REQUEST FOR PROPOSALS

FOR
THE PURCHASE AND DEVELOPMENT OF
1322-1336 E. 12th Street

AN APPROXIMATELY 26,206 SQUARE FOOT VACANT PARCEL OF LAND

IN AUSTIN, TRAVIS COUNTY, TEXAS

OFFERED FOR SALE BY the URBAN RENEWAL AGENCY OF THE CITY OF AUSTIN

RFP TITLE: 1322-1336 E. 12TH STREET

PROPOSAL SUBMISSION DEADLINE:
NOVEMBER 8, 2013

AT NOON (12:00 P.M.) CENTRAL STANDARD TIME

WITH PROPOSAL SECURITY DEPOSIT OF $10,000.00

MINIMUM BID: $878,000.00 PLUS DEVELOPMENT WITHIN THREE (3) YEARS

SEE SCHEDULE OF IMPORTANT DATES & MORE INFORMATION
At: http://www.austintexas.gov/realestate

REQUEST FOR PROPOSALS
Urban Renewal Agency of the City of Austin – 1322-1336 E. 12th Street

BACKGROUND:
The City of Austin has partnered with the Urban Renewal Agency of the City of Austin (the ***"Seller"***) to implement revitalization efforts along the East 11th and 12th Street corridors. The City of Austin's Neighborhood Housing and Community Development Office is the lead department handling the day to day planning and implementation of the East 11th and 12th Streets Urban Revitalization Project, and staffs the Urban Renewal Agency. The City's Office of Real Estate Services conducts all property sales. The City of Austin through its Office of Real Estate Services (the *"**Seller's Representative**"*) will conduct and administer the sale.

The Urban Renewal Agency was established by the voters of Austin in 1959 to carry out Urban Renewal project powers in accordance with Chapter 374 *(Urban Renewal in Municipalities*) of the Texas Local Government Code. The Agency's Board of Commissioners consists of seven members who are appointed by the Mayor with the consent of the City Council. The Agency's primary purposes are to eliminate slum and blighting influence, encourage redevelopment activities, and oversee the implementation of and compliance with any and all approved Urban Renewal Plans, as amended and adopted by the Austin City Council.

I. Purpose of Request for Proposals and Development Proposals (RFP)

The Urban Renewal Agency of the City of Austin, a Texas public body corporate and politic created under Chapter 374 Texas Local Government Code (the ***"Seller"***) is pleased to offer for sale the property located at 1322, 1324, 1326, 1328, 1330, 1332, 1334, and 1336 East 12th Street (henceforth ***"1322-1336 E. 12th Street"***), situated in Travis County, Texas, and more particularly described below:

> Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block A, Resubdivision of the East 65 feet of Lot 4, and Lots 5 and 6, Block 2, James O'Reilly Subdivision of Outlot 38, Division B, according to the map or plat thereof, recorded in Volume 102, Page 88, Plat Records, Travis County, Texas (the "***Property"***).

The Property is located within the East 11th and 12th Streets Urban Renewal Area as shown in the map provided as **Exhibit A** to this RFP.

The Seller is seeking a developer or development team (the ***"Successful Proposer"***) with demonstrated experience and strong financial resources to purchase the Property and develop it within the controls established in the approved Urban Renewal Plan (URP). (A link to the URP is posted on the Seller's Representative's

website at: www.austintexas.gov/realestate.) A successful proposal to develop the Property shall be a creative project that achieves the Project Goals set forth in Section II of this RFP.

II. Project Goals

The Schedule of Criteria for Review and Scoring of Proposals (the ***"Criteria"***) is included with this RFP as **Schedule 2**. The Criteria identifies and outlines the elements of any proposal submission that are mandatory, versus those that are value added (i.e. voluntary). Mandatory elements that are not addressed or inadequately addressed in the RFP may be deemed non-responsive and lead to disqualification of the proposal, at the sole discretion of the Seller.

The Successful Proposer, in addition to purchasing the Property, must propose a creative, high-quality project that:

A. Produces a successful development that contributes to the revitalization of the East 11th and 12th Street corridors and surrounding area.

B. Redevelops the subject Property to produce significant short-term and long-term public benefit, giving consideration to community needs in the surrounding East 11th and 12th Streets Revitalization Project area. Possible considerations regarding development in this area are provided in the *East 11th & 12th Street Development Strategy Technical Report* produced by Economic & Planning Systems, Inc., available at the Seller's Representative's website: www.austintexas.gov/realestate.

C. Develops the property, as specified in the successful proposal, within three (3) years of the date of execution of the Special Warranty Deed. The Seller requires that the Successful Proposer obtain a Certificate of Occupancy for the proposed project within that three-year time frame, and obtain the Building Permit for construction of the project within two (2) years of the transfer of the Property. The Seller also requires that the Successful Proposer submit a performance guaranty (the ***"Guaranty"***) at closing of the sale of the property to ensure that this timeline is met. The form and the dollar amount of the Guaranty provided by the Successful Proposer shall be specified in advance within the proposal submitted in response to this RFP, as described herein in **Section VIII, RFP Submission Format**.

D. *Grocery Store.* The Successful Proposer is encouraged to include a mid-sized grocery store (10,000-25,000 square feet) as part of the development of this property, due to a perceived community need as indicated by area stakeholders and as discussed in greater detail in the *East 11th & 12th Street*

Development Strategy Technical Report (available at the Seller's Representative's website: www.austintexas.gov/realestate).

E. *Green Building Goals.* The Successful Proposer is encouraged to meet a minimum Austin Energy 2 Star Green Building rating or USGBC LEED Silver rating. Ambitious green building goals are encouraged. For more information, please refer to links and information posted at the Seller's Representative's website: www.austintexas.gov/realestate.

F. *Minority/Women-owned Business Enterprise (M/WBE)*. The Successful Proposer is encouraged to meet M/WBE participation goals or demonstrate a good faith effort to meet those goals in the design and construction of improvements on the Property, in accordance with City Council Resolution No. 20120112-058. For more information, please refer to links and information posted at the Seller's Representative's website: www.austintexas.gov/realestate.

G. *Affordable Housing.* The Successful Proposer is encouraged to meet affordable housing goals. To meet these goals, at least 10% of rental units must be affordable and reserved for households earning 60% or below the Median Family Income (MFI) for the Austin-Round Rock Metropolitan Statistical Area (MSA); or at least 10% of ownership units must be affordable and reserved for households earning 80% or below MFI for the MSA. If the project includes affordable housing, the successful proposer must commit to execute a 40-year Affordable Housing Restrictive Covenant (example attached to this RFP as **Exhibit B**).

III. Description of 1322-1336 E. 12th Street

A. **Location:** The Property is located in Travis County, Texas, east of downtown Austin. The Property has access to both north and south Austin by way of IH-35, and access in an east-west direction via East 12th Street. The Property is more specifically eight self-contained vacant lots commonly known as 1322, 1324, 1326, 1328, 1330, 1332, 1334, and 1336 E. 12th Street, Austin, Travis County, Texas, 78702 (see maps attached hereto as **Schedule 1-A** and **Schedule 1-B**)

B. **Description:** Summarized below is general information pertaining to the Property. Additional information regarding the Property may be found on Seller's Representative's website at www.austintexas.gov/realestate. Seller believes that such information is correct; however, **all information on which a Proposer relies must result from the Proposer's own investigation, and not from any information provided in connection with this Request For Proposals.**

1. **Land Size**: Approximately +/- 0.602 acre of vacant land (+/- 26,206 square feet).

2. **Improvements**: The property has no improvements.

