

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND  
INTOWNHOMES, LTD. FOR THE 1897 ADDITION PROJECT**

This Development Agreement ("Agreement") is entered into by and between the City of Plano, a Texas municipal corporation (the "City"), acting by and through its duly authorized officers, and InTownHomes, Ltd., a Texas limited partnership ("Developer").

**RECITALS**

**WHEREAS**, the City is authorized pursuant to the laws of Texas and its Home Rule Charter to enter into agreements with persons or entities intending to undertake any development on real property for the purposes of providing supporting public facilities and services; and

**WHEREAS**, Developer desires to develop a site of approximately 6.904± acres located at the southeast corner of 15th Street and M Avenue (the "Property") and as shown in Exhibit "A" attached hereto; and

**WHEREAS**, Developer has proposed the development of a development with a mix of uses on the Property in substantial compliance with a Concept Plan prepared by Developer attached hereto as Exhibit "B" (the "Plan" or the "Development"); and

**WHEREAS**, Developer's proposed development is located in Tax Increment Financing District No. 2 ("TIF 2") and is in keeping with the intent of that reinvestment zone to promote sound growth; and

**WHEREAS**, a portion of the proposed public improvements (hereinafter defined as the "Public Improvements") shown in the Plan are to be funded through the revenue derived by TIF 2 in accordance with the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, to promote development and redevelopment in the area through the use of tax increment financing; and

**WHEREAS**, the Public Improvements are funded under General Category Allocations (streets, utilities and landscaping) identified in the current *Project Plan and Financing Plan* for TIF 2, for which at least Nine Hundred Seventy One Five Hundred Dollars (\$971,500) has been budgeted; and

**WHEREAS**, the termination date for TIF 2 is December 31, 2029; and

**WHEREAS**, Developer's proposed development is consistent with the goals and objectives as set forth in the Downtown Plano Vision and Strategy Update, adopted by the City Council by Resolution No. 2013-2-20(R), dated February 25, 2013; and

**WHEREAS**, the development of the Property in accordance with the Plan by Developer will contribute important direct and indirect economic and social benefits to the City, including, but not limited to the creation of a pedestrian-oriented residential development near the Downtown Plano DART rail station; and

**WHEREAS**, it is essential to the City's public health, safety and general welfare to assure that the Development is supported by adequate levels of public facilities and services.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS HEREIN, THE PARTIES AGREE AS FOLLOWS:**

## **SECTION 1. DEVELOPER'S OBLIGATIONS**

A. Prior to receiving any funding from the City as authorized by this Agreement, Developer shall:

1. Obtain approval of a final site plans as required by the phasing to develop a minimum of 50 townhomes (the "Development");
2. Provide documentation to the reasonable satisfaction of the City of financial ability to complete the obligations under this Agreement in the form of a letter from lenders providing financing for the Development or proof of ownership of the Property and verification of construction financing;
3. Obtain all necessary City permits to begin construction of the Development's first phase and begin construction of the Development no later than December 31, 2022; Construction shall be deemed to have begun when Developer commences site work (i.e., grading, clearing or trenching) on the Property;
4. Complete the design, construction, and installation of the private improvements comprising the Development, at its sole cost and expense, and which when completed shall have a private investment value (land and improvements) of approximately Forty Six Million and No/100 Dollars (\$46,000,000.00) or greater amount;
5. Complete the design, construction, and installation of all public improvements described in Exhibit "C" attached hereto (the "Public Improvements.") The Public Improvements shall be designed, constructed and installed in a good and workmanlike manner in accordance with all applicable laws, statutes and ordinances, rules and regulations of the City and any other governmental authority having jurisdiction, including, without limitation, the City Right-of-Way Management Ordinance, the City Code of Ordinances and the City Zoning and Subdivision Ordinances. The Public Improvements shall be substantially completed on or before December 31, 2024;
6. Convey the Public Improvements and the property underlying the Public Improvements to the City, evidenced by the filing of the final plat for the Development with the Collin County Clerk's office and a letter indicating the acceptance of the Public Improvements by the Director of Engineering, and any other instrument which the City may reasonably request, and shall include, to the extent assignable, an assignment of all contractors' warranties, if any, and maintenance bonds; and
7. Request payment from the City in writing. Payments shall include all supporting documentation that may be reasonably requested by the City.

## **SECTION 2. CITY'S OBLIGATIONS**

A. The City shall perform the following obligations:

1. Pay Developer reimbursement of Project Costs (as defined below) in the amount of Nine Hundred Seventy One Five Hundred Dollars (\$971,500) upon Developer's completion of the requirements in Section 1(A) above and after receipt of Developer's written request for payment. Reimbursement to the Developer for eligible expenses for "Project Costs" (as defined hereinafter) will occur after final inspection and acceptance of the Public

Improvements by the City in accordance with Section 1.A.5 and 1.A.6 above. However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter).

2. "Project Costs" means actual construction and/or installation costs for Public Improvements, including but not limited to:

- i. Construction of storm sewer, drainage, water utilities, paving, lighting, landscape, hardscape and other improvements required by the City, both on-site and off-site, that are described or specified on the project plans approved by the City in the not to exceed amount of \$971,500; and

3. "Overhead Costs" means:

- i. overhead and management fees of Developer;
- ii. financing charges;
- iii. marketing costs;
- iv. legal fees; and
- v. payments made to entities affiliated with or related to Developer to the extent such payments made to entities affiliated with or related to Developer do not exceed what is reasonable and customary for such services.

