



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, SEPTEMBER 20, 2021**

**City Council Chambers, City Hall
702 N. Hwy 175
Seagoville, Texas 75159**

REGULAR SESSION – 6:30 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Proclamation – Jared Digby Day

Mayor’s Report

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for September 13, 2021 (City Secretary)**
- 2. Consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to sign a contract with Dallas Area Agency on Aging for the reimbursement of congregate and/or “to go” meals and a program grant for the Seagoville Senior Citizens Activities and Transportation (SSCAT) Program (Library Director)**

REGULAR AGENDA-

3. Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

A. §551.087 – Deliberation Regarding Economic Development Negotiations – to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate in the City and with which the governmental body is conducting economic development negotiations and (2) pursuant to Texas Government Code Section 551.071 – Consultation with Attorney – to consult with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with Chapter 551, and as to both to wit:

- 1. Santorini Public Improvement District and Tax Increment Reinvestment Zone and Santorini Mixed Use Planned Development**
- 2. Stonehaven Public Improvement District and Planned Development**

B. § 551.071. Consultation with City Attorney: receive legal advice related to addressing and street name change.

4. Reconvene Into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

A. §551.087 – Deliberation Regarding Economic Development Negotiations – to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate in the City and with which the governmental body is conducting economic development negotiations and (2) pursuant to Texas Government Code Section 551.071 – Consultation with Attorney – to consult with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with Chapter 551, and as to both to wit:

- 1. Santorini Public Improvement District and Tax Increment Reinvestment Zone and Santorini Mixed Use Planned Development**
- 2. Stonehaven Public Improvement District and Planned Development**

B. § 551.071. Consultation with City Attorney: receive legal advice related to addressing and street name change.

- 5. Conduct a Public Hearing on a request to amend the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, by granting a change in zoning from Planned Development-Residential Single Family-5 (PD-20-02) to Planned Development- Residential Single Family-5 Amended (PD-20-02-A1) for three (3) tracts of land described as Tract I being approximately 135.08± acres commonly referred to as 2301 Simonds Road, 2219 Simonds Road, 2219 E. Simonds Road, and 1320 E. Stark Road and Tract 2 being approximately 22.95± acres of land commonly referred to as 2301 Simonds Road and, Tract 3 being approximately 88.96± acres of land located on the southeast corner of Stark Road and Lasater Road, all in the City of Seagoville, Dallas County, Texas (Community Development Director)**
- 6. Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, by granting a change in zoning from Planned Development-Residential Single Family-5 (PD-20-02) to Planned Development-Residential Single Family-5 Amended (PD-20-02-A1) for three (3) tracts of land described as Tract I being approximately 135.08± acres commonly referred to as 2301 Simonds Road, 2219 Simonds Road, 2219 E. Simonds Road, and 1320 E. Stark Road and Tract 2 being approximately 22.95± acres of land commonly referred to as 2301 Simonds Road and, Tract 3 being approximately 88.96± acres of land located on the southeast corner of Stark Road and Lasater Road, all in the City of Seagoville, Dallas County, Texas, and each tract being legally described in Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing for the approval of an amended concept plan and elevations, which are attached hereto and incorporated herein respectively as Exhibits "B" and "C"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**
- 7. Conduct a public hearing to receive public comment on a request to create a public improvement district to make certain improvements over certain property located within the City of Seagoville and referred to as Stonehaven in accordance with Chapter 372 of the Texas Local Government Code (Legal Team)**
- 8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing and creating a Public Improvement District referred to as Stonehaven in the City of Seagoville in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date (Legal Team)**

9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Stonehaven Development Agreement by and between Meritage Homes of Texas, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, for the development of approximately 246.965 acres of real property located in the City of Seagoville and the financing of certain public infrastructure and public improvements with the creation of a Public Improvement District; authorizing the City Manager to execute the same; and providing an effective date (Legal Team)

10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, setting a public hearing under section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing approximately 555.25 acres of land generally located south of Highway 175, referred to as Santorini, and being wholly located within the corporate limits and extraterritorial jurisdiction of the City of Seagoville, Texas; authorizing the issuance of notice by the City Secretary of the City of Seagoville, Texas, regarding the public hearing; and directing the City of Seagoville, Texas to prepare a preliminary Reinvestment Zone Financing Plan (Legal Team)

11. Discussion concerning the operation of side by side and all-terrain vehicles on public roadways in the City of Seagoville (Mayor Pro Tem Fruin/Police Chief)

12. Discussion concerning a partnership with local tire shops to allow citizens to properly dispose of old tires (Councilmember Magill)

13. Discussion to consider a 4-way stop at Hall and Judy (Councilmember Hernandez)

14. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.

15. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

Adjourn

Posted Friday, September 17, 2021 by 5:00 P.M.



Kandi Jackson

Kandi Jackson, City Secretary

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

DATES TO REMEMBER

- **Monday, October 4, 2021 Regular City Council Meeting**
- **Monday, October 18, 2021 Regular City Council Meeting**
- **Monday, November 1, 2021 Regular City Council Meeting**
- **Monday, November 15, 2021 Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for September 13, 2021.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for September 13, 2021

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

September 13, 2021 Work Session Meeting Minutes
September 13, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
SEPTEMBER 13, 2021**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:32 p.m. on Monday, September 13, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Mike Fruin	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Public Works Director Chris Ryan, Director of Health and Code Jimmy Stephens, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting minutes for August 30, 2021 and September 8, 2021 (City Secretary)

No questions.

B. Receive an update concerning street & water projects

Public Works Director Ryan provided an update concerning street & water projects.

*City Manger Stallings stated since there is still time left for Work Session he would like to return to A. **Discuss Regular Session Agenda Items.***

6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, nominating a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)

City Secretary Jackson stated the Dallas Central Appraisal District contact the City of Seagoville concerning a nomination for a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District. She stated Seagoville City Council has nominated Michael Hurtt in the last two nominations and if he is reelected this will be his last term.

She stated City Attorney Thomas shared with Staff that Mr. Hurtt is the current city representative on the board and former Mayor of DeSoto. He is knowledgeable and a solid and reliable Board Member.

7. Discussion concerning Landscape Ordinance for businesses (Councilmember Hernandez)

Councilmember Hernandez stated he would like to consider a Landscape Maintenance Ordinance for businesses. He stated there are businesses that do not keep up their landscaping.

After some discussion, City Attorney Thomas stated she would work on a Landscape Maintenance Ordinance for businesses.

8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute Amendment No. 4 to the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County, said Amendment to be effective from October 1, 2021 until September 30, 2022; and providing an effective date (Director of Health & Code)

Director of Health & Code Stephens stated this Resolution approves Amendment No. 4 to the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County.

Mayor Pro Tem Fruin asked if Dallas County sends a report out concerning how many takes advantage of the program. Director of Health & Code Stephens stated Staff does receive a report concerning how many residents take advantage of the program and he will share with Council.

9. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for fiscal year 2021-2022 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Director of Health & Code)

Director of Health & Code Stephens stated this Resolution approves an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for fiscal year 2021-2022. He also stated this does allow the City of Seagoville to take advantage of the mosquito program.

10. Discussion concerning the High Grass/Weeds or Weeds/Grass/Brush Ordinance (Councilmember Howard)

Councilmember Howard present pictures of homes with overgrown vegetation on the sidewalks and curbs and stated he would like to consider the High Grass/Weeds or Weeds/Grass/Brush Ordinance.

After some discussion, City Attorney Thomas stated she would work on an Ordinance concerning the overgrown vegetation.

Adjourned

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
SEPTEMBER 13, 2021**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:10 p.m. on Monday, September 13, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Mike Fruin	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Director of Health and Code Jimmy Stephens, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

Pledge of Allegiance – *Pledge of Allegiance was led by Mayor Childress.*

Proclamation – Kids Place Learning Center – *Postponed.*

Mayor’s Report – *None.*

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

None.

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

1. Consider approving City Council Meeting minutes for August 30, 2021 and September 8, 2021 (City Secretary)

Motion to approve City Council Meeting minutes for August 30, 2021 and September 8, 2021 – Howard, seconded by Magill; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, adopting the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the city; providing a repealing clause; providing a severability clause; and providing an effective date (Finance Director)

Motion to approve an Ordinance of the City Council of the City of Seagoville, Texas, adopting the budget for fiscal year beginning October 1, 2021 and ending September 30, 2022; providing that expenditures for said fiscal year shall be made in accordance with said budget; appropriating and setting aside the necessary funds out of the general and other revenues for said fiscal year for the maintenance and operation of the various departments and for various activities and improvements of the city; providing a repealing clause; providing a severability clause; and providing an effective date – Hernandez, seconded Magill. Mayor Childress called for a record vote. (For: Howard, Hernandez, Magill, Fruin, and Epps; Against: None) Motion passed with all ayes. 5/0

3. Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.78880 per \$100 valuation, which exceeds the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.734674 or 7.37%. This rate will raise more revenue from property taxes than last year’s budget by an amount of \$887,866 (Finance Director)

*Mayor Childress opened the public hearing at 7:13 p.m.
No one spoke for or against.
Mayor Childress closed the public hearing at 7:13 p.m.*

4. Discuss and consider approving an ordinance of the City Council of the City of Seagoville, Texas, adopting and levying ad valorem taxes for the year 2021 (fiscal year 2021 - 2022) at a rate of \$0.788800 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2021, to provide revenue for the payment of current expenses; providing for an interest and sinking fund for all outstanding debt of the City of Seagoville; providing for due and delinquent dates together with penalties and interest; providing a severability clause; providing a repealing clause; and providing an effective date (Finance Director)

“I move that the property tax rate be increased by the adoption of a tax rate of 0.788800, which is effectively a 7.37 percent increase in the tax rate and in accord therewith move to approve Ordinance No. 24-2021.” – Hernandez, seconded by Howard. Mayor Childress called for a record vote. (For: Howard, Hernandez, Magill, Fruin, and Epps; Against: None.) Motion passed with all ayes. 5/0

5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas ratifying the property tax increase reflected in the City’s adopted fiscal year 2021-2022 budget, which is a budget that will require raising more revenue from property taxes than in the previous year; and providing an effective date (Finance Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas ratifying the property tax increase reflected in the City’s adopted fiscal year 2021-2022 budget, which is a budget that will require raising more revenue from property taxes than in the previous year; and providing an effective date – Hernandez, seconded by Magill. Mayor Childress called for a record vote. (For: Howard, Hernandez, Magill, Fruin, and Epps; Against: None) Motion passed with all ayes. 5/0

6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, nominating a candidate to be a member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)

Motion to nominate Michael Hurtt – Epps, seconded by Howard; motion passed with all ayes. 5/0

7. Discussion concerning landscape ordinance for businesses (Councilmember Hernandez)

Councilmember Hernandez stated it was determined during Work Session that Staff and the City Attorney will work together concerning an Ordinance.

8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute Amendment No. 4 to the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County, said Amendment to be effective from October 1, 2021 until September 30, 2022; and providing an effective date (Director of Health & Code)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute Amendment No. 4 to the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County, said Amendment to be effective from October 1, 2021 until September 30, 2022; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0

9. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for fiscal year 2021-2022 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Director of Health & Code)

Motion to approve a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for fiscal year 2021-2022 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

10. Discussion concerning the High Grass/Weeds or Weeds/Grass/Brush Ordinance (Councilmember Howard)

Councilmember Howard stated it was determined during Work Session that Staff and the City Attorney will work together concerning an Ordinance.

11. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.

Mayor Pro Tem Fruin stated he would like everyone to keep our Board Member's in prayer as we have Board Member's that have passed and some that have lost family members due to illness.

12. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

Councilmember Hernandez stated he would like an item to consider a four-way stop at Hall and Judy.

Councilmember Magill stated he would an item to partner with the local tire shops to allow citizens to dispose of old tires to prevent dumping.

Mayor Pro Tem Fruin stated he would like an item concerning side by sides and all-terrain vehicles in the city limits.

13. Recessed into Executive Session at 7:22 p.m.

Council will recess into executive session pursuant to Texas Government Code:

- A. § 551.071(2) Consultation with Attorney, to seek legal advice of its attorney on legal issues arising from Dallas ISD requests regarding traffic regulation in school zones.**

- B. § 551.071(2) Consultation with Attorney, to seek legal advice of its attorney on legal issues regarding Project Salad.**

14. Reconvened Into Regular Session at 7:55 p.m.

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

- A. § 551.071(2) Consultation with Attorney, to seek legal advice of its attorney on legal issues arising from Dallas ISD requests regarding traffic regulation in school zones.**

- B. § 551.071(2) Consultation with Attorney, to seek legal advice of its attorney on legal issues regarding Project Salad.**

No action taken

Adjourned at 7:55 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to sign a contract with Dallas Area Agency on Aging for the reimbursement of congregate and/or “to go” meals and a program grant for the Seagoville Senior Citizens Activities and Transportation (SSCAT) Program.

BACKGROUND OF ISSUE:

As in previous years, the City will be providing congregate and/or “to go” meals to Seagoville seniors at our Community Center. Once again, the Dallas Area Agency on Aging (DAAA) has and will help support the Senior Citizen Program in FY 2022 with a grant that provides for a portion of our operating costs including staff salaries. Additionally, this year DAAA will provide meal reimbursements to the City for all eligible seniors. The City Council will consider approval of a contract to renew the grant contract with DAAA for a period of one (1) year, from October 1, 2021 through September 30, 2022. The contract will also include the requirements for the meal reimbursement.

The City has received this grant on an annual basis since 1974 and it allows us to hire part-time staff to assist our full-time staff. It also provides funds for supplies. Visiting Nurses Association will provide the congregate and or “to go” meals for our seniors and we are prepared to serve approximately 45 to 60 senior citizens 60 years old and over on a daily basis. The amount of reimbursement will allow the program to operate on a break even or better basis. The full cost of the meals for eligible seniors is reimbursed through DAAA grant funds and participant contributions. Other non-eligible seniors may lunch as long as they pay full price for their lunch.

FINANCIAL IMPACT:

Of the total Congregate Meal Program expense, the Seagoville Senior Services Program will be responsible for \$3,333.40 in expenditures and indirect costs. The Senior Services Grant will provide \$33,381.62 or approximately 16 percent of the City’s Senior Center operating budget.

RECOMMENDATION:

Staff recommends continuance of Senior Center programs and services funded by the Dallas Area Agency on Aging (DAAA).

EXHIBITS:

1. Dallas Area Agency on Aging Contract for Older Americans Act Program
2. City of Seagoville Grant Application Documents

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH DALLAS AREA AGENCY ON AGING FOR THE REIMBURSEMENT OF CONGREGATE AND/OR “TO GO” MEALS AND A PROGRAM GRANT FOR THE SEAGOVILLE SENIOR CITIZENS ACTIVITIES AND TRANSPORTATION (SSCAT) PROGRAM; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is desirous of continuing the City’s Congregate and/or “TO GO” Meal Program for Seagoville Seniors; and

WHEREAS, the cost to the City for the congregate and/or “to go” meals will be reimbursed; and

WHEREAS, DAAA is willing to continue providing grant funding to support the Seagoville Senior Citizens Programs; and

WHEREAS, the City Council has reviewed the attached Exhibit A.

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

SECTION 1. The City Council hereby authorizes the Mayor to sign a contract, attached hereto as Exhibit A and made a part hereof for all purposes, with Dallas Area Agency on Aging (DAAA) for the reimbursement of congregate meals for the SSCAT program and for grant funds that support the Senior Citizens programs.

SECTION 2. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 3. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or

provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 20TH day of September, 2021.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY

1341 W. Mockingbird Ln., Ste. 1000W
Dallas, TX 75247

www.ccgd.org

(214) 871-5065
Fax (214) 879-0742

September 10, 2021

Ms. Liz Gant
Library Director
City of Seagoville
702 N. Highway 175
Seagoville, TX 75159

Dear Ms. Gant,

Enclosed please find two originals of the FY2022 contract with Community Council of Greater Dallas/Dallas Area Agency on Aging, containing the signature of Ms. Sharla Myers, Chief Executive Officer. Once they are signed by the proper authority, keep one for your files and return one to me, including our cover letter.

Should you have any questions, please feel free to contact Sandra Luz, Manager, Contract Services, at 469 233 2633.

Cordially,



Director, Dallas Area Agency on Aging
Attachments: FY2022 Contract

DALLAS AREA AGENCY ON AGING

CONTRACT FOR

OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disability Services (DADS) and Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 26 Texas Administrative Code (TAC) Chapters 81, 83, and 85; and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the Dallas Area Agency on Aging, hereinafter referred to as DAAA, and the **City of Seagoville**, hereinafter referred to as SUBRECIPIENT. Whereas the State of Texas, acting through Texas Health and Human Services (HHS), has designated the Community Council of Greater Dallas to act as grantee for the Area Agency on Aging (AAA), to be known as the Dallas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, DAAA and SUBRECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2021, and end on September 30, 2022.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by DAAA of an amended budget.

VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2022 Proposal for Services. SUBRECIPIENT'S approved FY2022 Proposal for Services is incorporated by reference into this Agreement as if set forth fully herein. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval.

SUBRECIPIENT assures compliance with the following provisions relating to the services covered by this contract.

- a. **Eligibility** – The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.
- b. **Residency** – No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.
- c. **Prohibition of Means Test for Services** – SUBRECIPIENT shall provide all services funded by the Older Americans Act, as amended, without the use of any means test to determine eligibility for services.
- d. **Services to Private Membership Prohibited** – SUBRECIPIENT shall ensure that participation in nutrition site, senior center, adult day care or other support services under the Older Americans Act is not limited to membership in a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. Membership is never a prerequisite to receive an Older Americans Act funded service.

VII. TARGETING, OUTREACH AND COORDINATION

SUBRECIPIENT shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved FY2022 Proposal for Services, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals with greatest economic need (with particular attention to low-income minority individuals); (2) older individuals who have greatest social need (with particular attention to low-income minority individuals); (3) older individuals with severe disabilities; (4) older individuals with limited English proficiency; (5) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (6) older individuals at risk for institutional placement.

SUBRECIPIENT shall establish procedures and mechanisms necessary to assure effective outreach and coordination within the local aging network to assure that various activities and programs operate pursuant to the Older Americans Act and 42 U.S.C. 3001 et seq. Outreach activities must be documented and must include, at a minimum, the type of outreach activities conducted, and the number of contacts made.

SUBRECIPIENT shall be actively involved in the local aging network through coordination with other Title III contractors and social service agencies to plan, identify and assess the need for services. Where appropriate and feasible, SUBRECIPIENT will work cooperatively with other entities to develop collaborative programs. The DAAA is responsible for identifying focal points

within the region and these facilities are established to encourage the maximum collocation and coordination of services for older individuals. A list of the DAAA focal points is attached.

VIII. PERFORMANCE MEASURES

SUBRECIPIENT shall provide Congregate Meals to eligible participants. A unit of service is defined as **one meal**. The number of units of service under this project for the contract period shall be approximately **5,190 meals**. The number of unduplicated persons receiving services shall be approximately **200** eligible participants.

SUBRECIPIENT shall provide Home Delivered Meals to eligible participants. A unit of service is defined as **one meal**. The number of units of service under this project for the contract period shall be approximately **5,190 meals**. The number of unduplicated persons receiving services shall be approximately **200** eligible participants.

SUBRECIPIENT shall also provide **Senior Center Operations** services to eligible participants.

COVID-19 Flexibilities.

On March 13, 2020, Governor Abbott declared a state of emergency for Texas due to the novel coronavirus (COVID-19) pandemic.

On the same date, President Donald J. Trump declared a national public health emergency. In response to the public health emergency, guidance from state and federal leaders emphasized the need for social distancing and limiting contact with others. To ensure AAAs and meal providers could meet the immediate nutritional needs of older Texans and to support access to Older Americans Act (OAA) services during the public health emergency, the Texas Health and Human Services Commission (HHSC) implemented temporary disaster-related flexibilities to certain state-specific OAA program requirements.

The emergency measures referenced above continue to be necessary given the current public health issues related to COVID 19 and its variants. This requires continued flexibility in for meal providers and their funders. Therefore, the flexibility of accommodating the total of meals (between congregate and home delivered meals) provided under both services (Congregate Meals and Home Deliver meals) is acceptable. Subrecipients are still expected to meet the nutritional needs of clients and to provide the number of meals necessary to meet those goals.

SUBRECIPIENT shall notify and request approval from DAAA for service delivery to vary from the number of contracted units of service or the number of unduplicated persons receiving the service by five percent or more (+/-5%)

IX. FUNDING OBLIGATIONS

SUBRECIPIENT acknowledges DAAA obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Administration for Community Living (ACL), the State of Texas, and any other originating funding source.

SUBRECIPIENT understands that Texas Health and Human Services (HHS) operates on a reimbursement basis. Therefore, SUBRECIPIENT must have sufficient financial solvency to sustain said contract performance until adequate funds are received by DAAA to compensate said SUBRECIPIENT.

DAAA shall not be liable to SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

DAAA shall not be liable to SUBRECIPIENT for any expenditures which are not allowable costs under 2 CFR Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

DAAA shall not be liable to SUBRECIPIENT for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

De-obligation of funds shall occur based on year-to-date expenses. SUBRECIPIENT shall incur 50% of the projected expenses identified in the project budget by March 31, 2022, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2022. Otherwise, the DAAA may de-obligate those funds, making them no longer available for use by SUBRECIPIENT. If necessary, a notification shall be issued by the DAAA reducing the allocation by the amount in question and requiring submission of a budget amendment.

X. COMPENSATION AND ACKNOWLEDGEMENT

DAAA agrees to make payment to SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in SUBRECIPIENT'S budget, and all attachments to this contract, and SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests, and programmatic reports.

Congregate Meals - DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$7.01** for Title III units. Title III compensation for the provision of services shall not exceed **\$33,381.62**. The SUBRECIPIENT will provide a match of at least **\$3,333.40**. The unit rate for meals purchased with match funds shall be **\$7.71**.

Home Delivered Meals - DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$7.39** for Title III units. Title III compensation for the provision of services shall not exceed **\$35,191.18**. The SUBRECIPIENT will provide a match of at least **\$3,524.00**. The unit rate for meals purchased with match funds shall be **\$8.13**.

DAAA will pay SUBRECIPIENT on a **cost reimbursement** basis for Senior Center Operations. Title III compensation for the provision of these services shall not exceed **\$36,500.00**. SUBRECIPIENT will provide a match of **\$56,200.00**.

COVID-19 Flexibilities.

On March 13, 2020, Governor Abbott declared a state of emergency for Texas due to the novel coronavirus (COVID-19) pandemic.

On the same date, President Donald J. Trump declared a national public health emergency. In response to the public health emergency, guidance from state and federal leaders emphasized the need for social distancing and limiting contact with others. To ensure AAAs and meal providers could meet the immediate nutritional needs of older Texans and to support access to Older Americans Act (OAA) services during the public health emergency, the Texas Health and Human Services Commission (HHSC) implemented temporary disaster-related flexibilities to certain state-specific OAA program requirements.

In reference to the above-mentioned paragraph, the flexibility of expending the total of funding provided under both services (Congregate Meals and Home Deliver meals) is acceptable.

SUBRECIPIENT agrees to provide services under an "at risk" unit rate or cost reimbursement methodology in accordance with the rules and program instructions of HHS and DAAA.

SUBRECIPIENT shall acknowledge funding and support by DAAA and HHS in all publicity and promotions relating to this project. The credit line should read:

"This (project, program, service) is supported, in part, by the Community Council of Greater Dallas/Dallas Area Agency on Aging and Texas Health and Human Services."

XI. PAYMENT METHODOLOGY

DAAA has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section X, COMPENSATION, until SUBRECIPIENT has provided the service and reported such provision in a request for reimbursement. In the absence of written agreement to the contrary, DAAA will remit funds to SUBRECIPIENT subject to the appropriate administrative procedures and contingent upon receipt of funds from HHS and/or other funding sources.

SUBRECIPIENT shall report eligible units of service and actual allowable expenses to DAAA in the frequency and in such manner, using any and all prescribed forms, as may be prescribed by DAAA.

Final payment shall be based on the information contained in the reimbursement system 45 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XII. REPORTING REQUIREMENTS

SUBRECIPIENT agrees to compile and submit all required fiscal and programmatic reports utilizing information management software provided by DAAA by the 6th day of the month following the month in which services were provided. SUBRECIPIENT agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by HHS and DAAA. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

SUBRECIPIENT shall complete and submit to DAAA, all requests for funds on a DAAA-prescribed form in accordance with the rules and policies of DAAA. A final program report shall be submitted to DAAA on or before the date established by DAAA with not less than 45 days advance notice to SUBRECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XIII. MATCH REQUIREMENTS

SUBRECIPIENT shall provide a minimum match of ten percent (10%) of the total project costs, as required by the OAA, as amended, and HHS rules.

Match shall be in accordance with 26 TAC §85.202. All match contributions shall be expended for

goods and services necessary for and specifically identifiable in the approved FY 2022 Proposal for Services.

Match shall conform to the OAA regulations, 2 CFR Part 200, and HHS rules regarding match requirements or as required in requests for proposals issued by DAAA.

XIV. PROGRAM INCOME

Program income shall be administered in accordance with 26 TAC §85.202, UGMS Subpart C ____, 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY 2022 Proposal for Services to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHS Rules and Regulations.

Congregate Meals - Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **\$7.71** per unit. The goal for program income shall be **\$1,757.88**.

Home Delivered Meals - Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **\$8.13** per unit. The goal for program income shall be **\$1,854.00**.

XV. CONTRIBUTION POLICY

SUBRECIPIENT shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. SUBRECIPIENT shall safeguard and account for such contributions and use such contributions to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance of this contract. SUBRECIPIENT shall use any and all standard forms promulgated by DAAA, as applicable. The DAAA shall require the use of all such forms for all subrecipients and/or service contractors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at SUBRECIPIENT'S office, and shall be maintained for at least seven (7) years after the termination of this agreement, or seven years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENT may maintain all records at a designated central location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

SUBRECIPIENT shall give DAAA, ACL, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than seven (7) years following the end of this contract term or the resolution of any disputes relating to this

contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVIII. SERVICE PROVIDER REVIEW

In accordance with HHS rules, DAAA shall conduct reviews of SUBRECIPIENT programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

SUBRECIPIENT shall have an independent audit for any fiscal year in which it receives \$750,000 or more in Federal funds combined. SUBRECIPIENT shall submit a copy of an annual audit of SUBRECIPIENT, performed by an independent certified public accounting firm within nine months after the end of SUBRECIPIENT'S fiscal year, to DAAA. The audit shall cover SUBRECIPIENT'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DAAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees SUBRECIPIENT shall be liable to DAAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DAAA program shall be resolved within one hundred eighty (180) calendar days following receipt of SUBRECIPIENT'S audit by DAAA, otherwise disallowance of questioned costs shall be implemented, and SUBRECIPIENT shall be liable to DAAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 26 TAC §81.15, Appeal Procedures for Area Agency on Aging Contractors.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

SUBRECIPIENTS receiving funding under the \$750,000 threshold are required to have an

accounting of the previous year's operations on file during the annual review process.

XX. IDENTIFICATION OF HIGH RISK

DAAA may identify a contractor as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph __.12, 2 CFR Part 200, and HHS policies. DAAA may inform SUBRECIPIENT of the identification as high risk in writing. DAAA may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until DAAA determines SUBRECIPIENT has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by HHS, DAAA or its agents disclose deficiencies in SUBRECIPIENT'S performance, or its service providers supported under provisions of this contract, DAAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of SUBRECIPIENT by DAAA. Continued non-compliance or identification of unallowable or disallowable activities/actions/processes will result in sanctions or penalties or both in accordance with 26 TAC §81.13.

DAAA or SUBRECIPIENT may elect to terminate this contract upon ten (10) calendar days' written notice from the terminating party to the other party. SUBRECIPIENT, upon notification of termination, shall have the right to appeal such termination following procedures outlined by DAAA.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding to DAAA from HHS;
- b. Failure of SUBRECIPIENT to comply with any or all of the terms and conditions of this contract and any attachments thereto; or
- c. Mutual agreement between DAAA and SUBRECIPIENT.

In the event of termination, SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to DAAA within fifteen (15) calendar days after date of termination. DAAA shall reimburse those units of service, delivered in accordance with the contract, prior to termination.

At the date of termination, DAAA may require SUBRECIPIENT to transfer title and deliver to DAAA or to another authorized contractor any property acquired by Federal or State funds or assigned to SUBRECIPIENT by DAAA for the purposes of this contract.

SUBRECIPIENT may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and DAAA shall make no recovery. DAAA shall provide instructions to SUBRECIPIENT regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If SUBRECIPIENT has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if SUBRECIPIENT has received funds in excess of those actually earned, DAAA may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. DATA USE AGREEMENT (Attachment A)

SUBRECIPIENT agrees to abide by the terms and conditions as agreed and signed in the Data Use Agreement (DUA) Attachment 1 attached.

XXIV. ASSURANCES & CERTIFICATIONS (Attachment B)

SUBRECIPIENT hereby provides all assurances required by law as set forth in Attachment B of this contract. All assurances and certifications contained in Attachment B are hereby incorporated by reference into this contract for all purposes as if set forth fully herein. SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXV. DEBARMENT & SUSPENSION (Attachment C)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

SUBRECIPIENT certifies Attachment C to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

SUBRECIPIENT also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXVI. LIABILITY TO THIRD PARTIES

DAAA does not assume any liability to third persons, nor will DAAA reimburse SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

SUBRECIPIENT shall give DAAA or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against SUBRECIPIENT arising out of the performance of this contract. SUBRECIPIENT shall furnish immediately to DAAA copies of all pertinent papers received by SUBRECIPIENT in connection with any such suit, action or claim. DAAA or HHS shall have the option to intervene in such actions to represent their interests.

XXVII. CODE OF CONDUCT

SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

SUBRECIPIENT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of SUBRECIPIENT and no other public official or officer or member of the Board of SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVIII. INSURANCE AND LICENSING

SUBRECIPIENT shall secure licensing when appropriate and shall maintain adequate liability insurance to protect health and safety of clients and employees that comply with all applicable state and federal statutes. Proof of licensing and insurance shall be made available to monitoring agents upon request.

XXIX. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the service delivery shall be provided according to emergency management plans.

XXX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be in writing and shall be deemed given upon actual receipt or upon deposit in the United States Postal Service Post Office with the proper postage affixed and addressed to the parties indicated on Page 1 of the opening statement of this contract until due notice has been given of a change of address.

For DAAs:

Sharla Myers
Chief Executive Officer
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

For SUBRECIPIENT:

Name & Title

Address

City, State, Zip

XXXI. POLITICAL ACTIVITY

No funds under this contract may be used in any way to attempt to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT, if a recipient of Federal assistance exceeding \$100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXXII. SECTARIAN INVOLVEMENT

SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of HHS rule 26 TAC §69.16 and 2 CFR Part 200.

XXXIII. RIGHT TO APPEAL

Any applicant to provide services whose application or Proposal for Services is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200) has a right to appeal such action. The applicant shall give notice of appeal to DAAA within 10 days after it receives DAAA's action letter. Appeals Procedures adopted by HHS and codified at 26 TAC §81.15 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

In performance of obligations under this contract, SUBRECIPIENT shall act as an independent contractor and not as an agent, representative or employee of DAAA. No employee, agent, or representative of SUBRECIPIENT shall be considered an employee of DAAA nor be eligible for any benefits, rights or privileges afforded to DAAA employees.

SUBRECIPIENT shall not subcontract or assign work to be performed under the terms of this contract to a third party without prior written notification to DAAA and prior written consent from the DAAA Director. SUBRECIPIENT, in subcontracting any of the performance herein, understands and assures that its subcontractor shall comply with the terms and conditions of the contract.

XXXV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by SUBRECIPIENT. SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that DAAA shall not be liable for any costs incurred by SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from DAAA is obtained prior to the expenditure.

XXXVI. EMERGENCY MANAGEMENT

SUBRECIPIENT shall coordinate with the DAAA, the Texas Department of Public Safety, the

Federal Emergency Management Agency (FEMA), county and local government entities and engage in those activities that meet the needs of the elderly during and after natural, civil defense, and/or man-made disasters.

In the event of a disaster, whether man-made, natural or of a civil defense nature, SUBRECIPIENT will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XXXVII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXVIII. APPLICATION OF LAW & VENUE

All claims against DAAA by SUBRECIPIENT seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Dallas County.

In the case of claims requiring federal jurisdiction, filing shall be within the Federal court district in which alleged events occur or in which the DAAA administrative office resides.

XXXIX. SURVIVAL OF TERMS

The following portions of this Agreement shall survive termination: VI, XI, XII, XVII, XIX, XXI, XXII, XXV, XXIX, XXXIV, XXXV, XXXVII, and XXXVIII.

XXXX. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for SUBRECIPIENT agency.

FOR SUBRECIPIENT:

Typed Name of Authorized Official

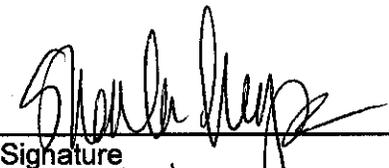
Signature of Official

Title of Authorized Official

Date

**FOR THE COMMUNITY COUNCIL OF
GREATER DALLAS/DALLAS AREA AGENCY
ON AGING:**

Sharla Myers
Chief Executive Officer



Signature

9/3/2021

Date

8/9/21 12:56 PM

Provider Name: City of Seagoville

AAA Name: Area Agency on Aging of Dallas County

Congregate Meals

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

- 1. Total Budgeted Expenses for Contract Year 1. \$ 40,026.17
- 2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	4,762	Other Funds Eligible Meals	200	Other Sources 5	0	
Program Income	228	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2. 5,190
- 3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 7.71

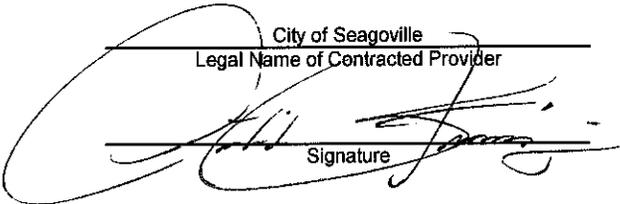
Reimbursement Calculation

- | | |
|---|------------------|
| 4. Projected NSIP per Meal Value | HHS OAAA
0.73 |
| 5. Rate Less NSIP per Meal Value | \$ 6.98 |
| 6. Mandatory Local Match of 10% | \$ 0.70 |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | \$ - |
| Required Cash Match | \$ 0.70 |
| 7. Proposed Meal Rate (Line 3 minus Line 6) | \$ 7.01 |

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Seagoville
 Legal Name of Contracted Provider

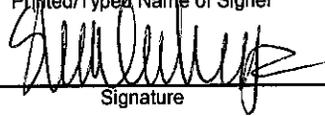

 Signature

Patrick Stallings
 Printed/Typed Name of Signer

08-10-2021
 Date

Area Agency on Aging of Dallas County
 Name of Area Agency on Aging

J HARLA MYERS
 Printed/Typed Name of Signer


 Signature

9/3/2021
 Date

8/9/21 12:40 PM

Provider Name: City of Seagoville

AAA Name: Area Agency on Aging of Dallas County

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Seagoville

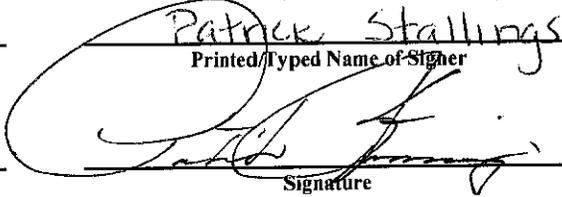
Name of Contracted Provider

08-10-2021

Date

Patrick Stallings

Printed/Typed Name of Signer



Signature

Signer Authority:

(check one)

Sole Proprietor

Partner

Corporate Officer

Association Officer

Board Member

Governmental Official

8/9/21 12:56 PM
 Provider Name: City of Seagoville
 AAA Name: Area Agency on Aging of Dallas County
 Region Number:

**Home Delivered Meals
 BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE**

1. Total Budgeted Expenses for Contract Year 1. \$ 42,216.17

2. Total Number of Anticipated Meals to be Provided by Funding Source

HHS OAAA	<u>4,762</u>	Title XX	<u>0</u>	Title XIX	<u>0</u>	
Program Income	<u>228</u>	Other Funds Eligible Meals	<u>200</u>	Other Funds - Non-Eligible Meals	<u>0</u>	2. <u>5,190</u>

3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 8.13

Reimbursement Calculation

		HHS OAAA & Title XX	Title XIX
4. Projected NSIP per Meal Value		<u>0.73</u>	<u>N/A</u>
5. Rate Less NSIP per Meal Value		<u>\$ 7.40</u>	<u>N/A</u>
6. Mandatory Local Match of 10%	<u>\$ 0.74</u>		
** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ -</u>		
Required Cash Match	<u>\$ 0.74</u>		<u>N/A</u>
7. Proposed Meal Rate (Line 3 minus Line 6)		<u>\$ 7.39</u>	<u>\$ 8.13</u>
8. Rate Cap Applicable to Title XIX, Title XX and HHS OAAA Common Providers		<u>\$ 5.31</u>	<u>\$ 6.12</u>
9. Excess of Cap Rate Reduction		<u>\$ (2.08)</u>	<u>\$ (2.01)</u>
Accepted Unit Rate for Current Year		<u>\$ 7.39</u>	<u>NA</u>

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Seagoville
 Legal Name of Contracted Provider

[Signature]
 Signature

Patrick Stallings
 Printed/Typed Name of Signer

08-10-2021
 Date

Area Agency on Aging of Dallas County
 Name of Area Agency on Aging

0
 Health and Human Services

SHARLA MYERS
 Printed/Typed Name of Signer

NA
 Printed/Typed Name of Signer

[Signature]
 Signature

Signature

9/3
 Date

Date

8/9/21 12:56 PM

Provider Name: City of Seagoville

AAA Name: Area Agency on Aging of Dallas County

Region Number:

**Home Delivered Meals
BUDGET WORKSHEET CERTIFICATION**

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Seagoville

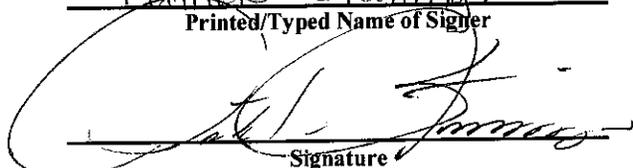
Name of Contracted Provider

08-10-2021

Date

Patricia Stallings

Printed/Typed Name of Signer


Signature

ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM

HHS CONTRACT NUMBER

539-11-0013-00001

The DUA between HHS and Contractor establishes the permitted and required uses and disclosures of Confidential Information by Contractor.

Contractor has subcontracted with City of Seagoville (Subcontractor) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. Subcontractor acknowledges, understands and agrees to be bound by the same terms and conditions applicable to Contractor under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. Contractor and Subcontractor agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right, but not the obligation, to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Contractor and Subcontractor assure HHS that any Breach as defined by the DUA that Subcontractor Discovers shall be reported to HHS by Contractor in the time, manner and content required by the DUA.

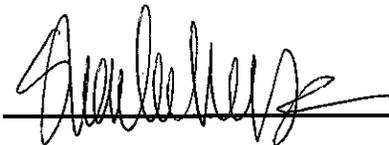
If Contractor knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by Subcontractor that constitutes a material breach or violation of the DUA or the Subcontractor's obligations, Contractor shall:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with Subcontractor, if feasible;
3. Notify HHS immediately upon Discovery of the pattern of activity or practice of Subcontractor that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps Contractor is taking to cure or end the violation or terminate Subcontractor's contract or arrangement.

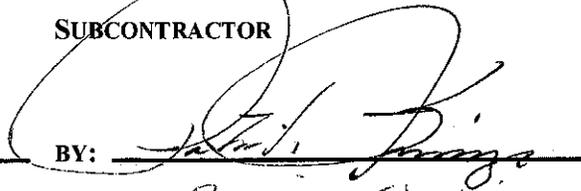
CONTRACTOR

SUBCONTRACTOR

BY:



BY:



NAME:

Sharla Myers

NAME:

Patrick Stallings

TITLE:

Chief Executive Officer

TITLE:

City Manager

DATE

9/3, 2021

DATE:

08-10, 2021

STANDARD ASSURANCES

The _____ submits this application as required under
(Applicant)

Title III of the Older Americans Act of 1965, as amended, and hereby agrees to administer the program in accordance with the regulation, policies and procedures prescribed by the Dallas Area Agency on Aging, the Commissioner on Aging, and Secretary of Health and Human Services.

