



Seeking to put God's love into action, Habitat for Humanity of Collin County brings people together to build homes, communities, and hope.

January 12, 2021

BOARD OF DIRECTORS

Marty Smith.....Chair
 Jason Jupiterwala.....Vice Chair
 Hunter Lord.....Treasurer
 Greg Stiebling.....Asst Treas
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 Marc Dunham.....Asst Secretary
 Larry Pietenpol.....Exec Comm
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 Robin Joseph-Williams
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 Latrice Roberts
 Olive Swearingen
 Darrell Taylor
 John Williams, Jr.

Cindy Schneible
 McKinney Community Development Corporation
 321 N Central Expressway #240
 McKinney, Texas 75070

Dear Cindy and the Board of Directors,

Thank you so much for your continued support of our projects in McKinney so that we can serve low-income families with affordable housing solutions. Habitat for Humanity of Collin County would like to respectfully request an extension of 12 months and an amendment to our current grant #20-03.

Emeritus

Terry Busha
 Shannon Cain
 Gary Carley
 Jim German
 Marta Gore
 Dennis Heydanek
 Matt Hilton
 Don Hixon
 Rick Horton
 Mike LaTour
 Kim McPeak
 Michael Nichols
 Harvey Oaxaca
 Jim Owens
 Frank Shushok
 Sue Shushok
 Ed Smith
 Timothy Solano
 Ed Stankunas
 Brian Umberger
 Bud Ward
 Sharon Weideman
 Bill Whitfield, Past Mayor
 Ex-Officio
 Corbett Howard, Past Mayor
 Terri Ricketts, Celina

This grant is as detailed below:

Amount	Use	Balance
\$120,000	Critical Home Repairs	\$16,788.36
\$300,000	Land Acquisition	\$300,000
\$250,000	Amenity Center Construction	\$250,000
\$7,200	Foundation Engineering	\$7,200
\$61,854	Park Land Dedication Fees	\$0
\$9,800	Tree Trimming	\$150
\$23,420	Concrete Surface for Playground	\$13,570
\$950	Shade Structure Engineering	\$0
\$773,224	Total Amount	\$587,708.36

To date, we have requested reimbursement for \$199,235.64.

STAFF – Dept. Heads

Celeste CoxCEO
 Gary Garza.....COO
 Ruthie Drye.....CFO
 James Donaldson.Const. Dir.
 Kavanski Morrison.....ReStore Dir.
 Douglas Fair....Philanthropy Mgr.
 Bob Pirtle...Construction Mgr.
 Dawn Serr.....Family Mgr.
 Randy Hullett...Legal Counsel

Due to COVID and construction delays from subcontractors and franchise utilities, we will need to request an **extension** on the following items – Land Acquisition, and Amenity Center Construction. The critical home repairs category will be fully expended before March 31, 2021. The playground funds we would like to **reallocate** to the shade structure due to savings realized in concrete. Total Concrete was \$8,100.

The status of these items is as follows:

Concrete Surface for the Playground – Concrete has been poured, shade structure is erected. The concrete bid came in lower than expected, but the shade structure was higher due to the concrete piers for support required by engineering. We originally requested funds for the engineering for the playground concrete, but realized that it would be much cheaper to pour the concrete while we were pouring the road. We were able to save significantly on the concrete and would like to reallocate that to the structural columns and piers that were required for the shade. Per the engineer, those items had to be done as the piers were poured. We would like to request a



reallocation of the remaining funds from concrete for the playground of **\$13,570** to the shade structure and **\$150 from tree trimming** and add an additional **\$26,087.58** to shade structure. The shade structure including piers, posts and canopy was \$44,002.58.

Habitat currently is raising funds for the equipment of the playground. This will be a community-wide project with opportunities to help build the playground.

Amenity Center – General Contractor, Novel Builders, has been hired and the design phase is nearly complete. The construction Estimate received from the General Contractor is attached and came in higher than originally projected. The construction schedule is estimated to be complete by August. Habitat is **requesting an additional \$250,000** for this section of the grant. (see attached quote) To further clarify, the original design estimate included 8 containers, fabrication and interior finish out using volunteers. Upon advisement from our architects, engineers and our insurance company regulating volunteers on scaffolding due to second floor construction, a steel commercial structure has been recommended. Due to the fact that our staff and volunteers do not have experience with commercial steel frame construction, we released an RFP for a General Contractor to oversee this portion of the project. Novel Builders is the GC that we have selected.

