



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/13/15		
Department:		City Manager		
Department Head		P. Jarrell - Special Projects		
Agenda Coordinator (include phone #): Tammy Stuckey - 7156				
CAPTION				
A Resolution of the City of Plano, Texas, approving the terms and conditions of a development agreement by and between Texas InTownHomes, LLC and the City of Plano for the Rice Field development project located at the southwest corner of 18th Street and G Avenue, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
FISCAL YEAR:				
Budget	0	300,000	0	300,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-250,000	0	-250,000
BALANCE	0	50,000	0	50,000
FUND(S): TIF #2 FUND				
COMMENTS: Funding for this item was approved in the Project and Finance Plan for TIF Reinvestment Zone #2. This item, in the amount of \$250,000, will leave a balance of \$50,000 available for TIF Reinvestment Zone #2 projects. STRATEGIC PLAN GOAL: Agreeing to reimburse developers for public improvements relates to the City's goal of Partnering for Community Benefit.				
SUMMARY OF ITEM				
Texas InTownHomes, LLC has purchased the Rice Field property and intends to complete the development with urban single-family houses. Since attached townhouses were originally planned, the lot pattern must be reconfigured and additional infrastructure installed, including a new alley, utility line relocation, sidewalks and street trees. The development agreement obligates the city to reimburse the developer for up to \$250,000 in public improvements, to be paid from TIF #2 funds.				
List of Supporting Documents: Resolution Development Agreement			Other Departments, Boards, Commissions or Agencies	

A Resolution of the City of Plano, Texas, approving the terms and conditions of a development agreement by and between Texas InTownHomes, LLC and the City of Plano for the Rice Field development project located at the southwest corner of 18th Street and G Avenue, authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the City Council of the City of Plano, Texas has been presented a proposed development agreement for completion of the Rice Field development project by and between Texas InTownHomes, LLC and the City of Plano, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as the "Agreement"; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the City Manager or his authorized designed shall be authorized to execute it on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The terms and conditions of the Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

Section II. The City Manager or his authorized designed is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Agreement.

Section III. The City Manager, at his discretion, is hereby authorized to extend the deadline dates contained within the Agreement upon the written request of Texas InTownHomes, LLC.

Section IV. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED THIS THE 13TH DAY OF APRIL, 2015.

Harry LaRosiliere, MAYOR

ATTEST:

Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

Paige Mims, CITY ATTORNEY

STATE OF TEXAS

COUNTY OF COLLIN

**DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PLANO, TEXAS AND TEXAS INTOWNHOMES, LLC
FOR THE RICE FIELD DEVELOPMENT 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 Texas InTownHomes LLC, a Texas limited liability company (“InTown”):

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, InTown desires to develop approximately 5.2+- acres located at the southwest corner of 18th Street and G Avenue (the “Property”) and as shown in Exhibit “A:” attached hereto; and

WHEREAS, InTown has proposed a development on the Property in substantial compliance with a Preliminary Site Plan prepared by InTown attached hereto as Exhibit “B” (the “Plan”); and

WHEREAS, InTown’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 projects identified in the current *Project Plan and Financing Plan* for TIF 2, for which at least Two Hundred Fifty Thousand Dollars (\$250,000) has been budgeted; and

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

WHEREAS, InTown’s proposed development is consistent with the goals and objectives as set forth in *Downtown Plano – A Vision and Strategy for Creating a Transit Village*, which was adopted by the City Council by Resolution No. 99-5-14, dated May 10, 1999 and the subsequent *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 InTown will contribute important direct and indirect economic and social benefits to the City, including, but not limited to, the creation of a pedestrian-oriented, owner occupied residential development in close proximity to the DART railway 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; and

WHEREAS, the City Council has adopted Resolution No. _____ on _____, 2015, approving this Agreement with InTown and authorizing the City Manager or his authorized designee to execute same;

