RESOLUTION 2026-RXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS, RECOMMENDING THE NEW BRAUNFELS UTILITIES BOARD OF TRUSTEES EXEMPT CAPITAL IMPACT AND RECOVERY FEES - PER THE IMPACT FEE WAIVER POLICY - IN AN AMOUNT UP TO $500,000, FOR THE PARK AT DOGWOOD, AN ELIGIBLE AFFORDABLE HOUSING PROJECT.

WHEREAS, the City of New Braunfels Strategic Plan recommends the City support and encourage opportunities to leverage private and public sector dollars for use as gap financing in the production and preservation of affordable workforce housing units; and

WHEREAS, Park at Dogwood (the Project) is a proposed 76-unit garden-style, new Low Income Housing Tax Credit (LIHTC) development at 1869 McQueeney Road in New Braunfels; and

WHEREAS, the City previously approved a resolution in support of the application for the 2024 competitive LIHTC program; and

WHEREAS, the Park at Dogwood project will provide quality affordable housing for a critical segment of working or senior residents and approximately 3,500 households would be eligible for these units; and

WHEREAS, the Project will include housing units available to households earning thirty percent (30%), fifty percent (50%), and sixty percent (60%) area median income; and

WHEREAS, the Project has demonstrated a sizeable financing shortfall that affects the viability and feasibility of the Project; and

WHEREAS, Section 130-408 of the City's Code of Ordinances states that New Braunfels Utilities (NBU) shall adopt a policy with respect to waivers; and

WHEREAS, Chapter 395 of Texas Local Government Code states that an impact fee may be reduced or waived for any units that qualify as affordable housing under 42 U.S.C. §12745; and

WHEREAS, New Braunfels Utilities (NBU) adopted an Impact Fee Waiver Policy (the Policy) (Exhibit B) that prescribes how projects defined as affordable housing can qualify for waivers of capital recovery fees, one of which is a Resolution from the City Council finding the project meets the affordable housing criteria and a recommendation that the NBU Board of Trustees should approve the waiver; and

WHEREAS, the Texas Department of Housing and Community Affairs (TDHCA) has provided a reservation of housing tax credits (Exhibit A); and

WHEREAS, the City has determined the Project will qualify as affordable housing and meets federal, state, and local requirements, including 42 U.S.C. §12745 and applicable subsections; and

WHEREAS, a fee reduction made possible through the Policy is a viable method to address the capital shortfalls experienced by the Project; and

WHEREAS, City Council of the City of New Braunfels recommends support by waving NBU fees for the Park at Dogwood.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW BRAUNFELS, TEXAS:

THAT up to $500,000 in capital impact and recovery fees be exempted for the Park at Dogwood, an eligible affordable housing project, per the New Braunfels Utilities Impact Fee Waiver Policy, is hereby recommended.

PASSED, ADOPTED AND APPROVED this 24th day of August, 2026.

____
MICHAEL FRENCH, *Mayor*

ATTEST:

____
GAYLE WILKINSON, *City Secretary*

Policy Type		**Approval Authority**		**Adopted**	**Effective**
Board Approved		NBU Board of Trustees		**12/8/2022**	**12/8/2022**
Responsible Executive		**Responsible Department**		**Contact**	
Dawn Schriewer		Finance		John Warren	
Reviewed/Approved by Executive Director		**Reviewed/Approved by General Counsel & Chief Ethics Officer**		**Reviewed/Approved by CEO**	
Name	**Date Signed**	**Name**	**Date Signed**	**Name**	**Date Signed**
Dawn Schriewer	December 9, 2022	Connie Lock	December 9, 2022	Ian Taylor	December 9, 2022
Dawn Schriewer		Connie C. Lock			
Signature		**Signature**		**Signature**	

I. GENERAL PROVISIONS

A. Policy Statement

The Board of Trustees of New Braunfels Utilities ("NBU") supports local efforts to (i) provide affordable housing to qualified citizens of the City of New Braunfels (the "City) and Comal County and (ii) industrial development and economic growth in the City and its surrounding area. In order to further these valid goals and to promote affordable housing, industrial development, and economic growth in the City and its surrounding area, NBU has formulated this Impact Fee Waiver Policy (the "Policy") for Manufacturers and Service Industries (defined hereafter) and Affordable Housing (defined hereafter).

