

DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND PLANO DMA-TSAHC HOUSING, LLC FOR PARK ON 14TH 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 Plano DMA-TSAHC Housing, LLC, a Texas limited liability company ("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 1.5± acres located at the southwest corner of 14th Street and G Avenue (the "Property") and as shown in Exhibit "A" attached hereto; and

WHEREAS, Developer has proposed the development of a multi-family development on the Property in substantial compliance with a Site Plan prepared by Developer attached hereto as Exhibit "B" (the "Plan" or the "Development"); and

WHEREAS, Developer's proposed development is adjacent to Tax Increment Financing District No. 2 ("TIF#2") and the proposed public improvements are in 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 Four Hundred and Fifty Thousand Dollars (\$450,000) 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 plan for Park on 14th (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 on or before the later of September 30, 2023 or six months after City permits required for construction are obtained by Developer. Construction shall be deemed to have begun (the Commencement Date) when Developer commences site work (i.e., grading, demolition, clearing or trenching) on the Property;
4. Complete the design, construction, and installation of all public improvements within the Development as 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 the date which is two (2) years after the Commencement Date, subject to extension for force majeure delays. The construction is complete upon written acceptance of the Public Improvements by the City of Plano Director of Engineering indicating that the construction has been satisfactorily completed and that Developer has ensured that all rights to the Public Improvements have been transferred to the City for use and maintenance; and
5. Request reimbursement from the City in writing. Reimbursement requests from Developer shall include all supporting documentation that may be reasonably requested by the City.
6. Post a performance bond from the Developer in the penal sum of one hundred percent (100%) of the cost to complete the Public Improvements insuring the completion of the Public Improvements. The bond shall be in form and substance identical to the bond forms attached hereto as Exhibit "E" and made a part by reference (the "**Performance Bond**"), unless changes are approved in writing by the City Attorney or his/her designee. The Performance Bond shall be signed by a Corporate Surety or Sureties authorized to do business in the State of Texas, and shall be signed by the Developer as principal. The City shall be named as an obligee in the Performance Bond. A power of attorney shall be attached to the Performance Bond evidencing that the agent signing the Performance Bond has authority to sign the Performance Bond on behalf of the Surety. In the alternative to the Developer posting the performance bond, the Developer may instead ensure that the Developer's contractor posts the performance bond as described above in favor of the City with the Developer's contractor as principal.

SECTION 2. CITY'S OBLIGATIONS

A. The City shall perform the following obligations:

1. Reimburse Developer for Project Costs (as defined below) for the Public Improvements upon Developer's completion of the requirements in Section 1(A) above and after receipt of Developer's written request for reimbursement, in an amount not to exceed \$450,000. Reimbursement to the Developer for eligible expenses for "Project Costs" (as defined hereinafter) will occur within thirty (30) days after the latter of (i) delivery of written request for reimbursement from Developer to the City, and (ii) final inspection and acceptance of the Public Improvements by the City in accordance with Section 1.A.4 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:

Relocation of aerial communications lines located adjacent to the Development to an underground conduit configuration.
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 Public Improvement reimbursements made to Developer under this subsection shall be funded solely from TIF#2 funds as provided by law and shall not be obligated for funding from the City's general fund or any other City fund unrelated to TIF#2 funds;
- C. All development fees, including park fees, associated with the Development will be reimbursed by the City to the Developer.

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 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.

SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE

Should Developer fail to complete or cause the completion of installation of the Public Improvements by the date specified in Section 1.A.4. of this Agreement, subject to force majeure, 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, 2027. 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, subject to force majeure.

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 OR WILLFUL MISCONDUCT 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 OF 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:

Plano DMA-TSAHC Housing LLC.
Attention: David Danenfelzer
6701 Shirley Avenue
Austin, Texas 78752
and
Janine Sisak
4101 Parkstone Heights Drive, Suite 410
Austin, Texas 78746

With a copy to:

Maker Bros, LLC
4901 Keller Springs Road, Suite 101
Addison, Texas 75001
Attention: Justin Bailey

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 or other authorized representative 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;
- (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.