1. The Applicant understands that the purpose of the Title III program is to foster the development of comprehensive and coordinated service system for older persons within the Planning and Service Area.

The primary objectives of this system are to secure and maintain independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and to remove individual barriers to economic and personal independence for older persons, including the provision of opportunities for employment and volunteer activities in the communities where older persons live.

2. The Applicant further understands that in order to achieve the purpose of the Title III program, the resources made available to the Applicant by the Area Agency on Aging are designed to:
 - (a) Draw in commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements directed toward maximum utilization of existing resources on behalf of older persons;
 - (b) Make existing supportive services more accessible to older persons in need through the development and support of services which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other supportive services; and
 - (c) Promote comprehensive services for the elderly through the development and support of supportive services which are needed by older persons, but which are not otherwise available.
3. The Applicant understands and agrees to follow priorities set by the Area Agency on Aging for serving older persons with greatest economic or social need with priority going to the frail elderly minority.

4. The applicant must specify how he intends to satisfy the needs of low-income minority individuals in the area served at least in the proportion that they represent the total population in the area served.

5. Authority and Capacity of Applicant

The Applicant assures that it has the authority to develop the application and the capacity to carry out a program pursuant to the application.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed by the US Civil Service Commission pursuant to Section 208 of the Intergovernmental Personnel Act of 1970 modifying or superseding such standards. Such methods will be maintained in the files of the Applicant and will be made available to the Area/State Agency upon request.

7. **Coordination with Social Security Act Programs**

The Applicant will provide for maximum coordination between its programs and activities under the application and the resources available under Title VI, XIX and XX of the Social Security Act.

8. **Contributions for Supportive Services and Nutrition Services**

The applicant will afford participants the opportunity to contribute all or part of the costs of the services provided. Each participant will be permitted to determine for himself what he is able to contribute toward the cost of the service. No older person shall be denied a service because of his failure to contribute all or part of the cost of such service. The Applicant will provide that the methods of receiving contributions from individuals will be handled in such a manner as not to publicly differentiate among individual's contributions.

9. **Prohibition of Means Test for Services**

The Applicant will provide all services funded by the Older Americans Act, as amended, without the use of any means test and will establish procedures and monitor all subcontractors to ensure that a means test is not used to determine eligibility for services.

10. **Licensure Requirements**

The Applicant will operate fully in conformance with all applicable Federal, State and local fire, health, safety and sanitation and other standards prescribed in law or regulations. The Applicant provides that where the State or local public jurisdictions require licensure for the provision of services, the applicant providing such services shall be licensed.

11. **Evaluation**

The Applicant will cooperate and assist in any efforts undertaken by the Area Agency on Aging, the Texas Department on Aging or the Administration on Aging to evaluate the effectiveness, feasibility and cost of activities under the application.

12. **Confidentiality**

The Applicant will ensure that no information about, or obtained from, an individual in its possession will be disclosed in a form identifiable with the individual without the informed consent of such individual. Lists of older persons compiled pursuant to the provision of (insert Applicant name) _____ will be used solely for the purpose of providing services, and only with the informed consent of each individual on the list.

13. Records and Reports

The Applicant will keep such records and make such reports in such form and containing such information as may be required by administrative rule or executive policy or as necessary to meet reporting requirements established by the Area Agency on Aging, State Agency, Administration on Aging, the Legislative Budget Board or any other funding authority.

The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of fund within the award, including the disposition of all monies received from the Area Agency on Aging, and the nature and amount of all charges claimed to be against such funds.

14. Equal Opportunity and Non-Discrimination

(a) The Applicant Agency has an equal employment opportunity policy implemented through an affirmative action plan for all aspects of personnel administration as specified by 5 CFR 900 607 (EEO regulation) and 5 CFR Part 900F (merit system regulation).

(b) All recipients of funds from the Area Agency are required to operate each program activity so that, when viewed in its entirety, the program or activity is readily accessible to and usable by handicapped persons. When structural changes are required, these changes shall be made as quickly as possible, in keeping with 45 CFR 84.11 et.seq.

(c) The Applicant will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352), and the regulations issued pursuant thereto. An Assurance of Compliance with such regulations is attached. Also, the Applicant further certifies that it has no commitments or obligations which are inconsistent with compliance with these or any other pertinent Federal Regulations and policies and that any other agency, organization, or party which participates in the implementation of the application will have no such commitments or obligations.

(d) In compliance with requirements of 45 CFR 80 and 45 CFR 84, all recipients of federal funds shall maintain a procedure to receive and resolve discrimination complaints. Notice of procedure will be made on a continuing basis.

All complaints will be informed in writing that subcontractor decisions may be appealed to the Area Agency on Aging.

(e) The Applicant will comply with the Age Discrimination in Employment Act of 1967. (29 USC 621 et.seq.)

15. Political Activities

The Applicant assures that it will comply with the provisions regarding political aid and legislative influence as cited in applicable sections of the State Appropriations Act, Section 5, Article 5 (SB 179; 68th Legislature).

16. Code of Conduct

Applicants shall maintain a written code or standard of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by Federal Funds. No employee, officer or agent of the grantee shall participate in selection, or in the award of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

The employee, officer or agent; any member of his/her immediate family, his or her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award.

The grantee's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

Grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

To the extent permitted by State or local law or regulations, such standards of conduct shall provide for penalties sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

17. Amendments to the Application

The Applicant assures that it will submit to the Area Agency on Aging for prior approval documentation of the necessity for any substantial changes, additions or deletions to the Grant Application.

18. The Applicant assures that it will comply with all Federal and State regulations and guidelines required by the Texas Department of Aging and Disability Services and the Area Agency on Aging.

19. Assistance for Elderly Disaster Victims

Upon declaration of a major disaster by the President, the Applicant will cooperate with the Area and State Agency to assess the extent of the disaster impact upon persons aged 60 years and over and to coordinate the public and private resources in the field of aging in order to assist older disaster victims.

20. The Applicant assures that they will comply with procedures the Area Agency has established for:

(a) Eligibility

The activities covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.

(b) Residency

No requirements as to duration of residence or citizenship will be imposed as a condition of participation in the applicant's program for the provision of services.

(c) Coordination and Maximum Utilization of Services

The Applicant, to the maximum extent, coordinates and utilizes the services and resources of other appropriate public and private agencies and organizations.

(d) Legal Assistance Services

The Applicant assures that no provider of legal assistance under Title III of the Older Americans Act, as amended, will be required to reveal any information that is protected by the attorney-client privilege.

(e) In Home Services

The in-home services provided by the Applicant under the provisions of Section 341 or the Older Americans Act, as amended, will be coordinated with State and local agencies and private nonprofit organizations which administer and provide services relating to health, social services, rehabilitation and mental health services.

(f) Outreach

The applicant will provide outreach efforts that will identify individuals eligible for assistance under the Older Americans Act and inform these individuals of the availability of such assistance. The outreach efforts will target older individuals with greatest economic or social need with particular attention to the low-income minority individuals, rural elderly and other individuals with severe disabilities.

21. The applicant will have procedures for obtaining the view of participants about the services they receive.

By _____
(President, Chairman of the Board, or comparable
authorized official)

(Typed Name) _____ Date _____

**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF
HEALTH AND HUMAN SERVICES REGULATION UNDER
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

_____ (hereinafter called the "Applicant")
Name of Applicant (type or print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issues pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal Financial Assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.

Date _____

Applicant (type or print)

Applicant's mailing address

By _____
Signature and Title of Authorized Official

AFFIRMATIVE ACTION PLAN

_____ HEREBY AGREES THAT IT WILL ENACT

(Authorized official for the applicant agency)

THIS AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take the necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of the agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following:

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or national origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The Equal Pay Act of 1963 which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The Age Discrimination Act which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration on Aging Program Instruction AoA-PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency", shall develop and implement an affirmative action plan for a single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

The Americans with Disability Act which guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

The Drug-Free Workplace Act of 1988 which directs the creation and maintenance of a workforce environment that is free of alcohol and drugs.

_____ is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United State Department of Agriculture or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? _____ YES NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification in all covered subcontracts and in solicitations for covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily

excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these items, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of agriculture, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor/grantee:

The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.

The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

City of Seagoville
NAME OF POTENTIAL CONTRACTOR/GRANTEE:

75-6000665
VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.


Signature of Authorized Representative

Patrick Stallings
Printed/Typed Name of Authorized Representative

08-10-2021
Date

City Manager
Title of Authorized Representative

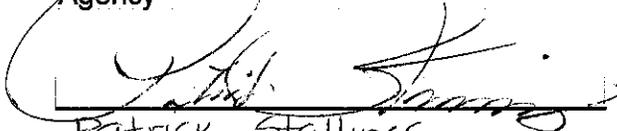
**AREA AGENCY ON AGING
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
2. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Seagoville Senior Center
Agency

08-10-2021
Date


Patrick Stallings
Name of Authorized Representative

City manager
Title of Authorized Representative

CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

I have read the Texas Administrative Code 40 TAC, Rule § 83.1 and hereby notify the Director of the Dallas Area Agency on Aging of a conflict of interest I hold.

If there is not a conflict of interest or potential conflict of interest, please select "No" for both questions, and sign and date.

Does the Applicant have as an officer, director, employee, consultant or owner (in whole or in part) who is?

- 1. Related to (see relationship key below) a current employee of the Community Council of Greater Dallas (CCGD) or Dallas Area Agency on Aging (DAAA), member of the CCGD Board of Directors or DAAA Advisory Council?

No
 Yes (If yes, please explain) _____

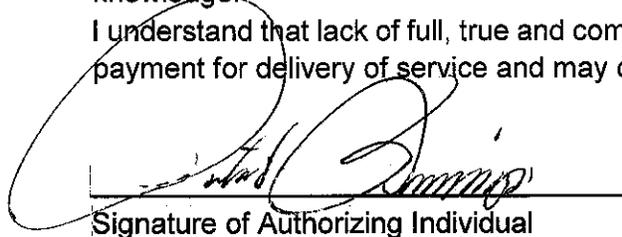
- 2. A person who is currently an employee of CCGD or DAAA or a member of the CCGD Board of Directors or DAAA Advisory Council, or a volunteer working within CCGD or DAAA programs?

No
 Yes (If yes, please explain: _____

Relationship key: Wife, Husband, Son, Daughter, Father, Mother, Brother, Sister, Stepson, Stepdaughter, Mother-in-law, Father-in-law, Spouse's sister, Spouse's brother

I certify that the information above is complete, true and correct to the best of my knowledge.

I understand that lack of full, true and complete disclosure may be grounds for withholding payment for delivery of service and may cause contract termination.


Signature of Authorizing Individual

Patrick Stallings
Printed Name and Title

08-10-2021
Date

Executive Session Agenda Item: 3

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

A. §551.087 – Deliberation Regarding Economic Development Negotiations – to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate in the City and with which the governmental body is conducting economic development negotiations and (2) pursuant to Texas Government Code Section 551.071 – Consultation with Attorney – to consult with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with Chapter 551, and as to both to wit:

- 1. Santorini Public Improvement District and Tax Increment Reinvestment Zone and Santorini Mixed Use Planned Development**
- 2. Stonehaven Public Improvement District and Planned Development**

B. § 551.071. Consultation with City Attorney: receive legal advice related to addressing and street name change.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 4

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Reconvene Into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

- A. §551.087 – Deliberation Regarding Economic Development Negotiations – to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate in the City and with which the governmental body is conducting economic development negotiations and (2) pursuant to Texas Government Code Section 551.071 – Consultation with Attorney – to consult with its attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with Chapter 551, and as to both to wit:
 - 1. Santorini Public Improvement District and Tax Increment Reinvestment Zone and Santorini Mixed Use Planned Development**
 - 2. Stonehaven Public Improvement District and Planned Development****

- B. § 551.071. Consultation with City Attorney: receive legal advice related to addressing and street name change.**

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 5

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Conduct a Public Hearing on a request to amend the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, by granting a change in zoning from Planned Development-Residential Single Family-5 (PD-20-02) to Planned Development- Residential Single Family-5 Amended (PD-20-02-A1) for three (3) tracts of land described as Tract I being approximately 135.08± acres commonly referred to as 2301 Simonds Road, 2219 Simonds Road, 2219 E. Simonds Road, and 1320 E. Stark Road and Tract 2 being approximately 22.95± acres of land commonly referred to as 2301 Simonds Road and, Tract 3 being approximately 88.96± acres of land located on the southeast corner of Stark Road and Lasater Road, all in the City of Seagoville, Dallas County, Texas.

BACKGROUND OF ISSUE:

The land is mostly used as ranch land, except for the home of the Wolfords. All lands are located southwest of Lasater Road between East Simonds Road and East Stark Road. The 135±acre Wolford tract and the Jones tract are contiguous to one another. The two Wolford tracts are separated by only an overhead power mainline on land that is owned by Texas Utilities Electric Company (Oncor).

Mickey Garner is representing his company of LJA Engineering, Inc. and property owners, Dennis & Janis Wolford as well as Richard Jones and Gary Jones, in their request to amend the current PD-20-02 (plan development with R-5, Residential Single Family, base zoning). The proposed development regulations to be revised include:

- Development in accordance with a submitted (to-be-approved by City Council) revised concept plan
- Reducing the minimum front building setback from 25-feet to 20 feet
- Reducing the minimum rear building setback from 20-feet to 15-feet
- Changing the location where the minimum lot width of 50-feet is measured from the along front or rear property line to the front building setback line
- Adding a regulation that the maximum lot coverage is 55%
- Adding regulations that the Amenity Center must include at a minimum:
 - A swimming pool,
 - Restroom facilities,
 - At least one (1) shaded cabana,
 - A playground area, and
 - An open play area separate from the playground

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report. The report also provides a recommendation from Staff on whether the P&Z should deny or approve the applicant's request.

A legal ad was published per the Texas Local Government Code in the Thursday, April 8, 2021 edition of the Daily Commercial Record newspaper. Including the parcels in the request, there are sixty-nine (69) properties plus part of eight (8) public streets and one (1) private street within 200-feet of the boundary of the request. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Wednesday, April 7, 2021. As of Thursday, April 22, 2021, no (zero) letters were returned as undeliverable by the U.S. Postal Service. No (zero) letters were returned against the request. Two (2) letters were returned in favor of the request. No one (zero) spoke for or against the request at the meeting.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Tuesday, August 31, 2021, edition of the Daily Commercial Record newspaper. The owners of each parcel were again notified in compliance with the 200-foot rule by mail on Wednesday, September 1, 2021. As of the date of this report, Wednesday, September 15, 2021, no (zero) letters were returned as undeliverable by the U.S. Postal Service and two (2) additional written responses have been received. One additional response was not marked in favor or against the request, but since it is from one of the subject property owners, staff believes it is in support of the application. The second additional response was from the other property owner and is in favor of the request. Staff will make the Council members aware of any additional responses received at their meeting.

FINANCIAL IMPACT:

Not applicable

RECOMMENDATION:

On April 19th, the Planning and Zoning Commission voted unanimously (five to zero) to recommend approval with conditions on the request to amend the PD-20-02 zoning on three tracts of land in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, from PD-R5 (Planned Development/R-5, Residential Single Family) to PD-20-02-A1 to amend the concept plan, the front and rear building setbacks, define where the lot width is measured, and define the maximum lot coverage. The conditions of approval were:

- Construction of 5-foot wide sidewalks along Stark Road, Simonds Road, Lasater Road, and Shannon Road with their pavement improvements.
- All other streets constructed with 4-foot wide sidewalks on both sides unless otherwise in plans.
- Internal HOA-trail system to have 4-foot sidewalks when trail is not within a street right-of-way.
- Masonry screening walls where rear or side yards attach to the right-of-way of Stark, Lasater, and Simonds Roads.

Staff supports the request with the listed conditions.

EXHIBITS:

Each of the following are set for printing on letter-sized paper unless otherwise listed.

1. Staff Report (7 pages)
2. 2019 aerial photograph from DCAD website
3. Dimensional reference map from DCAD website
4. Zoning map reference (dimensional map with zoning added) – updated from P&Z meeting
5. Jurisdictional map from DCAD website (limits for cities, zip codes, and school districts)
6. Floodplain Map from DCAD website
7. Application packet
 - A. Application from brothers Richard Jones and Gary Jones
 - B. Application from husband and wife Dennis and Janis Wolford
 - C. Proposed development regulation changes (2 pages)
 - D. Building elevations (15 pages)
 - E. Revised concept plan for Stonehaven (2 pages of 11 x 17)
 - F. Amenity Center concept
8. Legal notice to newspaper
 - A. For Planning and Zoning Commission meeting
 - B. For City Council meeting
9. Legal notice to neighbors
 - A. Letter of Planning and Zoning Commission meeting (2 pages)
 - B. Responses received (2 pages)
 - C. Notice of City Council meeting (2 pages)
 - D. Additional responses received (2 pages)
10. List of property owners within 200 feet of subject parcels (3 pages)
11. Ordinance 05-2020 (15 pages)
12. Applicant's presentation (12 pages)



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

DATE: SEPTEMBER 20, 2021
AUTHOR: JENNIFER BONNER, PLANNER
APPLICANTS: LJA ENGINEERING, INC.; RICHARD JONES & GARY JONES; AND DENNIS & JANIS WOLFORD
LOCATION: TRACTS 8, 8.1, 10, 11, 12, 15, AND 15.1 OF HERMAN HEIDER ABSTRACT 541; LOT 1 BLOCK 1 WOLFORD ADDITION; AND LOT 3 BLOCK 1 NABORS ADDITION RE-PLAT

REQUEST SUMMARY:

The applicants are asking to amend the current PD-R5 zoning (a planned development) for a residential subdivision of detached single family houses. The changes associated with the request are a reduction in the front and rear building setback, a definition of where the lot width is measured, defining a maximum lot coverage, and a new concept plan.

The subdivision and planned development will be located on the 245± acres that are outlined in green and the parcels that are under the nine yellow stars outlined in red in the photograph to the right. The fully developed subdivision will have approximately 700-800 detached single family houses. There are planned at least eight (8) areas of open space with another dozen or so areas of common spaces along street right-of-ways and the subdivision boundary. Some of the open spaces have existing lakes or ponds that will remain. Other open spaces will be provided under the overhead electric lines. Part of the land that will also remain as an open space is delineated by the Federal Emergency Management Agency and U.S. Corps of Engineers as a regulated floodplain.



REQUEST LOCATION: Inside City; Dallas County

SIZE OF PROJECT	EXISTING ZONING
Approximately 245± acres	R-2, Single Family Residential
SURROUNDING ZONING	
Northeast: PD-R5, Plan Development with R-5 base zoning <i>and</i> City of Mesquite Northwest: PD-R2, Plan Development with R-2 base zoning <i>and</i> City of Dallas Southeast: AG, Agriculture Southwest: R-1, Single Family Residential <i>and</i> PD, Plan Development with mixture of base zonings	
EXISTING LAND USE	SURROUNDING LAND USE
Vacant except for one home	Low Density Residential

PLANNING & ZONING COMMISSION RECOMMENDATION:

On April 19th, the Planning and Zoning Commission voted unanimously (five to zero) to recommend approval with conditions on the request to amend the PD-20-02 zoning on three tracts of land in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, from PD-R5 (Planned Development/R-5, Residential Single Family) to PD-20-02-A1 to amend the concept plan, the front and rear building setbacks, define where the lot width is measured, and define the maximum lot coverage. The conditions of approval were:

- Construction of 5-foot wide sidewalks along Stark Road, Simonds Road, Lasater Road, and Shannon Road with their pavement improvements.
- All other streets constructed with 4-foot wide sidewalks on both sides unless otherwise in plans.
- Internal HOA-trail system to have 4-foot sidewalks when trail is not within a street right-of-way.
- Masonry screening walls where rear or side yards attach to the right-of-way of Stark, Lasater, and Simonds Roads.

Planning & Zoning Commission makes recommendation to the City Council, which makes the final decision.

Detailed explanations follow on the attached pages.	
STANDARD:	ANALYSIS:
Development Calendar (Deadlines)	Has Met
Application(s) Requirements	Has Met
Future Land Use	Has Met
Master Thoroughfare Plan	Has Met
Zoning Code	Has Not Met

COMPARISON TO ADOPTED CITY MASTER PLANS

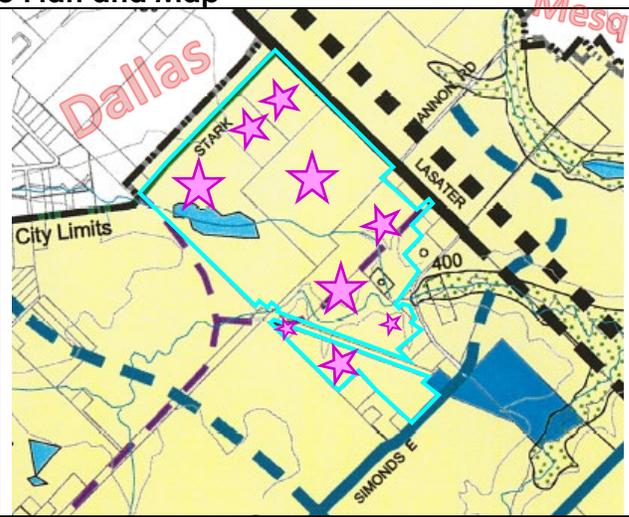
STAFF ANALYSIS

PLAN GOALS OR GUIDELINES

2002 Future Land Use Plan and Map

The subject parcels are outlined in light blue and under the light pink stars outlined in the darker pink/purple. This entire area of Seagoville is in an area expected to remain as Low Density Residential (light yellow color).

Meets Standard



Mesquite

2006 Thoroughfare Plan and Map

The subject parcels are outlined in light blue and under the light pink stars outlined in the darker pink/purple. The properties currently have access via East Stark Road (future Major Collector requiring a total of 80-feet of right-of-way), Lasater Road (future Major Arterial requiring a total of 120-feet of right-of-way for East Simonds Road (future Major Arterial requiring a total of 120-feet of right-of-way). Each of these perimeter streets will be improved with this development. The concept plan also calls for a 5 new internal streets that will provide cross-access through the areas under the overhead electric lines plus the construction of Shannon Road as a future Minor Collector (requiring a total of 60-feet of right-of-way) and over 30 other internal streets.

Meets Standard



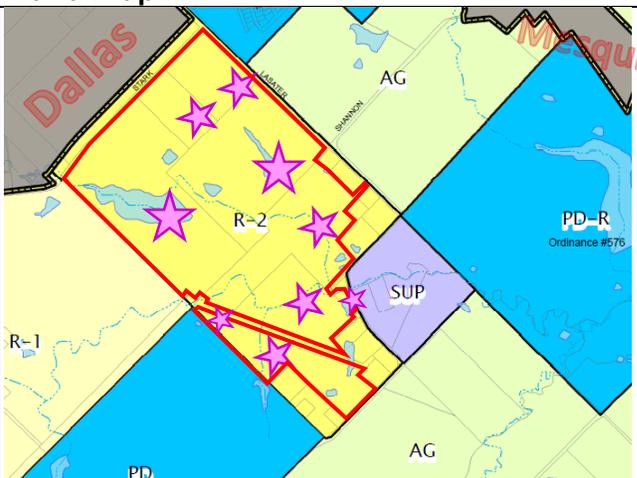
Mesquite

2009 Zoning Plan and Map

The planned development encompasses about 245± acres of mostly unimproved land outlined in red and under the light pink stars outlined in the darker pink/purple.

The applicants are requesting the approval of a new concept plan in addition to the reduction of the front and rear setback for the development be reduced to match Highland Meadows to the northwest across Lasater Road. The request is also defining where the lot width would be measured, defining the maximum lot coverage, and the amenities to be located at the Amenity Center.

Meets Standard



Mesquite

REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the development provide for a superior design of the lots or buildings?	Yes	The existing PD regulations allow for narrower lots than the existing R-5 district in exchange for a mixture of home sizes. New building elevations are provided in Exhibit 7D.
2. Will the development or land use provide for increased recreation and open space opportunities for public use and enjoyment?	Yes	The existing PD regulations and concept plan calls for at least 8 open areas are planned with the development. The proposed concept plan would increase the number of open areas by adding common areas along street right-of-ways and the subdivision's boundary.
3. Will the development or land use provide amenities or features that would be of special benefit to the property users or to the overall community?	Yes	The existing PD regulations and concept plan calls for the developer provide open spaces at existing lakes or ponds that will remain, the overhead electric lines, and the areas regulated by the Federal Emergency Management Agency and U.S. Corps of Engineers as a regulated floodplain. These areas are now more clearly defined with the proposed concept plan.
4. Will the development or land use protect or provide natural amenities and environmental assets?	Yes	One open space area is a regulated floodplain. Some of the existing lakes and ponds may be able to serve as the required detention ponds for addressing the needed control of increased stormwater runoff from this development into the creek and regulated floodplain to protect downstream neighbors from flooding.
5. Will the development or land use protect or preserve existing historical buildings, structures, features, or places?	No	There are no identified locations at this time that have been identified for historical protection or preservation.
6. Will the development or land use provide an appropriate balance between the intensity of the development and the ability to provide adequate supporting public facilities and services?	Yes	The development will expand the existing water and sanitary sewer services into this area of Seagoville. A Public Improvement District or similar financial option is planned to help pay for the construction, installation, and maintenance of the needed off-site city water and sanitary sewer mains.
7. Will the development or land use meet or exceed the planned development regulations?	Yes	The existing PD regulations and concept plan calls for the lot dimensions shown on this concept plan are not less than 50-foot wide by 110-foot deep. Only those lots in the elbow of a street or in a cul-de-sac are allowed to shorter side dimensions (not be less than 90-foot).
8. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	All utility services will be required to be designed, engineered and operated to protect public health, safety, and welfare. Currently no water nor sanitary sewer are available. The developer is working with the City to extend services to this area.
9. Will the land use be compatible with other area properties located nearby?	Yes	Within 0.33-mile of this development, the land uses are almost exclusively detached single family homes.
10. Will the use be in compliant with all provisions of the zoning amendments portion of the Municipal Code?	Yes	The requirements for the change in zoning have been met (application, legal notifications, etc.).
11. Will the use be compliant with all applicable provisions in the Code for the district in which the use is to be located?	Yes	The primary land use in the proposed base zoning district will be residential.
12. Will the use facilitate public convenience at that location?	Yes	The development will have points of access on East Stark Road, East Simonds Road, and Lasater Road.
13. Will the use conform to off-street parking and loading requirements?	Yes	This requirement will have to be met at the time the construction plat, and later the final plat, are submitted.

**STAFF REPORT
Z2021-08**

REVIEW CRITERIA	STAFF ANALYSIS	
14. Are the ingress, egress, and pedestrian ways adequate?	Yes	All ingress and egress ways will be constructed by the developer's contractor as part of the site's development. Improvements will include construction of sidewalks and ramps.
15. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	This request is not asking for or providing any new safeguards from the current PD regulations.
16. Will the proposed landscaping and screening be compliant with all City regulations?	Yes	Since no detailed landscaping or screening information for the subdivision was provided, it will be required to meet code-defined minimums with its construction plat submittal and approval.
17. Will the signage be compliant with those portions of the Municipal Code?	Yes	Signage for this site will be limited to those allowed by code. Signage is a separate review conducted by Staff.
18. Will all open space(s) be maintained by the owner/developer?	Yes	The property owner will be required to maintain the property until the development is complete, when maintenance will be turned over to either private lot owners or a homeowners' association.
19. Are the size and shape of the site as well as the arrangement of the proposed structure(s) in keeping with the intent of the Code?	Yes	The submitted request is not asking for any change in the PD regulations related to the size or shape of the lots in the development. It is asking for approval of a new concept plan.
20. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	No	Some of these regulations are allowed by code to be changed if part of a PD. Each change is required to be defined in the subdivision's regulating ordinance. A list of the requested changes from city codes can be found in attached Exhibit 7c. These include a reduction in the front and rear setbacks, defining where the lot width is measured, defining the maximum lot coverage, and providing a new concept plan.
21. Have the provisions of the existing master thoroughfare plan been met to protect the public interest?	Yes	The quantities of dedicated right-of-way for East Stark Road, East Simonds Road, Shannon Road, and Lasater Road and their constructed cross-sections will each be required to meet the 2006 Thoroughfare Plan.
22. Have the provisions of any existing future land use plan been met to protect the public interest?	Yes	Chapter 5 (Future Land Use) of the 2002 Comprehensive Plan calls for this area to be Low Density Residential.
23. Have the provisions of any existing capital improvements plan been met to protect the public interest?	N/A	There currently is no active capital improvement plan.
24. Have the provisions of any community facilities plan been met to protect the public interest?	Yes	Chapter 6 (Parks, Recreation, and Open Space) and Chapter 7 (Infrastructure Systems) of the 2002 Comprehensive Plan discuss community facilities. Changing the zoning is not affected by these chapters of the Plan.
25. Have the provisions of any other adopted document for providing required necessary public facilities been met to protect the public interest?	N/A	Chapter 8 (Public Facilities) of the 2002 Comprehensive Plan addresses municipal facilities primarily. Changing the zoning is not affected by these chapters of the Plan.

Public Comments Received: A legal ad was published per the Texas Local Government Code in the Thursday, April 8, 2021 edition of the Daily Commercial Record newspaper. Including the parcels in the request, there are sixty-nine (69) properties plus part of eight (8) public streets and one (1) private street within 200-feet of the boundary of the request. The owners of each parcel were notified in compliance with the 200-foot rule by mail on

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Other staff comments: Below is a table that compares land uses listed in the municipal code for each relevant zoning district. Reference the table to the right to determine which symbols depict land uses that would be permitted or require a special use permit. Any other land use would be prohibited. The land use table is arranged alphabetically.

Key to Land Uses:	Zoning Districts:
P = Permitted land use	R-2, Residential Single Family
SUP = Special Use Permit required	R-5, Residential Single Family
Blank = <i>prohibited</i>	PD-20-02-A1, this application

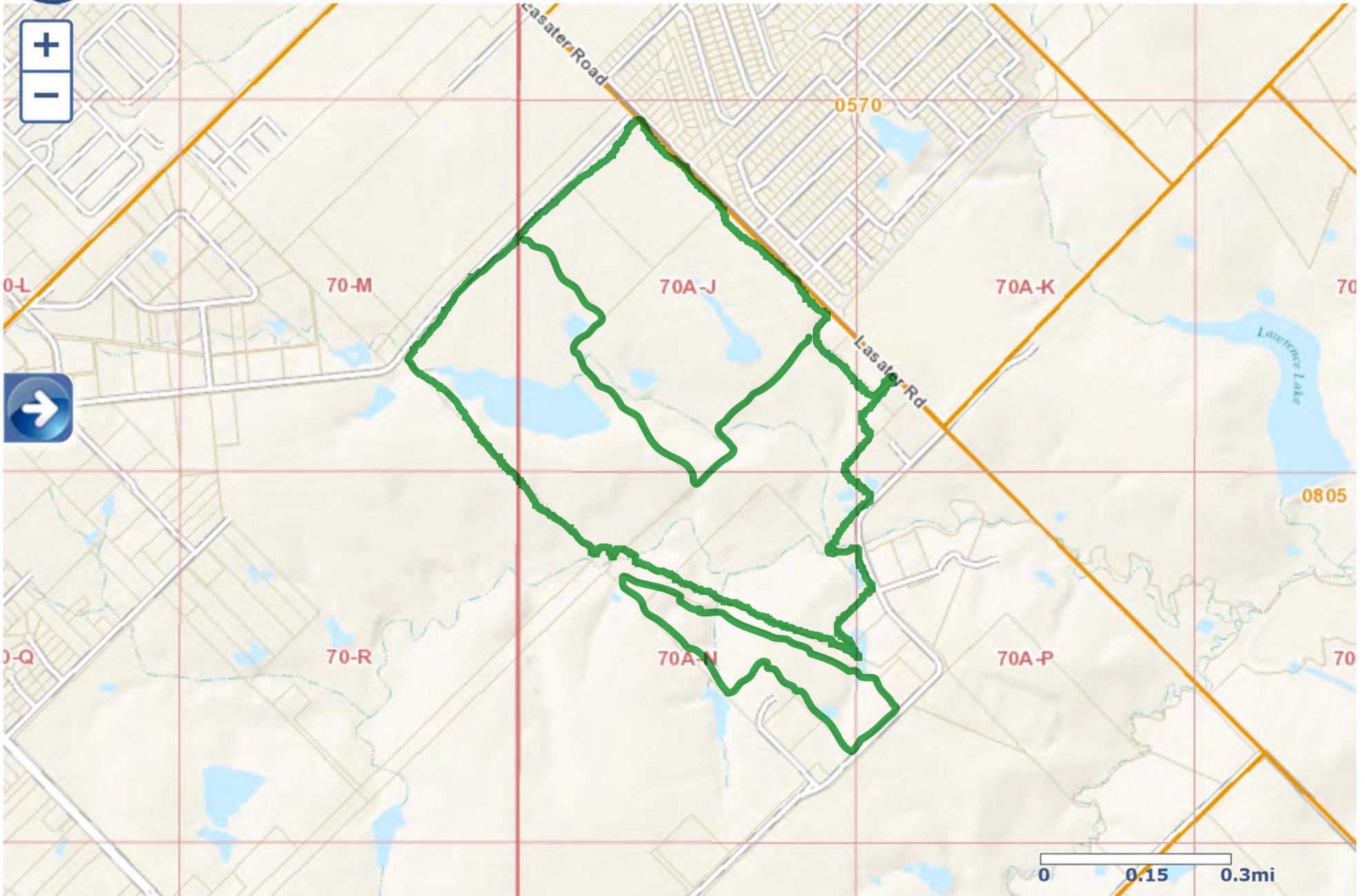
Type of Use	Zoning District	Residential		PD-20-02-A1
		R-2	R-5	
Accessory buildings		P	P	P
Addition of pre-packaged food or beverages sales to a retail or business already operating		SUP	SUP	SUP
Airport or airport facilities		SUP	SUP	SUP
Amenity Center				P
Art gallery		P	P	P
Breezeway attaching accessory to the main building		P	P	P
Carnival		SUP	SUP	SUP
Cemetery		SUP	SUP	SUP
Children’s home on 5 acres or more		SUP	SUP	SUP
Church or religious worship facility		P	P	P
Circus		SUP	SUP	SUP
Commercial amusement, temporary		SUP	SUP	SUP
Community building on 3 acres or more		SUP	SUP	SUP
Concrete batching plant		SUP	SUP	SUP
Convalescent home on 5 acres or more		SUP	SUP	SUP
Daycare or nursery with fewer than four unrelated children		P	P	P
Daycare or nursery with more than four unrelated children		SUP	SUP	SUP
Detached dwelling for servants employed on-site		P	P	P
Dog kennels on farm of 5 acres or more		SUP	SUP	SUP
Drive-in theatre on 10 acres or more		SUP	SUP	SUP
Driving range		SUP	SUP	SUP
Earth excavation		SUP	SUP	SUP
Educational institutions		SUP	SUP	SUP
Electrical public utility regulating station		SUP	SUP	SUP
Farm without on-site retail or wholesale business		P	P	P
Fire station		P	P	P
Garden without on-site retail or wholesale business		P	P	P
Golf course without driving range		P	P	P
Government use - local, county, state, federal		SUP	SUP	SUP
Gravel excavation		SUP	SUP	SUP
Greenhouse		SUP	SUP	SUP
Greenhouse without on-site retail or wholesale business		P	P	P