Entities that own qualifying real and personal property and are willing to execute a contract with the City and NBU (the "Contract") may apply for a full or partial waiver of Impact Fees (defined hereafter) designed to promote long-term significant positive economic impact to the community. The term of the Contract will vary, as will the percentage of total Impact Fees waived, depending upon the representations of applicant and the conditions required by the City as set forth in the Contract.

B. Definitions

1. Affordable Housing shall have the same meaning as it is defined in Chapter 395 of the Texas Local Government Code.
2. Manufacturers and Service Industries shall have the same meaning as it is defined Chapter 501.002 of the Texas Local Government Code as described by the North American Industry Classification System (NAICS).
3. Capital Recovery Fees or Impact Fees shall have the same meaning and refer to impact fees as defined in Chapter 395 of the Texas Local Government Code and Section 130-336 of the City's Code of Ordinances and may be used interchangeably.

C. **Governing Authority**

1. Waivers of Capital Recovery Fees will be considered by the Board of Trustees for Primary Industries applicants seeking relief in accordance with provisions of the City's Code of Ordinances, which may provide for waivers for projects resulting in substantial economic benefit to the City:

   > ***Sec. 130-408. - Relief procedures.*** *NBU shall adopt a policy consistent with the provisions of the Act and its successors with respect to variances or waivers of provisions of this article. Such policy may provide for a waiver or variance if there is a finding that the proposed waiver would result in substantial economic benefit to the city.*

2. Waivers of Capital Recovery Fees for any service unit that would qualify as Affordable Housing will be considered by the Board of Trustees for Affordable Housing applicants seeking relief in accordance with the Section 130-408 of the City's Code of Ordinances and the authority granted in Chapter 395 of the Texas Local Government Code:

   > ***Section 395.016 (g).*** *Notwithstanding Subsections (a)-(e) and Section 395.017 (Additional Fee Prohibited; Exception), the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.*

D. **Qualifying Projects**

1. For companies in Primary Industries requesting a waiver of Impact Fees, the applicant must satisfy the following prior to Board consideration:

   i) an application by the applicant for water and/or sewer service and electric service from NBU;
   ii) a finding (by Resolution) of the City Council of the City that the applicant project would result in substantial economic benefit to the City and a recommendation that the Board of Trustees of NBU should approve the waiver; and

iii) a recommendation by NBU staff that the applicant project will provide financial benefits to NBU based on an analysis of the applicant project.

2. For projects that qualify as Affordable Housing and request a waiver of Impact Fees, the applicant must satisfy the following prior to Board consideration:

   i) an application by the applicant for water and/or sewer service and electric service from NBU;
   ii) a finding (by Resolution) of the City that the applicant project meets the Affordable Housing criteria and a recommendation that the Board of Trustees of NBU should approve the waiver; and,
   iii) a recommendation by NBU staff that the applicant project will provide financial benefits to NBU based on an analysis of the applicant project.

E. **Terms and Limitations**

1. **Maximum Cap for Waivers Available in any Calendar Year**
   To maintain the financial integrity of NBU and to generate adequate revenue to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to new development, the Board of Trustees will not grant waivers of Impact Fees in any given calendar year that cumulatively exceed $500,000 across all projects.

2. **Amount of Waiver is Discretionary**
   The full or partial waiver of Impact Fees to be assessed on a qualifying project shall be set at the discretion of the City and the NBU Board of Trustees and will be dependent on the economic benefit of the project, representations of the applicant, and available waiver amounts left in the yearly maximum cap of waivers set out above.

3. **Conditional Waiver**
   The Board of Trustees may grant a conditional waiver of the eligible amount of Impact Fees otherwise due by the waiver applicant. If a conditional waiver is granted, the applicant will not be required to pay the Impact Fees waived prior to obtaining connection or service. If the applicant satisfies its obligations under the Contract, as solely determined by NBU, the conditions to the waiver will be satisfied.

4. **Expansion of Local Businesses**
   The expansion of a Manufacturer or Service Industry can qualify for waiver of additional Impact Fees if the changes in water or sewer service result in assessment of additional Impact Fees. If additional fees are assessed, this will count towards the cumulative cap of $500,000, in any given calendar year.

5. **Not retroactive**
   Waivers are not retroactive for fees already paid. No reimbursements will be granted.

