



WORKFORCE HOUSING AGREEMENT

This agreement is made this ____ day of _____, 2021, by and between the City of Georgetown (“City”), a Texas home-rule municipal corporation, and KCG Saddlecreek, LP, a Texas limited partnership (“Owner”).

RECITALS

WHEREAS, Owner is the record owner of that certain real property located at what will be commonly known as ARCO Apartments, in the City of Georgetown, County of Williamson, State of Texas (the “Property”), and whose legal description is set forth in Exhibit “A”, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Owner intends to develop, rehabilitate, or construct **126 units** on the Property (the “Qualifying Development”); and

WHEREAS, in connection therewith, Owner sought and has or will receive one or more Modified Development Standards from City’s Workforce Housing Program (“Program”), which was adopted by ordinance and codified in Section 6.07.040 of the City’s Unified Development Code (“UDC”); and

WHEREAS, as a condition to receive the Modified Development Standards provided by the Program, Owner agrees to set aside a certain percentage of Workforce Housing Unit(s) at the Qualifying Development for rent to income Eligible Households so as to provide affordable housing opportunities to low- and moderate-income households; and

WHEREAS, the City of Georgetown Planning Department (“Department”) administers, coordinates, and implements various local, state, and federal public funding sources to promote the production of affordable housing citywide; and

WHEREAS, Owner agrees that the modified development standards received because of the Program benefit the Property, Owner, and the future Owners; and

WHEREAS, it is the intent of the parties that the Workforce Housing Unit(s) herein, shall be continuously held, and may only be rented subject to this Agreement for the benefit of Eligible Households; and

WHEREAS, it is the desire of City and Owner to enter into this Agreement to ensure that such requirement or condition, whereby Owner agrees to offer units for rental to Eligible Households, is fully complied with and to provide for the terms and conditions for the rental of Workforce Housing Unit(s); and



WHEREAS, these provisions are for the purpose of enabling only Eligible Households to rent the Workforce Housing Unit(s) at the Property.

NOW THEREFORE, in consideration of Modified Development Standards, mutual covenants, and representations herein contained, the parties enter into the following specific agreements and restrictions listed below.

SPECIFIC AGREEMENTS AND RESTRICTIONS

1. DEFINITIONS

- (A) Workforce Housing Unit means a dwelling unit provided for rent to an Eligible Household.
- (B) Agreement means this “Workforce Housing Agreement” between City and Owner.
- (C) Buyer means the entity or person who intends to hold a record ownership interest or receives a record ownership interest in the Property after the Effective Date of this Agreement.
- (D) Compliant Year means a 12-month period where Workforce Housing Units equal to or in excess of the Minimum Set-Aside Requirement were designated specifically for Eligible Households and for which the rent did not exceed the Rent Limits.
- (E) Duly Authorized Agent means a property manager, property management entity, and their agents.
- (F) Eligible Household means a household whose annual income does not exceed the applicable Median Family Income.
- (G) Funding Program means a local, state, or federal program with more restrictive affordability requirements or procedures and forms that apply to the Qualifying Development.
- (H) Modified Development Standards mean the waivers, bonuses, modifications, or increases authorized by the Program.
- (I) Maximum Rent means the maximum rental rate, by bedroom count, published by either the Department on City’s website or by the Texas Department of Housing and Community Affairs website.
- (J) Median Family Income (“MFI”) means the median family income for the statistical metropolitan area as determined by the Department.
- (K) Minimum Affordability Period means the minimum number of years the Workforce Housing Unit(s) must be available to Eligible Households.
- (L) Owner means each person or entity holding a record ownership interest in the Property, their successors and assignees, transferees, heirs, executors, administrators, or duly authorized agents. Owner shall not include persons or entities who/which hold an interest merely as security for the performance of an obligation. Except for Section 2(E)(ii),



Owner shall not include persons or entities after they have ceased to hold a record ownership interest in the Property.

- (M) Qualifying Development means that certain multifamily housing development known as ARCO Apartments owned by KCG Saddlecreek, LP located in Georgetown, TX, a development accessing waivers and modifications of development regulations granted under the Program.

