



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, JULY 03, 2023**

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

REGULAR SESSION - 7:00 PM

Call to Order

Invocation

Pledge of Allegiance

Routine Announcements, Recognitions, and Proclamations

Mayor's Report

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

CONSENT AGENDA

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

- 1. Consider approving City Council Meeting minutes for June 05, 2023. (City Secretary)**

REGULAR AGENDA

- 2. Conduct a public hearing to receive public comment regarding the levy of assessments in Improvement Area #1 of the Stonehaven Public Improvement District. (Kirk McDaniel, P3 Works)**
- 3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Reimbursement Agreement relating to the Stonehaven Public Improvement District. (Kirk McDaniel, P3 Works)**

4. **Discuss and consider approving an Ordinance of the City of Seagoville, Texas, approving a Service and Assessment Plan and Assessment Roll for authorized improvements for the Stonehaven Public Improvement District (The “District”); making a finding of special benefit to certain property in The District; levying assessments against certain property within the District and establishing a lien on such property; providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, as amended; providing for severability and providing an effective date. (Kirk McDaniel, P3 Works)**

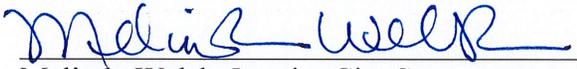
5. **Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing Assessments of the Southwest, Inc. as Special Assessment Collector for the year 2023; approving an agreement for Special Assessment Collector Services with Assessments of the Southwest, Inc. regarding the Stonehaven Public Improvement District; authorizing the city manager to execute said agreement; and providing an effective date. (Kirk McDaniel, P3 Works)**

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

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

Adjourn

Posted Friday, June 30, 2023, by 5:00 P.M.



Melinda Welsh, Interim City Secretary

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

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

DATES TO REMEMBER

- **Tuesday, July 04, 2023, City Holiday**
- **Thursday, July 6, 2023, Special City Council Meeting**
- **Monday, July 17, 2023, Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: July 03, 2023

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for the June 5, 2023, City Council meeting.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for Work Session and Regular Session for June 05, 2023.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

June 05, 2023, Work Session
June 05, 2023, Regular Meeting



**MINUTES OF CITY COUNCIL
WORK SESSION
JUNE 05, 2023**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, June 05, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Lackey Stepper Sebastian	Mayor
Harold Magill	Mayor Pro-Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Assistant City Manager Cindy Brown, Police Chief Ray Calverley, Community Development Director Bill Medina, Public Works Director Chris Ryan, City Attorney Victoria Thomas, and Interim City Secretary Melinda Welsh.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting minutes for May 15, 2023 (City Secretary)

No questions on this item.

2. 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 Water Street for compensation in an amount not to exceed three hundred thirty seven thousand eight hundred eight dollars and zero cents (\$337,808.00) 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)

City Manager Stallings stated this resolution is to authorize Anderson Asphalt & Concrete Paving to perform asphalt road work on Water Street.

Public Works Director Ryan stated that this Resolution is to finish Water Street, did the other side of the street last year, if approved tonight, work will begin on Monday.

3. **Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute applications for East Farmers Road and Ave C through the FY-2023 Dallas County Community Development Block Grant (“CBDG”) as set forth in Exhibit “A”; and providing an effective date. (Public Works Director)**

Public Works Director Ryan stated he was recently contacted by Dallas County regarding some available CDBG funds for a road reconstruction project. This Resolution is for the reconstruction of 2,175 feet of East Farmers Road and Ave. C, which should be completed by Summer 2024. The budget impact will be \$12,765.05 and will be seen in FY24. The county contact reported that the reconstruction projects will come up for approval by the county this month.

4. **Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the exercise of eminent domain by the City of Seagoville, Texas, and for determining the necessity of acquiring real property located at 875 South US Highway 175, Seagoville, Kaufman County, Texas for the construction of a 25-foot wide sanitary sewer easement and a 55-foot wide temporary construction easement, authorizing the appropriation of real property and/or the use of the power of eminent domain to acquire real property for public use, delegating authority to initiate condemnation proceedings to the City Attorney and City Manager and providing for an effective date. (City Attorney)**

City Attorney Victoria Thomas stated this is the last parcel needed for construction of what has been referred to as the Santorini Offsite Sanitary Sewer Project. Ms. Thomas stated this sewer project will not just serve the Santorini development, but it will provide future connections for homes that are not part of Santorini. It will be a major, significant addition to the city's sewer system. The last parcel has a common address of 875 South US Hwy. 175. The city needs approximately 27,000 square feet for its easement to put the sanitary sewer lines in, and then temporarily will need additional, approximately 11,000 square feet, while the city is doing the construction. The city had the easement area appraised in April 2023 and the appraiser gave the opinion that just compensation to the property owners for the easements would be \$89,104 and that is what the city offered. The landowners have not yet accepted the offer. The time for acceptance is about to expire so Staff is requesting that Council approve this resolution, which would allow, once the time is right statutorily, to file the eminent domain petition.

5. **Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, accepting the Preliminary Service and Assessment Plan for authorized improvements within the Stonehaven Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; and enacting other provisions relating thereto. (City Attorney)**

Kyle Sikorski with P3Works stated that P3Works is the city's Public Improvement District consultant. He reminded City Council it had entered into a development agreement a few

years ago on the Stonehaven Public Improvement District (PID). That development agreement contemplated the creation of the Public Improvement District and the levy of assessments to finance a portion of the public infrastructure within the development. The development agreement has already been approved previously and the PID was created, this is just the next step in the process. This item on the agenda is approving the Preliminary Service and Assessment Plan (PSAP), which will be the city's governing document for the PID, as long as it is in existence, and will be updated annually. It is a standard document that sets forth the manner of assessments and many procedures that would need to occur in the future. It is a straightforward document and the most important part of it is the assessment role which outlines what the assessment would be on the property, and it shows it as a whole and anticipated where it would be on a per lot basis. All of that is in line with the development agreement. He stated he is happy to answer any questions Council may have. On the agenda tonight is approval of the preliminary service and assessment plan, it does not make anything final. The second half of the resolution would be calling a public hearing to consider in the future the actual levy of assessment on the property. So tonight, Council should consider approving the preliminary plan and calling for a public hearing for a future date.

- 6. Conduct a public hearing on an Ordinance amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from Planned Development-19-02 (“PD-19-02”) to Planned Development 19-02 with a Special Use Permit for Temporary Concrete Batch Plant (“PD-19-02-SUP), to allow for temporary placement and operation of a Concrete Batch Plant, on Lots 7 through 12, Block A of the Caldwell Lakes Addition in the City of Seagoville, Texas, commonly known as 15000 Lasater Road, Seagoville, Texas; providing for special conditions; providing for an approved Site Plan which is attached hereto and incorporated herein as Exhibit "A"; 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)**

- 7. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from Planned Development-19-02 (“PD-19-02”) to Planned Development 19-02 with a Special Use Permit for Temporary Concrete Batch Plant (“PD-19-02-SUP), to allow for temporary placement and operation of a Concrete Batch Plant, on Lots 7 through 12, Block A of the Caldwell Lakes Addition in the City of Seagoville, Texas, commonly known as 15000 Lasater Road, Seagoville, Texas; providing for special conditions; providing for an approved Site Plan which is attached hereto and incorporated herein as Exhibit "A"; 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)**

Community Development Director Bill Medina stated agenda items 6 and 7 are for a public hearing and a subsequent ordinance approval. The applicant is developer Caldwell Lakes, who is requesting a temporary concrete batch plant to build out the rest of Lasater Road as well as create additional internal connectivity for the new Caldwell Lakes development. The Planning and Zoning Commission recommended approval of the requested temporary batch plant for a period of 60 days.

- 8. Conduct a public hearing on an Ordinance amending the Seagoville Code of Ordinances, as amended, by amending Title II: “Buildings; Development; Zoning”, Chapter 25 “Zoning”, Article 25.02 “Zoning Ordinance”, (1) at Division 12 “Apartment Dwelling District Regulations” by amending Section 25.092.252; (2) at Division 15 “Local Retail District Regulations” by amending Section 25.02.351; (3) at Division 26 “Special Uses” by amending Section 25.02.631; and (4) at Division 32 “Regulations Applicable To All Districts” by adding a new Section 25.02.721 providing a conflicts resolution clause; providing a severability clause; providing for a savings clause; providing for penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and providing for an effective date. (Community Development Director)**
- 9. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Seagoville Code of Ordinances, as amended, by amending Title II: “Buildings; Development; Zoning”, Chapter 25 “Zoning”, Article 25.02 “Zoning Ordinance”, (1) at Division 12 “Apartment Dwelling District Regulations” by amending Section 25.092.252; (2) at Division 15 “Local Retail District Regulations” by amending Section 25.02.351; (3) at Division 26 “Special Uses” by amending Section 25.02.631; and (4) at Division 32 “Regulations Applicable To All Districts” by adding a new Section 25.02.721 providing a conflicts resolution clause; providing a severability clause; providing for a savings clause; providing for penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and providing for an effective date. (Community Development Director)**

Community Development Director Bill Medina stated agenda items 8 and 9 are for a public hearing and a subsequent ordinance approval. He further stated that in reviewing the current zoning ordinance, Staff has identified several components which reduce the City’s capacity for administering and providing public services. Staff is recommending amendments to the Apartment Zoning District, Local Retail Zoning District, Special Uses, and Reserved (25.02.730) sections of the zoning ordinance. The Apartment Zoning District – Allow for a maximum height of three-stories (forty-five feet). The current regulation only allows for two standard stories. The Local Retail Zoning District – Allow for restaurants and banks with drive-through services by right. The current regulations require a special use permit (SUP) for all drive-through services. City Ordinance (25.02.714) closely regulates drive-through standards with stacking, spacing, escape lane, and other requirements. Any drive through would still be approved via the site plan process by the Planning and Zoning Commission with Staff review and recommendation. The Special Uses – Removal of the Special Use Permit (SUP) requirement for public buildings, public utilities, drive-through services for restaurants

and financial institutions. Requiring an SUP for all public utilities within the public right of way inhibits the City from serving the public as needed and prolongs the implementation of capital improvements. All large utility projects are always vetted through site plan, and/or civil engineering review. Additionally, requiring smaller utility extensions to receive an SUP will only hinder the City's response time. The last item being proposed for amendment is Reserved (25.02.721) – This is a new section of the ordinance that will allow for public facilities and utilities in any zoning district. The Planning and Zoning Commission also recommended approval of the proposed amendments. Community Development Director Medina reviewed each of the proposed amendments with City Council, with a question-and-answer session following.

City Manager Stallings stated the other agenda items will need to be discussed in Regular Session.

Adjourned at 6:45 p.m.

APPROVED:

Mayor Lackey Stepper Sebastian

ATTEST:

Melinda Welsh, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JUNE 05, 2023**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, June 05, 2023, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Lackey Stepper Sebastian	Mayor
Harold Magill	Mayor Pro-Tem
Rick Howard	Councilmember
Jose Hernandez	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Assistant City Manager Cindy Brown, Police Chief Ray Calverley, Community Development Director Bill Medina, Public Works Director Chris Ryan, City Attorney Victoria Thomas, and Interim City Secretary Melinda Welsh.

Invocation – *The invocation was led by Mayor Pro-Tem Magill*

Pledge of Allegiance – *The Pledge of Allegiance was led by Mayor Sebastian*

Recognition – *Police Chief Ray Calverley recognized several officers and agencies for their response to two recent incidents. He stated the first event occurred on Modene St. The Seagoville Police Department received a phone call regarding a person having a mental health crisis who was armed. Several agencies and police officers responded, and a shot was fired, which came dangerously close to one of the officers. After negotiations went nowhere, tear gas was used, and the person surrendered. Seagoville Police Department would like to thank the police officers and supporting agencies involved, which included Mesquite Police Department, Kaufman County Sheriff's Office, Kaufman County Constable, Crandall Police Department, and the Southern Regional Response Group (S.R.R.G.). Chief Calverley presented Meritorious Conduct Awards to Assistant Chief of Police Stephen Davis for outstanding leadership, and exemplary courage, regardless of the risks or dangers to himself, to Sergeant Ruben Pena for exemplary leadership and courage regardless of risks or danger to himself, to Melissa Carr and the Southern Alliance Care Team for their willingness to provide assistance and exemplary courage regardless of risk or danger to themselves. Chief Calverley presented a Certificate of Merit for outstanding performance of duties under unusual or hazardous conditions to Officer Britney Toler, Detective Sgt. Andrew Sparrow, Detective Corporal Scott Koger, Officer Jason Hovlen, Detective Corporal*

Danny Titus, Detective Corporal Brenda Thomasson, Fire Marshal Zane Anderson, and Communications Technician, Elexous Carson.

Chief Calverley reported that the second incident took place at the Chicken Express. Officer Justin Keahey responded to a call of a person having a medical event in the parking lot. The officer quickly provided life-saving measures that made a difference in the outcome of this event. Officer Keahey was presented with the Life Saving Award.

Councilmember Epps presented a certificate of recognition to teacher Dwana Neapolioun Jones for the selfless giving of her time to local children. He stated that her love for reading and educating students goes beyond the classroom. She ensures her students have everything they need to be successful. Her passion for knowledge and education is exemplified beyond the walls of the school. She partners with parents to provide them with resources to help them navigate their child's learning and social and emotional challenges. She advocates and demands that her dyslexia students are provided with appropriate accommodations for academic success. Ms. Jones has been teaching for 24 years. She taught as a reading teacher for 19 years and for the last five years as a Dyslexia Therapist. She currently volunteers her free time after long school days to three boys for the past three years, four days a week after school at Seagoville North Elementary School helping the students feel confident in knowing they can achieve anything if they continue to practice and they all three have been so successful. Dyslexia is not an easy disability to overcome. Many people of all ages suffer from dyslexia. Councilmember Epps thanked Ms. Jones and stated that the community appreciates all she does for the students of Seagoville.

Mayor's Report – *Mayor Sebastian thanked everyone that came out and supported Seagoville, appreciates Council, City Manager, Staff, and the people, and hopes to make Seagoville bigger and better.*

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.*

Rachel Cooper, 803 Dakota Ln., addressed Council and stated she has lived here many years, is here to discuss city policy on garage sales that only allow twice a year, please consider doing more often, consider doing two quarterly, is another way to subsidize her income, is retired and on a fixed income, and permits would generate a little money for the city as well.

Zach Mefford II, 1905 LaFonda Circle, addressed Council and stated he has repeatedly complained about drug sales in his neighborhood that have been ongoing for more than a year, complains, and feels that nothing is being done despite video proof he has provided to law enforcement, and the noise ordinance should be enforced.

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 May 15, 2023 (City Secretary)

Motion to approve Consent Agenda as read – 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 Anderson Asphalt & Concrete Paving to provide asphalt road work on Water Street for compensation in an amount not to exceed three hundred thirty seven thousand eight hundred eight dollars and zero cents (\$337,808.00) 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 Water Street for compensation in an amount not to exceed three hundred thirty seven thousand eight hundred eight dollars and zero cents (\$337,808.00) 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 – Epps, seconded by Magill; motion passed with all ayes. 5/0

3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute applications for East Farmers Road and Ave C. through the FY-2023 Dallas County Community Development Block Grant (“CBDG”) as set forth in Exhibit “A”; and providing an effective date. (Public Works Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute applications for East Farmers Road and Ave C. through the FY-2023 Dallas County Community Development Block Grant (“CBDG”) as set forth in Exhibit “A”; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the exercise of eminent domain by the City of Seagoville, Texas, and for determining the necessity of acquiring real property located at 875 South US Highway 175, Seagoville, Kaufman County, Texas for the construction of a 25-foot wide sanitary sewer easement and a 55-foot wide temporary construction easement, authorizing the appropriation of real property and/or the use of the power of eminent domain to acquire real property for public use, delegating authority to initiate condemnation proceedings to the City Attorney and City Manager and providing for an effective date. (City Attorney)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the exercise of eminent domain by the City of Seagoville, Texas, and for determining the necessity of acquiring real property located at 875 South US Highway 175, Seagoville, Kaufman County, Texas for the construction of a 25-foot wide sanitary sewer easement and a 55-foot wide temporary construction easement, authorizing the appropriation of real property and/or the use of the power of eminent domain to acquire real property for public use, delegating authority to initiate condemnation proceedings to the City Attorney and City Manager and providing for an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, accepting the Preliminary Service and Assessment Plan for authorized improvements within the Stonehaven Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; and enacting other provisions relating thereto. (City Attorney)**

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, accepting the Preliminary Service and Assessment Plan for authorized improvements within the Stonehaven Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; and enacting other provisions relating thereto – Epps, seconded by Howard; motion passed with all ayes. 5/0

- 6. Conduct a public hearing on an Ordinance amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from Planned Development-19-02 (“PD-19-02”) to Planned Development 19-02 with a Special Use Permit for Temporary Concrete Batch Plant (“PD-19-02-SUP), to allow for temporary placement and operation of a Concrete Batch Plant, on Lots 7 through 12, Block A of the Caldwell Lakes Addition in the City of Seagoville, Texas, commonly known as 15000 Lasater Road, Seagoville, Texas; providing for special conditions; providing for an approved Site Plan which is attached hereto and incorporated herein as Exhibit "A"; 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)**

Mayor Sebastian opened the public hearing at 7:33 PM.

No one spoke for or against.

Mayor Sebastian closed the public hearing at 7:33 PM.

- 7. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from Planned Development-19-02 (“PD-19-02”) to Planned Development 19-02 with a Special Use Permit**

for Temporary Concrete Batch Plant (“PD-19-02-SUP), to allow for temporary placement and operation of a Concrete Batch Plant, on Lots 7 through 12, Block A of the Caldwell Lakes Addition in the City of Seagoville, Texas, commonly known as 15000 Lasater Road, Seagoville, Texas; providing for special conditions; providing for an approved Site Plan which is attached hereto and incorporated herein as Exhibit "A"; 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 approve an Ordinance of the City Council of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from Planned Development-19-02 (“PD-19-02”) to Planned Development 19-02 with a Special Use Permit for Temporary Concrete Batch Plant (“PD-19-02-SUP), to allow for temporary placement and operation of a Concrete Batch Plant, on Lots 7 through 12, Block A of the Caldwell Lakes Addition in the City of Seagoville, Texas, commonly known as 15000 Lasater Road, Seagoville, Texas; providing for special conditions; providing for an approved Site Plan which is attached hereto and incorporated herein as Exhibit "A"; 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 – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

- 8. Conduct a public hearing on an Ordinance amending the Seagoville Code of Ordinances, as amended, by amending Title II: “Buildings; Development; Zoning”, Chapter 25 “Zoning”, Article 25.02 “Zoning Ordinance”, (1` at Division 12 “Apartment Dwelling District Regulations” by amending Section 25.092.252; (2) at Division 15 “Local Retail District Regulations” by amending Section 25.02.351; (3) at Division 26 “Special Uses” by amending Section 25.02.631; and (4) at Division 32 “Regulations Applicable To All Districts” by adding a new Section 25.02.721 providing a conflicts resolution clause; providing a severability clause; providing for a savings clause; providing for penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and providing for an effective date. (Community Development Director)**

Mayor Sebastian opened the public hearing at 7:37 PM.

No one spoke for or against.

Mayor Sebastian closed the public hearing at 7:37 PM.

- 9. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Seagoville Code of Ordinances, as amended, by amending Title II: “Buildings; Development; Zoning”, Chapter 25 “Zoning”, Article 25.02 “Zoning Ordinance”, (1` at Division 12 “Apartment Dwelling District Regulations” by**

amending Section 25.092.252; (2) at Division 15 “Local Retail District Regulations” by amending Section 25.02.351; (3) at Division 26 “Special Uses” by amending Section 25.02.631; and (4) at Division 32 “Regulations Applicable To All Districts” by adding a new Section 25.02.721 providing a conflicts resolution clause; providing a severability clause; providing for a savings clause; providing for penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and providing for an effective date. (Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the amending the Seagoville Code of Ordinances, as amended, by amending Title II: “Buildings; Development; Zoning”, Chapter 25 “Zoning”, Article 25.02 “Zoning Ordinance”, (1) at Division 12 “Apartment Dwelling District Regulations” by amending Section 25.092.252; (2) at Division 15 “Local Retail District Regulations” by amending Section 25.02.351; (3) at Division 26 “Special Uses” by amending Section 25.02.631; and (4) at Division 32 “Regulations Applicable To All Districts” by adding a new Section 25.02.721 providing a conflicts resolution clause; providing a severability clause; providing for a savings clause; providing for penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and providing for an effective date – Magill, seconded by Howard.

Councilmember Hernandez suggested to add privacy language to the ordinance and read some language that could be added. There was lengthy discussion between Mayor, Council, Community Development Director Bill Medina, City Manager Pat Stallings, and City Attorney Victoria Thomas regarding privacy concerns with a two-story or a three-story apartment building with windows facing nearby homes in residential areas, as well as concerns with implementation, clarity, and practical application, and the suggestion of a larger setback.

City Attorney Victoria Thomas stated Council may add a height regulations amendment, can add it in as a condition to allow a three-story, but will have to be reworded with conditions.

Motion to table to do further research – Fruin, motion died due to lack of a second.

The City Attorney stated that Council may amend the motion to delete Section 1, renumber the sections, and approve the rest of the ordinance.

Motion to approve the Ordinance with an amendment to exclude Section 1 which will be brought back at a future meeting – Hernandez, seconded by Epps; motion passed with all ayes.

5/0

10. Conduct an interview with a boards & commissions applicant for appointment to Seagoville Economic Development Corporation (Interim City Secretary)

Interim City Secretary Welsh stated Mr. Dennis Childress passed the background check in accordance with Ordinance No. 24-2019.

Motion to approve appointing Dennis Childress to Place 3 on the Seagoville Economic Development Corporation (SEDC) to fill an unexpired term ending June 2024 – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

11. Consider rescheduling the June 19, 2023, Council meeting (Interim City Secretary)

Motion to approve rescheduling the June 19, 2023, Council meeting to June 26, 2023 – Magill, seconded by Epps; motion passed with all ayes. 5/0

12. Receive staff updates on water well usage (Community Development Director)

Community Development Director Medina explained his findings of a previous request from Council to investigate water well usage of a particular business and a non-profit. Those particular locations are on a water well and are using for hand washing, which was also reported to Texas Commission on Environmental Quality (TCEQ).

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

Mayor Pro-Tem Magill thanked Council for approving the change to bulk pickup to 1 day a week and the town looks much better, appreciates it.

Councilmember Fruin stated a Runoff Election is going on, early voting ends tomorrow, and June 10, 2023, is election day, encouraged voters to get out and do your civic duty and come out and vote.

Councilmember Epps stated he would like to echo what Mayor Pro-Tem Magill stated and thanked the City Manager for reaching out regarding the boom truck issue.

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

Councilmember Hernandez stated let us talk garage sales.

