



JOINT MEETING AGENDA

CITY COUNCIL **&** **SEAGOVILLE ECONOMIC DEVELOPMENT** **CORPORATION**

MONDAY, JULY 1, 2019

6:30 P.M.

City Council Chambers, City Hall

702 N. Hwy 175

Seagoville, Texas 75159

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**
- B. Police Department & Animal Control Update (Police Chief)**

Adjourn

REGULAR SESSION – 7:00 P.M.

City Council Call to Order

SEDC Call to Order

Invocation

Pledge

- 1. Discuss and consider approving a Resolution of the Board of Directors of the Seagoville Economic Development Corporation ratifying the President/CEO's negotiation and execution of the purchase and sale agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place, and (2) Lot 1, Block 1 of replat of part of Seagoville Place, both being located in Dallas County, Texas (Collectively, the "Property") for a purchase price not to exceed \$430,00.00 plus standard closing costs, and further authorizing the President/CEO to take such further action and sign such documents as necessary to complete the purchase of said property; and providing an effective date (City Manager)**

SEDC Adjourn

Mayor's Report

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

2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$430,000.00 plus standard closing costs in accordance with a purchase and sale agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place and (2) Lot 1, Block 1 of replat of part of Seagoville Place, both being located in Dallas, County, Texas (Collectively , the "Property") and providing an effective date (City Manager)

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

3. Consider approving City Council Meeting minutes for June 17, 2019 (City Secretary)

REGULAR AGENDA-

4. Conduct interviews with Boards & Commissions Applicants for appointments and conduct reappointments for expired terms (City Secretary)

5. Discuss a concept plan concerning Fire Station #2 (Fire Chief)

6. Discuss and consider approving a Resolution authorizing the execution of an Interlocal Agreement with the North Central Texas Council of Governments and other Member Government Participants in a Trinity River Corridor Interlocal Agreement in pursuit of a common vision for the addition of East Fork Trinity Communities (Community Development)

7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services by and between the City of Seagoville and Halff Associates, Inc., a Texas Corporation, which is attached hereto and incorporated herein as Attachment 1, for engineering and construction inspection services with regard to the reconstruction of Johnnie Row, from Shady Lane to Catherine Lane, and the reconstruction of Ross Lane, from Shady Lane to Shadybrook Lane, in an amount not to exceed Two Hundred Eleven Thousand Five Hundred Dollars and No Cents (\$211,500.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development)

8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving C&M Concrete to replace two (2) approaches off the Highway 175 Service Road into C.O. Bruce (“Central”) Park, as set forth in Exhibit “A” which is attached hereto, in an amount not to exceed Eighty Five Thousand Two Hundred Sixty-Two Dollars and No Cents (\$85,262.00); authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date (Community Development)

9. Receive a presentation on improvements to Bearden Park (Community Development)

10. Discuss designating Friday, July 5, 2019 as a City Holiday (Councilmember Hernandez)

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

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

13. Recess into Executive Session

Council will recess into Executive Session in compliance with Texas Government Code:

A. § 551.071. Consultation with City Attorney: receive legal advice related to Boards and Commissions

B. § 551.071. Consultation with City Attorney: receive legal advice related to small cell permits

14. Reconvene Into Regular Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Boards and Commissions.**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to small cell permits.**

City Council Adjourn

Posted Friday, June 28, 2019 by 5:00 P.M.


Kandi, Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, July 15, 2019 Regular City Council Meeting**
- **Monday, August 5, 2019 Regular City Council Meeting**
- **Monday, August 19, 2019 Regular City Council Meeting**



City of Seagoville Police Department

600 North US Highway 175
Seagoville, Texas 75159
Phone 972.287.2999 Fax 972.287.2917
www.seagoville.us



Council Presentation
July 1, 2019

This is a City Council presentation to bring everyone up to speed on current part one crime stats, Animal Shelter Stats, current grant projects, and our public safety radio project.

Police Department:

See attached UCR part 1 crime stats and activities report for the Police Department.

Animal Services:

See attached spreadsheet for up to date shelter and Animal Services statistics

Grant Projects:

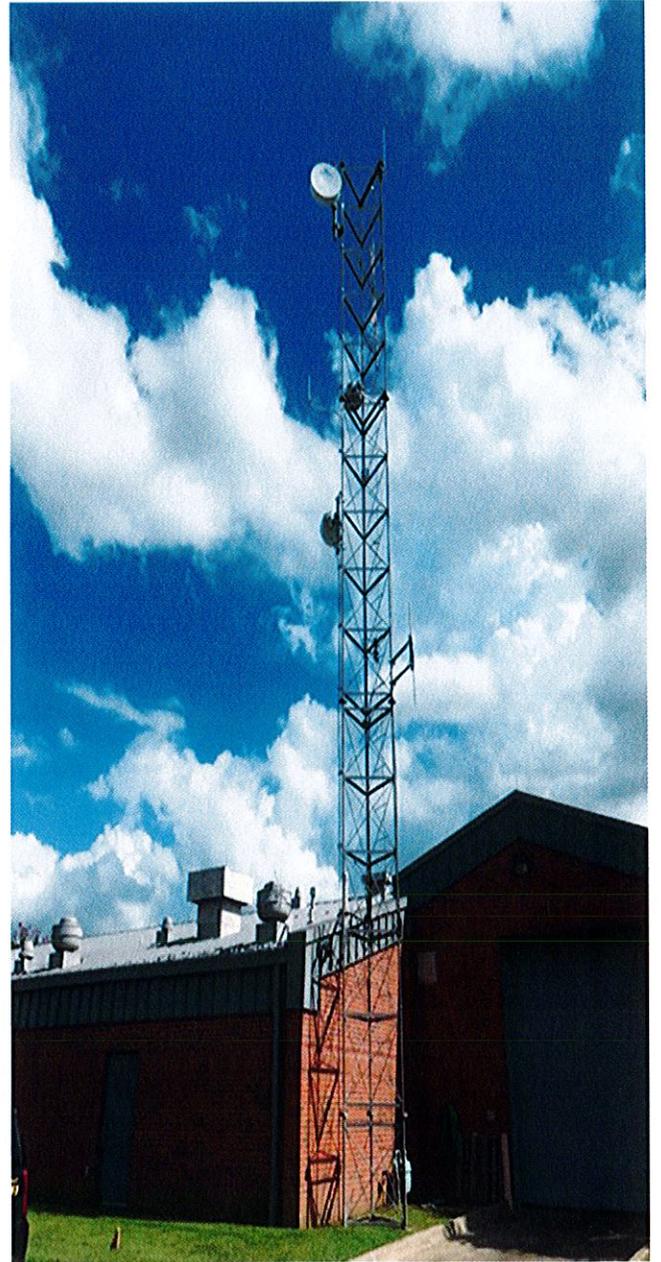
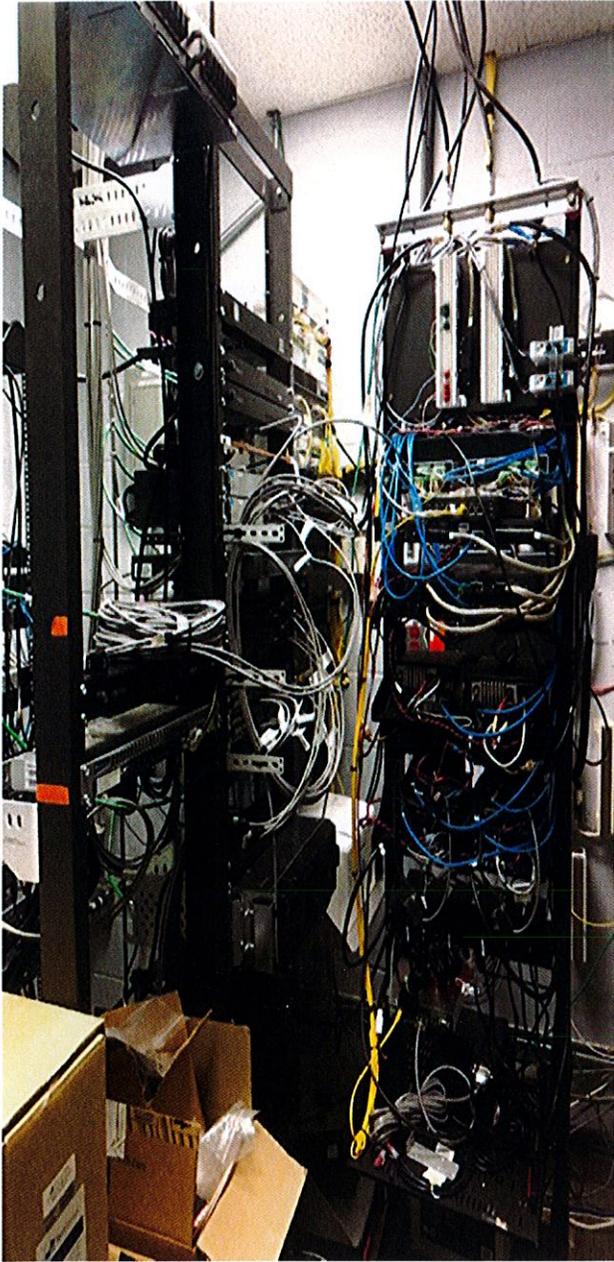
This year we are applying for the 2020 Justice Assistance Grant to replace our current in-car computers. As we all know technology evolves almost daily our current in-car computers are approaching 5 years old, which means it's time to start thinking about replacement plan. We have been successful in doing this through grant funding in the past which allows us to focus on other as important projects within the City. These are as you know competitive grants meaning we have to score a 70 or above to be considered. This year the grant proposal for this project scored 76.5 which placed us in the moderate to high range for award depending on available funds. It is our hope that this project will fall within the funding range, but we won't know until late August or early September when the (CJD) Criminal Justice Division of the Governor's office makes the announcement. Total amount requested for this grant **\$75,460.00**.

Public Safety Radio Project:

At our last announcement of progress with our radio system we advised that 95% of our equipment was in and we were just weeks away from having the equipment installed and working temporarily through Garland's system.

We are pleased to announce that we have received all of our portable and mobile radios, mobile radios have been installed and your Police and Fire Departments we are currently working on the 700 MHz system through Garland.

This is a temporary setting as we are still in the process of installing computerized dispatch consoles and the installation of all the rest of the infrastructure for our system. The good news to all this is, we are for the most part off the VHF system with exception of fire tone-out alerts, and even-though we are working temporarily through Garland's system that alone has made an enormous improvement in our communication capabilities.



2019 Crime Statistics
Seagoville Police Department

SEAGOVILLE POLICE DEPARTMENT
CONSOLIDATION OF MONTHLY CRIMINAL ACTIVITY

UNIFORM CLASSIFICATION OF OFFENSES	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	This year to date	Last year to date		%+- For Same Period Last Year
1A. CRIMINAL HOMICIDE: MURDER	0	0	0	0	0								0	0	0	0.00%
1B. MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0								0	0	0	0.00%
2. FORCIBLE RAPE	0	0	0	0	0								0	0	0	0.00%
3. ROBBERY	0	0	1	0	1								2	0	2	100.00%
4. AGGRAVATED ASSAULT	1	0	3	0	0								4	11	-7	-63.64%
5. BURGLARY-BREAKING OR ENTERING	5	7	5	8	6								31	26	5	19.23%
6. THEFT - LARCENY	17	25	22	16	11								91	142	-51	-35.92%
7. MOTOR VEHICLE THEFT	14	12	5	4	12								47	50	-3	-6.00%
8. ARSON	0	0	0	0	0								0	0	0	0.00%
TOTAL - PART I OFFENSES	37	44	36	28	30								175	229	-54	-23.58%

SEAGOVILLE POLICE DEPARTMENT POLICE CHIEF'S MONTHLY REPORT

	May 2019	May 2018	% CHANGE	2019 YTD	2018 YTD	% CHANGE
PART I OFFENSES	30	27	11%	176	155	14%
CRIME INDEX RATE	1.86	1.68	11%	10.93	9.63	14%
TOWN POPULATION	16100	15580	3%	16100	15580	3%
CLEARANCE INDEX	6	4	50%	24	34	-29%
CLEARANCE INDEX RATE	0.37	0.26	45%	1.49	2.18	-32%
VALUE PROPERTY STOLEN	\$ 66,236	\$ 73,890	-10%	\$ 644,947	\$ 502,661	28%
VALUE PROPERTY RECOVERED	\$ 64,875	\$ 70,716	-8%	\$ 402,140	\$ 331,261	21%

ACTUAL OFFENSES PER 1,000 POPULATION AND CLEARANCE RATE

CRIMINAL HOMICIDE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
FORCIBLE RAPE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
ROBBERY RATE	1 0.06	0 0.00	100% 0%	3 0.186	0 0.00	100.00% 100.00%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	1 33.33	0 0.00	100.00% 100.00%
AGGRAVATED ASSAULT RATE	0 0.00	0 0.00	0% 0%	4 0.25	3 0.19	33% 29%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	2 50.00	2 66.67	0% -25%
BURGLARY RATE	6 0.37	5 0.32	20% 16%	31 1.93	23 1.48	35% 30%
CASES CLEARED CLEARANCE RATE	1 16.67	0 0.00	100% 100%	1 3.23	3 13.04	-67% -75%
LARCENY RATE	11 0.68	15 0.96	-27% -29%	91 5.65	82 5.26	11% 7%
CASES CLEARED CLEARANCE RATE	1 9.09	1 6.67	0% 36%	11 12.09	17 20.73	-35% -42%
AUTO THEFT RATE	12 0.75	7 0.45	71% 66%	47 2.92	47 3.02	0% -3%
CASES CLEARED CLEARANCE RATE	4 33.33	3 42.86	33% -22%	9 19.15	12 25.53	-25% -25%
ARSON RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%

**SEAGOVILLE POLICE DEPARTMENT
POLICE CHIEF'S MONTHLY REPORT**

	May 2019	May 2018	% CHANGE	2019 YEAR TO DATE	2018 YEAR TO DATE	% CHANGE
TRAFFIC						
ACCIDENTS INVESTIGATED	13	15	-13%	58	62	-6%
NON-INJURY ACCIDENTS	7	4	75%	34	37	-8%
INJURY ACCIDENTS	6	11	-45%	24	25	-4%
FATAL ACCIDENTS	0	0	0%	0	0	0%
CITATIONS						
TOTAL CITATIONS ISSUED	95	134	-29%	583	525	11%
TOTAL VIOLATIONS	144	244	-41%	899	873	3%
MOVING VIOLATIONS	49	34	44%	217	166	31%
NON-MOVING VIOLATIONS	95	210	-55%	682	707	-4%
ARRESTS						
FELONY	1	5	-80%	7	12	-42%
MISDEMEANOR	2	3	-33%	26	15	73%
ALCOHOL RELATED	2	3	-33%	14	8	75%
DWI ARRESTS	0	0	0%	0	2	-100%
PUBLIC INTOXICATION	2	3	-33%	14	6	133%
MINOR POSSESSION	0	0	0%	0	0	0%
JUVENILE CUSTODY	2	2	0%	9	5	80%
TOTAL ARRESTS	28	51	-45%	178	220	-19%
POLICE RESPONSE DATA						
POLICE CALLS FOR SERVICE	1703	1162	46.6%	6651	5405	23%
AVERAGE RESPONSE TIMES						
PRIORITY II, III, & IV	10.72	9.61	11.6%	12.14	10.14	19.7%
PRIORITY I	7.46	7.14	4.5%	6.18	6.28	-1.6%
EMERGENCY COMMUNICATIONS						
ALL DISPATCHED CALLS FOR SERVICE	2105	2602	-19%	9476	12602	-25%
9-1-1 CALLS (PHONE CALLS)	1227	1183	4%	5352	5820	-8%
PERSONNEL DATA						
AUTHORIZED SWORN		24				
AUTHORIZED SWORN ACTUAL		24				
AUTHORIZED SWORN VACANCIES		0				
ACTUAL SWORN (PT)		4				
AUTHORIZED RESERVE STRENGTH		5				
ACTUAL RESERVE STRENGTH		0				
SUPPORT SERVICE MANAGER (FT)		1				
SUPPORT SERVICE MANAGER (FT) VACANCIES		0				
DISPATCH SUPERVISOR (FT)		1				
DISPATCH SUPERVISOR (FT) VACANCIES		0				
AUTHORIZED CIVILIAN PST (FT)		6				
AUTHORIZED CIVILIAN PST (FT) VACANCIES		1				
AUTHORIZED CIVILIAN PST (PT)		5				
AUTHORIZED CIVILIAN PST (PT) VACANCIES		3				
AUTHORIZED CIVILIAN SST (FT)		3				
AUTHORIZED CIVILIAN SST VACANCIES		0				
SCHOOL CROSSING GUARD (PT)		3				
SCHOOL CROSSING GUARD (PT) VACANCIES		0				
AUTHORIZED OFFICERS PER 1000 POP.		1.49				
TOTAL EMPLOYEES PER 1000		1.80				

**SEAGOVILLE POLICE DEPARTMENT
POLICE CHIEF'S MONTHLY REPORT**

	May	May	%	2019	2018	%
	2019	2018	CHANGE	YEAR TO DATE	YEAR TO DATE	CHANGE
ALARM CALLS FOR SERVICE						
TOTAL ALARMS RECEIVED	147	158	-7%	624	654	-5%
TRUE ALARMS	0	1	-100%	2	1	100%
FALSE ALARMS	147	157	-6%	622	653	-5%
VEHICLES IMPOUNDED						
INCIDENTAL TO ARREST	9	12	-25%	37	43	-14%
ABANDONED ROADWAY	1	2	-50%	13	18	-28%
RECOVERED STOLEN	10	4	150%	26	36	-28%
UNLICENSED DRIVER	3	0	100%	9	4	125%
ACCIDENT	10	17	-41%	38	71	-46%
WARRANTS SERVED						
SEAGOVILLE COURTS	29	62	-53%	237	292	-19%
OTHER COURTS	24	71	-66%	204	309	-34%
CRIMINAL INVESTIGATIONS						
NUMBER OF CASES RECEIVED	123	139	-12%	619	665	-7%
CASES CLEARED BY ARREST	18	36	-50%	111	169	-34%
FALSE REPORTS	0	0	0%	0	0	0%
EXCEPTIONAL MEANS	23	16	44%	65	68	-4%
SUSPENDED / NO LEADS	34	32	6%	177	170	4%
OTHER / CLOSED	23	30	-23%	116	151	-23%
UNFOUNDED	2	2	0%	14	6	133%
REVENUE FRONT WINDOW	18626.15	13612.23	36.8%	79943.68	79508.51	0.5%



City of Seagoville Police Department

600 North US Highway 175
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Seagoville Police Department City Council Presentation

Year to Date Seagoville Animal Services Stats for 2019

Canine Intakes, Adoptions, Rescues, and Return to Owner

Description	April	May	June	Total	YTD Total
Stray	36	45		81	193
Surrenders	4	2		6	13
Adoptions	20	28		48	127
Rescues	5	8		13	26
Return to Owner	12	10		22	53

Feline Intakes, Adoptions, Rescues, and Return to Owner

Stray	10	23		33	58
Surrenders	0	0		0	0
Adoptions	8	14		22	48
Rescues	0	0		0	0
Return to Owner	0	0		0	0

Animal Services Activity for the 2nd quarter of 2018

Calls for Service	182	196		378	985
After Hour Calls	59	63		122	323
Volunteer Hours	298	316		614	1497
Verbal Warnings	1	1		2	14
Written Warning	2	0		2	2
Citations	1	0		1	2

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
CRIMINAL JUSTICE PROGRAM**

**PRIORITY LIST
FY20 JUSTICE ASSISTANCE GRANT PROGRAM**

RANK	Current Application #	COMMITMENT YEAR	APPLICANT	PROJECT TITLE	COUNTY	AMOUNT REQUESTED BY APPLICANT	AMOUNT RECOMMENDED BY COG	CJPDC SCORE
CONTINUATION PROJECTS								
1	3339603	Year 3 of 3	Allen, City of	Child Abuse Investigator	Collin	\$80,000.00	\$80,000.00	87.70000
2	3803301	Year 3 of 3	Hurst, City of	Mental Health Services	Tarrant	\$101,000.00	\$101,000.00	85.10000
3	3651502	Year 2 of 3	Rockwall County	Crimes Against Children Prosecutor	Rockwall	\$82,780.00	\$82,780.00	86.86670
TOTAL CONTINUATION PROJECTS						\$263,780.00	\$263,780.00	
NEW PROJECTS RECOMMENDED FOR FUNDING								
4	3757401	NEW	Hunt County	Upgrade to P25 Compliant Radios	Hunt	\$239,750.00	\$239,750.00	90.72730
5	3821301	NEW	Frisco, City of	360 Investigations	Collin	\$11,065.00	\$11,065.00	89.10000
6	3861301	NEW	Cockrell Hill, City of	P25 Radio Project	Dallas	\$78,154.00	\$78,154.00	89.09090
7	3795401	NEW	Granbury, City of	Force Simulator	Hood	\$65,000.00	\$65,000.00	88.10000
8	3774401	NEW	Carrollton, City of	3D Crime Scene Scanner	Dallas	\$129,372.50	\$129,372.50	87.54550
9	3861501	NEW	Weatherford, City of	Use of Force Training Simulator	Parker	\$45,000.00	\$45,000.00	86.88890
10	3826901	NEW	Tarrant County*	Social Media Listening Regional Project	Tarrant	\$100,000.00	\$60,000.00	86.00000
11	3767201	NEW	North Richland Hills, City of	3D Laser Scanner	Tarrant	\$80,000.00	\$80,000.00	84.81820
12	3786901	NEW	Flower Mound, City of	Marine Safety and Enforcement	Denton	\$95,860.00	\$95,860.00	83.22220
13	3805701	NEW	Grapevine, City of	Forensic Equipment Enhancement	Tarrant	\$24,000.00	\$24,000.00	81.90910
14	3769601	NEW	Haltom, City of	Public Safety Radio Improvement Project	Tarrant	\$78,654.40	\$78,654.40	81.72730
15	3764801	NEW	Stephenville, City of	Radio Improvement Project	Erath	\$65,000.00	\$65,000.00	81.18180
16	3798001	NEW	Kennedale, City of	Police Body Cameras	Tarrant	\$64,360.00	\$64,360.00	80.60000
17	3774301	NEW	Tarleton State University	Police Legitimacy Program	Erath	\$35,822.00	\$35,822.00	80.30000
18	3830701	NEW	University of Texas at Arlington	Threat Assessment and Community Education Officer	Tarrant	\$80,000.00	\$80,000.00	78.10000
19	3851001	NEW	Dalworthington Gardens, City of	Technology Update	Tarrant	\$55,854.00	\$55,854.00	77.40000
20	3727601	NEW	Seagoville, City of	Mobile Computer Replacement Project	Dallas	\$75,460.00	\$75,460.00	76.50000
21	3806801	NEW	Kaufman County	Evidence Disposal Incinerator	Kaufman	\$42,599.00	\$42,599.00	74.10000
22	3745001	NEW	Mansfield, City of	In-car Camera Project	Tarrant	\$80,000.00	\$80,000.00	73.20000
23	3838101	NEW	Bridgeport, City of	Mobile Software Programming	Wise	\$43,669.00	\$43,672.00	73.20000
24	3812101	NEW	Erath County	Body and Car Camera Replacement Program	Erath	\$80,000.00	\$80,000.00	72.70000
25	3752001	NEW	Collin County	Criminal Intelligence Analysts	Collin	\$160,000.00	\$160,000.00	72.12500
26	3788201	NEW	Waxahachie, City of*	Mental Health Peace Officer Training	Ellis	\$26,000.00	\$16,000.00	71.80000
27	3821101	NEW	Eules, City of	Bike Patrol Unit	Tarrant	\$24,970.72	\$24,970.72	70.00000
TOTAL NEW PROJECTS						\$1,780,590.62	\$1,730,593.62	
TOTAL FUNDS REQUESTED / RECOMMENDED						\$2,044,370.62	\$1,994,373.62	

*COG recommended amount differs from amount requested by applicant. Project #10: This project currently funded for FY19; applicant submitted renewal for FY20 cycle. Due to late award the FY19 project grant period expects to be extended through March 2020. At OOG's request, CJPDC recommendation reflects prorated amount to cover FY20 grant period of April 2020 thru September 2020 (if funded). Project #26: CJPDC recommends funding for \$16,000; CJPDC could not justify/support the original requested amount.

Continued on next page

**NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
CRIMINAL JUSTICE PROGRAM**

**PRIORITY LIST
FY20 JUSTICE ASSISTANCE GRANT PROGRAM**

RANK	Current Application #	COMMITMENT YEAR	APPLICANT	PROJECT TITLE	COUNTY	AMOUNT REQUESTED BY APPLICANT	AMOUNT RECOMMENDED BY COG	CJPDC SCORE
NOT RECOMMENDED FOR FUNDING								
	3840801	N/A	Innocence Project of Texas**	Deadline: Reviewing Post-Conviction Cases Before Evidence Gets Destroyed in Dallas County	Dallas	\$50,000.00	\$0.00	69.55550
	3877301	N/A	Bedford, City of**	Video Surveillance System	Tarrant	\$75,000.00	\$0.00	68.40000
	3804301	N/A	Dallas, City of**	FreshStart Reentry Job Placement Program	Dallas	\$62,760.00	\$0.00	68.00000
	3805301	N/A	Trophy Club, Town of**	School Resource Police Vehicle Initiative	Denton	\$61,435.90	\$0.00	67.40000
	3770001	N/A	White Settlement, City of**	Police Portable Radios	Tarrant	\$158,207.40	\$0.00	67.09090
	3831301	N/A	Arlington, City of**	Commercial Vehicle Enforcement Portable Scales	Tarrant	\$100,000.00	\$0.00	66.54550
	3719701	N/A	Prosper, Town of**	Communications Enhancement and Interoperability	Collin	\$80,000.00	\$0.00	65.72730
	3759501	N/A	Azle, City of**	Major Scene and Remote Operations Technology Upgrade	Tarrant	\$42,947.00	\$0.00	63.00000
	3795301	N/A	Allen, City of**	Criminalist	Collin	\$78,128.72	\$0.00	61.30000
	3514203	N/A	Dallas County**	Human Rights Project	Dallas	\$249,518.00	\$0.00	59.10000
	3806401	N/A	Hurst, City of**	Body-Worn Cameras	Tarrant	\$79,760.00	\$0.00	57.40000
	3820001	N/A	Westover Hills, Town of**	Updated P-25 Radio Project	Tarrant	\$64,012.00	\$0.00	56.72730
	3870701	N/A	Dallas, City of**	Domestic Violence Community Court Diversion Docket	Dallas	\$76,056.00	\$0.00	45.00000
*Per CJPDC Policies and Procedures, section 5.3: A minimum score of seventy (70) is required for a project to be recommended for funding regardless of program category.								
	3880601	N/A	Greenville, City of***	Soft Body Armor	Hunt	\$13,200.00	\$0.00	0.00000
***Applicant did not submit required NCTCOG Addendum. Per CJPDC Policies and Procedures, Section 3.4: NCTCOG may require that additional information be submitted directly to NCTCOG for scoring purposes. Project was not scored/not recommended.								
	3868201	N/A	Commerce, City of****	Mobile Data Terminal and Hardware Project	Hunt	\$111,217.00	\$0.00	0.00000
	3878501	N/A	Kilgore College****	Required and Supplemental Law Enforcement Training (NCTCOG)	16-County Region	\$1,416,460.58	\$0.00	0.00000
	3721801	N/A	River Oaks, City of****	Criminal Justice Program FY2020	Tarrant	\$71,232.00	\$0.00	0.00000
	3867801	N/A	Southwestern Christian College****	Public Safety Project	Kaufman	\$122,000.00	\$0.00	0.00000
****Applicants did not attend mandatory grant application workshop per CJPDC Policies & Procedures, Section 3.2.1. Attendance is mandatory for all FY20 applicants wishing to submit a new and/or a continuation application in Juvenile Justice, JAG, or Violence Against Women. Applicants did not submit required NCTCOG Addendum per CJPDC Policies & Procedures, Section 3.4: NCTCOG may require that additional information be submitted directly to NCTCOG for scoring purposes. Projects not scored/not recommended.								
Tie Scores: Per CJPDC Policies and Procedures, Section 5.4.5: In the event of a tie score when the projects are ranked, staff will delete a high score and a low score until the tie is broken. Projects will be placed on the priority list in the order of the tiebreaker score.								
Application Limitations: Per CJPDC Policies and Procedures, Section 4.3.1: Non-profit applicant agencies (including hospitals and faith-based organizations) have a suggested cap of \$50,000 for new JAG applications being scored and prioritized. Units of Local Government, ISDs, Native American tribes, Councils of Governments, State Agencies, Colleges and Universities have a suggested cap of \$80,000 for new JAG applications being scored and prioritized that benefit one (1) service area/jurisdiction; a suggested cap of \$160,000 on new JAG applications being scored and prioritized that benefit two (2) service areas/jurisdictions; and a suggested cap of \$240,000 on new JAG applications being scored and prioritized that benefit three (3) or more service areas/jurisdictions.								

Regular Session Agenda Item: 1

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the Board of Directors of the Seagoville Economic Development Corporation ratifying the President/CEO's negotiation and execution of the Purchase and Sale Agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville, Texas relating to the purchase by the Corporation of two (2) parcels of land totaling approximately 5.677 acres and being described as (1) lot 2 block 1 of Seagoville Place, and (2) lot 1, block 1 of replat of part of Seagoville Place, both being located in Dallas County, Texas (Collectively, the "Property") for a purchase price not to exceed \$430,000 plus standard closing costs, further authorizing the President/CEO to take such further action and sign such documents as necessary to complete the purchase of said property; and providing an effective date.

BACKGROUND OF ISSUE:

In May of 2019, a locally owned business entered into a discussion with the SEDC concerning the possibility of grant assistance for the purchase of land necessary to expand his existing business and to potentially locate new businesses. SEDC staff located 5.677 acres owned by Victory Baptist Church of Seagoville. According to the owner of the local business seeking to expand the aforementioned property is exactly what his business needs to expand and to add additional new businesses.

A Purchase and Sale Agreement between the SEDC and Victory Baptist Church of Seagoville was executed on May 16, 2019. The sale price is \$430,000, which is \$10,000 over the appraisal determination but is well within the legal requirements for the SEDC to make the purchase.

If approved tonight the SEDC will ratify the acts of the President/CEO in negotiating and executing the Purchase and Sale Agreement and will authorize the President/CEO to take further action and sign such documents as necessary to complete the purchase of the property.

FINANCIAL IMPACT:

The sale price of the property is \$430,000, plus appraisal, survey and closing costs.

RECOMMENDATION:

Staff recommends the SEDC Board of Directors approve this land purchase.

EXHIBITS:

1. Land appraisal
2. Survey
3. Purchase and Sale Agreement

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION RATIFYING THE PRESIDENT/CEO'S NEGOTIATION AND EXECUTION OF THE PURCHASE AND SALE AGREEMENT EFFECTIVE MAY 16, 2019 BETWEEN THE CORPORATION AND VICTORY BAPTIST CHURCH OF SEAGOVILLE TEXAS RELATING TO THE PURCHASE BY THE CORPORATION OF TWO PARCELS OF LAND TOTALING APPROXIMATELY 5.677 ACRES AND BEING DESCRIBED AS (1) LOT 2 BLOCK 1 OF SEAGOVILLE PLACE, AND (2) LOT 1, BLOCK 1 OF REPLAT OF PART OF SEAGOVILLE PLACE, BOTH BEING LOCATED IN DALLAS COUNTY, TEXAS (COLLECTIVELY, THE "PROPERTY") FOR A PURCHASE PRICE NOT TO EXCEED \$430,000.00 PLUS STANDARD CLOSING COSTS, AND FURTHER AUTHORIZING THE PRESIDENT/CEO TO TAKE SUCH FURTHER ACTION AND SIGN SUCH DOCUMENTS AS NECESSARY TO COMPLETE THE PURCHASE OF SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (the "Corporation") is a Texas non-profit corporation organized and operating under the laws of the State of Texas, is qualified to do business in Texas, and is in good standing; and

WHEREAS, neither the articles of incorporation nor the bylaws of the Corporation limit the power of the board of directors to pass the motion set forth below except that prior to expenditure of any funds, such action must be approved by the City Council of the City of Seagoville, Texas; and

WHEREAS, the President/CEO of the Corporation negotiated and executed the Purchase and Sale Agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place and (2) Lot 1, Block 1 of Replat of Part of Seagoville Place, both being located in Dallas County, Texas (collectively, the "Property") for a purchase price not to exceed \$430,000.00; plus standard closing costs and

WHEREAS, the Corporation desires to ratify the acts of the President/CEO in negotiating and executing said Purchase and Sale Agreement and further desires to authorize the President/CEO to take such further action and sign such documents as necessary to complete the purchase of the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The acts of the President/CEO of the Corporation in negotiating and executing the Purchase and Sale Agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place and (2) Lot 1, Block 1 of Replat of Part of Seagoville Place, both being located in Dallas County, Texas (collectively, the "Property") for a purchase price not to exceed \$430,000.00 plus standard closing costs are hereby ratified and the President/CEO or his designee is hereby authorized to take such other and further actions and to sign such documents, all on behalf of the Corporation, as

may be necessary to complete the purchase of the Property, including but not limited to authorizing and making the payment of the purchase price, closing costs, and other expenses from funds currently available that the Corporation, as purchaser, is obligated to pay pursuant to the Purchase and Sale Agreement.

SECTION 2. This Resolution shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, SEAGOVILLE, DALLAS COUNTY, TEXAS ON THIS THE 1ST DAY OF JULY, 2019.

APPROVED:

Jose Hernandez, Chairman

APPROVED AS TO FORM:

ATTEST:

Victoria W. Thomas, SEDC Attorney
(062619 109074)

Kandi Jackson, SEDC/City Secretary

APPRAISAL REPORT

**VACANT LAND TRACT
E/C OF US HIGHWAY 175 AND EAST SIMONDS ROAD
SEAGOVILLE, DALLAS COUNTY, TEXAS 75159**

FOR

**NICHOLS JACKSON DILLARD HAGER AND SMITH, LLP
500 NORTH AKARD STREET/1800 ROSS TOWER
DALLAS, TEXAS 75201**

**PYLES WHATLEY CORPORATION
16910 DALLAS PARKWAY, SUITE 100
DALLAS, TEXAS 75248**



Page 2
Ms. Victoria Thomas
April 4, 2019

The following report sets forth a description of the subject property, along with a summary of the market data considered and the conclusions derived from such data. Your attention is directed to the general assumptions and limiting conditions of this appraisal.

If you should have questions concerning any portion of this appraisal, please contact our office.

Respectfully submitted,

PYLES WHATLEY CORPORATION



Richard McBride

State of Texas Certification #TX-1380335-G

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS



Subject Property	Vacant Land Tract	
Location	E/c of US Highway 175 and East Simonds Road Seagoville, Dallas County, Texas	
Mapsco	DA-70-Z	
Land Area (per tax card)	247,290 SF	5.677 AC
Zoning	PD, Commercial	
Reasonable Exposure Time	12-18 months	
Reasonable Marketing Period	12-18 months	
Market Value Indicators	<u>As Is</u>	
Cost Approach	N/A	
Sales Comparison Approach (Land Value)	\$420,000	
Income Capitalization Approach	N/A	
Market Value Opinion		
Fee Simple, As Is (Land) - ±5.677 acres	\$	420,000
Date of Appraisal Value	March 20, 2019	
Date of Inspection	March 20, 2019	
Date of Appraisal Report	April 4, 2019	

LETTER OF TRANSMITTAL	
SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS	
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Purpose of the Appraisal

The purpose of this appraisal is to render an opinion of the market value of the subject property. The report complies with the requirements of the Uniform Standards of Professional Appraisal Practice, the Code of Ethics of the Appraisal Institute, and Texas Real Estate Commission Rules. The report is also prepared in accordance with the client's appraisal guidelines.

The appraisal problem, as applied to the subject, is to determine the property's market value. "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming that neither is under undue duress." The Appraisal of Real Estate, 14th Edition, 2013, Appraisal Institute, Chicago, Illinois

Effective Date of the Appraisal

The subject property is being appraised as of March 20, 2019, and is subject to the market influences and economic conditions, which existed on that date. This date is also known as the effective date and is the date of the opinions and conclusions found in this report. The property was also inspected and photographed on March 20, 2019, which included a visual observation of the site and any improvements. The date of this appraisal report is April 4, 2019.

Property Rights Appraised

Three primary property rights may typically be appraised. They are fee simple estate, leased fee estate, and leasehold estate. These rights are defined as follows:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat.

Leased Fee Estate - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate - The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

In this report, we develop a market value opinion of the *fee simple interest* in the real property.

Subject Identification & Legal Description

Property Type:	Vacant land tract
Ownership:	Victory Baptist Church of Seagoville
Subject Property Location:	E/c of US Highway 175 and East Simonds Road Seagoville, Dallas County, Texas
Zip Code:	75159
Legal Description:	Lots 1 and 2, Block 1, Seagoville Place Addition, City of Seagoville, Dallas County, Texas

Subject History

According to the Dallas Central Appraisal District records, the current owner is Victory Baptist Church of Seagoville. Per Deed Instrument Number 200600091028, the subject was transferred to the Victory Baptist Church of Seagoville from the First Assembly of God Church of Seagoville on March 13, 2006 for an undisclosed amount. According to public records, there have been no other transfers of the subject property within the past three years. The subject is currently listed for sale with Rockin R Real Estate for \$430,000, or \$1.74 per square foot, and has been on the market for approximately 1,700 days.

Please note that this information is included only to satisfy the requirements of USPAP. It is not intended as a guarantee to the chain of title and a title search should be performed by a title company should a definitive abstract be desired.

Intended Use, Intended User, and Client

The client is Nichols Jackson Dillard Hager and Smith, LLP. The intended use of this report is for internal decision-making and analyses for the Seagoville Economic Development Corporation, Nichols Jackson Dillard Hager and Smith, LLP's officers, administrators, employees, lending co-participants (if any), assignees, and appropriate regulatory agencies. The intended users are Nichols Jackson Dillard Hager and Smith, LLP, and the Seagoville Economic Development Corporation. Any other user or uses are not intended or authorized. Use of this appraisal for any other use or by another user or appraisal date may invalidate the findings and conclusions.

Data Researched

For this report, the subject market was researched for all pertinent data relating to the appraisal problem including collecting and confirming data through brokers, appraisers, property owners, lessees/lessors, and others familiar with the real estate market. The information provided by these sources is deemed reliable but is not guaranteed.

In addition, verifiable third-party sources were utilized including Costar Realty Information, Roddy Information Services, Loopnet, and the Multiple Listing Service (MLS). Additional market data were extracted from market reports and data circulated and purchased from Robert G. Watts/RealtyRates.com, Real Estate Research Corporation, Price Waterhouse Coopers Korpacz Investor Survey, and M/PF Yieldstar. When third party sources are utilized in the report, a reference to the source is made. The information provided by these sources is deemed reliable but is not guaranteed.

Competency

The appraisers involved in this assignment have, collectively, considerable experience in appraising this property type. The appraisers are actively engaged in appraisal work in the geographical area of the subject property. The company maintains a database on this area for similar properties. We have adequate knowledge of the property type and location to meet the competency requirements of the Uniform Standards of Professional Appraisal Practice.

In addition, other appraisers in the market would perform similar actions in the appraisal process to fulfill the scope of work in this assignment and the appraisal meets or exceeds the expectations of parties who are regularly intended users for similar assignments.

Scope of the Appraisal

Richard McBride performed all aspects of this report, which included the following:

- Communicated with Victoria Thomas, of Nichols Jackson Dillard Hager and Smith, LLP, regarding the appraisal assignment; a narrative appraisal report meets the client's requirements.
- Communicated with the listing agent, regarding the history and the details of the subject.
- Researched the public records for data on the subject property, including zoning, assessments, taxes, acreage, buildings and site improvements, and maps.
- A preliminary search of all available resources was made to determine market trends, influences and other significant factors pertinent to the subject property. The property is identified previously in this report.
- Richard McBride inspected the subject property and subject neighborhood on March 20, 2019; photographs were taken of the subject and the comparable sales. Although due diligence was exercised while inspecting the property, the appraiser is not an expert in such matters as soils, structural engineering, hazardous waste, etc., and no warranty is given as to these elements. The owner or owner's representative was not present during the inspection.
- Research and collection of data (land sales, escrow sales, and listings) were performed as present in the market area and of sufficient quality to express an opinion of value as defined herein. The appraiser examined data from the Costar Realty Information, Roddy Information Services, Loopnet, Multiple Listing Service (MLS), county records, and owner interviews.
- An analysis of the highest and best use was completed.
- Gathered and analyzed the market data to reach an estimate of market value for the fee simple interest of the subject, using the sales comparison approach to value.
- Assembled and wrote the narrative report, complete with maps, photos, and supporting addenda.

The definition of market value is:

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming that neither is under undue duress.” *

* The Appraisal of Real Estate, 14th Edition, 2013, Appraisal Institute, Chicago, Illinois, p. 58

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute require the appraiser to "set forth all assumptions and limiting conditions that affect the analyses, opinions, and conclusions in the report". In compliance therewith, and to assist the reader in interpreting this report, such general assumptions and limiting conditions are set forth below. Specific assumptions, if any, are referred to in the transmittal letter and their location in the report detailed.

Title is assumed to be marketable, free, and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

No opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, notwithstanding the fact that such matters may be discussed in the report.

No opinion is expressed on the value of subsurface oil, gas or mineral rights, water rights, or whether the property is subject to surface entry for the exploration or removal of such, except as expressly stated.

The date of value to which the opinions expressed in this report apply is set forth in the letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated. The opinion of value is considered reliable only as of the date of the appraisal.

The valuation is reported in dollars of U.S. currency prevailing on the date of the appraisal.

Maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose unless specifically identified as such.

All information and comments pertaining to this and other properties included in the report represent the personal opinion of the appraiser, formed after examination and study of the subject and other properties. While it is believed the information, estimates and analyses are correct, the appraiser does not guarantee them and assumes no liability for errors in fact, analysis or judgment.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designation) shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without written consent and approval of the undersigned.

The appraiser is not required to give testimony or to appear in court by reason of this appraisal, unless prior arrangements have been made.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The distribution of the total valuation in this report between land and improvements applies only under the existing or proposed/completed program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Certain information concerning market and operating data were obtained from others. This information is verified and checked, where possible, and is used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed.

Opinions of value contained herein are opinions only. There is no guarantee, written or implied, that the subject property will sell for such amounts. Prospective values are based on market conditions as of the effective date of the appraisal. The appraiser is not responsible if unforeseeable events alter market conditions subsequent to the effective date of the appraisal. As a personal opinion, valuation may vary between appraisers based on the same facts.

No responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes can be assumed without provision of specific professional or governmental inspections. While the general conditions of the property were observed, no guarantee can be made concerning the individual components of the structures including but not limited to the heating system, plumbing, electrical services, roof, possible termite damage or building foundation. This appraiser is not qualified to make a complete inspection of any well or septic system, consequently, it was beyond the scope of this report and no statements can be made concerning the adequacy or condition of these or other systems.

No investigation - unless presented in other sections of this report - was made by the appraiser to determine if asbestos, fiberglass, or synthetic mineral fiber products are present in improved properties. The existence of such products, if any, would have to be determined by a qualified inspector. It is assumed that there is no asbestos, fiberglass, synthetic mineral fiber products, nor other contaminants present that would materially affect value.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

No investigation - unless presented in other sections of this report - was made by the appraiser to determine if any toxic materials are present on the subject tract. The existence of such materials, if any, would have to be determined by a qualified inspector. It is assumed that no toxic materials are present that would materially affect value or development costs.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

A reasonable investigation was made to determine the existence of any underground storage tanks (UST) on the subject site. If USTs are present on the subject site details are provided in other sections of this report.

In the event the appraisal is based upon proposed improvements, it is assumed that the improvements will be completed in substantial conformity with plans and specifications, which have been furnished to the appraiser, and with good materials and workmanship. It is also assumed that the proposed foundation and construction techniques are adequate for the existing sub-soil conditions.

Personal property, fixtures, or intangible items that are not real property, that are included in the appraisal, are identified as Furniture, Fixtures and Equipment, or FF&E.

Extraordinary Assumptions and Hypothetical Conditions: The Uniform Standards of Professional Appraisal Practice require the disclosure of hypothetical conditions and extraordinary assumptions when employed in the development of an appraisal. The use of these may have affected the assignment results.

As defined in the Uniform Standards of Professional Appraisal Practice, an extraordinary assumption is “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”

As defined in the Uniform Standards of Professional Appraisal Practice, a hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.”

EXTRAORDINARY ASSUMPTIONS

None.

HYPOTHETICAL CONDITIONS

None.

Various terms and symbols are used throughout the appraisal report. The following are definitions of the terms and explanations of the symbols used:

Anticipation – The perception that value is created by the expectation of benefits to be derived in the future.

Appreciation - Increase in value due to increase in cost to reproduce, value over the cost, or value at some specified earlier point in time, brought about by greater demand, improved economic conditions, increasing price levels, reversal of depreciating environmental trends, improved transportation facilities, direction of community or area growth, or other factors.

Depreciation - A loss of utility and hence value from any cause. An effect caused by physical deterioration and/or obsolescence.

Effective Gross Income Multiplier - The ratio between the sale price (or value) of a property and its effective gross income; a single year's EGI expectancy or an annual average of several years' EGI expectancies.

Excess Land - In regard to an improved site, the land not needed to serve or support the existing improvement. In regard to a site considered as though vacant, excess land is the land not needed to accommodate the site's primary highest and best use. Such land may have its own highest and best use or may allow for future expansion of the existing or anticipated improvement. If the excess land is marketable or has value for a future use, its market value as vacant land is added to the opinion of market value of the economic entity.

Exposure Time - The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

External (Economic) Obsolescence - Impairment of desirability or useful life arising from factors external to the property, such as economic forces or environmental changes, which affect supply-demand relationships in the market. Loss in the use and value of a property arising from the factors of economic obsolescence is to be distinguished from loss in value from physical deterioration and functional obsolescence, both of which are inherent in the property. Also referred to as Location or Environmental Obsolescence.

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Functional Obsolescence - Impairment of functional capacity or efficiency. Functional obsolescence reflects the loss in value brought about by such factors as overcapacity, inadequacy, and changes in the art, that affect the property item itself or its relation with other elements comprising a larger property. The inability of a structure to perform adequately the function for which it is currently employed.

Business Enterprise Value - The value created by a proven property operation; considered a separate entity to be valued with an established business.

Highest and Best Use - That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Industrial Gross Lease - Tenant pays electrical usage, for increases in property taxes and insurance over a base year, and a pro-rata share of common area maintenance in some instances.

Investment Value - The specific value of an investment to a particular investor or class of investors based on individual investment requirements; distinguished from market value, which is impersonal and detached.

Leased Fee Estate - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate - The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

Lessee - One who has the right to use or occupy a property under a lease agreement; the leaseholder or tenant.

Lessee's Interest- See Leasehold Estate

Lessor - One who holds property title and conveys the right to use and occupy the property under a lease agreement; the leased fee owner or landlord.

Market Value - See Definition of Market Value

Market Value of the Going Concern – The market value of an established and operating business including the real property, personal property, financial assets, and the intangible assets of the business.

Market Price - The amount actually paid, or to be paid, for a property in a particular transaction. Differs from market value in that it is an accomplished or historic fact, whereas market value is and remains an estimate until proven. Market price involves no assumption of prudent conduct by the parties, or absence of undue stimulus, or of any other condition basic to the market value concept.

Market Rent - The rental income that a property would most probably command on the open market as indicated by current rentals being paid for comparable space as of the effective date of the appraisal.

Present Value - The current monetary value. It is the today's cash lump sum, which represents the current value of the right to collect future payments. It is the discounted value of aggregate future payments.

Replacement Cost New (RCN) – The estimated cost to construct, as of the effective date of the appraisal, a building with utility equivalent to the building being appraised, using contemporary materials, standards, design and layout. When this cost basis is used, some existing obsolescence in the property is assumed to be cured.

Substitution – The appraisal principle that states when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Surplus Land - In regard to an improved site, the land not necessary to support the highest and best use of the existing improvements, but because of physical limitations, building placement, or neighborhood norms, cannot be sold off separately. Such land may or may not contribute positively to value and may or may not accommodate future expansion of an existing anticipated improvement.

Utility – The ability of a product to satisfy a human want, need, or desire.

Zoning – The public regulation of the character and extent of real estate use through police power; accomplished by establishing districts or areas with uniform restrictions relating to improvements; structural height, area, and bulk; density of population; and other aspects of the use and development of private property.

Abbreviations

SF = square feet	PSF or /SF = per square foot	FF = front feet
LF = lineal feet	AC = acres	ROW = right of way
RR = railroad	CBD = central business district	GI = gross income
EGI = effective gross income	NOI = net operating income	PV = present value
OAR or R_o = overall capitalization rate	EDR or R_E = equity dividend rate	UA = usable area
GBA = gross building area	RA = rentable area	\pm = plus or minus from amount stated

Source of Definitions: The Dictionary of Real Estate Appraisal, Third Edition, Appraisal Institute, Chicago, Illinois, 1993.

STAGES OF VALUE

During the real estate development process, a property typically progresses from a state of unimproved land to construction of improvements to stabilized occupancy. In general, the market value associated with the property increases during these stages of development. After reaching stabilized occupancy, ongoing forces affect the property during its life, including physical wear and tear, changing market conditions, etc. These factors continually influence the property's market value at any given point in time. Opinions of value are developed on the basis of one or more of the following:

Market Value, As Is on the Appraisal Date – An opinion of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared.

Market Value, As If Complete on the Appraisal Date – The market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this opinion of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Prospective Future Value Upon Completion of Construction – The prospective future value of a property on the date construction is completed, based upon market conditions forecast to exist as of that completion date. The value estimate at this stage of value is stated in current dollars unless stated otherwise.

Prospective Future Value Upon Reaching Stabilized Occupancy – The prospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. The opinion of value at this stage of value is in current dollars unless stated otherwise.

Retrospective Value, As of Appraisal Date – An opinion of the market value of a property that is likely to have applied as of a specific historic date and as it physically and legally existed without hypothetical conditions, assumptions, or qualifications as of the specific historic date. The opinion of value at this stage of value is in current dollars unless stated otherwise.

The stages of value utilized in this report are as follows: *market value, as is, on the appraisal date.*

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

The subject property in this report is located in the Dallas/Fort Worth Metropolitan Area, one of the major financial and population centers in the nation. Therefore, an overview of the Metroplex is appropriate.

Downtown Dallas



Photograph Courtesy of the Dallas Convention & Visitors Bureau

Downtown Fort Worth



CLASSIFICATION

The classifications represented in the Dallas/Fort Worth area are:

Metropolitan Statistical Area (MSA) and Metropolitan Division (MD)



With a population of over 9.3 million, Dallas/Fort Worth and the surrounding area is the fourth largest MSA under this classification. The DFW MSA is comprised of two Metropolitan Divisions; Dallas-Plano-Irving or Dallas MD on the east and Fort Worth-Arlington or Fort Worth MD on the west. The Dallas MD includes Collin, Dallas, Denton, Ellis, Hunt, Kaufman, and Rockwall Counties with a 2018 estimated population of over 5.2 million. The Fort Worth MD is comprised of Hood, Johnson, Parker, Somervell, Tarrant, and Wise Counties with a 2018 estimated population of over 2.6 million.

CITY AND COUNTY CHARACTERISTICS**History/Introduction**

The city of Dallas, located in Dallas County, began as a small Trinity River settlement founded in 1841 by John Neely Bryan. Shortly after its founding, Dallas became part of the wagon train route, the Central National Highway of the Republic of Texas. Dallas was incorporated in 1857 despite its small population, and by 1870 had a population of only 2,960.

In the 1870's, Dallas citizens, bent on making their mark in the Southwest, coaxed the Houston & Texas Central Railroad, which ran north/south, and the westbound Texas Pacific Railroad to the city, thereby becoming a crossing point for the Northeast and Southwest.

With the advent of the railroad, Dallas quickly grew to 38,500 by 1890, and by 1920 the nation was referring to Dallas as "Big D". The city's growth has been mostly attributable to the efforts and influences of the business and private sector. Dallas became the center of finance and business in the Southwest when it petitioned for and received one of the twelve District Federal Reserve Banks in 1913. Since that time, Dallas has become the fifth largest financial center in the United States.

Situated in North Texas, Dallas and Fort Worth serve as the principal cities of the DFW metropolitan area (commonly called the Metroplex). Dallas is the main economic center while Fort Worth is the second largest cultural and economic center of the Metroplex.

Demographics/Population

The DFW MSA is the fourth largest metro area in the nation and larger than 33 of the states in the USA. Dallas is the third largest city in Texas and seventh in the nation. According to 2018 population estimates by the US Census Bureau, Dallas County is the ninth most populous county in the nation 2,621,971 persons. Within the City of Dallas is an estimated 2018 population of 1,336,752, which is also the county seat of Dallas County. Fort Worth ranks as the fifth largest city in the state of Texas and eighteenth in the United States. The city of Fort Worth serves as the county seat for Tarrant County which consists of a 2018 population of 2,064,733. Within the City of Fort Worth is a population count of 848,812.

