or recapture of credits if such reduction or recapture is due solely to (i) an act or omission attributable to gross negligence or intentional misconduct of the Limited Partner in violation of the Partnership Agreement; (ii) the transfer by the Limited Partner of all or a portion of its interest in the Partnership; or (iii) any change in the Code or change in Treasury Regulations that occurs after the effective date of the Partnership Agreement, with which the General Partner is unable to comply despite the exercise of good faith and reasonable efforts.

E. Application of Cash Flow and Refinance or Sale Proceeds

1. Cash Flow

Cash remaining after funding operating expenses, reserve deposits, and required debt

service will be applied according to the following priorities:

- a) to the Limited Partner for:
 - i. unpaid credit deficiency
 - ii. taxes owed on taxable income allocated to the Limited Partner
 - iii. unpaid Investor Services Fees
- b) to replenish the operating reserve to required level
- c) to the property manager for the cash flow portion of property management fee (if related manager)
- d) to the developer to pay off remaining deferred Development Fee
- e) to the General Partner
 - i. to reimburse operating deficit contributions and credit adjuster advances
 - ii. to reimburse development advances, at the Limited Partner's sole discretion after tax analysis
 - iii. for Partnership Administration Fee (if applicable)
- f) Contingent loan payments with limits for each loan scheduled in the projections and in accordance with the loan documents
- g) A percentage to the General Partner accompanied by a special allocation of income of such amount and the remainder to the Limited Partner per Section B above

2. Capital (Refinance or Sale) Proceeds

The proceeds of a refinance or sale of the Partnership's property, net of paying off outstanding debt, will be distributed according to the following priorities:

- a) to the Limited Partner for:
 - i. unpaid credit deficiency
 - ii. taxes owed resulting from the sale or refinancing
 - iii. unpaid Investor Services Fees
- b) to the developer for unpaid Development Fee
- c) to the General Partner
 - i. to reimburse operating deficit contributions and credit adjuster advances
 - ii. to reimburse development advances, at the Limited Partner's sole discretion after tax analysis
 - iii. for Partnership Administration Fee (if applicable)
- d) Distributions to the General Partner and the remainder to the Limited Partner in accordance with Section B of this agreement.

F. Disposition of the Project or the Limited Partner's Interest

The Limited Partner will have an absolute right to withdraw from the Partnership after the credit period. Beginning after the credit period the Limited Partner may require the General Partner or its designee to purchase the Limited Partner's entire interest in the Partnership for one hundred dollars (\$100.00) and to provide adequate protection against the possibility of tax credit recapture through the end of the compliance period on terms mutually agreed upon by the General Partner and the Limited Partner.

The General Partner will have the following rights to acquire the Project or the Limited Partner interests, as applicable, which will terminate twelve months after each respective

trigger date. However, the General Partner may extend these rights or options for an additional 12 months for a payment of \$15,000 to Enterprise as an additional investor services fee. These rights and options may be extended for an additional 12 months for second payment of the same amount. So long as notice has been provided by the GP to exercise the option with a price identified, then no extension fee will be required if the closing is in process but has not yet occurred by the end of the 12-month period.

1. Purchase of the Limited Partner's Interest

The General Partner will have the option to purchase the Limited Partner's interest at the end of the initial compliance period for a price ("Buyout Price") equal to the greater of (a) the appraised value of the Limited Partner's interest subject to all applicable use restrictions, or (b) any taxes payable by the Limited Partner attributable to the sale of its interest. The Limited Partner shall not have any right to approve or deny the General Partner's exercise of this purchase option or the sale of the interests to the General Partner pursuant thereto but the Limited Partner shall have the right to determine whether the conditions to the exercise of this purchase option or the sale of the interests are satisfied and to approve the computation of the appraised value of the Limited Partner's interest.

2. Early Purchase of the Limited Partner's Interest

The General Partner shall have the option to purchase the Limited Partner's interest for the Buyout Price a) after all credits have been delivered and b) with twelve months prior notice of intent, if the Limited Partner determines in its sole discretion that:

- a) the deal will deliver the internal rate of return projected at closing (adjusted to account for the actual delivery of credits and losses to the Limited Partner through the exercise of the option), even after the exercise of the buyout option;
- b) there are no negative tax consequences to the Limited Partner (other than a reduction in return, addressed above); and
- c) the General Partner provides adequate protection against the possibility of tax credit recapture through the remainder of the compliance period.

3. Purchase of the Project

After the initial compliance period, the General Partner will have the option to purchase the Project for a price equal to the greater of (a) the as-is appraised value of the Project subject to all applicable use restrictions (reduced by customary sales commissions and other customary costs of sale), or (b) (i) the total amount of debt on the Project, plus (ii) any taxes payable by the Limited Partner due to the sale. The Limited Partner shall not have any right to approve or deny the General Partner's exercise of this purchase option or the sale of the Project to the General Partner pursuant thereto but the Limited Partner shall have the right to determine whether the conditions to the exercise of this purchase option or the sale of the Project are satisfied and to approve the computation of the appraised value of the Project.

4. Right of First Refusal

SAFE, or another qualified 501(c)(3) corporation approved by Enterprise, will have a right of first refusal to purchase the real estate of the Partnership for a price equal to the sum of: (i) taxes payable by the Limited Partner due to the sale, and (ii), and outstanding debt secured by the real estate (which may include SAFE's assumption of any such debt).

The Limited Partner shall not have any right to approve or deny SAFE's exercise of the right of first refusal or the sale of the Project to SAFE pursuant to the right of first refusal but the Limited Partner shall have the right to determine whether the conditions to the exercise of the right of first refusal are satisfied and that the right of first refusal is exercised in accordance with the right of first refusal document. The right of first refusal will be triggered upon the receipt by the Partnership at any time after the end of the Compliance Period of any offer from an unrelated third party to purchase the Project. In addition, beginning one year prior to the expiration of the Compliance Period and continuing thereafter, the General Partner shall have the right to market the Project for sale without Limited Partner consent.

Appraiser and Appraisal Considerations

The fair market value of either the Project or the Limited Partner's interest, as applicable, shall be determined by an independent appraiser selected by the General Partner who shall prepare an appraisal of the Project or the Limited Partner's Interest, which appraisal may take into account any factors that the independent appraiser deems, in its sole and absolute discretion, relevant in determining the fair market value of the Project or the Limited Partner's interest. The computation of the fair market value of the Project or the Limited Partner's interest shall be subject to the Limited Partner's reasonable consent. The Limited Partner shall have ninety (90) days after receipt of notice from the General Partner of its intent to exercise the option and including the calculation of the option price based on the appraised value of the Project or Limited Partner's interest, as applicable, in which either to accept the computation of the fair market value of the Project or Limited Partner's interest or to notify the General Partner of its desire to appoint a second appraiser to compute such fair market value. In the event that the Limited Partner fails to notify the General Partner of its consent within ninety (90) days of receipt of such notice it shall be deemed to have accepted the computation. In the event that the Limited Partner notifies the General Partner of its desire to appoint a second appraiser, the Limited Partner shall appoint such appraiser within thirty (30) days after it notifies the General Partner of its election, and the two appraisers shall together appoint a third appraiser within fifteen (15) days after the appointment of the second appraiser. The three appraisers so appointed shall each determine the fair market value within thirty (30) days after the appointment of the third appraiser, and the fair market value shall be the average of the three appraisers' determinations; provided that if one or more of the appraisers' determinations is more than ten percent (10%) higher or lower than the average of the three determinations, such appraiser's determination shall be disregarded in determining the fair market value, and provided, further, that if none of the appraisers' determinations is equal to or less than ten percent (10%) higher or lower than the average of the three determinations, the fair market value shall be the middle of the three determinations.

Any appraiser selected under the foregoing provisions shall be a member of the Master Appraiser Institute and shall have at least five (5) years' experience with appraising projects or limited partner interests, as applicable, in the geographic area in which the Project is located. The General Partner and Limited Partner agree that the following are appropriate factors in the valuation of the fair market value of the Project or the Limited Partner's interest, as applicable (but subject to the appraiser's determination in its sole and absolute discretion that such factors are appropriate in the valuation of the Project or the Limited Partner's interest, as applicable) (1) the existence of continued income and rent restrictions on the Project, (2) any deferred maintenance and capital need requirements set forth in a physical needs assessment prepared by a consultant with at least five (5) years' experience in the low-income housing tax credit industry, (3) the lack of marketability and lack of control rights inherent in a limited partner interest, and (4) any other discounts typically applied to the valuation of a limited partner interest. In addition, in valuing the limited partner interest, the appraiser may use any valuation method deemed appropriate in its professional opinion, which may include the income approach method.

Other Disposition Matters

There will be no requirement for a forced sale of the Project or for the General Partner to solicit a sale of the Project at the end of the Compliance Period.

Investor consent shall not be unreasonably withheld, conditioned, or delayed with respect to any refinancing of the Project in connection with Sponsor's or General Partner's acquisition of the Project or the Limited Partner interests pursuant to the right of first refusal or the purchase options after the end of the compliance period.

The exercise of the purchase options shall be conditioned upon satisfaction of the following at the time of exercise: the General Partner has satisfied all financial and reporting obligations under this Agreement to the Limited Partner, the General Partner is not in material default that has not been cured under any of the Project Documents, Loan Documents or the Partnership Agreement and no event of bankruptcy has occurred or is pending with respect to the General Partner and SAFE Alliance. The exercise of the right of first refusal shall be conditioned upon there being no uncured removal default with respect to the General Partner. The purchase options and the right of first refusal shall terminate upon the removal of the General Partner from the Partnership.

G. General Partner Obligations

All obligations of the General Partner, including but not limited to the following, will be guaranteed by SAFE (the "Guarantor") and JSA Development Company, LLC, jointly and severally through stabilization, at which point SAFE will become the sole guarantor. The General Partner and Guarantor must demonstrate to Enterprise, in its sole and absolute discretion, their ability to provide meaningful guarantees. The covenant for liquidity will be \$1MM and \$5MM net worth during the initial compliance period.

1. Guarantees

- a) Achieve lien-free construction completion, cover all development advances necessary for the completion of the Project, and convert to permanent financing at the amounts and terms shown in the projections. Advances under this guarantee shall be treated as non-interest bearing, cash-flow contingent loans if the Limited Partner reasonably determines, after tax analysis, that such treatment as loans is not likely to reduce tax losses or tax credits allocated to the Limited Partner.
- b) Advance funds needed to cover operating deficits until the later of the Stabilization Date or Loan Conversion.
- c) After the later of the Stabilization Date or Loan Conversion, advance funds needed to cover operating deficits up to 6 months of operating expenses and reserve contributions, currently scheduled to be \$295,000. The duration of this guarantee is 5 consecutive audited years (including the calendar year of Stabilization or Loan Conversion) following the later of Loan Conversion or Stabilization Date (as may be extended until satisfaction of the requirements below). This guarantee will continue until such time as:
 - i. the operating reserve is funded as per Projections
 - ii. the Project has achieved the Coverage Ratio for the final 2 consecutive years of the guarantee period (determined on an annual basis). This ratio may be adjusted during underwriting to maintain a minimum Coverage Ratio during the initial compliance period
 - iii. the project-based rental or operating subsidy and/or service subsidy is in full force and effect per the projections.

