



City of Seagoville

Meeting Agenda

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, September 16, 2024

6:30 PM

Council Chambers

LACKEY STEPPER SEBASTIAN
MAYOR

RICK HOWARD
PLACE 1

ALLEN GRIMES
PLACE 4

PATRICK STALLINGS
CITY MANAGER

JOSE HERNANDEZ
PLACE 2

JON EPPS
PLACE 5 – MAYOR PRO TEM

HAROLD MAGILL
PLACE 3

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Called Meeting at 6:30 p.m. for Work Session, and Regular Session will begin at 7:00 p.m., to be held at City Hall, 702 N. Hwy 175 Seagoville, Texas 75159.

As authorized by Section 551.071 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 reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

WORK SESSION – 6:30 PM

1. Call to Order
2. Receive project updates and event information.
3. Discuss Regular Session agenda items.
4. Adjourn

REGULAR SESSION – 7:00 PM

5. Call to Order
6. Invocation
7. Pledge of Allegiance
8. Announcements, Recognitions, and Proclamations:
 - A. Present a Certificate of Merit
 - B. Introduction of City Staff and Video
 - C. Present ICMA Video
 - D. Present a Proclamation
9. Mayor's Report
10. Citizen's Comments

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. City Council may not discuss these items but may

respond with factual data or policy information or place the item on a future agenda. Anyone wishing to speak should submit a Speaker Request Form to the City Secretary.

Consent Agenda

- 11. Consider approving the City Council meeting minutes: September 9, 2024.**

Public Hearing

- 12. Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.710932 per \$100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.676367 per 100 and not greater than the voter-approval tax rate of .710933 per \$100. This rate will raise more revenue from property taxes than last year's budget by an amount of \$810,146.**
- 13. Conduct a public hearing on the levy of assessments on property within Improvement Area #2 of the Stonehaven Public Improvement District.**

Regular Agenda

- 14. FIRST READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's action authorizing the negotiation and execution of a first amendment to the corporation's build-out agreement with Agron Rexha, Doing Business as Goni Construction, for additional items related to the build-out of restaurant facilities at 101 And 103 North Kaufman; authorizing disbursement of SEDC funds therefor; and providing an effective date.**
- 15. Discuss and consider an Ordinance adopting and levying ad valorem taxes for the tax year 2024 (fiscal year 2024 - 2025) at a rate of \$0.710932 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2024, to provide revenue for the payment of current expenses; providing for an interest and sinking fund.**
- 16. Discuss and consider approval of a reimbursement agreement between the City and Meritage Homes of Texas, LLC for the reimbursement of public improvement costs within Improvement Area #2 of the Stonehaven Public Improvement District.**
- 17. Discuss and consider an Ordinance approving a service and assessment plan and assessment roll for the Stonehaven Public Improvement 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 the method of assessment and the payment of the assessments; providing penalties and interest on delinquent assessments; providing for severability and providing an effective date.**
- 18. SECOND READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's Action authorizing the negotiation and execution of a first amendment to the corporation's build-out agreement with Agron Rexha, Doing Business as Goni Construction, for additional items related to the build-out of restaurant facilities at 101 And 103 North Kaufman; authorizing disbursement of SEDC funds therefor; and providing an effective date.**

19. Items of community interest and councilmember reports.

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, 6) announcements involving an imminent threat to public health and safety.

20. Discuss future agenda items.**21. Adjourn****CERTIFICATE**

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 12th day of September 2024, by 5 p.m.

Sara Egan, City Secretary

The City of Seagoville does not discriminate based on 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 or email citysecretary@seagoville.us . (TDD access 1-800-RELAY-TX)

UPCOMING DATES:

- Monday, October 7, 2024, Regular City Council Meeting
- Monday, October 21, 2024, Regular City Council Meeting



TO: Mayor and City Council
FROM: Various City Staff
DATE: September 16, 2024
ITEM: 2
DESCRIPTION: Project updates and events.

INTRODUCTION

The purpose of this item is to provide a brief update on projects and events.



TO: Mayor and City Council
FROM: Stephen Davis, Assistant Police Chief
DATE: September 16, 2024
ITEM: 8A
DESCRIPTION: Present a Certificate of Merit

INTRODUCTION

The Police Department requests to recognize Officer Josiah Beck and award him the department's Certificate of Merit and related police accommodation uniform bar.

BACKGROUND

During the early morning hours on September 2, 2024, Seagoville Police Officer Josiah Beck discovered two suspicious vehicles parked at the Highland Meadows community swimming pool during his routine patrol. An adult female and an adult male were encountered inside one of the vehicles. Officer Beck was able to recognize the male was displaying physical signs of nervousness and was verbally evasive.

Through his investigative skills contributed to his law enforcement experience, Officer Beck discovered this adult male was a wanted fugitive from the State of Arkansas for violent offenses to include a charge of Attempted Capital Murder of a Police Officer.

Officer Josiah Beck was able to quickly and swiftly apprehend and detain this adult male fugitive without further incident.

This violent absconded felon was demonstrated to be a danger to area and local law enforcement officers and to the community alike, having no regard to the value of human life. Due to Officer Beck's self-initiated and proactive approach to law enforcement, this violent individual is now in custody and will be extradited to Arkansas to face his outstanding charges.



TO: Mayor and City Council

FROM: Mamata Bhandari, Director of Health Services
Gail French, Director of Finance

DATE: September 16, 2024

ITEM: 8B

DESCRIPTION: Introduction of Code Enforcement Officers and Roles.

INTRODUCTION

The City has three Code Enforcement Officers, two are state certified from TDLR Claudia Leon and Noelia Soto, and Margarita Brown just completed her six months with the City and is preparing for the state certification.

The Utility Billing staff are Tammy Kamrath, Zurisadai Soto and Renee Corbin who are central to the City's front desk operations and to ensuring our residents have access to reliable utility services.

BACKGROUND

Claudia Leon, Noelia Soto and Margarita Brown play a vital role in maintaining the quality and safety of our community. They have demonstrated upholding standard that keep our city safe and attractive. Code Enforcement Officers are dedicated staff for the city and have been working diligently to ensure that our city's buildings and properties meet safety standards and comply with local regulations.

Our Utilities billing team is responsible for managing the billing and collection process of essential services such as water, sewer and solid waste. Their work is vital to ensuring that our utility systems are funded and maintained and that residents receive accurate and time bills.



TO: Mayor and City Council
FROM: Kirk McDaniel, Director of Economic Development
DATE: September 16, 2024
ITEM: 8C
DESCRIPTION: Presentation of ICMA TV video on Seagoville

INTRODUCTION

Presentation of ICMA TV video featuring development within the Community.

BACKGROUND

On May 20, 2024, the City Council authorized the City Manager to enter into a contract on behalf of the City for production of a video featuring Seagoville. Production has been completed and the video is ready for viewing. It will be featured at the ICMA conference in Pittsburg, Pennsylvania later this year.



Mayoral Proclamation

WHEREAS, the Community Development Block Grant (CDBG) Program has existed since 1975 to provide local governments with the resources to assist with public infrastructure improvements such as reconstruction of streets, sidewalks, and wastewater improvements in low and moderate-income neighborhoods; and

WHEREAS, over the past three years, our community has received over \$1,334,000 in CDBG formula grant funds and has funded a variety of projects that have directly benefited our residents and neighborhoods; and

WHEREAS, the City of Seagoville acknowledges the beneficial impact of CDBG funds used by the City in addressing important neighborhood needs; and

WHEREAS, the City of Seagoville commends the dedication and commitment of the Dallas County Commission members and Dallas County staff for their dedicated service; and

NOW, THEREFORE, I, Lackey Stepper Sebastian, Mayor of the City of Seagoville, do hereby proclaim September 16, 2024 to be

Community Development Block Grant (CDBG) Appreciation Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville to be affixed this 16th day of September 2024.

Lackey Stepper Sebastian, Mayor



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: September 16, 2024
ITEM: 11
DESCRIPTION: Consider approving the City Council meeting minutes: September 9, 2024.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. September 9, 2024 Minutes



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, September 9, 2024

6:30 PM

Council Chambers

Present: Mayor Lackey Sebastian, Mayor Pro Tem Jon Epps, Councilmember Rick Howard, Councilmember Jose Hernandez, Councilmember Harold Magill and Councilmember Allen Grimes

Also present were City Manager Patrick Stallings, Asst. City Attorney Autumn Keefer, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, September 9, 2024, at 6:30 p.m. in the Council Chamber at City Hall, 702 N. Hwy 175, Seagoville, Texas.

WORK SESSION – 6:30 PM

1. Call to Order

Mayor Sebastian called the Work Session to order at 6:30 p.m.

2. Presentation of Master Fee Schedule updates.

Director of Community Development Bill Medina briefed City Council on the rate updates for plan review.

3. Presentation of dedication plaque options and receive feedback.

Police Chief Ray Calverley presented two options for feedback and or selection. The layout and content of the plaque will be used as a standard future building dedication. The content to be included is approval date, dedication year, approved by, and presented by. City Council consented and selected option 1 – with both city and badge logos.

4. Introduction of city staff and designated role.

Director of Public Works introduced Jeremy Wheat as the superintendent of the department.

5. Discuss Regular Session agenda items.

There were no questions on the Regular Session agenda items.

Councilmember Hernandez requested that City Council convene into executive session for agenda item 19 after the public hearing.

Mayor Sebastian announced agenda item 28 has been removed from the agenda.

6. Adjourn

Mayor Sebastian adjourned the Work Session at 6:46 p.m.

REGULAR SESSION – 7:00 PM

7. Call to Order

Mayor Sebastian called the Regular Session to order at 7:00 p.m.

8. Invocation

Councilmember Magill led the invocation.

9. Pledge of Allegiance

City Council led the pledge of allegiance.

10. Mayor's Report

- NCT-9-1-1 installed a 100-foot microwave tower behind the Police Department at no cost to the City. This tower ensures seamless emergency connectivity.

- Kung Fu Panda 4 will be playing during the Movie in the Park Event - Saturday Sept. 14th at Bruce Park.
- Tires for recycling will be collected Sept. 23-30 at Bearden Park. Details and requirements are available on the City's website.

11. Citizen's Comments

- 1) Deb Baker, Seagoville TX, expressed appreciation of the Mayor and City Council and spoke in regard to brightness of lights, speed limit, and property maintenance concerns.

Consent Agenda

Councilmember Magill made a motion to approve Consent Agenda items 12-16, seconded by Councilmember Howard. The motion passed unanimously (5/0).

12. Consider approving the City Council meeting minutes: August 19, 2024.

13. Consider a Resolution to continue to participate in Inter-Jurisdictional Emergency Management Program with Dallas County Homeland Security & Emergency Management, the County of Dallas and other participating Dallas County Fire Departments.

Resolution No. 2024-75

14. Consider a Resolution approving and authorizing the City Manager to execute a project specific agreement regarding striping various Type B public roadways, made pursuant to the Master Interlocal Agreement for road and bridge maintenance and repair between the City of Seagoville and Dallas County in an amount not to exceed six thousand five hundred thirty-one dollars and fifty cents (\$6,531.50).

Resolution No. 2024-76

15. Consider approving the Financial Policy for Fiscal Year 2024-2025.

16. Consider approving the Investment Policy for Fiscal Year 2024-2025.

Public Hearing

17. Conduct a public hearing to receive citizen input on the proposed FY 2024-2025 budget for all City funds. This budget will raise more property taxes than last year's budget by \$810,146 or 8.45%, and of that amount, \$367,043 is tax revenue to be raised from new property added to the tax roll this year.

Mayor Sebastian opened the public hearing at 7:08 p.m.

Director of Finance Gail French briefed City Council and the public on the budget process.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:09 p.m.

18. Conduct a public hearing to receive citizen input on the proposed FY 2024-2025 hotel/motel tax budget.

Mayor Sebastian opened the public hearing at 7:09 p.m.

Director of Finance Gail French briefed City Council and the public on the funding agreements to be considered with the Chamber of Commerce.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:10 p.m.

19. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map by granting a change in the zoning from R-2 Single-Family Dwelling District (R-2) to Planned Development with a base zoning of Local Retail (PD No. 05-2024) for approximately 2.36 acres commonly known as 100 Crestview Drive, providing for development regulations; providing for the approval of a concept plan; and providing

a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

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

Director of Community Development Bill Medina briefed City Council and the public on the request for a zoning amendment to a planned development. He also informed City Council one letter of opposition was received from Everett Rusher.

Mayor Sebastian invited members of the public to speak:

- 1) Everett Rusher, Seagoville, TX, spoke against the request and expressed concerns related to depreciation of property value, traffic, and safety.
- 2) Susano Solis, Seagoville, TX, accompanied by interpreter Jose Durante spoke in favor of the request as the owner of the property. Mr. Solis presented two points – 1. Realistically the traffic and noise are already part of the city. 2. Supporting this request dually benefits everyone and respective property values.
- 3) Deb Baker, Seagoville, TX, spoke against the request and expressed concerns related to traffic and safety. Ms. Baker also mentioned other residential areas as it relates to the request.
- 4) Arthur Boyd, Seagoville, TX, spoke against the request and expressed concerns related to property values and future zoning.

Mr. Medina confirmed the Ordinance includes the zoning regulations for restaurants and/or national chain/brand tire shop.

Councilmember Hernandez stated sales tax revenue facilitates offsetting property tax. He also stated this is the best use of the property and the benefits of establishing it as a planned development.

Councilmembers expressed individual experiences of development and growth within the city to illustrate that property values are not decreasing.

Mr. Rusher made a brief comment to support his point of view on surrounding developments in residential areas remaining residential.

Mayor Sebastian closed the public hearing at 7:42 p.m.

Mayor Sebastian recessed the Regular Session at 7:42 p.m. to convene into the Executive Session in the Conference Room as authorized by Section 551.017 of the Texas Government Code for the purpose of seeking legal advice from the City Attorney regarding agenda item 19.

Mayor Sebastian adjourned the Executive Session at 7:49 p.m.

Mayor Sebastian reconvened into the Regular Session at 7:51 p.m.

Councilmember Hernandez made a motion to approve item 19 with the following amendment:

Section 2. A. (a) Restaurant(s) with Dine-in areas and Drive-thru facilities.

Second by Councilmember Grimes, the motion passed unanimously (5/0).

Ordinance No. 2024-16

- 20. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map by granting a change in the zoning from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to allow for event center use, subject to special conditions, on approximately 3.736 acres being commonly known as 199 North Frontage Road; providing and approving a site plan and elevations; and providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.**

Mayor Sebastian opened the public hearing at 7:52 p.m.

Director of Community Development Bill Medina briefed City Council and the public on the request for a special use permit for an event center to operate Monday – Sunday from 9:00 a.m. to 11:00 p.m. with 66 shared parking spaces.

Councilmembers expressed concerns related to the potential occupancy and parking spaces available.

Mayor Sebastian invited members of the public to speak:

- 1) Mr. Julian Castillo representing the applicant explained the intentions are to use the event facility after-hours to account for the limited parking.

Mayor Sebastian closed the public hearing at 8:01 p.m.

Councilmember Hernandez made a motion to approve item 20, seconded by Mayor Pro Tem Epps. The motion failed (1/4):

Ayes: Mayor Pro Tem Epps

Nays: Councilmember Howard, Councilmember Hernandez, Councilmember Magill and Councilmember Grimes

Regular Agenda

- 21. Discuss and consider approval of three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$12,500.00); Seagofest (\$12,500.00); and 4th of July Celebration (\$6,000.00) totaling thirty-one thousand dollars (\$31,000.00) for the fiscal year October 1, 2024 through September 30, 2025; and authorizing the City Manager to sign all necessary documents.**

Ms. Gail French briefed City Council on the grant agreements.

Mayor Pro Tem Epps made a motion to approve agenda item 21, seconded by Councilmember Hernandez. The motion passed unanimously (5/0).

- 22. Discuss and consider a Resolution adopting the Master Fee Schedule; and providing an effective date of October 1, 2024.**

Ms. Gail French briefed City Council on the updates to the fee schedule.

Councilmember Howard made a motion to approve agenda item 22, seconded by Councilmember Magill. The motion passed unanimously (5/0).

Resolution No. 2024-77

- 23. Discuss and consider an Ordinance amending the Code of Ordinances by amending Chapter 19 "Utilities", Article 19.03 "Water and Sewers", Division 2 "Rates and Charges" by amending Section 19.03.061 "Water Rates" and Section 19.03.062 "Sewer Rates"; and providing an effective date of October 1, 2024.**

Ms. Gail French briefed City Council on the rates presented.

Councilmember Hernandez made a motion to approve agenda item 23, seconded by Councilmember Magill. The motion passed unanimously (5/0).

Ordinance No. 2024-17

- 24. Discuss and consider a Resolution approving the adopted budget for the Seagoville Economic Development Corporation for the Fiscal Year October 1, 2024, through September 30, 2025.**

Ms. Gail French briefed City Council on the SEDC budget.

Councilmember Magill made a motion to approve agenda item 24, seconded by Mayor Pro Tem Jon Epps. The motion passed unanimously (5/0).

Resolution No. 2024-78

- 25. Discuss and consider an Ordinance adopting the budget for fiscal year beginning October 1, 2024 through September 30, 2025.**

Ms. Gail French briefed City Council on the budget process.

Councilmember Howard made a motion to approve agenda item 25, seconded by Councilmember Magill. The motion passed unanimously (5/0).

Ordinance No. 2024-18

- 26. Discuss and consider a Resolution ratifying the property tax increase reflected in the City's adopted Fiscal year 2024-2025 budget, which is a budget that will require raising more revenue from property taxes than in the previous year; and providing an effective date.**

Ms. Gail French briefed City Council on the property tax revenue increase.

