

**PROPOSAL INCLUDING DEVELOPMENT PLAN**  
**TO DALLAS HOUSING ACQUISITION AND DEVELOPMENT CORPORATION**  
**FOR LAND PURCHASE AND AFFORDABLE HOUSING DEVELOPMENT**

This Proposal is made under the Urban Land Bank Demonstration Program, Local Government Code, Chapter 379C (Land Bank Demonstration Program Act, as amended), as approved by Dallas City Council Resolution No. 04-1726.

To acquire property from Dallas Housing Acquisition and Development Corporation (“DHADC” or “Land Bank”) through the Urban Land Bank Demonstration Program, an Entity must be a “Qualified Participating Developer.” A “Qualified Participating Developer” must have a development plan approved by the City for the Land Bank property and meet any other requirements adopted by the City in its plan. Additionally, a “Qualified Participating Developer” is either:

(1) a developer who must:

(a) have built one or more housing units within the three-year period preceding the submission of a proposal to the Land Bank seeking to acquire lots from the Land Bank, and

(b) demonstrate the ability to develop within a two-year period its inventory of residential lots acquired through the City including Land Bank properties, or

(2) a City of Dallas certified Community Housing Development Organization (“CHDO”)

(a) whose designated geographical boundaries of operation contains a portion of the property that the Land Bank is offering for sale,

(b) has built at least three single-family homes or duplexes or one multifamily residential dwelling of four or more units in compliance with all building codes within the preceding two-year period prior to submitting proposal and within the CHDO’s designated geographical boundaries of operation, and

(c) has built or rehabilitated housing units within the preceding two-year period within a one-half mile radius of the parcel offered for sale.

For the Urban Land Bank Demonstration Program, “Affordable” housing is a home which a family with income of 115% or less of Dallas area median family income (AMFI), as defined by the U.S. Department of Housing and Urban Development (HUD), can afford to purchase and occupy. Placement of industrialized housing is prohibited on any property sold under the Program.

**ALL PROPOSALS INCLUDING DEVELOPMENT PLANS AND SALES ARE SUBJECT TO APPROVAL BY THE DHADC AND THE DALLAS CITY COUNCIL. THEIR RIGHT TO REJECT ANY AND ALL PROPOSALS IS EXPRESSLY RESERVED.**

**SECTION I: THE PROPOSER**

**A. BACKGROUND INFORMATION ABOUT THE PROPOSER**

Name of Proposer (hereafter Entity”) \_\_\_\_\_

Type of Entity (Circle Appropriate Type):

Individual

Nonprofit Corporation

For Profit Corporation

Partnership

LLC

Other \_\_\_\_\_

Name of Highest Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Mailing Address of Entity: \_\_\_\_\_

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

Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Years in Business \_\_\_\_\_

If a partnership, specify type. Name the partners and identify role in partnership:

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

If a corporation, state where incorporated. Provide a copy of articles of incorporation and bylaws.

\_\_\_\_\_

If a City of Dallas certified Community Housing Development Organization, provide evidence.

If a nonprofit corporation, attach a copy of IRS’ letter of determination.

All Entities other than an individual person need to provide a copy of governance documents (ex: articles of incorporation, bylaws, partnership agreement.)

Provide the areas/neighborhoods/streets/census tracts of interest within the City of Dallas.

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

**B. QUALIFICATIONS OF PROPOSER**

**Answer questions for the Entity:**

\_\_\_ Yes \_\_\_ No (1) Do you have experience in developing and constructing affordable housing as defined on page one? Describe your development experience for this type of housing or any other on a separate sheet.

\_\_\_ Yes \_\_\_ No (2) Do you engage primarily in the building, repair, rental, or sale of housing for low or moderate income individuals and families as defined on page one? Describe your experience on a separate sheet.

\_\_\_ Yes \_\_\_ No (3) Are you a homebuilder?

\_\_\_ Yes \_\_\_ No (4) Do you have a business plan? If yes, provide a copy.

\_\_\_ Yes \_\_\_ No (5) Have you ever declared bankruptcy. If yes, give dates and disposition.