Dallas/Fort Worth also ranks sixth in the nation in terms of urbanized land area. The urbanized area that includes the two cities and their contiguous suburbs consumed 1,779 miles of open land area.

Urban Area (2010)	Total Area (square miles)	Urban Area (2010)	Total Area (square miles)
New York	3,450	Dallas/Fort Worth	1,779
Los Angeles	1,736	Houston	1,660
Chicago	2,443	Washington DC	1,321
Philadelphia	1,981	Atlanta	2,645
Miami	1,239	Boston	1,874

Source: 2010 United States Census "Area Urban List"

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

The subsequent table illustrates growth trends, in total numbers and annualized percentages, of all the major cities, suburbs, and statistical regions from 1990 to 2018 estimate, with a 2023 estimate.

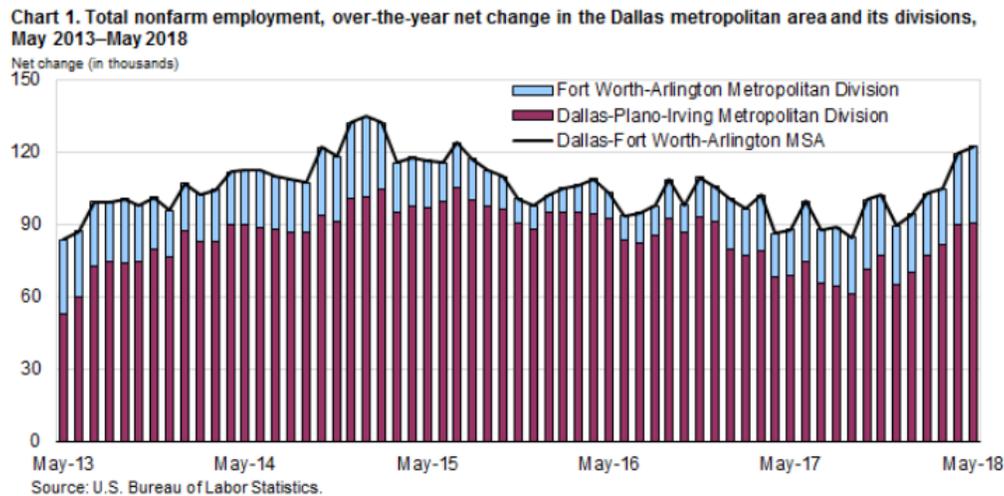
POPULATION ANNUALIZED GROWTH RATES						
AREA	1990	2000	2010	2018 (est.)	2023 (est.)	2010-2018 Change
DFW MSA	4,018,696	5,204,319	6,426,214	7,442,144	7,916,541	15.8%
Dallas MD	2,616,281	3,444,276	4,230,520	4,938,371	5,266,571	16.7%
Collin County	264,079	491,676	782,341	977,960	1,053,015	25.0%
Dallas County	1,848,177	2,219,132	2,368,139	2,621,971	2,771,420	10.7%
Denton County	276,586	430,999	662,614	845,253	915,297	27.6%
Ellis County	85,126	111,294	149,610	175,551	187,544	17.3%
Hunt County	64,353	76,602	86,129	94,793	99,792	10.1%
Kaufman County	52,355	71,493	103,350	124,517	133,815	20.5%
Rockwall County	25,605	43,080	78,337	98,326	105,688	25.5%
Fort Worth MD	1,402,415	1,760,043	2,195,694	2,503,773	2,649,970	14.0%
Hood County	28,995	41,111	51,182	58,960	62,076	15.2%
Johnson County	97,189	126,822	150,934	169,010	178,238	12.0%
Parker County	64,749	88,447	116,927	135,311	143,386	15.7%
Somervell County	5,352	6,798	8,490	8,946	9,174	5.4%
Tarrant County	1,171,454	1,448,085	1,809,034	2,064,733	2,186,532	14.1%
Wise County	34,676	48,780	59,127	66,813	70,564	13.0%
Addison	8,492	14,465	13,056	14,473	15,317	10.9%
Allen	20,202	41,942	84,246	105,051	113,144	24.7%
Arlington	265,420	334,292	365,438	415,221	439,787	13.6%
Carrollton	81,605	111,272	119,097	143,178	153,748	20.2%
Cedar Hill	23,200	32,529	45,028	49,877	52,751	10.8%
Coppell	17,676	36,902	38,659	42,659	45,144	10.3%
Dallas	1,005,904	1,182,168	1,197,816	1,336,752	1,414,754	11.6%
Denton	66,807	84,147	113,383	142,829	153,970	26.0%
Duncanville	33,595	35,702	38,524	42,589	45,034	10.6%
Farmers Branch	25,745	29,407	28,616	31,799	33,630	11.1%
Fort Worth	457,068	545,356	741,206	848,812	898,763	14.5%
Frisco	8,766	35,022	116,989	148,410	160,229	26.9%
Garland	179,932	214,822	226,876	250,682	265,124	10.5%
Grand Prairie	98,558	126,730	175,396	195,964	207,259	11.7%
Irving	154,084	191,011	216,290	239,285	253,036	10.6%
Lewisville	45,229	77,544	95,290	120,702	130,774	26.7%
McKinney	22,205	54,953	131,117	164,451	176,925	25.4%
Mesquite	101,162	125,619	139,824	154,435	163,316	10.4%
Murphy	1,093	3,068	17,708	22,064	23,782	24.6%
Plano	128,980	223,856	259,841	323,203	248,075	24.4%
Richardson	76,953	92,063	99,223	113,777	120,951	14.7%
Southlake	6,927	20,464	26,575	30,635	32,493	15.3%
Wylie	9,182	16,540	41,427	51,660	55,626	24.7%

Source: EASIDemographics.com

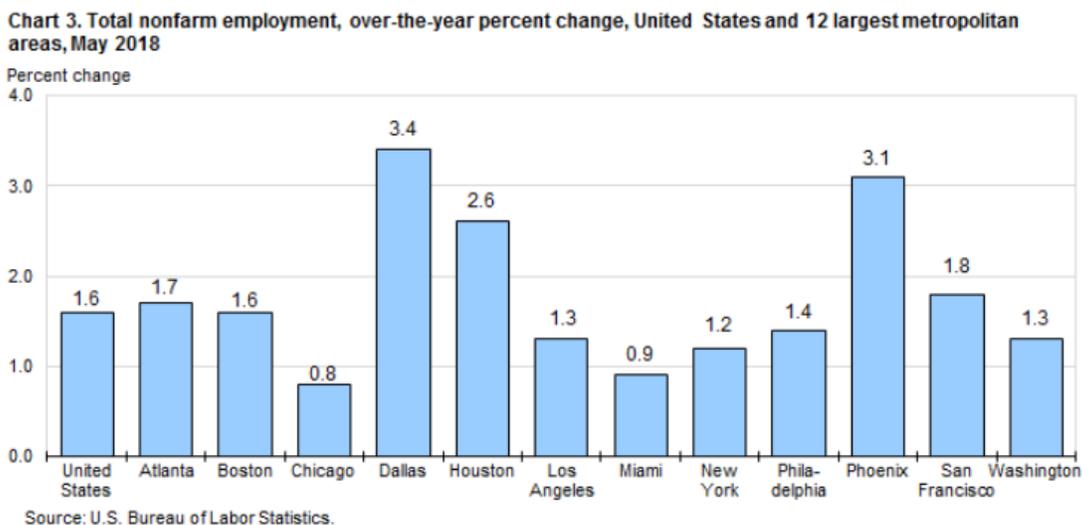
EMPLOYMENT AND ECONOMIC BASE

DFW MSA Employment

From May 2017 to May 2018, local nonfarm employment rose 3.4 percent, compared to the national rate of 1.6 percent. Dallas ranked first in both the rate of job growth and the number of jobs added. Total nonfarm employment in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area stood at 3,707,500 in May 2018, up 122,000 over the year, according to the U.S. Bureau of Labor Statistics.



Dallas-Fort Worth-Arlington was one of the nation’s 12 largest metropolitan statistical areas in May 2018. All 12 areas had over-the-year job growth during the period, with the rates of job growth in 5 areas exceeding the national increase of 1.6 percent. Dallas had the fastest rate of job growth, up 3.4 percent.



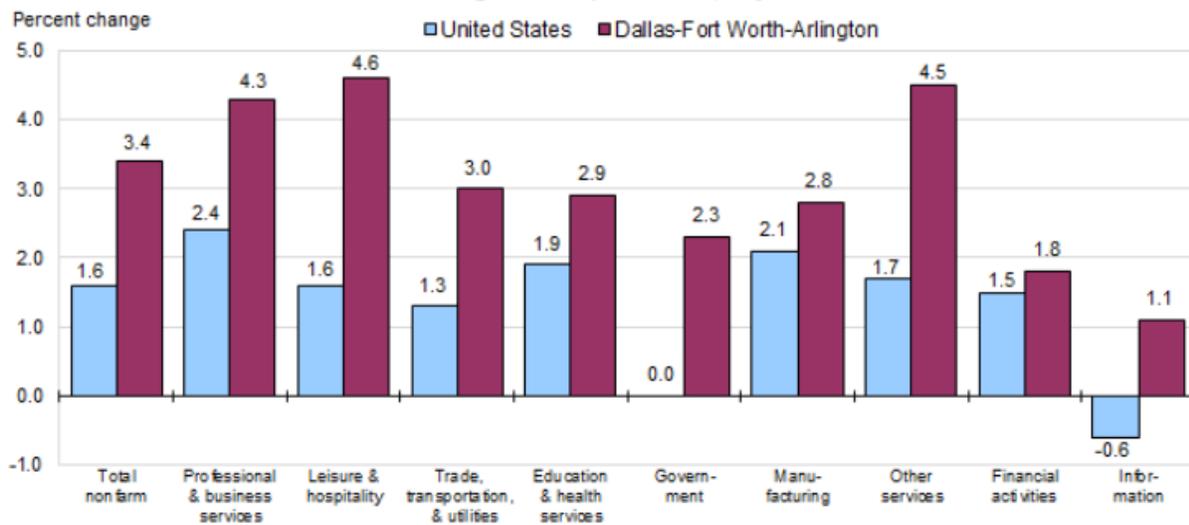
DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

**LABOR FORCE DATA
NOT SEASONALLY ADJUSTED**
Table 1. Civilian labor force and unemployment by state and metropolitan area

State and area	Civilian labor force				Unemployed								
	April		May		Number				Percent of labor force				
	2017	2018	2017	2018 ^P	April		May		April		May		
					2017	2018	2017	2018 ^P	2017	2018	2017	2018 ^P	
Tennessee - Continued													
Johnson City.....	91,220	91,125	90,285	90,641	3,286	2,758	3,216	2,948	3.6	3.0	3.6	3.3	
Kingsport-Bristol.....	138,125	139,547	138,388	139,138	5,156	4,278	5,113	4,413	3.7	3.1	3.7	3.2	
Knoxville.....	417,441	422,066	417,962	422,786	13,234	11,114	12,566	11,587	3.2	2.6	3.0	2.7	
Memphis.....	625,627	636,788	625,994	637,741	25,004	22,325	25,076	24,376	4.0	3.5	4.0	3.8	
Morristown.....	51,266	51,717	51,136	51,950	1,863	1,564	1,755	1,682	3.6	3.0	3.4	3.2	
Nashville-Davidson-Murfreesboro-Franklin.....	1,003,380	1,035,496	1,005,655	1,034,531	26,452	22,922	25,573	24,028	2.6	2.2	2.5	2.3	
Texas.....	13,527,232	13,863,075	13,498,726	13,836,477	559,386	520,621	557,907	515,248	4.1	3.8	4.1	3.7	
Ablene.....	75,714	77,367	75,607	76,983	2,596	2,478	2,809	2,460	3.4	3.2	3.7	3.2	
Amarillo.....	132,044	133,871	131,410	134,194	3,456	3,456	3,841	3,464	2.6	2.6	2.9	2.6	
Austin-Round Rock.....	1,149,292	1,190,455	1,149,397	1,188,870	33,406	32,886	34,409	32,871	2.9	2.8	3.0	2.8	
Beaumont-Port Arthur.....	175,907	174,843	174,572	173,197	11,739	10,753	11,278	10,263	6.7	6.2	6.5	5.9	
Brownsville-Harlingen.....	167,672	168,100	166,389	167,401	11,427	10,512	10,923	10,051	6.8	6.3	6.6	6.0	
College Station-Bryan.....	129,321	133,998	128,469	134,131	3,733	3,647	3,946	3,711	2.9	2.7	3.1	2.8	
Corpus Christi.....	210,686	208,630	209,771	208,186	11,728	10,622	11,209	10,187	5.6	5.1	5.3	4.9	
Dallas-Fort Worth-Arlington.....	3,773,905	3,904,883	3,767,275	3,899,693	132,899	131,095	134,860	131,059	3.5	3.4	3.6	3.4	
El Paso.....	356,314	361,588	354,949	359,939	15,769	15,021	15,969	14,839	4.4	4.2	4.5	4.1	
Houston-The Woodlands-Sugar Land.....	3,323,912	3,410,234	3,314,891	3,395,423	161,143	144,823	158,355	142,491	4.8	4.2	4.8	4.2	
Killeen-Temple.....	175,388	178,669	175,589	178,646	7,056	6,856	7,113	6,979	4.0	3.8	4.1	3.9	
Laredo.....	114,546	116,062	114,222	115,641	4,786	4,210	4,700	4,167	4.2	3.6	4.1	3.6	
Longview.....	97,589	97,750	96,775	97,046	5,073	3,991	4,844	3,919	5.2	4.1	5.0	4.0	
Lubbock.....	161,626	164,591	161,311	164,776	4,662	4,635	4,850	4,656	2.9	2.8	3.0	2.8	
McAllen-Edinburg-Mission.....	344,548	348,994	342,672	347,688	25,111	22,913	23,983	21,525	7.3	6.6	7.0	6.2	
Midland.....	90,316	98,666	90,799	99,674	2,752	2,078	2,742	2,115	3.0	2.1	3.0	2.1	
Odessa.....	77,224	80,968	77,333	80,529	3,337	2,241	3,196	2,235	4.3	2.8	4.1	2.8	
San Angelo.....	54,788	55,350	54,632	55,354	1,954	1,665	2,025	1,693	3.6	3.0	3.7	3.1	
San Antonio-New Braunfels.....	1,161,247	1,188,532	1,158,967	1,186,452	38,208	37,209	39,482	37,551	3.3	3.1	3.4	3.2	
Sherman-Denison.....	62,038	63,420	62,025	63,700	2,105	1,973	2,145	1,989	3.4	3.1	3.5	3.1	
Texarkana.....	65,026	65,190	64,887	65,476	2,712	2,738	2,836	3,173	4.2	4.2	4.4	4.8	
Tyler.....	105,647	108,138	106,531	108,845	4,048	3,718	4,101	3,769	3.8	3.4	3.8	3.5	
Victoria.....	46,551	45,606	46,322	45,379	2,196	1,784	2,114	1,741	4.7	3.9	4.6	3.8	
Waco.....	124,467	126,089	124,331	126,041	4,325	4,322	4,548	4,396	3.5	3.4	3.7	3.5	
Wichita Falls.....	65,180	65,580	64,957	65,449	2,260	2,089	2,299	2,133	3.5	3.2	3.5	3.3	

In previous years, the DFW diversified economic base has generated employment opportunities, which caused substantial amounts of growth and expansion. The Dallas/Fort Worth job market has changed from a traditional manufacturing and low-skill employment to a service, high tech, and high skill employment. The subsequent chart illustrates employment growth in industry sectors in Dallas/Fort Worth and nationwide.

Chart 2. Total nonfarm and selected industry supersector employment, over-the-year percent change, United States and the Dallas-Fort Worth-Arlington metropolitan area, May 2018



Source: U.S. Bureau of Labor Statistics.

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

Trade, transportation and utilities, the metropolitan area's largest supersector, added 22,400 jobs from May 2017. The 3.0 percent rate of local job growth was more than double the national rate of 1.3 percent. The professional and business services added 25,500 jobs from May 2017 to May 2018 and Dallas area's education and health services supersector added 14,600 jobs. Employment in leisure and hospitality rose by 14,700 from September 2015, an increase of 3.9 percent. While both local metropolitan divisions added jobs over the year, the rate of job growth in Dallas-Plano-Irving (5.1 percent) was nearly three times that of Fort Worth-Arlington (1.4 percent). Nationwide, leisure and hospitality employment rose 2.4 percent during the period compared to the 3.9 percent in the Dallas-Fort Worth-Arlington area.

The financial activities supersector added 14,700 jobs since 2015, a 5.3 percent increase, which was the largest industry job growth in the area. The local mining, logging, and construction supersector added 5,000 jobs over the year, an increase of 2.5 percent; this was the fastest annual rate of job growth since 2015. The Fort Worth-Arlington metropolitan division accounted for the largest share of the employment growth, up 3,600 jobs; specialty trade contractors added 3,400 of these jobs, a 9.6 percent gain since 2015.

Local Companies

The metropolitan area boasts a long list of national and international corporate headquarters, with many major companies relocating to DFW in the past twenty years. The availability of reasonably priced land, lower living cost for employees, favorable climate, and reasonable housing are great incentives.

DFW MSA is home to 21 of the 50 Fortune 500 Companies. The Metroplex is the fourth highest-ranking headquarters metro area behind New York, Chicago, and Houston. 72 major companies have moved their corporate HQ to Dallas since 2010 including Toyota North America, Liberty Mutual Insurance, Omnittracts, Ameriflight LLC, Topgolf, MoneyGram, HMS Holdings, and Six Flags Entertainment.

Below are the top ten employers located in North Texas:

Dallas/Fort Worth	
Top Ten Employers	No. of Local Employees
Wal-Mart Stores Inc.	34,000
American Airlines Group Inc.	27,000
Texas Health Resources	22,296
Dallas Independent School District	19,740
Baylor Scott & White Health	16,500
Lockheed Martin Corp.	13,750
Bank of America	13,500
City of Dallas	13,336
University of Texas Southwestern Medical Center	13,018
Texas Instruments Inc.	13,000
<i>Source: Dallas Business Journal 2018 Book of Lists</i>	

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

Below are the top ten public-sector companies located in North Texas as rated by their 2017 revenues:

Dallas/Fort Worth	
Top Ten Employers	2017 Revenue (billion)
Exxon-Mobil Corp.	\$268.31
AT&T, Inc.	\$132.87
Energy Transfer Equity LP	\$44.48
American Airlines Group Inc.	\$42.19
Energy Transfer Partners LP	\$32.62
Southwest Airlines Co.	\$26.35
Tenet Healthcare Corp.	\$24.36
Kimberly-Clarke Corp.	\$20.28
Fluor Corp.	\$18.94
HollyFrontier Corp.	\$14.63

Source: Dallas Business Journal 2018 Book of Lists

DALLAS/FORT WORTH INVESTMENT CRITERIA

According to the Real Estate Research Center's Real Estate Report, investment criteria are as follows:

DALLAS – 4Q 2018

Dallas Criteria First-Tier ¹ Investment Properties													
	Pre-Tax Yield (IRR) (%)			Going-In Cap Rate (%)			Terminal Cap Rate (%)			Anticipated 1-Year Growth Rate			
	RERC Estimate	South Region	U.S.	RERC Estimate	South Region	U.S.	RERC Estimate	South Region	U.S.	National Value	South Value	National Rent	South Rent
CBD	7.6	8.1	8.1	6.3	6.6	6.6	6.9	7.2	7.2	2.2	3.1	2.1	2.6
Suburban	8.2	8.2	8.4	6.6	6.9	6.9	7.2	7.4	7.5	1.9	2.6	1.9	2.0
Warehouse	7.9	8.2	8.0	6.3	6.8	6.6	6.9	7.3	7.1	2.9	4.3	2.9	3.5
R&D	8.7	8.9	8.6	6.8	7.5	7.1	7.2	7.9	7.6	2.0	3.4	2.2	2.6
Flex	8.5	8.8	8.5	7.0	7.2	7.1	7.5	7.8	7.6	2.3	3.3	2.3	2.7
Regional Mall	8.0	8.1	8.5	6.9	7.2	7.2	7.4	7.6	7.8	1.2	2.1	1.2	1.1
Power Center	8.3	8.4	8.7	7.0	7.0	7.1	7.5	7.4	7.7	1.2	1.9	1.2	1.6
Neigh/Comm.	8.0	8.3	8.5	6.7	7.3	7.1	7.2	7.7	7.7	2.0	2.6	1.9	2.2
Apartment	7.2	7.1	7.4	5.7	5.8	5.8	6.2	6.3	6.3	2.7	2.5	2.4	2.4
Hotel	9.8	9.0	9.2	7.4	7.4	7.6	8.5	8.0	8.1	2.5	2.6	2.7	2.7
Average	8.2	8.3	8.4	6.7	7.0	6.9	7.3	7.5	7.5	2.1	2.8	2.1	2.3

¹ First-tier investment properties are defined as the best quality assets in largest markets.

Source: Situs RERC, 4Q 2018.

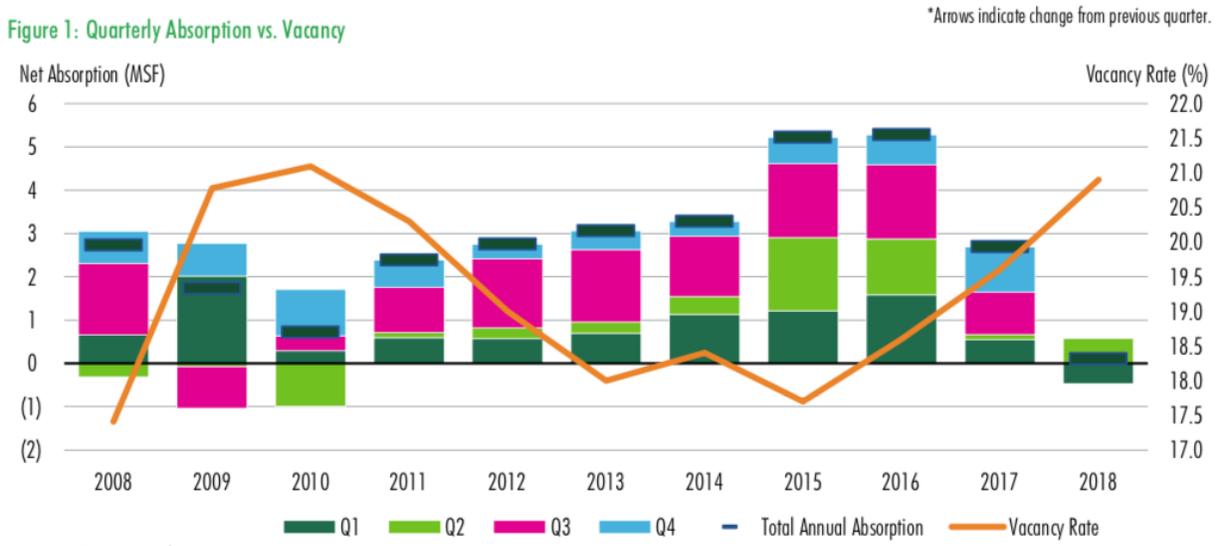
Office Market

The Dallas Fort Worth area has continued to experience significant demand in office space in 2018. The DFW Metroplex’s net office leasing totaled close to 216 million square feet, with the Dallas area being approximately 183.6 million square feet and the Fort Worth area being approximately 32.6 million square feet.

According to *CB Richard Ellis 2nd Quarter 2018 D/FW Marketview*, the first quarter of 2018 proved to be a muted version of the booming market DFW has been characterized by, in recent years. Coming off the heels of the first quarter with negative absorption in nearly a decade, DFW’s fundamentals have rebounded with charisma. Total quarterly demand leapt by nearly 580,000 square feet during the past 90 days. With 62% of total absorption, Class A buildings naturally saw the lion’s share of activity.

The development pipeline is pacing with demand; the bulk of the speculative projects are build-to-suit.

Overall asking rents experienced upward momentum with the average increasing 27 basis points to \$24.49 per square foot on a full-service gross basis. With new construction tapering, the vacancy rates are slowing on the rise. The following graph depicts office trends for the last ten years.



Though leasing activity has slowed, there is no lack of desire in the market. Numerous tenants are exploring their options but are likely taking less space due to more efficient space designs based on new workplace design strategies. New construction deliveries over the next several months will put an upward pressure on vacancy rates, while asking rates are expected to rise with the new quality product.

Much fanfare and emphasis has been given to major Fortune 500 companies relocating to the D/FW Metroplex including Toyota and Liberty Mutual. Toyota has recently completed their construction of their North American headquarters in Plano with 2.1 million square feet – about twice the size initially proposed. Positive trends in the office sector are expected to continue, while overall growth will slow slightly.

Industrial Market

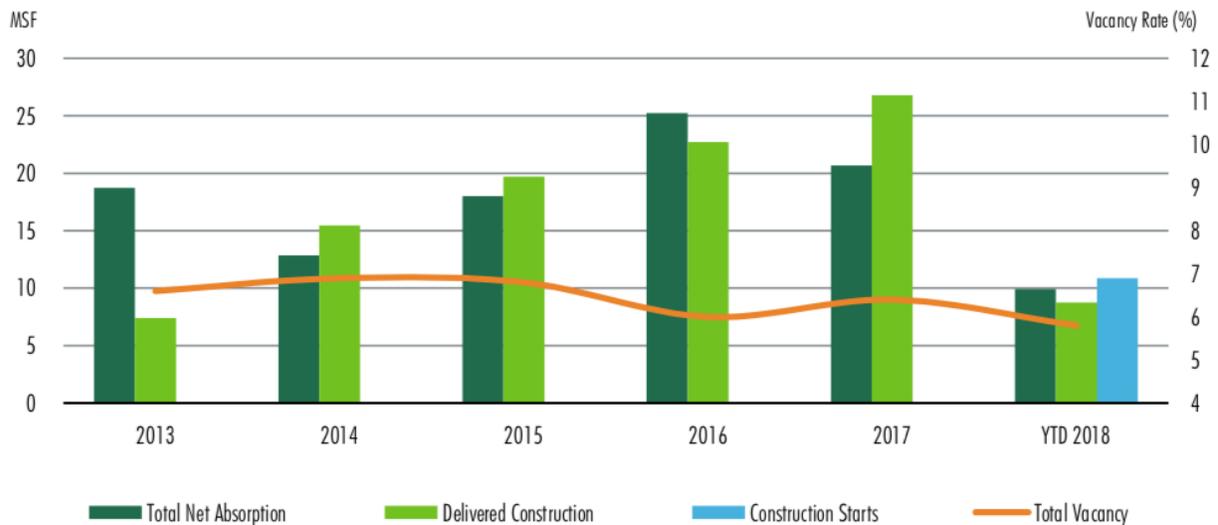
As 2017 ended, the Dallas-Fort Worth industrial market set a new high for construction, with total net absorption declining from 2016. Several factors ranging from a prime U.S. central location to world-class cultural amenities have all contributed to make the DFW Metroplex a standout corporate relocation destination. According to *CB Richard Ellis 2nd Quarter 2018 D/FW Marketview* consumer goods and e-commerce occupiers were far and away the main drivers of industrial demand in 2016 and 2017.

The Metroplex remains a premier destination for industrial occupiers and investors. For occupiers, the market offers a favorable business and taxation environment, and for investors the region has exceptional fundamentals, making it the second most desirable market for investment in the Western Hemisphere, according to the *Americas Investor Intentions Survey 2018*.



Figure 1: DFW Industrial Market

*Arrows indicate trend from previous quarter.



Source: CBRE Research, Q2 2018.

This quarter, the net absorption in the DFW market is the highest in Texas, with Houston (being second) having significantly less absorption. Vacancy in the market continued to compress, and DFW is slowly increasing. With continued demand for space, lease rates are anticipated to stabilize, with slight upward rise.

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

Hospitality

The Fort Worth-Arlington Metropolitan Division room-nights sold rose 6.5% in First Quarter 2018, double last year's rate. With an average daily rate increase of 2%, total room revenues grew 8.6% to \$244 million for the quarter. Occupancy rose 1.1 points to 69.5%, well above the state average. Room supply increased by 4.7% (1,600 rooms) to 35,800 rooms. Supply and demand continue to maintain a good equilibrium in this market.

Dallas Metropolitan Division room-nights sold increased 5% in the First Quarter of 2018. Rates rose 2.7% leading revenues to rise 7.9% to \$566 million. Occupancy fell 0.9 points to 71.8% from First Quarter 2017. Net room supply increased by 6.3% (4,800 rooms). The rate of new supply continues to exceed the demand growth, but steady high occupancies point toward a stable market.

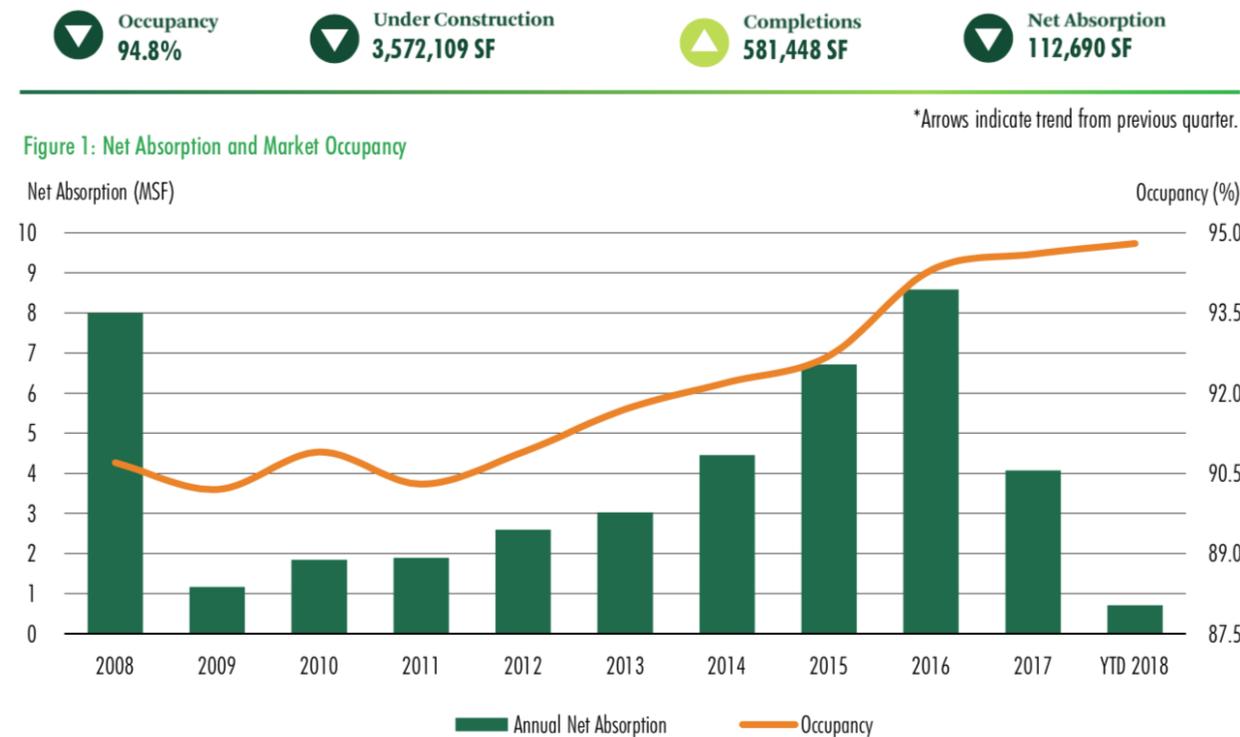
Metro	Year of 2017		1st Q 2017		1st Q 2018		
	Occ %	\$ Rev % Chg	Occ %	\$ Rev % Chg	Occ %	Pt. Chg	\$ Rev % Chg
Abilene	54.4%	6.2%	53.9%	2.4%	58.0%	4.1	2.4%
Amarillo	63.3%	-0.1%	60.4%	8.6%	60.4%	0.0	8.6%
Austin-Round Rock	74.7%	7.9%	75.0%	13.0%	74.4%	-0.6	13.0%
Beaumont-Port Arthur	66.7%	17.3%	61.0%	71.0%	84.2%	23.2	71.0%
Brownsville-Harlingen	56.1%	0.9%	59.8%	9.5%	60.8%	1.0	9.5%
College Station-Bryan	63.2%	8.5%	60.2%	18.0%	58.7%	-1.5	18.0%
Corpus Christi	60.2%	10.0%	54.7%	12.5%	66.3%	11.6	12.5%
Dallas	69.6%	3.1%	72.7%	7.9%	71.8%	-0.9	7.9%
El Paso	65.6%	-2.0%	70.1%	-5.4%	70.1%	0.0	-5.4%
Fort Worth-Arlington	67.8%	4.4%	68.4%	8.6%	69.5%	1.1	8.6%
Houston-Baytown-Sugarland	65.2%	15.7%	62.7%	9.8%	67.1%	4.4	9.8%
Killeen-Temple-Fort Hood	60.9%	7.5%	61.1%	-8.5%	54.8%	-6.3	-8.5%
Laredo	64.3%	6.4%	58.2%	9.6%	66.3%	8.1	9.6%
Longview	52.3%	5.9%	52.1%	2.4%	54.3%	2.2	2.4%
Lubbock	61.1%	-1.4%	58.9%	6.5%	59.5%	0.6	6.5%
McAllen-Edinburg-Pharr	52.2%	-11.7%	56.4%	-4.7%	56.9%	0.5	-4.7%
Midland	66.4%	46.3%	63.7%	98.5%	80.2%	16.5	98.5%
Non Metro	56.2%	14.8%	54.2%	31.1%	61.2%	7.0	31.1%
Odessa	65.7%	80.1%	58.3%	120.6%	74.2%	15.9	120.6%
San Angelo	47.5%	15.8%	50.8%	27.6%	57.3%	6.5	27.6%
San Antonio	62.9%	5.1%	66.2%	8.3%	67.1%	0.9	8.3%
Sherman-Denison	56.4%	6.5%	60.2%	2.0%	62.2%	2.0	2.0%
STATE AVERAGE	64.8%	0.1%	64.7%	12.5%	67.7%	3.0	12.5%
Texarkana (TX)	59.9%	-1.6%	56.7%	3.0%	58.7%	2.0	3.0%
Tyler	55.2%	-0.6%	54.3%	-2.2%	55.2%	0.9	-2.2%
Victoria	61.7%	31.5%	55.4%	37.0%	67.6%	12.2	37.0%
Waco	71.8%	8.6%	69.5%	10.0%	78.4%	8.9	10.0%
Wichita Falls	66.4%	-2.3%	65.6%	-0.1%	64.0%	-1.6	-0.1%

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

In 2017, the Fort Worth-Arlington Metropolitan Division room-nights sold rose 3.2%, cooling slightly from 2016. Rates rose 1.3%, leading to a revenue increase of 4.4%, up to \$923 million. Occupancy retreated 0.6 points to 67.8%. Room supply increased by 3.9% (1,300 rooms). During the same period (2017), Dallas room-nights sold nearly flat at just 0.8%. Average rates increased 2.3% as occupancy declined 2.1 points to 69.6%. As a result, total room revenues rose 3.1% to \$2.1 billion. Net room supply increased by 3.9% (2,900 rooms) to 81,200 rooms.

Retail

Retail momentum remained strong throughout 2017 for the DFW metropolitan area; however, the net absorption declined from 2016 to 2017, with the decline to continue through 2018. Despite the so-called ‘death of retail’, which includes this year’s bankruptcy by Toys R Us returning nearly 350,000 square feet to the local market, DFW’s retail fundamentals are strong. Occupancy dipped a mere 10 bps during the quarter. Occupancies continue to increase, even though it is at a slower rate than the previous two years.



Source: CBRE Research, Q2 2018.

While asking rents slowly increased since 2013, the rents appeared to have peaked in 3rd quarter 2017 and have been on a slight decline since. The Dallas Retail Investment Sales Volume has remained nearly the same since 4th quarter 2016, which is down from the prior eight quarters.

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

DALLAS TOTAL									
Absorption (Net, SF)	1,618,615	2,224,018	4,022,621	5,700,158	3,114,680	638,039	132,417	770,456	
Avg. Asking Rent (Annual, Net, \$/SF)	14.07	14.58	15.10	15.31	16.51	16.71	16.71	16.71	16.71
Delivered Construction (SF)	927,046	1,033,553	2,046,668	2,414,103	2,683,370	180,000	344,427	524,427	
Occupancy Rate (%)	91.6	92.0	93.6	94.2	94.6	95.1	94.9	94.9	
FORT WORTH TOTAL									
Absorption (Net, SF)	1,409,667	2,129,421	2,694,848	2,885,492	958,637	(41,988)	(19,727)	(61,715)	
Avg. Asking Rent (Annual, Net, \$/SF)	12.30	12.38	12.97	13.14	14.57	13.89	13.89	13.89	13.89
Delivered Construction (SF)	838,057	1,089,605	1,914,914	1,205,062	1,074,725	-	237,021	237,021	
Occupancy Rate (%)	91.8	92.7	93.4	94.6	94.8	94.7	94.6	94.6	94.6
DFW MARKET TOTAL									
Absorption (Net, SF)	3,028,282	4,458,588	6,717,469	8,585,650	4,073,317	596,051	112,690	708,741	
Avg. Asking Rent (Annual, Net, \$/SF)	13.23	13.81	14.17	14.57	15.83	15.73	15.73	15.73	15.73
Delivered Construction (SF)	1,765,103	2,123,158	4,043,582	3,619,165	3,758,095	180,000	581,448	761,448	
Occupancy Rate (%)	91.7	92.2	92.7	94.3	94.6	94.9	94.8	94.8	94.8

Source: CBRE Research, Q2 2018.

Developers struggle to meet demand for retail space as job growth attracts a flurry of new residents, retailers. An average of 75,000 individuals has moved to the Metroplex in each of the past five years, producing strong demand for retailers. Despite developers bringing more than 21 million square feet of new space online over the past five years, overall vacancy has retreated near a decade low. Tenant expansions have been broad across the Metroplex, but the tightest rates are in submarkets where additions to supply have been limited. East Dallas and Central Dallas boast vacancy rates below 4 percent, with combined additions to inventory totaling less than 1 million square feet. Retail development remains limited in these areas, and projects underway have strong preleasing activity, suggesting that vacancy will remain low in the months to come.

Retail development remains robust in the high growth submarkets of Far North Dallas and North Central Dallas, with more than 1.4 million square feet of space underway. Deliveries are beginning to shift into other areas; with space underway rising in the Mid-Cities as nearly 700,000 square feet is slated for delivery this year, the highest level of deliveries in the past decade.

Retail Trends

Rising interest rates are widening the gap between buyer and seller expectations, but strong competition for available assets in the Metroplex are helping alleviate some upward pressure on cap rates. Owners with exit strategies over the next 12 to 18 months are evaluating when to list assets, as interest rates are set to rise further this year.

Investors are targeting unanchored and shadow anchored strip center assets throughout the Metroplex. Well-located assets with a strong population base and service-oriented tenants are in highest demand. These properties typically generate returns in the mid-6 percent to mid-7 percent span.

Healthy migration trends to North Dallas suburbs have out-of-state investors seeking retail assets in the area. Increased competition for properties here has compressed cap rates. Local investors in search of higher returns are turning to Fort Worth, where cap rates are typically 25 to 50 basis points higher.

Lowest Vacancy Rates 1Q18

Submarket	Vacancy Rate	Y-O-Y Basis Point Change	Asking Rent	Y-O-Y % Change
East Dallas Outlying	2.4%	-90	\$20.30	4.9%
Central Dallas	3.6%	30	\$22.53	-6.8%
Near North Dallas	4.2%	-50	\$19.02	8.6%
Southeast Dallas	5.0%	30	\$11.99	4.4%
Suburban Fort Worth	5.0%	80	\$14.06	2.9%
West Dallas	5.3%	-10	\$14.55	2.7%
North Central Dallas	5.5%	30	\$22.12	-2.5%
Central Fort Worth	5.7%	30	\$13.29	-0.1%
Mid-Cities	5.8%	100	\$14.94	4.9%
Far North Dallas	6.0%	30	\$16.97	7.1%
Southwest Dallas	6.2%	-70	\$12.67	14.4%
Overall Metro	5.3%	20	\$16.28	3.1%

Source: Marcus and Millichap Retail Research Market Report, Q2 2018

DFW ECONOMY

Market Center/Conventions

Located north of the Dallas Central Business District is the Dallas Market Center. This 150-acre, four building complex is the largest wholesale mart complex in the United States. Since its opening in the early 1950's, this center has grown to include a total of 5.1 million square feet. Approximately 375,000 people visit Dallas Market Center's campus each year including more than 75,000 buyers from all 50 states and 85 countries. An estimated 10,000 people work in Dallas showrooms during major markets. Of this figure, the Market Center employs approximately 220 full-time associates and 125 seasonal or part-time associates.

The Kay Bailey Hutchinson Convention Center (DCC) underwent a \$100 million expansion, completed in 2002. The Convention Center now features the world's largest singular column-free exhibit hall in the world, at 203,000 square feet and comprises one million square feet of exhibit space, ballrooms, meeting rooms, and is the only convention center in the nation to have an art museum on the premises. The latest addition to the Dallas Convention Center is large enough to hold The Ballpark at Arlington (home to the Texas Rangers), and still have enough room so that the longest home run hit out of the ballpark would still be in the Convention Center. The DCC hosts 3,600 conventions annually and is one of the leading conventions sites in the US bringing more than \$4.2 billion to the Dallas economy.

Dallas/Fort Worth International Airport

The Dallas/Fort Worth International Airport, which opened January 1974, has had an enormous impact on the economy of the DFW Metroplex. Located roughly sixteen miles northwest of the Dallas CBD and employs approximately 60,000 people, the 18,000-acre space is the second largest airport facility in the nation. DFW is currently ranked as “best large airport in America” by the Airports Council International.

The airport has 5 terminals, 7 runways, 165 gates, and 213 destinations. D/FW Airport includes 12 instrument landing approaches and 3 control towers giving it the capacity of the three New York airports combined. D/FW is the only airport where four planes can land simultaneously. Twenty-five passenger airlines operate out of D/FW, of which ten are commuter airlines, and fifteen are foreign flag airlines. In December 2013, American Airlines merged with US Airways to form the world’s largest airline company, which continues to be based at D/FW.

D/FW International Airport ranks eighth in the world, serving 67,092,224 passengers in 2017, 8,488,020 of which were international travelers. DFW also ranks 3rd in the world in terms of operations and 9th busiest airport in the world for passengers. Approximately 183,814 passengers travel daily through D/FW Airport.

DFW Airport is currently upgrading its 4 original terminals with a \$2.3 billion dollar "Terminal Renewal and Improvement Program" (TRIP) and is expected to be completed in 2021.

American Airlines makes D/FW its home base with a high number of total passengers on a monthly basis. D/FW Airport is also home to an impressive global distribution center with several cargo carriers, 2.6 million square feet of cargo facilities and a foreign trade zone with direct highway access. Covering more than 250 acres, this area is developing into a full-service free trade zone. Approximately \$39 billion dollars across North Texas is attributable to airport traffic.

Alliance Airport

The Alliance Airport is the world's first industrial/ air cargo and corporate airport in the nation and is designed to serve the needs of business as opposed to passenger service. Alliance Airport is located 15 miles north of downtown Fort Worth, 12 miles northwest of the Dallas/Fort Worth International Airport, and 29 miles to the northwest of downtown Dallas. This project, created by Ross Perot Jr., the city of Fort Worth and the FAA, is a master-planned industrial and commercial facility, which houses more than 140 companies – including over 62 from the Fortune 500, Global 500 and Forbes' List of Top Private Companies. Alliance is the only Foreign Trade Zone in North Texas with combined air, rail and highway access. In conjunction with the airport, Circle T Ranch, a 2,500-acre master-planned community, and Heritage, a 2,300-acre residential community, are transforming northern Tarrant County into a modern urban environment. Alliance Town Center is becoming the center of activity for the growing North Fort Worth area. The center includes a 500-acre retail center, Heritage Marketplace, luxury apartments, hospitals and more.

Las Colinas

Located on major traffic routes between the Dallas/Fort Worth International Airport, downtown Dallas, and the dense residential area of North Dallas, Las Colinas has become one of the major mixed-use developments in the nation. This master planned community covers approximately 12,000 acres within the city of Irving. With 22.5 million square feet of office space, Las Colinas is currently home to more than 2,000 corporations and 400 corporate headquarters, including the global headquarters of multiple Fortune 500 and 100 companies. Las Colinas features three private country clubs and four championship golf courses surrounded by residential communities. The Four Seasons Las Colinas Resort has hosted the PGAs Byron Nelson Championship from 1986 to 2018, when it relocated to the Trinity Forest Golf Club in southeast Dallas. Las Colinas also contains high-rise office towers, retail centers, apartment complexes, and leisure facilities. There are 56 small lakes and water amenities throughout the development, jogging trails, public and private parks, museums, colleges, hospitals, country clubs and cultural and recreational institutions.

DALLAS/FORT WORTH QUALITY OF LIFE**Education**

Educational facilities offered by the City of Dallas and the surrounding areas have grown to keep pace with the increasing population. According to the Dallas Chamber, the DFW MSA consisted of almost 205 public school districts and over 2,000 schools with a total enrollment of over 1.2 million. The Dallas and Fort Worth Independent School districts ranked 12th among the largest school districts in the nation.

Twenty, four-year colleges and universities, and six community college districts with a combined total 20 campuses are within one hundred miles of the DFW MSA. Several notable institutions of higher education are located within the MSA.

- Dallas Baptist University
- Texas Christian University
- Texas Wesleyan University
- Baylor College of Dentistry
- Southern Methodist University
- Texas A&M University - Commerce
- University of Dallas
- University of North Texas
- Texas Woman's University
- University of Texas at Dallas
- University of Texas at Arlington
- University of Texas Southwestern Medical Center

Along with these colleges and universities are 68 technical and vocational programs in the Dallas/Fort Worth area. More than 1.4 million full- and part-time students attend public and private four-year colleges, universities, professional schools, community colleges or senior and graduate level institutions located in this region.

Recreation

Dallas and Fort Worth both offer a wide range of recreational and cultural amenities. Located within 100 miles of DFW are 406 area parks encompassing almost 23,000 acres and more than 60 lakes and reservoirs covering approximately 550,000 acres. DFW has more than 175 museums and galleries, 50 pro and community theatres and dozens of local symphony and chamber orchestras, ballet groups and opera associations. The Dallas Arts District, a sixty-acre section of the Dallas Central Business District, is taking shape into what is expected to become a major focal point in the Dallas arts community. Anchored by the Dallas Museum of Art, the Meyerson Symphony Center, and Nasher Sculptor Garden, the Dallas Arts District is the largest urban arts district in the country.

The Fort Worth Cultural District is home to several museums that are applauded for their architecture and the quality of their collections. Such museums include the Amon Carter Museum of American Art, Kimbell Art Museum, Modern Art Museum of Fort Worth, National Cowgirl Museum and Hall of Fame, Cattle Raisers Museum, and the Fort Worth Museum of Science and History.

Downtown Fort Worth encompasses Sundance Square in thirty-five historic blocks where people live, work, stay, and play. Sundance Square is filled with great places to eat, shops and galleries, night clubs, live music and theater, Bass Performance Hall, and more.

The Fort Worth Stockyards is a nationally recognized historic district and is a major tourist attraction in the area. Stockyards Station is the only location that holds a daily longhorn cattle drive, the Fort Worth Herd. Cowboys drive the herd down East Exchange Avenue twice daily. The Stockyards is also home to the world's first indoor rodeo and opens the doors Friday and Saturday nights. Billy Bob's Texas, once a barn for prize cattle during the stock shows, is now 100,000 square feet where you can enjoy real bull riding, games, and performances by some of the biggest country music artists.

Dallas/Fort Worth is host to a wide range of sporting events throughout the year: home to the Dallas Cowboys, Texas Rangers, Dallas Mavericks, Dallas Stars, and FC Dallas Soccer. The area is also host to the Cotton Bowl (Arlington), AT&T Byron Nelson Golf Tournament (Dallas), Colonial Golf Tournament (Fort Worth), and the Mesquite Rodeo (Mesquite).

Texas Motor Speedway, a development of Bruton Smith, city of Fort Worth and Denton County, opened in 1997. This facility, located at State Highway 114 and Interstate 35W, has a capacity of 200,000 persons. TMS draws huge crowds and lends to accelerated development to the area north of Alliance Airport. Major events to TMS are the NASCAR Nextel Cup, Samsung/Radio Shack 500, Dickies 500, NASCAR Busch Grand National Series, O'Reilly 300, O'Reilly Challenge, IRL, and the Bombardier Learjet 500.

Lone Star Park, a class I horse racing facility, opened in Grand Prairie in 1997. The facility is located on Belt Line Road just to the north of Interstate 30. Lone Star Park covers 315 acres, includes a 36,000 square foot pavilion for simulcasting, and a seven story, 280,000 square foot grandstand with a capacity of roughly 8,000 people. The track has a one-mile dirt oval and a 7-furlong turf track and has accommodations for 1,600 horses across 32 barns. In 2004, it was the site of the Breeder's Cup, becoming the ninth race track to ever host a Breeders' Cup. At only seven years old, Lone Star Park is the youngest track to host the event.

Health Care

The city of Dallas excels in offering health care and medical related research facilities to the Southwest. Baylor Health Care Systems has been named 18th among the nation's Top 100 integrated health care networks by SDI, a leading health care market insight and analytics firm and the nation's premier rating system for IHN's. The Southwest Medical School of the University of Texas was ranked 26th among research medical schools and 19th among primary care medical schools in the nation. Also, located in the Dallas area is the Wadley Institute of Molecular Medicine blood disease and cancer research facilities, and the headquarters for the American Heart Association, and the American Association for Respiratory Therapy. Baylor College of Medicine is ranked 16th in medical research and 5th in primary care. Parkland Memorial Hospital ranks in the top 50 in five different medical fields. In August 2015, a 2.8 million square foot Parkland campus was opened and is twice the size of the former hospital.

Medical facilities in Fort Worth include Baylor Health System, Cook's Children Health Care System, University of North Texas Health Science Center at Fort Worth, JPS Hospital, Plaza Medical Center of Fort Worth, The Center for Cancer and Blood Disorders, and Texas Health Harris Methodist Hospital Fort Worth.

Infrastructure

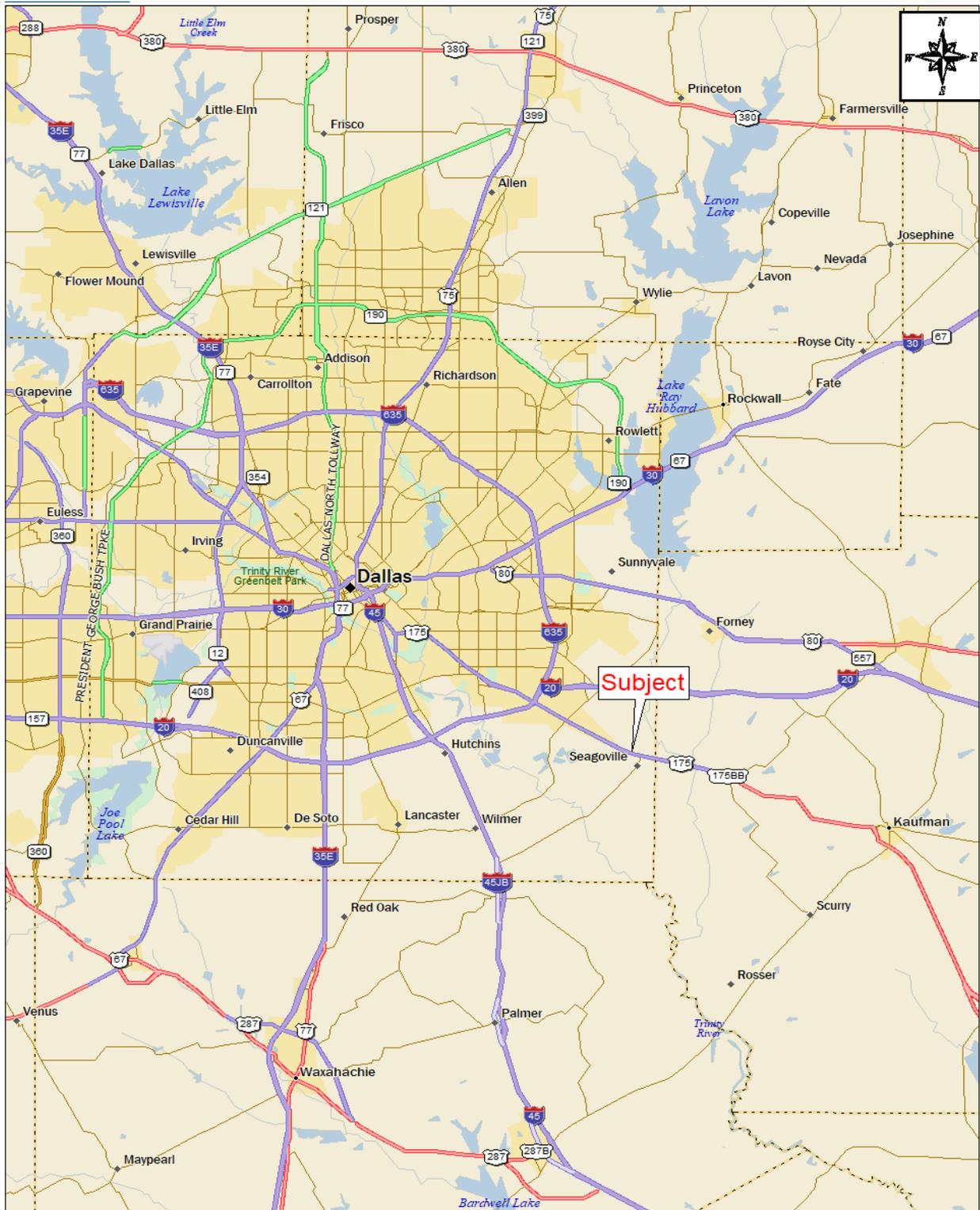
Water and wastewater needs are supplied by Dallas Water Utilities, North Texas Municipal Water District, Trinity River Authority, and Tarrant Regional Water District.