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

SECTION 1. INTOWN'S OBLIGATIONS

- A. Prior to receiving any funding from the City as authorized by this Agreement, InTown shall:
1. Obtain approval of appropriate zoning and a preliminary site plan as required to develop a minimum of 60 single-family detached houses on the Property (the "Development");
 2. Obtain approval from the city's Heritage Commission for façade and building design for lots located within the Haggard Park Heritage District, as required by the Heritage Preservation Ordinance;
 3. 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;
 4. Obtain all necessary City permits to begin construction of the Development, which shall not be unreasonably withheld, conditioned or delayed by the City, and begin construction of the Development no later than July 1, 2015; provided that Construction shall be deemed to have begun when InTown actually commences site work (i.e., grading, clearing or trenching) on the Property;
 5. 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 of not less than Thirteen Million Dollars (\$13,000,000);
 6. 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 July 1, 2016;

7. A conveyance of the Public Improvements to the City shall be evidenced by the filing of the final plat for the Development with the Collin County Clerk's office, 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
- B. InTown shall complete construction of 60% of the housing units comprising the Development by December 31, 2017. A unit shall be considered complete with the City's approval of the final building inspection.

SECTION 2. CITY'S OBLIGATIONS

- A. The City shall perform the following obligations:
 1. Reimburse InTown for eligible expenses for "Project Costs" (as defined hereinafter) for any public improvements in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000), after final inspection and acceptance of the Public Improvements by the City in accordance with Section 1.A.6 and 1.A.7 above. However, such reimbursement shall exclude "Overhead Costs" (as defined hereinafter).
 2. "Project Costs" means actual construction and/or installation costs and design costs for Public Improvements, including but not limited to:
 - i. civil engineering, architecture and landscape architecture fees associated with the public improvements specified in this paragraph; and
 - ii. design and 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;
 3. "Overhead Costs" means:
 - i. overhead and management fees of InTown;
 - ii. financing charges;
 - iii. marketing costs;
 - iv. legal fees; and
 - v. payments made to entities affiliated with or related to InTown to the extent such payments made to entities affiliated with or related to InTown do not exceed what is reasonable and customary for such services.
- B. All payments for Public Improvement reimbursement to InTown 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;

SECTION 3. DESIGN AND CONSTRUCTION

- A. Design management for the Public Improvements and the Development will be provided by InTown'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. InTown shall obtain any and all required local, state and federal governmental approvals and permits required for construction of the Public Improvements.
- C. InTown 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. InTown 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. InTown shall procure and maintain insurance coverage as set forth in Exhibit "D" for the duration of this Agreement. InTown 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, InTown 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 InTown.
- F. In accordance with the City's Subdivision Ordinance, Article 5.10c as amended, all electric utility lines and wires, terminals and other facilities and equipment shall be constructed, placed or located underground.
- G. Except as provided herein, all project designs, drawings, site plans and other documents produced by InTown in connection with the Development, including those attached to this Agreement, shall remain the property of InTown. In exchange for InTown'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 as required by Section 1.A.6. and 1.A.7. of this Agreement.

SECTION 4. DAMAGE, DESTRUCTION, OR FAILURE OF PERFORMANCE

- A. Should InTown fail to complete installation of the Public Improvements by the date specified in Section 1.A.6. of this Agreement, the City shall have no obligation to expend remaining reimbursement funding to complete the Public Improvements.
- B. If, by the date specified in Section 1.B. of this Agreement, InTown has not completed 60% of the housing units comprising the Development, it shall refund to the City a percentage of the reimbursement received for Public Improvements. The percentage reimbursement shall be based on the percentage of 60 housing units that have not been completed by the date specified in Section 1.B. above. For example, if only 15 of the housing units comprising the

Development are completed by the date specified in Section 1.B. above, then 45 out of 60 housing units (*i.e.*, 75%) would not be completed, and InTown would be obligated to repay 75% of the reimbursement funds that it had received under this Agreement.

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 any of the Development and Public Improvements contemplated hereunder is delayed by reason by 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, 2029. The City Manager or his designee shall have the authority to extend, in writing, the commencement and completion dates contained within the Agreement for an additional period of one year.