B. All payments for Public Improvement reimbursement to Developer under this subsection shall be payable solely from TIF 2 funds as provided by law and shall not be obligated for payment from the City's general fund or any other City fund unrelated to TIF 2 funds;

C. A portion of the property is located within the boundaries of Neighborhood Empowerment Zone No. 1, as amended by Resolution 2019-12-5(R). A concept plan for development of the entire property was approved on October 14, 2019, and through this agreement the proposed development qualifies for the fee waivers offered to new development within the NEZ No. 1 prior to the 2019 amendment. Fees will not be waived if the concept plan expires prior to either construction commencing or progress in the series of permits required for development is not made.

D. The Developer is entering into a separate agreement with the City to sell adjacent land so that the City can establish a neighborhood park. Park impact fees will be determined consistent with Plano Municipal Code Section 16-271.

### **SECTION 3. DESIGN AND CONSTRUCTION**

A. Design management for the Public Improvements and the Development will be provided by Developer's designated licensed architect and/or a licensed civil engineer for the Development, or such other party as shall be mutually agreed to by the parties to this Agreement.

B. Developer shall obtain all required local, state and federal governmental approvals and permits required for construction of the Public Improvements.

- C. Developer shall require its general contractor to procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of the construction of the Public Improvements at the Property. Developer shall provide their general contractor's signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.
- D. Developer shall procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of this Agreement. Developer shall provide their signed insurance certificate to the City verifying that they have obtained the required insurance coverage prior to the commencement of construction of the Public Improvements and naming the City of Plano as additional insured.
- E. Upon completion of the Public Improvements, Developer shall provide a maintenance bond as provided in the form on attached Exhibit "E" in an amount mutually and reasonably agreed between the City and Developer.
- F. Except as provided herein, all project designs, drawings, site plans and other documents produced by Developer in connection with the Development, including those attached to this Agreement, shall remain the property of Developer. In exchange for Developer's acceptance of the above-described reimbursement from the City, the portion of the plans created for the Public Improvements shall become the property of the City upon dedication and acceptance as required by Section 1.A.5. and 1.A.6. of this Agreement.

#### **SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE**

Should Developer fail to complete installation of the Public Improvements by the date specified in Section 1.A.5. of this Agreement, the City shall have no obligation to expend funds to complete the Public Improvements.

#### **SECTION 5. FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the commencement, progress and/or completion of the construction of the multifamily housing development contemplated hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; delays caused by the franchise utilities; fire or other casualty; court injunction; necessary condemnation proceedings; or acts of the other party, its affiliates/related entities and/or their contractors, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

#### **SECTION 6. TERM**

The term of this Agreement shall begin on the date of execution and end upon the complete performance of all obligations and conditions precedent by parties to this Agreement but in no event later than December 31, 2025. The City Manager or his designee shall have the authority to extend,

in writing, the commencement and completion dates, and all other deadlines contained within the Agreement, including the term, for an additional period of one year.

## **SECTION 7. AUTHORITY OF DEVELOPER**

Developer represents and warrants to the City that Developer is duly formed, validly existing and in good standing under the laws of the State of Texas. Developer will provide a certificate of status from the Texas Secretary of State's office evidencing Developer's current legal status and authority to conduct business in Texas. Developer represents that it has full power, authority and legal right to execute and deliver this Agreement. This Agreement constitutes a legal, valid, and binding obligation of Developer and the City, enforceable in accordance with its terms.

## **SECTION 8. EVENTS OF DEFAULT**

A default shall exist if any of the following occurs:

1. Either party fails to perform or observe any material covenant contained in this Agreement.
2. Developer becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that Developer retains the right to timely and properly protest and/or contest any such taxes and during the pendency of such proceedings such taxes shall not be deemed delinquent.

A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event which would constitute a default by the defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action, if any, the notifying party requires or proposes to require with respect to curing the default.

## **SECTION 9. REMEDIES**

The defaulting party shall have thirty (30) days to cure after receiving written notice of default from a party. If a default shall continue after the thirty (30) days' notice to cure the default, the non-defaulting party may, at its option, terminate the Agreement and/or pursue any and all remedies it may be entitled to, at law or in equity, in accordance with Texas law without the necessity of further notice to or demand upon the defaulting party. However, the non-defaulting party may, at its option, provide written extension for additional time to cure if the defaulting party proceeds in good faith and with due diligence to remedy and correct the default, provided that the defaulting party has commenced to cure such default within 30 days following the original notice.

## **SECTION 10. BANKRUPTCY**

In the event Developer files for bankruptcy, whether involuntarily or voluntary, Developer shall provide written notice to the City within three (3) business days of such event. Bankruptcy shall place Developer in immediate default with the terms and conditions of this Agreement.

## **SECTION 11. INDEMNIFICATION**

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF DEVELOPER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH DEVELOPER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ITS OWN ENTIRE DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

## **SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST**

Developer acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Agreement voidable.

### **SECTION 13. NOTICES**

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mail by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

If intended for City, to:

City of Plano  
Attention: City Manager  
PO Box 860358  
Plano, Texas 75086-0358

If intended for Developer, to:

InTownHomes, Ltd.  
Attention: Frank M. K. Liu, President  
1520 Oliver Street  
Houston, Texas 77007

With a copy to:

BoyarMiller  
2925 Richmond Ave., 14<sup>th</sup> Floor  
Houston, Texas 77098  
Attention: Hilary Tyson

### **SECTION 14. WRITTEN NOTICES AND APPROVALS REQUIRED**

Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or whenever the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be in writing. Approval by City, unless otherwise provided herein, shall be by the City Manager or his designated representative and approval by Developer shall be by the CEO, CFO or Vice President or any officer of Developer so authorized (and, in any event, the officers executing this Agreement are so authorized); and either party hereto shall be authorized to act in reliance upon any such request, demand, approval, notice or consent, or agreement.