Additionally, if there is a reduction in or loss of rental subsidy after the operating deficit guaranty terminates which results in an operating deficit which cannot be funded from the operating reserve, the General Partner will make an operating deficit contribution equal to the lesser of the amount of the operating deficit or the amount of reduction in or loss of the rental subsidy, but in no event shall the General Partner's obligation to fund operating deficits exceed \$300,000. If there is a reduction or loss of rental subsidy prior to the termination of the operating deficit guaranty, the General Partner's total deficit obligation under both guarantees is \$300,000 plus the maximum operating deficit guarantee in the first sentence of this Section (c).

- d) Contribute capital to fund:
 - i. adjusters as described in Section D above;
 - ii. reserve accounts not funded due to capital contribution adjustments; and
 - iii. unpaid Development Fee at the end of the compliance period.
- e) Repurchase the Limited Partner's interest if:
 - (A) At any time before the Project has operated at Break-even for a period of three (3) consecutive calendar months, any loan is in default, after the expiration of any applicable notice and cure period, or an action is commenced and successfully executed to foreclose, abandon, or permanently enjoin the construction of the Project;

OR

- (B) If the Partnership fails to:

- i. For 9% projects, receive a valid carryover allocation or spend the required 10% or place the construction expenses in service by the end of the second year following receipt of a valid carryover allocation (subject to extension to any of the foregoing deadlines permitted by both the IRS and the state tax credit agency)
- ii. Achieve the minimum set-aside test for the Project
- iii. Achieve at least 75% of the projected Federal Housing Credit
- iv. Operate at break-even for 3 consecutive months within 18 months of the completion date
- v. Achieve Loan Conversion
- vi. Maintain any loan commitment which is not replaced by a comparable commitment acceptable to the Limited Partner
- vii. Receive 8609s by December 31 of the second year after the first year of the credit period for the last building placed in service.

If the 8609s are delayed until after December 31 of the year after the first year of credits, then the first year's credits will be deferred until the following tax year. There will be timing adjuster implemented for late delivery of 8609s in the amount of \$.08 cents for the delayed credit per tax year until the tax year that credits can be claimed upon receipt of the 8609s. If the project accountant claims credits prior to 8609 delivery due to reasonable cause (when applicable), this adjuster would not apply.

OR

- (C) Upon an Event of Bankruptcy (taking into account any cure period contemplated in the Partnership Agreement) with respect to the General Partner or the Guarantor (but only if any remaining Guarantor(s) cannot continue to meet the required net worth and liquidity requirements) prior to the completion date.

The repurchase price will be 100% of capital contributions made to date plus interest at the Prime Rate plus 2%, plus the costs and expenses incurred (including reasonable attorneys' fees incurred to enforce these provisions) less the credits allocated to the Limited Partner not subject to recapture.

- f) Indemnify the Partnership and the Limited Partner for any income tax liability on an after-tax basis or costs to remove liens realized by the Partnership or the Limited Partner in any taxable year attributable to any taxable grant not approved by the Limited Partner or to any deemed sale of state credits. This indemnification is a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the insolvency, bankruptcy, removal, or withdrawal of the General Partner.
- g) Indemnify and hold harmless the Partnership and the Limited Partner from any loss incurred due to the General Partner's gross negligence, fraud, willful misconduct, malfeasance, material breach of any representation, warranty, covenant, or agreement, or environmental violations. This indemnification is a recourse obligation of the General Partner and shall survive the dissolution of the Partnership and/or the insolvency, bankruptcy, removal, or withdrawal of the General Partner.

2. Reserve Requirements

- a) The operating reserve (the “Operating Reserve”) will be funded in the total amount of at least 6 months of operating expenses, and reserve contributions, plus the amount necessary to maintain the Coverage Ratio through the compliance period and is currently scheduled to be \$295,290. After the Project has achieved the Stabilization Date and Loan Conversion, the General Partner will be permitted to use the Operating Reserve prior to making operating deficit contributions to the extent the Operating Reserve has been funded as of the date of the deficit. Subject to any required lender approvals, and confirmation by the Limited Partner that the project is achieving an ECR of at least 1.10, amounts in the Operating Reserve shall be released and distributed as cash flow pursuant to the cash flow waterfall no later than sixty (60) days prior to the end of the compliance period.

Upon termination and winding up of the Partnership, subject to the provisions of the Partnership Agreement, any remaining balance in the Operating Reserve shall be used to pay any tax (including exit and transfer taxes) imposed on the Partnership, the Limited Partner and its partners as a result of the sale of the Partnership Property or Limited Partner interest and winding up of the Partnership or for other uses approved by the Limited Partner. Paying off Sponsor notes is an eligible use of these funds.

- b) The lease-up reserve (“Lease-Up Reserve”) must be budgeted in the amount needed to cover the projected deficits prior to the Stabilization Date. Borrowing authority under construction period loans may be used as a source. After the Stabilization Date, unused funded Lease-Up Reserve will reimburse development advances or reduce deferred Development Fee or partner or other loans (with the approval of the Limited Partner) with any remaining balance deposited into the Operating Reserve.
- c) The replacement reserve (the “Replacement Reserve”) will be funded from operations in the amount of \$300 per unit per year, increasing 3% annually and \$0 will be capitalized. For rehabilitation projects, the physical needs over time analysis may indicate that a higher annual contribution is required.

H. Opinion of Counsel & Syndication Costs

The Limited Partner's attorneys will prepare the Partnership Agreement, review due diligence, and prepare the tax opinion. The Partnership will pay the Limited Partner's attorney fees, estimated to be \$55,000, but could be greater in the event of an extended closing schedule or extraordinary deal complexities.

The Limited Partner will require a satisfactory opinion of Partnership's counsel on certain corporate and other matters including formation of the Partnership, limited liability of the Limited Partner, no conflict between the Partnership Agreement and other binding contracts, no litigation, etc. The General Partner and the Partnership's counsel will prepare all other necessary documents, collect due diligence, legal opinions, and perform other work necessary to complete the transaction.

The Partnership will pay the costs, estimated to be \$35,000, of construction plan review and inspections as commissioned by the Limited Partner.

I. Reporting

The Partnership will deliver to the Limited Partner:

- a) Construction progress reports
- b) monthly lease-up report within 15 days after each month
- c) The Partnership will be required to prepare quarterly and annual reports in form and substance satisfactory to investor as set forth in the Partnership Agreement.
- d) annual draft audited financial statements and draft tax returns not later than 45 days after the end of each year (60 days for years 1-3, inclusive of the year of closing) and final audited financial statements and final tax returns not later than 60 days after the end of each year (75 days for years 1-3, inclusive of the year of closing). The audit and tax return must be prepared by a certified public accountant approved by Enterprise. Late delivery of annual audited financial statements or tax returns obligates the General Partner to pay to the Limited Partner the sum of \$50 dollars per day for the first 30 days such audit or tax return is late, and \$100 per day thereafter, but in no event more than \$5,000 total in any year.

J. Additional Requirements

In addition to the conditions set forth above, any investment by the Limited Partner is contingent upon availability of capital at the time of closing and upon review and approval by Enterprise's Investment Committee, in its sole and absolute discretion, of all of the following:

- Documentation disclosing the individuals or entities that will have legal decision-making authority throughout the tax credit compliance period
- Market demand, Rent, and Operating Expenses
- Management Agent and Management Plan
- Phase I Environmental Assessment including radon, lead paint and asbestos reports, as applicable
- Commitments and documents from all other sources of financing
- Legal or other opinions
- Any other items material to the underwriting of the Project
- Partnership Agreement
- Investor approval

Enterprise may waive any of the conditions to closing set forth in this letter. The waiver of any condition does not constitute a waiver of any remaining conditions.

The Sponsor acknowledges that this letter of interest is proprietary and confidential and may not be shared with competing investors or any other developer. Upon execution of this letter, Enterprise will commence its underwriting and due diligence review and will have its outside counsel commence the preparation of the transaction documents. The Sponsor agrees

that Enterprise will have an exclusive right to syndicate the credits for this Project which will terminate if the Limited Partner has not been admitted to the Partnership within 90 days after the projected closing date. Either Enterprise or Sponsor may terminate this letter if the Limited Partner has not been admitted to the Partnership within 90 days after the projected closing date. Further, or to the extent there is tax or regulatory reform prior to closing, terms are subject to renegotiation.

This letter of interest will expire if the counter-signed copy is not received by Enterprise by the 3rd day after the date of this letter. Please remit one fully executed copy right away. We look forward to working with you!

Sincerely,
ENTERPRISE HOUSING CREDIT
INVESTMENTS



Reagan Maechling, Vice President

Agreed and accepted:

By: 

Title: Julia Spann, Executive Director of The SAFE
Alliance Affordable Housing Corporation, a
Texas non-profit corporation

By: 

Title: Janine Sisak, Member of JSA Development
Company, LLC, a Texas limited liability company

PROJECT ASSUMPTIONS

The terms and conditions are based on the following assumptions, which may be adjusted prior to closing:

1. Market rents as established by the Enterprise market analyst are at least 10% above the scheduled unsubsidized rents and at least equal to the rental subsidy contract rents.
2. Total vacancy loss (physical vacancy plus loss to lease and bad debt) rate of 5.77%.
3. Annual operating expenses of \$9,543 per unit net of Replacement Reserves and Investor Services Fee.
4. Should the Project not break even, the property management fee paid to parties related to the General Partner or Guarantor will be deferred and collected from cash flow.
5. Enterprise assumes that the rate for the permanent mortgage will be locked at closing using a fixed-rate construction-permanent product or a forward commitment which encompasses the projected construction, leasing, and stabilization period with a cushion. Swaps are not acceptable. Debt service covenants which would put the project into default as long as payments are being made are generally unacceptable.
6. The project will have rental subsidy in the form of project-based Section 8 vouchers for a period no less than 15 years on 25 units. In the event the rental subsidies are not in full force and effect as per the projections, we assume the property could achieve \$692,148 base year gross rent potential due to adjusted use and rent restrictions. The following adjustments to use and rent restrictions and operating expenses which need to be supported during underwriting follow:
7. The Project contractor will provide a 15% letter of credit or 100% payment and performance bond. Retainage will be 10% through completion unless limited by state law.
8. Construction will begin by July 1, 2024 and will be complete by December 1, 2025. The current allocation of 2023 credits will be swapped out prior to closing for 2024 credits (so that there is at least 4 months of cushion between the contractual completion date and the PIS deadline).