Mayor Pro Tem Epps made a motion to approve agenda item 26, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Resolution No. 2024-79

- 27. Discuss and consider an Ordinance regarding the City of Seagoville's municipal retirement system benefits (1) adopting non-retroactive repeating COLAS, for retirees and their beneficiaries under TMRS Act §853.404(f) and (f-1); (2) authorizing annually accruing updated service credits and transfer updated service credits; and (3) authorizing actuarially determined City contribution rate payments.**

Assistant City Manager Cindy Brown briefed City Council on the cost-of-living adjustment benefit for retirees and beneficiaries.

Councilmember Magill made a motion to approve agenda item 27, seconded by Councilmember Howard. The motion passed unanimously (5/0).

Ordinance No. 2024-19

- 28. Discuss and consider a Resolution approving a service agreement by and between Lonestar Consulting and the City of Seagoville for the purpose of consulting services related to securing Infrastructure Act funding for various projects; and authorizing the City Manager to sign.**

Mayor Sebastian announced agenda item 28 has been removed from the agenda.

- 29. Discuss and consider a Resolution appointing Assessments of the Southwest, Inc. as special assessment collector for the year 2025; approving an agreement for special assessment collector services with Assessments of the Southwest, Inc. regarding the Santorini Public Improvement District; authorizing the City Manager to execute said agreement.**

Director of Economic Development Kirk McDaniel briefed City Council on the agreement.

Councilmember Magill made a motion to approve agenda item 29, seconded by Councilmember Howard. The motion passed unanimously (5/0).

Resolution No. 2024-80

- 30. Discuss and consider voting for a candidate for each Place (Places 11 – 14) on the Board of Trustees to the Texas Municipal League Intergovernmental Risk Pool (TMLIRP); and authorizing the Mayor to sign and complete the ballot.**

City Secretary Sara Egan briefed City Council on the option to cast a vote for a candidate for each place.

Councilmember Hernandez made a motion to cast a vote for all incumbents to each place as listed on the ballot, seconded by Mayor Pro Tem Epps. The motion passed unanimously (5/0).

- 31. FIRST READING: Discuss and consider an Ordinance granting to Atmos Energy Corporation, a Texas and Virginia Corporation, its successors and assigns, a franchise to construct, maintain, and operate pipelines and equipment in the City of Seagoville, Dallas County, Texas, for the transportation, delivery, sale, and distribution of gas in, out of, and through said city for all purposes; providing for the payment of a fee or charge for the use of the public rights-of-way; and providing that such fee shall be in lieu of other fees and charges, excepting ad valorem taxes; and repealing all previous gas franchise ordinances.**

Assistant City Attorney Autumn Keefer briefed City Council of the franchise agreement process.

32. Items of community interest and councilmember reports.

Councilmember Magill provided an update on the response received from Congressman Lance Gooden’s office related to the USPS’ response regarding establishing locations:

“A new Postal facility is generally considered when we cannot satisfy service needs: 1) through existing facilities, 2) by adding capacity to existing facilities, or 3) by establishing a Contract Postal Unit at a local business. Although this is not the exclusive reason for adding Postal Service facilities in a community, it is an important consideration. The Texas 1 District officials have advised that currently, the existing Postal facilities serving Seagoville meet our present and projected operational needs, and as such, we have no plans to establish a new Post Office in the community.”

Mayor Sebastian recessed the Regular Session to convene in the Executive Session at 8:19 p.m.

EXECUTIVE SESSION

The City Council convened into closed Executive Session pursuant to:

33. Texas Govt. Code Section 551.071 Consult with Attorney, to seek legal advice related to:

A. The North Texas Municipal Water District.

B. The support of legislation addressing the negative impact of institutional investors on the single-family housing market in Texas.

Mayor Sebastian adjourned the Executive Session at 8:30 p.m.

REGULAR SESSION

Mayor Sebastian reconvened the Regular Session at 8:30 p.m.

34. Take any necessary action as a result of Executive Session.

There was no action taken.

35. Discuss and consider a Resolution supporting legislation addressing the negative impact of institutional investors on the single-family housing market in Texas.

Councilmember Hernandez made a motion to approve agenda item 35, seconded by Councilmember Magill. The motion passed unanimously (5/0).

Resolution No. 2024-81

36. Discuss future agenda items.

Mayor Pro Tem Epps requested for the City Manager to consider the acquisition of an extended cab vehicle for administrative use such as training and travel.

37. Adjourn

There being no further business before the City Council the meeting adjourned at 8:32 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 16, 2024
ITEM: 12
DESCRIPTION: Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.710932 per \$100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.676367 per 100 and not greater than the voter-approval tax rate of .710933 per \$100. This rate will raise more revenue from property taxes than last year's budget by an amount of \$810,146.

INTRODUCTION

Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.710932 per \$100 valuation.

BACKGROUND

This is the only public hearing to receive citizen input on the proposed tax rate of \$0.710932 per \$100 valuation, which is greater than the no new revenue tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.67367 per 100 and not greater than the voter-approval tax rate of .710933 per \$100. This rate will raise more revenue from property taxes than last year's budget by an amount of \$810.146.



TO: Mayor and City Council
FROM: Kirk McDaniel, Director of Economic Development
DATE: September 16, 2024
ITEM: 13
DESCRIPTION: Conduct a public hearing on the levy of assessments in Improvement Area #2 of the Stonehaven Public Improvement District.

ITEM DESCRIPTION

Conduct a public hearing regarding the levy of assessments in Improvement Area #2 of the Stonehaven Public Improvement District.

BACKGROUND

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 #2 Assessments will be levied against the Improvement Area #2 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 #2 Assessed Property. The general nature of the proposed public improvements are: streets, water, sanitary sewer, storm drainage, and associated soft costs. 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 #2.



TO: Mayor and City Council

FROM: Kirk McDaniel, Director of Economic Development

DATE: September 16, 2024

ITEM: 14

FIRST READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's action authorizing the negotiation and execution of a first amendment to the corporation's build-out agreement with Agron Rexha, Doing Business as Goni Construction, for additional items related to the build-out of restaurant facilities at 101 And 103 North Kaufman; authorizing disbursement of SEDC funds therefor; and providing an effective date.

ITEM DESCRIPTION:

The purpose of this item is to amend the SEDC's construction contract with Agron Rexha, d/b/a Goni Construction, to provide for additional work and compensation: installation of freezer/cooler and awning and fencing on back side of SEDC property located at 101 and 103 N. Kaufman for a total price not to exceed \$20,000.

BACKGROUND:

Based on the discussion at the previous SEDC Board Meetings, the potential future tenant is requesting installation of a freezer/cooler in the back area, and a back patio area for employees and a smoker. The SEDC is amenable to such additional improvements and requested a quote from the contractor. The current estimate for engineering, labor, materials, and installation is expected to be approximately \$66,026. The SEDC had previously authorized an additional \$50,000 for contingency, and the resolution provides the option to add an additional \$20,000 to that contingency fund in order to complete the additional improvements.

FINANCIAL IMPACT:

Not to exceed \$20,000.00 from the EDC Fund.

RECOMMENDATION:

No action to be taken on the first reading.



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: September 16, 2024
ITEM: 15
DESCRIPTION: Discuss and consider approval of an ordinance of the City Council of the City of Seagoville, Texas, adopting and levying ad valorem taxes for the year 2024 (fiscal year 2024 - 2025) at a rate of \$0.710932 per one hundred dollars (\$100) assessed valuation on all taxable property within the corporate limits of the City of Seagoville as of January 1, 2024, to provide revenue for the payment of current expenses; providing for an interest and sinking fund.

INTRODUCTION

Discuss and consider approval of an ordinance adopting and levying ad valorem taxes for the year 2024.

BACKGROUND

Following public notices duly posted and published in all things as required by law, public hearings were held by and before the City Council of the City of Seagoville, the subject of which was the proposed tax rate for the City of Seagoville for Fiscal Year 2024-2025, submitted by the City Manager in accordance with provisions of the City Charter and state statutes.

The City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

***City of Seagoville* ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.78 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-7.67.

FINANCIAL IMPACT

This rate will raise more revenue from property taxes than last year's budget by an amount of \$810,146.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Ordinance

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SEAGOVILLE, TEXAS**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING AND LEVYING AD VALOREM TAXES FOR THE YEAR 2024 (FISCAL YEAR 2024 - 2025) AT A RATE OF \$0.710932 PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SEAGOVILLE AS OF JANUARY 1, 2024, TO PROVIDE REVENUE FOR THE PAYMENT OF CURRENT EXPENSES; PROVIDING FOR AN INTEREST AND SINKING FUND FOR ALL OUTSTANDING DEBT OF THE CITY OF SEAGOVILLE; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notices duly posted and published in all things as required by law, a public hearing was held by and before the City Council of the City of Seagoville, the subject of which was the proposed tax rate for the City of Seagoville for Fiscal Year 2024-2025, submitted by the City Manager in accordance with provisions of the City Charter and state statutes; and

WHEREAS, the City Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper and should be approved and adopted.

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

SECTION 1. There is hereby approved, adopted and levied for the tax year 2024 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Seagoville, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of \$0.710932 on each One Hundred Dollars (\$100) assessed valuation of taxable property, which consists of two components each one of which is separately approved by the Council as follows:

- (a) 0.085719 per One Hundred Dollars (\$100) of taxable value, the rate that, if applied to the total taxable value, will impose the total amount published under Section 26.04(e)(3)(C) of the Texas Property Tax Code (Tax Code), less any amount of additional sales and use tax revenue that will be used to pay debt service; and

- (b) 0.625213 per One Hundred Dollars (\$100) taxable value, the rate that, if applied to the total taxable value, will impose the amount of taxes needed to fund maintenance and operation expenditures of the City for the coming year.

SECTION 2. City of Seagoville ADOPTED A TAX RATE THAT WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 5.78 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$-7.67.

SECTION 3. All ad valorem taxes shall become due and payable on October 1, 2024, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2025. There shall be no discount for payment of taxes prior to February 1, 2025. A delinquent tax shall incur all penalty and interest authorized by law, to wit:

- (a) A penalty of six percent (6%) on the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent.
- (b) Provided, however, a tax delinquent on July 1, 2025, incurs a total penalty of twelve percent (12%) of the amount of delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at the rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes for the year 2024 and taxes for all future years that become delinquent on or after February 1 but not later than May 1, that remain delinquent on July 1 of the year in which they become delinquent, incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and 33.07, as amended. Taxes assessed against tangible personal property for the year 2024 and for all future years that become delinquent on or after February 1 of a year incur an additional penalty on the later of the date the personal property taxes become subject to the delinquent tax attorney's contract, or 60 days after the date the taxes become delinquent, such penalty to be in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 33.11. Taxes for the year 2024 and taxes for all future years that remain delinquent on or after June 1 under Texas Property Tax Code Sections 26.07(f), 26.15(e), 31.03, 31.031, 31.032 or 31.04 incur an additional penalty in the amount of twenty percent (20%) of taxes, penalty and interest due, pursuant to Texas Property Tax Code Section 6.30 and Section 33.08, as amended.

SECTION 3. The Dallas and Kaufman County Tax Assessors/Collectors are hereby authorized to assess and collect the taxes of the City of Seagoville, Texas.

SECTION 4. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 5. The tax rolls as presented to the City Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 6. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 7. All ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 8. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

UPON CALLING FOR A VOTE FOR APPROVAL OF THIS ORDINANCE, THE MEMBERS OF THE CITY COUNCIL VOTED AS FOLLOWS:

	Aye	Nay
Lackey Stepper Sebastian, Mayor (only in event of tie)		
Rick Howard, Councilmember-Place 1		
Jose Hernandez, Councilmember – Place 2		
Harold Magill, Councilmember – Place 3		
Allen Grimes, Councilmember –Place 4		
Jon Epps, Councilmember – Place 5		

WITH ___ VOTING “AYE” AND ___ VOTING “NAY”, AND AT LEAST 60% OF THE MEMBERS OF THE GOVERNING BODY VOTING IN FAVOR OF THE

ORDINANCE, THIS ORDINANCE IS DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THE 16TH DAY OF SEPTEMBER 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney



TO: Mayor and City Council
FROM: Kirk McDaniel, Director of Economic Development
DATE: September 16, 2024
ITEM: 16
DESCRIPTION: Discuss and consider approval of a reimbursement agreement between the City and Meritage Homes of Texas, LLC for the reimbursement of public improvement costs within Improvement Area #2 of the Stonehaven Public Improvement District.

INTRODUCTION

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

BACKGROUND

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 #2 costs to the assessed area. All revenue received and collected by the City from the collection of the Improvement Area #2 Assessments shall be deposited first for the payment of debt service on Improvement Area #2 assessment revenue bonds issued with a pledge of such Improvement Area #2 Assessment Revenue in accordance with a trust indenture relating to such Future Improvement Area #2 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.

ATTACHMENTS

1. Resolution
2. Reimbursement Agreement

**CITY OF SEAGOVILLE, TEXAS STONEHAVEN PUBLIC IMPROVEMENT
DISTRICT IMPROVEMENT AREA #2
REIMBURSEMENT AGREEMENT**

This City of Seagoville, Texas Stonehaven Public Improvement District Improvement Area #2 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, the City Council approved the creation of 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, a purpose of the District is to finance certain public 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 certain property within Improvement Area #2 of 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, as amended (the “Development Agreement”); and

WHEREAS, the District Property is being developed in phases (each an “Improvement Area”) by the Developer and special assessments shall be levied for public improvements within Improvement Area #2 of the District (the “Improvement Area #2 Assessments”). The Improvement Area #2 Assessments will be levied against the properties within Improvement Area #2 of the District that will be benefited by the Improvement Area #2 Improvements (the “Improvement Area #2 Assessed Property”) in order to pay the costs of Improvement Area #2 Improvements that confer a special benefit on the Improvement Area #2 Assessed Property; and

WHEREAS, the City Council intends to pass and approve an ordinance (the “Assessment Ordinance”) which, among other things, shall approve the final Service and Assessment Plan and any amendments thereto, (including the Improvement Area #2 Assessment Roll), and shall levy Improvement Area #2 Assessments on property within Improvement Area #2 of the District, and shall establish the dates upon which collection of such Improvement Area #2 Assessments will begin; and

WHEREAS, the Service and Assessment Plan shall identify the Actual Costs of the Improvement Area #2 Improvements (plus financing costs as set forth in the Service and Assessment Plan) (the “Improvement Area #2 Improvement Costs”) that are to be assessed against the Improvement Area #2 Assessed Property; and

WHEREAS, the Service and Assessment Plan shall allocate the Improvement Area #2 Improvements Costs to Improvement Area #2 Assessed Property; and

WHEREAS, the Improvement Area #2 Assessments will be reflected on an Improvement Area #2 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 #2 Assessments (the “Improvement Area #2 Assessment Revenue”) shall be deposited first for the payment of debt service on Improvement Area #2 assessment revenue bonds issued with a pledge of such Improvement Area #2 Assessment Revenue (the “Future Improvement Area #2 Bonds”) in accordance with a trust indenture relating to such Future Improvement Area #2 Bonds (the “Bond Indenture”) and to and second, into a separate fund of the City (the “Improvement Area #2 Assessment Fund”) established for the District, that is separate from all other funds of the City and

WHEREAS, the Improvement Area #2 Assessment Revenue deposited into the Improvement Area #2 Assessment Fund shall be used to reimburse Developer and its assigns for the Improvement Area #2 Improvements Costs advanced in a principal amount as set forth in the Service and Assessment Plan but not to exceed \$6,125,000; and

WHEREAS, the obligations of the City to use the Improvement Area #2 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 #2 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 \$6,125,000 (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 #2 Assessment Fund.” The Reimbursement Amount is payable from Improvement Area #2 Assessment Revenue to be deposited in the Improvement Area #2 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 #2 Assessment Revenue received and collected by the City and deposited into Improvement Area #2 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 #2 Bonds”) issued by the City in accordance with the terms of the Development Agreement and secured by the Improvement Area #2 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above.
 - b. The Improvement Area #2 Assessment Revenue shall be received, collected and deposited into the Improvement Area #2 Assessment Fund, subject to the following limitations:
 - i. Calculation of the Improvement Area #2 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 #2 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 #2 Assessments for a Lot or Parcel 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 #2 Bonds, or (iii) in the event the Future Improvement Area #2 Bonds are not issued, until the Reimbursement Amount is paid 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 \$6,125,000 plus interest for the time period as both are set forth in the Service and Assessment Plan, from the Improvement Area #2 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 #2 Improvements have reached final completion and have been dedicated to the City and at the rate set forth in the Service and Assessment Plan which rate shall 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 #2 Bonds for the payment of the Improvement Area #2 Improvement Costs, the Improvement Area #2 Assessments shall bear interest at the rate of the Future Improvement Area #2 Bonds plus additional interest as set forth in the Service and Assessment Plan, and interest on the Improvement Area #2 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 #2 Assessment Revenue received and collected by the City and deposited into the Improvement Area #2 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 #2 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 #2 Assessment Revenue received, collected and deposited into the Improvement Area #2 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 #2 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 #2 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 #2 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 #2 Assessment Revenue and, as a result, is unable to make transfers from the Improvement Area #2 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 #2 Bonds are issued to reimburse the costs of the Improvement Area #2 Improvements, the net proceeds of such Future Improvement Area #2 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 #2 Improvements and then to pay all or any portion of any Improvement Area #2 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 #2 Improvement Costs as set forth in the Service and Assessment Plan. If the Improvement Area #2 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 #2 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 #2 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 #2 Improvement Costs that are not part of the Improvement Area #2 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 #2 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 #2 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 #2 Bonds, payment of the Improvement Area #2 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 #2 Bonds, payment of the Improvement Area #2 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 29 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 #2 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 #2 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 #2 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 #2 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 #2 Improvement and, upon completion, inspection and acceptance, convey each such Improvement Area #2 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 #2 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 #2 Improvements, required in connection with the development of the land within the PID.
12. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #2 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.
13. 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 #2 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.
14. 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.
15. 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

16. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Improvement Area #2 Assessments contrary to the provisions of the PID Act.
17. 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 #2 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.
18. **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 #2 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.**
19. To the extent there is a conflict between this Reimbursement Agreement and an Indenture securing the Future Improvement Area #2 Bonds issued to reimburse the costs of the Improvement Area #2 Improvements, the Indenture securing such Future Improvement Area #2 Bonds shall control as the provisions relate to the Improvement Area #2 Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Development Agreement, this Reimbursement Agreement shall control.