SECTION 7. AUTHORITY OF INTOWN

InTown represents and warrants to the City that InTown is duly formed, validly existing and in good standing under the laws of the State of Texas. InTown will provide a certificate of status from the Texas Secretary of State's office evidencing InTown's current legal status and authority to conduct business in Texas. InTown 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 InTown 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. InTown becomes delinquent on ad valorem taxes owed to the City, or any other Collin County taxing unit, provided that InTown 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 notice.

SECTION 10. BANKRUPTCY

In the event InTown files for bankruptcy, whether involuntarily or voluntary, InTown shall provide written notice to the City within three (3) business days of such event.

SECTION 11. INDEMNIFICATION

INTOWN 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 INTOWN'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 INTOWN, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH INTOWN 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 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. INTOWN 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 INTOWN'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF INTOWN'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. INTOWN 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 INTOWN FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND INTOWN SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

SECTION 12. AFFIDAVIT OF NO PROHIBITED INTEREST

InTown 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. InTown has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "F".

SECTION 13. NOTICES

Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mails 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 InTown, to:

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

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 InTown is required, or whenever the City or InTown 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 InTown shall be by the CEO, CFO or President or any officer of InTown 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 InTown 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 InTown to remove any employee of InTown 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 InTown as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

SECTION 16. 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 17. 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 18. 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 19. 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 20. 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 21. 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 InTown and the Plano City Council, which approvals shall not be unreasonably withheld.

B. An assignment or delegation of this Agreement to an Affiliate of InTown shall not require City Council approval and shall not result in a breach of the Agreement if the Affiliate of InTown expressly assumes all of the obligations of InTown under this Agreement for the balance of the term of this Agreement and provides evidence establishing the relationship between InTown and an Affiliate. InTown 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 InTown; any entity in which InTown is a major shareholder, owns an equity interest or is a joint venturer or partner (whether general or limited). Upon such assignment, InTown shall be released from all liability hereunder. Additionally, collateral assignment of this Agreement by InTown 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 InTown herein are included in such assignment.

SECTION 22. 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 InTown and the City with respect to the Property. Except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

SECTION 23. 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 _____, 2015, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. _____ approved by the City Council on _____, acting through its duly authorized officials.

CITY OF PLANO, TEXAS, a home rule municipal corporation

By: _____
Bruce D. Glasscock, 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 _____, 2015, by Bruce D. Glasscock, City Manager, of **CITY OF PLANO, TEXAS**, a home rule municipal corporation.

Notary Public, State of Texas

My Commission Expires: _____

TEXAS INTOWNHOMES, LLC, a Texas limited liability company

By: _____
Frank M.K. Liu, President

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the ____ day of _____, 2015, by Frank M.K. Liu, President of **Texas InTownHomes**, a Texas limited liability company.

Notary Public, State of Texas

My Commission Expires: _____



OWNER
CDDR PROPERTIES, LLC
 2000 MCKINNEY AVENUE, SUITE 700
 DALLAS, TEXAS 75201
CONTACT: JOHN P. HALLBURTON
 214-932-6882

PREPARED JULY, 2012 BY
KADLECK & ASSOCIATES
 ENGINEERING PLANNING SURVEYING
 1000 WEST WILSON AVENUE, SUITE 100
 PLANO, TX 75074
 (972) 881-0771
 TELS REG. NO. 100555-00
 STATE REG. NO. F-6460
 CONTACT: L. LYNN KADLECK

2012-373

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LEXINGTON PARK ADDITION, PHASE 2

ON A 5.1828 ACRE TRACT
 BEING A REPLAT OF PART OF BLOCK 24 OF OLD DONATION
 TO THE CITY OF PLANO
 JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213
 JOSEPH PLANO, COLLIN COUNTY, TEXAS

S10274

SHEET 1 OF 2

CONVEYANCE PLAT

FROM:
 R-0340-024-003A-1
 R-0340-024-0060-1
 FOR TAX YEAR 2013

NOTE: ALL COMMON AREA LOTS SHALL
 BE DEDICATED TO THE
 HOMEOWNER'S ASSOCIATION.