**C. PRIOR HOUSING PRODUCTION**

1. Provide the number of your annual average residential production completed during the preceding two (2) year period from the date of submission of this proposal. \_\_\_\_\_

2. On a separate sheet, provide addresses of the housing units you built within the City of Dallas and other cities within the three (3) years preceding submission of this proposal to acquire property from the Land Bank.

**D. REAL ESTATE INVENTORY**

1. Number of vacant lots in your inventory. \_\_\_\_\_

2. Average length of time the vacant lots have been held in inventory. \_\_\_\_\_

3. Provide inventory detail (use separate sheet if necessary).

<u>Location/Neighborhood</u>	<u># of Lots</u>	<u>Estimated Start Date</u>	<u>Estimated Completion Date</u>

---



---



---



---



---



---



---



---



---



---

**SECTION II: DEVELOPMENT PLAN**

**A. DESCRIPTION OF THE LAND REQUESTED FOR DEVELOPMENT**

- (1) Number of lots requested in this proposal. \_\_\_\_\_
- (2) Provide the property address and legal description of the land requested (attach extra sheets if necessary) (the "Property").

---

---

---

---

**B. DESCRIPTION OF PROPOSED HOUSES ENTITY WILL CONSTRUCT**

At least 25% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes not greater than 60% of AMFI. No more than 30% of the Land Bank properties sold during any given fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes between 81% and 115% of AMFI. (At least 70% of the Land Bank properties sold during any fiscal year to be developed shall be deed restricted for sale to households with gross annual incomes at 80% AMFI or less.)

**Single Family Home (to be sold to low income households at 60% or less of AMFI):**

Number of homes to be built \_\_\_\_\_  
Square Footage **range** of each home \_\_\_\_\_  
Number of Bedrooms/Baths in each home \_\_\_\_\_ / \_\_\_\_\_  
Number of Garages\_\_\_\_ Number of Carports \_\_\_\_ Detached \_\_\_\_ Attached \_\_\_\_  
Type of Exterior Veneer\_\_\_\_\_ Which sides \_\_\_\_\_  
Your Sales Price **range** without Subsidies to Qualified Low Income Buyer\_\_\_\_\_

**Single Family Home (to be sold to low income households at 80% or less of AMFI):**

Number of homes to be built \_\_\_\_\_  
Square Footage **range** of each home \_\_\_\_\_  
Number of Bedrooms/Baths in each home \_\_\_\_\_ / \_\_\_\_\_  
Number of Garages\_\_\_\_ Number of Carports \_\_\_\_ Detached \_\_\_\_ Attached \_\_\_\_  
Type of Exterior Veneer\_\_\_\_\_ Which sides \_\_\_\_\_  
Your Sales Price **range** without Subsidies to Qualified Low Income Buyer\_\_\_\_\_

**Single Family Home (to be sold to low income households between 81% and 115% of AMFI):**

Number of homes to be built \_\_\_\_\_  
Square Footage **range** of each home \_\_\_\_\_  
Number of Bedrooms/Baths in each home \_\_\_\_\_ / \_\_\_\_\_  
Number of Garages\_\_\_\_ Number of Carports \_\_\_\_ Detached \_\_\_\_ Attached \_\_\_\_  
Type of Exterior Veneer\_\_\_\_\_ Which sides \_\_\_\_\_  
Your Sales Price **range** without Subsidies to Qualified Low Income Buyer\_\_\_\_\_

**Attach extra sheet(s) breaking out above information for each different model of home.**

**PROVIDE FLOOR PLANS AND ELEVATIONS.**

### **C. CONSTRUCTION TIMETABLE**

State the number of days it will take you to complete construction and sale of improved Property from the date of obtaining the executed deed from DHADC. Attach a schedule, if you desire. The deed conveying property sold by DHADC will include a right of reverter so that if the Entity does not apply for a construction permit and close on any construction financing within a three year period following the date of conveyance of the property from the DHADC to the Entity, the property will revert to the DHADC for subsequent resale.