3. **School District:** Austin Independent School District

4. **Road Frontage:** Approximately +/- 201' frontage on E. 12th Street, approximately +/- 130' on Angelina Street; there is a paved alley at the rear of the property.

5. **Zoning:** The lot is zoned "CS-MU-NCCD-NP".

   "CS": Commercial Services

   "NCCD": Neighborhood Conservation Combining District

   "MU": Mixed Use

   "NP": Central East Austin Neighborhood Plan

6. **Development Considerations:** The Subject Property is located in an area governed by multiple community-driven, area-specific documents and ordinances that have been adopted by the Austin City Council over the last 20 years, including the East 11th and 12th Streets Urban Renewal Plan (URP), East 12th Street Neighborhood Conservation Combining District (NCCD), and the Central East Austin Neighborhood Plan. These plans and ordinances have implemented appropriate zoning and other regulations to facilitate the desired uses, density, scale and urban design promoted in these documents and by City Council. **Exhibit A** is a map of the East 11th and 12th Streets Urban Renewal Area.

   East 11th and 12th Streets Urban Renewal Plan Project Controls (URP)

   Redevelopment of the Subject Property is subject to the Urban Renewal Plan (URP) Project Controls, as amended. Information about the URP can be found on the Seller's Representative's website (www.austintexas.gov/realestate). The development project controls included in the URP are enforceable by state law under the Texas Local Government Code, Chapter 374. The 1322-1336 E. 12th Street property is included in the amended East 11th & 12th Street Urban Renewal Plan under Project 12-6 ("12th St. Mixed Use and/or Commercial at Angelina Street, Northwest and northeast corner of 12th and Angelina"). New amendments to the URP typically require

significant public input and a time-consuming process. Any proposal submitted in response to this RFP which requires amending the URP may not be given further consideration.

East 12th Street - Neighborhood Conservation Combining District (NCCD)

Redevelopment of the Subject Property is subject to the East 12th Street Neighborhood Conservation Combining District (NCCD). The 1322-1336 E. 12th Street property is located in this NCCD as part of Tract 5b (1320-1350 E. 12th Street, even numbers), within Subdistrict 2. The NCCD establishes zoning in accordance with the East 11th and 12th Streets Urban Renewal Plan project controls and permitted uses. Information about the NCCD can be found on the Seller's Representative's website (www.austintexas.gov/realestate) and under City Ordinance No. 20080228-087. New amendments to the NCCD typically require significant public input and a time-consuming process. Any proposal submitted in response to this RFP which requires amending the NCCD may not be given further consideration.

7. **Taxes:** Although the Property is currently tax-exempt, it resides within the taxing jurisdiction of the City of Austin, Travis County, Austin Community College, Austin Independent School District, and Travis County Healthcare District.

8. **Floodplain:** The site is not within a flood hazard zone as defined and identified by City of Austin floodplain maps.

9. **No Current Survey:** The Successful Proposer shall be responsible to order, and pay for, a survey, if desired and/or if required by Proposer's Lender.

10. **Title Commitment:** A commitment for title insurance for the Property, dated effective February 21, 2013, was issued by Independence Title Company (the "***Title Company"***). An updated Title Commitment for the Property, dated effective August 22, 2013, was issued on September 3, 2013. These Title Commitments are attached hereto as **Schedule 3-A** and **Schedule 3-B**. Additional copies are available on Seller's Representative's website and upon written request. Copies of the underlying exception documents listed under Schedule B of the Title Commitment are available on Seller's Representative's website and upon written request.

11. **Appraisal:** An appraisal of the Property, effective date March 19, 2013, was prepared by J. L. Craft & Associates (the **"Appraisal").** A

copy of the Appraisal is attached to this RFP as **Schedule 4** and is available on Seller's Representative's website or upon written request.

12. **Notice Regarding Urban Renewal Plan:**

Recorded Document 1999157295 Travis County, Texas, Ordinance No. 990114-10.

Recorded Document 2002204815 Travis County, Texas, Ordinance No. 010802-89.

Recorded Document 2005075165 Travis County, Texas, Ordinance No. 20050407-060.

Recorded Document 2003189506 Travis County, Texas, Ordinance No. 030731-49.

Recorded Document 2008169755 Travis County, Texas, Ordinance No. 20080228-113.

13. **Local Government Code – Chapter 374**

This property is being sold in compliance with the provisions set forth under Texas Local Government Code, Chapter 374, which can be accessed through the link below:

http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.374.htm

Seller chooses to highlight **374.017 (Disposition), 374.908 (Conflict of Interest) and 374.901 (Public Housing),** as excerpted below (a-c). However, it should be noted that the Property is being sold in compliance with **all provisions** set forth under Chapter 374.

(a) Disposition:

Sec. 374.017. DISPOSITION OF PROPERTY. (a) Subject to the covenants, conditions, and restrictions, including covenants running with the land, that the municipality considers to be in the public interest or necessary to implement this chapter and that are written into the instrument transferring or conveying title, and after the governing body of the municipality approves the urban renewal plan, the municipality may:

(1) sell, lease, or otherwise transfer real property or an interest in real property in an urban renewal area for residential, recreational, commercial,

industrial, or other uses, including a public use, and enter contracts relating to the transfer; or

(2) retain the property or interest for public use in accordance with the urban renewal plan.

(b) The original owner from whom property was acquired under this chapter by condemnation or through threat of condemnation has the first right to repurchase the property at the price at which it is offered.

(c) The purchaser or lessee of property transferred under this section, and a successor in interest to such a person, including an assignee, must devote the property to the uses specified in the urban renewal plan and may be obligated to comply with conditions specified in the deed of conveyance, including the requirement to begin any improvements required by the urban renewal plan within a reasonable time.

(d) Real property or an interest in real property subject to this section may only be sold, leased, or otherwise transferred or retained at not less than the fair value of the property for uses in accordance with the urban renewal plan. In determining the fair value, the municipality shall consider:

(1) the uses provided in the urban renewal plan;

(2) any restrictions on and any covenants, conditions, and obligations assumed by the purchaser, lessee, or municipality in retaining the property;

(3) the objectives of the plan for the prevention of the recurrence of slums or blighted areas; and

(4) any other matters that the municipality specifies as appropriate.

(e) The municipality or urban renewal agency may provide in an instrument of conveyance to a private purchaser or lessee that the purchaser or lessee may sell any or all of the unimproved property without profit to the seller. After improving a parcel of real property in accordance with the development plan adopted for the area, the purchaser may sell the parcel before completion of the development of the area or tract purchased, but the sale does not relieve that purchaser from the obligation of completing the development of that area or tract. The purchaser may sell a parcel of land purchased for redevelopment to another person who is obligated to improve the parcel as provided by the development plan for that project if the resale is without profit to the seller and if any subsequent purchaser is

required to improve the property as provided by the urban renewal plan and by the conditions contained in the deed of conveyance.

(f) A municipality shall sell real property acquired by the municipality that is to be sold to private developers in accordance with the urban renewal plan as rapidly as is feasible in the public interest and consistent with the goals of the urban renewal plan. An instrument executed by a municipality or by an urban renewal agency that purports to convey any right, title, or interest in any property under this chapter is presumed to be executed in compliance with this chapter with respect to the title or interest of any bona fide lessee, transferee, or purchaser of the property.