20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

26. The term of this Reimbursement Agreement is the earlier of (i) the expiration of the Improvement Area #2 Assessments as set forth in the SAP, (ii) until the Unpaid Balance is paid in full in accordance herewith, (iii) the issuance of one or more series of Improvement Area #2 Bonds to fund, Reimbursement Obligation, as reduced by payments made pursuant to Section 3 herein, or (iv) termination pursuant to an Event of Default under this Agreement or under the Development Agreement. 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 #2 Improvements that have been previously 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 #2 Improvements.
27. Any amounts or remedies due pursuant to this Reimbursement Agreement are not subject to acceleration.
28. Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Developer effectuates a Transfer of its rights to the Unpaid Balance pursuant to Section 7 herein to a Transferee:
 - i. within 30 days after the effective date of any such Transfer, the Developer must provide written notice of same to the City;
 - ii. the notice must describe the extent to which any rights or benefits under this Agreement have been Transferred;
 - iii. the notice must state the name, mailing address, and telephone contact information of the Transferee;
 - iv. the notice must be signed by a duly authorized person representing the Developer
29. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Reimbursement Agreement. As used in such verifications, "affiliate" means 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. Liability for breach of any such verification during the term of this Reimbursement Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Reimbursement Agreement, notwithstanding anything in this Reimbursement Agreement to the contrary.

- a. ***Not a Sanctioned Company.*** The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation 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.
 - b. ***No Boycott of Israel.*** 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 will not boycott Israel during the term of this Reimbursement Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
 - c. ***No Discrimination Against Firearm Entities.*** 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 against a firearm entity or firearm trade association during the term of this Reimbursement Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
 - d. ***No Boycott of Energy Companies.*** 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.
30. The Developer will provide a completed and notarized Form 1295 generated by the Texas Ethics Commission's electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission (a "Form 1295"), in connection with entry into this Agreement. Upon receipt of the Developer's Form 1295, the City agrees to acknowledge the Developer's Form 1295 through its electronic filing application. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, the City is not responsible for the information contained in the Developer's Form 1295 and the City has not verified such information.
31. This Agreement shall be governed by the laws of the State of Texas.
32. This Agreement may not be assigned to an out-of-state issuer of debt and the City shall not participate in any third-party financing relating to the Assessment Revenues received by the Developer pursuant to this Agreement.

33. If requested by the Texas Attorney General, the Developer will file a standing letter addressing the representations made in Section 26 of this Agreement in a form acceptable to the Texas Attorney General.

[SIGNATURE PAGES TO FOLLOW]

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

ATTEST:

CITY OF SEAGOVILLE

Interim 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 #2 Improvements	Principal Amount of Assessment Levied	Interest Rate	Assessment Levy Date	Annual Reimbursement Amount	Reimbursement Cap



TO: Mayor and City Council

FROM: Kirk McDaniel, Director of Economic Development

DATE: September 16, 2024

ITEM: 17

DESCRIPTION: Discuss and consider an Ordinance approving a service and assessment plan and assessment roll for the Stonehaven Public Improvement 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 the method of assessment and the payment of the assessments; providing penalties and interest on delinquent assessments; providing for severability and providing an effective date.

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

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 #2 of the District, and the Assessment Roll attached thereto, was prepared and subsequently accepted by Resolution of the City Council on August 19, 2024. 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 Plan and the proposed Assessment Roll on property within Improvement Area #2 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.

ATTACHMENTS

1. Ordinance
2. Service and Assessment Plan and Assessment Roll

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL 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 THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; 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 County Central Appraisal District and Dallas Central Appraisal District, 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, on August 30, 2020, the City Council accepted the Petition and called a public hearing for September 20, 2021, on the creation of the District and the advisability of the improvements; and

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

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

WHEREAS, on September 20, 2021, the City Council approved by Resolution the creation of the “Stonehaven Public Improvement District” within the City; and

WHEREAS, the City Council received an Amended and Restated Petition to Increase the Estimated Costs of the Improvements for the Stonehaven Public Improvement District (the “Amended Petition”) requesting the City to approve an amended creation resolution to increase the costs of the public improvements to be constructed in the District in phases for which

assessments have not been levied from Meritage Homes of Texas, LLC and GRBK Edgewood, LLC, the record owners of taxable real property representing one hundred percent (“100%”) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Dallas County) in the District and the record owners of taxable real property that constitute 100% of all of the area of all taxable real property that is liable for assessment in the District; and

WHEREAS, on November 6, 2023 the City Council accepted the Petition and called a public hearing for December 4, 2023, on the amended creation of the District and the advisability of the improvements; and

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

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on December 4, 2023; and

WHEREAS, on December 4, 2023, the City approved an Amended and Restated Creation Resolution; and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of an amended and restated Service and Assessment Plan (the “Service and Assessment Plan”) for the financing of certain public improvements within Improvement Area #2 of the District (the “Improvement Area #2 Improvements”) and an assessment roll for Improvement Area #2 of the District (the “Assessment Roll”) that states the assessment against each parcel of land within Improvement Area #2 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 #2 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 in 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 in Improvement Area #2 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 7:00 p.m. on the 16th day of September, 2024, 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 #2 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 City wishes to levy assessments on the property within the District for the Improvement Area #2 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 #2 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 #2 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 #2 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 #2 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 #2 Improvements;

- c. The Service and Assessment Plan apportions the costs of the Improvement Area #2 Improvements to be assessed against each Improvement Area #2 Assessed Property in Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to each Improvement Area #2 Assessed Property because of the Improvement Area #2 Improvements.
- d. All of the real property in Improvement Area #2 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 #2 Improvements proposed to be provided through the District in the Service and Assessment Plan, and each parcel of real property in Improvement Area #2 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 #2 of Authorized 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 #2 Improvements and Annual Collection Costs 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 #2 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 #2 Annual Installments, interest and penalties on delinquent Assessments and delinquent Improvement Area #2 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 #2 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 #2 Improvements 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 #2 Improvements within the District.

Section 6. Levy and Payment of Assessments for Costs of Authorized Improvements.

- a. The City Council hereby levies Assessments on each Improvement Area #2 Assessed Property located within Improvement Area #2 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 #2 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 Improvement Area #2 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 #2 Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.
- g. The Annual Collection Costs for Improvement Area #2 Assessed Properties 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 #2 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 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 Improvement Area #2 Assessed Property intend for the obligations, covenants and burdens on the owners of Assessed Property, including without limitation such owner's obligations related to payment of the Assessments and the Improvement Area #2 Annual Installments, to constitute a covenant running with the land. The Assessments and the Improvement Area #2 Annual Installments levied hereby shall be binding upon the Improvement Area #2 Assessed Property, and the owners of Improvement Area #2 Assessed Properties, 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 Administrative Expense.
- 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 Administrative Expense.

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 this 16th day of September, 2024.

Lackey Stepper Sebastian
Mayor, City of Seagoville

ATTEST:

Sara Egan
City Secretary, City of Seagoville

THE 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, Texas, 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



STONEHAVEN
PUBLIC IMPROVEMENT DISTRICT
2024 AMENDED AND RESTATED SERVICE AND ASSESSMENT
PLAN

SEPTEMBER 16, 2024

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INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated 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 2024 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2024 Amended and Restated 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 K-1** and depicted on **Exhibit A-1**.

On July 3, 2023, the City Council approved the Service and Assessment Plan for the District by adopting Ordinance No. 18-2023, which approved the levy of Assessments for Assessed Property within the District and approved the Improvement Area #1 Assessment Roll.

On September 16, 2024, the City Council approved this 2024 Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. [REDACTED], which serves to amend and restate the Service and Assessment Plan, in its entirety for the purposes of (1) updating the Improvement Area #1 Assessment Roll; (2) identifying the Improvement Area #2 Authorized Improvements to be provided by the District; (3) identifying the costs of the Improvement Area #2 Authorized Improvements; (4) identifying the indebtedness to be incurred for the Improvement Area #2 Authorized Improvements, and the manner of assessing the Improvement Area #2 Assessed Property for the costs of the Improvement Area #2 Authorized Improvements; (5) levying the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property; and (6) approving the Improvement Area #2 Assessment Roll.

The PID Act requires a service plan to (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**. The Improvement Area #2 Assessment Roll is included as **Exhibit G-1**.

SECTION I: DEFINITIONS

“2023 Assessment Ordinance” means Ordinance No. 18-2023 approved and adopted by the City Council on July 3, 2023, which levied the Improvement Area #1 Assessment against the Improvement Area #1 Assessed Property, and approved the Service and Assessment Plan.

“2024 Amended and Restated Service and Assessment Plan” means this Stonehaven Public Improvement District Amended and Restated Service and Assessment Plan, which replaces in its entirety the Service and Assessment Plan, as updated, amended, or supplemented from time to time.

“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 and Improvement Area #2 Reimbursement Obligation.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2024 Amended and Restated 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 2024 Amended and Restated 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 2024 Amended and Restated 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 and the Improvement Area #2 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**, as further depicted on **Exhibit I-1** and **Exhibit I-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 2024 Amended and Restated 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 K-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 E**.

“Improvement Area #1” means approximately 68.784 acres located within the District, more specifically described in **Exhibit K-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 2024 Amended and Restated Service and Assessment Plan as **Exhibit F-1**.

“Improvement Area #1 Bonds” means those certain “City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 2024 (Stonehaven Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments and expected to be issued in calendar year 2024.

“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 I-1**.

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment was levied at the time the City Council approved the 2023 Assessment Ordinance.

“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**.

“Improvement Area #2” means approximately 98.524 acres located within the District, more specifically described in **Exhibit K-3** and depicted on **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #2 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 #2; and (4) Additional Interest related to any series of PID Bonds issued to refinance all or a portion of the Improvement Area #2 Assessment, if and when issued, as shown on **Exhibit G-2**.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 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 #2

Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #2 Bonds” means those certain “City of Seagoville, Texas Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #2 Project)” that are secured by Improvement Area #2 Assessments, and anticipated to be issued in calendar year 2025.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit I-2**.

“Improvement Area #2 Initial Parcel” means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as described in **Exhibit K-3**, and depicted on **Exhibit A-3**.

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

“Improvement Area #2 Reimbursement Agreement” means that certain Reimbursement Agreement, effective August 19, 2024 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 #2 Projects, and to fund certain Actual Costs of the Improvement Area #2 Projects, and the City agrees to reimburse the Developer for Actual Costs of the Improvement Area #2 Projects paid solely from the revenue collected by the City from Improvement Area #2 Assessments, including Improvement Area #2 Annual Installments. The City anticipates that it will issue Improvement Area #2 Bonds in the future, at which time all or a portion of the Improvement Area #2 Reimbursement Obligation balance will be reduced by the amount of the bond proceeds.

“Improvement Area #2 Reimbursement Obligation” means an amount not to exceed \$6,125,000 secured by the Improvement Area #2 Assessment to be paid to the Developer pursuant to the Improvement Area #2 Reimbursement Agreement. The Annual Installments for the Improvement Area #2 Reimbursement Obligation are shown on **Exhibit G-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 E**.

“**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 in **Appendix B**.

“**Lot Type 2**” means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 2 is attached in **Appendix B**.

“**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 J**.

“**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 78.967 acres located within the District, as more specifically described on **Exhibit K-4** and depicted on **Exhibit A-4**, to be developed as one or more future improvement areas. The Remainder Area includes all of the District save and except Improvement Area #1 and Improvement Area #2.

“Service and Assessment Plan” means the Stonehaven Public Improvement District Service and Assessment Plan approved on July 3, 2023, by Ordinance 18-2023 which is to be replaced in its entirety by this 2024 Amended and Restated Service and Assessment Plan.

“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 K-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 K-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).

Improvement Area #2 includes approximately 98.524 non-contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-3** and depicted on **Exhibit A-3**. Development of Improvement Area #2 is anticipated to include approximately 279 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 2).

The Remainder Area includes approximately 78.967 acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit K-4** and depicted on **Exhibit A-4**. Development of the Remainder Area is anticipated to include approximately 226 Lots developed with single-family homes.

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, or as otherwise noted below. 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. Improvement Area #2 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 #2.

- *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 #2.

- *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 #2.

- *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 #2.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

C. 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.

- *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.

D. Other Costs

- *Initial Administrative Fund Deposit*

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

- *Initial Deposit to Prepayment and Delinquency Fund*

Equals the amount necessary to fund the first year’s Prepayment and Delinquency fund 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 Service Plan for Improvement Area #1 and Improvement Area #2. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated 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 each year in an Annual Service Plan Update and as necessary to reflect any budget revisions at the time the 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 and Apportioned 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 2024 Amended and Restated 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 and Apportioned 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 have been 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. At the time of the levy of the Improvement Area #1 Assessment, the Improvement Area #1 Initial Parcel was the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel was allocated 100% of the Improvement Area #1 Projects.
- The costs of the Improvement Area #2 Projects shall be allocated to each Parcel within Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property. Currently, the Improvement Area #2 Initial Parcel is the only Parcel within Improvement Area #2, and as such, the Improvement Area #2 Initial Parcel is allocated 100% of the Improvement Area #2 Projects.

B. Assessments

Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Annual Installments for Improvement Area #1 are shown on **Exhibit F-2** and are subject to revisions made in any Annual Service Plan Update.

The Improvement Area #2 Assessment will be levied on the Improvement Area #2 Initial Parcel in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of the Improvement Area #2 Initial Parcel, the Improvement Area #2 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 and Lot Type 2, respectively, 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;
 - At the time of the Service and Assessment Plan, the Improvement Area #1 Initial Parcel was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equals \$6,840,000;
 - 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 acknowledged 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 2023 Assessment Ordinance; (2) the Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

▪ *Improvement Area #2*

- The costs of the Improvement Area #2 Projects equal \$9,648,929 as shown on **Exhibit B**;
- The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Cost of the Improvement Area #2 Projects;
- The Improvement Area #2 Initial Parcel will be allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Projects, which equals \$6,125,000 as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**;
- The special benefit (\geq \$9,648,929) received by the Improvement Area #2 Initial Parcel from the Improvement Area #2 Projects is equal to or greater than the amount of the Improvement Area #2 Assessment (\$6,125,000) levied on the Improvement Area #2 Initial Parcel for the Improvement Area #2 Projects; and
- At the time the City Council approved this 2024 Amended and Restated Service and Assessment Plan, the Developer owned 100% of the Improvement Area #2 Initial Parcel. The Developer acknowledged that the Improvement Area #2 Projects confer a special benefit on the Improvement Area #2 Initial Parcel and consented to the imposition of the Improvement Area #2 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) this 2024 Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #2 Assessment on the Improvement Area #2 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 Improvement Area #1 Bonds are issued. Upon the issuance of Improvement Area #1 Bonds, the interest on the Assessments will adjust to the rate on the Improvement Area #1 Bonds plus Additional Interest.

The interest on the Improvement Area #2 Assessment securing the Improvement Area #2 Reimbursement Obligation shall be collected at rates established under the Improvement Area #2 Reimbursement Agreement as part of the Improvement Area #2 Annual Installment pursuant to the Improvement Area #2 Reimbursement Agreement, which will not include Additional Interest unless and until Improvement Area #2 Bonds are issued. Upon the issuance of Improvement Area #2 Bonds, the interest on the Assessments will adjust to the rate on the Improvement Area #2 Bonds plus Additional Interest.

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 and Lot Type 2 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 and Lot Type 2 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 or concurrently with 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 J**.

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 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; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

For purposes of Prepayments, the Improvement Area #1 Reimbursement Obligation and Improvement Area #2 Reimbursement Obligation are and will remain subordinated to (i) any PID Bonds secured by a parity lien on the Improvement Area #1 Assessments or Improvement Area #2 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation or Improvement Area #2 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, and **Exhibit G-2** shows the estimated Improvement Area #2 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 Assessment and Improvement Area #2 Assessment shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

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 2024 Amended and Restated 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. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

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.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 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 2024 Amended and Restated 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 closing 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 2024 Amended and Restated 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 2024 Amended and Restated 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 2024 Amended and Restated 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 2024 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated 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 2024 Amended and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated 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 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the Lot Types with 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 2024 Amended and Restated 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 2024 Amended and Restated 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.

SECTION IX: ADDITIONAL INFORMATION

The following information will serve as the Annual SAP Update for Improvement Area #1.

PARCEL SUBDIVISION

The final plat of Stonehaven Phase 1, attached hereto as **Exhibit H**, was filed and recorded with the County on April 24, 2024, and consists of 155 residential Lots and 10 Lots of Non-Benefitted Property. This final plat has not yet been assigned Property IDs by the Dallas Central Appraisal District. For billing purposes, the entire Annual Installment due 1/31/2025 shall be allocated to the Initial Parcel.

See **Exhibit A-5** for the Improvement Area #1 Lot Type classification map.

LOT AND HOME SALES

Improvement Area #1

Per the Developer, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: 149 Lots
- Homebuilder Owned:
 - Lot Type 1: 155 Lots
- End-User Owner:
 - Lot Type 1: 0 Lots

See **Appendix B** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Per the Developer, the Authorized Improvements listed in this 2024 Amended and Restated Service and Assessment Plan for Improvement Area #1 are currently under construction and projected to be completed in September of 2024. The budget for the Authorized Improvements is as shown in the table below.

