

HOUSING TAX CREDIT RESOLUTION APPLICATION

Updated: October, 2019



CONTACT INFORMATION

Applicant's Name		Property Owner	
Company		Company	
Applicant's Mailing Address		Owner's Mailing Address	
Applicant's Phone #		Owner's Phone #	
Applicant's Email		Owner's Email	

PROPERTY INFORMATION

Subject Property Address: _____

Tax ID #: R _____ Existing Zoning: _____

Legal Description: Lot _____ Block _____ Subdivision _____

Existing Use: _____ Proposed Use: _____

DESCRIPTION OF REQUEST

Project Name: _____

Briefly Describe the Proposal (reason for choosing location, target population, property amenities or services, energy efficient components etc.):

Type of Housing Tax Credit Resolution:

☐ 4% Housing Tax Credit or ☐ 9% Housing Tax Credit

DESCRIPTION OF UNITS

UNIT TYPE	MARKET RATE UNITS	AFFORDABLE UNITS	TOTAL
Number of Units			
Percentage of Total Units			

How many units are available to each income bracket listed below (i.e. rent level of tenants)?

0 – 30% AMI	31 – 50% AMI	51 – 60% AMI	61 – 80% AMI	Market Rate	Total Units

Describe the unit mix:

Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	Total Units

How Many Accessible Units are Included: _____

Criteria

Applications must meet at least 6 of the 9 criteria below, including criteria #1, in order to receive a staff recommendation for a resolution of support. Please Indicate which of the criteria your project is consistent with and explain. Use additional pages if necessary.

Criteria	Explanation
<input type="checkbox"/> 1. No exemption from local taxes is requested	
<input checked="" type="checkbox"/> 2. The project addresses a housing need identified in the City's Housing Policy or the City's current consolidated plan for HUD programs	
<input checked="" type="checkbox"/> 3. The project is located within a high or medium intensity zone on the City's Preferred Scenario Map	
<input checked="" type="checkbox"/> 4. The project is not proposed to develop under a legacy district on the City's current zoning map	
<input type="checkbox"/> 5. The project is located within half a mile (.5) walking distance from services such as grocery, medical facilities, and schools.	
<input checked="" type="checkbox"/> 6. The project is located within one quarter mile (.25) walking distance of a proposed or existing bus stop on a current or planned transit route.	
<input type="checkbox"/> 7. The project is renovating or redeveloping an existing multifamily complex or under-performing development.	
<input checked="" type="checkbox"/> 8. The project is mixed income and provides at least 20% market rate units.	
<input checked="" type="checkbox"/> 9. The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents.	

AUTHORIZATION

I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Filing Fee \$770

Technology Fee \$13

TOTAL COST \$783

Submittal of this digital Application shall constitute as acknowledgement and authorization to process this request.

APPLY ONLINE – WWW.MYGOVERNMENTONLINE.ORG/

PROPERTY OWNER AUTHORIZATION

I, The George Barnum Estate (owner) acknowledge that I am the rightful owner of the property located at the north corner of Old Bastrop Rd. and Rattler Rd (address). Being a 9.91 acre tract of land, located in the C. Wickson Roberts Survey, Abstract No. 474, Hays County, Texas, et. al.

I hereby authorize Mission DG, LTD, by Mark Tolley, its General Partner (agent name) to file this application for Housing Tax Credit Resolution (application type), and, if necessary, to work with the Responsible Official / Department on my behalf throughout the process.

Signature of Property Owner: _____

Date: _____

Printed Name: _____

Signature of Agent: _____

Date: _____

Printed Name: _____

Mark Tolley



CHECKLIST FOR HOUSING TAX CREDIT RESOLUTION APPLICATION

The following items are requested for consideration of this application. These and additional items may be required at the request of the Department		Comments
<input checked="" type="checkbox"/>	Pre-development meeting with staff is recommended <ul style="list-style-type: none"> Please visit http://sanmarcostx.gov/1123/Pre-Development-Meetings to schedule 	
<input checked="" type="checkbox"/>	Completed Application for Housing Tax Credit Resolution	
<input checked="" type="checkbox"/>	Subdivision Plat or Metes and Bounds Description	
<input checked="" type="checkbox"/>	If metes & bounds is provided the following may be required: <ul style="list-style-type: none"> CAD file in grid for GIS integration. Projection: NAD 1983 StatePlane Texas South Central FIPS 4204 Feet 	
<input checked="" type="checkbox"/>	Authorization to represent the property owner, if the applicant is not the owner	
<input checked="" type="checkbox"/>	Application Filing Fee \$770 Technology Fee \$13	
**San Marcos Development Code Section 2.3.1.1(C): “Every application accepted by the responsible official for filing shall be subject to a determination of completeness...the responsible official is not required to review an application unless it is complete...”		

LANTANA ON BASTROP - SAN MARCOS, TX

# of Bedrooms	# of Bathrooms	% of AMI	# of Units	Max Rent
1-BR	1-BA	30%	16	\$532
1-BR	1-BA	40%	10	\$710
1-BR	1-BA	50%	16	\$887
1-BR	1-BA	60%/70%*	27	\$1,065
1-BR	1-BA	70%	21	\$1,242
2-BR	2-BA	30%	4	\$639
2-BR	2-BA	40%	4	\$852
2-BR	2-BA	50%	14	\$1,065
2-BR	2-BA	60%/70%*	15	\$1,278
2-BR	2-BA	70%	13	\$1,491
3-BR	2-BA	30%	2	\$738
3-BR	2-BA	40%	4	\$984
3-BR	2-BA	50%	20	\$1,230
3-BR	2-BA	60%/70%*	29	\$1,476
3-BR	2-BA	70%	21	\$1,722
Total Units			216	

*Units will be reduced to 60% AMI levels but will be classified as 70% AMI units in the LURA to allow these units the potential to shift to serve moderate income households as San Marcos experiences future growth and market rents increase.

Low Income Housing Tax Credit (LIHTC) Project-TDHCA Required Common Amenities

Common Amenities

22 Total Points Required for Lantana on Bastrop Project

Community Space for Resident Supportive Services

Amenity	Points
High quality Pre-K program & associated education space at the Development Site.	11
Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver classes or care for children (15 sq ft * total number of units, >2,000 sq ft)	4
Multifunctional learning and care center(s) or conference room(s) with the appropriate furnishings to deliver classes or care for children (10 sq ft * total number of units, >1,000 sq ft)	2
Service provider office in addition to leasing office	1

Safety

✓ Controlled gate access for entrance and exit areas	1
Secured Entry (applicable only if all Unit entries are within the building's interior)	1
Twenty-four hour, seven days a week monitored camera/security system in each building.	2
Twenty-four hour, seven days a week recorded camera/security system in each building.	1
Courtesy patrol service	3