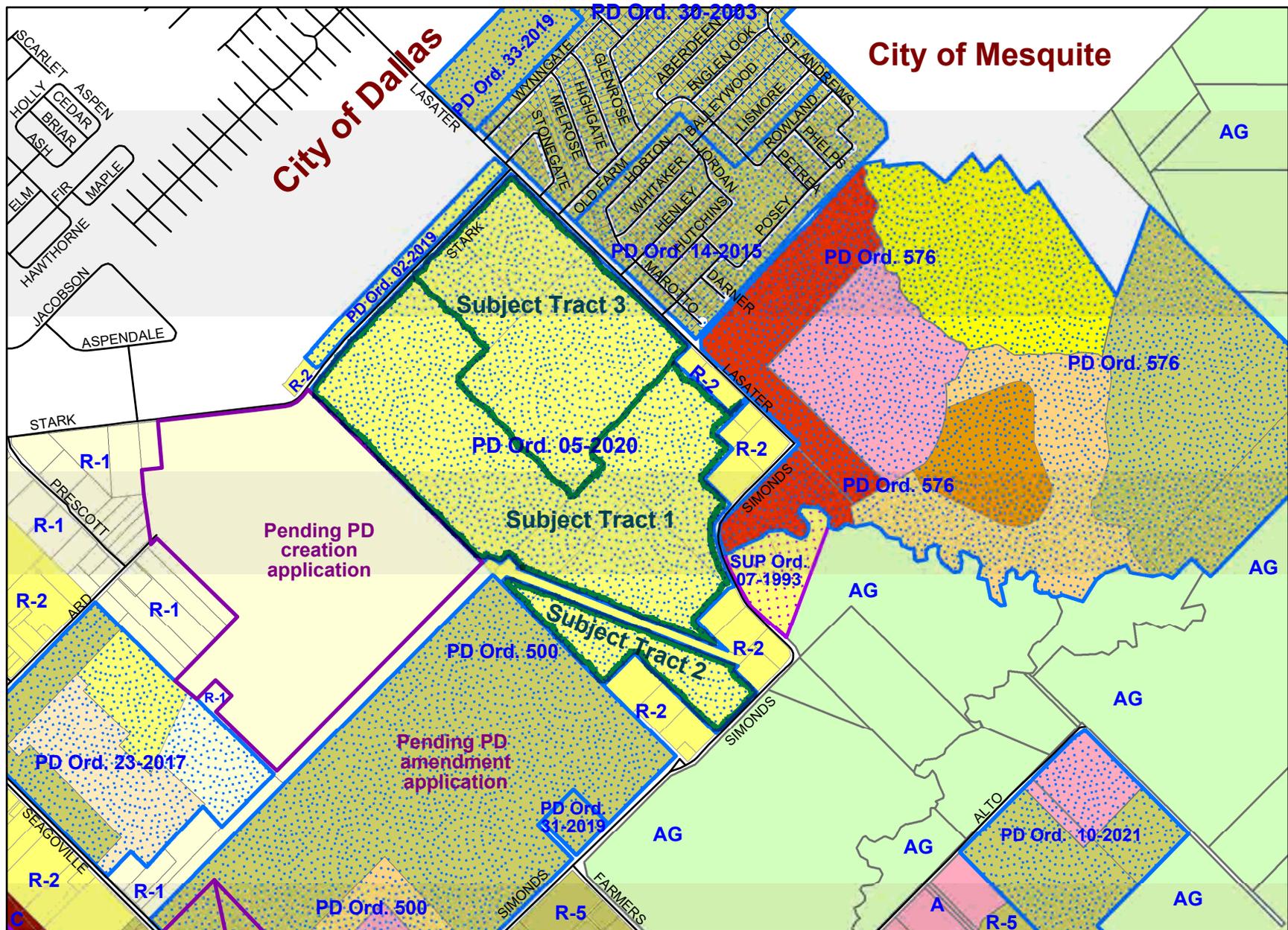
**STAFF REPORT
Z2021-08**

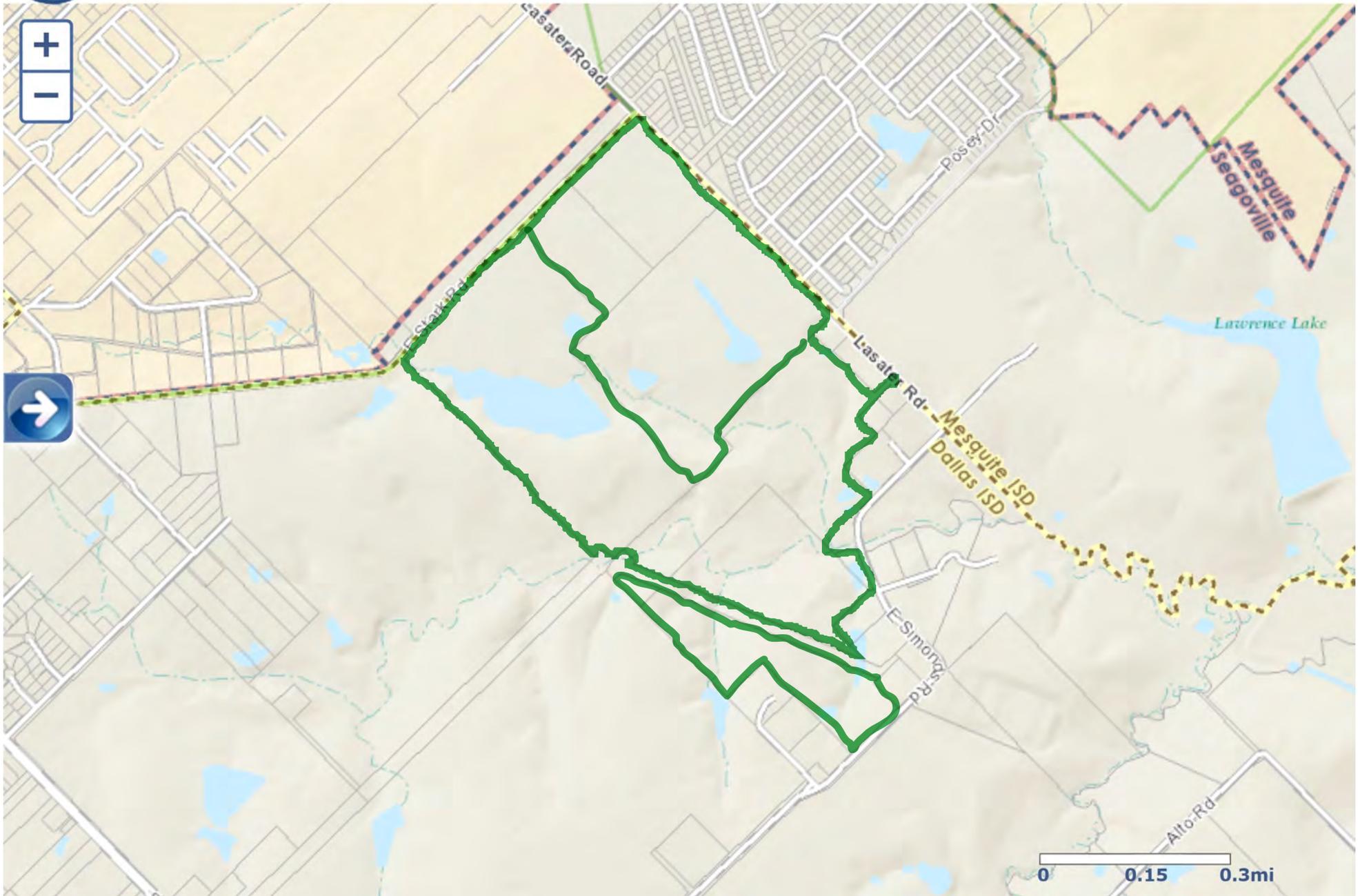
Type of Use	Zoning District		PD-20-02-A1
	R-2	R-5	
Homes for narcotics on 20 acres or more	SUP	SUP	SUP
Homes for the alcoholic on 20 acres or more	SUP	SUP	SUP
Homes for the feeble-minded on 20 acres or more	SUP	SUP	SUP
Homes for the insane on 20 acres or more	SUP	SUP	SUP
Hospital on 5 acres or more	SUP	SUP	SUP
Kindergarten - public or private	SUP	SUP	SUP
Landing airfield or facilities	SUP	SUP	SUP
Library	P	P	P
Maternity home on 5 acres or more	SUP	SUP	SUP
Miniature golf course	SUP	SUP	SUP
Miniature train ride	SUP	SUP	SUP
Mixed-Use projects of private housing and shopping center on 3 acres or more	SUP	SUP	SUP
Museum	P	P	P
Natural gas public utility regulating station	SUP	SUP	SUP
Neighborhood recreation center (swimming pool, social or hobby rooms)	P	P	P
Normal household pets	P	P	P
Nursery	SUP	SUP	SUP
Nursery school - public or private	SUP	SUP	SUP
Nursery without on-site retail or wholesale business	P	P	P
Old people's home on 5 acres or more	SUP	SUP	SUP
Orchard without on-site retail or wholesale business	P	P	P
Park	P	P	P
Passenger train station	P	P	P
Philanthropic institutions	SUP	SUP	SUP
Playgrounds	P	P	P
Pony rides	SUP	SUP	SUP
Private carport and/or garage	P	P	P
Private school, equivalent to a public school	P	P	P
Public school (elementary through high school)	P	P	P
Public stable on 5 acres or more	SUP	SUP	SUP
Public utility - privately or publicly owned	SUP	SUP	SUP
Radio or television broadcasting stations	SUP	SUP	SUP
Radio or television broadcasting towers	SUP	SUP	SUP
Radio or television transmitter tower	SUP	SUP	SUP
Railway ROW & tracks, but no railroad yards, team tracks or storage yards	P	P	P
Religious institutions	SUP	SUP	SUP
Riding academy on 5 acres or more	SUP	SUP	SUP
Rock quarry	SUP	SUP	SUP
Rodeo	SUP	SUP	SUP
Sale of pre-packaged food/beverages, in combination, that exceeds 10% of an establishment's gross annual sales revenues	SUP	SUP	SUP
Sand excavation	SUP	SUP	SUP
Sewage treatment plant	SUP	SUP	SUP
Single-family residence (detached)	P	P	P
Telephone exchange without office, repair or storage facilities	P	P	P
Temporary and seasonal sales establishment, such as flea market or produce stand	SUP	SUP	SUP
Temporary buildings to be used for construction purposes only	P	P	P
Travel trailer park	SUP	SUP	SUP
Veterinary hospital on 5 acres or more	SUP	SUP	SUP
Water pumping plant	P	P	P
Water supply reservoir	P	P	P
Water tower or artesian well	P	P	P
Wind energy conversion system (WEC)	SUP	SUP	SUP

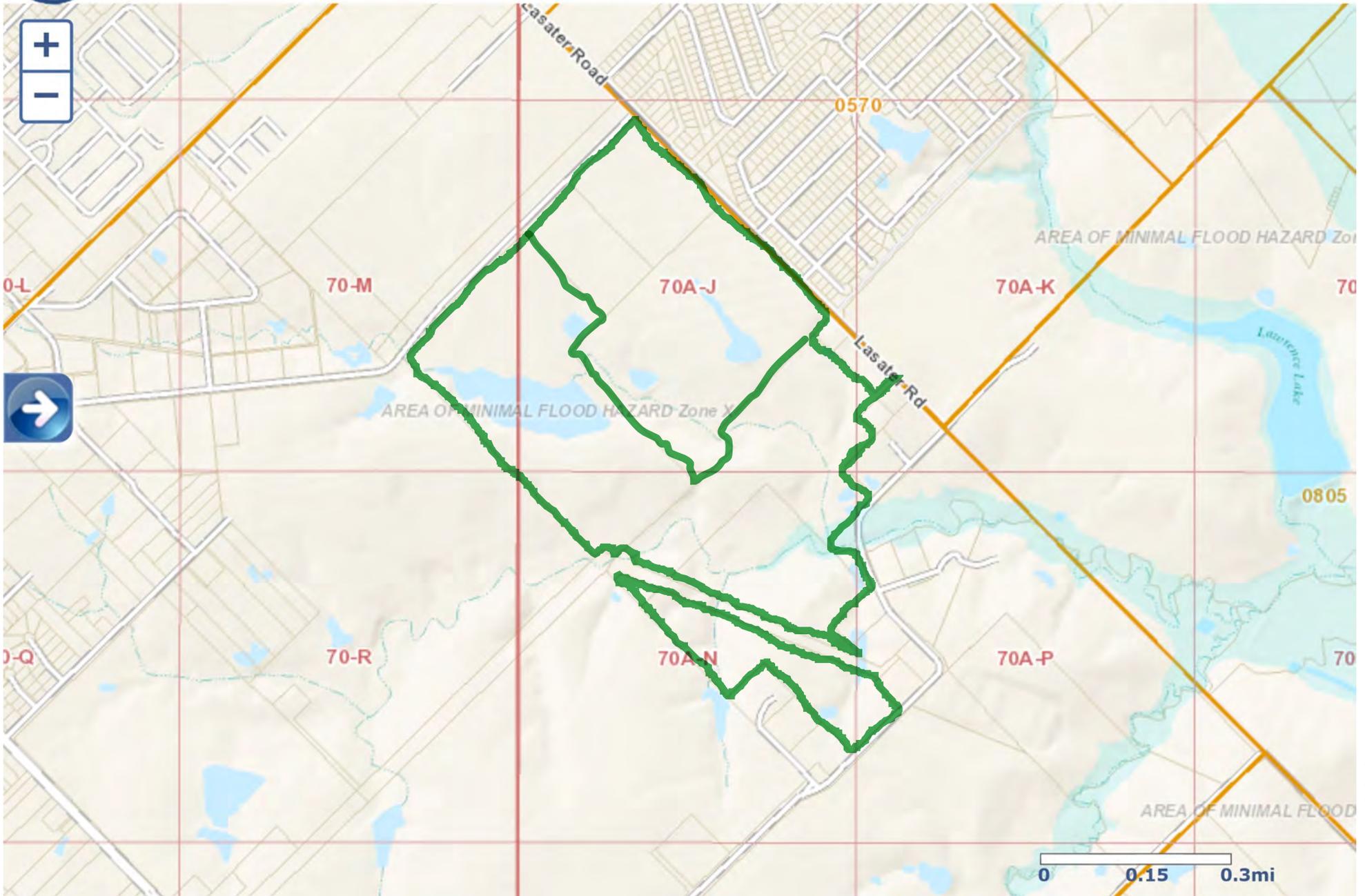
	Standard R-2 district	PD-20-02	Proposed PD-20-02-A1
Uses	Code Section 25.02.081 (summarized in land use table)	Any use permitted in the R-2 zoning classification of the Zoning Ordinance plus an amenity center	Unchanged from PD-20-02 except defines amenities at amenity center
Min. Lot Area	9,000 square feet	5,500 square feet	Unchanged from PD-20-02
Min. Lot Width	75-feet	50-feet	Unchanged from PD-20-02
Min. Lot Depth	120-feet	110-feet except in cul-de-sacs and street elbows where the requested minimum would be 90-feet	Unchanged from PD-20-02
Max. Lot Coverage	40%	40%	55%
Required Front Yard	30-feet	25-feet	20-feet
Required Side Yard - Interior	6-feet	5-feet	Unchanged from PD-20-02
Required Side Yard - Corner	double frontage requires 30-foot setback on each street	10-feet on non-frontage street side	Unchanged from PD-20-02
Required Rear Yard	minimum 20% of total lot depth; maximum 24-feet	20-feet	15-feet
Max. Height - Primary Structure	2-1/2 stories	2-1/2 stories	Unchanged from PD-20-02
Max. Height - Accessory Structure	2-1/2 stories	2-1/2 stories	Unchanged from PD-20-02
Min. Dwelling Size	2,000 square feet	1,600 square feet with at least 70% of the homes having at least 1,700 square feet	Unchanged from PD-20-02
Exterior Wall Materials	Code Section 25.02.712 : 80% front and rear walls plus 100% side walls as masonry	80% on all exterior walls; same house elevations not to be duplicated within 3 lots on same side of street nor within 3 lots on opposite sides of a street; <u>Staff comments</u> : Local exterior building material requirements are unenforceable under a state law that went into effect on September 1, 2019. New law does state that materials must meet the requirements of the currently adopted International Building Code (IBC).	Unchanged from PD-20-02
Min. Off-Street Parking Required	2 off-street parking spaces per dwelling unit; Minimum 400 square foot garage structure per dwelling unit; No structure in front yard setback; Public assembly uses require one parking space for every 5 seats (or fraction thereof)	2-car garages with either front or side entries; Garage doors to have an enhanced aesthetic design	Unchanged from PD-20-02













ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 4/27/21 City Council: _____

DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
- Planned Development (PD) – see Zoning Ordinance for special requirements and procedures (Amendment)
- Specific Use Permit (SUP) – see Zoning Ordinance for special requirements and procedures

Name of Subdivision or Project: Stonehaven

Physical Location of Property: Southern corner of the Lasater Rd/Stark Rd intersection

[General Location -- approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): 246.965 total acres across 3 tracts in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, TX

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: ±87 of 246.965 Existing Zoning: PD-20-02 Requested Zoning: Amended PD-20-02

[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Richard Jones & Gary Jones

Applicant or Owner? (Circle one)

Contact Person: Richard Jones

Title: -

Company Name: _____

Street/Mailing Address: 2327 W Alamosa Dr City: Terrell State: TX Zip: 75160

Phone: (936) 520-3086 Fax: () Email Address: rccmj@comcast.net

Engineer / Representative's Name: Mickey Garner

Contact Person: Mickey Garner

Title: Project Manager

Company Name: LJA Engineering, Inc.

Street/Mailing Address: 6060 N Central Expressway, Suite 400 City: Dallas State: TX Zip: 75206

Phone: (469) 236-3110 Fax: () Email Address: mgarner@lja.com

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

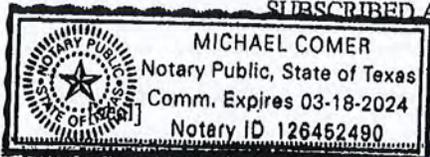
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.

All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: [Signature] Title: _____ Date: 23 March 2021



SUBSCRIBED AND SWORN TO before me, this the 23 day of March, 2021
Notary Public in and for the State of Texas: [Signature]
My Commission Expires On: 3-18-24

Office Use Only: Date Rec'd: 3/29/2021 Fees Paid: \$ 1500 Check #: VisA Receipt #: 663640
Zoning Case # 22021-08 Accepted By: [Signature] Official Submittal Date: 3/29/2021



ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 4/27/21 City Council: _____
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
- Planned Development (PD) – see Zoning Ordinance for special requirements and procedures (Amendment)
- Specific Use Permit (SUP) – see Zoning Ordinance for special requirements and procedures

Name of Subdivision or Project: Stonehaven

Physical Location of Property: Southern corner of the Lasater Rd/Stark Rd intersection

[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): 246.965 total acres across 3 tracts in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, TX

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: ±159 of 246.965 Existing Zoning: PD-20-02 Requested Zoning: Amended PD-20-02

[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Dennis Wolford & Janis Wolford

Applicant or Owner? (circle one)

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email Address: _____

Engineer / Representative's Name: Mickey Garner

Contact Person: Mickey Garner Title: Project Manager

Company Name: LJA Engineering, Inc.

Street/Mailing Address: 6060 N Central Expressway, Suite 400 City: Dallas State: TX Zip: 75206

Phone: (469) 236-3110 Fax: () _____ Email Address: mgarner@lja.com

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

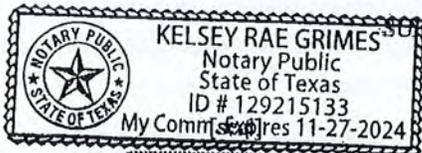
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I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: [Signature] Title: Owner Date: 3-24-21



WITNESSED AND SWORN TO before me, this the 24th day of MARCH, 2021
[Month] [Year]
Notary Public in and for the State of Texas: [Signature]
My Commission Expires On: 11/27/2024

Office Use Only: Date Rec'd: 3/29/2021 Fees Paid: \$ 1500 Check #: Visa Receipt #: 663640
Zoning Case # 22021-08 Accepted By: [Signature] Official Submittal Date: 3/29/2021



6060 N Central Expy, Suite 400
 Dallas, Texas 75206
 www.ljaengineering.com
 Phone: (469) 621-0710

LETTER OF TRANSMITTAL

To: City of Seagoville
Planning Department
702 US-175 Frontage Rd
Seagoville, TX 75159

Date: 03/29/2021
LJA Job No: NT680-0067
Attention:
Re: Stonehaven Zoning Submittal
PD Amendment
VIA: In-person dropoff

WE ARE SENDING YOU the following items:

- Shop Drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of Letter
 Change Order
 Other

Copies	Date	Description
3	March 2021	24"x36" – Concept Plan Provided as Exhibit 7D
3	March 2021	24"x36" – Concept Plan w/ Dimensions Provided with Exhibit 7D
3	March 2021	PD Amendment Document Provided as Exhibit 7C
1	March 2021	Zoning Application (Jones) Provided as Exhibit 7A
1	March 2021	Zoning Application (Wolford) Provided as Exhibit 7B
1	March 2021	Elevation Exhibits <i>Not include since in presentation</i>
1	March 2021	Legal Description <i>Not included since does not change</i>
1	March 2021	CD Containing Concept Plan PDF <i>Not included since digital</i>

THESE ARE TRANSMITTED as checked below:

- For approval
 Approved as submitted
 Resubmit ___ copies for approval
 For your use
 Approved as noted
 Submit ___ copies for distribution
 As requested
 Returned for corrections
 Return ___ corrected prints
 For review & comment
 For signatures

 FOR BIDS DUE _____
 Prints returned after loan to us

REMARKS: Please see the included documents for the Stonehaven PD amendment.

(O): 214-451-0879

Copy: _____

SIGNED: _____

March 29, 2021

City of Seagoville
Planning & Zoning Department
702 US-175 Frontage Rd
Seagoville, TX 75159

Re: PD-20-02 Amendment

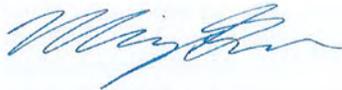
Dear Planning & Zoning Commission:

On behalf of the owners and developers, I respectfully request the following amendments to the existing PD-20-02 zoning per Ordinance 05-2020, Section 2 for three tracts totaling approximately 247 acres as shown in the concept plan:

- B. Reduction in minimum front yard setback from 25-feet to **20-feet**
- C. Reduction in minimum rear yard setback from 20-feet to **15-feet**
- F. Minimum lot width of 50-feet **measured along the front building setback**
- **Z. Maximum coverage of 55 percent**

If you have any questions, please feel free to call me.

Sincerely,



Mickey Garner, PE

Project Manager

(469) 236-3110

C401 Elevations A-G



C401 A



C401 B



C401 C



C401 D



C401 E



C401 F



C401 G

C403 Elevations A-G



C403 A



C403 B



C403 C



C403 D



C403 E



C403 F



C403 G

C455 Elevations A-F



C455 A



C455 B



C455 C



C455 D



C455 E



C455 F

C451 Elevations A-F



C451 A



C451 B



C451 C



C451 D



C451 E



C451 F









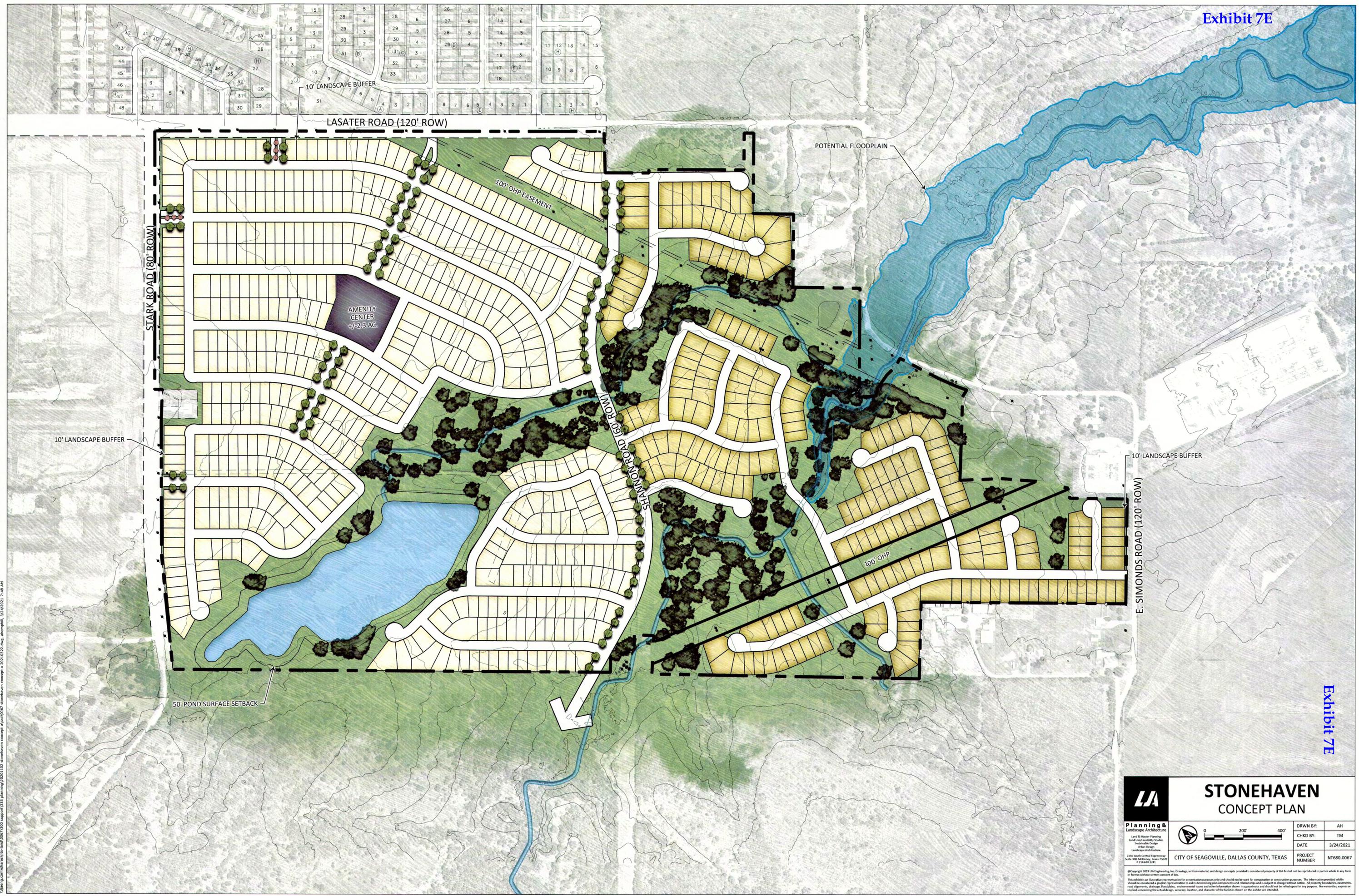














**STONEHAVEN
CONCEPT PLAN**

DRWN BY:	AH
CHKD BY:	TM
DATE:	3/24/2021
PROJECT NUMBER:	NT680-0067

0 200' 400'

CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

©Copyright 2021 LA Engineering, Inc. Drawings, written material, and design concepts provided to considered property of LA & shall not be reproduced in part or whole in any form or format without written consent of LA.
This exhibit is an illustrative representation for presentation purposes only and should not be used for construction or construction purposes. The information provided within should be considered a graphic representation to aid in determining site components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

\\wmg-computers\pfs\back\000\1300_support\1335_planning\02011102_stonehaven_concept_plan\02011102_stonehaven_concept_plan.dwg, ahempill, 3/24/2021, 7:48 AM

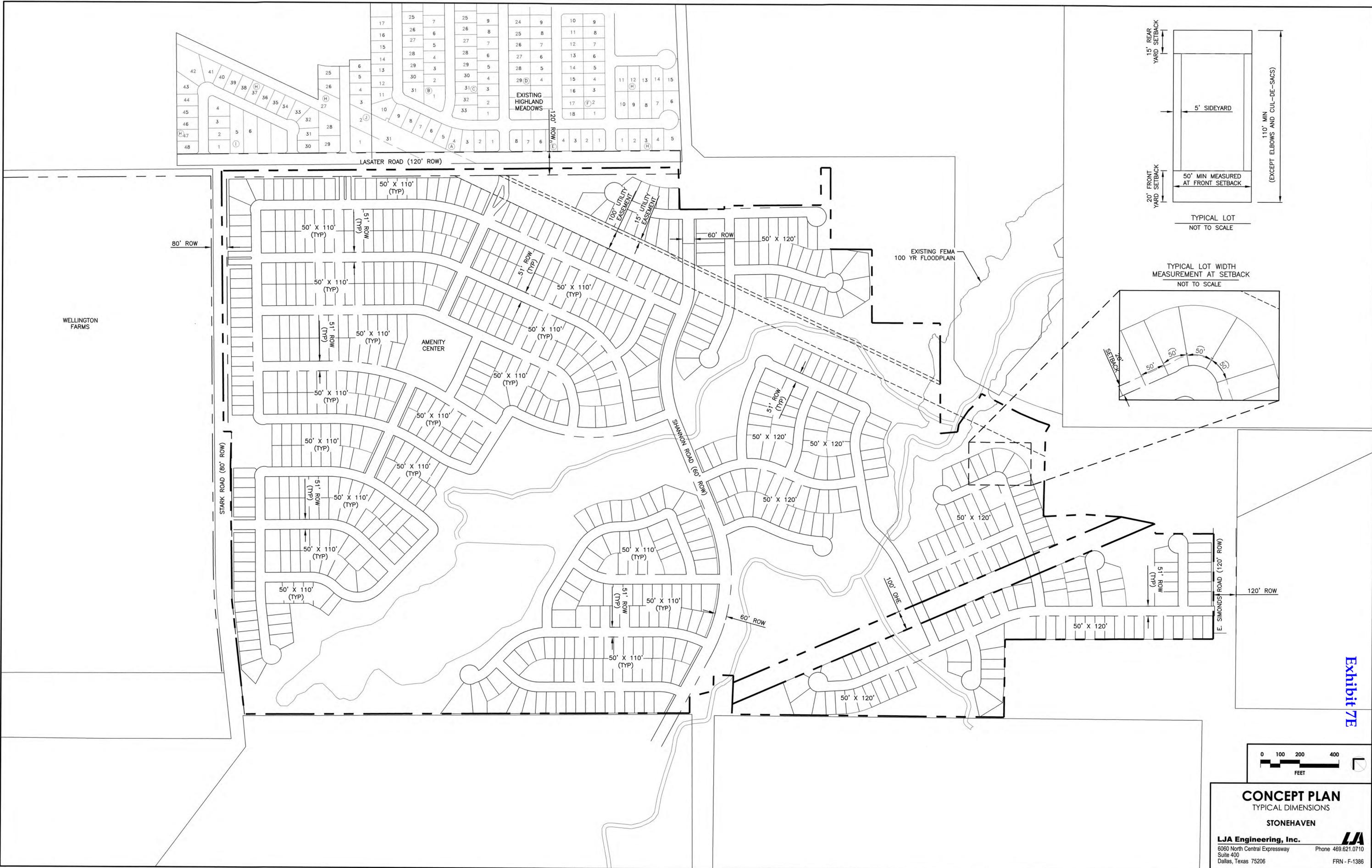


Exhibit 7E

Path Name: s:\m\k\k\067\400\land\402\exhibit\concept plan dimensions2.dwg



STONEHAVEN AMENITY CENTER

April 20, 2021

ATTN: Jennifer Bonner

City of Seagoville

RE: Stonehaven potential amenity center features

To whom it may concern,

Meritage is currently planning on providing an amenity center within our proposed development of the Stonehaven community. No final plans have been created at this point for the amenity center, however Meritage intends to provide the features listed below:

- Pool
- Restroom Facilities
- Shaded Cabana
- Playground
- Open Play Area

Please note that these features are subject to change as the amenity center moves through the design process. Attached, for reference, is an image of a previous amenity center Meritage built in our Brookside community in Princeton, TX.

Best,

Lucas Tribble – Land Acquisition Analyst

Lucas.tribble@meritagehomes.com

Office: (972)-580-6345

Setting the standard for energy-efficient homes™



Amenity Center from our Brookside Community in Princeton, TX



Setting the standard for energy-efficient homes™

8840 Cypress Waters Blvd, Suite 100 | Dallas, TX 75019 | o. 972.580.6345 | c. 817.965.1704



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

**NOTICE OF PUBLIC HEARING
SEAGOVILLE PLANNING & ZONING COMMISSION
ZONING CASE Z2021-08**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, April 27, 2021, at 6:30 PM in the Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to amend the PD-20-02 zoning on the following three tracts of land in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, from PD-R5 (Planned Development/R-5, Residential Single Family) to PD-20-02-A1 to amend concept plan, the front and rear building setbacks, define where the lot width is measured, and define the maximum lot coverage.

- Tract 1 being a 135.08-acre tract of real property generally located at 2301 Simonds Road, 2219 Simonds Road, 2219 E. Simonds Road, and 1320 E. Stark Road in Seagoville, and more particularly described in the property records as being a portion of Lot One, Block One, Wolford Addition, recorded in Map Records Instrument No. 201200121817, and a portion of that tract of land described in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100151442, and tract of land known as Tract A in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100149454, and a tract of land known as Tract "A" in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100150319, and Lot 3 of the Re-plat of Nabors Subdivision, recorded in Map Records Volume 93051, Page 1956;
- Tract 2 being a 22.95-acre tract of real property generally located 2301 Simonds Road in Seagoville, and more particularly described in the property records as being Tract B in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100149454 and Tract "B" in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100150319; and
- Tract 3 being an 88.96-acre tract of real property generally located at the southeast corner of Stark Road and Lasater Road in Seagoville, and more particularly described in the property records as Tracts 1, 2, 3, and 4 as described in deed to Richard T. Jones and Gary R. Jones, recorded in Official Public Records Instrument No. 20180001184.

Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:00 PM on the day of the public hearing to Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159. As an adjoining property owner, this is the first opportunity to voice your opinion about this project for the record. The second opportunity will be at the public hearing listed above. This item will also go to City Council for review and final approval.

Indicate your opinion in this matter by checking the appropriate box below. Provide any additional comments that you might have. Please sign and provide your name and address below.

I am in favor of against Zoning Request Z2021-08 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

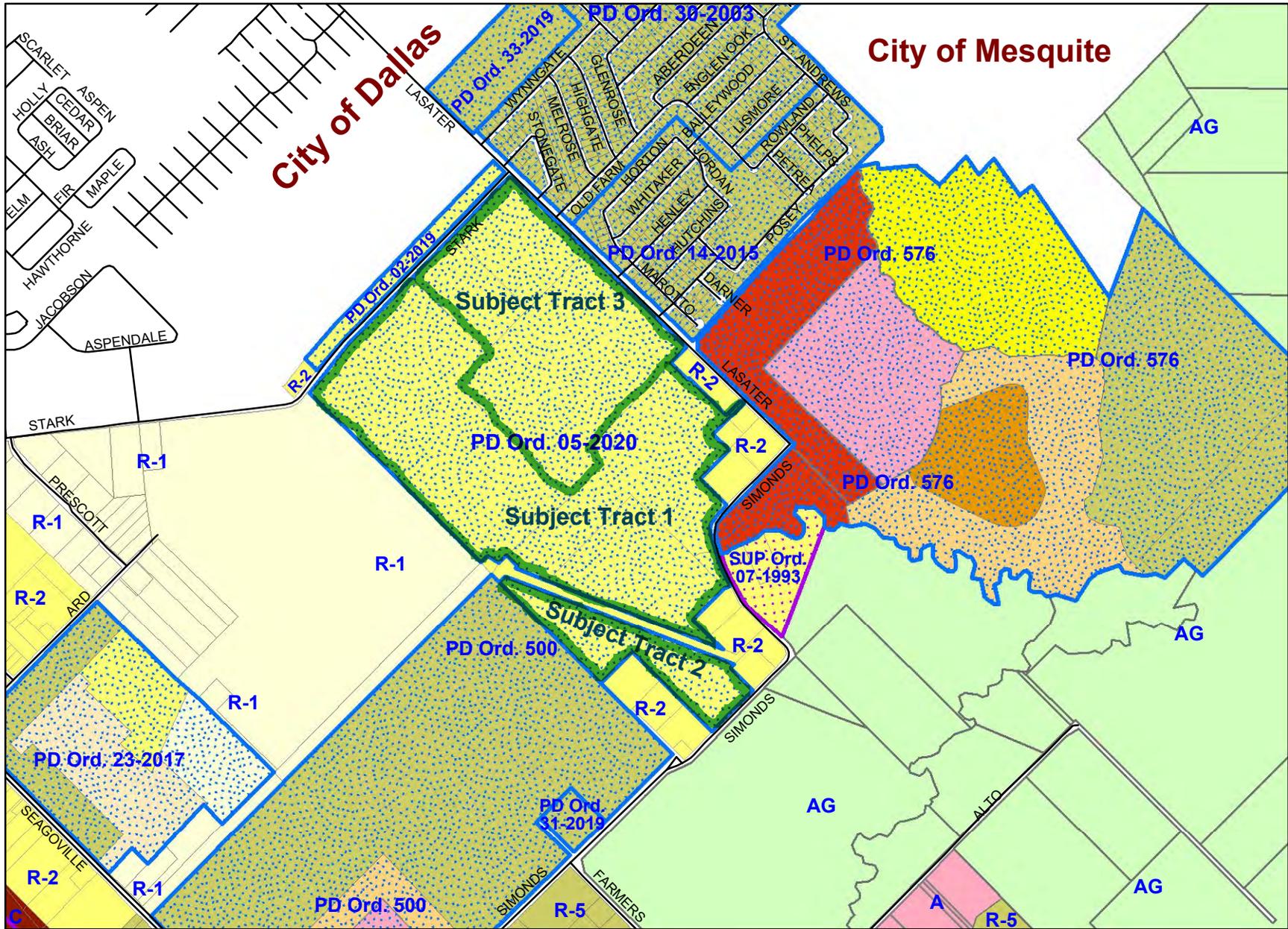
Signature(s):

Address: _____

Printed Name(s):

City, State & Zip code: _____

Phone Number: _____





COMMUNITY DEVELOPMENT
 702 NORTH HIGHWAY 175
 SEAGOVILLE, TX 75159
 PHONE: (972) 287-2050

Exhibit 9B

NOTICE OF PUBLIC HEARING
 SEAGOVILLE PLANNING & ZONING COMMISSION
 ZONING CASE Z2021-08

RECEIVED
 APR 13 2021

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Indicate your opinion in this matter by checking the appropriate box below. Provide any additional comments that you might have. Please sign and provide your name and address below.

I am in favor of against Zoning Request Z2021-08 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

Signature(s):

Address: _____

Printed Name(s):
 DENNIS WOLFORD

City, State & Zip code: _____

Phone Number: _____

APRIL 8, 2021



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

NOTICE OF PUBLIC HEARING
SEAGOVILLE PLANNING & ZONING COMMISSION
ZONING CASE Z2021-08

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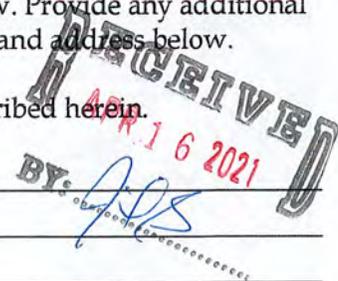
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I am in favor of against Zoning Request Z2021-08 as it is described herein.

Additional Comments (attach additional sheets as necessary):



Signature(s):

Richard T. Jones

Printed Name(s):

Richard T. Jones

Address: 2327 W Alampsa Dr

City, State & Zip code: Terrell, Tx 75160

Phone Number: 936-520-3086

APRIL 8, 2021



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

**NOTICE OF PUBLIC HEARING
SEAGOVILLE CITY COUNCIL
ZONING CASE Z2021-08**

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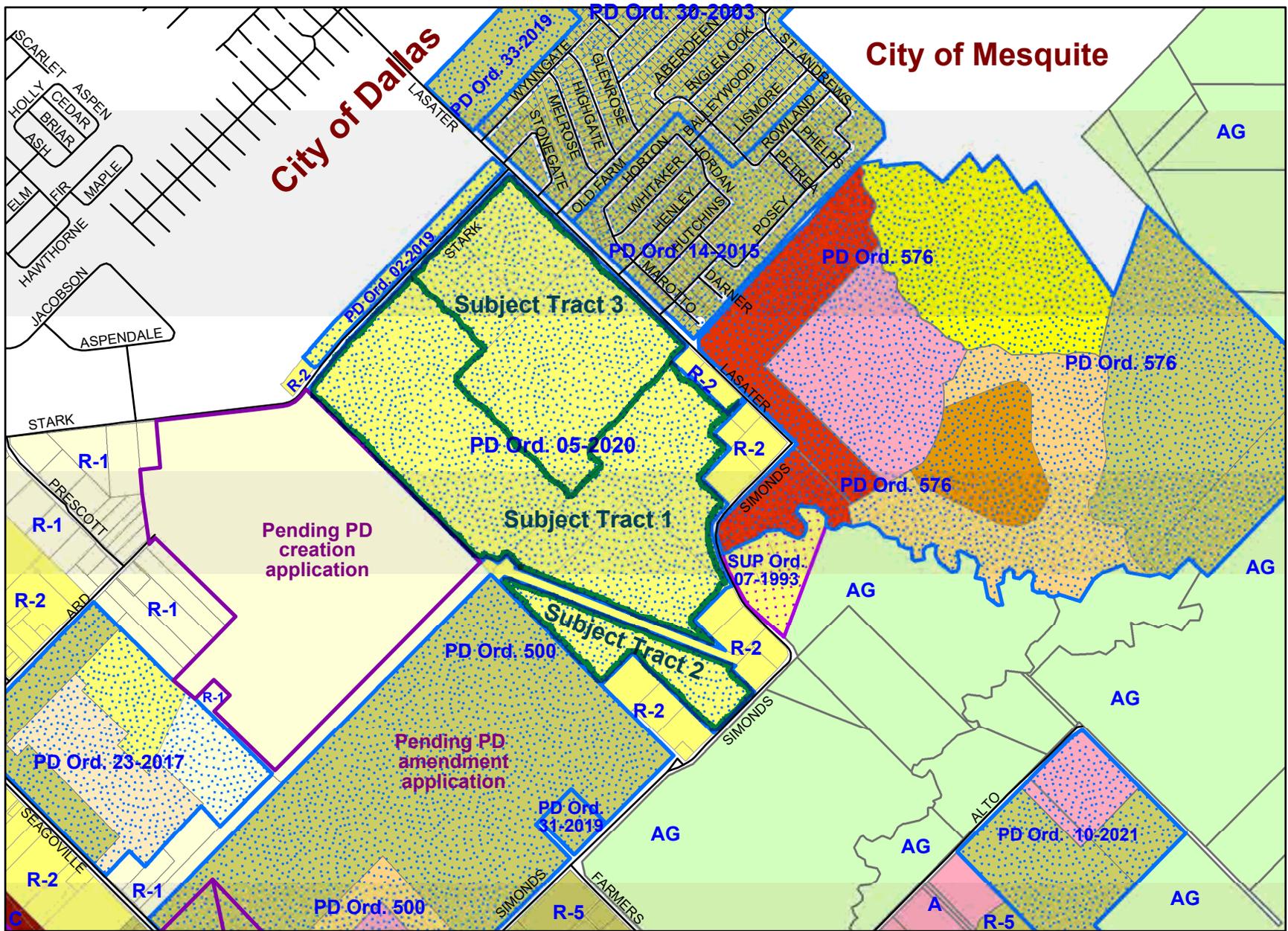
Signature(s):

Address: _____

Printed Name(s):

City, State & Zip code: _____

Phone Number: _____





COMMUNITY DEVELOPMENT
 702 NORTH HIGHWAY 175
 SEAGOVILLE, TX 75159
 PHONE: (972) 287-2050

Exhibit 9D



NOTICE OF PUBLIC HEARING
 SEAGOVILLE CITY COUNCIL
 ZONING CASE Z2021-08

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 Please sign and provide your name and address below.*

I am in favor of against Zoning Request Z2021-08 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

Signature(s):

Printed Name(s): Dennis Wolford

Address: _____

City, State & Zip code: _____

Phone Number: _____

SEPTEMBER 1, 2021



COMMUNITY DEVELOPMENT
702 NORTH HIGHWAY 175
SEAGOVILLE, TX 75159
PHONE: (972) 287-2050

**NOTICE OF PUBLIC HEARING
SEAGOVILLE CITY COUNCIL
ZONING CASE Z2021-08**

Seagoville City Council will hold a public hearing on Monday, September 20, 2021, at 6:30 PM in the Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to amend the PD-20-02 zoning on the following three tracts of land in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, from PD-R5 (Planned Development/R-5, Residential Single Family) to PD-20-02-A1 to amend concept plan, the front and rear building setbacks, define where the lot width is measured, and define the maximum lot coverage.