Land Acquisition – Habitat has a contract pending with the property owners of the lot adjacent to the current Habitat property on Bumpas for \$300,000. Due to a death in the family, the owners have been delayed in their response to accepting the contract. This amount will remain unchanged, just an **extension** is requested. (contract attached) We are also negotiating a contract on another lot, this will be between \$95K and \$105K.

Thank you so much for your consideration of this request as a partner in affordable housing solutions in McKinney.

Sincerely,

A handwritten signature in blue ink that reads "Celeste H. Cox".

Celeste H. Cox, President/CEO

MCDC #20-03

Amount	Use	Balance	Amended Request
\$ 120,000	Critical Home Repairs	16,788.36	
\$ 300,000	Land Acquisition	300,000.00	
\$ 250,000	Amenity Center Construction	250,000.00	250,000.00 Estimate \$537,504 - excludes gik
\$ 7,200	Foundation Engineering	7,200.00	
\$ 61,854	Park Land Dedication Fees	-	
\$ 9,800	Tree Trimming	150.00	reallocate to Shade
\$ 23,420	Concrete Surface for Playground	13,570.00	reallocate to Shade
\$ 950	Shade Structure Playground	-	26,087.58
\$ 773,224		587,708.36	276,087.58
	to be spent by March 31	\$ 328,224.00	Contract for \$105,000 for land
	Requested to Date	\$ 199,235.64	

Concrete request \$23,420 - actual cost \$8,100 reallocate \$13,570 to shade \$39,807.58 balance on shade structure - includes installation

novel builders


600 S Sherman St Suite 124
Richardson, TX 75081

INVOICE # 1
PROJECT # 20201202

Bill To:
Celeste H Cox
Habitat For Humanity of Collin County
2060 Couch Drive
McKinney, TX 75069

Project: Cotton Grove Amenity Center
Design Build

	Description		Amount
PROJECT BILLING:			
<u>Callaway Architecture</u>			
Cotton Grove Amenity Center	Pre-Construction Phase		
	Schematic Design		\$4,500.00
	Design Development		\$3,175.00
			\$7,675.00


Lloyd Osborn, Principal

1/15/2021
Date

Make all checks payable to **Novel Builders, LLC.**
If you have any questions concerning this invoice, please contact us at 214.884.8810

Thank you for your business



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Mary Holland
Robin Joseph-Williams
Steve Lauten
Robert Manley
Latrice Roberts
Olive Swearingen

January 13, 2021

Cindy Schneible
McKinney Community Development Corporation
5900 S. Lake Forest Dr., Ste. 110
McKinney, TX 75070

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Frank Shushok
Sue Shushok
Ed Smith
Timothy Solano
Ed Stankunas
Brian Umberger
Bud Ward
Sharon Weideman
Bill Whitfield, Past Mayor

Dear Ms. Schneible,

Please see enclosed our request for \$46,957.56 from the grant awarded in February, 2020. The request reflects expenses incurred for the Neighborhood Revitalization program and Cotton Groves playground. Please contact me if you need further documentation or have questions.

Sincerely,

Ruthie Drye (handwritten signature)

Ruthie Drye
CFO

Ex-Officio
Corbett Howard, Past Mayor
Terri Ricketts, Celina

Enclosures

STAFF - Dept. Heads

Celeste CoxCEO
Gary Garza.....COO
Ruthie Drye.....CFO
James Donaldson..Const. Dir.
Kavanski Morrison.....ReStore Dir.
Douglas Fair.....Philanthropy Mgr.
Bob Pirtle.....Construction Mgr.
Dawn Serr.....Family Mgr.
Randy Hullett.....Legal Counsel



Habitat for Humanity of Collin County

2060 Couch Dr.
McKinney, Texas 75069
PO Box 153
McKinney, Texas 75070

Phone: 972-542-5300 Fax 972-542-5159

www.habitatcollincounty.org

Celeste H Cox-CEO-celeste@habitatcollincounty.org

McKinney Community Development Corporation

DISBURSEMENT REQUEST FORM		
Date	Activity	Amount
12/31/2020	1006 Roosevelt-Neighborhood Revitalization	3,148.58
12/31/2020	1106 Hall-Neighborhool Revitalization	3,425.00
12/31/2020	604 Lewis Canyon-Neighborhood Revitalization	10,940.00
12/31/2020	403 Dunn-Neighborhood Revitalization	4,923.98
12/31/2020	603 Bumpas-Playground (shade structure)	24,520.00
	TOTAL REQUESTED	46,957.56

Amount Available	Requested to Date	Funds Remaining
\$773,224.00	\$199,235.64	\$573,988.36

I certify to the best of my knowledge that this report and the supporting doumentation are correct and complete, and that all expenses are for the purpose set forth in the award documents, and I understand that these expenses are subject to future audit.