NUM	BEARING	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	S29°46'	160.78'	1676.08'	S02°31'33"W	160.22'	
C2	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C3	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C4	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C5	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C6	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C7	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C8	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C9	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C10	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C11	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C12	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C13	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C14	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C15	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C16	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C17	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C18	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C19	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C20	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C21	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C22	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C23	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C24	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C25	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C26	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C27	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C28	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C29	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C30	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C31	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C32	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C33	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C34	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C35	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C36	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C37	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C38	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C39	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	
C40	S29°46'	165.57'	1726.08'	S02°31'33"W	165.57'	

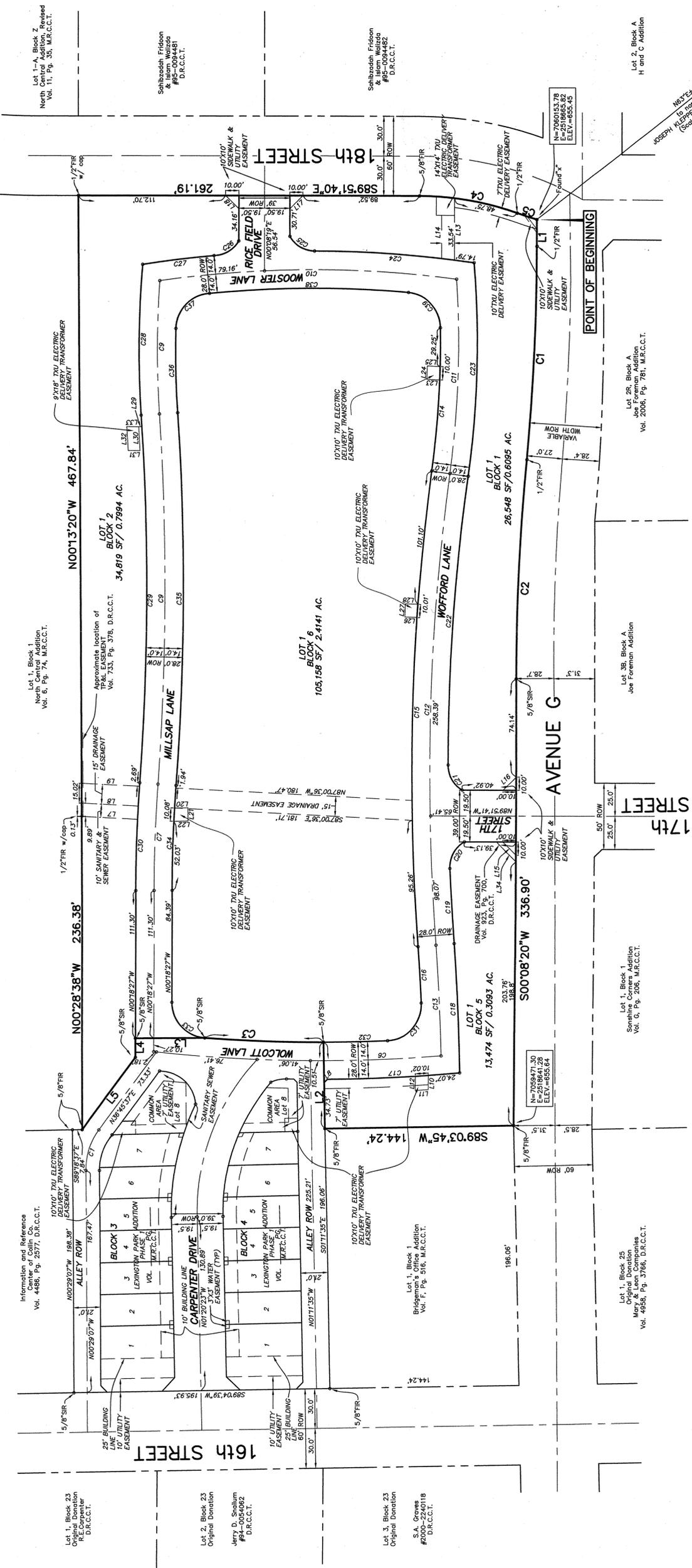
NUM	BEARING	DISTANCE
L1	S00°08'20"W	336.90'
L2	S00°08'20"W	336.90'
L3	S00°08'20"W	336.90'
L4	S00°08'20"W	336.90'
L5	S00°08'20"W	336.90'
L6	S00°08'20"W	336.90'
L7	S00°08'20"W	336.90'
L8	S00°08'20"W	336.90'
L9	S00°08'20"W	336.90'
L10	S00°08'20"W	336.90'
L11	S00°08'20"W	336.90'
L12	S00°08'20"W	336.90'
L13	S00°08'20"W	336.90'
L14	S00°08'20"W	336.90'
L15	S00°08'20"W	336.90'
L16	S00°08'20"W	336.90'
L17	S00°08'20"W	336.90'
L18	S00°08'20"W	336.90'
L19	S00°08'20"W	336.90'
L20	S00°08'20"W	336.90'
L21	S00°08'20"W	336.90'
L22	S00°08'20"W	336.90'
L23	S00°08'20"W	336.90'
L24	S00°08'20"W	336.90'
L25	S00°08'20"W	336.90'
L26	S00°08'20"W	336.90'
L27	S00°08'20"W	336.90'
L28	S00°08'20"W	336.90'
L29	S00°08'20"W	336.90'
L30	S00°08'20"W	336.90'
L31	S00°08'20"W	336.90'
L32	S00°08'20"W	336.90'
L33	S00°08'20"W	336.90'
L34	S00°08'20"W	336.90'



