



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

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

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**
- B. Receive an update concerning building maintenance**

**Adjourn**

**REGULAR SESSION - 7:00 P.M.**

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**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 December 6, 2021 (City Secretary)**

**REGULAR AGENDA-**

- 2. Conduct a public hearing to 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 Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use including Single Family, Multi-Family and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788± acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts (Community Development Director)**
  
- 3. Discuss and consider 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 Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use including Single Family, Multi-Family and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788± acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts, all being legally described herein; providing for development regulations; providing for the approval of a concept plan and elevations; 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 (Legal Counsel)**
  
- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Santorini Development Agreement by and between Seagoville Laguna Azure, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, for the development of approximately 591.788± acres of land within the city; authorizing the Mayor to execute the same; and providing an effective date (Legal Counsel)**
  
- 5. Mayor's Report**
  
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Taylor Farms Project, LLC, a Texas Limited Liability Company; and providing for an effective date (Legal Counsel)**

- 7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Taylor Farms Project Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit '1' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date (Legal Counsel)**
- 8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Lakes of Serenity Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit '1' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date (Legal Counsel)**
- 9. Direct Staff concerning both Council Meetings for January and the second Council Meeting for February, 2022 (City Secretary)**
- 10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving Garver, LLC., Work Order No. 2 for On-Call Consultation Services related to Plan Review, issued under the City's Agreement with Garver, LLC for Professional Engineering Services on a Task Order Basis, for total compensation in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development Director)**
- 11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving Infinity Contractors to install Two (2) 5-ton HVAC units and One (1) 2.5-ton Split Unit System at City Hall in an amount not to exceed Twenty Nine Thousand Eight Hundred Seven Dollars and No Cents (\$29,807.00) as described herein and set forth in Exhibit "A"; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**
- 12. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 13. 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.**

**14. Recess into Executive Session**

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection**
- C. § 551.071. Consultation with City Attorney, to seek the advice of its attorney about pending litigation: Shayla Logan v. Chief of Police, Ray Calverley, Captain Steve Davis, and Officer Kevin Yoes ID 180, City of Seagoville, Civil Action No. 3:21-cv-3079 in the United States District Court for the Northern District of Texas**

**15. Reconvene into Regular Session**

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection**
- C. § 551.071. Consultation with City Attorney, to seek the advice of its attorney about pending litigation: Shayla Logan v. Chief of Police, Ray Calverley, Captain Steve Davis, and Officer Kevin Yoes ID 180, City of Seagoville, Civil Action No. 3:21-cv-3079 in the United States District Court for the Northern District of Texas**

**16. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11, “Health and Sanitation”, by adding a new Article 11.05 “Multi-Family Licensing and Inspection”; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Mayor Pro Tem Fruin)**

**Adjourn**

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

  
Kandi Jackson, City Secretary



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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, January 3, 2022 New Year Holiday**
- **Monday, January 17, 2022 Martin Luther King Jr Holiday**

**RODENT CONTROL  
PREVENTION MEASURES  
AT CITY HALL**

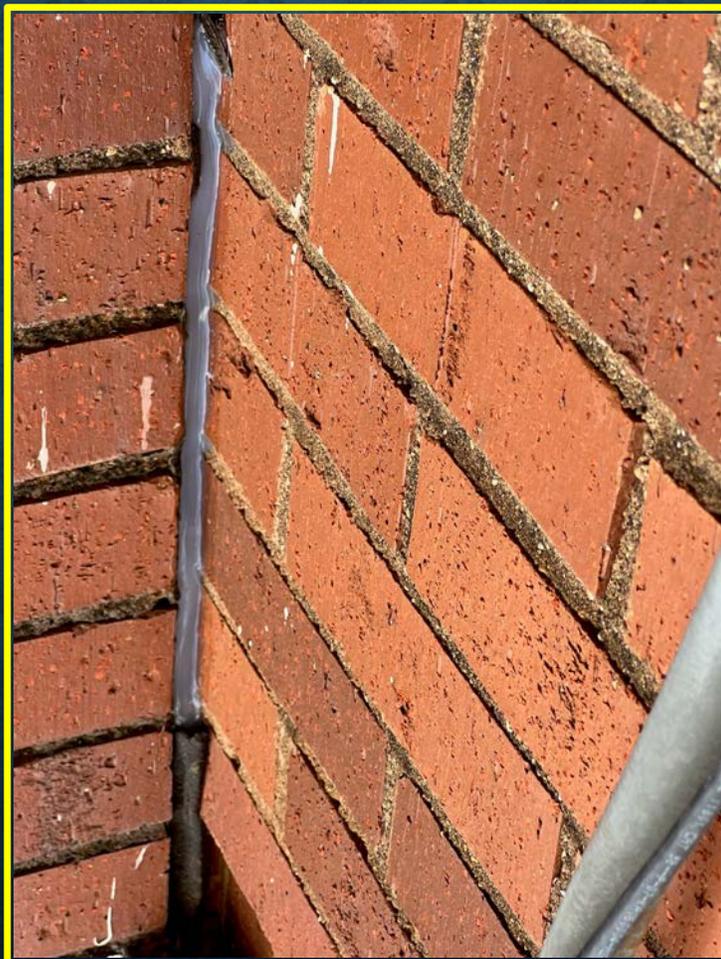
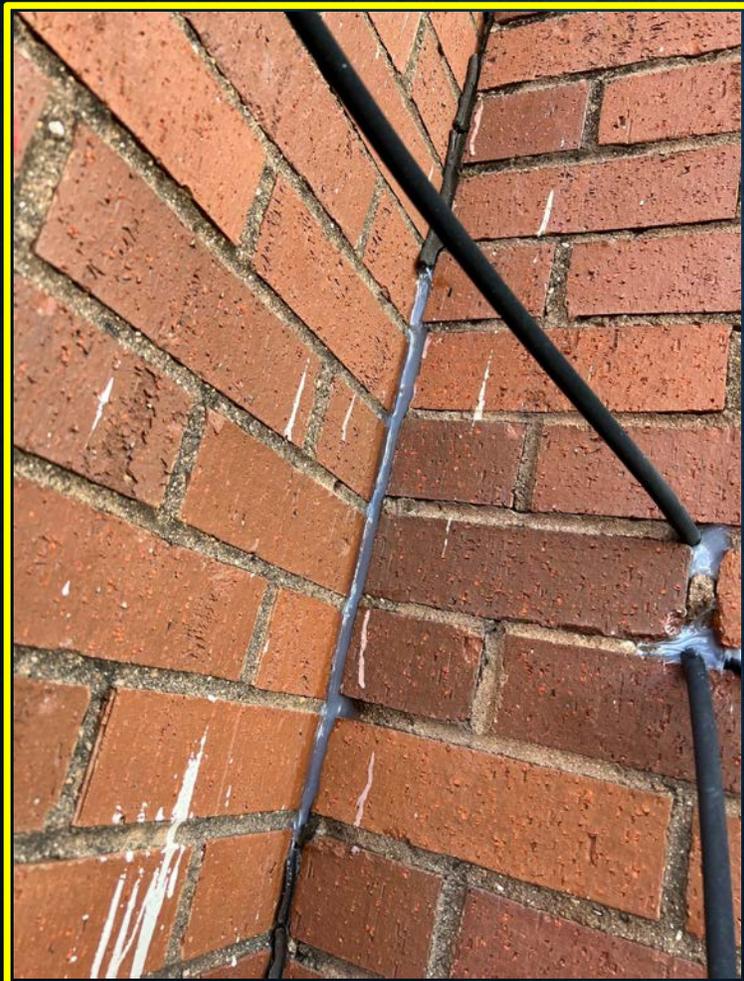
# IDENTIFIED ENTRY POINTS







# CORRECTIVE ACTION









# ACTION PLAN

- City will contract with vendor, American Rodent Control, to routinely inspect and correct any identified entry points.
- City will identify and implement an improved pest control program to ensure proper and timely pest control.
- Due to identified risk of air-borne contaminants, rodent effects in the ceiling space will be cleaned and removed. City will contract with vendor to clean affected area and replace all ceiling tiles/materials.
- Three air conditioning units at City Hall are scheduled for replacement.

## *Consent Session Agenda Item: 1*

**Meeting Date:** December 20, 2021

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for December 6, 2021.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for December 6, 2021.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

December 6, 2021 Work Session Meeting Minutes  
December 6, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
DECEMBER 6, 2021**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, December 6, 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 Arrived 6:36 p.m.
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 Shelby Percy, Finance Director Gail French, Water Utilities Director Chris Ryan, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

- 1. Consider approving City Council Meeting minutes for November 15, 2021 (City Secretary)**

*No Questions.*

- 2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with GG Texas, LLC, in substantially the form of the agreement attached as Exhibit "1"; and providing an effective date (City Manager)**

*City Manager Stallings explained this Resolution approves the City of Seagoville, Texas authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with GG Texas, LLC. He also explained the business is a hydroponic greenhouse.*

*City Manager Stallings stated Item #3 will be presented during Regular Session.*

- 4. Discuss and consider approving a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)**

*City Secretary Jackson stated in September 2021 Dallas Central Appraisal District contacted the participating cities requesting nominations for the fourth member to the Board of Directors. At that time, the City of Seagoville nominated Michael Hurtt. She also stated Dallas Central Appraisal District has contact the participating cities again to cast a final vote of the nominations from September 2021.*

*City Manager Stallings stated Item #5 and Item #6 will be presented during Regular Session.*

- 7. Appoint City Councilmembers to serve on the Finance Committee (Finance Director)**

*Finance Director French stated each year City Council appoints two (2) Councilmembers to serve on the Finance Committee and it is time to reappoint Councilmembers. She stated currently Councilmember Howard and Councilmember Hernandez are serving on the Finance Committee.*

- 8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing and ratifying the City Manager's action approving the purchase of and purchasing a 2021 Ford F-550 crew cab utility vehicle for an amount not to exceed Fifty-Six Thousand Ten Dollars and Thirty-Five Cents (\$56,010.35) from Rush Truck Center; authorizing and ratifying the City Manager's execution of any and all necessary documents and disbursement of the funds for said purchase; and providing an effective date (Public Works Director)**

*Public Works Director Ryan stated this Resolution approves and ratifies the City Manager's action approving the purchase of and purchasing a 2021 Ford F-550 crew cab utility vehicle for an amount not to exceed Fifty-Six Thousand Ten Dollars and Thirty-Five Cents (\$56,010.35) from Rush Truck Center.*

- 9. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of four (4) 2022 Ford 150 double cab trucks in a total purchase amount not to exceed One Hundred Sixty Eight Thousand Five Hundred Sixty Dollars and Sixty Five Cents (\$168,560.65) from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date (Public Works Director)**

*Public Works Director Ryan stated this Resolution authorizes the purchase of four (4) 2022 Ford 150 double cab trucks in a total purchase amount not to exceed One Hundred Sixty Eight Thousand Five Hundred Sixty Dollars and Sixty Five Cents (\$168,560.65) from Rush Truck Center.*

- 10. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a task order basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "A" attached thereto, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)**

*Public Works Director Ryan stated this Resolution approves an agreement for Professional Engineering Services on a task order basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "A" attached thereto, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000).*

- 11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed One Hundred Thirty Five Thousand Eight Hundred Eighty Four Dollars and Zero Cents (\$135,884.00) as set forth in Exhibit "A", attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)**

*Public Works Director Ryan stated this Resolution authorizes Anderson Asphalt & Concrete Paving to provide asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed One Hundred Thirty Five Thousand Eight Hundred Eighty Four Dollars and Zero Cents (\$135,884.00).*

- 12. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and the Retail Coach in substantially the form as attached hereto as Exhibit "1", including Exhibit "A" thereto, for the purposes of providing assistance in retail recruitment and development strategy for a term of one year and for compensation in an amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

*City Manager Stallings stated this Resolution ratifies and approves the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and the Retail Coach in substantially the form as attached hereto as Exhibit "1", including Exhibit "A" thereto, for the purposes of providing assistance in retail recruitment and development strategy for a term of one year and for compensation in an amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00).*

**13. Discuss and consider approving additional holiday(s) for Christmas/New Year (Councilmember Hernandez)**

*Councilmember Hernandez stated he requested this item to allow for Staff to have one additional day for the Christmas holiday and one additional day for the New Year holiday for this year only. He suggested the additional days to be the Monday after the Christmas holiday and the Monday after the New Year holiday.*

**14. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Lease Agreement and a Maintenance Agreement with Toshiba America Business Solutions, Inc., d/b/a Toshiba Financial Services, for copiers; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Library Director)**

*Director of Administrative Services Brown stated this Resolution approves and authorizes the City Manager to execute a Lease Agreement and a Maintenance Agreement with Toshiba America Business Solutions, Inc., d/b/a Toshiba Financial Services, for copiers. She also stated this will allow us to purchase a new copier for the Customer Service Department before the rate increase at the beginning of the New Year.*

**B. Update concerning City Projects**

*Public Works Director Ryan provided pictures and an update concerning City Projects.*

**Adjourned at 7:00 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
DECEMBER 6, 2021**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:05 p.m. on Monday, December 6, 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, Public Works Director Chris Ryan, City Attorney Shelby Pearcy, Finance Director Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Councilmember Magill.*

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

**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 November 15, 2021 (City Secretary)**

*Motion to approve City Council Meeting minutes for November 15, 2021 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with GG Texas, LLC, in substantially the form of the agreement attached as Exhibit “1”; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with GG Texas, LLC, in substantially the form of the agreement attached as Exhibit “1”; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**3. Conduct interviews with Boards & Commissions Applicants for appointment (City Secretary)**

*City Secretary Jackson stated at this time Place Two (2) on the Planning & Zoning Commission is vacant and Ms. Shelley Sipriano has applied to fill that vacancy. She also stated in accordance with Ordinance No. 24-2019 Ms. Sipriano has passed the background investigation.*

*Motion to appoint Ms. Shelley Sipriano to Place Two (2) to the Planning & Zoning Commission – Epps, seconded by Magill; motion passed with all ayes. 5/0*

**4. Discuss and consider approving a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)**

*Motion to cast a vote for Mr. Michael Hurtt for the fourth member of the Board of Directors of the Dallas Central Appraisal District – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**5. Conduct a public hearing to amend the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store, to "LR-SUP-Amended" Local Retail with a Special Use Permit amended to provide for an additional Special Use Permit for prepackaged beverages, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as tracts L,M, and the East half of lot 2 in the Town & Country Shopping Center Revised, in the City of Seagoville, Texas (Community Development Director)**

*Mayor Childress opened the public hearing at 7:10 p.m.*

*Mr. Anas Naji stated would like to add prepackaged beverages to the tobacco store.*

*Community Development Director Barr stated this Ordinance provides a change in zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store, to "LR-SUP-Amended" Local Retail with a Special Use Permit amended to provide for an additional Special Use Permit for prepackaged beverages, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as tracts L,M, and the East half of lot 2 in the Town & Country Shopping Center Revised. He also stated the recommendations made by Staff.*

*Mayor Childress closed the public hearing at 7:11 p.m.*

**6. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store, to "LR-SUP-Amended" Local Retail with a Special Use Permit Amended to provide for an additional Special Use Permit for prepackaged beverages, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as tracts L,M, and the east half of Lot 2 in the Town & Country Shopping Center Revised, in the City of Seagoville, Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for 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)**

*Motion to table this item until City Ordinance requirements are met – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**7. Appoint City Councilmembers to serve on the Finance Committee (Finance Director)**

*Motion to appoint Councilmember Hernandez and Councilmember Howard to serve on the Finance Committee – Epps, seconded by Fruin; motion passed with all ayes. 5/0*

**8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing and ratifying the City Manager’s action approving the purchase of and purchasing a 2021 Ford F-550 crew cab utility vehicle for an amount not to exceed Fifty-Six Thousand Ten Dollars and Thirty-Five Cents (\$56,010.35) from Rush Truck Center; authorizing and ratifying the City Manager’s execution of any and all necessary documents and disbursement of the funds for said purchase; and providing an effective date (Public Works Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, authorizing and ratifying the City Manager’s action approving the purchase of and purchasing a 2021 Ford F-550 crew cab utility vehicle for an amount not to exceed Fifty-Six Thousand Ten Dollars and Thirty-Five Cents (\$56,010.35) from Rush Truck Center; authorizing and ratifying the City Manager’s execution of any and all necessary documents and disbursement of the funds for said purchase; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**9. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of four (4) 2022 Ford 150 double cab trucks in a total purchase amount not to exceed One Hundred Sixty Eight Thousand Five Hundred Sixty Dollars and Sixty Five Cents (\$168,560.65) from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date (Public Works Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase of four (4) 2022 Ford 150 double cab trucks in a total purchase amount not to exceed One Hundred Sixty Eight Thousand Five Hundred Sixty Dollars and Sixty Five Cents (\$168,560.65) from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0*

**10. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a task order basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "A" attached thereto, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a task order basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "A" attached thereto, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed One Hundred Thirty Five Thousand Eight Hundred Eighty Four Dollars and Zero Cents (\$135,884.00) as set forth in Exhibit “A”, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed One Hundred Thirty Five Thousand Eight Hundred Eighty Four Dollars and Zero Cents (\$135,884.00) as set forth in Exhibit “A”, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0*

**12. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and the Retail Coach in substantially the form as attached hereto as Exhibit “1”, including Exhibit “A” thereto, for the purposes of providing assistance in retail recruitment and development strategy for a term of one year and for compensation in an amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and the Retail Coach in substantially the form as attached hereto as Exhibit “1”, including Exhibit “A” thereto, for the purposes of providing assistance in retail recruitment and development strategy for a term of one year and for compensation in an amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 5/0*

**13. Discuss and consider approving additional holiday(s) for Christmas/New Year (Councilmember Hernandez)**

*Motion to approve the Monday after the Christmas holiday as an additional holiday and the Monday after the New Year holiday as an additional for all City Staff this year only – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**14. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Lease Agreement and a Maintenance Agreement with Toshiba America Business Solutions, Inc., d/b/a Toshiba Financial Services, for copiers; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Library Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Lease Agreement and a Maintenance Agreement with Toshiba America Business Solutions, Inc., d/b/a Toshiba Financial Services, for copiers; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 5/0*

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

*Councilmember Epps stated he appreciates all of the Christmas decorations, Staff's hard work, and hope everyone has a good holiday.*

*Councilmember Magill stated the Tree Lighting Ceremony went great.*

*Councilmember Howard stated he hope everyone enjoys the holidays.*

*Councilmember Hernandez stated he likes what he sees moving forward and he appreciates it.*

**16. 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.

*None.*

**17. Recessed into Executive Session at 7:23 p.m.**

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

**A. § 551.071. Consultation with City Attorney: receive legal advice related the City of Seagoville obtaining Simonds Lake Park**

**18. Reconvened into Regular Session at 7:41 p.m.**

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

**A. § 551.071. Consultation with City Attorney: receive legal advice related the City of Seagoville obtaining Simonds Lake Park**

*No action taken.*

**Adjourned at 7:41 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

## ***Regular Session Agenda Item: 2***

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

Conduct a public hearing to 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 Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use including Single Family, Multi-Family and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788± acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts.

### **BACKGROUND OF ISSUE:**

This planned development for mixed uses, in conjunction with the Santorini Development Agreement, sets forth the development standards and regulations for this property.

On or about September 30, 2021 Planning & Zoning Commission unanimously voted to approve the requested zone change with conditions as set forth in the proposed Ordinance.

### **FINANCIAL IMPACT:**

N/A

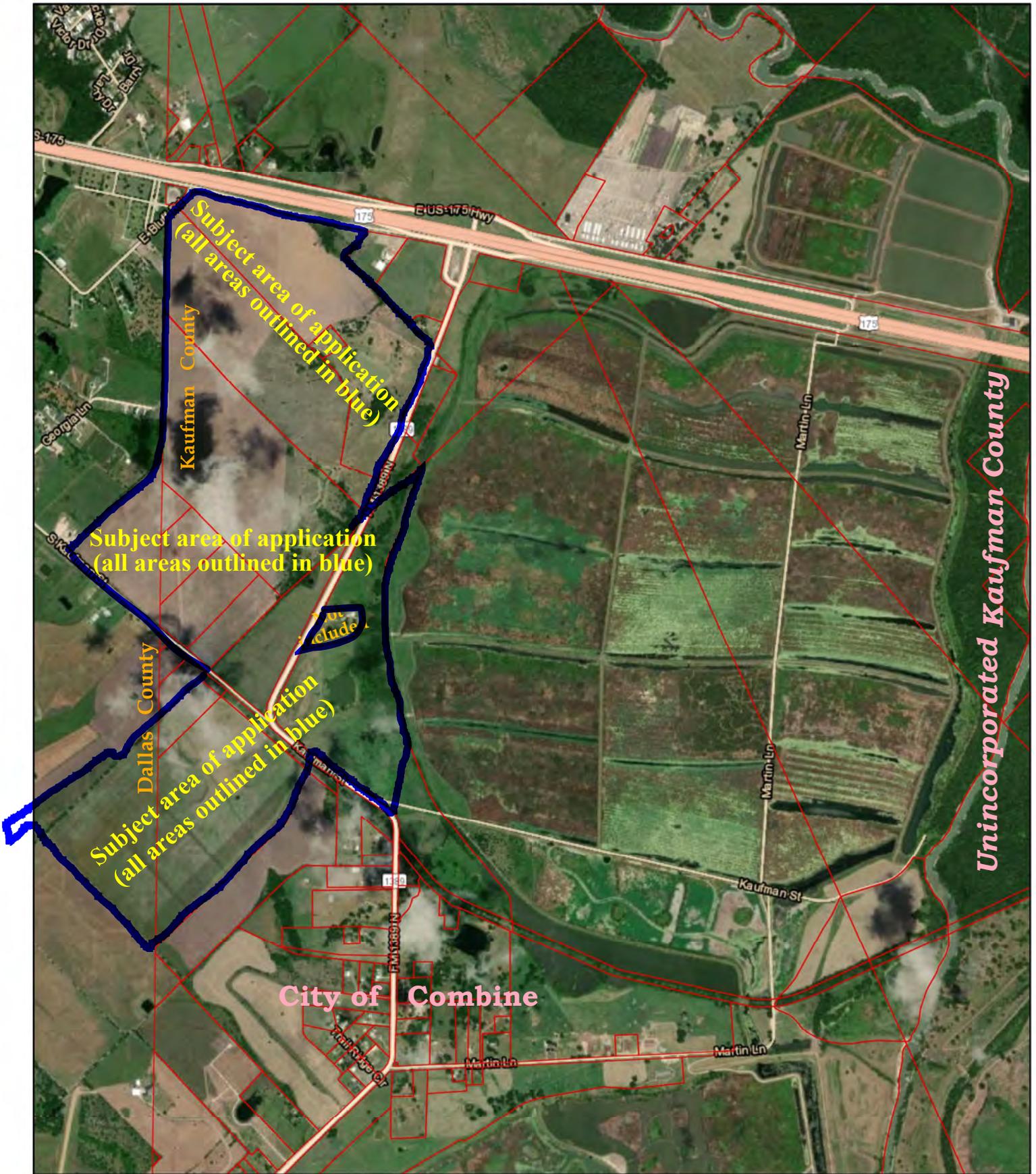
### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Planning & Zoning Supporting Documents

# Aerial Map - Santorini

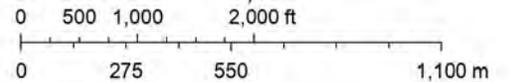


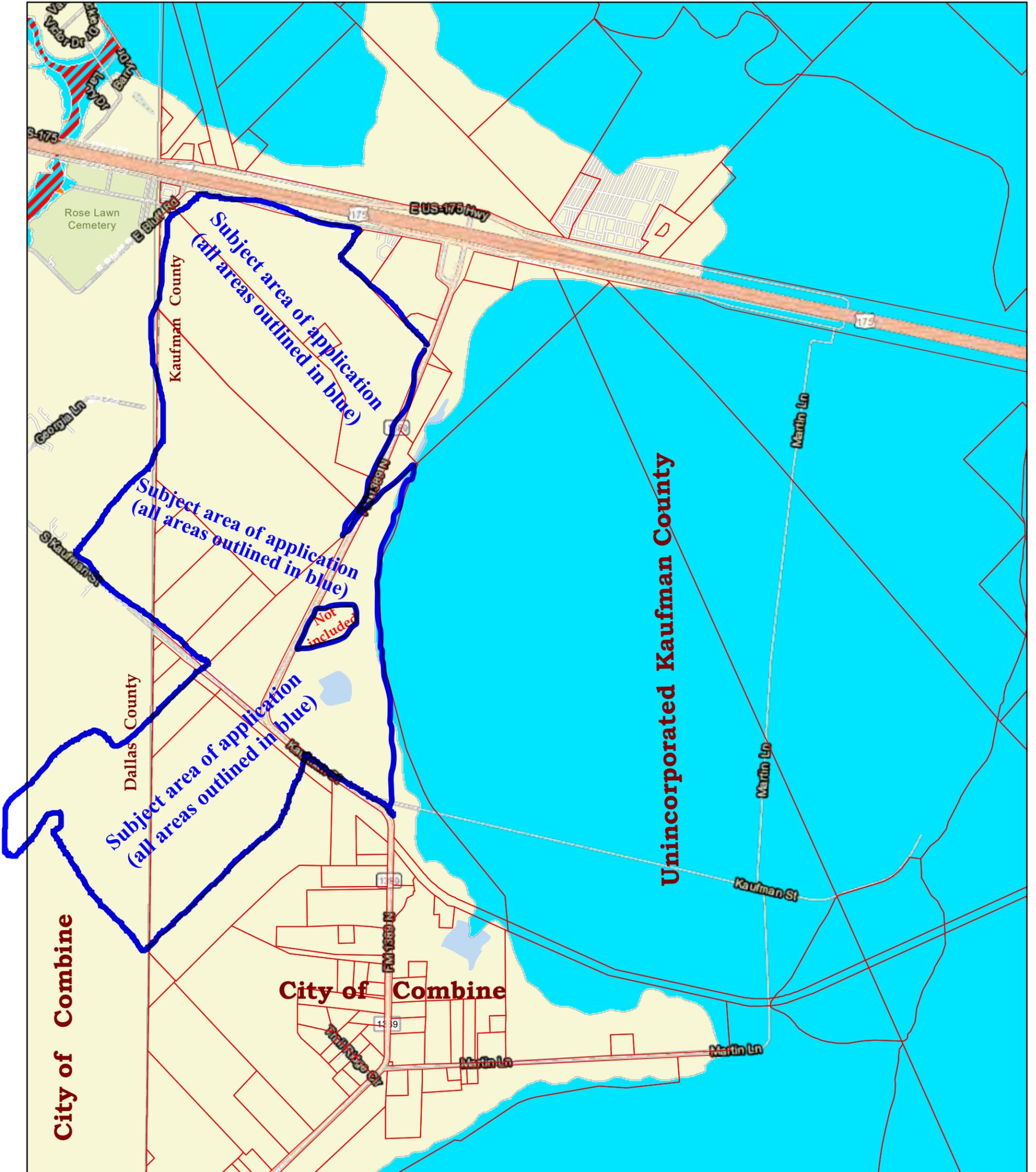
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World Transportation

Parcels

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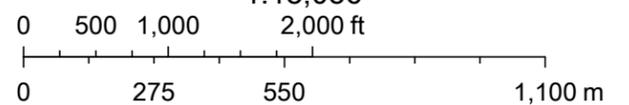




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World Transportation



Parcels

Flood Hazard Zones

- 1% Annual Chance Flood Hazard
- Regulatory Floodway
- Special Floodway
- Area of Undetermined Flood Hazard
- 0.2% Annual Chance Flood Hazard
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Risk Due to Levee

Flood Hazard Boundaries

- Other Boundaries
- Limit Lines
- SFHA / Flood Zone Boundary

Esri Community Maps Contributors, Texas Parks & Wildlife, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA  
Esri, HERE, iPC



# ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: \_\_\_\_\_ City Council: \_\_\_\_\_  
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): 1/6/21

**Application Type:**

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

Name of Subdivision or Project: Santorini

Physical Location of Property: Southwest Quadrant of Hwy 175 & FM 1389  
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):  
150.8, 333.3, 26.2 & 81.5 Acre Tracts - Surveyors Metes & Bounds in PD Package  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 591.8 Existing Zoning: A9 Requested Zoning: Planned Development  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Seagoville Laguna Azure, LLC Applicant or Owner (circle one)

Contact Person: Zach Ipour Title: Co-President

Company Name: Same as above

Street/Mailing Address: 2101 Cedar Springs #700 City: Dallas State: Tx Zip: 75201

Phone: (414) 536-1362 Fax: ( ) Email Address: Zach@Megatelhomes.com

Engineer / Applicant Representative's Name: USA Professional Services Group, Inc.

Contact Person: David Schurbusch, PE Title: President-CEO-Chairman

Company Name: Same as above

Street/Mailing Address: 1525 Viceroy Drive City: Dallas State: Tx Zip: 75235

Phone: (214) 882-3198 Fax: ( ) Email Address: dachschurbusche@usaengineers.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.

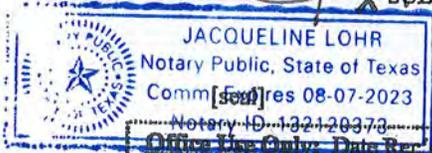
**Notice of Public Records.** The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated 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.

X Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

X SUBSCRIBED AND SWORN TO before me, this the 7 day of July, 2021.  
[Month] [Year]

Notary Public in and for the State of Texas: Jacqueline Lohr  
My Commission Expires On: 08-07-2023



Office Use Only: Date Rec'd: \_\_\_\_\_ Fees Paid: \$ \_\_\_\_\_ Check #: \_\_\_\_\_ Receipt #: \_\_\_\_\_  
Zoning Case # \_\_\_\_\_ Accepted By: \_\_\_\_\_ Official Submittal Date: \_\_\_\_\_

**PARENT TRACT OF OVERALL PD**

**FIELD NOTES "A" – 150.805 Acres**

BEING a 150.805 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, and the P. Stockman Survey, Abstract No. 445 Kaufman County Texas, being all of a called 150.802 acre tract described in deed to The 160 MC Squared LP, recorded in Volume 2447, Page 115 Deed Records Kaufman County, Texas {D.R.K.C.T.} and Instrument No. 200412505261 of the Deed Property Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at a southwest corner of said 150.802 acre tract and the easterly right of way-line of Combine Road and being the northwest corner of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded Volume 2000035, Page 3265, O.R.D.C.T.;

THENCE North 13 Degrees 06 Minutes 52 Seconds West, along the easterly line of said Combine Road and a west line of said 150.802 acre tract, a distance of 383.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said 150.802 acre tract and the southwest corner of a called 10.2009 acre tract of land, described in deed to James L. Miller, recorded in Volume 1769, Page 5, D.R.K.C.T., from which a 3/8" iron rod found bears North 13 Degrees 06 Minutes 52 Seconds West, a distance of 380.06 feet;

THENCE North 57 Degrees 39 Minutes 29 Seconds East, departing the easterly line of said Combine Road, along the south line of said 10.2009 acre tract and the north line of said 150.802 acre tract, a distance of 1245.80 feet to a 3/8" iron rod found for corner;

THENCE North 45 Degrees 20 Minutes 32 Seconds East, along said common line, a distance of 525.86 feet to a 3/8" iron rod found for the southeast corner of said 10.2009 acre tract and northeast corner of said 150.802 acre tract and the westerly line of called 10.3573 acre tract of land described in deed to James L. Miller;

THENCE South 50 Degrees 55 Minutes 44 Seconds East, along said common line, a distance of 200.05 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

THENCE North 44 Degrees 12 Minutes 06 Seconds East, with the southerly line of said 10.3573, a distance of 1509.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northern most corner of said 150.802 acre tract, and being located in the southerly line of Kaufman Street;

THENCE South 50 Degrees 55 Minutes 38 Seconds East, with the southerly line of said Kaufman Street, and the northerly line of said 150.802 acre tract, a distance 1743.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast for of said 150.802 acre tract and the northwest corner of a called 40.862 acre tract described in deed to Kala R. Dharma, recorded in Volume 1876, Page. 25 D.R.D.C.T., from which a 3/8" iron rod found bears South 53 Degrees 06 Minutes 55 Seconds East, a distance of 153.10 feet;

THENCE South 20 Degrees 45 Minutes 43 Seconds West, departing the southerly line of F.M. 1389, along the easterly line of said 150.802 acre tract and the westerly line of said 40.862 acre tract, a distance of 799.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 44 Degrees 26 Minutes 54 Seconds West, a distance of 2360.68 feet to a 3/8" iron rod found for the southeast corner of said 150.802 acre tract, and being located in the northerly line of a called 100 acre tract described in deed to Patsy Ruth Smith recorded in Document No. 201200182823 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

THENCE North 45 Degrees 29 Minutes 25 Seconds West, along the common line between said 100 acre tract a said 150.802 acre tract, a distance of 2045.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the easterly line of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded in Volume 2000035, Page 3265, D.R.D.C.T.;

THENCE North 44 Degrees 13 Minutes 15 Seconds East, along the common line between said 150.802 acre tract and said Rodriguez tract a distance of 144.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 45 Degrees 32 Minutes 25 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 175.11 feet to a **5/8"** iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 44 Degrees 15 Minutes 15 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 689.71 feet to the POINT OF BEGINNING and containing 6,569,050 square feet or 150.805 acres of land more or less.

**FIELD NOTES "B" – 333.291 Acres**

BEING a 333.291 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, John D. Merchant Survey, Abstract No. 310 and the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, being all of Tract One, described in deed to MCM Kaufman Land Partners LP., recorded in Volume 2195, Page 199, Deed Records Kaufman County, Texas {D.R.K.C.T.}, and being more particularly described as follows:

BEGINNING at a point for the west corner of said Tract One in the northerly right of way-line of Kaufman Street and the southeast corner of a called 13.988 acre tract described in deed to Ricky 8. and Nova M. Kirby, recorded in Volume 2002083, Page 3372, Deed Records Dallas County, Texas (D.R.D.C.T.), from which a 1" iron pipe found bears North 4S Degrees 40 Minutes 43 Seconds East, a distance of 1.50 feet;

THENCE North 45 Degrees 40 Minutes 43 Seconds East, departing the right-of-way of said Kaufman Street along the common line between said Tract ,One and said 13.988 acre tract, a distance of 1632.87 feet to a 3/8" iron rod found for the northwest corner of said 383.295 acre tract, and being located in the southerly line of a called 2.985 acre tract of land described in deed to Luis E. Marquez and Maria Carolina Gramillo, recorded in Doc. No. 201100319866, Official Public records Dallas County, Texas, (O.P.R.D.C.T.);

THENCE North 00 Degrees 04 Minutes 58 Seconds East, along the east line of said 9.985 acre tract and the west line of said Tract One a distance of 1101.02 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

THENCE North 00 Degrees 09 Minutes 18 Seconds West, along the west line of said Tract One, at a distance of 1191.15 feet passing a 3/8" iron rod found for the northeast corner a called 2.980 acre tract of land described in deed to Jerry Lane and Lanell Cheek, recorded in Volume 84160, Page 3578, D.R.D.C.T., and continuing for a total distance of 1992.69 feet to point in the centerline of East Bluff Drive;

THENCE North 45 Degrees 41 Minutes 45 Seconds East, along the centerline of East Bluff Drive, a distance of 390.76 feet to a point for corner in the southerly right-of-way line of U.S. Highway No 175;

THENCE along the northerly line of said Tract One and the southerly right-of-way line of U.S. Highway No 175, the following courses:

North 71 Degrees 02 Minutes 57 Seconds East, a distance of 50.80 feet to a concrete monument found for corner;

North 76 Degrees 03 Minutes 46 Seconds East, a distance of 89.06 feet to a concrete monument found for corner;

South 80 Degrees 43 Minutes 50 Seconds East, a distance of 234.89 feet to a concrete monument found for corner;

South 76 Degrees 05 Minutes 02 Seconds East, a distance of 920.20 feet to a concrete monument found for corner;

South 79 Degrees 04 Minutes 13 Seconds East, a distance of 800.72 feet to a concrete monument found for corner;

South 82 Degrees 04 Minutes 48 Seconds East, a distance of 399.84 feet to 1/2" iron rod found for a northeast corner of said Tract One and the northwest corner of a called 6.0062 acre tract, described in deed to The Rock Church, Inc., recorded in Volume 725, Page 486, D.R.K.C.T.;

THENCE South 44 Degrees 20 Minutes 26 Seconds West, departing the southerly right-of-way line of U.S. Highway No 175, along the west line of said 6.0062 acre tract, a distance of 547.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 45 Degrees 33 Minutes 45 Seconds East, along the south line of said 6.0062 acre tract and the north line of said Tract One, a distance of 1492.92 feet 3/8" iron rod found for the southeast corner of a called 1.61 acre tract, described in deed to Kenneth Michael and Starr Hopkins, recorded in Volume 2242, Page 42, D.R.K.C.T., and the westerly right-of-way line of F.M. Road No 1389;

THENCE South 20 Degrees 15 Minutes 38 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 1928.31 feet to a 1/2" iron rod with cap Stamped "RPLS #5244" found at the beginning of a tangent curve to the right;

THENCE Southwesterly, along said tangent curve to the right having a central angle of 06 Degrees 00 Minutes 10 Seconds, a radius of 2814.61 feet, an arc distance of 294.88 feet and a chord bearing and distance of South 23 Degrees 29 Minutes 08 Seconds West, 294.74 feet to a 1/2" iron rod with cap Stamped "RPLS #5244" found for corner;

THENCE South 26 Degrees 35 Minutes 34 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 167.95 feet to a 3/8" iron rod found for corner;

THENCE South 44 Degrees 41 Minutes 05 Seconds West, departing the westerly right-of-way line of F.M. Road No 1389, along the southeasterly line of said Tract One and the northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 563.18 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southeast corner of a called 9.017 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 340, D.R.K.C.T.;

THENCE North 00 Degrees 30 Minutes 57 Seconds West, along the common line between said Tract One and said 9.017 acre tract a distance of 81.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 14 Degrees 09 Minutes 54 Seconds West, passing a point for the northeast corner of said

9.017 acre tract, said point also being the southeast corner of a called 11.304 acre tract, described in deed to Texas Power & light Company, recorded in Volume 470, Page 342, D.R.K.C.T., at a distance of 1145.15 feet, continuing on for a total distance of 3106.44 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast corner of said 11.304 acre tract;

THENCE North 45 Degrees 33 Minutes 31 Seconds West, along the common line between said Tract One and said 11.304 acre tract a distance of 479.93 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said 11.304 acre tract;

THENCE South 14 Degrees 09 Minutes 54 Seconds East, passing a point for the southwest corner of said 11.304 acre tract, said point also being the northwest corner of said 9.017 acre tract at a distance of 1946.13 feet, continuing on for a total distance of 3486.19 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 00 Degrees 30 Minutes 57 Seconds East, along the common line between said Tract One and said 9.017 acre tract, a distance of 300.10 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southwest corner of said 9.017 acre tract;

THENCE South 44 Degrees 41 Minutes 05 Seconds West, along the southeasterly line of said Tract One and the northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 505.82 feet to a 3/8" iron rod found for corner;

THENCE South 44 Degrees 03 Minutes 25 Seconds West, along said common line, a distance of 1258.47 feet to a **5/8"** iron rod with cap stamped "Jones Carter" set for the most southerly corner of said Tract One and being located in the northerly right-of-way line of Kaufman Street;

THENCE along the southerly line of said Tract One and the northerly right-of-way line of Kaufman Street, the following courses:

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 830.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 33 Minutes 57 Seconds West, a distance of 12.99 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 1531.97 feet to the POINT OF BEGINNING and containing 14,518,138 square feet or 333.291 acres of land more or less.

**FIELD NOTES "C" – 26.215 Acres**

BEING a 26.215 acre tract of land situated in John the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, part of a tract described in deed to Wetlands Management LP., recorded in Volume 2476, Page 377, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" found for the west corner of said Wetlands Management tract, and being the southerly corner of Tract One, described in deed to MCM Kaufman Land Partners LP., recorded in Volume 2195, Page 199, O.R.K.C.T., also being in the northerly Right-of-Way-line of Kaufman Street;

THENCE North 44 Degrees 03 Minutes 25 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1258.47 feet to a 3/8" iron rod found for corner;

THENCE North 44 Degrees 41 Minutes 05 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1421.33 feet to a 3/8" iron rod found for corner in the westerly Right-of-Way line of F.M. Road No 1389 (90' Right-of-Way);

THENCE South 26 Degrees 28 Minutes 42 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, a distance of 2518.55 feet to a 5/8" iron rod with cap stamped "Jones carter" found for the beginning of a tangent curve to the left;

THENCE Southwesterly, along said tangent curve to the left having a central angle of 40 Degrees 00 Minutes 17 Seconds, a radius of 364.81 feet, an arc distance of 254.72 feet and a chord bearing and distance of South 06 Degrees 29 Minutes 00 Seconds West, 249.58 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the northerly Right-of-Way line of Kaufman Street;

THENCE North 50 Degrees 55 Minutes 38 Seconds West, along the northerly right-of-way line of Kaufman Street, a distance of 931.92 feet to the POINT OF BEGINNING and containing 1,141,940 square feet or 26.215 acres of land more or less.

**FIELD NOTES "D" – 81.467 Acres**

BEING a 81.467-acre tract of land situated in the Peter Stockman Survey No. 57, Abstract No. 445, Kaufman County, Texas; being all of that certain Tract 2 called to contain 81.467 acres to Mabrey & Partners, LLC as described in a Special Warranty Deed in Document No. 2021-0002017 of the Real Property Records of Kaufman County, and being a portion of that certain tract of land as described in a Special Warranty Deed to Wetlands Management, LP in Volume 2476, Page 377 and, further referenced as being a portion of Tract 1 called to contain 1682.50 acres to Caroline Hunt Trust Estate as described in Volume 430, Page 465 of the Deed Records of Kaufman County, Texas; said 81.467 acres being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, North Central Zone, 4202:

BEGINNING at a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found on a Western line of the Second Tract called to contain 2,314.1631 acres in a Special Warranty Deed & Grant & Reservation of Easements to North Texas Municipal Water District in Volume 5314, Page 79 (Instrument No. 2017-0005060) of the Deed Records of Kaufman County, Texas, the southeastern corner of said Tract 2 - 81.467 acres, the Northeastern corner of Tract 1 called to contain 98.758 acres in a General Warranty Deed to Wetland Farm, LLC in Volume 6404, Page 305 of the Deed Records of Kaufman County, Texas, for the Southeastern corner of this herein described tract, from which a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of said Tract 1, a corner of the said 2,314.1631 acre tract, bears with a curve to the left having a Delta angle of 11° 4'05", a Radius of 1030.00 feet, an Arc length of 22.20 feet with the Chord of the curve South 39°53'23" East a distance of 22.20 feet;

THENCE North 78°13'15" West a distance of 907.33 feet along the Northernmost line of the said Tract 1 - 98.758 acres, the southern line of said Tract 2 - 81.467 acres to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 98.758-acre tract, a corner of said Tract 2, for a corner of this herein described tract;

THENCE South 32°44'27" West a distance of 17.74 feet continuing along a line of the said Tract 1 - 98.758 acres, a line of said Tract 2 - 81.467 acres to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Northeastern line of Farm to Market Road No. 1389 (90' right-of-way) for a corner of the said 98.758-acre tract, a corner of said Tract 2, for a corner of this herein described tract;

THENCE North 57°11'22" West a distance of 650.26 feet along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Tract 2 - 81.467 acres, a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

THENCE Continuing along a Northeastern line of said Farm to Market Road No. 1389, a curve to the right having a Delta angle of 6°16'00", a Radius of 2819.76 feet, an Arc length of 308.41 feet with the Chord of the curve North 54°03'22" West a distance of 308.25 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the said Tract 2 - 81.467 acres, for a corner of this herein described tract;

THENCE North 50°55'22" West a distance of 452.08 feet continuing along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of said Tract 2 - 81.467 acres, for a corner of this herein described tract;

THENCE Continuing a Northeastern line of said Farm to Market Road No. 1389, with a curve to the right having a Delta angle of 77°15'00", a Radius of 273.31 feet, an Arc length of 368.50 feet with the Chord of curve North 12°17'52" West a distance of 341.21 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of said Tract 2 - 81.467 acres, for a corner of this herein described tract;

THENCE North 26°19'38" East a distance of 737.75 feet along the Southeastern line of said Farm to Market Road No. 1389, a line of said Tract 2 - 81.467 acres to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract, on an occupational Southern fence line reported to be in the same location for 57 years for the Victor W. York tract not conforming to the called 3.343 acres as described in Volume 3492, Page 270 of the Deed Records of Kaufman County, Texas, from which a fence corner found bears South 77°52

'30 " West a distance of 2.46 feet;

THENCE Along the said Occupational fence line as follows:

North 77°52'30" East a distance of 232.35 feet to a fence corner found;

North 71°57'40" East a distance of 434.71 feet to a fence corner found;

North 27°46'11" East a distance of 279.47 feet to a fence corner found;

North 18°35'36" West a distance of 141.50 feet to a fence corner found;

THENCE South 83°26'09" West a distance of 476.17 feet continuing with the said occupational fence line, line of said Tract 2 - 81.467 acres to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Southeastern line of said Farm to Market Road No. 1389, for a corner of this herein described tract ;

THENCE North 26°19'38" East a distance of 1099.75 feet continuing along the Southeastern line of said Farm to Market Road No. 1389, a line of said Tract 2 - 81.467 acres to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

THENCE North 26°17'38" East a distance of 279.44 feet continuing along the Southeastern line of said Farm to Market Road No. 1389, a line of said Tract 2 - 81.467 acres to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

THENCE Continuing along the Southeastern line of said Farm to Market Road No. 1389, with a curve to the left having a Delta angle of 2°04'27", a Radius of 2909.79 feet, an Arc length of 105.34 feet with the Chord of curve North 25°15'25" East a distance of 105.33 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for the Southern corner of Tract 2 called to contain 3.1682 acres to The Board of Regents of the University of Texas as described in Volume 3824, Page 100 of the Deed Records of Kaufman County, Texas, from which a 1/2-inch iron rod found for a corner of said Farm to Market Road No. 1389, a corner of the said 3.1682 acre tract bears with a curve to the left having a Delta angle of 3°55'33", a Radius of 2909.79 feet, and Arc length of 199.37 feet with the Chord of the curve North 22°15'25" East a distance of 199.33 feet;

THENCE North 44°40'21" East a distance of 796.06 feet along the Southeastern line of the said 3.1682 acre tract, a line of said Tract 2 - 81.467 acres to a calculated point in water for the Northeastern corner of the said 3.1682 acre tract, on a line of the said Second Tract called to contain 2,314.1631 acres of land to North Texas Municipal Water District as described in a Special Warranty Deed & Grant & Reservation of Easements in Volume 5314, Page 79 (Instrument No. 2017-0008060) of the Deed Records of Kaufman County, Texas, for the Northernmost corner of this herein described tract, from which a 1/2-inch iron rod with yellow plastic cap found on the Southeastern line of said Farm to Market Road No. 1389 for the Northwestern corner of the said 3.1682 acre tract, the Southwestern corner of Tract 1 called to contain 6.8279 acres as described in said Volume 3824, Page 100 bears North 45°36'53" West at 39.69 feet pass a found 5/8-inch iron rod disturbed a distance in all of 352.46 feet;

THENCE South 45°35'53" East a distance of 41.65 feet along a line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE South 23°42'59" West a distance of 257.26 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 9°53'44", a Radius of 1030.00 feet, an Arc length of 177.89 feet with the Chord of the curve South 18°46'07" West a distance of 177.67 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE South  $13^{\circ}49'16''$  West a distance of 355.17 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acres, for a corner of this herein described tract;

THENCE Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the right having a Delta angle of  $14^{\circ}17'42''$ , a Radius of 870.00 feet, an Arc length of 217.06 feet with the Chord of the curve South  $20^{\circ}58'07''$  West a distance of 216.50 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE South  $28^{\circ}06'57''$  West a distance of 87.52 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acres, for a corner of this herein described tract;

THENCE Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of  $32^{\circ}58'40''$ , a Radius of 930.00 feet, on Arc length of 535.28 feet with the Chord of the curve South  $11^{\circ}37'38''$  West a distance of 527.92 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE South  $04^{\circ}51'42''$  East a distance of 836.37 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

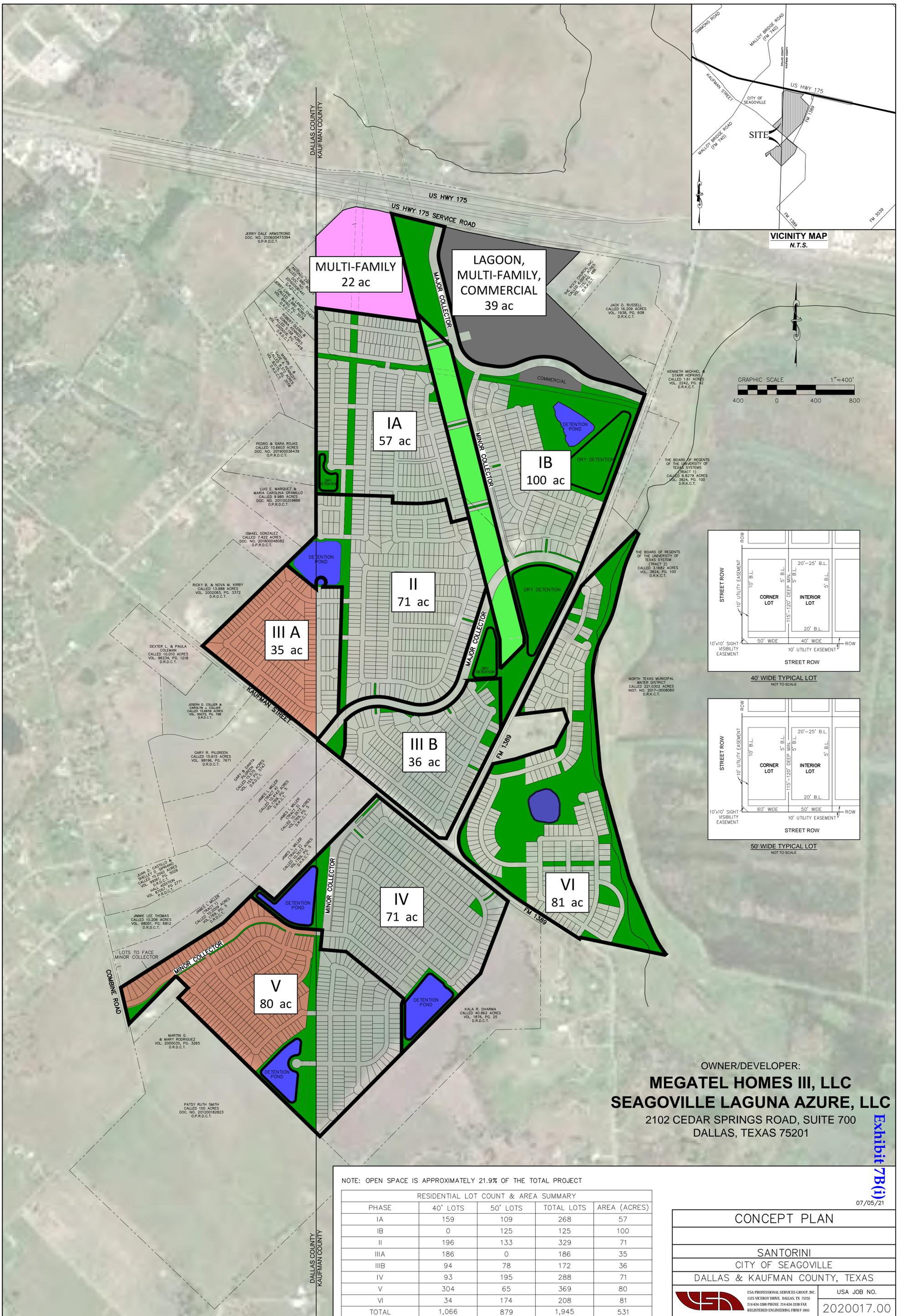
THENCE Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of  $10^{\circ}35'04''$ , a Radius of 1230.00 feet, an Arc length of 227.22 feet with the Chord of the curve South  $10^{\circ}08'46''$  East a distance of 226.90 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE South  $15^{\circ}26'17''$  East a distance of 968.76 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of  $7^{\circ}52'27''$ , a Radius of 530.00 feet, an Arc length of 72.84 feet with the Chord of the curve South  $19^{\circ}26'03''$  East a distance of 72.78 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE South  $23^{\circ}17'20''$  East a distance of 559.34 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of  $15^{\circ}56'15''$ , a Radius of 1030.00 feet, an Arc length of 286.51 feet with the Chord of the curve South  $31^{\circ}18'12''$  East a distance of 285.58 feet to the POINT OF BEGINNING and containing 81.467-acres of land.