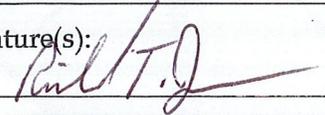
- Tract 1 being a 135.08-acre tract of real property generally located at 2301 Simonds Road, 2219 Simonds Road, 2219 E. Simonds Road, and 1320 E. Stark Road in Seagoville, and more particularly described in the property records as being a portion of Lot One, Block One, Wolford Addition, recorded in Map Records Instrument No. 201200121817, and a portion of that tract of land described in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100151442, and tract of land known as Tract A in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100149454, and a tract of land known as Tract "A" in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100150319, and Lot 3 of the Re-plat of Nabors Subdivision, recorded in Map Records Volume 93051, Page 1956;
- Tract 2 being a 22.95-acre tract of real property generally located 2301 Simonds Road in Seagoville, and more particularly described in the property records as being Tract B in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100149454 and Tract "B" in deed to Dennis and Janis Wolford, recorded in Official Public Records Instrument No. 201100150319; and
- Tract 3 being an 88.96-acre tract of real property generally located at the southeast corner of Stark Road and Lasater Road in Seagoville, and more particularly described in the property records as Tracts 1, 2, 3, and 4 as described in deed to Richard T. Jones and Gary R. Jones, recorded in Official Public Records Instrument No. 20180001184.

Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:00 PM on the day of the public hearing to the City Secretary at citysecretary@seagoville.us As an adjoining property owner, this meeting is the last opportunity to voice your opinion about this project for the record.

*Indicate your opinion in this matter by checking the appropriate box below.
Provide any additional comments that you might have.
Please sign and provide your name and address below.*

I am in favor of against Zoning Request Z2021-08 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

Signature(s): 

Printed Name(s): Richard T Jones

(Re: Tract 3 - 88.96 Acre)
Address: 2327 W Alamosa Dr
City, State & Zip code: Terrell, Tx 75160
Phone Number: 936-520-3086

SEPTEMBER 1, 2021

**Property Owner List for Stonehaven PD Amendment 1
ZONING REQUEST Z2021-08**

Exhibit 10

Mailed out a total of 69 letters on Wednesday, April 7, 2021, before 5:00 PM

Subject or adjoinder?	Site Address	DCAD acc't	Owner	Mailing Address 1	Address 2	City	State	Zip
Subject	1500 Lasater Road	65054142010120000	Richard Thomas & Gary R. Jones	2327 West Alamosa Drive		Terrell	TX	75160
Subject	800 Stark Road	65054142010100000						
Subject	900 Stark Road	65054142010110000						
Subject	1320 East Stark Road	50050050010010000	Dennis & Janis Wolford	P. O. Box 360217		Dallas	TX	75336
Subject	2219 East Simonds Road	65054142510150000						
Subject	2219 East Simonds Road	65054142510150100						
Subject	2301 Simonds Road	65054142510080000						
Subject	2301 Simonds Road	65054142510080100						
Subject	2217 East Simonds Road	50028310000030000						
Adjoinder	1110 Stark Road	65054142010070000	D. R. Horton - Texas LTD	4306 Miller Road		Rowlett	TX	75088
Adjoinder	1110 Stark Road	00881600000070000						
Adjoinder	688 Stark Road	008816000000310000	RRW Family Ltd. P.S.	704 Fern Creek Drive		Dallas	TX	75253
Adjoinder	688 Stark Road	65054142010310000						
Adjoinder	628 Stark Road	00000899817520000	Merced Cisneros	7218 Claymond Drive		Dallas	TX	75227
Adjoinder	100 Stark Road	65054142010030000	Judith M. Smith & Kirby C. Smith	6800 Del Norte Lane	Apartment 245	Dallas	TX	75225
Adjoinder	2500 Seagoville Road	65054142018000000	Texas Utilities Electric Company	c/o State & Local Tax Dept.	P. O. Box 139100	Dallas	TX	75313
Adjoinder	2401 Simonds Road	65054142510260000	Charlotte Taylor	2414 Seagoville Road		Seagoville	TX	75159
Adjoinder	1501 East Simonds Road	65054142510320000	J. R. & Barbara O. Yarbough	1501 East Simonds Road		Seagoville	TX	75159
Adjoinder	1505 East Simonds Road	65054142510280200	Rocky B. & Terry L. Ogletree	1505 East Simonds Road		Seagoville	TX	75159
Adjoinder	1515 East Simonds Road	65054142510280100	B. R. Ogletree	1515 East Simonds Road		Seagoville	TX	75159
Adjoinder	1509 East Simonds Road	65054142510280000	Estate of Billie A. Ogletree	1509 East Simonds Road		Seagoville	TX	75159
Adjoinder	1900 East Farmers Road	65054142510050000	Jose & Sherry Ann Huerta	1900 East Farmers Road		Seagoville	TX	75159
Adjoinder	2211 Simonds Road	65054142518000000	Texas Utilities Electric Company	c/o State & Local Tax Dept.	P. O. Box 139100	Dallas	TX	75313
Adjoinder	2211 Simonds Road	65054142510090000						
Adjoinder	1000 Simonds Road	65054142510100000						
Adjoinder	2211 East Simonds Road	65054142510250000	Clyde Carman	529 Mary Jane Lane		Seagoville	TX	75159
Adjoinder	2215 East Simonds Road	65054142510340000	Lowell T. & Barbara S. Sherman	2215 East Simonds Road		Seagoville	TX	75159
Adjoinder	2409 East Simonds Road	65054142510180000	Jerry A. & Claudette McFadden	428 Stark Road		Dallas	TX	75253
Adjoinder	2411 East Simonds Road	65054142510190000						
Adjoinder	2311 East Simonds Road	65054142510160000	Larry Douglas Walker	2315 Lasater Road		Seagoville	TX	75159
Adjoinder	2313 East Simonds Road	65054142510170000						

Exhibit 10

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Subject or adjoiner?	Site Address	DCAD acc't	Owner	Mailing Address 1	Address 2	City	State	Zip
Adjoiner	7500 Shannon Loop	65080570510030000	Hongxin Zhang	6708 Windham Way		Plano	TX	75023
Adjoiner	1450 Lasater Road	65054142510130000	Louis A. Elliott et al	315 Crestview Street		Red Oak	TX	75154
Adjoiner	1400 Lasater Road	65054142510140000						
Adjoiner	2701 Marotto Way	500195500H0050000	Vilma Martinez & Luis M. Gomez-Martinez	2701 Marotto Way		Seagoville	TX	75159
Adjoiner	2703 Marotto Way	500195500H0040000	Roberto C. R. Romero	2703 Marotto Way		Seagoville	TX	75159
Adjoiner	2705 Marotto Way	500195500H0030000	Phyllis L. Harris	2705 Marotto Way		Seagoville	TX	75159
Adjoiner	2707 Marotto Way	500195500H0020000	Raul H. Tutton & Jariliz C. Torres	2707 Marotto Way		Seagoville	TX	75159
Adjoiner	2709 Marotto Way	500195500H0010000	Beverly West	2709 Marotto Way		Seagoville	TX	75159
Adjoiner	2713 Marotto Way	500195500E0010000	Monica Edmond	2713 Marotto Way		Seagoville	TX	75159
Adjoiner	2715 Marotto Way	500195500E0020000	Chantiia Fiffie	2715 Marotto Way		Seagoville	TX	75159
Adjoiner	2717 Marotto Way	500195500E0030000	Tiffany M. Kelley	2717 Marotto Way		Seagoville	TX	75159
Adjoiner	2719 Marotto Way	500195500E0040000	Billy R. Johnson & Kathryn Williams	2719 Marotto Way		Seagoville	TX	75159
Adjoiner	2801 Marotto Way	500195500E0050000	J. Jesus Salazar	2801 Marotto Way		Seagoville	TX	75159
Adjoiner	2803 Marotto Way	500195500E0060000	Cory & Courtney Morris	2803 Marotto Way		Seagoville	TX	75159
Adjoiner	2805 Marotto Way	500195500E0070000	Sharon Harlan & Thelma J. Guimonds	2805 Marotto Way		Seagoville	TX	75159
Adjoiner	2807 Marotto Way	500195500E0080000	Jonathan Avila & Priscilla Arce	2807 Marotto Way		Seagoville	TX	75159
Adjoiner	2811 Marotto Way	500195500A0010000	Jose O. L. Rodriguez	2811 Marotto Way		Seagoville	TX	75159
Adjoiner	2813 Marotto Way	500195500A0020000	Chelsea Y. Campbell	2813 Marotto Way		Seagoville	TX	75159
Adjoiner	2815 Marotto Way	500195500A0030000	Tiffany Y. Loggins	2815 Marotto Way		Seagoville	TX	75159
Adjoiner	2817 Marotto Way	500195500A0040000	Ruben Rangel & Elda Vega	2817 Marotto Way		Seagoville	TX	75159
Adjoiner	2819 Marotto Way	500195500A0050000	Carlos J. V. Rosario	2819 Marotto Way		Seagoville	TX	75159
Adjoiner	2901 Marotto Way	500195500A0060000	Jessize C. Rivera	2901 Marotto Way		Seagoville	TX	75159
Adjoiner	2903 Marotto Way	500195500A0070000	Latasha Johnson & Wayom Sims	2903 Marotto Way		Seagoville	TX	75159
Adjoiner	2905 Marotto Way	500195500A0080000	Laurie L. Boyer	2905 Marotto Way		Seagoville	TX	75159
Adjoiner	31 Lasater Road	500195500A0310000	H.O.A. of Highland Meadows Inc.	c/o Margie Maxwell	2500 Legacy Drive; Suite 220	Frisco	TX	75034
Adjoiner	2 Old Farm Drive	500195300J0020000						
Adjoiner	2502 Old Farm Drive	500195300J0010000	Marta E. & Damian M. Rodriguez	2502 Old Farm Drive		Seagoville	TX	75159
Adjoiner	2503 Old Farm Drive	500195300H0280000	Cesar Valdelamar	2503 Old Farm Drive		Seagoville	TX	75159
Adjoiner	2501 Old Farm Drive	500195300H0290000	Mary E. & Eddie M. Brown, Jr.	2501 Old Farm Drive		Seagoville	TX	75159
Adjoiner	2537 Stonegate Drive	500195300H0300000	Undreana N. Vertison	2537 Stonegate Drive		Seagoville	TX	75159

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**Property Owner List for Stonehaven PD Amendment 1
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Subject or adjoiner?	Site Address	DCAD acc't	Owner	Mailing Address 1	Address 2	City	State	Zip
Adjoiner	2535 Stonegate Drive	500195300H0310000	Rashad Jackson	2535 Stonegate Drive		Seagoville	TX	75159
Adjoiner	2526 Stonegate Drive	500195300I0080000	Marcus L. Carlisle	2526 Stonegate Drive		Seagoville	TX	75159
Adjoiner	2524 Stonegate Drive	500195300I0070000	Tamike L. & Kendrick L. Green	2524 Stonegate Drive		Seagoville	TX	75159
Adjoiner	2522 Stonegate Drive	500195300I0060000	Enrique & Violeta Rivera	2522 Stonegate Drive		Seagoville	TX	75159
Adjoiner	2520 Stonegate Drive	500195300I0050000	Dignora Perez & Damien K. Mesa	2520 Stonegate Drive		Seagoville	TX	75159
Adjoiner	2504 Stonegate Drive	500195300I0010000	Tracy L. & Margaret A. Smith	2504 Stonegate Drive		Seagoville	TX	75159
Adjoiner	2502 Stonegate Drive	500195300I0010000	Andrea & Javier Arroyo	2502 Stonegate Drive		Seagoville	TX	75159
Adjoiner			City of Seagoville	702 North Highway 175		Seagoville	TX	75159

Exhibit 10

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 05-2020

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM RESIDENTIAL SINGLE FAMILY (R-2) TO PLANNED DEVELOPMENT-RESIDENTIAL SINGLE FAMILY-5 (PD-20-02) FOR THREE (3) TRACTS OF LAND DESCRIBED AS TRACT 1 BEING APPROXIMATELY 135.08± ACRES COMMONLY REFERRED TO AS 2301 SIMONDS ROAD, 2219 SIMONDS ROAD, 2219 E. SIMONDS ROAD, AND 1320 E. STARK ROAD AND TRACT 2 BEING APPROXIMATELY 22.95± ACRES OF LAND COMMONLY REFERRED TO AS 2301 SIMONDS ROAD AND, TRACT 3 BEING APPROXIMATELY 88.96± ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF STARK ROAD AND LASATER ROAD, ALL IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND EACH TRACT BEING LEGALLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "B"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. Z2020-02 (PD 20-02) should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from

Residential Single Family (R-2) to Planned Development-Residential Single Family-5 (PD-20-02) for Three (3) tracts of land described as Tract 1 being approximately 135.08± acres commonly referred to as 2301 Simonds Road, 2219 Simonds Road, 2219 E. Simonds Road, and 1320 E. Stark Road and Tract 2 being approximately 22.95± acres of land commonly referred to as 2301 Simonds Road and, Tract 3 being approximately 88.96± acres of land located on the southeast corner of Stark Road and Lasater Road, all in the City of Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. The property shall be developed and used in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein, and the following development regulations:

- A. Development in accordance with the submitted (to-be-approved) concept plan
- B. Minimum front yard depth of 25-feet
- C. Minimum rear yard depth of 20-feet
- D. Minimum side yard width of 5-feet
- E. Minimum street side yard width of 10-feet
- F. Minimum lot width of 50-feet
- G. Minimum lot depth of 110-feet except lots in cul-de-sacs and street elbows shall have 90-foot minimums
- H. Minimum lot area of 5,500 square feet
- I. Minimum living area of the houses to be 1,600-square feet with at least 70% of the homes having at least 1,700-square feet
- J. 80% masonry exterior walls
- K. Exterior walls and/or facades shall have an appearance substantially like those on the elevations attached hereto and incorporated herein as Exhibit "C"
- L. Garages to be a minimum of 2-cars with either a front or side entry
- M. Garage doors to have an enhanced design aesthetic
- N. Maximum height of 2-1/2 stories
- O. Minimum roof pitch of 6:12
- P. Maximum dwelling unit density of 4.22 units per gross acre of development
- Q. Additional land uses of detached single family residential and accessory uses, an amenity center, and a temporary batch plant during construction
- R. Same house elevation to not be repeated within three (3) lots on the same side of the street nor within three (3) lots on opposite sides of a street
- S. Amenity Center to be located on the concept plan or plat
- T. Open spaces to have 4-foot wide sidewalks along street frontages, established grass groundcover, and two (2) of the following features: park benches, shade structure, interior sidewalks, trees, water feature, or similar park type features
- U. The internal trail system to have four foot (4') sidewalks maintained by the Home Owners' Association when the trail is not located within a street right-of-way
- V. Five foot (5') sidewalks shall be constructed along East Stark Road, East Simonds Road, Lasater Road and Shannon Road at the same time as their pavement improvements

- W. Four foot (4') sidewalks shall be constructed on both sides of all other streets unless otherwise shown on approved engineering plans
- X. Homeowners Association (HOA) to maintain all open spaces and the Amenity Center
- Y. Trail system to be designed and constructed to provide views of existing lake and other natural features

SECTION 3. The property shall be developed and used only in accordance with the conceptual plan attached as Exhibit "B" and the elevations attached hereto as Exhibit "C" and incorporated herein for all purposes, and which is hereby approved.

SECTION 4. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein.

SECTION 5. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

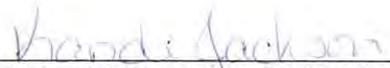
DULY PASSED by the City Council of the City of Seagoville, Texas, this the 24th day of February 2020.

APPROVED:



DENNIS K. CHILDRESS, MAYOR

ATTEST:



KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:



VICTORIA THOMAS, CITY ATTORNEY
(/cdb 02/072019)

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 1:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, BEING A PORTION OF LOT ONE, BLOCK ONE, WILFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, RECORDED IN INSTRUMENT NO. 201200121817, MAP RECORDS, DALLAS COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALSO THAT TRACT OF LAND KNOWN AS TRACT A, AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND A TRACT OF LAND KNOWN AS TRACT "A", AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND LOT 3 OF THE REPLAT OF NABORS SUBDIVISION TO THE CITY OF SEAGOVILLE, RECORDED IN VOLUME 93051, PAGE 1956, MAP RECORDS, DALLAS COUNTY, TEXAS, AND BEING DESCRIBED

BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTHEAST LINE OF E. STARK ROAD, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AND THE APPARENT NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO JUDITH SMITH MOORE AND KIRBY C. SMITH, RECORDED IN VOLUME 85109, PAGE 3205, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 39 DEGREES 16 MINUTES 47 SECONDS EAST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID E. STARK ROAD AND THE RECOGNIZED NORTHWEST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 589.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT;

THENCE NORTH 45 DEGREES 19 MINUTES 28 SECONDS EAST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID E. STARK ROAD AND THE RECOGNIZED NORTHWEST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 714.94 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER IN THE APPARENT SOUTHWEST LINE OF A TOWER EASEMENT, RECORDED IN INSTRUMENT NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE NORTH CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 44 DEGREES 37 MINUTES 14 SECONDS EAST, OVER AND UPON SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTHWEST LINE OF SAID TOWER EASEMENT, A DISTANCE OF 182.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT AND THE APPARENT SOUTH CORNER OF SAID TOWER EASEMENT;

THENCE NORTH 45 DEGREES 22 MINUTES 46 SECONDS EAST, OVER AND UPON SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTHEAST LINE OF SAID TOWER EASEMENT, A DISTANCE OF 149.79 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPARENT SOUTHWEST LINE OF TRACT 3 AS DESCRIBED IN DEED TO RICHARD T. JONES AND GARY R. JONES, RECORDED IN INSTRUMENT NO. 20180001184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE RECOGNIZED MOST NORTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE, SAID POINT BEING THE APPARENT EAST CORNER OF SAID TOWER EASEMENT;

THENCE SOUTH 44 DEGREES 23 MINUTES 00 SECONDS EAST, ALONG THE RECOGNIZED MOST NORTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTHWEST LINE OF SAID JONES TRACT 3, A DISTANCE OF 794.09 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPARENT NORTHWEST LINE OF SAID JONES TRACT 2, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY EAST CORNER OF SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTH CORNER OF SAID JONES TRACT 3;

THENCE SOUTH 44 DEGREES 58 MINUTES 30 SECONDS WEST, ALONG THE RECOGNIZED MOST NORTHERLY SOUTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE APPARENT NORTHWEST LINE OF SAID JONES TRACT 2, A DISTANCE OF 407.01 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED INNER ELL CORNER OF SAID LOT ONE, BLOCK ONE AND THE APPARENT WEST CORNER OF SAID JONES TRACT 2;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 44 DEGREES 10 MINUTES 49 SECONDS EAST, ALONG THE RECOGNIZED MOST SOUTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTHWEST LINE OF SAID JONES TRACT 2, A DISTANCE OF 1527.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED MOST SOUTHERLY NORTHWEST LINE OF SAID WOLFORD TRACT A, (INSTR. NO. 201100149454), SAID POINT BEING THE APPARENT SOUTH CORNER OF SAID JONES TRACT 2;

THENCE NORTH 47 DEGREES 35 MINUTES 01 SECONDS EAST, ALONG THE RECOGNIZED MOST SOUTHERLY NORTHWEST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTHEAST LINE OF SAID JONES TRACT 2, A DISTANCE OF 410.11 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT EAST CORNER OF SAID JONES TRACT 2;

THENCE NORTH 42 DEGREES 24 MINUTES 52 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID JONES TRACT 2, A DISTANCE OF 205.32 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY WEST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF SAID JONES TRACT 1;

THENCE NORTH 44 DEGREES 36 MINUTES 30 SECONDS EAST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTHEAST LINE OF SAID JONES TRACT 1, A DISTANCE OF 1155.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED NORTH CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO L. V. AND STELLA ELLIOTT, RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 45 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG THE MOST NORTHERLY NORTHEAST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454), A DISTANCE OF 721.44 FEET TO A 1 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO L. V. AND STELLA ELLIOTT, RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 45 DEGREES 39 MINUTES 30 SECONDS EAST, ALONG THE APPARENT SOUTHEAST LINE OF SAID ELLIOTT TRACT (VOL. 3294, PG. 563), A DISTANCE OF 192.19 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTHWEST LINE OF LASATER ROAD, SAID POINT BEING THE RECOGNIZED MOST EASTERLY NORTH CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT EAST CORNER OF SAID ELLIOTT TRACT (VOL. 3294, PG. 563);

THENCE SOUTH 44 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID LASATER ROAD AND THE RECOGNIZED NORTHEAST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454), A DISTANCE OF 48.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY EAST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT NORTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO LARRY D. WALKER, RECORDED IN INSTRUMENT NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 45 DEGREES 29 MINUTES 43 SECONDS WEST, ALONG THE APPARENT NORTHWEST LINE OF SAID WALKER TRACT, A DISTANCE OF 420.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF SAID WALKER TRACT (INSTR. NO. 201000089281);

THENCE SOUTH 44 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID WALKER TRACT (INSTR. NO. 201000089281), A DISTANCE OF 210.00 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER IN THE APPARENT NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO JERRY A. AND CLAUDETTE MCFADDEN, RECORDED IN VOLUME 66229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE APPARENT SOUTH CORNER OF SAID WALKER TRACT (INSTR. NO. 201000089281);

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 45 DEGREES 29 MINUTES 43 SECONDS WEST, ALONG THE APPARENT NORTHWEST LINE OF SAID MCFADDEN TRACT, A DISTANCE OF 381.44 FEET TO A ½ INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT WEST CORNER OF SAID MCFADDEN TRACT;

THENCE SOUTH 44 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID MCFADDEN TRACT, A DISTANCE OF 363.00 FEET TO A ½ INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER WITHIN E. SIMONDS ROAD; SAID POINT BEING THE RECOGNIZED MOST SOUTHERLY EAST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF SAID MCFADDEN TRACT;

THENCE SOUTH 45 DEGREES 29 MINUTES 43 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHEAST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454), A DISTANCE OF 563.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED NORTHEAST LINE OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319), SAID POINT BEING THE RECOGNIZED MOST EASTERLY SOUTH CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 43 DEGREES 43 MINUTES 05 SECONDS EAST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319), A DISTANCE OF 75.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID LOT 3 OF THE REPLAT OF NABORS SUBDIVISION, RECORDED IN VOLUME 93051, PAGE 1956, MAP RECORDS, DALLAS COUNTY TEXAS;

THENCE ALONG THE RECOGNIZED NORTH LINE OF SAID LOT 3, THE FOLLOWING COURSES AND DISTANCES; NORTH 55 DEGREES 26 MINUTES 15 SECONDS EAST, 43.03 FEET TO AN ANGLE POINT; NORTH 80 DEGREES 10 MINUTES 15 SECONDS EAST, 85.02 FEET TO AN ANGLE POINT; SOUTH 88 DEGREES 11 MINUTES 45 SECONDS EAST, 61.26 FEET TO AN ANGLE POINT; SOUTH 72 DEGREES 04 MINUTES 45 SECONDS EAST, 53.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTHWEST LINE OF SAID E. SIMONDS ROAD, SAID POINT BEING THE RECOGNIZED NORTHEAST CORNER OF SAID LOT 3 OF THE REPLAT OF NABORS SUBDIVISION AND A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 32 MINUTES 30 SECONDS, A RADIUS OF 1366.30 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 26 MINUTES 50 SECONDS EAST-274.76 FEET;

THENCE ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID E. SIMONDS ROAD AND SAID CURVE TO THE LEFT, AN ARC LENGTH OF 275.23 FEET TO A 1/2 INCH IRON ROD FOUND AT THE END OF SAID CURVE;

THENCE SOUTH 24 DEGREES 13 MINUTES 05 SECONDS EAST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID E. SIMONDS ROAD, A DISTANCE OF 77.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED SOUTHEAST CORNER OF SAID LOT 3 AND THE APPARENT NORTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO LOWELL T. AND BARBARA S. SHERMAN, RECORDED IN VOLUME 99051, PAGE 4686, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 77 DEGREES 29 MINUTES 56 SECONDS WEST, ALONG THE RECOGNIZED SOUTH LINE OF SAID LOT 3 AND THE APPARENT NORTH LINE OF SAID SHERMAN TRACT, A DISTANCE OF 44.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY EAST LINE OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319) AND THE RECOGNIZED SOUTH CORNER OF SAID LOT 3 OF THE REPLAT OF NABORS SUBDIVISION;

THENCE SOUTH 45 DEGREES 50 MINUTES 19 SECONDS WEST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID WOLFORDS TRACT "A" (INSTR. NO. 201100150319) AND THE APPARENT NORTHWEST LINE OF SAID SHERMAN TRACT, A DISTANCE OF 424.00 FEET TO A PK NAIL FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319) AND THE APPARENT WEST CORNER OF SAID SHERMAN TRACT;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 41 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID SHERMAN TRACT, A DISTANCE OF 211.24 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE APPARENT SOUTH CORNER OF SAID SHERMAN TRACT AND THE APPARENT WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CLYDE CARMAN, RECORDED IN INSTRUMENT NO. 200900225070, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 47 DEGREES 31 MINUTES 51 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID CARMAN TRACT, A DISTANCE OF 187.91 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED NORTHEAST LINE OF A 100 FOOT RIGHT-OF-WAY TO T. P. & L. COMPANY, RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING EAST CORNER OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319), FROM WHICH A 1/2 INCH IRON ROD FOUND FOR REFERENCE, IN THE RECOGNIZED SOUTHWEST LINE OF SAID T. P. & L. COMPANY RIGHT-OF-WAY BEARS SOUTH 33 DEGREES 06 MINUTES 49 SECONDS EAST 178.34 FEET;

THENCE NORTH 67 DEGREES 39 MINUTES 43 SECONDS WEST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID T. P. & L. COMPANY RIGHT-OF-WAY AND THE RECOGNIZED SOUTHWEST LINE OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319), A DISTANCE OF 2162.92 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP FOR CORNER IN THE APPARENT SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO T. P. & L. COMPANY, RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE RECOGNIZED NORTH CORNER OF A 100 FOOT T. P. & L. COMPANY RIGHT-OF-WAY, RECORDED IN VOLUME 5611, PAGE 139 AND THE MOST SOUTHERLY WEST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454);

THENCE NORTH 47 DEGREES 57 MINUTES 15 SECONDS EAST, ALONG THE APPARENT SOUTHEAST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PAGE 601), A DISTANCE OF 35.49 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT EAST CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PAGE 601);

THENCE NORTH 42 DEGREES 02 MINUTES 45 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PAGE 601), A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTHEAST LINE OF SAID LOT ONE, BLOCK ONE OF WOLFORD ADDITION, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT NORTH CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PAGE 601);

THENCE SOUTH 47 DEGREES 57 MINUTES 40 SECONDS WEST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 82.35 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP STAMPED "2516" FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST EASTERLY SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE APPARENT EAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO T. P. & L. COMPANY, RECORDED IN VOLUME 5611, PAGE 137, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 58 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID T. P. & L. COMPANY TRACT, A DISTANCE OF 125.07 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP STAMPED "2516" FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID LOT ONE, BLOCK ONE AND THE APPARENT NORTH CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 5611, PG. 137);

THENCE SOUTH 44 DEGREES 18 MINUTES 28 SECONDS WEST, ALONG THE RECOGNIZED MOST NORTHERLY SOUTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE APPARENT NORTHWEST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 5611, PG. 139, A DISTANCE OF 82.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST WESTERLY SOUTH CORNER OF SAID LOT ONE, BLOCK ONE, THE APPARENT EAST CORNER OF SAID MOORE/SMITH TRACT AND THE APPARENT WEST CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 5611, PG. 137);

THENCE NORTH 44 DEGREES 26 MINUTES 22 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF

EXHIBIT "A"
LEGAL DESCRIPTION

SAID MOORE/SMITH TRACT AND THE RECOGNIZED SOUTHWEST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 1422.15 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT;

THENCE NORTH 44 DEGREES 50 MINUTES 41 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID MOORE/SMITH TRACT AND THE RECOGNIZED SOUTHWEST LINE OF SAID LOT ONE, BLOCK ONE, WOLFORD ADDITION, A DISTANCE OF 859.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5,884,074.68 SQ. FT. OR 135.08 ACRES OF LAND.

TRACT 2:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, BEING KNOWN AS TRACT B AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND TRACT "B", AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 INCH IRON PIPE FOUND FOR CORNER IN THE RECOGNIZED NORTHWEST LINE OF E. SIMONDS ROAD AND THE APPARENT NORTHEAST LINE OF THE RESIDUE OF A TRACT OF LAND DESCRIBED IN DEED TO O. D. AND BILLIE OGLE TREE, RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319);

THENCE NORTH 44 DEGREES 34 MINUTES 09 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHWEST LINE OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319), A DISTANCE OF 1067.85 FEET TO A 1 INCH IRON PIPE FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT NORTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO J. R. AND BARBARA O. YARBOROUGH, RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 46 DEGREES 07 MINUTES 45 SECONDS WEST, ALONG THE MOST NORTHERLY SOUTHWEST LINE OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319), A DISTANCE OF 399.82 FEET TO A 1 INCH IRON ROD FOUND FOR CORNER IN THE APPARENT NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CHARLOTTE LEE TAYLOR, RECORDED IN INSTRUMENT NO. 200700095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING A RECOGNIZED MOST WESTERLY SOUTH CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT WEST CORNER OF SAID YARBOROUGH TRACT;

THENCE NORTH 44 DEGREES 28 MINUTES 10 SECONDS WEST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT NORTHEAST LINE OF SAID TAYLOR TRACT, A DISTANCE OF 1039.75 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE RECOGNIZED SOUTH CORNER OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454);

THENCE NORTH 42 DEGREES 16 MINUTES 17 SECONDS WEST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454) AND THE APPARENT NORTHEAST LINE OF SAID TAYLOR TRACT, A DISTANCE OF 354.26 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP FOR CORNER, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO T. P. & L. COMPANY, RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 47 DEGREES 57 MINUTES 15 SECONDS EAST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454) AND THE APPARENT SOUTHEAST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PG. 601), A DISTANCE OF 53.29 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED NORTH CORNER OF SAID WOLFORD TRACT B (INSTR. NO.

EXHIBIT "A"
LEGAL DESCRIPTION

201100149454) AND THE RECOGNIZED WEST CORNER OF A 100 FOOT T. P. & L. COMPANY RIGHT-OF-WAY, RECORDED IN VOLUME 5611, PAGE 139, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 67 DEGREES 39 MINUTES 43 SECONDS EAST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID T. P. & L. COMPANY RIGHT-OF-WAY AND THE RECOGNIZED NORTHEAST LINE OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454), A DISTANCE OF 2356.11 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPARENT NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO T. P. & L. COMPANY, RECORDED IN VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF A 100 FOOT T. P. & L. COMPANY RIGHT-OF-WAY, RECORDED IN VOLUME 5642, PAGE 230 AND THE MOST NORTHERLY EAST CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319), FROM WHICH A 1/2 INCH IRON ROD FOUND FOR REFERENCE IN THE RECOGNIZED NORTHEAST LINE OF SAID T. P. & L. COMPANY RIGHT-OF-WAY (VOL. 5642, PG. 230) BEARS NORTH 33 DEGREES 06 MINUTES 49 SECONDS WEST-176.34 FEET;

THENCE SOUTH 45 DEGREES 50 MINUTES 19 SECONDS WEST, ALONG THE APPARENT NORTHWEST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 3844, PAGE 413), A DISTANCE OF 50.70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT WEST CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 3844, PAGE 413);

THENCE SOUTH 44 DEGREES 09 MINUTES 41 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 3844, PG. 413), A DISTANCE OF 300.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED NORTHWEST LINE OF SAID E. SIMONDS ROAD, SAID POINT BEING THE RECOGNIZED EAST CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT SOUTH CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 3844, PG. 413);

THENCE SOUTH 45 DEGREES 44 MINUTES 07 SECONDS WEST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID E. SIMONDS ROAD AND THE RECOGNIZED SOUTHEAST LINE OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319), A DISTANCE OF 540.76 FEET TO THE PLACE OF BEGINNING AND CONTAINING 999,859.54 SQ. FT. OR 22.95 ACRES OF LAND.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

TRACT 3:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, BEING KNOWN AS TRACTS 1, 2, 3 AND 4 AS DESCRIBED IN DEED TO RICHARD T. JONES AND GARY R. JONES, RECORDED IN INSTRUMENT NO. 20180001184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER NEAR THE CENTER OF THE INTERSECTION E. STARK ROAD AND LASATER ROAD, SAID POINT BEING THE RECOGNIZED NORTH CORNER OF SAID JONES TRACT 4, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR WITNESS BEARS NORTH 77 DEGREES 41 MINUTES 47 SECONDS WEST-51.98 FEET;

THENCE SOUTH 44 DEGREES 51 MINUTES 29 SECONDS EAST, WITHIN LASATER ROAD AND ALONG THE RECOGNIZED NORTHEAST LINE OF TRACTS 4, 2 AND 1, A DISTANCE OF 2347.09 FEET TO A POINT FOR CORNER, SAID POINT BEING A RECOGNIZED EAST CORNER OF SAID JONES TRACT 1;

THENCE SOUTH 44 DEGREES 36 MINUTES 30 SECONDS WEST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID JONES TRACTS 1 PASSING A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569, THE APPARENT NORTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO L. V. AND STELLA ELLIOTT, RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS AT 18.17 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 1383.99 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED NORTHEAST LINE OF SAID JONES TRACT 2, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF SAID JONES TRACT 1 AND THE RECOGNIZED MOST NORTHERLY WEST CORNER OF TRACT A AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 42 DEGREES 24 MINUTES 52 SECONDS EAST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID JONES TRACT 2, A DISTANCE OF 205.32 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED EAST CORNER OF SAID JONES TRACT 2 AND A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454);

THENCE SOUTH 47 DEGREES 35 MINUTES 01 SECONDS WEST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID JONES TRACT 2, A DISTANCE OF 410.11 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF SAID JONES TRACT 2 AND THE RECOGNIZED MOST SOUTHERLY EAST CORNER OF LOT ONE, BLOCK ONE, WOLFORD ADDITION, RECORDED IN INSTRUMENT NO. 201200121817, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 44 DEGREES 10 MINUTES 49 SECONDS WEST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID JONES TRACT 2 AND THE APPARENT MOST SOUTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 1527.22 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID JONES TRACT 2 AND THE RECOGNIZED INNER ELL CORNER OF SAID LOT ONE, BLOCK ONE;

THENCE NORTH 44 DEGREES 58 MINUTES 30 SECONDS EAST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID JONES TRACT 2, A DISTANCE OF 407.01 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED SOUTH CORNER OF SAID JONES TRACT 3 AND THE RECOGNIZED MOST NORTHERLY EAST CORNER OF SAID LOT ONE, BLOCK ONE OF SAID WOLFORD ADDITION;

THENCE NORTH 44 DEGREES 23 MINUTES 00 SECONDS WEST, ALONG THE RECOGNIZED MOST NORTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE RECOGNIZED SOUTHWEST LINE OF SAID JONES TRACT 3, A DISTANCE OF 1020.46 FEET TO A POINT FOR CORNER WITHIN SAID E. STARK ROAD, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID JONES TRACT 3, FROM WHICH A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR WITNESS, THE RECOGNIZED NORTH CORNER OF SAID LOT ONE, BLOCK ONE OF SAID WOLFORD ADDITION BEARS SOUTH 44 DEGREES 23 MINUTES 00 SECONDS EAST-43.77 FEET;

THENCE NORTH 45 DEGREES 11 MINUTES 14 SECONDS EAST, WITHIN SAID E. STARK ROAD AND THE RECOGNIZED NORTHWEST LINES OF SAID JONES TRACTS 3 AND 4, A DISTANCE OF 1368.90 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3,875,213.22 SQ. FT. OR 88.96 ACRES OF LAND.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT "B"
CONCEPTUAL PLAN

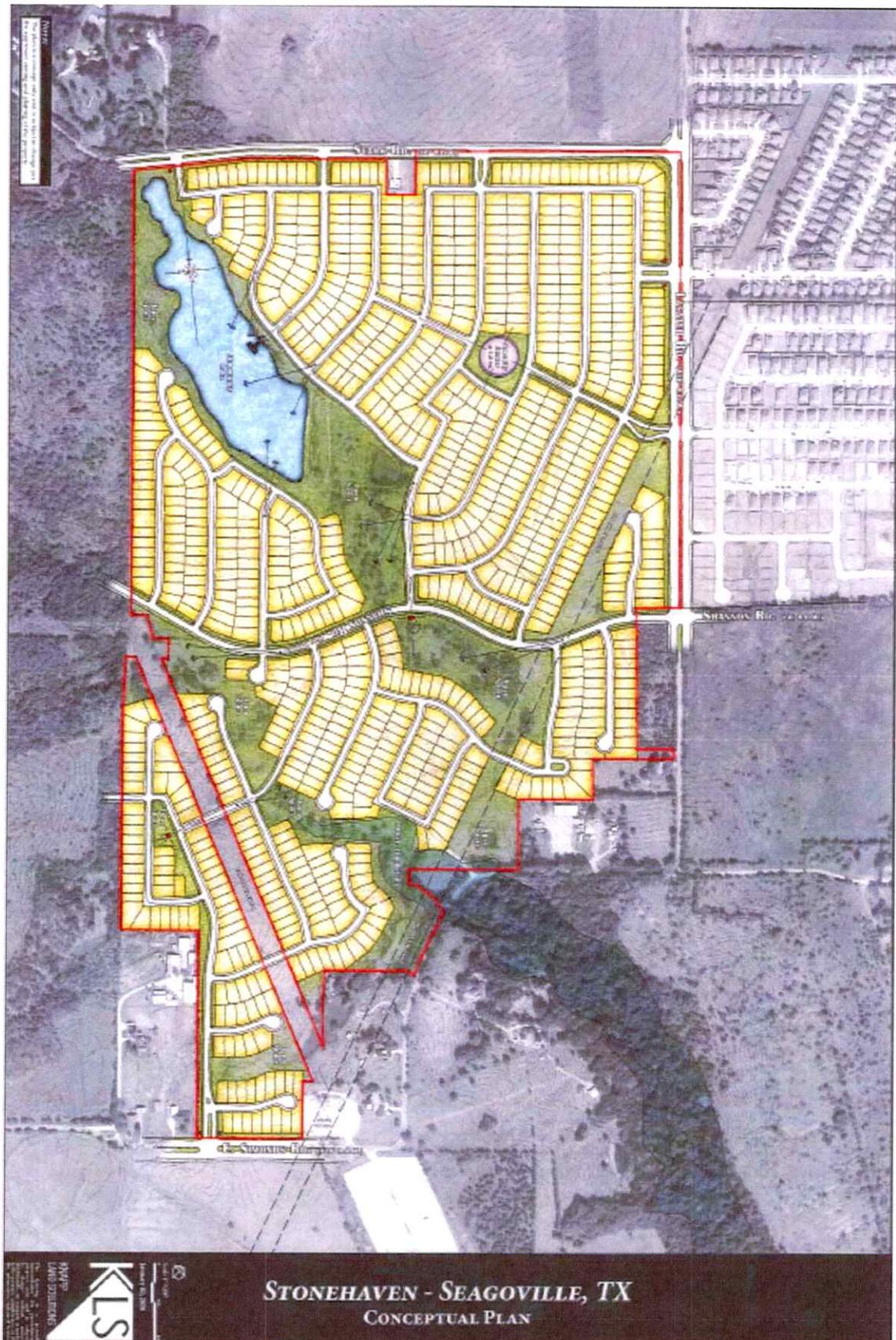


EXHIBIT "C"
CONCEPTUAL ELEVATIONS



1,681 SQ FT | 1 STORY | 4 BED | 2 BATH | 2 CAR



1,807 SQ FT | 1 STORY | 3 BED | 2 BATH | 2 CAR

EXHIBIT "C"
CONCEPTUAL ELEVATIONS



2,119 SQ FT | 2 STORY | 4 BED | 2.5 BATH | 2 CAR

EXHIBIT "C"
CONCEPTUAL ELEVATIONS



2,342 SQ FT | 2 STORY | 5 BED | 3.5 BATH | 2 CAR

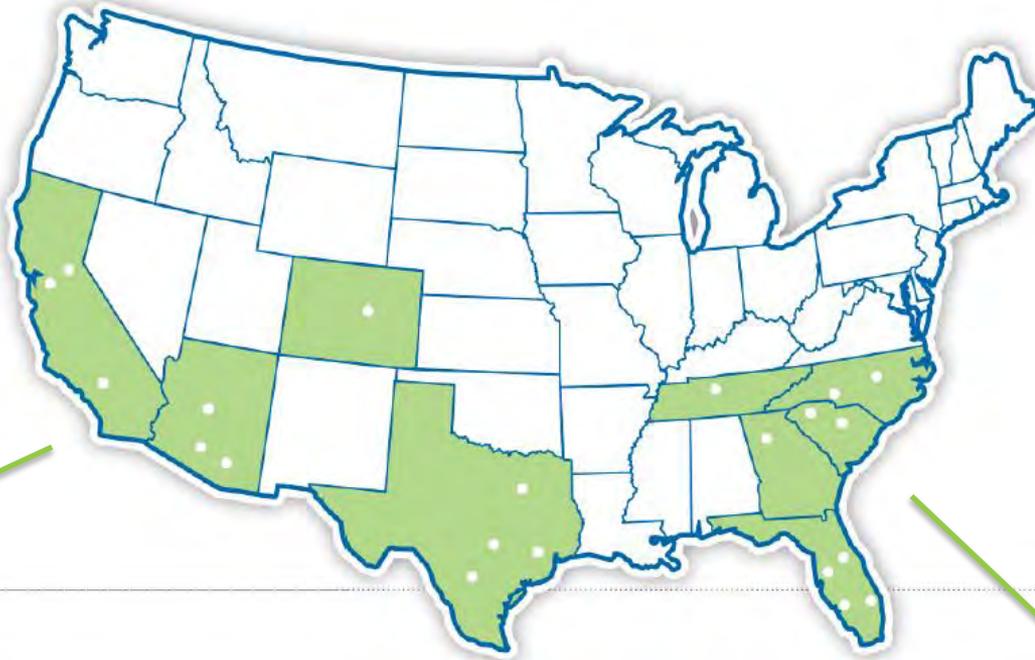




Stonehaven

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Top 10
Largest U.S.
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Closed over
125,000 homes
in 35 years