6. **Failure to Comply**
   Any conditional waiver granted under this Policy will have been made based on representations of applicant as set out in the Contract. The applicant will have the time provided in the Contract within which to satisfy the requirements of the waiver. In the event the applicant fails to comply with its contractual obligations, in the sole determination of NBU, it will be required to pay the Impact Fees, together with any accrued interest, as provided in the Contract.

   The staff of NBU will confer with the taxing authorities, the City, the Chamber of Commerce, and with other entities having information with respect to whether or not the applicant has fulfilled its obligations under the Contract and make an appropriate recommendation to the Board of Trustees.

   In the event the Board of Trustees determines that the applicant has failed to meet its contractual obligations, the waiver will be rescinded, and the applicant will be billed for all amounts due for Impact Fees and any interest on its next utility bill. In the event that the full amount of the utility bill, which includes the Impact Fees and any applicable interest, is not timely paid within the applicable grace period, NBU may institute default and termination procedures for utility service as provided in the Code of Ordinances of the City.

II. ADOPTION

This Policy applies to any property owner or developer requesting water and wastewater extensions to property both within the city limits of the City and outside the city limits. This Policy is effective immediately upon adoption by the Board of Trustees.

III. ADMINISTRATIVE MATTERS

NBU staff shall develop procedures for application, processing, and evaluation of the economic benefit to NBU for each applicant seeking waivers in accordance with Section 130-408 of the City's Code of Ordinances and Chapter 395 of the Texas Local Government Code.

EXHIBIT B

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
HOUSING TAX CREDIT PROGRAM
COMMITMENT

This Housing Tax Credit Commitment (the "**Commitment**") in connection with an award of Housing Tax Credits from the 2024 State Housing Credit Ceiling, as defined in 10 TAC §11.1(d)(123), is made and entered into by and between the **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**, a public and official agency of the State of Texas (the "**Department**"), and **COMAL PARTNERS, L.P.,** (the "**Development Owner**"), herein collectively referred to as the "**Parties**." This Commitment does not constitute an "allocation" for purposes of Section 42 of the Internal Revenue Code.

RECITALS

WHEREAS, Development Owner agrees to carry out the new construction (including adaptive re-use), rehabilitation, and/or reconstruction of the Development as more fully described in TDHCA application number **24079** (the "Application") and in accordance with all representations made in the Application, as may be amended from time to time in accordance with the Department's rules, and as required to adhere to Chapter 2306 of the Texas Government Code ("Chapter 2306"); Title 10 of the Texas Administrative Code ("10 TAC") Chapter 1 ("Administration"), Chapter 10 ("Uniform Multifamily Rules"), and Chapter 11 ("Qualified Allocation Plan"); Section 42 of the Internal Revenue Code ("Section 42"), all applicable Internal Revenue Service ("IRS") notices and revenue rulings, all applicable Regulations and Decisions of the United States Department of the Treasury, and all other applicable state and federal laws, rules, regulations, and other requirements, all collectively referred to herein as the "Legal Authorities"; and

WHEREAS, Department has reviewed the Application, and on July 25, 2024, the Governing Board of the Department approved both an award of Housing Tax Credits and the establishment of a waitlist for possible further awards of Housing Tax Credits, the waitlist to be administered in accordance with the Legal Authorities;

NOW, **THEREFORE**, for and in consideration of the premises herein expressed, and the mutual benefits derived and to be derived, the Parties hereto, each intending to be legally bound, do by their execution hereof agree as follows:

TERMS

The following terms shall have the meanings specified:

Development	**PARK AT DOGWOOD**
Development Owner	**Comal Partners, L.P.**
Development Address	**NEC MCQUEENY ROAD AT COUNTY LINE MEMORIAL TRAIL** **NEW BRAUNFELS, TX 78130**
Building Identification Numbers	**TX 24-07901 - 24-07999**
Set-Asides	**NONE**
Allocation Category	**NEW CONSTRUCTION**
Annual Tax Credit Commitment Amount	**$2,000,000**
Contact Person	**BYRON BURKHALTER**
Contact Address	**124 ONE MADISON PLAZA** Suite 1500 **MADISON, ~~TX 39110-~~** MS, 39110
Contact Phone/Email	**BYRON@THEPARKCOMPANIES.COM**
Effective Date of Commitment	**August 26, 2024**
Expiration Date of Commitment	**September 25, 2024**