Authorized Improvement Budget				
Authorized Improvements	Budget	Spent to Date	Percent of Budget Spent	Anticipated Completion Date
Improvement Area #1 Improvements				
Streets	\$ 4,832,038.00	\$ 4,368,302.43	90.40%	September 2024
Sanitary Sewer	\$ 1,166,617.00	\$ 1,215,178.71	104.16%	September 2024
Storm Drainage	\$ 1,378,584.00	\$ 1,498,404.27	108.69%	September 2024
Water	\$ 1,357,083.00	\$ 1,233,180.12	90.87%	September 2024
Soft Costs	\$ 873,500.00	\$ 1,397,549.23	159.99%	September 2024
Total	\$ 9,607,822.00	\$ 9,712,614.76	101.09%	

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$6,818,229.00.

ANNUAL INSTALLMENT DUE 1/31/2025

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$507,704.98.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$40,404.00.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	\$ 30,600.00
City Auditor	\$ 500.00
Filing Fees	\$ 500.00
City Administrative Fee	\$ 3,000.00
County Collection	\$ 304.00
Draw Request Review	\$ 5,000.00
Miscellaneous	\$ 500.00
Total Annual Collection Costs	\$ 40,404.00

Improvement Area #1		
Due January 31, 2025		
Principal	\$	103,384.00
Interest	\$	404,320.98
Annual Collection Costs	\$	40,404.00
Total Annual Installment Due	\$	548,108.98

Please contact P3Works for the pay period for Improvement Area #1. See **Exhibit F-2** for the reimbursement schedule for Improvement Area #1.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

No full prepayments of Assessments have occurred within Improvement Area #1.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No partial prepayments of Assessments have occurred within Improvement Area #1.

EXHIBITS

The following Exhibits are attached to and made a part of this 2024 Amended and Restated 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 Improvement Area #2
Exhibit A-4	Map of Remainder Area
Exhibit A-5	Improvement Area #1 Lot Type Classification Map
Exhibit A-6	Improvement Area #2 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-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H	Stonehaven Phase 1 Final Plat
Exhibit I-1	Maps of Improvement Area #1 Improvements
Exhibit I-2	Maps of Improvement Area #2 Improvements
Exhibit J	Form of Notice of Assessment Termination
Exhibit K-1	District Boundary Description
Exhibit K-2	Improvement Area #1 Boundary Description
Exhibit K-3	Improvement Area #2 Boundary Description
Exhibit K-4	Remainder Area Boundary Description

APPENDICES

The following Appendices are attached to and made a part of this 2024 Amended and Restated 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

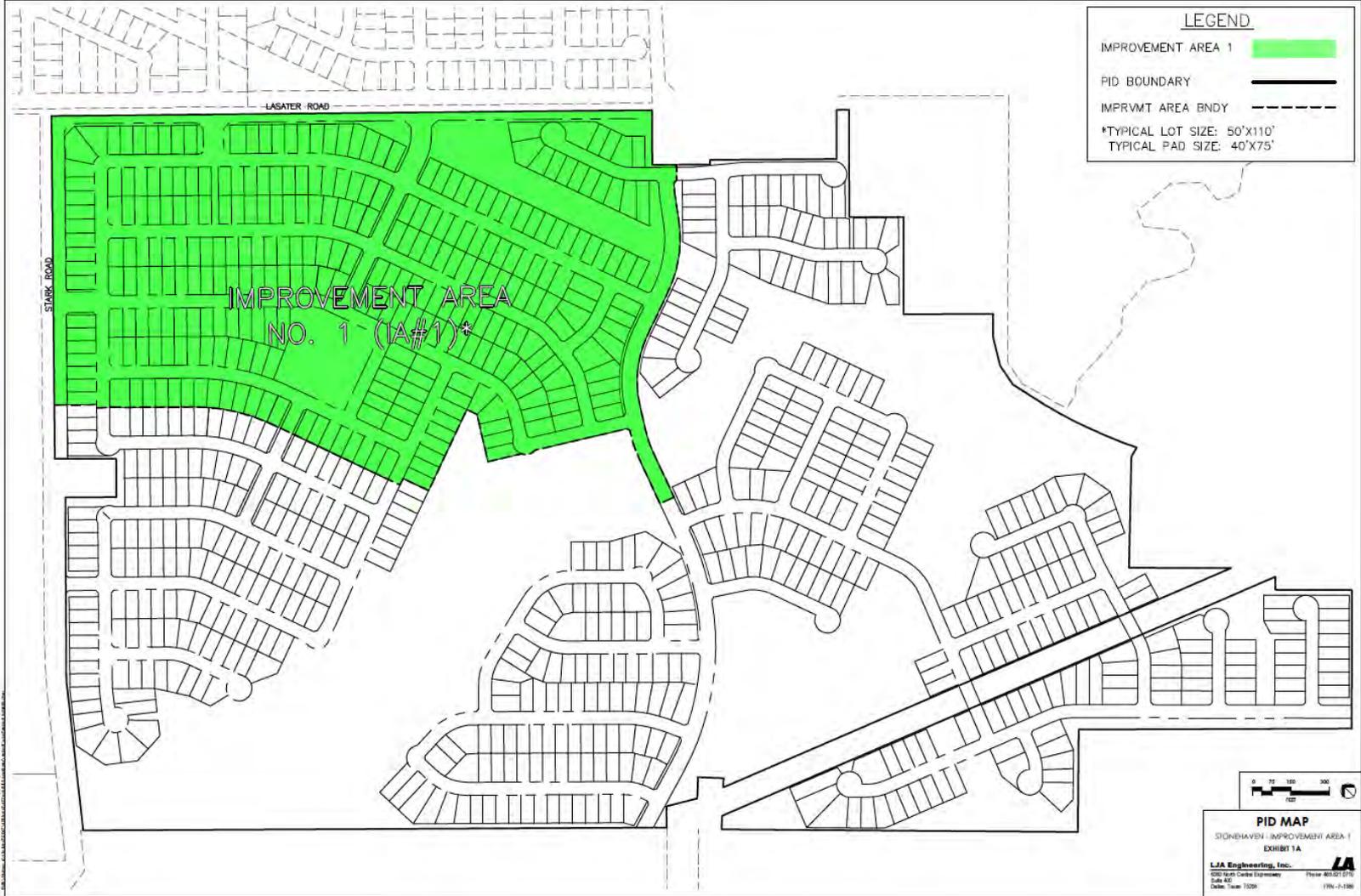


EXHIBIT A-3 – MAP OF IMPROVEMENT AREA #2



EXHIBIT A-4 – MAP OF REMAINDER AREA

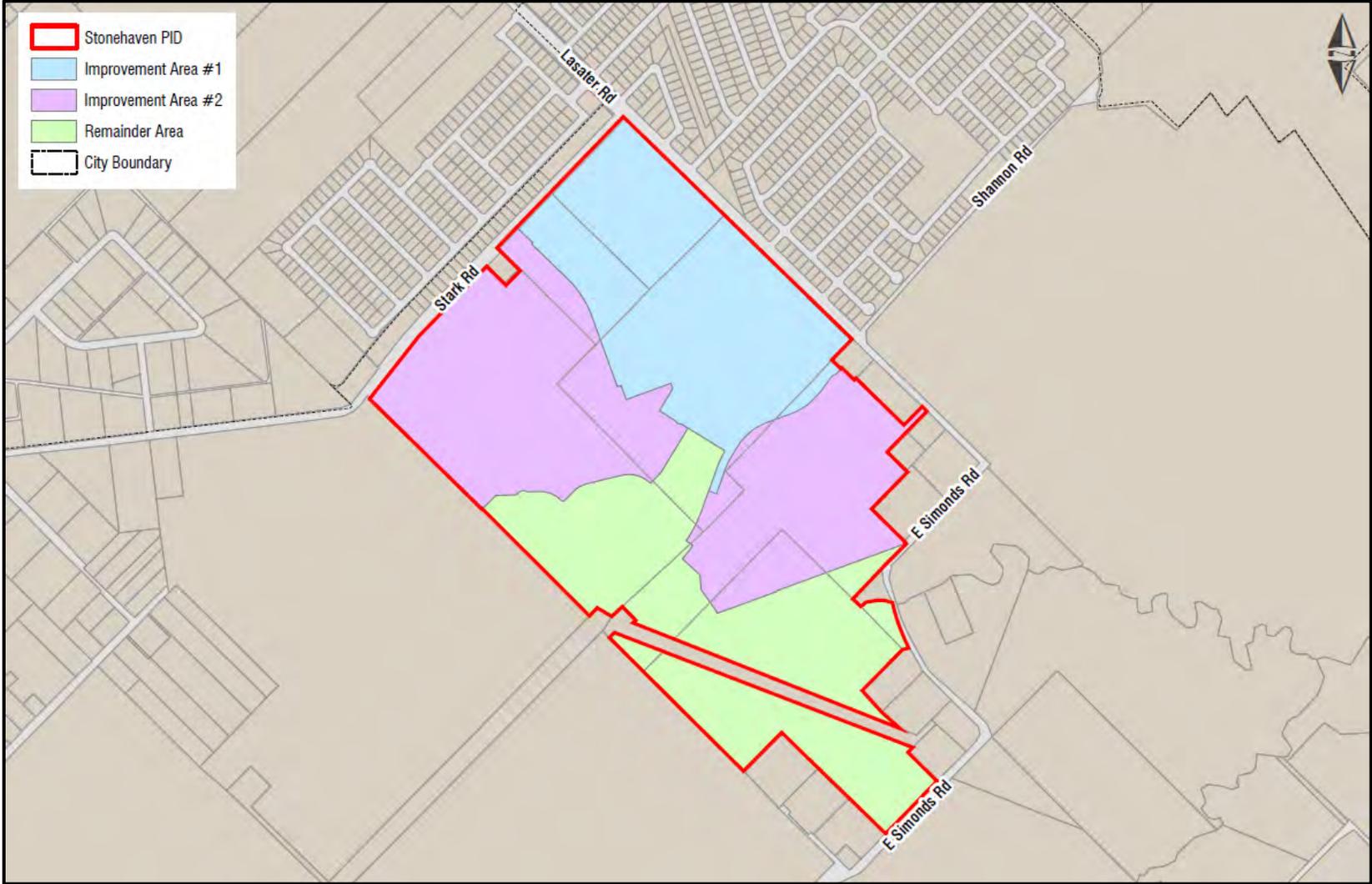


EXHIBIT A-5 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICATION MAP



EXHIBIT A-6 - IMPROVEMENT AREA #2 LOT TYPE CLASSIFICATION



EXHIBIT B – PROJECT COSTS

	Total	Privately Funded	Authorized Improvements	Improvement Area #1 % Cost	Improvement Area #2 % 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 ^[c]	1,922,500	1,922,500	-	0.00%	-
	<u>\$ 17,487,464</u>	<u>\$ 17,487,464</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Improvement Area #1 Improvements</i> ^[b]					
Streets	\$ 4,832,038	\$ -	\$ 4,832,038	100.00%	\$ -
Sanitary Sewer	1,166,617	-	1,166,617	100.00%	-
Storm Drainage	1,378,584	-	1,378,584	100.00%	-
Water	1,357,083	-	1,357,083	100.00%	-
Soft Costs ^[c]	873,500	-	873,500	100.00%	-
	<u>\$ 9,607,822</u>	<u>\$ -</u>	<u>\$ 9,607,822</u>	<u>\$ 9,607,822</u>	<u>\$ -</u>
<i>Improvement Area #2 Improvements</i> ^[b]					
Streets	\$ 4,189,937	\$ -	\$ 4,189,937	0.00%	\$ 4,189,937
Sanitary Sewer	1,081,087	-	1,081,087	0.00%	1,081,087
Storm Drainage	1,285,922	-	1,285,922	0.00%	1,285,922
Water	1,213,571	-	1,213,571	0.00%	1,213,571
Soft Costs ^[c]	777,500	-	777,500	0.00%	777,500
	<u>\$ 8,548,017</u>	<u>\$ -</u>	<u>\$ 8,548,017</u>	<u>\$ -</u>	<u>\$ 8,548,017</u>
<i>Private Improvements</i> ^[d]					
Streets	\$ 3,208,541	\$ 3,208,541	\$ -	0.00%	\$ -
Sanitary Sewer	6,945,544	6,945,544	-	0.00%	-
Storm Drainage	773,821	773,821	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-
Retaining Walls	1,352,970	1,352,970	-	0.00%	-
Miscellaneous Items	241,273	241,273	-	0.00%	-
Landscaping	3,678,700	3,678,700	-	0.00%	-
Soft Costs ^[c]	1,811,500	1,811,500	-	0.00%	-
	<u>\$ 19,921,061</u>	<u>\$ 19,921,061</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Bond Issuance Costs</i> ^[f]					
Debt Service Reserve Fund	\$ 981,787	\$ -	\$ 981,787	\$ 512,750	\$ 469,037
Underwriter's Discount	259,300	-	259,300	136,800	122,500
Underwriter's Counsel	129,650	-	129,650	68,400	61,250
Cost of Issuance	842,725	-	842,725	444,600	398,125
	<u>\$ 2,213,462</u>	<u>\$ -</u>	<u>\$ 2,213,462</u>	<u>\$ 1,162,550</u>	<u>\$ 1,050,912</u>
<i>Other Costs</i>					
Initial Deposit to Administrative Fund	\$ 80,000	\$ -	\$ 80,000	\$ 40,000	\$ 40,000
Initial Deposit to Prepayment and Delinquency Fund	20,000	-	20,000	10,000	10,000
	<u>\$ 100,000</u>	<u>\$ -</u>	<u>\$ 100,000</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>
Total	\$ 57,877,825	\$ 37,408,524	\$ 20,469,301	\$ 10,820,372	\$ 9,648,929

Footnotes:

- [a] Major Improvements are to be privately funded by the Developer and are not reimbursable from Assessments or PID Bonds.
- [b] Costs per Engineer's Report dated April 2023.
- [c] Soft Costs include overall contingencies.
- [d] Costs per Engineer's Report dated April 2024.
- [e] Non-reimbursable to Developer from Assessments or PID Bonds.
- [f] Bond Issuance Costs are estimates only and are subject to change at the time of issuance.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ 103,384.00	\$ 108,699.00	\$ 114,313.00	\$ 120,242.00	\$ 126,507.00
Interest		404,320.98	398,190.30	391,744.46	384,965.70	377,835.34
	(1)	\$ 507,704.98	\$ 506,889.30	\$ 506,057.46	\$ 505,207.70	\$ 504,342.34
Annual Collection Costs	(2)	\$ 40,404.00	\$ 41,212.08	\$ 42,036.32	\$ 42,877.05	\$ 43,734.59
Total Annual Installment^[a]	(3) = (1) + (2)	\$ 548,108.98	\$ 548,101.38	\$ 548,093.78	\$ 548,084.75	\$ 548,076.93

Footnotes:

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

		Improvement Area #2				
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #2 Reimbursement Obligation</i>						
Principal		\$ 70,911.83	\$ 75,521.10	\$ 80,429.97	\$ 85,657.92	\$ 91,225.69
Interest		398,125.00	393,515.73	388,606.86	383,378.91	377,811.15
	(1)	\$ 469,036.83	\$ 469,036.83	\$ 469,036.83	\$ 469,036.83	\$ 469,036.83
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)	\$ 509,036.83	\$ 509,836.83	\$ 510,652.83	\$ 511,485.15	\$ 512,334.12

Footnotes:

[a] Additional Interest to be added to Total Annual Installment upon issuance of PID Bonds to pay for or reimburse all or a portion of the Improvement Area #2 Reimbursement Obligation.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	Improvement Area #1	Improvement Area #2	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
Reimbursement Obligation - Improvement Area #2	-	-	6,125,000	6,125,000
Developer Contribution - Improvement Area #2 ^[a]	-	-	3,523,929	3,523,929
Developer Contribution - Private Improvements ^[a]	19,921,061	-	-	19,921,061
Developer Contribution - Major Improvements ^[a]	17,487,464	-	-	17,487,464
Total Sources	\$ 37,408,524	\$ 10,820,372	\$ 9,648,929	\$ 57,877,825
Uses of Funds				
Major Improvements	\$ 17,487,464	\$ -	\$ -	\$ 17,487,464
Improvement Area #1 Improvements	-	9,607,822	-	9,607,822
Improvement Area #2 Improvements	-	-	8,548,017	8,548,017
Private Improvements	19,921,061	-	-	19,921,061
	\$ 37,408,524	\$ 9,607,822	\$ 8,548,017	\$ 55,564,363
<i>Bond Issuance Costs^[b]</i>				
Debt Service Reserve Fund	\$ -	\$ 512,750	\$ 469,037	\$ 981,787
Underwriter's Discount	-	136,800	122,500	259,300
Underwriter's Counsel	-	68,400	61,250	129,650
Cost of Issuance	-	444,600	398,125	842,725
	\$ -	\$ 1,162,550	\$ 1,050,912	\$ 2,213,462
<i>Other Costs^[b]</i>				
Initial Deposit to Administrative Fund	\$ -	\$ 40,000	\$ 40,000	\$ 80,000
Initial Deposit to Prepayment and Delinquency Fund	-	10,000	10,000	20,000
	\$ -	\$ 50,000	\$ 50,000	\$ 100,000
Total Uses	\$ 37,408,524	\$ 10,820,372	\$ 9,648,929	\$ 57,877,825

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 and Improvement Area #2 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 ^[a]	Estimated Buildout Value ^[a]		Assessment		Average Annual Installment ^[b]		PID TRE ^[b]
		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
<i>Improvement Area #1 Subtotal</i>	304		\$ 109,106,208		\$ 6,840,000		\$ 548,505	\$ 0.5027
<i>Improvement Area #2</i>								
Lot Type 2 (50')	279	\$ 373,402	\$ 104,179,158	\$ 21,953	\$ 6,125,000	\$ 1,902	\$ 530,575	\$ 0.5093
<i>Improvement Area #2 Subtotal</i>	279		\$ 104,179,158		\$ 6,125,000		\$ 530,575	\$ 0.5093
Total	583		\$ 213,285,366.00		\$ 12,965,000.00			

Footnotes:

[a] Per information provided by the Developer.