 Name of Authorized Official

1-13-2021
 Date





PO BOX 29 Allen, TX 75013

Phone: 972-727-0653

Fax: 972-396-4994

Customer Information:

Habitat for Humanity of Collin County

Attn: Celeste Cox, CEO 972-542-5300 x 102 celeste@habitatcollincounty.org

Re: Playground for New Community in McKinney, TX

Bill to: PO Box 153 McKinney, TX 75070 Office: 2060 Crouch St. McK, TX 75069

Site Address: 603 Bumpas, McKinney, Texas 75069

Date:	10/25/2019
Consultant:	Tom Sawyers
Est. Delivery:	
Miracle Equip:	6-8 weeks
USA Shade:	12-16 weeks

ITEM	QTY	DESCRIPTION	EACH	TOTAL
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Price assumes all site work, drainage away from play area, & border to be provided by "other" at no cost to webuildfun

43720682253	1	Miracle equipment per design 61_43720682253 dated 010/25/2019		\$62,440.66
SHIP	1	Freight for Miracle play equipment		\$2,226.49
DISC	-0.15	Discount on Miracle play equipment		-\$9,366.10
15214	3	Hay bale bench	\$540.00	\$1,620.00
SHIP	1	Freight for hay bale benches		\$3,277.50
INSTALL	1	Installation guidance of equipment listed above		\$9,609.10
43720682253	1	Miracle fencing per design 61_43720682253 dated 10/2/2019		\$34,720.27
SHIP	1	Freight for Miracle fencing		\$1,602.72
DISC	-0.15	Discount on Miracle fencing equipment		-\$5,208.04
DRAIN	1891	Drainage is not included in this proposal		
CONC	1891	Add 5" concrete slab for rubber surfacing (drainage by "other")	\$12.00	\$22,692.00
PIP	1891	Add 3.5" poured-in-place rubber surfacing for 8' CFH includes Habitat logo	\$18.91	\$35,751.25
TAX	0.0825	Sales tax (please add sales tax or provide an exemption certificate)		
Total w/ PIP Surfacing***				\$159,365.85

Shade Structure

50X30X10/14	1	6-post 50' X 30' sail shade w/ 10' & 14' entry heights 90 mph wind-gust load, 5#/sq ft snowload, and Shadesure Cloth	\$20,999.00	\$20,999.00
ENG	1	Engineer-sealed drawings	\$950.00	\$950.00
SHIP	1	Freight		\$1,495.00
PERMIT	1	Permit to be provided by the owner at no cost to webuildfun, inc.		
INSTALL	1	Installation		\$20,558.58
TAX	0.0825	Sales tax		
Total for Shades***				\$44,002.58

***Utility locates to be provided by the owner. 3rd-party locates (if necessary) are available for additional costs.

Webuildfun, inc. will take reasonable care to avoid all known, below ground utilities.

It is the responsibility of the owner to repair damage to unmarked utilities

Total for Playground, Surfacing, and Shade

\$203,368.43

Tom Sawyers

Prepared By:

Approved by (print/sign/date):

webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation

In the event rock is encountered, additional charges may be assessed.

It is the responsibility of the owner to obtain permits (unless specified above).

It is the responsibility of the owner to locate all underground utility lines. Webuildfun will assist with this by requesting a line locate from Dig Tess, at the owner's request.

Webuildfun, inc. will make every reasonable effort to respect all marked utility lines, and will repair damage webuildfun, inc. causes to marked utilities. Webuildfun, inc. will not be responsible for damage to unmarked utilities.

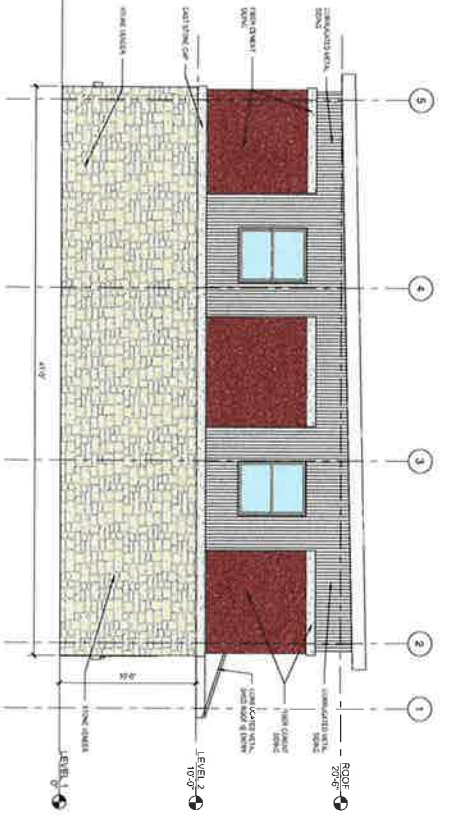
Prices are guaranteed for 30 days from date listed on quote.