CONDITIONS

The Annual Tax Credit Commitment Amount reflected in the Commitment is the maximum amount of tax credits awarded by the Board. It is subject to downward (but not upward) adjustment in accordance with applicable laws, rules, and regulations concerning the issuance of IRS Form 8609 for each building so as to ensure, among other things, that no more credits than necessary are provided and ultimately allocated. In issuing this Commitment, the Department has relied upon the information submitted by the Development Owner to be accurate and complete in all material respects. The Department reserves the right to revoke, modify, or terminate this Commitment if the Department determines, in accordance with any applicable Legal Authorities, that the Development Owner has provided erroneous, misleading, incomplete, false, or fraudulent information to the Department or other parties for which the Legal Authorities require notification in connection with the Application for Housing Tax Credits or has in a material manner failed to comply with any state or federal requirement applicable to the Application for and awarding of Housing Tax Credits, and such failure cannot be cured or waived.

Pursuant to 10 TAC §10.402(a) of the Uniform Multifamily Rules, unless sooner terminated in accordance with applicable Legal Authorities, this Commitment shall expire on the date specified herein below in paragraph A unless the Development Owner indicates acceptance by executing the Commitment, paying the required fees specified in 10 TAC §11.901 of the Qualified Allocation Plan, and timely and fully satisfying any and all other conditions set forth herein, imposed by the Department's Board in the making of the award, or in the Uniform Multifamily Rules. As provided for in 10 TAC §10.402(a), the Commitment expiration noted in paragraph A below may not be extended. Without limitation, failure to submit the documentation in sections A.1.-6. below, by the specified submission dates, may result in the termination of the award documented in this Commitment:

A. Not later than **September 25, 2024**, which is the expiration date of this Commitment, the Development Owner must provide in form and substance satisfactory to the Department in its reasonable judgment all of the following items (if not already provided):

1. This Commitment, accepted and agreed to by the Development Owner, as evidenced by the original signature of an individual duly represented as being authorized to act on behalf of the Development Owner without need of joinder or approval by anyone else;

2. In accordance with 10 TAC §11.901(6) of the Qualified Allocation Plan, a check for the Commitment Fee in the amount of **$80,000**;

3. In accordance with 10 TAC §10.402(d) of the Uniform Multifamily Rules, each and all of the following documents must be submitted by the Development Owner and failure to provide these documents may cause this Commitment to be rescinded:

   a. For entities organized under the laws of the State of Texas, a copy of the Certificate of Filing for the Certificate of Formation and a Certificate of Fact from the Office of the Secretary of State. For entities organized under the laws of a jurisdiction other than the State of Texas, a Certificate of Application for foreign qualification in Texas and a Certificate of Fact from the Texas Secretary of State. If the entity is newly formed and a Certificate of Fact is not available, a statement is provided to that effect;

   b. A current statement of Franchise Tax Account Status issued by the Texas Comptroller of Public Accounts or, if the entity is newly formed and no status is available, a statement by the Development Owner must be provided to that effect;

   c. Evidence that the signer(s) of the Commitment has (have) the authority to sign on behalf of the Applicant in the form of a certified corporate resolution which indicates the person or sub-entity in Control consistent with the entity contemplated and described in the Application and that those Person(s) signing the Commitment constitute all Persons required to sign or submit such documents; if intervening persons or entities are involved in any such execution, certified resolutions as to the authority of each and all persons executing or executing on behalf of any entity must also be provided;

   d. Evidence of final approval of any zoning that is required or was proposed or needed to be changed pursuant to the Development plan;

   e. Evidence that any necessary replatting in order to vacate a right of way has been completed and evidence of control of the entire Development Site;

f. Evidence of satisfaction of any conditions identified in the Credit Underwriting Analysis Report, in the conditions approved by the Board from the Executive Award Review and Advisory Committee as provided for in 10 TAC Chapter 1, Subchapter C (relating to Previous Participation Review), in the conditions approved by the Board regarding 10 TAC §11.101(a)(2) related to Undesirable Site Features, in the conditions approved by the Board regarding 10 TAC §11.101(a)(3) related to Neighborhood Risk Factors, or any other conditions of the award required to be met at the time of Commitment;

g. Documentation of any changes to representations made in the Application subject to 10 TAC §10.405 of the Uniform Multifamily Rules (relating to Amendments and Extensions); and

h. For Applications underwritten with a property tax exemption, documentation must be submitted in the form of a letter from an attorney identifying the statutory basis for the exemption and indicating that the exemption is reasonably achievable subject to appraisal district review. Additionally, any Development with a proposed Payment in Lieu of Taxes agreement or similar agreement, however designated ("PILOT") must provide evidence regarding the statutory basis for the PILOT and its terms.