(g) A municipality that sells real property in an urban renewal area to a private person must conduct the sale through competitive sealed proposers after advertising the offer in the official publication or a newspaper of general circulation. The advertisement must be published once before the 15th day before the date of the sale and must invite proposers for the purchase of real property in the urban renewal area either in whole or in parcels as determined by the municipality. Before advertising for proposers, the municipality shall adopt as part of the specifications in the general plan of improvement any conditions binding on the purchaser or the purchaser's successors in title, including heirs and assignees. The municipality or urban renewal agency may accept the highest and best responsible proposer. The purchase price must be paid in cash. If the municipality or agency determines that the proposers received are not satisfactory, it may reject all the proposers and readvertise the offer. The urban renewal agency may not sell the property until the price and conditions of sale are approved by the governing body of the municipality. The municipality shall sell any real property acquired in connection with an urban renewal and rehabilitation project within a reasonable time for the purposes applicable to each project, except for the property retained by the municipality for public use. Property to be resold shall be sold within a reasonable time, taking into account the general economic situation at the time of sale.

(h) The municipality may temporarily lease any real property acquired in an urban renewal area, except property that is not fit for human habitation or that is declared substandard by any governmental agency. The lease must provide for a right of cancellation that permits the municipality to sell or dispose of the property for the purposes of this chapter.

(i) The former owner of any real property that is acquired under this chapter and that is not dedicated within a reasonable time to the purposes applicable to the urban renewal project for which it was acquired is entitled, after notice, to repurchase the property at the price for which it was acquired, less any actual damages sustained by the former owner because of the taking of the property, unless the property is devoted to the urban renewal purposes within 60 days after the date the former owner gives the record owner and the municipality written notice of the intention to exercise the right of repurchase. After a repurchase, any buildings placed on or allowed to remain on the property must conform to the pattern and intent of the urban renewal project if the project is completed.

(j) Any purchaser or lessee who is a private developer of any part of the real property acquired under this chapter may use that property as security to finance the development of the property. The purchaser or lessee may execute and deliver to a lender notes, deeds of trust with powers of sale, mortgages, and other instruments required in connection with obtaining and securing the repayment of the loan. The purchaser or lessee has all the rights, titles, and incidents of ownership available to a purchaser or lessee of land generally, and the person is entitled to mortgage and encumber the property for either the purchase price or for improvements in accordance with the objectives of this chapter. Any subsequent owner or lessee who acquires title through foreclosure of a lien given to secure the indebtedness or through a conveyance or assignment in satisfaction of debt takes title subject only to the restrictive covenants related to the use and improvement of the land that are contained in the original conveyance from the municipality. The owner's or lessee's interest is not subject to any condition precedent or condition subsequent that would result in reverter or forfeiture of title or to any restraint as to the amount for which the property may be resold or leased.

(k) Notwithstanding any other provision of this chapter or of any other law relating to competitive proposer requirements, a municipality or urban renewal agency may sell urban renewal land for uses in accordance with an urban renewal plan to a public or private nonprofit corporation or foundation. The sale must be for at least the fair market value of the land as determined by the municipality or urban renewal agency.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

(b) Public Housing:

Sec. 374.901. USE OF ACQUIRED PROPERTY FOR PUBLIC HOUSING. (a) Except as provided by Subsection (b), real property acquired under this chapter may not be sold, leased, granted, conveyed, or otherwise made available for public housing.

(b) Real property acquired under this chapter may be made available for public housing if the municipality holds an election at which a majority of the qualified voters voting in the election approve that use of the property. The municipality shall conduct the election in the manner provided for an election under Section 374.011. The ballot shall be printed to provide for voting for or against the proposition: "Permitting the use of land acquired by urban renewal for public housing."

(c) If the qualified voters of a municipality have approved the use of land acquired under this chapter for public housing, the municipality may order an election on prohibiting the use of that land for public housing. The municipality shall conduct the election in the manner provided by Subsection (b), except that the ballot shall be printed to provide for voting for or against the proposition: "Prohibiting the use of land acquired by urban renewal for public housing." If a majority of the voters voting in the election favor prohibiting the use of the land for public housing, the prohibition contained in Subsection (a) applies. An election that results in the prohibition of the use of land for public housing does not affect land that has been made available for public housing at the time of the election.

(d) If a municipality holds an election under this section, the municipality may not hold another election under this section for one year.

(c) Conflict of Interest:

Sec. 374.908. CONFLICT OF INTEREST. (a) A public official or employee of a municipality, including an official or employee of an urban renewal agency that exercises urban renewal project powers for a municipality under Subchapter C or of any other municipal board or commission, may not voluntarily acquire any direct or indirect interest in an urban renewal project, in any property included or planned to be included in an urban renewal project or plan, or in any contract, or contract proposed, in connection with an urban renewal project.

(b) If the acquisition is not voluntary, the official or employee shall immediately disclose the acquisition of the interest in writing to the governing body of the municipality. The governing body shall enter the disclosure on its minutes. Not later than three months after the date on which the involuntary acquisition occurs, the official or employee shall either resign the position with the municipality or divest the interest.

(c) If the official or employee owns or controls any direct or indirect interest in property that the person knows is included or planned to be included in an urban renewal project, or if the official or employee owned or controlled any such interest at any time during the two-year period preceding the inclusion or planned inclusion of the property in an urban renewal project, the official or employee shall immediately disclose that fact in writing to the governing body of the municipality. The governing body shall enter the disclosure on its minutes. The official or employee may not participate in any action by the municipality or by the urban renewal agency that affects the property.

(d) Any required disclosure made under this section to the governing body of the municipality must also be made at the same time to the urban renewal agency that exercises urban renewal project powers under Section 374.021. A commissioner or other officer of an urban renewal agency or other board who exercises powers under this chapter may not hold any other public office with the municipality.

(e) A violation of this section is official misconduct.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

14. NO REPRESENTATIONS OR WARRANTIES:

The Property is offered for sale "*AS IS, WHERE IS, WITH ANY AND ALL FAULTS*." Seller makes no representations or warranties whatsoever, express or implied, except as may be otherwise expressly set forth in the Purchase and Sale Agreement (Final Purchase and Sale Agreement in the form acceptable to the Seller with all attachments) nor is any employee or agent of Seller authorized to make any representation or warranty of any kind with respect to the Property, including without limitation, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history,

projections, valuation, marketability, suitability for a particular purpose, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property. In no event will Seller be responsible or liable for latent or patent defects or faults, if any, in the Property, or for remedying or repairing same, including, but not limited to, conditions relating to asbestos or asbestos containing materials, environmental contamination, underground storage tanks or hazardous or toxic materials, chemicals or waste, or for constructing or repairing any streets, waterwells, septic tank systems, utilities or any improvements located on the Property or shown on any plat of the Property. Proposers are put on notice that any prior grant and/or encumbrance affecting the Property may be of record in the Office of the County Clerk of Travis County, Texas, and Proposers are encouraged to examine all public records affecting the Property. The provisions of this paragraph are more fully set out in the Purchase and Sale Agreement (Final Purchase and Sale Agreement in the form acceptable to the Seller with all attachments) will be included in the Deed, and will survive closing of any sale of the Property.

15. Environmental Conditions:

The Property is being sold on the basis and with the understanding that after closing, as between Buyer and Seller, the Buyer will bear the risk of liability or expense for any environmental problems in connection with the Property, even if they arose from events before closing, and that Buyer will release, indemnify and hold Seller harmless from any liability for environmental problems affecting the Property.

These provisions regarding the Property are more fully set out in the Purchase and Sale Agreement (Final Purchase and Sale Agreement in the form acceptable to the Seller with all attachments), will be included in the Deed, and will survive closing of any sale of the Property.

IV. CONVEYANCE OF THE PROPERTY

The Property will be conveyed at closing by Special Warranty Deed substantially in the form attached to the Purchase and Sale Agreement (the "*Agreement*"), modified as necessary to reflect the terms of the Agreement.