SCALE: 1"=40'

LEGEND
 FIR Found Iron Rod
 SIR Set Iron Rod

Information and Reference
 Center of Collin Co.
 Vol. 4486, Pg. 2577, D.R.C.C.T.



Lot 1, Block 23
 Original Donor
 R.E. Carpenter
 #84-2004/082
 D.R.C.C.T.

Lot 2, Block 23
 Original Donor
 Harry D. Schilham
 #84-2004/082
 D.R.C.C.T.

Lot 3, Block 23
 Original Donor
 S.A. Crowe
 #800-000018
 D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 6, Pg. 74, M.R.C.C.T.

Lot 1, Block 2
 North Central Addition
 Vol. 11, Pg. 35, M.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
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 Vol. 733, Pg. 378, D.R.C.C.T.

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 Vol. 733, Pg. 378, D.R.C.C.T.

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 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

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 Vol. 733, Pg. 378, D.R.C.C.T.

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 Vol. 733, Pg. 378, D.R.C.C.T.

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 Vol. 733, Pg. 378, D.R.C.C.T.

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 Vol. 733, Pg. 378, D.R.C.C.T.

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 Vol. 733, Pg. 378, D.R.C.C.T.

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 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 1, Block 1
 North Central Addition
 Vol. 733, Pg. 378, D.R.C.C.T.

Lot 2, Block A
 H and C Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

Lot 2R, Block A
 Joe Foreman Addition
 Vol. 2066, Pg. 181, M.R.C.C.T.

OWNER'S CERTIFICATE

STATE OF TEXAS }
COUNTY OF COLLIN }

WHEREAS, CDDR PROPERTIES, LLC, are the owners of a tract of land situated in the Joseph Klepper Survey, Abstract No. 213, City of Plano, Collin County, Texas, said tract being part of Block 24 of Old Donation to the City of Plano, and said tract conveyed to CDDR Properties, LLC by deed recorded in County Clerk File No. 20120207000140210, Deed Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a found "x" cut on concrete pavement for a corner at the intersection of the west line of Avenue G (a variable width right of way) with the south line of 18th Street (a 60 foot right of way);