### **SECTION 15. GIFT TO PUBLIC SERVANT**

- A. City may terminate this Agreement immediately if Developer has knowingly offered, conferred, or agreed to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.
- B. For purposes of this section, "benefit" means anything reasonably regarded as economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.
- C. Notwithstanding any other legal remedies, City may require Developer to remove any employee of Developer from the development of the Public Improvements who has violated the restrictions of this section or any similar state or federal law, and City may obtain reimbursement for any expenditures made to Developer as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

## **SECTION 16. COMPLIANCE WITH EQUAL RIGHTS ORDINANCE**

Developer agrees to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

“It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by

the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

Developer also understands that it is entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance's application to its business if applying it would conflict with state or federal law. During the review of the waiver request, the Agreement will be placed on hold.

## **SECTION 17. APPLICABLE LAWS**

This Agreement is made subject to the provisions of the Charter and ordinances of City, as amended, and all applicable laws of the State of Texas and federal laws.

## **SECTION 18. VENUE AND GOVERNING LAW**

This Agreement is performable in Collin County, Texas and venue of any action arising out of this Agreement shall be exclusively in Collin County, Texas. This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

## **SECTION 19. LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

## **SECTION 20. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

## **SECTION 21. CAPTIONS**

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

## **SECTION 22. SUCCESSORS AND ASSIGNS**

- A. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned without the prior consent of Developer and the City of Plano City Council, which approvals shall not be unreasonably withheld.
- B. An assignment or delegation of this Agreement to an Affiliate of Developer shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of Developer expressly assumes all of the obligations of Developer under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between Developer and an Affiliate. Developer shall notify the City in writing, however, within 30 days of such assignment. "Affiliate", as used herein, includes any parent, sister, partner, joint venturer, equity investor or subsidiary entity of Developer; any entity in which Developer is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, Developer shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by Developer in connection with its financing of the Development shall not require City Council approval and shall not result in a breach of this Agreement so long as all obligations of Developer herein are included in such assignment.

## **SECTION 23. ENTIRE AGREEMENT**

This Agreement embodies the complete agreement of the parties hereto with respect to the Property, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement. This Agreement is the complete and final understanding and agreement between Developer and the City with respect to the Property. Except as otherwise provided herein the agreement cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

## **SECTION 24. INCORPORATION OF RECITALS**

The recitals set forth herein are intended, and are hereby deemed to be a part of this Agreement.

**EXECUTED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by City, signing by and through its City Manager.

**CITY OF PLANO, TEXAS, a home rule municipal corporation**

By: \_\_\_\_\_  
Mark D. Israelson, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Paige Mims, City Attorney

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF COLLIN**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Mark D. Israelson, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

**InTownHomes, Ltd.,  
a Texas limited partnership**

**By: InTown Builder GP, LLC,  
a Texas limited liability company  
its General Partner**

By: \_\_\_\_\_  
Frank M. K. Liu, Manager

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF HARRIS**

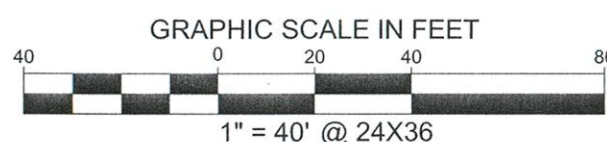
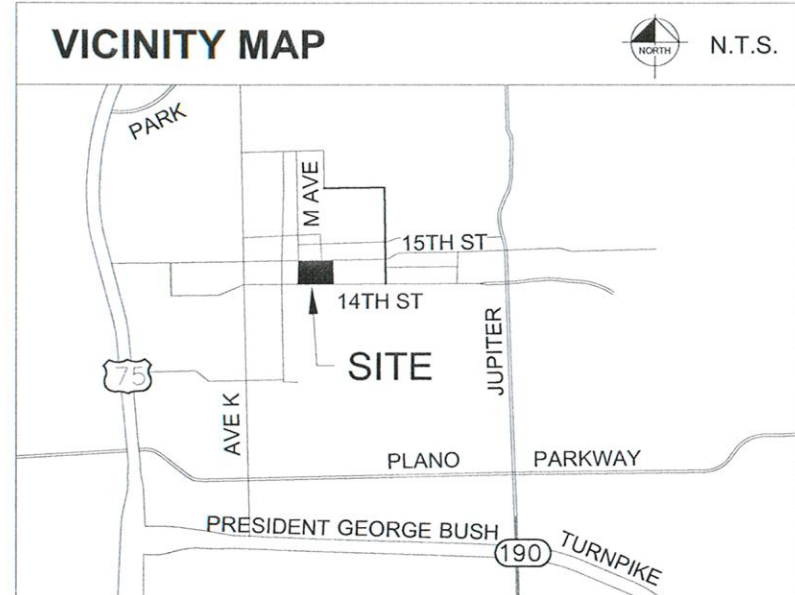
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020,  
by Frank M. K. Liu, Manager of InTown Builder GP, LLC, a Texas limited liability company, the  
general partner of **InTownHomes, Ltd.**, a Texas limited partnership.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires: \_\_\_\_\_