Health/Fitness/Play

Accessible walking/jogging path	1
✓ Furnished fitness center (one item for every 40 units)	1
Furnished fitness center (one item for every 20 units)	2
✓ Children's playscape equipped for 5 to 12-year olds, or a Tot Lot	2
✓ Game area such as horseshoe pit, putting green, shuffleboard court, pool table, ping pong table	1
✓ Swimming pool	3
Splash pad/water feature play area	1
Sport court or field (including but not limited to tennis, basketball, volleyball, soccer, or baseball field)	2

Design/Landscaping

✓ Full perimeter fencing that includes parking areas and all amenities	2
Enclosed community sun porch or covered community porch/patio	1
✓ Dog Park area that is fully enclosed and intended for tenant owned dogs to run off leash	1
Shaded rooftop or structural viewing deck	2
Porte-cochere	1
Lighted pathways along all accessible routes	1
✓ A resident-run community garden	1

Community Resources

✓ Gazebo or covered pavilion w/sitting area	1
Community laundry room	2
✓ Barbecue grill(s) and picnic table(s)	1
✓ Business center	2
✓ Furnished Community room	2
✓ Library with an accessible sitting area	1
Activity Room stocked with supplies	2
✓ Community Dining Room	3
Community Theater Room	3
✓ High-speed Wi-Fi with coverage throughout the clubhouse and/or community building	1
High-speed Wi-Fi with coverage throughout the Development	2
✓ Bicycle parking	1
Package Lockers	2

Total Points -Common Amenities

24

Low Income Housing Tax Credit (LIHTC) Project-TDHCA Required Residential Support Services

Residential Support Services

8 Total Points Required for Lantana on Bastrop Project

Transportation Supportive Services

	Support Service	Points
✓	Shuttle 3x a week to major destinations (grocery, pharmacy, big box retailer) or daily shuttle during the school year to schools not served by district bus system	3.5
	Monthly transportation to community/social events	1

Children Supportive Services

	High-Quality Pre-Kindergarten (HQ Pre-K) program and associated educational space	7
✓	12 hours of weekly, organized, on-site services provided to K-12 children by a dedicated service coordinator or third-party entity.	3.5

Adult Supportive Services

✓	4 hours of weekly, organized, on-site classes provided to an adult audience by persons skilled or trained in the subject matter being presented	3.5
	Annual income tax preparation and education on how to claim the Earned Income Tax Credit	1
	Contracted career training and placement partnerships with local worksource offices, culinary programs, or vocational counseling services; resident training programs that train and hire residents for job opportunities inside the development	2
	External partnerships for provision of weekly substance abuse meetings at the Development Site	1

Health Supportive Services

✓	Food pantry consisting of an assortment of non-perishable food items and common household items (i.e. laundry detergent, toiletries, etc.) accessible to residents at least on a monthly basis or upon request by a resident	2
✓	Annual health fair provided by a health care professional	1
	Weekly exercise classes (offered at times when most residents would be likely to attend)	2
	Contracted onsite occupational or physical therapy services	2

Community Supportive Services

	Partnership with local law enforcement and/or local first responders to provide quarterly on-site social and interactive activities intended to foster relationships with residents	2
✓	Notary Services during regular business hours	1
✓	Twice monthly arts, crafts, and other recreational activities	1
	Specific case management services offered by a qualified Owner or Developer, qualified provider or through external, contracted parties for seniors, Persons with Disabilities or Supportive Housing	3
	Weekly home chore services for Elderly Developments or Developments where the service is provided for Persons with Disabilities	2
	Any of the programs described under Title IV-A of the Social Security Act (42 U.S.C. §§601, et seq.) which enables children to be cared for in their homes or the homes of relatives; ends the dependence of needy families on government benefits by promoting job preparation, work and marriage; prevents and reduces the incidence of unplanned pregnancies; and encourages the formation and maintenance of two-parent families	1
✓	A part-time resident services coordinator with a dedicated office space at the Development or a contract with a third-party to provide the equivalent of 15 hours or more of weekly resident supportive services at the Development	2
	Provision, by either the Development Owner or a community partner, of an education tuition- or savings-match program or scholarships to residents who may attend college	2

Total Points -Residential Support Services

17.5



**COUNTRY
BUS**

Capital Area Rural Transportation System

CARTS RIDE LINE 1 (512) 478-RIDE (7433)

Regional Transportation for the non-urbanized areas of Bastrop, Blanco, Burnet, Caldwell Fayette, Hays, Lee, Travis and Williamson counties & the San Marcos urbanized area.

CARTS delivers transportation tailored specifically for each of the one hundred and sixty-nine communities it serves. The service frequency in or to the various communities range from many times a day to once a month. Be sure to visit the CARTS web site at RideCARTS.com for updates and further route information for each community. Persons traveling out of town can use the Interurban Coach service. Most Country Bus schedules make connections to Interurban Coach services.

Rides are scheduled Monday thru Friday from 8am to 4pm / 24 hours advance notice required. Local vehicles serve neighboring towns so local ride times may vary.

CURB-TO-CURB SERVICES RESERVED BY PHONE

Enjoy the convenience of having a CARTS bus pick you up at your home, take you to your destination, and then back home again. We will set up a time for pickup within our time slots of general availability. On your first call we will request information to enter into your customer profile, and after that we will know you when you call.

CARTS can help you or someone you know who needs a ride to go shopping, city businesses, medical appointments, work, senior centers or for any other purpose.

Vehicles serve neighboring towns so local ride times may vary.

COUNTRY BUS FARES

Fares are set by zones. A CARTS customer service agent will inform you of ride costs when booking the trip. All fares are based on a one-way trip.

Zone 1 -City \$2.00 *\$1.00
Trips wholly within a town or city

Zone 2 - Intra-county \$4.00 *\$2.00
Trips originating and ending within the same county

Zone 3 - Inter-county \$6.00 *\$3.00
Trips with destinations outside the county of origin

HOPTHRU

CARTS bus passes are now available on your phone. **HOPTHRU** is a streamlined mobile ticketing app for use on public transportation. Text "**hopthru**" to **43506** and download a link. After creating an account, tap "**Buy Passes**" on the main screen, select your preferred CARTS service from the list of agencies, and then select your desired pass type. Just before boarding the bus, tap on your pass to activate it. Present your pass to the driver while boarding and your off!

NATIONAL CONNECTIONS

Bus and Train Services: CARTS operates intercity bus terminals for Greyhound and makes connections to Greyhound stations. Which can take care of your shipping or travel needs nationwide. At our San Marcos Station, AMTRAK rail service is also available. Visit the CARTS web site at RideCARTS.com for station address and further information.

CARTS

Capital Area Rural Transportation System

COUNTRY BUS SCHEDULES



**HAYS
COUNTY**

RIDECARTS.COM

*Reduced Fare: Registered CARTS Customers, Seniors 65 and older, Persons with Disabilities, and Children Under 12.