INFORMATION AND INSPECTIONS:

Additional information regarding the Property may be obtained:

- From the Seller's Representative's website found at:
  www.austintexas.gov/realestate
- By telephone at (512) 974-7149
- Via e-mail to: realestate@austintexas.gov
- In person at the following address:

  City of Austin
  One Texas Center, Suite 1350
  505 Barton Springs Road
  Austin, Texas 78704

*** All questions will be answered in writing and will be available to the public. Please submit your questions in writing to: realestate@austintexas.gov**

Seller will allow inspections of the Property, by appointment only. Prospective Proposers (the ***"Proposers"***) may conduct inspections, after executing an Inspection Authorization Letter in the form attached hereto as **Schedule 7**. The executed Inspection Authorization Letter must be received by Seller's Representative at the following address prior to such inspections:

City of Austin, Office of Real Estate Services
505 Barton Springs Road, Suite 1350
Austin, Texas 78704
Attn: Mashell Smith

Or via email: realestate@austintexas.gov

ALL QUESTIONS OR REQUESTS FOR CLARIFICATION REGARDING THE REQUIREMENTS OF THIS REQUEST FOR PROPOSALS MUST BE IN WRITING, AND MUST BE RECEIVED BY THE SELLER'S REPRESENTATIVE NO LATER THAN 4:00 PM CENTRAL DAYLIGHT TIME, OCTOBER 30, 2013. If deemed necessary, the Seller will respond by way of a written addendum to this Request For Proposals which will be posted on the Seller's Representative's website and will be available from the Seller's Representative at the same location as the Request For Proposals. It is the obligation of each Proposer to determine whether any addenda to this Request For Proposals have been issued, and to obtain copies of all such addenda, prior to submitting a proposal. All Proposers will be bound by the information provided in all addenda, whether or not received by the Proposer.

Proposers may obtain their own title information, inspect the Property, and conduct their own environmental site assessment on the Property prior to the deadline for proposal submission.

Seller will not solicit or respond to survey or title objections or objections regarding the condition of the Property. By submitting a proposal, each Proposer will be agreeing to purchase the Property in its existing condition, AS IS, WHERE IS, AND WITH ANY AND ALL FAULTS, and with the existing state of title.

V. Requirements of the Project Proposal

A. **Terms of Sale.** Please note that the following "***Terms of Sale***" are intended to be an outline only and are not a full and complete listing of all terms and conditions of the sale. Terms and conditions shall be set out in the Final Purchase and Sale Agreement (the ***"Agreement"***) with all attachments, substantially in the form acceptable to the Seller attached hereto as **Schedule 5**. All Proposers must execute and include the Purchase and Sale Agreement form in the proposals submitted for evaluation to Seller. Seller shall execute the Agreement within thirty (30) days of award of the sale to the Successful Proposer by Austin City Council. The Property will be conveyed at closing by Special Warranty Deed (the ***"Deed"***) substantially in the form attached to the Agreement. Please be advised that the Seller reserves the right to make non-substantive revisions to the Purchase and Sale Agreement to negotiate and modify time periods and other terms and conditions of the Agreement with the Successful Proposer following selection of the winning proposal.

1. The minimum purchase price for the Property must be $878,000.00. This minimum purchase price was determined through an independent appraisal of the property, as the fair market value, as a fee simple interest. Any proposals submitted that contain a purchase price below the minimum set forth above will be automatically rejected. The full proposed purchase price, minus Proposal Security and Earnest Money received, will be paid in cash to the Seller at the time of closing.

2. At the time of proposal submission in response to this Request For Proposals (RFP), the Proposer must deliver to the Seller's Representative a cashier's check in an amount of $10,000 (the **"*Proposal Security*"**). **The Proposal Security will be made payable to Independence Title Company** (the *"**Title Company**"*), will be held by the Title Company on behalf of Seller, and will not be deposited into an interest-bearing account. The Proposal Security will secure the Proposer's obligations to provide financial and other information requested by the Seller, and to provide the deposit of earnest money

(the ***"Earnest Money"***, discussed immediately below in subsection A(4)) should the Proposer and Seller enter into a Final Purchase and Sale Agreement. This $10,000 Proposal Security, if not forfeited by the Successful Proposer, shall be applied along with the Earnest Money to the purchase price at closing. **If the transaction is not consummated due to Successful Proposer default, the Urban Renewal Agency of the City of Austin will retain the Proposal Security.**

3. **All received submissions must include, as part of the Project Development Plan, a proposed form and amount of Performance Guaranty to be offered to Seller in the event of a successful proposal.** This offer of Guaranty will evidence the Proposer's commitment to complete the development project within three (3) years, and will be considered by Seller as part of the review of Proposer's overall proposal. Examples of a form of Guaranty may include a Letter of Credit or a Performance Bond issued by a bank or financial institution for some certain dollar amount, or an Escrow Agreement with the City of Austin (example form provided as **Exhibit C**). The binding Guaranty must be submitted by the Successful Proposer at closing of the sale of the Property.

4. Within two (2) business days after execution of an Agreement between the Successful Proposer and Seller, the Successful Proposer shall deposit with the Title Company the amount of $10,000.00 in good funds (the ***"Deposit"***). This Deposit does not replace the Proposal Security as a requirement for a responsive proposal, and it does not replace the Guaranty as a requirement to execute the Final Purchase and Sale Agreement. If delivered, the Title Company must place the Deposit into an interest-bearing account having no penalty for early withdrawal. The Deposit and any interest thereon shall constitute earnest money (the ***"Earnest Money"***) towards the closing of the sale, and will be credited against the purchase price at closing. If the Successful Proposer fails to deliver the Deposit in good funds within the designated two-day period, the award of sale shall be considered not to have been completed, and Seller may retain the Successful Proposer's Proposal Security and pursue any right or remedy available, including award of the sale to another Proposer. If the transaction is not consummated, the earnest money will be held and delivered by the Title Company accordingly.

5. Seller reserves the right to require evidence satisfactory to Seller of any Proposer's financial ability to purchase the Property for the amount in Proposer's proposal and to carry out any obligations to

develop the property within three (3) years of execution of the Special Warranty Deed. Any Proposer who fails to promptly supply the requested documentation to Seller of the Proposer's financial capacity and other ability to perform may be determined unresponsive.

6. Any proposal presented to Seller must be based on the Proposer's own inspection and investigation of the Property and not on any statements made by Seller, or any selling agent. Seller makes no representation or warranties whatsoever with respect to the Property or the information set forth herein.

7. All proposals made will be held confidential during the period between submitting the proposal and award of a sale to a Successful Proposer by the City Council, at which point all proposals will become open records subject to the Public Information Act. If there is any information required to be submitted in the proposal that you deem to be proprietary, it must be submitted in a separate sealed envelope. If the entire proposal is identified as confidential, that will be deemed overly broad and ineffective by the Attorney General's office. If any provision is noted as proprietary the Seller will tender the request and the proposal to the Attorney General for resolution. The Seller's Representative will notify you of the request and you must defend the exception to the Attorney General. All responses under the Public Information Act are due within 10 business days after receipt of the request by the governmental body.

   The Attorney General has a hotline to answer questions about proper procedures for using and complying with the Public Information Act: 877-673-6839. A copy of the law and a handbook explaining it are available at the following website: www.oag.state.tx.us. The Public Information Act is codified as Chapter 552 of the Texas Government Code.

8. Seller reserves the right to reject any and all proposals in its sole discretion for any or no reason whatsoever. Seller reserves the right to discontinue the RFP process or to withdraw the Property from the market at any time prior to execution of the Agreement by Seller. In such event, Seller will notify the Proposers of such discontinuation. Seller reserves the right, after discontinuance of the RFP process, to sell the Property to any party and on any terms acceptable to Seller.