15. Recessed Into Executive Session at 7:58 PM

Council recessed into executive session pursuant to Texas Government Code:

- A. § 551.071. Consultation with City Attorney: Seek legal advice related to event centers**
- B. § 551.074. Personnel Matters: Discuss an employment agreement for interim City Secretary**

16. Reconvened Into Regular Session at 8:17 PM

Council reconvened into open session, to take action, if any, on matters discussed in Executive Session.

A. § 551.071. Consultation with City Attorney: Seek legal advice related to event centers

No action taken.

B. § 551.074. Personnel Matters: Discuss an employment agreement for interim City Secretary

17. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a professional services agreement with City Hall Essentials and work order issued thereunder for provision of Interim City Secretary Consulting Services; authorizing and ratifying the City Manager’s execution of the agreement, work order, and all necessary related documents, appointing Melinda Welsh as Interim City Secretary, and providing an effective date.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving a professional services agreement with City Hall Essentials and work order issued thereunder for provision of Interim City Secretary Consulting Services; authorizing and ratifying the City Manager’s execution of the agreement, work order, and all necessary related documents, appointing Melinda Welsh as Interim City Secretary, and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

Adjourned at 8:19 p.m.

APPROVED:

Mayor Lackey Stepper Sebastian

ATTEST:

Melinda Welsh, City Secretary

Regular Session Agenda Item: 2

Meeting Date: July 3, 2023

ITEM DESCRIPTION:

Conduct a public hearing regarding the levy of assessments in Improvement Area #1 of the Stonehaven Public Improvement District.

BACKGROUND OF ISSUE:

On September 20, 2021, the City Council passed and approved a resolution creating the Stonehaven Public Improvement District (the “District”). The District Property is being developed in phases (each an “Improvement Area”) by the Developer and special Improvement Area #1 Assessments have been or will be levied against the Improvement Area #1 Assessed Property as set forth in the Service and Assessment Plan within such Improvement Area to pay the costs of Authorized Improvements that confer a special benefit on the Improvement Area #1 Assessed Property. The general nature of the proposed public improvements are: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) water, wastewater and drainage improvements and facilities, (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) through (viii) above; These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The purpose of the public hearing is to consider the proposed assessments to be levied against certain assessable property in the Stonehaven Public Improvement District, to wit: Improvement Area #1.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 3

Meeting Date: July 3, 2023

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville approving a Reimbursement Agreement relating to the Stonehaven Public Improvement District.

BACKGROUND OF ISSUE:

On September 20, 2021, the City Council passed and approved a resolution creating the Stonehaven Public Improvement District (the “District”) and executed the Stonehaven Development Agreement (“Agreement”), which was amended December 19, 2022. The purpose of the District is to finance public improvements that promote the interests of the City and provide a special benefit on the Assessed Property within the District. The Service and Assessment Plan, approved by the City Council, allocates the Improvement Area #1 costs to the assessed area. All revenue received and collected by the City from the collection of the Improvement Area #1 Assessments shall be deposited first for the payment of debt service on Improvement Area #1 assessment revenue bonds issued with a pledge of such Improvement Area #1 Assessment Revenue in accordance with a trust indenture relating to such Future Improvement Area #1 Bonds and to and second, into a separate fund of the City established for the District, that is separate from all other funds of the City to reimburse Developer for improvement costs as set forth therein.

This Agreement is a “reimbursement agreement” authorized by the PID Act. The reimbursement amount is payable solely from the revenue received and collected by the City and deposited into the assessment fund.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the resolution and reimbursement agreement.

EXHIBITS:

Resolution

Exhibit A, Reimbursement Agreement - To be attached to the Resolution

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A REIMBURSEMENT AGREEMENT RELATING TO THE STONEHAVEN PUBLIC IMPROVEMENT DISTRICT.

WHEREAS, on September 20, 2021, the City Council passed and approved a resolution creating the Stonehaven Public Improvement District (the “District”) covering approximately 246.965 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Stonehaven Development Agreement,” executed by and between the Developer, and the City effective September 20, 2021, and as amended on December 19, 2022, and July 3, 2023 (together, the “Development Agreement”); and

WHEREAS, the District Property is being developed and special assessments will be levied against the Assessed Property within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

WHEREAS, Meritage Homes of Texas LLC., a Texas limited liability company (the “Developer”) is the developer of the District Property; and

WHEREAS, the City Council intends to pass and approve an (the “Assessment Ordinance”) which, among other things, will approve a service and assessment plan (the “Service and Assessment Plan”) that will levy Assessments on assessable property in the District, and establish the dates upon which interest on such Assessments will begin to accrue and collection of such assessments will begin; and

WHEREAS, from revenues received from the Assessments levied on property within each improvement area or phase of the District Property and pursuant to the Service and Assessment Plan, the City intends to reimburse the Developer for all of a portion of the costs of certain public improvements (the “Authorized Improvements”) within the District pursuant to and in the manner set forth in a Reimbursement Agreement by and between the Developer and the City (the “Reimbursement Agreement”); and

WHEREAS, the City and the Developer wish to enter into the Reimbursement Agreement to evidence the City's intention to reimburse the Developer for all or a portion of the costs of the Authorized Improvements from Assessments levied on assessable property within Improvement Area #1 of the District; Now Therefore,

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

Section 1: The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Reimbursement Agreement or in the Service and Assessment Plan.

Section 2: The City Council hereby approves the Reimbursement Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

Section 3: This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED, APPROVED AND EFFECTIVE on the 3rd day of July, 2023.

Melinda Welsh, Interim City Secretary
City of Seagoville, Texas

Lackey Stepper Sebastian, Mayor
City of Seagoville, Texas

[SEAL]

EXHIBIT A

IMPROVEMENT AREA #1 REIMBURSEMENT AGREEMENT

**CITY OF SEAGOVILLE, TEXAS STONEHAVEN PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #1
REIMBURSEMENT AGREEMENT**

This City of Seagoville, Texas Stonehaven Public Improvement District Improvement Area #1 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the City of Seagoville, Texas (the “City”) and Meritage Homes of Texas, LLC a Texas limited liability company, (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective as of July 3, 2023 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *Stonehaven Public Improvement District Service and Assessment Plan*, dated as of the date of its approval, as to be adopted by the City Council of the City, as the same may be amended, supplemented, and updated from time to time (the “Service and Assessment Plan”); and

WHEREAS, on September 20, 2021, the City Council passed and approved a resolution creating the Stonehaven Public Improvement District (the “District”) covering approximately 247 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance Improvement Area #1 Improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Improvement Area #1 Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain development agreement, executed by and between the Developer and the City effective December September 20, 2021, and as amended December 19, 2022 (together the “Development Agreement”); and

WHEREAS, the District Property is being developed in phases (each an “Improvement Area”) by the Developer and special Improvement Area #1 Assessments have been or will be levied against the Improvement Area #1 Assessed Property (as to be defined in the Service and Assessment Plan) within such Improvement Area to pay the costs of Authorized Improvements that confer a special benefit on the Improvement Area #1 Assessed Property within such Improvement Area; and

WHEREAS, certain Improvement Area #1 Improvements as identified in the Service and Assessment Plan are to be constructed within the portion of the District Property being developed as “Improvement Area #1” the (the “Improvement Area #1 Improvements”) to serve the District, as to be described and depicted in the Service and Assessment Plan; and

WHEREAS, the City Council intends to pass and approve one or more ordinances (each an “Assessment Ordinance”) which, among other things, shall approve the final Service and Assessment Plan and any amendments thereto, (including the Improvement Area #1 Assessment

Roll), and shall levy Improvement Area #1 Assessments on property within Improvement Area #1 of the District, (the “Improvement Area #1 Assessments”) and shall establish the dates upon which collection of such Improvement Area #1 Assessments will begin; and

WHEREAS, the Service and Assessment Plan shall identify the Actual Costs of the Improvement Area #1 Improvements (plus financing costs as set forth in the Service and Assessment Plan) (the “Improvement Area #1 Improvement Costs”) that are to be assessed against the property in Improvement Area #1 of the District (the “Improvement Area #1 Assessed Property”); and

WHEREAS, the Service and Assessment Plan shall allocate the Improvement Area #1 Improvements Costs to Improvement Area #1 Assessed Property; and

WHEREAS, the Improvement Area #1 Assessments will be reflected on an Improvement Area #1 Assessment Roll, as approved by the City Council; and

WHEREAS, all revenue received and collected by the City from the collection of the Improvement Area #1 Assessments (the “Improvement Area #1 Assessment Revenue”) shall be deposited first for the payment of debt service on Improvement Area #1 assessment revenue bonds issued with a pledge of such Improvement Area #1 Assessment Revenue (“Future Improvement Area #1 Bonds”) in accordance with a trust indenture relating to such Future Improvement Area #1 Bonds (the “Bond Indenture”) and to and second, into a separate fund of the City (the “Improvement Area #1 Assessment Fund”) established for the District, that is separate from all other funds of the City and

WHEREAS, the Improvement Area #1 Assessment Revenue deposited into the Improvement Area #1 Assessment Fund shall be used to reimburse Developer and its assigns for the Improvement Area #1 Improvements Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed \$6,840,000; and

WHEREAS, the obligations of the City to use the Improvement Area #1 Assessments hereunder is authorized by the PID Act; and

WHEREAS, this Reimbursement Agreement is a “reimbursement agreement” authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, at the discretion of the City and in accordance with the Development Agreement as amended, the Developer and City may amend this Agreement and the Development Agreement as determined necessary by City’s bond counsel for issuance of any such bonds, for compliance with applicable law and for compliance with the obligations of the Parties under this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND

ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The recitals in the “WHEREAS” clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Strictly subject to the terms, conditions, and requirements and solely from the revenues as herein provided and in accordance with the Development Agreement, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to that portion of the Improvement Area #1 Improvement Costs paid by the Developer as set forth in the Service and Assessment Plan that were within the costs shown on the Service and Assessment Plan, plus interest on the unpaid balance as set forth in Section 2(c) below, in accordance with the terms of this Reimbursement Agreement for the term set forth herein, in principal amount as set forth in the Service and Assessment Plan, such amounts not to exceed \$6,840,000 (the “Reimbursement Amount”), plus interest accrued as provided herein and in the Service and Assessment Plan. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the “Improvement Area #1 Assessment Fund.” The Reimbursement Amount is payable from Improvement Area #1 Assessment Revenue to be deposited in the Improvement Area #1 Assessment Fund as described below and in accordance with this Reimbursement Agreement and the Development Agreement.
 - a. The Reimbursement Amount is payable solely from: (i) the Improvement Area #1 Assessment Revenue received and collected by the City and deposited into Improvement Area #1 Assessment Fund; (ii) the net proceeds (after funding reserve funds, and the payment of costs of issuance, including the costs paid or incurred by the City and City Administrative Expenses) of one or more series of bonds (the “Future Improvement Area #1 Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by the Improvement Area #1 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.
 - b. The Improvement Area #1 Assessment Revenue shall be received, collected and deposited into the Improvement Area #1 Assessment Fund, subject to the following limitations:
 - i. Calculation of the Improvement Area #1 Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the Service and Assessment Plan.
 - ii. The Improvement Area #1 Assessments shall accrue interest at the rates set forth in this (iv) immediately below. Interest shall continue on the unpaid

principal amount of the Improvement Area #1 Assessments for a Lot until the earlier of (i) 30 years or the time period set forth in the Service and Assessment Plan, or (ii) the issuance of any Future Improvement Area #1 Bonds, or (iii) in the event the Future Improvement Area #1 Bonds are not issued, until the Reimbursement Amount is paid in full pursuant to this Reimbursement Agreement.

- iii. The Developer and its assigns shall be reimbursed in a Reimbursement Amount as set forth in the Service and Assessment Plan, such amount not to exceed the principal amount of \$6,840,000 plus interest for the time period as both are set forth in the Service and Assessment Plan, from the Improvement Area #1 Assessment Fund and as allowed under this Section. The Reimbursement Amount as set forth in the Service and Assessment Plan shall control over any amount set forth in this Agreement.
 - iv. The unpaid Reimbursement Amount shall bear simple interest per annum beginning on the date that all Improvement Area #1 Improvements have reached final completion and have been dedicated to the City and at the rate of 5.93%, which rate does not exceed the rates as set forth in Subsections 372.023(e)(1) and (e)(2) of the PID Act. Upon the issuance of Future Improvement Area #1 Bonds for the payment of the Improvement Area #1 Improvement Costs, the Improvement Area #1 Assessments shall bear interest at the rate of the Future Improvement Area #1 Bonds plus additional interest as set forth in the Service and Assessment Plan, and interest on the Improvement Area #1 Assessments pursuant to this section shall cease.
3. The Reimbursement Amount, plus the interest as described in Section 2(c)(ii) above, are collectively, the "Unpaid Balance." The Unpaid Balance is secured by and payable solely from the Improvement Area #1 Assessment Revenue received and collected by the City and deposited into the Improvement Area #1 Assessment Fund, subject to Section 4 herein. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the maturity date of the Improvement Area #1 Assessments. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Improvement Area #1 Assessment Revenue received, collected and deposited into the Improvement Area #1 Assessment Fund. The City covenants that it will comply with the provisions of this Reimbursement Agreement, the Development Agreement, and the PID Act, including provisions relating to the administration of the PID and the enforcement and collection of taxes and Improvement Area #1 Assessments, and all other covenants provided therein. The City will take and pursue all actions permissible under the PID Act and all other laws or statutes, rules, or regulations of the State of Texas or the United

States as the same may be amended, collectively the “Applicable Laws”) to cause the Improvement Area #1 Assessments to be collected and the liens related to such be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #1 Assessments for so long as an Unpaid Balance remains outstanding under this Reimbursement Agreement. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #1 Assessment Revenue and, as a result, is unable to make transfers from the Improvement Area #1 Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

4. If Future Improvement Area #1 Bonds are issued to reimburse the costs of the Improvement Area #1 Improvements, the net proceeds of such Future Improvement Area #1 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Improvement Area #1 Improvements and then to pay all or any portion of any Improvement Area #1 Improvement Costs, as set forth in the Service and Assessment Plan.
5. Notwithstanding the foregoing, the Developer shall only be entitled to repayment of the Improvement Area #1 Improvement Costs as set forth in the Service and Assessment Plan. If the Improvement Area #1 Improvement Costs are less than the amounts set forth in Service and Assessment Plan, the Developer shall not be entitled to such excess amounts. The Parties acknowledge that upon the issuance of Future Improvement Area #1 Bonds, the payment of bond proceeds to the Developer for reimbursement of the costs of the Public Improvements, and for any costs incurred in the administration and operation of the PID, shall be as set forth in and subject to the terms and provisions of the applicable Indenture relating to the Future Improvement Area #1 Bonds, including the form of a certification for payment (a “Certification for Payment”) as provided in the applicable Indenture.
6. The Developer represents and warrants that it will not request payment with respect to any Improvement Area #1 Improvement Costs that are not part of the Improvement Area #1 Improvements identified in the Service and Assessment Plan and it will follow all procedures set forth herein or in the applicable Indenture with respect to Certification for Payments (as defined in the applicable Indenture).
7. Payment of amounts due pursuant to this Reimbursement Agreement shall be after the City’s acceptance of the Improvement Area #1 Improvements, pursuant to the City’s customary process, and submittal of sufficient documentation as reasonably determined by the City’s PID Administrator that reflect the Improvement Area #1 Improvement Costs paid by Developer (a “Reimbursement Payment Request”) in a form acceptable to the City

and the City's PID Administrator. Upon the issuance of Future Improvement Area #1 Bonds, payment of the Improvement Area #1 Improvements Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Upon the issuance of Future Improvement Area #1 Bonds, payment of the Improvement Area #1 Improvements Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture.

8. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest in the revenue streams identified in this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five (5) days after Developer's written notice of the Transfer is received by the City, including for each Transferee the information required by Section 20 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice. The City shall not be required to make payments pursuant to this Reimbursement Agreement to more than two (2) parties. The City shall not make any representations or execute any consent to any assignment of this Reimbursement Agreement, or any Improvement Area #1 Assessment Revenues received hereunder.
9. The Developer represents that it is in compliance with all of its obligations required by the Development Agreement, and the City's ordinances and regulations.
10. The Developer represents that it has submitted and will obtain approval of the applicable construction plans for the Improvement Area #1 Improvements from the appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. Nothing in this Reimbursement Agreement shall be construed as a grant of any development permit approval. The Developer further agrees that, subject to the terms hereof and of the Development Agreement, the Improvement Area #1 Improvements constructed by the Developer have been or will be constructed in full compliance with approved construction plans and are or will be consistent with the Development Agreement and that the Developer shall supply the City with complete as-built plans upon final completion (meaning when the Public Improvements have been completed in accordance with the applicable City regulations and City approved plans and

are ready for dedication to the City) of each Improvement Area #1 Improvement constructed by the Developer.

11. The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #1 Improvement and, upon completion, inspection, and acceptance, convey each such Improvement Area #1 Improvement to the City in accordance with the terms of this Reimbursement Agreement and the Development Agreement, even if there are insufficient funds in the Project Fund of the applicable Indenture or in the Improvement Area #1 Assessment Fund to pay the costs thereof. In any event, this Reimbursement Agreement shall not affect any obligation of the Developer under any other agreement to which the Developer is a party or any governmental approval which the Developer or and land within the District is subject, with respect to the Improvement Area #1 Improvements, required in connection with the development of the land within the PID.
12. Within twenty (20) business days of receipt of any Reimbursement Payment Request, the City's PID Administrator shall either (i) approve and execute the Reimbursement Payment Request and forward the same to the City for payment (from those funds available in the Improvement Area #1 Assessment Fund, as applicable), or (ii) in the event the City's PID Administrator disapproves the Reimbursement Payment Request, give written notification to the Developer of such disapproval, in whole or in part, of such Reimbursement Payment Request, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Reimbursement Payment Request. If a Reimbursement Payment Request seeking reimbursement is approved only in part, the City shall specify the extent to which the Reimbursement Payment Request is approved and shall process such partially approved Reimbursement Payment Request for payment.
13. Within twenty (20) business days of receipt of any completed and correct Certificate for Payment required under any Indenture for Future Improvement Area #1 Bonds, the City's PID Administrator shall either (i) approve and forward for City execution, the Certificate for Payment and then forward the same to the Trustee for payment, or (ii) in the event the City's PID Administrator disapproves the Certificate for Payment, give written notification to the Developer of such disapproval, in whole or in part, of such Certificate for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certificate for Payment. If a Certificate for Payment seeking reimbursement is approved only in part, the City shall specify the extent to which the Certificate for Payment is approved and shall deliver such partially approved Certificate for Payment to the Trustee for the Trust Indenture for payment.
14. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #1 Assessment Fund, as applicable, and such obligations do not create a debt or other obligation payable from any other City revenues,

taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.

15. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Improvement Area #1 Improvements. The obligations of Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the PID. Nothing herein shall be construed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations, and ordinances.
16. The Developer shall furnish to the City a preliminary title report for land with respect for Improvement Area #1 Improvements that are to be acquired and accepted by, but has not been previously conveyed to, the City for review and approval at least thirty (30) calendar days prior to the transfer of title of an Improvement Area #1 Improvement.
17. This Reimbursement Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, exclusive venue for such dispute shall lie in any court of competent jurisdiction in Denton County, Texas.
18. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

To the City: City Manager
 702 N. Highway 175
 Seagoville, Texas 75159
 972-287-2050

With a copy to: Attn: City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, 1800 Ross Tower
Dallas, Texas 75201
214-965-9900

To the Developer: Attn: David Aughinbaugh
Meritage Homes of Texas, LLC
8840 Cypress Waters Boulevard, Suite 100
Dallas, Texas 75019
972-580-6329

With a copy to: Attn: Ryan Hamilton
Meritage Homes Corporation
8800 E. Raintree Drive, Suite 300
Scottsdale, Arizona 85260
480-515-8089

With a copy to: Attn: Sarah Landiak
Winstead PC
2728 N. Harwood St.
500 Winstead Building
Dallas, TX 75201
214-745-5432

19. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Improvement Area #1 Assessments contrary to the provisions of the PID Act.
20. Remedies:
 - a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least thirty (30) days from receipt of the notice within which to cure the Failure (unless more specifically set forth herein); however, if the Failure cannot reasonably be cured within thirty (30) days and the non-performing Party has diligently pursued a cure within such thirty (30) day period and has provided

written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period of not to exceed thirty (30) days so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure or Default by the Developer within the same time periods that are provided to the Developer. The election by a Transferee to cure a Failure or Default by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

- b. Notwithstanding the foregoing, the following are considered a Default under this Reimbursement Agreement, subject to any notice and applicable cure period as set forth herein:
 - i. The Developer shall fail to pay to the City any monetary sum hereby required of it pursuant to the Development Agreement as and when the same shall become due and payable and shall not cure such Default within thirty (30) days after the later of the date on which written notice thereof is given by the City to the Developer, as provided in this Reimbursement Agreement. The Developer shall fail in any material respect to maintain any of the insurance or bonds required by this Reimbursement Agreement or the Development Agreement;
 - ii. The Developer shall fail to comply in any material respect with any term, provision or covenant of this Reimbursement Agreement (other than the payment of money to the City), and shall not cure such failure within sixty (60) days after written notice thereof is given by the City to the Developer;
 - iii. The filing by Developer of a voluntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's, rights;
 - iv. The consent by Developer to an involuntary proceeding under present or future bankruptcy, insolvency, or other laws respecting debtor's rights;
 - v. 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 decree unstayed for any period of ninety (90) consecutive days;
 - vi. The failure by Developer or any Affiliate to pay any taxes or Improvement Area #1 Assessments on property owned by the Developer and/or any

Affiliates within the PID or in the TIRZ (as defined in the Development Agreement), if such failure is not cured within thirty (30) days

- vii. The Developer is in default under the Development Agreement after the expiration of any applicable cure period following written notice, if such written notice is required under the terms of the Development Agreement or
 - viii. The Developer shall breach any material covenant or default in the performance of any material obligation hereunder if such breach or default is not cured within thirty (30) days, in the reasonable determination of the City.
- c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
 - d. If the Developer is in Default, the City may pursue any legal or equitable remedy or remedies, including, without limitation, actual damages, and termination of this Reimbursement Agreement. The City shall not terminate this Reimbursement 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 Reimbursement Agreement upon a Developer Event of Default shall not prevent the City from suing the Developer for specific performance, 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 the Development 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.
 - e. 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.
 - f. The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.
21. **THE DEVELOPER SHALL ASSUME THE DEFENSE OF, AND IF ANY, INDEMNIFY AND HOLD HARMLESS THE CITY'S THIRD PARTY**

INSPECTOR, THE CITY EMPLOYEES, OFFICIALS, OFFICERS, REPRESENTATIVE AND AGENTS OF THE CITY AND EACH OF THEM (EACH AN “INDEMNIFIED PARTY”) FROM AND AGAINST, ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECT OR PUT, BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISIONS OF THIS REIMBURSEMENT AGREEMENT BY THE DEVELOPER, THE DEVELOPER’S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA #1 IMPROVEMENTS CONSTRUCTED BY DEVELOPER, OR ANY CLAIMS BY PERSONS EMPLOYED BY THE DEVELOPER RELATING TO THE CONSTRUCTION OF SUCH PROJECTS. NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE CITY DOES NOT WAIVE ITS DEFENSES AND IMMUNITIES, WHETHER GOVERNMENTAL, SOVEREIGN, OFFICIAL OR OTHERWISE AND NOTHING IN THIS REIMBURSEMENT AGREEMENT IS INTENDED TO OR SHALL CONFER ANY RIGHT OR INTEREST IN ANY PERSON NOT A PARTY HERETO.

22. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Improvement Area #1 Bonds issued to reimburse the costs of the Improvement Area #1 Improvements, the Indenture securing such Future Improvement Area #1 Bonds shall control as the provisions relate to the Improvement Area #1 Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.
23. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party’s right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
24. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
25. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this

Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.

26. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
27. The City represents and warrants that this Reimbursement 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) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
28. This Reimbursement Agreement represents the entire agreement of the Parties and no other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; and (b) the remainder of this Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
29. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
30. The term of this Reimbursement Agreement with respect to the Reimbursement Amount is the earlier of (i) one year following the last Annual Installment of an Assessment is collected, (ii) the payment or redemption of the Reimbursement Amount, or (iii) termination pursuant to an Event of Default, whichever occurs first. If the Developer defaults under the Development Agreement or this Reimbursement Agreement, the Development Agreement nor this Reimbursement Agreement shall not terminate with respect to the costs of the Improvement Area #1 Improvements that have been approved and accepted by the City pursuant to an approved Certification for Payment or Reimbursement Payment Request prior to the date of default. Upon the expiration of the term of this Reimbursement Agreement pursuant to this Section, this Reimbursement

Agreement shall terminate with respect to any reimbursements for Improvement Area #1 Improvements.

31. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
32. During the term of the Reimbursement Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.
33. 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 Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement 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.
34. The Developer hereby 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.

35. To the extent this Reimbursement 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 Reimbursement 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.

36. To the extent this Reimbursement 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 Reimbursement 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 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.
37. As used in Sections 36 through 38, 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 405, 17 C.F.R. § 230.405, and exists to make a profit.
38. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the “Form 1295”). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by Developer; and, neither the City nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

Executed by Developer and City to be effective on the Effective Date.

ATTEST:

CITY OF SEAGOVILLE

City Secretary

Mayor

MERITAGE HOMES OF TEXAS, LLC,

an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the _____ and duly authorized representative of MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2021.

Notary Public, State of Texas
My Commission Expires: _____

EXHIBIT B

Phase Name: _____

Improvement Area #1 Improvements	Principal Amount of Assessment Levied	Interest Rate	Assessment Levy Date	Annual Reimbursement Amount	Reimbursement Cap

Regular Session Agenda Item: 4

Meeting Date: July 3, 2023

ITEM DESCRIPTION:

Discuss and consider an Ordinance of the City of Seagoville approving a Service and Assessment Plan and Assessment Roll for authorized improvements for the Stonehaven Public Improvement District (the “District”); making a finding of special benefit to certain property in the District; levying assessments against certain property within the District and establishing a lien on such property; providing for payment of the assessment in accordance with Chapter 372, TEXAS LOCAL GOVERNMENT CODE, as amended; providing for severability and providing an effective date.

BACKGROUND OF ISSUE:

On September 20, 2021, the City Council passed and approved a resolution creating the Stonehaven Public Improvement District (the “District”). The District is being developed in phases (each an “Improvement Area”) and assessments are anticipated to be levied in each development phase. A Preliminary Service and Assessment Plan for Authorized Improvements within Improvement Area #1 of the District, and the Assessment Roll attached thereto, was prepared and subsequently accepted by Resolution of the City Council on June 5, 2023. Further, the date for the public hearing was set on the proposed levy of assessments.

As required by the Public Improvement District Assessment Act, the appropriate notice was published in the newspaper, notices have been mailed, and a public hearing has been held regarding the proposed levy of Assessments pursuant to the Preliminary Pla and the proposed Assessment Roll on property within Improvement Area # 1 of the District. After considering all evidence presented, in whatever form, if the City Council determines proceeding is appropriate, it is required this Ordinance be adopted.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the Ordinance and assessment plan.

EXHIBITS:

Proposed Ordinance

Exhibit A, Service and Assessment Plan and Assessment Roll - To be attached to the Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL FOR AUTHORIZED IMPROVEMENTS FOR THE STONEHAVEN PUBLIC IMPROVEMENT DISTRICT (THE “DISTRICT”); MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas (the “City”) received a petition meeting the requirements of Sec. 372.005 of the Public Improvement District Assessment Act (the “Act”) requesting the creation of a public improvement district over a portion of the area within the corporate limits of the City to be known as the Stonehaven Public Improvement District (the “District”); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the boundaries of the proposed District, as determined by the then current ad valorem tax rolls of the Dallas Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the City; and

WHEREAS, the City Council approved the creation of the PID by Resolution approved on September 20, 2021 (the "Creation Resolution"); and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an “Improvement Area”); and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan (the “Service and Assessment Plan”) for Authorized Improvements within Improvement Area #1 of the District (the “Improvement Area #1 Improvements”) and an assessment roll for Improvement Area #1 of the District (the “Assessment Roll”) that states the assessment against each parcel of land within Improvement Area #1 of the District (the “Assessments”); and

WHEREAS, the City called a public hearing regarding the proposed levy of Assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #1 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City, pursuant to Section 372.016(b) of the Act, published notice in a newspaper of general circulation within the City to consider the proposed Service and Assessment Plan for the District and the levy of the Assessments, as defined in the Service and Assessment Plan, on property within Improvement Area #1 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the Act, caused the mailing of notice of the public hearing to consider the proposed Service and Assessment Plan and the Assessment Roll attached to the Service and Assessment Plan and the levy of Assessments on property within Improvement Area #1 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing at _____ p.m. on the _____ day of _____, 2023, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the costs of the Improvement Area #1 Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the developer of property within the District as described in the Service and Assessment Plan for the District has commenced the construction and acquisition of the Improvement Area #1 Improvements within the District; and

WHEREAS, the City wishes to levy assessments on the property within the District for the Improvement Area #1 Improvements as set forth in the Service and Assessment Plan; and

WHEREAS, the City Council finds and determines that the Service and Assessment Plan and Assessment Roll attached thereto should be approved and that the Assessments should be levied on property within Improvement Area #1 of the District as provided in this Ordinance and the Service and Assessment Plan and Assessment Roll; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Improvement Area #1 Improvements, the Assessment Roll or the levy of Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the District, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the Act.

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

Section 1. **Findings.** The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan attached hereto as Exhibit A.

Section 3. Findings. The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes. The City Council hereby finds, determined and orders, as follows:

- a. The apportionment of the Costs of the Improvement Area #1 Improvements, and the Annual Collection Costs pursuant to the Service and Assessment Plan is fair and reasonable, reflects an accurate presentation of the special benefit each property will receive from the Improvement Area #1 Improvements identified in the Service and Assessment Plan, and is hereby approved;
- b. The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #1 Improvements;
- c. The Service and Assessment Plan apportions the costs of the Improvement Area #1 Improvements to be assessed against each Assessed Property in Improvement Area #1 of the District and such apportionment is made on the basis of special benefits accruing to each Assessed Property within Improvement Area #1 of the District because of Improvement Area #1 Improvements.
- d. All of the real property within Improvement Area #1 of the District which is being assessed in the amounts shown in the Service and Assessment Plan and Assessment Roll will be benefited by the Improvement Area #1 Improvements proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in Improvement Area #1 of the District will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;
- e. The method of apportionment of the costs of the Improvement Area #1 Improvements and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #1 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs;
- f. The Service and Assessment Plan should be approved as the service plan and assessment plan for the District, as described in Sections 372.013 and 372.014 of the Act;
- g. The Assessment Roll in the form attached to the Service and Assessment Plan should be approved as the assessment roll for Improvement Area #1 of the District;

- h. The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Improvement Area #1 Annual Installments, interest and penalties on delinquent Assessments and delinquent Improvement Area #1 Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the improvements needed and required for the area within Improvement Area #1 of the District; and
- i. A 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 for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon.

Section 4. Assessment Plan. The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the Act as a service plan and an assessment plan for the Improvement Area #1 within the District.

Section 5. Assessment Roll. The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Improvement Area #1 Improvements within the District.

Section 6. Levy and Payment of Assessments for Costs of Improvement Area #1 Improvements.

- a. The City Council hereby levies Assessments on each Assessed Property located within Improvement Area #1 of the District, as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as special assessments on the properties within Improvement Area #1 of the District as set forth in the Service and Assessment Plan and the Assessment Roll.
- b. The levy of the Assessments shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.
- c. The collection of the Assessments shall be as described in the Service and Assessment Plan.
- d. Each Assessment may be pre-paid or paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.
- e. Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

- f. Each Improvement Area #1 Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- g. The Annual Collection Costs for Assessed Properties in Improvement Area #1 of the District shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the costs of the Improvement Area #1 Improvements is as set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the Act and the Service and Assessment Plan.

Section 9. Prepayments of Assessments. As provided in Section 372.018(f) of the Act and in the Service and Assessment Plan, the owner (the “Owner”) of any Assessed Property in Improvement Area #1 of the District may prepay the Assessments levied by this Ordinance as set forth in the Service and Assessment Plan.

Section 10. Lien Priority. As provided in the Act, the City Council and owners of the Assessed Property intend for the obligations, covenants and burdens on the owners of Assessed Property in Improvement Area #1 of the District, including without limitation such owner’s obligations related to payment of the Assessments and the Improvement Area #1 Annual Installments, to constitute a covenant running with the land. The Assessments and the Improvement Area #1 Annual Installments levied hereby shall be binding upon the Assessed Property in Improvement Area #1 of the District and the owners of Assessed Properties in Improvement Area #1 of the District, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Act.

Section 11. Administrator and Collector of Assessments.

- a. Administrator. The City shall administer the Service and Assessment Plan and the Assessments levied by this Ordinance. The City has appointed a third-party administrator (the “Administrator”) to administer the Service and Assessment Plan and the Assessments. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator’s fees, charges and expenses for providing such services shall constitute an Annual Collection Cost
- b. Collector. The City may collect the assessments or may, by future action, appoint a third-party collector of the Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Assessments. The City may also contract with any other qualified collection agent selected by the

City or may collect the Assessments on its own behalf. The costs of such collection contracts shall constitute an Annual Collection Cost.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance and the Act or other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Assessments by the City.

Section 13. Severability. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 14. Effective Date. This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution thereof.

PASSED AND APPROVED on second reading this ____ day of _____, 2023.

[Remainder of Page left Intentionally Blank]

Lackey Stepper Sebastian
Mayor, City of Seagoville

ATTEST:

Melinda Welsh
Interim City Secretary, City of Seagoville

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Lackey Stepper Sebastian Mayor of the City of Seagoville, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Ordinance in my presence for the purposes stated therein.
Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

SERVICE AND ASSESSMENT PLAN
AND ASSESSMENT ROLL – IMPROVEMENT AREA #1

Stonehaven Public Improvement District

SERVICE AND ASSESSMENT PLAN

JULY 3, 2023



AUSTIN, TX | NORTH RICHLAND HILLS, TX | HOUSTON, TX

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INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On September 20, 2021, the City Council passed and approved Resolution No. 56-R-2021 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 246.275 acres located within the corporate limits of the City, as described by the legal description on **Exhibit I-1** and depicted on **Exhibit A-1**.

The PID Act requires a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**.

SECTION I: DEFINITIONS

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, (either directly or through affiliates), including : (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

“Additional Interest” means the amount collected by the application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and

Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds, if applicable.

“Annual Service Plan Update” means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against Assessed Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in any Annual Service Plan Updates.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, and described in **Section III.A** and **III.B**, as further depicted on **Exhibits G-1** and **G-2**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

“City” means the City of Seagoville, Texas.

“**City Council**” means the governing body of the City.

“**County**” means Dallas County, Texas.

“**Delinquent Collection Costs**” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“**Developer**” means D R Cameron & Associates, Inc. Meritage Homes Corporation, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“**District**” means the Stonehaven Public Improvement District containing approximately 246.275 acres located within the corporate limits of the City, and more specifically described in **Exhibit I-1** and depicted on **Exhibit A-1**.

“**District Formation Costs**” means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

“**Engineer’s Report**” means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“**Estimated Buildout Value**” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City Council, 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. The Estimated Buildout Value for each Lot Type is shown on **Exhibit H**.

“**Improvement Area #1**” means approximately 68.784 acres located within the District, more specifically described in **Exhibit I-2** and depicted on **Exhibit A-2**.

“**Improvement Area #1 Annual Installment**” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to any series of PID Bonds issued to refinance all or a portion of the Improvement Area #1 Assessment, if and when issued, as shown on **Exhibit F-2**.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Projects, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit F-1**.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and Depicted on **Exhibit G**.

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment is levied, as shown on the Improvement Area #1 Assessment Roll.

“Improvement Area #1 Projects” means collectively, (1) the Improvement Area #1 Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #1; and (3) Bond Issuance Costs incurred in connection with the issuance of PID Bonds to refinance all or a portion of the Improvement Area #1 Assessment, if and when issued.

“Improvement Area #1 Reimbursement Agreement” means that certain Reimbursement Agreement, effective July 3, 2023 entered into by and between the City and the Developer in which the Developer, either directly or through affiliates, agrees to construct the Improvement Area #1 Improvements, and to fund certain Actual Costs of the Improvement Area #1 Projects, and the City agrees to reimburse the Developer for Actual Costs of the Improvement Area #1 Projects paid solely from the revenue collected by the City from Improvement Area #1 Assessments including Improvement Area #1 Annual Installments. The City anticipates that it will issue PID Bonds in the future at which time all or a portion of the Improvement Area #1 reimbursement Agreement balance will be reduced by the amount of the bond proceeds.

“Improvement Area #1 Reimbursement Obligation” means an amount not to exceed \$6,840,000 secured by Improvement Area #1 Assessments to be paid to the Developer pursuant to the

Improvement Area #1 Reimbursement Agreement. The Annual Installments for the Improvement Area #1 Reimbursement Obligation are shown on **Exhibit F-2**.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit H**.

“Lot Type 1” means a Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 1 is attached as **Appendix B-3**.

“Major Improvements” means that public infrastructure which confers a special benefit to all of the Assessed Property within the District, but are not Authorized Improvements, and will be funded privately by the Developer.

“Maximum Assessment” means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**.

“Non-Benefitted Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“Notice of Assessment Termination” means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit H**.

“Parcel” or **“Parcels”** means a specific property within the District identified by either a tax parcel identification number assigned by the Dallas Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in

the Plat or the Official Public Records of the County, or by any other means determined by the City.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

“Remainder Area” means approximately 177.491 acres located within the District and entirely outside of Improvement Area #1, as more specifically described on **Exhibit I-3** and depicted on **Exhibit A-3**, to be developed as one or more future improvement areas.

“Service and Assessment Plan” means this Stonehaven Public Improvement District Service and Assessment Plan as updated, amended, or supplemented from time to time.

“Service Plan” means the plan described in **Section IV** which covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“Trustee” means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 246.275 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit I-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 809 Lots developed with single-family homes.

Improvement Area #1 includes approximately 68.784 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit I-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 304 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 1).

The Remainder Area includes approximately 177.491 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit I-3** and depicted on **Exhibit A-3**. Development of the Remainder Area is anticipated to include approximately 505 Lots developed with single-family homes in one or more future improvement areas.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City. The budget for the Authorized Improvements is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

▪ *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

▪ *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping,

ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

B. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest on a series of PID Bonds under an applicable Indenture in connection with the issuance of such PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Underwriter's Counsel*

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the

underwriter's attorney fees.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

C. Other Costs

- *First Year Annual Collection Costs*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for Improvement Area #1. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to reflect any budget revisions at the time PID Bonds are issued.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable

classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer, and all future owners and developers of the Assessed Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Projects shall be allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel is allocated 100% of the Improvement Area #1 Projects.

B. Assessments

The Improvement Area #1 Assessment will be levied on the Improvement Area #1 Initial Parcel in the amount shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit F-2**. Upon division or subdivision of the Improvement Area #1 Initial Parcel, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1 exceed the corresponding Maximum Assessment for each Lot classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has found and determined the following:

- *Improvement Area #1*
 - The costs of the Improvement Area #1 Projects equal \$10,820,372 as shown on **Exhibit B**;
 - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects;
 - The Improvement Area #1 Initial Parcel will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equals \$6,840,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F-1**;
 - The special benefit ($\geq \$10,820,372$) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the amount of the Improvement Area #1 Assessment (\$6,840,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and
 - At the time the City Council approved the Service and Assessment Plan, the Developer owned 100% of the Improvement Area #1 Initial Parcel. The Developer that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Interest

The interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be collected at rates established under the Improvement Area #1 Reimbursement Agreement as part of the Improvement Area #1 Annual Installment pursuant to the Improvement Area #1 Reimbursement Agreement, which will not include Additional Interest unless and until PID Bonds secured by the Improvement Area #1 Assessment are issued. Upon the issuance of PID Bonds, the interest rate on the Improvement Area #1 Assessments will adjust to the rate of the PID Bonds plus Additional Interest.

Per the Improvement Area #1 Reimbursement Agreement, interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be calculated at a rate of 5.62%, which is not higher than 2% above the Bond Buyer Index of 3.62% dated 5/18/2023, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this **Section VI** shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed

Property, as provided by the Developer, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)] / E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1 are shown on **Exhibit E** and will not change in

future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of Assessment Termination,” a form of which is attached hereto as **Exhibit H.**

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the

final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and

the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

For purposes of Prepayments, the Improvement Area #1 Reimbursement Obligation is and will remain subordinated any PID Bonds secured by a parity lien on the Improvement Area #1 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Improvement Area #1 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property, as shown by the Dallas Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #1 Assessments shall be due when billed and shall be delinquent if not paid prior to February 1, 2024.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the "**Remaining Property**"), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable

Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after the conclusion of such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall

be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the district. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the city Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service an Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

EXHIBITS

The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Remainder Area
Exhibit A-4	Lot Type Classification Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G	Maps of Improvement Area #1 Improvements
Exhibit H	Form of Notice of Assessment Termination
Exhibit I-1	District Boundary Description
Exhibit I-2	Improvement Area #1 Boundary Description
Exhibit I-3	Remainder Area Boundary Description