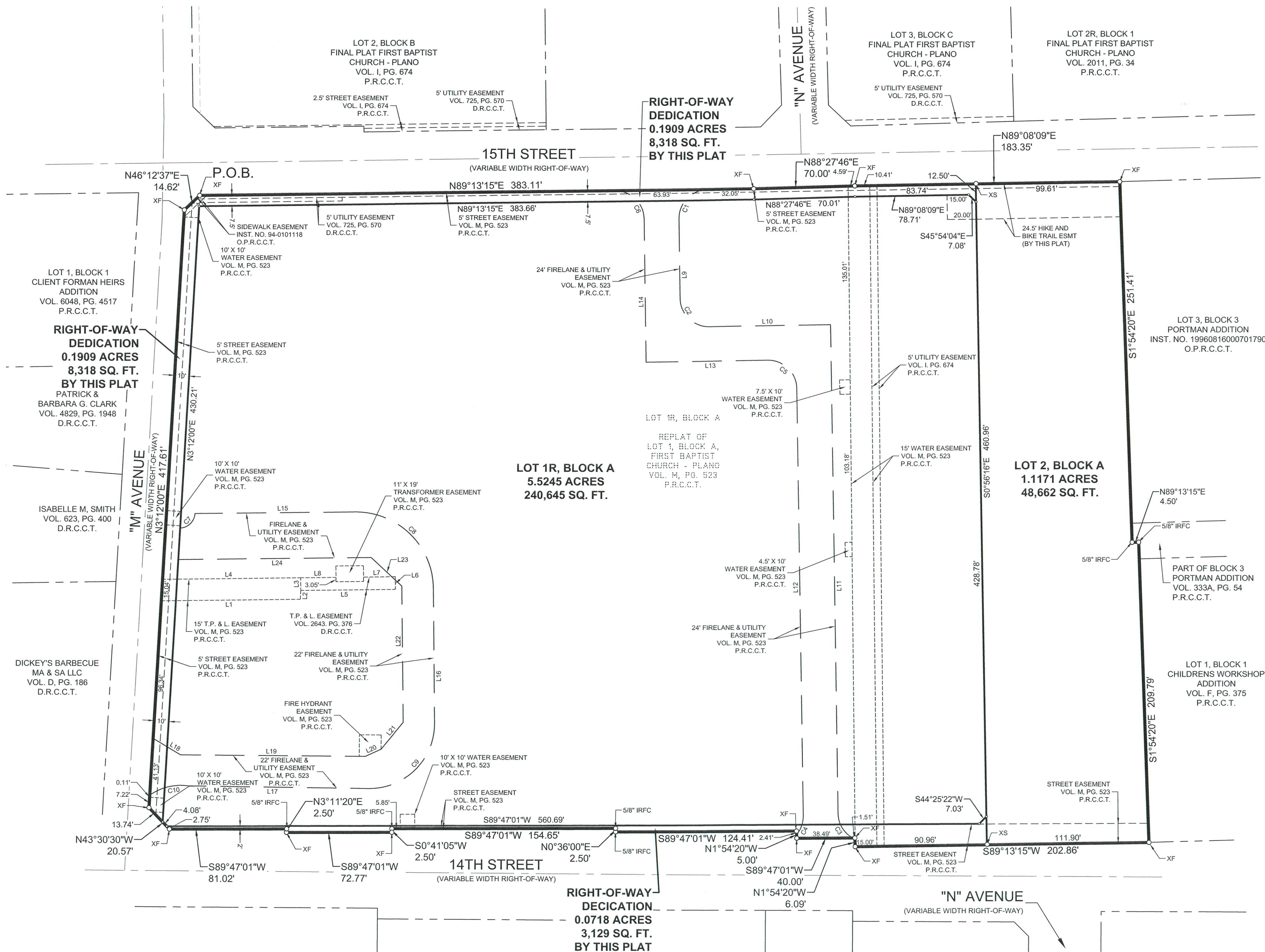
**EXHIBIT A**

**Legal Description / PLAT**



#### LEGEND

Δ = CENTRAL ANGLE  
P.O.B. = POINT OF BEGINNING  
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET  
IRFC = IRON ROD W/ "ROOME" CAP FOUND  
XF = "X" CUT IN CONCRETE FOUND  
XS = "X" CUT IN CONCRETE SET  
D.R.C.C.T. = DEED RECORDS OF COLLIN COUNTY, TEXAS  
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS  
P.R.C.C.T. = PLAT RECORDS, COLLIN COUNTY, TEXAS



#### NOTES:

- Bearing system of this survey is based on a line oriented between City of Plano monuments 201 and 301 found in the field, whose positions are published on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983 (NSRS2007).
- Notice: Selling a portion of this addition by metes and bounds is a violation of city subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of the replat is to create 2 lots from 1.
- All corners are 5/8-inch iron rod with plastic cap stamped "KHA" unless otherwise noted hereon.

LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N89°14'16"E	96.05'	L13	S89°06'48"W	83.85'
L2	N03°11'20"E	6.16'	L14	N00°53'12"W	99.81'
L3	N00°49'44"W	8.85'	L15	N89°20'30"E	108.02'
L4	N89°14'16"E	95.43'	L16	S00°39'56"E	92.84'
L5	N89°14'16"E	65.40'	L17	N89°15'47"W	124.52'
L6	N00°45'44"W	8.85'	L18	S58°48'00"E	22.14'
L7	N89°14'16"E	21.92'	L19	S89°37'01"E	127.81'
L8	N89°14'16"E	24.48'	L20	N65°04'57"E	11.89'
L9	S00°53'12"E	55.69'	L21	N38°59'20"E	24.25'
L10	N89°06'48"E	83.85'	L22	N00°43'13"W	95.17'
L11	S00°53'12"E	341.11'	L23	N46°41'59"W	29.18'
L12	N00°53'12"W	298.34'	L24	S89°16'43"W	132.72'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	90°00'00"	20.00'	31.42'	S44°06'48"W	28.28'
C2	90°00'00"	20.00'	31.42'	S45°53'12"E	28.28'
C3	59°20'04"	20.00'	20.71'	S30°26'47"E	19.80'
C4	40°15'28"	20.00'	14.05'	N19°20'59"E	13.77'
C5	90°00'00"	20.00'	31.42'	N45°53'12"W	28.28'
C6	89°53'33"	20.00'	31.38'	N45°49'58"W	28.26'
C7	85°31'18"	10.61'	15.84'	N45°01'15"E	14.41'
C8	94°19'24"	53.89'	88.72'	N46°05'47"W	79.03'
C9	91°24'08"	45.00'	71.79'	N45°02'08"E	64.41'
C10	43°47'00"	36.71'	28.06'	S76°14'06"W	27.38'