[b] Includes estimated future Additional Interest.

EXHIBIT F-1 –IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2025
65054142010100000	Improvement Area #1 Initial Parcel	\$ 730,372.77	\$ 58,713.76
65054142010110000	Improvement Area #1 Initial Parcel	\$ 956,124.35	\$ 76,861.65
65054142010120000	Improvement Area #1 Initial Parcel	\$ 2,939,020.03	\$ 236,264.18
65054142510150000	Improvement Area #1 Initial Parcel	\$ 2,192,711.85	\$ 176,269.39
Total		\$ 6,818,229.00	\$ 548,108.98

Footnotes:

[a] The final plat of Stonehaven Phase 1 has not yet been assigned Property IDs by the Dallas Central Appraisal District. For billing purposes, the Annual Installment due 1/31/2025 shall be allocated to the Improvement Area #1 Initial Parcel. The entire Improvement Area #1 Initial Parcel is contained within Property IDs 65054142010100000, 65054142010110000, 65054142010120000, and 65054142510150000 and shall be allocated pro rata based on acreage.

EXHIBIT F-2 –IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest ^[a]		
2025	\$ 103,384	\$ 404,321	\$ 40,404	\$ 548,109
2026	\$ 108,699	\$ 398,190	\$ 41,212	\$ 548,101
2027	\$ 114,313	\$ 391,744	\$ 42,036	\$ 548,094
2028	\$ 120,242	\$ 384,966	\$ 42,877	\$ 548,085
2029	\$ 126,507	\$ 377,835	\$ 43,735	\$ 548,077
2030	\$ 133,125	\$ 370,333	\$ 44,609	\$ 548,068
2031	\$ 140,119	\$ 362,439	\$ 45,501	\$ 548,060
2032	\$ 147,509	\$ 354,130	\$ 46,411	\$ 548,051
2033	\$ 155,319	\$ 345,383	\$ 47,340	\$ 548,042
2034	\$ 163,573	\$ 336,172	\$ 48,287	\$ 548,032
2035	\$ 172,298	\$ 326,473	\$ 49,252	\$ 548,023
2036	\$ 181,521	\$ 316,255	\$ 50,237	\$ 548,014
2037	\$ 191,270	\$ 305,491	\$ 51,242	\$ 548,003
2038	\$ 201,578	\$ 294,149	\$ 52,267	\$ 547,994
2039	\$ 212,476	\$ 282,195	\$ 53,312	\$ 547,983
2040	\$ 223,999	\$ 269,595	\$ 54,378	\$ 547,973
2041	\$ 236,183	\$ 256,312	\$ 55,466	\$ 547,961
2042	\$ 249,069	\$ 242,307	\$ 56,575	\$ 547,951
2043	\$ 262,696	\$ 227,537	\$ 57,707	\$ 547,940
2044	\$ 277,109	\$ 211,959	\$ 58,861	\$ 547,929
2045	\$ 292,352	\$ 195,526	\$ 60,038	\$ 547,917
2046	\$ 308,476	\$ 178,190	\$ 61,239	\$ 547,905
2047	\$ 325,532	\$ 159,897	\$ 62,464	\$ 547,893
2048	\$ 343,575	\$ 140,593	\$ 63,713	\$ 547,881
2049	\$ 362,662	\$ 120,219	\$ 64,987	\$ 547,868
2050	\$ 382,855	\$ 98,713	\$ 66,287	\$ 547,855
2051	\$ 404,220	\$ 76,010	\$ 67,613	\$ 547,843
2052	\$ 426,825	\$ 52,040	\$ 68,965	\$ 547,830
2053	\$ 450,743	\$ 26,729	\$ 70,344	\$ 547,816
Total	\$ 6,818,229	\$ 7,505,705	\$ 1,567,361	\$ 15,891,296

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. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] 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-1 - IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2025
50050050010010000	Improvement Area #2 Initial Parcel	\$ 2,000,111.42	\$ 166,225.37
65054142010100000	Improvement Area #2 Initial Parcel	\$ 417,069.03	\$ 34,661.80
65054142010120000	Improvement Area #2 Initial Parcel	\$ 1,678,285.79	\$ 139,479.07
65054142510150000	Improvement Area #2 Initial Parcel	\$ 1,252,117.07	\$ 104,061.01
65054142510080000	Improvement Area #2 Initial Parcel	\$ 777,416.68	\$ 64,609.59
Total		\$ 6,125,000.00	\$ 509,036.83

Footnotes:

[a] The entire Improvement Area #2 Initial Parcel is contained within Property IDs 50050050010010000, 65054142010100000, 65054142010120000, 65054142510150000, and 65054142510080000. For billing purposes, the Annual Installment due 1/31/2025 shall be allocated pro rata based on acreage.

EXHIBIT G-2 - IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Improvement Area #2 Reimbursement Obligation		Annual Collection	Annual
	Principal	Interest ^[a]	Costs	Installment ^[b]
2025	\$ 70,911.83	\$ 398,125.00	\$ 40,000.00	\$ 509,036.83
2026	\$ 75,521.10	\$ 393,515.73	\$ 40,800.00	\$ 509,836.83
2027	\$ 80,429.97	\$ 388,606.86	\$ 41,616.00	\$ 510,652.83
2028	\$ 85,657.92	\$ 383,378.91	\$ 42,448.32	\$ 511,485.15
2029	\$ 91,225.69	\$ 377,811.15	\$ 43,297.29	\$ 512,334.12
2030	\$ 101,808.61	\$ 353,001.34	\$ 44,163.23	\$ 498,973.19
2031	\$ 108,090.21	\$ 346,719.75	\$ 45,046.50	\$ 499,856.45
2032	\$ 114,759.37	\$ 340,050.58	\$ 45,947.43	\$ 500,757.38
2033	\$ 121,840.02	\$ 332,969.93	\$ 46,866.38	\$ 501,676.33
2034	\$ 129,357.55	\$ 325,452.40	\$ 47,803.70	\$ 502,613.66
2035	\$ 137,338.92	\$ 317,471.04	\$ 48,759.78	\$ 503,569.73
2036	\$ 145,812.73	\$ 308,997.23	\$ 49,734.97	\$ 504,544.93
2037	\$ 154,809.37	\$ 300,000.58	\$ 50,729.67	\$ 505,539.63
2038	\$ 164,361.11	\$ 290,448.84	\$ 51,744.27	\$ 506,554.22
2039	\$ 174,502.19	\$ 280,307.76	\$ 52,779.15	\$ 507,589.10
2040	\$ 185,268.98	\$ 269,540.98	\$ 53,834.73	\$ 508,644.69
2041	\$ 196,700.07	\$ 258,109.88	\$ 54,911.43	\$ 509,721.38
2042	\$ 208,836.47	\$ 245,973.49	\$ 56,009.66	\$ 510,819.61
2043	\$ 221,721.68	\$ 233,088.28	\$ 57,129.85	\$ 511,939.80
2044	\$ 235,401.90	\$ 219,408.05	\$ 58,272.45	\$ 513,082.40
2045	\$ 249,926.20	\$ 204,883.75	\$ 59,437.90	\$ 514,247.85
2046	\$ 265,346.65	\$ 189,463.31	\$ 60,626.65	\$ 515,436.61
2047	\$ 281,718.54	\$ 173,091.42	\$ 61,839.19	\$ 516,649.14
2048	\$ 299,100.57	\$ 155,709.38	\$ 63,075.97	\$ 517,885.92
2049	\$ 317,555.07	\$ 137,254.88	\$ 64,337.49	\$ 519,147.44
2050	\$ 337,148.22	\$ 117,661.73	\$ 65,624.24	\$ 520,434.19
2051	\$ 357,950.27	\$ 96,859.69	\$ 66,936.72	\$ 521,746.68
2052	\$ 380,035.80	\$ 74,774.15	\$ 68,275.46	\$ 523,085.41
2053	\$ 403,484.01	\$ 51,325.95	\$ 69,640.97	\$ 524,450.92
2054	\$ 428,378.97	\$ 26,430.98	\$ 71,033.79	\$ 525,843.74
Total	\$ 6,125,000.00	\$ 7,590,433.02	\$ 1,622,723.17	\$ 15,338,156.19

Footnotes:

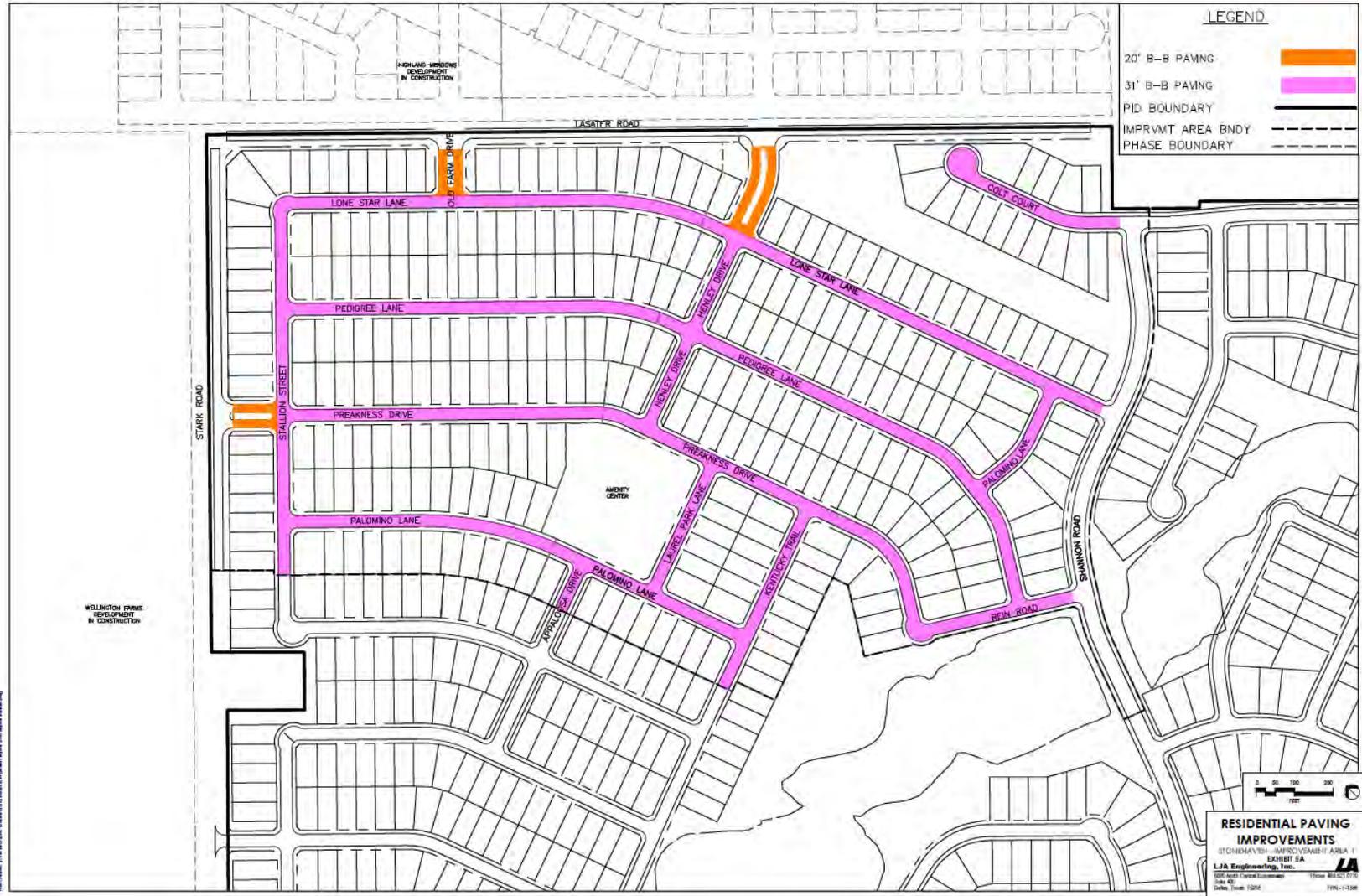
[a] Interest is calculated at 6.50% for years 1-5 and 6.17% for years 6-30, which is not higher than 2% above the Bond Buyer Index of 4.17% dated 8/22/2024, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] 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 H – STONEHAVEN PHASE 1 FINAL PLAT