Phoenix
/Scottsdale, AZ
1985

Dallas / Fort
Worth, TX
1987

Austin, TX
1994

Tucson, AZ
1995

Houston, TX
1997

East Bay, Central
Valley,
Sacramento, CA
1998

San Antonio, TX
2003

Southern
California;
Denver, CO;
Orlando, FL
2004

Raleigh, NC
2011

Charlotte, NC
Tampa, FL
2012

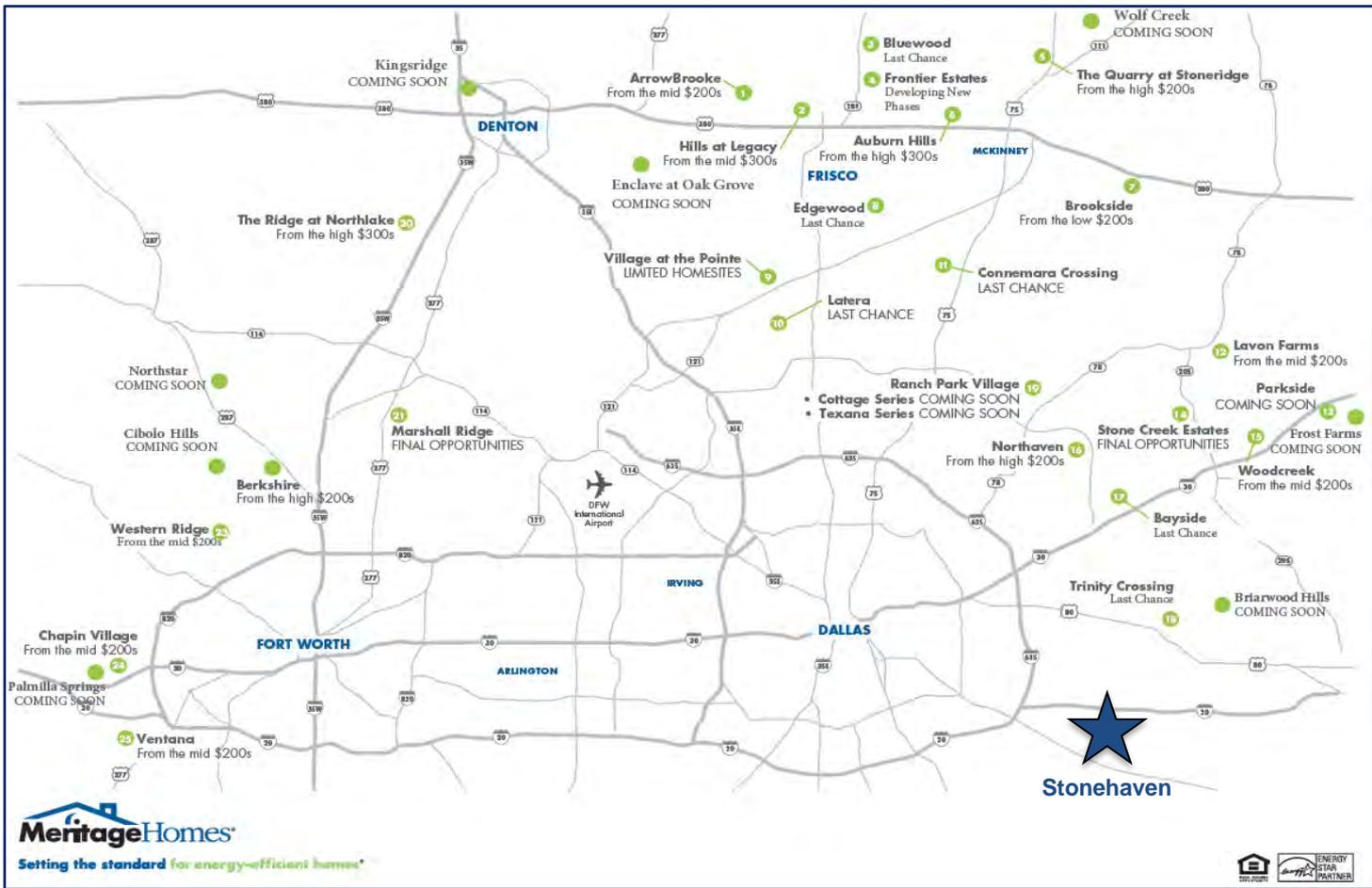
Nashville, TN
2013

Atlanta, GA
Greenville, SC
2014

South Florida
2016

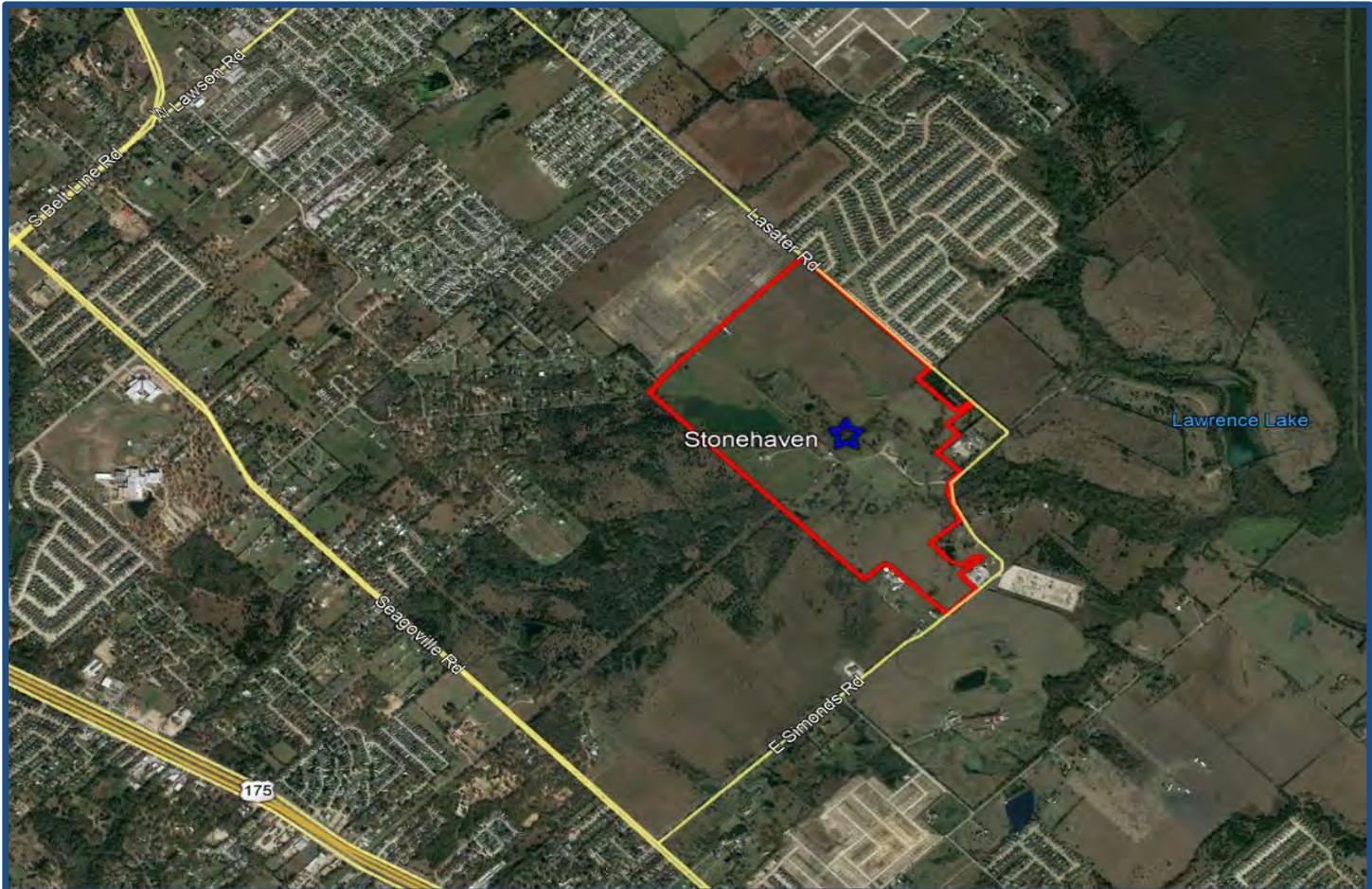
Over 250
Active
Communities

Meritage Homes Communities in DFW



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+/- 247 acres at Lasater Road and E Simonds Road



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- Cohesive Land Planning and Engineering
 - Extension of public utilities (Water & Sewer)
 - Existing roadway improvements along property boundaries (Lasater Rd, Stark Rd, & E Simonds Rd)
 - Community hike & bike trails
 - Landscape Buffers adjacent to surrounding roadways
 - Attractive monumentation
 - Scenic open space provided throughout community
 - Homes with pond-front views

Amenities

- Pool with restroom facilities
- Shaded Cabana
- Children's Play Area
- Play Ground
- Hike/Bike Trails
- Open Green Space
- Large Pond With Trails/Benches

Attractive Architecture

- Quality Single Family Construction
- Modern, energy efficient floorplans
- One Story and Two Story Options
- Community Entry Monument
- Extensive Landscaping



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 Website: www.planninganddesign.com

**STONEHAVEN
 CONCEPT PLAN**

DATE: 01/2018	DATE: 01/2018	DATE: 01/2018	DATE: 01/2018
DRAWN BY: AM	CHECKED BY: TM	PROJECT: STONEHAVEN	REVISION: 001

CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

- Extensive trail system including benches & shade trees
- Community amenity center with pool, play ground, & cabana
- Pond that includes, walking paths, benches, and shade trees



- Large amount of open green space and trails
- Areas of Tree Preservation & Planting



Amenity Center with Pool, Restroom Facilities, Shaded Area, Play Ground, and Open Play Area



*Image above is from an existing Meritage community to serve as an example of the amenities that MTH will provide

Traditional Single Family Homes

1,600 sq. feet – 3,100 sq. feet

3-5 Bedrooms, 2-3 Baths, 2 Car Garage





Proposed Amendments to Existing Zoning

Meritage is requesting the following amendments to the existing PD-20-02 zoning per Ordinance 05-2020, Section 2 for three tracts totaling +/- 247 acres as shown in the concept plan.

- Reduction in minimum front yard setback from 25-feet to 20-feet.
- Reduction in minimum rear yard setback from 20-feet to 15-feet.
- Minimum lot width of 50-feet measured along the front building setback.
- Maximum lot coverage of 55 percent.

These changes will allow for a broader range of our products to be built in this community, specifically, many of our larger plans that require a larger building pad



Questions?

LIFE. BUILT. BETTER.®

Regular Session Agenda Item: 6

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, by granting a change in zoning from Planned Development-Residential Single Family-5 (PD-20-02) to Planned Development- Residential Single Family-5 Amended (PD-20-02-A1) for three (3) tracts of land described as Tract I being approximately 135.08± acres commonly referred to as 2301 Simonds Road, 2219 Simonds Road, 2219 E. Simonds Road, and 1320 E. Stark Road and Tract 2 being approximately 22.95± acres of land commonly referred to as 2301 Simonds Road and, Tract 3 being approximately 88.96± acres of land located on the southeast corner of Stark Road and Lasater Road, all in the City of Seagoville, Dallas County, Texas, and each tract being legally described in Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing for the approval of an amended concept plan and elevations, which are attached hereto and incorporated herein respectively as Exhibits "B" and "C"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

The land is mostly used as ranch land, except for the home of the Wolfords. All lands are located southwest of Lasater Road between East Simonds Road and East Stark Road. The 135±acre Wolford tract and the Jones tract are contiguous to one another. The two Wolford tracts are separated by only an overhead power mainline on land that is owned by Texas Utilities Electric Company (Oncor).

Mickey Garner is representing his company of LJA Engineering, Inc. and property owners, Dennis & Janis Wolford as well as Richard Jones and Gary Jones, in their request to amend the current PD-20-02 (plan development with R-5, Residential Single Family, base zoning). The proposed development regulations to be revised include:

- Development in accordance with a submitted (to-be-approved by City Council) revised concept plan
- Reducing the minimum front building setback from 25-feet to 20 feet
- Reducing the minimum rear building setback from 20-feet to 15-feet
- Changing the location where the minimum lot width of 50-feet is measured from the along front or rear property line to the front building setback line
- Adding a regulation that the maximum lot coverage is 55%
- Adding regulations that the Amenity Center must include at a minimum:
 - A swimming pool,
 - Restroom facilities,
 - At least one (1) shaded cabana,
 - A playground area, and
 - An open play area separate from the playground

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report. The report also provides a recommendation from Staff on whether the P&Z should deny or approve the applicant's request.

A legal ad was published per the Texas Local Government Code in the Thursday, April 8, 2021 edition of the Daily Commercial Record newspaper. Including the parcels in the request, there are sixty-nine (69) properties plus part of eight (8) public streets and one (1) private street within 200-feet of the boundary of the request. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Wednesday, April 7, 2021. As of Thursday, April 22, 2021, no (zero) letters were returned as undeliverable by the U.S. Postal Service. No (zero) letters were returned against the request. Two (2) letters were returned in favor of the request. No one (zero) spoke for or against the request at the meeting.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Tuesday, August 31, 2021, edition of the Daily Commercial Record newspaper. The owners of each parcel were again notified in compliance with the 200-foot rule by mail on Wednesday, September 1, 2021. As of the date of this report, Monday, September 13, 2021, no (zero) letters were returned as undeliverable by the U.S. Postal Service and one (1) additional written responses have been received. The additional response was not marked in favor or against the request, but since it is from one of the subject property owners, staff believes it is in support of the application. Staff will make the Council members aware of any additional responses received at their meeting.

FINANCIAL IMPACT:

Not applicable

RECOMMENDATION:

On April 19th, the Planning and Zoning Commission voted unanimously (five to zero) to recommend approval with conditions on the request to amend the PD-20-02 zoning on three tracts of land in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, from PD-R5 (Planned Development/R-5, Residential Single Family) to PD-20-02-A1 to amend the concept plan, the front and rear building setbacks, define where the lot width is measured, and define the maximum lot coverage. The conditions of approval were:

- Construction of 5-foot wide sidewalks along Stark Road, Simonds Road, Lasater Road, and Shannon Road with their pavement improvements.
- All other streets constructed with 4-foot wide sidewalks on both sides unless otherwise in plans.
- Internal HOA-trail system to have 4-foot sidewalks when trail is not within a street right-of-way.
- Masonry screening walls where rear or side yards attach to the right-of-way of Stark, Lasater, and Simonds Roads.

Staff supports the request with the listed conditions.

EXHIBIT:

Ordinance (27 pages)

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM PLANNED DEVELOPMENT-RESIDENTIAL SINGLE FAMILY-5 (PD-20-02) TO PLANNED DEVELOPMENT – RESIDENTIAL SINGLE FAMILY-5 AMENDED (PD-20-02-A1) FOR THREE (3) TRACTS OF LAND DESCRIBED AS TRACT 1 BEING APPROXIMATELY 135.08± ACRES COMMONLY REFERRED TO AS 2301 SIMONDS ROAD, 2219 SIMONDS ROAD, 2219 E. SIMONDS ROAD, AND 1320 E. STARK ROAD, AND TRACT 2 BEING APPROXIMATELY 22.95± ACRES OF LAND COMMONLY REFERRED TO AS 2301 SIMONDS ROAD, AND TRACT 3 BEING APPROXIMATELY 88.96± ACRES OF LAND LOCATED ON THE SOUTHEAST CORNER OF STARK ROAD AND LASATER ROAD, ALL IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND EACH TRACT BEING LEGALLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR AMENDED DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF AN AMENDED CONCEPT PLAN AND ELEVATIONS, WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN RESPECTIVELY AS EXHIBITS "B" AND "C"; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the City Council of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said City Council is of the opinion that Zoning Application No. Z2020-08 (PD 20-02-A1) should be approved, and in the exercise of legislative discretion has concluded that the Comprehensive Zoning Ordinance and Map should be amended to reflect the granting of this Zoning Application.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville,

Texas, duly passed by the City Council of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Planned Development-Residential Single Family-5 (PD-20-02) to Planned Development- Residential Single Family-5 Amended (PD-20-02-A1) for three (3) tracts of land described as Tract I being approximately 135.08± acres commonly referred to as 2301 Simonds Road, 2219 Simonds Road, 2219 E. Simonds Road, and 1320 E. Stark Road and Tract 2 being approximately 22.95± acres of land commonly referred to as 2301 Simonds Road and, Tract 3 being approximately 88.96± acres of land located on the southeast corner of Stark Road and Lasater Road, all in the City of Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit A, attached hereto and incorporated herein.

SECTION 2. The property shall be developed and used in accordance with the City of Seagoville Code of Ordinances, including the Zoning Ordinance and Construction Standards, except as amended herein, including as amended by the following development regulations:

- A. Development must be in accordance with the amended concept plan attached hereto and incorporated herein as Exhibit B
- B. Minimum front yard depth of 20 feet
- C. Minimum rear yard depth of 15 feet
- D. Minimum side yard width of 5 feet
- E. Minimum street side yard width of 10 feet
- F. Minimum lot width of 50 feet measured along the front building setback line
- G. Maximum lot coverage allowed is fifty-five (55%) percent
- H. Minimum lot depth of 110 feet except lots in cul-de-sacs and street elbows shall have 90-foot minimums
- I. Minimum lot area of 5,500 square feet
- J. Minimum living area of the houses to be 1,600 square feet with at least 70% of the homes having at least 1,700 square feet
- K. 80% masonry exterior walls
- L. Exterior walls and/or facades shall have an appearance substantially like those on the elevations attached here to and incorporated here in as Exhibit C.
- M. Garages to be a minimum of 2-cars with either a front or side entry
- N. Garage doors to have an enhanced design aesthetic
- O. Maximum height of 2-1/2 stories
- P. Minimum roof pitch of 6:12
- Q. Maximum dwelling unit density of 4.22 units per gross acre of development
- R. Additional land uses of detached single family residential and accessory uses, an amenity center, and a temporary batch plant during construction
- S. Same house elevation not to be repeated within three (3) lots on the same side of the street nor within three (3) lots on opposite sides of a street
- T. Amenity Center to be located as on the concept plan or plat and to include at a minimum a swimming pool, restroom facilities, at least one (1) shaded cabana, a

- playground area, and an open play area separate from the playground
- U. Open spaces to have 4-foot wide (4') sidewalks along street frontages, established grass groundcover, and two (2) of the following features: park benches, shade structure, interior sidewalks, trees, water feature or similar park type features.
 - V. The internal trail system to have four foot wide (4') sidewalks maintained by the Homeowners' Association when the trail is not located within a street right-of-way
 - W. Five foot (5') wide sidewalks shall be constructed along Stark Road, Simonds Road, Lasater Road and Shannon Road at the same time as the pavement improvements
 - X. Four foot (4') wide sidewalks shall be constructed on both sides of all other streets unless otherwise shown on City-approved engineering plans
 - Y. Homeowners Association (HOA) to maintain all open spaces and the Amenity Center
 - Z. Trail system to be designed and constructed to provide views of existing lake and other natural features
 - AA. Masonry screening walls where rear or side yards attach to the right-of-way of Stark, Lasater, and/or Simonds Roads.

SECTION 3. The property shall be developed and used only in accordance with the amended conceptual plan attached hereto and incorporated herein by reference as Exhibit B and the elevations attached hereto and incorporated herein as Exhibit C, all of which are hereby approved.

SECTION 4. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein.

SECTION 5. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville. as heretofore and herein amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense;

and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. That this ordinance shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the ____ day of _____, 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(091321vwtTM124754)

EXHIBIT "A"
LEGAL DESCRIPTION

TRACT 1:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, BEING A PORTION OF LOT ONE, BLOCK ONE, WILFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, RECORDED IN INSTRUMENT NO. 201200121817, MAP RECORDS, DALLAS COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALSO THAT TRACT OF LAND KNOWN AS TRACT A, AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND A TRACT OF LAND KNOWN AS TRACT "A", AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND LOT 3 OF THE REPLAT OF NABORS SUBDIVISION TO THE CITY OF SEAGOVILLE, RECORDED IN VOLUME 93051, PAGE 1958, MAP RECORDS, DALLAS COUNTY, TEXAS, AND BEING DESCRIBED

BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTHEAST LINE OF E. STARK ROAD, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AND THE APPARENT NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO JUDITH SMITH MOORE AND KIRBY C. SMITH, RECORDED IN VOLUME 85109, PAGE 3205, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 39 DEGREES 16 MINUTES 47 SECONDS EAST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID E. STARK ROAD AND THE RECOGNIZED NORTHWEST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 589.10 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT;

THENCE NORTH 45 DEGREES 19 MINUTES 28 SECONDS EAST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID E. STARK ROAD AND THE RECOGNIZED NORTHWEST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 714.94 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER IN THE APPARENT SOUTHWEST LINE OF A TOWER EASEMENT, RECORDED IN INSTRUMENT NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE NORTH CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 44 DEGREES 37 MINUTES 14 SECONDS EAST, OVER AND UPON SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTHWEST LINE OF SAID TOWER EASEMENT, A DISTANCE OF 182.45 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT AND THE APPARENT SOUTH CORNER OF SAID TOWER EASEMENT;

THENCE NORTH 45 DEGREES 22 MINUTES 46 SECONDS EAST, OVER AND UPON SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTHEAST LINE OF SAID TOWER EASEMENT, A DISTANCE OF 149.79 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPARENT SOUTHWEST LINE OF TRACT 3 AS DESCRIBED IN DEED TO RICHARD T. JONES AND GARY R. JONES, RECORDED IN INSTRUMENT NO. 20180001184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE RECOGNIZED MOST NORTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE, SAID POINT BEING THE APPARENT EAST CORNER OF SAID TOWER EASEMENT;

THENCE SOUTH 44 DEGREES 23 MINUTES 00 SECONDS EAST, ALONG THE RECOGNIZED MOST NORTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTHWEST LINE OF SAID JONES TRACT 3, A DISTANCE OF 794.09 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPARENT NORTHWEST LINE OF SAID JONES TRACT 2, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY EAST CORNER OF SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTH CORNER OF SAID JONES TRACT 3;

THENCE SOUTH 44 DEGREES 58 MINUTES 30 SECONDS WEST, ALONG THE RECOGNIZED MOST NORTHERLY SOUTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE APPARENT NORTHWEST LINE OF SAID JONES TRACT 2, A DISTANCE OF 407.01 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED INNER ELL CORNER OF SAID LOT ONE, BLOCK ONE AND THE APPARENT WEST CORNER OF SAID JONES TRACT 2;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 44 DEGREES 10 MINUTES 49 SECONDS EAST, ALONG THE RECOGNIZED MOST SOUTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE APPARENT SOUTHWEST LINE OF SAID JONES TRACT 2, A DISTANCE OF 1527.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED MOST SOUTHERLY NORTHWEST LINE OF SAID WOLFORD TRACT A, (INSTR. NO. 201100149454), SAID POINT BEING THE APPARENT SOUTH CORNER OF SAID JONES TRACT 2;

THENCE NORTH 47 DEGREES 35 MINUTES 01 SECONDS EAST, ALONG THE RECOGNIZED MOST SOUTHERLY NORTHWEST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTHEAST LINE OF SAID JONES TRACT 2, A DISTANCE OF 410.11 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT EAST CORNER OF SAID JONES TRACT 2;

THENCE NORTH 42 DEGREES 24 MINUTES 52 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID JONES TRACT 2, A DISTANCE OF 205.32 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY WEST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF SAID JONES TRACT 1;

THENCE NORTH 44 DEGREES 36 MINUTES 30 SECONDS EAST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTHEAST LINE OF SAID JONES TRACT 1, A DISTANCE OF 1155.82 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED NORTH CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO L. V. AND STELLA ELLIOTT, RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 45 DEGREES 02 MINUTES 15 SECONDS EAST, ALONG THE MOST NORTHERLY NORTHEAST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454), A DISTANCE OF 721.44 FEET TO A 1 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO L. V. AND STELLA ELLIOTT, RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 45 DEGREES 39 MINUTES 30 SECONDS EAST, ALONG THE APPARENT SOUTHEAST LINE OF SAID ELLIOTT TRACT (VOL. 3294, PG. 563), A DISTANCE OF 192.19 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTHWEST LINE OF LASATER ROAD, SAID POINT BEING THE RECOGNIZED MOST EASTERLY NORTH CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT EAST CORNER OF SAID ELLIOTT TRACT (VOL. 3294, PG. 563);

THENCE SOUTH 44 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID LASATER ROAD AND THE RECOGNIZED NORTHEAST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454), A DISTANCE OF 48.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY EAST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT NORTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO LARRY D. WALKER, RECORDED IN INSTRUMENT NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 45 DEGREES 29 MINUTES 43 SECONDS WEST, ALONG THE APPARENT NORTHWEST LINE OF SAID WALKER TRACT, A DISTANCE OF 420.00 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF SAID WALKER TRACT (INSTR. NO. 201000089281);

THENCE SOUTH 44 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID WALKER TRACT (INSTR. NO. 201000089281), A DISTANCE OF 210.00 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER IN THE APPARENT NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO JERRY A. AND CLAUDETTE MCFADDEN, RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE APPARENT SOUTH CORNER OF SAID WALKER TRACT (INSTR. NO. 201000089281);

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 45 DEGREES 29 MINUTES 43 SECONDS WEST, ALONG THE APPARENT NORTHWEST LINE OF SAID MCFADDEN TRACT, A DISTANCE OF 381.44 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT WEST CORNER OF SAID MCFADDEN TRACT;

THENCE SOUTH 44 DEGREES 47 MINUTES 17 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID MCFADDEN TRACT, A DISTANCE OF 363.00 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER WITHIN E. SIMONDS ROAD; SAID POINT BEING THE RECOGNIZED MOST SOUTHERLY EAST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF SAID MCFADDEN TRACT;

THENCE SOUTH 45 DEGREES 29 MINUTES 43 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHEAST LINE OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454), A DISTANCE OF 563.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED NORTHEAST LINE OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319), SAID POINT BEING THE RECOGNIZED MOST EASTERLY SOUTH CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 43 DEGREES 43 MINUTES 05 SECONDS EAST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319), A DISTANCE OF 75.22 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID LOT 3 OF THE REPLAT OF NABORS SUBDIVISION, RECORDED IN VOLUME 93051, PAGE 1956, MAP RECORDS, DALLAS COUNTY TEXAS;

THENCE ALONG THE RECOGNIZED NORTH LINE OF SAID LOT 3, THE FOLLOWING COURSES AND DISTANCES; NORTH 55 DEGREES 26 MINUTES 15 SECONDS EAST, 43.03 FEET TO AN ANGLE POINT; NORTH 80 DEGREES 10 MINUTES 15 SECONDS EAST, 85.02 FEET TO AN ANGLE POINT; SOUTH 88 DEGREES 11 MINUTES 45 SECONDS EAST, 61.26 FEET TO AN ANGLE POINT; SOUTH 72 DEGREES 04 MINUTES 45 SECONDS EAST, 53.55 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTHWEST LINE OF SAID E. SIMONDS ROAD, SAID POINT BEING THE RECOGNIZED NORTHEAST CORNER OF SAID LOT 3 OF THE REPLAT OF NABORS SUBDIVISION AND A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 32 MINUTES 30 SECONDS, A RADIUS OF 1386.30 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 26 MINUTES 50 SECONDS EAST-274.76 FEET;

THENCE ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID E. SIMONDS ROAD AND SAID CURVE TO THE LEFT, AN ARC LENGTH OF 275.23 FEET TO A 1/2 INCH IRON ROD FOUND AT THE END OF SAID CURVE;

THENCE SOUTH 24 DEGREES 13 MINUTES 05 SECONDS EAST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID E. SIMONDS ROAD, A DISTANCE OF 77.87 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED SOUTHEAST CORNER OF SAID LOT 3 AND THE APPARENT NORTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO LOWELL T. AND BARBARA S. SHERMAN, RECORDED IN VOLUME 99051, PAGE 4686, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 77 DEGREES 29 MINUTES 56 SECONDS WEST, ALONG THE RECOGNIZED SOUTH LINE OF SAID LOT 3 AND THE APPARENT NORTH LINE OF SAID SHERMAN TRACT, A DISTANCE OF 44.58 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY EAST LINE OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319) AND THE RECOGNIZED SOUTH CORNER OF SAID LOT 3 OF THE REPLAT OF NABORS SUBDIVISION;

THENCE SOUTH 45 DEGREES 50 MINUTES 19 SECONDS WEST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID WOLFORDS TRACT "A" (INSTR. NO. 201100150319) AND THE APPARENT NORTHWEST LINE OF SAID SHERMAN TRACT, A DISTANCE OF 424.00 FEET TO A PK NAIL FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319) AND THE APPARENT WEST CORNER OF SAID SHERMAN TRACT;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 41 DEGREES 11 MINUTES 32 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID SHERMAN TRACT, A DISTANCE OF 211.24 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE APPARENT SOUTH CORNER OF SAID SHERMAN TRACT AND THE APPARENT WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO GLYDE CARMAN, RECORDED IN INSTRUMENT NO. 200900225070, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 47 DEGREES 31 MINUTES 51 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID CARMAN TRACT, A DISTANCE OF 187.91 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED NORTHEAST LINE OF A 100 FOOT RIGHT-OF-WAY TO T. P. & L. COMPANY, RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING EAST CORNER OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319), FROM WHICH A 1/2 INCH IRON ROD FOUND FOR REFERENCE, IN THE RECOGNIZED SOUTHWEST LINE OF SAID T. P. & L. COMPANY RIGHT-OF-WAY BEARS SOUTH 33 DEGREES 06 MINUTES 49 SECONDS EAST 176.34 FEET;

THENCE NORTH 67 DEGREES 39 MINUTES 43 SECONDS WEST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID T. P. & L. COMPANY RIGHT-OF-WAY AND THE RECOGNIZED SOUTHWEST LINE OF SAID WOLFORD TRACT "A" (INSTR. NO. 201100150319), A DISTANCE OF 2162.92 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP FOR CORNER IN THE APPARENT SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO T. P. & L. COMPANY, RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE RECOGNIZED NORTH CORNER OF A 100 FOOT T. P. & L. COMPANY RIGHT-OF-WAY, RECORDED IN VOLUME 5611, PAGE 139 AND THE MOST SOUTHERLY WEST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454);

THENCE NORTH 47 DEGREES 57 MINUTES 15 SECONDS EAST, ALONG THE APPARENT SOUTHEAST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PAGE 601), A DISTANCE OF 35.49 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT EAST CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PAGE 601);

THENCE NORTH 42 DEGREES 02 MINUTES 45 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PAGE 601), A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTHEAST LINE OF SAID LOT ONE, BLOCK ONE OF WOLFORD ADDITION, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454) AND THE APPARENT NORTH CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PAGE 601);

THENCE SOUTH 47 DEGREES 57 MINUTES 40 SECONDS WEST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 82.35 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP STAMPED "2516" FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST EASTERLY SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE APPARENT EAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO T. P. & L. COMPANY, RECORDED IN VOLUME 5611, PAGE 137, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 58 DEGREES 56 MINUTES 11 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID T. P. & L. COMPANY TRACT, A DISTANCE OF 125.07 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP STAMPED "2516" FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID LOT ONE, BLOCK ONE AND THE APPARENT NORTH CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 5611, PG. 137);

THENCE SOUTH 44 DEGREES 18 MINUTES 28 SECONDS WEST, ALONG THE RECOGNIZED MOST NORTHERLY SOUTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE APPARENT NORTHWEST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 5611, PG. 139, A DISTANCE OF 82.81 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST WESTERLY SOUTH CORNER OF SAID LOT ONE, BLOCK ONE, THE APPARENT EAST CORNER OF SAID MOORE/SMITH TRACT AND THE APPARENT WEST CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 5611, PG. 137);

THENCE NORTH 44 DEGREES 26 MINUTES 22 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF

EXHIBIT "A"
LEGAL DESCRIPTION

SAID MOORE/SMITH TRACT AND THE RECOGNIZED SOUTHWEST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 1422.16 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT;

THENCE NORTH 44 DEGREES 50 MINUTES 41 SECONDS WEST, ALONG THE APPARENT NORTHEAST LINE OF SAID MOORE/SMITH TRACT AND THE RECOGNIZED SOUTHWEST LINE OF SAID LOT ONE, BLOCK ONE, WOLFORD ADDITION, A DISTANCE OF 859.78 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5,884,074.68 SQ. FT. OR 135.06 ACRES OF LAND.

TRACT 2:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, BEING KNOWN AS TRACT B AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND TRACT "B", AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1 INCH IRON PIPE FOUND FOR CORNER IN THE RECOGNIZED NORTHWEST LINE OF E. SIMONDS ROAD AND THE APPARENT NORTHEAST LINE OF THE RESIDUE OF A TRACT OF LAND DESCRIBED IN DEED TO O. D. AND BILLIE OGLETHREE, RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319);

THENCE NORTH 44 DEGREES 34 MINUTES 09 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHWEST LINE OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319), A DISTANCE OF 1067.85 FEET TO A 1 INCH IRON PIPE FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT NORTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO J. R. AND BARBARA O. YARBOROUGH, RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 46 DEGREES 07 MINUTES 45 SECONDS WEST, ALONG THE MOST NORTHERLY SOUTHWEST LINE OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319), A DISTANCE OF 399.82 FEET TO A 1 INCH IRON ROD FOUND FOR CORNER IN THE APPARENT NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CHARLOTTE LEE TAYLOR, RECORDED IN INSTRUMENT NO. 200700095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING A RECOGNIZED MOST WESTERLY SOUTH CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT WEST CORNER OF SAID YARBOROUGH TRACT;

THENCE NORTH 44 DEGREES 28 MINUTES 10 SECONDS WEST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT NORTHEAST LINE OF SAID TAYLOR TRACT, A DISTANCE OF 1039.75 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE RECOGNIZED SOUTH CORNER OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454);

THENCE NORTH 42 DEGREES 16 MINUTES 17 SECONDS WEST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454) AND THE APPARENT NORTHEAST LINE OF SAID TAYLOR TRACT, A DISTANCE OF 354.26 FEET TO A 1/2 INCH IRON ROD FOUND WITH ORANGE CAP FOR CORNER, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454) AND THE APPARENT SOUTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO T. P. & L. COMPANY, RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 47 DEGREES 57 MINUTES 15 SECONDS EAST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454) AND THE APPARENT SOUTHEAST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 5632, PG. 601), A DISTANCE OF 53.29 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED NORTH CORNER OF SAID WOLFORD TRACT B (INSTR. NO.