HAYS COUNTY

Community Served	Destination	Route Day	Departure	Return	One-Way	Reduced
Northern Rural Hays County	To: Austin	Tuesday	8:15a	1:00p	\$6.00	\$3.00
	To: San Marcos	Tue & Thurs	8:30a	12:30p	\$4.00	\$2.00
	To: Kyle	Tue & Thurs	8:30a	12:30p	\$2.00	\$1.00
Driftwood	To: Austin	Monday	8:15a	1:00p	\$6.00	\$3.00
	To: Dripping Springs	1st & 3rd Tuesday	8:15a	1:00p	\$4.00	\$2.00
	To: Wimberley	1st & 3rd Tuesday	8:15a	1:00p	\$4.00	\$2.00
	To: San Marcos	Wednesday	8:30a	1:00p	\$6.00	\$3.00
Wimberley	Local Service	Tue, Thurs & Fri	1:30p to 4:30p 8:00a to 4:00p		\$2.00	\$1.00
	To: Austin/Kyle	Monday	8:00a	1:00p	\$6.00	\$3.00
	To: San Marcos	Wednesday	9:00a	1:30p	\$4.00	\$2.00
	To: Dripping Springs	Tue & Thurs	8:00a	1:00p	\$4.00	\$2.00
Dripping Springs	Local Service	Tue & Thurs	8:00a to 12:00p		\$4.00	\$2.00
	To: Austin/Kyle	Monday	9:00a	1:00p	\$6.00	\$3.00
	To: San Marcos	Wednesday	8:00a	1:00p	\$4.00	\$2.00
	To: Wimberley	Tue & Thurs	9:00a	1:00p	\$4.00	\$2.00

CARTS RIDE LINE (512) 478-RIDE (7433)

CARTS CAPITAL AREA RURAL TRANSPORTATION SYSTEM



COUNTRY BUS

Capital Area Rural Transportation System

COUNTIES SERVED

♦
BASTROP
♦
BLANCO
♦
BURNET
♦
CALDWELL
♦
FAYETTE
♦
HAYS
♦
LEE
♦
TRAVIS
♦
WILLIAMSON

[RIDECARTS.COM](https://ridecarts.com)



Preferred Scenario

Adopted April 17, 2018
Ordinance 2018-03

Areas of Stability

- Existing Neighborhood
- Low Intensity
- Open Space

Growth Areas

- High Intensity
- Medium Intensity
- Employment Area

Land Use Corridors

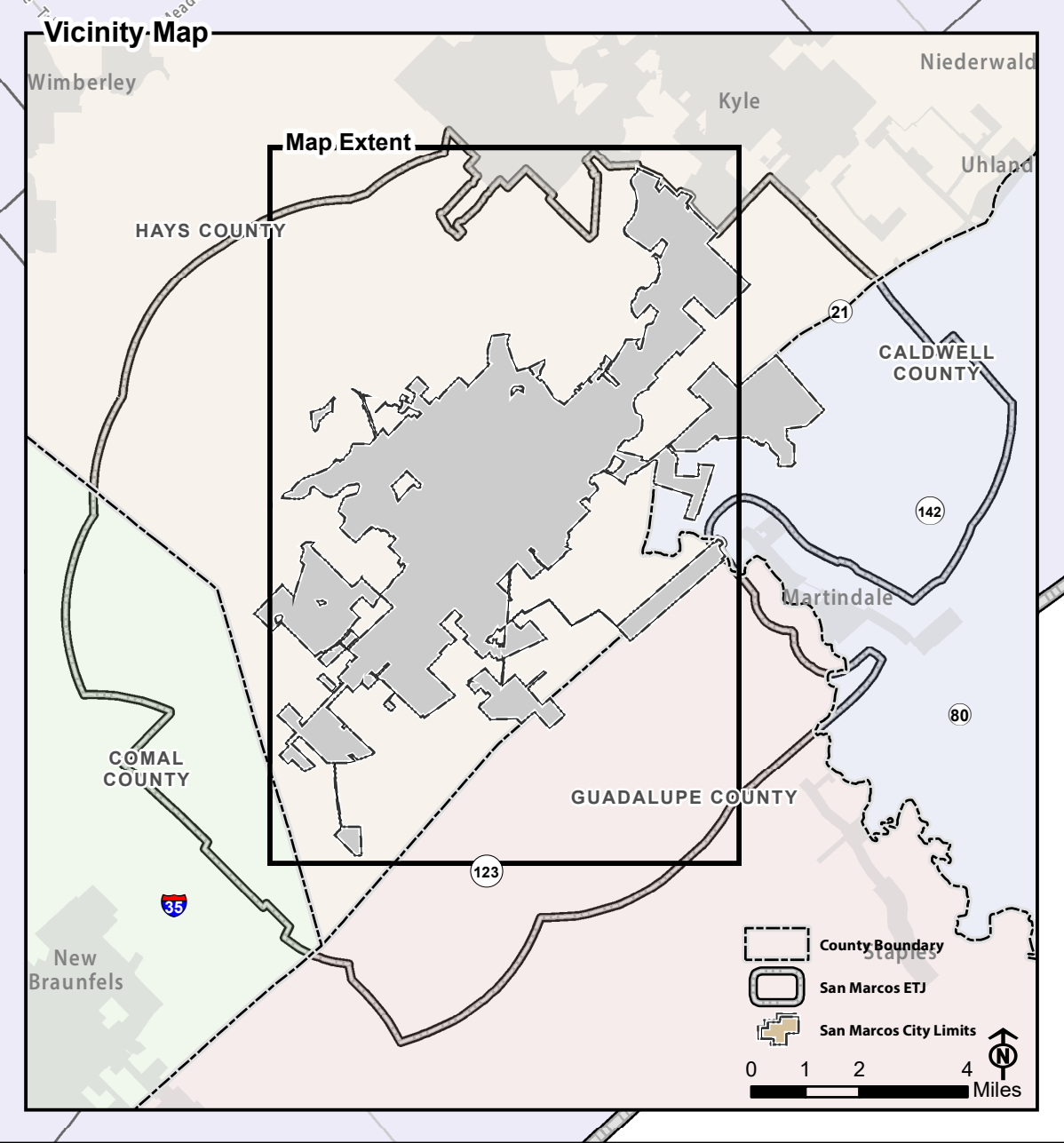
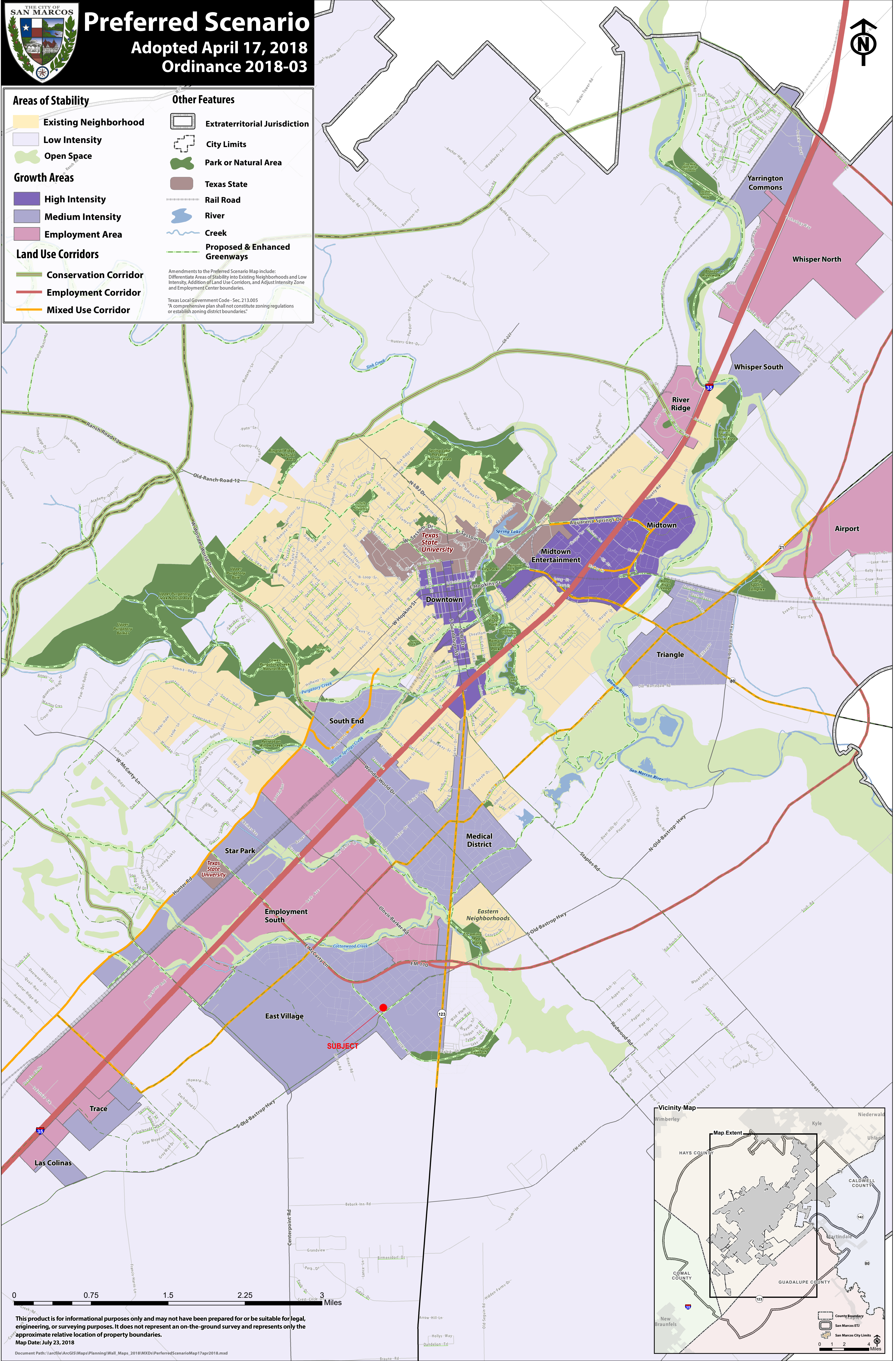
- Conservation Corridor
- Employment Corridor
- Mixed Use Corridor