B. **Construction Requirements.** The Successful Proposer in good faith and with due diligence must complete the proposed construction within three (3) years from the date Special Warranty Deed is executed, and shall use

reasonable efforts to meet construction requirements, more particularly described below. The Seller will extend deadline requirements only for force majeure or other extremely unique circumstances and at its sole discretion.

1. **Required Commencement**. The Successful Proposer must obtain the building permit for construction within twenty-four (24) months after the closing date and transfer of the Property. If the Successful Proposer does not obtain the building permit for the approved preliminary redevelopment plans within that time period, then the Seller may exercise the remedy the Successful Proposer set forth in the proposal.

2. **Required Completion**. The Successful Proposer must design, complete and surrender the preliminary redevelopment plans and obtain a Certificate of Occupancy for the entire Project within three (3) years or thirty-six (36) months after the closing and transfer of the Property. If the Successful Proposer fails to meet this deadline, then the Seller will be entitled to the full amount of the Guaranty.

GUIDELINES FOR REQUEST FOR PROPOSALS:

Each submitted proposal to purchase the Property must conform to and be in compliance with the following guidelines. Proposals that do not comply with these guidelines may be rejected at the option and sole discretion of Seller.

1. The **minimum purchase price**, as determined on the basis of an appraisal of the Property, is set at $878,000.00. The full proposed purchase price, minus Proposal Security and Earnest Money received, will be paid in cash to Seller at the closing of the sale of the Property. Seller will not finance any portion of the sale.

2. All proposals must include a Purchase and Sale Agreement (the ***"Agreement"***), completed and signed by the Proposer, in the form attached to this Request For Proposals as **Schedule 5**. If the Proposer is represented by a broker or agent, entitled to receive a commission at closing (discussed in **Section X, General Conditions**), then such broker or agent must also sign the Agreement. Any substantive changes to the Agreement may render the proposal non-responsive.

3. If the Proposer is an entity other than an individual, the proposal must contain, as applicable, a corporate resolution, partnership agreement, and/or other appropriate document or documents evidencing: (a) the authority of the entity to make a proposal; and (b) the authority of the person(s) signing on behalf of the entity, and the person(s) designated in the proposal as contact person(s) for the entity, to act on behalf of the entity.

4. Proposal must be submitted on or before 12:00 p.m. (noon), Austin, Texas time, **November 8, 2013,** in a sealed envelope or other sealed container. The outside of such envelope or container must clearly and conspicuously state the words "**Request For Proposals –1322-1336 E. 12th Street**" in large letters and be addressed and delivered as follows:

City of Austin
Contract Management Department
Attn: **Edward Campos**, RE: **1322-1336 E. 12th Street**
105 W. Riverside Dr., Suite 210
Austin, Texas 78704

5. By submitting a proposal, the Proposer acknowledges, represents and warrants that it is not relying on any representation, warranty, statement or other assertion contained in this Request For Proposals or made by Seller, Seller's Representative or any employee, agent or representative of either the City of Austin or the Urban Renewal Agency; and the Proposer is relying solely on the Proposer's own examination of the Property and that of Proposer's employees, agents, representatives and consultants.

VI. RFP Schedule: *All dates are tentative and subject to change.*

September 13, 2013	Notice of Request For Proposals released to public. RFP Packets are made available to interested parties at One Texas Center, 505 Barton Springs Road, Suite 1350, Austin, Texas 78704, between the hours of 8 a.m. and 4 p.m. Monday through Friday. The RFP document and related documents are made available for download from the Seller's Representative's website at: www.austintexas.gov/realestate.
September 15, 2013	First advertisement for the Property in conjunction with this RFP is printed in the Sunday edition of the Austin American-Statesman.
September 29, 2013	Second advertisement for the Property in conjunction with this RFP is printed in the Sunday edition of the Austin American-Statesman.
October 21, 2013	Final day to conduct inspections related to purchasing the Property.
October 25, 2013	All questions or request(s) for clarification regarding the terms of this Request For Proposals must be in writing and

	received by the Seller's Representative no later than 4:00 p.m. Central Daylight Time, October 25, 2013.
October 30, 2013	Answers to all written questions or request(s) for clarification received will be answered by the Seller's Representative and posted on the Seller's Representative's website no later than 4:00 p.m. Central Daylight Time, October 30, 2013.
November 8, 2013	Request For Proposals Deadline for Submission. Proposals will be accepted until 12:00 p.m. Central Standard Time. Delivery to: City of Austin Contract Management Department Attn: **Edward Campos**, RE: **1322-1336 E. 12th Street** 105 W. Riverside Dr., Suite 210 Austin, Texas 78704
Nov. 12 – 15, 2013	All proposals will be reviewed by the Evaluation Board. Seller's Representative may request additional information from any and all Proposers.
November 18, 2013	Urban Renewal Board of the City of Austin may make a motion to recommend the highest and best proposal to the Austin City Council.
December 12, 2013	Austin City Council may vote to approve or reject the negotiation and execution of a Purchase and Sale Agreement with the selected Proposer.

December 12, 2013 – January 13, 2014:

- Successful Proposer will be notified of the Council's approval of their proposal by Seller's Representative.
- Seller's Representative will notify all Proposers submitting rejected proposals of such rejection in writing. Proposal Security will be returned to the unsuccessful Proposers.
- The Seller and Successful Proposer will execute the Final Purchase and Sale Agreement.
- The closing will occur no later than January 13, 2014, unless the Purchase and Sale Agreement has been terminated in accordance with the provisions therein.

Dates may be extended at Seller's discretion.

VII. RFP Review and Evaluation Process

A. **Proposal Security.** If the Proposer does not provide Proposal Security in the form specified in this RFP (**Section V, Requirements of the Project Proposal**), that proposal will be rejected.

B. **Minimum Threshold.** If the Proposer submits a purchase price below the minimum bid specified in this RFP (**Section V, Requirements of the Project Proposal**), that proposal will be rejected.

C. **Guaranty.** If the Proposer does not submit a proposed form and amount of Performance Guaranty as specified in this RFP (**Section V, Requirements of the Project Proposal),** that proposal will be rejected.

D. **Purchase & Sale Agreement.** If the Proposer does not submit a completed and signed Purchase and Sale Agreement in the form attached to this RFP as **Schedule 5**, that proposal will be rejected. Any substantive change by the Proposer to the Agreement provided with this RFP may render the proposal non-responsive.

E. **Criteria.** Please review in full the provided Criteria (attached as **Schedule 2)** regarding mandatory proposal elements and voluntary community considerations. If the Proposer does not provide information satisfying all mandatory proposal elements, that proposal will be rejected. All proposals will be reviewed and scored by the Seller (Evaluation Board) on a competitive basis per the evaluation criteria provided in **Schedule 2**.

F. **Contract Execution.** Within thirty (30) calendar days of City Council approval, the Seller shall execute the Final Purchase and Sale Agreement. The Seller's Representative will deliver the Purchase and Sale Agreement to the Title Company.

G. **Questions and any Modifications to the RFP Selection Process.** Any material clarifications or modifications to the RFP or the selection process will be provided in writing via an addendum and posted on the City's website at: www.austintexas.gov/realestate. It is the responsibility of the Proposers, prior to submitting a response to the RFP, to ascertain if the Seller or Seller's Representative has issued any notices, clarifications, addenda, or other communication to Proposers. Oral communications or instructions from Seller, Seller's Representative, City staff, City officials, or consultants do not bind the Seller. Questions in reference to this RFP must be submitted in

writing to realestate@austintexas.gov and all answers will be provided in writing at: www.austintexas.gov/realestate.