EXHIBIT I-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS





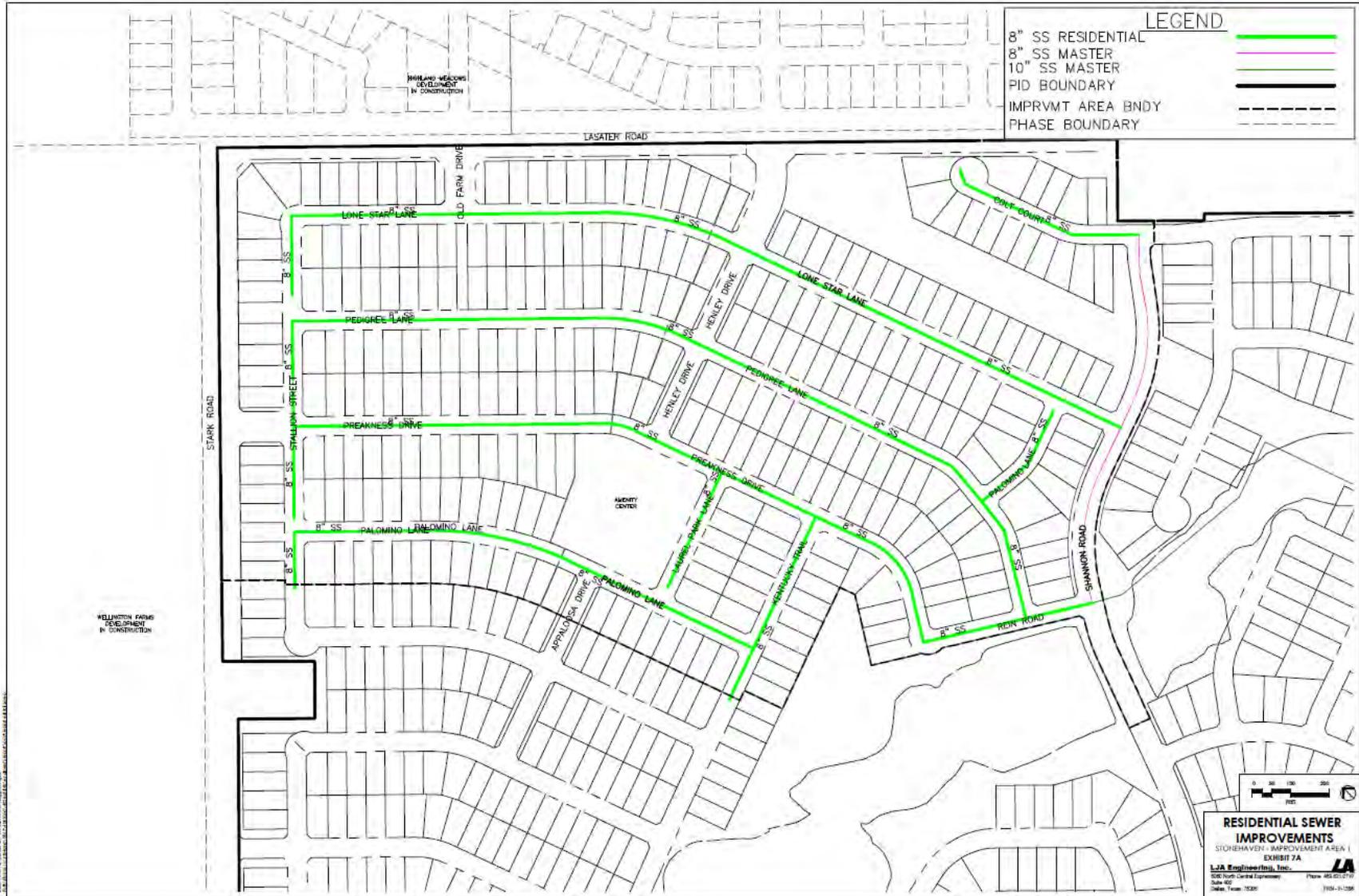


EXHIBIT I-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS







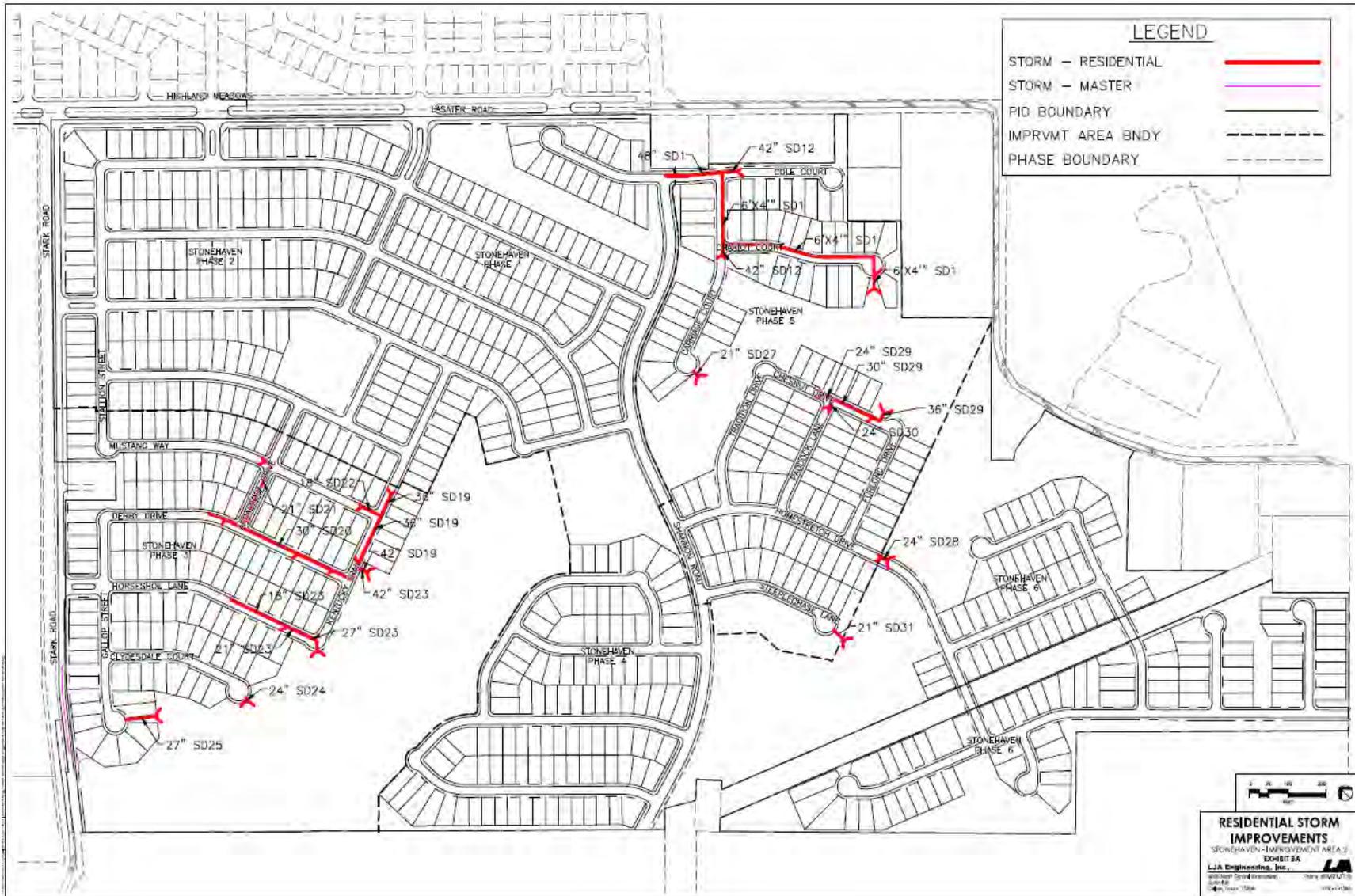


EXHIBIT J – FORM OF NOTICE OF ASSESSMENT TERMINATION



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

[Date]
Dallas County Clerk's Office
Honorable [County Clerk]
Dallas County Administration Building
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

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Dallas County, Texas (the "Property");

and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that it affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF SEAGOVILLE, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by the City Manager for the City of Seagoville, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT K-1 – DISTRICT LEGAL DESCRIPTION

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 K-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

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 K-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

**PROPERTY DESCRIPTION
58.081 ACRES**

BEING A 58.081 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 58.081 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 STONEHAVEN, PHASE 2, AN ADDITION TO THE CITY OF SEAGOVILLE AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING 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) AND BEING ON THE SOUTHEAST LINE OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 2, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 165.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 12.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 380.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 43 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 59.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 38 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 33 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 29 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 24 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 38 MINUTES 41 SECONDS EAST, PASSING AT A DISTANCE OF 4.30 FEET THE SOUTH CORNER OF SAID STONEHAVEN, PHASE 2 AND THE COMMON WEST CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 1, IN ALL A TOTAL DISTANCE OF 53.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 01 MINUTES 22 SECONDS EAST, A DISTANCE OF 527.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 43.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 189.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 134.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTE 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 58.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 55.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, DEPARTING SAID SOUTHWEST LINE OF STONEHAVEN, PHASE 1 AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 381.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 112.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 32 MINUTES 57 SECONDS WEST, A DISTANCE OF 217.93 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 227.45 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 76 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 260.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 126.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 94.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 89 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 11.28 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 68 DEGREES 52 MINUTES 28 SECONDS WEST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 182.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 73 DEGREES 19 MINUTES 27 SECONDS WEST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 88.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 158.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 43 MINUTES 24 SECONDS WEST, A DISTANCE OF 143.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING ON THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE 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;

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 1159.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTH CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID STARK ROAD;

THENCE, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

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, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 149.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, NORTH 45 DEGREES 25 MINUTES 30 SECONDS WEST, 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 0.690 ACRE EASEMENT AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND CONTINUING ALONG A SOUTHWESTERLY LINE OF SAID 222.432 ACRE TRACT IN ALL A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 210.52 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 58.081 ACRES OF LAND.

PROPERTY DESCRIPTION
40.443 ACRES

BEING A 40.443 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 40.443 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 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT AS RECORDED IN VOLUME 3294, PAGE 563, 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 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST 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, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT, THE COMMON NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND THE COMMON NORTHWEST LINE OF 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 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND A COMMON WEST CORNER OF SAID 1.012 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST 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 AND CLAUDETTE McFADDEN AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 6.679 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 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 29 MINUTES 30 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, A DISTANCE OF 20.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

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

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 998.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 5.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 466.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 13.94 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 04 MINUTES 41 SECONDS WEST, A DISTANCE OF 197.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 106.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 177.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 12 MINUTES 42 SECONDS EAST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 125.56 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 55 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS NORTH 27 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 253.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 254.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 160.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE EASTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 70 DEGREES 17 MINUTES 24 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET 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 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 50 DEGREES 44 MINUTES 50 SECONDS EAST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 281.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 189.66 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 282.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 36 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 112.25 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID STONEHAVEN, PHASE 1. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE 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 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 141.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF AFORESAID 2.000 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 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 2.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 40.443 ACRES OF LAND.

EXHIBIT K-4 – REMAINDER AREA LEGAL DESCRIPTION

The Remainder Area is comprised of the legal description of the District, save and except Improvement Area #1 and Improvement Area #2.

APPENDIX A – ENGINEER’S REPORT



ENGINEERING REPORT

**STONEHAVEN
PUBLIC IMPROVEMENTS DISTRICT
IMPROVEMENT AREA NO. 2**

**CITY OF SEAGOVILLE, TX
DALLAS COUNTY**

LJA Job No. NT680-0067
April 3, 2024



A handwritten signature in blue ink, appearing to read "Mickey A. Garner Jr.", is positioned below the professional engineer seal.

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

Planners * Consulting Engineers * Surveyors

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. 2 is shown on **Exhibit 1A** and the overall Public Improvement District with all Improvement Areas are shown on **Exhibit 1B**.

Improvement Area No. 2 consists of 279 single-family homes and is delineated via the map in **Exhibit 1A** with the legal descriptions in **Exhibits 2A1 and 2A2**. 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. 2 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, 2A1, and 2A2**.

2.2 Proposed Improvements

a) General

Improvement Area No. 2 contains 279 single-family lots that are 50' in width within Stonehaven Phases 3 and 5. 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. 2 are shown in **Exhibits 4A & 4B**.

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. 2 infrastructure consists of

approximately 11,500 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. 2 infrastructure proposed is approximately 9,500 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 6.

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 an offsite sanitary sewer main 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. 2 infrastructure proposed is approximately 10,900 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 under construction and is proposed to serve the demand of the entire 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. 2 infrastructure proposed is approximately 4,600 linear feet of 18-inch to 6'x4' RCB 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. 2

Exhibit 1B: Public Improvements District Map – Overall

Exhibit 1C: Public Improvements District Map - Limits

Exhibit 2A1: Improvement Area No. 2 Boundary – Phase 3

Exhibit 2A2: Improvement Area No. 2 Boundary – Phase 5

Exhibit 2B: Overall Public Improvements District Boundary

Exhibit 3: Lot Classification Map

Exhibit 4A: Improvement Area No. 2 OPC Summary

Exhibit 4B: Improvement Area No. 2 OPC Details

Exhibit 5A: Residential Paving Improvements

Exhibit 5B: Master Paving Improvements

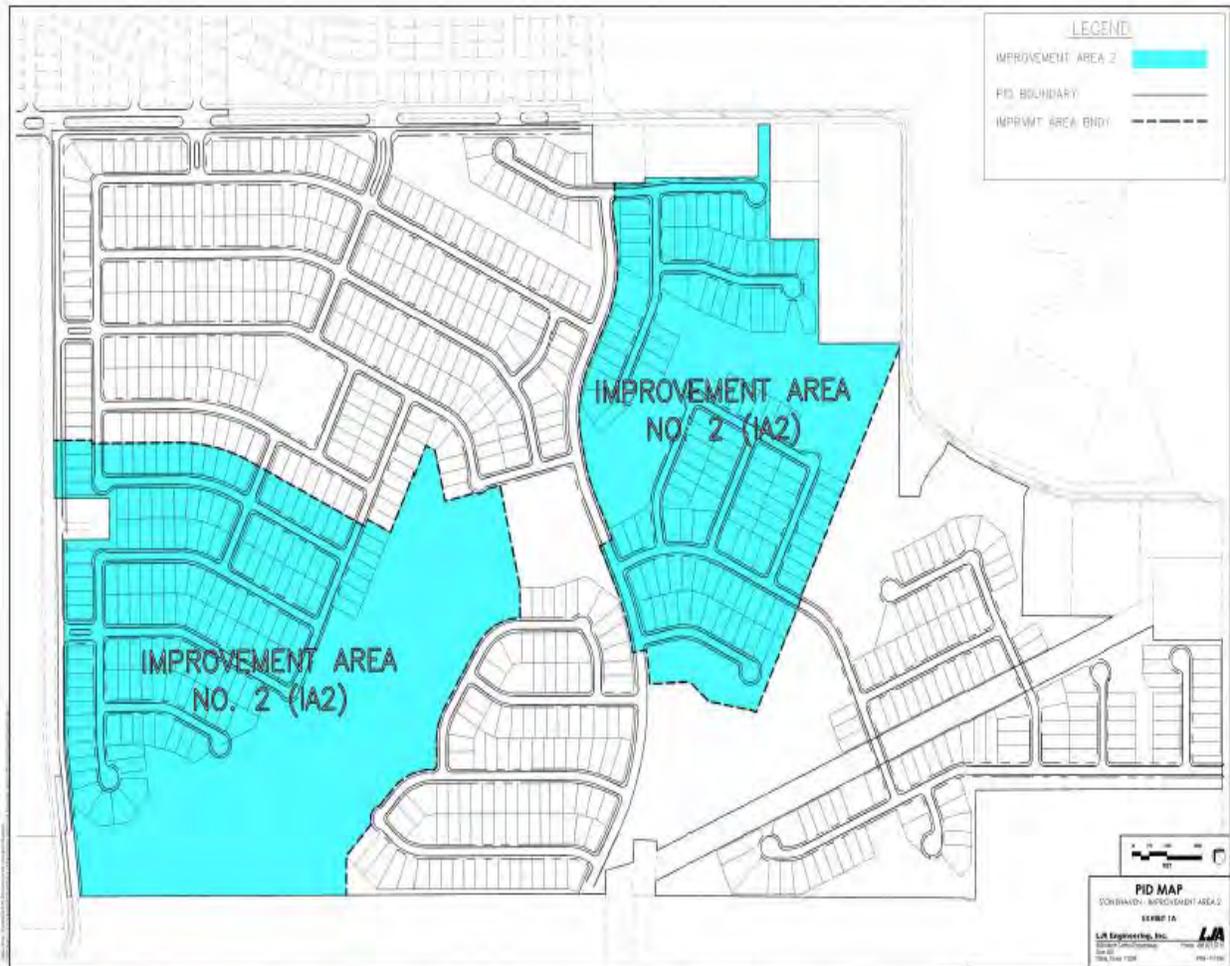
Exhibit 6: Residential Water Improvements

Exhibit 7A: Residential Sewer Improvements

Exhibit 7B: Master Sewer Improvements

Exhibit 8A: Residential Storm Improvements

Exhibit 8B: Master Storm Improvements



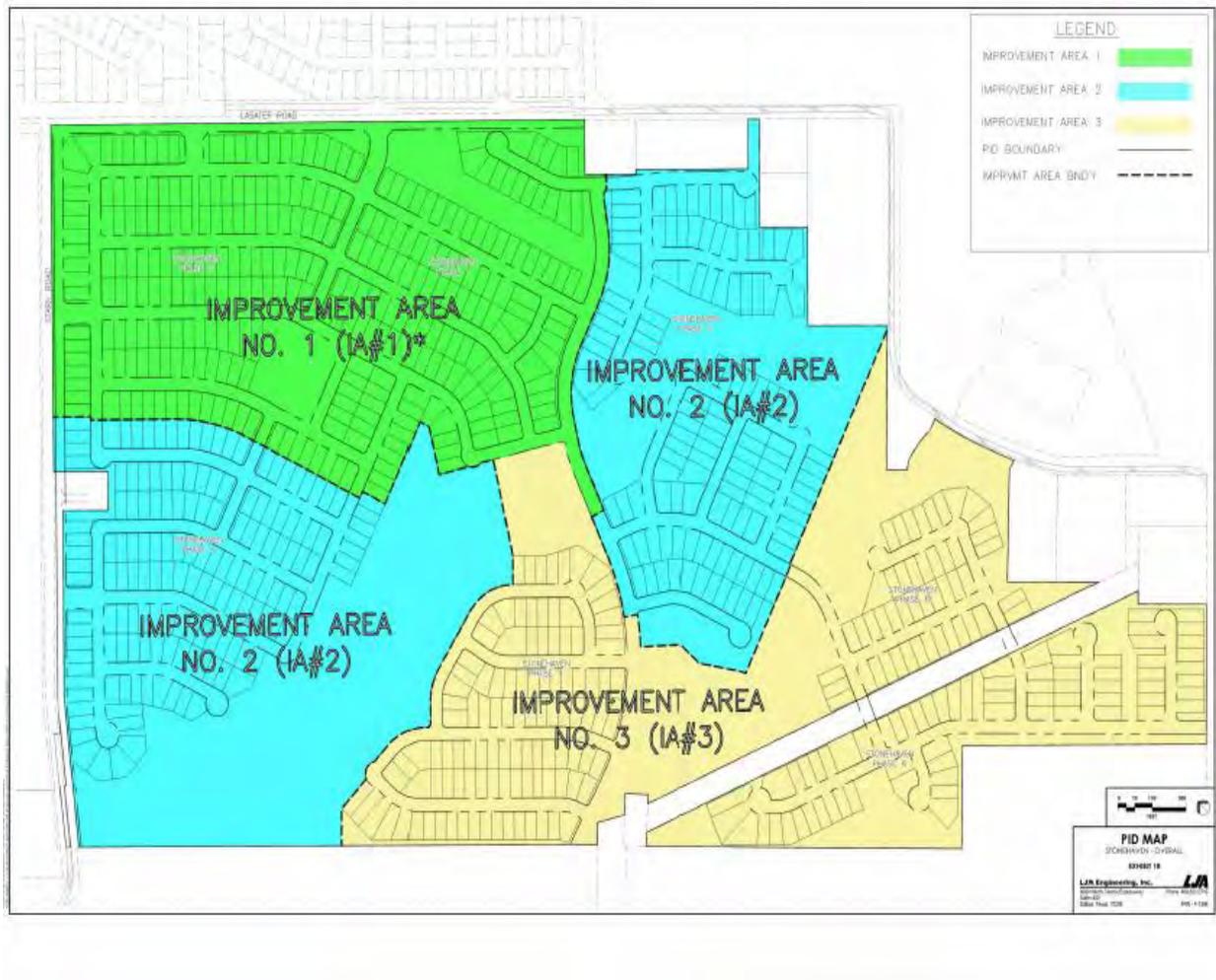




EXHIBIT 2A1 - IMPROVEMENT AREA NO. 2 BOUNDARY

PROPERTY DESCRIPTION 58.081 ACRES

BEING A 58.081 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 58.081 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 STONEHAVEN, PHASE 2, AN ADDITION TO THE CITY OF SEAGOVILLE AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING 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) AND BEING ON THE SOUTHEAST LINE OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 2, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 165.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 12.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 380.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

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SOUTH 43 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 59.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 38 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 33 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 29 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 24 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 38 MINUTES 41 SECONDS EAST, PASSING AT A DISTANCE OF 4.30 FEET THE SOUTH CORNER OF SAID STONEHAVEN, PHASE 2 AND THE COMMON WEST CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 1, IN ALL A TOTAL DISTANCE OF 53.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 01 MINUTES 22 SECONDS EAST, A DISTANCE OF 527.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 43.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 189.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 134.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTE 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 58.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 55.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, DEPARTING SAID SOUTHWEST LINE OF STONEHAVEN, PHASE 1 AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 381.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 112.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 32 MINUTES 57 SECONDS WEST, A DISTANCE OF 217.93 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 227.45 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 76 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 260.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 126.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 94.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 89 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 11.28 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 68 DEGREES 52 MINUTES 28 SECONDS WEST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 182.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 73 DEGREES 19 MINUTES 27 SECONDS WEST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 88.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 158.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 43 MINUTES 24 SECONDS WEST, A DISTANCE OF 143.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING ON THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE 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;

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 1159.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTH CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID STARK ROAD;

THENCE, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

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, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 149.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, NORTH 45 DEGREES 25 MINUTES 30 SECONDS WEST, 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 0.690 ACRE EASEMENT AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND CONTINUING ALONG A SOUTHWESTERLY LINE OF SAID 222.432 ACRE TRACT IN ALL A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 210.52 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 58.081 ACRES OF LAND.