Other Features

- Extraterritorial Jurisdiction
- City Limits
- Park or Natural Area
- Texas State
- Rail Road
- River
- Creek
- Proposed & Enhanced Greenways

Amendments to the Preferred Scenario Map include:
Differentiate Areas of Stability into Existing Neighborhoods and Low Intensity. Addition of Land Use Corridors, and Adjust Intensity Zone and Employment Center boundaries.

Texas Local Government Code - Sec. 213.005
"A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries."



ZONING OVERVIEW

What's Changing? Code SMTX is creating new zoning districts to replace existing districts that are not in line with the goals from the Comprehensive Plan. Replaced districts are referred to as Legacy Districts. Legacy Districts will remain on the zoning map and are still subject to the current allowed uses and current development standards related to height, lot sizes, and setbacks but new Legacy Districts cannot be added to the zoning map.

- Residential Legacy Districts**

 - MR - Manufactured Home
 - D - Duplex
 - DR - Duplex Restricted
 - TH - Townhouse
 - PH-ZL Patio Home Zero Lot line
 - MF-12 - Multi Family (12 units)
 - MF-18 - Multi Family (18 units)
 - MF-24 - Multi Family (24 units)
- Commercial Legacy Districts**

 - MU - Mixed Use
 - P - Public
 - OP - Office Professional
 - NC - Neighborhood Commercial
 - CC - Community Commercial
 - GC - General Commercial
 - VMU - Vertical Mixed Use
 - HC - Heavy Commercial



New Zoning Translation Table - Implements the Preferred Scenario through zoning

District Classification	Low Intensity	Low Intensity/ Corridor	Existing	Intensity Zone	Employment Center
Conventional Residential	P	--	P	--	--
Neighborhood Districts	NP	--	P	NP	NP
Character Districts	NP	P	--	P	NP
Special Districts	NP	P	NP	NP	P

P = Preferred; NP = Not Preferred; -- Not Allowed

REPRESENTATIVE IMAGERY



REPRESENTATIVE IMAGERY



REPRESENTATIVE IMAGERY



REPRESENTATIVE IMAGERY



REPRESENTATIVE IMAGERY



REPRESENTATIVE IMAGERY



METES AND BOUNDS

Being 9.933 acres of land, more or less, out of the C. Wickson Roberts Survey, Abstract No. 474, Hays County, Texas, and consisting of a portion 6.0 acres described in Deed recorded in Volume 208, Page 1116, Deed Records of Hays County, Texas and all of 4.0 acres described in a Deed recorded in Volume 216, Page 41, Deed Records of Hays County, Texas, said 9.933 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod set for the South corner of this 9.933 acres, same being on the intersection of the northwest Right-of-Way of Old Bastrop Highway and the northeast Right-of-Way of Rattler Road and the **POINT OF BEGINNING**;

THENCE along the northeast Right-of-Way of said Rattler Road the following courses and distances:

North 46 degrees 04 minutes 57 seconds West (called North 46 degrees 05 minutes 31 seconds West), a distance of 171.75 feet to a point, and for the beginning of curve to the left,

Along said curve to the left with a radius of 1031.00 feet, an arc length of 40.17 feet (called 40.31 feet), a chord length of 40.17 feet, a chord bearing of North 47 degrees 05 minutes 19 seconds West, and a delta angle of 2 degrees 13 minutes 57 seconds to a point of tangency;

North 48 degrees 19 minutes 21 seconds West (called North 48 degrees 19 minutes 55 seconds West), a distance of 209.33 feet to a 1/2 inch iron rod set for the southwest corner of this 9.933 acres;