CONCLUSIONS

The foregoing city data and local area economic base activity are presented to establish growth and income patterns, which materially affect real estate development, real estate sales volume and value. The Dallas/Fort Worth area, based upon past performances and reasonable forecasts, should continue an upward growth trend, both in population and employment, particularly in the suburban cities.

As population in the suburban communities continues to increase, and as traffic in and around the Central Core becomes more congested, both residents and local firms are beginning to look toward new, outlying employment centers. This is especially seen in North Dallas along the LBJ Freeway/Dallas Parkway Corridors as well as master planned areas such as Las Colinas and Legacy Business Park.

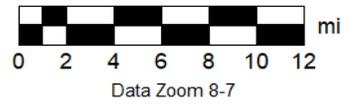
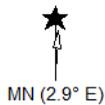
In 2008, the Metroplex saw a record number of single-family home foreclosures. The meltdown of the subprime lending market and collapse of major financial institutions virtually halted commercial and residential lending. Development trends from 2007 through 2009 were downward and sales volumes slowed dramatically. Markets began to stabilize in 2010. Recovery has been strong in most property sectors. Overall, the Texas economy is proving more resilient as compared to Florida, Arizona, Nevada, and California, and continues to be a leading real estate market in the U.S.



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A **market area**, as defined in The Dictionary of Real Estate Appraisal, 6th Edition, copyrighted 2015, is:

"The geographic region from which a majority of demand comes and in which the majority of competition is located."

When analyzing value influences, the focus is on market area. A market area is defined in terms of the market for a specific category of real estate and thus, is the area in which alternative, similar properties effectively compete with the subject property in the minds of probably, potential purchasers, and users. A market area can encompass one or multiple neighborhoods or districts.

MARKET AREA INFLUENCES

The subject property is located in Seagoville, Texas, situated in Dallas County. Area analyses and subject vicinity are presented in the following pages.

The subject is located on the east corner of US Highway 175 and Simonds Road. The locale is approximately 18 miles from the Dallas CBD. Adjoining suburban neighborhoods are similar as to make-up and land uses. These include the suburban cities of Balch Springs, Pleasant Grove, and the Crandall area. Properties in the area compete with other similar market areas.

The excellent accessibility and location amenities of the above-delineated general area have been highly significant in its development, redevelopment, and sustenance of commerce in the area. The general area is well serviced by freeways, benefits from high intensity commercial as well as residential development, and is convenient to the Dallas CBD.

TRAFFIC ROUTES

The primary thoroughfares through the neighborhood are US 175 a four-lane, bi-directional thoroughfare as it travels northwest to southeast through the area; and Interstate Highway 20, a six-lane, bi-directional thoroughfare as it travels west to east through the area. The site is located in the south section of these two major transportation routes.

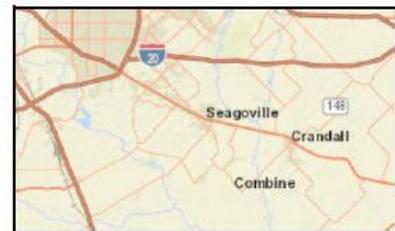
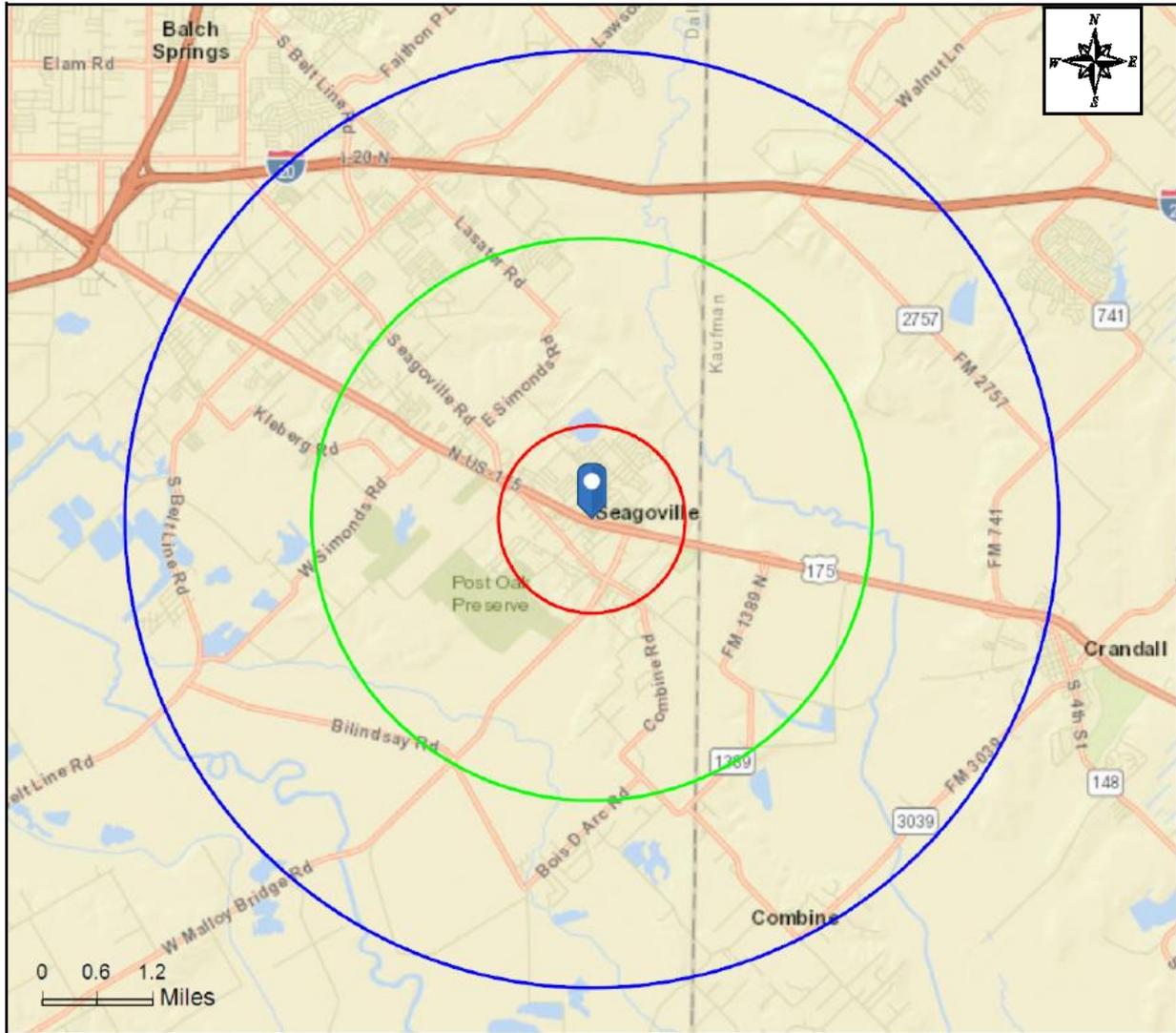
The primary north-south thoroughfare in the area is IH 45. Other north-south roadways in the area are Malloy Bridge Road, Simonds Road, and Belt Line Road. East-west roadways include Seagoville Road, Kaufman Street, and E. Farmers Road.

AREA DEVELOPMENT

Land use in the area is comprised of a mixture of commercial properties along the major roadways and intersections and light industrial and single-family residences scattered throughout the area.

AREA DEMOGRAPHICS

The following Executive Summary provided by Site To Do Business provides demographic and income data for 1-mile, 3-mile, and 5-mile radius centered on the subject vicinity.





Market Profile

Seagoville, Texas
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 32.64881
Longitude: -96.54125

	1 mile	3 miles	5 miles
Population Summary			
2000 Total Population	4,046	13,390	30,010
2010 Total Population	5,391	16,605	38,253
2018 Total Population	5,942	19,337	45,355
2018 Group Quarters	463	2,484	2,546
2023 Total Population	6,329	20,619	49,640
2018-2023 Annual Rate	1.27%	1.29%	1.82%
2018 Total Daytime Population	7,221	15,068	32,119
Workers	3,576	4,914	7,402
Residents	3,645	10,154	24,717
Household Summary			
2000 Households	1,511	4,178	9,602
2000 Average Household Size	2.48	2.87	2.97
2010 Households	1,862	4,739	11,178
2010 Average Household Size	2.66	3.07	3.23
2018 Households	2,020	5,315	12,779
2018 Average Household Size	2.71	3.17	3.35
2023 Households	2,133	5,641	13,909
2023 Average Household Size	2.75	3.21	3.39
2018-2023 Annual Rate	1.09%	1.20%	1.71%
2010 Families	1,357	3,603	8,754
2010 Average Family Size	3.16	3.51	3.63
2018 Families	1,487	4,085	10,109
2018 Average Family Size	3.22	3.62	3.76
2023 Families	1,579	4,360	11,062
2023 Average Family Size	3.26	3.66	3.79
2018-2023 Annual Rate	1.21%	1.31%	1.82%
Housing Unit Summary			
2000 Housing Units	1,606	4,658	10,780
Owner Occupied Housing Units	70.8%	69.1%	69.1%
Renter Occupied Housing Units	23.3%	20.5%	20.0%
Vacant Housing Units	5.9%	10.3%	10.9%
2010 Housing Units	1,976	5,163	12,241
Owner Occupied Housing Units	64.3%	62.8%	64.6%
Renter Occupied Housing Units	29.9%	29.0%	26.7%
Vacant Housing Units	5.8%	8.2%	8.7%
2018 Housing Units	2,112	5,648	13,570
Owner Occupied Housing Units	62.2%	61.3%	64.7%
Renter Occupied Housing Units	33.5%	32.8%	29.5%
Vacant Housing Units	4.4%	5.9%	5.8%
2023 Housing Units	2,233	5,992	14,836
Owner Occupied Housing Units	64.4%	63.4%	67.0%
Renter Occupied Housing Units	31.1%	30.7%	26.8%
Vacant Housing Units	4.5%	5.9%	6.2%
Median Household Income			
2018	\$49,020	\$42,055	\$44,439
2023	\$55,083	\$46,632	\$50,451
Median Home Value			
2018	\$108,962	\$96,838	\$99,303
2023	\$136,250	\$119,191	\$120,232
Per Capita Income			
2018	\$21,608	\$18,141	\$17,910
2023	\$24,861	\$20,251	\$20,239
Median Age			
2010	33.4	32.6	30.7
2018	34.4	33.5	31.6
2023	34.7	33.8	31.8

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.



Market Profile

Seagoville, Texas
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 32.64881
Longitude: -96.54125

	1 mile	3 miles	5 miles
2018 Households by Income			
Household Income Base	2,020	5,315	12,779
<\$15,000	11.9%	12.1%	11.4%
\$15,000 - \$24,999	8.5%	12.3%	12.9%
\$25,000 - \$34,999	11.1%	14.9%	14.0%
\$35,000 - \$49,999	19.4%	19.1%	16.6%
\$50,000 - \$74,999	19.6%	17.7%	19.9%
\$75,000 - \$99,999	13.0%	11.2%	11.3%
\$100,000 - \$149,999	10.5%	8.4%	9.4%
\$150,000 - \$199,999	2.7%	1.9%	2.0%
\$200,000+	3.4%	2.4%	2.5%
Average Household Income	\$64,807	\$57,482	\$59,507
2023 Households by Income			
Household Income Base	2,133	5,641	13,909
<\$15,000	9.7%	10.2%	9.6%
\$15,000 - \$24,999	7.0%	10.9%	11.3%
\$25,000 - \$34,999	9.8%	13.7%	12.7%
\$35,000 - \$49,999	18.1%	18.2%	15.9%
\$50,000 - \$74,999	19.3%	17.9%	20.3%
\$75,000 - \$99,999	14.3%	12.5%	12.5%
\$100,000 - \$149,999	13.6%	10.8%	11.8%
\$150,000 - \$199,999	3.3%	2.3%	2.6%
\$200,000+	4.8%	3.4%	3.4%
Average Household Income	\$75,857	\$66,172	\$68,603
2018 Owner Occupied Housing Units by Value			
Total	1,313	3,461	8,780
<\$50,000	12.6%	22.4%	27.4%
\$50,000 - \$99,999	33.1%	29.5%	22.9%
\$100,000 - \$149,999	24.2%	20.8%	19.1%
\$150,000 - \$199,999	16.3%	13.5%	13.0%
\$200,000 - \$249,999	9.0%	7.3%	7.2%
\$250,000 - \$299,999	1.0%	1.6%	3.5%
\$300,000 - \$399,999	2.6%	2.6%	3.4%
\$400,000 - \$499,999	0.5%	0.5%	0.7%
\$500,000 - \$749,999	0.5%	0.8%	1.3%
\$750,000 - \$999,999	0.2%	0.5%	0.6%
\$1,000,000 - \$1,499,999	0.2%	0.5%	1.0%
\$1,500,000 - \$1,999,999	0.0%	0.0%	0.0%
\$2,000,000 +	0.0%	0.0%	0.0%
Average Home Value	\$127,473	\$125,910	\$136,973
2023 Owner Occupied Housing Units by Value			
Total	1,439	3,801	9,933
<\$50,000	8.8%	18.7%	24.3%
\$50,000 - \$99,999	25.0%	24.0%	19.0%
\$100,000 - \$149,999	22.2%	19.0%	16.5%
\$150,000 - \$199,999	19.0%	15.7%	13.5%
\$200,000 - \$249,999	14.8%	11.8%	10.2%
\$250,000 - \$299,999	1.3%	2.2%	4.9%
\$300,000 - \$399,999	6.3%	5.2%	6.2%
\$400,000 - \$499,999	1.0%	0.9%	1.3%
\$500,000 - \$749,999	0.8%	1.1%	2.1%
\$750,000 - \$999,999	0.4%	0.8%	0.9%
\$1,000,000 - \$1,499,999	0.2%	0.7%	1.1%
\$1,500,000 - \$1,999,999	0.0%	0.0%	0.0%
\$2,000,000 +	0.0%	0.0%	0.0%
Average Home Value	\$156,867	\$151,013	\$163,514

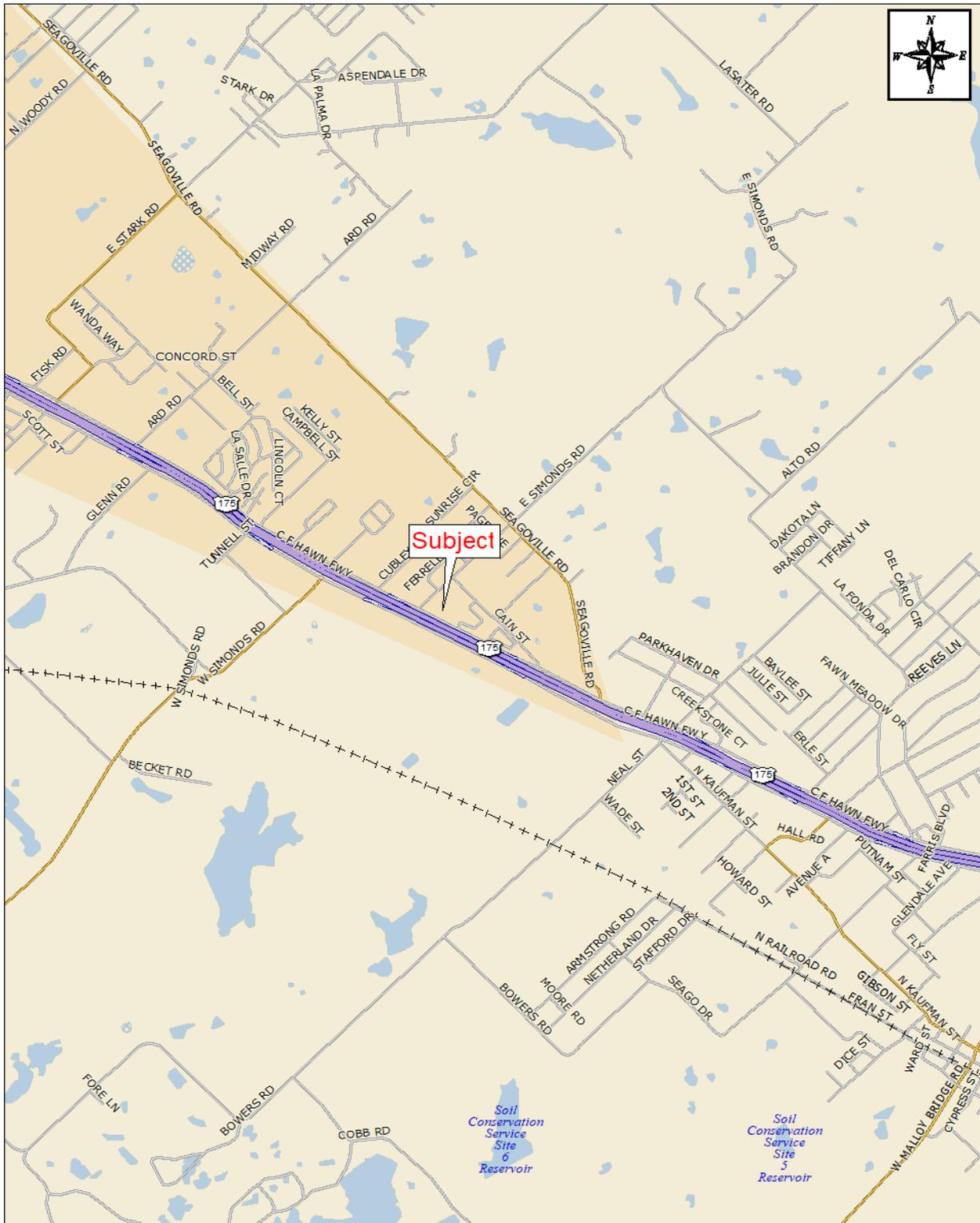
Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

CONCLUSION

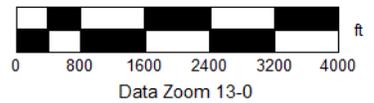
The transportation network in the area is good and surrounding land uses are considered to be compatible and homogenous. The subject area is in a stable phase of development and in proximity to employment centers and quality schools and services with few improvements needing repairs and/or renovations. Consequently, some new construction, as well as renovation of older properties, is more likely to occur within the subject area in the near future. Additionally, there appears to be no detrimental influences upon the area that would inhibit the income-producing capabilities of the improved properties. The long-term prospects for the area and the subject property are positive.

No noticeable nuisances or hazards are in the area and the majority of improvements are in the early to middle stages of economic life, and sufficient area services are accessible to service the community.



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MN (2.9° E)



The subject is a vacant land tract, located on the east corner of US Highway 175 and Simonds Road, Seagoville, Dallas County, Texas.

SITE DATA

Dimensions/Frontage

According to Dallas Central Appraisal District records, the subject tract is irregular in shape, and contains 247,290 square feet, or 5.677 acres. The subject fronts the eastern line of US Highway 175 frontage road for approximately 515 linear feet, the southern line of Simonds Road for approximately 180 feet, and the western line of Cain Street for approximately 370 feet. The US Highway 175 frontage road is a two-lane, undivided frontage road. Simonds Road is a two-lane, undivided roadway. Cain Street is a two-lane, undivided street.

The subject is approximately 460 feet deep, along the southern property line.

Access/Abutting uses

Access (ingress and egress) to the site is available via the eastern line of the US Highway 175 frontage road, the southern line of Simonds Road, and the western line of Cain Street. The subject abuts single-family residential uses and a parking lot and auto services uses across Simonds Road to the north, a single-family subdivision to the east, multi-family residential uses to the south, and a federal correctional facility across US Highway 175 to the west.

Topography

The topography of the tract is level and at street grade; the topography is not problematic to development.

Flood Plain

According to FEMA flood hazard map 48113C0545K dated July 7, 2014, the subject is determined to be outside the 100-year floodplain, being within Zone 'X'. Drainage of the site appears adequate. No guaranty is made that the site will or will not flood. A hydrological study or survey is required for confirmation of flood-designated boundaries. Reference the subsequent exhibits for a copy of the area flood map.

Environmental Hazards

To our knowledge, a Phase I Environmental Site Assessment has not been completed for the subject property as of the date of inspection. A current Phase I ESA is recommended. The subject is appraised predicated on the absence of detrimental environmental conditions. Should contaminants be present the conclusions in the report would be invalidated.

Utilities/Community Services

Electricity, water, sewer, and phone services are available to the subject. Electric services are provided by various service providers, with telecommunication services being provided by various providers. Atmos Energy supplies natural gas services. Water services are provided by the city of Seagoville, and wastewater service is provided by the city of Seagoville. Police protection is provided by the city of Seagoville and fire protection is provided by the city of Seagoville. The property is located within the Dallas Independent School District.

Zoning

The site is zoned PD, Commercial by the City of Seagoville. The PD, Commercial district is intended to provide areas for general commercial and retail development. Additionally, the "C" district allows for any use permitted in the 'LR' Local Retail district. The Planned Development zoning will require approval of a site plan prior to development. Additional zoning information can be referenced in the addenda.

Soils, Development Limitation, and Productivity

This report assumes the soils are capable of supporting the structures, as numerous improvements are located within the subject area and adjoining area. A study of the development, limitations, and productivity were not completed in this appraisal report, as it is not necessary to the scope of the appraisal.

Easements

A survey of the site is not available for analysis. This valuation concludes that utility and access easements typical of this property type are present and that no detrimental easement conditions exist. This should not be considered as a guaranty or warranty, however, that adverse easements do not exist. Were the property to have any easements detrimental to the subject, the opinion of value concluded herein may be invalid.

Deed Restrictions

To our knowledge, no deed restrictions affect or limit the use of the property; however, this should not be considered as a guaranty or warranty that no such restrictions exist. Deed restrictions are a legal matter: normally discoverable only by a title search by a title attorney. It is recommended that a title search be made if any questions regarding deed restrictions arise.

Wetlands

No visual evidence was observed to indicate whether wetlands exist on the subject site. Wetlands, as defined by Section 404 of the Clean Water Act, are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Swamps, bogs, fens, marshes, and estuaries are subject to federal environmental law.

CONCLUSIONS

The subject is a vacant land tract, with adequate frontage and access via the eastern line of the US Highway 175 frontage road, the southern line of Simonds Road, and the western line of Cain Street. The subject is located in the north central portion of the city of Seagoville.

Please refer to the subsequent exhibits and addenda for additional details.

The Texas legislature created a system of centralized appraisal districts for each Texas county so that all real estate within a given county is valued for tax purposes through a standard appraisal process. Property assessments are based on market value. Property valuations under the central appraisal district system became effective in 1982.

In Dallas County, the Dallas Central Appraisal District is responsible for ad valorem tax appraisals of all real estate within the county. Based on the ad valorem tax appraisal, various tax districts levy annual taxes on property located within their respective districts. Typical taxing jurisdictions include assessments from the county, city, and school districts in which the property is located. The total ad valorem tax burden is the sum of the assessments for the various taxing authorities.

The subject property is situated within the city of Seagoville and falls within the taxing jurisdictions of the City of Seagoville, Dallas County, Parkland Hospital, Dallas County Community College, and the Dallas ISD. Pertinent 2018 tax rates for the subject are detailed below.

2018 TAX RATES (per \$100)	
City of Seagoville	\$ 0.743800
Dallas County	\$ 0.253100
Parkland Hospital	\$ 0.279400
Dallas County Community College	\$ 0.124000
Dallas ISD	\$ 1.412035
Total	\$ 2.812335

The Dallas Central Appraisal District account for 2018 is summarized as follows:

Account Number	Land	Improvements	Total
50046550010020000	\$ 50,230	\$ 0	\$ 50,230
50046550010010000	\$ 197,070	\$ 0	\$ 197,070
Total	\$ 247,300	\$ 0	\$ 247,300

Based on the preceding assessed value and pertinent tax rates, the subject's annual tax liability is calculated as follows:

Assessed Value	Tax Rate	Indicated Tax Liability
\$247,300	x \$0.02812335 =	\$ 6,955

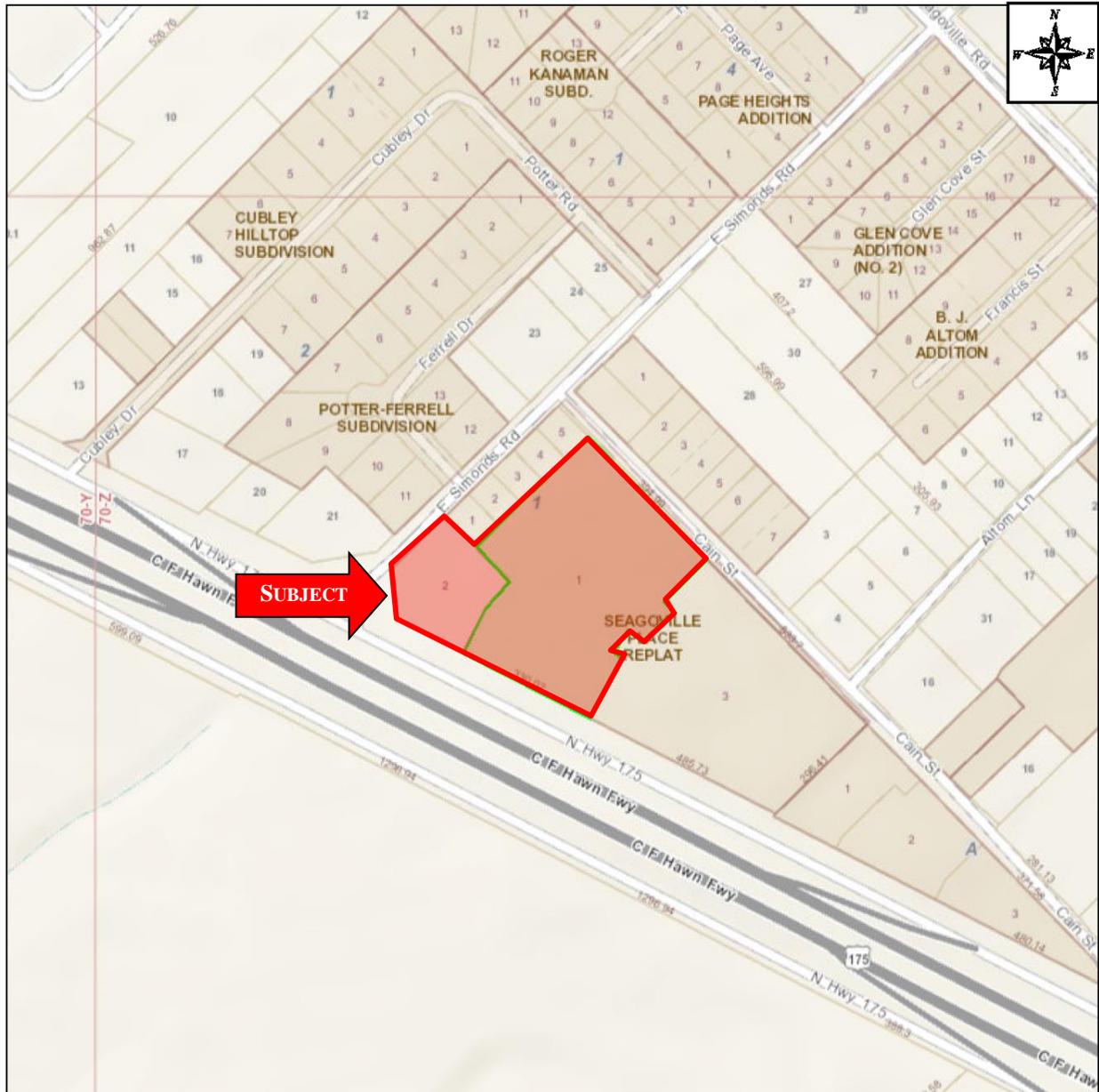
The assessed value equates to \$247,300, or \$1.00 per square foot of land area. The assessed value is below the concluded market value in this appraisal. This difference is typically due to the valuation methods of the appraisal district.



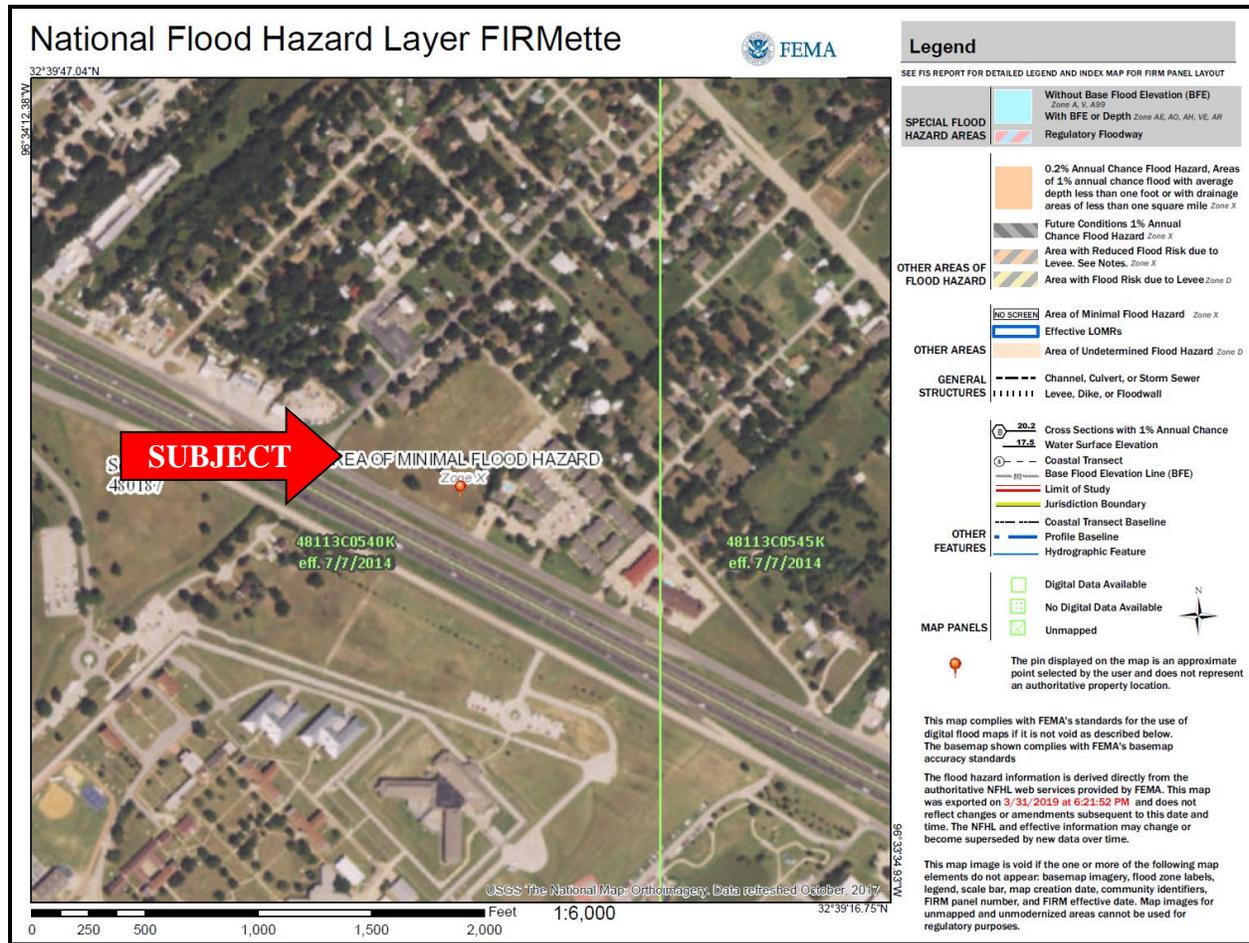
Source: DCAD



Source: Google Maps (Imagery date: January 2019)



Source: Dallas CAD



PHOTOGRAPHED ON MARCH 20, 2019



Viewing southeasterly at subject from Simonds Road.



Viewing easterly at interior of subject tract.



Viewing northeasterly at southern portion of subject tract.



Viewing southwestery at subject from Cain Street.



Viewing northwesterly along US Highway 175; subject is to the right.



Viewing southeasterly along US Highway 175; subject is to the left.

One of the basic elements of real estate valuation is the theory of highest, best, and most profitable use.

As quoted from The Dictionary of Real Estate Appraisal, copyright 1984, highest and best use is defined as that reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the effective date of the appraisal.

Or, as defined in the Appraisal of Real Estate, 14th Edition (copyrighted 2013), the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and which results in highest land value.

These definitions recognize that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Because the use of land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

In appraisal practice, highest and best use analysis not only identifies the use of the property expected to produce the maximum net present value, but also helps the appraiser select comparable properties.

Four basic criteria are examined in estimating the Highest and Best Use of a property both as vacant and as improved. These stages of analysis are as follows:

- a) Possible Use - the uses to which it is physically possible to put on the site in question.
- b) Permissible Use (Legal) - the uses that are permitted by zoning and deed restrictions on the site in question.
- c) Feasible Use - the possible and permissible uses that will produce any net return to the owner of the site.
- d) Highest and Best Use - among the feasible uses, the use that will produce the highest net return on the highest present worth.

The highest and best use of a specific parcel of land is not determined through subjective analysis by the property owner, the developer, or the appraiser; rather, highest and best use is shaped by the competitive forces within the market where the property is located. Therefore, the analysis and interpretation of highest and best use is an economic study of market forces focused on the subject property.

Market forces also shape market value, so the general data that are collected and analyzed to derive an opinion of market value are also used to formulate an opinion of the property's highest and best use as of the appraisal date.

SITE, AS IF VACANT

According to the Dallas Central Appraisal District, the subject tract is irregular in shape, and contains 247,290 square feet, or 5.677 acres. The subject fronts the eastern line of US Highway 175 frontage road for approximately 515 linear feet, the southern line of Simonds Road for approximately 180 feet, and the western line of Cain Street for approximately 370 feet. The subject abuts single-family residential uses and a parking lot and auto services uses across Simonds Road to the north, a single-family subdivision to the east, multi-family residential uses to the south, and a federal correctional facility across US Highway 175 to the west.

Physically Possible

In arriving at our opinion of highest and best use for the improved subject site, it was first necessary to determine if the physical characteristics of the site - such as soil conditions, topography, shape, and frontage were favorable for development. Soil conditions in the region are adequate for urban development provided appropriate engineering, design, and construction. According to FEMA flood hazard map 48113C0545K, dated July 7, 2014, the subject is determined to be outside the 100-year floodplain, being within Zone 'X'. No guaranty is made that the site will or will not flood. A hydrological study or survey is required for confirmation of flood-designated boundaries. The tract is of sufficient size to be economically adaptable for development and benefits from adequate frontage and accessibility. Thus, the physical characteristics impose no limitations to possible development.

Legally Permissible

The site is zoned PD, Commercial by the City of Seagoville. The PD, Commercial district is intended to provide areas for general commercial and retail development. Additionally, the "C" district allows for any use permitted in the 'LR' Local Retail district. The Planned Development zoning will require approval of a site plan prior to development. Additional zoning information can be referenced in the addenda.

Financially Feasible

As defined in The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, is "the ability of a property to generate sufficient income to support the use for which it was designed".

The surrounding properties and land uses are considered for compatibility in determination of feasible use. Similar tracts in the area are improved with restaurants, retail buildings, convenience stores, office and medical offices, and neighborhood service uses. Based on the land usage pattern of the surrounding area, the layout, location, and frontage/visibility of the site, the most feasible use is considered to be for commercial development.

Maximally Productive

The financially feasible use of the subject site would be for commercial development. Based upon the location in Seagoville, and nearby commercial tracts, commercial development is considered most logical.

Therefore, the maximally productive use of the subject, as vacant, would be as commercial development.

SUMMARY OF HIGHEST AND BEST USE, AS IF VACANT

The maximally productive use of the subject would be for commercial development.

Use: commercial development

Timing: current

Market Participants:

User: owner

Most Probable Buyer: owner, developer

DATA COLLECTION PROCESS

For purposes of this report, the subject market was researched for all pertinent data relating to the appraisal problem as stated below. This process typically includes collecting and confirming data through local real estate brokers, appraisers, property owners, lessee/lessors, and others familiar with the local real estate market. The information provided by these sources is deemed reliable but is not guaranteed.

The appraisal problem, as applied to the subject, is to determine the market value of the applicable interest in the subject property. In addressing this problem, the principles of utility, substitution, and anticipation are considered in the following valuation.

The rendered opinion of market value of a property that is being appraised is accomplished by the comparison and analysis of as many appraisal techniques as are appropriate. The following approaches are generally used to produce value indications.

Cost Approach: The value indication by this approach is accomplished by estimating the Reproduction (or Replacement) Cost New of the improvements and deducting accrued depreciation from all causes, if any. The value of the land (by comparison) is then added to this depreciated cost figure.

The cost approach is based on the premise that the value of a property can be indicated by the current cost to construct a reproduction or replacement for the improvements minus the amount of depreciation evident in the structures from all causes plus the value of the land and entrepreneurial profit. This approach to value is particularly useful for appraising new or nearly new improvements.

Sales Comparison Approach: The comparison of similar properties, which have sold in the marketplace, is used to produce an indication of value. The comparison may be either direct or indirect with commonly accepted units or elements of comparison.

The sales comparison approach is founded upon the principle of substitution, which holds that the cost to acquire an equally desirable substitute property without undue delay ordinarily sets the upper limit of value. At any given time, prices paid for comparable properties are construed to reflect the value of the property appraised. The validity of a value indication derived by this approach is heavily dependent upon the availability of data on recent sales of properties similar in location, size, and utility to the appraised property.

Income Capitalization Approach: This approach to value is applicable to properties capable of producing a net income stream. The net income stream is translated into a value indication through the capitalization process.

The income capitalization approach is based on the principle of anticipation, which recognizes the present value of the future income benefits to be derived from ownership in a particular property. The income capitalization approach is most applicable to properties that are bought and sold for investment purposes and is considered very reliable when adequate income and expense data are available. Since income producing real estate is most often purchased by investors, this approach is valid and is generally considered the most applicable when the property being appraised was designed for, or is easily capable of, producing a satisfactory rental income.

The strengths and weaknesses of each approach used are weighed in the final analysis. The approach or approaches offering the greatest quantity and quality of supporting data are typically emphasized, and the final opinion of value is correlated.

Under the parameters of this assignment, the following approaches to value were considered and used in this appraisal:

Approach	Considered	Used
Cost	Yes	No
Sales Comparison	Yes	Yes
Income Capitalization	Yes	No

A preliminary survey of the property indicates the following:

- Sales of similar land use in the area are required. Sufficient data are available to arrive at an indicated value of the land of the subject by market comparison.
- The subject is vacant land and the cost, sales comparison, and income approaches as improved are not applicable and are omitted.

Secondary sources of market data and investor criteria were utilized including Real Estate Research Corporation's Real Estate Report (RERC), Korpacz Real Estate Investor Survey, Real Estate Investment Services (REIS), M/PF, ALN Systems, Grubb-Ellis Market Reports, Cushman Wakefield Market Reports, Marcus Millichap Market Reports, CB Richard Ellis Market Reports, Insignia Market Reports, Jones Lang LaSalle Market Reports, and other industry publications.

APPRAISAL PROBLEM

The appraisal problem, as applied to the subject, is to determine the market value of the *fee simple interest* in the subject property. In addressing this problem, the principles of utility, substitution, and anticipation are considered in the following valuation.

When the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value opinion.

Reasonable exposure time is one of a series of conditions in most market-value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time, as defined by the Uniform Standards of Professional Appraisal Practice, Statement on Appraisal Standards No. 6, is the opinion of the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based upon an analysis of past events assuming a competitive and open market.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process, i.e. supply/demand conditions as of the effective date of the appraisal, the use of current cost information, the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and the buyer), and the analysis of future income expectancy projected from the effective date of the appraisal.

The opinion of the time period for reasonable exposure is not intended to be a prediction of a date of sale or a one-line statement. Instead, it is an integral part of the analyses conducted during the appraisal assignment. The opinion may be expressed as a range and can be based on one or more of the following:

- Statistical information about days on market
- Information gathered through sales verification
- Interviews of market participants

Related information garnered through this process may include the identification of typical buyers and sellers for the type of property involved and typical equity investment levels and/or financing terms.

The reasonable exposure period is a function of price, time, and use, not an isolated opinion of time alone. The answer to the question “what is reasonable exposure time?” should always incorporate the answers to the question “for what kind of property at what value range?” rather than appear as a statement of an isolated time period.

A reasonable exposure time for the subject property at the market value definition and market value conclusion in this appraisal was developed by discussions with local market participants. According to local brokers, appraisers, and informed market participants, the reasonable exposure time for properties similar to the subject, is considered to be 12-18 months.

Land value is directly related to highest and best use. The relationship between the highest and best use and land value may indicate whether an existing use is the highest and best use of the land.

Land valuation can be accomplished by six procedures. These include sales comparison, allocation, extraction, subdivision development, land residual, and ground rent capitalization.

Sales Comparison – Sales of similar, vacant parcels are analyzed, compared, and adjusted to provide a value indication for the land being appraised.

Allocation – Either sales of improved properties are analyzed, and the prices paid are allocated between the land and the improvements, or comparable sites under development are analyzed and the costs of the finished properties are allocated between the land and improvements.

Extraction – Land value is indicated by subtracting the estimated value of the depreciated improvements from the known sale price of the property. This procedure is frequently used when the value of the improvements is relatively low or easily calculated.

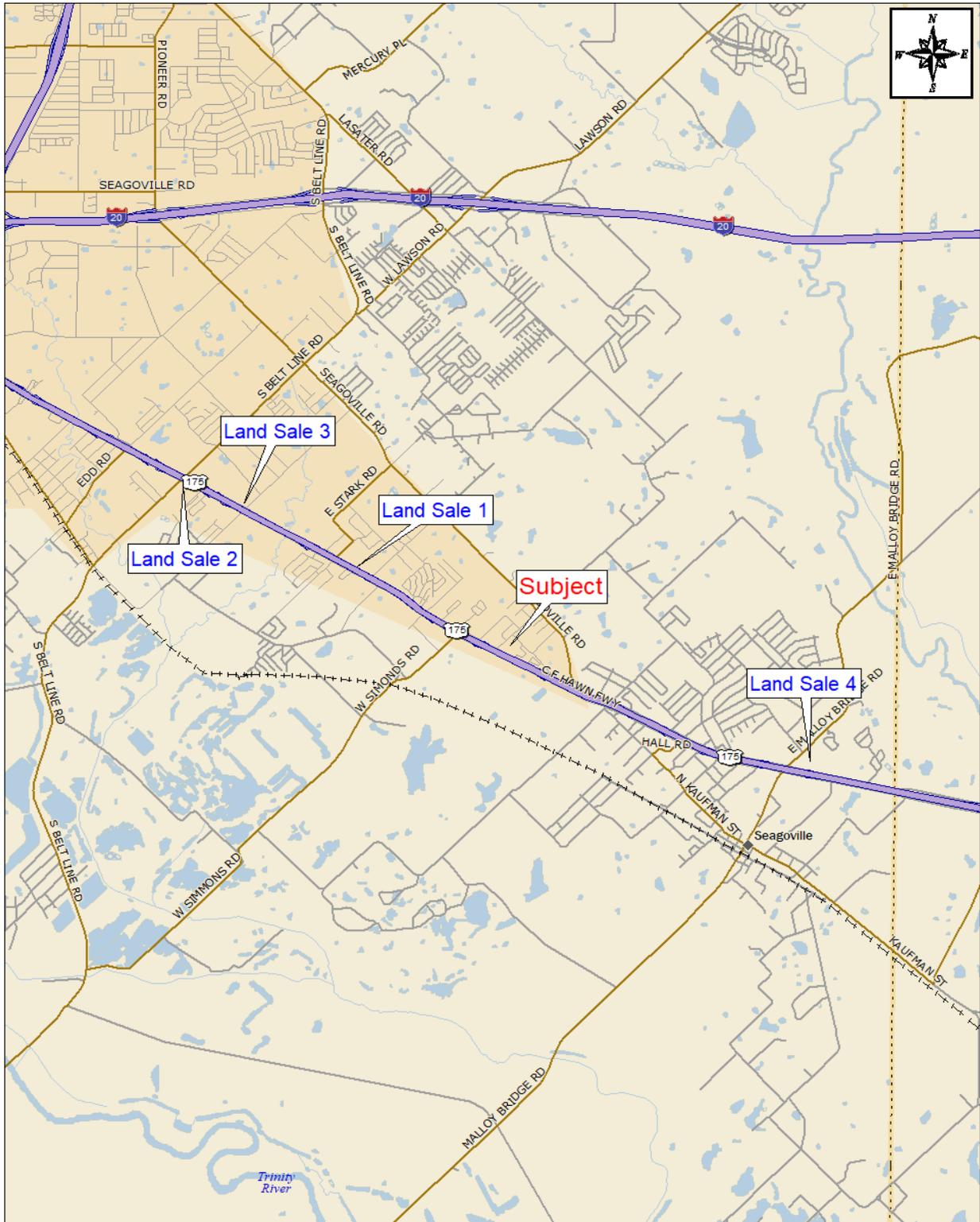
Subdivision Development – The total value of undeveloped land is indicated as if the land were subdivided, developed, and sold. Development costs, incentive costs, and carrying charges are subtracted from the estimated proceeds of sale, and the net income projection is discounted over the period required for market absorption of the developed sites.

Land Residual Technique – The land is assumed to be improved to its highest and best use. The income attributable to the return *on* and *of* the capital invested in the improvements is deducted from the net operating income. The result is the income attributable to the land. This income is capitalized to derive an opinion of land value.

Ground Rent Capitalization – This procedure is used when land rents and land capitalization rates are readily available, e.g., for appraisals in well-developed areas. Net ground rent, the net amount paid for the right to use and occupy the land, is calculated and divided by a land capitalization rate. Either actual or estimated rents can be capitalized using rates that can be supported in the market.

The *sales comparison* method is the best method of developing an opinion of value of the subject. In this method, known sales of similar use land in the market area are compared to the subject to arrive at an indication of value. In arriving at value conclusions, the tracts are compared as to the rights conveyed, financing terms, sale conditions, market conditions, location, and physical characteristics. This approach is used to value land that is vacant or considered vacant for appraisal purposes.

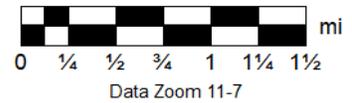
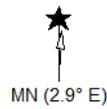
The market was carefully researched for recent sales, leases, listings, or other transactions, which would provide a valid basis for developing an opinion of the market value of the subject by comparison. After reviewing and analyzing the sales, the following sales were extracted from this sample and utilized for the land valuation. These sales are detailed on the following pages.



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Land Sale No. 1



Location	NE/s of US Highway 175, south of Stark Road Seagoville, Dallas County, Texas
MapSCO	DA-70-T
Legal Description	Lot 1, Block 1, Nabors Addition, City of Seagoville, Dallas County, Texas
Grantor	Tao South I-20, LP
Grantee	2806 Hwy 175 Properties, LLC
Record Data	
Date of Sale	May 31, 2017
Document No.	201700153898
Consideration	\$325,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	2.20
Square Feet	95,832
Price Per SF	\$3.39
Zoning	C (Commercial)
Topography	Mostly level; at grade
Utilities	All available
Shape	Mostly rectangular
Frontage	±360 LF - US Highway 175
Comments	This tract is located on the northeast side of US Highway 175 (CF Hawn Freeway), south of Stark Road. This tract is rectangularly shaped and was previously improved with two buildings, which were razed prior to this sale, and the old parking lot and pylon sign remains. The property was purchased for investment hold.

Land Sale No. 2



Location	Adj. SE/c of US Highway 175 and South Belt Line Road Dallas, Dallas County, Texas
Mapsc	DA-69A-R
Legal Description	Lot, 4, Block C/8806, Comeda Two Addition, an addition to the City of Dallas, Dallas County, Texas
Grantor	Comeda Seagoville Partnership
Grantee	RIM Investments, LLC
Record Data	
Date of Sale	October 26, 2016
Document No.	201600300859
Consideration	\$280,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	2.695
Square Feet	117,394
Price Per SF	\$2.39
Zoning	CS (Commercial Services)
Topography	Mostly level; at grade
Utilities	All available
Shape	Mostly rectangular
Frontage	±506 LF - US Highway 175
Comments	This tract is located adjacent to the southeast corner of US Highway 175 (CF Hawn Freeway) and South Belt Line Road; this tract is mostly rectangularly shaped. According to the broker, this property was purchased for investment hold.

Land Sale No. 3



Location	N/c of US Highway 175 and Woody Road Dallas, Dallas County, Texas
Mapsco	DA-70-N
Legal Description	Tracts 281A and 281A1, Block 8820, City of Dallas, Dallas County, Texas
Grantor	Ammi Investments, LLC
Grantee	Capeti Properties, LLC
Record Data	
Date of Sale	May 18, 2016
Document No.	201600133293
Consideration	\$280,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	4.46
Square Feet	194,278
Price Per SF	\$1.44
Zoning	CS (Commercial Services)
Topography	Mostly level; at grade
Utilities	All available
Shape	Irregular
Frontage	±470 LF - US Highway 175 ±350 LF - Woody Road
Comments	This tract is located along the northern line of US Highway 175 and Woody Road. This tract is irregularly shaped and is covered with some native trees.

Land Sale No. 4



Location	N/s of Crestview Lane, E of East Malloy Bridge Road Seagoville, Dallas County, Texas
Legal Description	Lot 4, Block A, Seagovill Corners III Addition, an addition of the City of Seagoville, Dallas County, Texas
Grantor	Seagoville Venture No. Three - S-SI Rio Grande, LP
Grantee	Seagoville WF, LLC
Record Data	
Date of Sale	August 4, 2015
Document No.	201500207522
Consideration	\$575,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	3.359
Square Feet	146,300
Price Per SF	\$3.93
Zoning	PD-LR (Planned Development - Local Retail)
Topography	Mostly level; at grade
Utilities	All available
Shape	Mostly rectangular
Frontage	±489 LF - Crestview Lane ±40 LF - Two access drives
Comments	This tract is located along the northern line of Crestview Lane, east of East Malloy Bridge Road; this tract is mostly rectangularly shaped. Since this transaction, the tract was improved with a retail store (Tractor Supply).

LAND SALES SUMMARY					
Sale No.	Location	Size		Price Per SF	Date of Sale
		SF	AC		
1	NE/s of US Highway 175, south of Stark Road	95,832	2.200	\$ 3.39	May-17
2	Adj. SE/c of US Highway 175 and South Belt Line Road	117,394	2.695	\$ 2.39	Oct-16
3	N/c of US Highway 175 and Woody Road	194,278	4.460	\$ 1.44	May-16
4	N/s of Crestview Lane, E of East Malloy Bridge Road	146,300	3.359	\$ 3.93	Aug-15
Subject	E/c of US Highway 175 and East Simonds Road	247,290	5.677		

The sales in the sample were selected from a larger group as being most similar in overall physical characteristics as compared to the subject. The land sales occurred between August 2015 to May 2017, range in size from 2.200 acres to 4.460 acres, and range in price from \$1.44 to \$3.93 per square foot. These sales represent the most recent, similar activity in proximity to the subject.

ADJUSTMENT DESCRIPTIONS AND ANALYSIS

The first step in any comparative analysis is to identify which elements of comparison affect property values in the subject market. Each of the basic elements of comparison must be analyzed to determine whether an adjustment is required. If sufficient information is available, a quantitative adjustment can be made.

Adjustments for differences are made to the price of each comparable property to make that property equivalent to the subject in market appeal on the effective date of the opinion of value. The magnitude of the adjustment made for each element of comparison depends on how much that characteristic of the comparable property differs from the subject property. We have considered all appropriate elements of comparison in the following discussions.