OWNER/DEVELOPER:  
**MEGATEL HOMES III, LLC**  
**SEAGOVILLE LAGUNA AZURE, LLC**  
 2102 CEDAR SPRINGS ROAD, SUITE 700  
 DALLAS, TEXAS 75201

NOTE: OPEN SPACE IS APPROXIMATELY 21.9% OF THE TOTAL PROJECT

RESIDENTIAL LOT COUNT & AREA SUMMARY				
PHASE	40' LOTS	50' LOTS	TOTAL LOTS	AREA (ACRES)
IA	159	109	268	57
IB	0	125	125	100
II	196	133	329	71
IIIA	186	0	186	35
IIIB	94	78	172	36
IV	93	195	288	71
V	304	65	369	80
VI	34	174	208	81
TOTAL	1,066	879	1,945	531

CONCEPT PLAN

SANTORINI  
 CITY OF SEAGOVILLE  
 DALLAS & KAUFMAN COUNTY, TEXAS

USA PROFESSIONAL SERVICES GROUP, P.C.  
 155 VICTORY DRIVE, DALLAS, TX 75255  
 214-434-3300 PHONE 214-434-3338 FAX  
 REGISTERED ENGINEERING FIRM #1845

USA JOB NO.  
 2020017.00

Exhibit 7B(i)

07/05/21

P:\Sitemaps\2020017.00 - Santorini HomeSite Ridge PDDWG Concept Plan.dwg, 01\_7/16/2021 9:20:01 AM, Craig Smiley

# PLANNED DEVELOPMENT ZONING PACKAGE

FOR

## SANTORINI

AN APPROXIMATE 591.8 ACRE PROPERTY

LOCATED IN THE CITY OF SEAGOVILLE

DALLAS & KAUFMAN COUNTIES, TEXAS

PREPARED FOR



702 N. Highway 175 – Seagoville, Texas 75159

(972) 287-2050

OWNER/DEVELOPER:

Seagoville Laguna Azure, LLC



Mr. Zach Ipour – Co- President  
Seagoville Laguna Azure, LLC  
Megatel Homes, LLC  
2101 Cedar Springs Road, Suite 700  
Dallas, Texas 75201

Project Consultant:

Mr. Steve Lenart  
Lenart Development Company, LLC  
520 Central Parkway East, Suite 104  
Plano, Texas 75074  
(469) 446-3544

Engineer/Planner/Surveyor:



Mr. David M. Schnurbusch, PE – President  
USA Professional Services Group, Inc.  
1525 Viceroy Drive  
Dallas, Texas 75235  
(214) 882-3198

**EXHIBIT “A”**  
**DESCRIPTIONS OF THE PLANNED DEVELOPMENT PROPERTY**

Included herein are Field Notes for each of the Four Parent Tracts describing the Overall Property, being a 150.805 Acre, a 333.291 acre, a 26.215 Acre and an 81.467 Acre Tract defining the overall proposed Planned Development Area for a total of 591.8 Acres.

Also included herein, are ten (10) individual field note descriptions delineating the Multi-Family Tract, the Laguna/MF/Commercial Tract and each of the Single Family Lot phases being IA, IB, II, IIIA, IIIB, IV, VA, VB and VI to be used for the Zoning Categories.

**Overall PD Tract Field Notes Included:**

- A). 150.805 Acre Parcel
- B). 333.291 Acre Parcel
- C). 26.215 Acre Parcel
- D). 81.467 Acre Parcel

**Individual Zoning Category Field Notes Included:**

- 1). Multi-Family Tract Field Notes – 21.86 Acres
- 2). Laguna/MF/Commercial Tract Field Notes – 39.52 Acres
- 3). Phase IA Single Family Tract Field Notes – 57.00 Acres
- 4). Phase IB Single Family Tract Field Notes – 99.62 Acres
- 5). Phase II Single Family Tract Field Notes – 71.09 Acres
- 6). Phase IIIA Single Family Tract Field Notes – 34.54 Acres
- 7). Phase IIIB Single Family Tract Field Notes – 35.79 Acres
- 8). Phase IV Single Family Tract Field Notes – 71.08 Acres
- 9). Phase V Single Family Tract Field Notes – 79.73 Acres  
(VA = 52.13 Acres, VB = 27.60 Acres)
- 10). Phase VI Single Family Tract Field Notes – 81.47 Acres

**NOTE: The Single Family Tracts are based upon Phase Lines delineated on Concept Plan. It is understood that these Phase Lines will be revised once the actual subdivisions are Engineered and what Major Improvements and Open Spaces are to be included within each Phase.**

**EXHIBIT ‘B’**  
**PLANNED DEVELOPMENT CONDITIONS**

**DESCRIPTION**

This Planned Development is contained within four separate parent tracts of land being a 333.291 Acre tract, a 150.805 Acre tract, a 26.215 Acre Tract and a 81.467 Acre Tract. The total acreage contained within the overall Planned Development is 591.8 Acres. The 333.291 acre tract is located in the Southwest corner of Hwy 175 & FM 1389. The 150.805 acre tract is bounded by FM 1389, Kaufman Street & Combine Street. The 26.215 acre tract is located at the intersection of Kaufman Street and FM1389. The 81.467 Acre Tract is located along FM1389 and adjacent to the Sands Wetland Tract. The boundaries of this Overall Planned Development Zoning District are defined by the Field Notes as described and located in Exhibit ‘A’, attached herein. In addition, we have provided field notes for the Multi-Family Zoning Tract, the Laguna/MF/Commercial Zoning Tract and the Single Family Phases anticipated at this time. The Single Family Tracts are based upon Phase Lines delineated on the Concept Plan. It is understood that these Phase Lines will be revised once the actual subdivisions are Engineered and what Major Improvements and Open Spaces are to be proposed to be included within each Phase.

**PURPOSE AND INTENT**

The purpose of this Planned Development Zoning District is to provide a mixed use development and allow flexibility to the established minimum requirements in the underlying zoning districts described below. The intent is to provide a high quality development with a unique amenity as its centerpiece, being a Laguna. The Laguna has been shown in a Conceptual Exhibit and the final associated size and amenities will be determined with the Final Site Plan. The development will provide a Restaurant, Retail Components, Multi-purpose Clubhouse and related uses along with multiple housing products, all interconnected through trails, open spaces, and golf cart paths.

**GENERAL CONDITIONS**

This Planned Development shall conform to any and all applicable articles and sections of the City of Seagoville Zoning Ordinance (Chapter 25) and City of Seagoville Subdivision Ordinance, except as amended herein. The Base Zoning District for each area of the site is indicated in the table below. Development of these tracts shall conform to the stated special development, zoning and lot standards and conditions established herein within this Planned Development Ordinance.

<b>BASE ZONING DISTRICTS USED</b>
Multi-Family/Apt./Mixed Use/Local Retail/Commercial
Multi-Family/Apt.
R-5 Single-Family Residential
R-5 Single-Family Residential/Senior Option

**DEVELOPMENT ZONING CONDITIONS**

**Multi-Family/Apt./Mixed Use/Local Retail/Commercial (39.52 Acre Tract) (MF/MU/LR/C) with the following amendments:**

Permitted Uses (MU)	To include man-made Laguna (fee based) with size & accessory uses to be defined with the Final Site Plan, Multi-Family, Swimming Pool (private, membership, public), Offices (sales, rental, management, maintenance), short term rentals for Laguna guests, Hair Salon, Nail Salon, Spa/Massage, Service Kiosk, Sales Kiosk, Porter/Valet, Health Club/Fitness Center/Gym, Restaurant (indoor with outdoor patio seating, Fast-food, Private Club), Dog Park, Swim-up Bar, Coffee Shop/Café (indoor, outdoor, and kiosk), Retail, Temporary Parking Lot (gravel or asphalt) for limited approved time, Golf Cart Parking, Amusement (outdoor), Farmer’s Market, Park and/or Playground (private and public), Multi-Purpose Club House/Amenity Center, Bowling, Food Trucks, Operations Office, Screened Storage, and Screened Equipment for the Laguna and Signage. Any uses by right under the commercial and local retail zoning districts.
Laguna Definition	Laguna is defined, within this PD, as a man-made, reasonably large Body of Water (approx. 2 surface acres), allowing for Swimming and Water sports, and including Programmed Amenities with a Beach Atmosphere.
Layout (MF/MU//LR/C)	Required Site Plan will identify sizes, accessory uses, phases, specific building materials and building sizes, public & private parking requirements, and orientation of buildings and Laguna
Height Restriction (MU/MF/C/LR)	Five (5) stories, not to exceed eighty-five (85’) feet in height for Urban Garden Style Multi-Family Buildings with elevators. Parapets and Accent features shall be allowed increasing maximum height to ninety-three (93’) Feet. Three (3) stories, not to exceed fifty (50’) feet in height for Garden Style Multi- Family Buildings and Mixed Use/Commercial/Local Retail Buildings. Parapets and Accent features shall be allowed increasing maximum height to fifty- eight (58’) Feet.
Area/Minimum Lot Regulations (MF)	The lot area for the Urban Garden Style (5-story) Multi-Family portion of this Tract shall be four hundred fifty (450 sf) Square Feet per Dwelling Unit with a density of one hundred (100) Dwelling Units per gross acre. The lot area for the Garden Style (3-story) Multi-Family portion of this Tract shall be eight hundred (800 sf) Square Feet per Dwelling Unit with a density of forty- eight (48) Dwelling Units per gross acre. The minimum project size shall be three (2.5 ac) acres. The maximum number of Multi-Family Units in this Tract will be twelve- hundred (1,200). See overall open space within PD to fulfill requirement for this tract. Minimum front, exterior side and rear yards will be ten (10’) feet.

Area/Minimum Lot Regulations (MU/C/LR)	To allow flexibility due to unique layout and building requirements these regulations will be approved with the Final Site Plan. Minimum front, exterior side and rear yards will be ten (10') feet.
Maximum Lot Coverage (MU/MF/C/LR)	Eighty-five (85%) for main building slab, to be shown on and approved with Final Site Plan.
Parking Requirements (MF)	Minimum 1.35 Spaces per Dwelling Unit. Compact parking is permitted up to Ten (10%) Percent of required spaces. No enclosed parking spaces shall be required. A maximum of Five (5) Bicycle Racks shall be required.
Parking Requirements (MU/C/LR/Laguna)	The necessary parking will be based upon the number and size of the actual Laguna Venue uses, once final programming is completed, within this area. It is a combination of public, single-family residents, ride-share, and golf cart parking. This necessary parking will evolve over the build-out of the project, with the single-family residents not needing a large amount of parking over time. Once final uses are established for this Tract, parking ratio's based on usages can be established. This will be part of the final site plan approval.
Min Floor Area Per Dwelling Unit (MF)	Efficiency (500 SF) Square Feet minimum. One (1) Bedroom minimum unit size shall be Six Hundred (600 SF) Square Feet of living area. Two- or more bedroom unit - Eight hundred seventy-five (875) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two (e.g., three-bedroom unit must have 1,000 square feet, etc.). No minimum first floor building area is required. The ratios of each size will be shown on the Final Site Plan.
Landscape (MU/MF/C/LR/Laguna)	Refer to Preliminary Landscape and Screening Plan Exhibits
Usable Open Space Requirements (MU/MF/C/LR/Laguna)	See Below as defined for the entire planned development
Refuse Facilities (MU/MF/C/LR/Laguna)	No requirements apply if valet or trash pick-up is provided. If valet or trash pick-up is not provided, the refuse facility shall be located no more than Five Hundred (500') Feet from the building entrance measured along the designated pedestrian travel path. Refuse Facility Detail and location will be part of Final Site Plan, if used.
Building Length (MU/MF/C/LR/Laguna)	No restriction on Building Length. See Building/Fire Lane below.
Sidewalk (MU/MF/C/LR/Laguna)	Five (5') feet in all cases
Building/Fire Lane	

(MU/MF/C/LR/Lagoon)

All points of building to be within Two Hundred Fifty (250') Feet of dedicated Fire Lane or FDC (Fire Department Connection) internal to the site and shall meet Fire Code

**Multi-Family/Apt. Tract – 21.86 acres (MF/A) with the following amendments:**

**AREA REGULATIONS**

Layout

Required Final Site Plan will identify building materials and sizes, public & private parking requirements, and orientation of buildings

Height Restriction

Five (5) stories, not to exceed eighty-five (85') feet in height for Urban Garden Style Multi-Family Buildings with elevators. Parapets and Accent features shall be allowed increasing maximum height to ninety-three (93') Feet. Three (3) stories, not to exceed fifty (50') feet in height for Garden Style Multi-Family Building. Parapets and accent features shall be allowed increasing maximum height to Fifty-Eight (58') Feet.

Area/Minimum Lot Regulations

The lot area for the Urban Garden Style (5-story) Multi-Family portion of this Tract shall be four hundred fifty (450 sf) Square Feet per Dwelling Unit with a density of one hundred (100) Dwelling Units per gross acre. The lot area for the Garden Style (3-story) Multi-Family portion of this Tract shall be eight hundred (800 sf) Square Feet per Dwelling Unit with a density of forty-eight (48) Dwelling Units per gross acre. The minimum project size shall be three (2.5 ac) acres. The maximum number of Multi-Family Units in this Tract will be twelve-hundred (1,200). See overall open space within PD to fulfill requirement for this tract. Minimum front, exterior side and rear yards will be ten (10') feet.

Maximum Lot Coverage

Eighty-five (85%) Percent for main building slabs

Parking Requirements

Minimum 1.35 Spaces per Dwelling Unit. Compact parking is permitted up to Ten (10%) Percent of required spaces. No enclosed parking spaces shall be required. If utilized, carports may be metal framing with a shingle or metal roof. A maximum of Five (5) Bicycle Racks shall be required.

Min Floor Area Per Dwelling Unit

Efficiency (500 SF) Square Feet minimum. One (1) Bedroom minimum unit size shall be Six Hundred (600 SF) Square Feet of living area. Two- or more bedroom unit - Eight hundred seventy-five (875) square feet for the first two bedrooms, plus an additional one hundred twenty-five (125) square feet for every bedroom over two (e.g., three-bedroom unit must have 1,000 square feet, etc.). No minimum first floor building area is required.

Landscape

Refer to Preliminary Landscape and Screening Plan Exhibits

Usable Open Space Requirements

See Below as defined for the overall entire planned development

Refuse Facilities

No requirements apply if valet or trash pick-up is provided. If valet or trash pick-up is not provided, the refuse facility shall be located no more

than Five Hundred (500') Feet from the building entrance measured along the designated pedestrian travel path. Refuse Facility Detail and location will be part of Final Site Plan, if used.

Building Length	No restriction on Building Length. See Building/Fire Lane below.
Sidewalk	Sidewalks will be five (5') feet wide
Building/Fire Lane	All points of building to be within Two Hundred Fifty (250') Feet of dedicated Fire Lane or FDC (Fire Department Connection) internal to the site and shall meet Fire Code

**Single Family Tracts - Phases I thru VI Overall Combined – R-5 Single-Family Residential with the following amendments:**

**Note: The percentages, sizes, etc. are not setup to be met within each individual phase, but will be met in aggregate based on the total of all Phases**

**AREA REGULATIONS –**

Overall Max Lot Count	2,100 lots Max.
40-foot Product	Sixty (60%) percent or One Thousand two hundred sixty (1,260) lots
50-foot Product	Forty (40%) percent or eight hundred forty (840) lots
Minimum Lot Area (40-foot lots)	Four Thousand Six hundred (4,600 sf) Square Feet (Max. Forty (40%) of Overall Forty (40') foot Product or Five hundred and four (504) lots
(50-foot lots)	Four Thousand-Eight hundred (4,800 sf) Square Feet (Min. Eighty (60%) of Overall Forty (40') foot Product or Seven hundred and fifty-six (756) lots
	Five Thousand-seven hundred Fifty (5,750 sf) Square Feet (Max. Twenty (40%) of Overall Fifty (50') foot Product or Three hundred and thirty-six (336) lots
	Six Thousand (6,000sf) Square Feet (Min. Eighty (60%) of Overall Fifty (50') foot Product or Five Hundred and four (504) lots
Minimum Lot Width Typical	
(40-foot lots)	Forty (40') Feet Measured at Front Building Setback
(50-foot lots)	Fifty (50') Feet Measured at Front Building Setback
Minimum Lot Width at ROW (40 & 50 foot lots)	Thirty-Five (35') Feet Measured at ROW on Cul-de-Sacs, Knuckles, Eye-brows & Curves

Minimum Lot Depth Typical (40 & 50 foot lots) (4600 & 5750sf lots)	One Hundred fifteen (115') Feet
(40 & 50 foot lots) (4800 & 6000sf lots)	One Hundred twenty (120') Feet
Lot Depth Absolute (40 & 50 foot lots)	One Hundred and Fifteen (105') Feet (cul-de-sacs, knuckles, eyebrows and curves)
Minimum Front Yard (40 & 50 foot lots)	Twenty (20') Feet
Minimum Garage Door Face Setback (40 & 50 foot lots)	Twenty (20') Feet
Minimum Side Yard (40 & 50 foot lots)	Five (5') Feet for interior side yards, Ten (10') Feet on Corner Lots Street Side Only
Maximum Lot Coverage (40 & 50 foot lots)	Fifty Percent (50%) for Main House Slab
Minimum Floor Area per Dwelling Unit (40 & 50 foot lots)	A minimum of Sixteen-hundred (1,600 SF) Square Feet Air Conditioned Floor Area for a maximum of Twenty (20%) percent of the lots. A minimum of Seventeen-hundred (1,700 SF) Square Feet Air Conditioned Floor Area for a maximum of Eighty (80%) percent of the lots. For each two dwelling units built over Two-thousand (2,000 SF) Square Feet Air Conditioned Floor Area or larger, we are allowed to build one dwelling unit at Fifteen-hundred (1,500 SF) Square Foot Air Conditioned Floor Area or a maximum total of three hundred (300) Fifteen hundred (1500 SF) square foot Homes.

**Single Family Tracts – Phase IIIA and VA Only Senior Option will meet all other PD Single Family Conditions with the following exceptions– R-5 Single-Family Residential/Senior Option with the following amendments;**

**AREA REGULATIONS**

Minimum Lot Area	Forty-four Hundred (4,000 SF) Square Feet for All Lots
Minimum Lot Depth Typical	One Hundred Ten (105') Feet for All Lots
Minimum Lot Depth Absolute	One Hundred (100') Feet
Minimum Front Yard	Twenty (20') Feet
Minimum Floor Area per Dwelling Unit	A minimum of Twelve-hundred (1,200 SF) Square Feet Air Conditioned Floor Area for All Lots

**SPECIAL REQUIREMENTS:**

R-5 Single-Family Residential/Senior Option – Tracts IIIA & VA
--

Usable Open Space Requirements	See Below as defined for the entire planned development
Alleys	Each dwelling unit shall be front entry
Gated/secured entrances	Gated/secured entrances shall not be required
Sidewalks	No sidewalks shall be required, on side of streets, where streets are adjacent to proposed trails/golf cart paths. Residential sidewalks, where necessary, will be four (4') feet wide
Trails/Golf Cart Paths	Shall be allowed as necessary
Golf Cart Parking	Allowed within each residential driveway or in a separate congregated parking area.
Lot Landscape	Refer to Preliminary Landscape Plans

ADDITIONAL SPECIAL REQUIREMENTS:

Laguna/Multi-Family/Apt./Mixed Use/Local Retail/Commercial Tract
Multi-Family/Apt. Tract
R-5 Single-Family Residential – Tracts I thru VI
R-5 Single-Family Residential/Senior Option – Tracts IIIA & VA

Usable Open Space Requirements	The open space areas as shown on the overall Concept Plan shall be shared with all uses within the planned development. This open space shall fulfill the open space requirements for all uses within the planned development. No individual percentages of open space will be required on individual tracts.
Screening/Landscaping	Refer to Preliminary Landscaping/Screening Plan
Signage	<p>A comprehensive signage package shall be prepared for review and approval along with the site plan &amp; preliminary plat. The following shall be permitted as part as this signage package:</p> <ol style="list-style-type: none"> <li>1. Offsite premise signage is allowed throughout the PD.</li> <li>2. Wall signs shall not exceed One Hundred Twenty (120') Square Feet on the front façade and a maximum of Sixty (60') Square Feet if both sides of the wall are used.</li> <li>3. Building mounted blade signs shall not exceed One Hundred Twenty (120') Square Feet. Under canopy, blade signs shall not exceed Ten (10') Square Feet.</li> <li>4. Monumentation/Identification elements, wall murals or sculptures &amp; fountains shall not exceed forty (40') Feet in height and are allowed throughout the PD.</li> <li>5. CEVM signs are allowed and shall not exceed the size of wall signs.</li> <li>6. Site signage including sign letters are allowed to sit on top of walls.</li> <li>7. Signs on buildings may be placed up to a height of Fifty-five (55') Feet.</li> </ol>

8. Wayfinding signs shall be allowed on thoroughfare and collector streets and along golf cart paths/trails for directing traffic and visitors to their destinations.
9. Billboard signs are allowed to have a maximum usable/visible sign face of six hundred and seventy-two (672 sf) square feet, with a maximum height to the top of the sign face of sixty-four (64') feet. Vegas style, LED signs shall be allowed. Sign structure columns are allowed to be a maximum of seventy (70') feet in height

**ADDITIONAL PERMITTED USES –**

1. Sales and Leasing Offices shall be allowed during the development and marketing of all areas. Sales and Leasing Offices shall be removed when 100% of the single-family homes/lots have been sold. Sales and Leasing Offices will be permanent in the Laguna/MU/MF/LR/C & MF/A Tracts.
2. Temporary buildings (such as construction trailers) and incidental construction work shall be allowed during overall construction. Temporary buildings and incidental construction work shall be removed upon completion of each phase of the development.

**HOUSING STANDARDS**

- a. Single-family residential fencing, other than screening fences/walls, shall be built in accordance with the City's fence regulations, as amended. Fences shall be a minimum of six (6') Feet in height and a maximum of eight (8') Feet in height. Any private fence facing a public street shall have the board (i.e., finished) side of the fence located on the street side of the fence support structure.
- b. Roof Pitch - The roof pitch of the homes shall be 6:12 minimum, except over stoops or porches, where a 4:12 minimum is allowed
- c. Garage Doors: - Garage doors may face streets, but garage doors shall be set back a minimum of twenty (20') Feet from any street right-of-way line.
- d. Height Requirements - No single-family residential home shall exceed Thirty-six (36') Feet or 2½ stories in height.
- e. Mailboxes – Cluster units of mailboxes shall be provided for the development if required or preferred by the United States Postal Service.

**DEVELOPMENT STANDARDS**

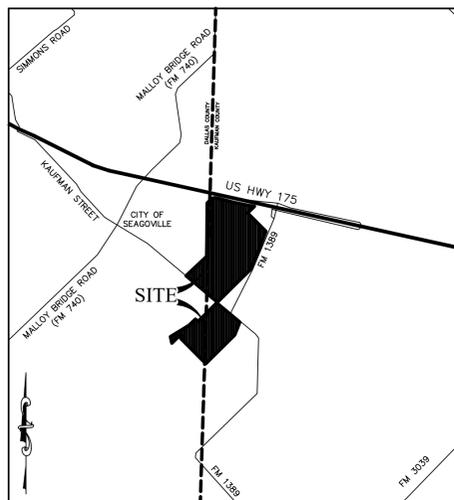
1. The development shall have a maximum of 2,100 single-family residential dwelling units within the current PD acreage of 591.8 acres. This maximum shall be raised if additional properties are added to the overall PD.
2. Overall Street and lot layouts and Phase Lines may be modified at the time of preliminary and final engineering (either per City requirements or by the applicant). Modifications may include, but shall not be limited to, reconfiguration of cul-de-sac streets, reducing the number of lots fronting onto collector streets, mitigating lengthy streets and cul-de-sacs, modifying odd-shaped lots such that they will meet lot width and depth minimums, assignment of street names, mitigation of visibility impairments, actual size of phases and infrastructure components to be constructed, etc.

3. The location and preliminary design of screening, landscape and open space shall be submitted for approval with the final site plan and preliminary plat. Construction plans for the screening fence/wall, landscape and open space are to be included as a part of the public works final civil engineering plans prior to final plat approval for that specific phase.
4. Street names shall be determined prior to submittal of the Final Plat.
5. All sidewalks and barrier free ramps within the residential community shall be four (4') Feet wide or five (5') foot wide, specifically along Collector Roads and built in accordance with City standards, unless adjacent to Trail/Cart Path within Open Space Area where a sidewalk will not be required. Barrier free ramps shall be located at all street intersections and shall be constructed by the Developer concurrently with street construction. The Developer shall construct all sidewalks that front a common area or lots owned by the HOA. Sidewalks fronting or siding a residential lot shall be constructed by the home builder concurrent with home construction.
6. The developer shall also provide decorative street lighting, specifically from Oncor's street lighting package, as offered to developer in their installation package. **Refer to example exhibit.**
7. Builder shall be allowed to move in a sales trailer prior to City acceptance of the subdivision for maintenance, subject to the discretion of the City's Building Official and subject to his approval of the trailer's location. Such trailer shall not be placed within any easement, street, or right-of-way.
8. The developer and Contractor shall be allowed to move in a project trailer prior to and during the construction, subject to City approval of location. Such trailer shall not be placed within any easement, street, or right-of-way. Project trailer is defined as a temporary structure to be used by the developer or contractor to coordinate construction activities.
9. Included herein are exhibits showing the three street sections and the right-of-ways to be used within the PD as designated on the Concept Plan. Included are a Residential (50 foot ROW with 31 foot BB Pavement), a Minor Collector (60 foot ROW with 37 foot BB Pavement) and a Major Collector Street (90 foot ROW with 2- 25 foot BB Pavement sections and Median).
10. Included herein is an exhibit showing the typical Water, Sanitary Sewer and Drainage locations as shown on the Preliminary Engineering Plans submitted with this PD.
11. The Drainage Criteria to be used on this project for runoff intensities (I) will be the NTXCOG Iswmm table for Kaufman County. TR55 is to be used for computing the Time of Concentrations with SF and MF/C minimum time of concentrations to be 15minutes and 10 minutes, respectively. Runoff coefficients will be Existing = 0.4, developed SF = 0.60 and MF/C = 0.75 as shown on Preliminary Engineering Plans submitted with this PD. Lot to Lot Drainage shall be permitted in this PD.
12. The Tree Preservation for this site will be waived due to the minimal existing slopes, the number of proposed detention basins and the storm drainage facilities necessary to develop the property. These items will cause the project to have large amounts of cut and fills to ensure positive slopes for the project. Lots will also have to be over excavated to perform moisture conditioning due to the type of clay soils. The project has a tree planting program as shown on the Landscape Plans.

**HOMEOWNERS ASSOCIATION**

A Homeowners Association (HOA) shall be established over the Single Family Tracts and Open Spaces. The HOA shall be established prior to the issuance of any house construction or building permit for the initial phase of development. A Property Owners Association (POA) shall be established over the Laguna and MF Tracts.

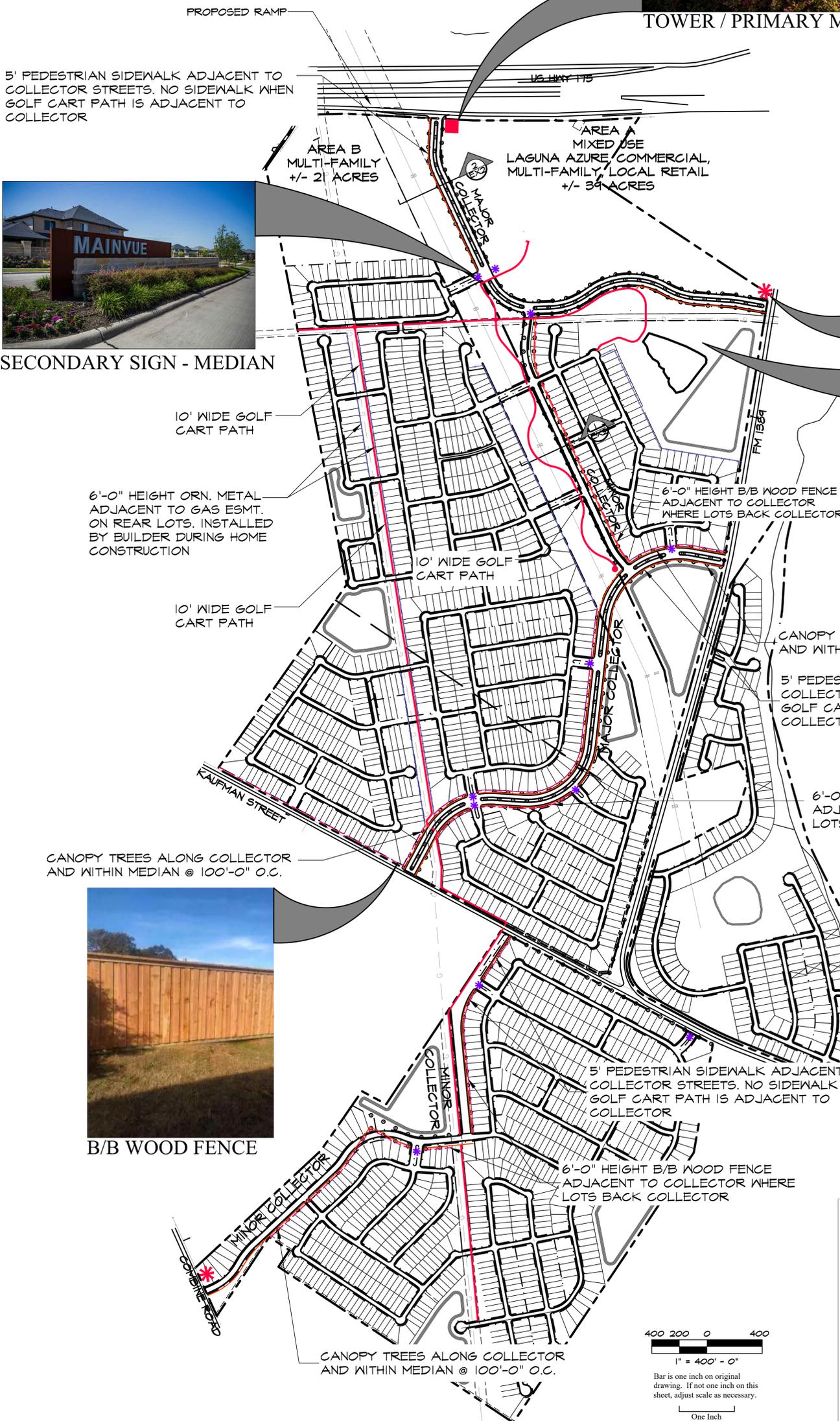
**END OF DOCUMENT**



VICINITY MAP  
N.T.S.



TOWER / PRIMARY MONUMENT



SECONDARY SIGN - MEDIAN



PRIMARY SIGN MONUMENT

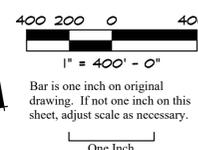


DETENTION POND EDGE



B/B WOOD FENCE

- TOWER / PRIMARY MONUMENT
- \* PRIMARY SIGN MONUMENT
- \* SECONDARY SIGN MONUMENT
- ORN. METAL FENCE
- - - 6' HT. B/B WOOD FENCE
- 10' GOLF CART PATH
- 5' PEDESTRIAN SIDEWALK
- CANOPY TREE @ 100' O.C.



STUDIO 13 DESIGN GROUP  
Studio 13 Design Group, PLLC.  
386 W. Main Street  
Lewisville, Texas 75057  
469-635-1900  
TBAE Firm #BR643

LANDSCAPE AND SCREENING

Overall Layout

Santorini

City of Seagoville, Dallas & Kaufman County, Texas



ELEVATION 1



ELEVATION 2



ELEVATION 3



ELEVATION 4



ELEVATION 5



ELEVATION 6



ELEVATION 1



ELEVATION 2



ELEVATION 3



ELEVATION 4

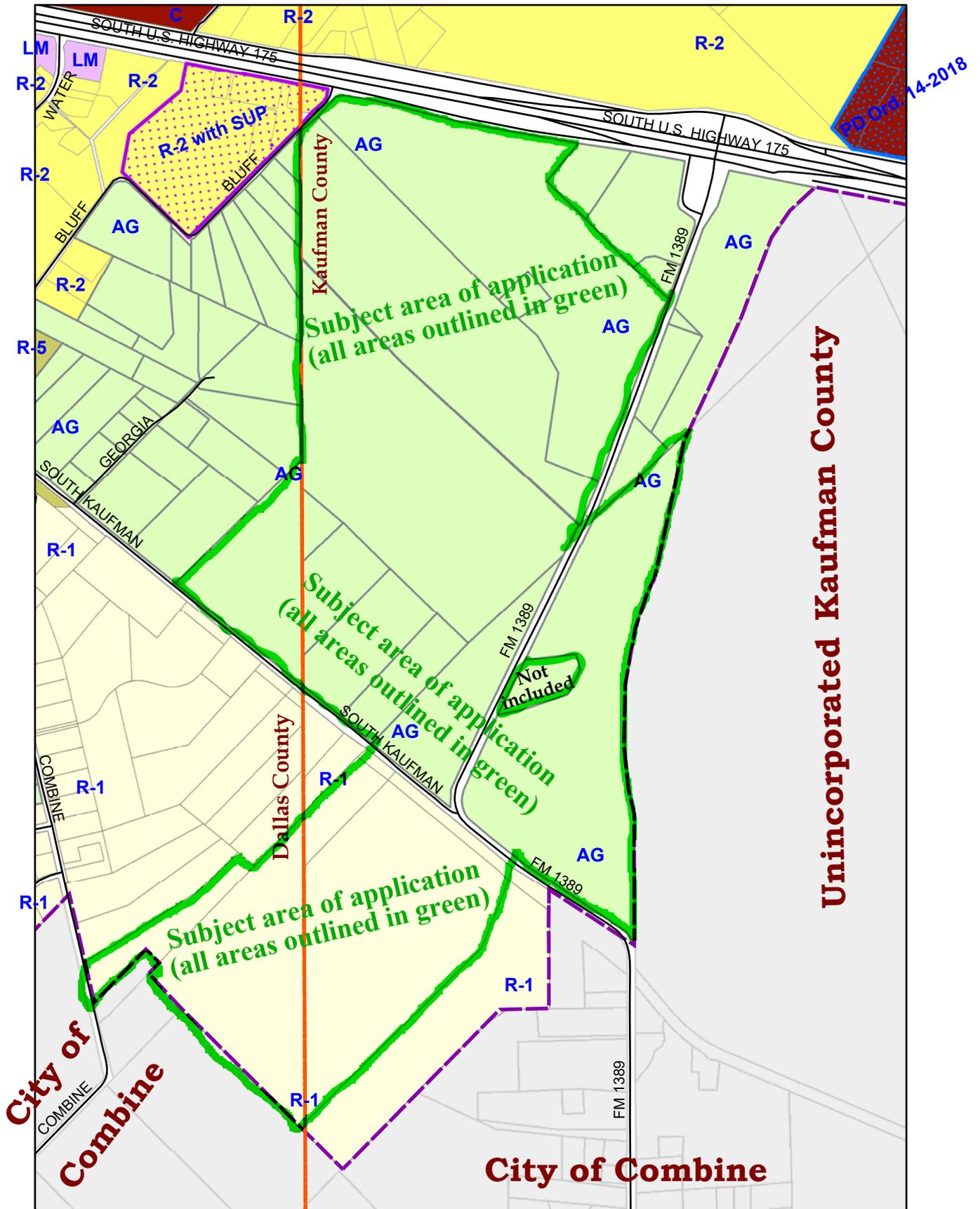


ELEVATION 5



ELEVATION 6







January 14, 2021

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

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2021-04

RECEIVED  
JAN 27 2011  
BY: JLB  
sheet 1 of 2

The Seagoville Planning and Zoning Commission will hold a virtual public hearing on Thursday, January 28, 2021, at 6:30 p.m. at <https://webinar.ringcentral.com/j/1482232026> to consider a request rezone three (3) tracts of land with a combined total of approximately 510.3± acres from AG, Agriculture, to PD-21-02 (planned development for a mixed use including single family, multi-family, and commercial) in the Peter Stockman and John D. Merchant Abstracts in Dallas and Kaufman Counties, with approximately 359± acres generally bounded on 3 sides by U.S. Highway 175, F.M. 1389, and South Kaufman Street, AND approximately 151± acres generally bounded by South Kaufman Street and Combine Road near the Dallas-Kaufman County line, all in Seagoville, Texas.

Anyone may send a written notice prior to 4:00 PM on the day of the public hearing to City of Seagoville; c/o Planner Jennifer Bonner; 702 North U.S. Highway 175; Seagoville, TX 75159. Individuals may state their opinions by video conference (which will provide two-way communication during the meeting) at the public hearing by using the link above. If you would like to make a public comment, please email Planner Jennifer Bonner at [jbonner@seagoville.us](mailto:jbonner@seagoville.us) no later than 4:00 P.M. on the day before the meeting. Please include the following in your email: your name, your postal address, your email address and phone number, and the agenda items or general subject of your comment.

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. Separate notices for that meeting will be sent after the meeting above.

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.

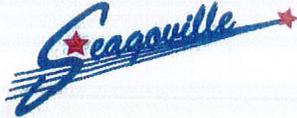
I am in favor of  against  Zoning Request Z2021-04 as it is described herein.

Additional Comments (attach additional sheets as necessary): The area will be a huge mess that is going to be a cesspool. Look at Heartland and all the trouble that brought to a Rural area, They have 9 on duty policeman 3 on each shift and still major crime. Traffic will be horrible. Just the interstructure will be a major

Signature(s): Jay Rj  
Printed Name(s): Gary Pilgreen  
Address: 1090 S. Kaufman Street  
City, State & Zip code: Seago ville, TX 75159  
Phone Number: 214-207-1074

JANUARY 14, 2021

Expense on the City, ~~at~~ S. Kaulman Street  
 all ready should be Replace Not Counting  
 Georgia Street as a nightmare. Plus with that  
 area being divided between 2 Counties and  
 2 School districts. There are some beautiful  
 and expensive homes in the area that will  
 harmed in Not only Value Plus Property Values  
 will go down in the area Street will have to  
 be widened. The commercial part of this  
 Re zoning is a laughable subject. There are  
 Commercial properties sitting vacant right now.  
 and business are leaving Seagoville Not coming into  
 Seagoville. Residents in this area have to already  
 deal with Street racing, Trash being dumped and  
 people hunting and firing guns all hours of the  
 night and many call to the Seagoville PD NEVER  
 get anything to happen. Most people in this  
 area moved from the City to get to the County  
 and now you want to ~~do~~ turn this  
 peaceful and beautiful area in to a major  
 eye sore. Look at all ~~of~~ the issues Forney has  
 had with their expansion. We all know that  
 the city going to do what it wants if it wants  
 the idea of Apts. Section 8 homes and 1000s  
 more people in a small area will be nothing  
 but trouble.



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

January 14, 2021

RECEIVED  
JAN 27 2011

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION BY: *ALB*  
ZONING CASE Z2021-04

The Seagoville Planning and Zoning Commission will hold a virtual public hearing on Thursday, January 28, 2021, at 6:30 p.m. at <https://webinar.ringcentral.com/j/1482232026> to consider a request rezone three (3) tracts of land with a combined total of approximately 510.3± acres from AG, Agriculture, to PD-21-02 (planned development for a mixed use including single family, multi-family, and commercial) in the Peter Stockman and John D. Merchant Abstracts in Dallas and Kaufman Counties, with approximately 359± acres generally bounded on 3 sides by U.S. Highway 175, F.M. 1389, and South Kaufman Street, AND approximately 151± acres generally bounded by South Kaufman Street and Combine Road near the Dallas-Kaufman County line, all in Seagoville, Texas.

Anyone may send a written notice prior to 4:00 PM on the day of the public hearing to City of Seagoville; c/o Planner Jennifer Bonner; 702 North U.S. Highway 175; Seagoville, TX 75159. Individuals may state their opinions by video conference (which will provide two-way communication during the meeting) at the public hearing by using the link above. If you would like to make a public comment, please email Planner Jennifer Bonner at [jbonner@seagoville.us](mailto:jbonner@seagoville.us) no later than 4:00 P.M. on the day before the meeting. Please include the following in your email: your name, your postal address, your email address and phone number, and the agenda items or general subject of your comment.

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. Separate notices for that meeting will be sent after the meeting above.

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 Z2021-04 as it is described herein.

Additional Comments (attach additional sheets as necessary): *this will totally destroy the rural area that we have loved for so many years. Traffic will be a nightmare, more police will have to be hired due to the trouble. Same like this will cause, plus a school district will be over crowded. Nothing but Trouble!!*

Signature(s): *Danita Pilgreen*  
Printed Name(s): *Danita Pilgreen*  
Address: *1090 S. Kaufman St.*  
City, State & Zip code: *Seagoville Texas 75159*  
Phone Number: *214-207-7189* *214-207-1074*

JANUARY 14, 2021  
1

Did not attend meeting due to COVID concerns  
concerns.

Exhibit 9C



July 26, 2021

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

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2021-09



The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, August 10, 2021, at 6:30 p.m. in the Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to rezone tracts of land with a combined total of approximately 591.8± acres from AG, Agriculture, to PD-21-05 (planned development for a mixed use including single family, multi-family, and commercial) on Kaufman County parcel numbers 9462, 9465, 9466, 9467, 9469, 9470, 9471, 9472, 9477, 9483, 126570, 12604, and 12613 in the Peter Stockman Abstracts and on Dallas County parcel numbers 65085008510140900, 65085008010230000 and 65174264510010000 in John D. Merchant Abstracts in Dallas and Kaufman Counties, with approximately 359.5± acres generally bounded on 3 sides by U.S. Highway 175, F.M. 1389, and South Kaufman Street, AND approximately 150.8± acres generally bounded by South Kaufman Street and Combine Road, AND approximately 81.5± acres generally bounded by F.M. 1389 and South Kaufman Street, all near the Dallas-Kaufman County line, all in Seagoville, Texas.

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. Separate notices for that meeting will be sent after the meeting above.

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 Z2021-09 as it is described herein.

Additional Comments (attach additional sheets as necessary): *I realize that our votes mean nothing but I have questions about how I am affected by this project. Will city utilities go through and be provided to people on this street (BLUFF RD) - We have no water or sewer. We have no local access to internet or land line phone (our age is 81). How will this project be separated from us - our side fence is County line.*

Signature(s): Sadie Kennedy  
Printed Name(s): Sadie A. Kennedy  
Address: 618 E. Bluff Rd.  
City, State & Zip code: Seagoville, TX 75159  
Phone Number: 972-287-2482

Also, concerned about the wild animals which visit us nightly.