2. GENERAL REQUIREMENTS

- (A) Recitals. The recitals set forth above are incorporated into this Agreement for all purposes.
- (B) Runs with the Property.
- (i) This Agreement shall run with the Property for the Minimum Affordability Period.
 - (ii) Owner shall record this Agreement in the official real property records of Williamson County, Texas simultaneous with the Owner's acquisition of the Property and prior to any final plat or Site Development Plan approval by City.
 - (iii) If this Agreement is amended or terminated, Owner shall record the amendment or termination, and the City will reasonably cooperate with the Owner in order to document and evidence such amendment or termination and its recording in the official real property records.
- (C) Term of the Agreement.
- (i) This Agreement shall remain in effect for the Minimum Affordability Period unless City, its successor or assigns, executes an amendment or a termination to this Agreement.
 - (ii) The Minimum Affordability Period is ten (10) Compliant Years from the date the last certificate of occupancy is issued for the Qualifying Development.
 - (iii) After ten (10) Compliant Years following the receipt of the last certificate of occupancy, this Agreement shall terminate with no further evidence required by either the Owner or the City, and such Agreement may be deleted and removed from the official real property records of the Property.
- (D) Binds Owner's Successors and Assigns.
- (i) This Agreement shall be binding upon Owner and Owner's heirs, successors, and assigns in ownership of the Property or any portion thereof and shall be binding upon and inure to the benefit of the City and its successors and assigns.
 - (ii) City reserves the right to designate another public agency or not-for-profit corporation to perform City's obligations or to exercise City's rights under this Agreement.
 - (iii) This Agreement is enforceable against a Buyer even if Owner fails to notify the Buyer of this Agreement.
- (E) Assignment and Assumption.



- (i) In the event of any sale, re-sale, or other transfer of the Property prior to the expiration of the term of this Agreement, as a condition of close of escrow or, if transferred without a closing, at the time of transfer:
 - (a) Owner shall require the Buyer to execute an Assignment and Assumption Agreement (“Assignment”) on a form approved by the City Attorney; and
 - (b) Owner shall provide City with a copy of the Assignment as set forth in Section 6(E).
 - (c) Buyer will be required to provide acceptable Security (as defined herein) for the remaining term of this Agreement.
- (ii) If Owner fails to assign or the Buyer fails to assume this Agreement before or at the transfer of the Property, this Agreement:
 - (a) remains binding upon Owner until the Assignment is signed by both Owner and the Buyer; and
 - (b) is binding upon the Buyer.
- (F) Workforce Housing Unit(s).
 - (i) Owner shall set aside 13 of the units as Workforce Housing Unit(s) in the Qualifying Development.
 - (ii) Owner shall set aside the following percentage of Workforce Housing Unit(s) for the following MFI:
 - (a) **10 one-bedroom units at or below 80% MFI**
 - (b) **3 two-bedroom units at or below 80% MFI**
 - (iii) The Workforce Housing Units may be floating or fixed.
- (G) Minimum Set-Aside Requirement. Owner shall ensure that the minimum percentage of Workforce Housing Unit(s) is maintained throughout the term of this Agreement.
- (H) Rent Limits. Owner shall not charge more than the Maximum Rent for a Workforce Housing Unit based on the MFI limit stipulated in this Agreement. Notwithstanding the foregoing, tenants of Workforce Housing Units shall still be subject to other mandatory charges beyond the rent limits, including but not limited to valet, trash, boiler fees, and package delivery charges.
- (I) Verification/Income Eligibility.
 - (i) Owner shall verify household income eligibility at the time of initial application and upon execution of each renewal.
 - (ii) Owner shall collect and maintain the documentation necessary to determine income eligibility of the applicant(s) for a rental unit.
 - (iii) Owner shall require the applicant to declare all sources of regular continuing income for all adult household members.
 - (iv) Whenever household income must be verified, Owner shall use the income verification forms made available by Department.