EXHIBIT "A"
LEGAL DESCRIPTION

201100149454) AND THE RECOGNIZED WEST CORNER OF A 100 FOOT T. P. & L. COMPANY RIGHT-OF-WAY, RECORDED IN VOLUME 5611, PAGE 139, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 67 DEGREES 39 MINUTES 43 SECONDS EAST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID T. P. & L. COMPANY RIGHT-OF-WAY AND THE RECOGNIZED NORTHEAST LINE OF SAID WOLFORD TRACT B (INSTR. NO. 201100149454), A DISTANCE OF 2356.11 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE APPARENT NORTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO T. P. & L. COMPANY, RECORDED IN VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF A 100 FOOT T. P. & L. COMPANY RIGHT-OF-WAY, RECORDED IN VOLUME 5642, PAGE 230 AND THE MOST NORTHERLY EAST CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319), FROM WHICH A 1/2 INCH IRON ROD FOUND FOR REFERENCE IN THE RECOGNIZED NORTHEAST LINE OF SAID T. P. & L. COMPANY RIGHT-OF-WAY (VOL. 5642, PG. 230) BEARS NORTH 33 DEGREES 06 MINUTES 49 SECONDS WEST-176.34 FEET;

THENCE SOUTH 45 DEGREES 50 MINUTES 19 SECONDS WEST, ALONG THE APPARENT NORTHWEST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 3844, PAGE 413), A DISTANCE OF 50.70 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT WEST CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 3844, PAGE 413);

THENCE SOUTH 44 DEGREES 09 MINUTES 41 SECONDS EAST, ALONG THE APPARENT SOUTHWEST LINE OF SAID T. P. & L. COMPANY TRACT (VOL. 3844, PG. 413), A DISTANCE OF 300.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED NORTHWEST LINE OF SAID E. SIMONDS ROAD, SAID POINT BEING THE RECOGNIZED EAST CORNER OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319) AND THE APPARENT SOUTH CORNER OF SAID T. P. & L. COMPANY TRACT (VOL. 3844, PG. 413);

THENCE SOUTH 45 DEGREES 44 MINUTES 07 SECONDS WEST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID E. SIMONDS ROAD AND THE RECOGNIZED SOUTHEAST LINE OF SAID WOLFORD TRACT "B" (INSTR. NO. 201100150319), A DISTANCE OF 540.76 FEET TO THE PLACE OF BEGINNING AND CONTAINING 999,859.54 SQ. FT. OR 22.95 ACRES OF LAND.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

TRACT 3:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, BEING KNOWN AS TRACTS 1, 2, 3 AND 4 AS DESCRIBED IN DEED TO RICHARD T. JONES AND GARY R. JONES, RECORDED IN INSTRUMENT NO. 20180001184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER NEAR THE CENTER OF THE INTERSECTION E. STARK ROAD AND LASATER ROAD, SAID POINT BEING THE RECOGNIZED NORTH CORNER OF SAID JONES TRACT 4, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR WITNESS BEARS NORTH 77 DEGREES 41 MINUTES 47 SECONDS WEST-51.98 FEET;

THENCE SOUTH 44 DEGREES 51 MINUTES 29 SECONDS EAST, WITHIN LASATER ROAD AND ALONG THE RECOGNIZED NORTHEAST LINE OF TRACTS 4, 2 AND 1, A DISTANCE OF 2347.09 FEET TO A POINT FOR CORNER, SAID POINT BEING A RECOGNIZED EAST CORNER OF SAID JONES TRACT 1;

THENCE SOUTH 44 DEGREES 36 MINUTES 30 SECONDS WEST, ALONG THE RECOGNIZED SOUTHEAST LINE OF SAID JONES TRACTS 1 PASSING A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569, THE APPARENT NORTH CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO L. V. AND STELLA ELLIOTT, RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS AT 18.17 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 1383.99 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED NORTHEAST LINE OF SAID JONES TRACT 2, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF SAID JONES TRACT 1 AND THE RECOGNIZED MOST NORTHERLY WEST CORNER OF TRACT A AS DESCRIBED IN DEED TO DENNIS AND JANIS WOLFORD, RECORDED IN INSTRUMENT NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

EXHIBIT "A"
LEGAL DESCRIPTION

THENCE SOUTH 42 DEGREES 24 MINUTES 52 SECONDS EAST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID JONES TRACT 2, A DISTANCE OF 205.32 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED EAST CORNER OF SAID JONES TRACT 2 AND A RECOGNIZED INNER ELL CORNER OF SAID WOLFORD TRACT A (INSTR. NO. 201100149454);

THENCE SOUTH 47 DEGREES 35 MINUTES 01 SECONDS WEST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID JONES TRACT 2, A DISTANCE OF 410.11 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF SAID JONES TRACT 2 AND THE RECOGNIZED MOST SOUTHERLY EAST CORNER OF LOT ONE, BLOCK ONE, WOLFORD ADDITION, RECORDED IN INSTRUMENT NO. 201200121817, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 44 DEGREES 10 MINUTES 49 SECONDS WEST, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID JONES TRACT 2 AND THE APPARENT MOST SOUTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE, A DISTANCE OF 1527.22 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID JONES TRACT 2 AND THE RECOGNIZED INNER ELL CORNER OF SAID LOT ONE, BLOCK ONE;

THENCE NORTH 44 DEGREES 58 MINUTES 30 SECONDS EAST, ALONG THE RECOGNIZED NORTHWEST LINE OF SAID JONES TRACT 2, A DISTANCE OF 407.01 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING A RECOGNIZED SOUTH CORNER OF SAID JONES TRACT 3 AND THE RECOGNIZED MOST NORTHERLY EAST CORNER OF SAID LOT ONE, BLOCK ONE OF SAID WOLFORD ADDITION;

THENCE NORTH 44 DEGREES 23 MINUTES 00 SECONDS WEST, ALONG THE RECOGNIZED MOST NORTHERLY NORTHEAST LINE OF SAID LOT ONE, BLOCK ONE AND THE RECOGNIZED SOUTHWEST LINE OF SAID JONES TRACT 3, A DISTANCE OF 1020.46 FEET TO A POINT FOR CORNER WITHIN SAID E. STARK ROAD, SAID POINT BEING THE RECOGNIZED WEST CORNER OF SAID JONES TRACT 3, FROM WHICH A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR WITNESS, THE RECOGNIZED NORTH CORNER OF SAID LOT ONE, BLOCK ONE OF SAID WOLFORD ADDITION BEARS SOUTH 44 DEGREES 23 MINUTES 00 SECONDS EAST-43.77 FEET);

THENCE NORTH 45 DEGREES 11 MINUTES 14 SECONDS EAST, WITHIN SAID E. STARK ROAD AND THE RECOGNIZED NORTHWEST LINES OF SAID JONES TRACTS 3 AND 4, A DISTANCE OF 1368.90 FEET TO THE PLACE OF BEGINNING AND CONTAINING 3,875,213.22 SQ. FT. OR 88.96 ACRES OF LAND.

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT "B" CONCEPT PLAN



EXHIBIT "C"
ELEVATIONS

C401 Elevations A-G



C401 A



C401 B



C401 C



C401 D



C401 E



C401 F

**EXHIBIT "C"
ELEVATIONS**



C401 G

**EXHIBIT "C"
ELEVATIONS**

C403 Elevations A-G



C403 A



C403 B



C403 C



C403 D



C403 E



C403 F

**EXHIBIT "C"
ELEVATIONS**



C403 G

**EXHIBIT "C"
ELEVATIONS**

C451 Elevations A-F



C451 A



C451 B



C451 C



C451 D



C451 E



C451 F

**EXHIBIT "C"
ELEVATIONS**

C455 Elevations A-F



C455 A



C455 B



C455 C



C455 D



C455 E



C455 F

**EXHIBIT "C"
ELEVATIONS**



**EXHIBIT "C"
ELEVATIONS**



**EXHIBIT "C"
ELEVATIONS**



EXHIBIT "C"
ELEVATIONS



**EXHIBIT "C"
ELEVATIONS**



**EXHIBIT "C"
ELEVATIONS**



**EXHIBIT "C"
ELEVATIONS**



**EXHIBIT "C"
ELEVATIONS**



**EXHIBIT "C"
ELEVATIONS**



Regular Session Agenda Item: 7

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Conduct a public hearing to receive public comment on a request to create a public improvement district to make certain improvements over certain property located within the City of Seagoville and referred to as Stonehaven in accordance with Chapter 372 of the Texas Local Government Code.

BACKGROUND OF ISSUE:

The City Council has received a formal request (the “Petition”) from certain property owners within the City and the extraterritorial jurisdiction of the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”) for the subdivision known as Stonehaven. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

In a regular meeting of the City Council on August 30, 2021, the City Council voted unanimously to approve a Resolution to accept the Petition and call the public hearing on the creation of Stonehaven Public Improvement. A legal notice was published in the September 1, 2021 edition of the Daily Commercial Record newspaper, which is the official newspaper of the City of Seagoville. Written notice was mailed to each property owner, as reflected on the tax rolls, of property subject to assessment within the PID. In accordance with state law, the aforementioned occurred before the 15th day prior to the public hearing.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 8

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing and creating a Public Improvement District referred to as Stonehaven in the City of Seagoville in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits. The City received a petition from the owner of approximately 247 acres within the corporate limits of the City (the "*Petitioner*"), requesting the establishment of a PID (to be known as the "Stonehaven Public Improvement District") (the "*District*") within the corporate limits of the City, such District to include the property described by metes and bounds in Exhibit A (the "*Property*"), each attached hereto and incorporated herein for all purposes. The City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act.

On August 30, 2020, the City Council accepted the Petition and called a public hearing for September 20, 2021, on the creation of the District and the advisability of the improvements. Notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act. Notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 20, 2021. The City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until September 20, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Creating Public Improvement District

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT REFERRED TO AS STONEHAVEN IN THE CITY OF SEAGOVILLE IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

WHEREAS, the City received a petition from the owner of approximately 247 acres within the corporate limits of the City (the "*Petitioner*"), requesting the establishment of a PID (to be known as the "Stonehaven Public Improvement District") (the "*District*") within the corporate limits of the City, such District to include the property described by metes and bounds in Exhibit A (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on August 30, 2020, the City Council accepted the Petition and called a public hearing for September 20, 2021, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 20, 2021; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until September 20, 2021; and

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition at the public hearing on September 20, 2021, hereby finds and declares:

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) water, wastewater and drainage improvements and facilities, (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above; These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.
- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$16,000,000. The City will pay no costs of the Authorized Improvements from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.
- (d) *Boundaries of the District.* Approximately 247 Acres of Land within the City of Seagoville, Dallas County, Texas, Said Property Being Generally Located generally on the West side of Lasater between Simonds Road and Stark Road, approximately 1.5 miles North of Highway 175 and 1 mile South of Interstate 20. A metes and bounds description is available for inspection at the offices of the City Secretary at City Hall at 702 North Highway 175, Seagoville, Texas 75159. The boundaries of the District are set forth in Exhibit A attached hereto.
- (e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized

Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

(f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds available to the Petitioners.

(g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Stonehaven Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That notice of this Resolution authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City in which the District is to be located. Effective upon the publication of such notice, the District shall be established.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect immediately from and after its passage and publication as required by law.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, on the 20th day of September, 2021.

Dennis Childress
Mayor

ATTEST:

City Secretary

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Dennis Childress, Mayor of the City of Seagoville, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Resolution in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

PROPERTY DESCRIPTION

TRACT 1

BEING A 222.432 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 222.432 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE

TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID LOT ONE, BLOCK ONE, AND ALONG THE COMMON LINES OF SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 0.690 ACRE EASEMENT;

NORTH 44 DEGREES 19 MINUTES 26 MINUTES, A DISTANCE OF 149.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 0.690 ACRE EASEMENT. SAID POINT BEING ON THE NORTHEAST LINE OF SAID LOT ONE AND THE COMMON SOUTHWEST LINE OF AFORESAID "TRACT 3";

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 1339.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST

CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;

SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID 4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND

THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON

PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST

CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

Regular Session Agenda Item: 9

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Stonehaven Development Agreement by and between Meritage Homes of Texas, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, for the development of approximately 246.965 acres of real property located in the City of Seagoville and the financing of certain public infrastructure and public improvements with the creation of a Public Improvement District; authorizing the City Manager to execute the same; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits. The City received a petition from the owner of approximately 247 acres within the corporate limits of the City (the "*Petitioner*"), requesting the establishment of a PID (to be known as the "Stonehaven Public Improvement District") (the "*District*") within the corporate limits of the City, such District to include the property described by metes and bounds in Exhibit A (the "*Property*"), each attached hereto and incorporated herein for all purposes. The City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act.

On August 30, 2020, the City Council accepted the Petition and called a public hearing for September 20, 2021, on the creation of the District and the advisability of the improvements. Notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act. Notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 20, 2021. The City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until September 20, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving Stonehaven Development Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE STONEHAVEN DEVELOPMENT AGREEMENT BY AND BETWEEN MERITAGE HOMES OF TEXAS, LLC AND THE CITY OF SEAGOVILLE, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 1, FOR THE DEVELOPMENT OF APPROXIMATELY 246.965 ACRES OF REAL PROPERTY LOCATED IN THE CITY OF SEAGOVILLE AND THE FINANCING OF CERTAIN PUBLIC INFRASTRUCTURE AND PUBLIC IMPROVEMENTS WITH THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Meritage Homes (the “Developer”) is in the process of acquiring for development, approximately 246.965 acres of real property depicted on Exhibit A attached to the Stonehaven Development Agreement (the “Property”) within the corporate limits of the City primarily as a single-family residential development, in accordance with the applicable City Regulations (the “Project”); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure (the “Public Improvements”) and constructing additional public improvements within the Property through the creation a public improvement district that is coterminous with the boundaries of the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, in order to provide assurances to the Developer and the City, the Stonehaven Development Agreement has been negotiated and the terms and conditions agreed to are set forth therein, which is attached hereto as Exhibit 1; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the Stonehaven Development Agreement, and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves Stonehaven Development Agreement, by and between the Meritage Homes of Texas, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, for the development of approximately 246.965 acres of real property located in the City of Seagoville and the financing of certain public infrastructure and public improvements with the creation of a public improvement district, and hereby authorizes the City Manager to execute the same.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 20th day of September, 2021.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(/cdb 09/16/2021)

EXHIBIT “1”

STONEHAVEN

DEVELOPMENT AGREEMENT

BETWEEN

MERITAGE HOMES OF TEXAS, LLC

AND

THE CITY OF SEAGOVILLE, TEXAS

Dated: September 20, 2021

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- Exhibit E – Landowner Consent
- Exhibit F – Form of Payment Certificate
- Exhibit G – Form of Disbursement Request
- Exhibit H – Homebuyer Disclosure Program
- Exhibit I – Development Improvement Areas and Phases
- Exhibit J – Concept Plan

**STONEHAVEN
DEVELOPMENT AGREEMENT**

This Stonehaven Development Agreement (this “**Agreement**”), dated as of September 20, 2021 (the “**Effective Date**”), (subject to termination as provided in Article 11) is entered into between Meritage Homes of Texas, LLC an Arizona limited liability company (the “**Developer**”), and the City of Seagoville Texas (the “**City**”), a home-rule city and municipal corporation, acting by and through its duly authorized representative.

Recitals:

WHEREAS, unless otherwise defined: (1) all references to “sections” shall mean to sections of this Agreement; (2) all references to “exhibits” shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to “ordinances” or “resolutions” shall mean ordinances or resolutions adopted by the City Council of the City of Seagoville, Texas (the “City Council”); and

WHEREAS the Developer is in the process of acquiring for development, approximately 246.965 acres of real property depicted on Exhibit A attached hereto (the “Property”) within the corporate limits of the City primarily as a single-family residential development, in accordance with the applicable City Regulations (the “Project”); and

WHEREAS, in order to incentivize the development of the Property and encourage and support economic development within the City and to promote employment, the City desires to facilitate the development of the Property through the financing of certain public infrastructure

(the “Public Improvements” as defined herein) and constructing additional public improvements within the Property; and

WHEREAS, in order to finance the Public Improvements, the City Council intends to create a public improvement district that is coterminous with the boundaries of the Property (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, the City recognizes that financing of the Public Improvements confers a special benefit to the Property within the PID; and

WHEREAS, the City intends to (upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement), adopt the Assessment Ordinance (as defined herein) and adopt Service and Assessment Plans(“SAP”) (as defined herein) which provide for the construction, and financing of the Public Improvements pursuant to a Service and Assessment Plan, payable in whole or in part by and from Assessments levied against property within the PID (whether through a cash reimbursement or through an issuance of PID Bonds); and

WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of \$14,000,000 for payment or reimbursement of the Public Improvements included in the SAP; and

WHEREAS the payment and reimbursement for the Public Improvements shall be solely from the installment payments of Assessments and/or proceeds of the PID Bonds and the City shall never be responsible for the payment of the Public Improvements or the PID Bonds from its general fund or its ad valorem tax collections, past or future or any other source of City revenue or any assets of the City of whatsoever nature; and

WHEREAS, the City recognizes the positive impact that the construction and installation of the Public Improvements for the PID will bring to the City and will promote state and local economic development; to stimulate business and commercial activity in the City; for the development and diversification of the economy of the State; development and expansion of commerce in the State, and elimination of employment or underemployment in the State;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined in this Article have the meanings assigned to them in the Recitals or this Article, and all such terms include the plural as well as the singular.

“Actual Costs” is defined in the Service and Assessment Plan.

“Affiliates” of Meritage Homes of Texas, LLC means any other person directly controlling, or directly controlled by or under direct common control with the Developer. As used in this definition, the term “control,” “controlling” or “controlled by” shall mean the possession, directly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of the Developer, or (b) direct or cause the direction of management or policies of the Developer, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any lender of the Developer or any affiliate of such lender.

“Agreement” has the meaning stated in the first paragraph of this Agreement.

“Amenities” means the Stonehaven Development amenities to be constructed by the Developer and owned by the HOA, as set forth in Exhibit K.

“Annual Installments” means with respect to each parcel subject to Assessments, each annual payment of the Assessments, including any applicable interest, as set forth and calculated in the SAP.

“Applicable Law” means any statute, law, treaty, rule, code, ordinance, regulation, permit, interpretation, certificate or order of any Governmental Authority, or any judgment, decision, decree, injunction, writ, order or like action of any court, arbitrator or other Governmental Authority. Applicable Laws shall include, but not be limited to, City Regulations.

“Appraisal” means an appraisal of the property to be assessed in each PID by a licensed MAI Appraiser, such Appraisal to include as-complete improvements, including the Public Improvements to be financed in part with PID Bonds (i.e., “as-complete”) and the construction and installation of the Private Improvements, necessary to get a Final Lot Value.

“Development Standards” means those building standards set forth in Exhibit__.

“Assessment Ordinance” means one or more of the City’s ordinances approving a SAP and levying Assessments on the benefitted Property within the PID.

“Assessments” means those certain assessments levied by the City pursuant to the PID Act and on benefitted parcels within the PID for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over 30 years, including interest, all as set forth in or modified by the Service and Assessment Plan.

“City Regulations” mean provisions of the City’s Code of Ordinances, ordinances not codified, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, which shall be applied to the Development, including zoning and the City’s Planned Development.

“City Representative” means the City Manager or designee which may include a third party inspector or representative.

“City” means the City of Seagoville, Texas.

“Closing Disbursement Request” means the Closing Disbursement Request described in Section 4.06, the form of which is attached as Exhibit G.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the applicable improvement, or portion thereof, as the case may be, on the Property; (ii) all necessary permits for the initiation of construction of the improvement, or portion thereof, as the case may be, on the Property pursuant to the respective plans therefore having been issued by all applicable governmental authorities; and (iii) grading of the Property for the construction of the applicable improvement, or portion thereof, as the case may be, has commenced.

“Completion of Construction” shall mean that the City has with respect to applicable Public Improvements accepted the respective Public Improvements and confirmed that Final Completion has been reached with respect to such Public Improvements.

“Completed Lots” means Fully Developed and Improved Lots for which (i) water, sanitary sewer, drainage and roads have been extended, and (ii) the City has authorized that a building permit may be obtained for construction on each lot.

“Concept Plan” means the concept plan attached hereto as Exhibit J.

“Construction Agreements” mean the contracts for the construction of the Public Improvements.

“Cost Overruns” means those Public Improvement Project Costs that exceed the budget cost set forth in the SAP(s) plus the Developer Cash Contribution.

“Cost Underruns” means Public Improvement Project Costs that are less than the budgeted cost set forth in the SAP(s).

“Delinquent Collection Costs” shall be defined in the SAP(s).

“Developer” means Meritage Homes of Texas, LLC, its successors and permitted assigns.

“Development” means the Stonehaven Development, a residential development to be developed and constructed on the Property pursuant to the City Regulations.

“Effective Date” means the date set forth in the first paragraph of this Agreement which shall be the earliest date on which (i) the Developer has executed this Agreement and (ii) the Agreement is approved by City Council in open session.

“End Buyer” means any developer, homebuilder, tenant, user, or owner of a Fully Developed and Improved Lot.

“Estimated Build Out Value” means the estimated value of an assessed property with fully constructed buildings, as provided by the Developer and confirmed by the City by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value.

“Final Completion” means as the point in the construction of the project when the City determines that the project is 100% completed, including punch list work.

“Final Lot Value” means the developed lot values established by an Appraisal.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party’s fault or negligence and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics where shut-down of residential construction or the manufacturing of supplies relating thereto has been ordered by a Governmental Authority; and (g) actions or omissions of a Governmental Authority (including the actions of the City in its capacity as a Governmental Authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any Applicable Law or failure to comply with City Regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (g) economic hardship; (h) changes in market condition; (i) any strike or

labor dispute involving the employees of the Developer or any Affiliate of the Developer, other than industry or nationwide strikes or labor disputes; (j) weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (k) the occurrence of any manpower, material or equipment shortages except as set forth in (f) above; or (l) any delay, default or failure (financial or otherwise) of the general contractor or any subcontractor, vendor or supplier of the Developer, or any construction contracts for the Project Improvement and Public Improvements.

“Fully Developed and Improved Lot” means any lot in the Property, regardless of proposed use, intended to be served by the Public Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Dallas County, Texas.

“Governmental Authority” means any Federal, state or local governmental entity (including any taxing authority) or agency, court, tribunal, regulatory commission or other body, whether legislative, judicial or executive (or a combination or permutation thereof) and any arbitrator to whom a dispute has been presented under Applicable Law, pursuant to the terms of this Agreement or by agreement of the Parties.

“HOA” is defined in Section 10.01.

“HOA Maintenance Agreement” is defined in Section 10.01

“HOA Maintained Improvements” is defined in Section 10.01.

“Home or Property Buyer Disclosure Program” means the disclosure program, as set forth in a document in the form of Exhibit H that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

“Improvement Area” means an area of development of the Property that may consist of multiple phases. The Development will consist of three (3) Improvement Areas.

“Improvement Area A” means the first area of development in the PID, consisting of Phases 1 and 2 and approximately 304 lots, as depicted on Exhibit I.

“Improvement Area A Public Improvement Financing Date” means the date the City levies Assessments on Improvement Area A of the Property, such date to be no later than December 31, 2022 for Improvement Area A, which date may be extended by written agreement of the Parties.

“Improvement Area B” means the second area of development in the PID, consisting of Phases 3 and 4 and approximately 264 lots, as depicted on Exhibit I.

“Improvement Area B Public Improvement Financing Date” means the date the City levies Assessments on Improvement Area B of the Property, such date to be no later than one year after Completion of Construction of the Public Improvements in Improvement Area A, which date may be extended by written agreement of the parties.

“Improvement Area C” means the third area of development in the PID, consisting of Phases 5 and 6 and approximately 241 lots, as depicted on Exhibit I.

“Improvement Area C Public Improvement Financing Date” means the date the City levies Assessments on Improvement Area C of the Property, such date to be no one year after Completion of Construction of the Public Improvements in Improvement Area B, which date may be extended by written agreement of the Parties.

“Improvement Area Completion Date” means the date upon which the Public Improvements for each Improvement Area reaches Completion of Construction, such date to be no longer than four (4) years after Commencement of Construction for the Public Improvements in each Improvement Area subject to Force Majeure events.

“Phase Improvement Completion Date” means a date that is no later than twenty-four (24) months after Commencement of Construction for the Public Improvements funded for each PID Phase by each series of PID Bonds.

“Impact Fees” means all utility impact fees relating to the Public Improvements in each case assessed, imposed and collected by the City on the Property in accordance with the City Regulations adopted by the City, as may be revised or amended from time to time.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, sales taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Developer, or any property or any business owned by Developer within City.

“Indenture(s)” means the applicable trust indenture pursuant to which PID Bonds are issued.

“Landowner Consent” means a consent by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments in the form attached hereto as Exhibit E.

“Net Bond Proceeds” means the proceeds of the PID Bonds issued pursuant to Sections 3.02, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the project fund for such bonds.

“Parties” or “Party” means the City and the Developer as parties to this Agreement.

“Payment Certificate” means a Payment Certificate as set forth in Section 9.03, the form of which is attached as Exhibit F.

“PD” or “PD Zoning” means the Planned Development Zoning District Ordinance No. _____ approved by the City on _____, as may be amended pursuant to City Regulations.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bond Proceeds” means the proceeds of the PID Bonds, net of costs of issuance, capitalized interest, reserve funds and other financing costs, that are deposited to the Project Fund.

“PID Bonds” means one or more series special assessment revenue bonds issued by the City pursuant to the PID Act for the reimbursement of the Public Improvement Project Costs.

“PID” means the Stonehaven Public Improvement District.

“PID Phase” means Phases 1 and 2 within Improvement Area A; Phases 3 and 4 within Improvement Area B; and Phases 5 and 6 within Improvement Area C as set forth in Exhibit I.

“Plans and Specifications” means the plans and specifications for Public Improvements approved by the City.

“Private Improvements” means these horizontal improvements described in the Plans and Specifications submitted to the City as part of the zoning process, other than the Public Improvements, being constructed in each Improvement Area to get to a Final Lot Value.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 246.965 acres of real property located within the City described in Exhibit A.

“Public Improvement Project Costs” means the estimated cost of the Public Improvements to be constructed to benefit the land within the PID as set forth in Exhibit C, as may be amended pursuant to this Agreement, such costs to be eligible “project costs,” as defined in the PID Act.

“Public Improvements” means public improvements to be developed and constructed or caused to be developed or constructed inside and outside the PID by the Developer to benefit the PID and the Property, which will include improvements described in Exhibit C.

“Reimbursement Agreement(s)” means the agreement(s) between the City and the Developer in which Developer agrees to fund the certain costs of Public Improvements and the City agrees to reimburse the Developer for a portion of such costs of the Public Improvements from the proceeds of Assessments pursuant to the SAP(s) or from future PID Bond proceeds, if any.

“Reimbursement Cap” means the total amount of reimbursement and/or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than \$14,000,000. The Reimbursement Cap shall not include any costs paid by the City for oversizing of infrastructure, not paid from PID Bonds Proceeds or Assessments.

“Service and Assessment Plan” or “SAP” means the service and assessment plans drafted pursuant to the PID Act for the PID and any amendments or updates thereto, adopted and approved by the City that identifies and allocates the Assessments on benefitted parcels within the PID and sets forth the method of assessment, the parcels assessed, the amount of the Assessments, the Public Improvements and the method of collection of the Assessment.

“Trustee” means the trustee under the Indenture.

“Waiver of Liens” means a complete, final and unconditional waiver of all liens with respect to the Public Improvements.

ARTICLE II

THE DEVELOPMENT

Section 2.01. Scope of Agreement. This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Improvements, reimbursement, acquisition, ownership and maintenance of the Public Improvements, and the issuance of PID Bonds for the financing of the Public Improvements benefitting the property within the PID.

Section 2.02. Project Overview – The Development.

(a) The Developer will undertake or cause the undertaking of the design, development, construction, maintenance, management, use and operation of the Development, and will undertake the design, development and construction of the Public Improvements. The Development will consist of the following elements:

- (i) Up to 809 single family homes to be constructed in three Improvement Areas:
 - A. Improvement Area A consisting of approximately 304 homes
 - B. Improvement Area B consisting of approximately 264 homes; and
 - C. Improvement Area C consisting of approximately 241 homes.
- (ii) Amenities set forth in Exhibit K.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Improvements to the City's standards and specifications and subject to the City's approval as provided herein and in accordance with City Regulations, the Development Regulations, the Concept Plan and Applicable Law.

(c) Upon completion and acceptance by the City, the City shall own and maintain all of the Public Improvements.

(d) The Developer shall construct or cause to be constructed, the Amenities as set forth in Exhibit K and such Amenities shall be owned by the Developer or the HOA and shall not be paid for or reimbursed by the City.

ARTICLE III

PUBLIC IMPROVEMENT DISTRICT

Section 3.01. Creation.

The Developer intends to request the creation of the PID that in total, encompasses the Property, by submitting a petition to the City that contain a list of the Public Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Public Improvements. Such petition shall also allow for the City's levy of Assessments for maintenance purposes and for administration of the PID. Upon receipt and acceptance of such petition, the City shall hold a public hearing to consider the creation of the PID in accordance with the PID Act. Developer has previously entered into professional services agreement that obligates Developer to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be considered a cost payable from PID Bond Proceeds.

Section 3.02. Issuance of PID Bonds.

(a) Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer's phased development of the Property) up to an aggregate principal amount of \$16,000,000 to reimburse the Public Improvements Project Costs. The Public Improvements to be constructed and reimbursed in connection with the PID Bonds are detailed in Exhibit C, which may be amended from time to time, and in the Service and Assessment Plan for the PID or any updates thereto. The net proceeds from the sale of each series of PID Bonds (i.e., net of costs and expenses of issuance of each series of PID Bonds and amounts for debt service reserves and capitalized interest) will be used to reimburse the Public Improvement Project Costs. Notwithstanding anything in this Agreement, the issuance of PID Bonds and the levy of Assessments is a discretionary governmental action by the City Council and subject to the City's approval and the issuance of PID Bonds is also subject to market conditions at the time of issuance. The issuance of PID Bonds and the levy of Assessments is an action to be taken by a future City Council and such future City Council shall not be bound by the terms of this Agreement with respect to the issuance of PID Bonds and the levy of Assessments.

(b) The Developer shall complete all Public Improvements within each PID Phase in the PID and such Public Improvements shall be completed by the Public Improvement Completion Date.

(c) The issuance of PID Bonds is subject to the discretion of the City Council and each series of PID Bonds shall be issued with the terms deemed appropriate by the City Council at the time of issuance, if at all.

(d) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$16,000,000.

(ii) The maximum "tax rate" for each Improvement Area, including the projected annual assessment, shall be no greater than \$3.02 per \$100 of assessed value at the time of the levy of the Assessment on each PID Improvement Area based on the Estimated Build Out Value of each parcel; such rate limit for each PID Improvement Area as determined at the time of the levy of the Assessments applies on an individual assessed parcel basis by Lot Type based on Estimated Build Out Value, as will be set forth in more detail in the Service and Assessment Plan, as such ratios may be subject to waiver in favor of lower ratios by the City.

(iii) the total assessment value to lien ratio is at least 3:1 at the time of the levy of assessments and the total assessment value to lien ratio of each series of PID Bonds for each PID Improvement Area is at least 3:1 at the time of the issuance of PID Bonds for each PID Improvement Area; such values shall be confirmed by appraisal from licensed MAI appraiser.

(iv) The Developer or its Affiliates shall own all property within an Improvement Area of the PID prior to the levy of Assessments for such Improvement Area, or have otherwise complied with Section 3.04 herein.

(v) The Public Improvements and Private Improvements for the Improvement Area for which PID Bonds are being issued, must have reached Completion of Construction in compliance with City Regulations, the Development Standards and the Concept Plan.

(vi) No Event of Default by the Developer has occurred or no event has occurred which but for notice, the lapse of time or both, would constitute an Event of Default by the Developer pursuant to this Agreement;

(e) In no event shall the Developer be paid and/or reimbursed from PID Bond Proceeds or Assessment revenues for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap.

Section 3.03. Apportionment and Levy of Assessments.

(a) The City intends to levy Assessments on property located within the PID in accordance herewith and with the Service and Assessment Plans (as such plans are amended supplemented or updated from time to time) and the Assessment Ordinances on or before the applicable Improvement Area Public Improvement Financing Date. The Assessments, if levied, are intended to be levied prior to Commencement of Construction of the Public Improvements in the applicable Improvement Area, but shall be levied, and a reimbursement agreement entered into, prior to the City's acceptance of the Public Improvements, subject to the City Council's discretion. At the time the Developer submits construction plans for each Improvement Area to the City, the City shall begin the process to levy the Assessments by the applicable Improvement Area Public Improvement Financing Date. At the time of such levy, the City intends to enter into a Reimbursement Agreement with the Developer for the applicable Improvement Area. The City's apportionment and levy of Assessments shall be made in accordance with the PID Act. The City shall remit the draft Service and Assessment Plan or any amendment thereto to the Developer for review at least two (2) weeks prior to its consideration by City Council.

(b) Concurrently with the levy of the Assessments on each Improvement Area, the Developer and its Affiliates shall execute and deliver a Landowner Consent in the form attached as Exhibit E for all land owned or controlled by Developer or its Affiliates, or otherwise evidence consent to the creation of the and the levy of Assessments therein and shall record evidence and notice of the Assessments in the real property records of Dallas County. The City shall not levy Assessments on property within the PID without an executed Landowner Consent from each landowner within the PID whose property is being assessed.

Section 3.04. Transfer of Property. Other than the sale of the Property to the Developer, notwithstanding anything to the contrary contained herein, no sale of property within an Improvement Area of the PID shall occur prior to the City's levy of Assessments in such of the PID unless the Developer provides the City with an executed consent to the creation of the PID and the levy of Assessments, in a form acceptable to the City with respect to the purchased property. In addition, evidence of any transfer of Property in the PID prior to the levy of Assessments on such property shall be provided to the City prior to the levy of Assessments on such property. The City shall require consent of each of the owners of Assessed Property in the PID to the levy of Assessments on each property and to the creation of the PID prior to Assessments being levied on such owner's property. The Developer understands and acknowledges that evidence of land transfer, the execution of the Landowner Consent, appraisal district certificate and property record recording will be required from each Assessed Property Owner in order to levy the Assessments. The Developer shall provide all necessary documentation to the City with respect to any land transfers.

ARTICLE IV
DEVELOPMENT

Section 4.01. Full Compliance with City Standards.

Development and use of the Property by Developer and its Affiliates, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the then current applicable City Regulations, the Development Standards and with the Concept Plan.

Section 4.02. Development Standards and Planned Development. As consideration for the City's obligations under this Agreement and in consideration for the reimbursement of the Public Improvement Project Costs, the Developer agrees that its development and use of the Property, including, without limitation, the construction, installation, maintenance, repair and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the City Regulations, the Development Standards, the Concept Plan and the PD attached as Exhibit B. Any changes to the PD, the Concept Plan or the Development Standards attached hereto must be approved by the City. Upon approval by the City of an updated PD, Concept Plan or Development Standards, this Agreement shall be deemed amended to include such approved updated PD.

Section 4.03. Property Acquisition. With the exception of the acquisition of easement rights as set forth in Article VI hereof, the Parties acknowledge that the Developer is responsible for the acquisition of certain off-site property rights and interests to allow the Public Improvements to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site Public Improvements. The Developer shall provide evidence of costs, maps, locations and size of infrastructure to the City and obtain the City's approval prior to such acquisition of third-party rights-of-way, consents, or easements needed to construct the off-site Public Improvements, such approval not to be unreasonably withheld, conditioned or delayed.

Section 4.04. Zoning of Property. The Developer consents and agrees to the zoning of the Property pursuant to the planned development process and that such zoning shall be consistent with the PD set forth in Exhibit B.

Section 4.05. Conflicts. In the event of any conflict between this Agreement and any City Regulation, the City Regulations shall control.

Section 4.06. Replat. The Developer may submit a replat for all or any portion of the Property. Any replat shall be in conformance with City Regulations, the Concept Plan, the Development Standards and the PID and may require a prepayment of Assessments as set forth in the applicable SAP.

ARTICLE V

DEVELOPMENT CHARGES

Section 5.01. Plat Review Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process according to the fee schedule adopted by the City Council and in effect at the time of platting.

Section 5.02. Plan Review and Permit Fees. Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Public Improvements according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 5.03. Inspection Fees. Development of the Property shall be subject to the payment to the City of inspection fees according to the fee schedule adopted by the City Council at the time of inspection.

Section 5.04. Impact Fees. The City does not currently impose or assess any impact fees on properties within its municipal boundaries or extraterritorial jurisdiction. For the term of this Agreement, the Property shall not be required to pay any water, wastewater or roadway impact fees that may hereinafter be adopted by the City.

Section 5.05. Park Fees. The park, open space and Amenities set forth in the PD and in Exhibit K shall satisfy any requirement for parkland or open space dedication or park dedication or park development fees.

Section 5.06. PID Fees. The City does not currently impose any fees on developers for the creation of public improvement districts or issuance of assessment revenue bonds. For the term of this Agreement, the Developer shall not be required to pay any such fees that may hereinafter be adopted by the City. This Section 5.06 does not apply to payments made pursuant to the professional services agreement referenced in Section 3.01 herein or any bond costs of issuance that may be included with the issuance of PID Bonds.

ARTICLE VI

DEVELOPMENT SPECIFIC REQUIREMENTS

Section 6.01. Wastewater Extension. The Parties acknowledge that in order to provide wastewater treatment service to the Property, improvements and extensions to the City's wastewater system will be required.

Section 6.02. Acquisition of Easements. The City has acquired or is in the process of acquiring easements for the extension of wastewater treatment services to the Property. The City anticipates that it shall be required to exercise eminent domain on only two properties in order to provide adequate wastewater service to the Property. Such eminent domain has been authorized by the City Council. The costs of the acquisition of easements for wastewater service to the

Property shall be paid by the City. Notwithstanding any other provision in this Agreement, including Section 4.03, the Developer shall not be required to acquire any easements for the construction of the wastewater extension.

Section 6.03. Construction of Wastewater Extension. The Developer shall construct the infrastructure necessary to extent wastewater service to the Property and such construction shall be in compliance with the provisions of this Agreement and the City Regulations. Engineering and design of the wastewater service extension to the Property has been completed by the City at the City's cost.

Section 6.04. Oversizing of Wastewater Extension. The Developer shall oversize the wastewater line to the Property pursuant to the Northern Basin Interceptor study No. 3662-002 by Halff Associates, Inc. dated July 23, 2021. The City shall pay the portion of the linear feet of the wastewater pipe only, in excess of an 18" pipe. The City shall reimburse the Developer for its share of the cost of the wastewater pipe at the time the ownership of the wastewater line has been accepted by the City as a part of its water and wastewater system.

ARTICLE VII

CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

Section 7.01. Designation of Construction Manager, Construction Engineers.

(a) Prior to construction of any Public Improvement, Developer shall make, or cause to be made, application for any necessary permits and approvals required by City and any applicable Governmental Authority to be issued for the construction of the Public Improvements and shall obligate each general contractor, architect, and consultants who work on the Public Improvements to obtain all applicable permits, licenses or approvals as required by Applicable Law. The Developer shall require or cause the design, inspection and supervision of the construction of the Public Improvements to be undertaken in accordance with City Regulations, the Development Standards, the Concept Plan and Applicable Law.

(b) The Developer shall design and construct or cause the design and construction of the Public Improvements, together with and including the acquisition, at its sole costs, of any and all easements or fee simple title to such land necessary to provide for and accommodate the Public Improvements.

(c) Developer shall comply, or shall require its contractors to comply, with all local and state laws and regulations regarding the design and construction of the Public Improvements applicable to similar facilities constructed by City, including, but not limited to, the requirement for payment, performance and two- year maintenance bonds for the Public Improvements at 100%.

(d) Upon Completion of Construction of the Public Improvements, Developer shall provide City with a final cost summary of all Public Improvement Project Costs incurred and paid associated with the construction of that portion of the Public Improvements and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the "all

bills paid” affidavits and lien releases executed by Developer and/or its contractors with regard to that portion of the Public Improvements. Evidence of payment to the applicable contractors and subcontractors shall be provided prior to the reimbursement of the costs of any portion of the Public Improvements.

(e) Developer agrees to require the contractors and subcontractors which construct the Public Improvements to provide payment, performance and two-year maintenance bonds in forms reasonably satisfactory to the City Attorney. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that the City Attorney has the right to reasonably reject any surety company regardless of such company’s authorization to do business in Texas. Evidence of payment and performance bonds shall be delivered to the City prior to Commencement of Construction of any such Public Improvements.

(f) Unless otherwise approved in writing by the City, all Public Improvements shall be constructed and dedicated to the City in accordance with City Regulations, the Development Standards and Applicable Law.

(g) The Developer shall dedicate or convey by final plat or separate instrument, without cost to the City and in accordance with the Applicable Law, all property rights necessary for the construction, operation, and maintenance of the road, water, drainage, and sewer Public Improvements, at the completion of the Public Improvements and acceptance by the City.

Section 7.02. Construction Agreements. The Construction Agreements shall be let in the name of the Developer. The Developer’s engineers shall prepare and provide, or cause the preparation and provision of all contract specifications and necessary related documents. The Developer shall provide all construction documents for the Public Improvements and shall acknowledge that the City has no obligations and liabilities thereunder. The Developer shall include a provision in the construction documents for the Public Improvements that the contractor will indemnify the City and its officers and employees against any costs or liabilities thereunder. The Developer or its designee (Engineer) shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit C, shall be paid by the Developer or caused to be paid by the Developer, and reimbursed by the Assessments levied pursuant to the terms of a Reimbursement Agreement or from the proceeds of PID Bonds issued to reimburse the Developer pursuant to a Reimbursement Agreement.

(a) The following requirements apply to Construction Agreements for Public Improvements:

(i) Plans and specifications shall comply with all Applicable Law, the Development Standards and City Regulations and all Plans and Specification shall be reviewed and approved by the City prior to the issuance of permits. The City shall have thirty (30) business days from its receipt of the first submittal of the Plans and Specifications to approve or deny the Plans and Specifications or to provide comments to the submitter. If any approved Plans and Specifications are amended or supplemented, the City shall have thirty (30) business days from its receipt of such amended or supplemented Plans and Specifications to approve or deny the Plans and Specification or provide comments back to the submitter. Any written City approval or denial must be based on

compliance with applicable City Regulations or other regulatory agencies that have jurisdiction over the Development.