Start of Construction: \_\_\_\_\_ days after receiving the deed to the property

Completion of Construction: \_\_\_\_\_ days after start of construction

Sale of first affordable housing unit to low income household: \_\_\_\_\_ days after completion of construction

Sale of last affordable unit to low income households: \_\_\_\_\_ days after completion of first house

**D. PROPOSED SOURCES AND USES OF THE PROJECT FINANCING**

Attach any development budget and commitments or preliminary commitments for financing of this project. Show proposed sources and uses of project financing. State whether you have a line of credit and if so, where and in what amount. Also enclose most recent financial statement.

---

---

---

**E. MARKETING**

Submit the Entity’s plan for marketing the houses for sale to low and moderate income families for owner occupancy.

**F. ADDITIONAL INFORMATION**

Submit any additional information about your proposed project you want to have considered.

**SECTION III: CITIZEN PARTICIPATION**

The CHDO’s shall have a general meeting with appropriate neighborhood associations and/or community groups soliciting input about the development **for proposals greater than ten properties** and both CHDO’s and Entities shall notify the appropriate Councilmember within whose District and neighborhood the proposed property is located For Entities other than CHDOs, the proposal selected by the Land Bank must be presented by the Entity to the neighborhood at a meeting scheduled by the Land Bank prior to submission to City Council for approval **only if the proposal is for greater than ten properties**. Input from the community may necessitate the Entity making changes and going to the Land Bank Board again.

**SECTION IV: PAYMENT OF TAXES AND LIENS**

Prospective purchasers can not owe the City of Dallas or other taxing units any unpaid taxes, fees or debts.

The Entity affirms that it is current in payment of taxes and liens to the City of Dallas. \_\_\_\_\_ Yes  
\_\_\_\_\_No

If you answer yes and taxes/liens are found to be outstanding or delinquent, we will require that you provide evidence (receipts or paid statements) showing Entity is current in its payment(s).

Do you have any approved payout arrangements with the County for taxes or liens? \_\_\_\_\_Yes \_\_\_\_\_No

If yes, please give terms and conditions of payout arrangement.

---

---

## **SECTION V: CERTIFICATION**

The Entity certifies that all information in this proposal including development plan is complete and true, to the best of the Entity's knowledge and belief. All information furnished in support of this proposal is given for the purpose of obtaining real property for producing Affordable housing under the Urban Land Bank Demonstration Program. By submitting its proposal and development plan for consideration, the Entity hereby agrees to defend, indemnify, release and hold completely harmless and whole the City of Dallas and DHADC, their officers, agents and employees, against any and all claims, lawsuits, judgments, costs and expenses, including attorney fees, for personal injury (including death), property damage or other harm for which recovery of damages or equitable relief is sought, suffered by any person or persons, that might arise out of or be occasioned by or from the consideration, approval or disapproval of this proposal including development plan, and any conveyance of the Property. This indemnification survives and shall not be merged with the closing of this transaction and delivery of any deed or other instrument in connection with the sale of the Property.

As authorized representative on behalf of the Entity, identified below, I hereby submit the Entity's proposal for the purchase of property identified in Section II on page 4 and, subject to DHADC Board and City Council approval of the proposal including development plan, agree to pay \$5,000 for the first 7,500 square feet of land plus another \$5,000 for each additional developable adjacent lot included in the parcel plus any regulatory and contractual costs, including but not limited to environmental testing, maintenance and replatting, required for the Land Bank to acquire and sell developable properties, if requested, and payment of deed recording fees for the property.