- (v) Owner shall provide Department with income verification forms when requested by Department or Department's agent, but will do so no more than once per calendar year.
- (J) Monitoring. Owner shall cooperate in the monitoring process and shall comply with requests for information from Department or Department's agent.
 - (i) Throughout the Term of this Agreement, Owner shall provide Department quarterly reports by each January 31, April 30, July 31, and October 31 with information regarding the Workforce Housing Units, as described in Section 2(J)(ii), current as of the last day of the prior month. No event of default shall be called by the Department unless these reports are delinquent ten (10) days following the dates above.
 - (ii) Such quarterly reports shall be in a form acceptable to Department, but at a minimum shall include the number of Workforce Housing Units occupied and vacant, the rental rate of each Workforce Housing Unit, and the location of each Workforce Housing Unit within the Qualifying Development. Vacancy shall not be a violation or default of this Agreement, so long as the Workforce Housing Unit is being made available to Eligible Households.
 - (iii) Failure to provide the quarterly reports shall be considered a breach of this Agreement, subject to the notice and cure provisions herein.
- (K) Tenant File. Owner shall maintain an electronic tenant file for each required Workforce Housing Unit. The file, at a minimum, must contain the following and be retained on-site for a period of no less than 4 years after the date the lease has expired:
 - (i) rental application;
 - (ii) current lease and subsequent lease renewals;
 - (iii) income eligibility/verification forms, including source documentation and household income calculation;
 - (iv) annual, lease renewal income recertification, including income eligibility/verification forms, income source documentation and household income calculation;
 - (v) Department-approved Household Income Documentation Forms
 - (vi) HUD Median Family Income (MFI) Chart for original determination and subsequent renewals; and
 - (vii) chart showing Maximum Rent, which was used for establishing original base rent and subsequent renewals
- (L) Workforce Housing Unit Leases.
 - (i) Owner shall include the lease addendum and provisions attached to this Agreement as Exhibit "B" in Owner's lease or rental agreements.
 - (ii) To comply with City's affordability requirements, the term of each lease or rental agreements must be a minimum of twelve (12) months.
 - (iii) Owner shall include the following requirements in each lease or rental agreement:



- (a) provisions(s) that inform the applicant/tenant that Owner relied on the income certification and supporting documents provided by the applicant/tenant that establish their eligibility for occupancy in one of the Workforce Housing Units;
 - (b) a statement that informs the applicant/tenant that any material misstatement in such certification (whether intentional or not) may be cause for immediate termination of the lease if the misstatement cannot be corrected and substantiated; and
 - (c) a statement that informs the applicant/tenant that their occupancy in one of the Workforce Housing Units is subject to annual recertification.
- (M) Compliance with Fair Housing and Equal Opportunity Laws.
 - (i) Owner shall comply with applicable federal, state, and local fair housing and anti-discrimination laws in the marketing and provision of housing.
 - (ii) Occupants of Workforce Housing Unit(s) shall have access to all on-site amenities available to market-rate units, including the same access to common areas and facilities provided to occupants of market-rate units.
 - (iii) Owner may not discriminate on the basis of an individual's source of income, which means lawful, regular, and verifiable income including, but not limited to, housing vouchers and other subsidies provided by government or non-governmental entities, child support, or spousal maintenance, but does not include future gifts.
- (N) Affirmative Marketing of the Property. For purposes of initial rental of each Workforce Housing Unit and for purposes of re-rental each time any Workforce Housing Unit(s) becomes vacant, Owner shall advertise and market the Property to Eligible Households and encourage their participation in applying for and occupying a Workforce Housing Unit. Owner complies with this provision if Owner follows any written guidance provided by the Department.
- (O) Redeveloping or Rebuilding Existing Multi-Family Structures. If Owner seeks to redevelop or rebuild existing multi-family structures at the Property due to a casualty or condemnation event, the Department agrees that the Modified Development Standards to which the Owner benefits from herein, shall be maintained, so long as Owner agrees that:
 - (i) the redeveloped or rebuilt Qualifying Development includes, at a minimum,
 - (a) **75 units with one (1) bedroom, and**
 - (b) **51 units with two (2) bedrooms;** and
 - (ii) Owner must provide tenants occupying the existing multi-family structures with the following:
 - (a) notice and information about the proposed development on a form approved by Department;
 - (b) relocation benefits that are consistent with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C.A. 4601, *et seq.*; and



- (c) the option and opportunity to lease a unit at the Qualifying Development that is comparable in rental rate and unit size as what the tenant occupied in the structure that was redeveloped or rebuilt.