[Remainder of Page Left Intentionally Blank; Signature Pages Follow]

EXECUTED on the _____ day of _____, 2023, 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 _____, 2023, by Mark D. Israelson, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

Notary Public, State of Texas

My Commission Expires: _____

**Plano DMA-TSAHC Housing, LLC,
a Texas limited liability company**

**By: TSAHC Park on 14th, LLC,
a Texas limited liability company,
its managing member**

**By: Texas State Affordable
Housing Corporation,
a Texas nonprofit corporation,
its sole member**

By: _____
David Long, President

ACKNOWLEDGMENT

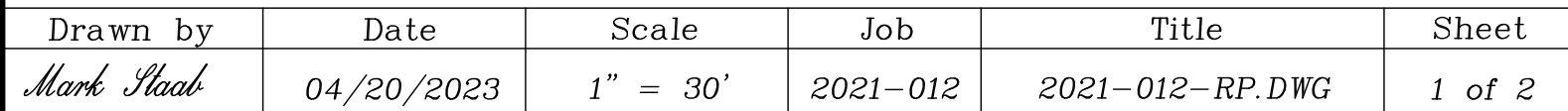
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the _____ day of _____, 2023, by David Long, President of Texas State Affordable Housing Corporation, a Texas nonprofit corporation, the sole member of TSAHC Park on 14th, LLC, a Texas limited liability company, the managing member of PLANO DMA-TSAHC HOUSING, LLC, a Texas limited liability company.

Notary Public, State of Texas

My Commission Expires: _____



DMA PLANO APARTMENTS				17238
UNIT TABULATION				CREATED 01.24.18
TYPE	AREA	NO.	%	TOTAL AREA
A1(a), (b)	650	27	43.55%	17,550
A2(a), (b)	721	14	22.58%	10,094
A2(ADA)	721	2	3.23%	1,442
A3(a)	786	6	9.68%	4,716
B1(a)	1,031	6	9.68%	6,186
B1(b)	1,055	3	4.84%	3,165
B1(c)	1,060	3	4.84%	3,180
B1(ADA)	1,031	1	1.61%	1,031
TOTAL		62	100.00%	47,364

AVERAGE UNIT SIZE : 763.94

Note:

All 'A' units are one bedroom. All 'B' units are two bedroom.

	FLOOR LEVEL				TOTAL
	1ST	2ND	3RD	4TH	
A1(a), (b)	6	7	7	7	27
A2(a), (b)	4	3	3	4	14
A2(ADA)		1	1		2
A3(a)		2	2	2	6
B1(a)		2	2	2	6
B1(b)		1	1	1	3
B1(c)		1	1	1	3
B1(ADA)	1				1
UNITS/BLDG	11	17	17	17	
UTS/FLOOR	11	17	17	17	62

WATER METER SCHEDULE					
ID	Meter Type	Meter Size	No.	Remarks	Wastewater
①	Domestic	3"	1	Proposed	Proposed 6"
②	Irrigation	2"	1	Proposed	

Water Meter & Service 2" and Less to be installed by City Water Dept. at Owners Expense. Minimum Domestic Water Service size is 1" or 2".

LEGEND

- Firelane
- Proposed Wheel Stop
- Existing Fire Hydrant
- Proposed Fire Hydrant
- Barrier Free Ramp
- Accessible Route

(NOT TO SCALE)
VICINITY MAP

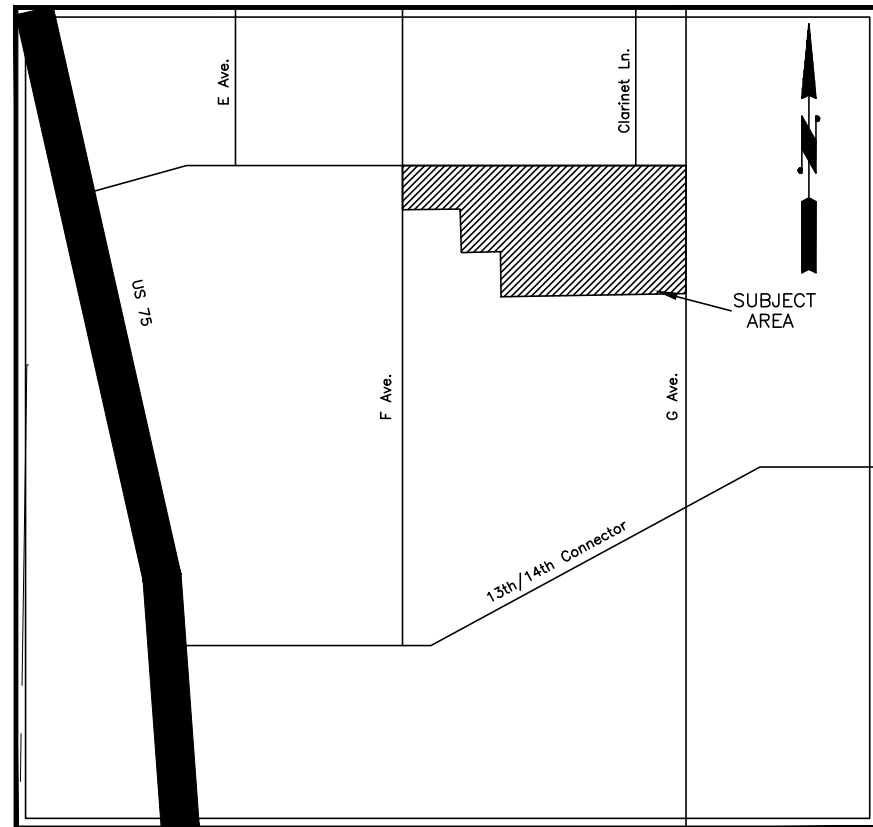
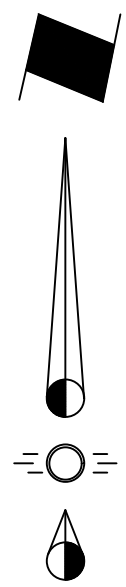