In the following analysis, consideration is given for rights conveyed, financing, sale and market conditions, location, and physical characteristics. Property rights conveyed and financing are basic components of sale. Rights conveyed should be identical and financing should be on a cash equivalent basis. Sale conditions require analysis to determine any unusual characteristics. Consideration of market conditions is necessary because of the cyclical nature of the real estate market and continuous economic change. The location adjustment considers factors such as type, compatibility, quality, desirability, and accessibility of area development. Comparison of utility considers such factors as zoning, size, and frontage.

COMPARATIVE ANALYSIS

In analyzing the sales, comparative analyses are used to identify differences between the subject and the comparable sales. The difference in selling price is allocated to the elements of comparison, which the market data indicates contribute to different prices. These adjustments are not intended as exact measurements but are used to define accurately the range of values indicated by the market.

RIGHTS CONVEYED, FINANCING, SALE, MARKETING CONDITIONS, AND LOCATION**Rights Conveyed**

When property rights are sold, they may be the sole subject of the contract or the contract may include other rights, less than all of the real property rights, or even another property or properties. Before the price of a comparable sale property can be used in sales comparison analysis, the appraiser must first ensure that the sale price of the comparable property applies to property rights that are similar to those being appraised. To do so, adjustments may be required before specific differences in the physical real estate can be compared. The sales were evaluated and no adjustments for rights conveyed are considered necessary for Sale Nos. 1, 2, 3, and 4.

Financing

The transaction price of one property may differ from that of an identical property due to different financing arrangements. The cost of financing includes the interest rate and any points, discounts, equity participations, or other charges that the lender requires to increase the effective yield of the loan. The cost and availability of credit for real estate financing influence both the quantity and quality of real estate demanded and supplied. Additional financing adjustments could be made based on owner financing, favorable financing terms, or assumptions. The sales were purchased with cash, or third-party financing which requires no adjustment.

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. The anticipated costs are estimated, unless specific expenditure data are available. The sales were evaluated, and no adjustments are required.

Sale Conditions

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Sales where the conditions significantly affect transaction prices are labeled non-arm's length transactions. Any sales that reflect unusual sale conditions are adjusted accordingly and the circumstances of these non-arm's length transactions are detailed on the sale summary pages. The sales were evaluated and no adjustments for sale conditions are considered necessary for Sale Nos. 1, 2, 3, and 4.

Market Conditions

The sales occurred between August 2015 and May 2017. Adjustments for market conditions are applied if property values have increased or decreased since the transaction dates. Based on our observations and analysis, real estate has appreciated approximately 4% annually. Each sale is adjusted accordingly.

Location

An adjustment for location within a market area may be required when the locational characteristics of a comparable property are different from those of the subject property. Most comparable properties in the same market area have similar locational characteristics, but variations may exist within that area of analysis. A property's location is analyzed in relation to the location of other similar properties. Sale Nos. 1, 2, 3, and 4 are similar in locational appeal as compared to the subject and are not adjusted.

PHYSICAL**Access**

Access has significant bearing on real estate in the market. Access is defined as the points, or number of points available for ingress/egress to the subject site or ease of access to the site from abutting roadways. Sale properties are adjusted based on their inferiority/superiority as compared with the subject. All of the sales are similar in access to the subject, with no adjustments required.

Frontage

Frontage is the number of feet of frontage along the subject roadway or roadways. Sale properties are adjusted based on their inferiority/superiority as compared with the subject. Sales 1, 2, 3, and 4 are considered similar in frontage as compared to the subject and are not adjusted.

Exposure

Exposure is a function of traffic volume or drive-by business potential. Sale properties are adjusted based on their inferiority/superiority as compared with the subject. All of the sales are similar in exposure to the subject and are not adjusted.

Land Sales - Traffic Exposure		
Sale No.	Location	Vehicle Count
1	NE/s of US Highway 175, south of Stark Road	55,200
2	Adj. SE/c of US Highway 175 and South Belt Line Road	65,000
3	N/c of US Highway 175 and Woody Road	55,200
4	N/s of Crestview Lane, E of East Malloy Bridge Road	54,100
<i>Subject</i>	<i>E/c of US Highway 175 and East Simonds Road</i>	<i>55,400</i>

Source: TxDOT and CoStar traffic estimates

Size

The subject site is comprised of 5.677 acres. The size adjustment is based on the premise that, in general, the larger the tract, the less its selling price on a per unit basis. Recent experience with other properties utilizing a linear regression analysis indicates a 5% - 15% adjustment for each doubling/halving (100%) in size. A 10% adjustment is used for this analysis. All sales are adjusted accordingly. Sale Nos. 1, 2, 3, and 4 are adjusted -13%, -11%, -3%, and -7%, respectively for size.

Zoning

The site is zoned PD, Commercial by the City of Seagoville. Sales 1, 2, 3, and 4 are superior in zoning to the subject, and adjustments of -5% are applied to each.

Utilities

Electricity, water, sewer, and phone services are available to the subject. Sale Nos. 1, 2, 3, and 4 are similar in the available utilities as compared to the subject and do not warrant adjustment.

Topography

The subject is level; the subject is determined to be outside the 100-year floodplain. Sale Nos. 1, 2, 3, and 4 are similar in topography as compared to the subject and are not adjusted.

SUMMARY OF ADJUSTMENTS

The previously described adjustments are applied in the following table:

LAND SALES ADJUSTMENTS				
Sale No.	1	2	3	4
No. of Acres	2.200	2.695	4.460	3.359
Size SF	95,832	117,394	194,278	146,300
Sale Date	May-17	Oct-16	May-16	Aug-15
Sale Price	\$325,000	\$280,000	\$280,000	\$575,000
Sale Price Per SF	\$3.39	\$2.39	\$1.44	\$3.93
Rights Conveyed	-0-	-0-	-0-	-0-
Financing	-0-	-0-	-0-	-0-
Sale Conditions	-0-	-0-	-0-	-0-
Immediate Expenditures	-0-	-0-	-0-	-0-
Market Conditions	7%	10%	11%	14%
Adjusted Price	\$3.63	\$2.63	\$1.60	\$4.48
Location	-0-	-0-	-0-	-0-
Access	-0-	-0-	-0-	-0-
Frontage	-0-	-0-	-0-	-0-
Exposure	-0-	-0-	-0-	-0-
Size	-13%	-11%	-3%	-7%
Zoning	-5%	-5%	-5%	-5%
Utilities	-0-	-0-	-0-	-0-
Topography	-0-	-0-	-0-	-0-
Net Adjustment	-18%	-16%	-8%	-12%
Adjusted Price/SF	\$2.98	\$2.21	\$1.47	\$3.94

After adjustments, the comparables range in price from \$1.47 to \$3.94 per square foot, with an average of \$2.65 per square foot and a median of \$2.60 per square foot.

The following table represents the active listings that are similar to the subject property.

SUMMARY OF ACTIVE LISTINGS				
Listing No.	Location	List Price	Size SF	Price Per SF
1	SW/s of US Highway 175, S of Glenn Road (Seagoville)	\$ 150,000	79,149	\$1.90
2	NE/c of US Highway 175 and Greenhaven Road (Seagoville)	\$ 290,000	144,140	\$2.01
3	N/s of US Highway 175, E of East Malloy Bridge Road (Seagoville)	\$ 450,000	187,700	\$2.40
4	Wraps SE/c of US Highway 175 and Malloy Bridge Road (Seagoville)	\$ 3,200,000	965,725	\$3.31
5	SE/c of US Highway 175 and Water Street (Seagoville)	\$ 750,000	125,235	\$5.99

These active listings are considered in the final valuation, as comparable properties under the principle of substitution.

LAND VALUE CONCLUSION

After adjustments, the comparables range in price from \$1.47 to \$3.94 per square foot, with an average of \$2.65 per square foot and a median of \$2.60 per square foot. These comparable sales are representative of land activity in the area. Considering the adjusted sales, with emphasis toward Sale 3, the indicated value of the subject site is estimated at \$1.70 per square foot, or \$420,000, rounded.

Total Land Area					
No. of Square Feet		\$/SF			Indicated Value
247,290	x	\$1.70	=	\$	420,393
				Rounded	\$ 420,000

REASONABLE MARKETING PERIOD

The request to provide a reasonable marketing time opinion exceeds the normal information required for the conduct of the appraisal process and is treated separately from the process.

Reasonable marketing time, as defined by the Uniform Standards of Professional Appraisal Practice, Advisory Opinion No. 7, is an opinion of the amount of time it might take to sell a real or personal property interest in at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

The development of a marketing time opinion uses some of the same data analyzed in the process of developing a reasonable exposure time opinion as part of the appraisal process and is not intended to be a prediction of a date of sale or a one-line statement. It is an integral part of the analyses conducted during the appraisal assignment. This opinion may be expressed as a range and can be based on one or more of the following:

- statistical information about days on market
- information gathered through sales verification
- interviews of market participants
- anticipated changes in market conditions

Related information of market conditions that may affect marketing time includes identification of typical buyers and sellers for the type of real estate involved and typical equity investment levels and financing terms. Reasonable marketing time is a function of price, time, use, and shifting market conditions, e.g. changes in the cost and availability of funds-not an isolated opinion of time alone. The price that may be achieved in the future, at the end of the marketing period, may or may not be equal to the current appraised value opinion, depending on potential changes in the physical real estate, demographic and economic trends, the real estate market, tenancy, property operations, and the effectiveness of the marketing program, among other factors.

A reasonable marketing period for the subject property at the market value opinion stated above is developed in the following manner:

The opinion of value reached herein is considered supportable and reliable. It is based upon recent market data including conversations with area brokers and principals involved in the comparable sales utilized in the valuation of the subject.

According to local brokers, appropriately priced similar properties generally sell within time periods ranging from approximately 8 to 16 months. This opinion was supported by the marketing times reported by several of the parties to the improved comparable sales utilized herein. A reasonable marketing time for the subject property, priced in accordance with the market value opinion concluded in this report, is considered to be 12-18 months.

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

I have no present or contemplated future interest in the real estate that is the subject of this appraisal report. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which analyses, opinions and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report. These are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

This appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and in conformity with the rules of the Texas Real Estate Commission. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Appraisal Institute conducts a program of continuing education for its members. As of the date of this appraisal, Richard McBride has completed the Standards and Ethics Education requirements for Practicing Affiliates of the Appraisal Institute.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. No one provided real property appraisal assistance to the person signing this certification. I certify that Richard McBride personally inspected the property appraised.

PYLES WHATLEY CORPORATION



Richard McBride

State of Texas Certification #TX-1380335-G

RICHARD C. MCBRIDE

Appraisal assignments include retail centers, existing and proposed office buildings, commercial and industrial properties, and multi-family residential. Additional consulting assignments include condemnation and right-of-way work, and other various consulting assignments.

Experience

- ◆ Appraiser with Pyles Whatley Corporation since 2007
- ◆ Over thirteen years experience in electronics manufacturing industry in Process Development and Management.

Education

- ◆ Numerous Appraisal Courses offered by the Appraisal Institute
- ◆ Right-of-way courses offered by the International Right of Way Association
- ◆ Richland College, 1992-1994
 - Engineering
 - General studies

Professional

- ◆ Texas Appraiser Licensing and Certification Board
 - *Certified General Real Estate Appraiser #TX-1380335-G*
- ◆ Appraisal Institute
 - *Practicing Affiliate*
- ◆ International Right of Way Association, Chapter 36, Member

ADDENDA

TAX INFORMATION**Commercial Account #50046550010020000**

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2019)**Address:** 2110 N U S HWY 175**Market Area:** 0**Mapsc0:** 70-Z (DALLAS)**DCAD Property Map****View Photo****Electronic Documents (ENS)****Print Homestead Exemption Form****Owner (Current 2019)**

VICTORY BAPTIST CHURCH
OF SEAGOVILLE
900 N HIGHWAY 175
SEAGOVILLE, TEXAS 751591776

Multi-Owner (Current 2019)

Owner Name	Ownership %
VICTORY BAPTIST CHURCH	100%

Legal Desc (Current 2019)

- 1: SEAGOVILLE PLACE
2: BLK 1 LT 2 ACS 1.153
3:
4: INT200600091028 DD12072005 CO-DC
5: 0465500100200 35004655001
Deed Transfer Date: 3/13/2006

Value

2018 Certified Values	
Improvement:	\$0
Land:	+ \$50,230
Market Value:	= \$50,230
Revaluation Year:	2017
Previous Revaluation Year:	2014

Improvements (Current 2019)

No Improvements.

Land (2018 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	DUPLEX DWELLING	0	0	50,225.0000 SQUARE FEET	STANDARD	\$1.00	0%	\$50,225	N

*** All Exemption information reflects 2018 Certified Values. ***

Exemptions (2018 Certified Values)

No Exemptions

Estimated Taxes (2018 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	SEAGOVILLE	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.7438	\$1.412035	\$0.2531	\$0.124	\$0.2794	N/A
Taxable Value	\$50,230	\$50,230	\$50,230	\$50,230	\$50,230	\$0
Estimated Taxes	\$373.61	\$709.27	\$127.13	\$62.29	\$140.34	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$1,412.64

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.

Commercial Account #50046550010010000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2019)

Address: 2108 N U S HWY 175
 Bldg: FRTG
Market Area: 0
Mapsco: 70-Z (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

Electronic Documents (ENS)



[Print Homestead Exemption Form](#)

Owner (Current 2019)

VICTORY BAPTIST CHURCH
 OF SEAGOVILLE
 900 N HIGHWAY 175
 SEAGOVILLE, TEXAS 751591776

Multi-Owner (Current 2019)

Owner Name	Ownership %
VICTORY BAPTIST CHURCH	100%

Legal Desc (Current 2019)

- 1: SEAGOVILLE PLACE REP
 - 2: BLK 1 LT 1 ACS 4.524
 - 3:
 - 4: INT200600091028 DD12072005 CO-DC
 - 5: 0465500100100 35004655001
- Deed Transfer Date:** 3/13/2006

Value

2018 Certified Values	
Improvement:	\$0
Land:	+ \$197,070
Market Value:	=\$197,070
Revaluation Year:	2017
Previous Revaluation Year:	2014

Improvements (Current 2019)

No Improvements.

Land (2018 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	DUPLEX DWELLING	0	0	197,065.0000 SQUARE FEET	STANDARD	\$1.00	0%	\$197,065	N

*** All Exemption information reflects 2018 Certified Values. ***

Exemptions (2018 Certified Values)

No Exemptions

Estimated Taxes (2018 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	SEAGOVILLE	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.7438	\$1.412035	\$0.2531	\$0.124	\$0.2794	N/A
Taxable Value	\$197,070	\$197,070	\$197,070	\$197,070	\$197,070	\$0
Estimated Taxes	\$1,465.81	\$2,782.70	\$498.78	\$244.37	\$550.61	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$5,542.27

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.

ZONING EXCERPT**Division 22. PD Planned Development District Regulations*****Sec. 25.02.531 General purpose and description**

- (a) The city council, after public hearing and proper notice to all parties affected and after recommendation from the planning and zoning commission, may authorize the creation of a Planned Development (PD) overlay district.
- (b) The Planned Development (PD) District is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multifamily, duplex, etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this article, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:
- (1) To provide for a superior design on [of] lots or buildings;
 - (2) To provide for increased recreation and open space opportunities for public use and enjoyment;
 - (3) To provide amenities or features that would be of special benefit to the property users or to the overall community;
 - (4) To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, viewscales, or wildlife habitats;
 - (5) To protect or preserve existing historical buildings, structures, features or places;
 - (6) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
 - (7) To meet or exceed the standards of this article.
- (c) While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established herein to ensure against misuse of increased flexibility.

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.532 Permitted uses

(a) An application for a PD district shall specify the base zoning district(s) upon which the PD is based, and the use or the combination of uses proposed (particularly if any of the proposed uses are not allowed by right in the base zoning district). PD designations shall not be attached to SUP requirements. Specific use permits allowed in a base zoning district(s) are allowed in a PD only if specifically identified as allowable by SUP at the time of PD approval, and if specifically cited as an “additional use” (i.e., to those allowed by right in the PD) in the ordinance establishing the PD. Any use that is not specifically cited as permitted (by right or by SUP) in the applicable base zoning district(s) or the PD ordinance shall be prohibited unless the PD ordinance is amended using the procedures set forth in this article and in division 36 of the zoning ordinance.

(b) In the case of residential PD districts, the proposed lot sizes shall be no smaller than the lot sizes allowed in the base zoning district for each type of housing (e.g., single-family, duplex, etc.) except for minor changes in a small percentage of the lots in order to provide improved design, or to provide flexibility in the layout of the subdivision or diversity in lot size choices.

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.533 Planned development requirements

(a) Any development requirements for a particular PD district that deviate from those of the base zoning district(s) shall be set forth in the amending ordinance granting the PD district. These shall include, but may not be limited to: allowed or additional (i.e., SUP) uses, density, lot area, lot width, lot depth, yard depths and widths, building height and size, building exterior construction, lot coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, property management associations, and other requirements as the city council and planning and zoning commission may deem appropriate.

(b) In the PD district, uses and development standards shall conform to the standards and regulations of the base zoning district(s) unless specifically stated otherwise in the PD ordinance. The base zoning district(s) shall be stated in the PD granting ordinance.

All applications to the city shall list all requested deviations from the standard requirements for the base zoning district(s) as set forth throughout the zoning ordinance as applicable to each base zoning district (applications without this list will be considered incomplete). The PD district shall conform to all other regulations of the applicable base zoning district(s), as well as all other applicable regulations of the zoning ordinance, unless specifically changed or excluded in the ordinance establishing the PD. A PD that is based upon more than one base zoning district shall also include a legal (i.e., metes and bounds) description and graphic exhibit describing/showing the proposed boundaries of each respective area and its base zoning district (e.g., shown as "Proposed PD-R-2", "Proposed PD-LR", etc.).

(c) The ordinance granting a PD district shall include a statement as to the purpose and intent of the PD district granted therein, as well as a general statement citing the reason for the PD request.

(d) The minimum acreage for a planned development request shall be as follows:

- (1) Residential development (R-1 through 5, D or TH): 20 contiguous acres.
- (2) Multifamily development (A or MHP): Ten contiguous acres.
- (3) Nonresidential development (O, LR, C, LM, HM, H/O): Ten (10) contiguous acres.
- (4) Mixed Use (residential and nonresidential): 30 contiguous acres.

(e) The minimum acreages for a planned development request cited in subsection D above may be reduced, or waived altogether, by city council upon approval and adoption of the PD ordinance (with such acreage reduction or waiver specifically cited in the PD ordinance) if the city council makes a finding that at least one of the following special circumstances exist for a specific land parcel:

- (1) The property is located entirely, or at least 75 percent within, the Downtown Redevelopment Overlay District;
- (2) The property is located along U.S. 175, and has at least 200 feet of frontage along U.S. 175; or

(3) The property is surrounded on at least 75 percent of its perimeter by property that has already been developed (i.e., has been final platted and has significant development improvements, such as roads, utilities, storm drainage structures, fire lanes and hydrants, and other similar development improvements, either under active construction or already completed on it).

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.534 Concept plan and site plan requirements for a PD

In establishing a planned development district in accordance with this article, the city council shall approve and file as part of the amending ordinance appropriate plans and standards for each PD district. To facilitate understanding of the request during the review and public hearing process, the concurrent submission of a concept plan shall be required along with the PD zoning application. A preliminary/construction plat may be submitted in lieu of the concept plan for a single- or two-family PD (see the Subdivision Ordinance for submission and other requirements) if the applicant prefers to do so, and if the applicant wishes to expend the resources and funds necessary to prepare a complete preliminary/construction plat submission.

(1) Concept plan. This plan shall be submitted by the applicant at the time of the planned development request. The plan shall show the applicant's intent for the use of the land within the proposed PD district in a graphic manner and, as may be required, supported by written documentation of proposals and standards for development. The city may prepare application form(s) that further describe and explain the following requirements:

(A) Residential PD concept plan. A concept plan shall be submitted with any residential PD zoning request for a development comprised of single-family or two-family (duplex) dwellings on individually platted lots, and shall show general uses, phasing of the development, access, thoroughfares, alleys (if proposed), preliminary lot arrangements, proposed densities, proposed screening, landscaped or private amenity areas, project scheduling, and other pertinent development data. (See the Subdivision Ordinance for additional information on concept plan submission as it relates to the platting of land.)

(i) For a single- or two-family PD (or portion of a PD) - A preliminary/construction plat (see the Subdivision Ordinance) shall be submitted for approval within one year from the approval date of the concept plan for all or some portion of the PD covered by the overall PD concept plan. If a preliminary/construction plat is not submitted within one year, then the PD concept plan shall expire in which case the property owner must submit a new zoning application for approval of a new PD concept plan (along with a zoning application to amend the PD ordinance and its accompanying concept plan) must be submitted for review and approval, in accordance with the procedures set forth in this article, prior to preliminary/construction plat review/approval (and any subsequent issuance of a building permit) for any portion of the PD district.

(B) Nonresidential or multifamily PD concept plan. A concept plan shall be submitted with any nonresidential, multifamily, single-family attached, or manufactured (mobile) home PD zoning request, and shall clearly show all pertinent aspects of the type and nature of the proposed development. The concept plan shall show the types of use(s) proposed; access, topography and boundaries of the PD area; existing physical features of the site; existing and proposed streets, alleys, easements and lot lines; location of existing or proposed public facilities; building heights and locations; parking areas and ratios; fire lanes; screening and landscaped areas; project phasing and scheduling; and other pertinent development data to adequately describe the proposed development (see division 23 of the zoning ordinance for concept plan requirements and procedures).

(i) For a nonresidential, multifamily, single-family attached, or manufactured (mobile) home PD (or portion of a PD) - A detailed site plan shall be submitted for approval (in accordance with subsection (2) below, and with division 23 of the zoning ordinance) within one (1) year from the approval date of the concept plan for all or some portion of the PD covered by the overall PD concept plan. If a detailed site plan is not submitted within one (1) year, then the PD concept plan shall expire in which case the property owner must submit a new zoning application for approval of a new PD concept plan (along with a zoning application to amend the PD ordinance and its accompanying concept plan) must be submitted for review and approval, in accordance with the procedures set forth in this article, prior to detailed site plan review/approval (and any subsequent issuance of a building permit) for any nonresidential, multifamily, single-

family attached, or manufactured (mobile) home portion of the PD district.

(2) PD site plan (detailed). Submission and approval of the detailed PD site plan shall be in accordance with division 23 of the zoning ordinance, and shall accompany an application for a nonresidential, multifamily, single-family attached, or manufactured (mobile) home planned development zoning if the applicant prefers to submit the detailed site plan in lieu of the required PD concept plan. The detailed PD site plan will establish the final plans for development of the planned development district (or any portion thereof), and it shall substantially conform to the site layout and development data approved on the PD concept plan (adopted along with the PD ordinance). If a PD concept plan was previously approved for the overall PD district, then a detailed PD site plan (along with the required engineering/architectural site construction plans and preliminary/construction plat) may be submitted for only the sections or lots that are proposed for immediate development rather than for the entire PD. If no concept plan was approved with the ordinance establishing the PD, then a concept plan for the entire PD must be submitted and approved prior to approval of a detailed site plan (along with the required engineering/architectural site construction plans and preliminary/construction plat) for only the portion(s) of the PD that are proposed for immediate development.

For any single- or two-family residential district (A, R-1 through 5 or Duplex), a preliminary/construction plat shall qualify as the site plan.

(3) Lapse, extension or reinstatement of PD concept plan or PD site plan shall be in accordance with the provisions above and the provisions in division 23 of the zoning ordinance.

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.535 Approval process and procedures

(a) The procedure for establishing a planned development zoning district shall follow the procedures for zoning amendments as set forth in division 36 of the zoning ordinance. This procedure shall be expanded to include concurrent consideration and approval (or denial) of the concept plan that is submitted along with the PD zoning request application. The public hearings conducted for, and the subsequent actions taken upon, the PD zoning request shall also include the accompanying concept plan,

and if the PD is approved then the concept plan shall become a part of the ordinance establishing the PD district.

(b) The ordinance establishing the planned development zoning district shall not be approved (or adopted) until the accompanying concept plan is approved by the city council, and until all other procedural requirements set forth in division 36 and division 23 of the zoning ordinance are satisfied.

(c) When a zoning request for a planned development district is being considered, a written report from the city manager (or his/her designee) discussing the project's impact upon planning, engineering, water utilities, electric, sanitation, building inspection, tax, police, fire and traffic, as well as written comments from applicable public agencies (such as the applicable school district and/or utility companies), may be submitted to the planning and zoning commission prior to the commission making any recommendations to the city council. In the event written comments and advisement are not forthcoming in a reasonable amount of time, the commission may, at its discretion, make a recommendation to the city council without said comments or advisement.

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.536 Designation of PDs on the zoning map

All planned development zoning districts approved in accordance with the provisions of this article, as may be amended, shall be prefixed by a "PD" designation and assigned a unique identification number (e.g., PD-1, PD-2, PD-3, and so on), and shall also be referenced on the zoning district map. A list of such planned development districts, showing the uses permitted and any other special stipulations of each PD district, shall be maintained as part of this article. (Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.537 Prior planned development ordinances remaining in effect

Prior to adoption of the ordinance codified in this article, the city council previously established certain planned development districts, some of which are to be continued in full force and effect. The ordinances or parts of ordinances approved prior to the ordinance codified in this article, specified in Appendix A-1, shall be carried forth in full force and effect and are the conditions, restrictions, regulations and requirements which apply to the respective planned development districts shown on the zoning district map as of the effective date of the ordinance codified in this article. Each prior PD ordinance

is hereby assigned a unique identification number (e.g., PD-1, PD-2, PD-3, and so on) as shown in Appendix A-1, and subsequent PD ordinances adopted after the effective date of the ordinance codified in this article shall be similarly numbered for identification purposes. (Ordinance 27-05, sec. 1, 12/15/05)

Editor's note—Appendix A-1 to Ord. 27-05, referred to in section 7 above, is not printed herein.

Secs. 25.02.538–25.02.550 Reserved

Division 16. C Commercial District Regulations

Sec. 25.02.371 Use regulations

In an “C” District, no land shall be used and no building shall be used, erected or converted to any use other than those listed below or those of a like and/or similar use:

Any use permitted in the “LR” Local Retail District.

Artificial flower manufacture.

Artificial limb manufacture.

Automobile dealers.

Automobile laundry.

Auto painting, auto upholstery.

Awning manufacture, cloth, metal, wood.

Aquarium, wholesale.

Book printing, binding, bindery.

Bottling works with syrup manufacture.

Bowling alley.

Bus and truck storage.

Cabinet shop.

Candy manufacture.

Canvas awning manufacture.

Car barns.

Carpenter shop.

Carpet cleaning - washing and scouring if dustproof room and dust-catching equipment is provided.

Carting, express, hauling or storage.

Cement storage.

Ceramic products, handcraft shop having an area of not more than 6,000 square feet.

Clothing manufacture.

Cold storage plant.

Commercial amusement.

Commercial colleges.

Cleaning and dry cleaning establishment having an area in excess of 6,000 square feet.

Contractor's storage yard.

Driving range.

Dry goods, wholesale and storage.

Dyeing plant having more than 6,000 square feet.

Egg candling and grading.

Electrical and neon sign manufacture.

Electrical repairing.

Electro-plating; electro-tying.

Engraving plant.

Envelope manufacture.

Feed store, wholesale and storage.

Florist, wholesale.

Food products manufacture, frozen food lockers, wholesale.

Furniture repair and upholstering - wholesale.

Furniture auction sales.

Hauling, light or heavy.

Household goods, storage.

Ice cream manufacture; ice manufacture.

Job printing and book printing.

Laundry, commercial.

Leather products manufacture.

Lithographing.

Loading or storage tracks.

Looseleaf book manufacture.

Lumberyard (building material).

Market - public.

Mattress making and renovating - where dust precipitating equipment is used.

Milk depot, wholesale.

Millinery manufacture.

Miniature golf course.

Mirror resilvering.

Motion-picture studio, commercial films.

Motorcycle repairing.

Moving and storage company.

Newspaper printing.

Optical goods manufacture.

Paint mixing, but excluding all cooking or baking operations of paints, varnish and lacquers.

Paper products and paper box manufacture.

Photoengraving plant.

Plastic products, molding, casting and shaping.

Penal or correctional institutions for insane, feebleminded, liquor or narcotic.

Printing equipment, supplies, repairs.

Print shop.

Publishing company.

Schools - all types including trade and commercial colleges.

Secondhand furniture.

Seed store, wholesale sales and storage.

Sheetmetal shop.

Shoe store, wholesale sales and storage.

Skating rink.

Storage and sales of used auto parts and accessories when located inside building and in which no automobile or parts of automobiles for sale is stored or displayed in the open.

Storage of trucks, and gravel.

Stone monument works - retail.

Streetcar barns.

Taxicab storage and repairs.

Team tracks and unloading docks, railroads.

Tire retreading and recapping.

Tourist camp.

Trade schools of all types.

Transfer and baggage company.

Trunk manufacturing.

Typesetting.

Used car lot.

Venetian blind manufacturing.

Warehouse, wholesale offices, sales and storage.

Water distillation.

(Ordinance 12-89, sec. 2b, adopted 9/14/89; Ordinance 04-10 adopted 5/6/10; Ordinance 22-2017 adopted 10/2/17)

Sec. 25.02.372 Height regulations

No building shall exceed six standard stories in height unless setback from all lot lines or any required yard lines [is] one foot for each two feet of building height above such six-story limit.

Sec. 25.02.373 Area requirements

(a) Front yard. Where all the frontage on one side of the street between two intersecting streets is located in the “C” District, no front yard shall be required. When the frontage on one side of the street between two intersecting streets is located partly in the “C” District and partly in a more restricted use district, the front yard shall conform to the more restricted use district.

(b) Side yard. No side yard shall be required for commercial or retail use, except:

(1) For a single-family dwelling, two-family dwelling, or a multiple-family dwelling use, a side yard shall be required on each side of the lot as in the “A” District.

(2) On the side of the lot adjoining a single-family, two-family, or Apartment District, there shall be a side yard. No side yard shall be required where the “C” District is separated from any residential district by an alley. The minimum width of the side yard shall be ten feet or ten percent of the average width of the lot, whichever is smaller but a side yard shall not be less than five feet.

(c) Rear yard. No rear yard shall be required for commercial or retail use except where a lot abuts single-family, two-family, or Apartment District and is not separated therefrom by an alley, in which event there shall be a rear yard on the rear of the lot equal to 20 percent of the depth of the lot but in no case shall such rear yard be less than ten feet, but the required rear yard shall not be greater than 24 feet. For a single-family, two-family, or multiple-family dwelling use, there shall be a rear yard on the rear of the lot equal to 20 percent of the depth of the lot, but the required rear yard shall not be greater than 24 feet.

(d) Area of the lot. The minimum lot area requirements for single-family, two-family or multiple-family dwellings shall be the same as those in the Apartment District. Where dwelling facilities are provided above stores, the lot area requirements shall be the same as those required for multiple-family dwellings in the Apartment District.

(e) Width of lot. The minimum width of the lot shall be 60 feet for a single-family dwelling, two-family, or multiple-family dwelling use, for other uses the width may be less than 60 feet.

(f) Parking regulations.

(1) The parking regulations for single-family, two-family, and multiple-family dwellings are the same as those in the Apartment Multiple Dwelling District.

(2) The parking regulations for all local retail uses are the same as those in the “LR” Local Retail District.

(3) Motels shall provide off-street parking space at the ratio of one space for each guestroom.

(4) Dance halls, commercial amusement establishments, nightclubs, and skating rinks shall provide off-street parking at a ratio of one space for each 100 square feet of floor area used for dancing, amusement or skating.

(5) Driving range, amusement parks, miniature golf courses shall provide off-street parking at the ratio of one space for each five persons. The maximum number of patrons which can be served shall be the basis in determining parking requirements.

(6) Manufacturing, industrial, and processing establishments, repair shops, warehouses, storage buildings, lumber and supply yards shall provide off-street parking space at a ratio of one space for each five employees. The maximum number of employees on duty at any time, day or night, shall be the basis determining [for] parking requirements for any establishment. Where the number of employees is indeterminate, off-street parking space shall be provided at a ratio of one space for each 1,000 square feet of floor area.

(7) Retail, office service, industrial and manufacturing buildings shall provide and maintain off-street facilities for loading and unloading of merchandise and goods within the building or on the lot adjacent to a public alley or private service drive to facilitate the

movement of traffic on the public streets. Such space shall consist of a minimum area of ten feet by 25 feet for each 20,000 square feet of floor space or fraction thereof in excess of 3,000 feet in the building or on the lot used for retail, storage or service purposes.

(Ordinance 05-06, sec. 1, adopted 5/4/06)

(8) On-site vehicle stacking for drive-through facilities shall be provided in accordance with [section 25.02.714](#). (Ordinance 04-10 adopted 5/6/10)

(g) Exterior fire-resistant construction. All main buildings shall be of exterior fire-resistant construction having exterior walls constructed of masonry materials as described in [division 32](#), Regulations Applicable to all Districts, [section 25.02.712](#), and in accordance with the city building code, as amended, and fire code, as amended. (Ordinance 05-06, sec. 1, adopted 5/4/06)

Secs. 25.02.374–25.02.390 Reserved

STATE CERTIFICATION

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

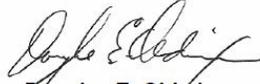
Number: **TX 1380335 G**

Issued: **06/18/2018**

Expires: **06/30/2020**

Appraiser: **RICHARD CLAYTON MCBRIDE**

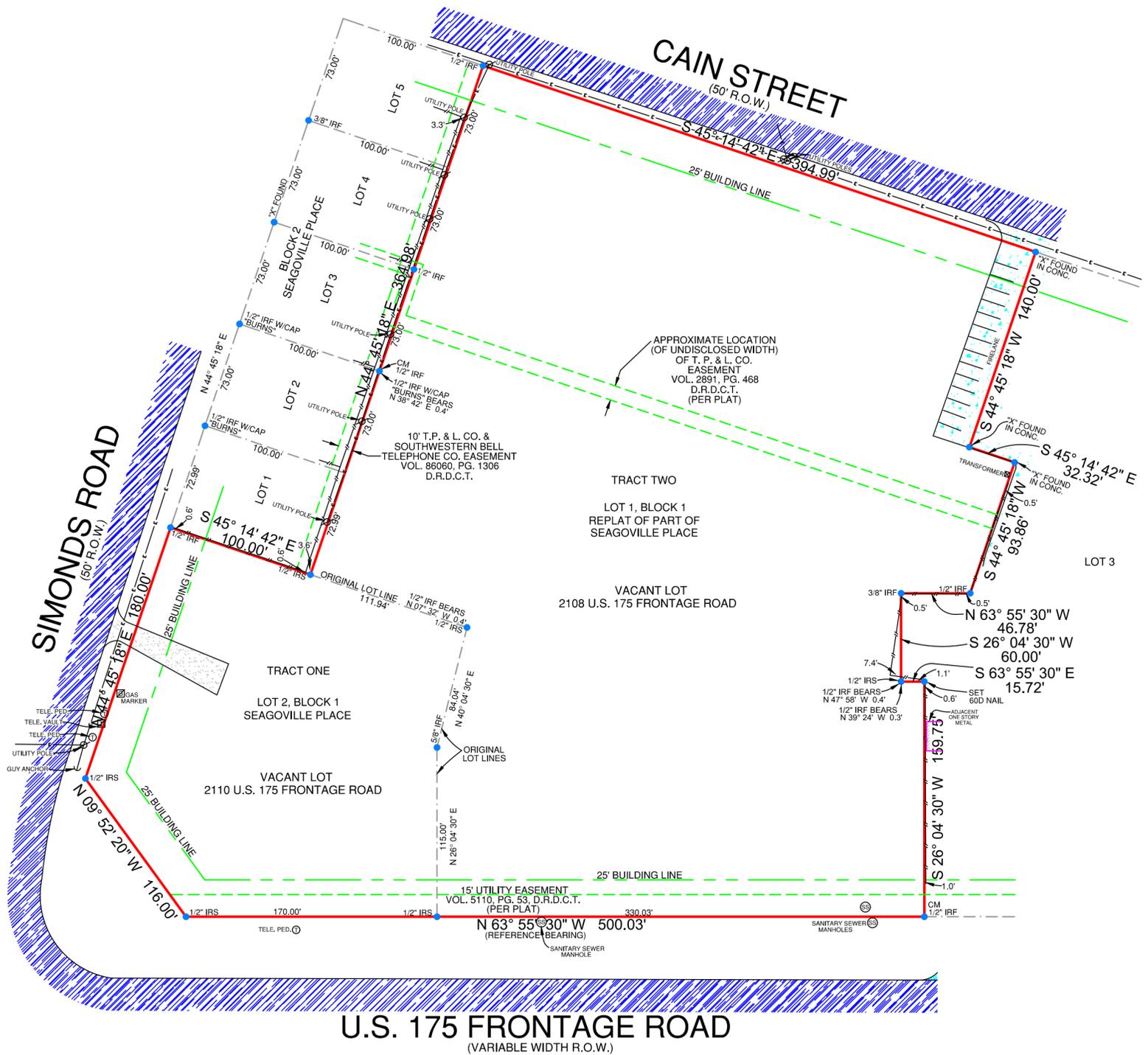
Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

PROPERTY DESCRIPTION:

TRACT ONE: LOT 2, BLOCK 1, OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 85036, PAGE 4275, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.

TRACT TWO: LOT 1, BLOCK 1, OF REPLAT OF PART OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 86236, PAGE 211, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.



THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING:
 (109) EASEMENT, VOL. 87131, PG. 1290, D.R.D.C.T.

FEMA NOTE

FLOOD INFORMATION:
 THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE 'X' RATING AS SHOWN BY MAP NO. 48113C0540 K, DATED JULY 7, 2014.

SURVEYOR'S CERTIFICATION:
 THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE. THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

GENERAL NOTES

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED ON THE PLAT RECORDED IN VOL. 85036, PG. 4275, P.R.D.C.T.
- 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
- 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER LISTED HEREON.
- 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
- 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
- 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

**2108 AND 2110 U.S. 175 FRONTAGE ROAD
 CITY OF SEAGOVILLE
 DALLAS COUNTY, TEXAS**

GF#: 019-36058

BORROWER:
 SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION

PREMIER JOB #: 19-03651

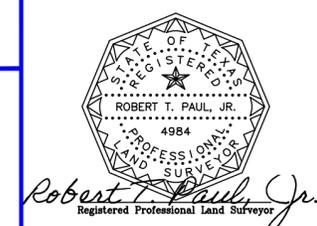
TECH: AV DATE: 06/10/19

FIELD: JC FIELD DATE: 06/10/19

CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPHALT	WROUGHT IRON FENCE
WOOD	BARB WIRE FENCE
STONE	R.R. TIE RETAINING WALL
GRAVEL	BRICK WALL
COVERED AREA	STONE WALL
CM = CONTROLLING MONUMENT	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRF = IRON ROD FOUND
	IPF = IRON PIPE FOUND
	IRS = IRON ROD SET
	MFCP = METAL FENCE COR POST
	WFPC = WOOD FENCE COR POST



Premier
 Surveying LLC
 5700 W. Plano Parkway
 Suite 1200
 Plano, Texas 75093
 Office: 972-612-3601
 Fax: 855-892-0468
 Firm Registration No. 10146200



PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** (“Agreement”) to buy and sell real property is entered between Seller and Purchaser as identified below and as of the Effective Date.

Seller: Victory Baptist Church of Seagoville Texas, a Texas non-profit corporation
Attn: Kevin Winchester
900 North Highway 175
Seagoville, Texas 75159

Telephone: (972) 287-1419
E-mail: kevin@ybcseagoville.com

Seller’s Attorney: None

Telephone: _____
E-Mail: _____

Seller’s Broker: None

Telephone: _____
E-Mail: _____

Purchaser: Seagoville Economic Development Corporation, a Texas non-profit corporation
Attn: Patrick Stallings, Executive Director
702 N Hwy 175
Seagoville, Texas 75159

Telephone: (972) 287-6807
E-mail: pstallings@seagoville.us

Purchaser’s Broker: None

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** ("Agreement") to buy and sell real property is entered between Seller and Purchaser as identified below and as of the Effective Date.

Seller: Victory Baptist Church of Seagoville Texas, a Texas non-profit corporation
Attn: Kevin Winchester
900 North Highway 175
Seagoville, Texas 75159

Telephone: (972) 287-1419
E-mail: info@vbcseagoville.com

Seller's Attorney: None _____

Telephone:
E-Mail: _____

Seller's Broker: None _____

Telephone:
E-Mail: _____

Purchaser: Seagoville Economic Development Corporation, a Texas non-profit corporation
Attn: Patrick Stallings, Executive Director
702 N Hwy 175
Seagoville, Texas 75159

Telephone: (972) 287-6807
E-mail: pstallings@seagoville.us

Purchaser's Broker: None

**Purchaser's
Attorney:**

Victoria Thomas
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Telephone: (214) 965-9900
Facsimile: (214) 965-0010
E-mail: vthomas@njdhs.com
klaughlin@njdhs.com

Title Company:

Town Square Title Company
Attn: Jessica Barton, Escrow Officer
310 N. 9th Street, Suite A
Midlothian, Texas 76065

Telephone: (972) 935-0800
Facsimile: (972) 938.1045
E-Mail: jbarton@twnsquaretitle.com

Property:

Tract 1: Lot 2, Block 1 of the SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 85036, Page 4275, Deed Records, Dallas County, Texas; and

Tract 2: Lot 1, Block 1 of the REPLAT OF PART OF SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 96236, Page 211, Deed Records, Dallas County, Texas;

together with all right, title and interest of Seller, if any, in and to any (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to storm water detention rights) related to said tract, (v) all permits and approvals relating to said tract. (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract.

Inspection Period:

The period commencing on the Effective Date and ending 60 days after the Effective Date.

Earnest Money: \$4,000 to be credited to Purchase Price at Closing, paid to Title Company not later than ten (10) business days after Effective Date; of which \$100 constitutes non-refundable Option Fee

Option Fee: \$100 non-refundable portion of Earnest Money to be credited at Closing as part of Earnest Money.

Closing Date: Not later than sixty (60) days after the end of the Inspection Period.

Purchase Price: **Four Hundred Thirty Thousand and No/100 Dollars (\$430,000.00)** cash at closing.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Sale and Purchase; Reservations.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Purchase and Sale Agreement (“Agreement”) for the Purchase Price and subject to additional consideration set forth in this Agreement.

2. **Title and Survey.**

(a) Seller has provided the most recent survey of the Property that Seller has in its possession. Seller shall not be required to obtain a new survey of the Property.

(b) Seller has provided Purchaser notice of payment of ad valorem taxes for the prior tax year.

(c) Not later than ten (10) days after the Effective Date, Purchaser shall, at Purchaser’s expense, deliver or caused to be delivered to Purchaser:

(i) a current commitment for an Owner’s Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment that are available to the Title Company;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession as of the Effective Date with respect to the Property;

(iv) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any

actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property; and

(v) copies of any leases, rental agreements, licenses, or other similar agreements granting the any person or entity other than Seller the right to possession of the Property.

(d) Seller will deliver to Purchaser not later than three (3) days after requested in writing any other documents or information in Seller's possession relating to the Property which may be reasonably requested by Purchaser.

(e) Not later than twenty (20) days after the Effective Date hereof, Purchaser, at Purchaser's sole option, cost and expense (even if the Closing does not occur), may have a survey (the "Survey") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Report and shall set forth a metes and bounds description of the Property. Upon approval of the Survey by Seller, the legal description contained in said Survey shall be used by the Parties as the legal description contained in the Special Warranty Deed and all other documents related to this Agreement without the necessity of amending this Agreement. Notwithstanding the above, Seller shall deliver to Purchaser the most recent survey obtained by Seller with respect to the Property, and Purchaser may, at Purchaser's sole option and expense, and in lieu of obtaining a new survey, obtain a certificate from a surveyor subject to approval of the Title Company certifying that no changes have occurred since the prior survey. Purchaser shall pay all costs and expenses in connection with any Survey or survey modifications or certificates obtained by Purchaser in connection with the Property, and such obligation of Purchaser shall survive any termination of this Agreement.

(f) Purchaser shall, not later than five (5) days after Purchaser's receipt of the last of the Survey and Title Commitment, notify Seller and Title Company of any objections to the Survey or Title Commitment related to the Property. If there are objections by Purchaser, Seller may, but shall not be required to attempt to satisfy them prior to Closing. Seller shall not be required to incur any cost in connection with the satisfaction of Purchaser's title objections. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, or if Seller does not deliver written notice to Purchaser prior to the expiration of such five (5) day period stating that Seller will cure Purchaser's objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey, in which event, all matters set forth on the Title Commitment and Survey shall be deemed to have been approved by Purchaser and shall constitute "Permitted Exceptions" for purposes of this Agreement, or (ii) terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period without further liability to either Seller or Purchaser, except for obligations of Purchaser which survive termination of this Agreement.

3. **Inspection Period.**

(a) During the Inspection Period, Purchaser and its agents, employees, or contractors shall have the right to enter upon the Property during regular business hours upon reasonable notice to Seller and conduct such inspections, tests and studies as Purchaser may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period and receive a refund of the Earnest Money less the Option Fee. In such event, neither Party shall have any further claim against the other under this Agreement, except for obligations of Purchaser which survive termination of this Agreement. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby, and any claims arising therefrom. Purchaser shall restore any such damages within five (5) days after any entry on to the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser shall be responsible for and shall pay all costs, liabilities, damages and expenses arising in connection with any entry on to or inspections of the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser's obligations under this paragraph shall survive any termination of this Agreement.

4. **Closing.** The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the Parties.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to the Title Company:

(i) a special warranty deed in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to Purchaser; and

(iii) possession of the Property, free of parties in possession.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price in “good funds” as defined by Procedural Rule P-27 of the Texas Title Insurance Basic Manual of the Texas Department of Insurance, less any funds on deposit/in escrow with Title Company;

(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction.

6. **Taxes.** Seller shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorneys’ fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs. In addition, Seller will pay at Closing the pro-rated amount of ad valorem taxes as of the Closing Date for the Property for the calendar year of Closing. PURCHASER REPRESENTS THAT IT IS EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY IT FROM AND AFTER THE DATE OF ITS CONVEYANCE TO PURCHASER. Notwithstanding the foregoing, Seller shall not be responsible for the payment of any amount of taxes, penalties, or interest attributable to “rollback taxes” resulting from any change of use of the Property by Purchaser or any subsequent purchaser after Closing, the responsibility for payment of such rollback taxes being the responsibility of Purchaser. Seller shall take no action with respect to the use of the Property prior to Closing that would result in a change of use that would result in rollback taxes being assessed against the Property prior to Closing and represents that no such change of use has occurred prior to the Effective Date of this agreement.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs, which amounts may be deducted from the Purchase Price notwithstanding anything in this Agreement to the contrary:

(i) All costs related to obtaining any release of mortgage, liens, or security interests on the Property, including the costs or preparation and recording of any related releases of liens (Seller affirms there are none);

(ii) One half of the Title Company’s escrow fee;

(iii) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(v) Seller’s attorney’s fees, if any; and

(vi) Such other incidental costs and fees customarily paid by sellers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

- (i) All fees and premiums for the basic premium and any optional endorsements, deletions, and amendments to the Basic Owner's Title Policy requested by Purchaser;
- (ii) All fees for the Survey (if not paid outside of Closing);
- (iii) One half of the Title Company's escrow fee;
- (iv) Costs related to preparing and recording the special warranty deed;
- (v) All costs and expenses incurred by or on behalf of the Purchaser, including Purchaser's attorneys' fees; and
- (vi) Such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.** The current zoning, the lien for current taxes, any exceptions to title to which no objection is made by Purchaser pursuant to Section 2(c) and any matters set forth on the Title Commitment or Survey as of the date of expiration of the Inspection Period shall be deemed to be Permitted Exceptions. In no case shall any lien created or assumed by Seller which is noted on Schedule C of the Title Commitment be deemed a Permitted Exception with respect to the Property, and, notwithstanding Section 2(c), above, shall be cured prior to Closing. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which relate to Seller's corporate existence or authority, remove all liquidated liens created or assumed by Seller, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement which are not permitted pursuant to the provisions of this Agreement, and use due diligence to cure the Title Objections that Seller has agreed to cure by written notice to Purchaser.

9. **Representations and Covenants.**

(a) Seller represents and covenants that: (a) it has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (c) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to Section 2(a), it has no actual knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; and (d) it will not hereafter encumber the Property. SELLER AGREES TO INDEMNIFY, DEFEND, AND HOLD PURCHASER HARMLESS FROM AND AGAINST ALL CLAIMS FOR DAMAGES AND INJURIES TO PERSON OR PROPERTY RELATED TO ANY TOXIC OR HAZARDOUS SUBSTANCES RELEASED OR DISPOSED ON THE PROPERTY PRIOR TO CLOSING, WHETHER RELEASED OR DISPOSED OF BY

SELLER OR A THIRD-PARTY, AND SHALL FURTHER INDEMNIFY, DEFEND AND HOLD PURCHASER HARMLESS FROM, AND BE SOLELY RESPONSIBLE FOR, ANY AND ALL COSTS INCURRED BY PURCHASER TO REMEDIATE SUCH CONTAMINATION TO THE EXTENT REQUIRED BY APPLICABLE LAWS AND REGULATIONS.

(b) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 9. The representations and indemnities set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

(a) Purchaser represents that as of the Closing Date that it:

(i) will have fully inspected, or been provided the opportunity to inspect, the Property; and

(ii) will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.

(b) Purchaser acknowledges and agrees that the Property is being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing.

(c) Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser acknowledges and agrees that Seller has made no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement. Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser hereby releases Seller and its agents and beneficiaries from all claims, suits, liabilities, costs, damages, expenses, and attorneys' fees arising from or related to any fault, defect, or condition affecting the Property.

11. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser may, as Purchaser's sole and exclusive remedies, (i) seek specific performance or (ii) terminate this Agreement and receive a refund of the Earnest Money and Option Fee.

12. **Notices.** Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by facsimile transmission, to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the Party's attorney at the addresses indicated above. No notice shall be effective unless it has also been emailed to the other party.

13. **Miscellaneous.**

(a) **Entireties.** This Agreement contains the entire agreement of the Parties pertaining to the Property.

(b) **Modifications.** This Agreement may only be modified by a written document signed by both Parties.

(c) **Assignment.** Neither Party may assign its rights under this Agreement without the prior written consent of the other Party.

(d) **Time is of the Essence.** Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

(e) **Effective Date.** The Effective Date of this Agreement shall be the date on which the following conditions have been satisfied:

(i) authorized representatives of the Parties have signed this Agreement; and

(ii) a fully signed copy of this Agreement has been delivered to the Title Company as acknowledged by the Title Company's signed receipt.

(f) **Non-Business Day.** If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.

(g) **Brokers.** The Parties represent and warrant that they have not worked with any broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party shall indemnify each other from any claim for brokers' commissions relative to the sale of the property and alleged to be due.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or

account for more than one such counterpart. Signed documents and signatures transmitted by electronic mail to the other parties shall also be accepted as original signatures.

(i) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(j) Law Governing. This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(k) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the Closing shall survive.

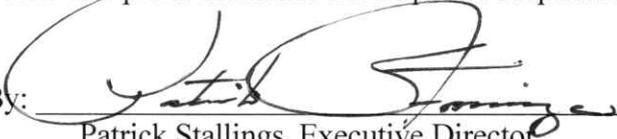
(l) Attorney's Fees: The prevailing party in any legal proceeding brought in relation to the agreement or transaction will be entitled to recover from the non-prevailing party all court costs, reasonable attorneys' fees and all other reasonable litigation expenses. Mediation shall be a pre-requisite to any initiation of any legal proceeding by any party to this agreement, and absent mediation, this agreement shall become an acknowledgement to abate any legal proceeding pending completion of Mediation within 20 days after notice to the parties.

(signatures on following page)

SIGNED AND AGREED this the 16 day of May 2019.

PURCHASER:

Seagoville Economic Development Corporation, a
Texas non-profit economic development corporation

By: 
Patrick Stallings, Executive Director

SIGNED AND AGREED this the 16 day of May 2019.

SELLER:

Victory Baptist Church of Seagoville Texas

By: 
Name: KEVIN WINCHESTER
Title: MINISTER OF FINANCE

RECEIPT OF CONTRACT

Title Company acknowledges receipt of a copy of this Agreement executed by both
Purchaser and Seller on the ___ day of _____, 2019.

By: _____

Name: _____

Title: _____

Town Square Title Company
310 N. 9th Street, Suite A
Midlothian, Texas 76065

Regular Session Agenda Item: 2

Meeting Date: July 1, 2019

Item Description:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$430,000 plus standard closing costs in accordance with a purchase and sale agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville, Texas relating to the purchase by the Corporation of (2) two parcels of land totaling approximately 5.677 acres and being described as (1) lot 2 block 1 of Seagoville Place, both being located in Dallas County, Texas (collectively, the "Property") and providing an effective date.