THENCE, the following courses and distances with the west line of Avenue G:

- S 00°08'20" W, a distance of 20.00 feet to a found 1/4 inch iron rod at the beginning of a tangent curve to the right with a central angle of 05°29'46", a radius of 1676.08 feet, a chord bearing of S 02°53'13" W and a chord distance of 160.72 feet;
- Southwesterly, along said curve, an arc distance of 160.78 feet to a found 1/4 inch iron rod with a plastic cap at the beginning of a reverse curve to the left with a central angle of 05°29'46", a radius of 1726.08 feet, a chord bearing of S 02°53'13" W and a chord distance of 165.51 feet;
- Southwesterly, along said curve, an arc distance of 165.57 feet to a set 5/8 inch iron rod at the end of said curve;
- S 00°08'20" W, a distance of 336.90 feet to a found 5/8 inch iron rod for a corner, said point being the northeast corner of Lot 1, Block 1 of Bridgeman's Office Addition as recorded in Volume F, Page 516, Map Records of Collin County, Texas;

THENCE, S 89°03'45" W, departing the west line of Avenue G and with the north line of the said Bridgeman's Office Addition, a distance of 144.24 feet to a found 5/8 inch iron rod for a corner, said point being the northwest corner of the said Bridgeman's Office Addition;

THENCE, N 01°11'35" W, a distance of 65.23 feet to a set 5/8 inch iron rod for a corner, said point the beginning of a non-tangent curve to the right with a central angle of 04°30'04", a radius of 1,157.79 feet, a chord bearing of N 87°53'24" W and a chord distance of 90.93 feet;

THENCE, Northwesterly, along said curve, an arc distance of an arc distance of 90.96 feet to a set 5/8 inch iron rod for a corner;

THENCE, S 89°41'33" W, a distance of 52.80 feet to a set 5/8 inch iron rod for a corner;

THENCE, S 00°18'27" E, a distance of 14.49 feet to a set 5/8 inch iron rod for a corner;

THENCE, S 36°45'37" W, a distance of 68.02 feet to a found 5/8 inch iron rod for a corner, said point being the southeast corner of Lot 1 of North Central Addition, as recorded in Volume 6, Page 74, Map Records of Collin County, Texas;

THENCE, N 00°28'38" W, with the east line of said Lot 1, North Central Addition, a distance of 236.38 feet to a found 1/2 inch rod with a plastic cap for an angle point, said point being the common west corner of the said City of Plano tract and the Plano Independent School District tract;

THENCE, N 00°13'20" W, continuing with the east line of said Lot 1, North Central Addition, a distance of 467.84 feet to a found 1/2 inch iron rod with a plastic cap for a corner in the south line of 18th Street, said point being the northeast corner of said Lot 1, North Central Addition;

THENCE, the following courses and distances with the south line of 18th Street:

- S 89°51'40" E, a distance of 261.19 feet to a found 5/8 inch iron rod at the beginning of a curve to the right with a central angle of 19°21'00", a radius of 224.83 feet, a chord bearing of S 80°11'10" E and a chord distance of 75.57 feet;
- Southeasterly, along said curve, an arc distance of 75.93 feet to a found 1/2 inch iron rod with a plastic cap at the point of reverse curvature of a curve to the left with a central angle of 03°18'23", a radius of 278.68 feet, a chord bearing of S 72°09'51" E and a chord distance of 16.08 feet;
- Southeasterly, along said curve, an arc distance of 16.08 feet to the Point of Beginning and Containing 225,762 square feet or 5.1828 acres of land.