Exhibit B



GRAPHIC SCALE
1"=20'

Site Data Summary Table

Item	Lot 1*
General Site Data	
Zoning (from zoning map)	Zoned PD-123-BG
Land Use (from Zoning Ordinance, include all applicable uses)	Multifamily Residence
Lot Area (square feet & acres)	1,350 Acres (38,821 sf)
Building Footprint Area (square feet)	17,585 sf
Building Area (square feet)	47,364 sf
Building Height (# stories)	4 Stories
Building Height (feet - distance to tallest building element)	51'-8"
Lot Coverage (percent - 1.2x1)	25.65%
Floor Area Ratio (ratio 1:xx.1)	0.36:1
Existing Open Storage (square feet)	0
Proposed Open Storage (square feet)	0
Residential Density (Units/Net Acreage)	40.18 units/acre
*Net Acreage = Total acreage minus streets and open space	
Multifamily Units	
# of studios/efficiencies & Minimum unit size	na
# of 1 bedrooms & Minimum unit size	49
# of 2 bedrooms & Minimum unit size	13
# of 3 bedrooms & Minimum unit size	na
Total Unit Count	62
Residential Density (Units/Net Acreage)	40.18 units/acre
*Net Acreage = Total acreage minus streets and open space	
Parking	
Parking Ratio (from Zoning Ordinance)	1 per 1 bed unit, 1.5 per 2 bed unit
Required Parking (# spaces)	69
Provided Parking (# spaces)	74 (49 Standard, 25 Compact)
Accessible Parking Required (# spaces)	5
Accessible Parking Provided (# spaces)	0
Parking in Excess of 110% of required parking (# spaces)	0
Landscape Area (including turf areas)	
Landscape Edge Area Provided (square feet)	4,321 sf
Required interior landscape area (parking lot landscaping) (square feet)	na
Additional interior landscape area provided (square feet)	6,769 sf
Other Landscape Area within the lot including Storm Water Conservation Areas (square feet)	na
Total Landscape Area (square feet)	10,181 sf
Permeable Area (not including landscaping of turf areas)	
Permeable Pavement (square feet)	na
Other Permeable Area within the lot not including landscaping or turf areas	na
Total Permeable Area (square feet)	na
Impervious Area	
Building Footprint Area (square feet)	17,585 sf
Area of Sidewalks, Pavement & other Impervious Flatwork (square feet)	31,055 sf
Other Impervious Area	na
Total Impervious Area	48,640 sf
Sum of Total Landscape Area + Total Permeable Area + Total Impervious Area (square feet) Note: Sum must equal Lot Area	58,821 sf
Total Impervious Area	48,640 sf
Less BMP Impervious Area Credit	na
Billable Impervious Area	48,640 sf

SITE PLAN GENERAL NOTES

- Buildings 6,000 square feet or greater shall be 100% fire sprinkled.
- Fire lanes shall be designed and constructed per city standards.
- Handicapped parking areas shall be designed and provided per city standards and shall comply with requirements of the current, adopted International Building Code.
- Four-foot wide sidewalks shall be provided 2.5 feet off of the property line within the right-of-way, unless a sidewalk easement is provided for a meandering sidewalk or an alternative design is approved by the city. Barrier-free ramps, per city standards, shall be provided on sidewalks at all curb crossings.
- Mechanical units, dumpsters, and trash compactors shall be screened in accordance with the Zoning Ordinance.
- All signage contingent upon approval by Building Inspections Department.
- Approval of the site plan is not final until all engineering plans are approved.
- Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
- Building facades within this development shall be compatible, as provided in the Retail Corner Design Guidelines.
- Outdoor lighting shall comply with illumination standards within Section 6-466 of the Code of Ordinances.
- Please contact the Building Inspections Department to determine the type of construction and occupancy group.
- All electrical transmission, distribution, and service lines must be underground.
- Uses shall conform in operation, location, and construction to the following performance standards in Article 24 of the Zoning Ordinance: noise, smoke and particulate matter, odorous matter, fire or explosive hazard material, toxic and noxious matter, vibration, and/or other performance standards.