EXTERIOR ELEVATION MATERIAL PERCENTAGES				
	SOUTH ELEVATION	NORTH ELEVATION	EAST ELEVATION	WEST ELEVATION
STONE VENEER	51%	54%	55%	52%
CORRUGATED METAL	25%	27%	26%	24%
FIBER CEMENT	24%	23%	23%	24%
TOTAL	100%	100%	100%	100%

NOTE - PERCENTAGES DO NOT INCLUDE WINDOWS, DOORS, & TRIMS



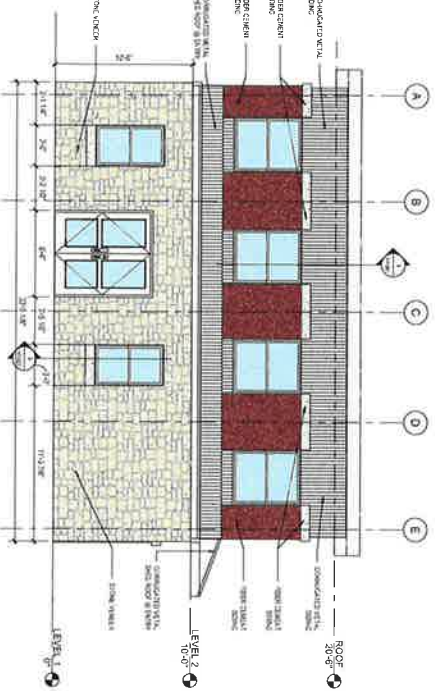
1 EAST ELEVATION



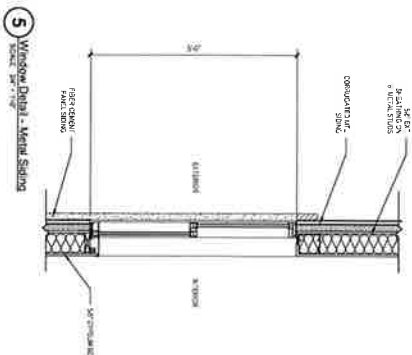
2 NORTH ELEVATION



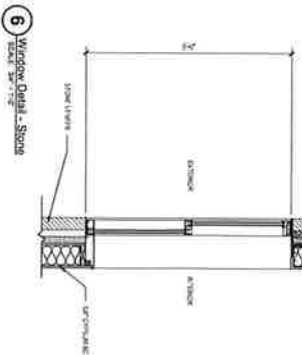
3 SOUTH ELEVATION



4 WEST ELEVATION



5 WINDOW DIAPHRAGM - Stone



6 WINDOW DIAPHRAGM - Stone

A NEW PROJECT FOR

Cotton Groves Amenity Center

803 BUMPAS ST. MCKINNEY, TEXAS 75069

Callaway
architecture

1227 HANSHIRE LN. SUITE 3103, RICHARDSON, TX 75080
PHONE: 214.389.2525

FP-001
EXTERIOR ELEVATIONS

JOB NO. 20022

Amenity Center - Built by Habitat - Original Design - Containers				
Quan	Description	Cost per Unit	Total	GIK
8	Containers	\$ 3,100.00	\$ 24,800.00	
				** Container price per unit has increased to \$5800
8	Fabrication	\$ 9,200.00	\$ 73,600.00	
				** Switch to steel frame construction
12.97	Site Concrete	\$ 2,549.04	\$ 33,061.00	
	Appliances		\$ 2,293.00	
				Whirlpool cost price for Habitat
6	Awnings	\$ 850.00	\$ 5,100.00	
	Doors & Windows		\$ 5,400.00	
	Electrical		\$ 21,575.00	\$ 21,575.00
				Labor donated GIK
	Engineering	\$ 2,950.00	\$ 2,950.00	
	Exterior Stone		\$ 8,655.43	
				Stone Coat Estimate, not what we are using currently
	Fire Alarm		\$ 2,933.00	
	Fire Suppresion		\$ 2,020.00	
	HVAC		\$ 11,200.00	
	Interior Finish		\$ 20,555.56	
2	Insulation	\$ 1,359.00	\$ 2,718.00	
	Landscape		\$ 3,750.00	
	Paint		\$ -	\$ 2,834.00
				Paint GIK
	Permits		\$ 1,369.00	
	Plumbing		\$ 5,833.33	
	Roofing		\$ 4,800.00	
	Siding		\$ 5,714.29	
	Simpson Strong Tie		\$ 1,392.00	
	Site Prep		\$ 6,375.00	
	Sprinkler		\$ 2,020.00	
	Solar		\$ 5,400.00	
	Survey		\$ 210.00	
	Termite Treatment		\$ 542.00	
	Vanity		\$ 3,500.00	
				Cost from Jubilee
	Window Treatments		\$ 2,496.00	
	Wire			\$ 3,856.00
				Donated by Encore Wire
			\$ 260,262.60	\$ 28,265.00
	Architecture		\$ 32,000.00	
				** Paid from Original Design budget - Plans need to be updated for steel construction