3. PROCESSES

- (A) Unless the Qualifying Development is also subject to a Funding Program, Owner shall use the procedures and forms promulgated by Department to accomplish the following:
 - (i) determine household eligibility;
 - (ii) calculate income;
 - (iii) document and verify income for rental housing; and
 - (iv) comply with monitoring processes.
- (B) If the Qualifying Development is subject to a Funding Program, Owner shall comply with the Funding Program to accomplish the following:
 - (i) determine household eligibility;
 - (ii) calculate income;
 - (iii) document and verify income for rental housing; and
 - (iv) comply with monitoring processes.
- (C) Remedial Actions.
 - (i) If Department determines that Owner has not met the Minimum Set-Aside Requirement or complied with this Section, Owner will be given an opportunity to demonstrate compliance using facts and data. Vacancy of one or more Workforce Housing Units will not fail the Minimum Set-Aside Requirements, unless there are Eligible Households willing to rent the Workforce Housing Units, and the Owner has willfully sought to not rent to such Eligible Households, outside of generally accepted management practice.
 - (ii) If Owner fails to demonstrate compliance, Owner shall be required to take any corrective or remedial action within the timeframes specified by Department as outlined in this Agreement.

4. FINANCIAL GUARANTEE OF PERFORMANCE

- (A) Required Security. To secure Owner's obligations to provide Workforce Housing Units as required by this Agreement, prior to any final plat or Site Development Plan approval for the Qualifying Development, Owner shall provide, or cause to be provided, a financial guarantee of performance in the amount of ONE HUNDRED SIXTY NINE THOUSAND ONE HUNDRED EIGHTEEN dollars and No/100 (\$169,118.00) (the "Security"). In the event the Security is reduced due to City's exercise of its rights under Section 4(D) of this Agreement, Owner shall within 60 days supplement, or cause to be supplemented, the Security in an amount equal to said reduction.



- (B) Events of Major Default. Events of Major Default under this Agreement include but are not limited to:
- (i) The issuer of the Security notifies City of its intent to revoke the Security, or its intent to allow the Security to expire, prior to the expiration of the Term of this Agreement.
 - (ii) acquisition of the Property or a portion of the Property by any creditor through foreclosure or an assignment or conveyance in lieu of foreclosure; and/or
 - (iii) Owner's failure to comply with any other material provision of this Agreement that is not an Event of Minor Default.
- (C) Events of Minor Default. The Parties acknowledge and agree that City has a legitimate interest in Owner's provision of Workforce Housing Units within the Qualified Development, as it ensures that there exist within the city limits housing products that are affordable and accessible to workers who are essential to the social fabric and economic vitality of the community. Accordingly, Owner agrees that Owner's failure to meet the Minimum Set-Aside Requirements at any point or to timely provide the required reports to City shall constitute an Event of Minor Default. Owner agrees that these objectives are reasonable and that the following contractual charges are not excessive and a reasonable means to achieve said objectives:
- a. To ensure Owner's rental of the Workforce Housing Units in such a way that Owner meets the Minimum Set-Aside Requirements for the term of this Agreement, Owner agrees City may, after notice as required in Section 4(D) of this Agreement, draw from the Security the prorated sum of the value of each unit type (as described below) on a per month basis if a Workforce Housing Unit is out of compliance for a single day in any month. The value of each unit type is as follows:
 - 1 Bedroom Unit – Annual Value - \$1,250
 - 2 Bedroom Unit – Annual Value - \$1,471
 - 3 Bedroom Unit – Annual Value - \$1,618For the avoidance of doubt, and by way of example only, if two units are out of compliance (one being a 1 bedroom unit and one being a 3 bedroom unit) for 2 days in January, 4 days in March and 1 day in July, the amount City may draw from the Security would be: $(1,250 / 12) \times 3 + (1,618 / 12) \times 3 = \717.00 .
 - b. To ensure that Owner timely provides all reports, subject to any cure rights and timeframes herein, in the event that any report is past due, City may, after notice as required in Section 4(D) of this Agreement, draw from the Security an amount equal to \$5 per day, per Workforce Housing Unit (i.e. 13 units), until such reports are presented by Owner to City. For the avoidance of doubt, and by way of example only, if Owner is delinquent in providing the reports required under Section 2(J)(i)



of this Agreement, for an additional 20 days, the amount City may draw from the Security would be: $(\$5 \times 13) \times 20 = \$1,300$.