Note:

Existing Utilities Shown Per As-Built Documents. Contractor to Field Verify Location and Depth of All Utilities Prior to Construction and Notify Engineer of any Discrepancies.

APPROVED
AUGUST 28, 2023
CITY OF PLANO
PLANNING DEPARTMENT
PLANNER: ZP

EXPIRES
AUGUST 28, 2025
CITY OF PLANO

SITE PLAN SP2023-013

The Park on 14th Street Addition, Lot 1, Block A,
Joseph Clepper Survey, Abstract No. 213 Collin Co.,
1.543 Acres, of J.F. Kendricks 1st Addition,
Vol. 23, Page 494, DMA Development Company, LLC
CITY OF PLANO, TEXAS, COLLIN CO.

Sheet No.

SP

Project No.
17160

EXHIBIT C

SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF PUBLIC IMPROVEMENT

Public Improvement of estimated value of up to four hundred and fifty thousand dollars (\$450,000) (excluding Overhead Costs) is comprised of the following item:

See attached spreadsheet.



April 25, 2023

Peter Braster
Director of Special Projects, City of Plano
PO Box 860358
Plano, TX 75086

Re: The Park on 14th, Plano, Texas
Request for Approval of Development Agreement, Tax Increment Zone #2

Dear Peter:

DMA Development Company, LLC is the lead developer of The Park on 14th, a 62-unit multifamily development that is scheduled to receive building permits and commence construction in the next 90 days. Plano DMA-TSAHC Housing, LLC, the newly formed owner of the Park on 14th, consists of a joint venture between a DMA affiliate and an affiliate of the Texas State Affordable Housing Corporation ("TSAHC"), which is the current fee owner of the site.

Plano DMA-TSAHC Housing intend to seek reimbursement from the TIZ #2 for certain construction costs and permitting, building inspection, and meter fees to improve the streetscape along 14th Street and G Avenue and to connect to city provided utilities, both of which are required by the City of Plano as a condition precedent to receiving site plan development and building permits. The purpose of this letter is to request that the Board of Directors vote at its upcoming meeting to reimburse Plano DMA-TSAHC Housing, LLC for the direct and indirect costs associated with the public improvements as well as the ancillary permitting, building inspection, and meter fees. We understand that Plano DMA-TSAHC Housing will pay for all the costs in full, and seek reimbursement after such improvements are complete, subject to a fully negotiated development agreement.

The costs for which we intend to seek reimbursement are attached and include any and all City of Plano Fees with costs based on receipts provided at reimbursement.

Please note that these costs are determined based on hard bids from subcontractors, which are subject to change as the final subcontracts are negotiated and signed. We acknowledge that we will be required to submit final actual costs to the City of Plano TIZ #2 prior to reimbursement.

Please advise us on the final meeting date for the next TIZ board council meeting.



We appreciate your time and consideration of this request. Please do not hesitate to contact me with any questions or concerns. I can be reached directly at 512-328-3232 x 4505.

Sincerely,

DMA Development Company, LLC

A handwritten signature in blue ink, appearing to read "Janine Sisak", with a stylized flourish at the end.

Janine Sisak
Senior Vice President/General Counsel

Cc: Cassandra Ramirez, Texas State Affordable Housing Corporation
David Danenfelzer, Texas State Affordable Housing Corporation
Justin Bailey, Maker Bros.