VIII. RFP Submission Format. The proposal must be organized in the following format and sequence:

A. **Executive Summary.** Prefacing the proposal, Proposers must provide an Executive Summary of two pages or less, which concisely summarizes the proposal. This Summary must include the **Proposed Purchase Price** in large print at the beginning of the document.

B. **Project Development Plan.** The Proposer must set forth a detailed plan for implementing the proposed development, to include the following, at minimum:

i. Detailed explanation of how the development will satisfy the City's Project Goals, as outlined in this RFP (**Section II, Project Goals**), as well as any other notable public benefits
ii. Detailed discussion of the development's compatibility with neighborhood goals, to include, if applicable, area stakeholder support and project alignment with the Urban Renewal Plan, the Central East Austin Neighborhood Plan, the Imagine Austin Comprehensive Plan, and the Neighborhood Conservation Combining District.
iii. Complete design and construction schedule for the project including approvals from other entities, construction, marketing, and phasing (if applicable)
iv. Total size in square footage of development
v. List of mixed uses on Property, as well as square footage and amount of parking devoted to each use
vi. Proposed site plan at a scale of 1 inch = 100 feet
vii. Conceptual renderings/drawings of development, including the elevation of proposed structures, and the location, square footage, and spatial relationship of each proposed use of the Property
viii. Description and rendering of the palette of the building and landscape materials used
ix. An explanation of the project's scale and mass relative to the surrounding developments
x. Dimensions and schematic layout of parking spaces
xi. Ingress and Egress identified on parcel providing parking spaces
xii. Form and amount of Guaranty to be submitted in the event of a successful proposal, to ensure the completion of the development within three (3) years (36 months) of the execution of the Special Warranty Deed

xiii. Proposed remedy offered to Seller if the building permit for the approved redevelopment plans is not obtained within two (2) years (24 months) of the date of transfer of the Property

Please refer to the Criteria provided in **Schedule 2** (see **subsections C(4, 5 & 6)**) for additional information and instructions.

C. **Development Entity**. **Seller must approve any changes to the Development Team after recommendation of Proposer's proposal to City Council, and during the development phase.** This section of the proposal must include:

1. **Identity of Entity.** Proposer must provide the following information:

(a) Identify the legal entity constituting the Proposer that will accomplish the purchase, development and implementation of the Project.

(b) Identify the legal entity, if different, that would contract with the Seller for the Purchase and Sale Agreement, including all intended joint venture and limited partners, its state of organization, and the identity of any parent entity. If publicly traded, include stock exchange and trading symbol.

(c) Indicate the percentage interests of each of these partners, and provide a complete listing of names, titles, addresses, and phone numbers.

2. **Description of Proposer.** Provide an accurate and thorough description of the Proposer including names of principals, home office location, number of employees, sales and development volume (in dollars per year) over the past five years, and a list of all other office locations.

3. **Development Team.** Identify the role of each member of the management and development team consisting of the Proposer, including joint venture partners and major consultants in the conceptualization, design, financing, and construction of the Project. Include resumes for all key individuals. The consultants identified should include, but not be limited to design architects, economic/financial analysts, engineers, contractors, and legal counsel.

D. **Corporation and Partnership Authority Documents.** Provide all corporation and partnership documentation including a corporate resolution, partnership agreement, and/or other appropriate document or documents evidencing (a) the authority of the entity to make an proposal, and (b) the authority of the person(s) signing on behalf of the entity, and the

person(s) designated in the proposal as contact person(s) for the entity, to act on behalf of the entity, in forms acceptable to the City of Austin (provided in **Schedule 6 (A, B or C)**). Upon award of the sale of the Property by Austin City Council to the Successful Proposer, the Successful Proposer may be required by the Seller to provide updated documentation in advance of closing.

E. **Development Team Experience.** Proposer must provide relevant experience with respect to the Project and operation of other commercial projects, clearly distinguishing the experience of the Proposer, including joint venture partners. Proposer must provide information on previous comparable projects that includes location(s), size and uses, references, development timeline, development cost, public involvement, and funding. Proposer should supply public entity contact information with identification of involved public entities, reference and contact information. **For a complete list of required and requested information, please refer to the Criteria included as Schedule 2**.

F. **Financial Capacity and Capability.** In order to demonstrate access to equity capital and financing resources necessary to carry out construction of the proposed Project, Proposers must provide the information indicated below.

The Seller recognizes that under certain circumstances, this information could be construed as proprietary and sensitive. Therefore, the Seller will treat this entire portion of the submission as a confidential document, to the extent that this information is not already public and to the extent allowed by law. As such, this portion of the submission should be stamped "Confidential" on each page, and should be submitted in a separate sealed envelope attached to the RFP submission. The information that must be submitted includes:

1. Composition of Proposer's current real estate portfolio.

2. Proposer's recent history (i.e., the last 2 to 3 years) in obtaining financing commitments, including details regarding the type of project, financing source, amounts committed, etc.

3. An audited financial statement, including cash flow statement and balance sheet and, if publicly held, the most recent Security Exchange Commission filing.

4. List and describe all of Proposer's pending projects, to include details regarding project status, development schedule, financial

commitment required of the Proposer, description of the project, financing methods, and financing sources and amounts. Also indicate any working relationship on other projects with members of the development team proposed for this Project.

5. Identify specific sources of debt/equity capital, including a statement of the relationship between sources and the Proposer (e.g., outside lender, parent company). Proposer shall provide contact information for these sources, to include the name of each entity and its contact person's name, phone number, and e-mail address.

6. Indicate whether any funding sources or financial institutions have taken any adverse action against the Proposer or joint venture partner, such as terminating or restricting the use of funds anytime during the past five (5) years.

7. Describe any pending or past court or civil action against the Proposer's firm, its principals or associates over the past five (5) years, including but not limited to charges of financial misconduct or impropriety. Additionally, provide a description of all notices of termination and claims of damage received on all projects within the past five (5) years. Describe all claims on performance and payment bonds received by Proposer, its principals and associates within the last five (5) years.

8. A description of Proposer's bonding capacity and any claims of default or termination within the last five (5) years.

G. **Purchase and Sale Agreement** with all attachments, executed by Proposer, in the form attached hereto as **Schedule 5.** If the Proposer is represented by a broker or agent, entitled to receive a commission at closing (discussed in **Section X, General Conditions**), then such broker or agent must also sign the Agreement.

H. **Non-Discrimination Certification,** executed by Proposer, in the form attached hereto as **Schedule 8.**

I. **Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying,** executed by Proposer, in the form attached hereto as **Schedule 9.**

IX. Submittal Instructions

Each proposal to purchase the Property must conform to and be in compliance with the following guidelines. Proposals that do not comply with these guidelines may be rejected at the option and sole discretion of the Seller.

The minimum purchase price for the Property must be **$878,000.00 U.S**. The full proposed purchase price, minus Proposal Security and Earnest Money received, must be paid to Seller at the closing of the sale of the Property, in cash. Seller will not finance any portion of the sale.

All proposals for the Property will be evaluated on various factors, including without limitation, net consideration paid to Seller, proposed form and amount of Guaranty, compliance with the Urban Renewal Plan and Neighborhood Conservation Combining District, achievement of the City's Project Goals, project design, creativity, capability, and other factors set out in the **Schedule of Criteria for Review and Scoring of Proposals** (attached hereto as **Schedule 2**), to include points for both mandatory items and value-added community considerations.

A. **Form**. Proposers must submit two (2) originals and one (1) copy on CD or flash drive. All included pages shall be 8 ½ x 11, single sided, and white or colored copies. Please provide dividers between each section. The front cover should indicate the Proposer's name, contact information and the Property address. All proprietary information should be submitted in a separate sealed envelope and stamped "Confidential" on each page.