- (D) Notice of Default and Intent to Draw. City shall provide a written notice of default upon the Owner with a copy of the notice to any Surety, lender, or Trustee. The notice will identify the event of default and, if the default is a Major Default, provide an opportunity for Owner to cure the default within 30 days of the date of the notice. If Owner fails to cure the Major Default within 30 days, City shall be entitled to draw from the Security up to the total amount of the Security noted in Section 4(A). If the default is a Minor Default, City shall be entitled to immediately draw from the Security an amount calculated in accordance with the formulas set forth in Section 4(C). City may, at its option and discretion, accept substitute security instead of, or in addition to, drawing on the Security.
- (E) Use of Security. If City elects to draw upon the Security, as noted herein, City may use the Security for the purpose of constructing, or incentivizing the construction of, additional Workforce Housing Units anywhere in the city limits or the City's extraterritorial jurisdiction. City's draw on the Security and use of Security to construct or incentivize additional Workforce Housing Units is not a waiver of Owner's obligation to provide Workforce Housing Units within the Qualifying Development. Owner has no claim or rights under this Agreement to Security proceeds, to the extent used by City.

5. REMEDIES FOR BREACH

- (A) Owner acknowledges and agrees that:
 - (i) the Workforce Housing Unit(s) provided under this Agreement are of a unique and special character;
 - (ii) the affordability restrictions are reasonable in scope and necessary to protect City's legitimate interests; and
 - (iii) a breach by Owner of any of its obligations under this Agreement would give rise to irreparable harm to City for which monetary damages, other than those described herein, would not be an adequate remedy.
- (B) Owner acknowledges and agrees that if a breach by Owner of any such obligations occurs:
 - (i) City will, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect to such breach, including the ability to draw on the Security as set forth in Section 4 above, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, or prove actual damages or that monetary damages will not afford an adequate remedy; and



- (ii) Owner will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in each case, consistent with the terms of this Section.
- (C) Owner acknowledges and agrees that if a breach by Owner of any of its obligations under this Agreement occurs prior to the issuance of the final certificate of occupancy for the Qualifying Development, City may withhold any and all permits or approvals required for the Qualifying Development until such time as the default has been cured.
- (D) Owner acknowledges and agrees:
 - (i) that the failure to enforce any provision of this Agreement at any time does not constitute a waiver of the right thereafter to enforce this Agreement;
 - (ii) not to oppose or otherwise challenge City's right to enforce this Agreement even if City failed to enforce this Agreement previously; and
 - (iii) The remedies available to City and under this Agreement and Texas law are cumulative in nature.

6. GENERAL PROVISIONS

- (A) Modified Development Standards.
 - (i) This Agreement allows Owner to utilize, for the Qualifying Development, one or more of the Modified Development Standards found in Section 6.07.040 of the UDC as it exists on the date of this Agreement, attached to this Agreement as **Exhibit "C"**.
 - (ii) A copy of the Modified Development Standards applicable to the Qualifying Development are attached to this Agreement as **Exhibit "D"**.
- (B) Notice of Duly Authorized Agent. Owner shall provide notice as set forth in Section 6(E) within ten (10) business days from the date Owner:
 - (i) contracts with a property management entity, and
 - (ii) designates an individual as the property manager.
- (C) Notice and Opportunity to Cure. If City determines Owner is in default of this Agreement, City will provide written notice of the default to Owner at the address set forth in Section 6(E). The notice will identify the event of default and provide an opportunity for Owner to cure the default within 30 days of the date of the notice.
- (D) This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or joint venture between the parties.
- (E) Notices. All notices required under this Agreement shall be in writing, which include email, sent to Owner and City at the address(es) set forth below.