**Park on 14th
Plano, TX**

	Qty	Unit	Unit Cost	TOTAL	
WATER SYSTEMS					
8" DR-18 WATER	68	LF	115.00	7,820.00	
6" DR-14 WATER	42	LF	90.00	3,780.00	
4" DR-14 WATER	79	LF	70.00	5,530.00	
12" X 8" TAPPING SLEEVE & VALVE	1	EA	10,800.00	10,800.00	
12" X 6" TAPPING SLEEVE & VALVE	2	EA	9,200.00	18,400.00	
12" X 4" TAPPING SLEEVE & VALVE	1	EA	8,100.00	8,100.00	
FIRE HYDRANT	2	EA	7,500.00	15,000.00	
8" Double Check	1	EA	26,000.00	26,000.00	
3" METER VAULT	1	EA	26,000.00	26,000.00	
2" CITY OF PLANO METER CAN	1	EA	4,500.00	4,500.00	
DUCTILE IRON FITTINGS	1	LS	4,300.00	4,300.00	
PAVING REMOVE & REPLACE	1500	SF	28.00	42,000.00	
TRAFFIC CONTROL	1	LS	2,400.00	2,400.00	
TESTING	1	LS	1,300.00	1,300.00	
TRENCH SAFETY	1	LS	800.00	800.00	
SANITARY SEWER SYSTEMS					
CONNECT TO EXISTING	1	LS	2,600.00	2,600.00	
PAVING REMOVE & REPLACE	400	SF	28.00	11,200.00	
STORM SEWER SYSTEMS					
21" RCP	60	LF	250.00	15,000.00	
12" PVC	65	LF	140.00	9,100.00	
PAVING REMOVE & REPLACE	1300	SF	28.00	36,400.00	
CONNECT TO EXISTING	2	EA	1,500.00	3,000.00	
TRAFFIC CONTROL	1	LS	2,400.00	2,400.00	
PAVING					
ROW PARKING - 5"	4300	SF	13.00	55,900.00	
ROW CURB & GITTER	80	LF	60.00	4,800.00	
APPROACHES	1300	SF	14.50	18,850.00	
5'SIDEWALKS	4100	SF	10.00	41,000.00	
BARRIER FREE RAMPS	8	EA	750.00	6,000.00	
PAVEMENTS MARKINGS	1	LS	3,400.00	3,400.00	
LANDSCAPE					
STREET TREES	7	EA	1,500.00	10,500.00	
MISC. LANDSCAPE	1	LS	6,500.00	6,500.00	
IRRIGATION	1	LS	6,500.00	6,500.00	
FRANCHISE UTILITIES					
ONCOR CONDUIT	690	LF	35.00	24,150.00	OWNER BUDGET
TRANSFORMER PADS	2	EA	3,100.00	6,200.00	OWNER BUDGET
CATV/FIBER CONDUIT	150	LF	35.00	5,250.00	OWNER BUDGET
CITY FEES				TBD	OWNER BUDGET
PERMIT FEES				TBD	OWNER BUDGET
ROW FEES				TBD	OWNER BUDGET
STREET CLOSURE FEES				TBD	OWNER BUDGET
INSPECTION FEES				TBD	OWNER BUDGET
CMT TESTING FEES (PUBLIC WORK)				TBD	OWNER BUDGET
DESIGN/CA FEES				<u>TBD</u>	OWNER BUDGET
SUBTOTAL				445,480.00	
6.00% GC'S				26,700.00	
2.00% OH				8,900.00	
6.00% PROFIT				26,700.00	
1.30% GL				5,800.00	
1.20% BOND				<u>5,300.00</u>	
TOTAL				518,880.00	

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 Public Improvements 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

Performance Bond

STATE OF TEXAS §

§ **KNOW ALL MEN BY THESE PRESENTS:**

COUNTY OF COLLIN §

That _____ hereinafter called
"Principal", and _____, a corporation
organized and existing under the laws of the State of _____, and fully 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 penal sum of
_____ **DOLLARS**

(\$_____) plus fifteen percent (15%) of the stated penal sum as an additional
sum of money representing additional court expenses, attorneys' fees, and liquidated
damages arising out of or connected with the below identified Contract in lawful money of the
United States, to be paid in Collin County, Texas, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, 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 Plano
City Council approved the expenditure for the Project described below on the _____ day
of _____, _____, A.D. The Principal will enter into a certain written
Contract with the Beneficiary, which will be made a part hereof by reference, for the
construction of certain public improvements that are generally described as follows:

_____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all
of the undertakings, covenants, terms, conditions and agreements of said Contract in

accordance with the plans, specifications and contract documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of two (2) years from the date of substantial completion in accordance with the Contract Documents in said Contract; and, if the Principal shall fully indemnify and save harmless the Beneficiary from all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

PROVIDED FURTHER, that the said 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 to be performed thereunder or the Specifications accompanying the same shall in anywise 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 or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., and any other applicable statutes of the State of Texas.

The agent identified below is hereby designated by the Surety herein as the Resident Agent in Collin County or Denton County, Texas, or other Texas location as approved by Beneficiary, to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Texas Insurance Code Section 3503.003.

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, 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 Denton County, Texas, or other Texas location as approved by Beneficiary, for delivery of notice and service of 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 Performance Bond must be **same date that City Council approved the Contract expenditure**. Date on **Page 2** of Performance Bond must be **after the date that City Council approved the Contract expenditure**. If Resident Agent is not a corporation, give a person's name.