North 52 degrees 07 minutes 00 seconds East (called North 55 degrees 25 minutes 00 seconds East), at a distance of 19.92 feet pass a 1/2 inch iron rod found (monument of record dignity) in the for the South corner of Lot 2, Salinas Estates (Volume 17, Page 41), and in all a total distance of 620.93 feet to a 3/8 inch iron rod found for an angle corner of this 9.933 acres, same being the East corner of said Lot 2, and an angle corner of the Reed and Patricia Carr Revocable Trust 54.360 acre tract (Volume 2359, Page 218);

THENCE along the line common to this 9.933 acres and said Carr 54.360 acres, North 52 degrees 15 minutes 07 seconds East (called North 55 degrees 25 minutes 00 seconds East), a distance of 415.43 feet (called 415.50 feet) to a 1/2 inch iron rod found (monument of record dignity) for the North corner of this 9.933 acres, same being the West corner of the Housing Corporation of Eta Tau Chapter of Sigma Nu Fraternity 2.49 acre tract (Document No. 16015558);

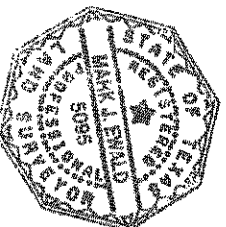
THENCE along the line common to this 9.933 acres and said Sigma Nu 2.49 acres, South 46 degrees 16 minutes 15 seconds East (called South 43 degrees 40 minutes 00 seconds East), a distance of 427.88 feet (called 426.70 feet) to a 1/2 inch iron rod found for the northeast corner of this 9.933 acres, same being the South corner of said Sigma Nu 2.49 acres and on the northwest Right-of-Way of said Old Bastrop Highway;

THENCE along northwest Right-of-Way of said Old Bastrop Highway, South 52 degrees 35 minutes 52 seconds West (called South 55 degrees 25 minutes 00 seconds West), at a distance of 1009.91 feet pass a 1/2 inch iron rod found, and in all a total distance of 1030.71 feet to the **POINT OF BEGINNING** and containing 9.933 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown herein are based on actual GPS observations, Texas State Plane Coordinate, South Central Zone, Grid.


Mark J. Ewald

Registered Professional Land Surveyor
Texas Registration No. 5095
May 3, 2019.



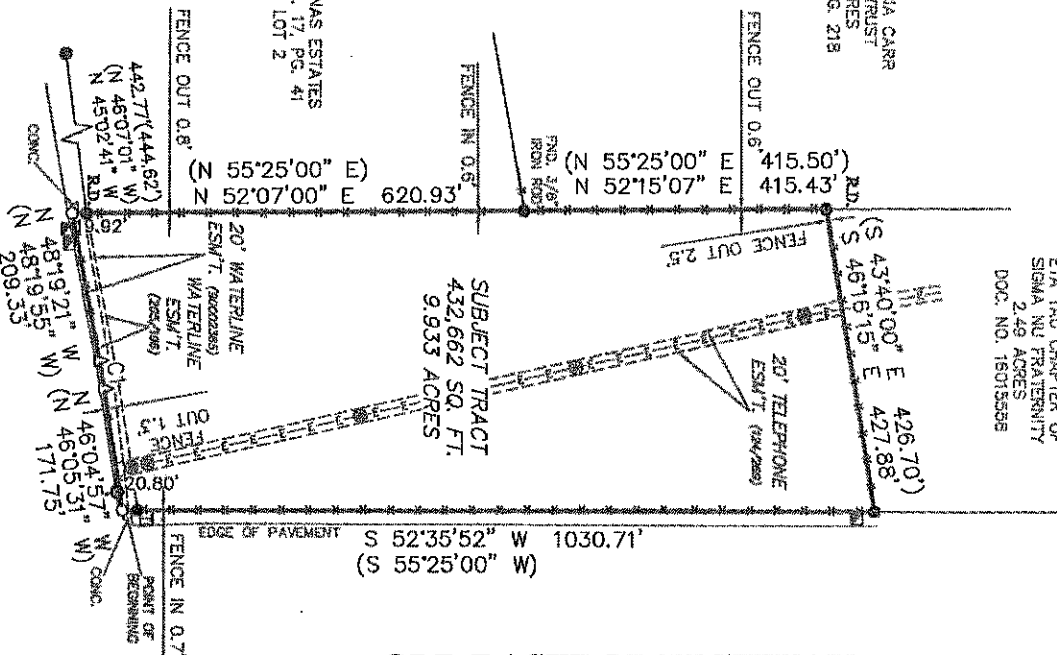
CURVE RADIUS, ARC LENGTH, CHORD LENGTH, CHORD BEARING, DELTA ANGLE
C1 1031.00' 40.17' (40.31') 40.17' N 47°05'19" W 1213.57'

HOUSING CORPORATION OF
ETA TAU CHAPTER OF
SIGMA NU FRATERNITY
2.48 ACRES
DOC. NO. 150155558

REED & PATRICIA CARR
REVOCABLE TRUST
54.350 ACRES
VOL. 2259, PG. 218

SUBJECT TRACT
432,662 SQ. FT.
9.933 ACRES

SALINAS ESTATES
VOL. 17, PG. 41
LOT 2



OLD BASTROP HIGHWAY

SCALE: 1"=200'

NOTE:
THIS PROPERTY IS MAYBE SUBJECT TO A
INTEREST, EGRESS EASEMENT RECORDED IN
VOLUME 57, PAGE 290, DEED RECORDS OF
HAYS COUNTY, TEXAS.

NOTE:
NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

NOTE:
Changes shown hereon are based on actual GPS Observations, Texas State Plane
Coordinates, South Central Zone, GRS.

FIELD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE
SURVEYORS. THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTERESTED USES OF THE PROPERTY, THE PROPERTY OWNER, BY NOTING THAT THIS SURVEY, IS
APPEARS TO BE INCLUDED IN A FLOOD ZONE, THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTERESTED USES OF THE PROPERTY, THE PROPERTY OWNER, BY NOTING THAT THIS SURVEY, IS
SURVEYED PROPERTY OTHER THAN TO INTERPRET THE INFORMATION SET OUT ON FEMA FORMS, AS DESCRIBED ABOVE. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD
ZONES, WHICH MAY NOT AGREE WITH THE INTERPRETATIONS OF FEMA or state or local officials, and which may not agree with the tract's actual conditions. Here information concerning FEMA's Special
Flood Hazard Areas and Zones may be found at: <http://www.fema.gov/flood>.

RATTLER ROAD
(VARIABLE R.O.W.)

THIS SURVEY IS
ACKNOWLEDGED AND
IS ACCEPTED:

Property Address:

OLD BASTROP HIGHWAY

Property Description:

Being 9.933 acres of land, more or less, out of the C. Westman Roberts
Survey, Abstract No. 474, Hays County, Texas, and consisting of a portion 6.0
acres described in Deed recorded in Volume 206, Page 116, Deed Records of
Hays County, Texas and all of 4.0 acres described in a Deed recorded in
Volume 216, Page 41, Deed Records of Hays County, Texas, said 9.933 acres
being more particularly described by notes and bounds attached hereto.