Liquidated damages for delayed delivery will be built into the General Contract according to the following minimum standards:

Contracts up to \$5MM: \$500 per day

Contracts over \$5MM up to \$10MM: \$1,000 per day

Contracts over \$10MM up to \$15MM: \$1,500 per day

Contracts over \$15MM up to \$20MM: \$2,000 per day

Contracts over \$20MM up to \$30MM: \$2,500 per day

Contracts over \$30MM up to \$50MM: \$3,000 per day

Contracts over \$50MM up to \$75MM: \$3,500 per day

Contracts over \$75MM up to \$100MM: \$4,000 per

9. The General Partner agrees that in the event the Limited Partner or its designee does not reasonably project that the building will be placed in service by December 1, 2025, the General Partner, if so directed by the Limited Partner, will (a) request acceleration of the construction schedule in a best effort to receive issuance of a temporary certificate of occupancy for the Project by December 31, 2025 and in accordance with the General Contractor contract, or (b) at the Project's expense, timely submit a request that satisfies all conditions under the applicable Qualified Allocation Plan of the State to return the allocation of 2023 Credits to the Company and obtain an allocation of 2024 Credits (or from a later year) in an amount equal to the 2023 Annual Credit Allocation.
10. For projects in Uniform Building Code zones 3 or 4, a seismic survey will be required. Enterprise will not invest in projects with a Scenario Expected Loss ratio (SEL) above 40% post completion. Until such time as the SEL is below 20%, then earthquake insurance sufficient to cover replacement with a deductible of no more than 5% of insured value will be required.
11. Depreciation according to the following base election schedule, but with special allocations as specified in the projections (including depreciating soft costs pro-rata according to the useful lives of the hard costs):

Depreciation Assumptions

Is FP GP a For-Profit Subsidiary of a Non-Profit?
 Will a 168 (h) (6) Election be made?
 Is there a Commercial Depreciation Override?
 Will there be a Building by Building Override?
 Will there be Soft Cost Allocation?
 Depreciable Life of Building
 Depreciable Life of Furniture, Fixtures, Equipment
 Depreciable Life of Site Work
 Will there be Bonus Depreciation?

Yes	
Yes	
No	
No	
Yes	
30.0	Years
5	Years
15	Years
Yes	

12. The financing and tax structure will be approved by our tax attorney.

Project Loan Information:

Important:

Enter Loans in Lien Priority at Sale

Lender Name

Financing Source

Loan Amount: Base year: 1.38

Interest Rate: Year 15: 1.20

Mortgage Insurance Premium

Fixed or Variable

Term (Years):

Amortization

Loan Type

Loan Repayment Type

Loan First Payment Date:

No. of Months in First Year:

Monthly Payment

Annual Payment:

MIP Payment (1st Year):

Non-Recourse Loan?

Related Party Loan?

New or Assumed Seller Debt?

Loan Restrictions

HUD Deal/Conversion Required

* Bellwether Enterprise Real Estate Capital, LLC

CASH FLOW CONTINGENT LOAN OPTIONS (DO NOT COMPLETE CELLS BELOW FOR LOANS THAT ARE "MUST-PAY")

Percent of Cash Flow Available:

Interest Rate Paid (if different)

Interest-Only or P&I

Compound Interest-See Eff. Int. Calc. for Simple Int.

Fixed Payment

Accrued Interest During Construction:

Comments:

Loan Maturity Due Date

37.5% DDF

LOAN 1	LOAN 2	LOAN 3	LOAN 4	LOAN 5
DDF	DDF	Accrued Ground Lease		
Other	Other	Other		
1	1	5.00%		
Fixed	Fixed	Fixed	Fixed	Fixed
40	15	65		
40	15	65		
Cash Flow Contingent	Cash Flow Contingent	Cash Flow Contingent		
1/1/2026	1/1/2026	7/1/2026	1/1/2026	1/1/2026
6	6	6	6	6
0	0	0	0	0
0	0	0	0	0
Non-Recourse	Recourse	Non-Recourse	Recourse	Non-Recourse
Non-Related Party	Related Party	Non-Related Party	Related Party	Non-Related Party
50.00%	100.00%	100.00%	100.00%	100.00%
3.00%	8.00%	5.00%	0.00%	0.00%
P&I	P&I	P&I	P&I	P&I
Compound	Compound	Compound	Compound	Compound
363,546		100,000		
6/30/2066	6/30/2041	6/30/2091		

Construction Loan Information

Lender Name:

Loan Amount:

Interest Rate:

Fixed/Variable:

Term (Months)

Bonds/Construction

Loan #1

Construction Loan

8,500,000

8.00%

Fixed

24

Construction

Loan #2

City of Austin (RHDA)

6,795,000

3.00%

Variable

24

Construction

Loan #3

Variable

Other Sources	Financing Source	Amount
General Partner		100
City of Austin Fee Waivers	Other	150,000
Accrued Ground Lease During Construction	Other	100,000
Accrued Soft Loan Interest During Const	Other	363,546

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

T H E S A S H A

Attachment 4(a)

Market Study

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 4(b)

Neighborhood Plan

DMA and SAFE are committed to reaching out to area neighborhood organizations to obtain their feedback throughout our development processes. SAFE has long-standing relationships with the Montopolis Neighborhood Association and Contact Team.

Our development is a permanent supportive housing development benefiting lower income and other vulnerable tenants. This fits exactly with the neighborhood's goals, particularly Goal #2 (Homes for all stages of life within Montopolis).



GOOD NEIGHBOR POLICY

THE SASHA

1401 Grove Blvd.
Austin, TX 78741

CONTACT

Julia Spann
The SAFE Alliance
4800 Manor Rd.
Austin, TX 78723
(512) 689-3007
jspann@safeaustin.org

COMMUNICATIONS PLAN FOR NEIGHBORHOOD ENGAGEMENT

The SAFE Alliance is committed to working with the neighborhood and key stakeholders to communicate information about the development and target population.

The following steps have already or will soon be taken to communicate with the neighborhood surrounding the proposed development:

Preliminary Research: Using the City of Austin's Community Registry site and general Internet searches, the team researched the neighborhood organizations that contain the proposed site and identified the following active organizations.

Montopolis Neighborhood Plan & Contact Team
Montopolis Community Alliance

Neighborhood Plan: The development is located in the Montopolis Neighborhood Plan Area located at the link below:

https://www.austintexas.gov/sites/default/files/files/Housing_%26_Planning/Adopted%20Neighborhood%20Planning%20Areas/17_Montopolis/montopolis-np.pdf



- 1) **Neighborhood Contact:** The Developer has already reached out to the neighborhood organization(s) to share info on plans for the development of The Sasha.
- 2) **Neighborhood Notification** – The organizations above were notified as part of the TDHCA notification. The team will continue to communicate with the neighborhood and publicly engage, as a neighbor, on the plans for development of the site.
- 3) **Neighborhood Engagement** – At a future neighborhood meeting, the team will present information about their firms, plans for design of the building, and discuss tenancy and what services will be offered.
 - After initial contact, meetings will be scheduled with any organization that should request such.
 - The SAFE Alliance will invite neighborhood members to volunteer events to get more involved with the project.
- 4) **Implementation/Ongoing Relations** – The SAFE Alliance will implement the following processes to encourage ongoing relations with neighborhood members:
 - Neighborhood members will be invited to the Ground Breaking and Ribbon Cutting events that will be held for the property. Neighborhoods will be given recognition for their support.
 - The property will invite neighborhood members to participate in services programs being offered at our community.
 - The property will invite and educate neighborhood members on the many ways to volunteer with the property.
 - The SAFE Alliance will establish an open-door policy so that neighborhood members will feel comfortable communicating any concerns with either the on-site property management or the single point of contact.

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 4(c)

S.M.A.R.T. Housing Letter



City of Austin

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

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

January 26, 2023

S.M.A.R.T. Housing Certification Grove Supportive Housing Partnership 1401 Grove Blvd. (ID 888)

TO WHOM IT MAY CONCERN:

Owner Grove Supportive Housing Partnership (development contact: Mark Gilbert; ph: (512) 674-0773; email: markg@dmacompanies.com) is planning to develop The Sasha, an 60-unit multifamily residential and supportive housing development at 1401 Grove Boulevard, Austin, Texas 78741.

A minimum of 24 (40%) of the units will be leased to households at or below 80% Median Family Income (MFI). The project will be eligible for a 100% waiver of fees listed below. The project will be subject to a minimum 5-year affordability period after issuance of a certificate of occupancy, unless funding requirements are longer.

The Housing and Planning Department (HPD) certifies the proposed project meets the S.M.A.R.T. Housing standards at the pre-submittal stage. Since 12% (7) of the units will serve households at or below 30% MFI, 40% (24) of the units will serve households at or below 50% MFI, and 48% (29) of the units will serve households at or below 60% MFI, the development will be eligible for 100% waiver of fees listed in Land Development Code, Chapter 25-1-704, as amended or other fees waived under a separate ordinance except for Austin Water Utility (AWU) Capital Recovery Fees. This development is fully in accordance with the requirements under the Texas Local Government Code, Chapter 395.16(g) and 42 U.S.C. Section 12745 (A)(1) as it relates to how housing qualifies as affordable housing and therefore **all of the units will be eligible to receive Austin Water Utility Capital Recovery Fee (CRF) waivers**. The expected fee waivers include, but are not limited to, the following fees:

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

Concrete Permit
Electrical Permit
Subdivision Plan Review
Parkland Dedication Fee
(by separate ordinance)
Regular Zoning Fee

Mechanical Permit
Plumbing Permit
Zoning Verification
Land Status Determination
Building Plan Review

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

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

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

- ◆ Pass a final inspection and obtain a signed Final Approval from the Green Building Program. (Separate from any other inspections required by the City of Austin or Austin Energy).

- ◆ Pass a final inspection to certify that the required accessibility or visitability standards have been met.
- ◆ An administrative hold will be placed on the building permit, until the following items have been completed: 1) the number of affordable units have been finalized and evidenced through a sealed letter from project architect and/or engineer, 2) a Restrictive Covenant stating the affordability requirements and terms has been filed for record at the Travis County Clerk Office.

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

Please contact me by phone 512.978.1594 or by email at brendan.kennedy@austintexas.gov if you need additional information.

Sincerely,



Brendan Kennedy, Project Coordinator
Housing and Planning Department

Cc: Kristin Martinez, AE

Jonathan Orenstein, AWU

Mashell Smith, ORS

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

Attachment 4(d)

Memorandum of Understanding with ECHO



Memorandum of Understanding (MOU) Between Ending Community Homelessness Coalition (ECHO) and The SAFE Alliance (SAFE) for the Rental Housing Development Assistance (RHDA) Program

This Memorandum of Understanding is made by and between the Ending Community Homelessness Coalition (ECHO) and SAFE (Owner/Agent) and is effective as of February 3, 2023 (Effective Date).