Filed and Recorded  
Official Public Records  
Stacy Kemp, County Clerk  
Collin County, TEXAS  
03/06/2020 03:51:05 PM  
841.00 DKTZTTLER  
20200306010000980



2020 171  
*David Foor*

ENGINEER:  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD, TWO GALLERIA OFFICE  
TOWER, SUITE 700, DALLAS, TEXAS 75240  
CONTACT: SARAH SCOTT, P.E.  
PHONE: 972-770-1300  
SARAH.SCOTT@KIMLEY-HORN.COM

OWNER/APPLICANT:  
TWCP WESTHEIMER LTD  
INTOWNHOMES, LTD.  
1520 OLIVER STREET  
HOUSTON, TEXAS 77007  
CONTACT: DAVID FOOR  
PHONE: 713-293-6901

REPLAT  
FIRST BAPTIST CHURCH - PLANO  
LOT 1R & 2, BLOCK A  
BEING A REPLAT OF LOT 1R, BLOCK A  
OF LOT 1, BLOCK A, FIRST BAPTIST CHURCH - PLANO  
VOLUME M, PAGE 523, P.R.C.C.T.  
6.9044 GROSS ACRES  
OF WHICH 0.2627 ACRES  
ARE DEDICATED AS RIGHT-OF-WAY  
LEAVING 6.6417 NET ACRES  
SITUATED IN THE  
SANFORD BECK SURVEY ABSTRACT NO. 73  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PROJECT # RP2020-004

**Kimley»Horn**

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240	FIRM # 10115500	Tel. No. (972) 770-1300 Fax No. (972) 239-3820
Scale 1" = 40'	Drawn by DWP/BAB	Checked by DJD
Date FEB. 2020	Project No. 064488009	Sheet No. 1 OF 2

OWNER'S CERTIFICATION

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS TWCP WESTHEIMER WILCREST LTD., and INTOWNHOMES, LTD., are the owners a tract of land situated in the Sanford Beck Survey, Abstract No. 73, City of Plano, Collin County, Texas and being all of a called 5.787 acre tract described as "Tract I" in the Special Warranty Deed with Vendor's Lien, to TWCP WESTHEIMER WILCREST LTD., recorded in Instrument No. 20191101001382540, Official Public Records, Collin County, Texas; and being all of a called 1.117 acre tract described as "Tract V" in Special Warranty Deed to INTOWNHOMES, LTD., recorded in Instrument No. 20191101001382580, Official Public Records, Collin County, Texas, and being all of Lot 1R, Block A, of Replat of Lot 1, Block A, First Baptist Church - Plano, an addition to the City of Plano, Texas, according to the plat thereof recorded in Volume M, Page 523, Plat Records, Collin County, Texas; and being more particularly described as follows:

BEGINNING at an "X" cut in concrete found at the north end of a right-of-way corner clip for the intersection of the south right-of-way line of 15<sup>th</sup> Street (a variable width right-of-way) with the east right-of-way line of "M" Avenue (a variable width right-of-way)

THENCE with said south right-of-way line the following courses and distances:

North 89°13'15" East, a distance of 383.11 feet to an "X" cut in concrete found for corner;

North 88°27'46" East, a distance of 70.00 feet to an "X" cut in concrete found for corner;

North 89°08'09" East, a distance of 183.35 feet to an "X" cut in concrete found for the northeast corner of said Lot 1R, Block A;

THENCE with the east line of said Lot 1A, Block 1, the following courses and distances:

South 1°54'20" East, a distance of 251.41 feet to a 5/8-inch iron rod with plastic cap stamped "ROOME" found for corner;

North 89°13'15" East, a distance of 4.50 feet to a 5/8-inch iron rod with plastic cap stamped "ROOME" found for corner;

South 1°54'20" East, a distance of 209.79 feet to an "X" cut in concrete found for the southeast corner of said Lot 1R, Block A and being in the north right-of-way line of 14th Street (a variable width right-of-way);

THENCE with said north right-of-way line the following courses and distances:

South 89°13'15" West, a distance of 202.86 feet to an "X" cut in concrete found for corner;

North 1°54'20" West, a distance of 6.09 feet to an "X" cut in concrete found for corner;

South 89°47'01" West, a distance of 40.00 feet to an "X" cut in concrete found for corner;

North 1°54'20" West, a distance of 5.00 feet to an "X" cut in concrete found for corner;

South 89°47'01" West, a distance of 124.41 feet to 5/8-inch iron rod with plastic cap stamped "ROOME" found for corner;

North 0°36'00" East, a distance of 2.50 feet to 5/8-inch iron rod with plastic cap stamped "ROOME" found for corner;

South 89°47'01" West, a distance of 154.65 feet to 5/8-inch iron rod with plastic cap stamped "ROOME" found for corner;

South 0°41'05" West, a distance of 2.50 feet to an "X" cut in concrete found for corner;

South 89°47'01" West, a distance of 72.77 feet to an "X" cut in concrete found for corner;

North 3°11'20" East, a distance of 2.50 feet to a 5/8-inch iron rod with plastic cap stamped "ROOME" found for corner;

South 89°47'01" West, a distance of 81.02 feet to an "X" cut in concrete found at the south end of a right-of-way corner clip at the intersection of said north right-of-way line with said east right-of-way line;

THENCE North 43°30'30" West, with said corner clip, a distance of 20.57 feet to an "X" cut in concrete found at the north end of said corner clip;

THENCE North 3°12'00" East, with said east right-of-way line, a distance of 417.61 feet to an "X" cut in concrete found at the south end of said corner clip for the intersection of said east right-of-way line with said south right-of-way line of 15th Street;

THENCE North 46°12'37" East, with said corner clip, a distance of 14.62 feet to the POINT OF BEGINNING and containing 6.9044 acres or 300,754 square feet of land.