JULY 26, 2021

Property Owner List

ZONING REQUEST Z2021-09: Rezone from AG to PD-21-05 (Dallas and Kaufman Counties)

Mailed out a total of 74 letters on Monday, September 20, 2021, before 5:00 PM

Subject or adjoiner?	Site Address (in Seagoville unless specified)	Parcel ID	Owner	Mailing Address	Mailing Address 2	City	State	Zip	County	Acres	Lot	Subdivision Name
Subject properties	F.M. 1389	12570	Megatel Homes, LLC	2101 Cedar Springs Road	Suite 700	Dallas	TX	75201	Kaufman	79.25	265.00	Peter Stockman Abstract 445
	County Road 4108	12613							Kaufman	2.993		
		9477								7.58		
	County Road 4108	9483	Megatel Homes III, LLC						Kaufman	0.68		
		9472							Kaufman	18.425		
		9471							Kaufman	18.62		
		9470							Kaufman	12.20		
		9466							Kaufman	97.0237	50.00	J. D. Merchant Abstract 310
	F.M. 1389	9469							Kaufman	3.12		
		9467							Kaufman	72.211		
		9465							Kaufman	78.61		
		9462							Kaufman	4.69		
	1151 Combine Road	65174264510010000								Dallas	49.4014	1
	845 Combine Road	65085008510140900							Dallas	11.1972	14.9	John D. Merchant Abstract 850
1050 South Kaufman Street	65085008010230000		Dallas	28.3913	23	John D. Merchant Abstract 850						
F.M. 1389	12604	Seagoville Laguna Azure LLC	Kaufman	81.467	440.00	J. D. Merchant Abstract 310						
		Mabrey & Partners LLC	881 Douglas Avenue	Suite 310	Dallas	TX	75225	22	440.06	Peter Stockman Abstract 445		
Adjoiner	1185 F.M. 1389; <b>Combine</b>	65174264610150000	Abel, Elizabeth, & Abraham Alfaro	9029 Dorinda Circle	Dallas	TX	75217	Dallas	1.7389	15	Peter Stockman Abstract 1742	
	F.M. 1389; <b>Combine</b>	12566						Kaufman	36.2731		Peter Stockman Abstract 445	
Adjoiner	1385 Combine Road	65085008510300000	Patsy R. Smith	1011 Athens Street	Canton	TX	75103	Dallas	7.34	30	John D. Merchant Abstract 850	
	1201 Combine Road; <b>Combine</b>	65174264510020000						Dallas	45.5106	2	Peter Stockman Abstract 1742	
	1389 Combine Road; <b>Combine</b>	12606						Kaufman	2.65		Peter Stockman Abstract 445	
Adjoiner	1151 Combine Road	65174264510010100	Kala R. Dharma	4832 Bobbitt Drive	Dallas	TX	75229	Dallas	0.0085	1.1	Peter Stockman Abstract 1742	
Adjoiner	F.M. 1389	12573	Derrick J. Hahn	959 North F. M. 1389	Combine	TX	75159	Kaufman	40		Peter Stockman Abstract 445	
		49594						Kaufman	1.058			
Adjoiner	855 Combine Road	65085008510140100	Martin Rodriguez	855 Combine Road	Seagoville	TX	75159	Dallas	3.00	14.1	John D. Merchant Abstract 850	
Adjoiner	1320 Combine Road; <b>Combine</b>	65085008510130000	Peggy P. Watson	1320 Combine Road	Seagoville	TX	75159	Dallas	98.0959	13	John D. Merchant Abstract 850	
		650850085101300HS						Dallas	0.16			
Adjoiner	835 Combine Road	65085008510140500	Noelis & Ruben Martinez	1757 Cancler Lane	Lancaster	TX	75134	Dallas	10.201	14.5	John D. Merchant Abstract 850	
Adjoiner	1120 South Kaufman Street	65085008510140600	Maribel Basio & Juan C. Carrillo	723 Quinette Drive	Seagoville	TX	75159	Dallas	9.5758	14.6	John D. Merchant Abstract 850	
	1180 South Kaufman Street	65085008510360400						Dallas	0.3617			
		209777						Kaufman	0.4105	J. D. Merchant Abstract 310		
Adjoiner	1140 South Kaufman Street	65085008510140700	Jose E. C. Hernandez & Angelica J. Gutierrez	1113 Rose Garden Street	Dallas	TX	75217	Dallas	7.8504	14.7	John D. Merchant Abstract 850	
	County Road 4108	9480						Kaufman	2.4976			J. D. Merchant Abstract 310
Adjoiner	1160 South Kaufman Street	65085008510140800	Raul Rodriguez & Denis S. Corey	212 West Rio Grande Street	Garland	TX	75041	Dallas	5.6166	14.8	John D. Merchant Abstract 850	
	1090 Kaufman	9479						Kaufman	4.7954			J. D. Merchant Abstract 310
Adjoiner	1100 South Kaufman Street	65085008510360200	Jerry & Kathy Armstrong	805 Combine Road	Seagoville	TX	75159	Dallas	0.8292	36.2	John D. Merchant Abstract 850	
		65085008510140000						Dallas	14.7132			14
Adjoiner	1090 South Kaufman Street	65085008510141000	Gary R. Pilgreen	1090 South Kaufman Street	Seagoville	TX	75159	Dallas	2.6959	14.10	John D. Merchant Abstract 850	
Adjoiner		650850085101410HS	Gary R. & Danita Pilgreen					Dallas	1.00			
Adjoiner	1080 South Kaufman Street	65085008510360500	Joseph D. & Carolyn J. Collier	1080 South Kaufman Street	Seagoville	TX	75159	Dallas	1.2052	36.5	John D. Merchant Abstract 850	
		65085008510330800						Dallas	8.4607			
		650850085103308HS						Dallas	1.00	33.8		
Adjoiner	900 South Kaufman Street	65085008510330100	Dexter L.& Paula Coleman	4481 Lawson Road	Mesquite	TX	75181	Dallas	10.01	33.1	John D. Merchant Abstract 850	
Adjoiner	990 South Kaufman Street	65085008010220100	Ricky B. & Nova M. Kirby	P. O. Box 696	Seagoville	TX	75159	Dallas	14.00	22.1	John D. Merchant Abstract 850	

Property Owner List

ZONING REQUEST Z2021-09: Rezone from AG to PD-21-05 (Dallas and Kaufman Counties)

Mailed out a total of 74 letters on Monday, September 20, 2021, before 5:00 PM

Subject or adjoiner?	Site Address (in Seagoville unless specified)	Parcel ID	Owner	Mailing Address	Mailing Address 2	City	State	Zip	County	Acres	Lot	Subdivision Name
Adjoiner	990 South Kaufman Street	65085008010180300	Ismael Gonzalez	555 Jonelle Street		Dallas	TX	75217	Dallas	7.422	18.3	John D. Merchant Abstract 850
Adjoiner	990 South Kaufman Street	65085008010180000	Luis E. Marquez & Maria C. Gramillo	14308 Osage Drive		Balch Springs	TX	75180	Dallas	10.00	18	John D. Merchant Abstract 850
Adjoiner	150 Georgia Lane	65085008010180200	Pedro & Sara Rojas	150 Georgia Lane		Seagoville	TX	75159	Dallas	3.00	18.2	John D. Merchant Abstract 850
Adjoiner	618 East Bluff Road	65085008010380000	Sadie Kennedy	P. O. Box 412		Seagoville	TX	75159	Dallas	8.372	38	John D. Merchant Abstract 850
Adjoiner	620 East Bluff Road	65085008010470000	Robert G. & Sadie Kennedy	620 East Bluff Road		Seagoville	TX	75159	Dallas	5.158	47	John D. Merchant Abstract 850
Adjoiner	624 East Bluff Road	65085008010400000	Jerry Lane & Lanell Cheek	624 East Bluff Road		Seagoville	TX	75159	Dallas	2.98	40	John D. Merchant Abstract 850
Adjoiner	704 East Bluff Road	65085008010360000	Antonio Zapata	1531 Chamberlain Street		Irving	TX	75060	Dallas	2.98	36	John D. Merchant Abstract 850
Adjoiner	708 East Bluff Road	65085008010390000	Jerry D. Armstrong	13331 C. F. Hawn Freeway		Dallas	TX	75253	Dallas	1.400	36	John D. Merchant Abstract 850
Adjoiner	701 East Bluff Road	50041750000000100	Roselawn Memorial Gardens	1000 South Highway 175		Seagoville	TX	75159	Dallas	2.9869		Roselawn Memorial Gardens
Adjoiner	1401 South U.S. Highway 175	65085008410140400								Little Bethel Memorial Park Inc.	c/o Property Tax; 9th Floor	P. O. Box 130548
		65085008410140300										
Adjoiner	701 East Bluff Road	50041750000000000									26.8189	
Adjoiner	1403 South U.S. Highway 175	65085008410140200	Roselawn Memorial Gardens	P. O. Box 398		Seagoville	TX	75159	Dallas	2.7693	14.2	John D. Merchant Abstract 850
Adjoiner	1000 Highway 175	9482	Anderson Clay Funeral Homes	Stewart Enterprise	P. O. Box 130548	Houston	TX	77219	Kaufman	1.31		J. D. Merchant Abstract 310
Adjoiner		12604	Wetlands Management L.P.	2101 Cedar Springs	Suite 1600	Dallas	TX	75201	Kaufman	45.0	440.00	Peter Stockman Abstract 445
Adjoiner	F.M. 1389	9468	Board of Regents University of Texas	General Counsel Real Estate	210 West 7th Street	Austin	TX	78701	Kaufman	3.61		J. D. Merchant Abstract 310
		9458										
Adjoiner	F.M. 1389	9478	Lone Star Gas	Property Tax Dept.	P. O. Box 650205	Dallas	TX	75265	Kaufman	0.61		J. D. Merchant Abstract 310
Adjoiner		196776	North Texas Municipal Water District	P. O. Box 2408	505 East Brown Street	Wylie	TX	75098	Kaufman	51.489	30.02	J. D. Merchant Abstract 310
Adjoiner	2103 F.M. 1389	9473	Kenneth M. & Starr Hopkins	2103 F.M. 1389		Seagoville	TX	75159	Kaufman	1.497		J. D. Merchant Abstract 310
Adjoiner	F.M. 1389	9463	The Rock Church, Inc.	P. O. Box 184		Seagoville	TX	75159	Kaufman	16.209		J. D. Merchant Abstract 310
Adjoiner	Highway 175	9464										
Adjoiner	1902 F.M. 1389	12594	Life Estate of Victor W. York & Wanda Fern York	1902 F.M. 1389 North		Seagoville	TX	75159	Kaufman	3.34		Peter Stockman Abstract 445
Adjoiner	ROW		City of Seagoville	702 North Highway 175		Seagoville	TX	75159	both			street ROW
Adjoiner	ROW		City of Combine	123 Davis Road		Combine	TX	75159	both			street ROW
Adjoiner		196774	North Texas Municipal Water District	P. O. Box 2408	505 East Brown Street	Wylie	TX	75098	Kaufman	313.759	440.00	Peter Stockman Abstract 445
Adjoiner	1665 F. M. Road 1389	54541	Tonya & Timothy Ratcliff	1665 F. M. Road 1389		Combine	TX	75159	Kaufman	6.28	265.06	Peter Stockman Abstract 445
Adjoiner	1665 F. M. Road 1389	210115	Tonya Concannon Ratcliff	1665 F. M. Road 1389		Combine	TX	75159	Kaufman	2.041	265.07	Peter Stockman Abstract 445
Adjoiner												
Adjoiner												

*SANTORINI  
Laguna Azure  
Seagoville, TX*

---





**PROJECT IV**  
 SITE AREA: 8.500 AC.  
 UNIT TABULATION:  
 1 BEDROOM: 141 UNITS (61.04%)  
 2 BEDROOM: 79 UNITS (34.20%)  
 3 BEDROOM: 11 UNITS (4.76%)  
**TOTAL: 231 UNITS**  
 @ 27.18 UNITS/ACRE

**PARKING TABULATION:**  
 320 SURFACE PARKING  
 60 TUCK UNDER GARAGE  
 18 DETACHED PARKING  
**398 TOTAL PARKING**  
 @ 1.72 PARKING/UNIT  
 @ 1.20 PARKING/BED

\*398 PARKING REQUIRED

**TOTAL**  
 SITE AREA: 38.700 A.C  
 UNIT TABULATION:  
 1 BEDROOM: 628 UNITS (61.32%)  
 2 BEDROOM: 335 UNITS (32.71%)  
 3 BEDROOM: 61 UNITS (5.95%)  
**TOTAL: 1,024 UNITS**  
 @ 26.45 UNITS/ACRE

**PARKING TABULATION:**  
 1,455 SURFACE PARKING  
 248 TUCK UNDER GARAGE  
 96 DETACHED PARKING  
**1,799 TOTAL PARKING**  
 @ 1.75 PARKING/UNIT  
 @ 1.21 PARKING/BED

\*1,777 PARKING REQUIRED

**PROJECT III**  
 SITE AREA: 11.500 AC.  
 UNIT TABULATION:  
 1 BEDROOM: 191 UNITS (62.01%)  
 2 BEDROOM: 101 UNITS (32.79%)  
 3 BEDROOM: 16 UNITS (5.19%)  
**TOTAL: 308 UNITS**  
 @ 26.78 UNITS/ACRE

**PARKING TABULATION:**  
 426 SURFACE PARKING  
 82 TUCK UNDER GARAGE  
 30 DETACHED PARKING  
**538 TOTAL PARKING**  
 @ 1.75 PARKING/UNIT  
 @ 1.22 PARKING/BED

\*529 PARKING REQUIRED

**PROJECT I**  
 SITE AREA: 9.100 AC.  
 UNIT TABULATION:  
 1 BEDROOM: 146 UNITS (60.08%)  
 2 BEDROOM: 79 UNITS (32.51%)  
 3 BEDROOM: 18 UNITS (7.41%)  
**TOTAL: 243 UNITS**  
 @ 26.70 UNITS/ACRE

**PARKING TABULATION:**  
 365 SURFACE PARKING  
 54 TUCK UNDER GARAGE  
 24 DETACHED PARKING  
**443 TOTAL PARKING**  
 @ 1.82 PARKING/UNIT  
 @ 1.24 PARKING/BED

\*430 PARKING REQUIRED

**PROJECT II**  
 SITE AREA: 9.600 AC.  
 UNIT TABULATION:  
 1 BEDROOM: 150 UNITS (61.98%)  
 2 BEDROOM: 76 UNITS (31.40%)  
 3 BEDROOM: 16 UNITS (6.61%)  
**TOTAL: 242 UNITS**  
 @ 25.21 UNITS/ACRE

**PARKING TABULATION:**  
 344 SURFACE PARKING  
 52 TUCK UNDER GARAGE  
 24 DETACHED PARKING  
**420 TOTAL PARKING**  
 @ 1.74 PARKING/UNIT  
 @ 1.20 PARKING/BED

\*420 PARKING REQUIRED

LEGEND

- |                      |                               |                         |                            |                         |
|----------------------|-------------------------------|-------------------------|----------------------------|-------------------------|
| 1. PARKING           | 8. DAY VISITOR ARRIVAL        | 15. DOG PARK            | 22. OVER-WATER CABANAS     | 29. MECHANICAL BUILDING |
| 2. ARRIVAL           | 9. CLUBHOUSE TERRACE          | 16. LAGOON DECK         | 23. SLIDES                 | 30. COMMUNITY PARK      |
| 3. MONUMENT SIGNAGE  | 10. FIREPIT PATIO             | 17. PUBLIC BEACH (SAND) | 24. EVENTS TERRACE         |                         |
| 4. FLOW RIDER        | 11. YOGA LAWN (ARTIFICIAL)    | 18. SWIM UP BAR         | 25. EVENTS LAWN            |                         |
| 5. CLUBHOUSE         | 12. PERIMETER PATHWAY         | 19. WATER CRAFT         | 26. COVERED SEATING        |                         |
| 6. BACK OF HOUSE     | 13. EVENTS STAGE              | 20. SPLASH POOL         | 27. SLIDE TOWER            |                         |
| 7. GOLF CART PARKING | 14. HEAVY LANDSCAPE SCREENING | 21. CABANA CLUB         | 28. RESIDENT'S LAGOON DECK |                         |

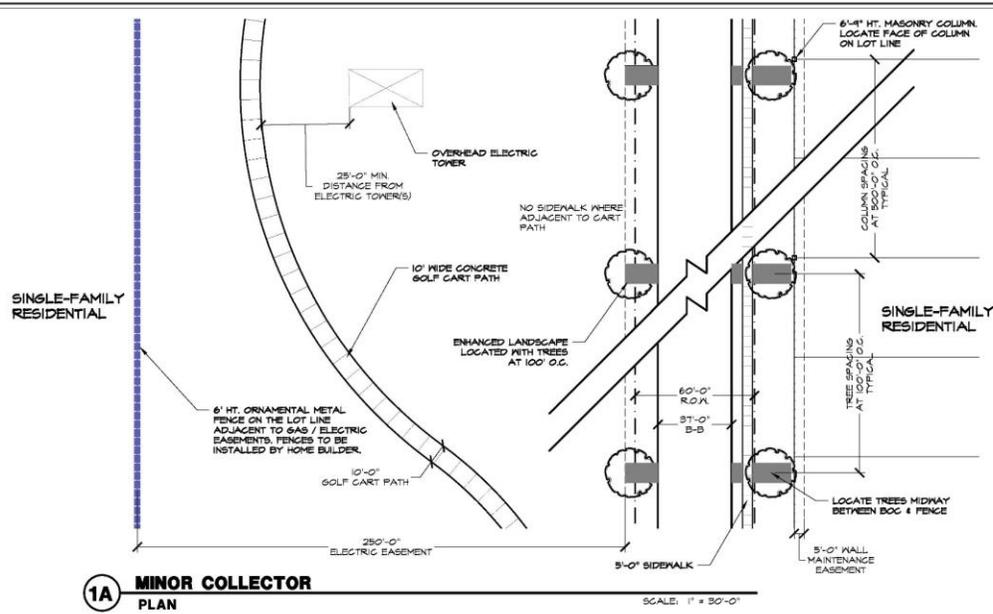


*Santorini Lagoon*

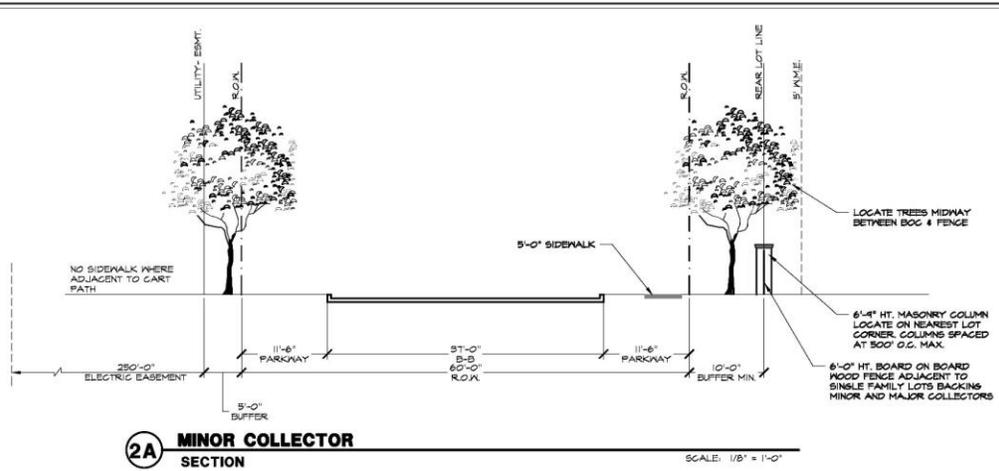




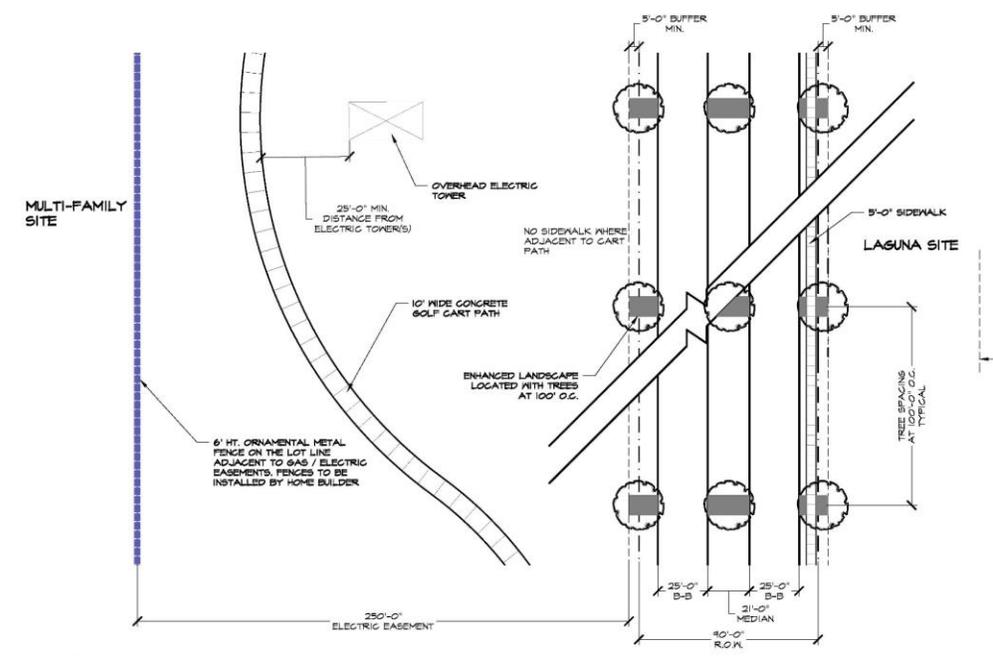




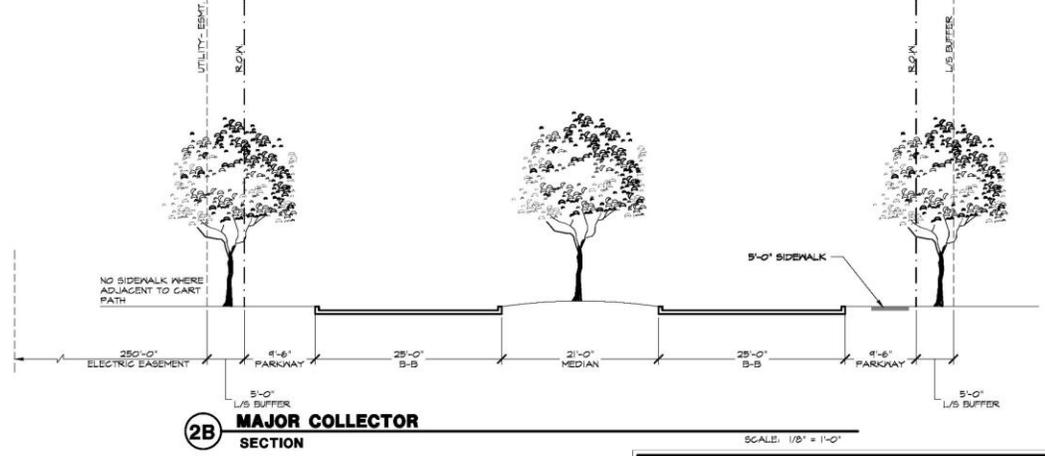
**1A MINOR COLLECTOR PLAN**  
SCALE: 1" = 30'-0"



**2A MINOR COLLECTOR SECTION**  
SCALE: 1/8" = 1'-0"



**2A MAJOR COLLECTOR PLAN**  
SCALE: 1" = 30'-0"



**2B MAJOR COLLECTOR SECTION**  
SCALE: 1/8" = 1'-0"

<b>LANDSCAPE AND SCREENING</b>	
Collector Exhibits	
Santorini	
City of Seagoville, Dallas & Kaufman County, Texas	

EX2









# LAGUNA AZURE







Exhibit 11



Exhibit 11





## ***Regular Session Agenda Item: 3***

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider 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 Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use including Single Family, Multi-Family and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788± acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts, all being legally described herein; providing for development regulations; providing for the approval of a concept plan and elevations; 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 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. Z2021-09 should be approved as set forth more fully hereinbelow, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be accordingly amended.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

PD Ordinance w/Exhibits

**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 AGRICULTURE (AG) AND SINGLE FAMILY RESIDENTIAL (R-1) TO PLANNED DEVELOPMENT FOR MIXED USE INCLUDING SINGLE FAMILY, MULTI-FAMILY AND COMMERCIAL (PD-21-05) ON THE FOLLOWING TRACTS HAVING A COMBINED TOTAL AREA OF APPROXIMATELY 591.788± ACRES: (1) KAUFMAN COUNTY PARCEL NUMBERS 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 AND 12613 IN THE PETER STOCKMAN ABSTRACTS AND (2) DALLAS COUNTY PARCEL NUMBERS 65085008510140900, 65085008010230000, AND 65174264510010000 IN THE JOHN D. MERCHANT ABSTRACTS, ALL BEING LEGALLY DESCRIBED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN AND ELEVATIONS; 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. Z2021-09 should be approved as set forth more fully hereinbelow, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be accordingly amended.

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

**SECTION 1. Change of Zoning Classification.** The Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby, further amended by granting a change in zoning from Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use Including Single Family, Multi-Family, and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788 acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County

Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts, all in the City of Seagoville, Texas and being legally described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property”).

**SECTION 2. Development and Use Standards.**

**A. Concept Plan.** The Property shall be developed and used in accordance with the City of Seagoville Code of Ordinances, Zoning Ordinance, Subdivision Ordinance and/or Regulations Landscaping Requirements, and Construction Standards and the Concept Plan attached hereto and incorporated herein by this reference as Exhibit “B”.

**B. Open Space Requirements.** The open spaces as shown on the Concept Plans, Exhibits “B” and “D”, shall be shared with all uses within the planned development. This open space shall fulfill the open space requirements for all uses within the planned development

**C. Landscaping Requirements.** The Property shall be developed with landscaping in compliance with the City’s Landscaping Requirements as modified by the following:

- A. All areas other than sand beaches, water surface area, patios, sidewalks, and other impervious flatwork shall be completely planted with sod;
- B. Main thoroughfares (i.e. collector roads) throughout the Property and the entryway to the Commercial District shall be heavily landscaped with a minimum of twice the number of trees and shrubs required by the City’s Landscaping Requirements; and
- C. An automatic irrigation system shall be installed along the length of all main thoroughfares throughout the Property and in all green spaces on the Property to irrigate all landscaping
- D. The location and design of landscape and open space shall be submitted for approval with the final site plan and preliminary plat.

**D. Lighting.** The developer shall provide decorative street lighting throughout the Property, specifically from Oncor’s street lighting package, as offered to developer in their installation package.

**E. Sidewalks.** All sidewalks and barrier free ramps within the Property shall be four (4’) feet wide or five (5’) feet wide along collector roads and shall be built in accordance with City standards, unless adjacent to a Hike and Bike Trail where a sidewalk will not be required. Barrier free ramps shall be located at all street intersections and shall be constructed by Developer concurrently with street construction. The Developer shall construct all sidewalks that front a common area or lots owned by the HOA. Sidewalks fronting or siding a residential lot shall be constructed by the home builder concurrent with home construction.

**F. Screening.** The location and design of screening shall be submitted for approval with the final site plan and preliminary plat. Construction plans for screening fence/wall will be included as a part of the public works final civil engineering plans prior to final plat approval for each phase. Screening shall meet or exceed the requirements shown on the Landscape and Screening Layout attached hereto and incorporated herein by this reference as Exhibit “J”.

**G. Additional Permitted Uses.**

i. Sales and Leasing Offices shall be allowed during the development and marketing of the Property. Sales and Leasing Offices shall be removed when 100% of the single-family lots have been sold. Sales and Leasing Offices will be permanent in the Commercial and Multi-Family Districts as defined herein.

ii. Temporary buildings such as construction trailers shall be allowed during construction and shall be removed upon completion of each phase of development.

**H. Single Family District Regulations**, The area of the Property identified on the Concept Plan as IA, IB, II, IIIA, IIIB, IV, V, and VI (collectively, the “SF District”) shall be developed and used in accordance with the regulations of the Zoning Ordinance applicable to the use and development of property located within a Single Family Residential (R-5) Zoning District, modified as follows:

**1. Lot and Dwelling Development Standards:**

Maximum No. of Total Dwelling Units	1941
Max. No. of Dwelling Units Phase I	398
Max. No. of Dwelling Units Phase II	329
Max. No. of Dwelling Units Phase III	349
Max No. of Dwelling Units Phase IV	288
Max No. of Dwelling Units Phase V	369
Max No. of Dwelling Units Phase VI	208
Minimum Dwelling Size	1600 SF air-conditioned for 20% of lots 1700 SF air conditioned for 80% of lots
Maximum Lot Coverage	50%
Maximum Height	Two and one-half stories or 36 feet

2. **Minimum Lot Sizes and Areas.** At least forty percent (40%) of lots shall be 50-foot lots and all remaining lots shall be 40-foot lots or larger. At least sixty percent (60%) of the 50-foot lots shall have a minimum lot area of 6,000 square feet and all remaining 50-foot lots shall have a minimum lot area of 5,750 square feet. At least sixty percent (60%) of the 40-foot lots shall have a minimum lot area of 4,800 square feet and all remaining 40-foot lots shall have a minimum lot area of 4,600 square feet.

3. **Minimum Lot Width.** Forty-foot lots shall be forty feet measured at the front building setback. Fifty-foot lots shall be fifty feet measured at the front building setback. Minimum lot width for all lots measured at the Right-of-way on cul-de-sacs, knuckles, eye-brows and curves shall be thirty-five (35') feet.

4. **Minimum Lot Depth.** Minimum lot depth for 40-foot lots having a minimum lot area of 4,600 square feet and for 50-foot lots having a minimum lot area of 5,750 square feet shall be 115 feet. Minimum lot depth for 40-foot lots having a minimum lot area of 4,800 square feet and for 50-foot lots having a minimum lot area of 6,000 square feet shall be 120 feet. Minimum lot depth for lots measured at cul-de-sacs, knuckles, eyebrows and curves shall be 105 feet.

5. **Minimum Front Yard.** Minimum front yard requirement for all lots shall be 20 feet.
6. **Minimum Garage Door Face Setback.** Minimum garage door face setback for all lots shall be 20 feet.
7. **Minimum Side Yard Setback.** Minimum side yard setback for all lots shall be five (5') feet for interior side yards and ten (10') feet for corner lots on the street side only.
8. **Roof Pitch.** Roof pitch of all homes shall be 6:12 minimum, except over stoops or porches, where a 4:12 minimum is allowed.
9. **Masonry.** Eighty percent (80%) masonry on all structures below the ceiling plate; above the ceiling plate all sides that have siding to be cementitious;
10. **Unique Architectural Features.** The front façade of every house shall incorporate at least three (3) of the following into its design and construction:
  - i. Distinctive window patterns;
  - ii. Balconies, bays, box-outs, faux balconies, window overhangs, or secondary roof eaves with exaggerated projections and decorative supporting rafter beams;
  - iii. Changes of color, texture, or material, either diagonally, horizontally or vertically, aesthetically proportional to the façade;
  - iv. Changes in plane with a depth of at least 24 inches, either diagonally, horizontally, or vertically, aesthetically proportional to the façade; and
  - v. Changes in roofline, such as variations in roof pitch, overhangs, projections, exaggerated cornices, dormers, and extended eaves.
11. **Anti-Monotony.** Minimum of nine (9) elevation options. Same elevation must have three (3) different elevations between them, on the same side of the street. Same elevation cannot be directly across the street;
12. **HOA Responsibility.** Homeowners' Association will be responsible for installation and maintenance of landscaping and general maintenance for all open spaces, green spaces, common areas, detention ponds, retention ponds, raised medians, screening walls, trails, lawns, landscaped entrances to SF District(s), rights-of-way and any other common improvements or appurtenances;
13. **Garages and Garage Doors.** Garage doors facing street must be painted ornate metal, painted composite or wood. Garages can only release into residential streets and not into collector roads, unless slip roads are utilized or unless shown on the approved Concept Plan, Exhibit "B";
14. **Bonds.** Developer to provide two (2) year maintenance bonds on water, sewer, drainage and roadway infrastructure, commencing on date of City acceptance;
15. **Sidewalks.** Residential sidewalks four feet (4') feet wide along both sides of all residential streets;

16. **Street Lighting.** The developer shall provide decorative street lighting, specifically from Oncor’s street package.
17. **Hike and Bike Trails.** Concrete hike and bike trails shall be designed and constructed to be
  - a. Six feet (6’) wide along both sides of all major collector streets and
  - b. Four feet (4’) wide along both sides of all residential streets;
18. **Screening.** Eighty percent (80%) masonry screening fences (rock, stone or brick) surrounding each of the eight (8) areas designated on the Concept Plan, Exhibit “B” hereto as IA, IB, II, IIIA, IIIB, IV, V, and VI;

**I. Multi-Family District Regulations**

The area of the Property identified on the Concept Plan as “Multi-Family” and any portion of the area identified on the Concept Plan as “Lagoon, Multi-Family, Commercial” upon which multi-family housing is to be constructed (collectively, the “MF District”) shall be developed and used in accordance with the regulations of the Zoning Ordinance applicable to the use and development of property located within a Multifamily (MF) Zoning District, modified as follows:

**1. Lot and Dwelling Development Standards.**

Maximum No. of Dwelling Units	1200
Minimum Lot Area	For 5-story: 450 SF/unit For 3-story: 800 SF/unit
Maximum Lot Density	For 5-story: 100 units/acre For 3-story: 48 units/acre
Minimum Unit Size	500 Square Feet – Efficiency 600 Square Feet – 1 Bedroom 875 Square Feet – 2 Bedroom or more for the first two bedrooms plus an additional 125 square feet for every bedroom over two
Maximum Lot Coverage	85% for main building slab
Maximum Height	Not to exceed 85 feet for five stories and 50 feet for three stories

2. **Elevations.** The buildings constructed in the MF District shall be designed and constructed to appear substantially as shown on the elevations attached hereto and incorporated herein by this reference as Exhibit “C” (the “MF Elevations”) subject to the following:

- A. All roof mounted mechanical equipment must be screened from public view;

- B. All non-front façade walls shall demonstrate architectural elements to avoid the appearance of a blank wall as shown and depicted in the Elevations.
- 3. **Parking Requirements.** Minimum 1.35 parking spaces required per dwelling unit. Compact car parking is permitted for up to ten (10%) percent of required spaces. No enclosed parking shall be required. A maximum of five (5) bicycle racks shall be required to be installed.
- 4. **Refuse Facilities.** No requirements apply if valet or trash pick-up is provided. If valet or trash pick-up is not provided, the refuse facility shall be located no more than five hundred (500') feet from the building entrance measured along the designated pedestrian travel path. Refuse Facility Detail and location will be part of the Final Site Plan, if used.
- 5. **Sidewalks.** Sidewalks shall be a minimum of four (4') feet wide.
- 6. **Building/Fire Lane.** All points of building shall be within two hundred and fifty (250') feet of the dedicated fire lane or Fire Department Connection internal to the site and shall meet the City's Fire Code.

**J. Commercial District Regulations**

Any portion of the Property identified on the Concept Plan as “Lagoon, Multi-Family, Commercial” upon which a lagoon or commercial uses are to be constructed (the “Commercial District”), which shall be a minimum of 18 acres, shall be developed and used in accordance with the regulations of the Zoning Ordinance applicable to the use and development of property located within a Commercial (C) Zoning District, modified as follows:

- 1. **Maximum Height.** No building constructed in the Commercial District shall have a height exceeding fifty feet (50'); provided, however, architectural features such as curvilinear, domed, or arched formation, tower elements, parapets, articulated public entrance features, and similar features may extend an additional eight feet (8') above the allowed height.
- 2. **Building/Fire Lane.** All points of building shall be within two hundred and fifty (250') feet of the dedicated fire lane or Fire Department Connection internal to the site and shall meet the City's Fire Code.
- 3. **Amenities.** The Commercial District shall be constructed with following amenities in accordance with the Concept Plan attached hereto and incorporated herein by this reference as Exhibit “D”:
  - A. The Laguna, which shall consist of:
    - i. 2.3 acre water surface lagoon open to the public;
    - ii. Two (2) sand beaches with collective minimum of 10,000 square feet, a maximum of 5,000 square feet of which may be restricted for members and residents use;

- iii. Cabanas and beds;
- iv. Water slide at least 30 feet and no more than 40 feet in height;
- v. Flow Rider, paddle boarding and kayaking consistent with Exhibit "E" attached hereto and incorporated herein by this reference;
- vi. Splash Park with kiddie slide consistent with Exhibit "F", attached hereto and incorporated herein by this reference; and
- vii. One (1) swim-up bar consistent with Exhibit "G", attached hereto and incorporated herein by this reference.

B. Recreational Area, which shall consist of:

- i. Minimum 50,000 square feet, air-conditioned recreational building, open to the public, with the ability to hold outdoor concerts;
- ii. Two (2) restaurants with a combined seating area of 4,000 square feet and sharing a single kitchen;
- iii. One (1) sixteen-lane bowling alley, open to the public;
- iv. Minimum of two (2) party rooms; available for rental by the public;
- v. An arcade/teen center, open to the public;
- vi. Fitness center which may be restricted to HOA members only;
- vii. Senior activity programming and other activity programming;
- viii. Public restrooms;
- ix. Locker room, available to the public;
- x. Adult area with pool table and/or shuffleboard, available to the public;
- xi. Indoor kids' playground, available to the public,
- xii. Event lawn of natural or synthetic grass/turf or a combination thereof;
- xiii. Dog park;
- xiv. Outdoor playground, available to the public;
- xv. Outdoor stage/entertainment area;
- xvi. One (1) bocce ball court;
- xvii. Golf cart parking; and
- xviii. Entryway with vehicular roundabout circling a heavily landscaped water fountain as depicted on Commercial District Concept Plan, Exhibit "D" hereto;

4. **Signage.**

A. The following may be installed on the Property:

- i. Two (2) billboards sized up to 16 feet x 20 feet, depicting the material similar in nature to that shown in Exhibit "H" attached hereto and incorporated herein by this reference;
- ii. One (1) flagpole of up to 150 feet; and
- iii. One (1) LED sign included at front entrance of the general type and size shown on Exhibit "T" hereto, with the sign face not to exceed 30 feet in width and 50 feet in height.

B. Any signs that are illuminated by artificial light or that project an electronic message through a changeable copy sign that is within 500 feet of a residence, school, park, playground, or scenic area shall not be lit between the hours of 10:00 P.M. and 6:00 A.M.

5. **Parking Requirements.** Minimum parking requirements for the Commercial District shall be 325 parking spaces for the Recreational Area plus and an additional parking requirement for the Laguna, calculated using the following formula:  $((\text{Beach size in square feet divided by 15}) \text{ divided by } 2.5) \text{ divided by } 3 = \text{number of required parking spaces for Commercial Area}$ . For purposes of illustration, the minimum beach area required is 10,000 square feet; if that is what is built,  $10,000 \text{ divided by } 15 = 666.67$ ; dividing that by 2.5 = 266.67 and dividing that by 3 = 88.88; thus an additional 89 parking spaces, in addition to the 325 spaces, would be required under this example.

6. **Prohibited Uses.** The following uses are prohibited in the Commercial District:

- A. Automobile dealers;
- B. Auto painting, auto upholstering;
- C. Auto repair garage;
- D. Bus and truck storage;
- E. Car barns;
- F. Carting, express, hauling or storage;
- G. Contractor's storage yard;
- H. Moving and storage company;
- I. Penal or correctional institutions;
- J. Rental car business;
- K. Storage and sales of used auto parts and accessories;
- L. Storage of trucks and gravel;
- M. Streetcar barns;
- N. Taxicab storage and repairs; and
- O. Used car lot.

7. **Commercial Amusement.** For purposes of this ordinance, "commercial amusement" use, an allowed use in the Commercial Zoning District and under this ordinance, shall include the amenities described herein, including but not limited to the lagoon/laguna, beaches, water slide, Flow Rider, splash park, swim-up bar, arcade, party room, fitness center, playgrounds, and dog park and other Commercial District amenities identified herein.

**SECTION 3.** 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 4.** 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 5.** 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 6.** 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 7.** 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 20<sup>th</sup> day of December, 2021.

**APPROVED:**

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**DENNIS K. CHILDRESS, MAYOR**

**ATTEST:**

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**KANDI JACKSON, CITY SECRETARY**

**APPROVED AS TO FORM:**

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**VICTORIA W. THOMAS, CITY ATTORNEY**  
(121521vwtTM 126628)

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Tract 2

**BEING** a 81.467-acre tract of land situated in the Peter Stockman Survey No. 57, Abstract No. 445, Kaufman County, Texas; being a portion of that certain tract of land as described in a Special Warranty Deed to Wetlands Management, LP in Volume 2476, Page 377 and further referenced as being a portion of Tract 1 called to contain 1682.50 acres to Caroline Hunt Trust Estate as described in Volume 430, Page 465 of the Deed Records of Kaufman County, Texas; said 81.467 acres being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, North Central Zone, 4202:

**BEGINNING:** at a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found on a Western line of the Second Tract called to contain 2,314.1631 acres in a Special Warranty Deed & Grant & Reservation of Easements to North Texas Municipal Water District in Volume 5314, Page 79 (Instrument No. 2017-0005060) of the Deed Records of Kaufman County, Texas, an Eastern line of the remainder of the said Wetlands Management, LP tract for the Northeastern corner of Tract 1 called to contain 98.758 acres in a General Warranty Deed to Wetland Farm, LLC in Volume 6404, Page 305 of the Deed Records of Kaufman County, Texas, for the Southeastern corner of this herein described tract, from which a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of said Tract 1, a corner of the said 2,314.1631 acre tract, a corner of the remainder of the said Wetlands Management, LP tract bears with a curve to the left having a Delta angle of 1°14'05", a Radius of 1030.00 feet, an Arc length of 22.20 feet with the Chord of the curve South 39°53'23" East a distance of 22.20 feet;

**THENCE:** North 78°13'15" West a distance of 907.33 feet along the Northernmost line of the said Tract 1 – 98.758 acres, a line of the remainder of the said Wetlands Management, LP tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 98.758-acre tract, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** South 32°44'27" West a distance of 17.74 feet continuing along a line of the said Tract 1 – 98.758 acres, a line of the remainder of the said Wetlands Management, LP tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Northeastern line of Farm to Market Road No. 1389 (90' right-of-way) for a corner of the said 98.758-acre tract, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North 57°11'22" West a distance of 650.26 feet along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the remainder of the said Wetlands Management LP tract in Volume 2476, Page 377, a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** Continuing along a Northeastern line of said Farm to Market Road No. 1389, a curve to the right having a Delta angle of 6°16'00", a Radius of 2819.76 feet, an Arc length of 308.41 feet with the Chord of the curve North 54°03'22" West a distance of 308.25 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North 50°55'22" West a distance of 452.08 feet continuing along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of

said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** Continuing a Northeastern line of said Farm to Market Road No. 1389, with a curve to the right having a Delta angle of 77°15'00", a Radius of 273.31 feet, an Arc length of 368.50 feet with the Chord of curve North 12°17'52" West a distance of 341.21 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North 26°19'38" East a distance of 737.75 feet along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8 inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract, on an occupational Southern fence line reported to be in the same location for 57 years for the Victor W. York tract not conforming to the called 3.343 acres as described in Volume 3492, Page 270 of the Deed Records of Kaufman County, Texas, from which a fence corner found bears South 77°52'30" West a distance of 2.46 feet;

**THENCE:** Along the said Occupational fence line as follows:

North 77°52'30" East a distance of 232.35 feet to a fence corner found;  
North 71°57'40" East a distance of 434.71 feet to a fence corner found;  
North 27°46'11" East a distance of 279.47 feet to a fence corner found;  
North 18°35'36" West a distance of 141.50 feet to a fence corner found;

**THENCE:** South 83°26'09" West a distance of 476.17 feet continuing with the said occupational fence line to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Southeastern line of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** North 26°19'38" East a distance of 1099.75 feet continuing along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** North 26°17'38" East a distance of 279.44 feet continuing along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** Continuing along the Southeastern line of said Farm to Market Road No. 1389, with a curve to the left having a Delta angle of 2°04'27", a Radius of 2909.79 feet, an Arc length of 105.34 feet with the Chord of curve North 25°15'25" East a distance of 105.33 feet to a 5/8 inch iron rod with cap stamped "Jones|Carter" set for the Southern corner of Tract 2 called to contain 3.1682 acres to The Board of Regents of the University of Texas as described in Volume 3824, Page 100 of the Deed Records of Kaufman County, Texas, from which a 1/2 inch iron rod found for a corner of said Farm to Market Road No. 1389, a corner of the said 3.1682 acre tract bears with a curve to the left having a Delta angle of 3°55'33", a Radius of 2909.79 feet, and Arc length of 199.37 feet with the Chord of the curve North 22°15'25" East a distance of 199.33 feet;

**THENCE:** North 44°40'21" East a distance of 796.06 feet along the Southeastern line of the said 3.1682 acre tract, a line of the remainder of the said Wetlands Management LP tract to a calculated point in water for the Northeastern corner of the said 3.1682 acre tract, on a line of the said Second Tract called to

contain 2,314.1631 acres of land to North Texas Municipal Water District as described in a Special Warranty Deed & Grant & Reservation of Easements in Volume 5314, Page 79 (Instrument No. 2017-0008060) of the Deed Records of Kaufman County, Texas, for the Northernmost corner of this herein described tract, from which a 1/2 inch iron rod with yellow plastic cap found on the Southeastern line of said Farm to Market Road No. 1389 for the Northwestern corner of the said 3.1682 acre tract, the Southwestern corner of Tract 1 called to contain 6.8279 acres as described in said Volume 3824, Page 100 bears North 45°36'53" West at 39.69 feet pass a found 5/8 inch iron rod disturbed a distance in all of 352.46 feet;

**THENCE:** South 45°36'53" East a distance of 41.65 feet along a line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 23°42'59" West a distance of 257.26 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 9°53'44", a Radius of 1030.00 feet, an Arc length of 177.89 feet with the Chord of the curve South 18°46'07" West a distance of 177.67 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 13°49'16" West a distance of 355.17 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631 acres, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the right having a Delta angle of 14°17'42", a Radius of 870.00 feet, an Arc length of 217.06 feet with the Chord of the curve South 20°58'07" West a distance of 216.50 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 28°06'57" West a distance of 87.52 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631 acres, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 32°58'40", a Radius of 930.00 feet, an Arc length of 535.28 feet with the Chord of the curve South 11°37'38" West a distance of 527.92 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 04°51'42" East a distance of 836.37 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 10°35'04", a Radius of 1230.00 feet, an Arc length of 227.22 feet with the Chord of the curve South 10°08'46" East a distance of 226.90 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 15°26'17" East a distance of 968.76 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 7°52'27", a Radius of 530.00 feet, an Arc length of 72.84 feet with the Chord of the curve South 19°26'03" East a distance of 72.78 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 23°17'20" East a distance of 559.34 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631 acre tract with a curve to the left having a Delta angle of 15°56'15", a Radius of 1030.00 feet, an Arc length of 286.51 feet with the Chord of the curve South 31°18'12" East a distance of 285.58 feet to the **POINT OF BEGINNING** and containing 81.467-acres of land.

**FIELD NOTES**  
**NORTH TRACT NO. 1**

**BEING** a 333.291 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, John D. Merchant Survey, Abstract No. 310 and the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, being all of Tract One, described in deed to MCM Kaufman Land Partners L.P., recorded in Volume 2195, Page 199, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

**BEGINNING** at a point for the west corner of said Tract One in the northerly right of way-line of Kaufman Street and the southeast corner of a called 13.988 acre tract described in deed to Ricky B. and Nova M. Kirby, recorded in Volume 2002083, Page 3372, Deed Records Dallas County, Texas (D.R.D.C.T.), from which a 1" iron pipe found bears North 45 Degrees 40 Minutes 43 Seconds East, a distance of 1.50 feet;

**THENCE** North 45 Degrees 40 Minutes 43 Seconds East, departing the right-of-way of said Kaufman Street along the common line between said Tract One and said 13.988 acre tract, a distance of 1632.87 feet to a 3/8" iron rod found for the northwest corner of said 383.295 acre tract, and being located in the southerly line of a called 2.985 acre tract of land described in deed to Luis E. Marquez and Maria Carolina Gramillo, recorded in Doc. No. 201100319866, Official Public records Dallas County, Texas, (O.P.R.D.C.T.);

**THENCE** North 00 Degrees 04 Minutes 58 Seconds East, along the east line of said 9.985 acre tract and the west line of said Tract One, a distance of 1101.02 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

**THENCE** North 00 Degrees 09 Minutes 18 Seconds West, along the west line of said Tract One, at a distance of 1191.15 feet passing a 3/8" iron rod found for the northeast corner a called 2.980 acre tract of land described in deed to Jerry Lane and Lanell Cheek, recorded in Volume 84160, Page 3578, D.R.D.C.T., and continuing for a total distance of 1992.69 feet to point in the centerline of East Bluff Drive;

**THENCE** North 45 Degrees 41 Minutes 45 Seconds East, along the centerline of East Bluff Drive, a distance of 390.76 feet to a point for corner in the southerly right-of-way line of U. S. Highway No 175;

**THENCE** along the northerly line of said Tract One and the southerly right-of-way line of U. S. Highway No 175, the following courses:

North 71 Degrees 02 Minutes 57 Seconds East, a distance of 50.80 feet to a concrete monument found for corner;

North 76 Degrees 03 Minutes 46 Seconds East, a distance of 89.06 feet to a concrete monument found for corner;

South 80 Degrees 43 Minutes 50 Seconds East, a distance of 234.89 feet to a concrete monument found for corner;

South 76 Degrees 05 Minutes 02 Seconds East, a distance of 920.20 feet to a concrete monument found for corner;

South 79 Degrees 04 Minutes 13 Seconds East, a distance of 800.72 feet to a concrete monument found for corner;

South 82 Degrees 04 Minutes 48 Seconds East, a distance of 399.84 feet to 1/2" iron rod found for a northeast corner of said Tract One and the northwest corner of a called 6.0062 acre tract, described in deed to The Rock Church, Inc., recorded in Volume 725, Page 486, D.R.K.C.T.;

**THENCE** South 44 Degrees 20 Minutes 26 Seconds West, departing the southerly right-of-way line of U. S. Highway No 175, along the west line of said 6.0062 acre tract, a distance of 547.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 45 Degrees 33 Minutes 45 Seconds East, along the south line of said 6.0062 acre tract and the north line of said Tract One, a distance of 1492.92 feet 3/8" iron rod found for the southeast corner of a called 1.61 acre tract, described in deed to Kenneth Michael and Starr Hopkins, recorded in Volume 2242, Page 42, D.R.K.C.T., and the westerly right-of-way line of F.M. Road No 1389;

**THENCE** South 20 Degrees 15 Minutes 38 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 1928.31 feet to a 1/2" iron rod with cap Stamped "RPLS #5244" found at the beginning of a tangent curve to the right;

**THENCE** Southwesterly, along said tangent curve to the right having a central angle of 06 Degrees 00 Minutes 10 Seconds, a radius of 2814.61 feet, an arc distance of 294.88 feet and a chord bearing and distance of South 23 Degrees 29 Minutes 08 Seconds West, 294.74 feet to a 1/2" iron rod with cap Stamped "RPLS #5244" found for corner;

**THENCE** South 26 Degrees 35 Minutes 34 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 167.95 feet to a 3/8" iron rod found for corner;

**THENCE** South 44 Degrees 41 Minutes 05 Seconds West, departing the westerly right-of-way line of F.M. Road No 1389, along the southeasterly line of said Tract One and the

northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 563.18 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southeast corner of a called 9.017 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 340, D.R.K.C.T.;

**THENCE** North 00 Degrees 30 Minutes 57 Seconds West, along the common line between said Tract One and said 9.017 acre tract a distance of 81.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** North 14 Degrees 09 Minutes 54 Seconds West, passing a point for the northeast corner of said 9.017 acre tract, said point also being the southeast corner of a called 11.304 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 342, D.R.K.C.T., at a distance of 1145.15 feet, continuing on for a total distance of 3106.44 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast corner of said 11.304 acre tract;

**THENCE** North 45 Degrees 33 Minutes 31 Seconds West, along the common line between said Tract One and said 11.304 acre tract a distance of 479.93 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said 11.304 acre tract;

**THENCE** South 14 Degrees 09 Minutes 54 Seconds East, passing a point for the southwest corner of said 11.304 acre tract, said point also being the northwest corner of said 9.017 acre tract at a distance of 1946.13 feet, continuing on for a total distance of 3486.19 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 00 Degrees 30 Minutes 57 Seconds East, along the common line between said Tract One and said 9.017 acre tract, a distance of 300.10 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southwest corner of said 9.017 acre tract;

**THENCE** South 44 Degrees 41 Minutes 05 Seconds West, along the southeasterly line of said Tract One and the northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 505.82 feet to a 3/8" iron rod found for corner;

**THENCE** South 44 Degrees 03 Minutes 25 Seconds West, along said common line, a distance of 1258.47 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the most southerly corner of said Tract One and being located in the northerly right-of-way line of Kaufman Street;

**THENCE** along the southerly line of said Tract One and the northerly right-of-way line of Kaufman Street, the following courses:

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 830.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 33 Minutes 57 Seconds West, a distance of 12.99 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 1531.97 feet to the **POINT OF BEGINNING** and containing 14,518,138 square feet or 333.291 acres of land more or less.