Owner:

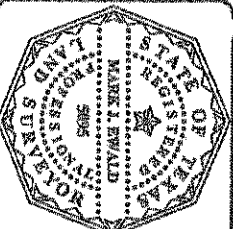
MISSION D&G, LTD.

FROM REGISTRATION NO.
1011700

Westar
Alamo

LAND SURVEYORS, L.L.C.
P.O. BOX 1845 SEBASTIAN, TEXAS 75875
PHONE (202) 372-8800 FAX (202) 372-9999

- LEGEND**
- A CALCULATED POINT
 - NO 1/2" IRON ROD
 - SET 1/2" IRON ROD
 - B.S. BUILDING CORNER
 - R.D. RECORDED DEED RIGHT OF WAY
 - POWER POLE
 - TELEPHONE POST/STAKE
 - FREE MORGAN
 - TELEPHONE BOX
 - WIRE TAPES
 - OVERHEAD ELECTRIC



G.F. NO. 1-117247

JOB NO. 09846

TITLE COMPANY TEXAS NATIONAL TITLE

DATE: 3/3/2018

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 65353



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
 ©Texas Association of REALTORS®, Inc. 2018

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

Seller: The George Barnum Estate

c/o Stephen Stransky

Address: 24198 Old Fredricksburg Road, San Antonio, TX

Phone: _____ E-mail: stephen@stranskyproperties.com

Fax: _____ Other: _____

Buyer: Mission DG, Ltd.

Attn: Mark Tolley

Address: 454 Soledad Street, Suite 200, TX 78205

Phone: (210)354-3705 E-mail: Mark@missiondg.com

Fax: _____ Other: David@missiondg.com

2. **PROPERTY:**

- A. "Property" means that real property situated in Hays County, Texas at 9.91 acres in San Marcos, Texas 78666

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

Being a 9.91 Acre tract of land, located in the C. Wickson Roberts Survey, Abstract No. 474, Hays County, Texas and being all of that certain called 4 acre tract recorded in Volume 216, Page 41 deed records of Hays County, Texas and all of the remaining portion of a called 6 acre tract recorded in Volume 208, Page 116, deed records of Hays County, Texas.

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

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

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

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

3. **SALES PRICE:**

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

(1) Cash portion payable by Buyer at closing \$ 1,295,039.00

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

(3) Sales price (sum of 3A(1) and 3A(2)) \$ 1,295,039.00

KKR

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

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

(a) The sales price is calculated on the basis of \$ 3.00 per:

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

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

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

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

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

- ☐ A. Third Party Financing: One or more third party loans in the total amount of \$ _____ .
This contract:
☐ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
☐ C. Seller Financing: The delivery of a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ \$10,000.00 as earnest money with Texas National Title within 7 days of effective date. (title company) at 721 Hwy 290 W, Ste. 201, Dripping Springs, TX 78260 (address) <Michelle LeMay-Flemming (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- ☐ (a) will not be amended or deleted from the title policy.
 - ☒ (b) will be amended to read "shortages in areas" at the expense of ☒ Buyer ☐ Seller.
- (3) Within 20 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 10 days after the effective date:

- ☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.
- ☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- ☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 20 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party NONE (insert amount or percentage) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new

document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date of Buyer's actual receipt of the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: NONE

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single period of an additional _____ days by depositing additional earnest money in the amount of \$ _____ with the title company. If no dollar amount is stated in this Paragraph or if Buyer fails to timely deposit the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

- (3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

- ☐ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- ☒ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- ☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- ☒ (d) copies property tax statements for the Property for the previous 2 calendar years;
- ☒ (e) plats of the Property;
- ☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
- ☐ (g) _____

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

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

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

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

8. **LEASES:**

- A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller

must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. **Estoppel Certificates:** Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 - Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Stransky Properties, LLC

Cooperating Broker: Oakwell Ventures, Inc.

Agent: Stephen Stransky

Agent: David Richardson

Address: 24198 Old Fredericksburg Rd.

Address: 222 Ridgecrest

San Antonio, TX 78257

San Antonio, TX 78209

Phone & Fax: (210)254-7700 (210)568-4650

Phone & Fax: (212)464-7381

(210)829-1899

E-mail: Stephen@stranskyproperties.com

E-mail: David@missiondng.com

License No.: 481714

License No.: 694802

Principal Broker: (Check only one box)

- ☒ represents Seller only.
☐ represents Buyer only.
☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. **Fees:** (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- ☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- ☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:

☒ 3.000 % of the sales price.

Cooperating Broker a total cash fee of:

☒ 2.500 % of the sales price.

The cash fees will be paid in _____ County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

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

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

10. CLOSING:

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

(1) ☒ 30 days after the expiration of the feasibility period.

☐ _____ (specific date).

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

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

- C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☒ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

(1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;

(2) without any assumed loans in default; and

(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

(1) tax statements showing no delinquent taxes on the Property;

(2) an assignment of all leases to or on the Property;

(3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;

(4) evidence that the person executing this contract is legally capable and authorized to bind Seller;

(5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and

(6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

- E. At closing, Buyer will:

(1) pay the sales price in good funds acceptable to the title company;

(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;

(3) sign and send to each tenant in a lease for any part of the Property a written statement that:

(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and

(b) specifies the exact dollar amount of the security deposit;

(4) sign an assumption of all leases then in effect; and

(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee;
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)
☐ ~~enforce specific performance, or seek such other relief as may be provided by law.~~
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

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

- A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or
- B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

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

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. ☐ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

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

- ☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).
- ☒ B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

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

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

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

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

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☐ (1) Property Description Exhibit identified in Paragraph 2;
 - ☐ (2) Commercial Contract Financing Addendum (TAR-1931);
 - ☐ (3) Commercial Property Condition Statement (TAR-1408);
 - ☐ (4) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
 - ☐ (6) Addendum for Coastal Area Property (TAR-1915);
 - ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - ☐ (8) Information About Brokerage Services (TAR-2501);
 - ☐ (9) Information About Mineral Clauses in Contract Forms (TAR-2509); and
 - ☐ (10) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you

will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TAR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

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

Commercial Contract - Unimproved Property concerning 9.91 acres in San Marcos, Texas 78666

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

Seller: The George Barnum Estate

Buyer: Mission DG, Ltd.

c/o Stephen Sfransky

Attn: Mark Tolley

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: Laura K. Barnum
Laura K. Barnum

AGREEMENT BETWEEN BROKERS

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

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

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

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

Principal Broker: _____

Cooperating Broker: _____

By: _____

By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: _____

Address: _____

Address: _____

Phone & Fax: _____

Phone & Fax: _____

E-mail: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Seller.
☐ Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- ☐ the title company sends to Buyer.
☐ Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- ☒ A. the contract on this day 4/30/19 (effective date);
☒ B. earnest money in the amount of \$ 10,000 in the form of WIRE on 5/3/19.