I. RECITALS AND TERM

- SAFE will dedicate 60 units at The Sasha to the Austin/Travis County Homelessness Response System (HRS).
- HRS unit commitments from this MOU will be fulfilled by one of the following or a combination of both:
 - CoC – these are units that are available by referral from ECHO for households who have been enrolled in a tenant-based permanent housing program. ECHO makes these units available to clients of local service agencies who provide tenant based rental assistance and services, either through a Rapid Rehousing or Permanent Supportive Housing program. The local service agencies administering the tenant-based program receive their client referrals through the Coordinated Entry System. CoC units at The Sasha will be the most affordable and require the lowest area median income (AMI) out of all units at The Sasha.
 - Site-based Program Units – these are units that have a HRS program, typically Permanent Supportive Housing (PSH), set up as a project in the Homelessness Management Information System (HMIS) tied to the property referenced in this MOU. Clients will be directly referred from the Coordinated Entry System to be enrolled in services and housed at the property. Site-based units must follow the CoC written standards for their intervention type.
- The Total Number of CoC units and/or Site-based Program Units at The Sasha will be 60 units.
- The Sasha is responsible to notify ECHO as soon as possible, or at least 6 months prior to lease up of the property, to designate the HRS units as CoC units and/or Site-based units. This will require the execution of an additional MOU between SAFE and ECHO at that time. Total HRS commitments can be met with a combination of CoC and site-based program units or be designated as just one.
- Qualifying applicants will be referred to SAFE through ECHO.
- If the City of Austin or Austin Housing Finance Corporation approves RHDA financing for SAFE for the Property, the terms of this MOU are incorporated into the RHDA loan documents, and the MOU term will not terminate until the expiration of the term of the SAFE RHDA restrictive covenant unless mutually agreed upon in writing by SAFE and ECHO.
- In the event that SAFE intends to market the Property for sale, SAFE will provide ECHO with at least six months advanced written notice. SAFE will provide advanced written notice of any contract to purchase the Property at least 90 days before the closing of the sale. This notice is not intended to provide ECHO with any property claims to the Property, but rather to provide ECHO an opportunity



to prepare for and respond to any transition in ownership of the Property, including without limitation time to negotiate an MOU with the new owner of the Property.

- This MOU is intended to hold the owner/agent accountable to make HRS units available to ECHO for the life of the property's affordable housing obligations to the City of Austin.
- The property must follow housing first principles for all HRS units. The units cannot have screening criteria more stringent than allowed by the RHDA requirements and are encouraged to keep the screening requirements as low as possible.

II. SUMMARY OF RESPONSIBILITIES

- SAFE will notify ECHO of the intention to designate HRS units as CoC and/or Site-based program units at least 6 month/s prior to initial lease up of the property and enter into an additional MOU outlining that commitment.
 - For CoC units, SAFE will enter in a MOU with ECHO outlining referral and vacancy referral expectations.
 - For Site-based program units, SAFE will enter in a MOU with ECHO outlining their commitment to creating a site-based project in HMIS.
- SAFE will make the HRS units available to the HRS for the affordability period of the property. If a HRS tenant vacates a property, the property must make the next available unit available to HRS, by notifying ECHO of that vacancy.

III. ESTABLISHED POINTS OF CONTACT

All notices under this MOU shall be sent by electronic mail, personally delivered, or mailed by United States certified mail to the parties listed below:

ECHO Point of Contact

Name: Jezzmen McPeters

Title: Associate Director of Housing and System Advancement

Phone: (512) 522-0277

Email: jezzmenmcpeters@austinecho.org

Address: P.O. Box 150249, Austin, Texas 78715

Website: www.austinecho.org

Owner/Agent Point of Contact



Name: Erin Goodison

Title: Senior Director of Housing

Phone: 512.356.1691

Email: egoodison@safeaustin.org

Address:

Website: safeaustin.org

IV. MISCELLANEOUS

This MOU may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Delivery of this MOU may be accomplished through facsimile or a PDF through electronic mail.

Owner/Agent or Buyer may assign this MOU, but only with the written consent of the other party.

V. MOU SIGNATURES

ECHO

Name: Matthew Mollica

Title: Executive Director

Phone: -

Email: matthewmollica@austinecho.org

Address: P.O. Box 150249, Austin, Texas 78715

Website: www.austinecho.org

Signature: Matthew Mollica
Matthew Mollica (Feb 6, 2023 11:31 CST)

Date:



SAFE

Name: Julia Spann

Title: CEO

Phone: 512-927-4741

Email: jspann@safeaustin.org

Address: PO Box 19454, Austin, TX 78760

Website: www.safeaustin.org

Signature:

Date: February 6, 2023

RENTAL HOUSING DEVELOPMENT ASSISTANCE
(RHDA) Application for Rental Development Financing

Attachment 4(e)

Description of General Supportive Services

Experience Providing Housing Stability Support

SAFE provides TAC Chapter 51 Family Violence Program services, including:

Residential & Support Services

- Shelter: Emergency shelter for individuals/families who are victims of DV.
- Transitional Housing & Rapid Rehousing: Centralized screening, housing assistance, and supportive services to increase safety and housing stability.
- Grove Place Apartments: permanent housing with long-term support to help survivors stay housed.
- Community Resource Advocacy: Case management for adult victims working toward financial stability.
- Children's Services & School: Supporting youth development, school enrollment, and graduation leading to higher education, gainful employment, and housing stability in the future.

Shelter. Upon intake, the initial length of stay policy for SAFE's emergency shelter is 30 days. During this time, clients will receive safety planning assistance, work with a case manager to set goals, and be connected with support services such as counseling, legal services, and life skills training to assist in activities such as finding stable employment, securing housing, and managing finances. At the end of the 30 days, it is expected that clients move to another form of safe housing. They are also encouraged to place their name on waitlists for other shelters if they anticipate a need for more time in shelter. Shelter policies and expectations, including exit policies, are laid out in a welcome packet provided to all residents upon entering shelter.

In extenuating circumstances where a client may have a high risk of lethality, or is experiencing barriers to accessing safe housing (such as mental health issues, substance abuse, or a criminal history), SAFE will grant an additional 30-day extension. Clients will commonly have a total length of stay approximately 50-60 days. Exceptions may also be made when a client is in the process of being permanently housed, to prevent a temporary period of homelessness. Upon exiting our residential shelters, clients are still able to access additional programs provided by SAFE, such as counseling and therapeutic services, CARES programming for survivors of trafficking, parenting support, community resource advocacy, and legal services. The length of service for each of these programs is determined on a case-by-case basis depending on the needs of the survivor.

Transitional Housing. SAFE's Supportive Housing Program (SHP) meets community need by serving as a bridge to permanent housing by providing housing assistance and voluntary supportive services. SHP is housing first, serving highly vulnerable households unable to move to permanent housing due to safety risks. SHP prioritizes using Coordinated Entry based on vulnerability and risk. The program provides child-focused services, including linkages to child care, school enrollment, transportation planning, homework support, and mentoring. SHP is located by two bus stops and accessible to door-to-door transit services. Bus passes are provided upon request. The program is funded by the local Continuum of Care (CoC). CoC funding is essential as it allows services offered by SAFE to integrate into the homeless system; and ensures that households needing safety planning, victim-centered services, and trauma-informed

care quickly access stabilizing resources focused on ending homelessness among an extremely vulnerable subpopulation.

Rapid Rehousing (RRH). The project is housing first and also supported by the local CoC. SAFE partners with Coordinated Entry to ensure that survivors are prioritized and offered referrals through a confidential and anonymous system. SAFE staff collaborate with the Ending Community Homelessness Coalition (ECHO) Housing Team on housing placement services to ensure survivors move into permanent housing (PH) within 30 days of enrollment with VAWA protections. Rental assistance is provided for 6-24 months via progressive engagement. Case managers (CMs) determine program eligibility, assist with PH placement, coordinate service planning and determine rental assistance; assist with housing stability; and offer risk assessment and safety planning. The SOAR Benefits Specialist assists participants to access Social Security Disability Benefits and other mainstream benefits. The RRH Manager supervises CMs and oversees service coordination. SAFE counselors use solutions-focused therapy; and Peer Support Specialists help develop whole health action plans on problem solving and coping strategies. Our CoC grant subrecipient, Caritas, provides supported employment services and assists with developing individualized employment plans, including resume building, application and interview preparation, referral to vocational programs, and access to a network of over 200 community employers. Other community partners include: Foundation Communities that provides tax preparation, financial coaching, and money management classes; Goodwill providing assistance with job search and skill building; Austin Recovery and Communities for Recovery, providing substance abuse services; CommUnity Care and Planned Parenthood provide medical services; mental health services are provided by Integral Care; and expanded legal services are provided by American Gateways and Texas Rio Grande Legal Aid.

Grove Place. Grove Place is SAFE's permanent affordable housing community. In 2003, SAFE entered into a partnership to build and operate 184 units of affordable housing on Grove Blvd. Thirty six of the 184 units are market rate. The remaining 148 units are offered at reduced rental rates for people who have incomes at 30, 40, 50 and 60% MFI. The Grove Place Board and SAFE consistently maintains rental rates lower than the HUD allowable rates for those in 30% and 40% units. SAFE additionally coordinates social services at Grove Place. This past year, SAFE staff coordinated rental, utility, food and other assistance to more than 70 vulnerable families at Grove Place, ensuring that their housing stayed stable. The complex is located only less than half a mile away from SAFE's Grove campus, where the majority of social and housing stability services are provided.

Tenant-Based Vouchers. SAFE has a long history of using tenant-based vouchers to increase affordable housing choices for families receiving services, most of whom are low-income. Tenant-based vouchers have allowed families freedom of choice among privately-owned rental housing that accepts these vouchers.

Supportive Services

Overview: Supportive Services for tenants of the Lancaster will be available for as long as requested. SAFE will incorporate a progressive engagement approach, meaning that, based on the tenants circumstances, supportive services will increase or decrease over time.

SSI/SSDI Outreach, Access, and Recovery (SOAR) benefits services: Lancaster residents will be assisted to gather information to complete SSI/SSDI applications. SOAR services also include outreach; writing SOAR medical summary reports for individual applications; accompanying individuals to Social Security appointments; and coordinating visits to see medical doctors, psychiatrists, and other specialists to obtain evidence for qualification.

Peer Support: Peer support is designed to invite survivors to better connect with themselves, others, and reclaim their personal power. Survivors on staff are individuals who have experienced violence and are reclaiming their own personal power. The Peer Support philosophy is based on mutual connection and equity. SAFE's Peer Support program is survivor led, trauma-informed, and survivor-centered to support abuse survivors navigating complex criminal justice and social service programs. Peer Support Services nurture hope, reduce isolation, and promote increased self-confidence, safety planning strategies, and empowerment. Activities include weekly individual and peer support groups, volunteer training and supervision, and technical support service coordination.

Case Management: Case Managers serve as a resource person/caseworker to tenants requesting case management services from SAFE to help with their immediate and concrete needs through information, referral, and advocacy. Case Managers: provide short- and long-term case management including safety planning and housing permanency; screen and determine tenant eligibility for services and when appropriate, matches tenants with various financial assistance programs; meet individually with tenants to help with immediate problem solving to assess concrete needs; assist tenants in acquiring skills necessary to maintain independent housing, including budgeting, identifying and seeking needed resources, accessing training, life skills, etc.; maintain current information about local social service agencies, medical, legal, housing, transportation, financial support/funding options, crisis services, educational, employment, mental health, childcare, and others; and regularly coordinate tenant services with other direct services staff.