BACKGROUND OF ISSUE:

In May of 2019, the SEDC began negotiations with Victory Baptist Church Seagoville for the purchase of 5.677 acres of land to relocate an existing business and to create up to two additional businesses in Seagoville. On May 16, 2019, the SEDC executed a Purchase and Sale Agreement for the asking price of \$430,000. The land appraised at \$420,000 which is \$10,000 less than the asking price but within the legal requirements needed to allow the purchase by a governmental entity.

On July, 2019, the SEDC will consider final authorization to make the aforementioned land purchase including closing costs. If approved by the SEDC Board of Directors, the City Council will then be asked to approve/ratify the SEDC land purchase. As stated earlier, this land purchase is necessary for the SEDC to negotiate a grant to an existing business located in Seagoville.

FINANCIAL IMPACT:

The financial cost will be \$430,000 plus closing costs, survey fees and appraisal. The SEDC has net funding available to make this expenditure.

EXHIBITS

1. Appraisal
2. SEDC Purchase and Sale Agreement
3. Survey

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SEGOVILLE, TEXAS**

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, APPROVING THE EXPENDITURE BY THE SEGOVILLE ECONOMIC DEVELOPMENT CORPORATION OF AN AMOUNT NOT TO EXCEED \$430,000.00 PLUS STANDARD CLOSING COSTS IN ACCORDANCE WITH A PURCHASE AND SALE AGREEMENT EFFECTIVE MAY 16, 2019 BETWEEN THE CORPORATION AND VICTORY BAPTIST CHURCH OF SEGOVILLE TEXAS RELATING TO THE PURCHASE BY THE CORPORATION OF TWO PARCELS OF LAND TOTALING APPROXIMATELY 5.677 ACRES AND BEING DESCRIBED AS (1) LOT 2 BLOCK 1 OF SEGOVILLE PLACE AND (2) LOT 1, BLOCK 1 OF REPLAT OF PART OF SEGOVILLE PLACE, BOTH BEING LOCATED IN DALLAS COUNTY, TEXAS (COLLECTIVELY, THE “PROPERTY”) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“Corporation”) has negotiated and executed a Purchase and Sale Agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place and (2) Lot 1, Block 1 of Replat of Part of Seagoville Place, both being located in Dallas County, Texas (collectively, the “Property”) for a purchase price not to exceed \$430,000.00 plus standard closing costs; and

WHEREAS, in the July 1, 2019 Joint Meeting of the Corporation and the City Council of the City of Seagoville, Texas, the Corporation authorized the President/CEO of the Corporation to take such acts as necessary to complete the purchase of the Property including authorizing and making the payment of the purchase price, closing costs, and other expenses from funds currently available that the Corporation, as purchaser, is obligated to pay pursuant to the Purchase and Sale Agreement; and

WHEREAS, the Corporation’s by-laws and amended official rules of procedure require City Council approval of expenditures of Corporation funds; and

WHEREAS, the City Council has determined that approving the expenditure by the Corporation of the funds for the purchase price for the Property, not to exceed \$430,000.00 plus standard closing costs is in the best interest of the City and will further the purposes for which the Corporation was created and should therefore be approved.

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

SECTION 1. The City Council hereby approves the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$430,000.00 plus standard closing costs and other expenses in accordance with a Purchase and Sale Agreement effective May 16, 2019 between the Corporation and Victory Baptist Church of Seagoville, Texas relating to the purchase by the Corporation of two parcels of land totaling approximately 5.677 acres and being described as (1) Lot 2 Block 1 of Seagoville Place and (2) Lot 1 Block 1 of Replat of Part of Seagoville Place, both being located in Dallas County, Texas (collectively, the “Property”).

SECTION 2. This resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 1st day of July, 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(062619 109085)

APPRAISAL REPORT

**VACANT LAND TRACT
E/C OF US HIGHWAY 175 AND EAST SIMONDS ROAD
SEAGOVILLE, DALLAS COUNTY, TEXAS 75159**

FOR

**NICHOLS JACKSON DILLARD HAGER AND SMITH, LLP
500 NORTH AKARD STREET/1800 ROSS TOWER
DALLAS, TEXAS 75201**

**PYLES WHATLEY CORPORATION
16910 DALLAS PARKWAY, SUITE 100
DALLAS, TEXAS 75248**



Page 2
Ms. Victoria Thomas
April 4, 2019

The following report sets forth a description of the subject property, along with a summary of the market data considered and the conclusions derived from such data. Your attention is directed to the general assumptions and limiting conditions of this appraisal.

If you should have questions concerning any portion of this appraisal, please contact our office.

Respectfully submitted,

PYLES WHATLEY CORPORATION



Richard McBride

State of Texas Certification #TX-1380335-G

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS



Subject Property	Vacant Land Tract	
Location	E/c of US Highway 175 and East Simonds Road Seagoville, Dallas County, Texas	
Mapsco	DA-70-Z	
Land Area (per tax card)	247,290 SF	5.677 AC
Zoning	PD, Commercial	
Reasonable Exposure Time	12-18 months	
Reasonable Marketing Period	12-18 months	
Market Value Indicators	<u>As Is</u>	
Cost Approach	N/A	
Sales Comparison Approach (Land Value)	\$420,000	
Income Capitalization Approach	N/A	
Market Value Opinion		
Fee Simple, As Is (Land) - ±5.677 acres	\$	420,000
Date of Appraisal Value	March 20, 2019	
Date of Inspection	March 20, 2019	
Date of Appraisal Report	April 4, 2019	

LETTER OF TRANSMITTAL	
SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS	
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Purpose of the Appraisal

The purpose of this appraisal is to render an opinion of the market value of the subject property. The report complies with the requirements of the Uniform Standards of Professional Appraisal Practice, the Code of Ethics of the Appraisal Institute, and Texas Real Estate Commission Rules. The report is also prepared in accordance with the client's appraisal guidelines.

The appraisal problem, as applied to the subject, is to determine the property's market value. "The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming that neither is under undue duress." The Appraisal of Real Estate, 14th Edition, 2013, Appraisal Institute, Chicago, Illinois

Effective Date of the Appraisal

The subject property is being appraised as of March 20, 2019, and is subject to the market influences and economic conditions, which existed on that date. This date is also known as the effective date and is the date of the opinions and conclusions found in this report. The property was also inspected and photographed on March 20, 2019, which included a visual observation of the site and any improvements. The date of this appraisal report is April 4, 2019.

Property Rights Appraised

Three primary property rights may typically be appraised. They are fee simple estate, leased fee estate, and leasehold estate. These rights are defined as follows:

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the government powers of taxation, eminent domain, police power, and escheat.

Leased Fee Estate - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate - The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

In this report, we develop a market value opinion of the *fee simple interest* in the real property.

Subject Identification & Legal Description

Property Type:	Vacant land tract
Ownership:	Victory Baptist Church of Seagoville
Subject Property Location:	E/c of US Highway 175 and East Simonds Road Seagoville, Dallas County, Texas
Zip Code:	75159
Legal Description:	Lots 1 and 2, Block 1, Seagoville Place Addition, City of Seagoville, Dallas County, Texas

Subject History

According to the Dallas Central Appraisal District records, the current owner is Victory Baptist Church of Seagoville. Per Deed Instrument Number 200600091028, the subject was transferred to the Victory Baptist Church of Seagoville from the First Assembly of God Church of Seagoville on March 13, 2006 for an undisclosed amount. According to public records, there have been no other transfers of the subject property within the past three years. The subject is currently listed for sale with Rockin R Real Estate for \$430,000, or \$1.74 per square foot, and has been on the market for approximately 1,700 days.

Please note that this information is included only to satisfy the requirements of USPAP. It is not intended as a guarantee to the chain of title and a title search should be performed by a title company should a definitive abstract be desired.

Intended Use, Intended User, and Client

The client is Nichols Jackson Dillard Hager and Smith, LLP. The intended use of this report is for internal decision-making and analyses for the Seagoville Economic Development Corporation, Nichols Jackson Dillard Hager and Smith, LLP's officers, administrators, employees, lending co-participants (if any), assignees, and appropriate regulatory agencies. The intended users are Nichols Jackson Dillard Hager and Smith, LLP, and the Seagoville Economic Development Corporation. Any other user or uses are not intended or authorized. Use of this appraisal for any other use or by another user or appraisal date may invalidate the findings and conclusions.

Data Researched

For this report, the subject market was researched for all pertinent data relating to the appraisal problem including collecting and confirming data through brokers, appraisers, property owners, lessees/lessors, and others familiar with the real estate market. The information provided by these sources is deemed reliable but is not guaranteed.

In addition, verifiable third-party sources were utilized including Costar Realty Information, Roddy Information Services, Loopnet, and the Multiple Listing Service (MLS). Additional market data were extracted from market reports and data circulated and purchased from Robert G. Watts/RealtyRates.com, Real Estate Research Corporation, Price Waterhouse Coopers Korpacz Investor Survey, and M/PF Yieldstar. When third party sources are utilized in the report, a reference to the source is made. The information provided by these sources is deemed reliable but is not guaranteed.

Competency

The appraisers involved in this assignment have, collectively, considerable experience in appraising this property type. The appraisers are actively engaged in appraisal work in the geographical area of the subject property. The company maintains a database on this area for similar properties. We have adequate knowledge of the property type and location to meet the competency requirements of the Uniform Standards of Professional Appraisal Practice.

In addition, other appraisers in the market would perform similar actions in the appraisal process to fulfill the scope of work in this assignment and the appraisal meets or exceeds the expectations of parties who are regularly intended users for similar assignments.

Scope of the Appraisal

Richard McBride performed all aspects of this report, which included the following:

- Communicated with Victoria Thomas, of Nichols Jackson Dillard Hager and Smith, LLP, regarding the appraisal assignment; a narrative appraisal report meets the client's requirements.
- Communicated with the listing agent, regarding the history and the details of the subject.
- Researched the public records for data on the subject property, including zoning, assessments, taxes, acreage, buildings and site improvements, and maps.
- A preliminary search of all available resources was made to determine market trends, influences and other significant factors pertinent to the subject property. The property is identified previously in this report.
- Richard McBride inspected the subject property and subject neighborhood on March 20, 2019; photographs were taken of the subject and the comparable sales. Although due diligence was exercised while inspecting the property, the appraiser is not an expert in such matters as soils, structural engineering, hazardous waste, etc., and no warranty is given as to these elements. The owner or owner's representative was not present during the inspection.
- Research and collection of data (land sales, escrow sales, and listings) were performed as present in the market area and of sufficient quality to express an opinion of value as defined herein. The appraiser examined data from the Costar Realty Information, Roddy Information Services, Loopnet, Multiple Listing Service (MLS), county records, and owner interviews.
- An analysis of the highest and best use was completed.
- Gathered and analyzed the market data to reach an estimate of market value for the fee simple interest of the subject, using the sales comparison approach to value.
- Assembled and wrote the narrative report, complete with maps, photos, and supporting addenda.

The definition of market value is:

“The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeable, and for self-interest, and assuming that neither is under undue duress.” *

* The Appraisal of Real Estate, 14th Edition, 2013, Appraisal Institute, Chicago, Illinois, p. 58

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute require the appraiser to "set forth all assumptions and limiting conditions that affect the analyses, opinions, and conclusions in the report". In compliance therewith, and to assist the reader in interpreting this report, such general assumptions and limiting conditions are set forth below. Specific assumptions, if any, are referred to in the transmittal letter and their location in the report detailed.

Title is assumed to be marketable, free, and clear of all liens and encumbrances, easements, and restrictions except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

No opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, notwithstanding the fact that such matters may be discussed in the report.

No opinion is expressed on the value of subsurface oil, gas or mineral rights, water rights, or whether the property is subject to surface entry for the exploration or removal of such, except as expressly stated.

The date of value to which the opinions expressed in this report apply is set forth in the letter of transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date, which may affect the opinions herein stated. The opinion of value is considered reliable only as of the date of the appraisal.

The valuation is reported in dollars of U.S. currency prevailing on the date of the appraisal.

Maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose unless specifically identified as such.

All information and comments pertaining to this and other properties included in the report represent the personal opinion of the appraiser, formed after examination and study of the subject and other properties. While it is believed the information, estimates and analyses are correct, the appraiser does not guarantee them and assumes no liability for errors in fact, analysis or judgment.

Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI or SRA designation) shall be disseminated to the public through advertising media, public relations media, sales media, or any other public means of communication without written consent and approval of the undersigned.

The appraiser is not required to give testimony or to appear in court by reason of this appraisal, unless prior arrangements have been made.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

The distribution of the total valuation in this report between land and improvements applies only under the existing or proposed/completed program of utilization. The separate valuations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

Certain information concerning market and operating data were obtained from others. This information is verified and checked, where possible, and is used in this appraisal only if it is believed to be accurate and correct. However, such information is not guaranteed.

Opinions of value contained herein are opinions only. There is no guarantee, written or implied, that the subject property will sell for such amounts. Prospective values are based on market conditions as of the effective date of the appraisal. The appraiser is not responsible if unforeseeable events alter market conditions subsequent to the effective date of the appraisal. As a personal opinion, valuation may vary between appraisers based on the same facts.

No responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes can be assumed without provision of specific professional or governmental inspections. While the general conditions of the property were observed, no guarantee can be made concerning the individual components of the structures including but not limited to the heating system, plumbing, electrical services, roof, possible termite damage or building foundation. This appraiser is not qualified to make a complete inspection of any well or septic system, consequently, it was beyond the scope of this report and no statements can be made concerning the adequacy or condition of these or other systems.

No investigation - unless presented in other sections of this report - was made by the appraiser to determine if asbestos, fiberglass, or synthetic mineral fiber products are present in improved properties. The existence of such products, if any, would have to be determined by a qualified inspector. It is assumed that there is no asbestos, fiberglass, synthetic mineral fiber products, nor other contaminants present that would materially affect value.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I have no direct evidence relating to this issue, I did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

No investigation - unless presented in other sections of this report - was made by the appraiser to determine if any toxic materials are present on the subject tract. The existence of such materials, if any, would have to be determined by a qualified inspector. It is assumed that no toxic materials are present that would materially affect value or development costs.

GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

A reasonable investigation was made to determine the existence of any underground storage tanks (UST) on the subject site. If USTs are present on the subject site details are provided in other sections of this report.

In the event the appraisal is based upon proposed improvements, it is assumed that the improvements will be completed in substantial conformity with plans and specifications, which have been furnished to the appraiser, and with good materials and workmanship. It is also assumed that the proposed foundation and construction techniques are adequate for the existing sub-soil conditions.

Personal property, fixtures, or intangible items that are not real property, that are included in the appraisal, are identified as Furniture, Fixtures and Equipment, or FF&E.

Extraordinary Assumptions and Hypothetical Conditions: The Uniform Standards of Professional Appraisal Practice require the disclosure of hypothetical conditions and extraordinary assumptions when employed in the development of an appraisal. The use of these may have affected the assignment results.

As defined in the Uniform Standards of Professional Appraisal Practice, an extraordinary assumption is “an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.”

As defined in the Uniform Standards of Professional Appraisal Practice, a hypothetical condition is “a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.”

EXTRAORDINARY ASSUMPTIONS

None.

HYPOTHETICAL CONDITIONS

None.

Various terms and symbols are used throughout the appraisal report. The following are definitions of the terms and explanations of the symbols used:

Anticipation – The perception that value is created by the expectation of benefits to be derived in the future.

Appreciation - Increase in value due to increase in cost to reproduce, value over the cost, or value at some specified earlier point in time, brought about by greater demand, improved economic conditions, increasing price levels, reversal of depreciating environmental trends, improved transportation facilities, direction of community or area growth, or other factors.

Depreciation - A loss of utility and hence value from any cause. An effect caused by physical deterioration and/or obsolescence.

Effective Gross Income Multiplier - The ratio between the sale price (or value) of a property and its effective gross income; a single year's EGI expectancy or an annual average of several years' EGI expectancies.

Excess Land - In regard to an improved site, the land not needed to serve or support the existing improvement. In regard to a site considered as though vacant, excess land is the land not needed to accommodate the site's primary highest and best use. Such land may have its own highest and best use or may allow for future expansion of the existing or anticipated improvement. If the excess land is marketable or has value for a future use, its market value as vacant land is added to the opinion of market value of the economic entity.

Exposure Time - The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

External (Economic) Obsolescence - Impairment of desirability or useful life arising from factors external to the property, such as economic forces or environmental changes, which affect supply-demand relationships in the market. Loss in the use and value of a property arising from the factors of economic obsolescence is to be distinguished from loss in value from physical deterioration and functional obsolescence, both of which are inherent in the property. Also referred to as Location or Environmental Obsolescence.

Fee Simple Estate - Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Functional Obsolescence - Impairment of functional capacity or efficiency. Functional obsolescence reflects the loss in value brought about by such factors as overcapacity, inadequacy, and changes in the art, that affect the property item itself or its relation with other elements comprising a larger property. The inability of a structure to perform adequately the function for which it is currently employed.

Business Enterprise Value - The value created by a proven property operation; considered a separate entity to be valued with an established business.

Highest and Best Use - That reasonable and probable use that will support the highest present value, as defined, as of the effective date of the appraisal.

Industrial Gross Lease - Tenant pays electrical usage, for increases in property taxes and insurance over a base year, and a pro-rata share of common area maintenance in some instances.

Investment Value - The specific value of an investment to a particular investor or class of investors based on individual investment requirements; distinguished from market value, which is impersonal and detached.

Leased Fee Estate - An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate - The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

Lessee - One who has the right to use or occupy a property under a lease agreement; the leaseholder or tenant.

Lessee's Interest- See Leasehold Estate

Lessor - One who holds property title and conveys the right to use and occupy the property under a lease agreement; the leased fee owner or landlord.

Market Value - See Definition of Market Value

Market Value of the Going Concern – The market value of an established and operating business including the real property, personal property, financial assets, and the intangible assets of the business.

Market Price - The amount actually paid, or to be paid, for a property in a particular transaction. Differs from market value in that it is an accomplished or historic fact, whereas market value is and remains an estimate until proven. Market price involves no assumption of prudent conduct by the parties, or absence of undue stimulus, or of any other condition basic to the market value concept.

Market Rent - The rental income that a property would most probably command on the open market as indicated by current rentals being paid for comparable space as of the effective date of the appraisal.

Present Value - The current monetary value. It is the today's cash lump sum, which represents the current value of the right to collect future payments. It is the discounted value of aggregate future payments.

Replacement Cost New (RCN) – The estimated cost to construct, as of the effective date of the appraisal, a building with utility equivalent to the building being appraised, using contemporary materials, standards, design and layout. When this cost basis is used, some existing obsolescence in the property is assumed to be cured.

Substitution – The appraisal principle that states when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Surplus Land - In regard to an improved site, the land not necessary to support the highest and best use of the existing improvements, but because of physical limitations, building placement, or neighborhood norms, cannot be sold off separately. Such land may or may not contribute positively to value and may or may not accommodate future expansion of an existing anticipated improvement.

Utility – The ability of a product to satisfy a human want, need, or desire.

Zoning – The public regulation of the character and extent of real estate use through police power; accomplished by establishing districts or areas with uniform restrictions relating to improvements; structural height, area, and bulk; density of population; and other aspects of the use and development of private property.

Abbreviations

SF = square feet	PSF or /SF = per square foot	FF = front feet
LF = lineal feet	AC = acres	ROW = right of way
RR = railroad	CBD = central business district	GI = gross income
EGI = effective gross income	NOI = net operating income	PV = present value
OAR or R_o = overall capitalization rate	EDR or R_E = equity dividend rate	UA = usable area
GBA = gross building area	RA = rentable area	\pm = plus or minus from amount stated

Source of Definitions: The Dictionary of Real Estate Appraisal, Third Edition, Appraisal Institute, Chicago, Illinois, 1993.

STAGES OF VALUE

During the real estate development process, a property typically progresses from a state of unimproved land to construction of improvements to stabilized occupancy. In general, the market value associated with the property increases during these stages of development. After reaching stabilized occupancy, ongoing forces affect the property during its life, including physical wear and tear, changing market conditions, etc. These factors continually influence the property's market value at any given point in time. Opinions of value are developed on the basis of one or more of the following:

Market Value, As Is on the Appraisal Date – An opinion of the market value of a property in the condition observed upon inspection and as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared.

Market Value, As If Complete on the Appraisal Date – The market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this opinion of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Prospective Future Value Upon Completion of Construction – The prospective future value of a property on the date construction is completed, based upon market conditions forecast to exist as of that completion date. The value estimate at this stage of value is stated in current dollars unless stated otherwise.

Prospective Future Value Upon Reaching Stabilized Occupancy – The prospective future value of a property at a point in time when all improvements have been physically constructed and the property has been leased to its optimum level of long-term occupancy. The opinion of value at this stage of value is in current dollars unless stated otherwise.

Retrospective Value, As of Appraisal Date – An opinion of the market value of a property that is likely to have applied as of a specific historic date and as it physically and legally existed without hypothetical conditions, assumptions, or qualifications as of the specific historic date. The opinion of value at this stage of value is in current dollars unless stated otherwise.

The stages of value utilized in this report are as follows: *market value, as is, on the appraisal date.*

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

The subject property in this report is located in the Dallas/Fort Worth Metropolitan Area, one of the major financial and population centers in the nation. Therefore, an overview of the Metroplex is appropriate.

Downtown Dallas



Photograph Courtesy of the Dallas Convention & Visitors Bureau

Downtown Fort Worth



CLASSIFICATION

The classifications represented in the Dallas/Fort Worth area are:

Metropolitan Statistical Area (MSA) and Metropolitan Division (MD)



With a population of over 9.3 million, Dallas/Fort Worth and the surrounding area is the fourth largest MSA under this classification. The DFW MSA is comprised of two Metropolitan Divisions; Dallas-Plano-Irving or Dallas MD on the east and Fort Worth-Arlington or Fort Worth MD on the west. The Dallas MD includes Collin, Dallas, Denton, Ellis, Hunt, Kaufman, and Rockwall Counties with a 2018 estimated population of over 5.2 million. The Fort Worth MD is comprised of Hood, Johnson, Parker, Somervell, Tarrant, and Wise Counties with a 2018 estimated population of over 2.6 million.

CITY AND COUNTY CHARACTERISTICS**History/Introduction**

The city of Dallas, located in Dallas County, began as a small Trinity River settlement founded in 1841 by John Neely Bryan. Shortly after its founding, Dallas became part of the wagon train route, the Central National Highway of the Republic of Texas. Dallas was incorporated in 1857 despite its small population, and by 1870 had a population of only 2,960.

In the 1870's, Dallas citizens, bent on making their mark in the Southwest, coaxed the Houston & Texas Central Railroad, which ran north/south, and the westbound Texas Pacific Railroad to the city, thereby becoming a crossing point for the Northeast and Southwest.

With the advent of the railroad, Dallas quickly grew to 38,500 by 1890, and by 1920 the nation was referring to Dallas as "Big D". The city's growth has been mostly attributable to the efforts and influences of the business and private sector. Dallas became the center of finance and business in the Southwest when it petitioned for and received one of the twelve District Federal Reserve Banks in 1913. Since that time, Dallas has become the fifth largest financial center in the United States.

Situated in North Texas, Dallas and Fort Worth serve as the principal cities of the DFW metropolitan area (commonly called the Metroplex). Dallas is the main economic center while Fort Worth is the second largest cultural and economic center of the Metroplex.

Demographics/Population

The DFW MSA is the fourth largest metro area in the nation and larger than 33 of the states in the USA. Dallas is the third largest city in Texas and seventh in the nation. According to 2018 population estimates by the US Census Bureau, Dallas County is the ninth most populous county in the nation 2,621,971 persons. Within the City of Dallas is an estimated 2018 population of 1,336,752, which is also the county seat of Dallas County. Fort Worth ranks as the fifth largest city in the state of Texas and eighteenth in the United States. The city of Fort Worth serves as the county seat for Tarrant County which consists of a 2018 population of 2,064,733. Within the City of Fort Worth is a population count of 848,812.

Dallas/Fort Worth also ranks sixth in the nation in terms of urbanized land area. The urbanized area that includes the two cities and their contiguous suburbs consumed 1,779 miles of open land area.

Urban Area (2010)	Total Area (square miles)	Urban Area (2010)	Total Area (square miles)
New York	3,450	Dallas/Fort Worth	1,779
Los Angeles	1,736	Houston	1,660
Chicago	2,443	Washington DC	1,321
Philadelphia	1,981	Atlanta	2,645
Miami	1,239	Boston	1,874

Source: 2010 United States Census "Area Urban List"

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

The subsequent table illustrates growth trends, in total numbers and annualized percentages, of all the major cities, suburbs, and statistical regions from 1990 to 2018 estimate, with a 2023 estimate.

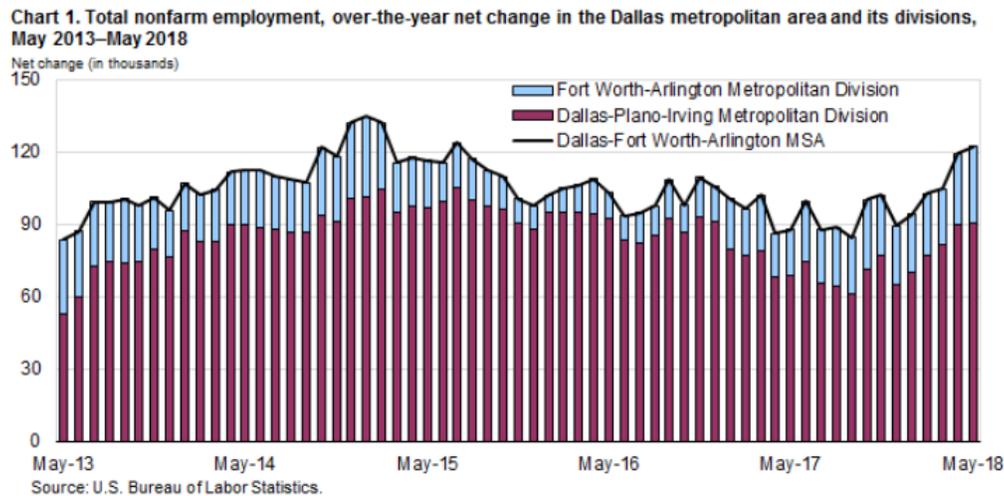
POPULATION ANNUALIZED GROWTH RATES						
AREA	1990	2000	2010	2018 (est.)	2023 (est.)	2010-2018 Change
DFW MSA	4,018,696	5,204,319	6,426,214	7,442,144	7,916,541	15.8%
Dallas MD	2,616,281	3,444,276	4,230,520	4,938,371	5,266,571	16.7%
Collin County	264,079	491,676	782,341	977,960	1,053,015	25.0%
Dallas County	1,848,177	2,219,132	2,368,139	2,621,971	2,771,420	10.7%
Denton County	276,586	430,999	662,614	845,253	915,297	27.6%
Ellis County	85,126	111,294	149,610	175,551	187,544	17.3%
Hunt County	64,353	76,602	86,129	94,793	99,792	10.1%
Kaufman County	52,355	71,493	103,350	124,517	133,815	20.5%
Rockwall County	25,605	43,080	78,337	98,326	105,688	25.5%
Fort Worth MD	1,402,415	1,760,043	2,195,694	2,503,773	2,649,970	14.0%
Hood County	28,995	41,111	51,182	58,960	62,076	15.2%
Johnson County	97,189	126,822	150,934	169,010	178,238	12.0%
Parker County	64,749	88,447	116,927	135,311	143,386	15.7%
Somervell County	5,352	6,798	8,490	8,946	9,174	5.4%
Tarrant County	1,171,454	1,448,085	1,809,034	2,064,733	2,186,532	14.1%
Wise County	34,676	48,780	59,127	66,813	70,564	13.0%
Addison	8,492	14,465	13,056	14,473	15,317	10.9%
Allen	20,202	41,942	84,246	105,051	113,144	24.7%
Arlington	265,420	334,292	365,438	415,221	439,787	13.6%
Carrollton	81,605	111,272	119,097	143,178	153,748	20.2%
Cedar Hill	23,200	32,529	45,028	49,877	52,751	10.8%
Coppell	17,676	36,902	38,659	42,659	45,144	10.3%
Dallas	1,005,904	1,182,168	1,197,816	1,336,752	1,414,754	11.6%
Denton	66,807	84,147	113,383	142,829	153,970	26.0%
Duncanville	33,595	35,702	38,524	42,589	45,034	10.6%
Farmers Branch	25,745	29,407	28,616	31,799	33,630	11.1%
Fort Worth	457,068	545,356	741,206	848,812	898,763	14.5%
Frisco	8,766	35,022	116,989	148,410	160,229	26.9%
Garland	179,932	214,822	226,876	250,682	265,124	10.5%
Grand Prairie	98,558	126,730	175,396	195,964	207,259	11.7%
Irving	154,084	191,011	216,290	239,285	253,036	10.6%
Lewisville	45,229	77,544	95,290	120,702	130,774	26.7%
McKinney	22,205	54,953	131,117	164,451	176,925	25.4%
Mesquite	101,162	125,619	139,824	154,435	163,316	10.4%
Murphy	1,093	3,068	17,708	22,064	23,782	24.6%
Plano	128,980	223,856	259,841	323,203	248,075	24.4%
Richardson	76,953	92,063	99,223	113,777	120,951	14.7%
Southlake	6,927	20,464	26,575	30,635	32,493	15.3%
Wylie	9,182	16,540	41,427	51,660	55,626	24.7%

Source: EASIDemographics.com

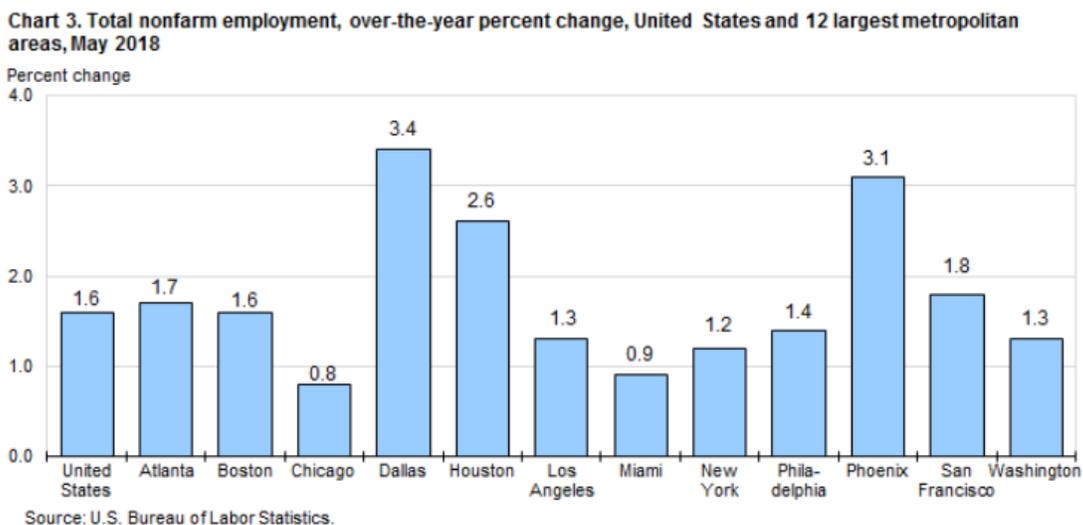
EMPLOYMENT AND ECONOMIC BASE

DFW MSA Employment

From May 2017 to May 2018, local nonfarm employment rose 3.4 percent, compared to the national rate of 1.6 percent. Dallas ranked first in both the rate of job growth and the number of jobs added. Total nonfarm employment in the Dallas-Fort Worth-Arlington Metropolitan Statistical Area stood at 3,707,500 in May 2018, up 122,000 over the year, according to the U.S. Bureau of Labor Statistics.



Dallas-Fort Worth-Arlington was one of the nation’s 12 largest metropolitan statistical areas in May 2018. All 12 areas had over-the-year job growth during the period, with the rates of job growth in 5 areas exceeding the national increase of 1.6 percent. Dallas had the fastest rate of job growth, up 3.4 percent.



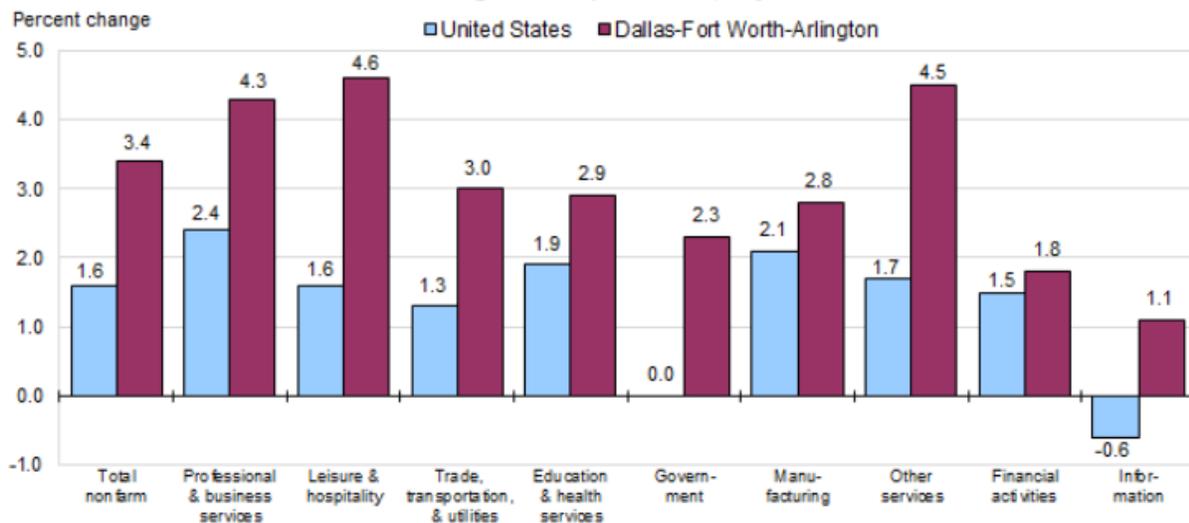
DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

**LABOR FORCE DATA
NOT SEASONALLY ADJUSTED**
Table 1. Civilian labor force and unemployment by state and metropolitan area

State and area	Civilian labor force				Unemployed								
	April		May		Number				Percent of labor force				
	2017	2018	2017	2018 ^P	April		May		April		May		
					2017	2018	2017	2018 ^P	2017	2018	2017	2018 ^P	
Tennessee - Continued													
Johnson City.....	91,220	91,125	90,285	90,641	3,286	2,758	3,216	2,948	3.6	3.0	3.6	3.3	
Kingsport-Bristol.....	138,125	139,547	138,388	139,138	5,156	4,278	5,113	4,413	3.7	3.1	3.7	3.2	
Knoxville.....	417,441	422,066	417,962	422,786	13,234	11,114	12,556	11,587	3.2	2.6	3.0	2.7	
Memphis.....	625,627	636,788	625,994	637,741	25,004	22,325	25,076	24,376	4.0	3.5	4.0	3.8	
Morristown.....	51,266	51,717	51,136	51,950	1,863	1,564	1,755	1,682	3.6	3.0	3.4	3.2	
Nashville-Davidson-Murfreesboro-Franklin.....	1,003,380	1,035,496	1,005,655	1,034,531	26,452	22,922	25,573	24,028	2.6	2.2	2.5	2.3	
Texas.....	13,527,232	13,863,075	13,498,726	13,836,477	559,386	520,621	557,907	515,248	4.1	3.8	4.1	3.7	
Ablene.....	75,714	77,367	75,607	76,983	2,596	2,478	2,809	2,460	3.4	3.2	3.7	3.2	
Amarillo.....	132,044	133,871	131,410	134,194	3,456	3,456	3,841	3,464	2.8	2.6	2.9	2.6	
Austin-Round Rock.....	1,149,292	1,190,455	1,149,397	1,188,870	33,406	32,886	34,409	32,871	2.9	2.8	3.0	2.8	
Beaumont-Port Arthur.....	175,907	174,843	174,572	173,197	11,739	10,753	11,278	10,263	6.7	6.2	6.5	5.9	
Brownsville-Harlingen.....	167,672	168,100	166,389	167,401	11,427	10,512	10,923	10,051	6.8	6.3	6.6	6.0	
College Station-Bryan.....	129,321	133,998	128,469	134,131	3,733	3,647	3,946	3,711	2.9	2.7	3.1	2.8	
Corpus Christi.....	210,686	208,630	209,771	208,186	11,728	10,622	11,209	10,187	5.6	5.1	5.3	4.9	
Dallas-Fort Worth-Arlington.....	3,773,905	3,904,883	3,767,275	3,899,693	132,899	131,095	134,860	131,059	3.5	3.4	3.6	3.4	
El Paso.....	356,314	361,588	354,949	359,939	15,769	15,021	15,969	14,839	4.4	4.2	4.5	4.1	
Houston-The Woodlands-Sugar Land.....	3,323,912	3,410,234	3,314,891	3,395,423	161,143	144,823	158,355	142,491	4.8	4.2	4.8	4.2	
Killeen-Temple.....	175,388	178,669	175,589	178,646	7,056	6,856	7,113	6,979	4.0	3.8	4.1	3.9	
Laredo.....	114,546	116,062	114,222	115,641	4,786	4,210	4,700	4,167	4.2	3.6	4.1	3.6	
Longview.....	97,589	97,750	96,775	97,046	5,073	3,991	4,844	3,919	5.2	4.1	5.0	4.0	
Lubbock.....	161,626	164,591	161,311	164,776	4,662	4,635	4,850	4,656	2.9	2.8	3.0	2.8	
McAllen-Edinburg-Mission.....	344,548	348,994	342,672	347,688	25,111	22,913	23,983	21,525	7.3	6.6	7.0	6.2	
Midland.....	90,316	98,666	90,799	99,674	2,752	2,078	2,742	2,115	3.0	2.1	3.0	2.1	
Odessa.....	77,224	80,968	77,333	80,529	3,337	2,241	3,196	2,235	4.3	2.8	4.1	2.8	
San Angelo.....	54,788	55,350	54,632	55,354	1,954	1,665	2,025	1,693	3.6	3.0	3.7	3.1	
San Antonio-New Braunfels.....	1,161,247	1,188,532	1,158,967	1,186,452	38,208	37,209	39,482	37,551	3.3	3.1	3.4	3.2	
Sherman-Denison.....	62,038	63,420	62,025	63,700	2,105	1,973	2,145	1,989	3.4	3.1	3.5	3.1	
Texarkana.....	65,026	65,190	64,887	65,476	2,712	2,738	2,836	3,173	4.2	4.2	4.4	4.8	
Tyler.....	105,647	108,138	106,531	108,845	4,048	3,718	4,101	3,769	3.8	3.4	3.8	3.5	
Victoria.....	46,551	45,606	46,322	45,379	2,196	1,784	2,114	1,741	4.7	3.9	4.6	3.8	
Waco.....	124,467	126,089	124,331	126,041	4,325	4,322	4,548	4,396	3.5	3.4	3.7	3.5	
Wichita Falls.....	65,180	65,580	64,957	65,449	2,260	2,089	2,299	2,133	3.5	3.2	3.5	3.3	

In previous years, the DFW diversified economic base has generated employment opportunities, which caused substantial amounts of growth and expansion. The Dallas/Fort Worth job market has changed from a traditional manufacturing and low-skill employment to a service, high tech, and high skill employment. The subsequent chart illustrates employment growth in industry sectors in Dallas/Fort Worth and nationwide.

Chart 2. Total nonfarm and selected industry supersector employment, over-the-year percent change, United States and the Dallas-Fort Worth-Arlington metropolitan area, May 2018



Source: U.S. Bureau of Labor Statistics.

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

Trade, transportation and utilities, the metropolitan area's largest supersector, added 22,400 jobs from May 2017. The 3.0 percent rate of local job growth was more than double the national rate of 1.3 percent. The professional and business services added 25,500 jobs from May 2017 to May 2018 and Dallas area's education and health services supersector added 14,600 jobs. Employment in leisure and hospitality rose by 14,700 from September 2015, an increase of 3.9 percent. While both local metropolitan divisions added jobs over the year, the rate of job growth in Dallas-Plano-Irving (5.1 percent) was nearly three times that of Fort Worth-Arlington (1.4 percent). Nationwide, leisure and hospitality employment rose 2.4 percent during the period compared to the 3.9 percent in the Dallas-Fort Worth-Arlington area.

The financial activities supersector added 14,700 jobs since 2015, a 5.3 percent increase, which was the largest industry job growth in the area. The local mining, logging, and construction supersector added 5,000 jobs over the year, an increase of 2.5 percent; this was the fastest annual rate of job growth since 2015. The Fort Worth-Arlington metropolitan division accounted for the largest share of the employment growth, up 3,600 jobs; specialty trade contractors added 3,400 of these jobs, a 9.6 percent gain since 2015.

Local Companies

The metropolitan area boasts a long list of national and international corporate headquarters, with many major companies relocating to DFW in the past twenty years. The availability of reasonably priced land, lower living cost for employees, favorable climate, and reasonable housing are great incentives.

DFW MSA is home to 21 of the 50 Fortune 500 Companies. The Metroplex is the fourth highest-ranking headquarters metro area behind New York, Chicago, and Houston. 72 major companies have moved their corporate HQ to Dallas since 2010 including Toyota North America, Liberty Mutual Insurance, Omnittracts, Ameriflight LLC, Topgolf, MoneyGram, HMS Holdings, and Six Flags Entertainment.

Below are the top ten employers located in North Texas:

Dallas/Fort Worth	
Top Ten Employers	No. of Local Employees
Wal-Mart Stores Inc.	34,000
American Airlines Group Inc.	27,000
Texas Health Resources	22,296
Dallas Independent School District	19,740
Baylor Scott & White Health	16,500
Lockheed Martin Corp.	13,750
Bank of America	13,500
City of Dallas	13,336
University of Texas Southwestern Medical Center	13,018
Texas Instruments Inc.	13,000
<i>Source: Dallas Business Journal 2018 Book of Lists</i>	

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

Below are the top ten public-sector companies located in North Texas as rated by their 2017 revenues:

Dallas/Fort Worth	
Top Ten Employers	2017 Revenue (billion)
Exxon-Mobil Corp.	\$268.31
AT&T, Inc.	\$132.87
Energy Transfer Equity LP	\$44.48
American Airlines Group Inc.	\$42.19
Energy Transfer Partners LP	\$32.62
Southwest Airlines Co.	\$26.35
Tenet Healthcare Corp.	\$24.36
Kimberly-Clarke Corp.	\$20.28
Fluor Corp.	\$18.94
HollyFrontier Corp.	\$14.63

Source: Dallas Business Journal 2018 Book of Lists

DALLAS/FORT WORTH INVESTMENT CRITERIA

According to the Real Estate Research Center's Real Estate Report, investment criteria are as follows:

DALLAS – 4Q 2018

Dallas Criteria First-Tier ¹ Investment Properties													
	Pre-Tax Yield (IRR) (%)			Going-In Cap Rate (%)			Terminal Cap Rate (%)			Anticipated 1-Year Growth Rate			
	RERC Estimate	South Region	U.S.	RERC Estimate	South Region	U.S.	RERC Estimate	South Region	U.S.	National Value	South Value	National Rent	South Rent
CBD	7.6	8.1	8.1	6.3	6.6	6.6	6.9	7.2	7.2	2.2	3.1	2.1	2.6
Suburban	8.2	8.2	8.4	6.6	6.9	6.9	7.2	7.4	7.5	1.9	2.6	1.9	2.0
Warehouse	7.9	8.2	8.0	6.3	6.8	6.6	6.9	7.3	7.1	2.9	4.3	2.9	3.5
R&D	8.7	8.9	8.6	6.8	7.5	7.1	7.2	7.9	7.6	2.0	3.4	2.2	2.6
Flex	8.5	8.8	8.5	7.0	7.2	7.1	7.5	7.8	7.6	2.3	3.3	2.3	2.7
Regional Mall	8.0	8.1	8.5	6.9	7.2	7.2	7.4	7.6	7.8	1.2	2.1	1.2	1.1
Power Center	8.3	8.4	8.7	7.0	7.0	7.1	7.5	7.4	7.7	1.2	1.9	1.2	1.6
Neigh/Comm.	8.0	8.3	8.5	6.7	7.3	7.1	7.2	7.7	7.7	2.0	2.6	1.9	2.2
Apartment	7.2	7.1	7.4	5.7	5.8	5.8	6.2	6.3	6.3	2.7	2.5	2.4	2.4
Hotel	9.8	9.0	9.2	7.4	7.4	7.6	8.5	8.0	8.1	2.5	2.6	2.7	2.7
Average	8.2	8.3	8.4	6.7	7.0	6.9	7.3	7.5	7.5	2.1	2.8	2.1	2.3

¹ First-tier investment properties are defined as the best quality assets in largest markets.

Source: Situs RERC, 4Q 2018.

Office Market

The Dallas Fort Worth area has continued to experience significant demand in office space in 2018. The DFW Metroplex’s net office leasing totaled close to 216 million square feet, with the Dallas area being approximately 183.6 million square feet and the Fort Worth area being approximately 32.6 million square feet.

According to *CB Richard Ellis 2nd Quarter 2018 D/FW Marketview*, the first quarter of 2018 proved to be a muted version of the booming market DFW has been characterized by, in recent years. Coming off the heels of the first quarter with negative absorption in nearly a decade, DFW’s fundamentals have rebounded with charisma. Total quarterly demand leapt by nearly 580,000 square feet during the past 90 days. With 62% of total absorption, Class A buildings naturally saw the lion’s share of activity.

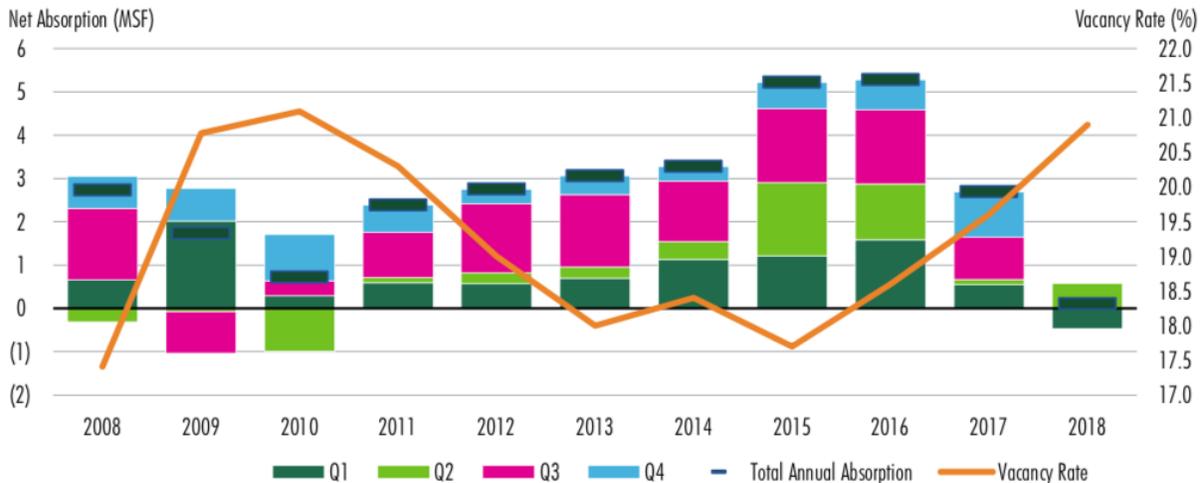
The development pipeline is pacing with demand; the bulk of the speculative projects are build-to-suit.

Overall asking rents experienced upward momentum with the average increasing 27 basis points to \$24.49 per square foot on a full-service gross basis. With new construction tapering, the vacancy rates are slowing on the rise. The following graph depicts office trends for the last ten years.



Figure 1: Quarterly Absorption vs. Vacancy

*Arrows indicate change from previous quarter.



Source: CBRE Research, Q2 2018.

Though leasing activity has slowed, there is no lack of desire in the market. Numerous tenants are exploring their options but are likely taking less space due to more efficient space designs based on new workplace design strategies. New construction deliveries over the next several months will put an upward pressure on vacancy rates, while asking rates are expected to rise with the new quality product.

Much fanfare and emphasis has been given to major Fortune 500 companies relocating to the D/FW Metroplex including Toyota and Liberty Mutual. Toyota has recently completed their construction of their North American headquarters in Plano with 2.1 million square feet – about twice the size initially proposed. Positive trends in the office sector are expected to continue, while overall growth will slow slightly.

Industrial Market

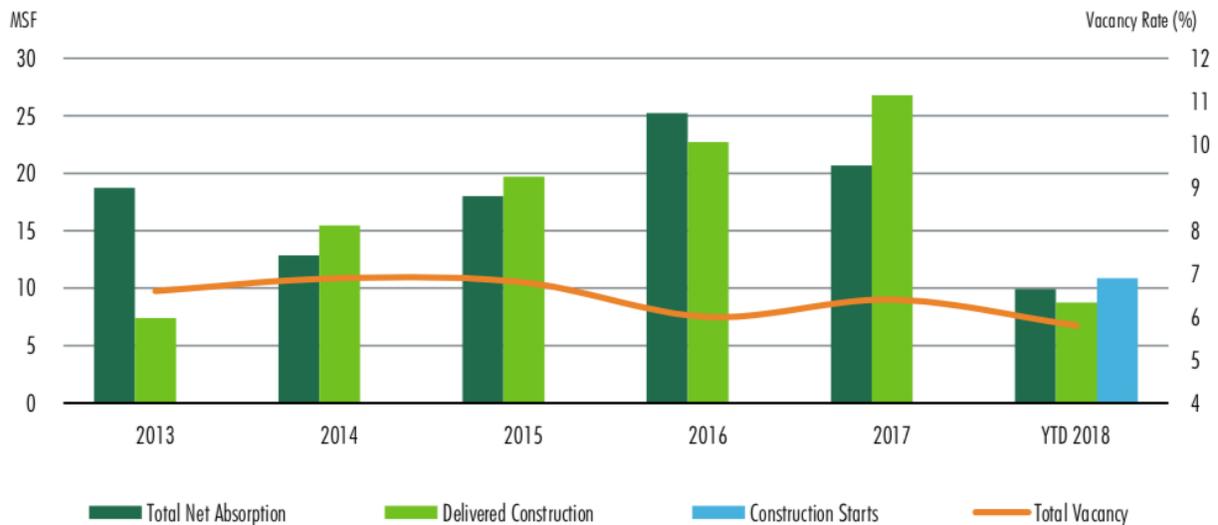
As 2017 ended, the Dallas-Fort Worth industrial market set a new high for construction, with total net absorption declining from 2016. Several factors ranging from a prime U.S. central location to world-class cultural amenities have all contributed to make the DFW Metroplex a standout corporate relocation destination. According to *CB Richard Ellis 2nd Quarter 2018 D/FW Marketview* consumer goods and e-commerce occupiers were far and away the main drivers of industrial demand in 2016 and 2017.

The Metroplex remains a premier destination for industrial occupiers and investors. For occupiers, the market offers a favorable business and taxation environment, and for investors the region has exceptional fundamentals, making it the second most desirable market for investment in the Western Hemisphere, according to the *Americas Investor Intentions Survey 2018*.



Figure 1: DFW Industrial Market

*Arrows indicate trend from previous quarter.



Source: CBRE Research, Q2 2018.

This quarter, the net absorption in the DFW market is the highest in Texas, with Houston (being second) having significantly less absorption. Vacancy in the market continued to compress, and DFW is slowly increasing. With continued demand for space, lease rates are anticipated to stabilize, with slight upward rise.

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

Hospitality

The Fort Worth-Arlington Metropolitan Division room-nights sold rose 6.5% in First Quarter 2018, double last year's rate. With an average daily rate increase of 2%, total room revenues grew 8.6% to \$244 million for the quarter. Occupancy rose 1.1 points to 69.5%, well above the state average. Room supply increased by 4.7% (1,600 rooms) to 35,800 rooms. Supply and demand continue to maintain a good equilibrium in this market.

Dallas Metropolitan Division room-nights sold increased 5% in the First Quarter of 2018. Rates rose 2.7% leading revenues to rise 7.9% to \$566 million. Occupancy fell 0.9 points to 71.8% from First Quarter 2017. Net room supply increased by 6.3% (4,800 rooms). The rate of new supply continues to exceed the demand growth, but steady high occupancies point toward a stable market.