Title company: Texas National TitleAddress: 721 Hwy 290 W, Ste. 200By: Amanda for Michelle Lemay-FlemingAddress: Dripping Springs, TX 78620Assigned file number (GF#): T-117247Phone & Fax: (512) 337-0940 # (512) 519-8983E-mail: Michelle.Fleming@TexasNationalTitle.com

Affordable / Workforce Housing Policy

Purpose: Define issues associated with the expansion and preservation of diverse, affordable housing choices, in San Marcos and identify specific goals and strategies to address those issues in a manner consistent with the vision expressed in the City's Comprehensive Plan.

Vision San Marcos Neighborhood & Housing Vision Statement

We envision San Marcos to have a strong, more comprehensive foundation of safe, stable neighborhoods while preserving and protecting the historical, cultural, and natural identities of those neighborhoods.

Importance: Affordable housing is important to the economic vitality of San Marcos as an adequate supply supports the local work force and allows them to live close to their jobs. Shorter commutes reduce traffic congestion, air pollution, and expenditures on road maintenance. Having an adequate housing supply also provides a competitive advantage for area employers. Affordable housing benefits families by alleviating overcrowding, reduces the potential of foreclosure and evictions, and may provide the housing stability that is vital to the emotional well-being of children.

Definitions:

- Area Median Income (AMI) – The area median income is the midpoint of a region's income distribution. San Marcos is located within the Austin Round Rock MSA. Federal housing programs utilize the area median income as the basis for funding.
 - Example: the 2018 median family income for a family of 4 in the Austin Round Rock MSA is \$86,000
- San Marcos Median Family Income (MFI) – The median family annual income for residents of the City of San Marcos as established by the most current data available from the U. S. Census Bureau. This term is defined by the Census Bureau as "The sum of income of all family members 15 years and older living in the household. Families are groups of two or more people (one of whom is the householder) related by birth, marriage, or adoption and residing together; all such people (including related subfamily members) are considered as members of one family."
 - This number is expected to change from year to year as census records are updated.
 - Example: the 2012-2016 American Community Survey data shows that the Median San Marcos Family Income is \$46,736;
- Affordable Housing – Generally construed to mean that a low or moderate-income family can afford to buy or rent a decent quality dwelling without spending more than 30% of its income on shelter. Generally, affordable housing incentives will be targeted to persons earning 80% or less of the Area Median Income.
- Workforce Housing - Housing for moderate-income workers in professions needed in all communities such as teachers, fire fighters, and nurses. Generally, workforce housing incentives are targeted to employees earning no more than 140% of Area Median Income
- Location Efficient Areas – Areas (a) where transportation costs are low or where public investment will make transportation more affordable in the future, (b) that are located in close proximity to schools, health related facilities, amenities such as parks and childcare, vital retail establishments (pharmacy, groceries, etc.) and (c) are pedestrian/bicycle friendly.

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OWNER-OCCUPIED HOUSING

ISSUES, GOALS, AND STRATEGIES FOR IMPLEMENTATION

1. LOW RATES OF HOME OWNERSHIP

- a. Increase home ownership rate
 - i. Offer targeted homebuyer down payment/closing cost loan programs to encourage those who work in San Marcos to become San Marcos home owners. Review program viability and need for continuing funding during annual budget process. Homes must be located inside the corporate limits. Possible targets might include:
 - 1. First Time Homebuyers – if funded through the CDBG program, homebuyers will be qualified using HUD income limits.
 - 2. Texas State Professors (continuation of existing program)
 - 3. Workforce incentive for school teachers, CTMC employees, Texas State University employees, veterans, and law enforcement professionals who do not earn more than 140% of San Marcos MFI. Generally, this will be targeted to employees working in San Marcos.
 - 4. City of San Marcos full-time employees who have successfully completed their probationary period. The City Manager may be authorized to review and approve applications by part-time employees on a case-by-case basis.
 - ii. Utilizing San Marcos economic development professionals (city staff & consultants) periodically evaluate new/expanding businesses to have a clearer understanding of the type of housing required and its availability and potential need for targeted homebuyer incentives.
 - iii. Maintain a “Housing” section on City’s Webpage

2. THERE IS A NEED FOR MORE DIVERSITY IN THE TYPES/SIZES OF HOUSING UNITS BEING PRODUCED

- a. Encourage the creation of a diverse housing stock
 - i. Review development codes to reduce/remove regulatory barriers to allow alternative housing types that foster affordability such as:
 - 1. Micro homes / efficiency dwelling units
 - 2. Mixed use buildings
 - 3. Zero-lot line homes
 - 4. Courtyard homes
 - 5. Industrial (pre-fab) housing that meets construction codes – with design standards that will ensure the home is compatible with the surrounding area.
 - 6. Housing designed for persons with special needs

The Development Code shall establish criteria that ensures alternative housing is appropriately located.

- ii. Provide “pre-approved” building plans for micro/efficiency homes to builders who are constructing affordable housing to expedite review times and reduce up-front costs.

b. Reduce builder’s costs for owner-occupied affordable / workforce housing development

- i. Review/modify development regulations that increase costs without clear rationale or benefit such as lot sizes, setbacks, parking requirements, street width standards
- ii. Provide “pre-approved” building plans suitable for affordable / workforce housing
- iii. Provide development code/construction permitting fee waivers and/or rebates for community-based non-profit organizations that build affordable housing for developers building affordable or workforce housing.
- iv. Explore using development incentives to encourage developers to voluntarily include housing designed to be owner-occupied and affordable for low to moderate income households. Incentives might include:
 - 1. Considering an increase in height beyond five stores in the Downtown Smart Code District in proportion to the number of affordable units created.
 - 2. Developing an “affordable housing fund” program that accepts fee-in-lieu payments rather than the construction of affordable housing. As adequate funds accumulate, the City could acquire land to be used for affordable housing construction.
 - 3. Allowing developers to construct the affordable units in off-site locations (sites to be approved by the City at the time the development incentive is approved).

c. Encourage in-fill housing development in older, established neighborhoods

- i. Update the City’s existing Infill Housing Incentive Program to provide incentives for affordable and/or workforce housing development.
- ii. Coordinate as practical the affordable/workforce housing program with the Place Based Economic Development Policy.
- iii. Market the programs to developers, realtors, and lenders.

3. **THE CITY’S AGING HOUSING STOCK AND OLDER NEIGHBORHOODS NEED TO BE MAINTAINED IN GOOD CONDITION.**

a. Reduce costs of renovating older homes while ensuring that modern safety concerns are addressed.

- i. Review development code regulations applicable to non-conforming residential structures regarding repairs and modifications, reconstruction after destruction, and non-conforming moved structures to ensure that the standards provide maximum flexibility while not compromising safety.

b. Assist low income homeowners with the costs of maintaining their homes.

- i. Consider providing funding for housing rehabilitation programs that provide free housing rehab to low income families.
- ii. Seek additional funding sources and identify potential non-profit partners to carry out housing rehab/reconstruction programs.

- c. Assist low income families to create developable lots on property with clouded titles.
 - i. Develop and/or sponsor programs that assist families in clearing title to real property – which will facilitate the rehabilitation of dilapidated structures and the redevelopment of vacant lots.