OWNER'S DEDICATION

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT TWCP WESTHEIMER WILCREST LTD., and INTOWNHOMES, LTD., acting herein by and through thier duly authorized officer, does hereby adopt this replat designating the hereinabove described property as FIRST BAPTIST CHURCH - PLANO, LOT 1R & 2, BLOCK A, an addition to the City of Plano, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets and alleys shown thereon. The streets and alleys are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City of Plano. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Plano's use thereof. The City of Plano and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Plano and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time of procuring permission from anyone.

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police or his duly authorized representative is hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of General Public vehicular and pedestrian use and access, and for Fire Department and emergency use, in, along, upon, and across said premises, with the right and privilege at all times of the City of Plano, its agents, employees, workmen, and representatives having ingress, egress, and regress in, along, upon, and across said premises.

The area or areas shown on the plat as "VAM" (Visibility, Access, and Maintenance) easement(s) are hereby given and granted to the city, its successors and assigns, as an easement to provide visibility, right of access, and maintenance upon and across said VAM easement. The city shall have the right, but not the obligation, to maintain any and all landscaping within the VAM easement. Should the city exercise this maintenance right, it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover, and fixtures. The city may withdraw maintenance of the VAM easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree, or other improvements or growths, which in any way endanger or interfere with the visibility, shall be constructed in, on, over, or across the VAM easement. The city shall also have the right, but not the obligation, to add any landscape improvements to the VAM easement, to erect any traffic control devices or signs on the VAM easement, and to remove any obstruction thereon. The city, its successors, assigns, or agents, shall have the right and privilege at all times to enter upon the VAM easement or any part thereof for the purposes and with all rights and privileges set forth herein.

An easement for the benefit of each lot is hereby reserved over, across, and upon each lot adjoining to such lot for roof overhangs not exceeding two feet in width, and brick ledges which support exterior veneer walls and associated brick and veneers not exceeding six inches in width.

This plat is hereby adopted by the owners (called owners) and approved by the City of Plano (called City) subject to the following conditions which shall be binding upon the owners, their heirs, grantees, successors, and assigns: The Hike and Bike Trail Easement is hereby dedicated to the public use forever, as indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown. the city shall have the right to remove and keep removed all parts of any buildings, fences, trees, shrubs, or other improvements or growths which may endanger or interfere with the construction, maintenance, or efficiency of their respective trails in said easement. the City shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective trails without the necessity at any time of procuring permission from anyone.

WITNESS, my hand, this 27 day of February, 2020.

BY: TWCP WESTHEIMER WILCREST LTD.,

By: David Foer

Name: David Foer

Title: Vice President

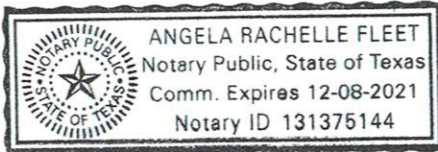
STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared David Foer, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

Given under my hand and seal of office on this the 27<sup>th</sup> day of February, 2020.

NOTARY PUBLIC in and for the STATE OF

Print Name



BY: INTOWNHOMES, LTD.,

By: David Foer

Name: David Foer

Title: Vice President

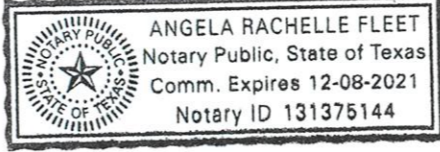
STATE OF Texas  
COUNTY OF Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared David Foer, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

Given under my hand and seal of office on this the 27<sup>th</sup> day of February, 2020.

NOTARY PUBLIC in and for the STATE OF

Print Name



SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, David J. De Weirdt, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of Plano, Texas.

David J. De Weirdt 02/26/2020

David J. De Weirdt  
Registered Professional Land Surveyor No. 5086  
Kimley-Horn and Associates, Inc.  
13455 Noel Road  
Two Galleria Office Tower, Suite 700  
Dallas, Texas 75240  
PH. (972) 770-1300



STATE OF TEXAS  
COUNTY OF DALLAS

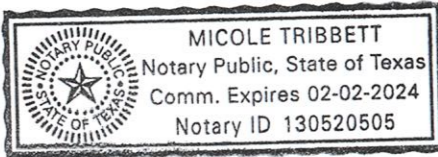
BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared David J. De Weirdt, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations thereof expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26<sup>th</sup> day of February, 2020.

Micole Tribbett

Notary Public, State of Texas

Micole Tribbett  
Print Name



CERTIFICATE OF APPROVAL

APPROVED on this the 2 day of March, 2020 by the Planning & Zoning Commission, City of Plano, Texas.

[Signature]  
CHAIRMAN, PLANNING & ZONING COMMISSION



STATE OF TEXAS  
COUNTY OF COLLIN

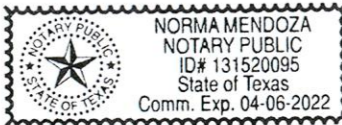
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared John Muns, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

Given under my hand and seal of office on this the 2 day of March, 2020.

Norma Mendoza

NOTARY PUBLIC in and for the STATE OF TEXAS

Norma Mendoza  
Print Name



[Signature]  
SECRETARY, PLANNING & ZONING COMMISSION OR CITY ENGINEER

STATE OF TEXAS  
COUNTY OF COLLIN

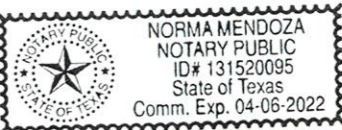
BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared Caleb Thornhill, the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration thereof expressed.