APPENDICES

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT

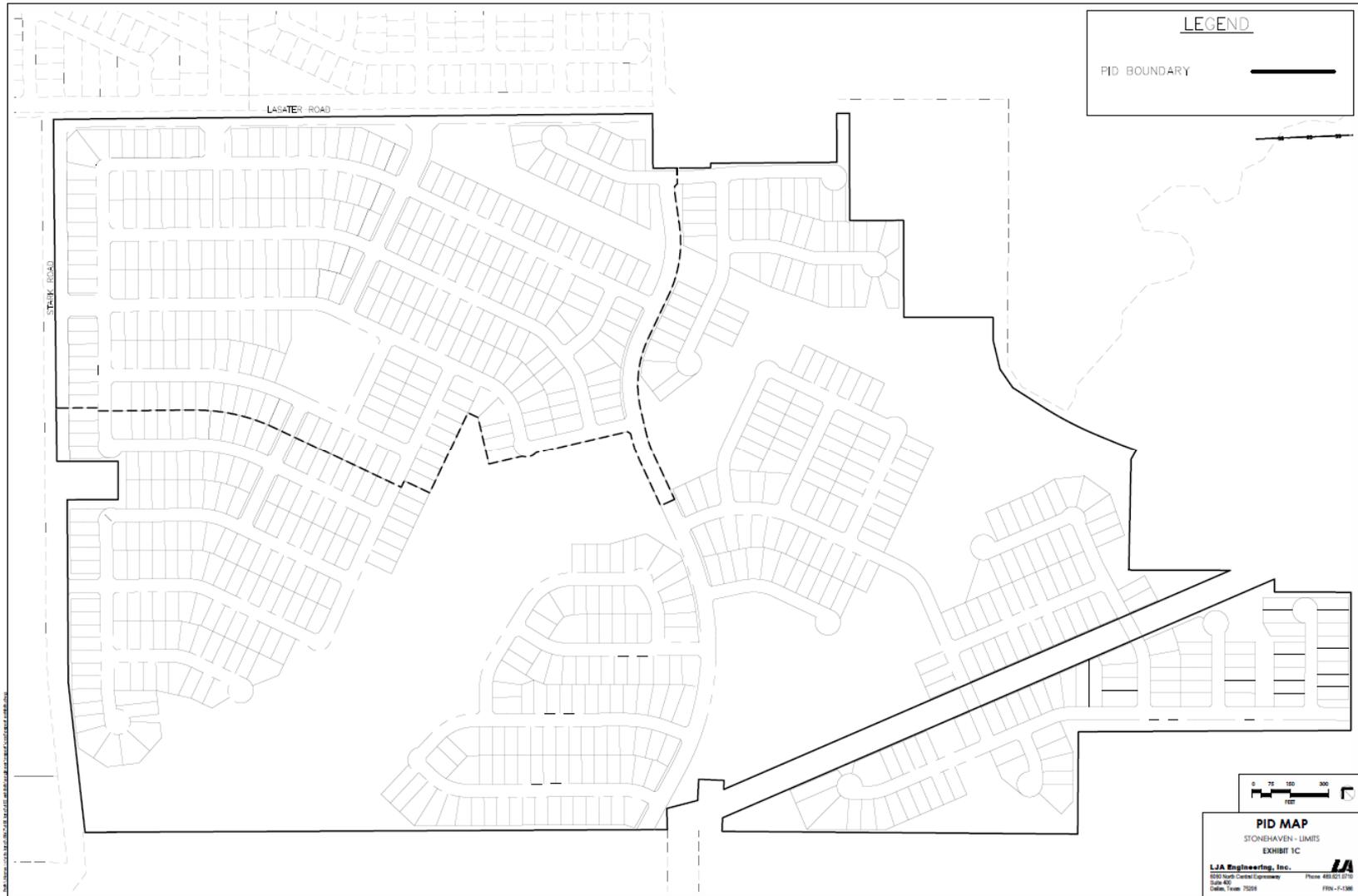


EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1

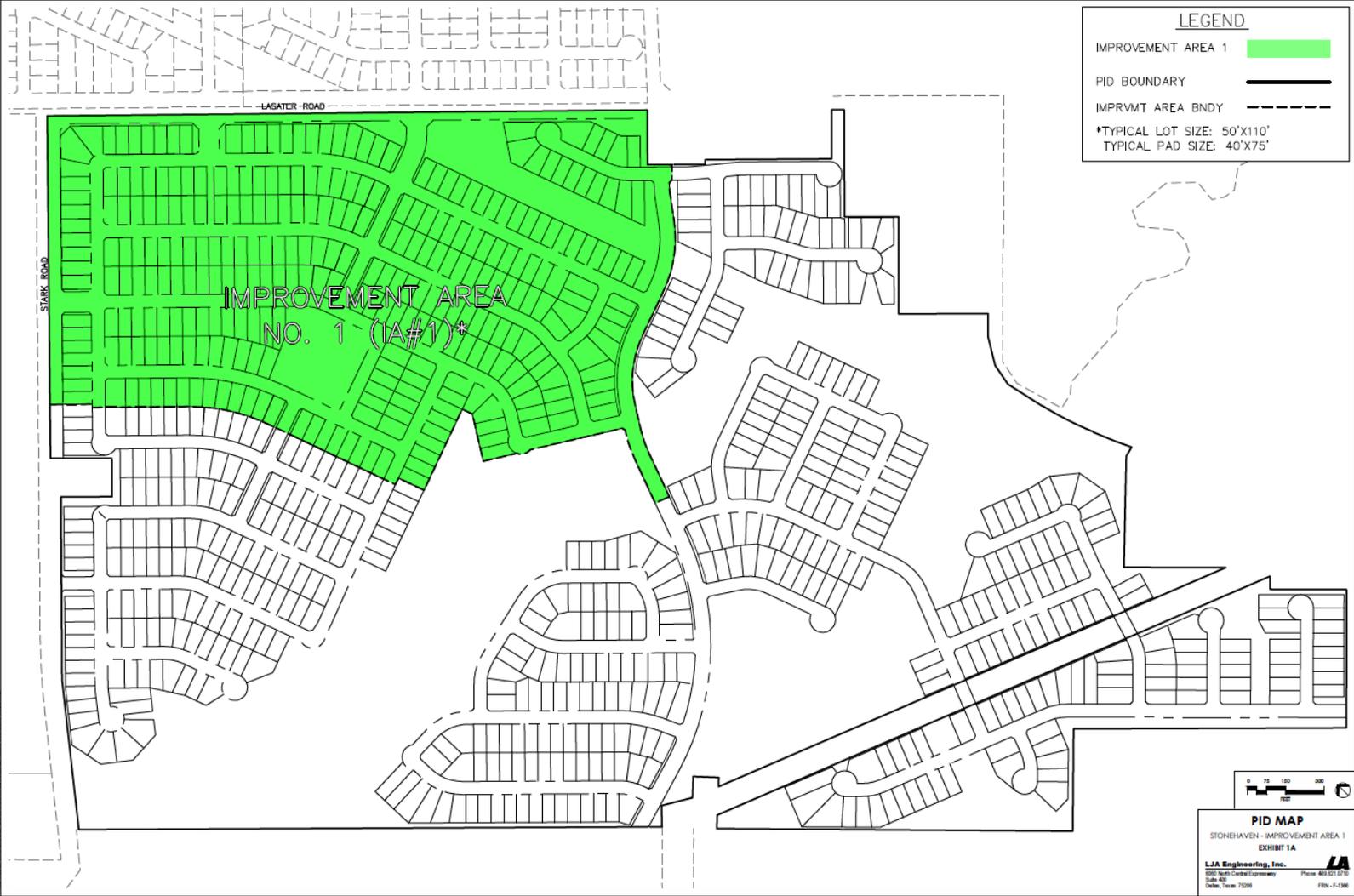
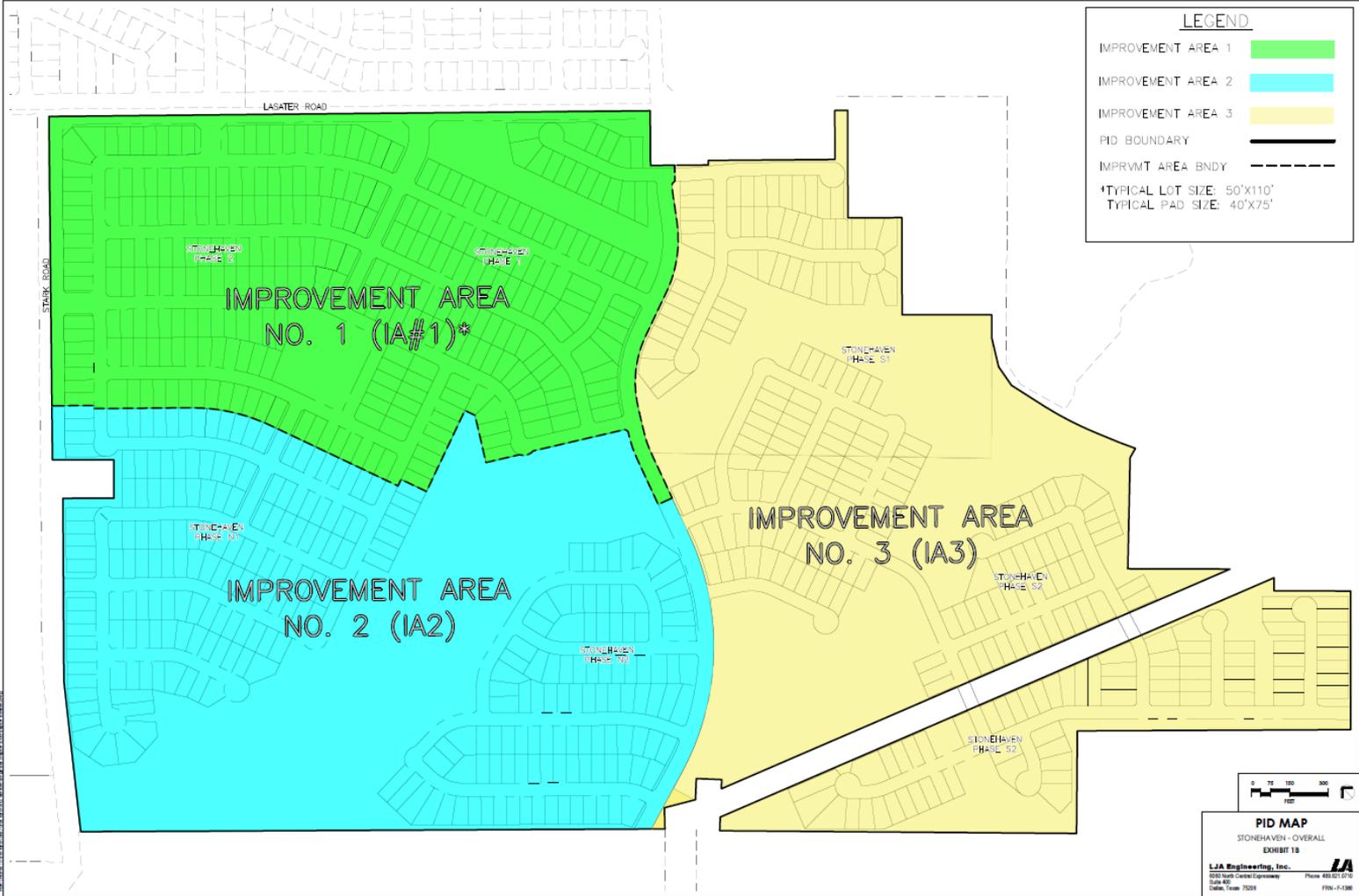


EXHIBIT A-3 – MAP OF REMAINDER AREA*



*Note: The Remainder Area is Improvement Area No. 2 and Improvement Area No. 3.

EXHIBIT A-4 – LOT TYPE CLASSIFICATION MAP

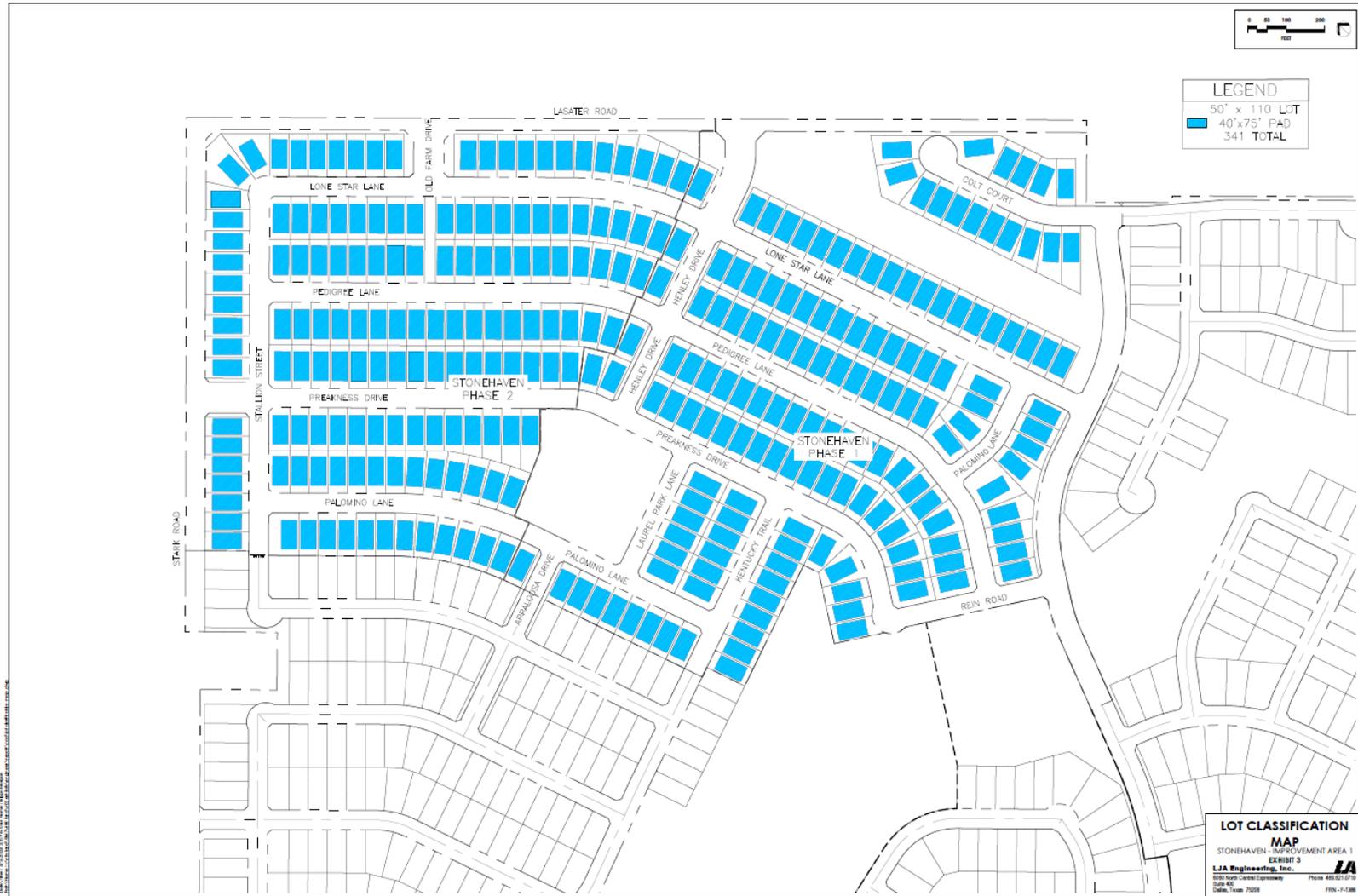


EXHIBIT B – PROJECT COSTS

	Total	Privately Funded	Authorized Improvements	Improvement Area #1	
				%	Cost
<i>Major Improvements</i> ^{[a], [b]}					
Streets	\$ 4,648,053	\$ 4,648,053	\$ -	0.00%	\$ -
Sanitary Sewer	6,943,100	6,943,100	-	0.00%	-
Storm Drainage	2,065,099	2,065,099	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-
Soft Costs	1,922,500	1,922,500	-	0.00%	-
	<u>\$ 17,487,464</u>	<u>\$ 17,487,464</u>	<u>\$ -</u>		<u>\$ -</u>
<i>Improvement Area #1 Improvements</i> ^[b]					
Streets	\$ 4,832,038	\$ -	\$ 4,832,038	100.00%	\$ 4,832,038
Sanitary Sewer	1,166,617	-	1,166,617	100.00%	1,166,617
Storm Drainage	1,378,584	-	1,378,584	100.00%	1,378,584
Water	1,357,083	-	1,357,083	100.00%	1,357,083
Soft Costs ^[c]	873,500	-	873,500	100.00%	873,500
	<u>\$ 9,607,822</u>	<u>\$ -</u>	<u>\$ 9,607,822</u>		<u>\$ 9,607,822</u>
<i>Private Improvements</i> ^[d]					
Streets	\$ 2,593,043	\$ 2,593,043	\$ -	0.00%	\$ -
Sanitary Sewer	6,444,672	6,444,672	-	0.00%	-
Storm Drainage	773,821	773,821	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-
Retaining Walls	415,690	415,690	-	0.00%	-
Miscellaneous Items	109,235	109,235	-	0.00%	-
Landscaping	2,796,500	2,796,500	-	0.00%	-
Soft Costs	1,504,500	1,504,500	-	0.00%	-
	<u>\$ 16,546,173</u>	<u>\$ 16,546,173</u>	<u>\$ -</u>		<u>\$ -</u>
<i>Bond Issuance Costs</i> ^[e]					
Debt Service Reserve Fund	\$ 512,750	\$ -	\$ 512,750		\$ 512,750
Capitalized Interest	-	-	-		-
Underwriter's Discount	136,800	-	136,800		136,800
Underwriter's Counsel	68,400	-	68,400		68,400
Cost of Issuance	444,600	-	444,600		444,600
	<u>\$ 1,162,550</u>	<u>\$ -</u>	<u>\$ 1,162,550</u>		<u>\$ 1,162,550</u>
<i>Other Costs</i>					
Initial Deposit to Administrative Fund	\$ 40,000	\$ -	\$ 40,000		\$ 40,000
Initial Deposit to Prepayment and Delinquency Fund	10,000	-	10,000		10,000
	<u>\$ 50,000</u>	<u>\$ -</u>	<u>\$ 50,000</u>		<u>\$ 50,000</u>
Total	\$ 44,854,008	\$ 34,033,637	\$ 10,820,372		\$ 10,820,372

Footnotes:

[a] Major Improvements are to be privately funded by the Developer.

[b] Costs based on engineering report provided by LJA Engineering, Inc. dated April 2023.

[c] Soft Costs include overall contingencies.

[d] Private Improvements will not be reimbursed or paid for from the Assessments, and include retaining walls, erosion control, amenities, landscape/hardscape, streetlights, and associated costs.

[e] Bond Issuance Costs associated with PID Bonds issued to fund Improvement Area #1 Projects are estimates only and are to be determined at the time of issuance.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installments Due		1/31/2024	1/31/2025	1/31/2026	1/31/2027	1/31/2028
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ 21,771.00	\$ 103,384.00	\$ 108,699.00	\$ 114,313.00	\$ 120,242.00
Interest		486,734.40	404,320.98	398,190.30	391,744.46	384,965.70
	(1)	\$ 508,505.40	\$ 507,704.98	\$ 506,889.30	\$ 506,057.46	\$ 505,207.70
Annual Collection Costs	(2)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Total Annual Installment^[a]	(3) = (1) + (2)	\$ 548,505.40	\$ 548,504.98	\$ 548,505.30	\$ 548,505.78	\$ 548,504.99

Footnotes:

[a] Additional Interest to be added to Total Annual Installment upon issuance of PID Bonds to reimburse all or a portion of the Improvement Area #1 Reimbursement Obligation.

		Project Costs ^[a]				
Authorized Improvements		FY 23/24	FY 24/25	FY 25/26	FY 26/27	FY 27/28
Major Improvements		\$ 17,487,464	\$ -	\$ -	\$ -	\$ -
Improvement Area #1 Improvements		\$ 9,607,822	\$ -	\$ -	\$ -	\$ -
Private Improvements		\$ 16,546,173	\$ -	\$ -	\$ -	\$ -
Bond Issuance Costs		\$ 1,162,550	\$ -	\$ -	\$ -	\$ -
Other Costs		\$ 50,000	\$ -	\$ -	\$ -	\$ -
Total		\$ 27,366,545	\$ -	\$ -	\$ -	\$ -

Footnotes:

[a] Project Costs based on the Engineer's Report attached hereto as Appendix A.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	Improvement Area #1	Total
Sources of Funds			
Reimbursement Obligation - Improvement Area #1	\$ -	\$ 6,840,000	\$ 6,840,000
Developer Contribution - Improvement Area #1 ^[a]	-	3,980,372	3,980,372
Developer Contribution - IA #1 Private Improvements ^[a]	16,546,173	-	16,546,173
Developer Contribution - Major Improvements ^[a]	17,487,464	-	17,487,464
Total Sources	\$ 34,033,637	\$ 10,820,372	\$ 44,854,008
Uses of Funds			
Major Improvements	\$ 17,487,464	\$ -	\$ 17,487,464
Improvement Area #1 Improvements	-	9,607,822	9,607,822
Private Improvements	16,546,173	-	16,546,173
	\$ 34,033,637	\$ 9,607,822	\$ 43,641,458
<i>Bond Issuance Costs</i> ^[b]			
Debt Service Reserve Fund	\$ -	\$ 512,750	\$ 512,750
Capitalized Interest	-	-	-
Underwriter's Discount	-	136,800	136,800
Underwriter's Counsel	-	68,400	68,400
Cost of Issuance	-	444,600	444,600
	\$ -	\$ 1,162,550	\$ 1,162,550
<i>Other Costs</i> ^[b]			
Initial Deposit to Administrative Fund	\$ -	\$ 40,000	\$ 40,000
Initial Deposit to Prepayment and Delinquency Fund	-	10,000	10,000
	\$ -	\$ 50,000	\$ 50,000
Total Uses	\$ 34,033,637	\$ 10,820,372	\$ 44,854,008

Footnotes:

[a] Non-reimbursable to the Developer through Assessments.

[b] Estimates only. Bond Issuance Costs and Other Costs associated with PID Bonds issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation are to be determined and incurred at the time such PID Bonds are issued.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[b]	Estimated Buildout Value ^[a]		Assessment		Average Annual Installment ^[c]		PID TRE	Total Tax Rate
		Per Unit	Total	Per Unit	Total	Per Unit	Total		
<i>Improvement Area #1</i>									
Lot Type 1 (50')	304	\$ 358,902	\$ 109,106,208	\$ 22,500	\$ 6,840,000	\$ 1,804	\$ 548,505	\$ 0.5027	\$ 3.0200
Subtotal	304	\$ 109,106,208		\$ 6,840,000		\$ 548,505		\$ 0.5027	\$ 3.0200

Footnotes:

[a] Per information provided by the Developer's PID consultant dated 3/3/2023.

[b] Per concept plan provided by Developer with Engineer's Report dated August 2022.

[c] Includes estimated future Additional Interest.

EXHIBIT F-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2024 ^[b]
65054142010100000	Improvement Area #1 Initial Parcel	\$ 732,704.89	\$ 58,756.23
65054142010110000	Improvement Area #1 Initial Parcel	\$ 959,177.31	\$ 76,917.24
65054142010120000	Improvement Area #1 Initial Parcel	\$ 2,948,404.49	\$ 236,435.06
65054142510150000	Improvement Area #1 Initial Parcel	\$ 2,199,713.31	\$ 176,396.88
Total		\$ 6,840,000.00	\$ 548,505.40

Footnotes:

[a] The Assessment and Annual Installment have initially been allocated between all Property IDs within the District pro rata based on acreage as reported by Dallas Central Appraisal District. Future allocation of the Assessment will be done in accordance with **Section VI** of this Service and Assessment Plan.

[b] The Annual Installment covers the period September 15, 2023 to September 14, 2024 and is due January 31, 2024.