4. If the Applicant proposes to relocate existing units in an otherwise qualifying At-Risk Development, provide evidence that the affordability restrictions and any At-Risk eligible subsidies are approved to be transferred to the Development Site.

B. In accordance with 10 TAC §10.402(f) of the Uniform Multifamily Rules, all documents outlined in the Carryover Manual, including for USDA-funded developments, documentation of the submission of a complete Preliminary Assessment Tool to the USDA, relating to the execution of a **Carryover Allocation Agreement** pursuant to §42(h)(1) of the Internal Revenue Code and Treasury Regulations §1.42-6 must be submitted to the Department no later than 5:00 p.m. Austin local time on **November 1, 2024**, unless such date has been extended in writing by Department. Requested extensions made after that time and date will not be considered by staff.

C. In accordance with 10 TAC §10.402(g) of the Uniform Multifamily Rules and pursuant to §42(h)(1)(E)(i) and (ii) of the Internal Revenue Code, all documents outlined in the Post Carryover Activities Manual relating to the 10% Test must be submitted to the Department no later than 5:00 p.m. Austin local time on **July 1, 2025**, unless extended in writing by Department. Requested extensions made after that time and date will not be considered by staff.

D. In accordance with §42(h)(1)(E)(i) of the Internal Revenue Code, all Buildings in the Development must be placed in service no later than **December 31, 2026**.

E. Extensions to the deadlines itemized in paragraphs B and C, to the extent permitted under the Legal Authorities, must be requested in accordance with 10 TAC §10.405(c) of the Uniform Multifamily Rules and must be submitted prior to the date for which an extension is being requested. The Department may require documentation relating to the need for any extension and staff may recommend and the Board may assess point deductions on other current or future applications in accordance with Tex. Gov't Code §2306.6710(b)(2).

F. Subsequent to the allocation of tax credits, should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted. If additional funds are required to ensure financial feasibility there can be no assurance that additional funds or other financial assistance will be available from the Department. In no event will the amount of Housing Tax Credits be increased.

This Commitment is subject to the following Development-specific conditions as reflected in the Department's published Credit Underwriting Analysis Report. Unless otherwise stated within the specific condition (which may not conflict with any of the Legal Authorities), the documentation required to demonstrate satisfaction of each condition must be submitted to the Department not later than 5:00 p.m. Austin local time on **September 25, 2024**.

Receipt and acceptance by Commitment: Certification that if the site is in the 100-year floodplain when it places in service, the finished ground floor elevation of the buildings will be at least one foot above the floodplain and that parking and drive areas will be no more than 6 inches below the floodplain; and that the Owner will provide flood insurance for the buildings as long as they remain in the floodplain.

Receipt and acceptance by Cost Certification:

a: Architect or engineer certification that the finished ground floor elevation for each building is at least one foot above the floodplain and that all drives and parking areas are not more than 6 inches below the floodplain; or certification (including a Letter of Map Amendment or Revision ("LOMA / LOMR-F") if applicable, documenting that the development is not within the 100 year floodplain.

b: For any buildings remaining in the floodplain, documentation that flood insurance is in place at the property owner's expense covering the buildings and coverage will remain in force as long as they remain in the floodplain.

Should any terms of the proposed capital structure change or if there are material changes to the overall development plan or costs, the analysis must be re-evaluated and adjustment to the credit allocation and/or terms of other TDHCA funds may be warranted.