Each page of the proposal should have a heading substantially as follows:

1322-1336 E. 12th Street
Name of Proposer:_____
Page No._____

B. **Deadline.** Proposals must be submitted no later than 12:00 p.m. (noon) Central Daylight Time, on November 8, 2013 (the ***"Proposal Deadline"***) in a sealed envelope, box or other container. The outside of each envelope or container must clearly and conspicuously state the words "1322-1336 E. 12th Street" in large letters and be addressed and delivered as follows:

City of Austin
Contract Management Department
Attn: **Edward Campos**, RE: **1322-1336 E. 12th Street**
105 W. Riverside Dr., Suite 210
Austin, Texas 78704

Submission of a proposal will constitute an irrevocable offer on the part of the Proposer to purchase the Property on the terms stated in the proposal, until

such time as Seller or Seller's Representative announces its selection and/or rejection of the proposal. In addition, submission of a proposal will constitute a legally binding commitment of the Proposer to provide such further information as Seller may reasonably request in connection with Seller's evaluation of the proposal and Proposer, and to enter in good faith final negotiations to affect the Proposer's purchase of the Property, if the proposal is accepted by Seller.

By submitting a proposal, the Proposer acknowledges that it is not relying on any representation, warranty, statement or other assertion contained in this Request for Proposals or made by Seller or the Seller's Representative, or any employee, agent or representative of either of them, and the Proposer is relying solely on the Proposer's own examination of the Property and that of the Proposer's employees, agents, representatives and consultants.

X. General Conditions

A. **Anti-Lobbying/Conflict of Interest.** Proposers are advised that the Seller and Seller's Representative prohibit any and all lobbying activity during the solicitation process. The process begins upon issuance of the solicitation document and ends at the time of award by the Seller and Austin City Council. Proposers must sign the Non-Collusion, Conflict of Interest and Anti-Lobbying Affidavit. Proposers must not propose any gratuities, favors, or anything of monetary value to any official, employee or outside consultant associated with the sale of 1322-1336 E. 12th Street for purposes of influencing consideration of a response to this RFP.

B. **Expenses.** All expenses related to any Proposer's response to this RFP, or other expenses incurred during the period of time the process is underway, are the sole obligation and responsibility of the Proposer. The Seller will not, directly or indirectly, assume responsibility for these costs. In addition, the Seller is not liable for any real estate commissions or brokerage fees that may arise as a result of the RFP process. The Seller's Representative will not, directly or indirectly, assume responsibility for these costs. In addition, the Seller's Representative is not liable for any real estate commissions or brokerage fees that may arise as a result of the RFP process.

C. **Modifications to the RFP Process.** Any material clarifications or modifications to the RFP or the process will be provided in writing via an addendum and posted on the Seller's Representative's website at www.austintexas.gov/realestate. It is the responsibility of the Proposers, prior to submitting a response to the RFP, to ascertain if the Seller has issued any notices, clarifications, addenda, or other communications to responders.

Oral communications or instructions from Seller, Seller's Representative, City staff, City officials, or consultants do not bind the Seller.

D. **Reservation of Rights.** The Seller reserves the right to:

1. **Change Selection Process.** Modify or cancel the RFP process or schedule at any time.

2. **Waive Irregularities.** Waive irregularities.

3. **Reject Responses and Seek New Responses.** Reject any and all responses to this RFP and seek new proposals when it is in the best interest of the Seller to do so.

4. **Seek Additional Information.** Seek clarification or additional information or evidence from individual Proposers.

5. **Make Subjective Judgments.** Make subjective judgments, including evaluating the Proposer's written or oral representations as to their veracity, substance and relevance to purchasing and developing 1322-1336 E. 12th Street, including seeking and evaluating independent information.

6. **Incorporate RFP.** Incorporate this RFP and the Successful Proposer's response to this RFP as part of any formal agreement between the Seller and the Successful Proposer.

E. **No Representation or Warranty.** Neither the Seller nor Seller's Representative make any representations about the conditions of the site, including utilities, soils, or other surface or subsurface conditions. The Proposer should make its own conclusions concerning such conditions. Information provided in this RFP, as well as in related reports by Seller, Seller's Representative, City staff or consultants, is provided for the convenience of the responders only. The Seller nor Seller's Representative warrants the accuracy or completeness of this information.

F. **Public Information.** All documents, conversations, correspondence, etc. between the Seller and/or Seller's Representative and Proposers are public information subject to the laws and regulations that govern the Seller and Seller's Representative, unless specifically identified otherwise.

XI. List of RFP Schedules

Schedule 1	Maps of Property (A & B)
Schedule 2	Schedule of Criteria for Review and Scoring of Proposals
Schedule 3	Title Commitment, effective dates February 21, 2013 and August 22, 2013 (A & B)
Schedule 4	Appraisal, effective date March 19, 2013
Schedule 5	Purchase and Sale Agreement
Schedule 6	Forms of Corporate Resolution (A, B or C)
Schedule 7	Inspection Authorization Letter
Schedule 8	Non-Discrimination Certification
Schedule 9	Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
Schedule 10	Proposer Submittal Checklist and Signature Page