NOTE: A CONVEYANCE PLAT IS A RECORD OF PROPERTY APPROVED BY THE CITY FOR THE PURPOSE OF SALE OR CONVEYANCE IN ITS ENTIRETY OR INTERESTS THEREON DEFINED. NO BUILDING PERMIT SHALL BE ISSUED NOR PERMANENT PUBLIC UTILITY SERVICE PROVIDED UNTIL A FINAL PLAT IS APPROVED, FILED OF RECORD, AND PUBLIC IMPROVEMENTS ACCEPTED IN ACCORDANCE WITH THE PROVISIONS OF THE SUBDIVISION ORDINANCE OF THE CITY OF PLANO. SELLING A PORTION OF THIS PROPERTY BY METES AND BOUNDS, EXCEPT AS SHOWN ON AN APPROVED, FILED, AND ACCEPTED CONVEYANCE PLAT, FINAL PLAT, OR REPLAT IS A VIOLATION OF THE CITY ORDINANCE AND STATE LAW.

NOTE: THE BEARING BASIS FOR THIS SURVEY IS A BEARING OF N 00°13'20" W FOR THE EAST LINE OF NORTH CENTRAL ADDITION AS RECORDED IN VOLUME 6, PAGE 74, MAP RECORDS OF COLLIN COUNTY, TEXAS.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS }

THAT, I, L. Lynn Kadleck, a Registered Professional Land Surveyor, do hereby certify that I have prepared this plat from an actual survey of the land and that the corner monuments shown hereon were found or properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Plano, Texas.



L. LYNN KADLECK
Registered Professional
Land Surveyor No. 3952

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared L. Lynn Kadleck, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY SEAL OF OFFICE this the 28th day of August, 2012.



Marti Taylor
Notary Public, State of Texas

OWNER'S DEDICATION

STATE OF TEXAS }
COUNTY OF COLLIN }

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT We, CDDR PROPERTIES, LLC, acting by and through its authorized agent, do hereby adopt this plat designating the hereinabove described property as LEXINGTON PARK ADDITION, PHASE 2, an addition in the City of Plano, Texas, and do hereby, in fee simple, dedicate to the public use forever, the streets and alleys shown hereon. 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 the 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 entity 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 procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Plano, Texas.

WITNESS MY HAND, this the 20th day of August, 2012.

BY: CDDR PROPERTIES, LLC
BY: Texas Capital Bank, Manager

BY: John P. Halliburton
Senior Vice President - ORE Manager

STATE OF TEXAS }
COUNTY OF COLLIN }

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared John P. Halliburton, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CDDR Properties, LLC, and that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY SEAL OF OFFICE this the 20th day of August, 2012.



Marti Taylor
Notary Public, State of Texas

CERTIFICATE OF APPROVAL

APPROVED on this the 4th day of SEPT., 2012, by the Planning & Zoning Commission, City of Plano, Texas.

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 FRD BALDA known to me to be 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

THIS 5th DAY OF SEPT., 2012

Notary Public in and for the STATE OF TEXAS



Secretary, Planning & Zoning Commission or City Engineer

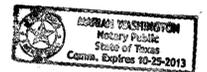
STATE OF TEXAS:
COUNTY OF COLLIN:

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared GERALD P. COSGROVE known to me to be 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

THIS 5th DAY OF SEPT., 2012

Notary Public in and for the STATE OF TEXAS



SHEET 2 OF 2

S10274

CONVEYANCE PLAT
LEXINGTON PARK ADDITION, PHASE 2
ON A 5.1828 ACRE TRACT
BEING A REPLAT OF PART OF BLOCK 24 OF OLD DONATION TO THE CITY OF PLANO
JOSEPH KLEPPER SURVEY, ABSTRACT NO. 213
PLANO, COLLIN COUNTY, TEXAS

OWNER
CDDR PROPERTIES, LLC
2000 MCKINNEY AVENUE, SUITE 700
DALLAS, TEXAS 75201
CONTACT: JOHN P. HALLIBURTON
214-932-6882
PREPARED JULY 2012 BY
KADLECK & ASSOCIATES
ENGINEERING PLANNING SURVEYING
2000 N. CENTRAL EXPY. SUITE 113
(972) 881-0771 PLANO, TX 75074
TBPB Reg. No. F-6460 TBPB Reg. No. 100555-00
CONTACT: L. LYNN KADLECK



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
09/07/2012 11:08:48 AM
\$31.00 DF05TER
20120907010002240