**I understand that: (1) by submitting this proposal for the Property, the "General Conditions for Proposals" described below are part of this proposal including development plan and (2) that the "General Conditions for Proposals" survive the closing of this transaction, if approved.**

Attached is my executed "CERTIFICATION OF NO DEBTS OWED TO THE CITY". **I represent and certify to DHADC that the Entity has no outstanding City of Dallas judgments against it or its property and the Entity is not delinquent on the payment of any fees, debts, taxes or non-tax liens on property owned by the Entity in the City of Dallas.**

I represent that I have full authority on behalf of the Entity to submit this proposal. By submitting this proposal, the Entity hereby waives and releases any rights it may have either now or in the future, to undertake any legal or equitable action against the City of Dallas and DHADC, itself and/or as Trustee, for failure of DHADC to properly advertise or notice the sale of the Property or to properly conduct the sale of this Property and hereby covenants not to sue the City of Dallas, DHADC, itself and/or as Trustee, in connection with the advertisement, notice of the sale or the sale of the Property. Upon bankruptcy, receivership or dissolution of the Entity, the proposal submitted shall become null, void and unenforceable and DHADC shall have no further obligation to the Entity, its heirs, successors, assigns, representatives or administrators. On behalf of the Entity, I hereby waive any rights the Entity may have to an award or conveyance of the Property, in the event of bankruptcy, receivership or dissolution of the Entity.

**GENERAL CONDITIONS FOR PROPOSALS  
READ CAREFULLY**

The land described above in Section II on page 4 shall be referred to as "the Property" in these General Conditions for Proposals. The Deed without Warranty ("Deed") to the Property will acknowledge that the Property is subject to the prior owner's right of redemption, if any. The Property is purchased "**as is, where is, with all faults.**" It is the proposer's (Entity's) responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the desired residential purposes.

Dallas Housing Acquisition and Development Corporation ("DHADC") disclaims responsibility as to the accuracy or completeness of any information relating to the Property for sale. The Deed to the Property, to the maximum extent allowed by law, is made on an "**as is, where is, with all faults**" basis and is subject to all visible and apparent easements and any other instruments of record. Taxes will be assessed from the date of conveyance of the property to the proposer. **Also, taxes, penalties and interest for the prior year(s) that are not included in the tax foreclosure judgment(s) will be the responsibility of the Proposer. The Property is subject to post judgment taxes, penalties and interests, if any. Any post judgment taxes, penalties and interest will be the Proposer's responsibility pursuant to the Texas Tax Code, including the pro-rata Property taxes for the remaining part of the then current calendar year, which will be assessed from the date of execution of the Deed. The Proposer represents he has read and fully understands sections 33.52 and 34.01 of the Texas Tax Code in its entirety, including all other applicable sections of the Texas Tax Code that relate to this transaction. The Proposer further understands and agrees to pay the post judgment taxes and the pro-rata (current year) Property taxes from the date of closing through all future years so long as said Proposer owns the Property. The Proposer understands and agrees that DHADC acquired the Property by a tax foreclosure sale and said Proposer is familiar with the legal issues involved in such transactions and sale, including the subsequent resale to bidder(s) and/or purchaser(s), and the risks and limitations of such sales. Said Proposer represents that he is equally knowledgeable as DHADC and the City of Dallas in these matters and transactions.** DHADC is not responsible for any misrepresentations, failures of disclosure, errors or any negligent or wrongful acts occurring in the context of or pertaining to the closing of this transaction. Taxes for omitted property, as defined in Section 25.21 of the Texas Tax Code, are the purchaser's responsibility.

**DHADC reserves the right to reject any and all proposals and development plans.** DHADC will not provide a title policy for the Property and encourages Entity to perform its own environmental due diligence and obtain title insurance.

**To the maximum extent allowed by law, DHADC expressly disclaims any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose. DHADC makes no representations of any nature regarding the Property and that DHADC specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the property, including without limitation, the water, soil and geology, and the suitability thereof and the Property for any and all activities and uses which Grantee may elect to conduct thereon, and the existence of any environmental substances,**

hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise, and (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority, and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following; (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks, whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

DATED \_\_\_\_\_

NAME OF ENTITY \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF ENTITY

\_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE WITH ENTITY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE (     ) \_\_\_\_\_ FAX (     ) \_\_\_\_\_

**ALL PROPOSALS MUST BE SIGNED BY HAND.**

Any questions regarding the parcel of lots for which you are submitting a proposal should be directed to Terry Williams at (214) 670-4648.