**FIELD NOTES**  
**SOUTH TRACT NO. 2**

**BEING** a 150.805 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, and the P. Stockman Survey, Abstract No. 445 Kaufman County Texas, being all of a called 150.802 acre tract described in deed to The 160 MC Squared L.P, recorded in Volume 2447, Page 115 Deed Records Kaufman County, Texas (D.R.K.C.T.) and Instrument No. 200412505267 of the Deed Property Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at a southwest corner of said 150.802 acre tract and the easterly right of way-line of Combine Road and being the northwest corner of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded Volume 2000035, Page 3265, D.R.D.C.T.;

**THENCE** North 13 Degrees 06 Minutes 52 Seconds West, along the easterly line of said Combine Road and a west line of said 150.802 acre tract, a distance of 383.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said 150.802 acre tract and the southwest corner of a called 10.2009 acre tract of land, described in deed to James L. Miller, recorded in Volume 1769, Page 5, D.R.K.C.T., from which a 3/8" iron rod found bears North 13 Degrees 06 Minutes 52 Seconds West, a distance of 380.06 feet;

**THENCE** North 57 Degrees 39 Minutes 29 Seconds East, departing the easterly line of said Combine Road, along the south line of said 10.2009 acre tract and the north line of said 150.802 acre tract, a distance of 1245.80 feet to a 3/8" iron rod found for corner;

**THENCE** North 45 Degrees 20 Minutes 32 Seconds East, along said common line, a distance of 525.86 feet to a 3/8" iron rod found for the southeast corner of said 10.2009 acre tract and northeast corner of said 150.802 acre tract and the westerly line of called 10.3573 acre tract of land described in deed to to James L. Miller;

**THENCE** South 50 Degrees 55 Minutes 44 Seconds East, along said common line, a distance of 200.05 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

**THENCE** North 44 Degrees 12 Minutes 06 Seconds East, with the southerly line of said 10.3573, a distance of 1509.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northern most corner of said 150.802 acre tract, and being located in the southerly line of Kaufman Street;

**THENCE** South 50 Degrees 55 Minutes 38 Seconds East, with the southerly line of said Kaufman Street, and the northerly line of said 150.802 acre tract, a distance 1743.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast for of said 150.802 acre tract and the northwest corner of a called 40.862 acre tract described in deed to Kala R.

Dharma, recorded in Volume 1876, Page. 25 D.R.D.C.T., from which a 3/8" iron rod found bears South 53 Degrees 06 Minutes 55 Seconds East, a distance of 153.10 feet;

**THENCE** South 20 Degrees 45 Minutes 43 Seconds West, departing the southerly line of F.M. 1389, along the easterly line of said 150.802 acre tract and the westerly line of said 40.862 acre tract, a distance of 799.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 44 Degrees 26 Minutes 54 Seconds West, a distance of 2360.68 feet to a 3/8" iron rod found for the southeast corner of said 150.802 acre tract, and being located in the northerly line of a called 100 acre tract described in deed to Patsy Ruth Smith recorded in Document No. 201200182823 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

**THENCE** North 45 Degrees 29 Minutes 25 Seconds West, along the common line between said 100 acre tract and said 150.802 acre tract, a distance of 2045.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the easterly line of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded in Volume 2000035, Page 3265, D.R.D.C.T.;

**THENCE** North 44 Degrees 13 Minutes 15 Seconds East, along the common line between said 150.802 acre tract and said Rodriguez tract a distance of 144.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** North 45 Degrees 32 Minutes 25 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 175.11 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 44 Degrees 15 Minutes 15 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 689.71 feet to the **POINT OF BEGINNING** and containing 6,569,050 square feet or 150.805 acres of land more or less.

## FIELD NOTES

**BEING** a 26.215 acre tract of land situated in John the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, part of a tract described in deed to Wetlands Management L.P., recorded in Volume 2476, Page 377, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with cap stamped "Jones Carter" found for the west corner of said Wetlands Management tract, and being the southerly corner of Tract One, described in deed to MCM Kaufman Land Partners L.P., recorded in Volume 2195, Page 199, D.R.K.C.T., also being in the northerly Right-of-Way-line of Kaufman Street;

**THENCE** North 44 Degrees 03 Minutes 25 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1258.47 feet to a 3/8" iron rod found for corner;

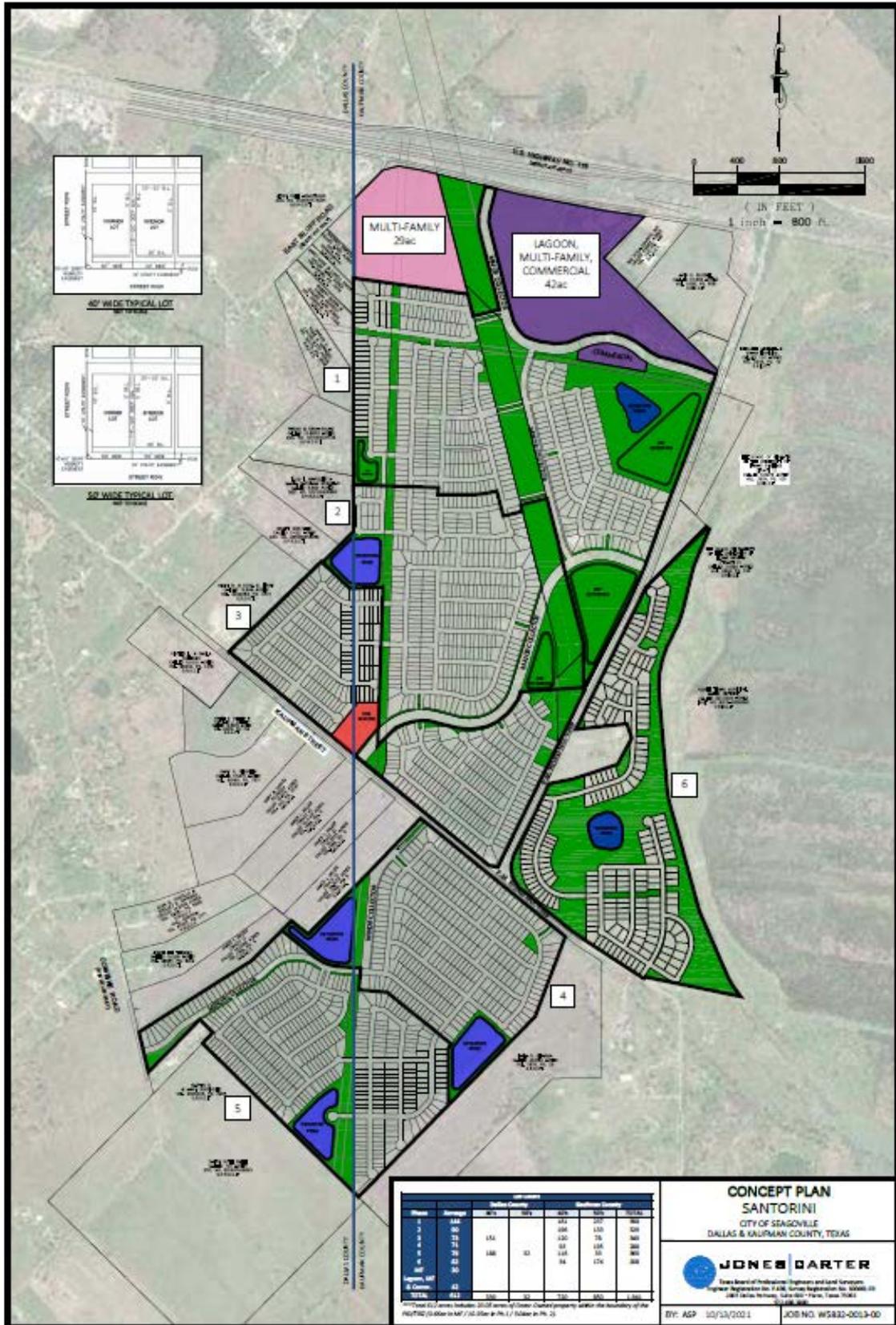
**THENCE** North 44 Degrees 41 Minutes 05 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1421.33 feet to a 3/8" iron rod found for corner in the westerly Right-of-Way line of F.M. Road No 1389 (90' Right-of-Way);

**THENCE** South 26 Degrees 28 Minutes 42 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, a distance of 2518.55 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the beginning of a tangent curve to the left;

**THENCE** Southwesterly, along said tangent curve to the left having a central angle of 40 Degrees 00 Minutes 17 Seconds, a radius of 364.81 feet, an arc distance of 254.72 feet and a chord bearing and distance of South 06 Degrees 29 Minutes 00 Seconds West, 249.58 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the northerly Right-of-Way line of Kaufman Street;

**THENCE** North 50 Degrees 55 Minutes 38 Seconds West, along the northerly right-of-way line of Kaufman Street, a distance of 931.92 feet to the **POINT OF BEGINNING** and containing 1,141,940 square feet or 26.215 acres of land more or less.

# EXHIBIT "B"



Zone	Average	Density Counting			Maximum Counting		
		DU/AC	DU/AC	DU/AC	DU/AC	DU/AC	DU/AC
1	80	24	24	20	20	20	
2	75	15A	150	75	150	150	
3	75	150	150	150	150	150	
4	75	150	150	150	150	150	
5	75	150	150	150	150	150	
<b>TOTAL</b>	<b>813</b>	<b>300</b>	<b>30</b>	<b>700</b>	<b>300</b>	<b>1,100</b>	

**CONCEPT PLAN**  
**SANTORINI**  
 CITY OF SEAGOVILLE  
 DALLAS & KAUFMAN COUNTY, TEXAS

**JONES BARTER**  
 Texas Board of Professional Engineers and Land Surveyors  
 Engineer Registration No. 2142, Survey Registration No. 20246-03  
 1801 Arctic Highway, Suite 100 • Fort Worth, Texas 76104  
 (817) 336-3800

BY: ASP 10/13/2021 JOB NO. WS932-0013-00

# EXHIBIT "C"

Exhibit 7D



Exhibit 7D



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5 STORY SAMPLE ELEVATIONS

Seagoville, Texas

201.147.01.04.2021  
Magistel

Exhibit 7D



ELEVATION 2



ELEVATION 4



ELEVATION 6

Exhibit 7D



ELEVATION 1



ELEVATION 3



ELEVATION 5



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### 3 STORY SAMPLE ELEVATIONS

Seagoville, Texas

2011.47.01.04.2021  
M. Reginald

**EXHIBIT "D"**

**LAGUNA**



**EXHIBIT “E”**

**FLOW RIDER**

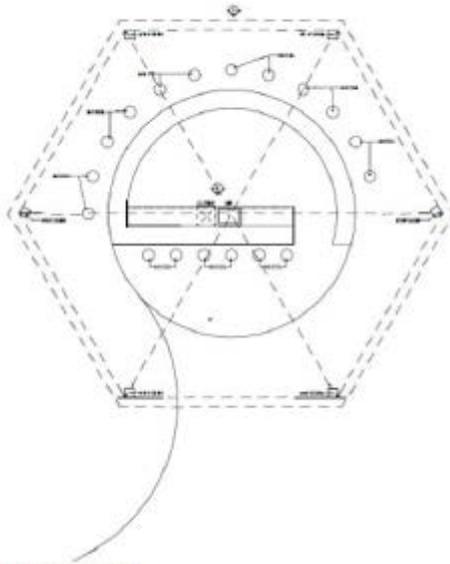


**EXHIBIT “F”**  
**SPLASH PARK**

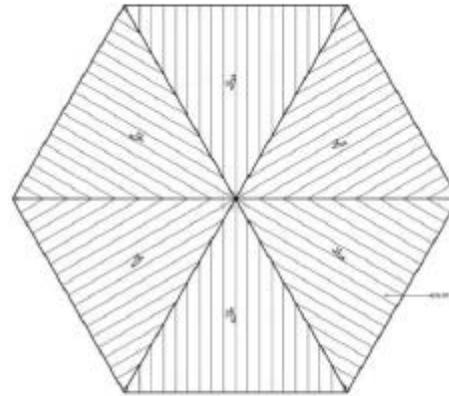


# EXHIBIT "G"

## SWIM-UP BAR



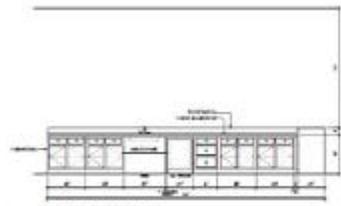
**1** SWIM UP BAR PLAN



**2** SWIM UP BAR ROOF PLAN



**3** SWIM UP BAR ELEVATION



**4** BAR ELEVATION

EXHIBIT "H"

NOW OPEN





 MEGATEL  
HOMES

 LAGUNA AZURE

EXHIBIT "I"



# EXHIBIT "J"

Exhibit 7C

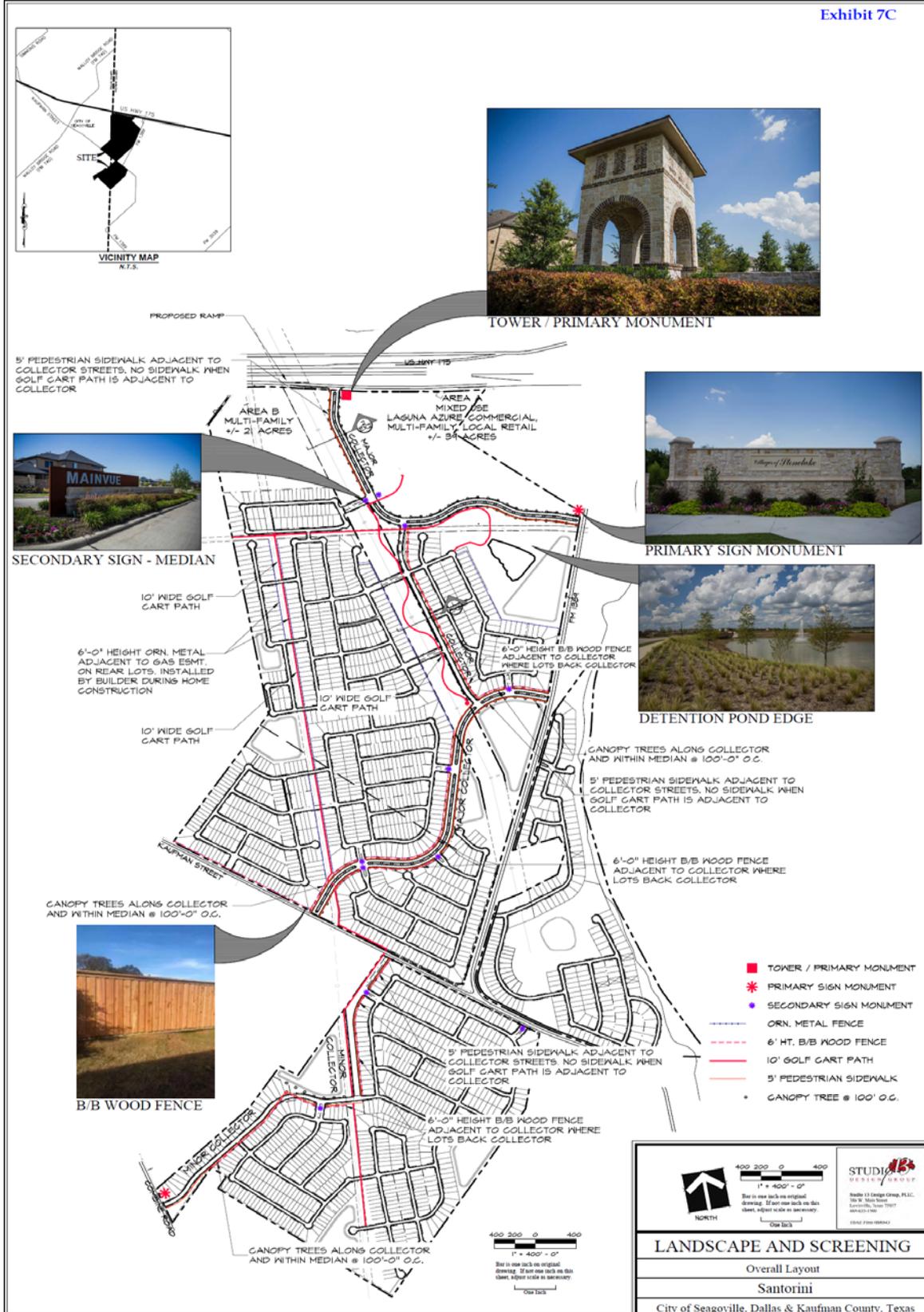


Exhibit 7C

## ***Regular Session Agenda Item: 4***

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Santorini Development Agreement by and between Seagoville Laguna Azure, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, for the development of approximately 591.788± acres of land within the city; authorizing the Mayor to execute the same; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Seagoville Laguna Azure LLC (the “Developer”) is in the process of acquiring for development, approximately 591.788 acres of real property depicted on Exhibit A (the “Property”) within the corporate limits of the City as mixed use development, in accordance with the applicable City Regulations (the “Project”).

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 (i) the creation a public improvement district over a portion of the Property and the levy of assessments (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”) and (ii) through the creation of a Tax Increment Reinvestment Zone (“the “TIRZ”) over all or a portion of the Property to reimbursement certain Public Improvement costs and through the granting of TIRZ funds for economic development within the TIRZ, in accordance with Chapter 311, Texas Tax Code, as amended.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – Approving Santorini Development Agreement  
Master 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 SANTORINI DEVELOPMENT AGREEMENT BY AND BETWEEN SEAGOVILLE LAGUNA AZURE, LLC AND THE CITY OF SEAGOVILLE, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 1, FOR THE DEVELOPMENT OF APPROXIMATELY 591.788 ± ACRES OF LAND WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Seagoville Laguna Azure LLC (the “Developer”) is in the process of acquiring for development, approximately 591.788 + acres of real property depicted on Exhibit A to the Development Agreement which is attached hereto as Exhibit 1 (the “Property”) within the corporate limits of the City as mixed use 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 (i) the creation a public improvement district over a portion of the Property and the levy of assessments (the “PID”) in accordance with Chapter 372 Texas Local Government Code, as amended (the “PID Act”) and (ii) through the creation of a Tax Increment Reinvestment Zone (“the “TIRZ”) over all or a portion of the Property to reimbursement certain Public Improvement costs and through the granting of TIRZ funds for economic development within the TIRZ, in accordance with Chapter 311, Texas Tax Code, as amended; and

**WHEREAS**, the City and the Developer desire to enter into a development agreement (the “Santorini Development Agreement”) that sets forth the agreement between the parties with respect to development of the Property, the Public Improvements and the levy of assessments in the PID;

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

**SECTION 1.** The City Council approves Santorini Development Agreement (with such changes as may be approved by the Mayor), by and between the Seagoville Laguna Azure, LLC and the City of Seagoville, in substantially the form attached hereto and incorporated herein as Exhibit 1, for the development of approximately 591.788 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 Mayor 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.** It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**SECTION 5.** 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 20<sup>th</sup> day of December, 2021.

APPROVED:

---

DENNIS K. CHILDRESS, MAYOR

ATTEST:

---

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

---

VICTORIA THOMAS, CITY ATTORNEY

(/cdb 12/16/2021)

**SANTORINI**

**DEVELOPMENT AGREEMENT**

**BETWEEN**

**SEAGOVILLE LAGUNA AZURE, LLC**

**AND**

**THE CITY OF SEAGOVILLE, TEXAS**

**Dated: December 20, 2022**

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## SANTORINI DEVELOPMENT AGREEMENT

This Santorini Development Agreement (this “**Agreement**”), dated as of December 20, 2022 (the “**Effective Date**”), (subject to termination as provided in Article 11) is entered into between Seagoville Laguna Azure, LLC a Texas 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 592 acres of real property depicted on Exhibit A attached hereto (the “Property”) within the corporate limits of the City primarily as a mixed use development containing single-family residential development, multi-family development and commercial and recreational use 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

\$ \_\_\_\_\_ 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 Seagoville Laguna Azure, 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 Santorini Development amenities to be constructed by the Developer and owned by the Developer or 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.

“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” means the City of Seagoville, Texas.

“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 approved Planned Development.

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

“City Tax Increment” means, for any given year beginning with the 2022 tax year, seventy percent (70%) of the ad valorem property taxes levied and collected by the City for that year on the captured appraised value of real property taxable by the City and located within the TIRZ for the term of the TIRZ, as set forth in Article IV herein.

“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.

“Commercial TIRZ Cap” means the total amount of \$66,675,000 payable from the Commercial TIRZ Account pursuant to Article IV herein.

“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).

“County Tax Participation Agreement” means the agreement between the City and the County whereby the County agreed to participate in the TIRZ.

“County Tax Increment” means, for any given year beginning with the 2022 tax year, means the percentage, identified in the County Tax Participation Agreement, of the ad valorem property taxes levied and collected by the County for that year on the captured appraised value of real property taxable by the County and located within the TIRZ

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

“Developer” means Seagoville Laguna Azure, LLC, its successors and permitted assigns.

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

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

“Economic Development Cap” means the amount to be paid to the Developer from the Economic Development Sub-Account of the Commercial TIRZ Account, such amount not to exceed \$66,675,000.

“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.

“Expected Closures” means the following closures of the Laguna: closures for inclement weather; closures mandated by a governmental entity, including shut-downs ordered by federal, state or local authorities, including a court of competent jurisdiction; shut-downs reasonably enacted by Operator to mitigate the spread of a pandemic/epidemic.

“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) during construction, 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.

“Impact Fees” means all utility and roadway impact fees relating to capital improvements that may be assessed and collected by the City on the Property in accordance with Chapter 395, Texas Local Government Code.

“Indenture(s)” means the applicable indenture of trust pursuant to which PID Bonds are issued.

“Laguna” means that certain 2.3 acre water feature described on Exhibit K and depicted on Exhibit N attached hereto.

“Landscape Regulations” means those regulations and standards for landscaping as contained in the PD.

“Landowner Consent” means a consent executed by the applicable owner(s) of the Property consenting to the formation of the PID and the levy of Assessments, in form attached hereto as Exhibit F.

“Laguna Completion Date” means a date that is no later than twenty-four (24) months after the Effective Date of this Agreement. Such date may be extended by two six (6) month extensions that may be granted by the City Manager upon request of the Developer.

“Major Component” means (i) the minimum 50,000 sq. ft. air-conditioned recreational building; (ii) sixteen (16) lane bowling alley; (iii) event lawn; and (iv) outdoor stage/entertainment area.

“Major Component Completion Date” means a date that is no later than twenty-four (24) months after the Effective Date of this Agreement. Such date may be extended by two six (6) month extensions that may be granted by the City Manager upon request of the Developer

“Normal Operating Period” shall be the time period during which the Laguna is open each year, as established by the Developer, and will include such months of the year and days of the week as similarly-situated, non-municipal water-based outdoor recreational facilities.

“Phase 1” means the first area of development in the PID, consisting of approximately 398 lots, as depicted on Exhibit I.

“Phase 1 Financing Date” means the date the City levies Assessments on Phase 1 of the Property, such date to be no later than December 31, 2022 which date may be extended by written agreement of the Parties.

“Phase 2” means the second area of development in the PID, consisting of approximately 329 lots, as depicted on Exhibit I.

“Phase 2 Financing Date” means the date the City levies Assessments on Phase 2 of the Property, such date to be no later than December 31, 2025, which date may be extended by written agreement of the parties.

“Phase 3” means the third area of development in the PID, approximately 349 lots, as depicted on Exhibit I.

“Phase 3 Financing Date” means the date the City levies Assessments on Phase 3 of the Property, such date to be no later than March 1, 2028, which date may be extended by written agreement of the Parties.

“Phase 4” means the fourth area of development in the PID, approximately 288 lots, as depicted on Exhibit I.

“Phase 4 Financing Date” means the date the City levies Assessments on Phase 4 of the Property, such date to be no later than March 1, 2031, which date may be extended by written agreement of the Parties.

“Phase 5” means the fifth area of development in the PID, approximately 369 lots, as depicted on Exhibit I.

“Phase 5 Financing Date” means the date the City levies Assessments on Phase 5 of the Property, such date to be no later than December 31, 2033, which date may be extended by written agreement of the Parties.

“Phase 6” means the sixth area of development in the PID, approximately 208 lots, as depicted on Exhibit I.

“Phase 6 Financing Date” means the date the City levies Assessments on Phase 6 of the Property, such date to be no later than December 31, 2036, which date may be extended by written agreement of the Parties.

“Phase 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. Such date may be extended by two six (6) month extensions that may be granted by the City Manager upon request of the Developer.

“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.

“Laguna” means the 2.3 acre laguna described in Section 2.01.

“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.

“Operator” means the operating entity for the Laguna.

“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 Santorini Public Improvement District.

“PID Phase ” means a Phase of development within the PID 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 Phase to get to a Final Lot Value.

“Project Cost 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 equal to the actual costs of the Public Improvements.

“Project Fund” means the fund by that name created under each Indenture into which PID Bond Proceeds shall be deposited.

“Property” means approximately 592 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.

“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.

“TIRZ Account” is defined in Section 4.01(a).

“TIRZ Act” means Chapter 311, Texas Tax Code, as amended.

“TIRZ(s)” means the tax increment reinvestment zone created by the City pursuant to Section 4.01 herein.

“TIRZ Bonds” means special assessment revenue bonds issued by the City containing a pledge of TIRZ Revenues.

“TIRZ Fund” means the fund set up by the City in order to receive the TIRZ Revenues in accordance with this Agreement, the TIRZ Act and the TIRZ Project and Finance Plan.

“TIRZ Project and Finance Plan” means those certain project plan and finance plan for the TIRZ required by Chapter 311, Texas Tax Code, as amended that sets for the projects to be undertaken in the TIRZ.

“TIRZ Reimbursement Cap” means the total amount to be reimbursed to the Developer for Public Improvement Project Costs from the Residential TIRZ Account and the County TIRZ

Account, such amount to be more more than the Actual Costs of the Public Improvements as identified in the Service and Assessment Plan or TIRZ Project and Finance Plan.

“TIRZ Revenues” means the revenues received from the City Tax Increment and the County Tax Increment collected and deposited to the applicable TIRZ Account.

“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 1,941 single family homes to be constructed in six (6) Phases:

- A. Phase 1 consisting of approximately 398 homes;
- B. Phase 2 consisting of approximately 329 homes;
- C. Phase 3 consisting of approximately 349 homes;
- D. Phase 4 consisting of approximately 288 homes;
- E. Phase 5 consisting of approximately 369 homes; and
- F. Phase 6 consisting of approximately 208 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 not be owned by the City and shall not be paid or reimbursed as a Public Improvement Project Cost.

### ARTICLE III

#### PUBLIC IMPROVEMENT DISTRICT

##### Section 3.01. Creation.

The Developer intends to request the creation of the PID that in total, encompasses the portion of the Property to be developed into single-family housing, 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 single-family portion of the Property) up to an aggregate principal amount of \$130,000,000 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 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.

(c) The following conditions must be satisfied prior to the City's consideration of the sale of PID Bonds:

(i) The date of the levy of Assessments for each Phase is on or before the applicable Phase Financing Date.

(ii) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$130,000,000.

(iii) The maximum "tax rate" for each Phase, including the projected annual assessment, shall be no greater than \$2.99 per \$100 of assessed value at the time of the levy of the Assessment on each PID Phase based on the Estimated Build Out Value of each parcel; such rate limit for each PID Phase 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.

(iv) the total assessment value to lien ratio is at least 2:1 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 Phase is at least 2:1 at the time of the issuance of PID Bonds for each PID Phase; such values shall be confirmed by appraisal from licensed MAI appraiser. Proceeds of PID Bonds shall be restricted and shall only be disbursed at a 3:1 lien ratio for each series of PID Bonds, and the applicable Indenture may contain a provision for the redemption of PID Bonds from unexpended proceed after the expiration of three years. The Developer shall provide to the City, if requested, certifications regarding the building and construction of the development for purposes of the City's obligations under Federal tax law.

(v) The Developer or its Affiliates, or another entity that has purchased a portion of the Property for development shall own all property within each Phase of the PID prior to the levy of Assessments for such Phase, or have otherwise complied with Section 3.04 herein. The City shall not levy Assessments without a recorded consent to the creation of the PID and the levy of Assessments from each property owner within the area to be assessed by the City.

(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, except that if an Event of Default has occurred and has been cured by the Developer, it shall not prevent the issuance of PID Bonds by the City;

(d) In no event shall the Developer be paid and/or reimbursed from PID Bond Proceeds, TIRZ Revenues or Assessment revenues for all Public Improvement Project Costs in an amount in excess of the Project Cost 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 Phase 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

Phase , 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 Phase to the City, the City shall begin the process to levy the Assessments by the applicable Phase 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 Phase . 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 Phase , 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 and/or Kaufman 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.

(c) The total assessment value to lien ratio must be at least 2:1 at the time of the levy of assessments.

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 Phase of the PID in which Assessments are to be levied, shall occur prior to the City's levy of Assessments in such Phase 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 TIRZ

##### Section 4.01. Tax Increment Reinvestment Zone.

(a) The City intends to create a tax increment reinvestment zone pursuant to and in accordance with the TIRZ Act for a term of forty (40) years. The Property shall be within the boundaries of the proposed TIRZ. The City shall create two separate accounts within the TIRZ Fund that correspond to the residential property within the TIRZ (the "Residential TIRZ Account") and the commercial property within the TIRZ (the "Commercial TIRZ Account"), in order to

identify and allocate the tax increment to the residential property and commercial property, respectively.

(b) The City shall create sub-accounts within the Residential TIRZ Account and the Commercial TIRZ Account. The Commercial TIRZ Account shall contain (i) the Economic Development Sub-Account and (ii) the Project Cost Sub-Account. The Residential TIRZ Account shall contain (i) the Assessment Sub-Account.

Section 4.02. Flow of County Tax Increment.

(a) The County Tax Increment collected within the commercial area of the TIRZ shall be deposited as follows:

(i) First, to Project Cost Sub-Account of the Commercial TIRZ Account to reimburse the Developer for Public Improvement Project Costs not paid from PID Bond Proceeds until the amount deposited to the Project Cost Sub-Account equals the Project Cost Cap; and

(ii) Second, to the Assessment Sub-Account of the Residential TIRZ Account to subsidize the Assessments in each year for for each PID Phase in order to lower the Annual Installments of the Assessments in each PID Phase

(b) The County Tax Increment collected within the residential area of the TIRZ shall be deposited as follows:

(i) First, to the Assessment Sub-Account of the Residential TIRZ Account to subsidize Assessments in each year for each PID Phase in order to lower the Annual Installments of the Assessments in each PID Phase to a level that produces an overall tax equivalent tax rate of \$2.99 per \$100 of assessed value for each parcel within the PID Phase as defined in the Service and Assessment Plan; and

(ii) Second, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs; and

(iii) Third, to the Project Cost Sub-Account of the Commercial TIRZ Account to reimburse the Developer for Public Improvement Project Costs not paid from PID Bond Proceeds in an amount that, together with amounts deposited to the Project Cost Sub-Account of the Commercial TIRZ Account, does not exceed the Project Cost Cap.

Section 4.03. Flow of Funds in Commercial TIRZ Account. The City Tax Increment collected within the commercial area of the TIRZ shall be deposited as follows:

(a) First, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs; and

(b) Second, \$1,500,000 shall be expended by the City to fund the City's acquisition of fire apparatus; and

(c) Third, to the City for its lawful use in the amount set forth in Section 4.05 below;  
and

(d) Fourth, to the Project Cost Sub-Account to reimburse the Developer for Public Improvement Project Costs not paid from PID Bond Proceeds in an amount that, together with amounts deposited to the Public Improvement Sub-Account of the Residential TIRZ Account, does not exceed the Project Cost Cap;

(e) Fifth, to the Economic Development Sub-Account until the amount deposited over time to the Economic Development Sub-Account equals the Economic Development Cap.

Section 4.04. Flow of Funds in Residential TIRZ Account. The City Tax Increment collected within the residential area of the TIRZ shall be deposited as follows:

(i) First, to the Assessment Sub-Account of the Residential TIRZ Account to subsidize Assessments in each year for each PID Phase in order to lower the Annual Installments of the Assessments in each PID Phase to a level that produces an overall tax equivalent tax rate of \$2.99 per \$100 of assessed value for each parcel within the PID Phase as defined in the Service and Assessment Plan; and

(ii) Second, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs; and

(iii) Third, to the Project Cost Sub-Account of the Commercial TIRZ Account to reimburse the Developer for Public Improvement Project Costs not paid from PID Bond Proceeds in an amount that, together with amounts deposited to the Project Cost Sub-Account of the Commercial TIRZ Account, does not exceed the Project Cost Cap.

Section 4.05. Duration of TIRZ Revenue.

(a) Deposits of the City Tax Increment shall continue into the Economic Development Sub-Account of the Commercial TIRZ Account for a period equal to the lesser of (i) the time required for the total aggregate amount reimbursed to the Developer to equal the Economic Development Cap, (ii) the termination of this Agreement or (iii) the expiration of the term of the TIRZ.

(b) Deposits of the City Tax Increment shall continue into the Project Costs Sub-Account of the Commercial TIRZ Account for a period equal to the lesser of (i) the time required for the total aggregate amount reimbursed to the Developer from the Public Improvement Cost Sub-Account and the Project Costs Sub-Account combined, equals the Project Cost Cap (ii) the termination of this Agreement or (iii) the expiration of the term of the TIRZ

(c) Deposits of the City Tax Increment shall continue into the Assessment Sub-Account of the Residential TIRZ Account until (i) the final maturity of all outstanding PID Bonds or (ii) the expiration of the term of the TIRZ

(d) Deposits of the City Tax Increment shall continue into the Public Improvement Cost Sub-Account of the Residential TIRZ Account for a period equal to the lesser of (i) the time

required for the total aggregate amount reimbursed to the Developer from the Public Improvement Cost Sub-Account and the Project Costs Sub-Account combined, to equal the Project Cost, (ii) the termination of this Agreement or (iii) the expiration of the term of the TIRZ

(e) Deposits of the County Tax Increment shall continue into the Assessment Sub-Account of the Residential TIRZ Account until (i) the final maturity of all outstanding PID Bonds or (ii) the expiration of the term of the TIRZ

(f) Deposits of the County Tax Increment shall continue into the Public Improvement Costs Sub-Account of the Residential TIRZ Account for a period equal to the lesser of (i) the time required for the total aggregate amount reimbursed to the Developer from the Public Improvement Cost Sub-Account and the Project Costs Sub-Account combined, to equal the Project Cost, (ii) the termination of this Agreement, (iii) the expiration of the term of the TIRZ, or (iv) the expiration of the term of the County Participation Agreement.

(g) Deposits of the County Tax Increment shall continue into the Project Costs Sub-Account of the Commercial TIRZ Account for a period equal to the lesser of (i) the time required for the total aggregate amount reimbursed to the Developer from the Public Improvement Cost Sub-Account and the Project Costs Sub-Account combined, to equal the Project Cost Cap, (ii) the termination of this Agreement, (iii) the expiration of the term of the TIRZ, or (iv) the expiration of the term of the County Participation Agreement

(h) The City Tax Increment allocable to the commercial area of the TIRZ shall be used for the following purposes:

Section 4.06. Dedication of TIRZ Revenue to City.

(a) Each year, the City shall receive, from the commercial area of the TIRZ, thirty percent of the of the total City Tax Increment generated. The amount of commercial TIRZ increment generated from multifamily units will be based on a minimum \$120,000 taxable assessed value, according to the formula set forth in (i) below. If the actual taxable assessed value of the multifamily units is higher, the calculated will be based on the higher, actual amount.

(i)  $TIRZ \text{ Revenues retained by City} = 30\% \times 120,000 \times (\text{the number of multifamily units within the TIRZ}) \times (\text{the City's then current tax rate}).$

(b) If, in any year, the taxable assessed value of the multifamily units within the TIRZ are less than \$120,000 and there are insufficient TIRZ Revenues to equal the amount set forth in (a)(i), the deficit amount shall be deducted from first, the deposit of the City Tax Increment to the Project Cost Sub-Account, and second, from the deposit of the City Tax Increment to the Economic Development Sub-Account.

Section 4.07. Suspension of Payments.

(a) If the Laguna does not reach Completion of Construction by the Laguna Completion Date, all payments from the Commercial TIRZ Account shall be suspended until the Laguna reaches Completion of Construction; and

(b) If any of the Major Components are closed pursuant to the closures listed in Section 4.09 below, all payments from the Commercial TIRZ Account shall be suspended as set forth below.

Section 4.08. Refunding of PID Bonds.

(a) Upon the refunding of any series of PID Bonds, any reduction in the assessments for such PID Bonds shall mean a dollar for dollar reduction in any TIRZ credit allocated to such PID Bonds.

Section 4.09. Closure of Laguna or Major Component and Impact on TIRZ. In the event of a closure of the Laguna or of any Major Component, excluding Expected Closures, expected to last two (2) or more days during the Normal Operating Period, the Operator shall notify the City in writing and shall include in such notification the expected date of re-opening. Such notice may be made by email.

(a) In the event of a closure, of the Laguna or of any Major Component of the Entertainment District, excluding Expected Closures, expected to last seven (7) or more days during the Normal Operating Period, Operator's notice to the City shall include documentation of the reason for the closure.

(b) In the event of a closure of the Laguna or of any Major Component, excluding Expected Closures, that lasts for thirty (30) consecutive days or more during the Normal Operating Period for which the Operator cannot provide documentation justifying the closure to the City's reasonable satisfaction, the payment to the Developer for the corresponding year, of the City Tax Increment from the Commercial TIRZ Account shall be retained by the City for its lawful use.

(i) While not exhaustive, the following events of closure shall be considered as reasonably justified closure for which payments to the Developer of the City Tax Increment shall not be retained by the City:

A. Closures to avoid a health or safety issue;

B. Unexpected or unanticipated repairs, including pipe or pump breakage in the Laguna;

C. The inability to obtain supplies or parts that are specific to and necessary for the Laguna or Major Component;

D. With respect to the Laguna, anticipated repairs that cannot be reasonably be performed outside of the Normal Operating Period.

E. Any other reason as determined to be reasonable by the City.

(c) In the event of a closure, excluding Expected Closures, of (i) the Laguna that lasts for an entire Normal Operating Period or (ii) any Major Component that lasts for 365 consecutive days, for which Laguna or Major Component closure the Operator cannot provide documentation justifying the closure that is reasonably acceptable to the City, the payment to the Developer for

each corresponding year of the City Tax Increment from the Commercial TIRZ Account, shall be retained by the City for its lawful use.

(d) The Laguna or a Major Component must be open for a minimum of three (3) consecutive weeks during the Normal Operating Period or for 365 days, respectively, to resume the payments to the Developer pursuant to Article 4 herein.

(i) Payments to the Developer of the City Tax Increment in the amount set forth in Section (i) above from the Commercial TIRZ Account shall be forfeited to the City for its lawful use, for the time period the Laguna or Major Component were closed.

(ii) The following events of closure shall be considered as a reasonably justified closure for which payments to the Developer of the City Tax Increment shall not be retained by the City:

- A. Closures to avoid a health or safety issue;
- B. Unexpected or unanticipated repairs;
- C. The inability to obtain supplies or parts that are specific to and necessary for the Laguna or Major Component;
- D. Any other reason as determined to be reasonable by the City.

(e) In the event of the closure of the Laguna or any Major Component, all other components of the Entertainment District that may operate independently shall continue to operate.

(f) In no event shall the Developer be reimbursed for all Public Improvement Project Costs in an amount in excess of the Reimbursement Cap or be reimbursed from the City Tax Increment and County Tax Increment in excess of the TIRZ Reimbursement Cap.

#### Section 4.10. TIRZ Fund.

In accordance with the TIRZ Project and Finance Plan, the City Tax Increment and County Tax Increment shall be deposited to the applicable TIRZ Account and the County TIRZ Account of the TIRZ Fund annually, upon adoption of the ordinance creating the TIRZ.

## ARTICLE V

### DEVELOPMENT

#### Section 5.01. 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 5.02. 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 attached hereto as Exhibit D, the Concept Plan attached hereto as Exhibit J 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 5.03. 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. The City agrees to allow Developer the use of any City easements, rights of way or owned property as is reasonably necessary for the construction and installation of the Public Improvements. If the Developer is unable to obtain such third-party rights-of-way, consents, or easements, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity), at Developer's cost, through the use of the City's power of eminent domain. Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees actually incurred by the City in the exercise of its eminent domain powers, such costs to be paid by the Developer pursuant to the Professional Services Agreement.

Section 5.04. 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 5.05. Conflicts. In the event of any conflict between this Agreement and any City Regulation, the City Regulations shall control.

Section 5.06. 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 VI

### DEVELOPMENT CHARGES

Section 6.01. 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 6.02. 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 and any other improvements requiring City review, according to the fee schedule adopted by the City Council at the time of plan review and permit issuance.

Section 6.03. 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 6.04. Park Fees. The park, open space and Amenities set forth in the PD and in Exhibit K shall satisfy the requirement for any parkland or open space dedication requirements or fees in lieu of as well as any park development fees.

Section 6.05. 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.

Section 6.06. School District Land Conveyance. The Developer shall discuss with Crandall Independent School District opportunities for land conveyance within the Property to Crandall Independent School District.

Section 6.07. Impact Fees. The City does not currently impose, assess or collect Impact Fees. For the duration of this Agreement, the Developer shall not be required to pay any Impact Fees that may hereinafter be enacted by the City over the Property.

## ARTICLE VII

### DEVELOPMENT SPECIFIC REQUIREMENTS

Section 7.01. Entry Fee to Laguna.

(a) A surcharge shall be charged on entry fees to the Laguna. Such surcharge shall apply only to entry into the Laguna and shall not include any fees charged for other activities, items or events. The surcharge shall be as follows:

(b) \$2.00 per entry with such revenue to be split as follows:

(i) \$1.00 to a recognized charity benefitting the Seagoville area (remitted quarterly), such charity to be selected by Developer subject to the right of the City Council to reject any selections by a two-thirds (2/3rds) vote of the City Council; and

(ii) \$1.00 to the City any lawful purpose (remitted quarterly).

(c) Such surcharge shall not interfere with the Entertainment District owners' ability to increase, decrease or waive entry fees. If entry fees are waived, such waiver shall operate to waive the surcharge. Such surcharge is not waived if the entry fee is increased or decreased.

(d) HOA members and guests will not be subject to the \$2.00 surcharge.

(e) Citizens of Seagoville who are not HOA member, will get ten percent (10%) discount for entry fee to access to the Laguna (excluding additional activities, items or events) upon showing of a current driver's license or other government-issued identification reflecting residence in the City.

(f) In the event the entry fee is increased, the City does not waive its surcharge.

Section 7.02. Oversizing. The Developer shall pay all oversizing costs for water in accordance with the City's water master plan and sewer, as shown on Exhibit M, to serve areas within the City or its extraterritorial jurisdiction.

Section 7.03. Sales Tax. An amount equal to half the City's sales tax revenues (the City's 1% sales tax levied pursuant to Chapter 321, Texas Tax Code) produced on the sale of construction goods (sales tax situs in Seagoville) shall be paid to the Developer pursuant to an economic development agreement. Developer will be responsible for providing the administration of the sales tax on the sale of construction goods and the City will verify the total amount received by the City with quarterly payments to the Developer pursuant to the economic development agreement.

Section 7.04. Operating Considerations. Subject to applicable law and the applicable City Regulation, the City agrees to permit alcohol sales within the Entertainment District. The Major Components may be open as early as 5:00 am and remain open until 2:00 am for special events, and such operating hours shall be permitted regardless of future City ordinances to the contrary.

Section 7.05. Signage. As of the Effective Date of this Agreement, the Developer may install:

(a) two (2) billboards sized up to 16' x 20', of the type shown in Exhibit R;

(b) Sales trailer on site; the Developer may submit a temporary site plan that shall be administratively approved by the City, which will require identification of drives and utilities and other matters required by the City Regulations. If the sales trailer has to be relocated, the Developer must again submit a temporary site plan to the City for administrative approval.

(c) A flagpole of up to 150'; and

(d) An LED sign included at entrance of the general type shown on Exhibit R that is allowed in the PD, the sign face not to exceed 30' x 50'.

Section 7.06. Land for Fire Station. The Developer shall dedicate land to the City for construction of a new fires station. Such dedication shall consist of a minimum of three (3) acres as shown on Exhibit L.

Section 7.07. Pump and Haul. To the extent that wastewater treatment service is required within the Property prior to sewer service is made available to the Property, the City agrees (i) to provide, at Developer's expense, or (ii) to allow Developer to provide, "pump and haul" service within the Property, including to the Laguna, and all related improvements and amenities, if and in the manner allowed under applicable law, including applicable regulations of the Texas Commission on Environmental Quality, or to make such other arrangements as are compatible with applicable law and regulations in order to adequately provide and address necessary wastewater treatment services until the completion of the wastewater service improvements. The City shall not withhold plat or plan approvals or refuse to issue building permits due to the timeliness of the Sewer System Extension, so long as Developer or City has made arrangements for pump and haul or similar services to transport wastes.

Section 7.08. Parking Calculation. For purposes of compliance with the PD for parking for the Laguna, the parking calculation as set forth in Exhibit S shall be deemed to be in compliance with City parking requirements.

## ARTICLE VIII

### CONSTRUCTION OF THE PUBLIC IMPROVEMENTS

#### Section 8.01. 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, including the City 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. The Public Improvements within each Phase shall reach Completion of Construction by the Public Improvement Completion Date.

(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 (which may be an easement) 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 8.02. 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, as follows:

**CITY OF SEAGOVILLE, TEXAS (“CITY”) SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR ANY LOSS, DAMAGE, INJURY OF ANY KIND OR CHARTER, INCLUDING DEATH, TO ANY PERSON, ENTITY, OR**

**PROPERTY ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S ACTS, INCLUDING NEGLIGENCE, WHETHER SUCH ACTS OR NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, OR SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, OR SUPPLIES OBTAINED IN FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT**

The Developer or its designee shall administer the contracts. The Public Improvement Project Costs, which are estimated on Exhibit C, shall be (i) 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 (ii) paid from the proceeds of PID Bonds issued to pay the Public Improvement Project Costs.

(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 8.03. 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 8.04. 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 8.05. 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 8.06. 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 8.07. Service and Capacity. Upon completion of the applicable water and sewer Public Improvements necessary to serve a phase of development, the City shall provide water and sewer service to such phase. The capacity and continuity of such service shall be the same as, and provision shall be on the same terms and conditions as, it provides to other of its in-city customers. The City hereby represents that it currently has and barring unforeseen events or contingencies that it will continue to have sufficient capacity to provide water and sewer service to the Property at full build out. City further represents that it presently knows of no anticipated events or contingencies that would adversely impact its ability to provide sufficient capacity for said services at full build out.

Section 8.08. 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 exercise of reasonable judgment, the City Representative shall review the title report using their normal and customary review process for an easement and shall only object to matters in the title report if they would do so for any other easement granted directly to the City or to be obtained by the City for a public improvement. 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 8.09. 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 by plat or separate instrument 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 8.10. 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 scheduled construction meetings as set forth in the construction contracts for 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;

(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 8.11. 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 or the Project and Financing Plan. 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 8.12. 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 8.13. 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 prior to the earlier of (i) the date of acceptance of the applicable Public Improvement by the City of the related Public Improvement or (ii) 180 days.

Section 8.14. 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 8.15. 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 standard City inspection fees.

(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 8.16. 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 IX

### PAYMENT OF PUBLIC IMPROVEMENTS

#### Section 9.01. 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 from Assessments 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 from 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 Project Cost Cap.

(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 9.02. Remaining Funds after Completion of a Public Improvement.

The Service and Assessment Plan shall be updated or amended, as applicable, such that the costs of the Public Improvements in the SAP match the costs set forth in the applicable construction contracts; provided that such adjustment of the SAP does not affect the benefit analysis. Then, 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 Phase and provided that all Public Improvements for such PID Phase, 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 Phase 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 9.03. Payment Process for Public Improvements.

(a) The City shall authorize reimbursement of the Public Improvement Project Costs from (i) PID Bond Proceeds or from (ii) Assessments collected in the PID as set forth in 9.04 below. The Developer shall submit a Payment Certificate to the City for Public Improvement Project Costs. 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 within fifteen (15) business days of receipt from the Developer. After review, the City shall send notice to the Developer of what is approved in each Payment Certificate and what is denied and will notify Developer of additional documentation needed. Approved costs in a Payment Certificate shall be forwarded for payment in a timely manner and the City will work with the Developer to resolve amounts not approved in each Payment Certificate.

(b) 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.

(c) 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 9.04. 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.

(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 9.05. 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 X

### REPRESENTATIONS AND WARRANTIES

#### Section 10.01. 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 10.02. 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 \_\_\_\_\_ 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 XI

### MAINTENANCE OF LANDSCAPE IMPROVEMENTS

#### Section 11.01. 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 and Kaufman 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 Phase and the HOA Maintenance Agreement, if any, must be approved and executed before any Assessments are levied by the City.

## ARTICLE XII

### TERMINATION EVENTS

#### Section 12.01. Developer Termination Events.

(a) The Developer may terminate this Agreement as to an Phase upon an Event of Default by the City.

#### Section 12.02. 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 except that the provisions of Article VII shall survive such termination.

(b) The City may terminate this Agreement and any related economic development agreement with respect to the applicable PID Phase and any remaining PID Phase , upon an uncured Event of Default by the Developer pursuant to Article XIV herein.

(c) The City may terminate this Agreement and any related economic development agreement, if Commencement of Construction of the private horizontal improvements within the Development has not occurred within three (3) years of the Effective Date.

#### Section 12.03. 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, with the exception of any of Developer's Public Improvement Project Costs that were previously advanced or incurred as of the date of termination, provided that a Payment Certificate for such Public Improvement Project Costs is submitted within ninety (90) days of the termination and is approved by the City pursuant to its normal and usual process for approving such Payment Certificate. The City must approve such Payment Certificate within thirty (30) days or submit to the Developer its objections/issues with such Payment Certificate and reasonably consult with the Developer to cure any insufficiencies in the Payment Certificate within an additional thirty (30) days.

Section 12.04. 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 XIII

TERM

This Agreement shall terminate upon the earlier of: (i) the expiration of forty (40) years from the Effective Date, (ii) the date on which the City and the Developer discharge all of their obligations hereunder, including Completion of Construction of the Public Improvements and payment of or reimbursement for the Public Improvement Project Costs pursuant to this Agreement (up to the Project Cost Cap), and the TIRZ Reimbursement Agreement (up to the TIRZ Reimbursement Cap), (iii) an Event of Default under Article XIII, or (iv) the occurrence of a termination event under Article XI. Notwithstanding the above, the provisions of Article VII of this Agreement shall survive termination.

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. 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.

(h) An event of default has occurred pursuant to a TIRZ Reimbursement Agreement or economic development agreement to entered into pursuant to this Agreement.

#### Section 14.02. 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.

(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 14.03. 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 14.04. 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 sixty (60) calendar days after written notice thereof is given by the Developer to the City.

#### Section 14.05. 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 14.06. 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 or TIRZ 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 14.07. Limitation on Damages.