For the City: City of Georgetown Attn: Housing Coordinator P.O. Box 409 Georgetown, TX 78627	For Owner: KCG Saddlecreek, LP c/o KCG Companies, LLC 9311 N. Meridian Street, Suite 100 Indianapolis, IN 46260 Attention: Robert J. Pasquesi, II
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<p>With Copy to: City Attorney's Office City of Georgetown P.O. Box 409 Georgetown, TX 78627</p>	<p>With Copy to: Winthrop & Weinstine, P.A. 225 South Sixth Street, Suite 3500 Minneapolis, MN 55402 Attention: Jeffrey S. Drennan</p>
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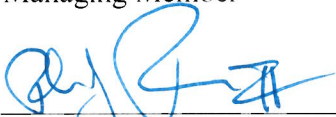
- (F) Authority. Each party to this Agreement hereby represents and warrants that each person executing this Agreement on behalf of a party has the right, power, legal capacity, and authority to enter into and perform under the Agreement, that no approval or consent of any other persons are necessary and that the Agreement constitutes a valid and binding obligation of such party, enforceable against such party.
- (G) Amendments. This Agreement may be modified only by a writing properly executed by each of the parties. Any modification or amendment of this Agreement shall not be binding on the parties unless made in writing and properly executed by each of the parties.
- (H) Dates. Should any required dates under this Agreement fall on a weekend or holiday, it shall be interpreted under this Agreement that shall mean the next business day.
- (I) Governing Law and Venue.
 - (i) This Agreement is made under and shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles which would apply the law of any other jurisdiction.
 - (ii) Venue for any dispute arising out of or concerning this Agreement, either administrative or judicial, shall be proper and lie exclusively in Williamson County, Texas.
- (J) Severability. If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.
- (K) Effective Date. This Agreement shall commence on the date of execution by the last of the parties to sign this Agreement.
- (L) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and when the parties hereto have signed this Agreement shall be one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]



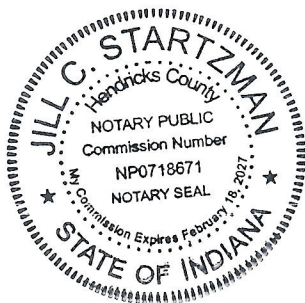
EXECUTED by the parties on the date of their respective signatures below to be effective the date of the last of such signatures.

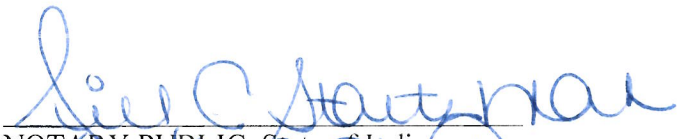
Agreed:

KCG Saddlecreek, LP By: KCG Saddlecreek GP, LLC Its: General Partner By: KCG Holdings, LLC Its: Managing Member By:  Name: Robert J. Pasquesi, II Its: President	CITY OF GEORGETOWN By: _____ Name: Josh Schroeder Title: Mayor Attest: By: _____ Name: Robyn Densmore Title: City Secretary Approved as to Form: By: _____ Name: Skye Masson Title: City Attorney
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THE STATE OF INDIANA §
COUNTY OF Hendricks §

This instrument was executed before me on this the 16 day of Aug 2021, by Robert J. Pasquesi, II, as President of KCG Holdings, LLC, the managing member of KCG Saddlecreek GP, LLC, the general partner of KCG Saddlecreek, LP, on behalf of the limited partner




NOTARY PUBLIC, State of Indiana
Print Name: Jill C. Startzman



THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was executed before me on this the _____ day of _____
2021, by Josh Schroeder as Mayor of the City of Georgetown, a Texas home-rule municipal
corporation, on behalf of the municipal corporation.

NOTARY PUBLIC, State of Texas
Print Name: _____

AFTER RECORDING RETURN TO:

Planning Department
City of Georgetown
P.O. Box 409
Georgetown, TX 78627
Attn: Neighborhood & Housing Program Manager



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

A 16.248 ACRE TRACT OF LAND, SITUATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21 IN THE CITY OF GEORGETOWN, WILLIAMSON COUNTY, TEXAS, BEING THE REMNANT PORTION OF A CALLED 100 ACRE TRACT OF LAND "2nd TRACT" CONVEYED TO WOODHULL FAMILY PARTNERS RECORDED IN VOLUME 2442, PAGE 243 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.