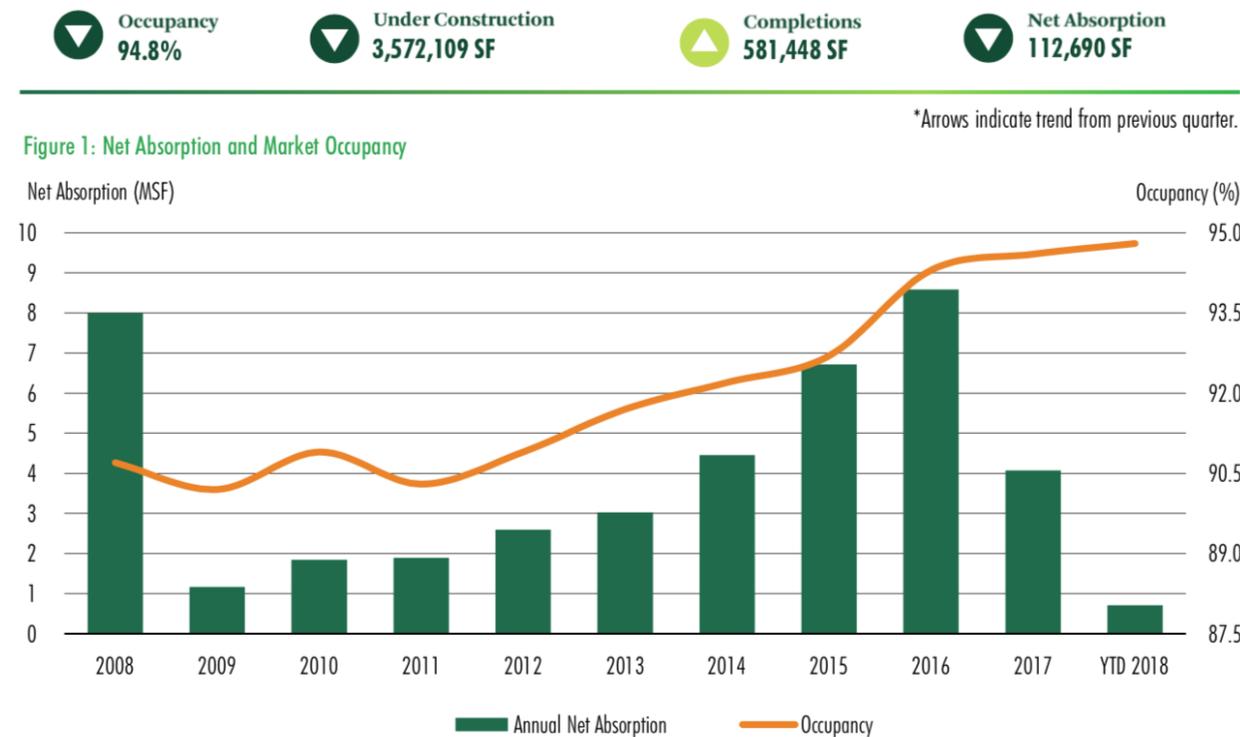
Metro	Year of 2017		1st Q 2017		1st Q 2018		
	Occ %	\$ Rev % Chg	Occ %	\$ Rev % Chg	Occ %	Pt. Chg	\$ Rev % Chg
Abilene	54.4%	6.2%	53.9%	2.4%	58.0%	4.1	2.4%
Amarillo	63.3%	-0.1%	60.4%	8.6%	60.4%	0.0	8.6%
Austin-Round Rock	74.7%	7.9%	75.0%	13.0%	74.4%	-0.6	13.0%
Beaumont-Port Arthur	66.7%	17.3%	61.0%	71.0%	84.2%	23.2	71.0%
Brownsville-Harlingen	56.1%	0.9%	59.8%	9.5%	60.8%	1.0	9.5%
College Station-Bryan	63.2%	8.5%	60.2%	18.0%	58.7%	-1.5	18.0%
Corpus Christi	60.2%	10.0%	54.7%	12.5%	66.3%	11.6	12.5%
Dallas	69.6%	3.1%	72.7%	7.9%	71.8%	-0.9	7.9%
El Paso	65.6%	-2.0%	70.1%	-5.4%	70.1%	0.0	-5.4%
Fort Worth-Arlington	67.8%	4.4%	68.4%	8.6%	69.5%	1.1	8.6%
Houston-Baytown-Sugarland	65.2%	15.7%	62.7%	9.8%	67.1%	4.4	9.8%
Killeen-Temple-Fort Hood	60.9%	7.5%	61.1%	-8.5%	54.8%	-6.3	-8.5%
Laredo	64.3%	6.4%	58.2%	9.6%	66.3%	8.1	9.6%
Longview	52.3%	5.9%	52.1%	2.4%	54.3%	2.2	2.4%
Lubbock	61.1%	-1.4%	58.9%	6.5%	59.5%	0.6	6.5%
McAllen-Edinburg-Pharr	52.2%	-11.7%	56.4%	-4.7%	56.9%	0.5	-4.7%
Midland	66.4%	46.3%	63.7%	98.5%	80.2%	16.5	98.5%
Non Metro	56.2%	14.8%	54.2%	31.1%	61.2%	7.0	31.1%
Odessa	65.7%	80.1%	58.3%	120.6%	74.2%	15.9	120.6%
San Angelo	47.5%	15.8%	50.8%	27.6%	57.3%	6.5	27.6%
San Antonio	62.9%	5.1%	66.2%	8.3%	67.1%	0.9	8.3%
Sherman-Denison	56.4%	6.5%	60.2%	2.0%	62.2%	2.0	2.0%
STATE AVERAGE	64.8%	0.1%	64.7%	12.5%	67.7%	3.0	12.5%
Texarkana (TX)	59.9%	-1.6%	56.7%	3.0%	58.7%	2.0	3.0%
Tyler	55.2%	-0.6%	54.3%	-2.2%	55.2%	0.9	-2.2%
Victoria	61.7%	31.5%	55.4%	37.0%	67.6%	12.2	37.0%
Waco	71.8%	8.6%	69.5%	10.0%	78.4%	8.9	10.0%
Wichita Falls	66.4%	-2.3%	65.6%	-0.1%	64.0%	-1.6	-0.1%

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

In 2017, the Fort Worth-Arlington Metropolitan Division room-nights sold rose 3.2%, cooling slightly from 2016. Rates rose 1.3%, leading to a revenue increase of 4.4%, up to \$923 million. Occupancy retreated 0.6 points to 67.8%. Room supply increased by 3.9% (1,300 rooms). During the same period (2017), Dallas room-nights sold nearly flat at just 0.8%. Average rates increased 2.3% as occupancy declined 2.1 points to 69.6%. As a result, total room revenues rose 3.1% to \$2.1 billion. Net room supply increased by 3.9% (2,900 rooms) to 81,200 rooms.

Retail

Retail momentum remained strong throughout 2017 for the DFW metropolitan area; however, the net absorption declined from 2016 to 2017, with the decline to continue through 2018. Despite the so-called ‘death of retail’, which includes this year’s bankruptcy by Toys R Us returning nearly 350,000 square feet to the local market, DFW’s retail fundamentals are strong. Occupancy dipped a mere 10 bps during the quarter. Occupancies continue to increase, even though it is at a slower rate than the previous two years.



Source: CBRE Research, Q2 2018.

While asking rents slowly increased since 2013, the rents appeared to have peaked in 3rd quarter 2017 and have been on a slight decline since. The Dallas Retail Investment Sales Volume has remained nearly the same since 4th quarter 2016, which is down from the prior eight quarters.

DALLAS/FORT WORTH METROPOLITAN AREA ANALYSIS

DALLAS TOTAL									
Absorption (Net, SF)	1,618,615	2,224,018	4,022,621	5,700,158	3,114,680	638,039	132,417	770,456	
Avg. Asking Rent (Annual, Net, \$/SF)	14.07	14.58	15.10	15.31	16.51	16.71	16.71	16.71	16.71
Delivered Construction (SF)	927,046	1,033,553	2,046,668	2,414,103	2,683,370	180,000	344,427	524,427	
Occupancy Rate (%)	91.6	92.0	93.6	94.2	94.6	95.1	94.9	94.9	
FORT WORTH TOTAL									
Absorption (Net, SF)	1,409,667	2,129,421	2,694,848	2,885,492	958,637	(41,988)	(19,727)	(61,715)	
Avg. Asking Rent (Annual, Net, \$/SF)	12.30	12.38	12.97	13.14	14.57	13.89	13.89	13.89	13.89
Delivered Construction (SF)	838,057	1,089,605	1,914,914	1,205,062	1,074,725	-	237,021	237,021	
Occupancy Rate (%)	91.8	92.7	93.4	94.6	94.8	94.7	94.6	94.6	94.6
DFW MARKET TOTAL									
Absorption (Net, SF)	3,028,282	4,458,588	6,717,469	8,585,650	4,073,317	596,051	112,690	708,741	
Avg. Asking Rent (Annual, Net, \$/SF)	13.23	13.81	14.17	14.57	15.83	15.73	15.73	15.73	15.73
Delivered Construction (SF)	1,765,103	2,123,158	4,043,582	3,619,165	3,758,095	180,000	581,448	761,448	
Occupancy Rate (%)	91.7	92.2	92.7	94.3	94.6	94.9	94.8	94.8	94.8

Source: CBRE Research, Q2 2018.

Developers struggle to meet demand for retail space as job growth attracts a flurry of new residents, retailers. An average of 75,000 individuals has moved to the Metroplex in each of the past five years, producing strong demand for retailers. Despite developers bringing more than 21 million square feet of new space online over the past five years, overall vacancy has retreated near a decade low. Tenant expansions have been broad across the Metroplex, but the tightest rates are in submarkets where additions to supply have been limited. East Dallas and Central Dallas boast vacancy rates below 4 percent, with combined additions to inventory totaling less than 1 million square feet. Retail development remains limited in these areas, and projects underway have strong preleasing activity, suggesting that vacancy will remain low in the months to come.

Retail development remains robust in the high growth submarkets of Far North Dallas and North Central Dallas, with more than 1.4 million square feet of space underway. Deliveries are beginning to shift into other areas; with space underway rising in the Mid-Cities as nearly 700,000 square feet is slated for delivery this year, the highest level of deliveries in the past decade.

Retail Trends

Rising interest rates are widening the gap between buyer and seller expectations, but strong competition for available assets in the Metroplex are helping alleviate some upward pressure on cap rates. Owners with exit strategies over the next 12 to 18 months are evaluating when to list assets, as interest rates are set to rise further this year.

Investors are targeting unanchored and shadow anchored strip center assets throughout the Metroplex. Well-located assets with a strong population base and service-oriented tenants are in highest demand. These properties typically generate returns in the mid-6 percent to mid-7 percent span.

Healthy migration trends to North Dallas suburbs have out-of-state investors seeking retail assets in the area. Increased competition for properties here has compressed cap rates. Local investors in search of higher returns are turning to Fort Worth, where cap rates are typically 25 to 50 basis points higher.

Lowest Vacancy Rates 1Q18

Submarket	Vacancy Rate	Y-O-Y Basis Point Change	Asking Rent	Y-O-Y % Change
East Dallas Outlying	2.4%	-90	\$20.30	4.9%
Central Dallas	3.6%	30	\$22.53	-6.8%
Near North Dallas	4.2%	-50	\$19.02	8.6%
Southeast Dallas	5.0%	30	\$11.99	4.4%
Suburban Fort Worth	5.0%	80	\$14.06	2.9%
West Dallas	5.3%	-10	\$14.55	2.7%
North Central Dallas	5.5%	30	\$22.12	-2.5%
Central Fort Worth	5.7%	30	\$13.29	-0.1%
Mid-Cities	5.8%	100	\$14.94	4.9%
Far North Dallas	6.0%	30	\$16.97	7.1%
Southwest Dallas	6.2%	-70	\$12.67	14.4%
Overall Metro	5.3%	20	\$16.28	3.1%

Source: Marcus and Millichap Retail Research Market Report, Q2 2018

DFW ECONOMY

Market Center/Conventions

Located north of the Dallas Central Business District is the Dallas Market Center. This 150-acre, four building complex is the largest wholesale mart complex in the United States. Since its opening in the early 1950's, this center has grown to include a total of 5.1 million square feet. Approximately 375,000 people visit Dallas Market Center's campus each year including more than 75,000 buyers from all 50 states and 85 countries. An estimated 10,000 people work in Dallas showrooms during major markets. Of this figure, the Market Center employs approximately 220 full-time associates and 125 seasonal or part-time associates.

The Kay Bailey Hutchinson Convention Center (DCC) underwent a \$100 million expansion, completed in 2002. The Convention Center now features the world's largest singular column-free exhibit hall in the world, at 203,000 square feet and comprises one million square feet of exhibit space, ballrooms, meeting rooms, and is the only convention center in the nation to have an art museum on the premises. The latest addition to the Dallas Convention Center is large enough to hold The Ballpark at Arlington (home to the Texas Rangers), and still have enough room so that the longest home run hit out of the ballpark would still be in the Convention Center. The DCC hosts 3,600 conventions annually and is one of the leading conventions sites in the US bringing more than \$4.2 billion to the Dallas economy.

Dallas/Fort Worth International Airport

The Dallas/Fort Worth International Airport, which opened January 1974, has had an enormous impact on the economy of the DFW Metroplex. Located roughly sixteen miles northwest of the Dallas CBD and employs approximately 60,000 people, the 18,000-acre space is the second largest airport facility in the nation. DFW is currently ranked as “best large airport in America” by the Airports Council International.

The airport has 5 terminals, 7 runways, 165 gates, and 213 destinations. D/FW Airport includes 12 instrument landing approaches and 3 control towers giving it the capacity of the three New York airports combined. D/FW is the only airport where four planes can land simultaneously. Twenty-five passenger airlines operate out of D/FW, of which ten are commuter airlines, and fifteen are foreign flag airlines. In December 2013, American Airlines merged with US Airways to form the world’s largest airline company, which continues to be based at D/FW.

D/FW International Airport ranks eighth in the world, serving 67,092,224 passengers in 2017, 8,488,020 of which were international travelers. DFW also ranks 3rd in the world in terms of operations and 9th busiest airport in the world for passengers. Approximately 183,814 passengers travel daily through D/FW Airport.

DFW Airport is currently upgrading its 4 original terminals with a \$2.3 billion dollar "Terminal Renewal and Improvement Program" (TRIP) and is expected to be completed in 2021.

American Airlines makes D/FW its home base with a high number of total passengers on a monthly basis. D/FW Airport is also home to an impressive global distribution center with several cargo carriers, 2.6 million square feet of cargo facilities and a foreign trade zone with direct highway access. Covering more than 250 acres, this area is developing into a full-service free trade zone. Approximately \$39 billion dollars across North Texas is attributable to airport traffic.

Alliance Airport

The Alliance Airport is the world's first industrial/ air cargo and corporate airport in the nation and is designed to serve the needs of business as opposed to passenger service. Alliance Airport is located 15 miles north of downtown Fort Worth, 12 miles northwest of the Dallas/Fort Worth International Airport, and 29 miles to the northwest of downtown Dallas. This project, created by Ross Perot Jr., the city of Fort Worth and the FAA, is a master-planned industrial and commercial facility, which houses more than 140 companies – including over 62 from the Fortune 500, Global 500 and Forbes' List of Top Private Companies. Alliance is the only Foreign Trade Zone in North Texas with combined air, rail and highway access. In conjunction with the airport, Circle T Ranch, a 2,500-acre master-planned community, and Heritage, a 2,300-acre residential community, are transforming northern Tarrant County into a modern urban environment. Alliance Town Center is becoming the center of activity for the growing North Fort Worth area. The center includes a 500-acre retail center, Heritage Marketplace, luxury apartments, hospitals and more.

Las Colinas

Located on major traffic routes between the Dallas/Fort Worth International Airport, downtown Dallas, and the dense residential area of North Dallas, Las Colinas has become one of the major mixed-use developments in the nation. This master planned community covers approximately 12,000 acres within the city of Irving. With 22.5 million square feet of office space, Las Colinas is currently home to more than 2,000 corporations and 400 corporate headquarters, including the global headquarters of multiple Fortune 500 and 100 companies. Las Colinas features three private country clubs and four championship golf courses surrounded by residential communities. The Four Seasons Las Colinas Resort has hosted the PGAs Byron Nelson Championship from 1986 to 2018, when it relocated to the Trinity Forest Golf Club in southeast Dallas. Las Colinas also contains high-rise office towers, retail centers, apartment complexes, and leisure facilities. There are 56 small lakes and water amenities throughout the development, jogging trails, public and private parks, museums, colleges, hospitals, country clubs and cultural and recreational institutions.

DALLAS/FORT WORTH QUALITY OF LIFE**Education**

Educational facilities offered by the City of Dallas and the surrounding areas have grown to keep pace with the increasing population. According to the Dallas Chamber, the DFW MSA consisted of almost 205 public school districts and over 2,000 schools with a total enrollment of over 1.2 million. The Dallas and Fort Worth Independent School districts ranked 12th among the largest school districts in the nation.

Twenty, four-year colleges and universities, and six community college districts with a combined total 20 campuses are within one hundred miles of the DFW MSA. Several notable institutions of higher education are located within the MSA.

- Dallas Baptist University
- Texas Christian University
- Texas Wesleyan University
- Baylor College of Dentistry
- Southern Methodist University
- Texas A&M University - Commerce
- University of Dallas
- University of North Texas
- Texas Woman's University
- University of Texas at Dallas
- University of Texas at Arlington
- University of Texas Southwestern Medical Center

Along with these colleges and universities are 68 technical and vocational programs in the Dallas/Fort Worth area. More than 1.4 million full- and part-time students attend public and private four-year colleges, universities, professional schools, community colleges or senior and graduate level institutions located in this region.

Recreation

Dallas and Fort Worth both offer a wide range of recreational and cultural amenities. Located within 100 miles of DFW are 406 area parks encompassing almost 23,000 acres and more than 60 lakes and reservoirs covering approximately 550,000 acres. DFW has more than 175 museums and galleries, 50 pro and community theatres and dozens of local symphony and chamber orchestras, ballet groups and opera associations. The Dallas Arts District, a sixty-acre section of the Dallas Central Business District, is taking shape into what is expected to become a major focal point in the Dallas arts community. Anchored by the Dallas Museum of Art, the Meyerson Symphony Center, and Nasher Sculptor Garden, the Dallas Arts District is the largest urban arts district in the country.

The Fort Worth Cultural District is home to several museums that are applauded for their architecture and the quality of their collections. Such museums include the Amon Carter Museum of American Art, Kimbell Art Museum, Modern Art Museum of Fort Worth, National Cowgirl Museum and Hall of Fame, Cattle Raisers Museum, and the Fort Worth Museum of Science and History.

Downtown Fort Worth encompasses Sundance Square in thirty-five historic blocks where people live, work, stay, and play. Sundance Square is filled with great places to eat, shops and galleries, night clubs, live music and theater, Bass Performance Hall, and more.

The Fort Worth Stockyards is a nationally recognized historic district and is a major tourist attraction in the area. Stockyards Station is the only location that holds a daily longhorn cattle drive, the Fort Worth Herd. Cowboys drive the herd down East Exchange Avenue twice daily. The Stockyards is also home to the world's first indoor rodeo and opens the doors Friday and Saturday nights. Billy Bob's Texas, once a barn for prize cattle during the stock shows, is now 100,000 square feet where you can enjoy real bull riding, games, and performances by some of the biggest country music artists.

Dallas/Fort Worth is host to a wide range of sporting events throughout the year: home to the Dallas Cowboys, Texas Rangers, Dallas Mavericks, Dallas Stars, and FC Dallas Soccer. The area is also host to the Cotton Bowl (Arlington), AT&T Byron Nelson Golf Tournament (Dallas), Colonial Golf Tournament (Fort Worth), and the Mesquite Rodeo (Mesquite).

Texas Motor Speedway, a development of Bruton Smith, city of Fort Worth and Denton County, opened in 1997. This facility, located at State Highway 114 and Interstate 35W, has a capacity of 200,000 persons. TMS draws huge crowds and lends to accelerated development to the area north of Alliance Airport. Major events to TMS are the NASCAR Nextel Cup, Samsung/Radio Shack 500, Dickies 500, NASCAR Busch Grand National Series, O'Reilly 300, O'Reilly Challenge, IRL, and the Bombardier Learjet 500.

Lone Star Park, a class I horse racing facility, opened in Grand Prairie in 1997. The facility is located on Belt Line Road just to the north of Interstate 30. Lone Star Park covers 315 acres, includes a 36,000 square foot pavilion for simulcasting, and a seven story, 280,000 square foot grandstand with a capacity of roughly 8,000 people. The track has a one-mile dirt oval and a 7-furlong turf track and has accommodations for 1,600 horses across 32 barns. In 2004, it was the site of the Breeder's Cup, becoming the ninth race track to ever host a Breeders' Cup. At only seven years old, Lone Star Park is the youngest track to host the event.

Health Care

The city of Dallas excels in offering health care and medical related research facilities to the Southwest. Baylor Health Care Systems has been named 18th among the nation's Top 100 integrated health care networks by SDI, a leading health care market insight and analytics firm and the nation's premier rating system for IHN's. The Southwest Medical School of the University of Texas was ranked 26th among research medical schools and 19th among primary care medical schools in the nation. Also, located in the Dallas area is the Wadley Institute of Molecular Medicine blood disease and cancer research facilities, and the headquarters for the American Heart Association, and the American Association for Respiratory Therapy. Baylor College of Medicine is ranked 16th in medical research and 5th in primary care. Parkland Memorial Hospital ranks in the top 50 in five different medical fields. In August 2015, a 2.8 million square foot Parkland campus was opened and is twice the size of the former hospital.

Medical facilities in Fort Worth include Baylor Health System, Cook's Children Health Care System, University of North Texas Health Science Center at Fort Worth, JPS Hospital, Plaza Medical Center of Fort Worth, The Center for Cancer and Blood Disorders, and Texas Health Harris Methodist Hospital Fort Worth.

Infrastructure

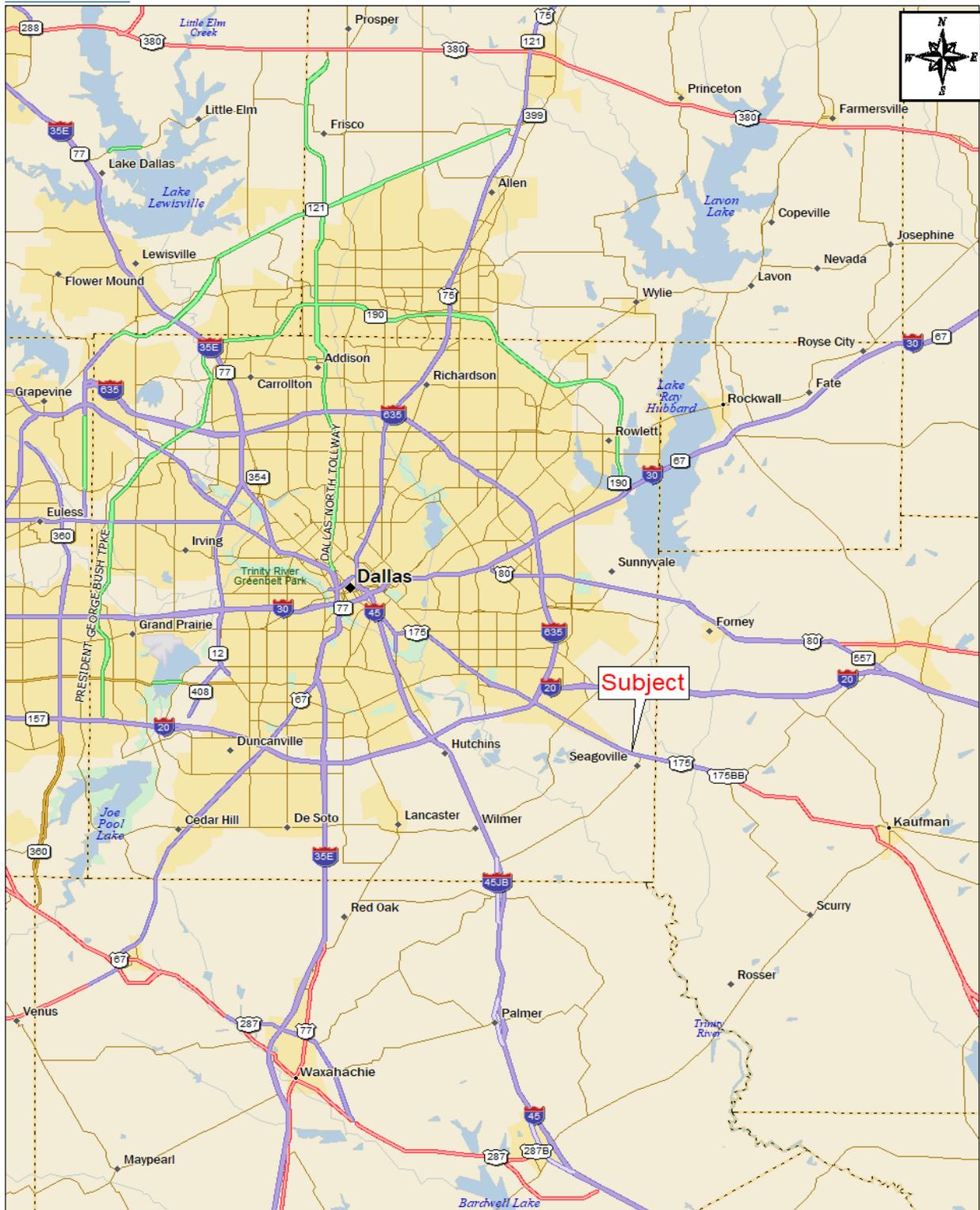
Water and wastewater needs are supplied by Dallas Water Utilities, North Texas Municipal Water District, Trinity River Authority, and Tarrant Regional Water District.

CONCLUSIONS

The foregoing city data and local area economic base activity are presented to establish growth and income patterns, which materially affect real estate development, real estate sales volume and value. The Dallas/Fort Worth area, based upon past performances and reasonable forecasts, should continue an upward growth trend, both in population and employment, particularly in the suburban cities.

As population in the suburban communities continues to increase, and as traffic in and around the Central Core becomes more congested, both residents and local firms are beginning to look toward new, outlying employment centers. This is especially seen in North Dallas along the LBJ Freeway/Dallas Parkway Corridors as well as master planned areas such as Las Colinas and Legacy Business Park.

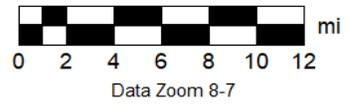
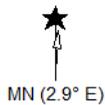
In 2008, the Metroplex saw a record number of single-family home foreclosures. The meltdown of the subprime lending market and collapse of major financial institutions virtually halted commercial and residential lending. Development trends from 2007 through 2009 were downward and sales volumes slowed dramatically. Markets began to stabilize in 2010. Recovery has been strong in most property sectors. Overall, the Texas economy is proving more resilient as compared to Florida, Arizona, Nevada, and California, and continues to be a leading real estate market in the U.S.



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A **market area**, as defined in The Dictionary of Real Estate Appraisal, 6th Edition, copyrighted 2015, is:

"The geographic region from which a majority of demand comes and in which the majority of competition is located."

When analyzing value influences, the focus is on market area. A market area is defined in terms of the market for a specific category of real estate and thus, is the area in which alternative, similar properties effectively compete with the subject property in the minds of probably, potential purchasers, and users. A market area can encompass one or multiple neighborhoods or districts.

MARKET AREA INFLUENCES

The subject property is located in Seagoville, Texas, situated in Dallas County. Area analyses and subject vicinity are presented in the following pages.

The subject is located on the east corner of US Highway 175 and Simonds Road. The locale is approximately 18 miles from the Dallas CBD. Adjoining suburban neighborhoods are similar as to make-up and land uses. These include the suburban cities of Balch Springs, Pleasant Grove, and the Crandall area. Properties in the area compete with other similar market areas.

The excellent accessibility and location amenities of the above-delineated general area have been highly significant in its development, redevelopment, and sustenance of commerce in the area. The general area is well serviced by freeways, benefits from high intensity commercial as well as residential development, and is convenient to the Dallas CBD.

TRAFFIC ROUTES

The primary thoroughfares through the neighborhood are US 175 a four-lane, bi-directional thoroughfare as it travels northwest to southeast through the area; and Interstate Highway 20, a six-lane, bi-directional thoroughfare as it travels west to east through the area. The site is located in the south section of these two major transportation routes.

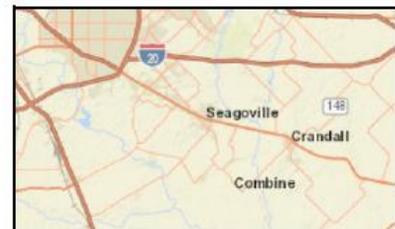
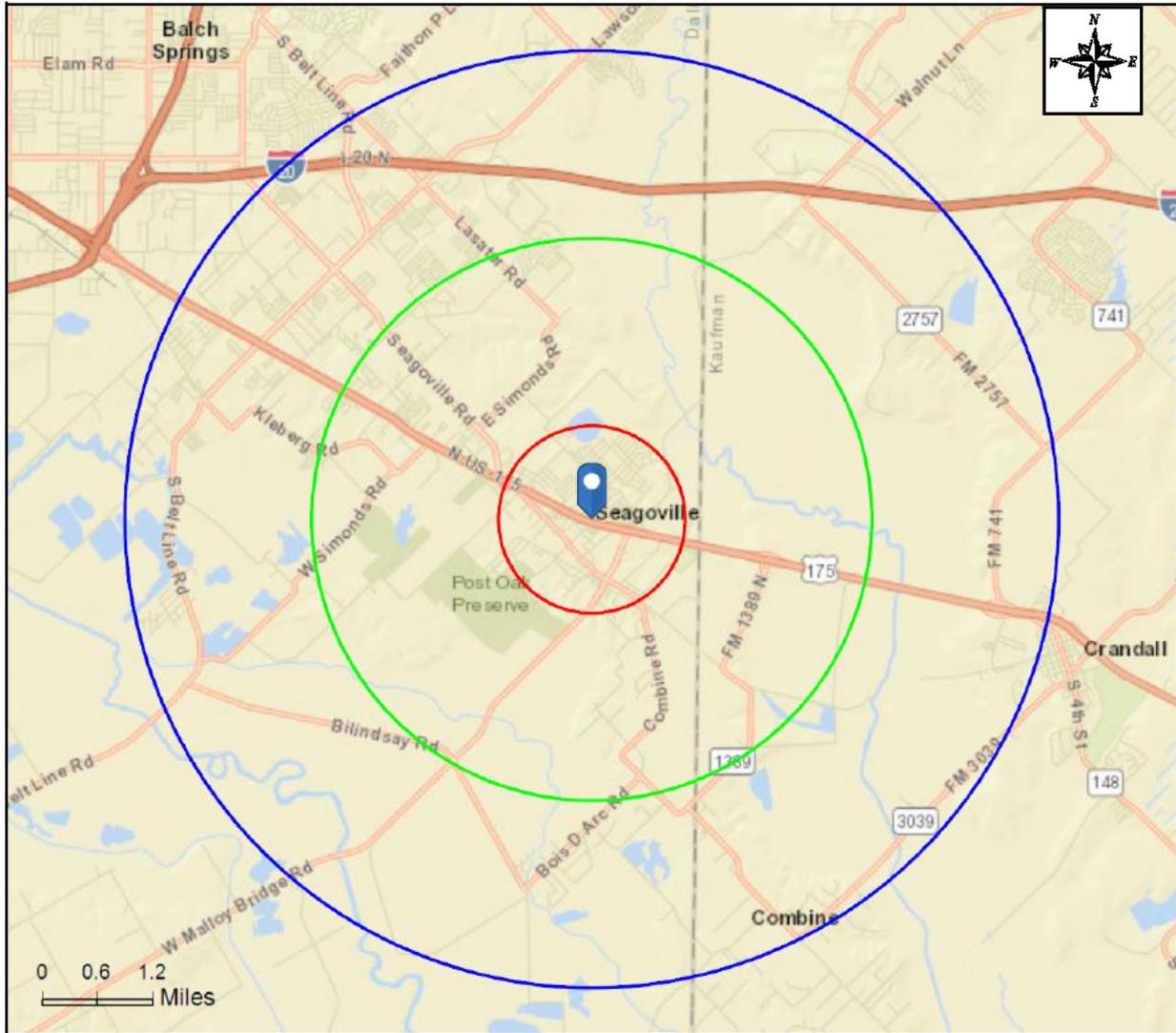
The primary north-south thoroughfare in the area is IH 45. Other north-south roadways in the area are Malloy Bridge Road, Simonds Road, and Belt Line Road. East-west roadways include Seagoville Road, Kaufman Street, and E. Farmers Road.

AREA DEVELOPMENT

Land use in the area is comprised of a mixture of commercial properties along the major roadways and intersections and light industrial and single-family residences scattered throughout the area.

AREA DEMOGRAPHICS

The following Executive Summary provided by Site To Do Business provides demographic and income data for 1-mile, 3-mile, and 5-mile radius centered on the subject vicinity.





Market Profile

Seagoville, Texas
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 32.64881
Longitude: -96.54125

	1 mile	3 miles	5 miles
Population Summary			
2000 Total Population	4,046	13,390	30,010
2010 Total Population	5,391	16,605	38,253
2018 Total Population	5,942	19,337	45,355
2018 Group Quarters	463	2,484	2,546
2023 Total Population	6,329	20,619	49,640
2018-2023 Annual Rate	1.27%	1.29%	1.82%
2018 Total Daytime Population	7,221	15,068	32,119
Workers	3,576	4,914	7,402
Residents	3,645	10,154	24,717
Household Summary			
2000 Households	1,511	4,178	9,602
2000 Average Household Size	2.48	2.87	2.97
2010 Households	1,862	4,739	11,178
2010 Average Household Size	2.66	3.07	3.23
2018 Households	2,020	5,315	12,779
2018 Average Household Size	2.71	3.17	3.35
2023 Households	2,133	5,641	13,909
2023 Average Household Size	2.75	3.21	3.39
2018-2023 Annual Rate	1.09%	1.20%	1.71%
2010 Families	1,357	3,603	8,754
2010 Average Family Size	3.16	3.51	3.63
2018 Families	1,487	4,085	10,109
2018 Average Family Size	3.22	3.62	3.76
2023 Families	1,579	4,360	11,062
2023 Average Family Size	3.26	3.66	3.79
2018-2023 Annual Rate	1.21%	1.31%	1.82%
Housing Unit Summary			
2000 Housing Units	1,606	4,658	10,780
Owner Occupied Housing Units	70.8%	69.1%	69.1%
Renter Occupied Housing Units	23.3%	20.5%	20.0%
Vacant Housing Units	5.9%	10.3%	10.9%
2010 Housing Units	1,976	5,163	12,241
Owner Occupied Housing Units	64.3%	62.8%	64.6%
Renter Occupied Housing Units	29.9%	29.0%	26.7%
Vacant Housing Units	5.8%	8.2%	8.7%
2018 Housing Units	2,112	5,648	13,570
Owner Occupied Housing Units	62.2%	61.3%	64.7%
Renter Occupied Housing Units	33.5%	32.8%	29.5%
Vacant Housing Units	4.4%	5.9%	5.8%
2023 Housing Units	2,233	5,992	14,836
Owner Occupied Housing Units	64.4%	63.4%	67.0%
Renter Occupied Housing Units	31.1%	30.7%	26.8%
Vacant Housing Units	4.5%	5.9%	6.2%
Median Household Income			
2018	\$49,020	\$42,055	\$44,439
2023	\$55,083	\$46,632	\$50,451
Median Home Value			
2018	\$108,962	\$96,838	\$99,303
2023	\$136,250	\$119,191	\$120,232
Per Capita Income			
2018	\$21,608	\$18,141	\$17,910
2023	\$24,861	\$20,251	\$20,239
Median Age			
2010	33.4	32.6	30.7
2018	34.4	33.5	31.6
2023	34.7	33.8	31.8

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.



Market Profile

Seagoville, Texas
Rings: 1, 3, 5 mile radii

Prepared by Esri
Latitude: 32.64881
Longitude: -96.54125

	1 mile	3 miles	5 miles
2018 Households by Income			
Household Income Base	2,020	5,315	12,779
<\$15,000	11.9%	12.1%	11.4%
\$15,000 - \$24,999	8.5%	12.3%	12.9%
\$25,000 - \$34,999	11.1%	14.9%	14.0%
\$35,000 - \$49,999	19.4%	19.1%	16.6%
\$50,000 - \$74,999	19.6%	17.7%	19.9%
\$75,000 - \$99,999	13.0%	11.2%	11.3%
\$100,000 - \$149,999	10.5%	8.4%	9.4%
\$150,000 - \$199,999	2.7%	1.9%	2.0%
\$200,000+	3.4%	2.4%	2.5%
Average Household Income	\$64,807	\$57,482	\$59,507
2023 Households by Income			
Household Income Base	2,133	5,641	13,909
<\$15,000	9.7%	10.2%	9.6%
\$15,000 - \$24,999	7.0%	10.9%	11.3%
\$25,000 - \$34,999	9.8%	13.7%	12.7%
\$35,000 - \$49,999	18.1%	18.2%	15.9%
\$50,000 - \$74,999	19.3%	17.9%	20.3%
\$75,000 - \$99,999	14.3%	12.5%	12.5%
\$100,000 - \$149,999	13.6%	10.8%	11.8%
\$150,000 - \$199,999	3.3%	2.3%	2.6%
\$200,000+	4.8%	3.4%	3.4%
Average Household Income	\$75,857	\$66,172	\$68,603
2018 Owner Occupied Housing Units by Value			
Total	1,313	3,461	8,780
<\$50,000	12.6%	22.4%	27.4%
\$50,000 - \$99,999	33.1%	29.5%	22.9%
\$100,000 - \$149,999	24.2%	20.8%	19.1%
\$150,000 - \$199,999	16.3%	13.5%	13.0%
\$200,000 - \$249,999	9.0%	7.3%	7.2%
\$250,000 - \$299,999	1.0%	1.6%	3.5%
\$300,000 - \$399,999	2.6%	2.6%	3.4%
\$400,000 - \$499,999	0.5%	0.5%	0.7%
\$500,000 - \$749,999	0.5%	0.8%	1.3%
\$750,000 - \$999,999	0.2%	0.5%	0.6%
\$1,000,000 - \$1,499,999	0.2%	0.5%	1.0%
\$1,500,000 - \$1,999,999	0.0%	0.0%	0.0%
\$2,000,000 +	0.0%	0.0%	0.0%
Average Home Value	\$127,473	\$125,910	\$136,973
2023 Owner Occupied Housing Units by Value			
Total	1,439	3,801	9,933
<\$50,000	8.8%	18.7%	24.3%
\$50,000 - \$99,999	25.0%	24.0%	19.0%
\$100,000 - \$149,999	22.2%	19.0%	16.5%
\$150,000 - \$199,999	19.0%	15.7%	13.5%
\$200,000 - \$249,999	14.8%	11.8%	10.2%
\$250,000 - \$299,999	1.3%	2.2%	4.9%
\$300,000 - \$399,999	6.3%	5.2%	6.2%
\$400,000 - \$499,999	1.0%	0.9%	1.3%
\$500,000 - \$749,999	0.8%	1.1%	2.1%
\$750,000 - \$999,999	0.4%	0.8%	0.9%
\$1,000,000 - \$1,499,999	0.2%	0.7%	1.1%
\$1,500,000 - \$1,999,999	0.0%	0.0%	0.0%
\$2,000,000 +	0.0%	0.0%	0.0%
Average Home Value	\$156,867	\$151,013	\$163,514

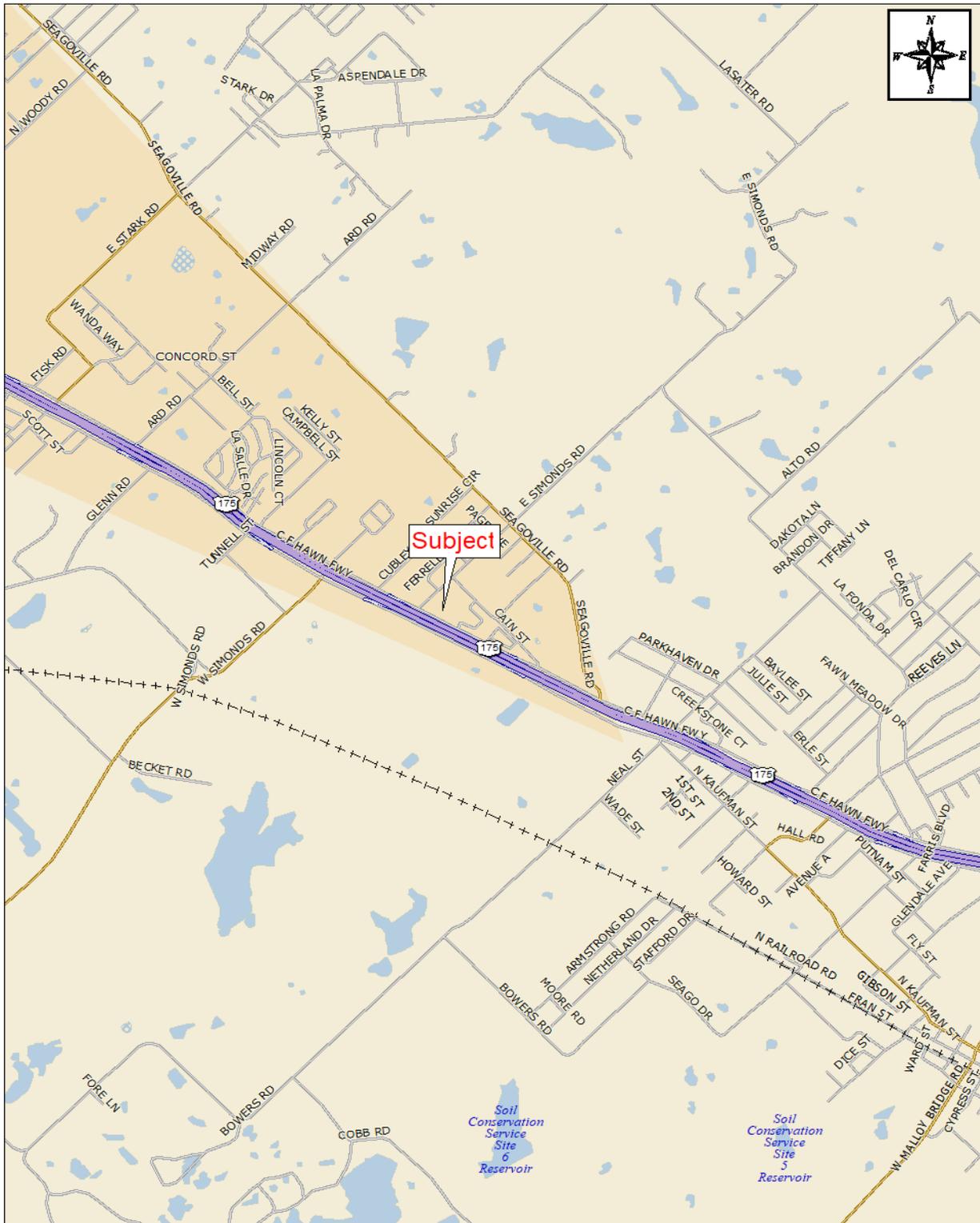
Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2018 and 2023 Esri converted Census 2000 data into 2010 geography.

CONCLUSION

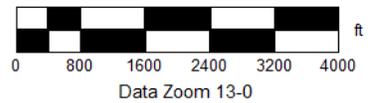
The transportation network in the area is good and surrounding land uses are considered to be compatible and homogenous. The subject area is in a stable phase of development and in proximity to employment centers and quality schools and services with few improvements needing repairs and/or renovations. Consequently, some new construction, as well as renovation of older properties, is more likely to occur within the subject area in the near future. Additionally, there appears to be no detrimental influences upon the area that would inhibit the income-producing capabilities of the improved properties. The long-term prospects for the area and the subject property are positive.

No noticeable nuisances or hazards are in the area and the majority of improvements are in the early to middle stages of economic life, and sufficient area services are accessible to service the community.



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MN (2.9° E)



The subject is a vacant land tract, located on the east corner of US Highway 175 and Simonds Road, Seagoville, Dallas County, Texas.

SITE DATA

Dimensions/Frontage

According to Dallas Central Appraisal District records, the subject tract is irregular in shape, and contains 247,290 square feet, or 5.677 acres. The subject fronts the eastern line of US Highway 175 frontage road for approximately 515 linear feet, the southern line of Simonds Road for approximately 180 feet, and the western line of Cain Street for approximately 370 feet. The US Highway 175 frontage road is a two-lane, undivided frontage road. Simonds Road is a two-lane, undivided roadway. Cain Street is a two-lane, undivided street.

The subject is approximately 460 feet deep, along the southern property line.

Access/Abutting uses

Access (ingress and egress) to the site is available via the eastern line of the US Highway 175 frontage road, the southern line of Simonds Road, and the western line of Cain Street. The subject abuts single-family residential uses and a parking lot and auto services uses across Simonds Road to the north, a single-family subdivision to the east, multi-family residential uses to the south, and a federal correctional facility across US Highway 175 to the west.

Topography

The topography of the tract is level and at street grade; the topography is not problematic to development.

Flood Plain

According to FEMA flood hazard map 48113C0545K dated July 7, 2014, the subject is determined to be outside the 100-year floodplain, being within Zone 'X'. Drainage of the site appears adequate. No guaranty is made that the site will or will not flood. A hydrological study or survey is required for confirmation of flood-designated boundaries. Reference the subsequent exhibits for a copy of the area flood map.

Environmental Hazards

To our knowledge, a Phase I Environmental Site Assessment has not been completed for the subject property as of the date of inspection. A current Phase I ESA is recommended. The subject is appraised predicated on the absence of detrimental environmental conditions. Should contaminants be present the conclusions in the report would be invalidated.

Utilities/Community Services

Electricity, water, sewer, and phone services are available to the subject. Electric services are provided by various service providers, with telecommunication services being provided by various providers. Atmos Energy supplies natural gas services. Water services are provided by the city of Seagoville, and wastewater service is provided by the city of Seagoville. Police protection is provided by the city of Seagoville and fire protection is provided by the city of Seagoville. The property is located within the Dallas Independent School District.

Zoning

The site is zoned PD, Commercial by the City of Seagoville. The PD, Commercial district is intended to provide areas for general commercial and retail development. Additionally, the "C" district allows for any use permitted in the 'LR' Local Retail district. The Planned Development zoning will require approval of a site plan prior to development. Additional zoning information can be referenced in the addenda.

Soils, Development Limitation, and Productivity

This report assumes the soils are capable of supporting the structures, as numerous improvements are located within the subject area and adjoining area. A study of the development, limitations, and productivity were not completed in this appraisal report, as it is not necessary to the scope of the appraisal.

Easements

A survey of the site is not available for analysis. This valuation concludes that utility and access easements typical of this property type are present and that no detrimental easement conditions exist. This should not be considered as a guaranty or warranty, however, that adverse easements do not exist. Were the property to have any easements detrimental to the subject, the opinion of value concluded herein may be invalid.

Deed Restrictions

To our knowledge, no deed restrictions affect or limit the use of the property; however, this should not be considered as a guaranty or warranty that no such restrictions exist. Deed restrictions are a legal matter: normally discoverable only by a title search by a title attorney. It is recommended that a title search be made if any questions regarding deed restrictions arise.

Wetlands

No visual evidence was observed to indicate whether wetlands exist on the subject site. Wetlands, as defined by Section 404 of the Clean Water Act, are those areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Swamps, bogs, fens, marshes, and estuaries are subject to federal environmental law.

CONCLUSIONS

The subject is a vacant land tract, with adequate frontage and access via the eastern line of the US Highway 175 frontage road, the southern line of Simonds Road, and the western line of Cain Street. The subject is located in the north central portion of the city of Seagoville.

Please refer to the subsequent exhibits and addenda for additional details.

The Texas legislature created a system of centralized appraisal districts for each Texas county so that all real estate within a given county is valued for tax purposes through a standard appraisal process. Property assessments are based on market value. Property valuations under the central appraisal district system became effective in 1982.

In Dallas County, the Dallas Central Appraisal District is responsible for ad valorem tax appraisals of all real estate within the county. Based on the ad valorem tax appraisal, various tax districts levy annual taxes on property located within their respective districts. Typical taxing jurisdictions include assessments from the county, city, and school districts in which the property is located. The total ad valorem tax burden is the sum of the assessments for the various taxing authorities.

The subject property is situated within the city of Seagoville and falls within the taxing jurisdictions of the City of Seagoville, Dallas County, Parkland Hospital, Dallas County Community College, and the Dallas ISD. Pertinent 2018 tax rates for the subject are detailed below.

2018 TAX RATES (per \$100)	
City of Seagoville	\$ 0.743800
Dallas County	\$ 0.253100
Parkland Hospital	\$ 0.279400
Dallas County Community College	\$ 0.124000
Dallas ISD	\$ 1.412035
Total	\$ 2.812335

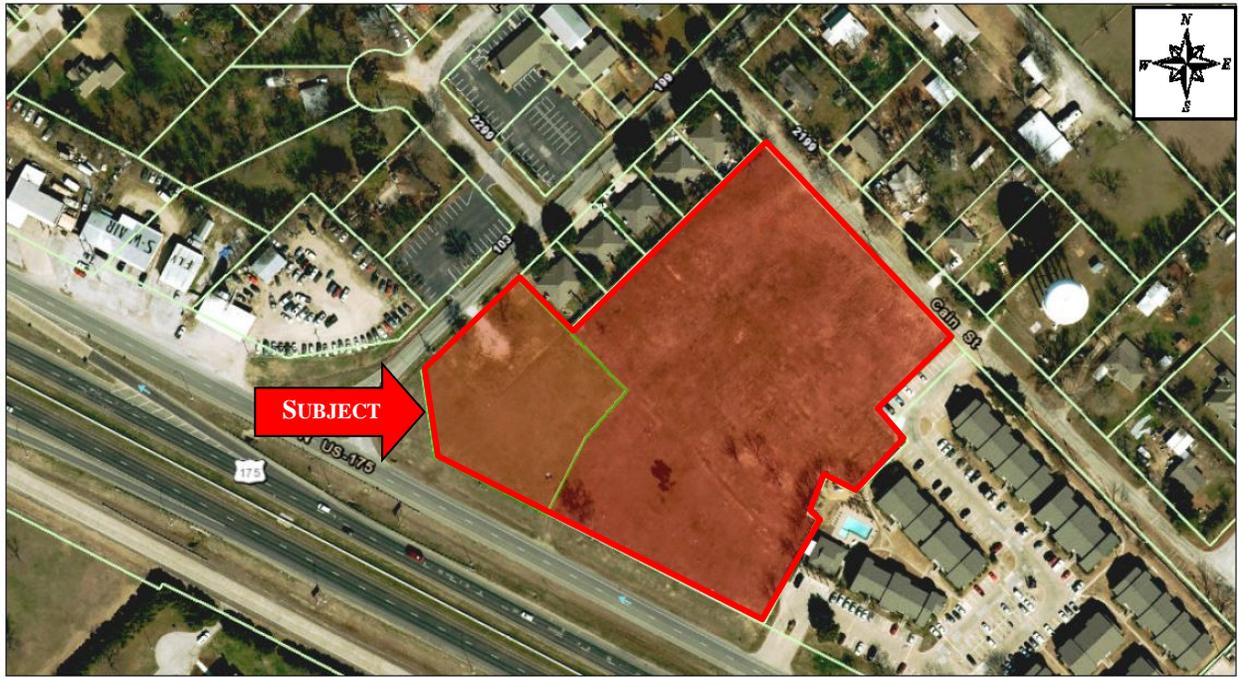
The Dallas Central Appraisal District account for 2018 is summarized as follows:

Account Number	Land	Improvements	Total
50046550010020000	\$ 50,230	\$ 0	\$ 50,230
50046550010010000	\$ 197,070	\$ 0	\$ 197,070
Total	\$ 247,300	\$ 0	\$ 247,300

Based on the preceding assessed value and pertinent tax rates, the subject's annual tax liability is calculated as follows:

Assessed Value	Tax Rate	Indicated Tax Liability
\$247,300	x \$0.02812335 =	\$ 6,955

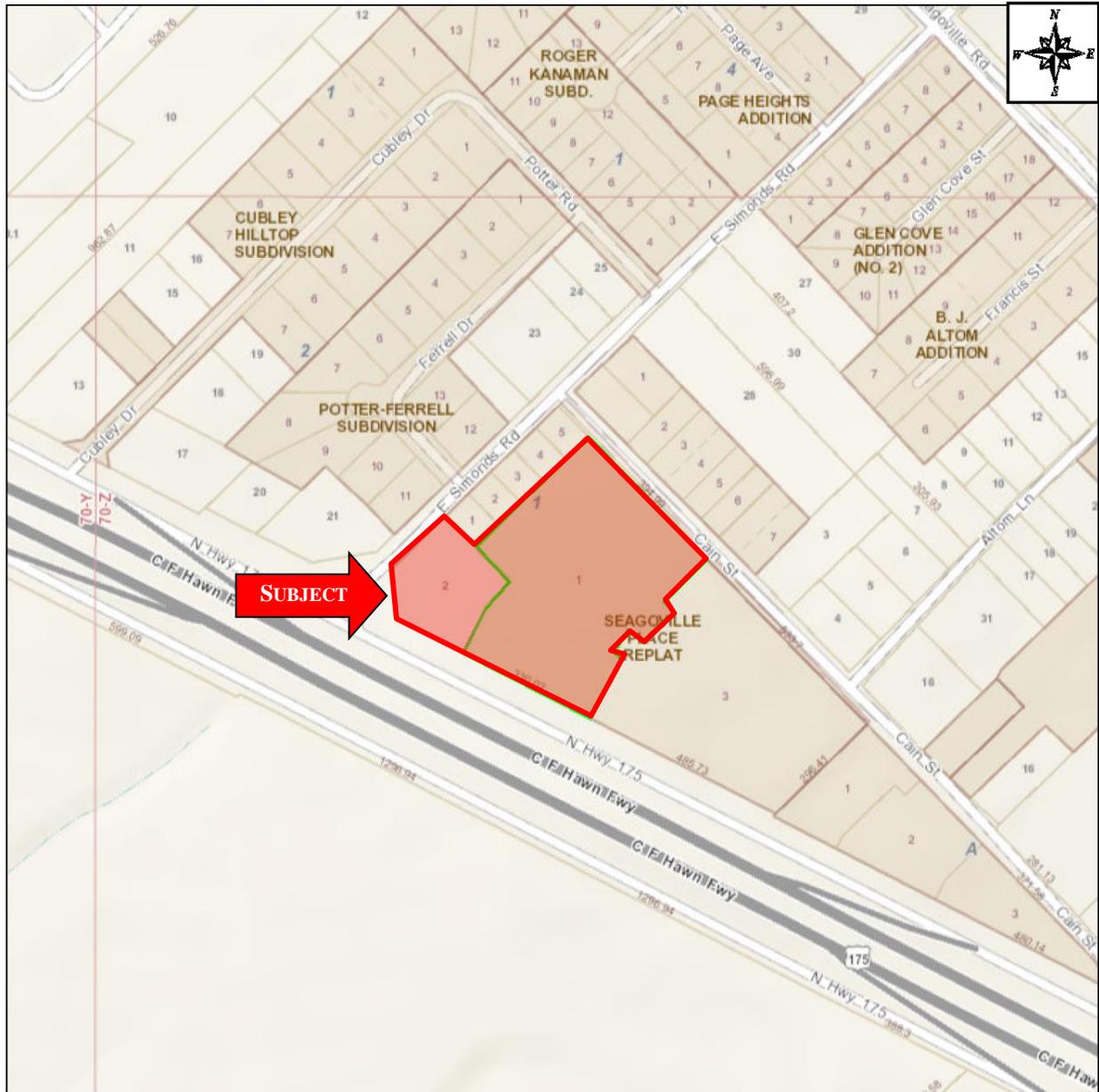
The assessed value equates to \$247,300, or \$1.00 per square foot of land area. The assessed value is below the concluded market value in this appraisal. This difference is typically due to the valuation methods of the appraisal district.