4. HOUSING COSTS (OTHER THAN MORTGAGE PAYMENTS) CAN CREATE A BURDEN FOR LOW AND MODERATE INCOME PERSONS

- a. Reduce transportation costs through development of housing in Location Efficient Areas (LEA).
 - i. Define parameters for establishing Location Efficient Areas & review development codes to ensure they encourage affordable / workforce development therein.
 - ii. Identify areas appropriate for designation as a Local Efficient Area.
 - iii. Target incentives for development of affordable / workforce housing in LEAs.
- b. Improve energy efficiency to reduce housing costs.
 - i. Continue energy audit and indoor water survey programs, maintain funding for energy efficiency rebate programs, and continue public education about programs
 - ii. Utilize energy audits to identify low-income households with a history of very high utility bills whose energy use could be lowered through energy efficiency upgrades. Refer residents to available programs that assist with weatherization or other energy efficiency upgrades.
 - iii. Seek grants supporting this goal and evaluate feasibility of implementing them. The feasibility review shall include staffing requirements and associated costs compared to benefits from the grant.
 - iv. Periodically evaluate and analyze the impact energy efficiency development / improvements has on utility usage and costs.

5. LAND ACQUISITION COSTS ARE PASSED ON TO HOMEBUYERS

- a. Increase supply of sites available for owner-occupied housing.
 - i. Enter into cooperative agreements with other taxing entities to create a program that will identify tax-forfeiture properties appropriate for residential development or redevelopment and made them available for affordable housing development.
 - ii. Evaluate existing city-owned property for suitability for residential development and donate appropriate sites to non-profit organizations to build affordable housing.
 - iii. Consider allocating funding to purchase land to be donated to community-based non-profit organizations (such as Habitat for Humanity) for affordable housing development.
 - iv. Utilize the City's Unsafe Structures Program to create clean, developable lots dedicated to affordable housing development.

RENTAL HOUSING

1. THERE IS A NEED FOR MORE DIVERSITY IN THE TYPES/SIZES OF HOUSING UNITS BEING PRODUCED

- a. Encourage the creation of a diverse housing stock
 - i. Review development codes to reduce/remove regulatory barriers to allow alternative housing types that foster affordability such as:
 1. Micro homes / efficiency dwelling units
 2. Accessory dwelling units - with specific criteria for approval such as the primary dwelling must be the homestead of the homeowner and the house and accessory dwelling unit combined must still be able to comply with any applicable occupancy limits.
 3. Mixed use buildings
 4. Zero-lot line homes
 5. Courtyard homes
 6. Industrial (pre-fab) housing that meets construction codes – with design standards that will ensure the home is compatible with the surrounding area.
 7. Housing designed for persons with special needs

The Development Code shall establish criteria that ensures alternative housing is appropriately located.

2. THE CITY'S AGING HOUSING STOCK AND OLDER NEIGHBORHOODS NEED TO BE MAINTAINED IN GOOD CONDITION.

- a. Reduce costs of renovating older homes while ensuring that modern safety concerns are addressed.
 - i. Review development code regulations applicable to non-conforming residential structures regarding repairs and modifications, reconstruction after destruction, and non-conforming moved structures to ensure that the standards provide maximum flexibility while not compromising safety.
- b. Ensure that aging rental units remain in compliance with safety codes.
 - i. Establish an inspection program that establishes periodic inspections and appropriate responses to complaints from residents
 - ii. Consider adoption of an incentive program to encourage the renovation of small, older residential rental property; incentives might include fee rebates upon the unit passing final inspection.

3. HOUSING COSTS (OTHER THAN RENT PAYMENTS) CAN CREATE A BURDEN FOR LOW AND MODERATE INCOME PERSONS

- a. Reduce transportation costs through development of housing in Location Efficient Areas (LEA).
 - i. Define parameters for establishing Location Efficient Areas & review development codes to ensure they encourage affordable / workforce development therein.

- ii. Identify areas appropriate for designation as a Local Efficient Area
- iii. Target incentives for development of affordable / workforce housing in LEAs.
- b. Improve energy efficiency to reduce housing costs.
 - i. Continue energy audit and indoor water survey programs, maintain funding for energy efficiency rebate programs, and continue public education about programs
 - ii. Utilize energy audits to identify low-income households with a history of very high utility bills whose energy use could be lowered through energy efficiency upgrades. Refer residents to available programs that assist with weatherization or other energy efficiency upgrades.

LOW INCOME HOUSING TAX CREDIT POLICY (LIHTC)

The City of San Marcos utilizes the following criteria in order to determine whether a resolution of support will be recommended for consideration by the City Council.

Resolutions of Support

Applications must meet at least 56 of the 89 criteria below, including criteria #1, in order to receive a staff recommendation for a Resolution of Support. **The proposed Project will meet 6 of the 8 criteria**

Criteria

- ✓ 1. No exemption from local taxes ~~is provided~~ may be considered unless the project meets the criteria listed below. The purpose of this criteria is to help increase the City's inventory of affordable units and ensure that units benefiting from the program are reserved for low income households that need them.
 - a. A minimum of 10% of all units within the project shall be affordable to households at or below 30% percent of the AMI for the duration of the tax exemption.
 - b. A minimum of 10% of the units affordable to households at or below 30% of the AMI shall be ADA accessible.
 - c. A minimum of 35% of the units within a project that is not age-restricted shall include a minimum of three bedrooms in each unit.
 - d. The project shall include these criteria in the Texas Department of Housing and Community Affairs Land Use Restriction Agreement (LURA).
 - ~~1-e.~~ When considering a recommendation of support, preference should be given to projects that utilize a local entity for such tax exemptions.
- ✓ 2. The proposed units address a housing need identified in this housing policy or in the City's current consolidated plan for HUD programs.
- ✓ 3. The project is located within a high or medium intensity zone on the preferred scenario map.
- ✓ 4. The project is not proposed to develop under a legacy district on the City's current zoning map.
- 5. The project is located within half (.5) mile walking distance from services such as grocery, medical facilities, and schools.
- ✓ 6. The project is located within one quarter (.25) mile walking distance of a proposed or existing bus stop on a current or planned transit route. If the project is not located within one quarter (.25) mile walking

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distance of a proposed or existing bus stop on a current or planned transit route, a private shuttle service for residents is provided in accordance with TDHCA requirements.

7. The project is renovating or redeveloping an existing multifamily complex or under-performing development.

~~8. The project is mixed income and provides at least 20% market rate units.~~

8. The project incorporates wraparound support services that provide flexible voluntary social, economic, or education benefits to the residents. Proposed support services should:

a. Meet the needs of the local community;

b. Utilize local support services and resources;

c. Exceed the minimum TDHCA requirements for amenities; and

~~9-d.~~ Submit to the City the Project's TDHCA Application for Low Income Housing Tax Credits and includes the list of amenities in the Project's Land Use Restriction Agreement (LURA).

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