Program Management: The Program Manager will ensure that all program components are appropriately administered to tenants.

Program Direction: The Program Director will monitor tenant access and linkages to program components.

24-hour desk clerks: The Desk Clerks will assist tenants with service coordination.

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

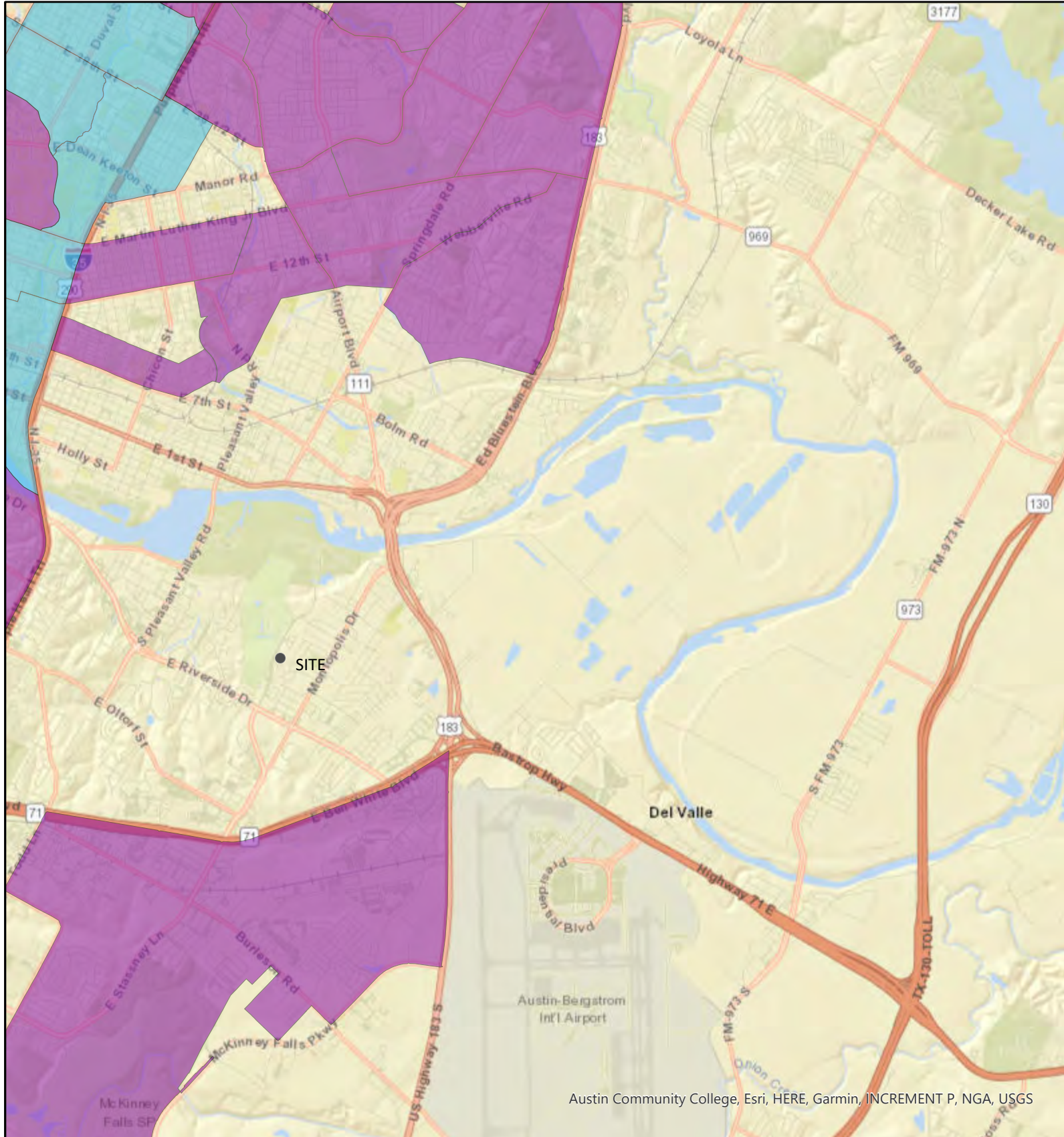
Attachment 5(a)

Real Estate Appraisal

RENTAL HOUSING DEVELOPMENT ASSISTANCE
(RHDA) Application for Rental Development Financing

Attachment 5(b)

Maps of Property



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



Opportunity Map: The Sasha

The Sasha is not located in a High Opportunity or Emerging Opportunity Area



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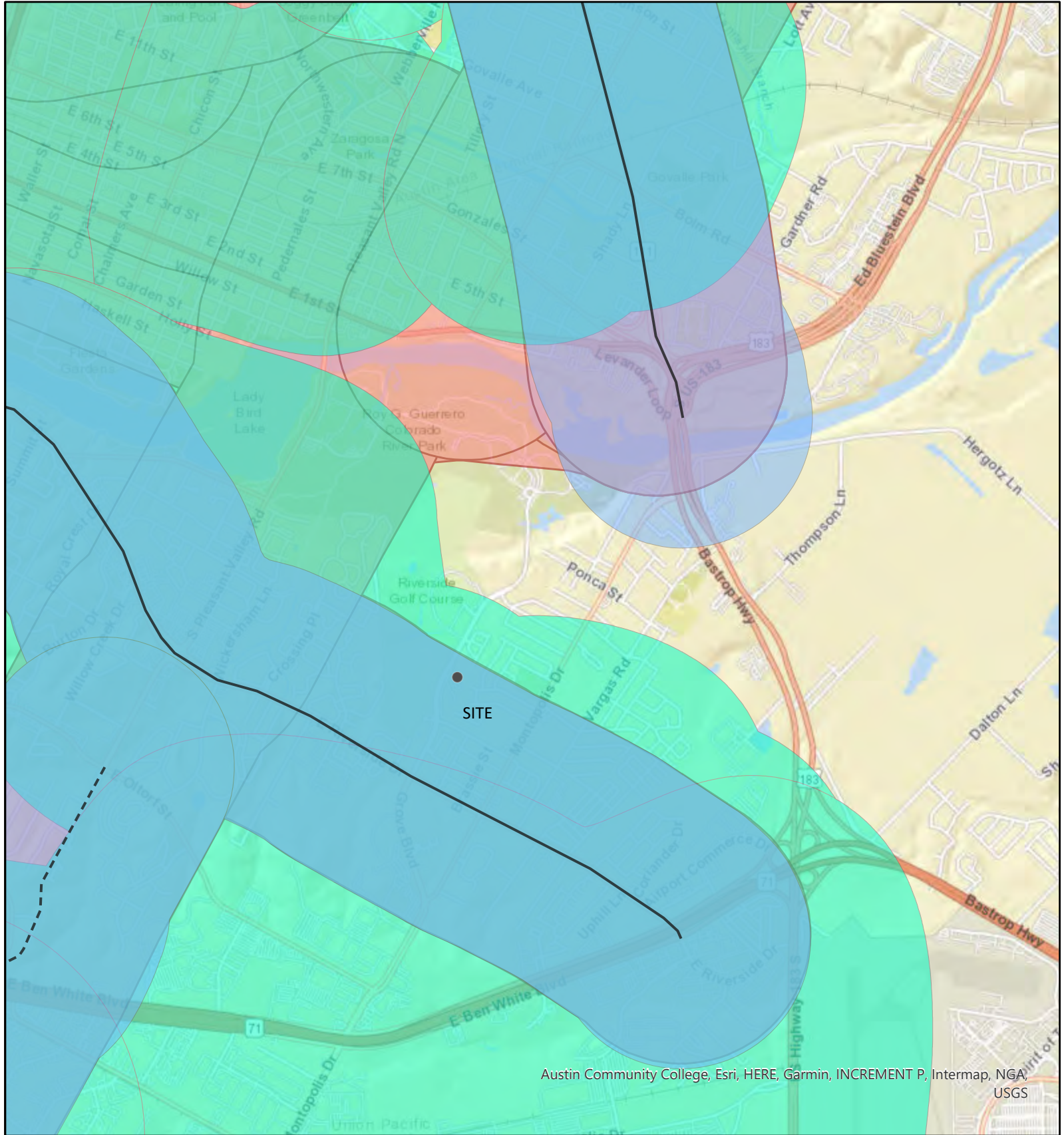


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27 January 2023 ArcGIS Web AppBuilder

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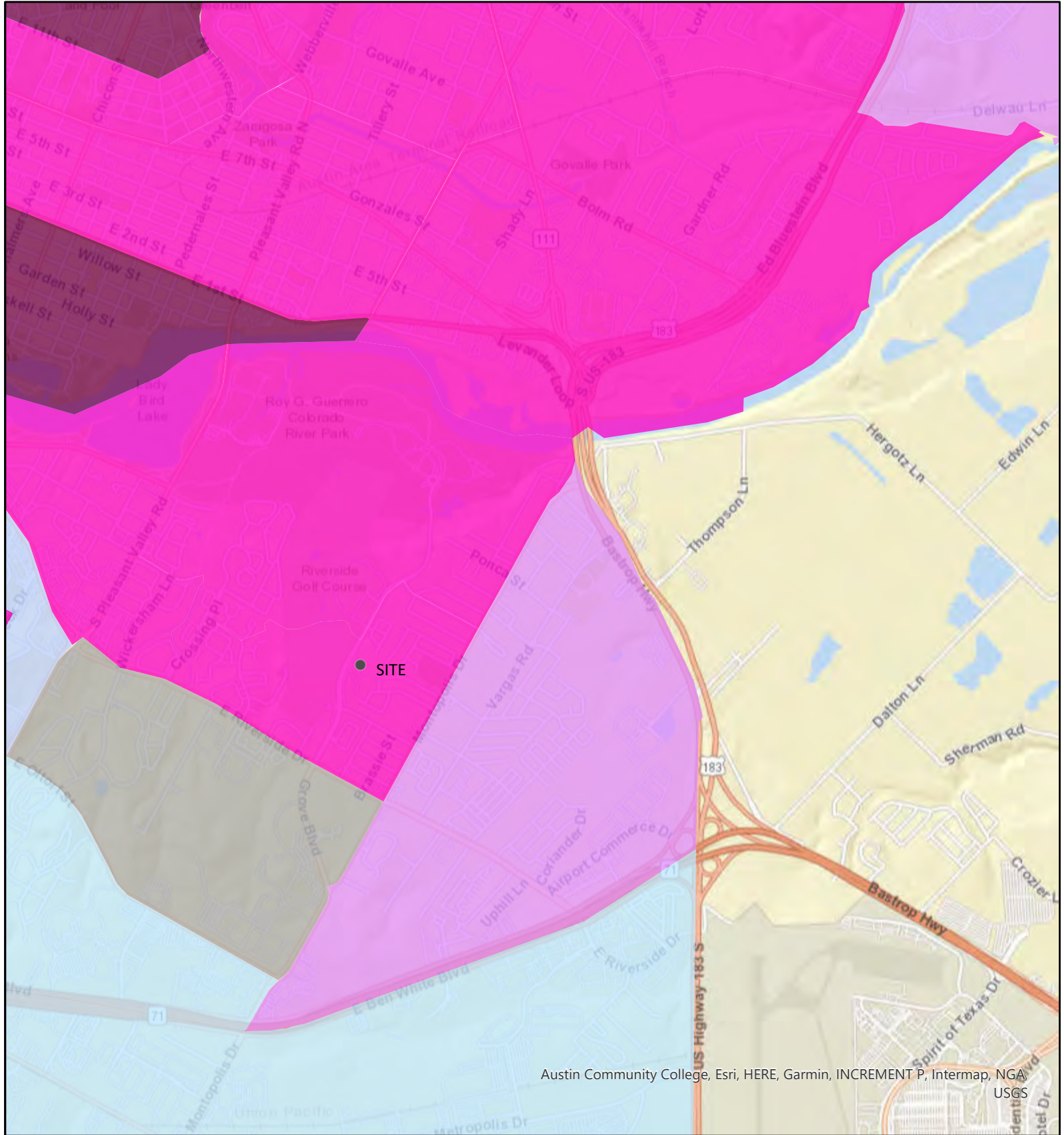
Mobility Corridor: The Sasha