EXHIBIT F-2 –IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Annual Installment ^[c]
	Principal	Interest ^{[a], [b]}		
2024	\$ 21,771	\$ 486,734	\$ 40,000	\$ 548,505
2025	\$ 103,384	\$ 404,321	\$ 40,800	\$ 548,505
2026	\$ 108,699	\$ 398,190	\$ 41,616	\$ 548,505
2027	\$ 114,313	\$ 391,744	\$ 42,448	\$ 548,506
2028	\$ 120,242	\$ 384,966	\$ 43,297	\$ 548,505
2029	\$ 126,507	\$ 377,835	\$ 44,163	\$ 548,506
2030	\$ 133,125	\$ 370,333	\$ 45,046	\$ 548,505
2031	\$ 140,119	\$ 362,439	\$ 45,947	\$ 548,506
2032	\$ 147,509	\$ 354,130	\$ 46,866	\$ 548,505
2033	\$ 155,319	\$ 345,383	\$ 47,804	\$ 548,506
2034	\$ 163,573	\$ 336,172	\$ 48,760	\$ 548,505
2035	\$ 172,298	\$ 326,473	\$ 49,735	\$ 548,506
2036	\$ 181,521	\$ 316,255	\$ 50,730	\$ 548,506
2037	\$ 191,270	\$ 305,491	\$ 51,744	\$ 548,505
2038	\$ 201,578	\$ 294,149	\$ 52,779	\$ 548,506
2039	\$ 212,476	\$ 282,195	\$ 53,835	\$ 548,506
2040	\$ 223,999	\$ 269,595	\$ 54,911	\$ 548,506
2041	\$ 236,183	\$ 256,312	\$ 56,010	\$ 548,505
2042	\$ 249,069	\$ 242,307	\$ 57,130	\$ 548,505
2043	\$ 262,696	\$ 227,537	\$ 58,272	\$ 548,505
2044	\$ 277,109	\$ 211,959	\$ 59,438	\$ 548,506
2045	\$ 292,352	\$ 195,526	\$ 60,627	\$ 548,505
2046	\$ 308,476	\$ 178,190	\$ 61,839	\$ 548,505
2047	\$ 325,532	\$ 159,897	\$ 63,076	\$ 548,505
2048	\$ 343,575	\$ 140,593	\$ 64,337	\$ 548,506
2049	\$ 362,662	\$ 120,219	\$ 65,624	\$ 548,505
2050	\$ 382,855	\$ 98,713	\$ 66,937	\$ 548,505
2051	\$ 404,220	\$ 76,010	\$ 68,275	\$ 548,505
2052	\$ 426,825	\$ 52,040	\$ 69,641	\$ 548,506
2053	\$ 450,743	\$ 26,729	\$ 71,034	\$ 548,506
Total	\$ 6,840,000	\$ 7,992,440	\$ 1,622,723	\$ 16,455,163

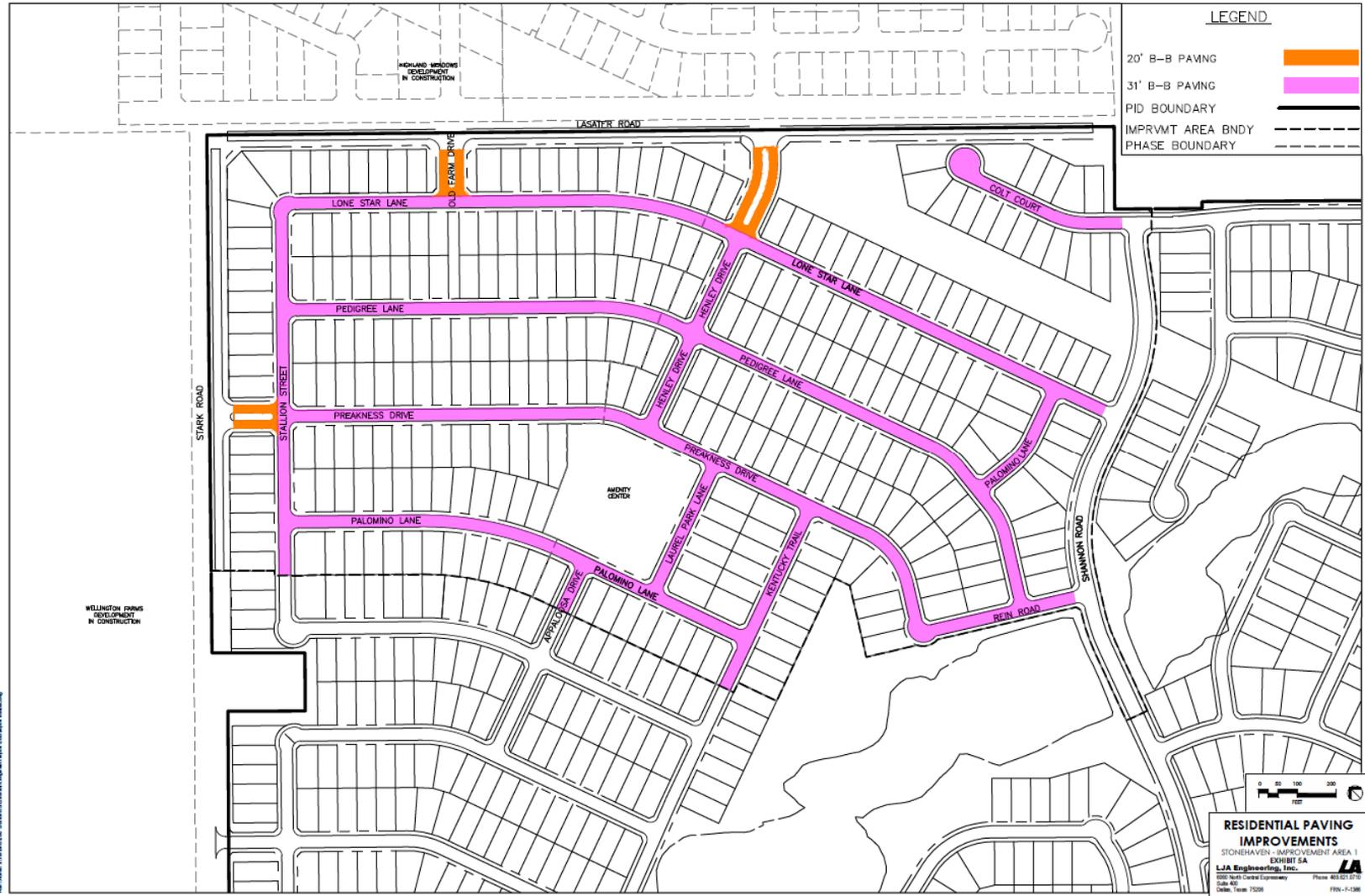
Footnotes:

[a] Interest is calculated at 5.93%, which is not higher than 2% above the Bond Buyer Index of 3.93% dated 06/22/2023, as allowed by the PID Act, and as described in the Reimbursement Agreement. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] Interest collected with the Annual Installment due 1/31/2024 covers interest through 9/15/2024.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS



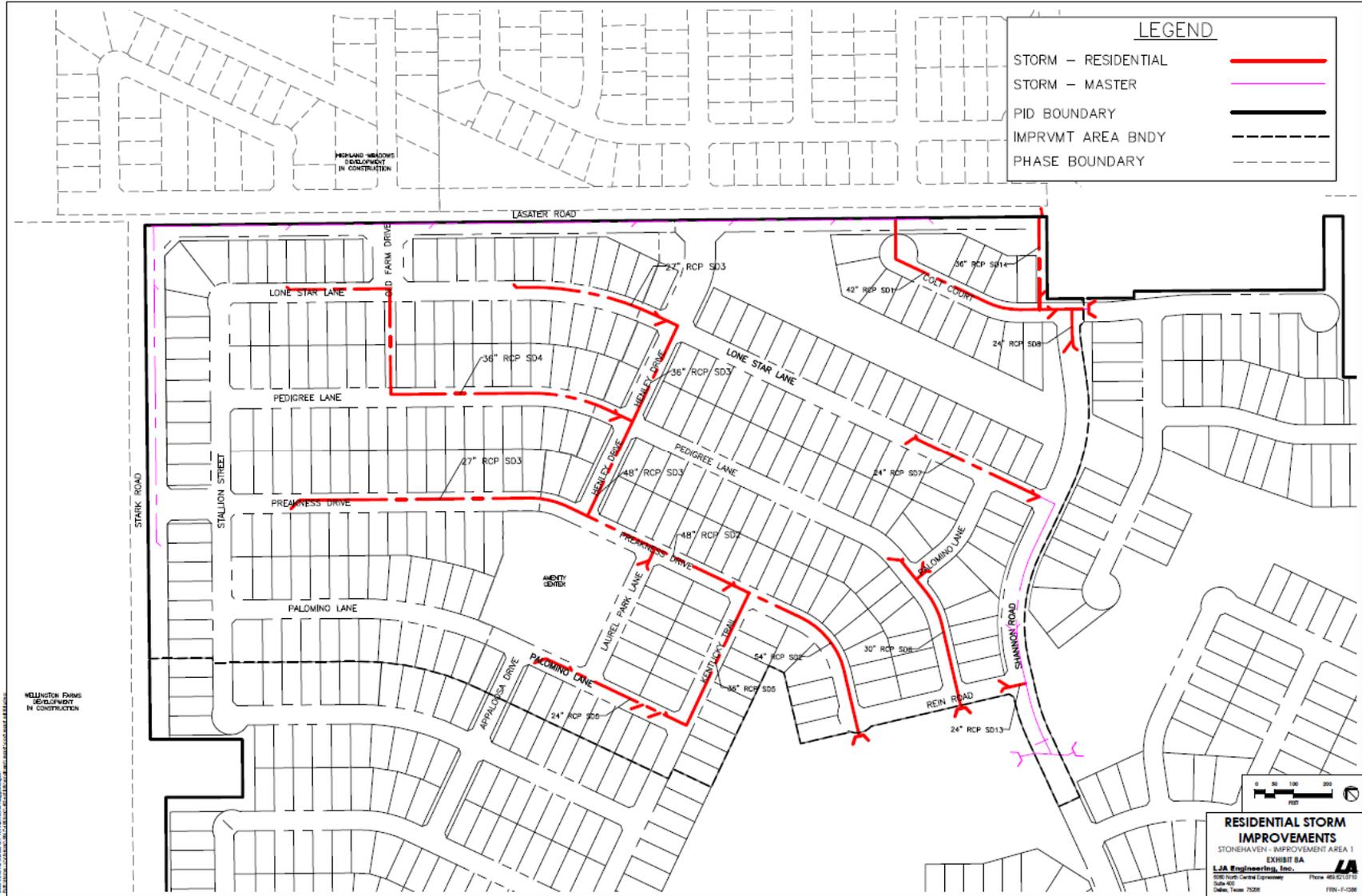


EXHIBIT H – FORM OF NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Dallas County Clerk's Office
Honorable [County Clerk]
500 Elm Street
Dallas, TX 75202

Re: City of Seagoville Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Seagoville is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Seagoville
Attn: City Secretary
702 US-175 Frontage Rd
Seagoville, TX 75159

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

EXHIBIT I-1 – DISTRICT LEGAL DESCRIPTION

EXHIBIT 2B: OVERALL PUBLIC IMPROVEMENTS DISTRICT BOUNDARY

LEGAL DESCRIPTION

TRACT 1

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

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

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE

RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

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

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

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

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

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

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

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON

NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT

AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

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

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

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE

NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

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

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID

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

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

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

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

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

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

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

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A

DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

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

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

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

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

"TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

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

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

TRACT 3

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

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

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

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

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

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

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

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

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

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

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

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

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

EXHIBIT I-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

EXHIBIT 2A- IMPROVEMENT AREA NO. 1 BOUNDARY

PID DESCRIPTION – AREA NO.1

BEING A 68.784 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 68.784 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A POINT FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.000 ACRE TRACT A DISTANCE OF 94.66 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.24 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07

DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 40 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 23.50 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.25 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 53 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 282.24 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 189.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 50 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 281.93 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 86.55 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11

DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 98.91 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 13 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 368.18 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 52 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.49 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 134.88 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 189.34 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 43.71 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 350.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 527.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 49.41 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.30 FEET TO A POINT FOR CORNER;

NORTH 24 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 33 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 380.72 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 165.20 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 44 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 1129.08 FEET TO A POINT FOR THE NORTH CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID LASATER ROAD;

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID LASATER ROAD, A DISTANCE OF 2348.78 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 68.784 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT I-3 – REMAINDER AREA LEGAL DESCRIPTION

EXHIBIT 2B: OVERALL PUBLIC IMPROVEMENTS DISTRICT BOUNDARY

LEGAL DESCRIPTION

TRACT 1

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

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

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE

RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

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

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

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

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

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

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

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON

NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT

AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

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

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

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE

NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

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

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID

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

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

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

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

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

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

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

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A

DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

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

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

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

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

"TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

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

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

TRACT 3

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

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

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

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

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

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

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

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

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

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

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

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

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

SAVE & EXCEPT:

EXHIBIT 2A- IMPROVEMENT AREA NO. 1 BOUNDARY

PID DESCRIPTION – AREA NO.1

BEING A 68.784 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 68.784 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A POINT FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.000 ACRE TRACT A DISTANCE OF 94.66 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.24 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07

DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 40 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 23.50 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.25 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 53 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 282.24 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 189.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 50 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 281.93 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 86.55 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11

DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 98.91 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 13 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 368.18 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 52 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.49 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 134.88 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 189.34 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 43.71 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 350.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 527.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 49.41 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.30 FEET TO A POINT FOR CORNER;

NORTH 24 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 33 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 380.72 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 165.20 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 44 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 1129.08 FEET TO A POINT FOR THE NORTH CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID LASATER ROAD;

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID LASATER ROAD, A DISTANCE OF 2348.78 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 68.784 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

APPENDIX A – ENGINEER’S REPORT

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ENGINEERING REPORT

**STONEHAVEN
PUBLIC IMPROVEMENTS DISTRICT
IMPROVEMENT AREA NO. 1**

**CITY OF SEAGOVILLE, TX
DALLAS COUNTY**

LJA Job No. NT680-0067
April 2023

Prepared By:
LJA Engineering, Inc.
6060 North Central Expressway, Suite 400
Dallas, TX 75206
469.621.0710
TBPE F-1386



1. Introduction

1.1 Overview

Stonehaven is a single-family residential development consisting of approximately 246 total acres and is expected to produce approximately 809 single-family homes. The site is located south of the Lasater Road and Stark Road intersection in Seagoville, Texas. An exhibit showing the boundary of Stonehaven Public Improvements District, Improvement Area No. 1 is shown on **Exhibit 1A** and the overall Public Improvement District with all Improvement Areas are shown on **Exhibit 1B**.

Improvement Area No. 1 consists of 304 single-family homes and is delineated via the map in **Exhibit 1A** with the legal description in **Exhibit 2A**. This Engineer's Report includes information for the development improvements, associated preliminary costs, and additional exhibits to provide further context on the location and scope of the proposed Improvement Area No. 1 infrastructure. This report also includes the delineation of the overall Public Improvement District as shown on **Exhibit 1B, 1C, & 2B**.

2. Development Improvements

2.1 Location

The Public Improvements District (PID) is located approximately 2 miles south of US Interstate 20 and 1 mile north of Seagoville Road in the city of Seagoville. The PID is entirely located within the City of Seagoville. The PID is located within the City of Seagoville Water CCN and within the City of Seagoville Sewer CCN. A PID boundary map and legal description is presented in **Exhibits 1A & 2A**.

2.2 Proposed Improvements

a) General

All lots within Improvement Area No. 1 share the same lot classification and will have a typical width and depth of 50 feet by 110 feet. This will contain a building pad of 40 feet by 75 feet. Lots with the anticipated pad locations are shown in **Exhibit 3**.

All PID facilities will be designed in accordance with the criteria established by City of Seagoville and TCEQ. Anticipated development costs for Improvement Area No. 1 are shown in **Exhibits 4A & 4B**. A summary of the anticipated development costs for the remainder of the PID is shown on **Exhibit 4C**.

b) Street Paving

All roadway facilities will be designed in accordance with the criteria established by the City of Seagoville. Roadway facilities will be constructed to provide access to each lot, necessary traffic circulation within the development, and access to existing perimeter roadways. The Improvement Area No. 1 infrastructure consists of

approximately 12,300 linear feet of onsite roadway. A residential paving infrastructure layout is shown in **Exhibit 5A**.

c) Water Distribution System

Stonehaven water will be supplied by facilities that are owned and operated by the City of Seagoville through offsite connections to existing water lines. The developer will construct all water distribution facilities to serve the development.

The Improvement Area No. 1 infrastructure proposed is approximately 11,040 linear feet of 8-inch residential waterline. Valves and flushing valves are provided at intervals as required by the City of Seagoville. A residential water infrastructure layout is shown in **Exhibit 6A**.

d) Sanitary Sewer System

The wastewater generated by the development will flow by gravity main through the internal sanitary sewer collection system and will be routed to a proposed offsite sanitary sewer main to be constructed by the developer. These flows are conveyed to the North Texas Municipal Water District (NTMWD) Lower East Fork Lift Station and, ultimately, the South Mesquite Creek Wastewater Treatment Plant.

The Improvement Area No. 1 infrastructure proposed is approximately 10,675 linear feet of residential 8-inch gravity sewer line. The residential wastewater infrastructure layout is shown in **Exhibit 7A**. An offsite gravity sanitary sewer main is proposed to serve the demand of the Stonehaven development and surrounding developments.

e) Storm Sewer System

The storm water runoff within the PID will be collected by inlets along the concrete curb and gutter street system and routed through an underground storm drain system of reinforced concrete pipe. The Improvement Area No. 1 infrastructure proposed is approximately 7,285 linear feet of 18-inch to 60-inch residential reinforced concrete pipe storm drain. The residential storm infrastructure layout is shown in **Exhibit 8A**.

APPENDIX

Exhibit 1A: Public Improvement District Map - Improvement Area No 1.

Exhibit 1B: Public Improvements District Map – Overall

Exhibit 1C: Public Improvements District Map - Limits

Exhibit 2A: Improvement Area No. 1 Boundary

Exhibit 2B: Overall Public Improvements District Boundary

Exhibit 3: Lot Classification Map

Exhibit 4A: Improvement Area No. 1 OPC Summary

Exhibit 4B: Improvement Area No. 1 OPC Details

Exhibit 4C: Improvement Area No. 1, 2, & 3 OPC Summary

Exhibit 5A: Residential Paving Improvements

Exhibit 5B: Master Paving Improvements

Exhibit 6A: Residential Water Improvements

Exhibit 6B: Master Water Improvements

Exhibit 7A: Residential Sewer Improvements

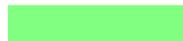
Exhibit 7B: Master Sewer Improvements

Exhibit 7C: Master Sewer Improvements

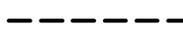
Exhibit 8A: Residential Storm Improvements

Exhibit 8B: Master Storm Improvements

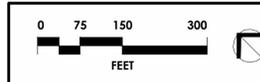
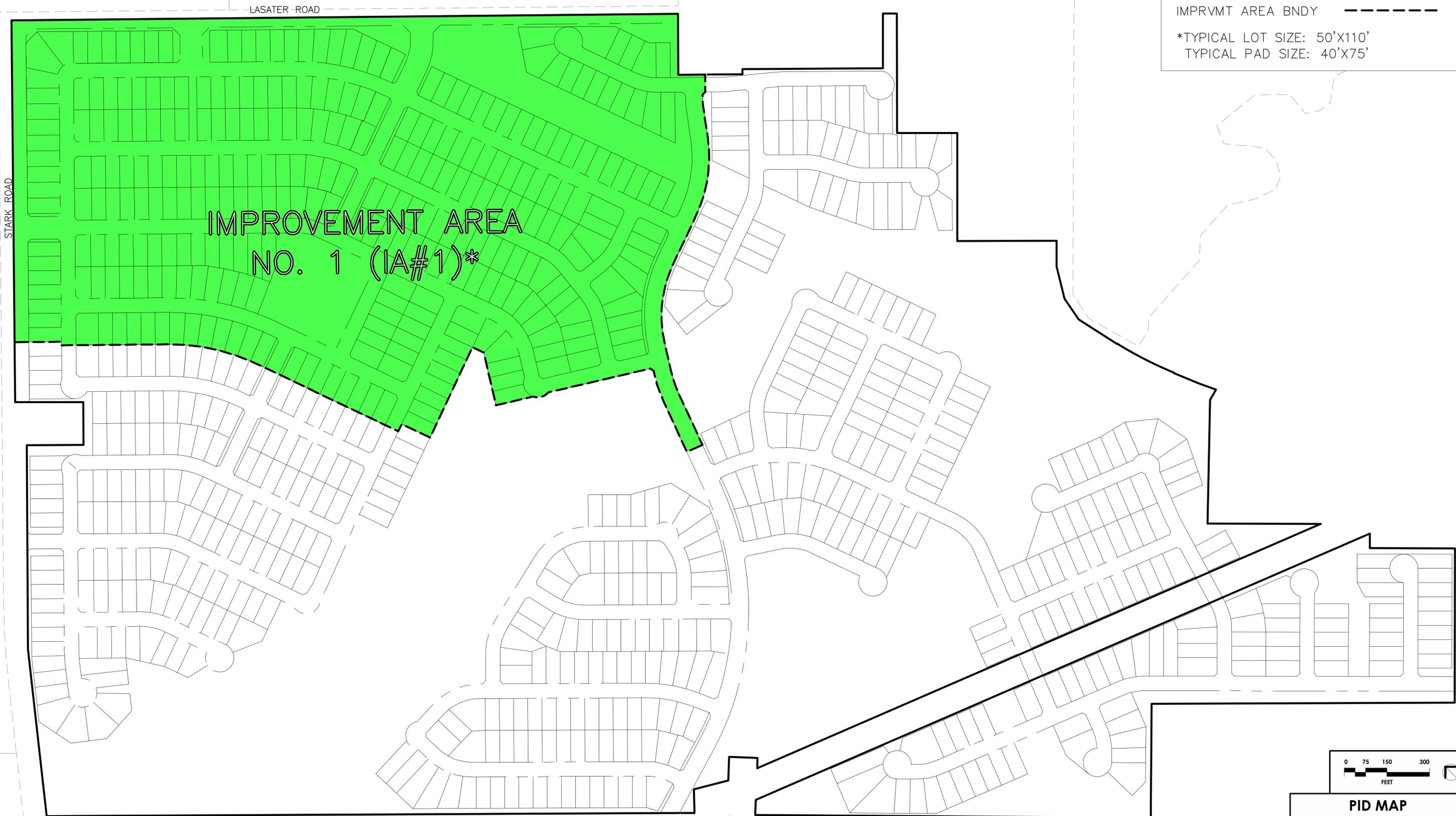
LEGEND

IMPROVEMENT AREA 1 

PID BOUNDARY 

IMPRVMT AREA BNDY 

*TYPICAL LOT SIZE: 50'X110'
TYPICAL PAD SIZE: 40'X75'



PID MAP
STONEHAVEN - IMPROVEMENT AREA 1
EXHIBIT 1A

LJA Engineering, Inc. 
6060 North Central Expressway Suite 400 Phone 469.621.0710
Dallas, Texas 75206 FRN - F-1386

Date/Time : 3/20/2023 4:07 PM User Name : Briggs Morgan
Path Name : \\suthland\prod\0067_400\brgs_m\p2\exhibits\exhibit1a.dwg

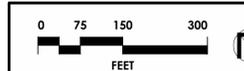
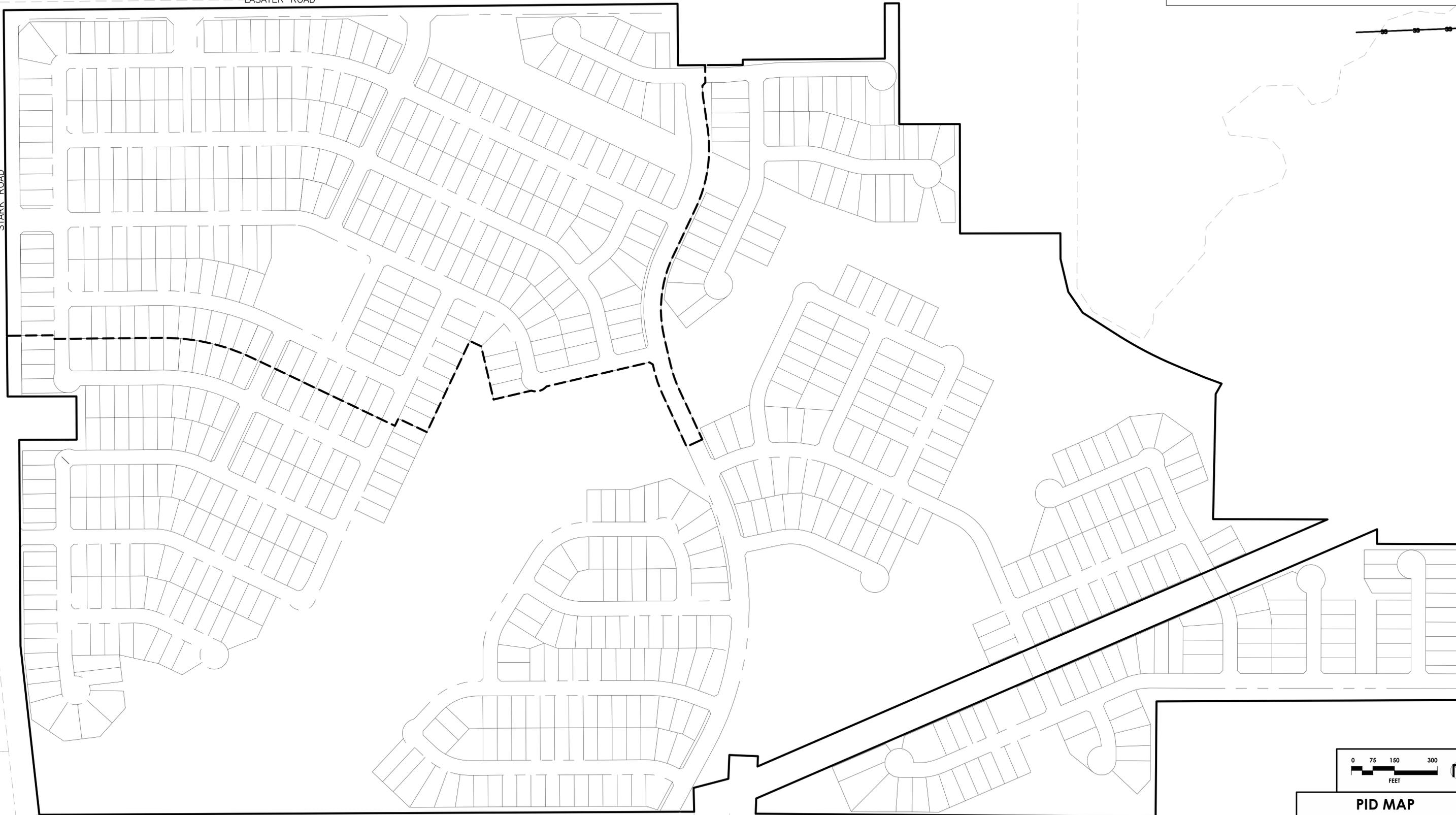
LEGEND