2012-332
Stacey Kemp

EXHIBIT C

Description and Cost Estimates of Public Improvements

SUMMARY DESCRIPTION AND CONSTRUCTION COST ALLOWANCE OF PUBLIC IMPROVEMENTS

	TOTAL
A Erosion Control, Demolition, Site Clearing, Site Grading, Site Preparation and Clean Up	\$150,000
B Onsite Paving, Concrete, Sidewalks, Curb and Gutter Improvements \$230,000	
C Water, Sanitary Sewer and Storm Sewer Construction	\$55,000
D Electric Utilities and Antigue Style Street Lights	\$60,000
E Street Trees, Tree Grates, Irrigation Systems, Landscape and Hardscape Improvements	\$80,000
F Civil Engineering and Surveying, Materials Testing	\$60,000
G General Conditions, Mobilization, Traffic Control and Street Cleaning	\$20,000
 SUBTOTAL	 \$655,000
 H Construction contingency (12%)	 \$78,600
 TOTAL	 \$733,600

The above cost estimate is not based on final design or specific quantities and is subject to change once a final design has been completed and specific quantities and pricing have been determined.

EXHIBIT D

Contractor's and InTown'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

General Requirements Applicable to All Insurance

1. The vendor/contractor shall obtain and maintain the minimum insurance coverage set forth in this section during the entire contract period.
2. The vendor/contractor agrees that the insurance requirements specified herein do not reduce the liability vendor/contractor has assumed in any indemnification/hold harmless section of the contract.
3. Coverage shall be on a primary basis and non-contributory with any other insurance coverage and/or self-insurance carried by City.
4. Vendor/contractor is responsible for providing the City a minimum of 30 days' notice of a material change or voluntary cancellation of insurance coverage required under this contract and notice within 10 days of any notice of termination no matter the cause.

Evidence of Insurance Required

Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this contract, vendor/contractor shall furnish City a Certificate(s) of Insurance (COI) on a form approved by the Texas Department of Insurance and signed by an authorized representative of each insurer.

The COI shall List each insurer's NAIC Number or FEIN and list the City of Plano, Risk Management Division, 1520 K Avenue, Suite 117, Plano, Texas, 75074 in the Certificate Holder Section.

INSURANCE REQUIREMENT AFFIDAVIT

(SUPPLEMENTAL INFORMATION RFP# _____)

(To be completed by appropriate Vendor/Contractor Insurance Agent)

I, the undersigned agent, certify that the insurance requirements contained in this proposal document have been reviewed by me with the below identified vendor/contractor. If the below identified vendor/contractor is awarded this contract by the City of Plano, I will be able, within ten (10) working days after being notified of such potential award or at contract renewal, to furnish a valid Certificate of Insurance to the City meeting all of the requirements contained in this proposal.

Agent's Printed Name

Agent's Signature

Name of Insurance Agency

Address of Agency

City, State, Zip

Phone number where Agent may be contacted

E-Mail address of Agent

Vendor/Contractor Name:

SUBSCRIBED AND SWORN to before me by the above named _____

on this the _____ day of _____, 20____.

Notary Public in and for the State of _____

NOTE TO INSURANCE AGENT:
IF THIS TIME REQUIREMENT IS NOT MET, THE CITY HAS THE RIGHT TO DECLARE THIS VENDOR NON-RESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOWEST PROPOSER MEETING THE SPECIFICATIONS. IF YOU HAVE ANY QUESTIONS CONCERNING THESE REQUIREMENTS, PLEASE CONTACT THE CITY OF PLANO PURCHASING DIVISION AT 972-941-7557.

EXHIBIT E

Maintenance Bond

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.

EXHIBIT F

Affidavit of No Prohibited Interest

**AFFIDAVIT OF NO PROHIBITED INTEREST AND
COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE**

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of _____, a _____ organized under the laws of the State of _____, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of _____, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances 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.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Company Name

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §

§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

Notary Public, State of Texas