The Sasha is located within 1/2-mile of the Riverside Drive Mobility & Activity Corridor and Riverside Stations Activity Center.

27 January 2023 ArcGIS Web AppBuilder

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Austin Community College, Esri, HERE, Garmin, INCREMENT P, Intermap, NGA, USGS

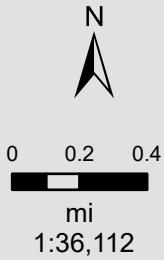


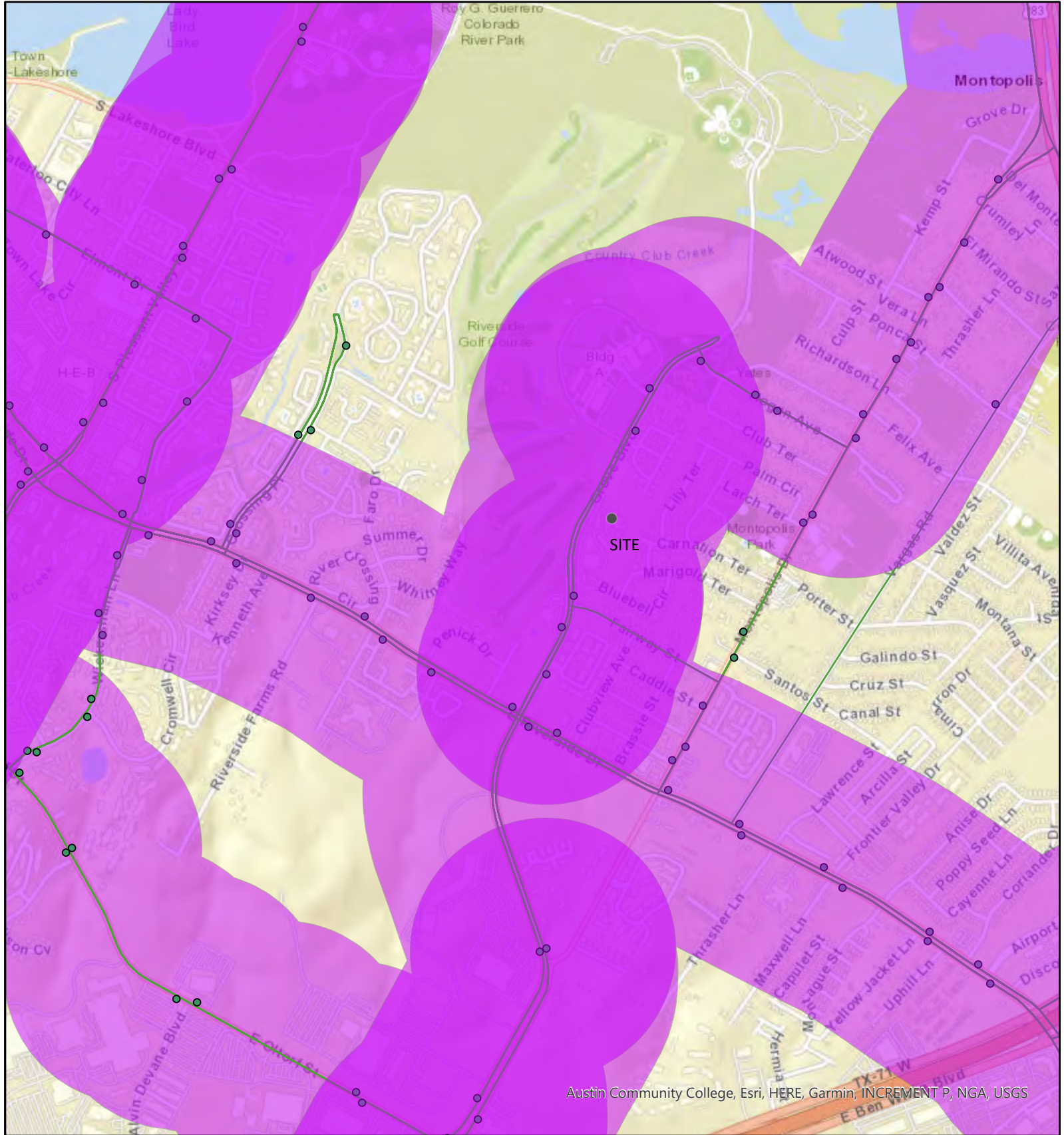
Gentrification Status: The Sasha

The Sasha is located in a Dynamic Area for gentrification, per the University of Texas Study.

27 January 2023 ArcGIS Web AppBuilder

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



Transit Map: The Sasha

The Sasha is located within 1/4 mile of high frequency transit service and in very close walking proximity to multiple bus stops.

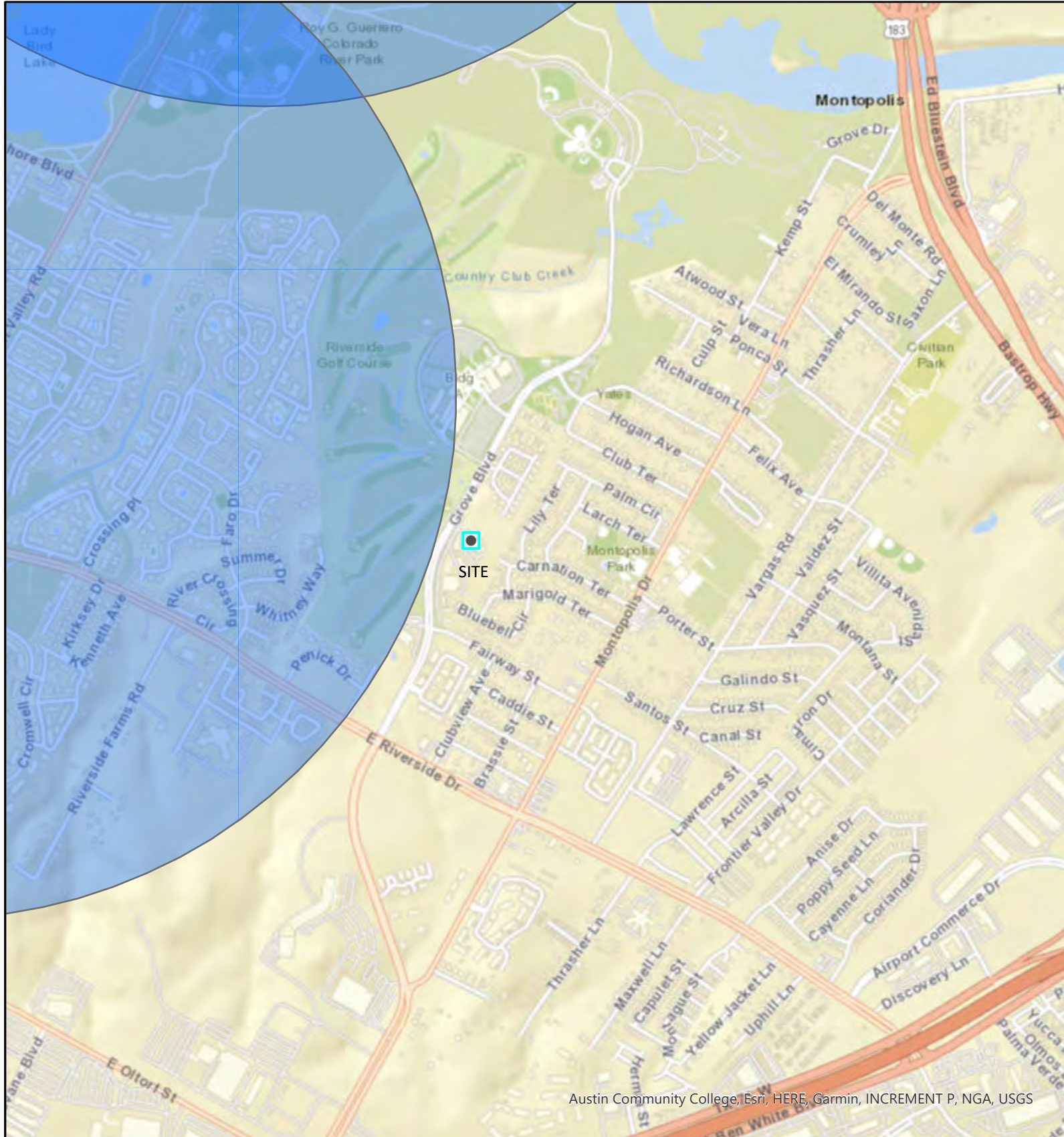


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27 January 2023 ArcGIS Web AppBuilder

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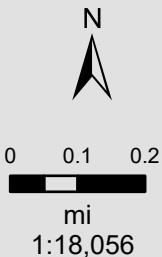


Austin Community College, Esri, HERE, Garmin, INCREMENT P, NGA, USGS



Healthy Food Access: The Sasha

While this site lies just outside the 1-mile buffer of healthy food access, it has direct bus service to the HEB Grocery Store and Full Service Pharmacy that lies just barely over 1-mile away.



27 January 2023 ArcGIS Web AppBuilder

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FEMA Floodplains



Legend

FloodPro

FEMA Floodplain

- 100 Year (Detailed-AE)
- 500 Year

Aerial

- Red: Band_1
- Green: Band_2
- Blue: Band_3

Team acknowledges that part of the site is within both the 100 yr and 500 yr floodplain, however the new housing development will be located outside of these zones.