In no event shall any Party have any liability under this Agreement for any exemplary or consequential damages.

Section 14.08. 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 XV

### INSURANCE, INDEMNIFICATION AND RELEASE

#### Section 15.01. 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 15.02. 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 15.03. 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 15.04. 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 15.05. 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 15.06. 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 XVI

GENERAL PROVISIONS

Section 16.01. 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  
PStallings@seagoville.us

With a copy to:            Attn: City Attorney  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, 1800 Ross Tower  
Dallas, Texas 75201  
vthomas@njdhs.com

To the Developer:        Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:            Attn: Ross S. Martin  
2728 N. Harwood Ste., Suite 500  
Dallas, Texas 75201  
rmartin@winstead.com

Section 16.02. 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 16.03. 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 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 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. 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, except an en-user homeowner, 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 16.04. 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 16.05. 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 16.06. 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 16.07. 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 16.08. 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 16.09. 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 16.10. 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 16.11. 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 16.12. 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 16.13. 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 16.14. 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 16.15. Exhibits.

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 16.16. 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 16.17. 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 16.18. No Acceleration.

All amounts due pursuant to this Agreement and any remedies under this Agreement are not subject to acceleration.

Section 16.19. Conditions Precedent.

This Agreement is expressly subject to, and the obligations of the Parties are conditioned upon the City levy of the Assessments or approval of a Reimbursement Agreement.

Section 16.20. 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.

Section 16.21. Recording Fees.

Any fees associated with the recording of documents in the real property records of Dallas and/or Kaufman 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 and/or Kaufman County of updates to the Service and Assessment Plan shall be paid as an administrative expense of the PID.

Section 16.22. 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 16.23. 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 16.24. 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 16.25. 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 16.26. Firearms.

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 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 16.27. 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: Dennis K. Childress  
Title: Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

[SIGNATURES CONTINUE ON NEXT PAGE]

**DEVELOPER**

\_\_\_\_\_

a \_\_\_\_\_

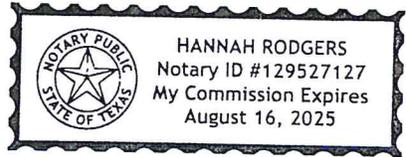
By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF TEXAS §  
                                  §  
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Aaron Epaur 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 CO-President and duly authorized representative of Seagoville Laguna Azuletic an Developer, 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 17<sup>th</sup> day of December, 2021.

Hannah M. Rodgers  
Notary Public, State of Texas  
My Commission Expires: 8-16-25



## EXHIBIT A

### PROPERTY DESCRIPTION

#### FIELD NOTES

#### NORTH TRACT NO. 1

**BEING** a 333.291 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, John D. Merchant Survey, Abstract No. 310 and the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, being all of Tract One, described in deed to MCM Kaufman Land Partners L.P., recorded in Volume 2195, Page 199, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

**BEGINNING** at a point for the west corner of said Tract One in the northerly right of way-line of Kaufman Street and the southeast corner of a called 13.988 acre tract described in deed to Ricky B. and Nova M. Kirby, recorded in Volume 2002083, Page 3372, Deed Records Dallas County, Texas (D.R.D.C.T.), from which a 1" iron pipe found bears North 45 Degrees 40 Minutes 43 Seconds East, a distance of 1.50 feet;

**THENCE** North 45 Degrees 40 Minutes 43 Seconds East, departing the right-of-way of said Kaufman Street along the common line between said Tract One and said 13.988 acre tract, a distance of 1632.87 feet to a 3/8" iron rod found for the northwest corner of said 383.295 acre tract, and being located in the southerly line of a called 2.985 acre tract of land described in deed to Luis E. Marquez and Maria Carolina Gramillo, recorded in Doc. No. 201100319866, Official Public records Dallas County, Texas, (O.P.R.D.C.T.);

**THENCE** North 00 Degrees 04 Minutes 58 Seconds East, along the east line of said 9.985 acre tract and the west line of said Tract One, a distance of 1101.02 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

**THENCE** North 00 Degrees 09 Minutes 18 Seconds West, along the west line of said Tract One, at a distance of 1191.15 feet passing a 3/8" iron rod found for the northeast corner a called 2.980 acre tract of land described in deed to Jerry Lane and Lanell Cheek, recorded in Volume 84160, Page 3578, D.R.D.C.T., and continuing for a total distance of 1992.69 feet to point in the centerline of East Bluff Drive;

**THENCE** North 45 Degrees 41 Minutes 45 Seconds East, along the centerline of East Bluff Drive, a distance of 390.76 feet to a point for corner in the southerly right-of-way line of U. S. Highway No 175;

**THENCE** along the northerly line of said Tract One and the southerly right-of-way line of U. S. Highway No 175, the following courses:

North 71 Degrees 02 Minutes 57 Seconds East, a distance of 50.80 feet to a concrete monument found for corner;

North 76 Degrees 03 Minutes 46 Seconds East, a distance of 89.06 feet to a concrete monument found for corner;

South 80 Degrees 43 Minutes 50 Seconds East, a distance of 234.89 feet to a concrete monument found for corner;

South 76 Degrees 05 Minutes 02 Seconds East, a distance of 920.20 feet to a concrete monument found for corner;

South 79 Degrees 04 Minutes 13 Seconds East, a distance of 800.72 feet to a concrete monument found for corner;

South 82 Degrees 04 Minutes 48 Seconds East, a distance of 399.84 feet to 1/2" iron rod found for a northeast corner of said Tract One and the northwest corner of a called 6.0062 acre tract, described in deed to The Rock Church, Inc., recorded in Volume 725, Page 486, D.R.K.C.T.;

**THENCE** South 44 Degrees 20 Minutes 26 Seconds West, departing the southerly right-of-way line of U. S. Highway No 175, along the west line of said 6.0062 acre tract, a distance of 547.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 45 Degrees 33 Minutes 45 Seconds East, along the south line of said 6.0062 acre tract and the north line of said Tract One, a distance of 1492.92 feet 3/8" iron rod found for the southeast corner of a called 1.61 acre tract, described in deed to Kenneth Michael and Starr Hopkins, recorded in Volume 2242, Page 42, D.R.K.C.T., and the westerly right-of-way line of F.M. Road No 1389;

**THENCE** South 20 Degrees 15 Minutes 38 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 1928.31 feet to a 1/2" iron rod with cap Stamped "RPLS #5244" found at the beginning of a tangent curve to the right;

**THENCE** Southwesterly, along said tangent curve to the right having a central angle of 06 Degrees 00 Minutes 10 Seconds, a radius of 2814.61 feet, an arc distance of 294.88 feet and a chord bearing and distance of South 23 Degrees 29 Minutes 08 Seconds West, 294.74 feet to a 1/2" iron rod with cap Stamped "RPLS #5244" found for corner;

**THENCE** South 26 Degrees 35 Minutes 34 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 167.95 feet to a 3/8" iron rod found for corner;

**THENCE** South 44 Degrees 41 Minutes 05 Seconds West, departing the westerly right-of-way line of F.M. Road No 1389, along the southeasterly line of said Tract One and the

northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 563.18 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southeast corner of a called 9.017 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 340, D.R.K.C.T.;

**THENCE** North 00 Degrees 30 Minutes 57 Seconds West, along the common line between said Tract One and said 9.017 acre tract a distance of 81.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** North 14 Degrees 09 Minutes 54 Seconds West, passing a point for the northeast corner of said 9.017 acre tract, said point also being the southeast corner of a called 11.304 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 342, D.R.K.C.T., at a distance of 1145.15 feet, continuing on for a total distance of 3106.44 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast corner of said 11.304 acre tract;

**THENCE** North 45 Degrees 33 Minutes 31 Seconds West, along the common line between said Tract One and said 11.304 acre tract a distance of 479.93 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said 11.304 acre tract;

**THENCE** South 14 Degrees 09 Minutes 54 Seconds East, passing a point for the southwest corner of said 11.304 acre tract, said point also being the northwest corner of said 9.017 acre tract at a distance of 1946.13 feet, continuing on for a total distance of 3486.19 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 00 Degrees 30 Minutes 57 Seconds East, along the common line between said Tract One and said 9.017 acre tract, a distance of 300.10 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southwest corner of said 9.017 acre tract;

**THENCE** South 44 Degrees 41 Minutes 05 Seconds West, along the southeasterly line of said Tract One and the northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 505.82 feet to a 3/8" iron rod found for corner;

**THENCE** South 44 Degrees 03 Minutes 25 Seconds West, along said common line, a distance of 1258.47 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the most southerly corner of said Tract One and being located in the northerly right-of-way line of Kaufman Street;

**THENCE** along the southerly line of said Tract One and the northerly right-of-way line of Kaufman Street, the following courses:

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 830.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 33 Minutes 57 Seconds West, a distance of 12.99 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 1531.97 feet to the **POINT OF BEGINNING** and containing 14,518,138 square feet or 333.291 acres of land more or less.

## FIELD NOTES

**BEING** a 26.215 acre tract of land situated in John the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, part of a tract described in deed to Wetlands Management L.P., recorded in Volume 2476, Page 377, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with cap stamped "Jones Carter" found for the west corner of said Wetlands Management tract, and being the southerly corner of Tract One, described in deed to MCM Kaufman Land Partners L.P., recorded in Volume 2195, Page 199, D.R.K.C.T., also being in the northerly Right-of-Way-line of Kaufman Street;

**THENCE** North 44 Degrees 03 Minutes 25 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1258.47 feet to a 3/8" iron rod found for corner;

**THENCE** North 44 Degrees 41 Minutes 05 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1421.33 feet to a 3/8" iron rod found for corner in the westerly Right-of-Way line of F.M. Road No 1389 (90' Right-of-Way);

**THENCE** South 26 Degrees 28 Minutes 42 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, a distance of 2518.55 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the beginning of a tangent curve to the left;

**THENCE** Southwesterly, along said tangent curve to the left having a central angle of 40 Degrees 00 Minutes 17 Seconds, a radius of 364.81 feet, an arc distance of 254.72 feet and a chord bearing and distance of South 06 Degrees 29 Minutes 00 Seconds West, 249.58 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the northerly Right-of-Way line of Kaufman Street;

**THENCE** North 50 Degrees 55 Minutes 38 Seconds West, along the northerly right-of-way line of Kaufman Street, a distance of 931.92 feet to the **POINT OF BEGINNING** and containing 1,141,940 square feet or 26.215 acres of land more or less.

**FIELD NOTES**  
**PID LEGAL #2**

**BEING** a 81.467-acre tract of land situated in the Peter Stockman Survey No. 57, Abstract No. 445, Kaufman County, Texas; being a portion of that certain tract of land as described in a Special Warranty Deed to Wetlands Management, LP in Volume 2476, Page 377 and further referenced as being a portion of Tract 1 called to contain 1682.50 acres to Caroline Hunt Trust Estate as described in Volume 430, Page 465 of the Deed Records of Kaufman County, Texas; said 81.467 acres being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, North Central Zone, 4202:

**BEGINNING:** at a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found on a Western line of the Second Tract called to contain 2,314.1631 acres in a Special Warranty Deed & Grant & Reservation of Easements to North Texas Municipal Water District in Volume 5314, Page 79 (Instrument No. 2017-0005060) of the Deed Records of Kaufman County, Texas, an Eastern line of the remainder of the said Wetlands Management, LP tract for the Northeastern corner of Tract 1 called to contain 98.758 acres in a General Warranty Deed to Wetland Farm, LLC in Volume 6404, Page 305 of the Deed Records of Kaufman County, Texas, for the Southeastern corner of this herein described tract, from which a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of said Tract 1, a corner of the said 2,314.1631 acre tract, a corner of the remainder of the said Wetlands Management, LP tract bears with a curve to the left having a Delta angle of  $1^{\circ}14'05''$ , a Radius of 1030.00 feet, an Arc length of 22.20 feet with the Chord of the curve South  $39^{\circ}53'23''$  East a distance of 22.20 feet;

**THENCE:** North  $78^{\circ}13'15''$  West a distance of 907.33 feet along the Northernmost line of the said Tract 1 – 98.758 acres, a line of the remainder of the said Wetlands Management, LP tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 98.758-acre tract, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** South  $32^{\circ}44'27''$  West a distance of 17.74 feet continuing along a line of the said Tract 1 – 98.758 acres, a line of the remainder of the said Wetlands Management, LP tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Northeastern line of Farm to Market Road No. 1389 (90' right-of-way) for a corner of the said 98.758-acre tract, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North  $57^{\circ}11'22''$  West a distance of 650.26 feet along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the remainder of the said Wetlands Management LP tract in Volume 2476, Page 377, a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** Continuing along a Northeastern line of said Farm to Market Road No. 1389, a curve to the right having a Delta angle of  $6^{\circ}16'00''$ , a Radius of 2819.76 feet, an Arc length of 308.41 feet with the Chord of the curve North  $54^{\circ}03'22''$  West a distance of 308.25 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North  $50^{\circ}55'22''$  West a distance of 452.08 feet continuing along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of

said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** Continuing a Northeastern line of said Farm to Market Road No. 1389, with a curve to the right having a Delta angle of 77°15'00", a Radius of 273.31 feet, an Arc length of 368.50 feet with the Chord of curve North 12°17'52" West a distance of 341.21 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North 26°19'38" East a distance of 737.75 feet along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8 inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract, on an occupational Southern fence line reported to be in the same location for 57 years for the Victor W. York tract not conforming to the called 3.343 acres as described in Volume 3492, Page 270 of the Deed Records of Kaufman County, Texas, from which a fence corner found bears South 77°52'30" West a distance of 2.46 feet;

**THENCE:** Along the said Occupational fence line as follows:

North 77°52'30" East a distance of 232.35 feet to a fence corner found;  
North 71°57'40" East a distance of 434.71 feet to a fence corner found;  
North 27°46'11" East a distance of 279.47 feet to a fence corner found;  
North 18°35'36" West a distance of 141.50 feet to a fence corner found;

**THENCE:** South 83°26'09" West a distance of 476.17 feet continuing with the said occupational fence line to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Southeastern line of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** North 26°19'38" East a distance of 1099.75 feet continuing along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** North 26°17'38" East a distance of 279.44 feet continuing along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** Continuing along the Southeastern line of said Farm to Market Road No. 1389, with a curve to the left having a Delta angle of 2°04'27", a Radius of 2909.79 feet, an Arc length of 105.34 feet with the Chord of curve North 25°15'25" East a distance of 105.33 feet to a 5/8 inch iron rod with cap stamped "Jones|Carter" set for the Southern corner of Tract 2 called to contain 3.1682 acres to The Board of Regents of the University of Texas as described in Volume 3824, Page 100 of the Deed Records of Kaufman County, Texas, from which a 1/2 inch iron rod found for a corner of said Farm to Market Road No. 1389, a corner of the said 3.1682 acre tract bears with a curve to the left having a Delta angle of 3°55'33", a Radius of 2909.79 feet, and Arc length of 199.37 feet with the Chord of the curve North 22°15'25" East a distance of 199.33 feet;

**THENCE:** North 44°40'21" East a distance of 796.06 feet along the Southeastern line of the said 3.1682 acre tract, a line of the remainder of the said Wetlands Management LP tract to a calculated point in water for the Northeastern corner of the said 3.1682 acre tract, on a line of the said Second Tract called to

contain 2,314.1631 acres of land to North Texas Municipal Water District as described in a Special Warranty Deed & Grant & Reservation of Easements in Volume 5314, Page 79 (Instrument No. 2017-0008060) of the Deed Records of Kaufman County, Texas, for the Northernmost corner of this herein described tract, from which a 1/2 inch iron rod with yellow plastic cap found on the Southeastern line of said Farm to Market Road No. 1389 for the Northwestern corner of the said 3.1682 acre tract, the Southwestern corner of Tract 1 called to contain 6.8279 acres as described in said Volume 3824, Page 100 bears North 45°36'53" West at 39.69 feet pass a found 5/8 inch iron rod disturbed a distance in all of 352.46 feet;

**THENCE:** South 45°36'53" East a distance of 41.65 feet along a line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 23°42'59" West a distance of 257.26 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 9°53'44", a Radius of 1030.00 feet, an Arc length of 177.89 feet with the Chord of the curve South 18°46'07" West a distance of 177.67 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 13°49'16" West a distance of 355.17 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631 acres, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the right having a Delta angle of 14°17'42", a Radius of 870.00 feet, an Arc length of 217.06 feet with the Chord of the curve South 20°58'07" West a distance of 216.50 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 28°06'57" West a distance of 87.52 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631 acres, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 32°58'40", a Radius of 930.00 feet, an Arc length of 535.28 feet with the Chord of the curve South 11°37'38" West a distance of 527.92 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 04°51'42" East a distance of 836.37 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 10°35'04", a Radius of 1230.00 feet, an Arc length of 227.22 feet with the Chord of the curve South 10°08'46" East a distance of 226.90 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 15°26'17" East a distance of 968.76 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 7°52'27", a Radius of 530.00 feet, an Arc length of 72.84 feet with the Chord of the curve South 19°26'03" East a distance of 72.78 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 23°17'20" East a distance of 559.34 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631 acre tract with a curve to the left having a Delta angle of 15°56'15", a Radius of 1030.00 feet, an Arc length of 286.51 feet with the Chord of the curve South 31°18'12" East a distance of 285.58 feet to the **POINT OF BEGINNING** and containing 81.467-acres of land.

**FIELD NOTES**  
**PID LEGAL #3**

**BEING** a 150.805 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, and the P. Stockman Survey, Abstract No. 445 Kaufman County Texas, being all of a called 150.802 acre tract described in deed to The 160 MC Squared L.P, recorded in Volume 2447, Page 115 Deed Records Kaufman County, Texas (D.R.K.C.T.) and Instrument No. 200412505267 of the Deed Property Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at a southwest corner of said 150.802 acre tract and the easterly right of way-line of Combine Road and being the northwest corner of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded Volume 2000035, Page 3265, D.R.D.C.T.;

**THENCE** North 13 Degrees 06 Minutes 52 Seconds West, along the easterly line of said Combine Road and a west line of said 150.802 acre tract, a distance of 383.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said 150.802 acre tract and the southwest corner of a called 10.2009 acre tract of land, described in deed to James L. Miller, recorded in Volume 1769, Page 5, D.R.K.C.T., from which a 3/8" iron rod found bears North 13 Degrees 06 Minutes 52 Seconds West, a distance of 380.06 feet;

**THENCE** North 57 Degrees 39 Minutes 29 Seconds East, departing the easterly line of said Combine Road, along the south line of said 10.2009 acre tract and the north line of said 150.802 acre tract, a distance of 1245.80 feet to a 3/8" iron rod found for corner;

**THENCE** North 45 Degrees 20 Minutes 32 Seconds East, along said common line, a distance of 525.86 feet to a 3/8" iron rod found for the southeast corner of said 10.2009 acre tract and northeast corner of said 150.802 acre tract and the westerly line of called 10.3573 acre tract of land described in deed to James L. Miller;

**THENCE** South 50 Degrees 55 Minutes 44 Seconds East, along said common line, a distance of 200.05 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

**THENCE** North 44 Degrees 12 Minutes 06 Seconds East, with the southerly line of said 10.3573, a distance of 1509.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northern most corner of said 150.802 acre tract, and being located in the southerly line of Kaufman Street;

**THENCE** South 50 Degrees 55 Minutes 38 Seconds East, with the southerly line of said Kaufman Street, and the northerly line of said 150.802 acre tract, a distance 1743.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast for of said 150.802 acre tract and the northwest corner of a called 40.862 acre tract described in deed to Kala R.

Dharma, recorded in Volume 1876, Page. 25 D.R.D.C.T., from which a 3/8" iron rod found bears South 53 Degrees 06 Minutes 55 Seconds East, a distance of 153.10 feet;

**THENCE** South 20 Degrees 45 Minutes 43 Seconds West, departing the southerly line of F.M. 1389, along the easterly line of said 150.802 acre tract and the westerly line of said 40.862 acre tract, a distance of 799.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 44 Degrees 26 Minutes 54 Seconds West, a distance of 2360.68 feet to a 3/8" iron rod found for the southeast corner of said 150.802 acre tract, and being located in the northerly line of a called 100 acre tract described in deed to Patsy Ruth Smith recorded in Document No. 201200182823 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

**THENCE** North 45 Degrees 29 Minutes 25 Seconds West, along the common line between said 100 acre tract and said 150.802 acre tract, a distance of 2045.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the easterly line of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded in Volume 2000035, Page 3265, D.R.D.C.T.;

**THENCE** North 44 Degrees 13 Minutes 15 Seconds East, along the common line between said 150.802 acre tract and said Rodriguez tract a distance of 144.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** North 45 Degrees 32 Minutes 25 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 175.11 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 44 Degrees 15 Minutes 15 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 689.71 feet to the **POINT OF BEGINNING** and containing 6,569,050 square feet or 150.805 acres of land more or less.

Exhibit B

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 AGRICULTURE (AG) AND SINGLE FAMILY RESIDENTIAL (R-1) TO PLANNED DEVELOPMENT FOR MIXED USE INCLUDING SINGLE FAMILY, MULTI-FAMILY AND COMMERCIAL (PD-21-05) ON THE FOLLOWING TRACTS HAVING A COMBINED TOTAL AREA OF APPROXIMATELY 591.788± ACRES: (1) KAUFMAN COUNTY PARCEL NUMBERS 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 AND 12613 IN THE PETER STOCKMAN ABSTRACTS AND (2) DALLAS COUNTY PARCEL NUMBERS 65085008510140900, 65085008010230000, AND 65174264510010000 IN THE JOHN D. MERCHANT ABSTRACTS, ALL BEING LEGALLY DESCRIBED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF A CONCEPT PLAN AND ELEVATIONS; 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. Z2021-09 should be approved as set forth more fully hereinbelow, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be accordingly amended.

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

**SECTION 1. Change of Zoning Classification.** The Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby, further amended by granting a change in zoning from Agriculture (AG) and Single Family Residential (R-1) to Planned Development for Mixed Use Including Single Family, Multi-Family, and Commercial (PD-21-05) on the following tracts having a combined total area of approximately 591.788 acres: (1) Kaufman County Parcel Numbers 9462, 9465, 9466, 9467, 9470, 9471, 9472, 9477, 9483, 12570, 12604 and 12613 in the Peter Stockman Abstracts and (2) Dallas County

Parcel Numbers 65085008510140900, 65085008010230000, and 65174264510010000 in the John D. Merchant Abstracts, all in the City of Seagoville, Texas and being legally described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property”).

**SECTION 2. Development and Use Standards.**

**A. Concept Plan.** The Property shall be developed and used in accordance with the City of Seagoville Code of Ordinances, Zoning Ordinance, Subdivision Ordinance and/or Regulations Landscaping Requirements, and Construction Standards and the Concept Plan attached hereto and incorporated herein by this reference as Exhibit “B”.

**B. Open Space Requirements.** The open spaces as shown on the Concept Plans, Exhibits “B” and “D”, shall be shared with all uses within the planned development. This open space shall fulfill the open space requirements for all uses within the planned development

**C. Landscaping Requirements.** The Property shall be developed with landscaping in compliance with the City’s Landscaping Requirements as modified by the following:

- A. All areas other than sand beaches, water surface area, patios, sidewalks, and other impervious flatwork shall be completely planted with sod;
- B. Main thoroughfares (i.e. collector roads) throughout the Property and the entryway to the Commercial District shall be heavily landscaped with a minimum of twice the number of trees and shrubs required by the City’s Landscaping Requirements; and
- C. An automatic irrigation system shall be installed along the length of all main thoroughfares throughout the Property and in all green spaces on the Property to irrigate all landscaping
- D. The location and design of landscape and open space shall be submitted for approval with the final site plan and preliminary plat.

**D. Lighting.** The developer shall provide decorative street lighting throughout the Property, specifically from Oncor’s street lighting package, as offered to developer in their installation package.

**E. Sidewalks.** All sidewalks and barrier free ramps within the Property shall be four (4’) feet wide or five (5’) feet wide along collector roads and shall be built in accordance with City standards, unless adjacent to a Hike and Bike Trail where a sidewalk will not be required. Barrier free ramps shall be located at all street intersections and shall be constructed by Developer concurrently with street construction. The Developer shall construct all sidewalks that front a common area or lots owned by the HOA. Sidewalks fronting or siding a residential lot shall be constructed by the home builder concurrent with home construction.

**F. Screening.** The location and design of screening shall be submitted for approval with the final site plan and preliminary plat. Construction plans for screening fence/wall will be included as a part of the public works final civil engineering plans prior to final plat approval for each phase. Screening shall meet or exceed the requirements shown on the Landscape and Screening Layout attached hereto and incorporated herein by this reference as Exhibit “J”.

**G. Additional Permitted Uses.**

i. Sales and Leasing Offices shall be allowed during the development and marketing of the Property. Sales and Leasing Offices shall be removed when 100% of the single-family lots have been sold. Sales and Leasing Offices will be permanent in the Commercial and Multi-Family Districts as defined herein.

ii. Temporary buildings such as construction trailers shall be allowed during construction and shall be removed upon completion of each phase of development.

**H. Single Family District Regulations.** The area of the Property identified on the Concept Plan as IA, IB, II, IIIA, IIIB, IV, V, and VI (collectively, the “SF District”) shall be developed and used in accordance with the regulations of the Zoning Ordinance applicable to the use and development of property located within a Single Family Residential (R-5) Zoning District, modified as follows:

**1. Lot and Dwelling Development Standards:**

Maximum No. of Total Dwelling Units	1941
Max. No. of Dwelling Units Phase I	398
Max. No. of Dwelling Units Phase II	329
Max. No. of Dwelling Units Phase III	349
Max No. of Dwelling Units Phase IV	288
Max No. of Dwelling Units Phase V	369
Max No. of Dwelling Units Phase VI	208
Minimum Dwelling Size	1600 SF air-conditioned for 20% of lots 1700 SF air conditioned for 80% of lots
Maximum Lot Coverage	50%
Maximum Height	Two and one-half stories or 36 feet

2. **Minimum Lot Sizes and Areas.** At least forty percent (40%) of lots shall be 50-foot lots and all remaining lots shall be 40-foot lots or larger. At least sixty percent (60%) of the 50-foot lots shall have a minimum lot area of 6,000 square feet and all remaining 50-foot lots shall have a minimum lot area of 5,750 square feet. At least sixty percent (60%) of the 40-foot lots shall have a minimum lot area of 4,800 square feet and all remaining 40-foot lots shall have a minimum lot area of 4,600 square feet.

3. **Minimum Lot Width.** Forty-foot lots shall be forty feet measured at the front building setback. Fifty-foot lots shall be fifty feet measured at the front building setback. Minimum lot width for all lots measured at the Right-of-way on cul-de-sacs, knuckles, eye-brows and curves shall be thirty-five (35’) feet.

4. **Minimum Lot Depth.** Minimum lot depth for 40-foot lots having a minimum lot area of 4,600 square feet and for 50-foot lots having a minimum lot area of 5,750 square feet shall be 115 feet. Minimum lot depth for 40-foot lots having a minimum lot area of 4,800 square feet and for 50-foot lots having a minimum lot area of 6,000 square feet shall be 120 feet. Minimum lot depth for lots measured at cul-de-sacs, knuckles, eyebrows and curves shall be 105 feet.

5. **Minimum Front Yard.** Minimum front yard requirement for all lots shall be 20 feet.
6. **Minimum Garage Door Face Setback.** Minimum garage door face setback for all lots shall be 20 feet.
7. **Minimum Side Yard Setback.** Minimum side yard setback for all lots shall be five (5') feet for interior side yards and ten (10') feet for corner lots on the street side only.
8. **Roof Pitch.** Roof pitch of all homes shall be 6:12 minimum, except over stoops or porches, where a 4:12 minimum is allowed.
9. **Masonry.** Eighty percent (80%) masonry on all structures below the ceiling plate; above the ceiling plate all sides that have siding to be cementitious;
10. **Unique Architectural Features.** The front façade of every house shall incorporate at least three (3) of the following into its design and construction:
  - i. Distinctive window patterns;
  - ii. Balconies, bays, box-outs, faux balconies, window overhangs, or secondary roof eaves with exaggerated projections and decorative supporting rafter beams;
  - iii. Changes of color, texture, or material, either diagonally, horizontally or vertically, aesthetically proportional to the façade;
  - iv. Changes in plane with a depth of at least 24 inches, either diagonally, horizontally, or vertically, aesthetically proportional to the façade; and
  - v. Changes in roofline, such as variations in roof pitch, overhangs, projections, exaggerated cornices, dormers, and extended eaves.
11. **Anti-Monotony.** Minimum of nine (9) elevation options. Same elevation must have three (3) different elevations between them, on the same side of the street. Same elevation cannot be directly across the street;
12. **HOA Responsibility.** Homeowners' Association will be responsible for installation and maintenance of landscaping and general maintenance for all open spaces, green spaces, common areas, detention ponds, retention ponds, raised medians, screening walls, trails, lawns, landscaped entrances to SF District(s), rights-of-way and any other common improvements or appurtenances;
13. **Garages and Garage Doors.** Garage doors facing street must be painted ornate metal, painted composite or wood. Garages can only release into residential streets and not into collector roads, unless slip roads are utilized or unless shown on the approved Concept Plan, Exhibit "B";
14. **Bonds.** Developer to provide two (2) year maintenance bonds on water, sewer, drainage and roadway infrastructure, commencing on date of City acceptance;
15. **Sidewalks.** Residential sidewalks four feet (4') feet wide along both sides of all residential streets;

16. **Street Lighting.** The developer shall provide decorative street lighting, specifically from Oncor’s street package.
17. **Hike and Bike Trails.** Concrete hike and bike trails shall be designed and constructed to be
  - a. Six feet (6’) wide along both sides of all major collector streets and
  - b. Four feet (4’) wide along both sides of all residential streets;
18. **Screening.** Eighty percent (80%) masonry screening fences (rock, stone or brick) surrounding each of the eight (8) areas designated on the Concept Plan, Exhibit “B” hereto as IA, IB, II, IIIA, IIIB, IV, V, and VI;

**I. Multi-Family District Regulations**

The area of the Property identified on the Concept Plan as “Multi-Family” and any portion of the area identified on the Concept Plan as “Lagoon, Multi-Family, Commercial” upon which multi-family housing is to be constructed (collectively, the “MF District”) shall be developed and used in accordance with the regulations of the Zoning Ordinance applicable to the use and development of property located within a Multifamily (MF) Zoning District, modified as follows:

**1. Lot and Dwelling Development Standards.**

Maximum No. of Dwelling Units	1200
Minimum Lot Area	For 5-story: 450 SF/unit For 3-story: 800 SF/unit
Maximum Lot Density	For 5-story: 100 units/acre For 3-story: 48 units/acre
Minimum Unit Size	500 Square Feet – Efficiency 600 Square Feet – 1 Bedroom 875 Square Feet – 2 Bedroom or more for the first two bedrooms plus an additional 125 square feet for every bedroom over two
Maximum Lot Coverage	85% for main building slab
Maximum Height	Not to exceed 85 feet for five stories and 50 feet for three stories

2. **Elevations.** The buildings constructed in the MF District shall be designed and constructed to appear substantially as shown on the elevations attached hereto and incorporated herein by this reference as Exhibit “C” (the “MF Elevations”) subject to the following:

- A. All roof mounted mechanical equipment must be screened from public view;

- B. All non-front façade walls shall demonstrate architectural elements to avoid the appearance of a blank wall as shown and depicted in the Elevations.
- 3. **Parking Requirements.** Minimum 1.35 parking spaces required per dwelling unit. Compact car parking is permitted for up to ten (10%) percent of required spaces. No enclosed parking shall be required. A maximum of five (5) bicycle racks shall be required to be installed.
- 4. **Refuse Facilities.** No requirements apply if valet or trash pick-up is provided. If valet or trash pick-up is not provided, the refuse facility shall be located no more than five hundred (500') feet from the building entrance measured along the designated pedestrian travel path. Refuse Facility Detail and location will be part of the Final Site Plan, if used.
- 5. **Sidewalks.** Sidewalks shall be a minimum of four (4') feet wide.
- 6. **Building/Fire Lane.** All points of building shall be within two hundred and fifty (250') feet of the dedicated fire lane or Fire Department Connection internal to the site and shall meet the City's Fire Code.

**J. Commercial District Regulations**

Any portion of the Property identified on the Concept Plan as “Lagoon, Multi-Family, Commercial” upon which a lagoon or commercial uses are to be constructed (the “Commercial District”), which shall be a minimum of 18 acres, shall be developed and used in accordance with the regulations of the Zoning Ordinance applicable to the use and development of property located within a Commercial (C) Zoning District, modified as follows:

- 1. **Maximum Height.** No building constructed in the Commercial District shall have a height exceeding fifty feet (50'); provided, however, architectural features such as curvilinear, domed, or arched formation, tower elements, parapets, articulated public entrance features, and similar features may extend an additional eight feet (8') above the allowed height.
- 2. **Building/Fire Lane.** All points of building shall be within two hundred and fifty (250') feet of the dedicated fire lane or Fire Department Connection internal to the site and shall meet the City's Fire Code.
- 3. **Amenities.** The Commercial District shall be constructed with following amenities in accordance with the Concept Plan attached hereto and incorporated herein by this reference as Exhibit “D”:
  - A. The Laguna, which shall consist of:
    - i. 2.3 acre water surface lagoon open to the public;
    - ii. Two (2) sand beaches with collective minimum of 10,000 square feet, a maximum of 5,000 square feet of which may be restricted for members and residents use;

- iii. Cabanas and beds;
- iv. Water slide at least 30 feet and no more than 40 feet in height;
- v. Flow Rider, paddle boarding and kayaking consistent with Exhibit "E" attached hereto and incorporated herein by this reference;
- vi. Splash Park with kiddie slide consistent with Exhibit "F", attached hereto and incorporated herein by this reference; and
- vii. One (1) swim-up bar consistent with Exhibit "G", attached hereto and incorporated herein by this reference.

B. Recreational Area, which shall consist of:

- i. Minimum 50,000 square feet, air-conditioned recreational building, open to the public, with the ability to hold outdoor concerts;
- ii. Two (2) restaurants with a combined seating area of 4,000 square feet and sharing a single kitchen;
- iii. One (1) sixteen-lane bowling alley, open to the public;
- iv. Minimum of two (2) party rooms; available for rental by the public;
- v. An arcade/teen center, open to the public;
- vi. Fitness center which may be restricted to HOA members only;
- vii. Senior activity programming and other activity programming;
- viii. Public restrooms;
- ix. Locker room, available to the public;
- x. Adult area with pool table and/or shuffleboard, available to the public;
- xi. Indoor kids' playground, available to the public,
- xii. Event lawn of natural or synthetic grass/turf or a combination thereof;
- xiii. Dog park;
- xiv. Outdoor playground, available to the public;
- xv. Outdoor stage/entertainment area;
- xvi. One (1) bocce ball court;
- xvii. Golf cart parking; and
- xviii. Entryway with vehicular roundabout circling a heavily landscaped water fountain as depicted on Commercial District Concept Plan, Exhibit "D" hereto;

4. **Signage.**

A. The following may be installed on the Property:

- i. Two (2) billboards sized up to 16 feet x 20 feet, depicting the material similar in nature to that shown in Exhibit "H" attached hereto and incorporated herein by this reference;
- ii. One (1) flagpole of up to 150 feet; and
- iii. One (1) LED sign included at front entrance of the general type and size shown on Exhibit "I" hereto, with the sign face not to exceed 30 feet in width and 50 feet in height.

B. Any signs that are illuminated by artificial light or that project an electronic message through a changeable copy sign that is within 500 feet of a residence, school, park, playground, or scenic area shall not be lit between the hours of 10:00 P.M. and 6:00 A.M.

5. **Parking Requirements.** Minimum parking requirements for the Commercial District shall be 325 parking spaces for the Recreational Area plus and an additional parking requirement for the Laguna, calculated using the following formula:  $((\text{Beach size in square feet divided by 15}) \text{ divided by } 2.5) \text{ divided by } 3 = \text{number of required parking spaces for Commercial Area}$ . For purposes of illustration, the minimum beach area required is 10,000 square feet; if that is what is built,  $10,000 \text{ divided by } 15 = 666.67$ ; dividing that by 2.5 = 266.67 and dividing that by 3 = 88.88; thus an additional 89 parking spaces, in addition to the 325 spaces, would be required under this example.

6. **Prohibited Uses.** The following uses are prohibited in the Commercial District:

- A. Automobile dealers;
- B. Auto painting, auto upholstery;
- C. Auto repair garage;
- D. Bus and truck storage;
- E. Car barns;
- F. Carting, express, hauling or storage;
- G. Contractor's storage yard;
- H. Moving and storage company;
- I. Penal or correctional institutions;
- J. Rental car business;
- K. Storage and sales of used auto parts and accessories;
- L. Storage of trucks and gravel;
- M. Streetcar barns;
- N. Taxicab storage and repairs; and
- O. Used car lot.

7. **Commercial Amusement.** For purposes of this ordinance, "commercial amusement" use, an allowed use in the Commercial Zoning District and under this ordinance, shall include the amenities described herein, including but not limited to the lagoon/laguna, beaches, water slide, Flow Rider, splash park, swim-up bar, arcade, party room, fitness center, playgrounds, and dog park and other Commercial District amenities identified herein.

**SECTION 3.** 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 4.** 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 5.** 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 6.** 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 7.** 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 20<sup>th</sup> day of December, 2021.

**APPROVED:**

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**DENNIS K. CHILDRESS, MAYOR**

**ATTEST:**

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**KANDI JACKSON, CITY SECRETARY**

**APPROVED AS TO FORM:**

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**VICTORIA W. THOMAS, CITY ATTORNEY**  
(121521vwtTM 126628)

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### Tract 2

**BEING** a 81.467-acre tract of land situated in the Peter Stockman Survey No. 57, Abstract No. 445, Kaufman County, Texas; being a portion of that certain tract of land as described in a Special Warranty Deed to Wetlands Management, LP in Volume 2476, Page 377 and further referenced as being a portion of Tract 1 called to contain 1682.50 acres to Caroline Hunt Trust Estate as described in Volume 430, Page 465 of the Deed Records of Kaufman County, Texas; said 81.467 acres being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, North Central Zone, 4202:

**BEGINNING:** at a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found on a Western line of the Second Tract called to contain 2,314.1631 acres in a Special Warranty Deed & Grant & Reservation of Easements to North Texas Municipal Water District in Volume 5314, Page 79 (Instrument No. 2017-0005060) of the Deed Records of Kaufman County, Texas, an Eastern line of the remainder of the said Wetlands Management, LP tract for the Northeastern corner of Tract 1 called to contain 98.758 acres in a General Warranty Deed to Wetland Farm, LLC in Volume 6404, Page 305 of the Deed Records of Kaufman County, Texas, for the Southeastern corner of this herein described tract, from which a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of said Tract 1, a corner of the said 2,314.1631 acre tract, a corner of the remainder of the said Wetlands Management, LP tract bears with a curve to the left having a Delta angle of 1°14'05", a Radius of 1030.00 feet, an Arc length of 22.20 feet with the Chord of the curve South 39°53'23" East a distance of 22.20 feet;

**THENCE:** North 78°13'15" West a distance of 907.33 feet along the Northernmost line of the said Tract 1 – 98.758 acres, a line of the remainder of the said Wetlands Management, LP tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 98.758-acre tract, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** South 32°44'27" West a distance of 17.74 feet continuing along a line of the said Tract 1 – 98.758 acres, a line of the remainder of the said Wetlands Management, LP tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Northeastern line of Farm to Market Road No. 1389 (90' right-of-way) for a corner of the said 98.758-acre tract, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North 57°11'22" West a distance of 650.26 feet along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the remainder of the said Wetlands Management LP tract in Volume 2476, Page 377, a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** Continuing along a Northeastern line of said Farm to Market Road No. 1389, a curve to the right having a Delta angle of 6°16'00", a Radius of 2819.76 feet, an Arc length of 308.41 feet with the Chord of the curve North 54°03'22" West a distance of 308.25 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North 50°55'22" West a distance of 452.08 feet continuing along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of

said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** Continuing a Northeastern line of said Farm to Market Road No. 1389, with a curve to the right having a Delta angle of  $77^{\circ}15'00''$ , a Radius of 273.31 feet, an Arc length of 368.50 feet with the Chord of curve North  $12^{\circ}17'52''$  West a distance of 341.21 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North  $26^{\circ}19'38''$  East a distance of 737.75 feet along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8 inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract, on an occupational Southern fence line reported to be in the same location for 57 years for the Victor W. York tract not conforming to the called 3.343 acres as described in Volume 3492, Page 270 of the Deed Records of Kaufman County, Texas, from which a fence corner found bears South  $77^{\circ}52'30''$  West a distance of 2.46 feet;

**THENCE:** Along the said Occupational fence line as follows:

North  $77^{\circ}52'30''$  East a distance of 232.35 feet to a fence corner found;  
North  $71^{\circ}57'40''$  East a distance of 434.71 feet to a fence corner found;  
North  $27^{\circ}46'11''$  East a distance of 279.47 feet to a fence corner found;  
North  $18^{\circ}35'36''$  West a distance of 141.50 feet to a fence corner found;

**THENCE:** South  $83^{\circ}26'09''$  West a distance of 476.17 feet continuing with the said occupational fence line to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Southeastern line of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** North  $26^{\circ}19'38''$  East a distance of 1099.75 feet continuing along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** North  $26^{\circ}17'38''$  East a distance of 279.44 feet continuing along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** Continuing along the Southeastern line of said Farm to Market Road No. 1389, with a curve to the left having a Delta angle of  $2^{\circ}04'27''$ , a Radius of 2909.79 feet, an Arc length of 105.34 feet with the Chord of curve North  $25^{\circ}15'25''$  East a distance of 105.33 feet to a 5/8 inch iron rod with cap stamped "Jones|Carter" set for the Southern corner of Tract 2 called to contain 3.1682 acres to The Board of Regents of the University of Texas as described in Volume 3824, Page 100 of the Deed Records of Kaufman County, Texas, from which a 1/2 inch iron rod found for a corner of said Farm to Market Road No. 1389, a corner of the said 3.1682 acre tract bears with a curve to the left having a Delta angle of  $3^{\circ}55'33''$ , a Radius of 2909.79 feet, and Arc length of 199.37 feet with the Chord of the curve North  $22^{\circ}15'25''$  East a distance of 199.33 feet;

**THENCE:** North  $44^{\circ}40'21''$  East a distance of 796.06 feet along the Southeastern line of the said 3.1682 acre tract, a line of the remainder of the said Wetlands Management LP tract to a calculated point in water for the Northeastern corner of the said 3.1682 acre tract, on a line of the said Second Tract called to

contain 2,314.1631 acres of land to North Texas Municipal Water District as described in a Special Warranty Deed & Grant & Reservation of Easements in Volume 5314, Page 79 (Instrument No. 2017-0008060) of the Deed Records of Kaufman County, Texas, for the Northernmost corner of this herein described tract, from which a 1/2 inch iron rod with yellow plastic cap found on the Southeastern line of said Farm to Market Road No. 1389 for the Northwestern corner of the said 3.1682 acre tract, the Southwestern corner of Tract 1 called to contain 6.8279 acres as described in said Volume 3824, Page 100 bears North 45°36'53" West at 39.69 feet pass a found 5/8 inch iron rod disturbed a distance in all of 352.46 feet;

**THENCE:** South 45°36'53" East a distance of 41.65 feet along a line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 23°42'59" West a distance of 257.26 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 9°53'44", a Radius of 1030.00 feet, an Arc length of 177.89 feet with the Chord of the curve South 18°46'07" West a distance of 177.67 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 13°49'16" West a distance of 355.17 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631 acres, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the right having a Delta angle of 14°17'42", a Radius of 870.00 feet, an Arc length of 217.06 feet with the Chord of the curve South 20°58'07" West a distance of 216.50 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 28°06'57" West a distance of 87.52 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631 acres, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 32°58'40", a Radius of 930.00 feet, an Arc length of 535.28 feet with the Chord of the curve South 11°37'38" West a distance of 527.92 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 04°51'42" East a distance of 836.37 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 10°35'04", a Radius of 1230.00 feet, an Arc length of 227.22 feet with the Chord of the curve South 10°08'46" East a distance of 226.90 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 15°26'17" East a distance of 968.76 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 7°52'27", a Radius of 530.00 feet, an Arc length of 72.84 feet with the Chord of the curve South 19°26'03" East a distance of 72.78 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** South 23°17'20" East a distance of 559.34 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

**THENCE:** Continuing along a Western line of the said 2,314.1631 acre tract with a curve to the left having a Delta angle of 15°56'15", a Radius of 1030.00 feet, an Arc length of 286.51 feet with the Chord of the curve South 31°18'12" East a distance of 285.58 feet to the **POINT OF BEGINNING** and containing 81.467-acres of land.

**FIELD NOTES**  
**NORTH TRACT NO. 1**

**BEING** a 333.291 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, John D. Merchant Survey, Abstract No. 310 and the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, being all of Tract One, described in deed to MCM Kaufman Land Partners L.P., recorded in Volume 2195, Page 199, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

**BEGINNING** at a point for the west corner of said Tract One in the northerly right of way-line of Kaufman Street and the southeast corner of a called 13.988 acre tract described in deed to Ricky B. and Nova M. Kirby, recorded in Volume 2002083, Page 3372, Deed Records Dallas County, Texas (D.R.D.C.T.), from which a 1" iron pipe found bears North 45 Degrees 40 Minutes 43 Seconds East, a distance of 1.50 feet;

**THENCE** North 45 Degrees 40 Minutes 43 Seconds East, departing the right-of-way of said Kaufman Street along the common line between said Tract One and said 13.988 acre tract, a distance of 1632.87 feet to a 3/8" iron rod found for the northwest corner of said 383.295 acre tract, and being located in the southerly line of a called 2.985 acre tract of land described in deed to Luis E. Marquez and Maria Carolina Gramillo, recorded in Doc. No. 201100319866, Official Public records Dallas County, Texas, (O.P.R.D.C.T.);

**THENCE** North 00 Degrees 04 Minutes 58 Seconds East, along the east line of said 9.985 acre tract and the west line of said Tract One, a distance of 1101.02 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

**THENCE** North 00 Degrees 09 Minutes 18 Seconds West, along the west line of said Tract One, at a distance of 1191.15 feet passing a 3/8" iron rod found for the northeast corner a called 2.980 acre tract of land described in deed to Jerry Lane and Lanell Cheek, recorded in Volume 84160, Page 3578, D.R.D.C.T., and continuing for a total distance of 1992.69 feet to point in the centerline of East Bluff Drive;

**THENCE** North 45 Degrees 41 Minutes 45 Seconds East, along the centerline of East Bluff Drive, a distance of 390.76 feet to a point for corner in the southerly right-of-way line of U. S. Highway No 175;

**THENCE** along the northerly line of said Tract One and the southerly right-of-way line of U. S. Highway No 175, the following courses:

North 71 Degrees 02 Minutes 57 Seconds East, a distance of 50.80 feet to a concrete monument found for corner;

North 76 Degrees 03 Minutes 46 Seconds East, a distance of 89.06 feet to a concrete monument found for corner;

South 80 Degrees 43 Minutes 50 Seconds East, a distance of 234.89 feet to a concrete monument found for corner;

South 76 Degrees 05 Minutes 02 Seconds East, a distance of 920.20 feet to a concrete monument found for corner;

South 79 Degrees 04 Minutes 13 Seconds East, a distance of 800.72 feet to a concrete monument found for corner;

South 82 Degrees 04 Minutes 48 Seconds East, a distance of 399.84 feet to 1/2" iron rod found for a northeast corner of said Tract One and the northwest corner of a called 6.0062 acre tract, described in deed to The Rock Church, Inc., recorded in Volume 725, Page 486, D.R.K.C.T.;

**THENCE** South 44 Degrees 20 Minutes 26 Seconds West, departing the southerly right-of-way line of U. S. Highway No 175, along the west line of said 6.0062 acre tract, a distance of 547.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 45 Degrees 33 Minutes 45 Seconds East, along the south line of said 6.0062 acre tract and the north line of said Tract One, a distance of 1492.92 feet 3/8" iron rod found for the southeast corner of a called 1.61 acre tract, described in deed to Kenneth Michael and Starr Hopkins, recorded in Volume 2242, Page 42, D.R.K.C.T., and the westerly right-of-way line of F.M. Road No 1389;

**THENCE** South 20 Degrees 15 Minutes 38 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 1928.31 feet to a 1/2" iron rod with cap Stamped "RPLS #5244" found at the beginning of a tangent curve to the right;

**THENCE** Southwesterly, along said tangent curve to the right having a central angle of 06 Degrees 00 Minutes 10 Seconds, a radius of 2814.61 feet, an arc distance of 294.88 feet and a chord bearing and distance of South 23 Degrees 29 Minutes 08 Seconds West, 294.74 feet to a 1/2" iron rod with cap Stamped "RPLS #5244" found for corner;

**THENCE** South 26 Degrees 35 Minutes 34 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 167.95 feet to a 3/8" iron rod found for corner;

**THENCE** South 44 Degrees 41 Minutes 05 Seconds West, departing the westerly right-of-way line of F.M. Road No 1389, along the southeasterly line of said Tract One and the

northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 563.18 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southeast corner of a called 9.017 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 340, D.R.K.C.T.;

**THENCE** North 00 Degrees 30 Minutes 57 Seconds West, along the common line between said Tract One and said 9.017 acre tract a distance of 81.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** North 14 Degrees 09 Minutes 54 Seconds West, passing a point for the northeast corner of said 9.017 acre tract, said point also being the southeast corner of a called 11.304 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 342, D.R.K.C.T., at a distance of 1145.15 feet, continuing on for a total distance of 3106.44 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast corner of said 11.304 acre tract;

**THENCE** North 45 Degrees 33 Minutes 31 Seconds West, along the common line between said Tract One and said 11.304 acre tract a distance of 479.93 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said 11.304 acre tract;

**THENCE** South 14 Degrees 09 Minutes 54 Seconds East, passing a point for the southwest corner of said 11.304 acre tract, said point also being the northwest corner of said 9.017 acre tract at a distance of 1946.13 feet, continuing on for a total distance of 3486.19 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 00 Degrees 30 Minutes 57 Seconds East, along the common line between said Tract One and said 9.017 acre tract, a distance of 300.10 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southwest corner of said 9.017 acre tract;

**THENCE** South 44 Degrees 41 Minutes 05 Seconds West, along the southeasterly line of said Tract One and the northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 505.82 feet to a 3/8" iron rod found for corner;

**THENCE** South 44 Degrees 03 Minutes 25 Seconds West, along said common line, a distance of 1258.47 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the most southerly corner of said Tract One and being located in the northerly right-of-way line of Kaufman Street;

**THENCE** along the southerly line of said Tract One and the northerly right-of-way line of Kaufman Street, the following courses:

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 830.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 33 Minutes 57 Seconds West, a distance of 12.99 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 1531.97 feet to the **POINT OF BEGINNING** and containing 14,518,138 square feet or 333.291 acres of land more or less.