PID BOUNDARY



LASATER ROAD

STARK ROAD



PID MAP
STONEHAVEN - LIMITS
EXHIBIT 1C

LJA Engineering, Inc.
6060 North Central Expressway
Suite 400
Dallas, Texas 75206
Phone 469.621.0710
FRN - F-1386

Drawn: 3/22/2023 7:34 AM User Name: Briggs, Morgan
Path Name: s:\work\proj\6060\6060.dwg

EXHIBIT 2A- IMPROVEMENT AREA NO. 1 BOUNDARY

PID DESCRIPTION – AREA NO.1

BEING A 68.784 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 68.784 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A POINT FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.000 ACRE TRACT A DISTANCE OF 94.66 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.24 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07

DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 40 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 23.50 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.25 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 53 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 282.24 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 189.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 50 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 281.93 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 86.55 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11

DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 98.91 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 13 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 368.18 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 52 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.49 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 134.88 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 189.34 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 43.71 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 350.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 527.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 49.41 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.30 FEET TO A POINT FOR CORNER;

NORTH 24 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 33 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 380.72 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 165.20 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 44 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 1129.08 FEET TO A POINT FOR THE NORTH CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID LASATER ROAD;

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID LASATER ROAD, A DISTANCE OF 2348.78 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 68.784 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT 2B: OVERALL PUBLIC IMPROVEMENTS DISTRICT BOUNDARY

LEGAL DESCRIPTION

TRACT 1

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

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

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE

RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

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

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

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

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

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

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

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON

NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT

AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

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

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

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE

NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

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

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID

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

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

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

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

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

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

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

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A

DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

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

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

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

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

"TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

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

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

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

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

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

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

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

TRACT 3

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

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

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

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

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

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

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

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

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

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

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

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

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

EXHIBIT 4A : IMPROVEMENT AREA NO.1 OPC SUMMARY

STONEHAVEN PID: IMPROVEMENT AREA #1

IA #1 Internals

IA #1 Private

SUMMARY			
A. EXCAVATION		\$ 1,716,578.00	\$ 119,712.50
B. SANITARY SEWER SYSTEM		\$ 1,166,617.00	\$ 6,444,671.65
C. STORM SEWER SYSTEM		\$ 1,378,584.00	\$ 773,821.00
D. WATER DISTRIBUTION SYSTEM		\$ 1,357,082.50	\$ 1,908,712.00
E. STREET PAVING		\$ 3,115,460.30	\$ 2,473,330.50
F. RETAINING WALLS		\$ -	\$ 415,690.00
G. MISCELLANEOUS ITEMS		\$ -	\$ 109,235.35
H. LANDSCAPING		\$ -	\$ 2,796,500.00
	<i>SUB-TOTAL:</i>		
		\$8,734,321.80	\$15,041,673.00
	<i>OVERALL CONTINGENCIES:</i>	10%	
		\$873,500.00	\$1,504,500.00
TOTAL CONSTRUCTION COSTS:		\$9,607,821.80	\$16,546,173.00
	<i>COST / LOT:</i>	\$62,000	
	<i>COST / LF OF STREET:</i>	\$1,350	
	<i>COST / DEVELOPABLE ACRE:</i>	\$255,600	
	<i>COST / GROSS ACRE:</i>	\$258,300	

EXHIBIT 4B : IMPROVEMENT AREA NO.1 OPC DETAILS

STONEHAVEN PID: IMPROVEMENT AREA #1

IA #1 Internals

A. EXCAVATION

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
CLEARING AND GRUBBING	ACRE	\$ 2,970.00	66.7	\$ 198,099.00
UNCLASSIFIED EXCAVATION	CY	\$ 2.25	87,600.	\$ 197,100.00
4' MOISTURE CONDITIONING AND POLY	LOT	\$ 1,613.00	82.	\$ 132,266.00
7' MOISTURE CONDITIONING AND POLY (PHASE 1)	LOT	\$ 3,463.00	114.	\$ 394,782.00
10' MOISTURE CONDITIONING AND POLY (PHASE 1)	LOT	\$ 5,312.00	14.	\$ 74,368.00
7' MOISTURE CONDITIONING AND POLY (PHASE 2)	LOT	\$ 3,352.00	38.	\$ 127,376.00
10' MOISTURE CONDITIONING AND POLY (PHASE 2)	LOT	\$ 5,022.00	36.	\$ 180,792.00
ROUGH LOT GRADING	LOT	\$ 270.00	304.	\$ 82,080.00
FINAL LOT GRADING	LOT	\$ 140.00	304.	\$ 42,560.00
FINAL GRADE CLEAN UP (OPEN SPACE, PARKWAYS, PONDS)	LS	\$ 4,000.00	2.	\$ 8,000.00
PROCESS & PLACE ONSITE SPOILS	LS	\$ 5,000.00	2.	\$ 10,000.00
DEMO EXISTING STRUCTURE - BARN	EA	\$ 7,500.00	2.	\$ 15,000.00
POND DEMUCKING (PHASE 1)	LS	\$ 10,824.00	1.	\$ 10,824.00
IMPORT & PLACE DIRT FROM BORROW AREA	CY	\$ 3.50	38,500.	\$ 134,750.00
FUEL ESCALATION CHARGE	LS	\$ 108,581.00	1.	\$ 108,581.00
TOTAL EXCAVATION				\$ 1,716,578.00

STONEHAVEN PID: IMPROVEMENT AREA #1

IA #1 Internals

B. SANITARY SEWER SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
ONSITE SEWER				
8" SDR-26 PVC PIPE	LF	\$ 45.00	10,579.	\$ 476,055.00
4" SERVICE LINES	EA	\$ 750.00	304.	\$ 228,000.00
4' DIAMETER MANHOLE	EA	\$ 8,500.00	37.	\$ 314,500.00
4' DIAMETER DROP MANHOLE	EA	\$ 12,000.00	4.	\$ 48,000.00
ADDITIONAL MANHOLE DEPTH (> 8')	VF	\$ 150.00	1.	\$ 150.00
CLEANOUT	EA	\$ 550.00	3.	\$ 1,650.00
EPOXY MANHOLE LINER	VF	\$ 195.00	80.	\$ 15,600.00
CONNECT TO EXISTING LINE	EA	\$ 500.00	4.	\$ 2,000.00
CSS BACKFILL	LF	\$ 50.00	330.	\$ 16,500.00
END & PLUG 8" SEWER PIPE	EA	\$ 450.00	5.	\$ 2,250.00
MANHOLE VACUUM TESTING	EA	\$ 175.00	41.	\$ 7,175.00
POST-CCTV INSPECTION	LF	\$ 1.00	10,579.	\$ 10,579.00
AIR & MANDREL TEST	LF	\$ 1.00	10,579.	\$ 10,579.00
TRENCH SAFETY	LF	\$ 1.00	10,579.	\$ 10,579.00
BONDS	PERCENT	2.0%	\$1,143,617.00	\$ 23,000.00
TOTAL SANITARY SEWER SYSTEM				\$ 1,166,617.00

STONEHAVEN PID: IMPROVEMENT AREA #1

IA #1 Internals

C. STORM SEWER SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
18" RCP	LF	\$ 50.00	579.	\$ 28,950.00
21" RCP	LF	\$ 55.00	455.	\$ 25,025.00
24" RCP	LF	\$ 75.00	915.	\$ 68,625.00
27" RCP	LF	\$ 80.00	1,692.	\$ 135,360.00
30" RCP	LF	\$ 100.00	616.	\$ 61,600.00
36" RCP	LF	\$ 135.00	1,434.	\$ 193,590.00
42" RCP	LF	\$ 185.00	554.	\$ 102,490.00
48" RCP	LF	\$ 220.00	772.	\$ 169,840.00
54" RCP	LF	\$ 242.00	532.	\$ 128,744.00
60" RCP	LF	\$ 335.00	61.	\$ 20,435.00
10' INLET	EA	\$ 4,800.00	25.	\$ 120,000.00
15' INLET	EA	\$ 6,200.00	4.	\$ 24,800.00
20' INLET	EA	\$ 8,500.00	11.	\$ 93,500.00
3' x 3' "Y" INLET	EA	\$ 5,100.00	2.	\$ 10,200.00
4' x 4' "Y" INLET	EA	\$ 6,000.00	1.	\$ 6,000.00
5' x 5' "Y" INLET	EA	\$ 6,500.00	1.	\$ 6,500.00
6' x 6' "Y" INLET	EA	\$ 7,000.00	1.	\$ 7,000.00
INLET PROTECTION	EA	\$ 185.00	45.	\$ 8,325.00
4' STORM SEWER MANHOLE	EA	\$ 5,500.00	8.	\$ 44,000.00
5' STORM SEWER MANHOLE	EA	\$ 8,000.00	6.	\$ 48,000.00
6' STORM SEWER MANHOLE	EA	\$ 9,200.00	1.	\$ 9,200.00
CONNECT TO EXISTING STORM LINE	EA	\$ 2,500.00	4.	\$ 10,000.00
36" HEADWALL	EA	\$ 5,600.00	1.	\$ 5,600.00
60" HEADWALL	EA	\$ 6,800.00	1.	\$ 6,800.00
12" ROCK RIPRAP	SY	\$ 55.00	98.	\$ 5,390.00
REMOVE HEADWALL	EA	\$ 750.00	4.	\$ 3,000.00
REMOVE ROCK RIPRAP	SY	\$ 10.00	\$50.00	\$ 500.00
TRENCH SAFETY	LF	\$ 1.00	7,610.	\$ 7,610.00
BONDS	PERCENT	2.0%	\$1,351,084.00	\$ 27,500.00
TOTAL STORM SEWER SYSTEM				\$ 1,378,584.00

STONEHAVEN PID: IMPROVEMENT AREA #1

IA #1 Internals

D. WATER DISTRIBUTION SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
ONSITE				
8" PVC WATERLINE	LF	\$ 55.00	11,385.	\$ 626,175.00
8" GATE VALVE & BOX	EA	\$ 2,500.00	41.	\$ 102,500.00
CONNECT TO EXISTING WATER LINE	EA	\$ 4,500.00	4.	\$ 18,000.00
FIRE HYDRANT ASSEMBLY	EA	\$ 9,000.00	25.	\$ 225,000.00
1" SINGLE WATER SERVICE	EA	\$ 1,115.00	304.	\$ 338,960.00
1" IRRIGATION SERVICE	EA	\$ 1,185.00	2.	\$ 2,370.00
PRESSURE TEST	LF	\$ 0.25	11,385.	\$ 2,846.25
CHLORINATION & BACT	LF	\$ 0.25	11,385.	\$ 2,846.25
TRENCH SAFETY - WATER	LF	\$ 1.00	11,385.	\$ 11,385.00
BONDS	PERCENT	2.0%	\$1,330,082.50	\$ 27,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 1,357,082.50

E. STREET PAVING

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
ONSITE				
6" REINF. CONCRETE STREET PAVEMENT	SY	\$ 59.45	41,562.	\$ 2,470,860.90
6" SUBGRADE PREPARATION	SY	\$ 3.15	44,204.	\$ 139,242.60
HYDRATED LIME	TON	\$ 253.00	796.	\$ 201,388.00
4' CONCRETE SIDEWALK	SF	\$ 6.90	13,902.	\$ 95,923.80
BARRIER FREE RAMPS	EA	\$ 2,350.00	44.	\$ 103,400.00
PAVEMENT HEADER	LF	\$ 25.00	217.	\$ 5,425.00
STREET BARRICADE	EA	\$ 2,795.00	7.	\$ 19,565.00
REMOVE BARRICADE	EA	\$ 500.00	2.	\$ 1,000.00
STOP SIGN	EA	\$ 90.00	24.	\$ 2,160.00
NAME BLADE PAIRS	EA	\$ 370.00	26.	\$ 9,620.00
TRAFFIC CONTROL	LS	\$ 5,375.00	1.	\$ 5,375.00
BONDS	PERCENT	2.0%	3,053,960.3	\$ 61,500.00
TOTAL STREET PAVING				\$ 3,115,460.30

EXHIBIT 4C : IMPROVEMENT AREA NO.1, 2, & 3 OPC SUMMARY



6060 N Central Expressway, Suite 400, Dallas, Texas 75206
 t 469.621.0710 LJA.com TBPE F-1386

STONEHAVEN PID COST SUMMARY

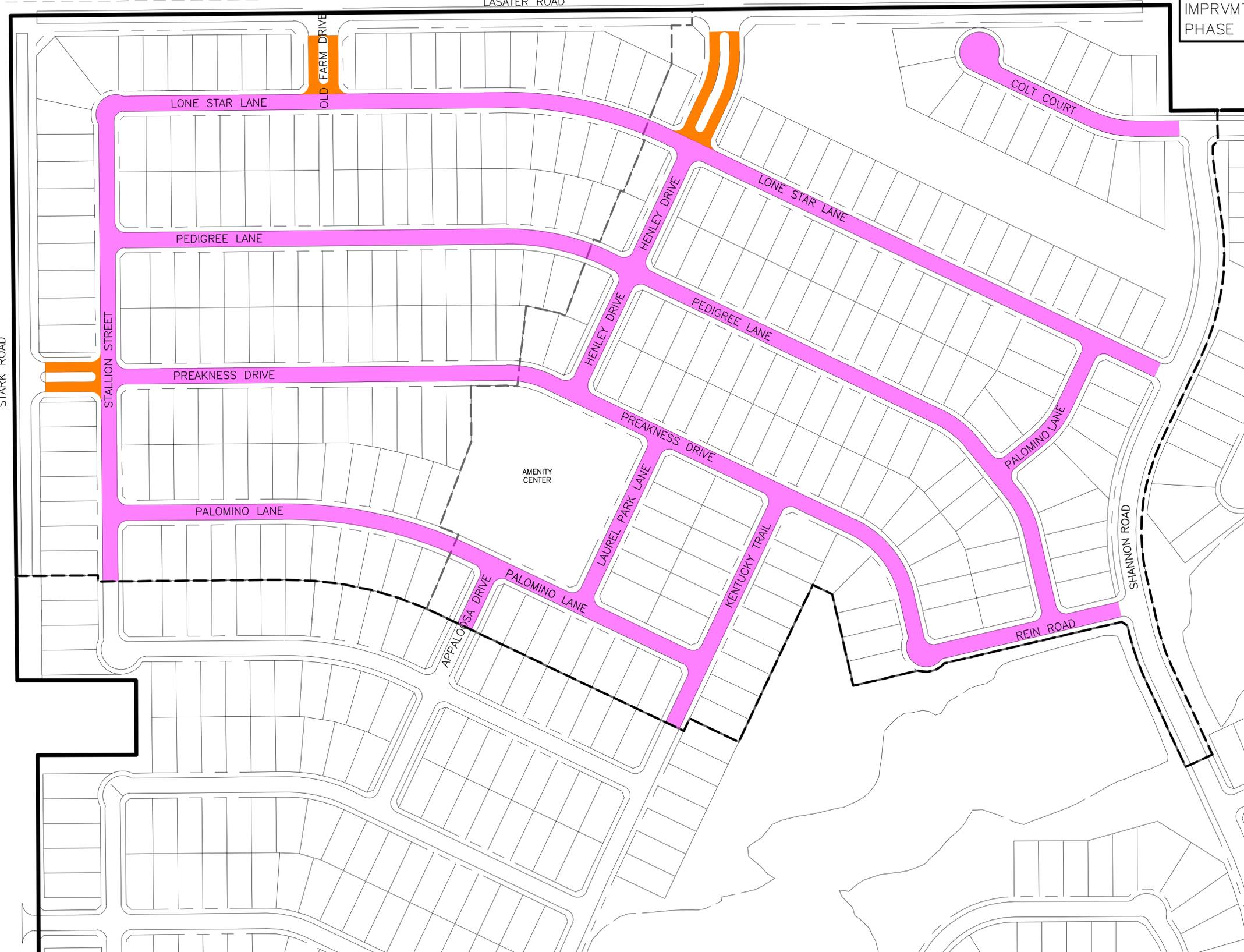
DIVISION	(OPC PHASES 1 & 2) IMPROVEMENT AREA 1		(OPC PHASES N1 & N2) IMPROVEMENT AREA 2		(OPC PHASES S1 & S2) IMPROVEMENT AREA 3		RESIDENTIAL SUB-TOTAL	MASTER SUB-TOTAL	TOTAL
	RESIDENTIAL	MASTER	RESIDENTIAL	MASTER	RESIDENTIAL	MASTER			
A. EXCAVATION	\$ -	\$ 119,712.50	\$ 1,169,745.00	\$ 1,003,000.00	\$ 1,094,980.00	\$ -	\$ 2,264,725.00	\$ 1,122,712.50	\$ 3,387,437.50
B. SANITARY SEWER SYSTEM	\$ -	\$ 6,444,671.65	\$ 1,407,718.00	\$ 498,428.00	\$ 1,584,685.50	\$ -	\$ 2,992,403.50	\$ 6,943,099.65	\$ 9,935,503.15
C. STORM SEWER SYSTEM	\$ -	\$ 773,821.00	\$ 873,667.00	\$ 381,003.00	\$ 795,410.00	\$ 910,275.00	\$ 1,669,077.00	\$ 2,065,099.00	\$ 3,734,176.00
D. WATER DISTRIBUTION SYSTEM	\$ -	\$ 1,908,712.00	\$ 1,219,332.00	\$ -	\$ 1,002,203.50	\$ -	\$ 2,221,535.50	\$ 1,908,712.00	\$ 4,130,247.50
E. STREET PAVING	\$ -	\$ 2,473,330.50	\$ 2,007,322.00	\$ 872,230.00	\$ 2,489,215.00	\$ 179,780.00	\$ 4,496,537.00	\$ 3,525,340.50	\$ 8,021,877.50
F. RETAINING WALLS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. MISCELLANEOUS ITEMS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
H. LANDSCAPING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
I. DEVELOPMENT FEES	\$ -	\$ -	\$ 1,054,440.00	\$ 192,500.00	\$ 1,093,960.00	\$ 139,000.00	\$ 2,148,400.00	\$ 331,500.00	\$ 2,479,900.00
<i>SUB - TOTAL</i>	\$ -	\$ 11,720,247.65	\$ 7,732,224.00	\$ 2,947,161.00	\$ 8,060,454.00	\$ 1,229,055.00	\$ 15,792,678.00	\$ 15,896,463.65	\$ 31,689,141.65
<i>CONTINGENCIES (10%):</i>	\$ -	\$ 1,173,000.00	\$ 774,000.00	\$ 295,000.00	\$ 807,000.00	\$ 123,000.00	\$ 1,581,000.00	\$ 1,591,000.00	\$ 3,172,000.00
TOTAL:	\$ -	\$ 12,893,247.65	\$ 8,506,224.00	\$ 3,242,161.00	\$ 8,867,454.00	\$ 1,352,055.00	\$ 17,373,678.00	\$ 17,487,463.65	\$ 34,861,141.65
IMPROVEMENT AREA TOTALS	\$	\$ 12,893,247.65	\$	\$ 11,748,385.00	\$	\$ 10,219,509.00			