0 500 1000
ft

Friday, January 27,
2023



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

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

T H E S A S H A

Attachment 5(c)

Zoning Verification Letter



CITY OF AUSTIN - ZONING VERIFICATION LETTER

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

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

Party Requesting Verification

Name: Mark Gilbert
Mailing Address:
4101 Parkstone Heights Dr. Suite 310
Austin, TX 78746

Tax Parcel Identification Number

Agency: TCAD
Parcel ID: 445741

Zoning Classification(s)

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

MF-2-NP

Zoning Case Number(s)

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

C14-01-0060, NPA-2010-0005.01

Zoning Ordinance Number(s)

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

010927-28, 20101209-059

For Address Verification visit:

<http://austintexas.gov/addressverification>

To access zoning ordinance documentation visit:

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

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

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

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

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

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

A handwritten signature in black ink, appearing to read "Stacy Meeks".

2/6/2023

445741

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

T H E S A S H A

Attachment 5(d)

Proof of Site Control

ASSIGNMENT AND SECOND AMENDMENT TO OPTION TO GROUND LEASE

This ASSIGNMENT AND SECOND AMENDMENT TO OPTION TO GROUND LEASE (this "Amendment") is executed to be effective as of February 5, 2024 by and between **The SAFE Alliance Facilities Holdings**, a Texas non-profit corporation ("Lessor"), **The SAFE Alliance Affordable Housing Corporation**, a Texas non-profit corporation ("Assignor"), and **The Sasha, LP**, a Texas limited partnership ("Assignee") (Lessor, Assignor, and Assignee are collectively referred to as the "Parties", and each a "Party").

RECITALS:

- A. Assignor and Lessor executed an Option to Ground Lease dated as of January 4, 2023 (the "**Original Option**"), as amended by a First Amendment to Option to Ground Lease dated effective as of February 20, 2023 (collectively with the Original Option, the "**Option**").
- B. Assignor now desires to assign all of Assignor's right, title and interest in and to the Option to Assignee, and Assignee desires to accept such right, title and interest in and to the Option and assume all obligations of Assignor under the Option.
- C. Lessor and Assignee desire to further amend the Option as set forth herein.

AGREEMENT:

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

- 1. **Defined Terms and Recitals.** All capitalized terms used in this Amendment but not defined herein shall have the meanings ascribed to such terms in the Option.
- 2. **Assignment and Assumption.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Option. Assignee hereby accepts Assignor's assignment of the Option and the rights, title and interest therein and hereby agrees to be bound by the terms of the Option and to assume all obligations of Assignor thereunder. All references to "Lessee" in the Option shall be deemed to refer to Assignee. Lessor hereby consents to such assignment and assumption.
- 3. **Amendments.** Effective immediately after the assignment and assumption referenced above, Lessor and Assignee agree that the Option is amended as follows:
 - (a) In the second "Whereas" clause of the Original Option, all references to "Grove Supportive Housing Partnership, LP" are changed to "The Sasha, LP."
 - (b) In Section 2 of the Original Option, the date by which Lessee must exercise the option to lease is changed to August 31, 2024.

(c) In Section 3 of the Option, the date by which Lessee shall provide Lessor with a draft Ground Lease is changed to August 31, 2024.

(d) In Section 3.a. of the Original Option, the upfront Rent amount is changed to \$100.

4. **Headings.** The subject headings contained in this Amendment are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

5. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. Faxed or e.mailed versions shall be deemed originals.

6. **Applicable Law.** This Amendment will be governed and construed in accordance with the laws of the State of Texas.

7. **Agreement.** All references in the Option to the term "Option" means the Option as amended by this Amendment.

8. **Ratification.** Except as amended by this Amendment, Lessor and Assignee ratify and confirm the Option and the terms thereof.

[Executed on the following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

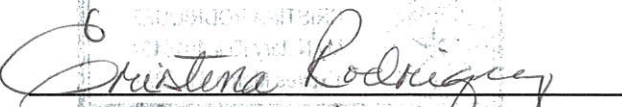
LESSOR:

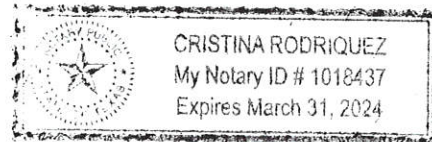
THE SAFE ALLIANCE FACILITIES HOLDINGS,
a Texas non-profit corporation

By: 
Julia Spann, Chief Executive Officer

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 16th day of February, 2024 by Julia Spann, Chief Executive Officer of The SAFE ALLIANCE FACILITIES HOLDINGS, a Texas non-profit corporation.


Notary Public
Printed Name: Cristina Rodriguez
My Commission Expires: 3/31/2024



[Signatures continue on following page.]

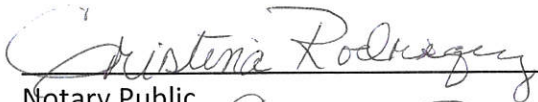
ASSIGNOR:

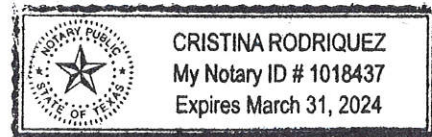
THE SAFE ALLIANCE AFFORDABLE HOUSING CORPORATION,
a Texas non-profit corporation

By: 
Julia Spann, Executive Director

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 6th day of February, 2024
by Julia Spann, Executive Director of The SAFE ALLIANCE AFFORDABLE HOUSING CORPORATION,
a Texas non-profit corporation.


Notary Public
Printed Name: Cristina Rodriguez
My Commission Expires: 3/31/2024



[Signatures continue on following page.]

ASSIGNEE:

THE SASHA, LP,
a Texas limited partnership

By: SAFE Sasha GP, LLC,
a Texas limited liability company,
its general partner

By: The SAFE Alliance Affordable Housing Corporation,
a Texas non-profit corporation,
its sole member

By:

Julia Spann
Julia Spann, Executive Director

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 6th day of February, 2024 by Julia Spann, Executive Director of The SAFE Alliance Affordable Housing Corporation, a Texas non-profit corporation, sole member of SAFE Sasha GP, LLC, a Texas limited liability company, general partner of THE SASHA, LP, a Texas limited partnership.

Cristina Rodriguez

Notary Public

Printed Name: Cristina Rodriguez

My Commission Expires: 3/31/2024



FIRST AMENDMENT TO OPTION TO GROUND LEASE

This FIRST AMENDMENT TO OPTION TO GROUND LEASE (this "**Amendment**") is executed to be effective as of February 20, 2023 by and between **The SAFE Alliance Facilities Holdings**, a Texas non-profit corporation ("Lessor" or "SAFEFH"), and **The SAFE Alliance Affordable Housing Corporation**, a Texas non-profit corporation, its successors and permitted assigns ("Lessee") (Lessor and Lessee are collectively referred to as the "**Parties**", and each a "**Party**").

RECITALS:

A. Lessee and The SAFE Alliance, a Texas non-profit corporation ("SAFE") executed an Option to Ground Lease dated as of January 4, 2023 (the "**Option**"). Due to a scrivener's error, SAFE was incorrectly identified as the Lessor in the Option, and such Option was intended to be executed by SAFEFH as the Lessor.

B. The Parties now desire to amend the Option to correct the foregoing scrivener's error and as set forth below.

AGREEMENT:

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

1. **Defined Terms and Recitals.** All capitalized terms used in this Amendment but not defined herein shall have the meanings ascribed to such terms in the Option.

2. **Amendments.**

(a) This Amendment hereby corrects the scrivener's error referenced above to identify The SAFE Alliance Facilities Holdings, a Texas non-profit corporation, as the Lessor under the Option. All references in the Option to "Lessor" shall be deemed to refer to The SAFE Alliance Facilities Holdings.

(b) The first and second WHEREAS clauses in the Option are hereby amended and restated in their entirety to read as follows (new language reflected by additions and ~~deletions~~):

Whereas, Lessor currently owns that certain 4.994 acre tract of land located at 1401 Grove Boulevard, Austin, Texas, Travis County and State of Texas, more specifically described as Lot 1, Block B, College Park Section Four, Document No. 1999154788 PRTCT (the "SAFE Property");

Whereas, the Lessor is contemplating entering into a ground lease with Grove Supportive Housing Partnership, LP, a to-be formed limited

partnership, whereby SAFEFH would own the fee simple estate and lease ~~the Property or a portion of the Property as identified on Exhibit A attached hereto (the "Property")~~ to the Grove Supportive Housing Partnership, LP; and

(c) In Section 3 of the Option, the date by which Lessee shall provide Lessor with a draft Ground Lease is changed to August 31, 2023.

(d) In Section 5, the Notice address for Lessor is hereby revised as follows:

The address of Lessor is: The SAFE Alliance Facilities Holdings
 P.O. Box 19454
 Austin, TX 78760

(e) Exhibit A attached to this Amendment is hereby added as Exhibit A to the Option.

3. **Headings.** The subject headings contained in this Amendment are for reference purposes only and do not affect in any way the meaning or interpretation hereof.

4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which is an original and all of which together constitute one and the same agreement. Faxed or e.mailed versions shall be deemed originals.

5. **Applicable Law.** This Amendment will be governed and construed in accordance with the laws of the State of Texas.

6. **Agreement.** All references in the Option to the term "Option" means the Option as amended by this Amendment.

7. **Ratification.** Except as amended or corrected by this Amendment, the Parties ratify and confirm the Option and the terms thereof.

[Executed on the following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first above written.

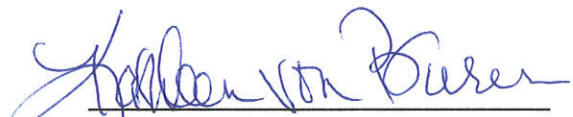
LESSOR:

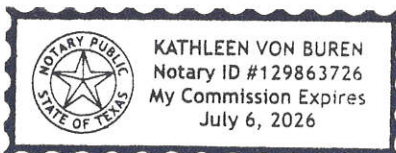
THE SAFE ALLIANCE FACILITIES HOLDINGS

By: 
Julia Spann, Chief Executive Officer

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 28 day of February, 2023 by Julia Spann, Chief Executive Officer of The SAFE ALLIANCE FACILITIES HOLDINGS.


Notary Public
Printed Name: KATHLEEN VON BUREN
My Commission Expires: 7.6.26



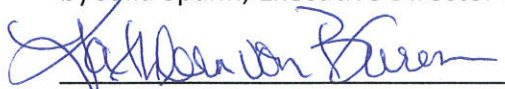
LESSEE:

THE SAFE ALLIANCE AFFORDABLE HOUSING CORPORATION

By: 
Julia Spann, its Executive Director

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 28 day of February, 2023 by Julia Spann, Executive Director of The SAFE Alliance Affordable Housing Corporation.