(ii) Each Construction Agreement shall provide that the Contractor is an independent contractor, independent of and not the agent of the City and that the Contractor is responsible for retaining, and shall retain, the services of necessary and appropriate architects and engineers; and

(iii) Each Construction Agreement for improvements not yet under construction shall provide that the Contractor shall indemnify the City, its officers and employees for any costs or liabilities thereunder and for the negligent acts or omissions of the Contractor.

(b) City's Role.

The City shall have no responsibility for the cost of planning, design, engineering construction, furnishing/equipping the Public Improvements (before, during or after construction) except to the extent of the reimbursement the Public Improvements Project Costs as set forth in this Agreement. The Developer will not hold the City responsible for any costs of the Public Improvements other than the reimbursements described in this Agreement. The City shall have no liability for any claims that may arise out of design or construction of the Public Improvements, and the Developer shall cause all of its contractors, architects, engineers, and consultants to agree in writing that they will look solely to the Developer, not to the City, for payment of all costs and valid claims associated with construction of the Public Improvements.

Section 7.03. Project Scope Verification.

(a) The Developer will from time to time, as reasonably requested by the City Representative, verify to the City Representative that the Public Improvements are being constructed substantially in accordance with the Plans and Specifications approved by the City. To the extent the City has concerns about such verification that cannot be answered by the Developer, to the City's reasonable satisfaction, the Developer will cause the appropriate architect, engineer or general contractor to consult with the Developer and the City regarding such concerns.

Section 7.04. Joint Cooperation; Access for Planning and Development.

During the planning, design, development and construction of the Public Improvements, the parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this project. The City staff will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer and other design professionals to attend City meetings if requested by the City.

Section 7.05. City Not Responsible.

By performing the functions described in this Article, the City shall not, and shall not be deemed to, assume the obligations or responsibilities of the Developer, whose obligations under this Agreement and under Applicable Law shall not be affected by the City's exercise of the functions described in this Article. The City's review of any Plans and Specifications is solely for

the City's own purposes, and the City does not make any representation or warranty concerning the appropriateness of any such Plans and Specifications for any purpose. The City's approval of (or failure to disapprove) any such Plans and Specifications, including the Site Plan, submitted with such Plans and Specifications and any revisions thereto, shall not render the City liable for same, and the Developer assumes and shall be responsible for any and all claims arising out of or from the use of such Plans and Specifications.

Section 7.06. Construction Standards and Inspection.

The Public Improvements will be installed within the public right-of-way or in easements granted to the City. Such easements may be granted at the time of final platting in the final plat or by separate instrument. The Public Improvements shall be constructed and inspected in accordance with applicable state law, and City Regulations, and all other applicable development requirements, including those imposed by any other governing body or entity with jurisdiction over the Public Improvements, and this Agreement, provided, however, that if there is any conflict, the regulations of the governing body or entity with jurisdiction over the Public Improvement being constructed shall control.

Section 7.07. Public Improvements to be Owned by the City – Title Evidence.

The Developer shall furnish to the City a preliminary title report for land with respect to the Public Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of a Public Improvement to the City. The City Representative shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City Representative does not approve the preliminary title report, the City shall not be obligated to accept title to the Public Improvement until the Developer has cured such objections to title to the satisfaction of the City Representative.

Section 7.08. Public Improvement Constructed on City Land or the Property.

If the Public Improvement is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Improvement. If the Public Improvement is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City such access and maintenance easements as the City may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the Public Improvement. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Public Improvement. The provisions for inspection and acceptance of such Public Improvement otherwise provided herein shall apply.

Section 7.09. Additional Requirements.

In connection with the design and construction of the Public Improvements, the Developer shall take or cause the following entities or persons to take the following actions and to undertake the following responsibilities:

(a) The Developer shall provide to the City electronic copies of the Plans and Specifications for the Public Improvements (including revisions) as such Plans and Specifications are currently in existence and as completed after the date hereof and shall provide the City one complete set of record drawings (in electronic format) for the Public Improvements, in accordance with Applicable Law;

(b) In accordance with the requirements between the Developer and the City with regard to the development and construction of the Public Improvements, the Developer or such person selected by and contracting with the Developer shall provide the City with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any revisions to such schedule;

(c) The Developer shall provide construction documents, including the Plans and Specifications to the City, signed and sealed by one or more registered professional architects or engineers licensed in the State of Texas at the time the construction documents are submitted to the City for approval;

(d) The Developer shall provide the City with reasonable advance notice of any regularly-scheduled construction meetings regarding the Public Improvements, and shall permit the City to attend and observe such meetings as the City so chooses in order to monitor the project, and shall provide the City with copies of any construction schedules as are discussed and reviewed at any such regularly-scheduled construction meeting;

(e) The Developer or any general contractor shall comply with, and shall require that its agents and subcontractors comply with, all Applicable Laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(f) The Developer or any general contractor shall notify and obtain the City's approval for all field changes that directly result in material changes to the portion of the Plans and Specifications for the Public Improvements that describe the connection of such improvements with City streets, storm sewers and utilities;

(g) Upon notice from the City, the Developer shall or shall cause any general contractor to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the general contractor or its subcontractors to property or facilities of the City during construction of the Public Improvements and to reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(h) Upon notice from the City, the Developer shall promptly cause the correction of defective work and shall cause such work to be corrected in accordance with the construction contracts for the Public Improvements and with City Regulations;

(i) If the Developer performs any soils, construction and materials testing during construction of the Public Improvements, the Developer shall make available to the City copies of the results of all such tests; and

(j) If any of the foregoing entities or persons shall fail in a material respect to perform any of its obligations described above (or elsewhere under this Agreement), the Developer shall use its good faith efforts to enforce such obligations against such entities or persons, or the Developer may cure any material failure of performance as provided herein; and

(k) The Developer shall provide any other information or documentation or services required by City Regulations; and

(l) The Developer shall allow the City Representative to conduct a reasonable pre-final and final inspection of the Public Improvements. Upon acceptance by the City of the Public Improvements, the City shall become responsible for the maintenance of the Public Improvements and making any bond or warranty claim, if applicable.

Section 7.10. Revisions to Scope and Cost of Public Improvements.

(a) The Public Improvement Project Costs, as set forth in Exhibit ___, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP. Should the Public Improvements be amended by the City Council in a SAP pursuant to the PID Act, the City Representative shall be authorized to make corresponding changes to the applicable Exhibits attached hereto and shall keep official record of such amendments.

(b) Should the Public Improvement Project Costs exceed the amounts set forth in the SAPs, the Developer shall be responsible for such excess costs and such excess costs shall not be reimbursed by the City. The City shall only reimburse the Public Improvement Project Costs in the amounts set forth in the applicable SAP.

Section 7.11. City Police Powers.

The Developer recognizes the authority of the City pursuant to the Texas Constitution together with the City's charter and ordinances to exercise its police powers in accordance with applicable laws to protect the public health, safety, and welfare. The City retains its police powers over the Developer's or its general contractor's construction activities on or at the Property, and the Developer recognizes the City's authority to take appropriate enforcement action in accordance with Applicable Law to provide such protection. No lawful action taken by the City pursuant to these police powers shall subject the City to any liability under this Agreement, including without limitation liability for costs incurred by any general contractor or the Developer, and as between the Developer and the City, any such costs shall be the sole responsibility of the Developer and any of its general contractors and shall not be reimbursable from PID Bond Proceeds.

Section 7.12. Title and Mechanic's Liens.

(a) Title. The Developer agrees that the Public Improvements shall not have a lien or cloud on title upon their dedication to and acceptance by the City.

(i) Mechanic's Liens. Developer shall not create nor allow or permit any liens, encumbrances, or charges of any kind whatsoever against the Public Improvements arising from any work performed by any contractor by or on behalf of the Developer. The Developer shall not permit any claim of lien made by any mechanic, materialman, laborer, or other similar liens to stand against the Public Improvements for work or materials furnished to the Developer in connection with any construction, improvements, renovation, maintenance or repair thereof made by the Developer or any contractor, agent or representative of the Developer. The Developer shall cause any such claim of lien to be fully discharged no later than thirty (30) days after the Developer's receipt of written notice of the filing thereof.

Section 7.13. City Consents.

Any consent or approval by or on behalf of the City required in connection with the design, construction, improvement or replacement of the Public Improvements or otherwise under this Agreement shall not be unreasonably withheld, delayed, or conditioned. Any review associated with any determination to give or withhold any such consent or approval shall be conducted in a timely and expeditious manner with due regard to the cost to the Developer associated with delay.

Section 7.14. Right of the City to Make Inspection.

(a) At any time during the construction of the Public Improvements, the City shall have the right to enter the Property for the purpose of inspection of the progress of construction on the Public Improvements; provided, however, the City Representative shall comply with reasonable restrictions generally applicable to all visitors to the Development that are imposed by the Developer or its General Contractor or subcontractors. The Developer shall pay the City's costs for the retention of a third-party inspector.

(b) Inspection of the construction of all Public Improvements shall be by the City Representative or his/her designee. In accordance with Sections 5.03, the Developer shall pay the inspection fee which may be included as a Public Improvement Project Cost.

(c) City may enter the Property in accordance with customary City procedures and Applicable Law to make any repairs or perform any maintenance of Public Improvements which the City has accepted for maintenance. If, during construction of the Public Improvements, the Developer is in default under this Agreement beyond any applicable cure period or in the event of an emergency which is not being timely addressed, the City may enter the Property to make any repairs to the Public Improvements that have not been accepted for maintenance by the City, of every kind or nature, which the Developer is obligated under this Agreement to repair or maintain but which the Developer has failed to perform after reasonable notice (other than in the case of an emergency in which notice is impossible or impractical). The Developer shall be obligated to reimburse the City the reasonable costs incurred by the City for any such repairs. Nothing contained in this paragraph shall be deemed to impose on the City any obligation to actually make repairs or alterations on behalf of the Developer.

Section 7.15. Competitive Bidding. The construction of the Public Improvements (which are funded from Assessments) is anticipated to be exempt from competitive bidding pursuant to

Texas Local Government Code Section 252.022(a)(9). In the event that the actual costs of the Public Improvement do not meet the parameters for exemption from the competitive bid requirement, then either competitive bidding or alternative delivery method may be utilized by the City as allowed by Applicable Law.

ARTICLE VIII

PAYMENT OF PUBLIC IMPROVEMENTS

Section 8.01. Overall Requirements.

(a) The City shall not be obligated to provide funds for any Public Improvement except from the proceeds of the PID Bonds or from Assessments pursuant to a Reimbursement Agreement. The City makes no warranty, either express or implied, that the proceeds of the PID Bonds available for reimbursement of the Public Improvement Project Costs will be sufficient for the construction or acquisition of all of the Public Improvements. Any costs of the Public Improvements in excess of the available PID Bond Proceeds or Assessments pursuant to a Reimbursement Agreement, shall not be paid or reimbursed by the City. The Developer acknowledges and agrees that any lack of availability of monies in the Project Funds established under the Indentures to reimburse the costs of the Public Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Public Improvements required by this Agreement, or any other agreement to which the Developer is a party, or any governmental approval to which the Developer or Property is subject.

(b) Upon written acceptance of a Public Improvement, and subject to any applicable maintenance-bond period, the City shall be responsible for all operation and maintenance of such Public Improvement, including all costs thereof and relating thereto.

(c) The City's obligation with respect to the reimbursement of the Public Improvement Project Costs as finally set forth in the Service and Assessment Plan, shall be limited to the lower of Actual Costs or the available Net PID Bond Proceeds or Assessment revenues, and shall be reimbursed solely from amounts on deposit in the Project Funds from the sale of the PID Bonds as provided herein and in the Indentures, or Assessments collected for the reimbursement or payment of such costs pursuant to Reimbursement Agreement. The Developer agrees and acknowledges that it is responsible for all costs and all expenses related to the Public Improvements in excess of the amounts assessed pursuant to a Service and Assessment Plan.

(d) The City shall have no responsibility whatsoever to the Developer with respect to the investment of any funds held in the Project Fund by the Trustee under the provisions of the Indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment. Any such loss may diminish the amounts available in the Project Fund to reimburse the Public Improvement Project Costs in the PID. The obligation of Developer to pay the Assessments is not in any way dependent on the availability of amounts in the Project Fund to pay for all or any portion of the Public Improvements Project Costs hereunder.

Section 8.02. Remaining Funds after Completion of a Public Improvement.

If, upon the Completion of Construction of a Public Improvement (or segment or stage thereof) and payment or reimbursement for such Public Improvement, there are Cost Underruns, any remaining budgeted cost(s) may be available to reimburse Cost Overruns on any other Public Improvement with the approval of the City Representative, such approval not to be unreasonably withheld, at completion of the Public Improvements for each PID Improvement Area and provided that all Public Improvements for such PID Improvement Area, as set forth in the Service and Assessment Plan are undertaken at least in part. The elimination of a category of Public Improvements in a PID Improvement Area as set forth in the Service and Assessment Plan will require an amendment to the Service and Assessment Plan. Upon receipt of all acceptance letters from the City for the Public Improvements within an improvement category as set forth in the Service and Assessment Plan, any Underruns from that category may be released to reimburse for Overruns in another improvement category, as approved by the City.

Section 8.03. Payment Process for Public Improvements.

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from PID Bond Proceeds or from Assessments collected in the PID as set forth in 8.04 below. The Developer shall submit a Payment Certificate to the City for Public Improvements that have reached Completion of Construction. The form of the Payment Certificate is set forth in Exhibit F, as may be modified by the applicable Indenture or Reimbursement Agreement. The City shall review the sufficiency of each Payment Certificate with respect to compliance with this Agreement, compliance with the Development Standards, the Concept Plan and Applicable Law, and compliance with the applicable SAP and Plans and Specifications. The City shall review each Payment Certificate within thirty (30) Business Days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the applicable Indenture or Reimbursement Agreement, and reimbursement shall be made to the Developer or its designee pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement. Notwithstanding the foregoing, the City shall review the first Payment Certificate within forty-five (45) business days of receipt thereof. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer pursuant to the terms of the applicable Indenture or Reimbursement Agreement, provided that funds are available under the applicable Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed notice to the Developer within fifteen (15) Business Days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction.

(c) The City shall reimburse the Public Improvement Project Costs as set forth in Exhibit C and the SAP, from funds available pursuant to the applicable Indenture or Reimbursement Agreement.

(d) Reimbursement to the Developer and the City for administrative costs relating to the creation of the PID, the levy of assessments and issuance of the PID Bonds may be distributed at closing of the applicable series of PID Bonds pursuant to a Closing Disbursement Request, in the form attached as Exhibit G.

Section 8.04. Public Improvements Reimbursement from Assessment Fund In the Event of a Non-Issuance of PID Bonds.

(a) The reimbursement for costs of the Public Improvements set forth in Exhibit__ and in the Service and Assessments Plan shall be made on an annual basis from Assessments levied by the City for the Public Improvements pursuant to Chapter 372, Texas Local Government Code, as amended. Such reimbursement shall be made pursuant to the terms and provisions of one or more Reimbursement Agreements. Such Reimbursement Agreements shall set forth the terms of the annual reimbursement for the costs of the Public Improvements. These Reimbursement Agreement obligations may, in the City's discretion, be reimbursed through the issuance of PID Bonds by the City once the parameters set forth in Section 3.02(d) can be met. The issuance of any PID Bonds to fund obligations under a Reimbursement Agreement is subject to the City's discretion and shall be determined by the City. In any event, the issuance of PID Bonds to Fund any obligations under a Reimbursement Agreement, if the City determines to issue such PID Bonds, shall occur no later than three (3) years after the Improvement Area C Public Improvement Financing Date or the City shall not issue such PID Bonds.

(b) Reimbursement or payment of the costs of the Public Improvements shall only be made from the levy of Assessments within the PID as set forth herein.

(c) The term, manner and place of payment or reimbursement to the Developer under this Section shall be set forth in the Reimbursement Agreement.

(d) Reimbursement or payment shall be made only for the costs of the Public Improvements as set forth in this Agreement, the Service and Assessment Plan or in the Reimbursement Agreement, as approved by the City. Any additional public improvements other than the Public Improvements constructed by the Developer and dedicated to the City, shall not be subject to payment or reimbursement under the terms of this Agreement.

Section 8.05. Rights to Audit.

(a) The City shall have the right to audit, upon reasonable notice and at the City's own expense, records of the Developer with respect to the expenditure of funds to pay Public Improvement Project Costs. Upon written request by the City, the Developer shall give the City or its agent, access to those certain records controlled by, or in the direct or indirect possession of, the Developer (other than records subject to legitimate claims of attorney-client privilege) with respect to the expenditure of Public Improvement Project Costs, and permit the City to review such records in connection with conducting a reasonable audit of such fund and account. The Developer shall make these records available to the City electronically or at a location that is reasonably convenient for City staff.

(b) The City and the Developer shall reasonably cooperate with the assigned independent auditors (internal or external) in this regard, and shall retain and maintain all such

records for at least 2 years from the date of Completion of Construction of the Public Improvements. All audits must be diligently conducted and once begun, no records pertaining to such audit shall be destroyed until such audit is completed.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

Section 9.01. Representations and Warranties of City.

The City makes the following representation and warranty for the benefit of the Developer:

(a) Due Authority; No Conflict. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act). The City has all requisite power and authority to execute this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the City and constitute legal, valid and binding obligations enforceable against the City in accordance with the terms subject to principles of governmental immunity and the enforcement of equitable rights. The consummation by the City of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any of the terms of any agreement or instrument to which the City is a Party, or by which the City is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(b) Due Authority; No Litigation. No litigation is pending or, to the knowledge of the City, threatened in any court to restrain or enjoin the construction of or the Public Improvements or the City's payment and reimbursement obligations under this Agreement, or otherwise contesting the powers of the City or the authorization of this Agreement or any agreements contemplated herein.

Section 9.02. Representations and Warranties of Developer.

The Developer makes the following representations, warranties and covenants for the benefit of the City:

(a) Due Organization and Ownership. The Developer is an Arizona limited liability company validly existing under the laws of the State of Texas and is duly qualified to do business in the State of Texas; and that the person executing this Agreement on behalf of it is authorized to enter into this Agreement.

(b) Due Authority; No Conflict. The Developer has all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by the Developer and constitute the Developer's legal, valid and binding obligations enforceable against the Developer in accordance with their terms.

The consummation by the Developer of the transactions contemplated hereby is not in violation of or in conflict with, nor does it constitute a default under, any term or provision of the organizational documents of the Developer, or any of the terms of any agreement or instrument to which the Developer is a Party, or by which the Developer is bound, or of any provision of any applicable law, ordinance, rule or regulation of any governmental authority or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

(c) Consents. No consent, approval, order or authorization of, or declaration or filing with any governmental authority is required on the part of the Developer in connection with the execution and delivery of this Agreement or for the performance of the transactions herein contemplated by the respective Parties hereto.

(d) Litigation/Proceedings. To the best knowledge of the Developer, after reasonable inquiry, there are no pending or, to the best knowledge of the Developer, threatened, judicial, municipal or administrative proceedings, consent decree or judgments which might affect the Developer's ability to consummate the transaction contemplated hereby, nor is there a preliminary or permanent injunction or other order, decree, or ruling issued by a governmental entity, and there is no statute, rule, regulation, or executive order promulgated or enacted by a governmental entity, that is in effect which restrains, enjoins, prohibits, or otherwise makes illegal the consummation of the transactions contemplated by this Agreement.

(e) Legal Proceedings. There is no action, proceeding, inquiry or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending or, to the knowledge of the Developer, threatened against or affecting the Developer, any of the principals of the Developer and any key person or their respective Affiliates and representatives which the outcome of which would (a) materially and adversely affect the validity or enforceability of, or the authority or ability of the Developer under, this Agreement to perform its obligations under this Agreement, or (b) have a material and adverse effect on the consolidated financial condition or results of operations of the Developer or on the ability of the Developer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

ARTICLE X

MAINTENANCE OF LANDSCAPE IMPROVEMENTS

Section 10.01. Mandatory Home Owners' Association.

(a) The Developer will create a mandatory homeowners' association ("HOA") over the portion of the Property then being developed as single family homes ("the "Single Family Property"), which HOA, through its conditions and restrictions filed of record in the property records of Dallas County, shall be required to assess and collect from owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, trails, lawns, landscaped entrances to the Single Family Property and any other common improvements or appurtenances (the "HOA Maintained Improvements"). Maintenance of any HOA Maintained Improvements on land owned by the City shall be pursuant to a maintenance agreement between the HOA and the City (the "HOA Maintenance Agreement").

(b) While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements, will adequately perform such duties, in the event that the City determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of the HOA Maintenance Agreement, applicable deed restrictions and/or applicable City ordinances, the City reserves the right to levy an assessment each year equal to the actual costs of operating and maintaining the HOA Maintained Improvements that are owned by the City. The City agrees that it will not levy such assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

(c) Covenants, conditions and restrictions for the HOA must be filed in each PID Improvement Area and the HOA Maintenance Agreement, if any, must be approved and executed before any Assessments are levied by the City.

ARTICLE XI

TERMINATION EVENTS

Section 11.01. Developer Termination Events.

(a) The Developer may terminate this Agreement as to an Improvement Area of Development if the City does not issue PID Bonds pursuant to the applicable Public Improvement Financing Date (i.e., the Improvement Area A Public Improvement Financing Date, the Improvement Area B Public Improvement Financing Date and the Improvement Area C Public Improvement Financing Date).

(b) Should the Developer not close on all of the Property by December 31, 2021, for whatever reason, the Developer may terminate this Agreement upon written notice to the City.

Section 11.02. City Termination Events.

(a) Subsequent to the issuance of the last building permit by the City within the Development, the City may terminate this Agreement.

(b) The City may terminate this Agreement and any Reimbursement Agreement with respect to the applicable PID Improvement Area and any remaining PID Improvement Area, upon an uncured Event of Default by the Developer pursuant to Article XIV herein.

(c) The City may terminate this Agreement and any Reimbursement Agreement, if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three (3) years of the Effective Date.

(d) The City may terminate this Agreement, with respect to any remaining PID Improvement Area, any Reimbursement Agreement, at any time if the Public Improvements in each PID Improvement Area do not reach the applicable Improvement Area Completion Date, as may have been extended pursuant to the terms of this Agreement.

(e) The City may terminate this Agreement, with respect to any remaining PID Improvement Area, any Reimbursement Agreement, at any time if the Public Improvements in each PID Phase do not reach the applicable Phase Completion Date, as may have been extended pursuant to the terms of this Agreement.

(f) Should the Developer not close on all of the Property by December 31, 2021, for whatever reason, the Developer may terminate this Agreement upon written notice to the Developer.

Section 11.03. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to this Article, such Party must deliver a written notice to the other Party specifying in reasonable detail the basis for such termination and electing to terminate this Agreement. Upon such a termination, the Parties hereto shall have no duty or obligation one to the other under this Agreement, including the reimbursement of any of Developer's costs that were previously advanced or incurred. Provided, however, that as of the date of termination, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City, shall still be subject to reimbursement.

Section 11.04. City Actions Upon Termination.

Upon termination the Developer shall have no claim or right to any further payments for Public Improvements Project Costs pursuant to this except that, (i) any Public Improvements completed and accepted by the City or (ii) Public Improvement Project Costs submitted pursuant to a Payment Certificate and approved by the City shall still be subject to reimbursement.

ARTICLE XII

TERM

This Agreement shall terminate upon the earlier of: (i) the issuance of the last building permit by the City within the Development (ii) an event of default under Article XIII, or (iii) the occurrence of a termination event under Article XI.

ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.01. Developer Default.

Each of the following events shall be an "Event of Default" by the Developer under this Agreement:

(a) The Developer shall fail to pay to the City any monetary sum hereby required of it as and when the same shall become due and payable and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Agreement. The Developer shall fail in any material respect to

maintain any of the insurance or bonds required by this Agreement; provided, however, that if a contractor fails to maintain any of the insurance or bonds required by this Agreement, the Developer shall have thirty (30) calendar days to cure.

(b) The Developer shall fail to comply in any material respect with any term, provision or covenant of this Agreement (other than the payment of money to the City), and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the City to the Developer;

(c) The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtors, rights;

(d) The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;

(e) The entering of an order for relief against Developer or the appointment of a receiver, trustee, or custodian for all or a substantial part of the property or assets of Developer in any involuntary proceeding, and the continuation of such order, judgment or degree unstayed for any period of ninety (90) consecutive days;

(f) The failure by Developer or any Affiliate to pay Impositions, and Assessments on property owned by the Developer and/or any Affiliates within the PID if such failure is not cured within thirty (30) calendar days after written notice by the City; OR

(g) Any representation or warranty confirmed or made in this Agreement by the Developer was untrue in any material respect as of the Effective Date.

Section 13.02. Notice and Cure Period.

(a) Before any Event of Default under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such Event of Default shall notify, in writing, the Party alleged to have failed to perform the alleged Event of Default and shall demand performance (with the exception of 13.01(f) above). Except with respect to cure periods set forth in 13.01 above, which shall be controlling, no breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within thirty (30) calendar days of the receipt of such notice (or thirty (30) calendar days in the case of a monetary default), with completion of performance within ninety (90) calendar days subject.

(b) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed by Force Majeure, the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event and the length of the Force Majeure event is reasonably expected to last not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a Force Majeure event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this

Article. The number of days a Force Majeure event is in effect shall be determined by the City based upon commercially reasonable standards.

Section 13.03. City's Remedies.

With respect to the occurrence of an Event of Default the City may pursue the following remedies:

(a) The City may pursue any legal or equitable remedy or remedies, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, damages, actual damages, excluding punitive, special and consequential damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes an Event of Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 13.04. City Default.

Each of the following events shall be an Event of Default by the City under this Agreement:

(a) So long as the Developer has complied with the terms and provisions of this Agreement, the City shall fail to pay to the Developer any monetary sum hereby required of it and shall not cure such default within thirty (30) calendar days after the later of the date on which written notice thereof is given to the City by the Developer.

(b) The City shall fail to comply in any material respect with any term, provision or covenant of this Agreement, other than the payment of money, and shall not cure such failure within ninety (90) calendar days after written notice thereof is given by the Developer to the City.

Section 13.05. Developer's Remedies.

(a) Upon the occurrence of any Event of Default by the City, the Developer may pursue any legal remedy or remedies specifically including damages as set forth below (specifically excluding specific performance and other equitable remedies), and termination of this Agreement; provided, however, that the Developer shall have no right to terminate this Agreement unless the

Developer delivers to the City a second notice which expressly provides that the Developer will terminate within thirty (30) days if the default is not addressed as herein provided.

(b) No remedy herein conferred or reserved is intended to be inclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing.

(c) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

Section 13.06. No Waiver of Immunity.

(a) Nothing contained in this Agreement shall be deemed to waive the City's governmental immunity nor the official immunity of any City officer, official, employee or agent.

(b) Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the Parties hereby acknowledge and agree that in such suit against the City for breach of this Agreement:

(i) The total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement or any Reimbursement Agreement and is payable solely from Assessment revenues;

(ii) The recovery of damages against City or the Developer may not include consequential damages or exemplary damages;

(iii) The Parties may not recover attorney's fees; and

(iv) The Parties are not entitled to specific performance or injunctive relief against the City.

Section 13.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 13.08. Waiver.

Forbearance by the non-defaulting Party to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default by the other Party shall not be deemed or construed to constitute a waiver of such default. One or more waivers of a breach of any covenant, term or condition of this Agreement by either Party hereto shall not be construed by the other Party as a waiver of a different or subsequent breach of the same covenant, term or condition. The consent or approval of either Party to or of any act by the other Party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any other subsequent similar act.

ARTICLE XIV

INSURANCE, INDEMNIFICATION AND RELEASE

Section 14.01. Insurance.

With no intent to limit any contractor's liability or obligation for indemnification, the Developer shall maintain or cause to be maintained, by the persons constructing the Public Improvements, certain insurance, as provided below in full force and effect at all times during construction of the Public Improvements and shall require that the City is named as an additional insured under such contractor's insurance policies.

(a) With regard to the obligations of this Agreement, the Developer shall obtain and maintain in full force and effect at its expense, or shall cause each contractor to obtain and maintain at their expense, the following policies of insurance and coverage:

(i) Commercial general liability insurance insuring the City, contractor and the Developer against liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of the activities of Developer, the contractor, the City and their respective officers, directors, agents, contractors, or employees, in the amount of \$500,000 Per Occurrence or a limit equal to the amount of the contract amount, \$2,000,000 General Aggregate Bodily Injury and Property Damage. The contractor may procure and maintain a Master or Controlled Insurance policy to satisfy the requirements of this section, which may cover other property or locations of the contractor and its affiliates, so long as the coverage required in this section is separate;

(ii) Worker's Compensation insurance as required by law;

(iii) Business automobile insurance covering all operations of the contractor pursuant to the Construction Agreement involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

(iv) To the extent available, each policy shall be endorsed to provide that the insurer waives all rights of subrogation against the City;

(v) Each policy of insurance with the exception of Worker's Compensation and professional liability shall be endorsed to include the City (including its former, current, and future officers, directors, agents, and employees) as additional insureds;

(vi) Each policy, with the exception of Worker's Compensation and professional liability, shall be endorsed to provide the City sixty (60) days' written notice prior to any cancellation, termination or material change of coverage; and

(vii) The Developer shall cause each contractor to deliver to the City the policies, copies of policy endorsements, and/or certificates of insurance evidencing the required insurance coverage before the Commencement of Construction of the Public

Improvements and within 10 days before expiration of coverage, or as soon as practicable, deliver renewal policies or certificates of insurance evidencing renewal and payment of premium. On every date of renewal of the required insurance policies, the contractor shall cause a Certificate of Insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition the contractor shall within ten (10) business days after written request provide the City with the Certificates of Insurance and policy endorsements for the insurance required herein (which request may include copies of such policies).

Section 14.02. Waiver of Subrogation Rights.

The Commercial General Liability, Worker's Compensation, Business Auto and Excess Liability Insurance required pursuant to this Agreement shall provide for waivers of all rights of subrogation against the City.

Section 14.03. Additional Insured Status.

With the exception of Worker's Compensation Insurance and any Professional Liability Insurance, all insurance required pursuant to this Agreement shall include and name the City as additional insureds using Additional Insured Endorsements that provide the most comprehensive coverage to the City under Texas law including products/completed operations.

Section 14.04. Certificates of Insurance.

Certificates of Insurance and policy endorsements in a form satisfactory to City shall be delivered to City prior to the commencement of any work or services on the Public Improvements. All required policies shall be endorsed to provide the City with sixty (60) days advance notice of cancellation or non-renewal of coverage. The Developer shall provide sixty (60) days written notice of any cancellation, non-renewal or material change in coverage for any of the required insurance in this Article.

On every date of renewal of the required insurance policies, the Developer shall cause (and cause its contractors) to provide a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Developer shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein (which request may include copies of such policies). The delivery of the certificates of insurance and the policy endorsements (including copies of such insurance policies) to the City is a condition precedent to the payment of any amounts to the Developer by the City.

Section 14.05. Carriers.

All policies of insurance required to be obtained by the Developer and its contractors pursuant to this Agreement shall be maintained with insurance carriers that are satisfactory to and as reasonably approved by City, and lawfully authorized to issue insurance in the state of Texas for the types and amounts of insurance required herein. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-

contributory with any other insurance coverage and/or self-insurance maintained by the City. All insurance coverage required herein shall be evidenced by a certificate of insurance and policy endorsements submitted by the Developer's and its contractors' insurer or broker. Certificates of insurance and policy endorsements received from any other source will be rejected.

Section 14.06. INDEMNIFICATION.

DEVELOPER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY DEVELOPER'S ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, ANY ACT OR OMISSION, INCLUDING BUT NOT LIMITED TO ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

DEVELOPER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

ARTICLE XV

GENERAL PROVISIONS

Section 15.01. Notices.

Any notice, communication or disbursement required to be given or made hereunder shall be in writing and shall be given or made by facsimile or other electronic transmittal, hand delivery, overnight courier, or by United States mail, certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below or at such other addresses as may be specified in writing by any Party hereto to the other parties hereto. Each notice which shall be mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purpose at such time as it is received by the addressee (with return receipt, the delivery receipt or the affidavit of messenger being deemed conclusive evidence of such receipt) at the following addresses:

To the City: City Manager
702 N. Highway 175
Seagoville, Texas 75159
972-287-2050

With a copy to: Attn: City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, 1800 Ross Tower
Dallas, Texas 75201
214-965-9900

To the Developer: Attn: David Aughinbaugh
Meritage Homes of Texas, LLC
8840 Cypress Waters Boulevard, Suite 100
Dallas, Texas 75019
972-580-6329

With a copy to: Attn: Ryan Hamilton
Meritage Homes Corporation
8800 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
480-515-8089

Section 15.02. Make-Whole Provision.

(a) If in any calendar year the City issues debt obligations that would be qualified tax-exempt obligations but for the issuance or proposed issuance of PID Bonds, the Developer shall pay to the City a fee (the "PID Bond Fee") to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. Prior to issuance of any PID Bonds, the City's financial advisor shall calculate the PID Bond Fee based on the issued and planned debt issuances for the City and shall notify the Developer of the total

amount of the PID Bond Fee prior to the issuance of the PID Bonds. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. If the City has not forgone the ability to issue a series of obligations as qualified tax exempt obligations, the PID Bond Fee shall be held in a segregated account of the City and if the total amount of debt obligations sold or entered into by the City in the calendar year in which the PID Bonds are issued are less than the bank qualification limits (currently \$10 million per calendar year), then the PID Bond Fee shall be returned to the Developer. The City shall not be required to sell any series of PID Bonds until the Developer has paid the estimated PID Bond Fee.

(b) If the City is planning to issue debt obligations as qualified tax exempt obligations prior to the issuance of PID Bonds in any calendar year, the City may (but is not obligated to) notify the Developer that it is planning to issue qualified tax-exempt obligations that may limit the amount of debt that the City can issue in a calendar year. In connection with the delivery of such notice, the City's financial advisor shall provide a calculation of the interest savings that the City would achieve by issuing the obligations the City plans to issue in the year as qualified tax-exempt obligations as opposed to non-qualified tax exempt obligations. If following the receipt of such notice the Developer asks the City to forego designating the obligations as qualified tax exempt obligations in order to preserve capacity for PID Bonds, the Developer shall pay to the City a fee to compensate the City for the interest savings the City would have achieved had the debt issued by the City been qualified tax-exempt obligations. The Developer agrees to pay the PID Bond Fee to the City within ten (10) business days after receiving notice from the City of the amount of PID Bond Fee due to the City. Upon receipt of the PID Bond Fee, the City agrees not to designate the obligations planned for issuance as qualified tax exempt obligations. Such payment is compensation to the City for choosing to forego the designation of obligations as qualified tax exempt obligations, and the PID Bond Fee may be used for any lawful purpose of the City.

Section 15.03. Assignment.

(a) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. The obligations, requirements or covenants to develop the Property, including construction of the Public Improvements may be assigned to (i) an Affiliate or (ii) Green Brick Partners or any Affiliate thereof without the prior written consent of the City. The obligations, requirements or covenants to the development of the Property, including construction of the Public Improvements shall not be assigned to any non-Affiliate without the prior written consent of the City Council, which consent shall not be unreasonably withheld if the assignee demonstrates the financial ability to perform in the reasonable judgment of the City Council. Each assignment shall be in writing executed by Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title or interests being assigned. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. Developer shall maintain written records of all assignments made by Developer to Assignee, including a copy of each executed assignment and the Assignee's notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer or other conveyance of any interest in this Agreement or the Property. The

City shall not be required to make any representations or execute any consent with respect to any assignment.

(b) Developer may assign any receivables or revenues due pursuant to this Agreement or any Reimbursement Agreement to a third party without the consent of, but upon written notice to the City. Provided, however, that notwithstanding the above, the City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(c) The Developer and assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement within thirty (30) days written Notice to the lender, not to be unreasonably withheld. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured. The City shall not be required to make partial payments to more than two parties as a result of an assignment and shall not execute any consent or make any representations with respect thereto.

(d) The City shall not be required to acknowledge the receipt of any Assignment by the Developer; however, to the extent the City does acknowledge receipt of any assignment pursuant to this Section, such acknowledgment does not evidence the City's agreement, acceptance or acknowledgment of the content of the assignment documents or any rights accruing thereunder; it is solely an acknowledgment of receipt of the notice via mail, express mail or email.

(e) The City does not and shall not consent to nor participate in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 15.04. Table of Contents; Titles and Headings.

The titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 15.05. Entire Agreement; Amendment.

This Agreement is the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement. This Agreement may only be amended by a written agreement executed by all Parties.

Section 15.06. Time.

In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 15.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 15.08. Severability; Waiver.

If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 15.09. No Third-Party Beneficiaries.

The City and the Developer intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third party beneficiary, or any individual or entity other than the City, the Developer or assignees of such Parties.

Section 15.10. Notice of Assignment. Developer shall not transfer any portion of the Property prior to the levy of Assessments, except as provided in Section 3.05. Subject to Section 15.03 herein, the requirements set forth below shall apply in the event that the Developer sells, assigns, transfers or otherwise conveys the Property or any part thereof and/or any of its rights, benefits or obligations under this Agreement. Developer must provide the following:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;

- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Developer and a duly authorized representative of the person that will acquire any rights or benefits as a result of the sale, assignment transfer or other conveyance.

Section 15.11. No Joint Venture.

Nothing contained in this Agreement or any other agreement between the Developer and the City is intended by the Parties to create a partnership or joint venture between the Developer, on the one hand, and the City on the other hand and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either Party as an agent of the other for any purpose whatsoever. Neither Party shall in any way assume any of the liability of the other for acts of the other or obligations of the other. Each Party shall be responsible for any and all suits, demands, costs or actions proximately resulting from its own individual acts or omissions.

Section 15.12. Estoppel Certificates. From time to time within fifteen (15) business days of a written request of the Developer or any future Developer, and upon the payment of a \$100.00 fee to the City, the City Manager, or his/her designee is authorized, in his official capacity and to his reasonable knowledge and belief, to execute a written estoppel certificate in form approved by the City Attorney, identifying any obligations of a Developer under this Agreement that are in default. No other representations in the Estoppel shall be made by the City.

Section 15.13. Independence of Action.

It is understood and agreed by and among the Parties that in the design, construction and development of the Public Improvements and any of the related improvements described herein, and in the Parties' satisfaction of the terms and conditions of this Agreement, that each Party is acting independently, and the City assumes no responsibility or liability to any third parties in connection to the Developer's obligations hereunder.

Section 15.14. Limited Recourse.

No officer, director, employee, agent, attorney or representative of the Developer shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder. No elected official of the City and no agent, attorney or representative of the City shall be deemed to be a Party to this Agreement or shall be liable for any of the contractual obligations created hereunder.

Section 15.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 15.16. No Consent to Third Party Financing.

The City does not and shall not consent to nor participate in any way in any third-party financing based upon the Developer's assignment of its right to receive funds pursuant to this Agreement or any Reimbursement Agreement.

Section 15.17. Survival of Covenants.

Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 15.18. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 15.19. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments and the issuance of the PID Bonds or approval of a Reimbursement Agreement.

Section 15.20. No Reduction of Assessments.

Following the issuance of each series of PID Bonds, the Developer agrees not to take any action or actions to reduce the total amount of the Assessments levied in payment of such PID Bonds. The Developer agrees not to take any action or actions to reduce the total amount of such Assessments to be levied as of the effective date of this Agreement.

Section 15.21. Recording Fees.

Any fees associated with the recording of documents in the real property records of Dallas County in order to give initial notice of the Assessments or made pursuant to the Act, shall be paid by the Developer. Ongoing recording in the real property records of Dallas County of updates to the Service and Assessment Plan shall be paid as an administrative expense of the PID.

Section 15.22. Anti-Boycott Verification.

The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code,

and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 15.23. Iran, Sudan and Foreign Terrorist Organizations

The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 15.24. Governing Law.

The Agreement shall be governed by the laws of the State of Texas without regard to any choice of law rules; and venue for any action concerning this Agreement and the Reimbursement Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 15.25. Petroleum.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Developer understands “affiliate” to mean an entity

that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 15.26. Firearms.