Given under my hand and seal of office on this the 3 day of March, 2020.

Norma Mendoza

NOTARY PUBLIC in and for the STATE OF TEXAS

Norma Mendoza  
Print Name



REPLAT  
FIRST BAPTIST CHURCH - PLANO  
LOT 1R & 2, BLOCK A  
BEING A REPLAT OF LOT 1R, BLOCK A  
LOT 1, BLOCK A, FIRST BAPTIST CHURCH - PLANO  
VOLUME M, PAGE 523, P.R.C.C.T.  
6.9044 GROSS ACRES  
OF WHICH 0.2627 ACRES  
ARE DEDICATED AS RIGHT-OF-WAY  
LEAVING 6.6417 NET ACRES  
SITUATED IN THE  
SANFORD BECK SURVEY ABSTRACT NO. 73  
CITY OF PLANO, COLLIN COUNTY, TEXAS  
PROJECT # RP2020-004

**Kimley»Horn**

13455 Noel Road, Two Galleria Office Tower, Suite 700, Dallas, Texas 75240 FIRM # 101155000 Tel. No. (972) 770-1300 Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	DWP/BAB	DJD	FEB. 2020	064488009	2 OF 2

Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
03/06/2020 03:51:06 PM  
\$41.00 DKITZMILLER  
20200306010000980

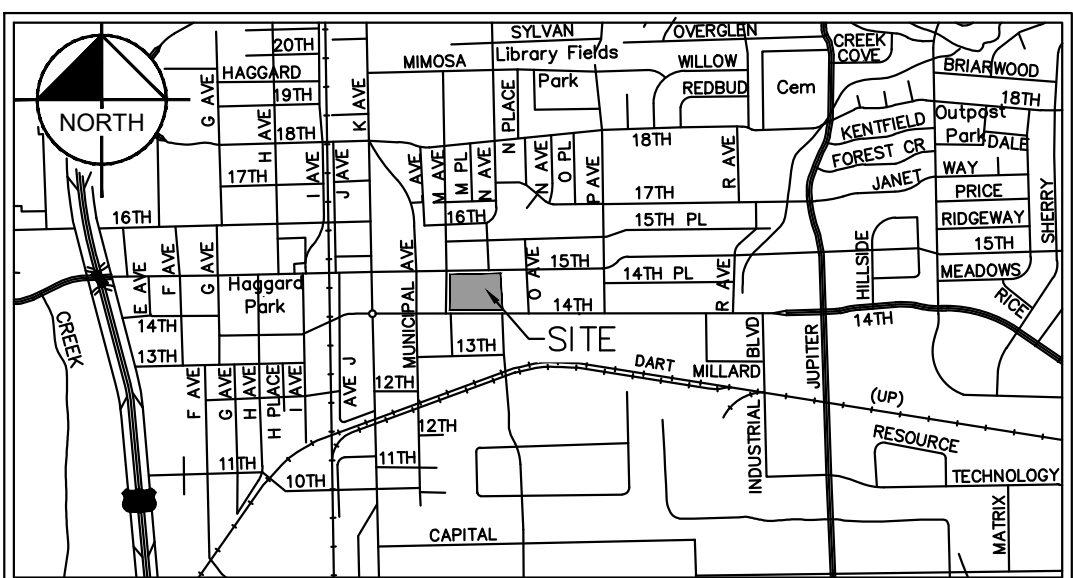


OWNER/APPLICANT: A  
TWCP WESTHEIMER LTD  
INTOWNHOMES, LTD.  
1520 OLIVER STREET  
HOUSTON, TEXAS 77007  
CONTACT: DAVID FOER  
PHONE: 713-293-6901

ENGINEER:  
KIMLEY-HORN AND ASSOCIATES, INC.  
13455 NOEL ROAD, TWO GALLERIA OFFICE  
TOWER, SUITE 700, DALLAS, TEXAS 75240  
CONTACT: SARAH SCOTT, P.E.  
PHONE: 972-770-1300  
SARAH.SCOTT@KIMLEY-HORN.COM

## **EXHIBIT B**

### **CONCEPT PLAN**



GENERAL SITE DATA	
EXISTING ZONING (FROM ZONING MAP)	PD-133-O-2, UR and R
PROPOSED ZONING	PD-BG
LAND USE	OFFICE, RETAIL, MULTI-FAMILY, SINGLE-FAMILY ATTACHED
LOT AREA (SF)	300,754 SF
LOT AREA (AC)	6.904 AC
BUILDING FOOTPRINT AREA (SF)	160,000 SF (including garage)
TOTAL BUILDING AREA (GSF)	439,000 SF (excluding garage)
	2-STORY TOWNHOMES
	3-STORY TOWNHOMES
	4-STORY MULTI-FAMILY BLDG
	5-STORY MULTI-FAMILY BLDG
BUILDING HEIGHT (# STORIES)	5-STORY PARKING GARAGE
	2-STORY RETAIL/OFFICE
	3-STORY RETAIL/OFFICE
BUILDING HEIGHT (FEET - DISTANCE TO TALLEST ELEMENT)	70' - 0"
LOT COVERAGE (PERCENT - XXX%)	53.20%
FLOOR AREA RATIO (RATIO - XXX:1)	1.46:1
RESIDENTIAL UNITS (# AND TYPE)	270 MULTI-FAMILY UNITS 50 SINGLE-FAMILY UNITS

[illegible]

## EXHIBIT C

### Description and Cost Estimates of Public Improvements

#### SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF PUBLIC IMPROVEMENTS

Public Improvements of estimated value of Nine Hundred Seventy-One Thousand Five Hundred Dollars (\$971,500.00) are comprised of the following scope items:

##### ITEM

DESCRIPTION	QTY	UNIT	COST / UNIT	TOTAL COST
OVERHEAD ELECTRIC TAKEN UNDERGROUND	1	LS	\$ 200,000.00	200,000
STREET TREE (3" CALIPER)	32	EA	\$ 800.00	25,600
DECORATIVE STREET LIGHTING	17	EA	\$ 12,000.00	204,000
10' WIDE PUBLIC SIDEWALK W/ BRICK PAVER ACCENTS	1,750	L.F.	\$ 90.00	157,500
CONCRETE PAVEMENT - MEWS STREET	2,463	S.Y.	\$ 60.00	147,767
LIME STABILIZED SUBGRADE - MEWS STREET	2,463	S.Y.	\$ 6.50	16,008
8" SANITARY SEWER LINE	810	L.F.	\$ 120.00	97,200
4' SANITARY SEWER MANHOLE	2	EA	\$ 5,000.00	10,000
8" WATER LINE	1,100	L.F.	\$ 95.00	104,500
12" WATER LINE	85	L.F.	\$ 105.00	8,925
TOTAL				971,500

## EXHIBIT D

### Contractor's and Developer's Insurance Requirements

#### CITY OF PLANO GENERAL CONTRACTUAL INSURANCE REQUIREMENTS

Vendors/Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Vendors/Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of insurance as required herein or that the subcontractors are included under the vendors/contractor's policy. The City, at its discretion, may require a certified copy of the policies, including all relevant endorsements.

**All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas, must be acceptable to the City of Plano and be placed with an insurer possessing an A-VII A. M. Best rating or better.**

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and higher limits of coverage or provisions depending on the nature of the work.

1. The following insurance requirements, coverage's and limits apply to most minor construction (Non-CIP), renovation, service provider, installation and maintenance services, work on City property and professional service contracts.
2. Purchases of non-hazardous commodities, equipment, materials and products from distributors and retailers do not require any specific insurance.
3. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment or property may require customized insurance requirements in addition to the general requirements listed.

**Commercial General Liability Insurance**—(Required for all minor construction, renovation, service provider contracts involving installation, maintenance or work on City property)

Commercial general liability insurance shall be written on an ISO occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-complete operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability policy, including coverage for City with respect to liability arising out of the completed operations.

\$1,000,000 Limit per Occurrence/Aggregate

\$1,000,000 Limit for Personal/Advertising Injury and Products/Completed Operations

**Commercial Automobile Liability**—(Required for all contracts involving the use of vendor/contractor owned, non-owned or hired automobiles)

Vendor/contractor shall maintain business automobile liability insurance with a limit of not less than \$500,000 each accident or Combined Single Limit.

Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles). Vendor/contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability obtained by vendor/contractor pursuant to this section or under any applicable automobile physical damage coverage.

**Workers' Compensation & Employer Liability**—(Required for all vendors/contractors with employees who perform work or contract services on City property)

Vendor/contractor shall maintain workers' compensation insurance in the amounts required by appropriate state workers compensation statutes. The employer's liability limit shall not be less than \$500,000.

Vendor/contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under vendors/contractor's workers' compensation and employer's liability. Vendor/contractor must cause a waiver of subrogation to be effected under its workers' compensation coverage.

Sole Proprietors and companies with no employees may be exempt from this requirement.

**Professional Liability (E&O) Insurance**--(Required for all Professional Service contracts including but not limited to: architects, engineers, consultants, counselors, medical professionals, attorneys, accountants, etc.)

Professional Liability Coverage (E&O) may be written on a claims made basis but must include an extended reporting period of at least three years after contract completion.

City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the E&O policy, including coverage for City with respect to liability arising out of all errors and omissions of vendor/contractor.

Minimum Limit of \$1,000,000 Each Claim and \$1,000,000 Aggregate

EXHIBIT E

Maintenance Bond

STATE OF TEXAS

COUNTY OF COLLIN

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, hereinafter called "**Principal**", and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to transact business in the State of Texas, hereinafter called "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home rule municipal corporation hereinafter called "Beneficiary", in the amount of \_\_\_\_\_ **DOLLARS** (\$\_\_\_\_\_), in lawful money of the United States, to be paid in Plano, Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, and firmly by these presents. This bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the Contract price, but in no event shall a change order or supplemental agreement which reduces the Contract price decrease the penal sum of this Bond.

**THE OBLIGATION TO PAY SAME** is conditioned as follows: Whereas, the Principal entered into a certain written Contract with the Beneficiary, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, A.D. which is made a part hereof by reference for the construction of certain public improvements that are generally described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if Principal will maintain and keep in good repair the work herein contracted to be done for a period of one (1) year from the date of final acceptance and do and perform all necessary work and repair any defective condition, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal; then this obligation shall be void, otherwise it shall remain in full force and effect; and in case Principal shall fail to do so it is agreed that the City may do such work and supply such materials and charge the same against Principal and Surety on this obligation.

**PROVIDED, FURTHER**, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

**PROVIDED FURTHER**, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PRINCIPAL:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

\_\_\_\_\_

**TITLE:** \_\_\_\_\_

**SURETY:** \_\_\_\_\_  
Address \_\_\_\_\_  
Tel. No. \_\_\_\_\_

**ATTEST:**

**BY:** \_\_\_\_\_

\_\_\_\_\_

**TITLE:** \_\_\_\_\_

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: \_\_\_\_\_  
STREET ADDRESS: \_\_\_\_\_  
CITY, STATE, ZIP: \_\_\_\_\_

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

**NOTE:** Date on **Page 1** of Maintenance Bond must be **same date that City Council awarded Contract**. Date on **Page 2** of Maintenance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