STONEHAVEN PID COST SUMMARY

Path\Stonehaven OPC - 10% CONT - Improvement Areas 2&3.xlsm

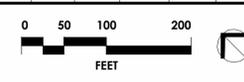
LEGEND

- 20' B-B PAVING
- 31' B-B PAVING
- PID BOUNDARY
- IMPRVMT AREA BNDY
- PHASE BOUNDARY



WELLINGTON FARMS
DEVELOPMENT
IN CONSTRUCTION

HIGHLAND MEADOWS
DEVELOPMENT
IN CONSTRUCTION

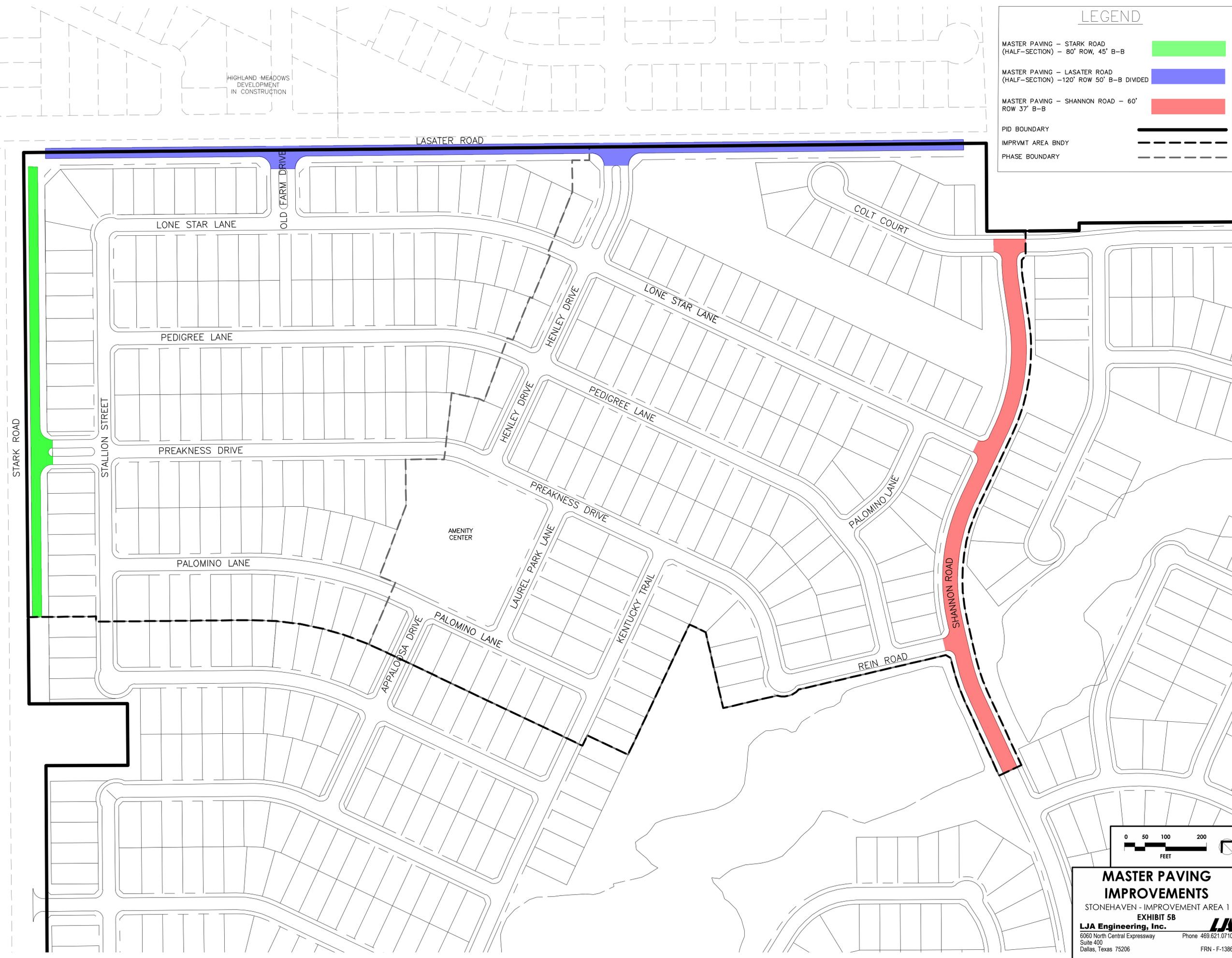


**RESIDENTIAL PAVING
IMPROVEMENTS**
 STONEHAVEN - IMPROVEMENT AREA 1
 EXHIBIT 5A
LJA Engineering, Inc.
 6060 North Central Expressway Suite 400
 Dallas, Texas 75206 Phone 469.621.0710
 FRN - F-1386

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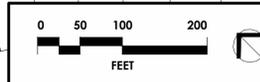
LEGEND

- MASTER PAVING - STARK ROAD
(HALF-SECTION) - 80' ROW, 45' B-B
- MASTER PAVING - LASATER ROAD
(HALF-SECTION) - 120' ROW 50' B-B DIVIDED
- MASTER PAVING - SHANNON ROAD - 60'
ROW 37' B-B
- PID BOUNDARY
- IMPRVMT AREA BNDY
- PHASE BOUNDARY



HIGHLAND MEADOWS
DEVELOPMENT
IN CONSTRUCTION

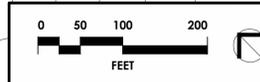
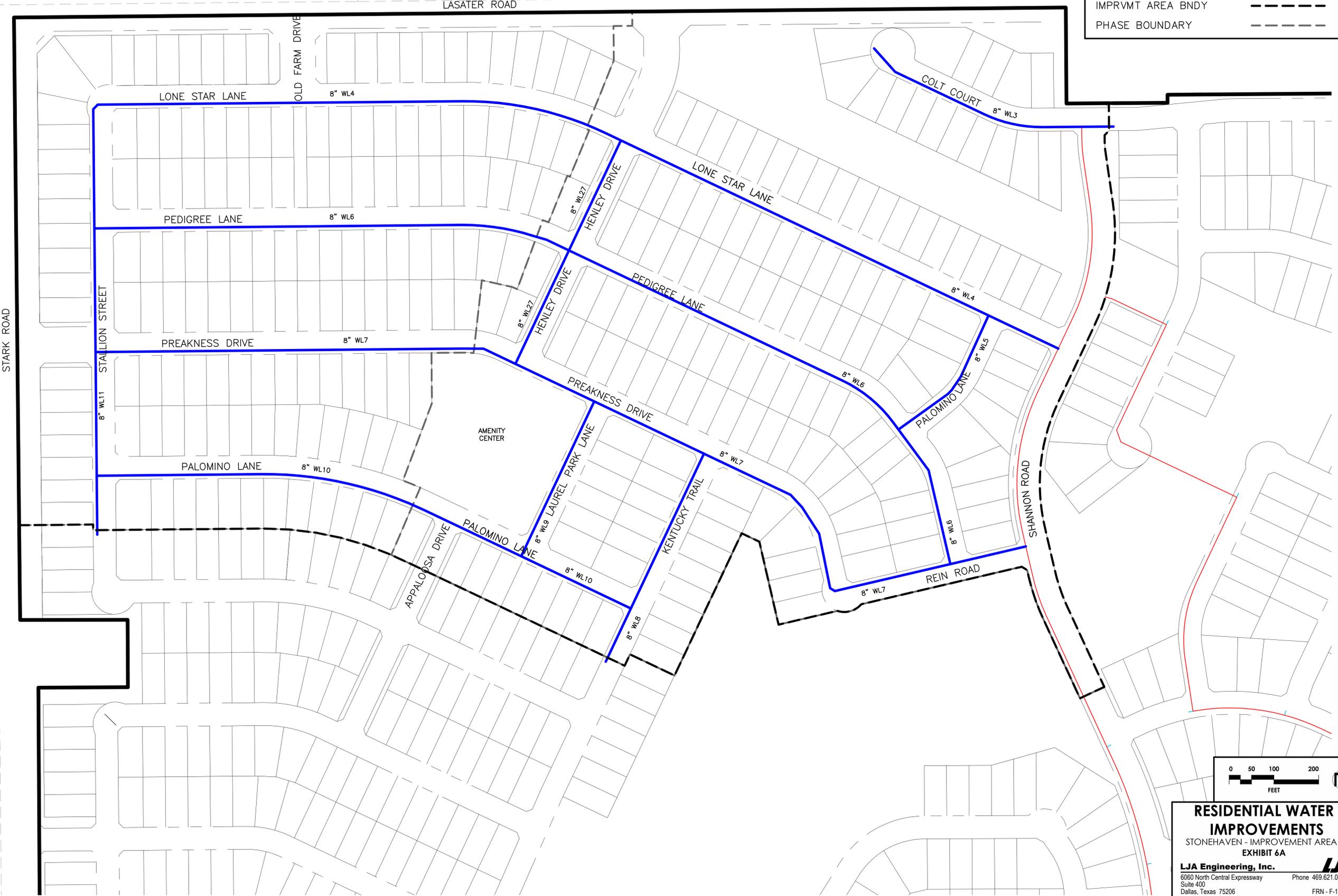
WELLINGTON FARMS
DEVELOPMENT
IN CONSTRUCTION



**MASTER PAVING
IMPROVEMENTS**
STONEHAVEN - IMPROVEMENT AREA 1
EXHIBIT 5B
LJA Engineering, Inc.
6060 North Central Expressway Suite 400
Dallas, Texas 75206 Phone 469.621.0710
FRN - F-1386

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LEGEND	
8" WATER LINE RESIDENTIAL	
8" WATER LINE MASTER	
12" WATER LINE MASTER	
PID BOUNDARY	
IMPRVMT AREA BNDY	
PHASE BOUNDARY	



RESIDENTIAL WATER IMPROVEMENTS
 STONEHAVEN - IMPROVEMENT AREA 1
 EXHIBIT 6A

LJA Engineering, Inc.
 6060 North Central Expressway
 Suite 400
 Dallas, Texas 75206
 Phone 469.621.0710
 FRN - F-1386

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EXISTING HIGHLAND MEADOWS DEVELOPMENT

LASATER ROAD

LONE STAR LANE

PEDIGREE LANE

PREAKNESS DRIVE

MENT CENTER

12" WL2

8" STUB

8" STUB

8" STUB

8" STUB

8" STUB

8" STUB

12" WL2

EXISTING 12" WL

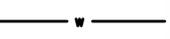
12" WL2

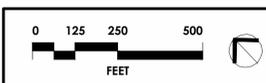
TEXAS POWER & LIGHT TRACT

EXISTING 12" WL

SEAGOVILLE ROAD

LEGEND

8" WATER LINE RESIDENTIAL	
8" WATER LINE MASTER	
12" WATER LINE MASTER	
EXISTING WATER CONNECTION	
PID BOUNDARY	
IMPRVMT AREA BNDY	
PHASE BOUNDARY	

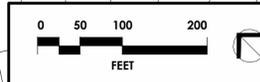
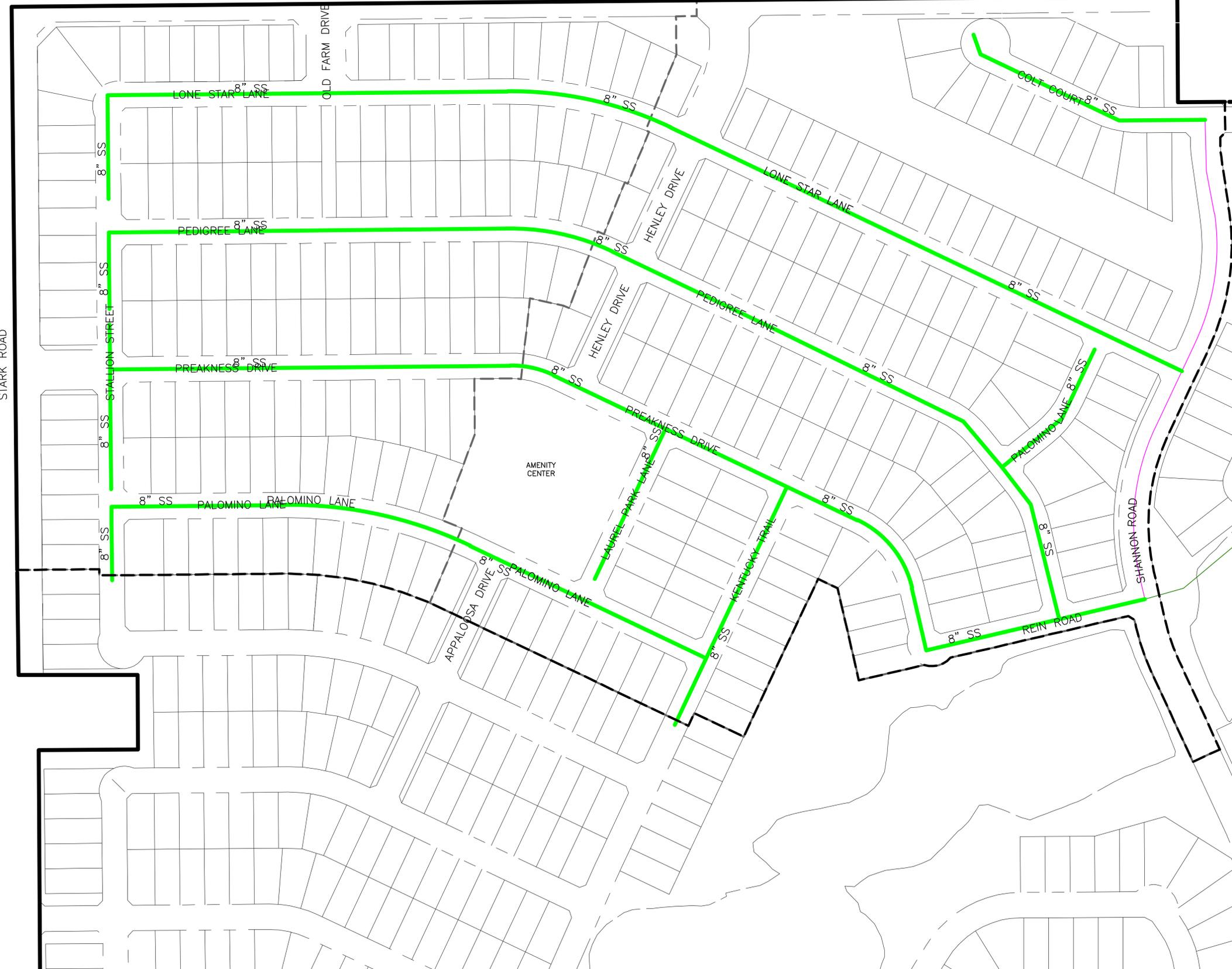


MASTER WATER IMPROVEMENTS
 STONEHAVEN - IMPROVEMENT AREA 1
 EXHIBIT 6B
LJA Engineering, Inc.
 6060 North Central Expressway
 Suite 400
 Dallas, Texas 75206
 Phone 469.621.0710
 FRN - F-1386

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LEGEND

- 8" SS RESIDENTIAL 
- 8" SS MASTER 
- 10" SS MASTER 
- PID BOUNDARY 
- IMPRVMT AREA BNDY 
- PHASE BOUNDARY 

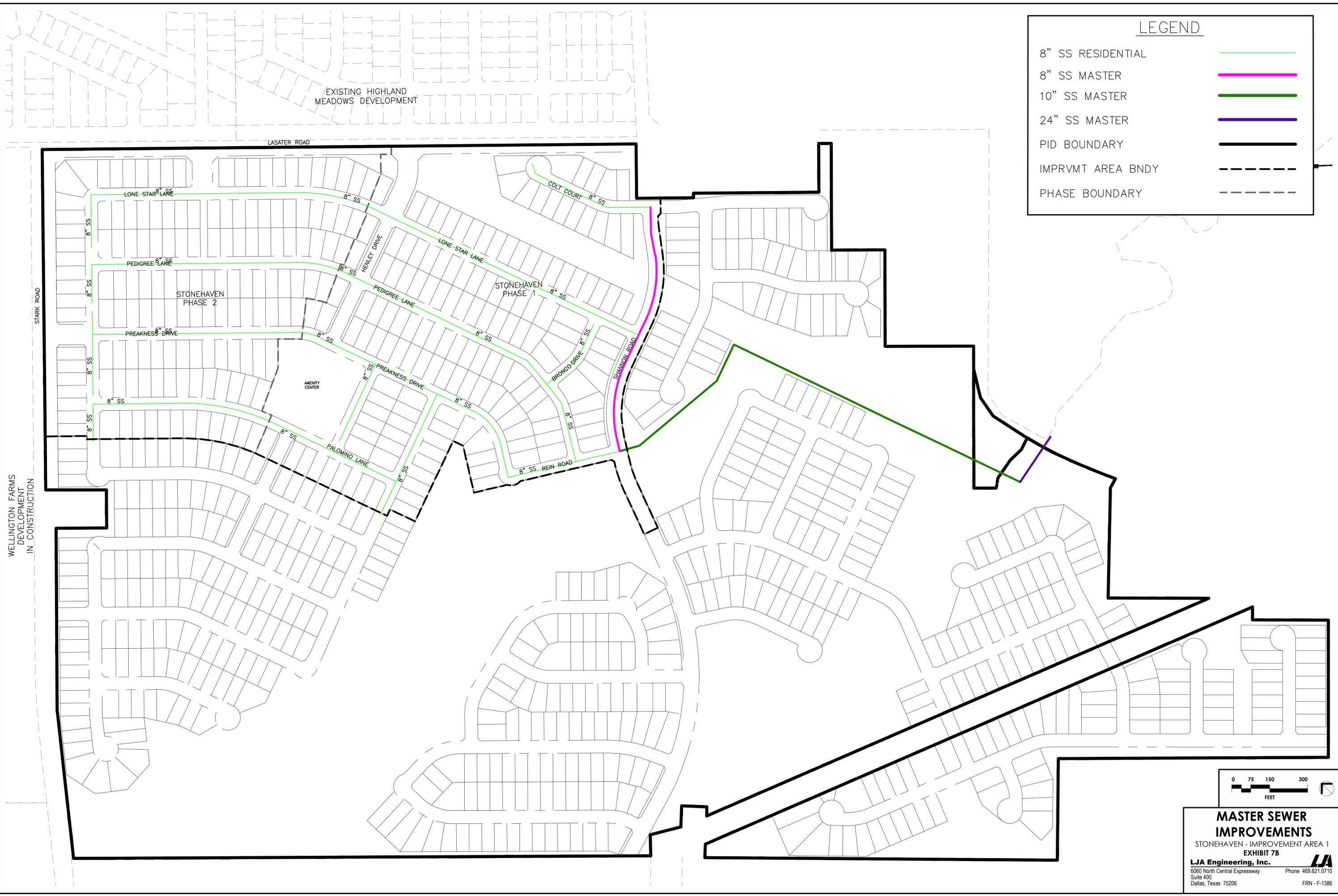


RESIDENTIAL SEWER IMPROVEMENTS
 STONEHAVEN - IMPROVEMENT AREA 1
 EXHIBIT 7A
LJA Engineering, Inc.
 6060 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710
 FRN - F-1386

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LEGEND

- 8" SS RESIDENTIAL ———
- 8" SS MASTER ———
- 10" SS MASTER ———
- 24" SS MASTER ———
- PID BOUNDARY ———
- IMPRVMT AREA BNDY - - - - -
- PHASE BOUNDARY - - - - -



WELLINGTON FARMS DEVELOPMENT IN CONSTRUCTION

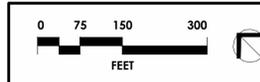
EXISTING HIGHLAND MEADOWS DEVELOPMENT

LASATER ROAD

STONEHAVEN PHASE 2

STONEHAVEN PHASE 1

AMENITY CENTER

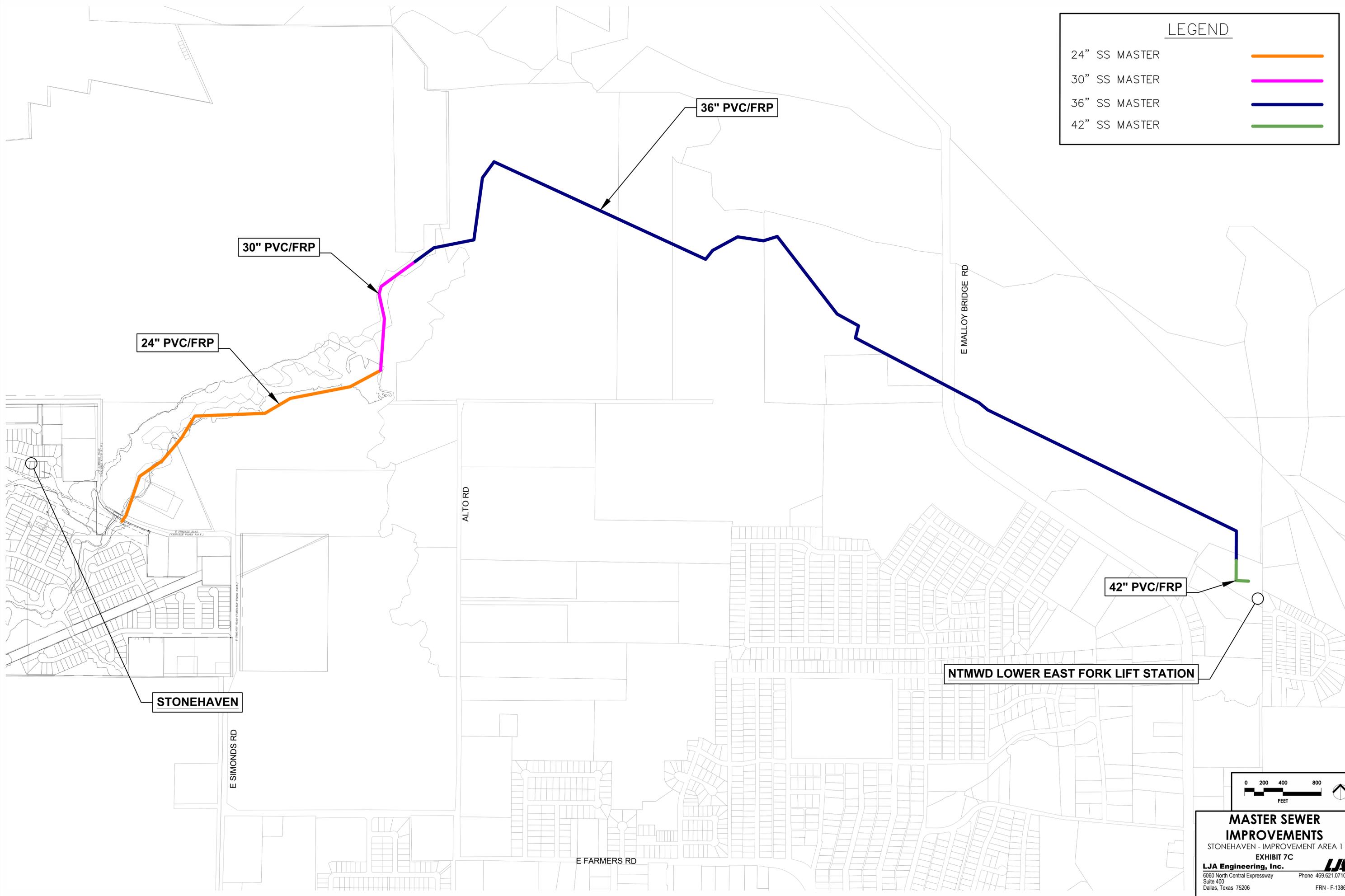


MASTER SEWER IMPROVEMENTS
 STONEHAVEN - IMPROVEMENT AREA 1
 EXHIBIT 7B
LJA Engineering, Inc.
 6060 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710
 FRN - F-1386