To the extent this Purchase Contract constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) ‘firearm entity’ means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) ‘firearm trade association’ means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. The Developer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Section 15.27. Further Verification. In addition to the verifications provided in Sections 15.24 and 15.25 above, if required by the Attorney General of Texas, the Developer agrees to

provide to the City a stand-alone letter, in a form acceptable to the City, executed by its general counsel, a managing director, chief compliance officer, or other comparable officer acceptable to the City, providing further verification and confirmation of the Developer compliance with the matters set forth in Sections 15.24 and 15.25 above. Such letters shall be addressed directly to the City and the Attorney General of Texas.

Section 15.28. Conflict.

In the event of any conflict between this Agreement and any Indenture authorizing the PID Bond, the Indenture controls. In the event of any conflict between this Agreement and the Reimbursement Agreement, the Reimbursement Agreement shall control, except that in all cases, Applicable Law shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF SEAGOVILLE

By: _____
Name: _____
Title: City Manager

ATTEST:

City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

DEVELOPER
MERITAGE HOMES OF TEXAS, LLC,
an Arizona limited liability company

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the _____ and duly authorized representative of MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT A

PROPERTY DESCRIPTION

TRACT 1

BEING A 222.432 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 222.432 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A

1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;
THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:
NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;
NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;
THENCE, OVER AND ACROSS SAID LOT ONE, BLOCK ONE, AND ALONG THE COMMON LINES OF SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:
SOUTH 45 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 0.690 ACRE EASEMENT;
NORTH 44 DEGREES 19 MINUTES 26 MINUTES, A DISTANCE OF 149.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 0.690 ACRE EASEMENT. SAID POINT BEING ON THE NORTHEAST LINE OF SAID LOT ONE AND THE COMMON SOUTHWEST LINE OF AFORESAID "TRACT 3";
THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;
THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE

OF 1339.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:
SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;
SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;
SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679 ACRE TRACT;
SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);
SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;
THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;
THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:
NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;
SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;
NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;
THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:
ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;
SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;
SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;
THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;
THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:
SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;
SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT

COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID 4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A

DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES: SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 ACRE TRACT,

WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;
NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;
SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;
SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;
THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

EXHIBIT B

PLANNED DEVELOPMENT ORDINANCE

[See attached]

EXHIBIT C

PUBLIC IMPROVEMENTS AND PROJECT COSTS

Costs are estimates and final costs of the Public Improvements shall be as set forth in the applicable Service and Assessment Plan. The Service and Assessment Plan will also include costs of issuance for the PID Bonds.

(OPC PHASES 1 & 2) (OPC PHASES N1 & N2) (OPC PHASES S1 & S2)

IMPROVEMENT AREA 1 IMPROVEMENT AREA 2 IMPROVEMENT AREA 3

DIVISION	RESIDENTIAL		MASTER		RESIDENTIAL		MASTER		RESIDENTIAL		MASTER		RESIDENTIAL SUB-TOTAL	MASTER SUB-TOTAL	TOTAL
A. EXCAVATION	\$ 1,540,071.00	\$ 1,003,838.00	\$ 1,477,401.00	\$ 2,424.00	\$ 1,539,182.00	\$ -	\$ -	\$ -	\$ 4,556,654.00	\$ 1,006,262.00	\$ 5,562,916.00				
B. SANITARY SEWER SYSTEM	\$ 829,675.00	\$ 3,638,276.00	\$ 821,183.00	\$ 220,721.00	\$ 786,990.50	\$ -	\$ -	\$ -	\$ 2,437,848.50	\$ 3,858,997.00	\$ 6,296,845.50				
C. STORM SEWER SYSTEM	\$ 1,187,536.00	\$ 1,843,273.00	\$ 747,217.00	\$ 333,378.00	\$ 673,415.00	\$ 732,225.00	\$ -	\$ -	\$ 2,608,168.00	\$ 2,908,876.00	\$ 5,517,044.00				
D. WATER DISTRIBUTION SYSTEM	\$ 711,302.00	\$ 1,040,717.00	\$ 626,922.00	\$ -	\$ 582,261.00	\$ -	\$ -	\$ -	\$ 1,920,485.00	\$ 1,040,717.00	\$ 2,961,202.00				
E. STREET PAVING	\$ 1,860,440.00	\$ 929,827.00	\$ 1,491,659.00	\$ 659,290.00	\$ 1,837,902.00	\$ 139,793.00	\$ -	\$ -	\$ 5,190,001.00	\$ 1,728,910.00	\$ 6,918,911.00				
F. RETAINING WALLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
G. MISCELLANEOUS ITEMS	\$ 30,540.00	\$ -	\$ 25,800.00	\$ -	\$ 24,600.00	\$ -	\$ -	\$ -	\$ 80,940.00	\$ -	\$ 80,940.00				
H. LANDSCAPING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
I. DEVELOPMENT FEES	\$ 1,354,324.00	\$ 869,500.00	\$ 1,117,296.00	\$ 170,500.00	\$ 1,140,052.00	\$ 130,500.00	\$ -	\$ -	\$ 3,611,672.00	\$ 1,170,500.00	\$ 4,782,172.00				
SUB - TOTAL	\$ 7,513,888.00	\$ 9,325,431.00	\$ 6,307,478.00	\$ 1,386,313.00	\$ 6,584,402.50	\$ 1,002,518.00	\$ -	\$ -	\$ 20,405,768.50	\$ 11,714,262.00	\$ 32,120,030.50				
CONTINGENCIES (10%)	\$ 752,000.00	\$ 933,000.00	\$ 631,000.00	\$ 139,000.00	\$ 659,000.00	\$ 101,000.00	\$ -	\$ -	\$ 2,042,000.00	\$ 1,173,000.00	\$ 3,215,000.00				
TOTAL	\$ 8,265,888.00	\$ 10,258,431.00	\$ 6,938,478.00	\$ 1,525,313.00	\$ 7,243,402.50	\$ 1,103,518.00	\$ -	\$ -	\$ 22,447,768.50	\$ 12,887,262.00	\$ 35,335,030.50				
IMPROVEMENT AREA TOTALS	\$	\$ 18,524,319.00	\$	\$ 8,463,791.00	\$	\$ 8,346,920.50									

EXHIBIT D
DEVELOPMENT STANDARDS

Residential Building Requirements:

- 80% masonry on all sides below the ceiling plate; above the ceiling plate can be cementitious.
- 4 unique architectural features per house, such as architectural pillars or posts, brick chimney on exterior wall, cast stone accents, covered front porches, dormers or gables, greater than 6:12 roof pitch, separate transom windows, variable roof pitches, shutters, masonry arches, mixed masonry material, coach lights, decorative attic or gable feature, decorative driveway (salt finish, exposed aggregate) or other features approved by the City.
- Home Owners Association shall be responsible for all open space maintenance (including landscaping and irrigation systems); screening walls and fences, parks, amenity center, and detention ponds.
- Screen walls to be a combination of six foot (6') high stained board on board cedar fence and ornamental metal fencing (at open spaces) on an interior road (Shannon); or six foot (6') 100% masonry/rock/stone on perimeter roads (Lasater, Stark and Simonds); all maintained by HOA.
- Detention ponds must have wrought iron surrounding them. Flow line areas do not require fencing.
- A minimum of three (3) elevations per floor plan. No elevation to be repeated no sooner than every 4th house.
- 6" concrete on all streets with 6" of lime stabilization and compliance with Geotech report; 51' Right-of-Way with 31' back of curb and No. 4 bar on 18" center at 4000 PSI.
- 4" concrete sidewalk, No. 3 Bar at 24" center on all residential streets required on both sides.
- All garages can only release onto residential streets and not onto collector roads, unless slip roads are utilized.
- For garage doors that face residential streets, the doors must be carriage style with accessories or modern style with decorative opaque windows.
- Fencing for housing lots must be six foot (6') high stained cedar fencing with three (3) rails and metal posts unless by open space areas which shall be a six foot (6') ornamental metal fence.

Trails:

- Hike and bike trails open (no screening) and 6' wide concrete trail, No. 3 Bar, 24" on center.
- Must comply with all landscape regulations (in the PD) and meet City landscape regulations.

EXHIBIT E

LANDOWNER CONSENT

CONSENT AND AGREEMENT OF LANDOWNERS

This Consent and Agreement of Landowner is issued by _____, an Arizona limited liability company, as the landowner (the “Landowner”) who collectively hold record title to all property located within the [_____ Public Improvement District] (the “PID”) created by the City of _____ pursuant to a petition of Landowner. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City’s ordinance levying assessments on property within the PID, dated _____, 2021, including the Service and Assessment Plan and Assessment Rolls attached thereto (the “Assessment Ordinance”). [TO BE EXECUTED PRIOR TO THE LEVY OF ASSESSMENTS FOR EACH SERIES OF BONDS WITH EACH IMPROVEMENT AREA]

Landowner hereby declare and confirm that they collectively hold record title to all property in the PID which are subject to the Assessment Ordinances, as set forth on Exhibit A. Further, Landowner hereby ratify, declare, consent to, affirm, agree to and confirm each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property, and the Authorized Improvements for which the Assessments are being made, as set forth in the Service and Assessment Plan.
2. The determinations and findings as to benefits by the City in the Assessment Ordinance and the Service and Assessment Plan.
3. The Assessment Ordinance and the Service and Assessment Plan and Assessment Roll.
4. The right, power and authority of the City Council to adopt the Assessment Ordinances and the Service and Assessment Plans and Assessment Roll;
5. Each Assessment levied on each Assessed Property as shown in the Service and Assessment Plan (including interest and Administrative Expenses as identified in the Service and Assessment Plan and as updated from time to time as set forth in the Service and Assessment Plan).
6. The Authorized Improvements specially benefit the Assessed Property in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.
7. Each Assessment is final, conclusive and binding upon such Landowners, regardless of whether such Landowners may be required to pay Assessments under certain circumstances pursuant to the Service and Assessment Plan.

8. The then-current owner of each Assessed Property shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance.
9. Delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.
10. The "Annual Installments" of the Assessments may be adjusted, decreased and extended in accordance with the Service and Assessment Plan, and the then-current owner of each Assessed Property shall be obligated to pay its revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City.
11. All notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowners hereby waive any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments.
12. That the resolution creating the PID, the Ordinance levying the Assessments, the Service and Assessment Plan and a Notice of Creation of Special Assessment District and Imposition of Special Assessment to be provided by the City, shall be filed in the records of the County Clerk of Dallas County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.
13. Each Assessed Property owned by the Landowner identified in the Service and Assessment Plan and Assessment Roll are wholly within the boundaries of the PID.
14. There are no Parcels owned by the Landowners within the boundaries of the PID that are not identified in the Service and Assessment Plan and the Assessment Roll.
15. Each Parcel owned by the Landowners identified in the Service and Assessment Plan and Assessment Roll against which no Assessment has been levied was Non-Benefited Property as of _____, 20__.

Originals and Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Agreement and Consent of Landowner to be executed as of _____, 2019.

_____, **LLC**,
an Arizona limited liability company

By:

By:

By: _____
Name:
Its

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 20__ by _____, as, an Arizona limited liability company on behalf of said company.

Notary Public, State of Texas

EXHIBIT F

FORM OF PAYMENT CERTIFICATE

PAYMENT CERTIFICATE NO. _____

Reference is made to that certain Indenture of Trust by and between the City and the Trustee dated as of _____ (the “Indenture”) relating to the “City of _____, Texas, Special Assessment Revenue Bonds, Series 20__ (_____ Public Improvement District Project)” (the “Bonds”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the _____, LLC an Arizona limited liability company (the “Developer”) and requests payment to the Developer (or to the person designated by the Developer) from:

_____ the Public Improvement Account of the Project Fund from _____, N.A., (the “Trustee”), in the amount of _____ (\$_____) for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Public Improvements providing a special benefit to property within the _____ Public Improvement District.

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The itemized payment requested for the below referenced Public Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The itemized amounts listed for the Public Improvements below is a true and accurate representation of the Public Improvements associated with the creation, acquisition, or construction of said Public Improvements and such costs (i) are in compliance with the Development Agreement, and (ii) are consistent with and within the cost identified for such Public Improvements as set forth in the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.

5. The Developer has timely paid all ad valorem taxes and Annual Installments of Public Assessments it owes or an entity the Developer controls owes, located in the _____ Public Improvement District and has no outstanding delinquencies for such Public Assessments.

6. All conditions set forth in the Indenture and the Development Agreement for the payment hereby requested have been satisfied.

7. The work with respect to Public Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Public Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

Payee / Description of Public Improvement	Total Cost Public Improvement	Budgeted Cost of Public Improvement	Amount requested be paid from the Public Improvement Account

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Development Agreement, after receiving this payment request, the City has inspected the Public Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____,
LLC, an Arizona limited liability company

By: _____
 Name: _____
 Title: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, and finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and authorizes and directs payment of the amounts set forth below by Trustee from the Project Fund to the Developer or other person designated by the Developer as listed and directed on such Certificate for Payment. The City's approval of the Certificate for Payment shall not have the effect of estopping or preventing the City from asserting claims under the Development Agreement, the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, or any other agreement between the parties or that there is a defect in the Public Improvements.

Amount of Payment Certificate Request	Amount to be Paid by Trustee from Improvement Account
\$ _____	\$ _____

CITY OF SEAGOVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____, LP, (the “Developer”) and requests payment from:

[the Cost of Issuance Account of the Project Fund][the Improvement Account of the Project Fund] from _____, (the “Trustee”) in the amount of _____ DOLLARS (\$_____) for costs incurred in the establishment, administration, and operation of the _____ Public Improvement District (the “District”), as follows:

Closing Costs Description	Cost	PID Allocated Cost
TOTAL		

In connection to the above referenced payments, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the above referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.
3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Developer with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with and within the costs as set forth in the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Development Agreement, the Indenture, and the Service and Assessment Plan.
5. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.
6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

- c. X amount to Person or Account Y for Z goods or services.
- d. Payment instructions

I hereby declare that the above representations and warranties are true and correct.

_____, **LLC, an Arizona limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

APPROVAL OF REQUEST

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request to the extent set forth below and authorizes and directs payment by Trustee in such amounts and from the accounts listed below, to the Developer or other person designated by the Developer herein.

Closing Costs	Amount to be Paid by Trustee from Cost of Issuance Account
\$ _____	\$ _____

CITY OF SEAGOVILLE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

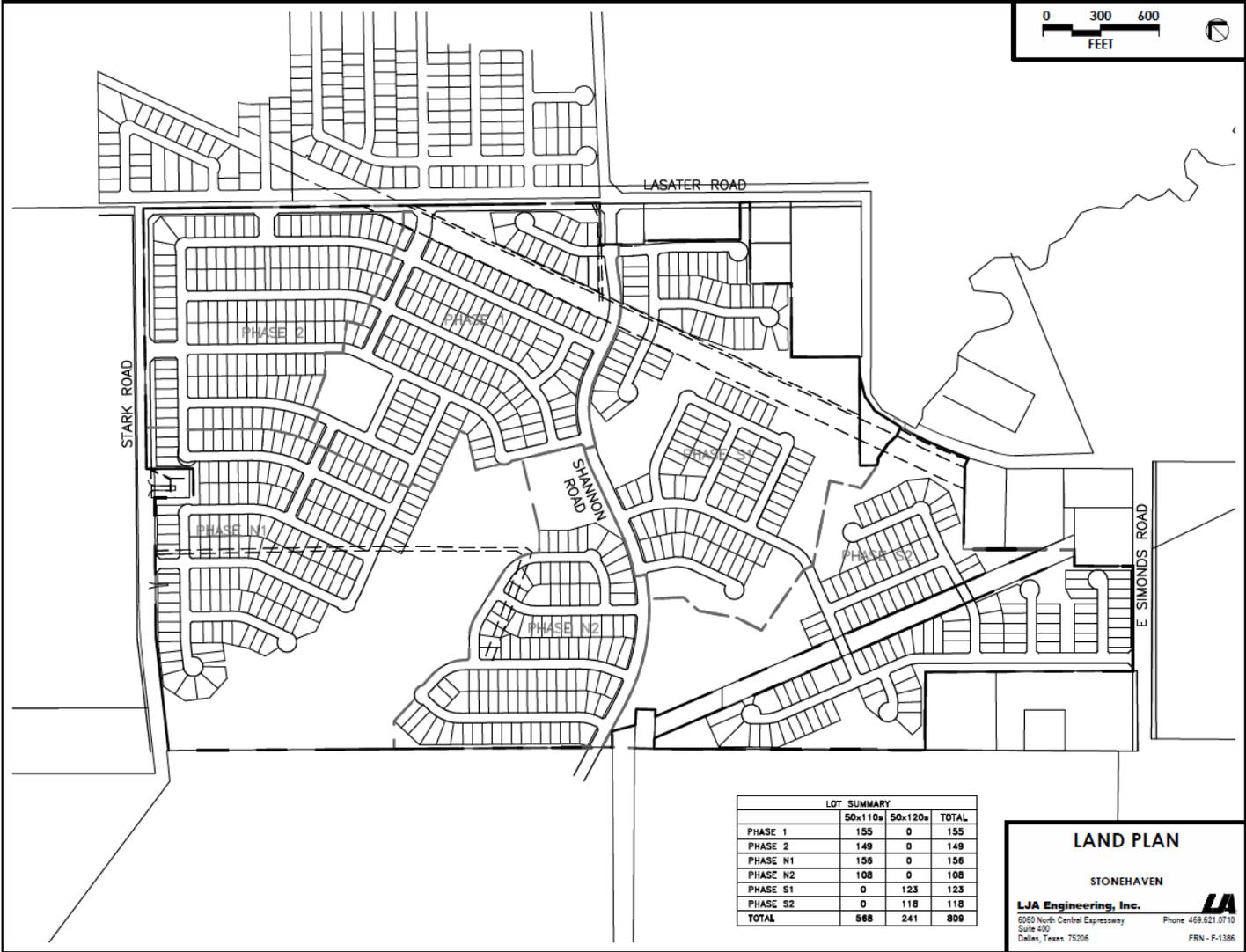
EXHIBIT H

HOME BUYER DISCLOSURE PROGRAM

The Developer of _____ Public Improvement district (the "PID") shall record notice of the PID in the appropriate land records for the Property. The Developer shall require in its contracts with builders within the PID that the builders provide notice to prospective homebuyers in accordance with the following minimum requirements:

2. Attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
6. If the homebuilders estimate monthly ownership costs, they must include special assessments in estimated property taxes.
7. Notify Settlement Companies that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows

EXHIBIT I DEVELOPMENT IMPROVEMENT AREAS AND PHASES



LOT SUMMARY			
	50x110a	50x120a	TOTAL
PHASE 1	155	0	155
PHASE 2	149	0	149
PHASE N1	156	0	156
PHASE N2	108	0	108
PHASE S1	0	123	123
PHASE S2	0	118	118
TOTAL	568	241	809

LAND PLAN

STONEHAVEN

LJA Engineering, Inc.

6960 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710 FRN - F-1386

EXHIBIT J
CONCEPT PLAN

EXHIBIT K AMENITIES

- Amenity Center Facility to include: restroom building, swimming pool, a children's pool area (enclosed in an ornamental metal fence); playground and shade structures; playground equipment and landscaping ; all to be maintained by the HOA.
- A meandering all-weather trail consisting of a 6' sidewalk as shown on the Concept Plan.
- Perimeter screening of the Amenity Center to be a six foot (6') high ornamental metal fence with rock, brick, or stone columns every 100 linear feet.
- Collector road (Shannon) screening to be a combination of six foot (6') high stained board on board cedar and ornamental fencing (at open spaces) with columns spaced every 100 linear feet.
- Entry monuments located at major focal points of the community, to be owned and maintained by a Homeowner's Association.
- Shade trees provided at a rate of 1 tree per 30 linear feet for all screening areas, provided that the City may make an exception on a case-by-case basis depending on the type of tree planted.
- All open space landscaping will be maintained by the HOA.



LOT COUNT TABLE

PHASE	RESIDENTIAL TYPE		TOTAL LOTS
	50' x 110'	50' x 120'	
PHASE 1	155	-	155
PHASE 2	149	-	149
PHASE N1	156	-	156
PHASE N2	108	-	108
PHASE S1	-	123	123
PHASE S2	-	118	118
TOTAL LOT	568	241	809

LA

Planning & Landscape Architecture

Land & Master Planning
 Land Use & Zoning Studies
 Sustainable Design
 Urban Design
 Landscape Architecture

2125 South Central Expressway
 Suite 300, McKinney, Texas 75070
 P: 214.432.2762

STONEHAVEN MASTERPLAN

DRWN BY: AH
 CHKD BY: TM
 DATE: 8/12/2021
 PROJECT NUMBER: NT680-0067

CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

0 200' 400'

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 This exhibit is an illustrative representation for presentation purposes only and should not be used for competition or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, floodplains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, materials, location, and character of the facilities shown on this exhibit are intended.

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Regular Session Agenda Item: 10

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, setting a public hearing under section 311.003 of the Texas Tax Code for the creation of a Tax Increment Reinvestment Zone containing approximately 555.25 acres of land generally located south of Highway 175, referred to as Santorini, and being wholly located within the corporate limits and extraterritorial jurisdiction of the City of Seagoville, Texas; authorizing the issuance of notice by the City Secretary of the City of Seagoville, Texas, regarding the public hearing; and directing the City of Seagoville, Texas to prepare a preliminary Reinvestment Zone Financing Plan.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits.

The City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 555.25 acres of land generally located south of Highway 175 and being wholly located within the corporate limits and extraterritorial jurisdiction of the City (the "Zone"), with the boundaries of the Zone being generally depicted in **Exhibit A** attached hereto and made a part hereof for all purposes.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Setting Public Hearing for Tax Increment Reinvestment Zone

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, SETTING A PUBLIC HEARING UNDER SECTION 311.003 OF THE TEXAS TAX CODE FOR THE CREATION OF A TAX INCREMENT REINVESTMENT ZONE CONTAINING APPROXIMATELY 555.25 ACRES OF LAND GENERALLY LOCATED SOUTH OF HIGHWAY 175, REFERRED TO AS SANTORINI AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRATERRITORIAL JURISDICTION OF THE CITY OF SEAGOVILLE, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE BY THE CITY SECRETARY OF THE CITY OF SEAGOVILLE, TEXAS, REGARDING THE PUBLIC HEARING; AND DIRECTING THE CITY OF SEAGOVILLE, TEXAS TO PREPARE A PRELIMINARY REINVESTMENT ZONE FINANCING PLAN.

WHEREAS, the City of Seagoville, Texas (the "City"), is authorized under Chapter 311 of the Texas Tax Code, as amended (the "Act"), to create a tax increment reinvestment zone within its corporate limits; and

WHEREAS, the City Council of the City (the "City Council") wishes to hold a public hearing in accordance with Section 311.003 of the Act regarding the establishment of a tax increment reinvestment zone containing approximately 555.25 acres of land generally located south of Highway 175 and being wholly located within the corporate limits and extraterritorial jurisdiction of the City (the "Zone"), with the boundaries of the Zone being generally depicted in **Exhibit A** attached hereto and made a part hereof for all purposes; and

WHEREAS, in order to hold a public hearing for the creation of the Zone, notice must be given in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing in accordance with Section 311.003 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on November 1, 2021, on the creation of the Zone.

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

SECTION I. That a public hearing is hereby called for November 1, 2021, at 7:00 p.m., in the City Council Chamber, at Seagoville City Hall, 702 N. Highway 175, Seagoville, Texas 75159, for the purpose of hearing any interested person speak for or against: (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing.

SECTION 2. That at such time and place the City Council will hear testimony regarding (i) the inclusion of property within the Zone; (ii) the creation of the Zone; (iii) the boundaries of the Zone; and/or (iv) the concept of tax increment financing and will provide a reasonable opportunity for the owner of any property within the proposed Zone to protest the inclusion of their property within the Zone. Upon closing the public hearing, the City Council will consider the adoption of an ordinance creating the Zone and other related matters.

SECTION 3. That attached hereto as **Exhibit B** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved.

SECTION 4. That the City Secretary is hereby authorized and directed to cause said notice to be published in substantially the form attached hereto as **Exhibit B** in a newspaper of general circulation in the City no later than the 7th day before the date of the hearing on November 1, 2021.

SECTION 5. That before the November 1, 2021, hearing concerning the Zone, the City shall prepare a preliminary reinvestment zone project and finance plan.

SECTION 6. That this resolution shall be in full force and effect from and after its passage and it is accordingly so resolved.

DULY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THE 20TH DAY OF SEPTEMBER 2021.

Dennis Childress
Mayor

ATTEST:

APPROVED:

Kandi Jackson
City Secretary

Victoria Thomas
City Attorney

Exhibit A – Depiction of the Proposed Zone

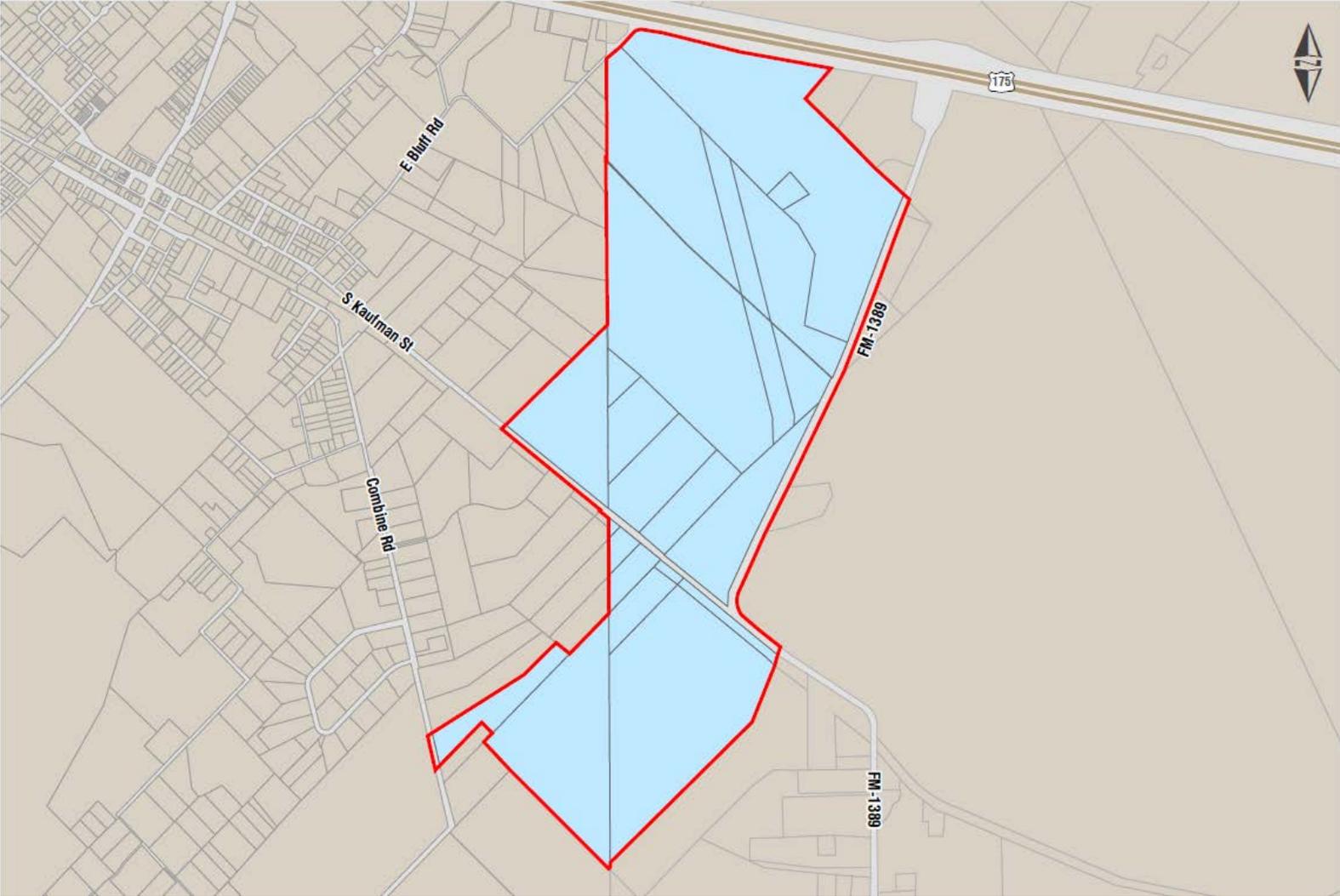


Exhibit B

**CITY OF SEAGOVILLE CITY COUNCIL
NOTICE OF PUBLIC HEARING
ON CREATION OF A REINVESTMENT ZONE**

THE CITY OF SEAGOVILLE CITY COUNCIL WILL HOLD A PUBLIC HEARING ON NOVEMBER 1, 2021 AT 7:00 P.M. IN THE CITY COUNCIL CHAMBER LOCATED AT SEAGOVILLE CITY HALL, 702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159, ON THE CREATION OF A REINVESTMENT ZONE AND ITS BENEFITS TO THE CITY OF SEAGOVILLE AND TO PROVIDE A REASONABLE OPPORTUNITY FOR ANY OWNER OF PROPERTY WITHIN THE PROPOSED ZONE TO PROTEST THE INCLUSION OF THEIR PROPERTY WITHIN THE PROPOSED ZONE, WHICH PROPOSED REINVESTMENT ZONE CONTAINS APPROXIMATELY 555.25 ACRES OF LAND GENERALLY LOCATED SOUTH OF HIGHWAY 175 AND BEING WHOLLY LOCATED WITHIN THE CORPORATE LIMITS AND EXTRA TERRITORIAL JURISDICITON OF THE CITY OF SEAGOVILLE, TEXAS. A MAP DEPICTING THE BOUNDARIES OF THE PROPOSED REINVESTMENT ZONE IS AVAILABLE IN THE OFFICE OF THE CITY SECRETARY AT 702 N. HIGHWAY 175, SEAGOVILLE, TEXAS 75159, AND IS AVAILABLE FOR PUBLIC INSPECTION. AT THE PUBLIC HEARING, ANY INTERESTED PERSON MAY SPEAK FOR OR AGAINST THE INCLUSION OF PROPERTY WITHIN THE PROPOSED REINVESTMENT ZONE, THE CREATION OF THE PROPOSED REINVESTMENT ZONE, ITS BOUNDARIES AND/OR THE CONCEPT OF TAX INCREMENT FINANCING. FOLLOWING THE PUBLIC HEARING, THE CITY COUNCIL WILL CONSIDER ADOPTION OF AN ORDINANCE CREATING THE REINVESTMENT ZONE AND OTHER RELATED MATTERS.

Regular Session Agenda Item: 11

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Discussion concerning the operation of side by side and all-terrain vehicles on public roadways in the City of Seagoville.

BACKGROUND OF ISSUE:

Per Mayor Pro Tem Fruin's request the Police Department has put together an informational power-point regarding the legalities of Off-Highway Vehicle (OHV) use on public roadways. There are several different types of (OHVs) All-Terrain Vehicle (ATV), side by side Recreational Off-Highway Vehicle (ROV), Utility Vehicle (UTV) and Sand Rail.

Effective September 1, 2019, an owner of one of the above described OHVs could obtain an off-highway vehicle license plate. The TxDMV is required to title off-highway vehicles (ATVs, ROVs, UTVs, and Sand Rails), but these vehicles are not eligible for registration. However, off-highway vehicles are eligible to receive an Off-Highway Vehicle license plate, which can be obtained from the county tax collector's office which allows them to be operated on public roadways under certain restrictions.

FINANCIAL IMPACT:

No financial impact

RECOMMENDATION:

EXHIBITS:

Power point presentation

Off-Highway Vehicles

TRANSPORTATION CODE

Chapter 551A. Off-Highway Vehicles

Off-Highway Vehicles

- The TxDMV is required to title off-highway vehicles (ATVs, ROVs, UTVs, and Sand Rails), but these vehicles are not eligible for registration.
- Off-highway vehicles are eligible to receive an Off-Highway Vehicle license plate, which may be obtained from a county tax assessor-collector's office.

OFF-HIGHWAY VEHICLES

Definitions:

An All Terrain Vehicle (ATV) is a motor vehicle that:

- Has a seat or seats for the rider and one passenger
- Has three or more tires
- Is not more than 50 inches wide
- Is designed for off-highway use
- Is not designed by the manufacturer for farm or lawn care.



A Recreational Off-Highway Vehicle (ROV) is a motor vehicle that:

- Has a seat or seats for the rider and one or more passengers
- Has four or more tires
- Is designed for off-highway use
- Is not designed by the manufacturer for farm or lawn care.



A Utility Vehicle (UTV) is a motor vehicle that:

- Has side by side seating for the operator and passenger
- Has four or more tires
- Is designed for off-highway use
- Is designed by the manufacturer for utility work and not for recreational purposes.



A Sand Rail is a motor vehicle that:

- Is designed or built for off-highway use in sandy terrains
- Has a tubular frame
- Has an integrated roll cage
- Has an engine that is rear-mounted or placed midway between the front and rear axles
- Has a gross vehicle weight between 700 and 2,000 pounds.



SUBCHAPTER D. OPERATION ON HIGHWAY

Sec. 551A.052. REGISTRATION; LICENSE PLATES.

Sec. 551A.05(b). REGISTRATION;
LICENSE PLATES.

An operator may operate an unregistered off-highway vehicle on a highway in a manner authorized by this subchapter only if the vehicle displays a license plate issued under this section.

Sec. 551A.053.

OPERATION ON HIGHWAY AUTHORIZED BY MUNICIPALITY OR CERTAIN COUNTIES.

(a) In addition to the operation authorized by Section 551A.055, the governing body of a municipality may allow an operator to operate an unregistered off-highway vehicle on all or part of a highway that:

Sec. 551A.053.

- (1) is in the corporate boundaries of the municipality; and
- (2) has a posted speed limit of not more than 35 miles per hour.

Sec. 551A.054.

PROHIBITION OF OPERATION IN CERTAIN AREAS BY MUNICIPALITY, COUNTY, OR DEPARTMENT.

(a) A county or municipality may prohibit the operation of an unregistered off-highway vehicle on a highway under Section 551A.055 if the governing body of the county or municipality determines that the prohibition is necessary in the interest of safety.

(b) The Texas Department of Transportation may prohibit the operation of an unregistered off-highway vehicle on a highway under Section 551A.055 if that department determines that the prohibition is necessary in the interest of safety.

Sec. 551A.055.

OPERATION AUTHORIZED IN CERTAIN AREAS.

An operator may operate an unregistered off-highway vehicle:

(1) in a master planned community:

(A) that has in place a uniform set of restrictive covenants; and

(B) for which a county or municipality has approved a plat; or

OPERATION AUTHORIZED IN CERTAIN AREAS.

(2) on a highway for which the posted speed limit is not more than 35 miles per hour, if the off-highway vehicle is operated:

(A) during the daytime; and

(B) not more than two miles from the location where the off-highway vehicle is usually parked and for transportation to or from a golf course.

Sec. 551A.057.

AGRICULTURAL OR UTILITY OPERATION ON HIGHWAY.

(a) The operator of an unregistered off-highway vehicle may operate the vehicle on a highway that is not an interstate or limited-access highway if:

(1) the transportation is in connection with:

(A) the production, cultivation, care, harvesting, preserving, drying, processing, canning, storing, handling, shipping, marketing, selling, or use of agricultural products, as defined by Section 52.002, Agriculture Code; or

AGRICULTURAL OR UTILITY OPERATION ON HIGHWAY.

(B) utility work performed by a utility;

(2) the operator attaches to the back of the vehicle a triangular orange flag that is at least six feet above ground level;

(3) the vehicle's headlights and taillights are illuminated;

(4) the operation of the vehicle occurs in the daytime; and

(5) the operation of the vehicle does not exceed a distance of 25 miles from the point of origin to the destination.

AGRICULTURAL OR UTILITY OPERATION ON HIGHWAY.

(b) Notwithstanding Section 551A.052, an off-highway vehicle operated under this section is **not** required to display a license plate.

(c) Provisions of this code regarding helmet and eye protection use, safety certification, and other vehicular restrictions **do not** apply to the operation of an off-highway vehicle under this section.

Sec. 551A.071.

REQUIRED EQUIPMENT; DISPLAY OF LIGHTS.

a) An off-highway vehicle that is operated on public off-highway vehicle land, a beach, or a highway must be equipped with:

- (1) a brake system maintained in good operating condition;
- (2) an adequate muffler system in good working condition; and
- (3) a United States Forest Service qualified spark arrester.

REQUIRED EQUIPMENT; DISPLAY OF LIGHTS.

(b) An off-highway vehicle that is operated on public off-highway vehicle land, a beach, or a highway must display a lighted headlight and taillight:

- (1) during the period from one-half hour after sunset to one-half hour before sunrise; and
- (2) at any time when visibility is reduced because of insufficient light or atmospheric conditions.

(c) A person may not operate an off-highway vehicle on public off-highway vehicle land, a beach, or a highway if:

- (1) the vehicle has an exhaust system that has been modified with a cutout, bypass, or similar device; or
- (2) the spark arrester has been removed or modified, unless the vehicle is being operated in a closed-course competition event.

Sec. 551A.072.

SAFETY APPAREL REQUIRED.

(a) A person may not operate, ride, or be carried on an off-highway vehicle on public off-highway vehicle land, a beach, or a highway unless the person wears:

- (1) a safety helmet that complies with United States Department of Transportation standards;
- (2) eye protection; and
- (3) seat belts, if the vehicle is equipped with seat belts.

SAFETY APPAREL REQUIRED.

(b) Subsections (a)(1) and (2) do not apply to a motor vehicle that has four wheels, is equipped with bench or bucket seats and seat belts, and includes a roll bar or roll cage construction to reduce the risk of injury to an occupant of the vehicle in case of vehicle rollover.

(c) This section does not apply to a motor vehicle that is in the process of being loaded into or unloaded from a trailer or another vehicle used to transport the vehicle.

Sec. 551A.074. CARRYING PASSENGERS.

A person may not carry a passenger on an off-highway vehicle operated on public off-highway vehicle land, a beach, or a highway unless the vehicle is designed by the manufacturer to transport a passenger.

OFF-HIGHWAY VEHICLES

In conclusion.....

ATVs, ROVs, UTVs and Sand Rails with an Off-Highway Vehicle license plate may be operated on roads in the following situations:

- In a master planned community with a uniform set of restrictive covenants and a county or municipality-approved plat
- On a road with a posted speed limit of not more than 35 mph, during the daytime and not more than two miles from the location where it is usually parked for transportation to and from a golf course
- To cross intersections, including a road or street that has a posted speed limit of more than 35 mph.

ATVs, ROVs, UTVs and Sand Rails with an Off-Highway Vehicle license plate may be operated on roads in the following situations:

- cities and certain counties may authorize operation of ATVs, ROVs, UTVs, and Sand Rails on roads within the boundaries of the city or within unincorporated areas of certain counties.
- The ATV, ROV, UTV and Sand Rail must display an Off-Highway Vehicle license plate when operated on roads authorized by the city or county.
- Operation may be authorized only on roads with a speed limit of 35 mph or less.
 - If operated on the roads at a speed of 25 mph or less, an ATV, ROV, UTV and Sand Rail is required to display a slow-moving vehicle emblem.

ATVs, ROVs, UTVs and Sand Rails may be operated on roads without the issuance of a license plate if the vehicle is:

- Owned by a state, county, or municipality and operated on a public beach or highway to maintain public safety and welfare
- Operated by a farmer or a rancher during the daytime and traveling no more than 25 miles from the point of origin to the destination and used in connection with the production, cultivation, harvesting, etc., of agricultural products
- Operated by a public utility worker during the daytime for utility work and traveling no more than 25 miles from the point of origin to the destination
- Operated by a law enforcement officer, or other person who provides firefighting, ambulance, medical, or other emergency services, and traveling no more than 10 miles from the point of origin to the destination.

Regular Session Agenda Item: 12

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Discussion concerning a partnership with local tire shops to allow citizens to properly dispose of old tires.

BACKGROUND OF ISSUE:

This item was requested by Councilmember Magill.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 13

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Discussion to consider a 4-way stop at Hall and Judy

BACKGROUND OF ISSUE:

This item was requested by Councilmember Hernandez.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 14

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 15

Meeting Date: September 20, 2021

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A