EXHIBIT 2A2 - IMPROVEMENT AREA NO. 2 BOUNDARY

PROPERTY DESCRIPTION 40.443 ACRES

BEING A 40.443 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 40.443 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 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT AS RECORDED IN VOLUME 3294, PAGE 563, 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 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST 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, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT, THE COMMON NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND THE COMMON NORTHWEST LINE OF 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 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND A COMMON WEST CORNER OF SAID 1.012 ACRE TRACT;

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THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST 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 AND CLAUDETTE McFADDEN AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 6.679 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 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 29 MINUTES 30 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, A DISTANCE OF 20.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

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

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 998.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 5.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 466.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

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NORTH 18 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 13.94 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 04 MINUTES 41 SECONDS WEST, A DISTANCE OF 197.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 106.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 177.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 12 MINUTES 42 SECONDS EAST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 125.56 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 55 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS NORTH 27 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 253.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 254.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 160.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE EASTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES;

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SOUTH 70 DEGREES 17 MINUTES 24 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET 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 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 50 DEGREES 44 MINUTES 50 SECONDS EAST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 281.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 189.66 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 282.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 36 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 112.25 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID STONEHAVEN, PHASE 1. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE 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 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 141.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF AFORESAID 2.000 ACRE TRACT;

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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 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO
A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432
ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 2.000 ACRE
TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A
NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON
SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO
THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 40.443
ACRES OF LAND.

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

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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

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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.

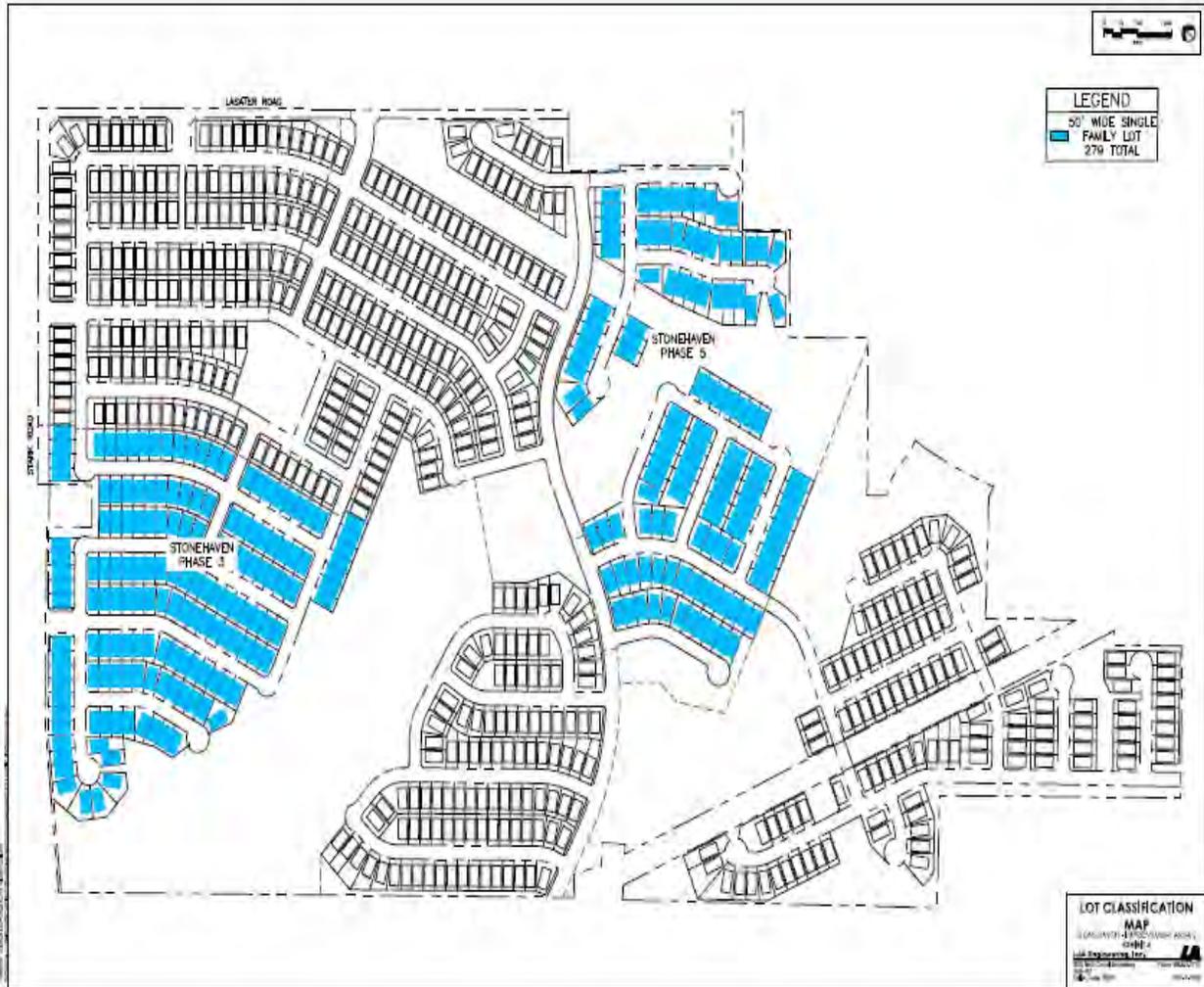


EXHIBIT 4A : IMPROVEMENT AREA NO. 2 OPC SUMMARY

STONEHAVEN PID: IMPROVEMENT AREA #2

IA #2 Internals IA #2 Private

SUMMARY		
A. EXCAVATION	\$ 1,161,830.00	
B. SANITARY SEWER SYSTEM	\$ 1,081,087.40	\$ 500,872.33
C. STORM SEWER SYSTEM	\$ 1,285,921.60	
D. WATER DISTRIBUTION SYSTEM	\$ 1,213,570.85	
E. STREET PAVING	\$ 3,028,107.20	\$ 615,498.00
F. RETAINING WALLS	\$ -	\$ 937,280.00
G. MISCELLANEOUS ITEMS	\$ -	\$ 132,037.40
H. LANDSCAPING	\$ -	\$ 882,200.00
<i>SUB-TOTAL:</i>	<i>\$7,770,517.05</i>	<i>\$3,067,887.73</i>
<i>OVERALL CONTINGENCIES:</i>	<i>\$777,500.00</i>	<i>\$307,000.00</i>
TOTAL CONSTRUCTION COSTS:	\$8,548,017.05	\$3,374,887.73
<i>COST / LOT:</i>	<i>\$30,700</i>	<i>\$12,100</i>
<i>COST / LF OF STREET:</i>	<i>\$1,500</i>	<i>\$600</i>
<i>COST / DEVELOPABLE ACRE:</i>	<i>\$141,800</i>	<i>\$56,000</i>
<i>COST / GROSS ACRE:</i>	<i>\$184,300</i>	<i>\$72,800</i>

EXHIBIT 4B : IMPROVEMENT AREA NO. 2 OPC DETAILS

STONEHAVEN PID: IMPROVEMENT AREA #2

IA #2 Internals IA #2 Private

A. EXCAVATION

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
CLEARING AND GRUBBING	ACRE	\$ 2,970.00	60.3	\$ 179,091.00
UNCLASSIFIED EXCAVATION	CY	\$ 2.25	126,900	\$ 285,525.00
4' MOISTURE CONDITIONING AND POLY	LOT	\$ 1,613.00	88	\$ 141,944.00
7' MOISTURE CONDITIONING AND POLY	LOT	\$ 3,463.00	96	\$ 332,448.00
10' MOISTURE CONDITIONING AND POLY	LOT	\$ 5,312.00	11	\$ 58,432.00
ROUGH LOT GRADING	LOT	\$ 270.00	279	\$ 75,330.00
FINAL LOT GRADING	LOT	\$ 140.00	279	\$ 39,060.00
DEMO EXISTING STRUCTURE - SHED	EA	\$ 5,000.00	3	\$ 15,000.00
DEMO EXISTING STRUCTURE - BARN	EA	\$ 10,000.00	2	\$ 20,000.00
DEMO EXISTING STRUCTURE - HOUSE	EA	\$ 15,000.00	1	\$ 15,000.00
TOTAL EXCAVATION				\$ 1,161,830.00

B. SANITARY SEWER SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
8" SDR-26 PVC PIPE	LF	\$ 43.00	10,932	\$ 470,076.00
4" SERVICE LINES	EA	\$ 740.00	279	\$ 206,460.00
4' DIAMETER MANHOLE	EA	\$ 6,912.16	47	\$ 324,871.52
4' DIAMETER DROP MANHOLE	EA	\$ 9,913.28	1	\$ 9,913.28
CONNECT TO EXISTING MANHOLE	EA	\$ 1,000.00	1	\$ 1,000.00
CONNECT TO EXISTING LINE	EA	\$ 500.00	2	\$ 1,000.00
CSS BACKFILL	LF	\$ 60.00	280	\$ 16,800.00
2000 PSI CONCRETE ENCASUREMENT	LF	\$ 30.00	40	\$ 1,200.00
MANHOLE VACUUM TESTING	EA	\$ 122.00	48	\$ 5,856.00
TRENCH SAFETY	LF	\$ 0.25	10,932	\$ 2,733.00
TESTING (EXCLUDING GEOTECH)	LF	\$ 1.80	10,932	\$ 19,677.60
BONDS	PERCENT	2.0%	1,059,587.4	\$ 21,500.00
TOTAL SANITARY SEWER SYSTEM				\$ 1,081,087.40

STONEHAVEN PID: IMPROVEMENT AREA #2

IA #2 Internals IA #2 Private

C. STORM SEWER SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
18" RCP	LF	\$ 97.65	940.	\$ 91,791.00
21" RCP	LF	\$ 102.35	643.	\$ 65,811.05
24" RCP	LF	\$ 112.50	405.	\$ 45,562.50
27" RCP	LF	\$ 129.15	330.	\$ 42,619.50
30" RCP	LF	\$ 137.05	581.	\$ 79,626.05
36" RCP	LF	\$ 167.55	408.	\$ 68,360.40
42" RCP	LF	\$ 207.15	144.	\$ 29,829.60
48" RCP	LF	\$ 220.00	174.	\$ 38,280.00
6' x 4' RCB (0.527 CY/LF)	LF	\$ 380.00	1,009.	\$ 383,420.00
10' INLET	EA	\$ 6,800.00	26.	\$ 176,800.00
15' INLET	EA	\$ 8,600.00	10.	\$ 86,000.00
20' INLET	EA	\$ 8,500.00	1.	\$ 8,500.00
4' x 4' "Y" INLET	EA	\$ 6,000.00	2.	\$ 12,000.00
INLET PROTECTION	EA	\$ 200.00	39.	\$ 7,800.00
4' STORM SEWER MANHOLE	EA	\$ 6,575.00	8.	\$ 52,600.00
5' STORM SEWER MANHOLE	EA	\$ 7,675.00	1.	\$ 7,675.00
4' STORM SEWER MANHOLE RISER	EA	\$ 1,500.00	5.	\$ 7,500.00
24" HEADWALL	EA	\$ 5,600.00	1.	\$ 5,600.00
27" HEADWALL	EA	\$ 5,700.00	2.	\$ 11,400.00
42" HEADWALL	EA	\$ 6,300.00	2.	\$ 12,600.00
6'x4' RCB SLOPED END HEADWALL	EA	\$ 20,000.00	1.	\$ 20,000.00
12" ROCK RIPRAP	SY	\$ 49.00	112.	\$ 5,488.00
TRENCH SAFETY	LF	\$ 0.25	4,634.	\$ 1,158.50
BONDS	PERCENT	2.0%	1,260,421.6	\$ 25,500.00
TOTAL STORM SEWER SYSTEM				\$ 1,285,921.60

D. WATER DISTRIBUTION SYSTEM

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
8" PVC WATERLINE	LF	\$ 52.05	9,565	\$ 497,858.25
8" GATE VALVE & BOX	EA	\$ 2,500.00	33	\$ 82,500.00
12" GATE VALVE & BOX OVER EXISTING LINE	EA	\$ 6,500.00	7	\$ 45,500.00
CONNECT TO EXISTING WATER LINE	EA	\$ 500.00	10	\$ 5,000.00
FIRE HYDRANT ASSEMBLY	EA	\$ 9,000.00	29	\$ 261,000.00
ADJUST EXISTING VALVES & FIRE HYDRANTS	EA	\$ 5,000.00	1	\$ 5,000.00
1" SINGLE WATER SERVICE	EA	\$ 878.97	243	\$ 213,589.71
1" SINGLE WATER SERVICE ON EXISTING LINE	EA	\$ 1,200.00	36	\$ 43,200.00
1" IRRIGATION SERVICE	EA	\$ 914.51	1	\$ 914.51
1.5" IRRIGATION SERVICE	EA	\$ 2,053.38	1	\$ 2,053.38
IRRIGATION CONDUIT AND SLEEVES	LF	\$ 10.00	426	\$ 4,260.00
TRENCH SAFETY - WATER	LF	\$ 1.00	9,565	\$ 9,565.00
TESTING (WATER, EXCLUDING GEOTECH)	LF	\$ 2.00	9,565	\$ 19,130.00
BONDS	PERCENT	2.0%	\$1,189,570.85	\$ 24,000.00
TOTAL WATER DISTRIBUTION SYSTEM				\$ 1,213,570.85

E. STREET PAVING

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
6" REINF. CONCRETE STREET PAVEMENT	SY	\$ 54.50	41,976	\$ 2,287,692.00
6" SUBGRADE PREPARATION	SY	\$ 3.75	44,660	\$ 167,475.00
HYDRATED LIME	TON	\$ 290.00	804	\$ 233,160.00
4' CONCRETE SIDEWALK	LF	\$ 29.40	5,833	\$ 171,490.20
BARRIER FREE RAMPS	EA	\$ 2,300.00	36	\$ 82,800.00
PAVEMENT HEADER	LF	\$ 45.00	62	\$ 2,790.00
STREET BARRICADE	EA	\$ 1,200.00	2	\$ 2,400.00
REMOVE BARRICADE	EA	\$ 1,200.00	2	\$ 2,400.00
EMERGENCY ACCESS ROAD	LF	\$ 80.00	230	\$ 18,400.00
BONDS	PERCENT	2.0%	2,968,607.2	\$ 59,500.00
TOTAL STREET PAVING				\$ 3,028,107.20

G. MISCELLANEOUS ITEMS

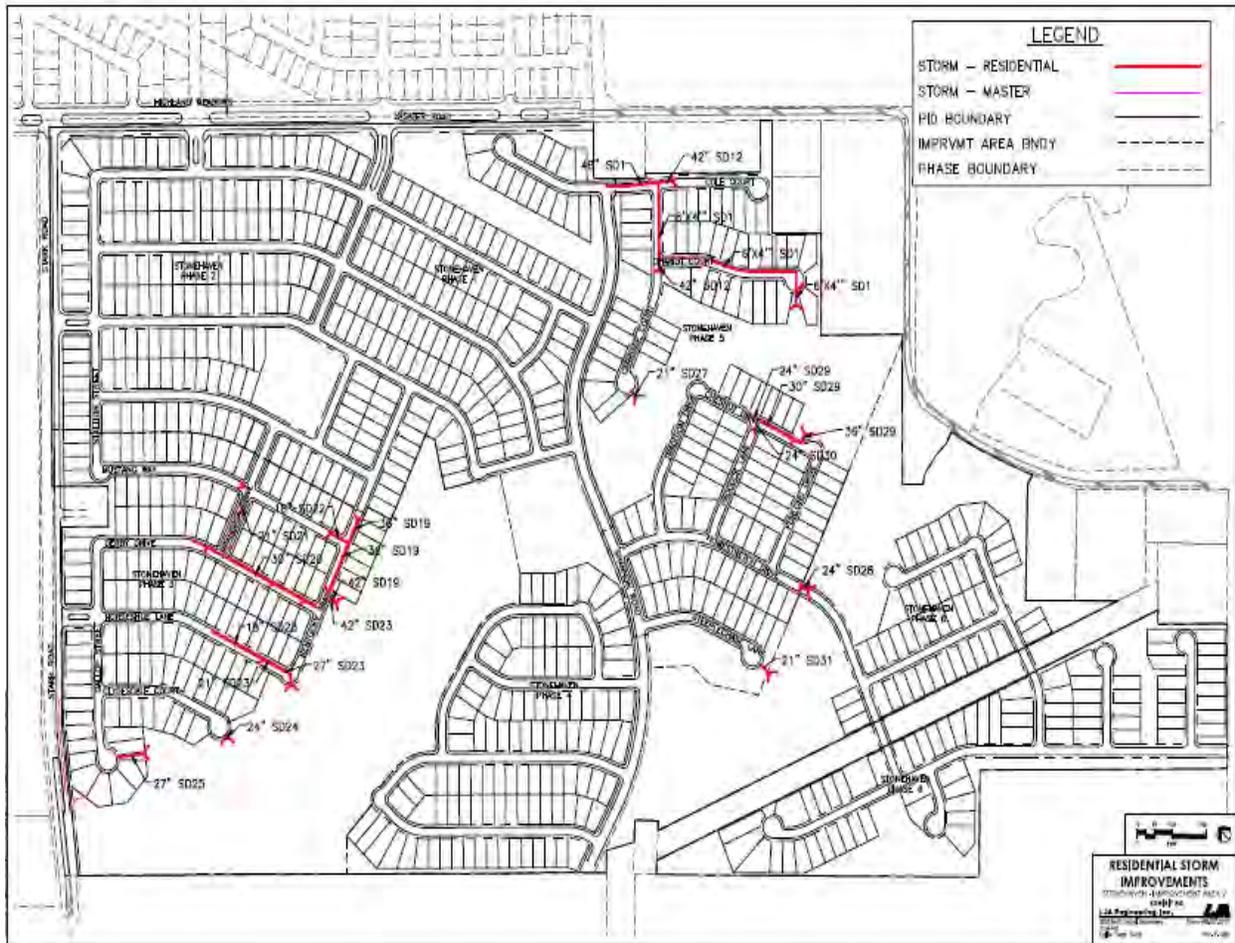
ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST
EROSION CONTROL				
SILT FENCE	LF	\$ 1.90	1,309	\$ 2,487.10
CURLEX	LF	\$ 1.10	12,273	\$ 13,500.30
CONSTRUCTION ENTRANCE	EA	\$ 2,000.00	1	\$ 2,000.00
SWPPP & MONITORING	LS	\$ 5,000.00	1	\$ 5,000.00
EROSION CONTROL MAINTENANCE	LOT	\$ 220.00	279	\$ 61,380.00
SUB-TOTAL				\$ 84,367.40
STREET SIGNS				
STREET SIGNS	EA	\$ 600.00	41	\$ 24,600.00
STREET NAME BLADES	EA	\$ 245.00	46	\$ 11,270.00
STOP SIGNS	EA	\$ 600.00	18	\$ 10,800.00
BONDS	PERCENT	2.0%	\$46,670.00	\$ 1,000.00
SUB-TOTAL				\$ 47,670.00
TOTAL MISCELLANEOUS ITEMS				\$ 132,037.40