G. This Commitment is also subject to the following Development-specific conditions as imposed by the Board regarding 10 TAC §11.101(a)(2) related to Undesirable Site Features

NA

H. This Commitment is also subject to the following Development-specific conditions as imposed by the Board regarding 10 TAC §11.101(a)(3) related to Neighborhood Risk Factors

NA

I. This Commitment is also subject to the following Development-specific conditions as imposed by the Board in its award

NA

J. Development Owner acknowledges that this Commitment does not represent a commitment of any funds awarded under the Multifamily Direct Loan Program; award Letters and specific Direct Loan Conditions for Multifamily Direct Loans will be issued separately from this Commitment Notice. However, those Development Owners awarded Multifamily Direct Loans composed of HOME funds from the Department are cautioned against taking any choice-limiting action as described and addressed in CPD Notice 01-11, including but not limited to any transfers or assignments of the property, in anticipation of the Federal commitment but prior to receiving Federal environmental clearance from the Department. Development Owners expecting to ultimately receive a commitment of any such funds from the Department are encouraged to familiarize themselves in detail with the HUD environmental review process and, if applicable, submit their request for Federal environmental clearance as soon as possible, but in no event later than with the applicable date indicated in 10 TAC §13.11(b) (2). Choice-limiting activities as defined by HUD in 24 CFR Part 58 may result in the termination or rescission of any related funding commitment and potentially lead to the revocation of this Commitment as a result of the financial infeasibility created by the loss of such funds and further penalties pursuant to 10 TAC §13.11(a) and 10 TAC §11.9(f).

K. Included with this Commitment is the "Application Verification and Compliance Review" form. This review form contains representations from the Application, changes during the Application process, and the Application as underwritten and approved by the Board. Please review the attachment for accuracy and identify any errors by marking the corrected information in red. This is solely to facilitate a detailed review of said representations and the legal obligations they have created and does not constitute an opportunity to change, modify, abrogate, or otherwise alter any such representation or the enforceability thereof. The Application Verification and Compliance Review form, initialed and signed by a person with full authority to act on behalf of the Development Owner, must be submitted with this Commitment.

L. In addition to the requirements of the Legal Authorities, Development Owner hereby agrees and acknowledges that all assurances, pledges, conditions, restrictions, representations, or obligations, however designated, which the Development Owner (including any of its affiliates) undertook in applying for Housing Tax Credits will be incorporated into a Land Use Restriction Agreement (“LURA”) or other applicable document with respect to the Development. Such LURA or document will also incorporate provisions requiring compliance with Section 42 and with Chapter 2306, including but not limited to requirements for: annual reporting and periodic inspections; payment of the fees, charges, and expenses of the Department in connection with monitoring and compliance activities; management, operating, maintenance, and repair standards; tenant selection and income certification; limitations on rents, charges, and fees payable by tenants; cost controls and management selection; and a minimum thirty-year affordability period, or such longer period as elected and set forth in the Application. If any liens (other than mechanics' or materialmen's liens for which construction bonds are in place or other provisions made to ensure discharge) have been recorded against the Development prior to the recording of the LURA, the Development Owner shall also obtain and submit to the Department the subordination of the rights of any such lienholder, or other effective consent, to the survival of certain obligations contained in the LURA following the foreclosure of any such lien.

On behalf of the Department:

By: ____ August 26, 2024 ________________
Authorized Representative Date

I (We), Development Owner, hereby acknowledge and agree to abide by all terms and conditions stated in this Commitment and any referenced documentation contained herein.

I (We), on behalf of the Development Owner, hereby acknowledge and agree that pursuant to 10 §10.406 of the Rules, the transfer of an allocation of Housing Tax Credits or ownership of a Development supported with an allocation of Housing Tax Credits to any person including an Affiliate of the Development Owner shall not occur unless the Development Owner obtains the Department's prior, written approval of the transfer.

I (We) hereby acknowledge that failure to comply with this Commitment, the Legal Authorities, as applicable, and any referenced documentation contained therein may result in a refusal by the Department to issue IRS Form(s) 8609 for purposes of Housing Tax Credits as well as its exercise of other remedies, including revocation of this Commitment.

I (we) hereby acknowledge that the Development will be constructed in compliance with the 2010 ADA Standards (with the HUD exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" *Federal Register* 79 FR 29671, if relevant) and as further amended by 10 TAC Chapter 1, Subchapter B.

Comal Partners, L.P.
Development Owner

99-4642341
Employee Identification Number

Mark B. Willson | 9/11/2024
Authorized Representative | Date

Mark B. Willson, Manager
Authorized Representative (Printed Name, Title)