**FIELD NOTES**  
**SOUTH TRACT NO. 2**

**BEING** a 150.805 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, and the P. Stockman Survey, Abstract No. 445 Kaufman County Texas, being all of a called 150.802 acre tract described in deed to The 160 MC Squared L.P, recorded in Volume 2447, Page 115 Deed Records Kaufman County, Texas (D.R.K.C.T.) and Instrument No. 200412505267 of the Deed Property Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at a southwest corner of said 150.802 acre tract and the easterly right of way-line of Combine Road and being the northwest corner of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded Volume 2000035, Page 3265, D.R.D.C.T.;

**THENCE** North 13 Degrees 06 Minutes 52 Seconds West, along the easterly line of said Combine Road and a west line of said 150.802 acre tract, a distance of 383.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said 150.802 acre tract and the southwest corner of a called 10.2009 acre tract of land, described in deed to James L. Miller, recorded in Volume 1769, Page 5, D.R.K.C.T., from which a 3/8" iron rod found bears North 13 Degrees 06 Minutes 52 Seconds West, a distance of 380.06 feet;

**THENCE** North 57 Degrees 39 Minutes 29 Seconds East, departing the easterly line of said Combine Road, along the south line of said 10.2009 acre tract and the north line of said 150.802 acre tract, a distance of 1245.80 feet to a 3/8" iron rod found for corner;

**THENCE** North 45 Degrees 20 Minutes 32 Seconds East, along said common line, a distance of 525.86 feet to a 3/8" iron rod found for the southeast corner of said 10.2009 acre tract and northeast corner of said 150.802 acre tract and the westerly line of called 10.3573 acre tract of land described in deed to to James L. Miller;

**THENCE** South 50 Degrees 55 Minutes 44 Seconds East, along said common line, a distance of 200.05 feet to a 5/8" iron rod with cap stamped "Jones Carter" set;

**THENCE** North 44 Degrees 12 Minutes 06 Seconds East, with the southerly line of said 10.3573, a distance of 1509.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northern most corner of said 150.802 acre tract, and being located in the southerly line of Kaufman Street;

**THENCE** South 50 Degrees 55 Minutes 38 Seconds East, with the southerly line of said Kaufman Street, and the northerly line of said 150.802 acre tract, a distance 1743.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast for of said 150.802 acre tract and the northwest corner of a called 40.862 acre tract described in deed to Kala R.

Dharma, recorded in Volume 1876, Page. 25 D.R.D.C.T., from which a 3/8" iron rod found bears South 53 Degrees 06 Minutes 55 Seconds East, a distance of 153.10 feet;

**THENCE** South 20 Degrees 45 Minutes 43 Seconds West, departing the southerly line of F.M. 1389, along the easterly line of said 150.802 acre tract and the westerly line of said 40.862 acre tract, a distance of 799.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 44 Degrees 26 Minutes 54 Seconds West, a distance of 2360.68 feet to a 3/8" iron rod found for the southeast corner of said 150.802 acre tract, and being located in the northerly line of a called 100 acre tract described in deed to Patsy Ruth Smith recorded in Document No. 201200182823 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

**THENCE** North 45 Degrees 29 Minutes 25 Seconds West, along the common line between said 100 acre tract and said 150.802 acre tract, a distance of 2045.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the easterly line of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded in Volume 2000035, Page 3265, D.R.D.C.T.;

**THENCE** North 44 Degrees 13 Minutes 15 Seconds East, along the common line between said 150.802 acre tract and said Rodriguez tract a distance of 144.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** North 45 Degrees 32 Minutes 25 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 175.11 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

**THENCE** South 44 Degrees 15 Minutes 15 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 689.71 feet to the **POINT OF BEGINNING** and containing 6,569,050 square feet or 150.805 acres of land more or less.

## FIELD NOTES

**BEING** a 26.215 acre tract of land situated in John the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, part of a tract described in deed to Wetlands Management L.P., recorded in Volume 2476, Page 377, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with cap stamped "Jones Carter" found for the west corner of said Wetlands Management tract, and being the southerly corner of Tract One, described in deed to MCM Kaufman Land Partners L.P., recorded in Volume 2195, Page 199, D.R.K.C.T., also being in the northerly Right-of-Way-line of Kaufman Street;

**THENCE** North 44 Degrees 03 Minutes 25 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1258.47 feet to a 3/8" iron rod found for corner;

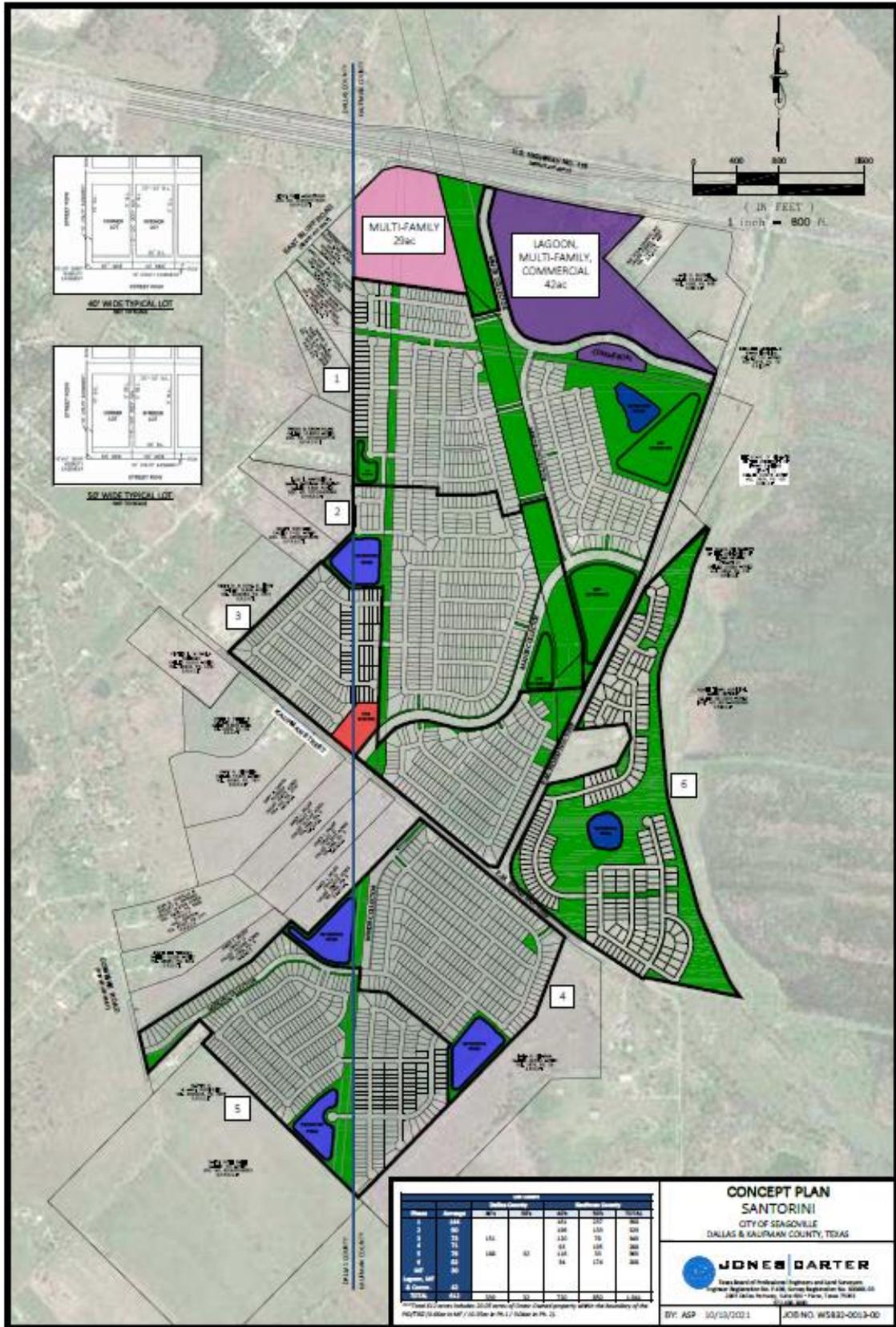
**THENCE** North 44 Degrees 41 Minutes 05 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1421.33 feet to a 3/8" iron rod found for corner in the westerly Right-of-Way line of F.M. Road No 1389 (90' Right-of-Way);

**THENCE** South 26 Degrees 28 Minutes 42 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, a distance of 2518.55 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the beginning of a tangent curve to the left;

**THENCE** Southwesterly, along said tangent curve to the left having a central angle of 40 Degrees 00 Minutes 17 Seconds, a radius of 364.81 feet, an arc distance of 254.72 feet and a chord bearing and distance of South 06 Degrees 29 Minutes 00 Seconds West, 249.58 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the northerly Right-of-Way line of Kaufman Street;

**THENCE** North 50 Degrees 55 Minutes 38 Seconds West, along the northerly right-of-way line of Kaufman Street, a distance of 931.92 feet to the **POINT OF BEGINNING** and containing 1,141,940 square feet or 26.215 acres of land more or less.

# EXHIBIT "B"



Block	Average	Density				Population			
		20%	30%	40%	50%	20%	30%	40%	50%
1	60	120	180	240	720	1080	1440	1920	
2	75	150	225	300	900	1350	1800	2400	
3	90	180	270	360	1080	1620	2160	2880	
4	105	210	315	420	1260	1890	2520	3360	
5	120	240	360	480	1440	2160	2880	3840	
<b>TOTAL</b>	<b>60</b>	<b>120</b>	<b>180</b>	<b>240</b>	<b>720</b>	<b>1080</b>	<b>1440</b>	<b>1920</b>	

**CONCEPT PLAN**  
**SANTORINI**  
 CITY OF SEAGOVILLE  
 DALLAS & KAUFMAN COUNTY, TEXAS

**JONES BARTER**  
 Texas Board of Professional Engineers and Land Surveyors  
 Engineer Registration No. 2436, Survey Registration No. 20266-03  
 10411 Dallas Parkway, Suite 500 • Fort Worth, Texas 76134  
 (817) 336-8800

BY: ASP 10/12/2021 JOB NO. W5832-0013-00



Exhibit 7D



ELEVATION 1



ELEVATION 2



ELEVATION 3



ELEVATION 4



ELEVATION 5



ELEVATION 6

Exhibit 7D



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3 STORY SAMPLE ELEVATIONS

Seagoville, Texas

2011.47.01.04.2021  
Megatal

**EXHIBIT "D"**

**LAGUNA**



**EXHIBIT “E”**

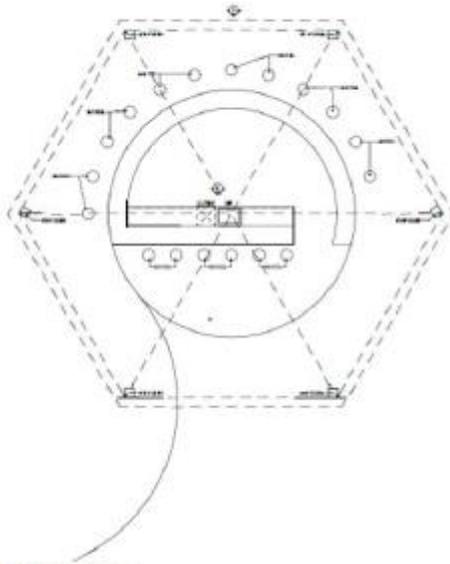
**FLOW RIDER**



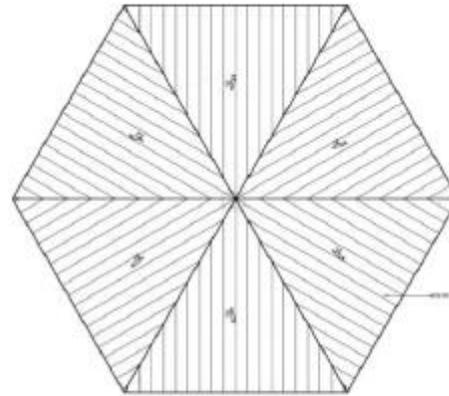
**EXHIBIT “F”**  
**SPLASH PARK**



**EXHIBIT "G"**  
**SWIM-UP BAR**



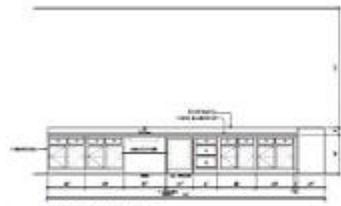
**1** SWIM UP BAR PLAN



**2** SWIM UP BAR ROOF PLAN



**3** SWIM UP BAR ELEVATION



**4** BAR ELEVATION

EXHIBIT "H"

**NOW OPEN**





 MEGATEL  
HOMES

  
LAGUNA AZURE





**EXHIBIT C**

**PUBLIC IMPROVEMENTS AND PROJECT COSTS**

The Projects listed and their costs are estimates and final projects and 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.



	PHASE 1				PHASE 2				PHASE 3				PHASE 4				PHASE 5				PHASE 6				OVERALL PROJECT TOTALS			
	156,500				86,573				90,218				71,005				79,800				81,000				565,006			
	302				329				358				288				368				202				1937			
	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID	TOTAL	PID DIRECT	PID MI	NON-PID
ENGINEERING, CONSULTING, CITY FEES	3,009,249	1,636,448	1,222,801	150,000	1,536,949	1,060,055	476,914	0	1,707,315	1,072,539	634,776	0	1,443,545	937,131	506,415	0	1,688,661	1,105,599	583,062	0	1,253,375	633,745	409,630	150,000	10,639,093	6,445,497	3,895,596	300,000
EXCAVATION AND EROSION CONTROL	2,723,116	695,849	871,966	1,155,300	1,649,606	700,296	719,010	230,300	1,671,854	683,291	737,963	250,600	1,714,293	523,390	989,203	201,600	1,538,708	677,551	603,557	257,600	1,284,200	672,180	33,720	378,300	10,581,777	4,152,557	3,955,530	2,473,700
WATER SYSTEMS	2,541,177	1,098,477	1,442,700	0	790,398	785,398	5,000	0	846,753	846,753	0	0	968,618	583,693	384,925	0	1,149,370	1,036,370	113,000	0	876,218	676,218	0	0	7,172,933	5,226,908	1,946,025	0
SANITARY SEWER	3,865,494	1,223,394	2,642,100	0	1,565,453	882,140	683,313	0	837,379	837,379	0	0	1,133,169	768,132	365,038	0	1,202,532	800,032	502,500	0	1,441,325	1,441,325	0	0	10,145,353	5,952,403	4,192,950	0
STORM SEWER	5,887,688	1,563,638	4,323,750	0	2,747,631	1,038,668	1,708,963	0	2,319,007	1,721,507	597,500	0	3,615,587	2,012,587	1,603,000	0	2,205,529	1,637,029	666,500	0	1,345,377	1,345,377	0	0	18,218,820	9,319,107	8,899,713	0
PAVING	6,972,000	3,029,785	3,942,215	0	2,976,979	1,955,129	1,021,850	0	4,078,266	1,828,266	2,250,000	0	2,430,622	1,661,247	769,375	0	3,220,572	2,118,395	1,102,178	0	2,543,222	2,543,222	0	0	22,231,661	13,136,044	9,085,618	0
SITE FENCING / RETAINING WALLS / LANDSCAPE	1,467,535	57,350	1,016,985	393,000	825,694	51,447	696,247	70,000	1,584,536	54,256	1,380,280	150,000	1,109,157	47,475	911,682	150,000	592,053	55,225	506,828	30,000	880,504	525,504	0	357,000	6,459,479	789,457	4,512,022	1,158,000
DRY UTILITIES	45,000	45,000	0	0	45,000	45,000	0	0	45,000	45,000	0	0	45,000	45,000	0	0	45,000	45,000	0	0	45,000	45,000	0	0	270,000	270,000	0	0
<b>SUB-TOTAL CONSTRUCTION COST</b>	<b>26,511,258</b>	<b>9,350,442</b>	<b>15,462,537</b>	<b>1,698,300</b>	<b>12,137,710</b>	<b>6,518,113</b>	<b>5,311,296</b>	<b>308,300</b>	<b>13,890,110</b>	<b>7,088,991</b>	<b>5,600,519</b>	<b>400,600</b>	<b>12,659,990</b>	<b>6,578,653</b>	<b>5,520,737</b>	<b>351,600</b>	<b>11,840,826</b>	<b>7,475,201</b>	<b>4,078,025</b>	<b>287,600</b>	<b>9,669,221</b>	<b>8,280,571</b>	<b>503,350</b>	<b>885,300</b>	<b>85,709,116</b>	<b>45,291,972</b>	<b>36,485,444</b>	<b>3,931,700</b>
PER LOT COST	67,631	23,853	39,445	4,332	36,893	19,812	16,144	937	36,565	19,802	15,644	1,119	43,264	22,843	19,200	1,221	32,176	20,313	11,082	782	47,667	40,993	2,492	4,383	44,248	23,383	18,836	2,030
10% CONTINGENCY	2,651,126	935,044	1,546,252	169,830	0	0	0	0	1,309,011	708,899	560,052	40,060	1,245,999	657,865	552,974	35,160	1,184,083	747,520	407,802	28,760	966,922	828,057	50,335	88,530	8,570,912	4,529,197	3,648,544	393,170
<b>SUB-TOTAL WITH CONTINGENCY</b>	<b>29,162,384</b>	<b>10,285,486</b>	<b>17,008,789</b>	<b>1,868,130</b>	<b>12,137,710</b>	<b>6,518,113</b>	<b>5,311,296</b>	<b>308,300</b>	<b>14,399,122</b>	<b>7,797,890</b>	<b>6,160,571</b>	<b>440,660</b>	<b>13,705,989</b>	<b>7,236,519</b>	<b>6,082,711</b>	<b>386,760</b>	<b>13,024,909</b>	<b>8,222,721</b>	<b>4,485,827</b>	<b>316,360</b>	<b>10,636,143</b>	<b>9,108,628</b>	<b>553,685</b>	<b>973,830</b>	<b>94,280,027</b>	<b>49,821,169</b>	<b>40,133,988</b>	<b>4,324,870</b>
ROLLBACK TAXES	224,750	0	0	234,750	129,860	0	0	129,860	135,327	0	0	135,327	106,508	0	0	106,508	119,700	0	0	119,700	121,500	0	0	121,500	726,144	0	0	726,144
<b>TOTAL CONSTRUCTION COST</b>	<b>29,387,134</b>	<b>10,285,486</b>	<b>17,008,789</b>	<b>2,102,880</b>	<b>12,267,569</b>	<b>6,518,113</b>	<b>5,311,296</b>	<b>438,160</b>	<b>14,534,449</b>	<b>7,797,890</b>	<b>6,160,571</b>	<b>575,987</b>	<b>13,812,497</b>	<b>7,236,519</b>	<b>6,082,711</b>	<b>493,268</b>	<b>13,444,009</b>	<b>8,222,721</b>	<b>4,485,827</b>	<b>436,060</b>	<b>10,757,643</b>	<b>9,108,628</b>	<b>553,085</b>	<b>1,065,330</b>	<b>95,066,171</b>	<b>49,821,169</b>	<b>40,133,988</b>	<b>5,851,014</b>
PER LOT COST	74,993	26,238	43,390	5,364	37,287	19,812	16,144	1,332	40,399	21,782	17,208	1,609	47,960	25,127	21,121	1,713	35,719	22,344	12,190	1,185	53,256	45,092	2,741	5,421	49,048	25,721	20,720	2,688

Exhibit C

## EXHIBIT D

### DEVELOPMENT STANDARDS

Single-Family Residential Building Requirements. The Developer and the Development shall, in addition to compliance with all City Regulations, comply with the following provisions:

- (a) Comply with all regulations standards unless otherwise agreed to herein.
- (b) Eighty percent (80%) masonry on all structures below the ceiling plate; above the ceiling plate all sides to have siding to be cementitious
- (c) Three (3) unique architectural features on each house.
- (d) Screening fences to comply with PD zoning.
- (e) Concrete hike and bike trails built to standards set forth in PD zoning for the Development.
- (f) Residential sidewalks as shown in PD zoning for Development.
- (g) Minimum nine (9) elevation options. Same elevation must have three (3) different elevations between them, on the same side of the street. Same elevation cannot be directly across the street.
- (h) Landscaping to be installed per the PD zoning.
- (i) Homeowner's association responsible for maintenance of all open green space, detention ponds, right of way landscaping.
- (j) Garage doors facing street must be painted ornamental metal, painted composite or wood.
- (k) Garages can only release onto residential streets and not collector roads, unless slip roads are utilized or unless shown on approved concept plan for the Development.
- (l) Two (2) year maintenance bonds on water, sewer, drainage and roadway infrastructure.

**EXHIBIT E**

**LANDOWNER CONSENT**

**CONSENT AND AGREEMENT OF LANDOWNERS**

This Consent and Agreement of Landowner is issued by \_\_\_\_\_, an \_\_\_\_\_, 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 PHASE ]

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 \_\_\_\_\_, 2021.

\_\_\_\_\_, LLC,  
an \_\_\_\_\_

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 \_\_\_\_ 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:**

<b>Payee / Description of Public Improvement</b>	<b>Total Cost Public Improvement</b>	<b>Budgeted Cost of Public Improvement</b>	<b>Amount requested be paid from the Public Improvement Account</b>

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 \_\_\_\_\_ 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:

<b>Closing Costs Description</b>	<b>Cost</b>	<b>PID Allocated Cost</b>
<b>TOTAL</b>		

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 \_\_\_\_\_ 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: \_\_\_\_\_

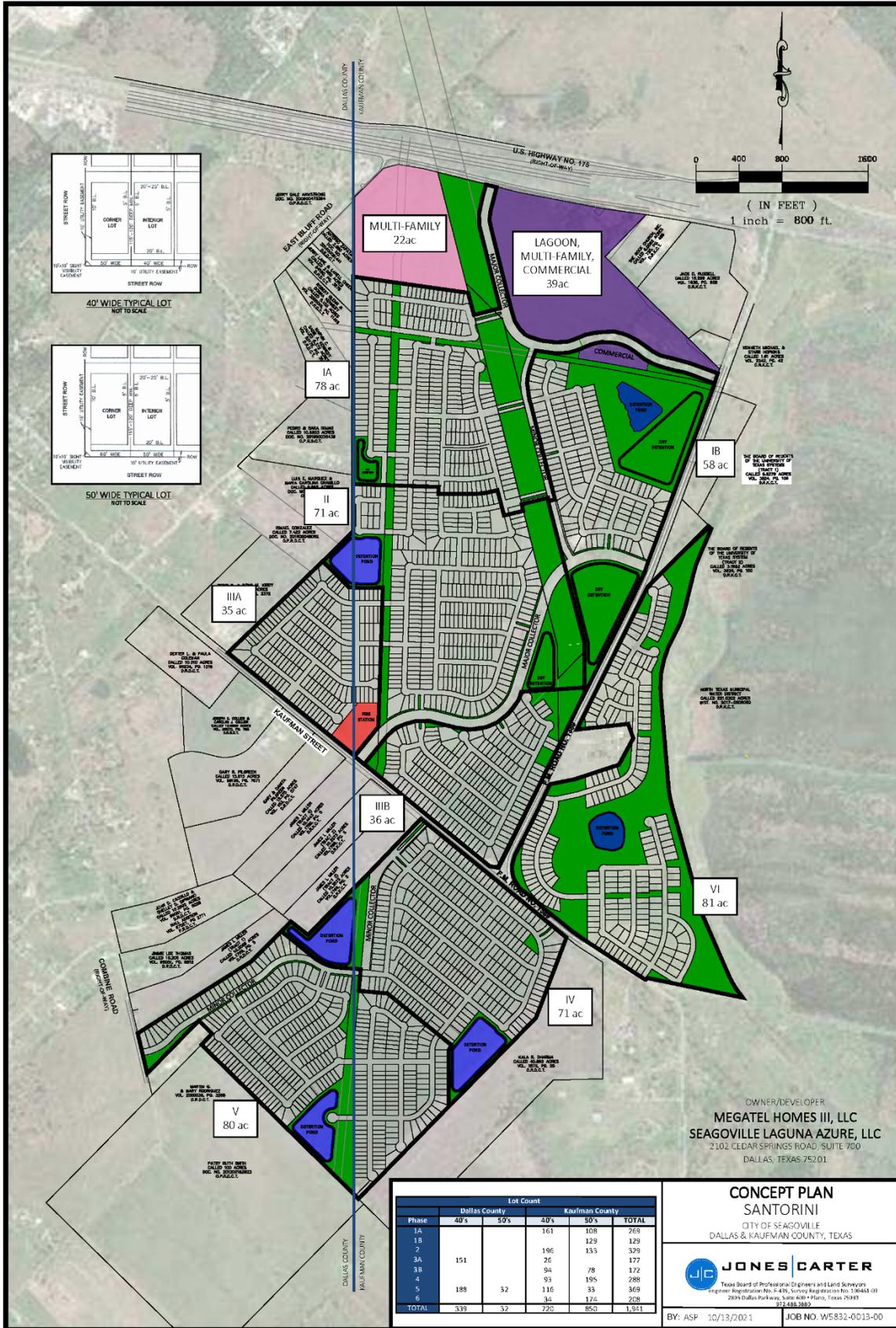
## **EXHIBIT H**

### **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 PHASES**



OWNER/DEVELOPER  
**MEGATEL HOMES III, LLC**  
**SEAGOVILLE LAGUNA AZURE, LLC**  
 2102 CEDAR SPRINGS ROAD, SUITE 700  
 DALLAS, TEXAS 75201

**CONCEPT PLAN**  
**SANTORINI**  
 CITY OF SEAGOVILLE  
 DALLAS & KAUFMAN COUNTY, TEXAS

**JONES CARTER**  
 Texas Board of Professional Engineers and Land Surveyors  
 Engineer Registration No. 4449, Survey Registration No. 13844-01  
 2839 Dallas Parkway, Suite 800 • Plano, Texas 75093  
 972.488.3800

BY: ASP 10/13/2021 JOB NO. W5832-0013-00

Phase	Lot Count				TOTAL
	Dallas County		Kaufman County		
	40's	50's	40's	50's	
1A			161	108	269
1B			129	129	258
2			196	133	329
3A			26	78	177
3B			94	78	172
4			93	195	288
5	188	32	116	33	369
6			34	174	208
<b>TOTAL</b>	<b>339</b>	<b>32</b>	<b>720</b>	<b>850</b>	<b>1,941</b>



**EXHIBIT J**  
**CONCEPT PLAN**

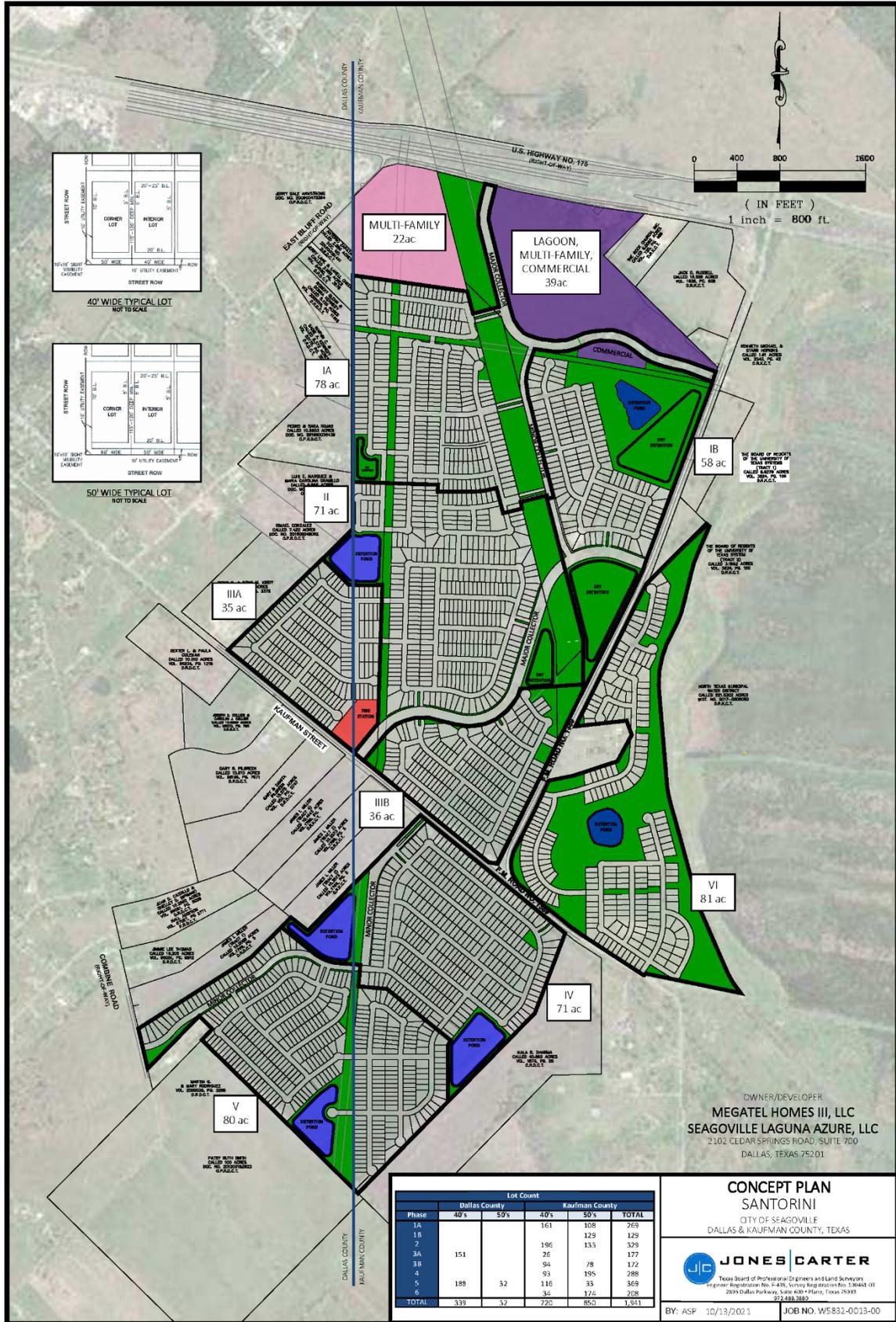


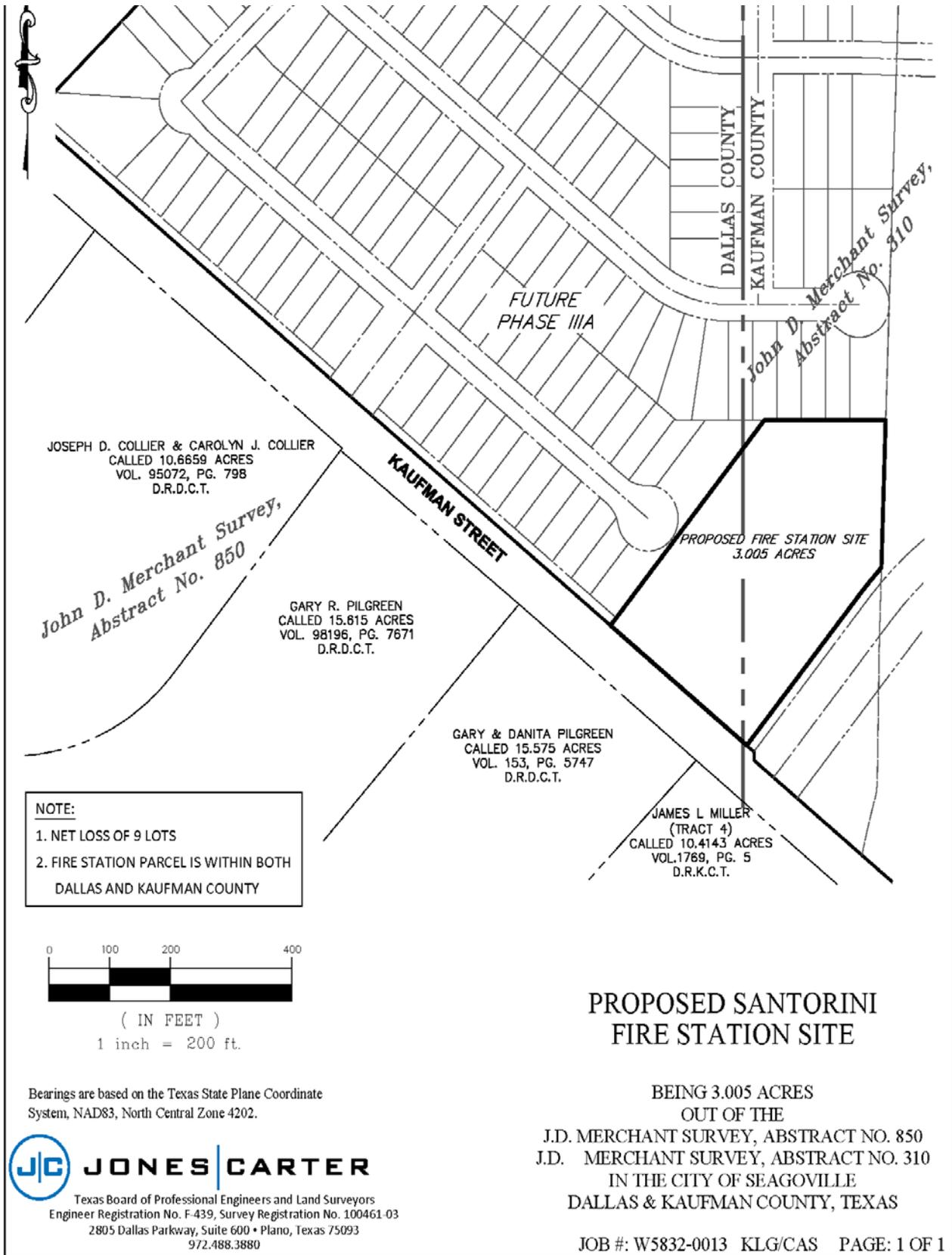
Exhibit J

**EXHIBIT K**  
**AMENITIES**

1. Entertainment District consisting of:
  - a. The Laguna, which shall consist of:
    - i. 2.3 acre water surface
    - ii. Two sand beaches with collective minimum of 10,000 sq. ft (5,000 sq. ft may be restricted for members and residents only)
    - iii. Cabanas and beds
    - iv. Water slide 30' to 40' in height
    - v. Flow Rider, paddle boarding and kayaking consistent with Exhibit Q.
    - vi. Splash Park (with kiddie slide) consistent with Exhibit P.
    - vii. One swim-up bar consistent with Exhibit O.
  - b. Recreational Area consisting of:
    - i. Minimum 50,000 sq. ft. air conditioned recreational building, open to public with ability to hold outdoor concerts with extended hours (as early as 5 am and as late as 2 am)
    - ii. Two restaurants with combined capacity of 4,000 sq. ft. sharing a single kitchen
    - iii. Sixteen lane bowling alley
    - iv. Minimum two party rooms
    - v. Arcade/teen center
    - vi. Fitness center (may be restricted to HOA members only)
    - vii. Senior activity programming along with other activities
    - viii. Restrooms and locker room
    - ix. Adult area with pool table and/or shuffleboard

- x. Indoor kids' playground
- xi. Event lawn (natural grass or synthetic or combination)
- xii. Dog park build in future phases, location to be determined.
- xiii. Playground – outdoor
- xiv. Outdoor stage/entertainment area
- xv. One bocce ball court
- xvi. Golf cart parking
- xvii. Entryway with roundabout and fountain in center as depicted in Concept Plan.
- xviii. Heavily landscaped to meet established City landscaping ordinance or PD established over the property.
- xix. Option, but not requirement, to offer valet services for a fee.

**EXHIBIT L**  
**FIRE STATION LAND**



K:\W5832\W5832-0013-00 Santorini Subdivision\1 Surveying Phase\CAD Files\Master Boundary File\SANTORINI FIRE STATION OPTION 2.dwg

**EXHIBIT M**  
**SEWER OVERSIZING**

SEAGOVILLE, TEXAS

July 26, 2021

SANITARY SEWER OVERSIZING COST SUMMARY			
	Oversized Cost	Santorini Only Cost	Cost Difference
Phase IA	\$3,327,000	\$2,510,000	\$817,000
Phase IB	\$862,000	\$661,000	\$201,000
Phase II	\$246,000	\$186,000	\$60,000
Phase IIIB	\$719,000	\$380,000	\$339,000
<b>TOTAL</b>	<b>\$5,154,000</b>	<b>\$3,737,000</b>	<b>\$1,417,000</b>

This Document is Released for the Purpose of:  
**General Financial Planning**  
 Under the Authority of:  
 Engineer: Shawn Graham, PE  
 License No.: 111432  
 It is Preliminary in Nature and not to be Used for Feasibility of  
 Land Purchases, Bond Applications, Loans or Grants.

<b>Total Cost Difference Based on Sizing</b>	<b>\$1,417,000</b>
--	--------------------

**Notes:**

- (1) This estimate is preliminary in nature and developed based on the City of Seagoville Wastewater Master Plan dated August 2018. This estimate represents my best judgment as a design professional familiar with the construction industry. Jones & Carter, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market conditions. Accordingly, we cannot and do not guarantee that bids will not vary from this cost estimate.

Item No.	Description	Unit	Quantity	Unit Price	Total	Unit	Quantity	Unit Price	Total		
<b>Phase IA</b>											
<b>Miscellaneous</b>											
1.	Mobilization (3% of Construction Costs)	LS	1	\$ 78,000.00	\$ 78,000.00	LS	1	\$ 59,000.00	\$ 59,000.00		
2.	Clearing, grubbing and stripping	AC	7	\$ 2,500.00	\$ 17,500.00	AC	7	\$ 2,500.00	\$ 17,500.00		
3.	Hydromulch	AC	7	\$ 3,500.00	\$ 24,500.00	AC	7	\$ 3,500.00	\$ 24,500.00		
<b>Sanitary Sewer Facilities</b>											
4.	8-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	0	\$ 36.00	\$ -	LF	2,380	\$ 36.00	\$ 85,680.00		
5.	12-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	2,380	\$ 71.00	\$ 168,980.00	LF	0	\$ 71.00	\$ -		
6.	18-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	0	\$ 150.00	\$ -	LF	7,330	\$ 150.00	\$ 1,099,500.00		
7.	24-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	7,330	\$ 210.00	\$ 1,539,300.00	LF	0	\$ 210.00	\$ -		
8.	Bore of 18-inch Sanitary Sewer under US 175, all depths (including pipe & casing, air testing, mandrel testing, bedding and backfill)	LF	0	\$ 700.00	\$ -	LF	375	\$ 700.00	\$ 262,500.00		
9.	Bore of 24-inch Sanitary Sewer under US 175, all depths (including pipe & casing, air testing, mandrel testing, bedding and backfill)	LF	375	\$ 1,000.00	\$ 375,000.00	LF	0	\$ 1,000.00	\$ -		
10.	Sanitary sewer manhole (4' diameter), all depths	EA	8	\$ 5,000.00	\$ 40,000.00	EA	8	\$ 5,000.00	\$ 40,000.00		
11.	Sanitary sewer manhole (5' diameter), all depths	EA	5	\$ 8,000.00	\$ 40,000.00	EA	5	\$ 8,000.00	\$ 40,000.00		
12.	<b>Bolted</b> sanitary sewer manhole (5' diameter), all depths	EA	4	\$ 10,000.00	\$ 40,000.00	EA	4	\$ 10,000.00	\$ 40,000.00		
13.	Sanitary sewer manhole (6' diameter), all depths	EA	10	\$ 14,000.00	\$ 140,000.00	EA	10	\$ 14,000.00	\$ 140,000.00		
14.	<b>Bolted</b> sanitary sewer manhole (6' diameter), all depths	EA	10	\$ 16,000.00	\$ 160,000.00	EA	10	\$ 16,000.00	\$ 160,000.00		
15.	Trench safety system, all depths and all sewer pipes	LF	10,085	\$ 1.00	\$ 10,085.00	LF	10,085	\$ 1.00	\$ 10,085.00		
16.	TV Inspection	LF	10,085	\$ 3.00	\$ 30,255.00	LF	10,085	\$ 3.00	\$ 30,255.00		
<b>Engineering Costs</b>											
17.	Engineering (10%)	LS	1	\$ 267,000.00	\$ 267,000.00	LS	1	\$ 201,000.00	\$ 201,000.00		
18.	Material Testing (1.5%)	LS	1	\$ 40,000.00	\$ 40,000.00	LS	1	\$ 31,000.00	\$ 31,000.00		
19.	Construction Management (2%)	LS	1	\$ 54,000.00	\$ 54,000.00	LS	1	\$ 41,000.00	\$ 41,000.00		
<b>Phase IA Total</b>					<b>\$ 3,024,620.00</b>	<b>Phase IA Total</b>					<b>\$ 2,282,020.00</b>
<b>Contingencies (10%)</b>					<b>\$ 302,462.00</b>	<b>Contingencies (10%)</b>					<b>\$ 228,202.00</b>
<b>Phase IA TOTAL COST</b>					<b>\$ 3,327,082.00</b>	<b>Phase IA TOTAL COST</b>					<b>\$ 2,510,222.00</b>
<b>Phase IB</b>											
<b>Miscellaneous</b>											
20.	Mobilization (3% of Construction Costs)	LS	1	\$ 21,000.00	\$ 21,000.00	LS	1	\$ 16,000.00	\$ 16,000.00		
21.	Clearing, grubbing and stripping	AC	2	\$ 2,500.00	\$ 5,000.00	AC	2	\$ 2,500.00	\$ 5,000.00		
22.	Hydromulch	AC	2	\$ 3,500.00	\$ 7,000.00	AC	2	\$ 3,500.00	\$ 7,000.00		
<b>Sanitary Sewer Facilities</b>											
23.	18-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	0	\$ 150.00	\$ -	LF	2,590	\$ 150.00	\$ 388,500.00		
24.	24-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	2,590	\$ 210.00	\$ 543,900.00	LF	0	\$ 210.00	\$ -		
25.	Sanitary sewer manhole (4' diameter), all depths	EA	0	\$ 5,000.00	\$ -	EA	0	\$ 5,000.00	\$ -		
26.	Sanitary sewer manhole (5' diameter), all depths	EA	4	\$ 8,000.00	\$ 32,000.00	EA	4	\$ 8,000.00	\$ 32,000.00		
27.	Sanitary sewer manhole (6' diameter), all depths	EA	5	\$ 14,000.00	\$ 70,000.00	EA	5	\$ 14,000.00	\$ 70,000.00		
28.	Trench safety system, all depths and all sewer pipes	LF	2,590	\$ 1.00	\$ 2,590.00	LF	2,590	\$ 1.00	\$ 2,590.00		
29.	TV Inspection	LF	2,590	\$ 3.00	\$ 7,770.00	LF	2,590	\$ 3.00	\$ 7,770.00		
<b>Engineering Costs</b>											
30.	Engineering (10%)	LS	1	\$ 69,000.00	\$ 69,000.00	LS	1	\$ 53,000.00	\$ 53,000.00		
31.	Material Testing (1.5%)	LS	1	\$ 11,000.00	\$ 11,000.00	LS	1	\$ 8,000.00	\$ 8,000.00		
32.	Construction Management (2%)	LS	1	\$ 14,000.00	\$ 14,000.00	LS	1	\$ 11,000.00	\$ 11,000.00		
<b>Phase IB Total</b>					<b>\$ 783,260.00</b>	<b>Phase IB Total</b>					<b>\$ 600,860.00</b>
<b>Contingencies (10%)</b>					<b>\$ 78,326.00</b>	<b>Contingencies (10%)</b>					<b>\$ 60,086.00</b>
<b>Phase IB TOTAL COST</b>					<b>\$ 861,586.00</b>	<b>Phase IB TOTAL COST</b>					<b>\$ 660,946.00</b>

Exhibit M

July 26, 2021

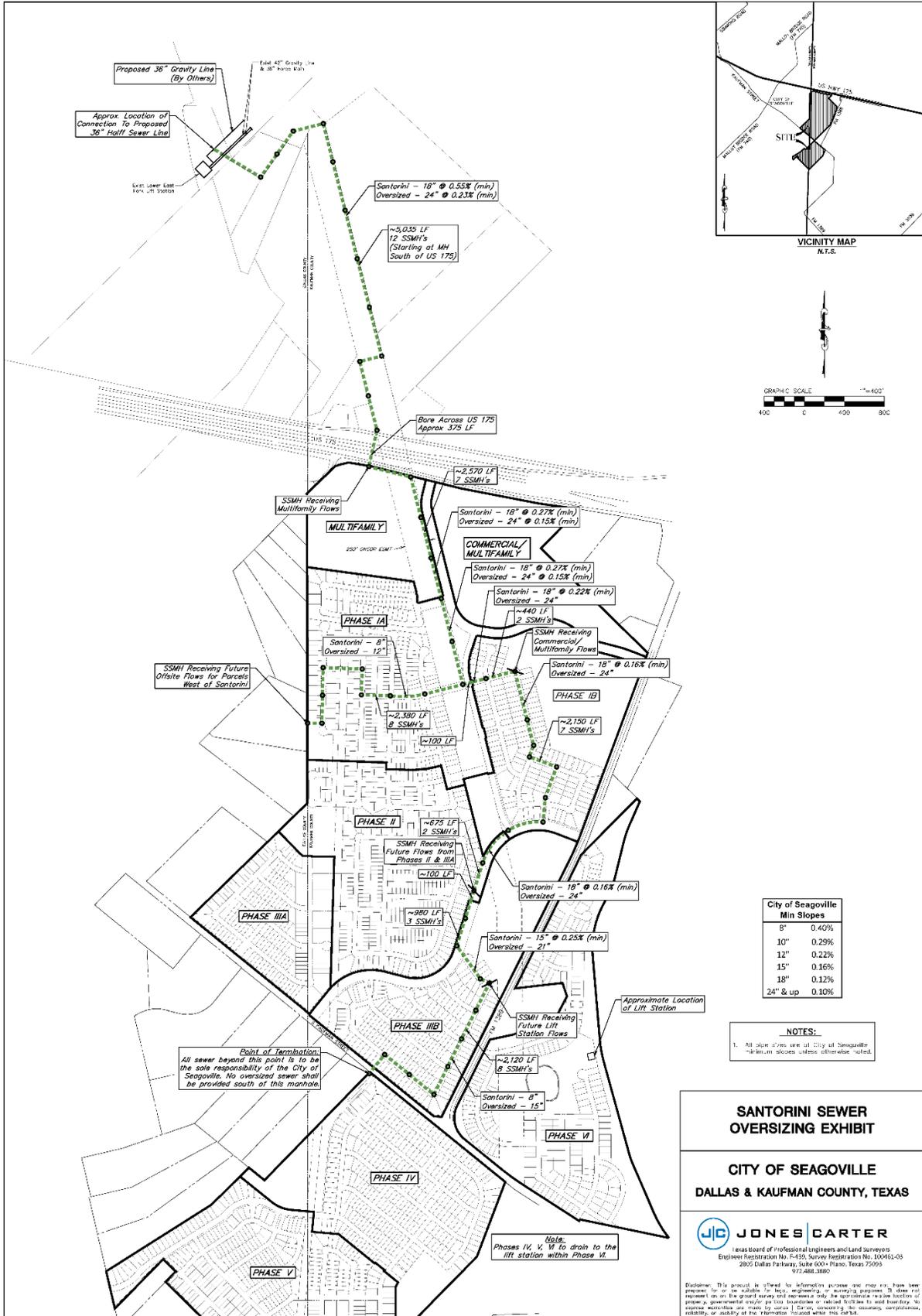
Item No.	Description	Oversized Estimate				Santorini Estimate				
		Unit	Quantity	Unit Price	Total	Unit	Quantity	Unit Price	Total	
<b>Phase II</b>										
<b>Miscellaneous</b>										
33.	Mobilization (3% of Construction Costs)	LS	1	\$ 6,000.00	\$ 6,000.00	LS	1	\$ 5,000.00	\$ 5,000.00	
34.	Clearing, grubbing and stripping	AC	1	\$ 2,500.00	\$ 2,500.00	AC	1	\$ 2,500.00	\$ 2,500.00	
35.	Hydromulch	AC	1	\$ 3,500.00	\$ 3,500.00	AC	1	\$ 3,500.00	\$ 3,500.00	
<b>Sanitary Sewer Facilities</b>										
36.	15-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	0	\$ 110.00	\$ -	LF	100	\$ 110.00	\$ 11,000.00	
37.	18-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	0	\$ 150.00	\$ -	LF	675	\$ 150.00	\$ 101,250.00	
38.	21-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	100	\$ 180.00	\$ 18,000.00	LF	0	\$ 180.00	\$ -	
39.	24-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	675	\$ 210.00	\$ 141,750.00	LF	0	\$ 210.00	\$ -	
40.	Sanitary sewer manhole (4' diameter), all depths	EA	0	\$ 5,000.00	\$ -	EA	0	\$ 5,000.00	\$ -	
41.	Sanitary sewer manhole (5' diameter), all depths	EA	1	\$ 8,000.00	\$ 8,000.00	EA	1	\$ 8,000.00	\$ 8,000.00	
42.	Sanitary sewer manhole (6' diameter), all depths	EA	1	\$ 14,000.00	\$ 14,000.00	EA	1	\$ 14,000.00	\$ 14,000.00	
43.	Trench safety system, all depths and all sewer pipes	LF	775	\$ 1.00	\$ 775.00	LF	775	\$ 1.00	\$ 775.00	
44.	TV Inspection	LF	775	\$ 3.00	\$ 2,325.00	LF	775	\$ 3.00	\$ 2,325.00	
<b>Engineering Costs</b>										
45.	Engineering (10%)	LS	1	\$ 20,000.00	\$ 20,000.00	LS	1	\$ 15,000.00	\$ 15,000.00	
46.	Material Testing (1.50%)	LS	1	\$ 3,000.00	\$ 3,000.00	LS	1	\$ 3,000.00	\$ 3,000.00	
47.	Construction Management (2%)	LS	1	\$ 4,000.00	\$ 4,000.00	LS	1	\$ 3,000.00	\$ 3,000.00	
<b>Phase II Total</b>					<b>\$ 223,850.00</b>	<b>Phase II Total</b>				
<b>Contingencies (10%)</b>					<b>\$ 22,385.00</b>	<b>Contingencies (10%)</b>				
<b>Phase II TOTAL COST</b>					<b>\$ 246,235.00</b>	<b>Phase II TOTAL COST</b>				

<b>Phase IIIB</b>										
<b>Miscellaneous</b>										
48.	Mobilization (3% of Construction Costs)	LS	1	\$ 17,000.00	\$ 17,000.00	LS	1	\$ 9,000.00	\$ 9,000.00	
49.	Clearing, grubbing and stripping	AC	3	\$ 2,500.00	\$ 7,500.00	AC	3	\$ 2,500.00	\$ 7,500.00	
50.	Hydromulch	AC	3	\$ 3,500.00	\$ 10,500.00	AC	3	\$ 3,500.00	\$ 10,500.00	
<b>Sanitary Sewer Facilities</b>										
51.	8-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	0	\$ 36.00	\$ -	LF	2,120	\$ 36.00	\$ 76,320.00	
52.	15-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	2,120	\$ 110.00	\$ 233,200.00	LF	980	\$ 110.00	\$ 107,800.00	
53.	21-inch Sanitary Sewer, all depths (including air testing, mandrel testing, bedding and backfill)	LF	980	\$ 180.00	\$ 176,400.00	LF	0	\$ 180.00	\$ -	
54.	Sanitary sewer manhole (4' diameter), all depths	EA	0	\$ 5,000.00	\$ -	EA	7	\$ 5,000.00	\$ 35,000.00	
55.	Sanitary sewer manhole (5' diameter), all depths	EA	6	\$ 8,000.00	\$ 48,000.00	EA	2	\$ 8,000.00	\$ 16,000.00	
56.	Sanitary sewer manhole (6' diameter), all depths	EA	5	\$ 14,000.00	\$ 70,000.00	EA	2	\$ 14,000.00	\$ 28,000.00	
57.	Trench safety system, all depths and all sewer pipes	LF	3,100	\$ 1.00	\$ 3,100.00	LF	3,100	\$ 1.00	\$ 3,100.00	
58.	TV Inspection	LF	3,100	\$ 3.00	\$ 9,300.00	LF	3,100	\$ 3.00	\$ 9,300.00	
<b>Engineering Costs</b>										
59.	Engineering (10%)	LS	1	\$ 58,000.00	\$ 58,000.00	LS	1	\$ 31,000.00	\$ 31,000.00	
60.	Material Testing (1.50%)	LS	1	\$ 9,000.00	\$ 9,000.00	LS	1	\$ 5,000.00	\$ 5,000.00	
61.	Construction Management (2%)	LS	1	\$ 12,000.00	\$ 12,000.00	LS	1	\$ 7,000.00	\$ 7,000.00	
<b>Phase IIIB Total</b>					<b>\$ 654,000.00</b>	<b>Phase IIIB Total</b>				
<b>Contingencies (10%)</b>					<b>\$ 65,400.00</b>	<b>Contingencies (10%)</b>				
<b>Phase IIIB TOTAL COST</b>					<b>\$ 719,400.00</b>	<b>Phase IIIB TOTAL COST</b>				

SUMMARY TABLE		
Phase	Oversized	Santorini
IA	\$ 3,327,082	\$ 2,510,222
IB	\$ 861,586	\$ 660,946
II	\$ 246,235	\$ 186,285
IIIB	\$ 719,400	\$ 380,072
<b>TOTAL</b>	<b>\$ 5,154,303</b>	<b>\$ 3,737,525</b>

<b>Difference in Costs</b>
<b>\$ 1,416,778</b>

Exhibit M



**SANTORINI SEWER  
OVERSIZING EXHIBIT**

**CITY OF SEAGOVILLE  
DALLAS & KAUFMAN COUNTY, TEXAS**

**J|C JONES | CARTER**  
Texas Board of Professional Engineers and Land Surveyors  
Engineer Registration No. F-435, Survey Registration No. 100461-03  
2805 Dallas Parkway, Suite 600 • Plano, Texas 75099  
972.468.3882

Disclaimer: This project is intended for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an offer of professional services. The appropriate review and verification of proper governmental order, professional liability, and boundary. No warranty, express or implied, is made by Jones | Carter, concerning the accuracy, completeness, reliability, or safety of the information contained within this exhibit.