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

Improvement Area #2

- Improvement Area #2 Initial Parcel
- Lot Type 2

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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:
\$6,818,229.00**

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 the *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]	Annual Collection Costs	Annual Installment ^[b]
2025	\$	103,384	\$	404,321	\$ 40,404 \$ 548,109
2026	\$	108,699	\$	398,190	\$ 41,212 \$ 548,101
2027	\$	114,313	\$	391,744	\$ 42,036 \$ 548,094
2028	\$	120,242	\$	384,966	\$ 42,877 \$ 548,085
2029	\$	126,507	\$	377,835	\$ 43,735 \$ 548,077
2030	\$	133,125	\$	370,333	\$ 44,609 \$ 548,068
2031	\$	140,119	\$	362,439	\$ 45,501 \$ 548,060
2032	\$	147,509	\$	354,130	\$ 46,411 \$ 548,051
2033	\$	155,319	\$	345,383	\$ 47,340 \$ 548,042
2034	\$	163,573	\$	336,172	\$ 48,287 \$ 548,032
2035	\$	172,298	\$	326,473	\$ 49,252 \$ 548,023
2036	\$	181,521	\$	316,255	\$ 50,237 \$ 548,014
2037	\$	191,270	\$	305,491	\$ 51,242 \$ 548,003
2038	\$	201,578	\$	294,149	\$ 52,267 \$ 547,994
2039	\$	212,476	\$	282,195	\$ 53,312 \$ 547,983
2040	\$	223,999	\$	269,595	\$ 54,378 \$ 547,973
2041	\$	236,183	\$	256,312	\$ 55,466 \$ 547,961
2042	\$	249,069	\$	242,307	\$ 56,575 \$ 547,951
2043	\$	262,696	\$	227,537	\$ 57,707 \$ 547,940
2044	\$	277,109	\$	211,959	\$ 58,861 \$ 547,929
2045	\$	292,352	\$	195,526	\$ 60,038 \$ 547,917
2046	\$	308,476	\$	178,190	\$ 61,239 \$ 547,905
2047	\$	325,532	\$	159,897	\$ 62,464 \$ 547,893
2048	\$	343,575	\$	140,593	\$ 63,713 \$ 547,881
2049	\$	362,662	\$	120,219	\$ 64,987 \$ 547,868
2050	\$	382,855	\$	98,713	\$ 66,287 \$ 547,855
2051	\$	404,220	\$	76,010	\$ 67,613 \$ 547,843
2052	\$	426,825	\$	52,040	\$ 68,965 \$ 547,830
2053	\$	450,743	\$	26,729	\$ 70,344 \$ 547,816
Total	\$	6,818,229	\$	7,505,705	\$ 1,567,361 \$ 15,891,296

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. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] 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: \$22,428.38

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 the *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 _____

§

§

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 LOT TYPE 1

Annual Installment Due 1/31	Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest ^[a]		
2025	\$ 340.08	\$ 1,330.00	\$ 132.91	\$ 1,802.99
2026	\$ 357.56	\$ 1,309.84	\$ 135.57	\$ 1,802.97
2027	\$ 376.03	\$ 1,288.63	\$ 138.28	\$ 1,802.94
2028	\$ 395.53	\$ 1,266.33	\$ 141.04	\$ 1,802.91
2029	\$ 416.14	\$ 1,242.88	\$ 143.86	\$ 1,802.88
2030	\$ 437.91	\$ 1,218.20	\$ 146.74	\$ 1,802.85
2031	\$ 460.92	\$ 1,192.23	\$ 149.68	\$ 1,802.83
2032	\$ 485.23	\$ 1,164.90	\$ 152.67	\$ 1,802.80
2033	\$ 510.92	\$ 1,136.13	\$ 155.72	\$ 1,802.77
2034	\$ 538.07	\$ 1,105.83	\$ 158.84	\$ 1,802.74
2035	\$ 566.77	\$ 1,073.92	\$ 162.01	\$ 1,802.71
2036	\$ 597.11	\$ 1,040.31	\$ 165.25	\$ 1,802.68
2037	\$ 629.18	\$ 1,004.90	\$ 168.56	\$ 1,802.64
2038	\$ 663.09	\$ 967.59	\$ 171.93	\$ 1,802.61
2039	\$ 698.93	\$ 928.27	\$ 175.37	\$ 1,802.58
2040	\$ 736.84	\$ 886.83	\$ 178.88	\$ 1,802.54
2041	\$ 776.92	\$ 843.13	\$ 182.45	\$ 1,802.50
2042	\$ 819.31	\$ 797.06	\$ 186.10	\$ 1,802.47
2043	\$ 864.13	\$ 748.48	\$ 189.83	\$ 1,802.43
2044	\$ 911.54	\$ 697.23	\$ 193.62	\$ 1,802.40
2045	\$ 961.68	\$ 643.18	\$ 197.49	\$ 1,802.36
2046	\$ 1,014.72	\$ 586.15	\$ 201.44	\$ 1,802.32
2047	\$ 1,070.83	\$ 525.98	\$ 205.47	\$ 1,802.28
2048	\$ 1,130.18	\$ 462.48	\$ 209.58	\$ 1,802.24
2049	\$ 1,192.97	\$ 395.46	\$ 213.77	\$ 1,802.20
2050	\$ 1,259.39	\$ 324.71	\$ 218.05	\$ 1,802.16
2051	\$ 1,329.67	\$ 250.03	\$ 222.41	\$ 1,802.11
2052	\$ 1,404.03	\$ 171.18	\$ 226.86	\$ 1,802.07
2053	\$ 1,482.71	\$ 87.92	\$ 231.40	\$ 1,802.03
Total	\$ 22,428.38	\$ 24,689.82	\$ 5,155.79	\$ 52,274.00

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. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] 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 #2 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 #2 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$6,125,000.00**

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 the *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

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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 Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Improvement Area #2 Reimbursement Obligation					
Annual Installment Due 1/31			Annual Collection Costs	Annual Installment ^[b]	
	Principal	Interest ^[a]			
2025	\$ 70,911.83	\$ 398,125.00	\$ 40,000.00	\$	509,036.83
2026	\$ 75,521.10	\$ 393,515.73	\$ 40,800.00	\$	509,836.83
2027	\$ 80,429.97	\$ 388,606.86	\$ 41,616.00	\$	510,652.83
2028	\$ 85,657.92	\$ 383,378.91	\$ 42,448.32	\$	511,485.15
2029	\$ 91,225.69	\$ 377,811.15	\$ 43,297.29	\$	512,334.12
2030	\$ 101,808.61	\$ 353,001.34	\$ 44,163.23	\$	498,973.19
2031	\$ 108,090.21	\$ 346,719.75	\$ 45,046.50	\$	499,856.45
2032	\$ 114,759.37	\$ 340,050.58	\$ 45,947.43	\$	500,757.38
2033	\$ 121,840.02	\$ 332,969.93	\$ 46,866.38	\$	501,676.33
2034	\$ 129,357.55	\$ 325,452.40	\$ 47,803.70	\$	502,613.66
2035	\$ 137,338.92	\$ 317,471.04	\$ 48,759.78	\$	503,569.73
2036	\$ 145,812.73	\$ 308,997.23	\$ 49,734.97	\$	504,544.93
2037	\$ 154,809.37	\$ 300,000.58	\$ 50,729.67	\$	505,539.63
2038	\$ 164,361.11	\$ 290,448.84	\$ 51,744.27	\$	506,554.22
2039	\$ 174,502.19	\$ 280,307.76	\$ 52,779.15	\$	507,589.10
2040	\$ 185,268.98	\$ 269,540.98	\$ 53,834.73	\$	508,644.69
2041	\$ 196,700.07	\$ 258,109.88	\$ 54,911.43	\$	509,721.38
2042	\$ 208,836.47	\$ 245,973.49	\$ 56,009.66	\$	510,819.61
2043	\$ 221,721.68	\$ 233,088.28	\$ 57,129.85	\$	511,939.80
2044	\$ 235,401.90	\$ 219,408.05	\$ 58,272.45	\$	513,082.40
2045	\$ 249,926.20	\$ 204,883.75	\$ 59,437.90	\$	514,247.85
2046	\$ 265,346.65	\$ 189,463.31	\$ 60,626.65	\$	515,436.61
2047	\$ 281,718.54	\$ 173,091.42	\$ 61,839.19	\$	516,649.14
2048	\$ 299,100.57	\$ 155,709.38	\$ 63,075.97	\$	517,885.92
2049	\$ 317,555.07	\$ 137,254.88	\$ 64,337.49	\$	519,147.44
2050	\$ 337,148.22	\$ 117,661.73	\$ 65,624.24	\$	520,434.19
2051	\$ 357,950.27	\$ 96,859.69	\$ 66,936.72	\$	521,746.68
2052	\$ 380,035.80	\$ 74,774.15	\$ 68,275.46	\$	523,085.41
2053	\$ 403,484.01	\$ 51,325.95	\$ 69,640.97	\$	524,450.92
2054	\$ 428,378.97	\$ 26,430.98	\$ 71,033.79	\$	525,843.74
Total	\$ 6,125,000.00	\$ 7,590,433.02	\$ 1,622,723.17	\$	15,338,156.19

Footnotes:

[a] Interest is calculated at 6.50% for years 1-5 and 6.17% for years 6-30, which is not higher than 2% above the Bond Buyer Index of 4.17% dated 8/22/2024, 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%.

[b] 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 #2 - LOT TYPE 2**

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 #2 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$21,953.41

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 the *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

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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 #2 LOT TYPE 2

Improvement Area #2 Reimbursement Obligation						
Annual Installment Due 1/31	Principal		Interest ^[a]		Annual Collection Costs	Annual Installment ^[b]
2025	\$	254.16	\$	1,426.97	\$ 143.37	\$ 1,824.50
2026	\$	270.68	\$	1,410.45	\$ 146.24	\$ 1,827.37
2027	\$	288.28	\$	1,392.86	\$ 149.16	\$ 1,830.30
2028	\$	307.02	\$	1,374.12	\$ 152.14	\$ 1,833.28
2029	\$	326.97	\$	1,354.16	\$ 155.19	\$ 1,836.32
2030	\$	364.91	\$	1,265.24	\$ 158.29	\$ 1,788.43
2031	\$	387.42	\$	1,242.72	\$ 161.46	\$ 1,791.60
2032	\$	411.32	\$	1,218.82	\$ 164.69	\$ 1,794.83
2033	\$	436.70	\$	1,193.44	\$ 167.98	\$ 1,798.12
2034	\$	463.65	\$	1,166.50	\$ 171.34	\$ 1,801.48
2035	\$	492.25	\$	1,137.89	\$ 174.77	\$ 1,804.91
2036	\$	522.63	\$	1,107.52	\$ 178.26	\$ 1,808.40
2037	\$	554.87	\$	1,075.27	\$ 181.83	\$ 1,811.97
2038	\$	589.11	\$	1,041.04	\$ 185.46	\$ 1,815.61
2039	\$	625.46	\$	1,004.69	\$ 189.17	\$ 1,819.32
2040	\$	664.05	\$	966.10	\$ 192.96	\$ 1,823.10
2041	\$	705.02	\$	925.13	\$ 196.82	\$ 1,826.96
2042	\$	748.52	\$	881.63	\$ 200.75	\$ 1,830.89
2043	\$	794.70	\$	835.44	\$ 204.77	\$ 1,834.91
2044	\$	843.73	\$	786.41	\$ 208.86	\$ 1,839.01
2045	\$	895.79	\$	734.35	\$ 213.04	\$ 1,843.18
2046	\$	951.06	\$	679.08	\$ 217.30	\$ 1,847.44
2047	\$	1,009.74	\$	620.40	\$ 221.65	\$ 1,851.79
2048	\$	1,072.05	\$	558.10	\$ 226.08	\$ 1,856.22
2049	\$	1,138.19	\$	491.95	\$ 230.60	\$ 1,860.74
2050	\$	1,208.42	\$	421.73	\$ 235.21	\$ 1,865.36
2051	\$	1,282.98	\$	347.17	\$ 239.92	\$ 1,870.06
2052	\$	1,362.14	\$	268.01	\$ 244.71	\$ 1,874.86
2053	\$	1,446.18	\$	183.96	\$ 249.61	\$ 1,879.75
2054	\$	1,535.41	\$	94.73	\$ 254.60	\$ 1,884.74
Total	\$	21,953.41	\$	27,205.85	\$ 5,816.21	\$ 54,975.47

Footnotes:

[a] Interest is calculated at 6.50% for years 1-5 and 6.17% for years 6-30, which is not higher than 2% above the Bond Buyer Index of 4.17% dated 8/22/2024, 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%.

[b] 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.



TO: Mayor and City Council
FROM: Kirk McDaniel, Director of Economic Development
DATE: September 16, 2024
ITEM: 18

SECOND READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's action authorizing the negotiation and execution of a first amendment to the corporation's build-out agreement with Agron Rexha, Doing Business as Goni Construction, for additional items related to the build-out of restaurant facilities at 101 And 103 North Kaufman; authorizing disbursement of SEDC funds therefor; and providing an effective date.

ITEM DESCRIPTION:

The purpose of this item is to amend the SEDC's construction contract with Agron Rexha, d/b/a Goni Construction, to provide for additional work and compensation: installation of freezer/cooler and awning and fencing on back side of SEDC property located at 101 and 103 N. Kaufman for a total price not to exceed \$20,000.

BACKGROUND:

Based on the discussion at the previous SEDC Board Meetings, the potential future tenant is requesting installation of a freezer/cooler in the back area, and a back patio area for employees and a smoker. The SEDC is amenable to such additional improvements, and requested a quote from the contractor. The current estimate for engineering, labor, materials, and installation is expected to be approximately \$66,026. The SEDC had previously authorized an additional \$50,000 for contingency, and the resolution provides the option to add an additional \$20,000 to that contingency fund in order to complete the additional improvements.

FINANCIAL IMPACT:

Not to exceed \$20,000.00 from the EDC Fund.

RECOMMENDATION:

The SEDC Board will consider this item at their meeting on September 12, 2024.
Staff recommends approval.

ATTACHEMENTS

1. Resolution

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION'S ACTION AUTHORIZING THE NEGOTIATION AND EXECUTION OF A FIRST AMENDMENT TO THE CORPORATION'S BUILD-OUT AGREEMENT WITH AGRON REXHA, DOING BUSINESS AS GONI CONSTRUCTION, FOR ADDITIONAL ITEMS RELATED TO THE BUILD-OUT OF RESTAURANT FACILITIES AT 101 AND 103 NORTH KAUFMAN; AUTHORIZING DISBURSEMENT OF SEDC FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following City Council approval, on May 20, 2024, the Seagoville Economic Development Corporation ("SEDC") and Agron Rexha, doing business as Goni Construction, entered into a Build-Out Agreement for the build out of the restaurant facility at the SEDC-owned property located at 101 and 103 N. Kaufman for a total price not to exceed \$489,000.00; and

WHEREAS, an amendment to the Build-Out Agreement is now necessary to address provision and installation by Goni Construction of a freezer/cooler and awning and fencing along the back of the property; and

WHEREAS, subject to City Council approval, the Board of Directors of the SEDC has authorized such amendment to the Build-Out Agreement (the "First Amendment"); and

WHEREAS, the SEDC has determined, and the City Council concurs in the determination, that development of the property to support a restaurant in the downtown area will retain, promote, or develop new or expanded business enterprises and constitutes a "project" as that term is defined in the Development Corporation Act, Chapter 501-505, Texas Local Government Code; and

WHEREAS, section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the construction/ build out of a restaurant facility at 101 and 103 N. Kaufman Street, including the expenditure called for under the anticipated First Amendment, is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

Section 1. The City Council hereby approves and authorizes the SEDC Executive Director's negotiation and, subject to SEDC Board General Counsel approval, execution of a First Amendment to the Build-Out Agreement with Agron Rexha, doing business as Goni Construction, for provision and installation by Goni Construction of a cooler/freezer and awning and fencing along the back of the property, for a price not to exceed \$ _____ and further approves the disbursement of said funds by the SEDC Executive Director;

Section 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED after the First Reading and Second Reading by
the City Council of the City of Seagoville, Texas, this the ____ day of _____, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney
4864-4200-0865, v. 1