** Current Habitat Townhome = 1280 sq.ft, Amenity Center = 2560 sq.ft				

Habitat For Humanity

Conceptual Design

	2 Story		Site		Total	
	2,550	\$/SF	5,100	\$/SSF	2,550	\$/SF
01 On-Site General Conditions	48,050	18.84	20,593	4.04	68,643	26.92
01 General Requirements	14,413	5.65	3,603	0.71	18,016	7.07
01 Material Testing	0	0.00		0.00	0	0.00
01 Staking		0.00	2,500	0.49	2,500	0.98
01 Construction Clean	1,275	0.50		0.00	1,275	0.50
02 Demolition	0	0.00		0.00	0	0.00
03 Building & Site Concrete	26,725	10.48	6,336	1.24	33,061	12.97
04 Masonry	35,784	14.03		0.00	35,784	14.03
05 Steel	49,071	19.24		0.00	49,071	19.24
06 Wood	2,290	0.90		0.00	2,290	0.90
07 Thermal & Moisture Protection	15,847	6.21		0.00	15,847	6.21
08 Doors & Windows	23,305	9.14		0.00	23,305	9.14
09 Drywall / Finishes	75,531	29.62		0.00	75,531	29.62
10 Specialties	10,770	4.22		0.00	10,770	4.22
11 Equipment	0	0.00		0.00	0	0.00
12 Furnishings	0	0.00		0.00	0	0.00
13 Special Construction	0	0.00		0.00	0	0.00
14 Conveying Systems	0	0.00		0.00	0	0.00
21 Fire Suppression	10,355	4.06		0.00	10,355	4.06
22 Plumbing	41,900	16.43		0.00	41,900	16.43
23 HVAC	38,760	15.20		0.00	38,760	15.20
26 Electrical	43,150	16.92		0.00	43,150	16.92
27 Communications	0	0.00		0.00	0	0.00
28 Fire Alarm System	2,933	1.15		0.00	2,933	1.15
31 Earthwork		0.00	11,458	2.25	11,458	4.49
32 Site Improvements		0.00	6,375	1.25	6,375	2.50
33 Site Utilities		0.00	17,950	3.52	17,950	7.04
41 Storm Water Pollution Plan		0.00	2,300	0.45	2,300	0.90
City Permit, & Plan Review Allowances	0	0.00		0.00	0	0.00
SUBTOTAL DIRECT COST SITE & BUILDING	440,159	172.61	71,115	13.94	511,274	200.50
Contractor's Liability Insurance	3,147	1.23	508	0.10	3,655	1.43
Builders Risk Insurance	925	0.36	150	0.03	1,075	0.42
Payment & Performance Bond	0	0.00	0	0.00	0	0.00
Preconstruction (or Design Build design fee)	0	0.00	0	0.00	0	0.00
Fee (Overhead & Profit)	18,510	7.26	2,991	0.59	21,500	8.43
Texas Franchise Tax	0	0.00	0	0.00	0	0.00
Sales Tax	0	0.00	0	0.00	0	0.00
SUBTOTAL INDIRECT COST	22,582	8.86	3,648	0.72	26,230	10.29
CONSTRUCTION ESTIMATE TOTAL	462,740	181.47	74,764	14.66	537,504	210.79

Construction Timeline Estimate:

- 1-27-2021 Drawing Submission for Permit
- 1-27-2021 – 3-31-2021 (tentatively) City Review / Permit
- 4-1-2021 – 8-2021 Construction

Lloyd Osborn, Principal

Novel Builders

600 Sherman St, Suite 124

Richardson, Tx 75081

Office: 214.884.8810

Fax: 469-729-9811

Mobile: 214.770.9832

www.novelbuilders.com



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



Noe Benavidez Padron

1. PARTIES: The parties to this contract are (Seller) and Collin County Habitat for Humanity, a Texas non-profit corporation (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 4.00 acres in the George A. Wilson Survey Abstract No. 1000 Addition, City of McKinney, County of Collin Texas, known as 611 Bumpas, McKinney, TX 75069 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property). RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE: A. Cash portion of Sales Price payable by Buyer at closing \$ 300,000.00 B. Sum of all financing described in the attached: [] Third Party Financing Addendum, [] Loan Assumption Addendum, [] Seller Financing Addendum \$ N/A C. Sales Price (Sum of A and B) \$ 300,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 1,000.00 as earnest money to Debra Naukam, as escrow agent, at Republic Title of Texas, Inc, 2701 W. Plano Pkwy, Ste. 100, Plano, TX 75075 (address). Buyer shall deliver additional earnest money of \$ 0.00 to escrow agent within N/A days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at [] Seller's [x] Buyer's expense an owner's policy of title insurance (Title Policy) issued by Republic Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions: (1) Restrictive covenants common to the platted subdivision in which the Property is located. (2) The standard printed exception for standby fees, taxes and assessments. (3) Liens created as part of the financing described in Paragraph 3. (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located. (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing. (6) The standard printed exception as to marital rights. (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters. (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: [] (i) will not be amended or deleted from the title policy; or [x] (ii) will be amended to read, "shortages in area" at the expense of [x] Buyer [] Seller. (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance. B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address

shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)

- (1) Within 5 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:
residential _____

Buyer must object the earlier of (i) the Closing Date or (ii) 90 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(Address of Property)

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____ February 1, 2021 _____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION:

A. **Buyer's Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

Buyer's obligation to close on the purchase of the Property is contingent on (1) Buyer having a pre-development meeting with the City of McKinney and Buyer obtaining City approval of a zoning change to planned development zoning regulations acceptable to Buyer in Buyer's sole discretion, if the City of McKinney does not approve the Buyer's planned development then Buyer may terminate this Contract even after the expiration of the Option Period and will receive a return of all Earnest Money, and (2) Buyer's determination of flood survey, soil, geotechnical testing and environmental testing (Phase I and if applicable Phase II) results for the Property acceptable to Buyer in Buyer's sole discretion, including with respect to the back area where the creek crosses. (3) Site Access to City Sewer and water. Buyer and Seller agree that Buyer at no additional cost to Buyer shall receive one extension of the Closing Date for 30 days should additional time be needed by Buyer to secure approval of planned development or to complete environmental inspections.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ 0.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

<p>To Buyer at: _____ 2060 Couch Dr., McKinney, TX 75069 Phone: (972) 542-5300 Fax: () _____ E-mail: build2@habitatcollincounty.org</p>	<p>To Seller at: _____ _____ Phone: () _____ Fax: () _____ E-mail: _____</p>
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22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> Third Party Financing Addendum <input checked="" type="checkbox"/> Seller Financing Addendum <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association <input type="checkbox"/> Buyer's Temporary Residential Lease <input type="checkbox"/> Seller's Temporary Residential Lease <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals <input type="checkbox"/> Addendum for "Back-Up" Contract <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | <ul style="list-style-type: none"> <input type="checkbox"/> Addendum for Coastal Area Property <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway <input type="checkbox"/> Addendum for Sale of Other Property by Buyer <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area <input type="checkbox"/> Other (list): _____

 _____ |
|---|---|

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 100.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 180 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: Jared J. Pace

Seller's
Attorney is: _____

1700 Redbud Blvd., Ste. 300, McKinney, TX 75069

Phone: (214) 544-4000

Phone: ()

Fax: (214) 544-4044

Fax: ()

E-mail: jpace@abernathy-law.com

E-mail: _____

**EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Seller or Listing Broker _____ Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time

Address _____ Phone

City _____ State _____ Zip _____ Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date

Address _____ Phone

City _____ State _____ Zip _____ Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time

Address _____ Phone

City _____ State _____ Zip _____ Fax



PRESENTED BY WEBUILDFUN AND HABITAT FOR HUMANITY