Exhibit M

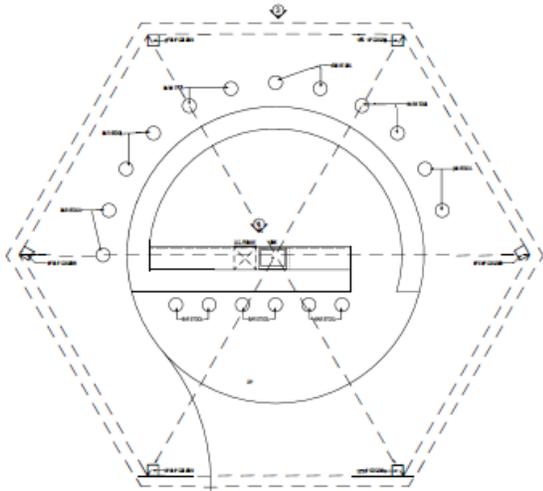
**EXHIBIT N**

**LAGUNA**

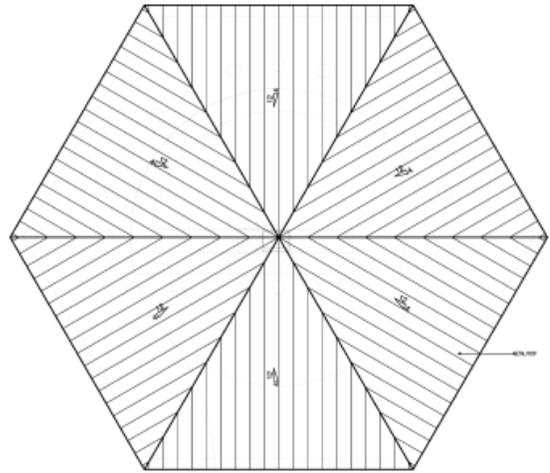


**DRAFT** *Santorini Lagoon*

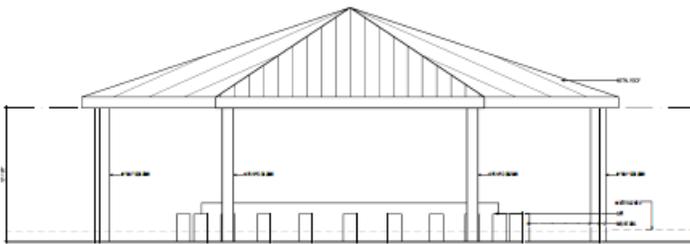
**EXHIBIT O**  
**SWIM UP BAR**



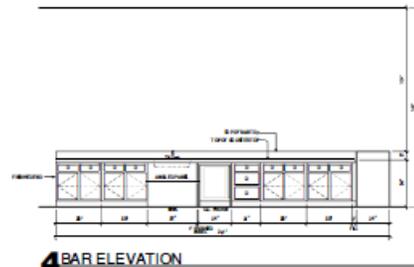
**1** SWIM UP BAR PLAN



**2** SWIM UP BAR ROOF PLAN



**3** SWIM UP BAR ELEVATION



**4** BAR ELEVATION

**EXHIBIT P**  
**SPLASH PAD**

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**EXHIBIT Q**  
**FLOWRIDER**



**EXHIBIT R**

**SIGNS**



**DIGITAL SIGN CONCEPTS**

**SANTORINI**

# NOW OPEN





# Lagoon Life



## **EXHIBIT S**

### **PARKING CALCULATION**

will walk, bicycle, or drive golf carts to the facility. Additionally, the adjacent multi-family residents will have their own parking lot within the multi-family project and will simply walk to the Laguna. The majority of the visitors to the Laguna will stay from 2-3 hours, with a morning, afternoon, and evening cycle of visitors.

The parking requirements will be calculated utilizing the following:

- The Laguna capacity will be based on beach size, with 15 square feet of beach assumed for each visitor.
- The beach capacity will be “cycled” 2.5 times per day.
- One parking space will be required per every three visitors.

An example calculation: The total beach area will range between 20,000 – 30,000 sf.

- 25,000 sf of beach divided by 15 sf per person equals 1,667 visitors per day.
- 1,667 visitors divided by 2.5 (visitors will come and go through the day) equals 669 visitors at any one time.
- 669 visitors divided by 3 visitors per car equals 222 parking spaces.

## *Regular Session Agenda Item: 5*

**Meeting Date: December 20, 2021**

### **MAYOR'S REPORT**

## *Regular Session Agenda Item: 6*

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Taylor Farms Project, LLC, a Texas Limited Liability Company; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

The City Council has been presented with a proposed Pre-Development and Professional Services Reimbursement Agreement (herein the “Agreement”) between the City of Seagoville and Taylor Farms Project, LLC, a Texas limited liability company (“Developer”, a true and correct copy of said Agreement being attached hereto and incorporated herein by this reference as Exhibit “1”).

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution  
Pre-Development and Professional Services Reimbursement Agreement w/ Taylor Farms Project  
LLC

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PRE-DEVELOPMENT AND PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS, AND TAYLOR FARMS PROJECT, LLC, A TEXAS LIMITED LIABILITY COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has been presented with a proposed Pre-Development and Professional Services Reimbursement Agreement (herein the “Agreement”) between the City of Seagoville and Taylor Farms Project, LLC, a Texas limited liability company (“Developer”, a true and correct copy of said Agreement being attached hereto and incorporated herein by this reference as Exhibit “1”; and

**WHEREAS**, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of the Agreement should be approved, and that the Mayor should be authorized to execute this Agreement on behalf of the City of Seagoville.

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

**SECTION 1.** The City Council does hereby approve the Pre-Development and Professional Services Reimbursement Agreement attached hereto and incorporated herein as Exhibit “1” and authorizes the Mayor to execute the same on behalf of the City of Seagoville, Texas.

**SECTION 2.** This Resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS 20<sup>th</sup> DAY OF DECEMBER, 2021.**

ATTEST:

APPROVED:

---

Kandi Jackson, City Secretary

---

Dennis K. Childress, Mayor

APPROVED AS TO FORM:

---

Victoria W. Thomas, City Attorney  
(/cdb 12.16.2021)

**PRE-DEVELOPMENT AND PROFESSIONAL SERVICES  
REIMBURSEMENT AGREEMENT**

This Pre-Development and Professional Services Reimbursement Agreement ("Agreement"), effective as of the Effective Date as defined herein, is made and entered into by and between the CITY OF SEAGOVILLE, TEXAS, a home rule city (the "City"), and TAYLOR FARMS PROJECT LLC, a Texas limited liability company ("Developer"), the developer of that certain tract of land located within the City's corporate limits and described in Exhibit A attached hereto (the "Development Area"). City and Developer may each be referred to herein as "Party" and collectively as the "Parties".

**Recitals**

WHEREAS, the Developer is purchasing and desires to develop the Development Area as a master-planned residential community; and

WHEREAS, the current owner of the Property has petitioned the City for a Public Improvement District ("PID"), which will include the Development Area within its boundaries, under the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, the City and the Developer hereby recognize and agree that through the entire PID process (creation, negotiation, review, execution, and initial administration), and also during the development process relating to the Development Area, the City will obtain professional services related thereto from independent, third-party professionals related to issues associated with the PID and/or related to issues necessitated by developing the Development Area, including but not limited to all services associated with creation, negotiation, review, and execution of the PID, drafting, negotiating and executing a development agreement and other related agreements including agreements with Developer and/or the PID and/or others as necessary in relation to the PID, as well as legal, expert, appraising, surveying, and consulting services associated with any required exercise of the City's power of eminent domain that becomes necessary for obtaining property interests necessary for the construction of certain public infrastructure to be built to improve the Development Area ("Professional Services"); and

WHEREAS, the City and the Developer recognize and agree that through the entire development process, including creation, negotiation, review, execution and initial administration of the PID, the City will be required to incur expenses, including expenses for the Professional Services and for legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, court costs, special consultant fees, and fees for administrative time of City staff (collectively "City Expenses"); and

WHEREAS, the Developer recognizes that the City has limited financial resources to expend for the City Expenses and without the financial assistance of the Developer, the City may be unable to expeditiously process the formation of the PID and assist the Developer with developing the Development Area; and

WHEREAS, as a result and in consideration of the foregoing, the Developer desires and hereby agrees to pay and/or reimburse City for all City Expenses in accordance with the terms of this Agreement; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interest of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree as follows:

### Agreement

1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into this Agreement and adopted by the parties to this Agreement.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit A – Legal Description and Boundary Survey of Development Area.

3. Payment for City Expenses. Developer shall be responsible for reimbursing City for the payment of City Expenses subject to the terms of this Section 3.

(a) Upon execution of this Agreement, the Developer shall deliver to the City \$20,000 (“Developer Deposit”) to be used by the City for the sole purpose of making payment for City Expenses including but not limited to City Expenses incurred for Professional Services performed by City Consultants. For purposes of this Agreement, “City Consultants” means such professionals as City may engage to provide advice and counsel and other professional services in association with the Professional Services, which professionals shall include, but not be limited to, attorneys, professional engineers, surveyors, accountants, appraisers, and financial advisors and specifically includes but is not limited to:

- a. Nichols, Jackson, Dillard, Hager & Smith, LLP;
- b. Hilltop Securities;
- c. Bracewell, LLP;
- d. P3Works, Inc.
- e. Pyles Whatley Corporation; and
- f. Halff Associates, Inc.

(b) City agrees to hold the Developer Deposit in a separate fund maintained by City within City’s books of account. Notwithstanding the foregoing, City may commingle the funds for the Developer Deposit with City’s other funds held within City’s depository or investment accounts provided all funds received into and spent from such separate fund are accounted for by City as provided in the paragraph (d), below.

(c) Not later than ten (10) business days after receipt of written notice from City that the balance in the Developer Deposit has decreased to less than \$5,000, Developer shall remit to City an additional amount necessary to restore the balance of the Developer Deposit to \$20,000. Developer understands and agrees that if Developer fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section 3(c), City may, at City's sole discretion, cease incurring additional City Expenses, including, but not limited to, directing all City Consultants to cease all work hereunder until such time as Developer deposits funds with City in an amount sufficient to comply with its obligations under this Section 3(c).

(d) Upon written request from Developer, but in no case more often than once each sixty (60) days during the term of this Agreement, City agrees to provide a written account of the funds spent from the Developer Deposit. Developer shall have the right to examine the invoices and receipts supporting the expenditures made by City; provided, however, City shall be entitled to redact any information from invoices provided by any City Consultant which City has determined, in City's sole discretion, is protected by the attorney/client privilege or constitutes attorney work product. Developer shall have ten (10) days after receipt of City's account to review City's accounting and make objections thereto. If Developer objects to any City Expense paid from the Developer Deposit, the Parties shall attempt to resolve the dispute within a reasonable period of time. However, if notwithstanding their collective good faith effort the dispute cannot be timely resolved, City's payment of the disputed City Expense shall be final.

(e) In engaging any City Consultant, City shall act in good faith and shall not incur unnecessary or unreasonable costs or pay costs other than the City Expenses from the Developer Deposit.

(f) If Developer determines to not proceed with the creation of the PID, Developer will notify City pursuant to Section 5, below. Upon Developer's notice of termination of this Agreement, City will promptly notify all City Consultants to stop work and cease incurring further City Expenses.

(g) Not later than ten (10) days after City has determined that City has paid all City Expenses and that no further City Expenses will be incurred pursuant to this Agreement, City agrees to refund to Developer any remaining balance of the Developer Deposit. If on termination of this Agreement, the funds in the Developer Deposit are insufficient to pay City Expenses that remain due and payable, not later than ten (10) days after receipt of written request from City, Developer shall pay to City an amount equal to the remaining unpaid City Expenses less the balance of any of the Developer Deposit remaining in City's accounts. Notwithstanding any other provision of this Agreement to the contrary, the obligations of the Parties set forth in this Section 3(g) shall survive any termination of this Agreement, and the Parties do not release or discharge their respective rights to such payments.

(h) For purpose of this Agreement, City may be reimbursed for City Expenses, including but not limited to the City Expenses incurred in the negotiation and execution of this Agreement, notwithstanding a portion of such City Expenses were incurred and the work performed by the City Consultants prior to the Effective Date.

4. City's Obligations. In utilizing Professional Services, the City shall act in good faith and shall not incur costs unnecessarily and arbitrarily. The parties agree that nothing in this Agreement obligates the City to enter into a Development Agreement, approve creation or establishment of a PID or enter agreements relating thereto, or otherwise approve any particular project proposed by the Developer and that the City retains its authority to approve, deny, or approve in part, any project or district in accordance with state law and the City's adopted regulations. Developer's obligation to pay the City Expenses shall exist and continue independent of whether a Development Agreement is executed, and regardless of whether the PID is approved or established or whether agreements necessary thereto are executed. This Agreement confers no vested rights or development rights on the Property or to the Developer or Owner of the Property.

5. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing not less than five (5) business days' written notice of termination to the other Party. Termination of this Agreement shall be the sole and exclusive remedy of City or Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. City shall be entitled to pay City Expenses from the Developer Deposit for:

(a) Work performed by City Consultants or others in providing Professional Services incurred through the date of termination; and

(b) Expenses for which City is contractually obligated to reimburse a City Consultant or other person or entity providing Professional Services.

6. City's Right to Information. Promptly on request by the City or any of the City's professional consultants providing Professional Services in accordance with this Agreement, the Developer agrees to provide such information relating to development of the Development Area, including financial information, as the City or its consultants may in their discretion determine is necessary for their evaluation of the feasibility or advisability of the PID, or of the creation or use of a particular district or zone in furtherance of the Development Area. The City shall direct its City Attorney and other legal counsel retained not to release any data or information provided by the Developer to a third party, unless either the Developer provides written consent for such release or the City is otherwise directed to release the information by the Office of the Texas Attorney General ("OAG"). In addition, absent the Developer's authorization for the release of the Developer's data and information, the City shall direct the City Attorney to diligently seek approval of the OAG to withhold proprietary and confidential information subject to a request for public information pursuant to Chapter 552 of the Texas Government Code.

7. City Attorney's Obligations. Notwithstanding anything to the contrary contained herein, the Developer acknowledges that the City Attorney shall exclusively represent the legal interest of the City of Seagoville, Texas, and that no attorney-client privilege between the Developer and the offices of the City Attorney, or any of its attorneys, shall be established by virtue of this Agreement.

8. No Obligation to Establish PID. Developer acknowledges that City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto,

and nothing contained within this Agreement shall create any such obligation. Developer's obligation to pay the City Expenses as provided herein above shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property or to Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development on the Property.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the obligation of the Developer to pay City Expenses.

10. Amendment. This Agreement may only be amended or altered by written instrument signed by the Developer and the City.

11. Successors and Assigns. Neither the City nor the Developer may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other party. This Agreement is binding upon and inures to the benefit of the City and the Developer and their permitted assigns; however, this Agreement confers no rights or benefits on any third parties and, in particular, no rights or benefits on any provider of Professional Services other than for payment of services rendered.

12. Notice. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 11:

City:

City of Seagoville  
Patrick Stallings, City Manager  
702 US-175 Frontage Road  
Seagoville, Texas 75159

With a Copy to:

Victoria W. Thomas, City Attorney  
Nichols Jackson Dillard Hager & Smith  
500 North Akard, Suite 1800  
Dallas, Texas 75201

Developer:

Taylor Farms Project LLC  
Attn: Lou Rathburn  
18363 Frankford Lake Cir,  
Dallas, Texas 75252

With a Copy to:

William "Bill" Camp  
8445 Freeport Parkway, Ste. 150  
Irving, TX 75063  
billcamp@camplaw.com

13. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

14. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Dallas County, Texas.

15. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

17. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

18. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

21. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party.

22. Non-Recordation. This Agreement shall not be recorded.

23. Effective Date. Whether signed in duplicate counterparts or on the same document, this Agreement shall be effective on the date it bears the signatures of authorized representatives of all of the Parties (the "Effective Date").

Executed by Developer and City to be effective on the Effective Date.

**DEVELOPER:**

Date: 12/9/2021

**Taylor Farms Project LLC, a Texas limited liability company**

**By: Money Box II, its Managing Member and a Texas limited liability company**

By: Lou Rathburn  
Lou Rathburn, manager of Money Box II  
manager for Taylor Farms Project, LLC

**CITY:**

Date: \_\_\_\_\_

**City of Seagoville, Texas**

By: \_\_\_\_\_  
Dennis K. Childress, Mayor

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

Approved as to form:

By: \_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(090221vwtTM124572)

Exhibit "A"  
[Legal Description and Boundary Survey for Development Area]

**PROPERTY DESCRIPTION**

BEING a tract of land situated in the City of Seagoville, Dallas County, Texas, a part of Herman Heider Survey, Abstract No. 541, and being part of a called 128.468 acre tract of land described in a Special Warranty Deed to Charlotte Lee Taylor, recorded in Instrument No. 20070095730, Deed Records, Dallas County, Texas (D.R.C.C.T) and being part of a called 130.102 acre tract of land described in a Special Warranty Deed to Charlotte Lee Taylor, recorded in Instrument No. 20070095728, (D.R.C.C.T) and being more particularly described as follows:

BEGINNING at a five-eighths inch iron rod with cap stamped "3963" found at the east corner of said 130.102 acre tract of land, said iron rod being in the southwest line of a called 10.0 acre tract of land described in Deed to O.D. Ogletree, recorded in Volume 240, Page 856, D.R.D.C.T.;

THENCE South 45 degrees 13 minutes 16 seconds West, a distance of 713.17 feet along the southeast line of said 130.102 acre tract of land to a point for corner in or near the centerline of East Simonds Road (a variable width right-of-way);

THENCE South 45 degrees 46 minutes 54 seconds West, a distance of 196.08 feet along the southeast line of said 130.102 acre tract of land and along the centerline of East Simonds Road to a Mag Nail Found at the most easterly corner of a right-of-way dedication described in Seagoville Fire Station No. 2 Plat, an addition to the City of Seagoville, recorded in Instrument No. 201900213342, Plat Records, Dallas County, Texas (P.R.D.C.T.);

THENCE North 45 degrees 24 minutes 28 seconds West, passing at a distance of 50.00 feet a five-eighths inch iron rod with cap stamped "3963" found, continuing in all a total distance of 513.51 feet to a five-eighths inch iron rod with cap stamped "3963" found at the north corner of Lot 1, Block 1, said Seagoville Fire Station No. 2 Plat;

THENCE South 45 degrees 46 minutes 54 seconds West, passing at a distance of 420.00 feet a one-half inch iron rod with cap stamped "HALFF" found at the west corner of said Lot 1 and the most northerly corner of said right-of-way dedication, continuing in all a total distance of 470.00 feet to a five-eighths inch iron rod with cap stamped "3963" found at the most westerly corner of said right-of-way dedication;

THENCE South 45 degrees 24 minutes 28 seconds East, passing at a distance of 463.51 feet a five-eighths inch iron rod with cap stamped "3963" found, continuing in all a total distance

of 513.51 feet to a Mag Nail found in the southeast line of said 130.102 acre tract of land, said Mag Nail being in or near the centerline of East Simonds Road;

THENCE South 45 degrees 46 minutes 54 seconds West, a distance of 1,336.12 feet along the centerline of East Simonds Road to a point for corner in the southeast line of said 128.468 acre tract of land;

THENCE South 45 degrees 08 minutes 24 seconds West, a distance of 1,858.12 feet along the southeast line of said 128.468 acre tract of land and along the centerline of East Simonds Road to a point at the south corner of 128.468 acre tract of land, said point being in the northeast line of Seagoville Road (an 80 foot right-of-way);

THENCE North 44 degrees 53 minutes 30 seconds West, along the southwest line of said 128.468 acre tract of land and along the northeast line of Seagoville Road, passing at a distance of 21.76 feet a three-eighths inch iron rod found, continuing in all a total distance of 618.41 feet to a five-eighths inch iron rod with cap stamped "3963" found for corner;

THENCE North 44 degrees 57 minutes 32 seconds West, along the southwest line of said 128.468 acre tract of land and along the northeast line of Seagoville Road, a distance of 605.38 feet to a five-eighths inch iron rod with cap stamped "3963" found for corner;

THENCE North 45 degrees 02 minutes 28 seconds East, a distance of 654.61 feet to an iron rod set for corner;

THENCE North 43 degrees 19 minutes 56 seconds West, a distance of 1,050.42 feet to a one-half inch iron rod with cap stamped "Bohler Eng" set (hereinafter called iron rod set) for corner;

THENCE South 45 degrees 02 minutes 28 seconds West, a distance of 684.42 feet to a iron rod set in the southwest line of said 128.468 acre tract of land, said iron rod being in the northeast line of Seagoville Road;

THENCE North 44 degrees 57 minutes 32 seconds West, along the southwest line of said 128.468 acre tract of land and along the northeast line of Seagoville Road, a distance of 173.60 feet to a one-half inch iron rod set at the west corner of said 128.468 acre tract of land, from which a one-half inch iron rod found at the west corner of called 3.995 acre tract of land described in Volume 5626, Page 665, Deed Records, Dallas County, Texas bears North 44 degrees 57 minutes 32 seconds West a distance of 100.00 feet;

THENCE North 44 degrees 56 minutes 08 seconds East, a distance of 3,489.59 feet to a point for corner in the northwest line of said 130.102 acre tract of land;

THENCE North 44 degrees 32 minutes 19 seconds East, a distance of 1,074.56 feet to a three-eighths inch iron rod found at the north corner of said 130.102 acre tract of land;

THENCE along the northeast line of said 130.102 acre tract of land as follows:

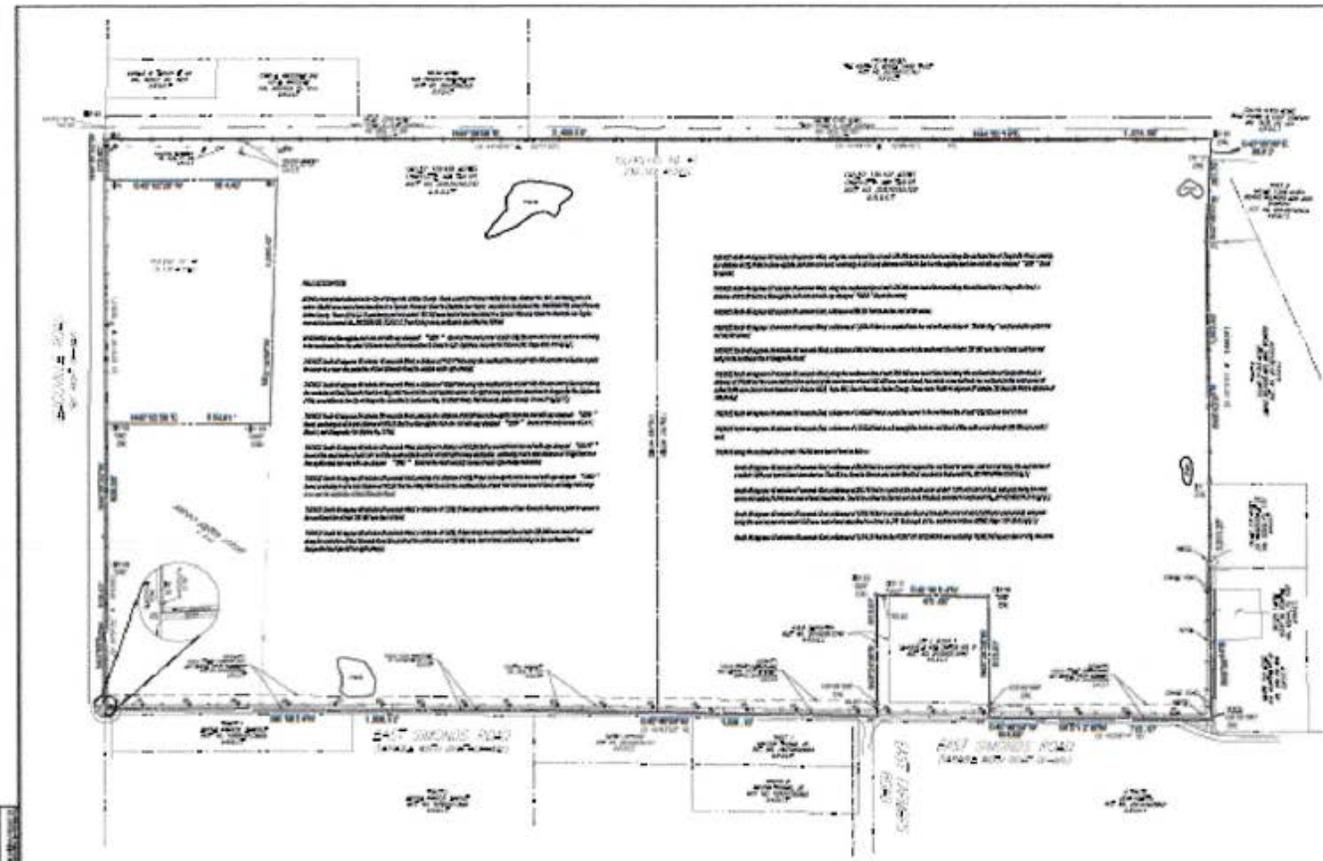
South 43 degrees 05 minutes 38 seconds East, a distance of 89.62 feet to a one-half inch capped iron rod found for corner, said iron rod being the west corner of a called 1.098 acre tract of land described as Tract B in a Deed to Dennis and Janis Woolford, recorded in Instrument No. 201100149454 (D.R.D.C.T.);

South 42 degrees 45 minutes 47 seconds East, a distance of 351.74 feet to a point at the south corner of said 1.098 acre tract of land, said point being the west corner of a called 21.916 acre tract of land described as Tract B in a Deed to Dennis and Janis Woolford, recorded in Instrument No. 201100150319 (D.R.D.C.T.);

South 45 degrees 42 minutes 33 seconds East, a distance of 1,042.40 feet to an iron pipe found at the south corner of said 21.916 acre tract of land, said point being the west corner of a called 3.33 acre tract of land described in a Deed to J.R. Yarbrough, Et Ux, recorded in Volume 92202, Page 1127 (D.R.D.C.T.);

South 45 degrees 35 minutes 44 seconds East, a distance of 1,011.27 feet to the POINT OF BEGINNING and containing 10,295,145 square feet or 236.344 acres.

SAVE AND EXCEPT the Public Street Right-of-Way and General Utility Easement Part 1 and Part 2 filed and recorded as Instrument Number 201900305899 D.R.C.C.T being 4.40 acres and 1.25 acres respectively and totaling 5.65 acres.



LOCATION MAP  
SCALE: 1" = 100'



**NOTES:**  
 1. All bearings and distances are as shown on this map unless otherwise noted.  
 2. All bearings are true bearings unless otherwise noted.  
 3. All distances are in feet unless otherwise noted.  
 4. All corners are marked with iron pins unless otherwise noted.  
 5. All lines are shown as shown on this map unless otherwise noted.  
 6. All lines are shown as shown on this map unless otherwise noted.  
 7. All lines are shown as shown on this map unless otherwise noted.  
 8. All lines are shown as shown on this map unless otherwise noted.  
 9. All lines are shown as shown on this map unless otherwise noted.  
 10. All lines are shown as shown on this map unless otherwise noted.

**REFERENCES:**  
 1. Survey of [Name] by [Name] of [Firm] dated [Date].  
 2. Survey of [Name] by [Name] of [Firm] dated [Date].  
 3. Survey of [Name] by [Name] of [Firm] dated [Date].

**LEGEND:**  
 --- BOUNDARY LINE  
 --- EASEMENT LINE  
 --- RIGHT-OF-WAY LINE  
 --- ETC.

WILLIAM EDGEMOND, JR.  
 SURVEYOR  
 10000 N. LOOP WEST, SUITE 1000, DALLAS, TEXAS 75243  
 (214) 343-1111  
 www.williamedgmond.com

**BOUNDARY SURVEY**  
 225.314 ACRES OUT OF THE  
 HENRY HENRIE TRACT, PART OF SEC. 34  
 T10N R10E S10E, DALLAS COUNTY, TEXAS

GENDER INVESTMENT CORP.		BY [Signature]	
10000 N. LOOP WEST, SUITE 1000, DALLAS, TEXAS 75243		DATE: [Date]	
<b>BOHLER</b>		BY [Signature]	
10000 N. LOOP WEST, SUITE 1000, DALLAS, TEXAS 75243		DATE: [Date]	

## *Regular Session Agenda Item: 7*

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Taylor Farms Project Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit '1' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville desires to enter into an agreement with P3Works, LLC ("Consultant") for consultant services for the Taylor Farms Project Public Improvement District.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution  
Agreement for Public Improvement District Administration Services

**RESOLUTION NO. \_\_-R-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE AND P3WORKS, LLC TO PROVIDE CONSULTANT SERVICES FOR THE TAYLOR FARMS PROJECT PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, DESCRIBED THEREIN AS PROVIDED IN EXHIBIT '1' ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville desires to enter into an agreement with P3Works, LLC (“Consultant”) for consultant services for the Taylor Farms Project Public Improvement District; and

**WHEREAS**, the City Council of the City of Seagoville believes it is in the best interest of the City and its citizens to approve said agreement.

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

**SECTION 1.** The City Council hereby authorizes, approves, and accepts the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville, Texas and P3Works, LLC, for the consultant services for the Taylor Farms Project Public Improvement District, as provided in Exhibit ‘1’, attached hereto and incorporated herein (the “Agreement”).

**SECTION 2.** That the City Council of the City of Seagoville hereby authorizes the City Manager to execute the Agreement and any necessary documents to give effect to the same.

**SECTION 3.** That this Resolution shall take effect immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, on the 20<sup>th</sup> day of December, 2021.

**CITY OF SEAGOVILLE, TEXAS  
APPROVED:**

---

Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

---

Victoria W. Thomas, City Attorney

(/cdb 12.16.2021)

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT  
ADMINISTRATION SERVICES**

This Agreement for Public Improvement District Administration Services (“Agreement”) is entered into by and between the City of Seagoville, Texas (“City”) and P3Works, LLC, a Texas limited liability company (“P3Works”), by and through their authorized representatives. Collectively, the City and P3Works may be referred to as “Parties” and individually as a “Party”.

**RECITALS**

**WHEREAS**, the Developer of Taylor Farms has requested the City author and create the Taylor Farms Public Improvement District (“PID” or “District”) to finance the costs of certain public improvements for the benefit of property as authorized by Chapter 372 of the Texas Local Government Code, as amended (“PID Act”); and

**WHEREAS**, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Act, Texas Local Government Code, Chapter 372, as amended; and

**WHEREAS**, the City requires specialized services related to the creation of the District, including revising and updating of the Service and Assessment Plan (“Service and Assessment Plan”), providing documents to be included in a bond issuance, and the administration of the District,

**WHEREAS**, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372

**WHEREAS**, the City desires to engage the services of P3Works as an independent contractor, and not as an employee, to provide District administration services set forth in Exhibit “A” (the “Scope of Services”); and

**WHEREAS**, the P3Works desires to render services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I  
Term; Termination**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue for a period of three (3) years. Thereafter the term of this Agreement shall automatically renew for successive terms of one year each, unless sooner terminated as provided herein.

1.2 Notwithstanding any other provisions of this Agreement, either Party may terminate this Agreement without cause at any time by providing sixty (60) days prior written notice to the other Party. In the event of termination City shall pay P3Works, within thirty (30) days of such termination, all of P3Works' fees and expenses accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

## **ARTICLE II**

### **Scope of Services**

2.1 P3Works shall provide Public Improvement District administrative services to the City related to the administration of the District as set forth in the Scope of Services

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.4 P3Works shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

2.5 Should any errors caused by P3Works be found in any services or work products, P3Works will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

2.6 As part of the work and services to be performed, P3Works shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City; and shall make such final reports as may be required by the City concerning the work and services performed.

2.7 The City shall provide access to all documents reasonably necessary to the performance of P3Works' duties under this Agreement. All such documents shall remain the property of the City. P3Works shall not use or disclose information concerning the City to third parties without prior written consent of the City.

2.8 P3Works may not disclose non-public information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City shall have full access to all information relating to work and services performed by P3Works under this Agreement.

## **ARTICLE III**

### **Payment Terms and Conditions**

3.1 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in the Scope of Services, beginning on the Effective Date. Once assessments have been levied, the Basic District Administration Services Monthly Collection Fees will begin, and then the February 1, following

the levy of assessments, and each February 1 thereafter, the Monthly Fees may increase with the prior written approval of the City.

3.2 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works within thirty (30) days after receipt of each invoice.

3.3 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup; and P3Works shall not incur any expense in excess of \$200.00 without prior written consent of the City.

3.4 The only source of payment for P3Works' District fees and services shall be the District or funds advanced by the developer of the District. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer of the District to pay such fees and costs.

#### **ARTICLE IV General Provisions**

4.1 This Agreement including any exhibits supersedes any other agreements, either oral or written, between the Parties hereto with respect to rendering of services by P3Works for the City and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

4.2 This Agreement shall be governed by the laws of the State of Texas without regard to choice of law rules. Exclusive venue for any action 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. This Agreement shall not be construed for or against any Party by reason of who drafted the provisions set forth herein.

4.3 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

4.4 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then provide to the City an IRMA Exemption acceptance letter in the general form attached as Exhibit B upon execution of the Agreement.

4.5 The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

4.6 All records, reports, and other documents excepted as noted in Section 4.7, prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City upon written request. P3Works shall maintain such records for a period of four (4) years after termination of this Agreement.

4.7 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

4.8 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

4.9 Should either Party commence any legal action or proceeding against the other based upon this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs.

4.10 All notices, requests, demands, and other communications which are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

If to City, to:

City of Seagoville, Texas  
Attn: Patrick Stallings  
702 US Hwy 175 Frontage Rd.  
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
500 N. Akard Street Suite 1800  
Dallas, Texas 75201

If to P3Works, to:

P3Works, LLC  
Attn: Mary V. Petty  
Managing Partner  
P3Works, LLC  
9284 Huntington Square Ste 100  
North Richland Hills, TX 76182

4.11 The Parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective Parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

#### 4.12 Indemnification.

P3WORKS DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE P3WORKS, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE P3WORKS EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE P3WORKS'S LIABILITY. THE P3WORKS'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY P3WORKS UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### 4.13 Insurance.

(a) P3Works shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") relating to the work and services provided by the P3Works pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by P3Works, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of P3Works's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in claims maintained two years past project completion, covering negligent acts, errors and omissions by P3Works, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy except to the Professional Liability policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the P3Works shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. P3Works shall provide written notice to City of any cancellation, non-renewal, and or changes to the Professional Liability Policy required herein.

(c) 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.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the P3Works 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 P3Works shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to P3Works by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

4.14 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

4.15 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

4.16 Independent Contractor. It is understood and agreed by and between the Parties that the P3Works, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by P3Works pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. P3Works shall supervise the

performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

4.17 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.18 Prohibition of Boycott Israel. P3Works verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

*(signature page to follow)*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Patrick Stallings, City Manager

Approved as to form:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**P3WORKS, LLC**

By: \_\_\_\_\_  
Mary V. Petty, Managing Partner

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates. Increased hourly rates must be approved by City.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and review the plan of finance for the proposed transaction with City Financial Advisor, including
  - o Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
  - o Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks,
  - o Bond sizing and bond phasing by improvement area,
  - o Sources and uses of funds by improvement area,
  - o Debt service schedules, and;
  - o Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the City and the underwriter in preparation of the preliminary official statement.

### Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

### **BASIC DISTRICT ADMINISTRATION SERVICES**

Monthly collection fees will begin once assessments are levied

*If no bonds are sold:*

*Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)*

*If bonds are sold:*

*Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.*

*For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

### Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.

10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector

#### Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

#### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

#### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

#### Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

### **DISTRICT ADMINISTRATION SETUP SERVICES**

#### *\$7,500 One Time Lump Sum Fee*

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.

4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor's office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.

**ADDITIONAL DISTRICT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates. Increased rates must be approved by the City.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the developer of the District to complete.
2. P3Works will request from developer of the District the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller's Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City's dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City's designated representative to ensure the improvements were built to the standards of the accepting governing body.

4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Development Agreement Review Specific to the PID Boundary

1. Participate in meetings or calls at City Manager's, or designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.

**EXHIBIT B**  
**IRMA EXEMPTION LETTER**



P3Works, LLC.  
9284 Huntington Sq.  
Suite 100  
North Richland Hills,  
Texas 76182

Mary V. Petty  
Managing Partner  
+1.817.393-0353 Phone  
[Admin@P3-Works.com](mailto:Admin@P3-Works.com)

\_\_\_\_\_, 2021

Patrick Stallings  
City Manager  
702 US Hwy 175 Frontage Road  
Seagoville, TX 75159

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated \_\_\_\_\_, 2021, that the City of Seagoville (the "City") has engaged and is represented by Hilltop Securities, Inc., an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty

Managing Partner

P3Works, LLC

Jon Snyder

Managing Partner

P3Works, LLC

## *Regular Session Agenda Item: 8*

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville and P3Works, LLC to provide consultant services for the Lakes of Serenity Public Improvement District in the City of Seagoville, Dallas County, Texas, described therein as provided in Exhibit '1' attached hereto and incorporated herein; authorizing the City Manager to execute the agreement and any other necessary documents; and, providing for an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville desires to enter into an agreement with P3Works, LLC ("Consultant") for consultant services for the Lakes of Serenity Public Improvement District

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution  
Agreement for Public Improvement District Administration Services w/P3Works LLC

**RESOLUTION NO. \_\_-R-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE PUBLIC IMPROVEMENT DISTRICT ADMINISTRATION SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE AND P3WORKS, LLC TO PROVIDE CONSULTANT SERVICES FOR THE LAKES OF SERENITY PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, DESCRIBED THEREIN AS PROVIDED IN EXHIBIT '1' ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville desires to enter into an agreement with P3Works, LLC (“Consultant”) for consultant services for the Lakes of Serenity Public Improvement District; and

**WHEREAS**, the City Council of the City of Seagoville believes it is in the best interest of the City and its citizens to approve said agreement.

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

**SECTION 1.** The City Council hereby authorizes, approves, and accepts the terms and conditions of the Public Improvement District Administration Services Agreement by and between the City of Seagoville, Texas and P3Works, LLC, for the consultant services for the Lakes of Serenity Public Improvement District, as provided in Exhibit ‘1’, attached hereto and incorporated herein (the “Agreement”).

**SECTION 2.** That the City Council of the City of Seagoville hereby authorizes the City Manager to execute the Agreement and any necessary documents to give effect to the same.

**SECTION 3.** That this Resolution shall take effect immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, on the 20<sup>th</sup> day of December, 2021.

**CITY OF SEAGOVILLE, TEXAS  
APPROVED:**

---

Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

---

Victoria W. Thomas, City Attorney

(/cdb 12.16.2021)

**EXHIBIT “1”**

<b>STATE OF TEXAS</b>	§	<b>AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT</b>
	§	<b>ADMINISTRATION SERVICES</b>
<b>COUNTY OF DALLAS</b>	§	

This Agreement for Public Improvement District Administration Services (“Agreement”) is entered into by and between the City of Seagoville, Texas (“City”) and P3Works, LLC, a Texas limited liability company (“P3Works”), by and through their authorized representatives. Collectively, the City and P3Works may be referred to as “Parties” and individually as a “Party”.

**RECITALS**

**WHEREAS**, the Developer of LAKES OF SERENITY has requested the City author and create the LAKES OF SERENITY Public Improvement District (“PID” or “District”) to finance the costs of certain public improvements for the benefit of property as authorized by Chapter 372 of the Texas Local Government Code, as amended (“PID Act”); and

**WHEREAS**, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Act, Texas Local Government Code, Chapter 372, as amended; and

**WHEREAS**, the City requires specialized services related to the creation of the District, including revising and updating of the Service and Assessment Plan (“Service and Assessment Plan”), providing documents to be included in a bond issuance, and the administration of the District,

**WHEREAS**, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372

**WHEREAS**, the City desires to engage the services of P3Works as an independent contractor, and not as an employee, to provide District administration services set forth in Exhibit “A” (the “Scope of Services”); and

**WHEREAS**, the P3Works desires to render services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I**  
**Term; Termination**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue for a period of three (3) years. Thereafter the term of this Agreement shall automatically renew for successive terms of one year each, unless sooner terminated as provided herein.

1.2 Notwithstanding any other provisions of this Agreement, either Party may terminate this Agreement without cause at any time by providing sixty (60) days prior written notice to the other Party. In the event of termination City shall pay P3Works, within thirty (30) days of such termination, all of P3Works' fees and expenses accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

## **ARTICLE II**

### **Scope of Services**

2.1 P3Works shall provide Public Improvement District administrative services to the City related to the administration of the District as set forth in the Scope of Services

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.4 P3Works shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

2.5 Should any errors caused by P3Works be found in any services or work products, P3Works will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

2.6 As part of the work and services to be performed, P3Works shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City; and shall make such final reports as may be required by the City concerning the work and services performed.

2.7 The City shall provide access to all documents reasonably necessary to the performance of P3Works' duties under this Agreement. All such documents shall remain the property of the City. P3Works shall not use or disclose information concerning the City to third parties without prior written consent of the City.

2.8 P3Works may not disclose non-public information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City shall have full access to all information relating to work and services performed by P3Works under this Agreement.

## **ARTICLE III**

### **Payment Terms and Conditions**

3.1 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in the Scope of Services, beginning on the Effective Date. Once assessments have been levied, the Basic District Administration Services Monthly Collection Fees will begin, and then the February 1, following

the levy of assessments, and each February 1 thereafter, the Monthly Fees may increase with the prior written approval of the City.

3.2 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works within thirty (30) days after receipt of each invoice.

3.3 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup; and P3Works shall not incur any expense in excess of \$200.00 without prior written consent of the City.

3.4 The only source of payment for P3Works' District fees and services shall be the District or funds advanced by the developer of the District. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer of the District to pay such fees and costs.

#### **ARTICLE IV General Provisions**

4.1 This Agreement including any exhibits supersedes any other agreements, either oral or written, between the Parties hereto with respect to rendering of services by P3Works for the City and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

4.2 This Agreement shall be governed by the laws of the State of Texas without regard to choice of law rules. Exclusive venue for any action 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. This Agreement shall not be construed for or against any Party by reason of who drafted the provisions set forth herein.

4.3 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

4.4 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City's website, and then provide to the City an IRMA Exemption acceptance letter in the general form attached as Exhibit B upon execution of the Agreement.

4.5 The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach thereof.

4.6 All records, reports, and other documents excepted as noted in Section 4.7, prepared by P3Works for the purposes of providing the services described in this Agreement shall be property of the City. All such documents shall be made available to the City upon written request. P3Works shall maintain such records for a period of four (4) years after termination of this Agreement.

4.7 The City acknowledges P3Works' ownership of its software, programs, inventions, know-how, trade secrets, confidential knowledge, source code, or other proprietary information relating to products, processes, services, software, formulas, developmental or experimental work, business plans, financial information, or other subject matter ("Confidential Information") pertaining to the business of P3Works. This Agreement shall not in any way give rise to any requirement or obligation for P3Works to disclose or release any Confidential Information.

4.8 The headings and article titles of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

4.9 Should either Party commence any legal action or proceeding against the other based upon this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney's fees and costs.

4.10 All notices, requests, demands, and other communications which are required to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery by registered or certified mail, return receipt requested, postage prepaid thereon, as follows:

If to City, to:

City of Seagoville, Texas  
Attn: Patrick Stallings  
702 US Hwy 175 Frontage Rd.  
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
500 N. Akard Street Suite 1800  
Dallas, Texas 75201

If to P3Works, to:

P3Works, LLC  
Attn: Mary V. Petty  
Managing Partner  
P3Works, LLC  
9284 Huntington Square Ste 100  
North Richland Hills, TX 76182

4.11 The Parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective Parties to

perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

#### 4.12 Indemnification.

P3WORKS DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE P3WORKS, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE P3WORKS EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE P3WORKS'S LIABILITY. THE P3WORKS'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY P3WORKS UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

#### 4.13 Insurance.

(a) P3Works shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") relating to the work and services provided by the P3Works pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by P3Works, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of P3Works's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in claims maintained two years past project completion, covering negligent acts, errors and omissions by P3Works, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All insurance shall be endorsed to provide the following provisions: (1) name the

City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy except to the Professional Liability policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the P3Works shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. P3Works shall provide written notice to City of any cancellation, non-renewal, and or changes to the Professional Liability Policy required herein.

(c) 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.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the P3Works 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 P3Works shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to P3Works by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

4.14 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

4.15 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

4.16 Independent Contractor. It is understood and agreed by and between the Parties that the P3Works, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by P3Works pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. P3Works shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

4.17 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.18 Prohibition of Boycott Israel. P3Works verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

*(signature page to follow)*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Patrick Stallings, City Manager

Approved as to form:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**P3WORKS, LLC**

By: \_\_\_\_\_  
Mary V. Petty, Managing Partner

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

<b>STATE OF TEXAS</b>	§	<b>AGREEMENT FOR PUBLIC IMPROVEMENT DISTRICT</b>
	§	<b>ADMINISTRATION SERVICES</b>
<b>COUNTY OF DALLAS</b>	§	

This Agreement for Public Improvement District Administration Services (“Agreement”) is entered into by and between the City of Seagoville, Texas (“City”) and P3Works, LLC, a Texas limited liability company (“P3Works”), by and through their authorized representatives. Collectively, the City and P3Works may be referred to as “Parties” and individually as a “Party”.