EXHIBIT B

LEASE ADDENDUM

CITY OF GEORGETOWN
WORKFORCE HOUSING PROGRAM
LEASE ADDENDUM

1. This Lease Agreement Addendum ("Addendum") is an addendum to the Lease Agreement (herein referred to as the "Lease Agreement"), entered into on _____ between _____ (herein referred to as "Owner") and _____ (herein referred to as "Tenant") for the leasing of the premises at _____ (herein referred to as "the Property"). The term Owner includes Owner's agent(s).
2. The provisions of this Addendum supersede in all respects any conflicting provisions contained in the Lease Agreement. To the extent any conflict exists between the Lease Agreement and this Addendum, the provisions of this Addendum shall govern.
3. The provisions of this Addendum shall apply during the entirety of a tenancy, including month-to-month tenancies and any holdover tenancy.
4. **Common Area Access.** Tenant may access common areas, including the Property's community room, free of charge, during reasonable hours for tenant organization activities.
5. **Tenant Agreement to Provide Requested Information.** The Tenant understands that the unit leased under the Lease Agreement has received governmental subsidies and that, as a condition of the governmental subsidy, the Tenant is required and hereby agrees to provide Owner with any information and sign such releases which are necessary to allow Owner to verify the Tenant's income and otherwise comply with government rules and regulations. The Tenant agrees to provide Owner accurate and complete information regarding the Tenant's income and to do so by the date specified in Owner's request. The Tenant understands that the intentional failure to supply accurate and complete information regarding Tenant's income shall constitute a serious lease violation. All Tenant files will be available for inspection by all applicable federal, state, and local agencies. The Tenant hereby consents to release of all such information by Owner to governmental agencies.
6. **Copies of Lease Agreement.** Owner agrees to provide Tenant a copy of the Lease Agreement and this Addendum in the language in which the lease was negotiated. Owner also agrees to provide Tenant a copy of any other rules or policies issued by Owner that govern the Tenant's conduct at the Property. Owner agrees to attach a copy of this Addendum to any petition filed in an eviction proceeding against the Tenant. Owner agrees that Owner's failure to provide a copy of this Addendum to the Tenant or to the Court shall be cause for dismissal without prejudice of any eviction lawsuit filed by the Owner.
7. This Addendum is deemed to have been made in compliance with all applicable State and local laws, and if any section or part is not lawful, only that section or part shall be void, and the balance of the Addendum shall remain in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

BY: _____
Owner's Representative Date

Tenant Date

LANDLORD: THIS DOCUMENT MUST BE ATTACHED TO THE LEASE.



EXHIBIT D

MODIFIED DEVELOPMENT STANDARDS

Maximum building height can be increased to 45 feet.

Minimum street setback can be reduced from 20 feet to 15 feet, in accordance with Section 6.07.040.E.2.b of the Unified Development Code.

22055492v5



EXHIBIT C

CITY CODE SECTIONS IN EFFECT ON DATE OF AGREEMENT

Table 6.07.040: Workforce Housing Dimensional Standards

Standard	RS	TF	TH	MF-1	MF-2
Lot Size, Minimum	4,500	6,000	1,750	12,000	2 acres
Dwelling Units per acre, max	—	—	—	14	24
Dwelling Size, Minimum	—	3,000	1750	—	—
Dwellings per structure, Max	—	2	8	20	50
Lot Width, minimum feet	35 ²	60	20	50	50
Corner Lot Width, minimum feet	40	65	25	·	·
Front Setback, minimum feet	10	10	10	15	15
Side Setback, minimum feet	5.5	5.5	7.5	10	10
Side Setback to Residential District, minimum feet	—	—	—	20	30
Rear Setback, minimum feet	7.5	7.5	10	10	15
Rear Setback to Residential District, minimum feet	—	—	—	20	30
Side/Rear Street Setback, minimum feet	10	10	10	15	15
Garage Setback	20	20	20	—	—
Unloaded Street Setback	15	15	15	20	20
Building Height, max feet	40	40	45	35	45
Impervious Coverage, max %	See Section 11.02 "Impervious Cover"				

UDC Section 6.07.040.E.2:

Workforce Housing Developments in Low-Density Multifamily (MF-1) and High-Density Multifamily (MF-2) Districts are eligible to use the dimensional standards in Table 6.07.040 with the provision of the following workforce housing units:



- a. Dwelling units per structure maximum can be reached by providing five percent (5%) of the total development as workforce units.
- b. Front setback can be reduced by five feet for every ten percent (10%) of total development set as workforce units, to the minimum.
- c. Impervious cover can be increased by ten percent (10%) for every ten percent (10%) of the total development set as workforce units, to the maximum of seventy percent (70%), with required water quality improvements as required in Section 11.02.