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LEGEND

24" SS MASTER	
30" SS MASTER	
36" SS MASTER	
42" SS MASTER	



24" PVC/FRP

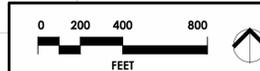
30" PVC/FRP

36" PVC/FRP

42" PVC/FRP

STONEHAVEN

NTMWD LOWER EAST FORK LIFT STATION

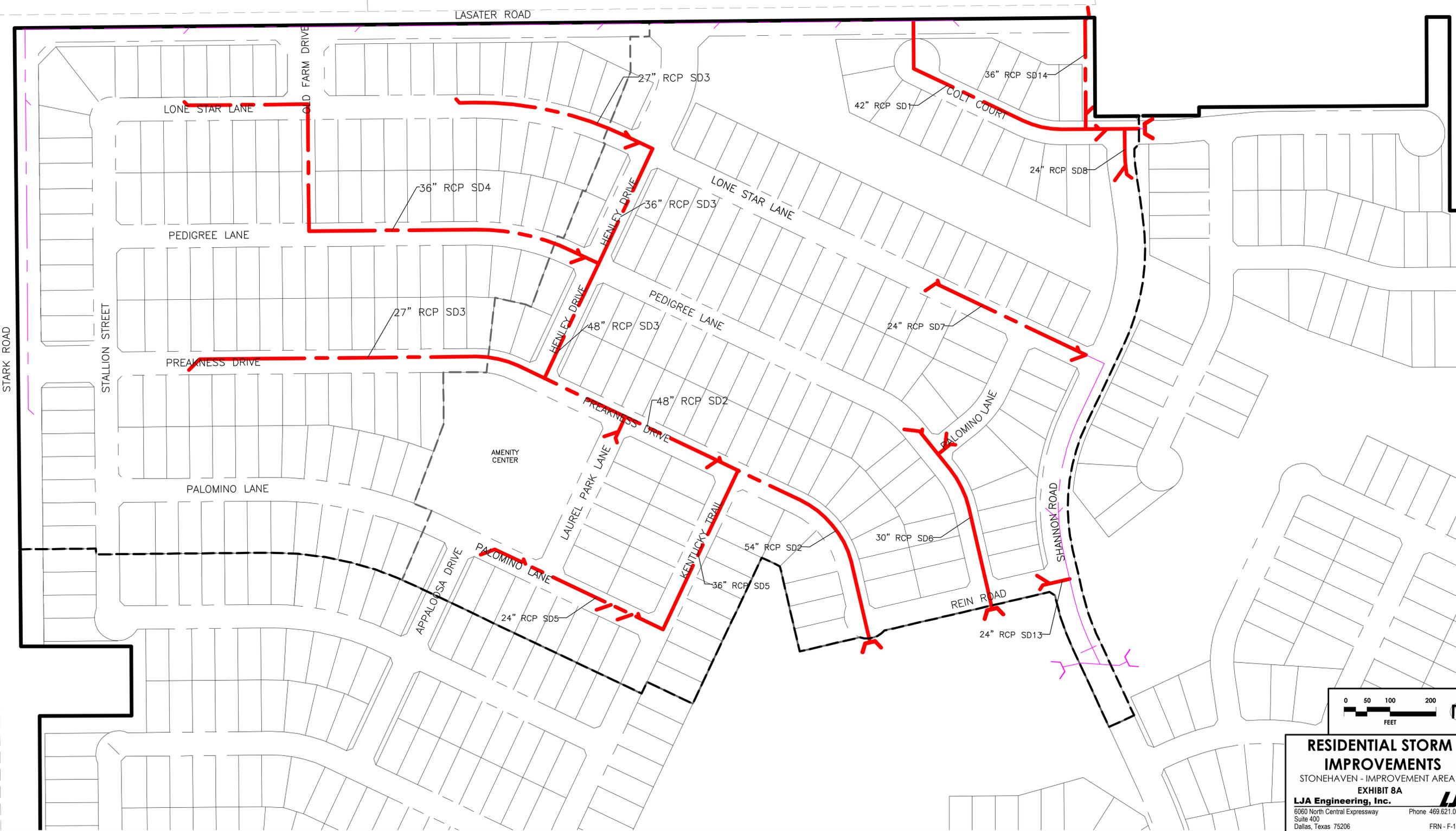


MASTER SEWER IMPROVEMENTS
STONEHAVEN - IMPROVEMENT AREA 1
EXHIBIT 7C
LJA Engineering, Inc.
6060 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710
FRN - F-1386

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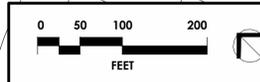
LEGEND

STORM - RESIDENTIAL	
STORM - MASTER	
PID BOUNDARY	
IMPRVMT AREA BNDY	
PHASE BOUNDARY	



HIGHLAND MEADOWS
DEVELOPMENT
IN CONSTRUCTION

WELLINGTON FARMS
DEVELOPMENT
IN CONSTRUCTION

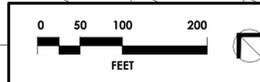
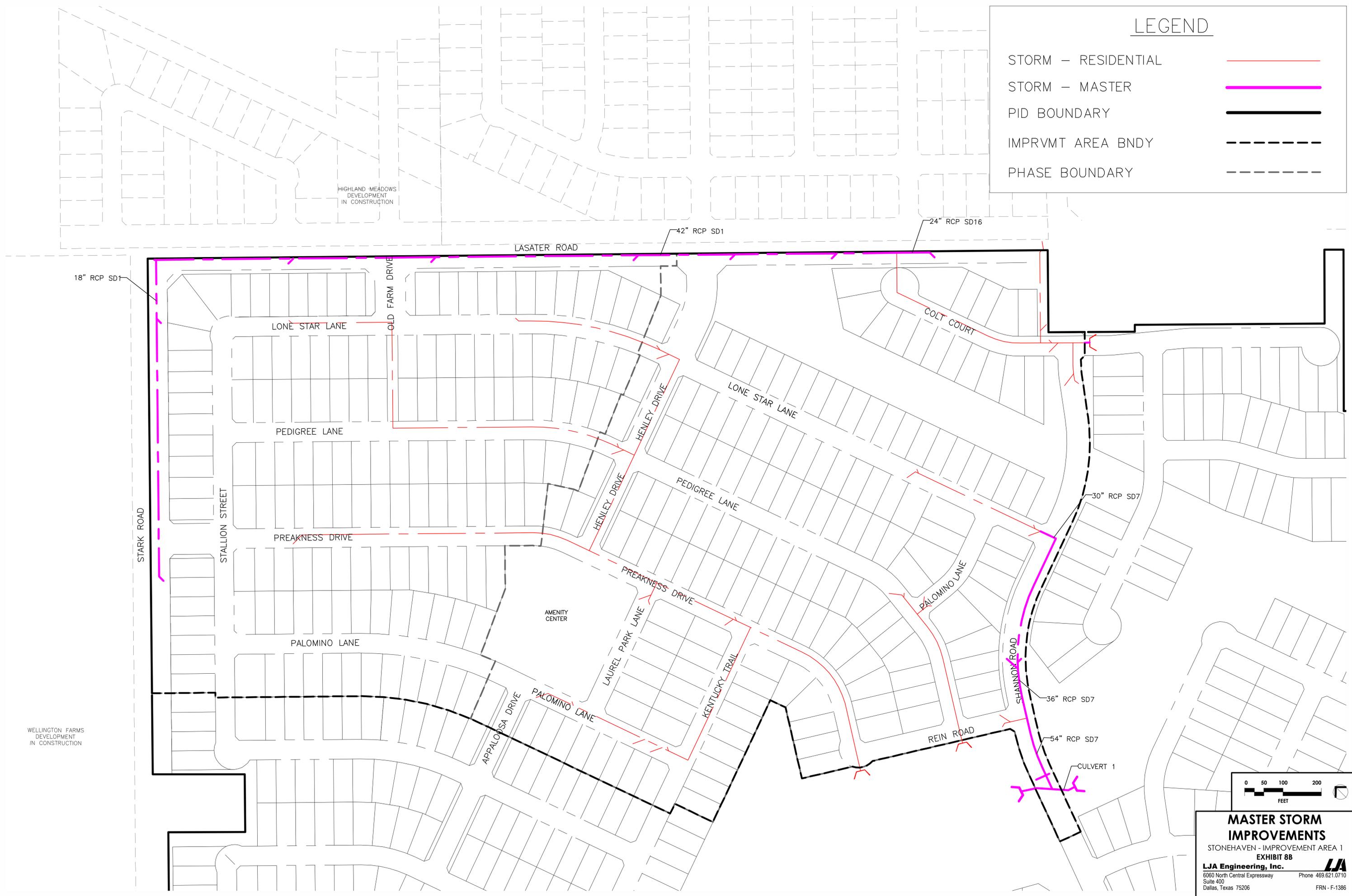


RESIDENTIAL STORM IMPROVEMENTS
 STONEHAVEN - IMPROVEMENT AREA 1
 EXHIBIT 8A
LJA Engineering, Inc.
 6060 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710
 FRN - F-1386

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LEGEND

- STORM - RESIDENTIAL —
- STORM - MASTER —
- PID BOUNDARY
- IMPRVMT AREA BNDY
- PHASE BOUNDARY



MASTER STORM IMPROVEMENTS
 STONEHAVEN - IMPROVEMENT AREA 1
 EXHIBIT 8B

LJA Engineering, Inc.
 6060 North Central Expressway Suite 400
 Dallas, Texas 75206 Phone 469.621.0710

FRN - F-1386

Date/Time : 3/16/2023 2:19 PM User Name : Briggs Morgan
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WELLINGTON FARMS
 DEVELOPMENT
 IN CONSTRUCTION

HIGHLAND MEADOWS
 DEVELOPMENT
 IN CONSTRUCTION

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area #1

- Improvement Area #1 Initial Parcel
- Lot Type 1

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**STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE -
IMPROVEMENT AREA #1 INITIAL PARCEL**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT: \$6,840,000

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Stonehaven Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Seagoville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 INITIAL PARCEL

Improvement Area #1 Reimbursement Obligation						
Annual Installment Due 1/31	Principal		Interest ^{[a], [b]}		Annual Collection Costs	Annual Installment ^[c]
2024	\$	21,771	\$	486,734	\$ 40,000	\$ 548,505
2025	\$	103,384	\$	404,321	\$ 40,800	\$ 548,505
2026	\$	108,699	\$	398,190	\$ 41,616	\$ 548,505
2027	\$	114,313	\$	391,744	\$ 42,448	\$ 548,506
2028	\$	120,242	\$	384,966	\$ 43,297	\$ 548,505
2029	\$	126,507	\$	377,835	\$ 44,163	\$ 548,506
2030	\$	133,125	\$	370,333	\$ 45,046	\$ 548,505
2031	\$	140,119	\$	362,439	\$ 45,947	\$ 548,506
2032	\$	147,509	\$	354,130	\$ 46,866	\$ 548,505
2033	\$	155,319	\$	345,383	\$ 47,804	\$ 548,506
2034	\$	163,573	\$	336,172	\$ 48,760	\$ 548,505
2035	\$	172,298	\$	326,473	\$ 49,735	\$ 548,506
2036	\$	181,521	\$	316,255	\$ 50,730	\$ 548,506
2037	\$	191,270	\$	305,491	\$ 51,744	\$ 548,505
2038	\$	201,578	\$	294,149	\$ 52,779	\$ 548,506
2039	\$	212,476	\$	282,195	\$ 53,835	\$ 548,506
2040	\$	223,999	\$	269,595	\$ 54,911	\$ 548,506
2041	\$	236,183	\$	256,312	\$ 56,010	\$ 548,505
2042	\$	249,069	\$	242,307	\$ 57,130	\$ 548,505
2043	\$	262,696	\$	227,537	\$ 58,272	\$ 548,505
2044	\$	277,109	\$	211,959	\$ 59,438	\$ 548,506
2045	\$	292,352	\$	195,526	\$ 60,627	\$ 548,505
2046	\$	308,476	\$	178,190	\$ 61,839	\$ 548,505
2047	\$	325,532	\$	159,897	\$ 63,076	\$ 548,505
2048	\$	343,575	\$	140,593	\$ 64,337	\$ 548,506
2049	\$	362,662	\$	120,219	\$ 65,624	\$ 548,505
2050	\$	382,855	\$	98,713	\$ 66,937	\$ 548,505
2051	\$	404,220	\$	76,010	\$ 68,275	\$ 548,505
2052	\$	426,825	\$	52,040	\$ 69,641	\$ 548,506
2053	\$	450,743	\$	26,729	\$ 71,034	\$ 548,506
Total	\$	6,840,000	\$	7,992,440	\$ 1,622,723	\$ 16,455,163

Footnotes:

[a] Interest is calculated at 5.93%, which is not higher than 2% above the Bond Buyer Index of 3.93% dated 06/22/2023, as allowed by the PID Act, and as described in the Reimbursement Agreement. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] Interest collected with the Annual Installment due 1/31/2024 covers interest through 9/15/2024.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE -
IMPROVEMENT AREA #1 LOT TYPE 1**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$22,500.00

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Stonehaven Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§

COUNTY OF _____

§

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The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of DallasCounty.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Improvement Area #1 Reimbursement Obligation				
Annual Installment Due 1/31	Principal	Interest ^{[a], [b]}	Annual Collection Costs	Annual Installment ^[c]
2024	\$ 71.62	\$ 1,601.10	\$ 131.58	\$ 1,804.29
2025	\$ 340.08	\$ 1,330.00	\$ 134.21	\$ 1,804.29
2026	\$ 357.56	\$ 1,309.84	\$ 136.89	\$ 1,804.29
2027	\$ 376.03	\$ 1,288.63	\$ 139.63	\$ 1,804.30
2028	\$ 395.53	\$ 1,266.33	\$ 142.43	\$ 1,804.29
2029	\$ 416.14	\$ 1,242.88	\$ 145.27	\$ 1,804.29
2030	\$ 437.91	\$ 1,218.20	\$ 148.18	\$ 1,804.29
2031	\$ 460.92	\$ 1,192.23	\$ 151.14	\$ 1,804.29
2032	\$ 485.23	\$ 1,164.90	\$ 154.17	\$ 1,804.29
2033	\$ 510.92	\$ 1,136.13	\$ 157.25	\$ 1,804.29
2034	\$ 538.07	\$ 1,105.83	\$ 160.39	\$ 1,804.29
2035	\$ 566.77	\$ 1,073.92	\$ 163.60	\$ 1,804.29
2036	\$ 597.11	\$ 1,040.31	\$ 166.87	\$ 1,804.30
2037	\$ 629.18	\$ 1,004.90	\$ 170.21	\$ 1,804.29
2038	\$ 663.09	\$ 967.59	\$ 173.62	\$ 1,804.30
2039	\$ 698.93	\$ 928.27	\$ 177.09	\$ 1,804.30
2040	\$ 736.84	\$ 886.83	\$ 180.63	\$ 1,804.30
2041	\$ 776.92	\$ 843.13	\$ 184.24	\$ 1,804.29
2042	\$ 819.31	\$ 797.06	\$ 187.93	\$ 1,804.29
2043	\$ 864.13	\$ 748.48	\$ 191.69	\$ 1,804.29
2044	\$ 911.54	\$ 697.23	\$ 195.52	\$ 1,804.30
2045	\$ 961.68	\$ 643.18	\$ 199.43	\$ 1,804.29
2046	\$ 1,014.72	\$ 586.15	\$ 203.42	\$ 1,804.29
2047	\$ 1,070.83	\$ 525.98	\$ 207.49	\$ 1,804.29
2048	\$ 1,130.18	\$ 462.48	\$ 211.64	\$ 1,804.29
2049	\$ 1,192.97	\$ 395.46	\$ 215.87	\$ 1,804.29
2050	\$ 1,259.39	\$ 324.71	\$ 220.19	\$ 1,804.29
2051	\$ 1,329.67	\$ 250.03	\$ 224.59	\$ 1,804.29
2052	\$ 1,404.03	\$ 171.18	\$ 229.08	\$ 1,804.30
2053	\$ 1,482.71	\$ 87.92	\$ 233.66	\$ 1,804.30
Total	\$ 22,500.00	\$ 26,290.92	\$ 5,337.91	\$ 56,323.10

Footnotes:

[a] Interest is calculated at 5.93%, which is not higher than 2% above the Bond Buyer Index of 3.93% dated 06/22/2023, as allowed by the PID Act, and as described in the Reimbursement Agreement. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] Interest collected with the Annual Installment due 1/31/2024 covers interest through 9/15/2024.

[c] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

Regular Session Agenda Item: 5

Meeting Date: July 3, 2023

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas appointing Assessments of the Southwest, Inc. as Special Assessment Collector for the year 2023; approving an Agreement for Special Assessment Collector Services with Assessments of the Southwest, Inc. regarding the Stonehaven Public Improvement District; authorizing the City Manager to execute said Agreement; and providing an effective date.

BACKGROUND OF ISSUE:

Assessments of the Southwest, Inc. are professional tax consultants and tax assessor/collectors for numerous Special Districts in Texas, including MUD, LID, and PID districts. The City requires the services provided by Assessments of the Southwest for the collection from owners of the assessed property and to pay City special assessments levied against property owners located within the Stonehaven Public Improvement District.

Approval of this Resolution appoints Assessments of the Southwest, Inc. as the City's special assessment collector and approval of the Agreement sets forth the term, duties, compensation, and bond relative thereto.

FINANCIAL IMPACT:

Assessments of the Southwest, Inc. shall bill the City of Seagoville as Administrator for the PID located in Dallas County, Texas, at a rate of \$400.00 per month per phase invoiced quarterly.

Hourly fee schedule and other services:

- | | |
|-------------------------------|------------|
| (1) Registered Texas Assessor | \$150/hour |
| (2) Clerical | \$75/hour |
| (3) Bond Sale Participation | \$1,500.00 |
| (4) Continuing Disclosure | \$1,000. |

RECOMMENDATION:

Staff recommends approval of the resolution.

EXHIBITS:

- Resolution
- Exhibit A, Agreement For Services - Attached to the Resolution

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPOINTING ASSESSMENTS OF THE SOUTHWEST, INC. AS SPECIAL ASSESSMENT COLLECTOR FOR THE YEAR 2023; APPROVING AN AGREEMENT FOR SPECIAL ASSESSMENT COLLECTOR SERVICES WITH ASSESSMENTS OF THE SOUTHWEST, INC. REGARDING THE STONEHAVEN PUBLIC IMPROVEMENT DISTRICT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to engage the services of Assessments of the Southwest, Inc. (“ASW”) to provide the City with services necessary to collect from owners of assessed property and pay to City special assessments levied against property located with the Stonehaven Public Improvement District (the “PID”); and

WHEREAS, ASW desires to provide such assessment collection services to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City to appoint ASW as special assessment collector for the year 2023 and approve an agreement with ASW for said services regarding the PID;

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

Section 1. Assessments of the Southwest, Inc. (“ASW”) is hereby appointed to serve as the City’s special assessment collector for the year 2023 with regard to assessments against property located within Stonehaven Public Improvement District.

Section 2. The Agreement for Services of Special Assessment Collector, attached hereto and incorporated herein by this reference as Exhibit “A”, is hereby approved and the City Manager is authorized to execute said Agreement in substantially the form attached hereto on behalf of the City.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, on the 3rd day of July, 2023.

Lackey Stepper Sebastian, Mayor

ATTEST:

APPROVED:

Melinda Welsh, Interim City Secretary

Victoria W. Thomas, City Attorney

EXHIBIT A
AGREEMENT FOR SERVICES
OF
SPECIAL ASSESSMENT COLLECTOR

STATE OF TEXAS

COUNTY OF DALLAS

THIS AGREEMENT for special Assessment Collector Services (“Agreement”) is made by and between the City of Seagoville (“City”) and Assessments of the Southwest, Inc. ("Special Assessor"), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

Recitals:

Whereas, City desires to engage the services of Special Assessor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement: and

Whereas, Special Assessor desires to provide for City the services necessary to collect from owners of assessed property and pay to City special assessments levied against property located with Stonehaven Public Improvement District (the “PID”), as more fully described in Article II, and in accordance with the terms and conditions set forth in this agreement.

Now Therefore, in exchange for the mutual covenants set forth herein, and other valuable considerations, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

I. Term

(A) City has appointed Special Assessor as City’s special assessment collector for the year 2023. Special Assessor shall perform the duties of said office as of the date of this Agreement and shall serve until December 31 of said year, according to the terms provided for herein, and thereafter from year to year on the same terms, unless modified in writing by the parties hereto.

(B) This Agreement may be terminated by either party upon the giving of thirty (30) days written notice, provided however, that Special Assessor shall be compensated for work performed through the effective date of termination.

II. Bond

(A) Special Assessor shall give City a bond, to be approved by the Board of Directors of City (the "Board"), in the sum of \$10,000, or as required conditioned on the faithful performance of Special Assessors duties and on paying over to the City's depository all money coming into Special Assessor's hands as Special Assessment Collector for the City.

(B) The cost of said bond shall be paid by the Special Assessor, the Board of which may in the future require additional security, at additional cost to City, if in its judgment additional security become necessary.

(C) Special Assessor shall also give City an executed certificate by an acceptable bonding company stating that Special Assessor's employees are covered by a fidelity bond in the sum of \$50,000, or as required by City's board.

(D) The cost of furnishing such certificate and the cost of providing a fidelity bond for Special Assessor's employees shall be paid by Special Assessor.

III. Compensation

Special Assessor shall receive as compensation for services as City's Special Assessor those fees and charges as set out in Exhibit "A" attached hereto and incorporated herein for all purposes. Unless otherwise specified herein or in Exhibit "A" hereto, all costs, postage, expenses, charges for equipment, etc., necessary for the performance of Special Assessor's duties shall be paid by Special Assessor. In any case, no compensation from Exhibit "A" will be paid without prior authorization from the Board.

IV. Duties

(A) Special Assessor shall perform and is authorized to perform all normal duties required by law of City's Special Assessor, which, without limiting the foregoing, shall include the following:

- (1) Preparing an annual assessment roll and mailing annual assessment statements
- (2) Receiving and posting payments to the assessment roll and depositing funds in an interim collection account approved by the City.
- (3) Maintaining the interim collection account and providing for the transfer of all funds except for contracted collection fees
- (4) Preparing monthly reports of collections received
- (5) Providing payoff figures on demand and mailing payoff statements as necessary to property owners, their agents or title companies
- (6) Being available on an hourly fee basis for attendance at meetings requested by the City.

(7) Preparing an annual collection and receivable report

(B) All items prepared in accordance with the minimum duties of Special Assessor as set forth above shall become the property of City, unless otherwise agreed by both parties in writing. Upon termination of this Agreement, Special Assessor shall promptly turn over to City all such items and, in addition thereto, the following:

- (1) Interim account checkbooks and deposit slips
- (2) Interim account bank statements
- (3) Correspondence files
- (4) Previous monthly report files

V. Miscellaneous

The City agrees to hold Special Assessor harmless from and against any and all claims, demands suits or judgments, including attorneys' fees, expenses and costs resulting from following the written directions and instructions of the City.

IN TESTIMONY HEREOF, this instrument has been executed in multiple original counterparts on behalf of by the President and attested by the Secretary of the Board and by Special Assessor as of the day and year first above written.

The City of Seagoville, Texas

BY: _____

Patrick Stallings, City Manager

ATTEST:

Melinda Welsh, Interim City Secretary

ASSESSMENTS OF THE SOUTHWEST, INC.

BY: _____

Name: _____

Title: _____

EXHIBIT "A" to Agreement for Services of Special Assessment Collector

A. ANNUAL FEE

Assessments of the Southwest, Inc. shall bill the City of Seagoville as Administrator for the PID located in Dallas County, Texas, at a rate of \$400.00 per month per phase invoiced quarterly.

B. HOURLY FEE SCHEDULE AND OTHER SERVICES

- | | |
|--------------------------------------|-------------------|
| (1) Registered Texas Assessor | \$150/hour |
| (2) Clerical | \$75/hour |
| (3) Bond Sale Participation | \$1,500.00 |
| (4) Continuing Disclosure | \$1,000.00 |