Notary Public
Printed Name: KATHLEEN VON BUREN
My Commission Expires: 7.6.26

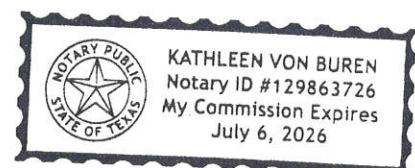




EXHIBIT A

Description of the Property

Attached



Open Range Field Services, LLC

P. O. Box 2372, Pampa, TX 79066-2372
39350 IH-10 West, Ste. 1, Boerne, TX 78006

DESCRIPTION FOR 0.886 ACRES (38,584 SQ.FT.) SITE PLAN LIMITS SURVEY

BEING 0.886 (38,584 SQ.FT.) ACRES OF LAND OUT OF LOT 1, BLOCK B, COLLEGE PARK SECTION FOUR, A SUBDIVISION IN TRAVIS COUNTY RECORDED IN DOCUMENT NO. 1999154788, OF PLAT RECORDS TRAVIS COUNTY TEXAS (PRTCT), SAID 0.886 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 1/2" rebar with illegible, red cap for the north corner of said LOT 1, BLOCK B, COLLEGE PARK SECTION FOUR, being on the southeastern Right-of-Way of GROVE BOULEVARD (90' Wide Public R.O.W.), and being the west corner of SECTION 2, REPLAT OF FAIRWAY according to the plat recorded in Document No. 200400180, (PRTCT), from which a set 1/2" rebar with cap stamped "OPEN RANGE FS 10194069" for the east corner of said LOT 1, BLOCK B bears South 62°07'22" East a distance of 476.20 feet;

THENCE South 27°34'14" West, a distance of 62.23 feet, along the northwestern boundary of said LOT 1, BLOCK B, being along the southeastern Right-of-Way of GROVE BOULEVARD, to the **POINT OF BEGINNING**;

THENCE through the interior of said LOT 1, BLOCK B, the following courses:

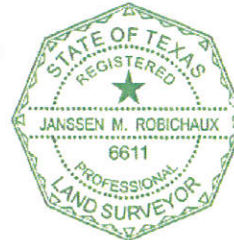
1. South 62°25'46" East, a distance of 15.48 feet;
2. South 09°32'39" East, a distance of 6.79 feet;
3. South 27°31'06" West, a distance of 57.53 feet;
4. South 32°28'54" East, a distance of 148.36 feet;
5. North 57°31'06" East, a distance of 3.05 feet;
6. South 32°28'54" East, a distance of 11.04 feet;
7. South 87°35'51" East, a distance of 19.42 feet;
8. North 57°31'06" East, a distance of 31.02 feet;
9. South 32°28'54" East, a distance of 39.12 feet to a point, for the northeast corner of this tract;
10. South 57°31'06" West, a distance of 50.00 feet;
11. South 32°28'54" East, a distance of 14.78 feet;
12. South 61°37'58" West, a distance of 157.10 feet to a point for the southeast corner of this tract;
13. North 62°37'07" West, a distance of 49.42 feet;
14. North 62°37'09" West, a distance of 76.66 feet to a point for the southwest corner of this tract, and on the southeastern Right-of-Way of GROVE BOULEVARD;

THENCE North 27°34'14" East, a distance of 305.53 feet along the northwestern boundary of said LOT 1, BLOCK B, being along the southeastern Right-of-Way of GROVE BOULEVARD, to the **POINT OF BEGINNING**.

CONTAINING: 0.886 acres (38,584 sq.ft.) of land.

The Basis of Bearings is Texas State Plane Coordinate System, Central Zone, NAD 1983. Distances and acreages shown are reported as grid and can be converted to surface values using a combined adjustment factor of 1.000052. This description was based on a survey made on the ground under my supervision completed on December 7, 2022 from which a map of survey was prepared and made a part hereof.

Janssen M. Robichaux, RPLS #6611
Job No. ORFSB-1000-458 (KAS/JMR) | February 10, 2023
39350 IH-10 West, Suite 1
Boerne, TX 78006
830.428.0290 | BTX@openrangefs.com



OPTION TO GROUND LEASE

THIS OPTION TO GROUND LEASE (this "Option") is made and entered into as of this 4th day of January, 2023, by and between **The SAFE Alliance** ("Lessor" or "SAFE"), a Texas non-profit corporation, and **The SAFE Alliance Affordable Housing Corporation**, a Texas non-profit corporation, its successors and permitted assigns ("Lessee").

WITNESSETH:

Whereas, Lessor currently owns that certain 4.994 acre tract of land located at 1401 Grove Boulevard, Austin, Texas, Travis County and State of Texas, more specifically described as Lot 1, Block B, College Park Section Four, Document No. 1999154788 PRTCT (the "Property");

Whereas, the Lessor is contemplating entering into a ground lease with Grove Supportive Housing Partnership, LP, a to-be formed limited partnership, whereby SAFE would own the fee simple estate and lease the Property or a portion of the Property to the Grove Supportive Housing Partnership, LP; and

Whereas, Lessor desires to grant an option to lease to Lessee;

Now, therefore, in consideration of the mutual covenants by Lessor and Lessee and for the sum of One Hundred Dollars (\$100.00) (the "Option Price"), the delivery and sufficiency of which is hereby acknowledged by Independence Title Company in the attached escrow receipt, Lessor and Lessee hereby agree as follows:

1. **Purpose of Option:** This Option is entered into to enable the Lessee or its affiliate to have the right to ground lease the Property and to develop and operate the same through low income housing tax credit financing and other appropriate financing ("Proposed Development").

2. **Option:** Lessor hereby grants and conveys to Lessee the exclusive and irrevocable right to ground lease the Property ("Option"). Such lease shall be subject to the terms and conditions contained below or such other terms and conditions as Lessor and Lessee shall agree to in writing. Lessee may exercise the Option granted herein at any time on or before December 31, 2023 by notifying Lessor in writing, unless the Option is otherwise terminated pursuant to the last paragraph of this Section 2.

The Lessor shall permit the Lessee access to the property for due diligence purposes, and the Lessee shall make reasonable efforts to give the Lessor two (2) days written notice prior to entering the Property. Exercise of the Option shall be at Lessee's sole discretion, and shall be subject to Lessee securing an acceptable appraisal, acceptable market study and acceptable financing for the Proposed Development, including, but not limited to, approval by the Texas Department of Housing and Community Affairs ("TDHCA") of Lessee's housing tax credit application. If Lessee is unable to secure an acceptable appraisal, acceptable market study or financing for the Proposed Development on terms satisfactory to Lessee, Lessee may void this Option by notice to Lessor, and the Option Price will be retained by Lessor.

3. **Terms and Conditions of Ground Lease:** The Lessee shall provide Lessor with a draft ground lease agreement for the Property ("Ground Lease") by March 1, 2023. Lessor and Lessee shall negotiate in good faith to finalize the terms and conditions of the Ground Lease and make best efforts to finalize the form of such agreement.

Certain other material terms of the Ground Lease shall be as follows:

- a. The lease term shall be 65 years.
- b. Rent shall be paid upfront in the amount of \$1,000,000.
- c. The Site shall be free and clear of all liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters unduly burdening the development of the Site, other than the ground lease to the Authority described in the recitals and those matters approved by Lessee in writing, and to the extent that Lessee fails to approve such liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters, then Lessee may terminate this Option, it being expressly agreed that Lessor has no duty to cure or remove any liens, charges, encumbrances, encroachments, easements, restrictions, leases, tenancies, occupancies or agreements or other matters.
- d. Lessee's obligation to ground lease the Site shall be subject to the Site complying with all applicable laws and the Condominium Regime being successfully established.
- e. Lessee does not have the right to transfer or assign its rights under the Ground Lease, except with the consent of the Authority, except that the Lessee may assign its rights under the Ground Lease to an affiliate of the Lessee (which may include a partnership or limited liability company with an affiliate of Lessor as general partner/managing member).

4. **Time of Essence:** TIME IS OF THE ESSENCE WITH RESPECT TO THIS OPTION.

5. **Notices:** Any and all notices, elections, demands or communications permitted or required to be made under this Option shall be in writing, signed by the party giving such notice, and shall be delivered in person, sent by Federal Express or other national overnight delivery service, or sent by registered or certified mail to the other party hereto. The date of delivery or the date of such mailing, as the case may be, shall be the date that such notice or election shall be deemed to have been given. For the purpose of this Option:

The address of Lessor is: The SAFE Alliance
P.O. Box 19454
Austin, TX 78760

The address of Lessee is: Grove Supportive Housing Partnership, LP
c/o The SAFE Alliance Affordable Housing Corporation
P.O. Box 19454
Austin, TX 78760

With a copy to: Locke Lord LLP
600 Congress Avenue
Suite 2200
Austin, Texas 78701

6. **Choice of Law:** This Option shall be governed by and construed in accordance with the laws of the state of Texas.

7. **Successors and Assigns:** The covenants and conditions herein contained, subject to the provisions as to assignment contained in this Option, inure to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. This Option may be assigned to an affiliate of Lessee directly or indirectly controlled by Lessee without the prior consent of the Lessor.

8. **Counterparts; Amendments:** This Option may be executed in multiple original counterparts, each of which shall constitute an original document binding upon the party or parties signing the same. It shall not be necessary that all parties sign all counterparts and this Option shall be binding if each party shall have executed at least one counterpart. This Option may only be amended by a written instrument executed by both parties.

9. **Lessor Representations:** Lessor hereby represents and warrants to Lessee that Lessor has the right, power and authority to enter into this Option, and that Lessor has granted no option to any other person to purchase the Site.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seal the day and year first above written.

LESSOR:

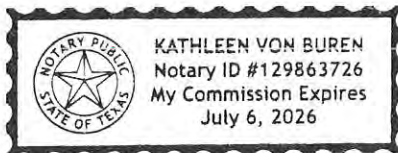
THE SAFE ALLIANCE

Julia Spann
By: Julia Spann, Chief Executive Officer

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 4th day of January, 2023 by Julia Spann, Chief Executive Officer of The SAFE ALLIANCE.

Kathleen von Buren
Notary Public
Printed Name: KATHLEEN VON BUREN
My Commission Expires: 7-6-26



LESSEE:

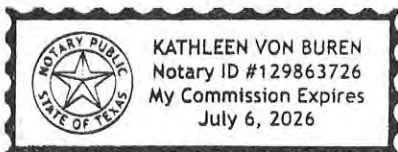
The SAFE Alliance Affordable Housing Corporation

By: Julia Spann
Julia Spann, its Executive Director

STATE OF TEXAS
COUNTY OF TRAVIS

The foregoing instrument was acknowledged before me this 4th day of January, 2023 by Julia Spann, Executive Director of The SAFE Alliance Affordable Housing Corporation.

Kathleen von Buren
Notary Public
Printed Name: KATHLEEN VON BUREN
My Commission Expires: 7-6-26



RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

THE SASHA

Attachment 5(e)

Phase I Environmental Site Assessment

Removed due to size

RENTAL HOUSING DEVELOPMENT ASSISTANCE (RHDA)
Application for Rental Development Financing

T H E S A S H A

Attachment 5(f)

SHPO Consultation- Not Applicable