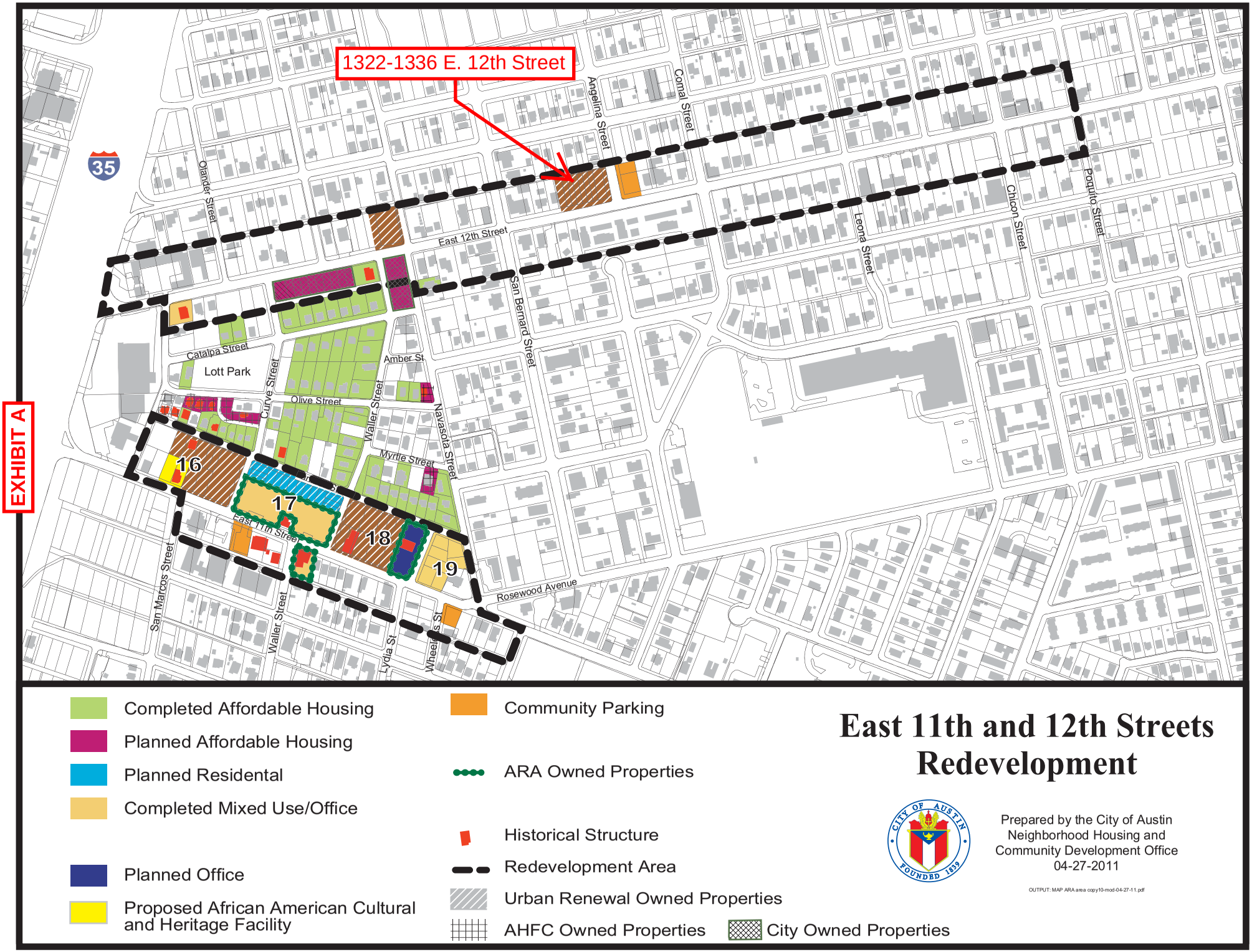
EXHIBIT A
1322-1336 E. 12th Street
35
Olander Street
Angelina Street
Comal Street
Chicon Street
Poquito Street
Leona Street
East 12th Street
San Bernard Street
Catalpa Street
Lott Park
Amber St
Curve Street
Olive Street
Waller Street
Navasota Street
Myrtle Street
16
17
18
19
East 11th Street
San Marcos Street
Waller Street
Lydia St
Wheeler St
Rosewood Avenue
Completed Affordable Housing
Planned Affordable Housing
Planned Residental
Completed Mixed Use/Office
Planned Office
Proposed African American Cultural and Heritage Facility
Community Parking
ARA Owned Properties
Historical Structure
Redevelopment Area
Urban Renewal Owned Properties
AHFC Owned Properties
City Owned Properties
East 11th and 12th Streets Redevelopment
CITY OF AUSTIN FOUNDED 1839
Prepared by the City of Austin
Neighborhood Housing and
Community Development Office
04-27-2011
OUTPUT: MAP ARA area copy10-mod-04-27-11.pdf

Exhibit B

EXAMPLE – NOT FOR EXECUTION

DECLARATION OF RESTRICTIVE COVENANT REGARDING AFFORDABLE HOUSING REQUIREMENTS

For
1322-1336 E. 12th Street
Austin, Travis County, Texas 78702

This Restrictive Covenant regarding Affordable Housing Requirements for (name of project) _____ (the "**Restrictive Covenant**"), is executed on this _____ , 20__ , by _____ , ("**Declarant**") and is as follows:

1. RECITALS

A. Declarant owns that certain real property located at 1322, 1324, 1326, 1328, 1330, 1332, 1334, and 1336 East 12th Street, situated in Travis County, Texas, and more particularly described below:

> Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block A, Resubdivision of the East 65 feet of Lot 4, and Lots 5 and 6, Block 2, James O'Reilly Subdivision of Outlot 38, Division B, according to the map or plat thereof, recorded in Volume 102, Page 88, Plat Records, Travis County, Texas (the "***Property"***).

B. Definitions:

Owners. The term "**Owner**" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest or any portion of the Property (whether such fee interest is obtained through a purchase from Declarant or through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure) and their successors and assigns.

Affordable Housing Requirements. The term "**Affordable Housing Requirements**" means placing a Restrictive Covenant on the land substantially in the form attached as Exhibit "___" which shall restrict the Land to be primarily occupied by either: (a) a homeowner household whose adjusted gross income for the year immediately preceding the date of occupancy of the dwelling housing unit which is constructed on the Property is at or below 80% of the then current median family income for the Austin-Round Rock MSA and is verified in writing as acceptable by the Neighborhood Housing and Community Development Office of the City of Austin; or (b) a rental household whose adjusted gross income for the year immediately preceding the date of occupancy of the dwelling housing unit which is constructed

on the Property is at or below 60% of the then current median family income for the Austin-Round Rock MSA and is verified in writing as acceptable by the Neighborhood Housing and Community Development Office of the City of Austin.

C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

NOW, THEREFORE, Declarant declares that the Property is subject to the following covenants, conditions and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTIONS:

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.

2. Compliance with Affordable Housing Requirements. In the event the Purchaser elects to restrict 10% of all the housing units on the land to the Affordable Housing Requirements, then any improvements to or modifications of improvements on the Land shall be in full compliance with the Affordable Housing Requirements.

3. Breach Does Not Permit Termination. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles the Owners to cancel, rescind or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies which the Owners may have hereunder by reason of any breach of this Restrictive Covenant.

4. Excusable Delays. Whenever performance is required of the Owners, the Owners shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified will be extended by the amount of delay actually so caused.

5. General Provisions.

A. Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Owners, and their successors and assigns. When an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by it from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.

B. Duration. Unless this Restrictive Covenant is modified, amended, or terminated in accordance with Paragraph 5(K), this Restrictive Covenant remains in effect for forty (40) years from the date the unit is either sold or leased to an eligible household.

C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.

D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity or enforceability of any other provision.

E. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.

F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.

G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Texas. This Restrictive Covenant is performable only in the county in Texas where the Property is located.

H. Notices. Any Notice to the Owners or the City must be in writing and given by delivering the same to such party in person, by expedited, private carrier services (such as Federal Express) or by sending the same by certified mail,

return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City of Austin in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.

J. Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for the City of Austin, its successors and assigns, to prosecute proceedings at law, or in equity, against the person or entity violating or attempting to violate these Restrictive Covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant by the City of Austin, its successors and assigns, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.

K. Modification and Amendment. This Restrictive Covenant may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of the county in Texas where the Property is located, executed, acknowledged, and approved by (a) the Officer of the Office of Real Estate Services of the City of Austin or successor department; and (b) all of the Owners of the Property at the time of the modification, amendment, or termination.

Executed to be effective on _____ , 20___ .

DECLARANT:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____ §
§
COUNTY OF _____ §

Before me _____, Notary Public, on this day personally appeared _____(name), _____ (title) of _____(name of Corporation/Partnership) a _____ [type of entity and state of incorporation or partnership], known to me to through _____ "either insert state and driver's license number or delete word through and insert personally" to be the person whose name is subscribed to the foregoing instrument and acknowledged that [insert letter s in front word 'he' if person signing is female] he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on _____, 20__.

_____
Notary Public, State of _____

ACCEPTED:

OFFICE OF REAL ESTATE SERVICES
CITY OF AUSTIN

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: _____

Assistant City Attorney

Exhibit C

EXAMPLE – NOT FOR EXECUTION

ESCROW AGREEMENT

For
1322 – 1336 E. 12th Street – Request For Proposals

The City of Austin _____ Department acknowledges that _____ has deposited $ _____ into a City of Austin interest-bearing escrow account to serve as fiscal surety for the completion of the project _____ located at _____ and associated with City's File Number _____ .

The City of Austin agrees to return to the Issuer any escrowed funds, plus accrued interest, not expended or obligated by the City when any of the following occur:

- Upon acceptance of all Improvements for which the funds were deposited;
- Upon approved withdrawal of the project;
- Upon acceptable replacement of this fiscal surety deposit.

_____ _____
_____, Fiscal Surety Office Date
_____ Department