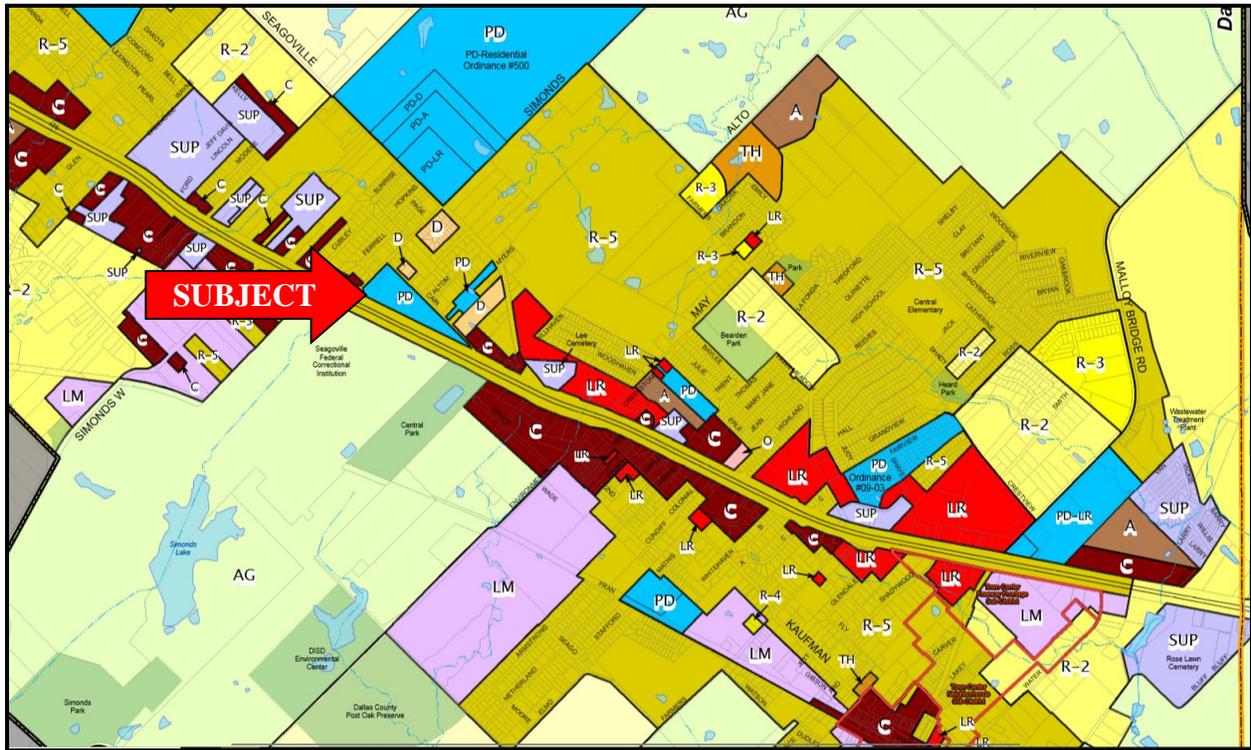
Source: DCAD

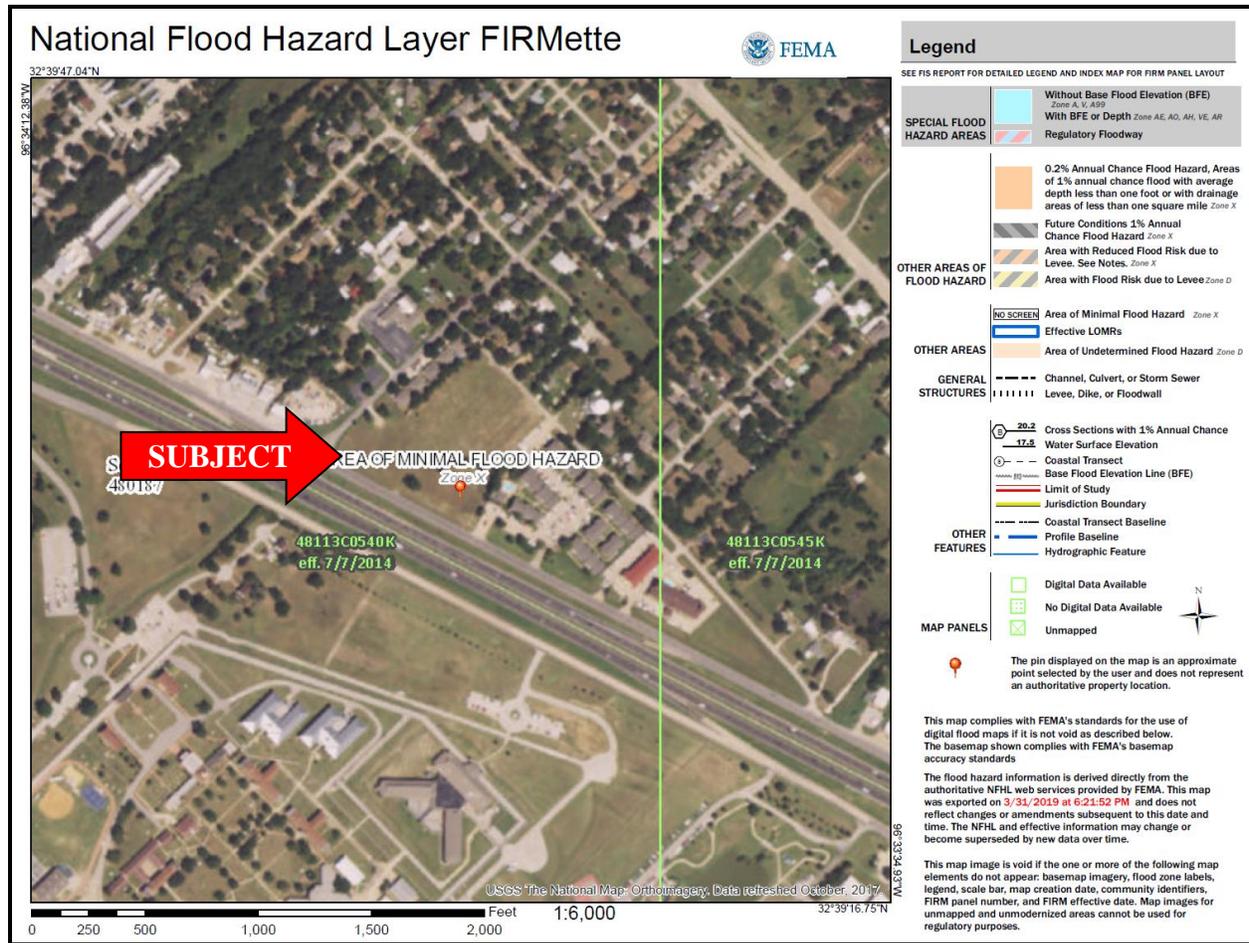


Source: Google Maps (Imagery date: January 2019)



Source: Dallas CAD





PHOTOGRAPHED ON MARCH 20, 2019



Viewing southeasterly at subject from Simonds Road.



Viewing easterly at interior of subject tract.



Viewing northeasterly at southern portion of subject tract.



Viewing southwestwardly at subject from Cain Street.



Viewing northwesterly along US Highway 175; subject is to the right.



Viewing southeasterly along US Highway 175; subject is to the left.

One of the basic elements of real estate valuation is the theory of highest, best, and most profitable use.

As quoted from *The Dictionary of Real Estate Appraisal*, copyright 1984, highest and best use is defined as that reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the effective date of the appraisal.

Or, as defined in *The Appraisal of Real Estate*, 14th Edition (copyrighted 2013), the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and which results in highest land value.

These definitions recognize that in cases where a site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Because the use of land can be limited by the presence of improvements, highest and best use is determined separately for the land or site as though vacant and available to be put to its highest and best use, and for the property as improved.

In appraisal practice, highest and best use analysis not only identifies the use of the property expected to produce the maximum net present value, but also helps the appraiser select comparable properties.

Four basic criteria are examined in estimating the Highest and Best Use of a property both as vacant and as improved. These stages of analysis are as follows:

- a) Possible Use - the uses to which it is physically possible to put on the site in question.
- b) Permissible Use (Legal) - the uses that are permitted by zoning and deed restrictions on the site in question.
- c) Feasible Use - the possible and permissible uses that will produce any net return to the owner of the site.
- d) Highest and Best Use - among the feasible uses, the use that will produce the highest net return on the highest present worth.

The highest and best use of a specific parcel of land is not determined through subjective analysis by the property owner, the developer, or the appraiser; rather, highest and best use is shaped by the competitive forces within the market where the property is located. Therefore, the analysis and interpretation of highest and best use is an economic study of market forces focused on the subject property.

Market forces also shape market value, so the general data that are collected and analyzed to derive an opinion of market value are also used to formulate an opinion of the property's highest and best use as of the appraisal date.

SITE, AS IF VACANT

According to the Dallas Central Appraisal District, the subject tract is irregular in shape, and contains 247,290 square feet, or 5.677 acres. The subject fronts the eastern line of US Highway 175 frontage road for approximately 515 linear feet, the southern line of Simonds Road for approximately 180 feet, and the western line of Cain Street for approximately 370 feet. The subject abuts single-family residential uses and a parking lot and auto services uses across Simonds Road to the north, a single-family subdivision to the east, multi-family residential uses to the south, and a federal correctional facility across US Highway 175 to the west.

Physically Possible

In arriving at our opinion of highest and best use for the improved subject site, it was first necessary to determine if the physical characteristics of the site - such as soil conditions, topography, shape, and frontage were favorable for development. Soil conditions in the region are adequate for urban development provided appropriate engineering, design, and construction. According to FEMA flood hazard map 48113C0545K, dated July 7, 2014, the subject is determined to be outside the 100-year floodplain, being within Zone 'X'. No guaranty is made that the site will or will not flood. A hydrological study or survey is required for confirmation of flood-designated boundaries. The tract is of sufficient size to be economically adaptable for development and benefits from adequate frontage and accessibility. Thus, the physical characteristics impose no limitations to possible development.

Legally Permissible

The site is zoned PD, Commercial by the City of Seagoville. The PD, Commercial district is intended to provide areas for general commercial and retail development. Additionally, the "C" district allows for any use permitted in the 'LR' Local Retail district. The Planned Development zoning will require approval of a site plan prior to development. Additional zoning information can be referenced in the addenda.

Financially Feasible

As defined in The Dictionary of Real Estate Appraisal, Fifth Edition, 2010, is "the ability of a property to generate sufficient income to support the use for which it was designed".

The surrounding properties and land uses are considered for compatibility in determination of feasible use. Similar tracts in the area are improved with restaurants, retail buildings, convenience stores, office and medical offices, and neighborhood service uses. Based on the land usage pattern of the surrounding area, the layout, location, and frontage/visibility of the site, the most feasible use is considered to be for commercial development.

Maximally Productive

The financially feasible use of the subject site would be for commercial development. Based upon the location in Seagoville, and nearby commercial tracts, commercial development is considered most logical.

Therefore, the maximally productive use of the subject, as vacant, would be as commercial development.

SUMMARY OF HIGHEST AND BEST USE, AS IF VACANT

The maximally productive use of the subject would be for commercial development.

Use: commercial development

Timing: current

Market Participants:

User: owner

Most Probable Buyer: owner, developer

DATA COLLECTION PROCESS

For purposes of this report, the subject market was researched for all pertinent data relating to the appraisal problem as stated below. This process typically includes collecting and confirming data through local real estate brokers, appraisers, property owners, lessee/lessors, and others familiar with the local real estate market. The information provided by these sources is deemed reliable but is not guaranteed.

The appraisal problem, as applied to the subject, is to determine the market value of the applicable interest in the subject property. In addressing this problem, the principles of utility, substitution, and anticipation are considered in the following valuation.

The rendered opinion of market value of a property that is being appraised is accomplished by the comparison and analysis of as many appraisal techniques as are appropriate. The following approaches are generally used to produce value indications.

Cost Approach: The value indication by this approach is accomplished by estimating the Reproduction (or Replacement) Cost New of the improvements and deducting accrued depreciation from all causes, if any. The value of the land (by comparison) is then added to this depreciated cost figure.

The cost approach is based on the premise that the value of a property can be indicated by the current cost to construct a reproduction or replacement for the improvements minus the amount of depreciation evident in the structures from all causes plus the value of the land and entrepreneurial profit. This approach to value is particularly useful for appraising new or nearly new improvements.

Sales Comparison Approach: The comparison of similar properties, which have sold in the marketplace, is used to produce an indication of value. The comparison may be either direct or indirect with commonly accepted units or elements of comparison.

The sales comparison approach is founded upon the principle of substitution, which holds that the cost to acquire an equally desirable substitute property without undue delay ordinarily sets the upper limit of value. At any given time, prices paid for comparable properties are construed to reflect the value of the property appraised. The validity of a value indication derived by this approach is heavily dependent upon the availability of data on recent sales of properties similar in location, size, and utility to the appraised property.

Income Capitalization Approach: This approach to value is applicable to properties capable of producing a net income stream. The net income stream is translated into a value indication through the capitalization process.

The income capitalization approach is based on the principle of anticipation, which recognizes the present value of the future income benefits to be derived from ownership in a particular property. The income capitalization approach is most applicable to properties that are bought and sold for investment purposes and is considered very reliable when adequate income and expense data are available. Since income producing real estate is most often purchased by investors, this approach is valid and is generally considered the most applicable when the property being appraised was designed for, or is easily capable of, producing a satisfactory rental income.

The strengths and weaknesses of each approach used are weighed in the final analysis. The approach or approaches offering the greatest quantity and quality of supporting data are typically emphasized, and the final opinion of value is correlated.

Under the parameters of this assignment, the following approaches to value were considered and used in this appraisal:

Approach	Considered	Used
Cost	Yes	No
Sales Comparison	Yes	Yes
Income Capitalization	Yes	No

A preliminary survey of the property indicates the following:

- Sales of similar land use in the area are required. Sufficient data are available to arrive at an indicated value of the land of the subject by market comparison.
- The subject is vacant land and the cost, sales comparison, and income approaches as improved are not applicable and are omitted.

Secondary sources of market data and investor criteria were utilized including Real Estate Research Corporation's Real Estate Report (RERC), Korpacz Real Estate Investor Survey, Real Estate Investment Services (REIS), M/PF, ALN Systems, Grubb-Ellis Market Reports, Cushman Wakefield Market Reports, Marcus Millichap Market Reports, CB Richard Ellis Market Reports, Insignia Market Reports, Jones Lang LaSalle Market Reports, and other industry publications.

APPRAISAL PROBLEM

The appraisal problem, as applied to the subject, is to determine the market value of the *fee simple interest* in the subject property. In addressing this problem, the principles of utility, substitution, and anticipation are considered in the following valuation.

When the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value opinion.

Reasonable exposure time is one of a series of conditions in most market-value definitions. Exposure time is always presumed to precede the effective date of the appraisal.

Exposure time, as defined by the Uniform Standards of Professional Appraisal Practice, Statement on Appraisal Standards No. 6, is the opinion of the length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based upon an analysis of past events assuming a competitive and open market.

The fact that exposure time is always presumed to occur prior to the effective date of the appraisal is substantiated by related facts in the appraisal process, i.e. supply/demand conditions as of the effective date of the appraisal, the use of current cost information, the analysis of historical sales information (sold after exposure and after completion of negotiations between the seller and the buyer), and the analysis of future income expectancy projected from the effective date of the appraisal.

The opinion of the time period for reasonable exposure is not intended to be a prediction of a date of sale or a one-line statement. Instead, it is an integral part of the analyses conducted during the appraisal assignment. The opinion may be expressed as a range and can be based on one or more of the following:

- Statistical information about days on market
- Information gathered through sales verification
- Interviews of market participants

Related information garnered through this process may include the identification of typical buyers and sellers for the type of property involved and typical equity investment levels and/or financing terms.

The reasonable exposure period is a function of price, time, and use, not an isolated opinion of time alone. The answer to the question “what is reasonable exposure time?” should always incorporate the answers to the question “for what kind of property at what value range?” rather than appear as a statement of an isolated time period.

A reasonable exposure time for the subject property at the market value definition and market value conclusion in this appraisal was developed by discussions with local market participants. According to local brokers, appraisers, and informed market participants, the reasonable exposure time for properties similar to the subject, is considered to be 12-18 months.

Land value is directly related to highest and best use. The relationship between the highest and best use and land value may indicate whether an existing use is the highest and best use of the land.

Land valuation can be accomplished by six procedures. These include sales comparison, allocation, extraction, subdivision development, land residual, and ground rent capitalization.

Sales Comparison – Sales of similar, vacant parcels are analyzed, compared, and adjusted to provide a value indication for the land being appraised.

Allocation – Either sales of improved properties are analyzed, and the prices paid are allocated between the land and the improvements, or comparable sites under development are analyzed and the costs of the finished properties are allocated between the land and improvements.

Extraction – Land value is indicated by subtracting the estimated value of the depreciated improvements from the known sale price of the property. This procedure is frequently used when the value of the improvements is relatively low or easily calculated.

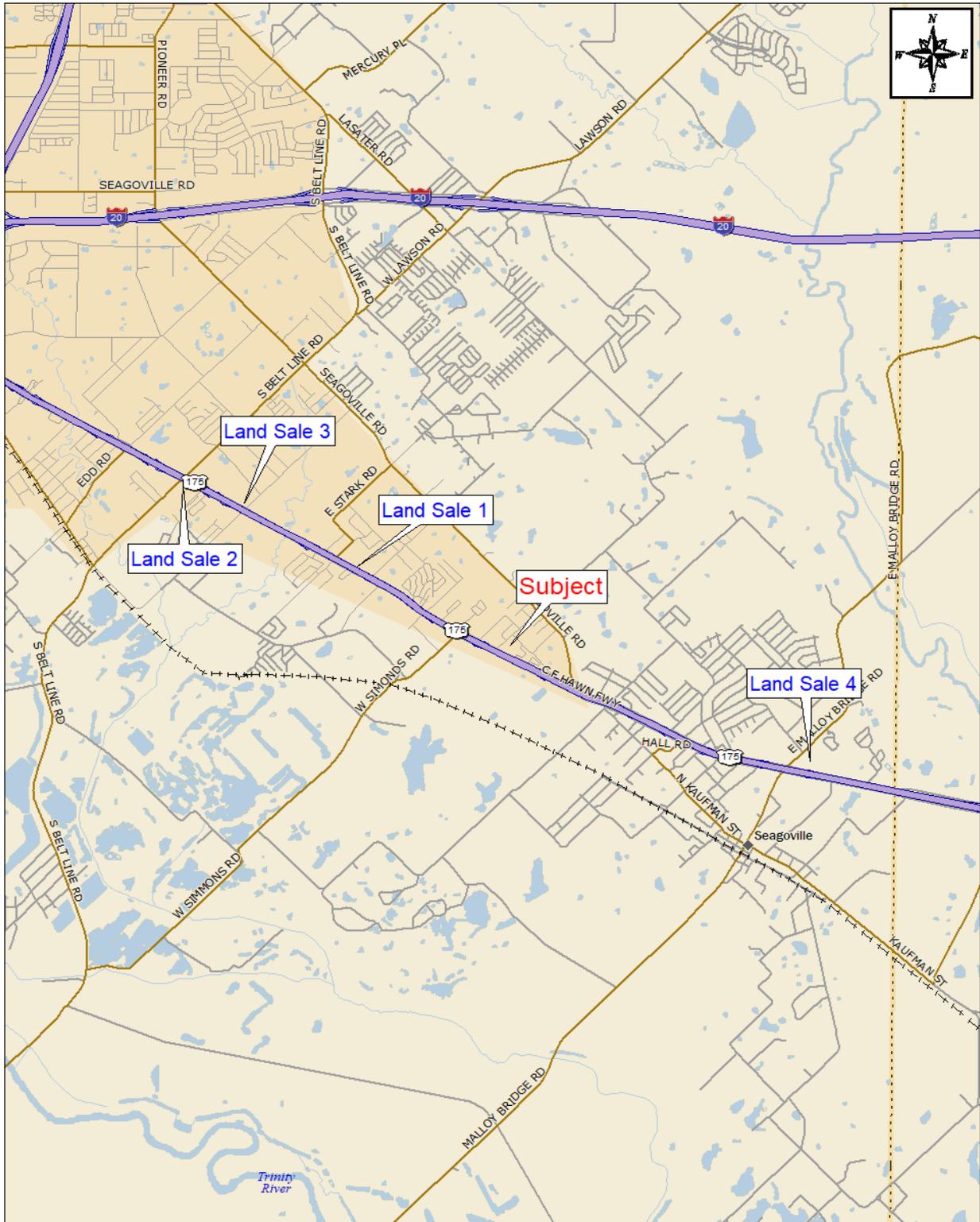
Subdivision Development – The total value of undeveloped land is indicated as if the land were subdivided, developed, and sold. Development costs, incentive costs, and carrying charges are subtracted from the estimated proceeds of sale, and the net income projection is discounted over the period required for market absorption of the developed sites.

Land Residual Technique – The land is assumed to be improved to its highest and best use. The income attributable to the return *on* and *of* the capital invested in the improvements is deducted from the net operating income. The result is the income attributable to the land. This income is capitalized to derive an opinion of land value.

Ground Rent Capitalization – This procedure is used when land rents and land capitalization rates are readily available, e.g., for appraisals in well-developed areas. Net ground rent, the net amount paid for the right to use and occupy the land, is calculated and divided by a land capitalization rate. Either actual or estimated rents can be capitalized using rates that can be supported in the market.

The *sales comparison* method is the best method of developing an opinion of value of the subject. In this method, known sales of similar use land in the market area are compared to the subject to arrive at an indication of value. In arriving at value conclusions, the tracts are compared as to the rights conveyed, financing terms, sale conditions, market conditions, location, and physical characteristics. This approach is used to value land that is vacant or considered vacant for appraisal purposes.

The market was carefully researched for recent sales, leases, listings, or other transactions, which would provide a valid basis for developing an opinion of the market value of the subject by comparison. After reviewing and analyzing the sales, the following sales were extracted from this sample and utilized for the land valuation. These sales are detailed on the following pages.



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Land Sale No. 1



Location	NE/s of US Highway 175, south of Stark Road Seagoville, Dallas County, Texas
Mapsc0	DA-70-T
Legal Description	Lot 1, Block 1, Nabors Addition, City of Seagoville, Dallas County, Texas
Grantor	Tao South I-20, LP
Grantee	2806 Hwy 175 Properties, LLC
Record Data	
Date of Sale	May 31, 2017
Document No.	201700153898
Consideration	\$325,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	2.20
Square Feet	95,832
Price Per SF	\$3.39
Zoning	C (Commercial)
Topography	Mostly level; at grade
Utilities	All available
Shape	Mostly rectangular
Frontage	±360 LF - US Highway 175
Comments	This tract is located on the northeast side of US Highway 175 (CF Hawn Freeway), south of Stark Road. This tract is rectangularly shaped and was previously improved with two buildings, which were razed prior to this sale, and the old parking lot and pylon sign remains. The property was purchased for investment hold.

Land Sale No. 2



Location	Adj. SE/c of US Highway 175 and South Belt Line Road Dallas, Dallas County, Texas
Mapsc	DA-69A-R
Legal Description	Lot, 4, Block C/8806, Comeda Two Addition, an addition to the City of Dallas, Dallas County, Texas
Grantor	Comeda Seagoville Partnership
Grantee	RIM Investments, LLC
Record Data	
Date of Sale	October 26, 2016
Document No.	201600300859
Consideration	\$280,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	2.695
Square Feet	117,394
Price Per SF	\$2.39
Zoning	CS (Commercial Services)
Topography	Mostly level; at grade
Utilities	All available
Shape	Mostly rectangular
Frontage	±506 LF - US Highway 175
Comments	This tract is located adjacent to the southeast corner of US Highway 175 (CF Hawn Freeway) and South Belt Line Road; this tract is mostly rectangularly shaped. According to the broker, this property was purchased for investment hold.

Land Sale No. 3



Location	N/c of US Highway 175 and Woody Road Dallas, Dallas County, Texas
Mapsco	DA-70-N
Legal Description	Tracts 281A and 281A1, Block 8820, City of Dallas, Dallas County, Texas
Grantor	Ammi Investments, LLC
Grantee	Capeti Properties, LLC
Record Data	
Date of Sale	May 18, 2016
Document No.	201600133293
Consideration	\$280,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	4.46
Square Feet	194,278
Price Per SF	\$1.44
Zoning	CS (Commercial Services)
Topography	Mostly level; at grade
Utilities	All available
Shape	Irregular
Frontage	±470 LF - US Highway 175 ±350 LF - Woody Road
Comments	This tract is located along the northern line of US Highway 175 and Woody Road. This tract is irregularly shaped and is covered with some native trees.

Land Sale No. 4



Location	N/s of Crestview Lane, E of East Malloy Bridge Road Seagoville, Dallas County, Texas
Legal Description	Lot 4, Block A, Seagovill Corners III Addition, an addition of the City of Seagoville, Dallas County, Texas
Grantor	Seagoville Venture No. Three - S-SI Rio Grande, LP
Grantee	Seagoville WF, LLC
Record Data	
Date of Sale	August 4, 2015
Document No.	201500207522
Consideration	\$575,000
Terms of Sale	Cash (or cash equivalent) to the seller
Conditions of Sale	Arm's-length
Land Area	
Acres	3.359
Square Feet	146,300
Price Per SF	\$3.93
Zoning	PD-LR (Planned Development - Local Retail)
Topography	Mostly level; at grade
Utilities	All available
Shape	Mostly rectangular
Frontage	±489 LF - Crestview Lane ±40 LF - Two access drives
Comments	This tract is located along the northern line of Crestview Lane, east of East Malloy Bridge Road; this tract is mostly rectangularly shaped. Since this transaction, the tract was improved with a retail store (Tractor Supply).

LAND SALES SUMMARY					
Sale No.	Location	Size		Price Per SF	Date of Sale
		SF	AC		
1	NE/s of US Highway 175, south of Stark Road	95,832	2.200	\$ 3.39	May-17
2	Adj. SE/c of US Highway 175 and South Belt Line Road	117,394	2.695	\$ 2.39	Oct-16
3	N/c of US Highway 175 and Woody Road	194,278	4.460	\$ 1.44	May-16
4	N/s of Crestview Lane, E of East Malloy Bridge Road	146,300	3.359	\$ 3.93	Aug-15
Subject	E/c of US Highway 175 and East Simonds Road	247,290	5.677		

The sales in the sample were selected from a larger group as being most similar in overall physical characteristics as compared to the subject. The land sales occurred between August 2015 to May 2017, range in size from 2.200 acres to 4.460 acres, and range in price from \$1.44 to \$3.93 per square foot. These sales represent the most recent, similar activity in proximity to the subject.

ADJUSTMENT DESCRIPTIONS AND ANALYSIS

The first step in any comparative analysis is to identify which elements of comparison affect property values in the subject market. Each of the basic elements of comparison must be analyzed to determine whether an adjustment is required. If sufficient information is available, a quantitative adjustment can be made.

Adjustments for differences are made to the price of each comparable property to make that property equivalent to the subject in market appeal on the effective date of the opinion of value. The magnitude of the adjustment made for each element of comparison depends on how much that characteristic of the comparable property differs from the subject property. We have considered all appropriate elements of comparison in the following discussions.

In the following analysis, consideration is given for rights conveyed, financing, sale and market conditions, location, and physical characteristics. Property rights conveyed and financing are basic components of sale. Rights conveyed should be identical and financing should be on a cash equivalent basis. Sale conditions require analysis to determine any unusual characteristics. Consideration of market conditions is necessary because of the cyclical nature of the real estate market and continuous economic change. The location adjustment considers factors such as type, compatibility, quality, desirability, and accessibility of area development. Comparison of utility considers such factors as zoning, size, and frontage.

COMPARATIVE ANALYSIS

In analyzing the sales, comparative analyses are used to identify differences between the subject and the comparable sales. The difference in selling price is allocated to the elements of comparison, which the market data indicates contribute to different prices. These adjustments are not intended as exact measurements but are used to define accurately the range of values indicated by the market.

RIGHTS CONVEYED, FINANCING, SALE, MARKETING CONDITIONS, AND LOCATION**Rights Conveyed**

When property rights are sold, they may be the sole subject of the contract or the contract may include other rights, less than all of the real property rights, or even another property or properties. Before the price of a comparable sale property can be used in sales comparison analysis, the appraiser must first ensure that the sale price of the comparable property applies to property rights that are similar to those being appraised. To do so, adjustments may be required before specific differences in the physical real estate can be compared. The sales were evaluated and no adjustments for rights conveyed are considered necessary for Sale Nos. 1, 2, 3, and 4.

Financing

The transaction price of one property may differ from that of an identical property due to different financing arrangements. The cost of financing includes the interest rate and any points, discounts, equity participations, or other charges that the lender requires to increase the effective yield of the loan. The cost and availability of credit for real estate financing influence both the quantity and quality of real estate demanded and supplied. Additional financing adjustments could be made based on owner financing, favorable financing terms, or assumptions. The sales were purchased with cash, or third-party financing which requires no adjustment.

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. The anticipated costs are estimated, unless specific expenditure data are available. The sales were evaluated, and no adjustments are required.

Sale Conditions

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Sales where the conditions significantly affect transaction prices are labeled non-arm's length transactions. Any sales that reflect unusual sale conditions are adjusted accordingly and the circumstances of these non-arm's length transactions are detailed on the sale summary pages. The sales were evaluated and no adjustments for sale conditions are considered necessary for Sale Nos. 1, 2, 3, and 4.

Market Conditions

The sales occurred between August 2015 and May 2017. Adjustments for market conditions are applied if property values have increased or decreased since the transaction dates. Based on our observations and analysis, real estate has appreciated approximately 4% annually. Each sale is adjusted accordingly.

Location

An adjustment for location within a market area may be required when the locational characteristics of a comparable property are different from those of the subject property. Most comparable properties in the same market area have similar locational characteristics, but variations may exist within that area of analysis. A property's location is analyzed in relation to the location of other similar properties. Sale Nos. 1, 2, 3, and 4 are similar in locational appeal as compared to the subject and are not adjusted.

PHYSICAL**Access**

Access has significant bearing on real estate in the market. Access is defined as the points, or number of points available for ingress/egress to the subject site or ease of access to the site from abutting roadways. Sale properties are adjusted based on their inferiority/superiority as compared with the subject. All of the sales are similar in access to the subject, with no adjustments required.

Frontage

Frontage is the number of feet of frontage along the subject roadway or roadways. Sale properties are adjusted based on their inferiority/superiority as compared with the subject. Sales 1, 2, 3, and 4 are considered similar in frontage as compared to the subject and are not adjusted.

Exposure

Exposure is a function of traffic volume or drive-by business potential. Sale properties are adjusted based on their inferiority/superiority as compared with the subject. All of the sales are similar in exposure to the subject and are not adjusted.

Land Sales - Traffic Exposure		
Sale No.	Location	Vehicle Count
1	NE/s of US Highway 175, south of Stark Road	55,200
2	Adj. SE/c of US Highway 175 and South Belt Line Road	65,000
3	N/c of US Highway 175 and Woody Road	55,200
4	N/s of Crestview Lane, E of East Malloy Bridge Road	54,100
<i>Subject</i>	<i>E/c of US Highway 175 and East Simonds Road</i>	<i>55,400</i>

Source: TxDOT and CoStar traffic estimates

Size

The subject site is comprised of 5.677 acres. The size adjustment is based on the premise that, in general, the larger the tract, the less its selling price on a per unit basis. Recent experience with other properties utilizing a linear regression analysis indicates a 5% - 15% adjustment for each doubling/halving (100%) in size. A 10% adjustment is used for this analysis. All sales are adjusted accordingly. Sale Nos. 1, 2, 3, and 4 are adjusted -13%, -11%, -3%, and -7%, respectively for size.

Zoning

The site is zoned PD, Commercial by the City of Seagoville. Sales 1, 2, 3, and 4 are superior in zoning to the subject, and adjustments of -5% are applied to each.

Utilities

Electricity, water, sewer, and phone services are available to the subject. Sale Nos. 1, 2, 3, and 4 are similar in the available utilities as compared to the subject and do not warrant adjustment.

Topography

The subject is level; the subject is determined to be outside the 100-year floodplain. Sale Nos. 1, 2, 3, and 4 are similar in topography as compared to the subject and are not adjusted.

SUMMARY OF ADJUSTMENTS

The previously described adjustments are applied in the following table:

LAND SALES ADJUSTMENTS				
Sale No.	1	2	3	4
No. of Acres	2.200	2.695	4.460	3.359
Size SF	95,832	117,394	194,278	146,300
Sale Date	May-17	Oct-16	May-16	Aug-15
Sale Price	\$325,000	\$280,000	\$280,000	\$575,000
Sale Price Per SF	\$3.39	\$2.39	\$1.44	\$3.93
Rights Conveyed	-0-	-0-	-0-	-0-
Financing	-0-	-0-	-0-	-0-
Sale Conditions	-0-	-0-	-0-	-0-
Immediate Expenditures	-0-	-0-	-0-	-0-
Market Conditions	7%	10%	11%	14%
Adjusted Price	\$3.63	\$2.63	\$1.60	\$4.48
Location	-0-	-0-	-0-	-0-
Access	-0-	-0-	-0-	-0-
Frontage	-0-	-0-	-0-	-0-
Exposure	-0-	-0-	-0-	-0-
Size	-13%	-11%	-3%	-7%
Zoning	-5%	-5%	-5%	-5%
Utilities	-0-	-0-	-0-	-0-
Topography	-0-	-0-	-0-	-0-
Net Adjustment	-18%	-16%	-8%	-12%
Adjusted Price/SF	\$2.98	\$2.21	\$1.47	\$3.94

After adjustments, the comparables range in price from \$1.47 to \$3.94 per square foot, with an average of \$2.65 per square foot and a median of \$2.60 per square foot.

The following table represents the active listings that are similar to the subject property.

SUMMARY OF ACTIVE LISTINGS				
Listing No.	Location	List Price	Size SF	Price Per SF
1	SW/s of US Highway 175, S of Glenn Road (Seagoville)	\$ 150,000	79,149	\$1.90
2	NE/c of US Highway 175 and Greenhaven Road (Seagoville)	\$ 290,000	144,140	\$2.01
3	N/s of US Highway 175, E of East Malloy Bridge Road (Seagoville)	\$ 450,000	187,700	\$2.40
4	Wraps SE/c of US Highway 175 and Malloy Bridge Road (Seagoville)	\$ 3,200,000	965,725	\$3.31
5	SE/c of US Highway 175 and Water Street (Seagoville)	\$ 750,000	125,235	\$5.99

These active listings are considered in the final valuation, as comparable properties under the principle of substitution.

LAND VALUE CONCLUSION

After adjustments, the comparables range in price from \$1.47 to \$3.94 per square foot, with an average of \$2.65 per square foot and a median of \$2.60 per square foot. These comparable sales are representative of land activity in the area. Considering the adjusted sales, with emphasis toward Sale 3, the indicated value of the subject site is estimated at \$1.70 per square foot, or \$420,000, rounded.

Total Land Area					
No. of Square Feet		\$/SF			Indicated Value
247,290	x	\$1.70	=	\$	420,393
				Rounded	\$ 420,000

REASONABLE MARKETING PERIOD

The request to provide a reasonable marketing time opinion exceeds the normal information required for the conduct of the appraisal process and is treated separately from the process.

Reasonable marketing time, as defined by the Uniform Standards of Professional Appraisal Practice, Advisory Opinion No. 7, is an opinion of the amount of time it might take to sell a real or personal property interest in at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

The development of a marketing time opinion uses some of the same data analyzed in the process of developing a reasonable exposure time opinion as part of the appraisal process and is not intended to be a prediction of a date of sale or a one-line statement. It is an integral part of the analyses conducted during the appraisal assignment. This opinion may be expressed as a range and can be based on one or more of the following:

- statistical information about days on market
- information gathered through sales verification
- interviews of market participants
- anticipated changes in market conditions

Related information of market conditions that may affect marketing time includes identification of typical buyers and sellers for the type of real estate involved and typical equity investment levels and financing terms. Reasonable marketing time is a function of price, time, use, and shifting market conditions, e.g. changes in the cost and availability of funds-not an isolated opinion of time alone. The price that may be achieved in the future, at the end of the marketing period, may or may not be equal to the current appraised value opinion, depending on potential changes in the physical real estate, demographic and economic trends, the real estate market, tenancy, property operations, and the effectiveness of the marketing program, among other factors.

A reasonable marketing period for the subject property at the market value opinion stated above is developed in the following manner:

The opinion of value reached herein is considered supportable and reliable. It is based upon recent market data including conversations with area brokers and principals involved in the comparable sales utilized in the valuation of the subject.

According to local brokers, appropriately priced similar properties generally sell within time periods ranging from approximately 8 to 16 months. This opinion was supported by the marketing times reported by several of the parties to the improved comparable sales utilized herein. A reasonable marketing time for the subject property, priced in accordance with the market value opinion concluded in this report, is considered to be 12-18 months.

The undersigned do hereby certify that, except as otherwise noted in this appraisal report:

I have no present or contemplated future interest in the real estate that is the subject of this appraisal report. I have no personal interest or bias with respect to the subject matter of this appraisal report or the parties involved. My engagement in this assignment was not contingent upon developing or reporting predetermined results. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which analyses, opinions and conclusions expressed herein are based, are true and correct.

This appraisal report sets forth all of the assumptions and limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analyses, opinions, and conclusions contained in this report. These are my personal, impartial, unbiased professional analyses, opinions, and conclusions.

This appraisal report has been made in conformity with the Uniform Standards of Professional Appraisal Practice. I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute and in conformity with the rules of the Texas Real Estate Commission. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The Appraisal Institute conducts a program of continuing education for its members. As of the date of this appraisal, Richard McBride has completed the Standards and Ethics Education requirements for Practicing Affiliates of the Appraisal Institute.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. No one provided real property appraisal assistance to the person signing this certification. I certify that Richard McBride personally inspected the property appraised.

PYLES WHATLEY CORPORATION



Richard McBride

State of Texas Certification #TX-1380335-G

RICHARD C. MCBRIDE

Appraisal assignments include retail centers, existing and proposed office buildings, commercial and industrial properties, and multi-family residential. Additional consulting assignments include condemnation and right-of-way work, and other various consulting assignments.

Experience

- ◆ Appraiser with Pyles Whatley Corporation since 2007
- ◆ Over thirteen years experience in electronics manufacturing industry in Process Development and Management.

Education

- ◆ Numerous Appraisal Courses offered by the Appraisal Institute
- ◆ Right-of-way courses offered by the International Right of Way Association
- ◆ Richland College, 1992-1994
 - Engineering
 - General studies

Professional

- ◆ Texas Appraiser Licensing and Certification Board
 - *Certified General Real Estate Appraiser #TX-1380335-G*
- ◆ Appraisal Institute
 - *Practicing Affiliate*
- ◆ International Right of Way Association, Chapter 36, Member

ADDENDA

TAX INFORMATION**Commercial Account #50046550010020000**

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2019)**Address:** 2110 N U S HWY 175**Market Area:** 0**Mapsc0:** 70-Z (DALLAS)**DCAD Property Map****View Photo****Electronic Documents (ENS)****Print Homestead Exemption Form****Owner (Current 2019)**

VICTORY BAPTIST CHURCH
OF SEAGOVILLE
900 N HIGHWAY 175
SEAGOVILLE, TEXAS 751591776

Multi-Owner (Current 2019)

Owner Name	Ownership %
VICTORY BAPTIST CHURCH	100%

Legal Desc (Current 2019)

- 1: SEAGOVILLE PLACE
2: BLK 1 LT 2 ACS 1.153
3:
4: INT200600091028 DD12072005 CO-DC
5: 0465500100200 35004655001
Deed Transfer Date: 3/13/2006

Value

2018 Certified Values	
Improvement:	\$0
Land:	+ \$50,230
Market Value:	= \$50,230
Revaluation Year:	2017
Previous Revaluation Year:	2014

Improvements (Current 2019)

No Improvements.

Land (2018 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	DUPLEX DWELLING	0	0	50,225.0000 SQUARE FEET	STANDARD	\$1.00	0%	\$50,225	N

*** All Exemption information reflects 2018 Certified Values. ***

Exemptions (2018 Certified Values)

No Exemptions

Estimated Taxes (2018 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	SEAGOVILLE	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.7438	\$1.412035	\$0.2531	\$0.124	\$0.2794	N/A
Taxable Value	\$50,230	\$50,230	\$50,230	\$50,230	\$50,230	\$0
Estimated Taxes	\$373.61	\$709.27	\$127.13	\$62.29	\$140.34	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$1,412.64

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.

Commercial Account #50046550010010000

[Location](#) [Owner](#) [Legal Desc](#) [Value](#) [Improvements](#) [Land](#) [Exemptions](#) [Estimated Taxes](#) [Building Footprint](#) [History](#)

Location (Current 2019)

Address: 2108 N U S HWY 175
 Bldg: FRTG
Market Area: 0
Mapsco: 70-Z (DALLAS)

[DCAD Property Map](#)

[View Photo](#)

Electronic Documents (ENS)



[Print Homestead Exemption Form](#)

Owner (Current 2019)

VICTORY BAPTIST CHURCH
 OF SEAGOVILLE
 900 N HIGHWAY 175
 SEAGOVILLE, TEXAS 751591776

Multi-Owner (Current 2019)

Owner Name	Ownership %
VICTORY BAPTIST CHURCH	100%

Legal Desc (Current 2019)

- 1: SEAGOVILLE PLACE REP
 - 2: BLK 1 LT 1 ACS 4.524
 - 3:
 - 4: INT200600091028 DD12072005 CO-DC
 - 5: 0465500100100 35004655001
- Deed Transfer Date:** 3/13/2006

Value

2018 Certified Values	
Improvement:	\$0
Land:	+ \$197,070
Market Value:	=\$197,070
Revaluation Year:	2017
Previous Revaluation Year:	2014

Improvements (Current 2019)

No Improvements.

Land (2018 Certified Values)

#	State Code	Zoning	Frontage (ft)	Depth (ft)	Area	Pricing Method	Unit Price	Market Adjustment	Adjusted Price	Ag Land
1	COMMERCIAL - VACANT PLOTTED LOTS/TRACTS	DUPLEX DWELLING	0	0	197,065.0000 SQUARE FEET	STANDARD	\$1.00	0%	\$197,065	N

* All Exemption information reflects 2018 Certified Values. *

Exemptions (2018 Certified Values)

No Exemptions

Estimated Taxes (2018 Certified Values)

	City	School	County and School Equalization	College	Hospital	Special District
Taxing Jurisdiction	SEAGOVILLE	DALLAS ISD	DALLAS COUNTY	DALLAS CO COMMUNITY COLLEGE	PARKLAND HOSPITAL	UNASSIGNED
Tax Rate per \$100	\$0.7438	\$1.412035	\$0.2531	\$0.124	\$0.2794	N/A
Taxable Value	\$197,070	\$197,070	\$197,070	\$197,070	\$197,070	\$0
Estimated Taxes	\$1,465.81	\$2,782.70	\$498.78	\$244.37	\$550.61	N/A
Tax Ceiling					N/A	N/A
Total Estimated Taxes:						\$5,542.27

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an **official tax bill** from the appropriate agency when they are prepared. Please note that if there is an Over65 or Disabled Person **Tax Ceiling** displayed above, **it is NOT reflected** in the Total Estimated Taxes calculation provided. Taxes are collected by the agency sending you the **official** tax bill. To see a listing of agencies that collect taxes for your property. [Click Here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Dallas Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. We cannot assist you in these matters. These tax estimates are calculated by using the most current certified taxable value multiplied by the most current tax rate. **It does not take into account other special or unique tax scenarios, like a tax ceiling, etc..** If you wish to calculate taxes yourself, you may use the [Tax Calculator](#) to assist you.

ZONING EXCERPT**Division 22. PD Planned Development District Regulations*****Sec. 25.02.531 General purpose and description**

- (a) The city council, after public hearing and proper notice to all parties affected and after recommendation from the planning and zoning commission, may authorize the creation of a Planned Development (PD) overlay district.
- (b) The Planned Development (PD) District is a district which accommodates planned associations of uses developed as integral land use units such as office parks, retail/commercial or service centers, shopping centers, residential developments having a mixture of housing options (e.g., single-family, multifamily, duplex, etc.), or any appropriate combination of uses which may be planned, developed or operated as integral land use units either by a single owner or a combination of owners. A Planned Development district may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts in this article, to ensure the compatibility of land uses, and to allow for the adjustment of changing demands to meet the current needs of the community by meeting one or more of the following purposes:
- (1) To provide for a superior design on [of] lots or buildings;
 - (2) To provide for increased recreation and open space opportunities for public use and enjoyment;
 - (3) To provide amenities or features that would be of special benefit to the property users or to the overall community;
 - (4) To protect or preserve natural amenities and environmental assets such as trees, creeks, ponds, floodplains, slopes, viewscales, or wildlife habitats;
 - (5) To protect or preserve existing historical buildings, structures, features or places;
 - (6) To provide an appropriate balance between the intensity of development and the ability to provide adequate supporting public facilities and services; and
 - (7) To meet or exceed the standards of this article.
- (c) While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established herein to ensure against misuse of increased flexibility.

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.532 Permitted uses

(a) An application for a PD district shall specify the base zoning district(s) upon which the PD is based, and the use or the combination of uses proposed (particularly if any of the proposed uses are not allowed by right in the base zoning district). PD designations shall not be attached to SUP requirements. Specific use permits allowed in a base zoning district(s) are allowed in a PD only if specifically identified as allowable by SUP at the time of PD approval, and if specifically cited as an “additional use” (i.e., to those allowed by right in the PD) in the ordinance establishing the PD. Any use that is not specifically cited as permitted (by right or by SUP) in the applicable base zoning district(s) or the PD ordinance shall be prohibited unless the PD ordinance is amended using the procedures set forth in this article and in division 36 of the zoning ordinance.

(b) In the case of residential PD districts, the proposed lot sizes shall be no smaller than the lot sizes allowed in the base zoning district for each type of housing (e.g., single-family, duplex, etc.) except for minor changes in a small percentage of the lots in order to provide improved design, or to provide flexibility in the layout of the subdivision or diversity in lot size choices.

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.533 Planned development requirements

(a) Any development requirements for a particular PD district that deviate from those of the base zoning district(s) shall be set forth in the amending ordinance granting the PD district. These shall include, but may not be limited to: allowed or additional (i.e., SUP) uses, density, lot area, lot width, lot depth, yard depths and widths, building height and size, building exterior construction, lot coverage, floor area ratio, parking, access, screening, landscaping, accessory buildings, signs, lighting, project phasing or scheduling, property management associations, and other requirements as the city council and planning and zoning commission may deem appropriate.

(b) In the PD district, uses and development standards shall conform to the standards and regulations of the base zoning district(s) unless specifically stated otherwise in the PD ordinance. The base zoning district(s) shall be stated in the PD granting ordinance.

All applications to the city shall list all requested deviations from the standard requirements for the base zoning district(s) as set forth throughout the zoning ordinance as applicable to each base zoning district (applications without this list will be considered incomplete). The PD district shall conform to all other regulations of the applicable base zoning district(s), as well as all other applicable regulations of the zoning ordinance, unless specifically changed or excluded in the ordinance establishing the PD. A PD that is based upon more than one base zoning district shall also include a legal (i.e., metes and bounds) description and graphic exhibit describing/showing the proposed boundaries of each respective area and its base zoning district (e.g., shown as "Proposed PD-R-2", "Proposed PD-LR", etc.).

(c) The ordinance granting a PD district shall include a statement as to the purpose and intent of the PD district granted therein, as well as a general statement citing the reason for the PD request.

(d) The minimum acreage for a planned development request shall be as follows:

- (1) Residential development (R-1 through 5, D or TH): 20 contiguous acres.
- (2) Multifamily development (A or MHP): Ten contiguous acres.
- (3) Nonresidential development (O, LR, C, LM, HM, H/O): Ten (10) contiguous acres.
- (4) Mixed Use (residential and nonresidential): 30 contiguous acres.

(e) The minimum acreages for a planned development request cited in subsection D above may be reduced, or waived altogether, by city council upon approval and adoption of the PD ordinance (with such acreage reduction or waiver specifically cited in the PD ordinance) if the city council makes a finding that at least one of the following special circumstances exist for a specific land parcel:

- (1) The property is located entirely, or at least 75 percent within, the Downtown Redevelopment Overlay District;
- (2) The property is located along U.S. 175, and has at least 200 feet of frontage along U.S. 175; or

(3) The property is surrounded on at least 75 percent of its perimeter by property that has already been developed (i.e., has been final platted and has significant development improvements, such as roads, utilities, storm drainage structures, fire lanes and hydrants, and other similar development improvements, either under active construction or already completed on it).

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.534 Concept plan and site plan requirements for a PD

In establishing a planned development district in accordance with this article, the city council shall approve and file as part of the amending ordinance appropriate plans and standards for each PD district. To facilitate understanding of the request during the review and public hearing process, the concurrent submission of a concept plan shall be required along with the PD zoning application. A preliminary/construction plat may be submitted in lieu of the concept plan for a single- or two-family PD (see the Subdivision Ordinance for submission and other requirements) if the applicant prefers to do so, and if the applicant wishes to expend the resources and funds necessary to prepare a complete preliminary/construction plat submission.

(1) Concept plan. This plan shall be submitted by the applicant at the time of the planned development request. The plan shall show the applicant's intent for the use of the land within the proposed PD district in a graphic manner and, as may be required, supported by written documentation of proposals and standards for development. The city may prepare application form(s) that further describe and explain the following requirements:

(A) Residential PD concept plan. A concept plan shall be submitted with any residential PD zoning request for a development comprised of single-family or two-family (duplex) dwellings on individually platted lots, and shall show general uses, phasing of the development, access, thoroughfares, alleys (if proposed), preliminary lot arrangements, proposed densities, proposed screening, landscaped or private amenity areas, project scheduling, and other pertinent development data. (See the Subdivision Ordinance for additional information on concept plan submission as it relates to the platting of land.)

(i) For a single- or two-family PD (or portion of a PD) - A preliminary/construction plat (see the Subdivision Ordinance) shall be submitted for approval within one year from the approval date of the concept plan for all or some portion of the PD covered by the overall PD concept plan. If a preliminary/construction plat is not submitted within one year, then the PD concept plan shall expire in which case the property owner must submit a new zoning application for approval of a new PD concept plan (along with a zoning application to amend the PD ordinance and its accompanying concept plan) must be submitted for review and approval, in accordance with the procedures set forth in this article, prior to preliminary/construction plat review/approval (and any subsequent issuance of a building permit) for any portion of the PD district.