**RECITALS**

**WHEREAS**, the Developer of the Lakes of Serenity has requested the City author and create the Lakes of Serenity Public Improvement District (“PID” or “District”) to finance the costs of certain public improvements for the benefit of property as authorized by Chapter 372 of the Texas Local Government Code, as amended (“PID Act”); and

**WHEREAS**, the City may consider issuing bonds to fund certain improvements in the PID as authorized by the Public Improvement District Act, Texas Local Government Code, Chapter 372, as amended; and

**WHEREAS**, the City requires specialized services related to the creation of the District, including revising and updating of the Service and Assessment Plan (“Service and Assessment Plan”), providing documents to be included in a bond issuance, and the administration of the District,

**WHEREAS**, P3Works has the expertise to properly establish and administer the District and ensure compliance with Texas Local Government Code Chapter 372

**WHEREAS**, the City desires to engage the services of P3Works as an independent contractor, and not as an employee, to provide District administration services set forth in Exhibit “A” (the “Scope of Services”); and

**WHEREAS**, the P3Works desires to render services for the City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE I**  
**Term; Termination**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue for a period of three (3) years. Thereafter the term of this Agreement shall automatically renew for successive terms of one year each, unless sooner terminated as provided herein.

1.2 Notwithstanding any other provisions of this Agreement, either Party may terminate this Agreement without cause at any time by providing sixty (60) days prior written notice to the other Party. In the event of termination City shall pay P3Works, within thirty (30) days of such termination, all of P3Works’ fees and expenses accrued or incurred to and including the date of termination, including any amount incurred or accrued in connection with work in progress.

**ARTICLE II**  
**Scope of Services**

2.1 P3Works shall provide Public Improvement District administrative services to the City related to the administration of the District as set forth in the Scope of Services

2.2 No substantial changes in the scope of services shall be made without the prior written approval of P3Works and the City.

2.4 P3Works shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

2.5 Should any errors caused by P3Works be found in any services or work products, P3Works will correct those errors, and if the errors are in final services or products, make such corrections at no additional charge, by revising the services and work products as necessary to eliminate the errors.

2.6 As part of the work and services to be performed, P3Works shall furnish intermediate reports to the City from time to time, when requested, in such form and number as may be required by the City; and shall make such final reports as may be required by the City concerning the work and services performed.

2.7 The City shall provide access to all documents reasonably necessary to the performance of P3Works’ duties under this Agreement. All such documents shall remain the property of the City. P3Works shall not use or disclose information concerning the City to third parties without prior written consent of the City.

2.8 P3Works may not disclose non-public information relating to the work and services performed under this Agreement to any person not entitled to receive it. Notwithstanding the foregoing, City shall have full access to all information relating to work and services performed by P3Works under this Agreement.

**ARTICLE III**  
**Payment Terms and Conditions**

3.1 In consideration for the services to be performed by P3Works, the City agrees to pay P3Works the fees for all services and related costs and expenses set forth in the Scope of Services, beginning on the Effective Date. Once assessments have been levied, the Basic District Administration Services Monthly Collection Fees will begin, and then the February 1, following the levy of assessments, and each February 1 thereafter, the Monthly Fees may increase with the prior written approval of the City.

3.2 Monthly invoices shall be submitted to the City for work completed. City agrees to pay the amount due to P3Works within thirty (30) days after receipt of each invoice.

3.3 Copies of all invoices to P3Works for expenses, materials, or services provided to P3Works will accompany the invoice to the City. P3Works will pass any third-party cost through to the City without markup; and P3Works shall not incur any expense in excess of \$200.00 without prior written consent of the City.

3.4 The only source of payment for P3Works' District fees and services shall be the District or funds advanced by the developer of the District. The City general fund shall never be used to pay for any expenses relating to P3Works' administration of the District. In the event there is insufficient District funds in a given year to pay P3Works' fees and expenses, P3Works agrees to defer the fees and expenses until such time as there are sufficient District funds or funds advanced by the developer of the District to pay such fees and costs.

**ARTICLE IV**  
**General Provisions**

4.1 This Agreement including any exhibits supersedes any other agreements, either oral or written, between the Parties hereto with respect to rendering of services by P3Works for the City and contains all the covenants and agreements between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party of this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

4.2 This Agreement shall be governed by the laws of the State of Texas without regard to choice of law rules. Exclusive venue for any action 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. This Agreement shall not be construed for or against any Party by reason of who drafted the provisions set forth herein.

4.3 Neither this Agreement or any duties or obligations under this Agreement may be assigned by P3Works without the prior written consent of the City.

4.4 P3Works is a PID Administration firm, does not provide financial advice, and is not an Independent Registered Municipal Advisor under the SEC and MSRB Rules, therefore, P3Works will request an IRMA Exemption Letter if not already provided on the City’s website, and then provide to the City an IRMA Exemption acceptance letter in the general form attached as Exhibit B upon execution of the Agreement.

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If to City, to:

City of Seagoville, Texas  
Attn: Patrick Stallings  
702 US Hwy 175 Frontage Rd.  
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
500 N. Akard Street Suite 1800  
Dallas, Texas 75201

If to P3Works, to:

P3Works, LLC  
Attn: Mary V. Petty  
Managing Partner  
P3Works, LLC  
9284 Huntington Square Ste 100  
North Richland Hills, TX 76182

4.11 The Parties hereby warrant that the persons executing this Agreement are authorized to execute this Agreement and are authorized to obligate the respective Parties to perform this Agreement. A facsimile signature on this Agreement shall be treated for all purposes as an original signature.

4.12 Indemnification.

P3WORKS DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE P3WORKS, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE P3WORKS EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B). INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE P3WORKS'S LIABILITY. THE P3WORKS'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY P3WORKS UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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(a) P3Works shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") relating to the work and services provided by the P3Works pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by P3Works, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of P3Works's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in claims maintained two years past project completion, covering negligent acts, errors and omissions by P3Works, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

(b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy except to the Professional Liability policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the P3Works shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. P3Works shall provide written notice to City of any cancellation, non-renewal, and or changes to the Professional Liability Policy required herein.

(c) 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.

(d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the P3Works 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 P3Works shall within ten (10) business days after written

request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to P3Works by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

4.14 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

4.15 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

4.16 Independent Contractor. It is understood and agreed by and between the Parties that the P3Works, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by P3Works pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. P3Works shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

4.17 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

4.18 Prohibition of Boycott Israel. P3Works verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

*(signature page to follow)*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Patrick Stallings, City Manager

Approved as to form:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(032421vwtTM121358)

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**P3WORKS, LLC**

By: \_\_\_\_\_  
Mary V. Petty, Managing Partner

**EXHIBIT A**  
**SERVICES TO BE PROVIDED**

**PID FORMATION, SERVICE AND ASSESSMENT PLAN PREPARATION, AND BOND ISSUANCE SUPPORT SERVICES**

*Billed at P3Works' prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel times will be billed at hourly rates. Increased hourly rates must be approved by City.*

District Due Diligence and Preparation of PID Plan of Finance

1. P3Works will review project information and review the plan of finance for the proposed transaction with City Financial Advisor, including
  - o Assessed value schedules, value to lien analysis, and overall structuring to achieve City goals and objectives
  - o Identify areas of risk with the City's Financial Advisor, and solutions to mitigate the risks,
  - o Bond sizing and bond phasing by improvement area,
  - o Sources and uses of funds by improvement area,
  - o Debt service schedules, and;
  - o Assessment allocation and associated estimated annual installment by lot type for each improvement area.

Preparation of Service and Assessment Plan

1. P3Works will prepare a complete and final Service and Assessment Plan to be adopted by City Council and included in the Official Statement for the Bonds based on the Plan of Finance.
2. P3Works will present the Service and Assessment Plan to City Council and request approval of Assessment Roll.

Bond Issuance Support

1. P3Works will ensure bond documents, including the PID financing agreement, bond indenture, and official statement are all consistent with the Service and Assessment Plan.
2. P3Works will provide ad-hoc analysis as requested by the City and the underwriter in preparation of the preliminary official statement.

Participation in Presentations to City Council or other Public Forums

1. P3Works will prepare and present information as requested to the City Council or any other public forum.

**BASIC DISTRICT ADMINISTRATION SERVICES**

Monthly collection fees will begin once assessments are levied

*If no bonds are sold:*

*Monthly Fee = \$1,500 beginning the first of the month following execution of this Agreement for the first improvement area; and \$1,000 per month for each improvement area thereafter. (Proration will occur for any partial month if not begun on the 1st day of the month.)*

*If bonds are sold:*

*Monthly Fee amounts will be \$2,500 for the first improvement area beginning the first month following the issuance of bonds; and \$1,250 per month for each improvement area thereafter.*

*For PIDs that P3Works did not create: Monthly Collection Fees will not begin until the first Annual SAP Update is drafted by P3Works and approved by Council, therefore all work completed to that point will be billed hourly.*

*See Section below related to “Consulting Services Relating to Future Improvement Areas and related Bond Issuance” for hourly fees if bonds are contemplated.*

Prepare Annual Service and Assessment Plan Update

1. If possible, obtain updated construction cost estimates (or actual costs for completed facilities) for District improvements, and update service and assessment plan text and tables.
2. Update service and assessment plan text and tables as necessary to account for any changes in development plan or land uses.
3. Update annual District assessment roll.
4. Identify parcel subdivisions, conveyance to owners’ associations, changes in land use, and any other information relevant to the levy of special assessments.
5. Review maps of tax parcels to compile/audit list of parcels that are within the District for the upcoming bond year. Classify each parcel pursuant to the approved service and assessment plan.
6. Identify any parcels dedicated to any property types classified as exempt by the service and assessment plan.
7. Update District database with newly subdivided parcels and property type classifications.
8. Calculate annual special assessment for each parcel. Verify the sum of annual installments for all parcels in the District is sufficient to meet the annual debt service requirement, administration expenses, and any provisions for delinquency or prepayment reserves.
9. Calculate other funds available, such as reserve fund income, capitalized interest, and interest income. Reduce annual assessment based on findings according to approved service and assessment plan.

10. Present preliminary annual assessment roll to City. Upon approval by City, submit final annual assessment roll to County Tax Collector

#### Administration of Bond Funds (if bonds are sold)

1. Review and reconcile the account statements for the funds maintained by the trustee. Ensure annual special assessment calculation is compliant with Indenture as it relates to each fund.
2. Provide annual summary of all District accounts maintained by Trustee at the time the annual service and assessment plan update is performed.

#### Provide Public Information Request Support

1. If requested, P3Works will respond to any calls and or emails relating to the District. P3Works will only provide technical answers relating to the annual assessments or the District generally. P3Works will not provide any commentary on City policy relating to PIDs.
2. If the City receives a notice from a property owner alleging an error in the calculation of any matters related to the annual assessment roll for the District, P3Works will review and provide a written response to the City. If a calculation error occurred, P3Works will take corrective action as required to correct the error.

#### Delinquency Management

1. After the end of the annual assessment installment collection period, P3Works will prepare a delinquent special assessment report, which details which parcels are delinquent and the amount of delinquency.
2. P3Works will notify the City what action must be taken relating to delinquent parcels, if any, to remain in compliance with the District bond documents.

#### Website Setup

1. Prepare website database searchable by property tax ID for use by property owners, title companies, mortgage companies, or other interested parties. The search results will provide assessment information, including outstanding principal, annual installment amount, payment information, and a breakdown of the assessment installment by use (principal, interest, reserve fund accounts, administrations, etc.)
2. Prepare "District Information" page for website. Information will include a background of the District formation and bond issuance process, District boundary map, and description of improvements. In additions, P3Works will provide a link to District documents.

### **DISTRICT ADMINISTRATION SETUP SERVICES**

#### *\$7,500 One Time Lump Sum Fee*

1. Prepare District Administration Manual
2. P3Works will review the full bond transcript and identify all requirements of the City relating to District administration and/or disclosure requirements.
3. Prepare written summary of all City administration and disclosure requirements.

4. Prepare calendar of all relevant dates and deadlines for District administration and disclosure requirements.
5. Meet with County Assessor’s office to establish procedure for obtaining parcel information for assessment roll.
6. Meet with County Tax Office to establish procedure to include District assessment roll on property tax bill.
7. Meet with City representatives to finalize policies and procedures relating to District Administration.

**ADDITIONAL DISTRICT SERVICES**

*Billed at P3Works’ prevailing hourly rates, which are currently as follows:*

<i>Title</i>	<i>Hourly Rate</i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

*\*P3Works’ hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles. Travel will be billed at the hourly rates. Increased rates must be approved by the City.*

Continuing Disclosure Services

1. P3Works will prepare the form of the annual report as required by the continuing disclosure agreements and work with the City and the developer of the District to complete.
2. P3Works will request from developer of the District the reports due pursuant to the developer disclosure agreement and disseminate these reports pursuant to the disclosure agreement; including Seller’s Disclosures.
3. Upon notification by any responsible party or if P3Works independently becomes aware of such knowledge, P3Works will prepare notices of material events covering the events enumerated in the disclosure agreements.
4. P3Works will coordinate with the Trustee or the City’s dissemination agent to disseminate the annual reports, quarterly reports from the developer, and notice of significant events to the Municipal Securities Rulemaking Board (MSRB) and any other parties required in the continuing disclosure agreement.

Developer Payment Request Administration

1. P3Works will review all developer payment requests to ensure the request complies with the PID Financing Agreement, the District service and assessment plan, and any other relevant provisions contained in the District documents.
2. P3Works will audit the developer payment request to ensure there is proper backup documentation and that the accounting is accurate.
3. P3Works will coordinate with the City’s designated representative to ensure the improvements were built to the standards of the accepting governing body.

4. P3Works will ensure improvements to be dedicated are free and clear of all liens and encumbrances.

Consulting Services Relating to Future Improvement Areas and related Bond Issuance (to be paid from Developer funds advanced to City)

1. P3Works will update the Service and Assessment Plan to comply with Bond documents.
2. P3Works will prepare an updated Assessment Roll including the future Improvement Area
3. P3Works will coordinate with City's bond counsel, financial advisor, and the bond underwriter to ensure the Bonds and all related documents are in compliance with State Law.
4. P3Works will prepare any additional reports or analyses as needed to successfully issue the Bonds.

Development Agreement Review Specific to the PID Boundary

1. Participate in meetings or calls at City Manager's, or designee, direction.
2. Review and comment on Development Agreement drafts.
3. Prepare Ad hoc analysis as requested.

**EXHIBIT B**  
**IRMA EXEMPTION LETTER**



P3Works, LLC.  
9284 Huntington Sq.  
Suite 100  
North Richland Hills,  
Texas 76182

Mary V. Petty  
Managing Partner  
+1.817.393-0353 Phone  
[Admin@P3-Works.com](mailto:Admin@P3-Works.com)

\_\_\_\_\_, 2021

Patrick Stallings  
City Manager  
702 US Hwy 175 Frontage Road  
Seagoville, TX 75159

RE: IRMA Exemption/Acceptance Letter

To Whom It May Concern:

We have received your written representation, dated \_\_\_\_\_ , 2021, that the City of Seagoville (the "City") has engaged and is represented by Hilltop Securities, Inc., an independent registered Municipal Advisor ("IRMA"). In accordance with Section 15Ba1-1(d)(3)(vi) of the Securities Exchange Act of 1934 ("Securities Exchange Act"), we understand and intend for the City to rely on IRMA's advice in evaluating recommendations brought forward by P3Works, LLC that constitute "advice" as defined in the Securities Exchange Act ("IRMA Exemption").

Furthermore, P3Works, LLC has conducted reasonable due diligence and is confirming that to the best of our knowledge, the IRMA is independent from P3Works, LLC, that P3Works, LLC is not a municipal advisor and is not subject to the fiduciary duty to municipal entities that the Security and Exchange Act imposes on municipal advisors, and that P3Works, LLC has a reasonable basis for relying on the IRMA Exemption. We will advise you, in writing, if we become aware of any changes.

P3Works, LLC provides PID Administration as consult services to Cities and Counties.

As required by the relevant sections of the Securities Exchange Act regarding Municipal Advisors, we are informing your identified IRMA of these facts.

Mary V. Petty

Managing Partner

P3Works, LLC

Jon Snyder

Managing Partner

P3Works, LLC

## ***Regular Session Agenda Item: 9***

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

Direct Staff concerning both Council Meetings for January and the second Council Meeting for February, 2022.

### **BACKGROUND OF ISSUE:**

The Council Meetings for January, 2022 falls on Monday, January 3, 2022 and Monday, January 17, 2022 and city offices are closed in observance of the New Year and Martin Luther King Jr. holidays. Also, the second City Council Meeting for February falls on Monday, February 21, 2022 and city offices are closed in observance of President's Day. Staff is seeking direction concerning the Council Meetings in January, 2022 and the second City Council Meeting in February, 2022.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Calendar – January 2022

Calendar – February 2022

# January 2022

January 2022							February 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 26	27	28	29	30	31	Jan 1, 22
2	3 New Year Holiday	4	5	6	7	8
9	10	11 6:30 pm P&Z Mtg.	12	13 6:30pm SEDC Meeting	14	15
16	17 Martin Luther King Jr. Holiday	18 5:00pm Library Board 7pm KSB Mtg.	19	20	21	22
23	24	25 6:30pm P&Z Mtg.	26	27	28	29
30	31	Feb 1	2	3	4	5

# February 2022

February 2022

Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022

Su	Mo	Tu	We	Th	Fr	Sa
6	7	1	2	3	4	5
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 30	31	Feb 1	2	3	4	5
6	7 6:30pm City Council Mtg.	8 6:30 pm P&Z Mtg.	9	10 6:30pm SEDC Meeting	11	12
13	14	15 5:00pm Library Board 7pm KSB Mtg.	16	17	18	19
20	21 President's Day	22 6:30pm P&Z Mtg.	23	24	25	26
27	28	Mar 1	2	3	4	5

## ***Regular Session Agenda Item: 10***

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving Garver, LLC., Work Order No. 2 for On-Call Consultation Services related to Plan Review, issued under the City's Agreement with Garver, LLC for Professional Engineering Services on a Task Order Basis, for total compensation in an amount not to exceed Forty Five Thousand Dollars (\$45,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Under the City's master agreement with Garver, LLC, ("Engineer"), Engineer provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City.

The City has a need for on-call consultation services relative to plan review services.

Engineer has agreed to provide said on-call consultation services related to plan review on the terms set forth in Word Order No. 2, attached hereto as Exhibit "1".

### **FINANCIAL IMPACT:**

\$45,000

### **RECOMMENDATION:**

City Staff recommends approval.

### **EXHIBITS**

Resolution (2 Pages)  
Exhibit A

**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 GARVER, LLC., WORK ORDER NO. 2 FOR ON-CALL CONSULTATION SERVICES RELATED TO PLAN REVIEW, ISSUED UNDER THE CITY'S AGREEMENT WITH GARVER, LLC FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS, FOR TOTAL COMPENSATION IN AN AMOUNT NOT TO EXCEED FORTY FIVE THOUSAND DOLLARS (\$45,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, under the City's master agreement with Garver, LLC, ("Engineer"), Engineer provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City; and

**WHEREAS**, the City has a need for on-call consultation services relative to plan review services; and

**WHEREAS**, Engineer has agreed to provide said on-call consultation services related to plan review on the terms set forth in Word Order No. 2, attached hereto as Exhibit "1" ; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to approve Work Order No. 2, issued under the City's master agreement with Garver, LLC, for provision of on-call consultation services relative to plan review services as set forth in Exhibit "1", including its attached Appendix A, all incorporated herein by this reference, for total compensation in an amount not to exceed forty five thousand dollars and no cents (\$45,000.00),

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

**SECTION 1.** The City Council hereby approves Work Order No. 2, attached hereto and incorporated herein by this reference as Exhibit "1", including its attached Appendix A, with Garver, LLC, for the provision of on-call consultation services relative to plan review services as set forth therein, for total compensation in an amount not to exceed forty five thousand dollars and no cents (\$45,000.00), and hereby authorizes the City Manager to execute said Work Order No. 2 and any related necessary documents.

**SECTION 2.** 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.** 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.** 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 20<sup>th</sup> day of December, 2021.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY





**WORK ORDER NO. 2**  
**City of Seagoville**  
**On-Call Engineering Services**  
**Project No. 21W05076**

This WORK ORDER (“Work Order”) is made by and between the **City of Seagoville** (hereinafter referred to as “**Owner**”) and **Garver, LLC**, (hereinafter referred to as “**Garver**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on March 24, 2021 (the “Agreement”).

Under this Work Order, the Owner intends to make the following improvements for **On-Call Engineering Services**:

The Owner intends to utilize GARVER on an on-call, hourly basis for the review of proposed development projects by others.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

Each request for engineering plan review assistance from the Owner will be confirmed by GARVER in a brief message to the Owner sent via email. The email message will contain a description of services, a maximum fee, and a schedule. An email response from the Owner approving the description of services, maximum fee, and schedule will services as the written Notice to Proceed. GARVER will not proceed with the review until so authorized.

**SECTION 1 - SCOPE OF SERVICES**

**Task 1.0 Development Plan Review**

On an on-call, hourly basis, GARVER will provide development plan review services related to on-going development projects by others, on behalf of the Owner. The work will consist of confirming consistency between the proposed improvements and the Owner’s design criteria, as well as provide input regarding engineering design as it pertains to the Owner’s long-term needs and goals. GARVER will utilize the Owner’s current checklist, “Street and Alley Paving, Water and Sanitary Sewer Mains, and Storm Sewer Facilities (2011)” and “Water Mains, Sanitary Sewer Mains, Street Paving and Storm Sewer Lines (Updated 2015)” design manuals, as well as design criteria implemented by the state (TCEQ) while performing these reviews.

GARVER will perform the following tasks during these reviews:

1. Complete review of all proposed improvements, including, but not limited to:
  - a. Grading – Compatibility with previously established and natural drainage patterns.
  - b. Drainage – Drainage area maps and associated drainage calculations
  - c. Erosion Control – Placement and utilizations of BMP’s.
  - d. Paving – Street sections, horizontal and vertical control, conformance to Chapter 23 (subdivision code)
    - i. Does NOT include reviews of joint spacing or joint design
  - e. Water and wastewater design
    - i. Embedment details, materials/fittings/valves/relevant appurtenances, TCEQ requirements for flow rates and pipe sizes
  - f. Storm sewer design



- g. Compatibility with City of Seagoville standard details and design criteria.
- h. Plats – ensure adequacy, size, and location of necessary easements.
- i. Provide value engineering, if requested.
- 2. Maintain status reports of each plan review and provide upon request by the Owner. These reports will detail the status of each plan review and open work order.
- 3. Provide correspondence to the “Development Engineer” if requested by the Owner.
- 4. Attend meetings with the Owner, Developer, and “Development Engineer” at the Owner’s request.
- 5. Submit review comments (via email or hard copy) and “red-lined” plans to the Owner, as well as meet with the Owner and “Development Engineer” to discuss the review comments, if requested.
  - a. Reviews, and subsequent meetings (if requested by the Owner), will continue until all comments have been addressed by the “Development Engineer”.
  - b. The Owner will furnish all necessary record drawings, studies, reports, etc. needed by GARVER to perform these reviews.

**SECTION 2 – PAYMENT**

For the work described under SECTION 1 – SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner will pay GARVER, for time spent on the project, at the hourly rate of each of Garver’s personnel shown in Appendix A (may include contract staff classified at GARVER’s discretion) during the performance of these services plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is not to exceed **\$45,000**. GARVER will identify on each invoice which construction drawings have been reviewed for the submitted charges.

The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the anticipated fee amounts and fee types per review for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Engineering review of projects > 50 AC	\$7,500	HOURLY
Engineering review of projects between 25 AC and 50 AC	\$6,000	HOURLY
Engineering review of projects between 10 AC and 25 AC	\$5,000	HOURLY
Engineering review of projects between 5 AC and 10 AC	\$4,000	HOURLY
Engineering review of projects < 5 AC	\$3,000	HOURLY
Specialty reviews relating to, but separate of, proposed developments (i.e. drainage studies, downstream assessments, etc.)	TBD*	HOURLY

\*Fees for all specialty reviews will be determined through a level of effort assessment by GARVER and approved by the Owner, via written communication, prior to performing the related reviews.



The Owner will pay Garver for Service rendered at the rates shown in Appendix A for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Work Order is not to exceed **\$45,000.00**. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2022. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A with approximate current hourly rates for each employee classification. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2022.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2022.

### **SECTION 3 – SCHEDULE**

Typical review schedule will be adhered as follows, unless otherwise agreed upon with the Notice to Proceed:

1. Submittal retrieval and fee estimate will be completed within 3 working days of notice from the Owner. The fee estimate will be relayed to the Owner via email coordination. The Owner will confirm agreement of the proposed fee estimate via email, which will service as the written Notice to Proceed. GARVER will not begin engineering review until this authorization has been received.
2. The first engineering review will be completed within ten (10) working days after the receipt of written Notice to Proceed (as described above). Fifteen (15) working days may be needed if the project is greater than 25 acres. "Red-lined" plans will be provided to the Owner, either electronically or hard copied.
3. Follow up reviews (2<sup>nd</sup>, 3<sup>rd</sup>, etc.) will be completed within five (5) working days of receipt of the revised engineering plans. Ten (10) days may be needed if the project is greater than 25 acres or if substantial changes have occurred since previous review. "Red-lined" plans will be provided to the Owner, either electronically or hard copied.



- 4. Special, or more intense, reviews may require additional time to complete. The Owner will be notified immediately if additional time is required.

**SECTION 4 – APPENDICES**

- 4.1 The following Appendices are attached to and made a part of this Work Order:
  - 4.1.1 Appendix A – Fee Spreadsheet / Unit Rates

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF SEAGOVILLE

GARVER, LLC

By: \_\_\_\_\_  
*Signature*

By: *Lance Klement*  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Lance Klement  
*Printed Name*

Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Title: North Texas Water Team Leader  
Date: 11/10/2021

Attest: \_\_\_\_\_

Attest: *Kay Wilkinson*



**Appendix A**  
**City of Seagoville**  
**On-Call Engineering Services**  
**Garver Hourly Rate Schedule: July 2021 - June 2022**

<b>Classification</b>	<b>Rates</b>
<hr/> <b>Engineers / Architects</b> <hr/>	
E-1.....	\$ 114.00
E-2.....	\$ 154.00
E-3.....	\$ 160.00
E-4.....	\$ 187.00
E-5.....	\$ 228.00
E-6.....	\$ 280.00
<hr/> <b>Planners / Environmental Specialist</b> <hr/>	
P-1.....	\$ 137.00
P-2.....	\$ 172.00
P-3.....	\$ 209.00
P-4.....	\$ 239.00
<hr/> <b>Designers</b> <hr/>	
D-1.....	\$ 106.00
D-2.....	\$ 124.00
D-3.....	\$ 148.00
D-4.....	\$ 172.00
<hr/> <b>Technicians</b> <hr/>	
T-1.....	\$ 83.00
T-2.....	\$ 105.00
T-3.....	\$ 128.00
<hr/> <b>Management/Administration</b> <hr/>	
X-1.....	\$ 65.00
X-2.....	\$ 89.00
X-3.....	\$ 123.00
X-4.....	\$ 157.00
X-5.....	\$ 193.00
X-6.....	\$ 238.00

## ***Regular Session Agenda Item: 11***

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving Infinity Contractors to install Two (2) 5-ton HVAC units and One (1) 2.5-ton Split Unit System at City Hall in an amount not to exceed Twenty Nine Thousand Eight Hundred Seven Dollars and No Cents (\$29,807.00) as described herein and set forth in Exhibit "A"; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The air conditioning and heating units in City Hall needs replacement. Staff contacted Infinity Contractor, which is on Buy Board, and received an estimate to install two 5 ton HVAC units and one 2.5 ton Split Unit System at City Hall.

This item was previous approved on the Budget FY21, but has increased in priced from \$23,977.00 to \$29,807.00

### **FINANCIAL IMPACT:**

\$29,807.00

### **RECOMMENDATION:**

City Staff recommends approval.

### **EXHIBITS**

Resolution (2 Pages)

Exhibit A

**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 INFINITY CONTRACTORS TO INSTALL TWO (2) 5-TON HVAC UNITS AND ONE (1) 2.5-TON SPLIT UNIT SYSTEM AT CITY HALL IN AN AMOUNT NOT TO EXCEED TWENTY NINE THOUSAND EIGHT HUNDRED SEVEN DOLLARS AND NO CENTS (\$29,807.00) AS DESCRIBED HEREIN AND SET FORTH IN EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the air conditioning and heating units in City Hall are in need of replacement; and,

**WHEREAS**, Staff contacted Infinity Contractor which is on Buy Board and received an estimate; and

**WHEREAS**, Infinity Contractors provided an estimate to install two 5-ton HVAC units and one 2.5-ton Split Unit System at City Hall; and

**WHEREAS**, the funding for the replace of the HVAC unit has been approved in the FY 2021-2022 budget; and,

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City of Seagoville to approve the installation of the HVAC Units as set forth herein in an amount not to exceed Twenty-Nine Thousand, Eight Hundred Seven Dollars and no cents (\$29,807.00).

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

**SECTION 1.** The City Council hereby authorizes Infinity Contractor to install two 5-ton HVAC units and one 2.5-ton Split Unit System at City Hall, in an amount not to Twenty-Nine Thousand, Eight Hundred Seven Dollars and no cents (\$29, 807.00), as described herein and set forth in Exhibit “A”, attached hereto and incorporated herein; and, the City Manager is authorized to execute any documents necessary for the work to be performed.

**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 State law and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas on the 20<sup>th</sup> day of December, 2021.

APPROVED:

\_\_\_\_\_  
Dennis K. Childress, Mayor

ATTEST:

\_\_\_\_\_  
Kandi Jackson, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney





**INFINITY**  
CONTRACTORS

MECHANICAL / HVAC / PLUMBING / PROCESS & INDUSTRIAL PIPING

## **City of Seagoville**

### ***Seagoville City Hall RTU replacements***

#### ***Proposed Project Agreement***

**Date:**

12/16/2021

**Proposal Number:**

P00055

**Prepared for:**

City of Seagoville  
702 N Hwy 175  
Seagoville, Texas 75159

**Prepared by:**

Sean Devlin  
817-422-6131  
sdevlin@infinitycontractors.com



**PROJECT PROPOSAL**

Proposal Date: 12/16/2021  
Proposal Number: P00055

**Company**

Infinity Contractors  
1400 Everman Parkway, Suite #134  
Fort Worth, TX 76140  
Ph: 817-422-6131

**Bill To Identity**

City of Seagoville  
702 N Hwy 175  
Seagoville, Texas 75159

**Agreement Location**

City of Seagoville  
702 N Hwy 175  
Seagoville, Texas 75159

Ladis

Ladis

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:**

OUR PRICE FOR THIS PROPOSAL IS .....\$29,807.00

OUR PROPOSAL INCLUDES: Buyboard# 638-21

**RTU SCOPE:**

- Disconnect existing line and control voltage.
- Disconnect existing condensate lines.
- Disconnect gas lines to each unit.
- Remove existing roof top units.
- Install new Trane rooftop units.
- Connect line and control voltage to new units using existing breaker panel.
- Connect gas line to each unit.
- Connect existing condensate lines to new units.
- Provide complete start up after installation.
- Crane and removal of existing equipment from job sight is included in pricing.

**SPLIT SYSTEM SCOPE:**

- Recover R-22 refrigerant.
- Disconnect high voltage and low voltage wiring.
- Disconnect ductwork, condensate piping, and refrigerant piping.
- Remove a portion of the T-grid ceiling.
- Remove air handler from the ceiling.
- Remove condenser with crane.
- Install air handler to existing duct work.
- Flush copper Refrigerant lines with RX-11 flush.
- Install new condenser with filter drier.
- Connect high voltage and low voltage to air handler and condenser.
- Pull Vacuum on split system to proper micron level.
- Startup system.

WARRANTY: Our warranty on work performed is one (1) year parts (90) days labor.

TERMS OF PAYMENT: Monthly Progress Billing. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received.



Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**Contractor**

\_\_\_\_\_  
Signature (Authorized Representative)  
Sean Devlin  
\_\_\_\_\_  
Name (Print/ Type)  
817-422-6131  
\_\_\_\_\_  
Phone  
12/16/2021                      P00055  
\_\_\_\_\_  
Date                                      Proposal #

**Customer**

\_\_\_\_\_  
Signature (Authorized Representative)  
\_\_\_\_\_  
Name (Print/ Type)  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date                                      PO#



## ***Project Agreement Terms and Conditions***

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The following terms and conditions are incorporated into and a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours.

2. Contractor warrants that the workmanship hereunder shall be free from defects for thirty (30) days from date of installation. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. Contractor may invoice Customer on a monthly basis. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become thirty (30) days or more delinquent, Contractor may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately without notice or demand. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall accrue a late charge on the balance outstanding at the lesser of (a) 1 1/2% per month of (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. Any alteration to, or deviation from, this Agreement involving extra work, cost of materials or labor will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement.

5. In the event Contractor must commence legal action in order to recover any amount payable or owed to Contractor under this Agreement, Customer shall pay Contractor all court costs and attorneys' fees incurred by Contractor.

6. In the event of a breach by Contractor of the terms of this Agreement, including without limitation Section 2, or in the event Customer incurs any liability in connection with the rendering of services by Contractor, Customer's sole remedy against Contractor shall be for Contractor to re-perform the services in accordance with the warranty or, if such services cannot be re-performed or such re-performance does not cure the breach or the liability, to refund to Customer the amount paid to Contractor under this Agreement, up to Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with any products or services, whether by reason of breach of contract, tort (including without limitation negligence), statute or otherwise exceed the amount of fees paid by Customer to Contractor for those products or services. Further, in no event shall Contractor have any liability for loss of profits, loss of business, indirect, incidental, consequential, special, punitive, indirect or exemplary damages, even if Contractor has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, Contractor shall not be liable in respect of any decisions made by Customer as a result of Contractor's services. Any action, regardless of form, against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

7. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

8. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agent and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor. Further, and notwithstanding the preceding sentence, Contractor shall be held harmless and shall not be liable to Customer for any claims, liabilities, damages, losses and expenses related to mold or to the creation of mold at Customer's location(s) and shall have no obligation to treat, identify or remove such mold.
9. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
10. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder.
11. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted. As previously provided, Contractor shall be held harmless and shall not be liable for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.
12. This Agreement is between Contractor and Customer alone, and neither intends that there be any third party beneficiaries to this Agreement. Without limiting the generality of the foregoing, by entering into this Agreement and providing services on Customer's behalf, Contractor is not assuming any duty or obligation to any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members. Customer agrees to indemnify and hold Contractor harmless from and against any and all liabilities, losses, claims, costs, expenses and damages (including without limitation reasonable attorneys' fees) incurred by Contractor by reason of a claim brought against Contractor by any of Customer's employees, vendors, clients, subcontractors, agents, shareholders, partners or members with respect to the services provided by Contractor on Customer's behalf.
13. Each of the parties hereto is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or present itself, directly or indirectly, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
14. These terms and conditions, together with the attached documents, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. It sets forth the terms for the provision of any products or services Contractor may provide Customer, whether in connection with the particular engagement that is identified as the subject of this Agreement or otherwise, unless and until a written instrument is signed by an authorized representative of Contractor agreeing to different terms. This Agreement shall not be assignable by Customer and Contractor without the express prior written consent of either party. This Agreement shall be governed by and construed in accordance with the laws of the State of the Contractor's headquarters are located, without giving effect to that State's conflicts of laws principles.
15. If paying with credit card a 3% surcharge will be added to total project price.

## *Regular Session Agenda Item: 12*

**Meeting Date: December 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: 13*

**Meeting Date:** December 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

## ***Executive Session Agenda Item: 14***

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

#### **Recess into Executive Session**

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection**
- C. § 551.071. Consultation with City Attorney, to seek the advice of its attorney about pending litigation: Shayla Logan v. Chief of Police, Ray Calverley, Captain Steve Davis, and Officer Kevin Yoes ID 180, City of Seagoville, Civil Action No. 3:21-cv-3079 in the United States District Court for the Northern District of Texas.**

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 15*

Meeting Date: December 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. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Presiding Judge
  
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection
  
- C. § 551.071. Consultation with City Attorney, to seek the advice of its attorney about pending litigation: Shayla Logan v. Chief of Police, Ray Calverley, Captain Steve Davis, and Officer Kevin Yoes ID 180, City of Seagoville, Civil Action No. 3:21-cv-3079 in the United States District Court for the Northern District of Texas.

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## ***Regular Session Agenda Item: 16***

**Meeting Date: December 20, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11, “Health and Sanitation”, by adding a new Article 11.05 “Multi-Family Licensing and Inspection”; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

Mayor Pro Tem Fruin request this item to be placed on the Agenda.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Ordinance – Amending Chapter 11 “Health and Sanitation”

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11, "HEALTH AND SANITATION", BY ADDING A NEW ARTICLE 11.05 "MULTI-FAMILY LICENSING AND INSPECTION"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to develop a process to enforce City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance codes with regard to multi-family dwelling complexes located within the City in order to safeguard the life, health, safety, welfare and property of the occupants thereof;

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

**SECTION 1.** Chapter 11, "Health and Sanitation", of the Code of Ordinances of the City of Seagoville, Texas is hereby amended by adding a new Article 11.05, "Multi-Family Licensing and Inspection" to read as follows:

**"CHAPTER 11. HEALTH AND SANITATION**

...

**ARTICLE 11.05. – Multi-Family Licensing and Inspection**

**Sec. 11.05.001 - Title.**

These regulations shall be known as the "Multi-Family Licensing and Inspection Ordinance," and may be cited as such.

**Sec. 11.05.002 - Purpose.**

The purpose of this article is to safeguard the life, health, safety, welfare, and property of the occupants of multi-family dwelling complexes and the general public, by developing a process to enforce City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance code standards; and to provide equitable and practical remedies for the violation of these City code standards.

**Sec. 11.05.003 - Definitions.**

For the purpose of this article, the terms, words, or phrases shall have the meanings given herein.

*Bedroom.* Any room or space used or intended to be used for sleeping purposes.

*Building official.* The official or other designated authority charged with the administration and enforcement of the City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance codes.

*City.* City of Seagoville.

*City Manager.* City manager or designee.

*Common area.* Communal areas of the multi-family dwelling complex, including but not limited to hallways, stairways, lobby areas, laundry rooms, pool facilities, green spaces, recreation rooms and parking lots.

*Director.* The official, or designee, charged with the administration and enforcement of this article by the City manager.

*Dwelling unit.* A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters for not more than one family, and including facilities for food preparation, sleeping, and sanitation.

*Family.* A number of individuals living together as a single housekeeping unit, in which not more than four (4) individuals are unrelated by blood, marriage, or adoption.

*Multi-family complex license.* License issued by the City pursuant to this article.

*Multi-family dwelling complex.* Any building or portion thereof which is designed, built, rented, leased which contains three (3) or more dwelling units or apartments, including age restricted senior living facilities which are not licensed and inspected by the State. The term shall not include hotels, motels, or owner-occupied dwelling units.

*Owner.* Any person, partnership, corporation or other legal entity having a legal or equitable title to the property.

*Person.* An individual, corporation, partnership or any other legal entity.

*Premises.* A lot, plot, or parcel of land, including any structure thereon, including a dwelling unit, appurtenances thereto, grounds and facilities held out for the use of tenants generally and any other area of facility whose use is promised to the tenant.

*Tenant.* Any person who occupies a dwelling unit for living or dwelling purposes with the consent of the landlord.

**Sec. 11.05.004 – Applicability and administration.**

- (a) This article shall apply to all multi-family complexes located in the city with three (3) or more dwelling units and which are more than one (1) year old measured from the date of the issuance of the certificate of occupancy for the original construction of such multi-family complex.
- (b) The director is authorized to administer and enforce the provisions of this article.

**Sec. 11.05.005 - License required.**

- (a) It shall be unlawful for any person to own, operate, or manage a multi-family complex in the City without a current and valid license having been issued for said multi-family complex. Any person who owns, operates, or manages managing a multi-family complex at more than one (1) location shall obtain a license for each multi-family complex. A multi-family complex for which the initial certificate of occupancy has been issued for the original construction thereof shall be exempt from this license requirement for a period of one year from the date of issuance of the certificate of occupancy.
- (b) A license issued pursuant to this Article is not assignable or transferable.

**Sec. 11.05.006 - License application, renewal, and expiration.**

- (a) Any person who owns, operates, or manages a multi-family dwelling complex shall file a city-supplied application for a licensee with the director for each multi-family dwelling complex location. The application shall include the following information:
  - (1) Name, address, telephone number of the owner, operator, and the property manager.
  - (2) Trade name of the multi-family complex.
  - (3) Number of dwelling units broken down by bedroom configurations including efficiencies, one-bedroom, two-bedroom, three-bedroom, etc.
  - (4) Emergency contact information including the names of designated employees or other authorized persons who shall be assigned to respond to emergency conditions, and a telephone number at which said persons can be contacted during any twenty-four-hour period. Emergency conditions include but are not limited to fire, natural disaster, flood, collapse hazard, burst pipes, crime or similar events or conditions.
  - (5) The application shall be signed by the owner, operator, or manager of the multi-family complex.
- (b) The licenses shall expire on December 31 of each calendar year and shall be renewed annually. Any newly constructed multi-family complex applying for an initial license shall submit a license application within the one year after date of issuance of the certificate of occupancy for original construction of the multi-family complex.
- (c) The director may from time to time revise the license application form and require additional information.
- (d) The director may at any time, require the applicant to submit additional information to clarify the application.
- (e) If there is a change in ownership of a multi-family complex, the owner, operator, or manager is required to submit a new license application and obtain a new license within thirty (30) days after the date of change in ownership with no license fee charged for such change. The owner or manager shall notify the City within thirty (30) days after the date of the change of ownership.
- (f) The license application shall be accompanied by the applicable license fee.

**Sec. 11.05.007 - License fee.**

Each applicant for a license for a multi-family dwelling complex, or for the renewal of a license, shall at the time of submittal of the application pay an annual license fee in an amount established by resolution of the city council from time to time.

**Sec. 11.05.008 - License suspension, denial, and revocation.**

- (a) The director may suspend, revoke, or deny a license for failure to comply with any of the terms or provisions of this article.
- (b) A license may be denied, suspended, or revoked if the applicant provides or has provided an incomplete application, false or misleading information in the license application;
- (c) A license may be suspended or revoked for failure of the owner, manager, or designee to attend the annual training required by this article
- (d) Whenever a license is suspended or revoked, the holder of the license shall be notified in writing that the license is, upon delivery of the notice, immediately suspended or revoked. The suspension or revocation shall continue until the director determines that the multi-family complex is in compliance with this article, or a license has been reinstated. Suspension of, or revocation of a license shall not preclude the director from taking other enforcement action authorized by law.
- (e) The director may, without advance notice, suspend the license of a multi-family complex if the complex is found to have one or more violations that constitutes an imminent hazard to public health or safety.
- (f) While the license is under suspension, or if application has been denied, or if the license has been revoked the owner, operator or manager may not allow any new tenants to occupy any dwelling unit in the multi-family complex until the multi-family complex is in compliance with this article as determined by the director, or a license has been issued or reinstated.
- (g) The applicant for, or holder of a license may appeal the denial, suspension, or revocation of the license to the City manager, by submitting a written appeal stating the reasons for such appeal to the office of the City manager, within five (5) business days after receipt of notice of such denial, suspension, or revocation.
- (h) Within five (5) business days after receipt of an appeal, the City manager shall set a date, time, and place for the hearing of the appeal and deliver written notice thereof to such person in accordance with this article.
- (i) A notice required to be provided or delivered by the City pursuant to this article is deemed to have been delivered by the City on the date that it is hand delivered, or three (3) days after the date the notice is sent by first class mail United States mail postage prepaid addressed to the person provided in the appeal or license application for the license.

**Sec. 11.05.009 – Owner, Operator and Manager Responsibilities.**

- (a) The owner, operator, and manager of a multi-family complex shall maintain the structures and premises in compliance with the requirements established by this article and applicable City codes and ordinances. The owner, operator, and manager of a multi-family complex shall not permit a person to occupy, nor may a person occupy or permit another person to occupy any dwelling unit in a multi-family complex which is not in a sanitary and safe condition, and which does not comply with the requirements of this article or City code and ordinances.
- (b) At the time each tenant signs a lease for a dwelling unit in a multi-family complex the owner, operator or manager thereof shall provide to the tenant the following information:
  - (1) A copy of this Multi-Family Licensing and Inspection Ordinance.
  - (2) List of City contacts for services related to enforcement of this Ordinance.
  - (3) Any additional information as may be provided by the City.
- (c) Once each calendar year the owner, manager, or a designated representative, for each licensed multi-family complex shall attend training on City code requirements and crime prevention as established by the Director, from time to time.
- (d) The owner, operator, or manager of a multi-family complex shall inspect each dwelling unit in a multi-family complex prior to leasing such dwelling unit and shall comply with the following:
  - (1) The inspection of a dwelling unit shall be conducted by the owner, operator, or manager and with the tenant when the occupancy of the dwelling unit changes, and at a minimum each dwelling unit shall be inspected at least once each calendar year.
  - (2) The owner, operator, or manager shall prepare a written inspection report for each inspection and shall provide the tenant with a copy of such inspection report. The owner, operator, or manager shall maintain copies of such inspection reports on the premises of the multi-family complex and shall make such inspection reports available to the director for inspection upon request. The inspection reports shall be maintained by the owner, operator, or manager for a minimum of three (3) years following the date of each such inspection.
- (e) The owner, operator, or manager of a multi-family complex shall inspect the community rooms, common areas and grounds of the multi-family complex at least once each calendar year and prepare a written inspect report for each such inspection. Such inspection reports shall note and identify any safety and maintenance issues. Such inspection reports shall be maintained by the owner, operator, or manager for a minimum of three (3) years following the date of each such inspection, and shall make them available to the director for inspection upon request.

**Sec. 11.05.010 – Required postings.**

Each licensed multi-family dwelling complex shall have prominently displayed in the front lobby/reception area or, for those premises without a front lobby/reception area, a conspicuous, publicly accessible area on the premises of the multi-family complex visible to the public the following:

- (a) Current and valid license certificate.
- (b) Signs displaying a telephone number at which emergency conditions can be reported during any twenty-four (24) hour period.
- (c) Sign stating, "TO REPORT UNRESOLVED VIOLATIONS OF THE CITY'S CODE OF ORDINANCES FOR THESE PREMISES, PLEASE CONTACT THE CITY OF SEAGOVILLE CODE COMPLIANCE DIVISION AT [REDACTED]."

**Sec. 11.05.011 – Inspections and Re-Inspections.**

- (a) To determine compliance with City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance codes and any other applicable City codes and ordinances, and to determine compliance with this article, the director may conduct:
  - (1) Periodic inspections;
  - (2) Follow-up inspections; and
  - (3) Inspections based on indications of City code or ordinance violations, including complaints filed with the City or the director.
- (b) The following areas of a multi-family dwelling complex shall be subject to periodic inspection by the director:
  - (1) All building exteriors;
  - (2) All exterior and interior common areas;
  - (3) All mechanical, maintenance, storage and equipment rooms and closets;
  - (4) Vacant dwelling units;
  - (5) Occupied dwelling units upon receipt of consent by the tenant of the dwelling unit or as may be provided by law.
- (c) The director and or the building official may inspect portions of a multi-family dwelling complex as frequently as the director or building official deems necessary.
- (d) The owner, operator, or manager of a multi-family dwelling complex shall make all exterior, interior, and exterior public areas, and vacant dwelling units of the multi-family complex available to the director for inspections at all reasonable times. If entry is refused or not obtained the director is authorized to seek a warrant as allowed by law.
- (e) The owner, operator, or manager shall be provided a copy of City inspection reports, including a list of any City code or ordinance violations or deficiencies requiring correction and a timeframe for correction of such violations or deficiencies. The owner, operator, or manager shall correct such violations or deficiencies identified in the inspection report within the timeframe established by the

director or the City. Failure to correct such violations or deficiencies may result in additional enforcement actions including, but not limited to the suspension or revocation of the license.

**Sec. 11.05.012 – Inspection standards**

- (a) This article is intended to complement the requirements of other applicable City code and ordinances and shall not be deemed to lower any more restrictive standards required by City codes and ordinances.
- (b) Multi-family complexes shall comply with all applicable City codes and ordinances.

**Sec. 11.05.013 – Offenses.**

- (a) It shall be unlawful for any person to violate any provision of this article.
- (b) A person commits an offense if the person owns, operates or manages, or causes to operated, a multi-family complex without a current valid license issued by the director, or while the license is suspended.
- (c) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex which is in violation of City codes or ordinances.
- (d) A person commits an offense if such person submits a license application that contains false or misleading information.
- (e) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex and the owner or manager, or designee for such multifamily complex has failed to attend the annual training as required by this article.
- (f) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex and rents, leases, advertises or holds out for rent, any multi-family complex without a current valid license having been issued for such premises.

**Sec. 11.05.014 - Penalties.**

- (a) Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine not to exceed two thousand dollars (\$2,000.00) for each offense; and each day such violation continues to exist, shall constitute a separate offense.
- (b) In addition to the penalties of this article, the City is authorized to file suit for injunctive relief as may be necessary to enforce the provisions of this article.

**SECTION 2.** All ordinances of the City in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

**SECTION 3.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or

unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 5.** Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as previously 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.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and publication of the caption as the law and charter may require.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THIS THE 20<sup>th</sup> DAY OF DECEMBER 2021.**

**APPROVED:**

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**DENNIS K. CHILDRESS, MAYOR**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Victoria W. Thomas, City Attorney**  
(102521vwtTM125637)

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**Kandi Jackson, City Secretary**