(B) Nonresidential or multifamily PD concept plan. A concept plan shall be submitted with any nonresidential, multifamily, single-family attached, or manufactured (mobile) home PD zoning request, and shall clearly show all pertinent aspects of the type and nature of the proposed development. The concept plan shall show the types of use(s) proposed; access, topography and boundaries of the PD area; existing physical features of the site; existing and proposed streets, alleys, easements and lot lines; location of existing or proposed public facilities; building heights and locations; parking areas and ratios; fire lanes; screening and landscaped areas; project phasing and scheduling; and other pertinent development data to adequately describe the proposed development (see division 23 of the zoning ordinance for concept plan requirements and procedures).

(i) For a nonresidential, multifamily, single-family attached, or manufactured (mobile) home PD (or portion of a PD) - A detailed site plan shall be submitted for approval (in accordance with subsection (2) below, and with division 23 of the zoning ordinance) within one (1) year from the approval date of the concept plan for all or some portion of the PD covered by the overall PD concept plan. If a detailed site plan is not submitted within one (1) year, then the PD concept plan shall expire in which case the property owner must submit a new zoning application for approval of a new PD concept plan (along with a zoning application to amend the PD ordinance and its accompanying concept plan) must be submitted for review and approval, in accordance with the procedures set forth in this article, prior to detailed site plan review/approval (and any subsequent issuance of a building permit) for any nonresidential, multifamily, single-

family attached, or manufactured (mobile) home portion of the PD district.

(2) PD site plan (detailed). Submission and approval of the detailed PD site plan shall be in accordance with division 23 of the zoning ordinance, and shall accompany an application for a nonresidential, multifamily, single-family attached, or manufactured (mobile) home planned development zoning if the applicant prefers to submit the detailed site plan in lieu of the required PD concept plan. The detailed PD site plan will establish the final plans for development of the planned development district (or any portion thereof), and it shall substantially conform to the site layout and development data approved on the PD concept plan (adopted along with the PD ordinance). If a PD concept plan was previously approved for the overall PD district, then a detailed PD site plan (along with the required engineering/architectural site construction plans and preliminary/construction plat) may be submitted for only the sections or lots that are proposed for immediate development rather than for the entire PD. If no concept plan was approved with the ordinance establishing the PD, then a concept plan for the entire PD must be submitted and approved prior to approval of a detailed site plan (along with the required engineering/architectural site construction plans and preliminary/construction plat) for only the portion(s) of the PD that are proposed for immediate development.

For any single- or two-family residential district (A, R-1 through 5 or Duplex), a preliminary/construction plat shall qualify as the site plan.

(3) Lapse, extension or reinstatement of PD concept plan or PD site plan shall be in accordance with the provisions above and the provisions in division 23 of the zoning ordinance.

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.535 Approval process and procedures

(a) The procedure for establishing a planned development zoning district shall follow the procedures for zoning amendments as set forth in division 36 of the zoning ordinance. This procedure shall be expanded to include concurrent consideration and approval (or denial) of the concept plan that is submitted along with the PD zoning request application. The public hearings conducted for, and the subsequent actions taken upon, the PD zoning request shall also include the accompanying concept plan,

and if the PD is approved then the concept plan shall become a part of the ordinance establishing the PD district.

(b) The ordinance establishing the planned development zoning district shall not be approved (or adopted) until the accompanying concept plan is approved by the city council, and until all other procedural requirements set forth in division 36 and division 23 of the zoning ordinance are satisfied.

(c) When a zoning request for a planned development district is being considered, a written report from the city manager (or his/her designee) discussing the project's impact upon planning, engineering, water utilities, electric, sanitation, building inspection, tax, police, fire and traffic, as well as written comments from applicable public agencies (such as the applicable school district and/or utility companies), may be submitted to the planning and zoning commission prior to the commission making any recommendations to the city council. In the event written comments and advisement are not forthcoming in a reasonable amount of time, the commission may, at its discretion, make a recommendation to the city council without said comments or advisement.

(Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.536 Designation of PDs on the zoning map

All planned development zoning districts approved in accordance with the provisions of this article, as may be amended, shall be prefixed by a "PD" designation and assigned a unique identification number (e.g., PD-1, PD-2, PD-3, and so on), and shall also be referenced on the zoning district map. A list of such planned development districts, showing the uses permitted and any other special stipulations of each PD district, shall be maintained as part of this article. (Ordinance 27-05, sec. 1, 12/15/05)

Sec. 25.02.537 Prior planned development ordinances remaining in effect

Prior to adoption of the ordinance codified in this article, the city council previously established certain planned development districts, some of which are to be continued in full force and effect. The ordinances or parts of ordinances approved prior to the ordinance codified in this article, specified in Appendix A-1, shall be carried forth in full force and effect and are the conditions, restrictions, regulations and requirements which apply to the respective planned development districts shown on the zoning district map as of the effective date of the ordinance codified in this article. Each prior PD ordinance

is hereby assigned a unique identification number (e.g., PD-1, PD-2, PD-3, and so on) as shown in Appendix A-1, and subsequent PD ordinances adopted after the effective date of the ordinance codified in this article shall be similarly numbered for identification purposes. (Ordinance 27-05, sec. 1, 12/15/05)

Editor's note—Appendix A-1 to Ord. 27-05, referred to in section 7 above, is not printed herein.

Secs. 25.02.538–25.02.550 Reserved

Division 16. C Commercial District Regulations

Sec. 25.02.371 Use regulations

In an “C” District, no land shall be used and no building shall be used, erected or converted to any use other than those listed below or those of a like and/or similar use:

Any use permitted in the “LR” Local Retail District.

Artificial flower manufacture.

Artificial limb manufacture.

Automobile dealers.

Automobile laundry.

Auto painting, auto upholstery.

Awning manufacture, cloth, metal, wood.

Aquarium, wholesale.

Book printing, binding, bindery.

Bottling works with syrup manufacture.

Bowling alley.

Bus and truck storage.

Cabinet shop.

Candy manufacture.

Canvas awning manufacture.

Car barns.

Carpenter shop.

Carpet cleaning - washing and scouring if dustproof room and dust-catching equipment is provided.

Carting, express, hauling or storage.

Cement storage.

Ceramic products, handcraft shop having an area of not more than 6,000 square feet.

Clothing manufacture.

Cold storage plant.

Commercial amusement.

Commercial colleges.

Cleaning and dry cleaning establishment having an area in excess of 6,000 square feet.

Contractor's storage yard.

Driving range.

Dry goods, wholesale and storage.

Dyeing plant having more than 6,000 square feet.

Egg candling and grading.

Electrical and neon sign manufacture.

Electrical repairing.

Electro-plating; electro-tying.

Engraving plant.

Envelope manufacture.

Feed store, wholesale and storage.

Florist, wholesale.

Food products manufacture, frozen food lockers, wholesale.

Furniture repair and upholstering - wholesale.

Furniture auction sales.

Hauling, light or heavy.

Household goods, storage.

Ice cream manufacture; ice manufacture.

Job printing and book printing.

Laundry, commercial.

Leather products manufacture.

Lithographing.

Loading or storage tracks.

Looseleaf book manufacture.

Lumberyard (building material).

Market - public.

Mattress making and renovating - where dust precipitating equipment is used.

Milk depot, wholesale.

Millinery manufacture.

Miniature golf course.

Mirror resilvering.

Motion-picture studio, commercial films.

Motorcycle repairing.

Moving and storage company.

Newspaper printing.

Optical goods manufacture.

Paint mixing, but excluding all cooking or baking operations of paints, varnish and lacquers.

Paper products and paper box manufacture.

Photoengraving plant.

Plastic products, molding, casting and shaping.

Penal or correctional institutions for insane, feebleminded, liquor or narcotic.

Printing equipment, supplies, repairs.

Print shop.

Publishing company.

Schools - all types including trade and commercial colleges.

Secondhand furniture.

Seed store, wholesale sales and storage.

Sheetmetal shop.

Shoe store, wholesale sales and storage.

Skating rink.

Storage and sales of used auto parts and accessories when located inside building and in which no automobile or parts of automobiles for sale is stored or displayed in the open.

Storage of trucks, and gravel.

Stone monument works - retail.

Streetcar barns.

Taxicab storage and repairs.

Team tracks and unloading docks, railroads.

Tire retreading and recapping.

Tourist camp.

Trade schools of all types.

Transfer and baggage company.

Trunk manufacturing.

Typesetting.

Used car lot.

Venetian blind manufacturing.

Warehouse, wholesale offices, sales and storage.

Water distillation.

(Ordinance 12-89, sec. 2b, adopted 9/14/89; Ordinance 04-10 adopted 5/6/10; Ordinance 22-2017 adopted 10/2/17)

Sec. 25.02.372 Height regulations

No building shall exceed six standard stories in height unless setback from all lot lines or any required yard lines [is] one foot for each two feet of building height above such six-story limit.

Sec. 25.02.373 Area requirements

(a) Front yard. Where all the frontage on one side of the street between two intersecting streets is located in the “C” District, no front yard shall be required. When the frontage on one side of the street between two intersecting streets is located partly in the “C” District and partly in a more restricted use district, the front yard shall conform to the more restricted use district.

(b) Side yard. No side yard shall be required for commercial or retail use, except:

(1) For a single-family dwelling, two-family dwelling, or a multiple-family dwelling use, a side yard shall be required on each side of the lot as in the “A” District.

(2) On the side of the lot adjoining a single-family, two-family, or Apartment District, there shall be a side yard. No side yard shall be required where the “C” District is separated from any residential district by an alley. The minimum width of the side yard shall be ten feet or ten percent of the average width of the lot, whichever is smaller but a side yard shall not be less than five feet.

(c) Rear yard. No rear yard shall be required for commercial or retail use except where a lot abuts single-family, two-family, or Apartment District and is not separated therefrom by an alley, in which event there shall be a rear yard on the rear of the lot equal to 20 percent of the depth of the lot but in no case shall such rear yard be less than ten feet, but the required rear yard shall not be greater than 24 feet. For a single-family, two-family, or multiple-family dwelling use, there shall be a rear yard on the rear of the lot equal to 20 percent of the depth of the lot, but the required rear yard shall not be greater than 24 feet.

(d) Area of the lot. The minimum lot area requirements for single-family, two-family or multiple-family dwellings shall be the same as those in the Apartment District. Where dwelling facilities are provided above stores, the lot area requirements shall be the same as those required for multiple-family dwellings in the Apartment District.

(e) Width of lot. The minimum width of the lot shall be 60 feet for a single-family dwelling, two-family, or multiple-family dwelling use, for other uses the width may be less than 60 feet.

(f) Parking regulations.

(1) The parking regulations for single-family, two-family, and multiple-family dwellings are the same as those in the Apartment Multiple Dwelling District.

(2) The parking regulations for all local retail uses are the same as those in the “LR” Local Retail District.

(3) Motels shall provide off-street parking space at the ratio of one space for each guestroom.

(4) Dance halls, commercial amusement establishments, nightclubs, and skating rinks shall provide off-street parking at a ratio of one space for each 100 square feet of floor area used for dancing, amusement or skating.

(5) Driving range, amusement parks, miniature golf courses shall provide off-street parking at the ratio of one space for each five persons. The maximum number of patrons which can be served shall be the basis in determining parking requirements.

(6) Manufacturing, industrial, and processing establishments, repair shops, warehouses, storage buildings, lumber and supply yards shall provide off-street parking space at a ratio of one space for each five employees. The maximum number of employees on duty at any time, day or night, shall be the basis determining [for] parking requirements for any establishment. Where the number of employees is indeterminate, off-street parking space shall be provided at a ratio of one space for each 1,000 square feet of floor area.

(7) Retail, office service, industrial and manufacturing buildings shall provide and maintain off-street facilities for loading and unloading of merchandise and goods within the building or on the lot adjacent to a public alley or private service drive to facilitate the

movement of traffic on the public streets. Such space shall consist of a minimum area of ten feet by 25 feet for each 20,000 square feet of floor space or fraction thereof in excess of 3,000 feet in the building or on the lot used for retail, storage or service purposes.

(Ordinance 05-06, sec. 1, adopted 5/4/06)

(8) On-site vehicle stacking for drive-through facilities shall be provided in accordance with [section 25.02.714](#). (Ordinance 04-10 adopted 5/6/10)

(g) Exterior fire-resistant construction. All main buildings shall be of exterior fire-resistant construction having exterior walls constructed of masonry materials as described in [division 32](#), Regulations Applicable to all Districts, [section 25.02.712](#), and in accordance with the city building code, as amended, and fire code, as amended. (Ordinance 05-06, sec. 1, adopted 5/4/06)

Secs. 25.02.374–25.02.390 Reserved

STATE CERTIFICATION

Texas Appraiser Licensing and Certification Board

P.O. Box 12188 Austin, Texas 78711-2188

Certified General Real Estate Appraiser

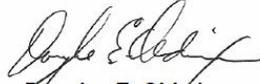
Number: **TX 1380335 G**

Issued: **06/18/2018**

Expires: **06/30/2020**

Appraiser: **RICHARD CLAYTON MCBRIDE**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.


Douglas E. Oldmixon
Commissioner

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** (“Agreement”) to buy and sell real property is entered between Seller and Purchaser as identified below and as of the Effective Date.

Seller: Victory Baptist Church of Seagoville Texas, a Texas non-profit corporation
Attn: Kevin Winchester
900 North Highway 175
Seagoville, Texas 75159

Telephone: (972) 287-1419
E-mail: kevin@ybcseagoville.com

Seller’s Attorney: None

Telephone: _____
E-Mail: _____

Seller’s Broker: None

Telephone: _____
E-Mail: _____

Purchaser: Seagoville Economic Development Corporation, a Texas non-profit corporation
Attn: Patrick Stallings, Executive Director
702 N Hwy 175
Seagoville, Texas 75159

Telephone: (972) 287-6807
E-mail: pstallings@seagoville.us

Purchaser’s Broker: None

PURCHASE AND SALE AGREEMENT

This **Purchase and Sales Agreement** ("Agreement") to buy and sell real property is entered between Seller and Purchaser as identified below and as of the Effective Date.

Seller: Victory Baptist Church of Seagoville Texas, a Texas non-profit corporation
Attn: Kevin Winchester
900 North Highway 175
Seagoville, Texas 75159

Telephone: (972) 287-1419
E-mail: info@vbcseagoville.com

Seller's Attorney: None _____

Telephone:
E-Mail: _____

Seller's Broker: None _____

Telephone:
E-Mail: _____

Purchaser: Seagoville Economic Development Corporation, a Texas non-profit corporation
Attn: Patrick Stallings, Executive Director
702 N Hwy 175
Seagoville, Texas 75159

Telephone: (972) 287-6807
E-mail: pstallings@seagoville.us

Purchaser's Broker: None

**Purchaser's
Attorney:**

Victoria Thomas
Kevin B. Laughlin
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Telephone: (214) 965-9900
Facsimile: (214) 965-0010
E-mail: vthomas@njdhs.com
klaughlin@njdhs.com

Title Company:

Town Square Title Company
Attn: Jessica Barton, Escrow Officer
310 N. 9th Street, Suite A
Midlothian, Texas 76065

Telephone: (972) 935-0800
Facsimile: (972) 938.1045
E-Mail: jbarton@twnsquaretitle.com

Property:

Tract 1: Lot 2, Block 1 of the SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 85036, Page 4275, Deed Records, Dallas County, Texas; and

Tract 2: Lot 1, Block 1 of the REPLAT OF PART OF SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 96236, Page 211, Deed Records, Dallas County, Texas;

together with all right, title and interest of Seller, if any, in and to any (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to storm water detention rights) related to said tract, (v) all permits and approvals relating to said tract. (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract.

Inspection Period:

The period commencing on the Effective Date and ending 60 days after the Effective Date.

- Earnest Money:** \$4,000 to be credited to Purchase Price at Closing, paid to Title Company not later than ten (10) business days after Effective Date; of which \$100 constitutes non-refundable Option Fee
- Option Fee:** \$100 non-refundable portion of Earnest Money to be credited at Closing as part of Earnest Money.
- Closing Date:** Not later than sixty (60) days after the end of the Inspection Period.
- Purchase Price:** **Four Hundred Thirty Thousand and No/100 Dollars (\$430,000.00)** cash at closing.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Sale and Purchase; Reservations.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Purchase and Sale Agreement (“Agreement”) for the Purchase Price and subject to additional consideration set forth in this Agreement.
2. **Title and Survey.**
 - (a) Seller has provided the most recent survey of the Property that Seller has in its possession. Seller shall not be required to obtain a new survey of the Property.
 - (b) Seller has provided Purchaser notice of payment of ad valorem taxes for the prior tax year.
 - (c) Not later than ten (10) days after the Effective Date, Purchaser shall, at Purchaser’s expense, deliver or caused to be delivered to Purchaser:
 - (i) a current commitment for an Owner’s Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;
 - (ii) legible copies of all documents referenced in the Title Commitment that are available to the Title Company;
 - (iii) any environmental or geotechnical studies or reports that Seller may have in its possession as of the Effective Date with respect to the Property;
 - (iv) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any

actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property; and

(v) copies of any leases, rental agreements, licenses, or other similar agreements granting the any person or entity other than Seller the right to possession of the Property.

(d) Seller will deliver to Purchaser not later than three (3) days after requested in writing any other documents or information in Seller's possession relating to the Property which may be reasonably requested by Purchaser.

(e) Not later than twenty (20) days after the Effective Date hereof, Purchaser, at Purchaser's sole option, cost and expense (even if the Closing does not occur), may have a survey (the "Survey") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Report and shall set forth a metes and bounds description of the Property. Upon approval of the Survey by Seller, the legal description contained in said Survey shall be used by the Parties as the legal description contained in the Special Warranty Deed and all other documents related to this Agreement without the necessity of amending this Agreement. Notwithstanding the above, Seller shall deliver to Purchaser the most recent survey obtained by Seller with respect to the Property, and Purchaser may, at Purchaser's sole option and expense, and in lieu of obtaining a new survey, obtain a certificate from a surveyor subject to approval of the Title Company certifying that no changes have occurred since the prior survey. Purchaser shall pay all costs and expenses in connection with any Survey or survey modifications or certificates obtained by Purchaser in connection with the Property, and such obligation of Purchaser shall survive any termination of this Agreement.

(f) Purchaser shall, not later than five (5) days after Purchaser's receipt of the last of the Survey and Title Commitment, notify Seller and Title Company of any objections to the Survey or Title Commitment related to the Property. If there are objections by Purchaser, Seller may, but shall not be required to attempt to satisfy them prior to Closing. Seller shall not be required to incur any cost in connection with the satisfaction of Purchaser's title objections. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, or if Seller does not deliver written notice to Purchaser prior to the expiration of such five (5) day period stating that Seller will cure Purchaser's objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey, in which event, all matters set forth on the Title Commitment and Survey shall be deemed to have been approved by Purchaser and shall constitute "Permitted Exceptions" for purposes of this Agreement, or (ii) terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period without further liability to either Seller or Purchaser, except for obligations of Purchaser which survive termination of this Agreement.

3. **Inspection Period.**

(a) During the Inspection Period, Purchaser and its agents, employees, or contractors shall have the right to enter upon the Property during regular business hours upon reasonable notice to Seller and conduct such inspections, tests and studies as Purchaser may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period and receive a refund of the Earnest Money less the Option Fee. In such event, neither Party shall have any further claim against the other under this Agreement, except for obligations of Purchaser which survive termination of this Agreement. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby, and any claims arising therefrom. Purchaser shall restore any such damages within five (5) days after any entry on to the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser shall be responsible for and shall pay all costs, liabilities, damages and expenses arising in connection with any entry on to or inspections of the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser's obligations under this paragraph shall survive any termination of this Agreement.

4. **Closing.** The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the Parties.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to the Title Company:

(i) a special warranty deed in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to Purchaser; and

(iii) possession of the Property, free of parties in possession.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price in “good funds” as defined by Procedural Rule P-27 of the Texas Title Insurance Basic Manual of the Texas Department of Insurance, less any funds on deposit/in escrow with Title Company;

(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction.

6. **Taxes.** Seller shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorneys’ fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs. In addition, Seller will pay at Closing the pro-rated amount of ad valorem taxes as of the Closing Date for the Property for the calendar year of Closing. PURCHASER REPRESENTS THAT IT IS EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY IT FROM AND AFTER THE DATE OF ITS CONVEYANCE TO PURCHASER. Notwithstanding the foregoing, Seller shall not be responsible for the payment of any amount of taxes, penalties, or interest attributable to “rollback taxes” resulting from any change of use of the Property by Purchaser or any subsequent purchaser after Closing, the responsibility for payment of such rollback taxes being the responsibility of Purchaser. Seller shall take no action with respect to the use of the Property prior to Closing that would result in a change of use that would result in rollback taxes being assessed against the Property prior to Closing and represents that no such change of use has occurred prior to the Effective Date of this agreement.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs, which amounts may be deducted from the Purchase Price notwithstanding anything in this Agreement to the contrary:

(i) All costs related to obtaining any release of mortgage, liens, or security interests on the Property, including the costs or preparation and recording of any related releases of liens (Seller affirms there are none);

(ii) One half of the Title Company’s escrow fee;

(iii) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(v) Seller’s attorney’s fees, if any; and

(vi) Such other incidental costs and fees customarily paid by sellers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

- (i) All fees and premiums for the basic premium and any optional endorsements, deletions, and amendments to the Basic Owner's Title Policy requested by Purchaser;
- (ii) All fees for the Survey (if not paid outside of Closing);
- (iii) One half of the Title Company's escrow fee;
- (iv) Costs related to preparing and recording the special warranty deed;
- (v) All costs and expenses incurred by or on behalf of the Purchaser, including Purchaser's attorneys' fees; and
- (vi) Such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.** The current zoning, the lien for current taxes, any exceptions to title to which no objection is made by Purchaser pursuant to Section 2(c) and any matters set forth on the Title Commitment or Survey as of the date of expiration of the Inspection Period shall be deemed to be Permitted Exceptions. In no case shall any lien created or assumed by Seller which is noted on Schedule C of the Title Commitment be deemed a Permitted Exception with respect to the Property, and, notwithstanding Section 2(c), above, shall be cured prior to Closing. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which relate to Seller's corporate existence or authority, remove all liquidated liens created or assumed by Seller, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement which are not permitted pursuant to the provisions of this Agreement, and use due diligence to cure the Title Objections that Seller has agreed to cure by written notice to Purchaser.

9. **Representations and Covenants.**

(a) Seller represents and covenants that: (a) it has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (c) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to Section 2(a), it has no actual knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; and (d) it will not hereafter encumber the Property. SELLER AGREES TO INDEMNIFY, DEFEND, AND HOLD PURCHASER HARMLESS FROM AND AGAINST ALL CLAIMS FOR DAMAGES AND INJURIES TO PERSON OR PROPERTY RELATED TO ANY TOXIC OR HAZARDOUS SUBSTANCES RELEASED OR DISPOSED ON THE PROPERTY PRIOR TO CLOSING, WHETHER RELEASED OR DISPOSED OF BY

SELLER OR A THIRD-PARTY, AND SHALL FURTHER INDEMNIFY, DEFEND AND HOLD PURCHASER HARMLESS FROM, AND BE SOLELY RESPONSIBLE FOR, ANY AND ALL COSTS INCURRED BY PURCHASER TO REMEDIATE SUCH CONTAMINATION TO THE EXTENT REQUIRED BY APPLICABLE LAWS AND REGULATIONS.

(b) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 9. The representations and indemnities set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

(a) Purchaser represents that as of the Closing Date that it:

(i) will have fully inspected, or been provided the opportunity to inspect, the Property; and

(ii) will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the structures, improvements, soils, subsurface, drainage, surface and groundwater quality, and all other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; encroachments; acreage and other survey matters and the character and suitability of the Property.

(b) Purchaser acknowledges and agrees that the Property is being purchased and will be conveyed "AS IS" with all faults and defects, whether patent or latent, as of the Closing.

(c) Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser acknowledges and agrees that Seller has made no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Purchaser by Seller or any employee or agent of Seller, except as specifically set forth in this Agreement. Except with respect to the quality of the title being conveyed by Seller pursuant to this Agreement, Purchaser hereby releases Seller and its agents and beneficiaries from all claims, suits, liabilities, costs, damages, expenses, and attorneys' fees arising from or related to any fault, defect, or condition affecting the Property.

11. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser may, as Purchaser's sole and exclusive remedies, (i) seek specific performance or (ii) terminate this Agreement and receive a refund of the Earnest Money and Option Fee.

12. **Notices.** Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by facsimile transmission, to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the Party's attorney at the addresses indicated above. No notice shall be effective unless it has also been emailed to the other party.

13. **Miscellaneous.**

(a) **Entireties.** This Agreement contains the entire agreement of the Parties pertaining to the Property.

(b) **Modifications.** This Agreement may only be modified by a written document signed by both Parties.

(c) **Assignment.** Neither Party may assign its rights under this Agreement without the prior written consent of the other Party.

(d) **Time is of the Essence.** Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

(e) **Effective Date.** The Effective Date of this Agreement shall be the date on which the following conditions have been satisfied:

(i) authorized representatives of the Parties have signed this Agreement; and

(ii) a fully signed copy of this Agreement has been delivered to the Title Company as acknowledged by the Title Company's signed receipt.

(f) **Non-Business Day.** If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.

(g) **Brokers.** The Parties represent and warrant that they have not worked with any broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party shall indemnify each other from any claim for brokers' commissions relative to the sale of the property and alleged to be due.

(h) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or

account for more than one such counterpart. Signed documents and signatures transmitted by electronic mail to the other parties shall also be accepted as original signatures.

(i) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(j) Law Governing. This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

(k) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the Closing shall survive.

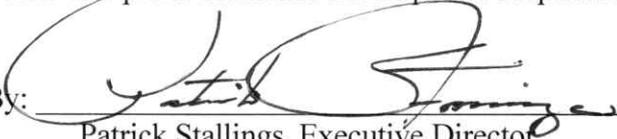
(l) Attorney's Fees: The prevailing party in any legal proceeding brought in relation to the agreement or transaction will be entitled to recover from the non-prevailing party all court costs, reasonable attorneys' fees and all other reasonable litigation expenses. Mediation shall be a pre-requisite to any initiation of any legal proceeding by any party to this agreement, and absent mediation, this agreement shall become an acknowledgement to abate any legal proceeding pending completion of Mediation within 20 days after notice to the parties.

(signatures on following page)

SIGNED AND AGREED this the 16 day of May 2019.

PURCHASER:

Seagoville Economic Development Corporation, a
Texas non-profit economic development corporation

By: 
Patrick Stallings, Executive Director

SIGNED AND AGREED this the 16 day of May 2019.

SELLER:

Victory Baptist Church of Seagoville Texas

By: 
Name: KEVIN WINCHESTER
Title: MINISTER OF FINANCE

RECEIPT OF CONTRACT

Title Company acknowledges receipt of a copy of this Agreement executed by both
Purchaser and Seller on the ___ day of _____, 2019.

By: _____

Name: _____

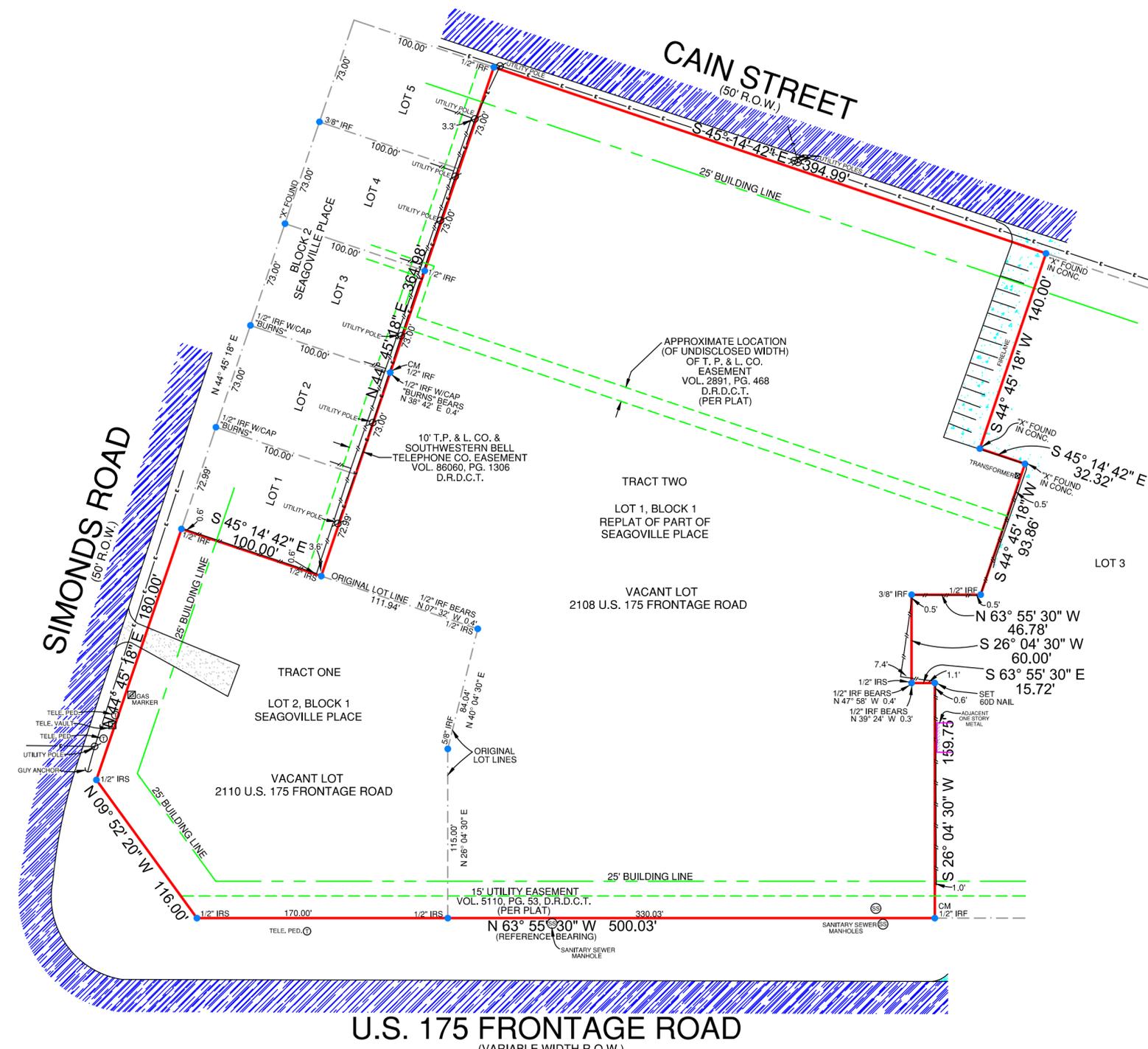
Title: _____

Town Square Title Company
310 N. 9th Street, Suite A
Midlothian, Texas 76065

PROPERTY DESCRIPTION:

TRACT ONE: LOT 2, BLOCK 1, OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 85036, PAGE 4275, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.

TRACT TWO: LOT 1, BLOCK 1, OF REPLAT OF PART OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 86236, PAGE 211, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.



THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING:
 (109) EASEMENT, VOL. 87131, PG. 1290, D.R.D.C.T.

FEMA NOTE

FLOOD INFORMATION:
 THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE 'X' RATING AS SHOWN BY MAP NO. 48113C0540 K, DATED JULY 7, 2014.

SURVEYOR'S CERTIFICATION:
 THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE. THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

GENERAL NOTES

- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED ON THE PLAT RECORDED IN VOL. 85036, PG. 4275, P.R.D.C.T.
- 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
- 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER LISTED HEREON.
- 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
- 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
- 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
- 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
- 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

**2108 AND 2110 U.S. 175 FRONTAGE ROAD
 CITY OF SEAGOVILLE
 DALLAS COUNTY, TEXAS**

GF#: 019-36058

BORROWER:
 SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION

PREMIER JOB #: 19-03651

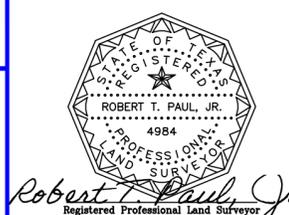
TECH: AV DATE: 06/10/19

FIELD: JC FIELD DATE: 06/10/19

CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPHALT	WROUGHT IRON FENCE
WOOD	BARB WIRE FENCE
STONE	R.R. TIE RETAINING WALL
GRAVEL	BRICK WALL
COVERED AREA	STONE WALL
CM = CONTROLLING MONUMENT	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRF = IRON ROD FOUND
	IPF = IRON PIPE FOUND
	IRS = IRON ROD SET
	MFCP = METAL FENCE COR POST
	WFPC = WOOD FENCE COR POST



Premier
 Surveying LLC
 5700 W. Plano Parkway
 Suite 1200
 Plano, Texas 75093
 Office: 972-612-3601
 Fax: 855-892-0468
 Firm Registration No. 10146200



Consent Session Agenda Item: 3

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for June 17, 2019.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for June 17, 2019.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

June 17, 2019 Work Session Minutes
June 17, 2019 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
JUNE 17, 2019**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:32 p.m. on Monday, June 17, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting minutes for June 3, 2019 and June 6, 2019 (City Secretary)

No questions.

2. General Fund Budget Workshop (Director of Finance)

Finance Director Harvey stated during the fiscal year 2020 budget year will be discussed and a final draft will be brought back to Council for approval.

Adjourned at 6:34 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JUNE 17, 2019**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, June 17, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Finance Director Patrick Harvey, Senior Finance Accountant Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation led by Councilmember Magill.*

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

Mayor’s Report – *None.*

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

None.

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

- 1. Consider approving City Council Meeting minutes for June 3, 2019 and June 6, 2019 (City Secretary)**

Motion to approve City Council Meeting minutes for June 3, 2019 and June 6, 2019 – Magill, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. General Fund Budget Workshop (Director of Finance)

Finance Director Harvey presented the General Fund Financial Summary.

After some discussion concerning Senate Bill 2, Councilmember Hernandez requested Staff research the affects Senate Bill 2 will have on small cities.

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

Councilmember Magill stated Concorde Circle is looking good.

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

None.

Adjourned at 7:36 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 4

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Conduct interviews with Boards & Commissions Applicants for appointments and conduct reappointments for expired terms.

BACKGROUND OF ISSUE:

On April 1, 2019 City Council passed an Ordinance stating criminal history checks will be performed on all Board & Commissions Applicants. The Ordinance also states an applicant finally convicted of a felony, a class A misdemeanor, a misdemeanor classified as an offense against a person, a misdemeanor classified against public administration or official misconduct, a misdemeanor classified as an offense against public order or decency, a misdemeanor violation of any law intended to control the possession or distribution of any controlled substance, or any offense involving moral turpitude shall not be considered for appointment.

In compliance with the Ordinance, Staff updated the Boards & Commissions Application to include consent of the criminal history check and sent to all members. Staff also performed research concerning companies that conducts nationwide criminal history checks. A criminal history check was performed on all members that consented.

Additionally, it is time to reappoint Boards & Commissions Members, and appoint new applicants. All reappointments and new applicants presented have passed the criminal history check. New applicants have been invited to the Council Meeting for any questions.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

List of reappointments

CITY PLANNING & ZONING COMMISSION

	Place	Appt. Date	Term Expires
Vacant	1		
Mike Dupuis (Vice Chair)	2	6/2016	6/2020
Vacant	3		
Vacant	4		
David Grimes	5	3/2018	6/2020
Scott Englert	6	3/2018	6/2020
Howard Sanders	7	5/2018	6/2020

Reappointees:	New Applicants:
	Olu Olajimi
	Charles Galbreth

BOARD OF ADJUSTMENTS

	Place	Appt. Date	Term Expires
Jerry Yearout	1	7/2015	6/2019
Sidney M. Sexton, Jr.	2	8/2013	6/2020
Vacant	3		
Nancy Ashley	4	6/2016	6/2020
Lorin Mullens	5	6/2016	6/2020
Vacant	Alt. #1		
Vacant	Alt. #2		

Reappointees:	New Applicants:
Jerry	

ANIMAL SHELTER OVERSIGHT COMMITTEE

	Place	Appt. Date	Term Expires
Dr. Karen Williams	1	6/2009	6/2020
Sgt. Karl Bailey	2		
Bettye Baker	3	8/2012	6/2020
Justin Harley	4		
David Grimes	5	11/2017	6/2019

Reappointees:	New Applicants:
David	

LIBRARY BOARD

	Place	Appt. Date	Term Expires
Vacant	1		
Reba Groblebe	2	6/2008	6/2020
Mary Graham	3	6/2009	6/2019
Judy Whitehead	4	6/2016	6/2020
Pat Bearden	5	6/2007	6/2019
Renee Dominguez	6	6/2017	6/2019

Reappointees:	New Applicants:
Mary	
Pat	
Renee	

KEEP SEAGOVILLE BEAUTIFUL COMMISSION

	Place	Appt. Date	Term Expires
Vacant	1		
Vacant	2		
Scott Englert	3	3/2018	6/2020
Vacant	4		
Charlotte Hernandez	5	6/2009	6/2019
Kara Dodson	6	7/2014	6/2020
Vacant	7		

Reappointees:	New Applicants:
	Bonnie Goodson
Charlotte	

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

	Place	Appt. Date	Term Expires
Barbara Sherman	1	7/2015	6/2019
F.L. Stepper Sebastian	2	6/2008	6/2020
Martin Ashley	3	11/2016	6/2020
Howard Sanders	4	5/2018	6/2020
Jose Hernandez	5	1/2016	6/2019
Harold Magill	6	6/2016	6/2019
Alvin Ross	7	6/2018	6/2020

Reappointees:	New Applicants:
Barbara	
Jose	
Harold	

Regular Session Agenda Item: 5

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Discuss a concept plan concerning Fire Station #2.

BACKGROUND OF ISSUE:

AECOM, a consulting firm, was hired to conduct a feasibility study to understand the number of fire stations that are necessary for today and future emergency needs in the City of Seagoville. Based on their analysis and future population growth, additional fire stations are currently needed.

The concept plan for Fire Station #2 was prepared by Halff & Associates Inc., according to the findings of AECOM. Fire Station #2 will be advertised for bids and then Council will be asked to award the bid.

FINANCIAL IMPACT:

\$1,285,000 to include construction for Fire Station #2

RECOMMENDATION:

To move forward with bidding process.

EXHIBITS:

Regular Session Agenda Item: 6

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution authorizing the execution of an Interlocal Agreement with the North Central Texas Council of Governments and other Member Government Participants in a Trinity River Corridor Interlocal Agreement in pursuit of a common vision for the addition of East Fork Trinity Communities.

BACKGROUND OF ISSUE:

Chapter 791 of the Texas Government Code, as amended, authorizes legally constituted political subdivisions of the State of Texas to enter into inter-local contracts and agreements with each other regarding governmental functions and services.

The North Central Texas Council of Governments (NCTCOG) has been coordinating the Trinity River Common Vision and Corridor Development Certificate (CDC) Program since 1989 to stabilize and reduce flood risks while promoting responsible community development along the Trinity River corridor.

The inclusion of additional entities in a regional strategy to address flood risk along the Trinity River system will benefit not only the new participants, but also those that have been participating in the program in the past.

The local governments along the East Fork of the Trinity River intend to cooperate with each other, the NCTCOG, other Trinity River Common Vision participants, the U.S. Army Corps of Engineers, and other local, state, and federal entities through NCTCOG in pursuit of a Common Vision for the Trinity River Corridor.

The purpose of this Inter-Local Agreement is to add the East Fork Trinity River and the communities of Balch Springs, Combine, Crandall, Forney, Hutchins, Mesquite, Seagoville, Sunnyvale, Wilmer, Ellis County, and Kaufman County to the Common Vision for the Trinity River Corridor.

The Inter-Local Agreement provides the mechanisms and framework for local participation and cost-sharing with NCTCOG to achieve the goals of the Trinity River Common Vision.

The parties to this Agreement understand that entering into this Inter-Local Agreement are in no way obligated to any other party to participate in any joint project without the express approval of all parties.

FINANCIAL IMPACT:

The estimated annual cost of the Trinity River Common Vision program will be calculated by the NCTCOG and then divided among all participants of the Trinity River Common Vision for inclusion in each municipality's annual budget. The amount is to be based on the number of acres of land within the FEMA-identified special flood (SPF) hazard area of the Trinity River basin that has a 1 in 100 chance of being inundated with water during a storm event. Seagoville was estimated to have 3,063 acres of SPF. At the base rate of \$1.15 per acre of SPF, the established cost for Seagoville in FY 2018 was estimated to be \$3,536.00. Identified acreage for each municipality is subject to change upon completion of detailed East Fork study and future acreage/dollar amounts subject to increase with the annexation of unincorporated areas into incorporated municipalities. The initial figures are estimates and will not be finalized until the completion of the East Fork Trinity detailed study by FEMA.

RECOMMENDATION:

Staff recommends the adoption of this resolution.

EXHIBITS:

- Resolution
- Exhibit A: Inter-Local Agreement
- Exhibit 1: Map of Existing and Proposed CDC Zones
- Appendix 1: Trinity River Corridor Development Certificate (CDC) Process
- Appendix 2: Resolution authorizing the Inter-Local Agreement in Pursuit of a Common Vision
- Attachment B: Inter-Local Agreement in Pursuit of a Common Vision

RESOLUTION NO.

**RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT
WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND OTHER
MEMBER GOVERNMENT PARTICIPANTS IN A TRINITY RIVER CORRIDOR
INTERLOCAL AGREEMENT IN PURSUIT OF A COMMON VISION
FOR THE ADDITION OF EAST FORK TRINITY COMMUNITIES**

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the "Act"), cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been coordinating the Trinity River Common Vision and Corridor Development Certificate Program since 1989 to stabilize and reduce flood risks while promoting responsible community development along the Trinity River corridor; and,

WHEREAS, the inclusion of additional entities in a regional strategy to address flood risk along the Trinity River system will benefit not only the new participants, but also those that have been participating in the program in the past; and,

WHEREAS, the City of Seagoville and other local governments along the East Fork of the Trinity River intend to cooperate with each other, the NCTCOG, other Trinity River Common Vision participants, the U.S. Army Corps of Engineers, and other local, state, and federal entities through NCTCOG in pursuit of a Common Vision for the Trinity River Corridor; and,

WHEREAS, the Interlocal Agreement under consideration, attached hereto as Exhibit "A" would add the East Fork Trinity River and the communities of Balch Springs, Combine, Crandall, Forney, Hutchins, Mesquite, Seagoville, Sunnyvale, Wilmer, Ellis County, and Kaufman County to this process; and,

WHEREAS, that Interlocal Agreement provides the mechanisms and framework for local participation and cost-sharing with NCTCOG to achieve the goals of the Trinity River Common Vision; and,

WHEREAS, entering into this Interlocal Agreement would not obligate the City of Seagoville to participate in any joint project without the express approval of the City Council of the City of Seagoville; and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council finds it to be in the best interest of the general welfare of the citizens of the City of Seagoville to authorize the City Manager to execute the Interlocal Agreement on behalf of the City of Seagoville;

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

Section 1. The City Council of the City of Seagoville endorses the Trinity River Corridor Interlocal Agreement in Pursuit of a Common Vision for the Addition of East Fork Trinity Communities" as endorsed by the Executive Board of the North Central Texas Council of Governments, attached hereto as Exhibit "A."

Section 2. The City Manager or his designee is hereby authorized to execute the Interlocal Agreement with the NCTCOG and other program participants attached hereto as Exhibit "A."

Section 3. This resolution shall be in effect immediately upon its adoption.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE,
DALLAS COUNTY, TEXAS THIS THE 1ST DAY OF JULY, 2019.**

ATTEST:

APPROVED:

Kandi Jackson, City Secretary

Dennis K. Childress, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(062719 TM 109112)

EXHIBIT "A"

**TRINITY RIVER CORRIDOR INTERLOCAL AGREEMENT
IN PURSUIT OF A COMMON VISION
FOR THE ADDITION OF EAST FORK TRINITY COMMUNITIES
TO THE COMMON VISION PROGRAM**

This Interlocal Agreement ("Agreement") effective Month Day, 2019, is voluntarily entered into between the cities of Balch Springs, Combine, Crandall, Forney, Hutchins, Mesquite, Seagoville, Sunnyvale, Wilmer, Ellis County, and Kaufman County, political subdivisions duly incorporated under the Constitution and laws of the State of Texas acting by and through their respective City Councils or Commissioners Courts; the North Central Texas Council of Governments (NCTCOG), a political subdivision of the State of Texas acting by and through its Executive Board; and other governmental entities consenting hereto,

WITNESSETH

WHEREAS, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, (the "Act"), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the parties to this Agreement recognize that the Trinity River Corridor is a unique regional resource in the heart of a growing region; that local governments are responsible for the overall health, safety and welfare of their citizens and thus must take the lead as stewards of the river corridor; and that actions of upstream and downstream communities within the river corridor directly affect each other such that individual local goals for flood management, transportation, greenway, waste management, conservation and development can only be achieved through cooperative management of the river corridor; and,

WHEREAS, the North Central Texas Council of Governments (NCTCOG) has been coordinating the Trinity River Common Vision and Corridor Development Certificate Program since 1989 to stabilize and reduce flood risks while promoting responsible community development along the Trinity River corridor; and,

WHEREAS, the Trinity River Common Vision Program has been an effective and beneficial partnership between NCTCOG, our member governments, the U.S. Army Corps of Engineers, and the Texas Water Development Board since 1989 to promote collective decision making for sustainable floodplain management and development in North Central Texas; and,

WHEREAS, a "Resolution for a Joint Trinity River Corridor Development Certificate Process" was adopted on December 15, 1988 by the Steering Committee of the Trinity River Corridor Interjurisdictional Management Program, included as Appendix 1; and,

WHEREAS, a "Resolution Authorizing Trinity River Corridor Interlocal Agreement in Pursuit of a Common Vision" was adopted by the NCTCOG Executive Board on November 16, 1989, included as Appendix 2; and,

WHEREAS, each of the political authorities endorsed the above Interlocal Agreement including the cities of Arlington, Carrollton, Coppell, Dallas, Farmers Branch, Fort Worth, Grand Prairie, Irving, and Lewisville; the counties of Dallas, Denton, and Tarrant; Tarrant Regional Water District and the Trinity River Authority (example by Arlington included as Appendix 3); and,

WHEREAS, the parties to this Agreement for the addition of the East Fork Trinity communities to the Common Vision Program intend to cooperate with each other, including the cities of Balch Springs, Combine, Crandall, Forney, Hutchins, Mesquite, Seagoville, Sunnyvale, Wilmer, Ellis County, and Kaufman County, and join other Trinity River Common Vision participants, the NCTCOG, the U.S. Army

Corps of Engineers, and other local, state, and federal entities through NCTCOG in pursuit of a Common Vision for the Trinity River Corridor; and,

WHEREAS, parties to this Agreement are responsible for participating in the Trinity River Common Vision Steering Committee and the Flood Management Task Force, which express the needs of the participating communities through a recommended annual work program, as well as the Corridor Development Certificate (CDC) process, all of which are administered by NCTCOG; and,

WHEREAS, this Interlocal Agreement provides the mechanisms and framework for local participation and cost-sharing with NCTCOG to achieve the goals of the Trinity River Common Vision; and,

WHEREAS, the parties to this Agreement understand that entering into this Agreement in no way obligates any party to participate in any joint project without the express approval of the party;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and subject to the conditions herein set forth, the parties hereto covenant, agree, and bind themselves as follows:

ARTICLE 1. – DEFINITIONS

For purposes of this Agreement:

TRINITY RIVER CORRIDOR – means the bed and banks of the river segments from the dams of Lewisville Reservoir, Grapevine Reservoir, Lake Worth, Benbrook Reservoir, Lake Arlington, and Mountain Creek Lake downstream to the Malloy Bridge Road crossing in southeast Dallas County, and all of the adjacent land area and all watercourses contained within the boundaries of the river floodplain for at least a 100-year flooding event/recurrence interval as designated by the Trinity River Common Vision Steering Committee and as generally shown in Exhibit 1.

EAST FORK ADDITION TO THE TRINITY RIVER CORRIDOR – means the bed and banks of the river segments from the dam of Lake Ray Hubbard downstream to the confluence with the Trinity River, and the segment of the Trinity River from the Malloy Bridge Road crossing in southeast Dallas County to the most southwest point of Kaufman County, and all of the adjacent land area and all watercourses contained within the boundaries of the river floodplain for at least a 100-year flooding event/recurrence interval as designated by the Trinity River Common Vision Steering Committee and as generally shown in Exhibit 2.

UPPER TRINITY RIVER BASIN – means all of the Trinity River watershed upstream of the most southwest point of Kaufman County.

CORRIDOR DEVELOPMENT CERTIFICATE PROCESS- means that process outlined in the latest edition of the Corridor Development Certificate (CDC) Manual in which participating communities review proposed development applications in the established corridor and cooperate with the USACE for technical review to ensure the proposed development meets the CDC criteria.

ARTICLE 2. – PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the following objectives:

- Cooperate in pursuit of a Common Vision for the Trinity River Corridor and additions, including flood management, transportation, greenway, waste management, conservation, development, and other appropriate elements.

- Reduce flooding risks and provide environmental enhancements within the Trinity River Corridor and additions by participating with the Trinity River Common Vision program's cities, regional entities, state and federal partners, and NCTCOG in planning for needs and goals.
- Fund the Trinity River Common Vision Program on a yearly cost-sharing basis, as determined by each fiscal year's work program recommended by the Flood Management Task Force and approved by the Trinity River Common Vision Steering Committee.
- Provide the means for cities, counties, and special districts to negotiate Local Cooperation Agreement(s) with regional, state, and federal partners for the implementation of specific elements related to the Trinity River Common Vision program.
- Provide administrative guidance on Trinity River Common Vision elements including committee structure; the CDC review process; evaluation and recommendations of potential structural and/or nonstructural solutions for flood protection, environmental enhancement, water quality, recreation, and other allied purposes in the Trinity River corridor and additions; and maintenance of up-to-date engineering-scale mapping and modeling.

ARTICLE 3. – ADMINISTRATIVE AND POLICY STRUCTURE

The administrative and policy structure under this Agreement is as follows:

- Trinity River Common Vision Steering Committee will provide policy guidance for the cooperative program and make recommendations to the governing bodies of the parties; each NCTCOG member party to this Agreement except NCTCOG will be entitled to appoint one member from its governing body and a designated alternate to the Steering Committee; parties which provide funding support have voting representatives, while others are ex-officio non-voting. The Steering Committee generally meets once per year; circumstances may arise which require special meetings in addition to this schedule.
- Flood Management Task Force members will be appointed by the Steering Committee as appropriate to provide advice and assistance; Flood Management Task Force will generally consist of senior staff members from the participating entities, and may include representatives from other local governments, state agencies, federal agencies, the private sector, and public interest groups. Flood Management Task Force generally meets 4-5 times per year; circumstances may arise which require special meetings in addition to this schedule.
- NCTCOG will be the administrative agent under this Agreement pursuant to the Act. NCTCOG will submit an annual coordinated work program and budget for Steering Committee approval. Unless modified by the Steering Committee, each city will contribute its cost share for NCTCOG funding support based on the percentage of its jurisdictions' land area within the Trinity River Corridor and additions, while any other political subdivision with a voting representative on the Steering Committee will contribute five percent of the total yearly budget.
- This Agreement is not intended to duplicate or diminish the products, assistance, representation, or services received by participating entities through NCTCOG membership.
- The Steering Committee may seek funding and approve cooperative planning studies among the parties, with state and federal agencies, and with any other entities to accomplish the purposes of the Agreement.
- In accordance with the Act, the parties will make payments for services rendered under this Agreement from available current revenues.

ARTICLE 4. – ADDITIONAL PARTIES

Additional political subdivisions in or near the Trinity River Corridor may become parties to this Agreement by first obtaining endorsement by the Steering Committee, approving the terms and conditions of this Agreement, providing cost share funding support for NCTCOG if it wishes to have a voting member of the Steering Committee, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

ARTICLE 5. – RENEWALS AND AMENDMENTS

This Agreement will be in effect for one year from the effective date of this Agreement, and will be considered automatically renewed for each succeeding year. A party may withdraw from this Agreement, through a vote of its governing body, provided it has notified the Steering Committee of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all parties.

ARTICLE 6. – SEPARABILITY CLAUSE

If any provision of this Agreement of any application hereof shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

ARTICLE 7. – GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.

Signature

Date

Printed Name

Signature

Title

City of Balch Springs

Printed Name

Date

Title

City of Sunnyvale

Date

Signature

Printed Name

Signature

Title

City of Forney

Printed Name

Title

City of Combine

Date

Signature

Printed Name

Title

City of Mesquite

Date

Signature

Printed Name

Title

City of Seagoville

Date

Signature

Printed Name

Title

City of Crandall

Date

Signature

Printed Name

Title

City of Wilmer

Date

Signature

Printed Name

Title

City of Hutchins

Date

Signature

Printed Name

Title

Kaufman County

Date

Signature

Printed Name

Title

Ellis County

Date

Signature

Printed Name

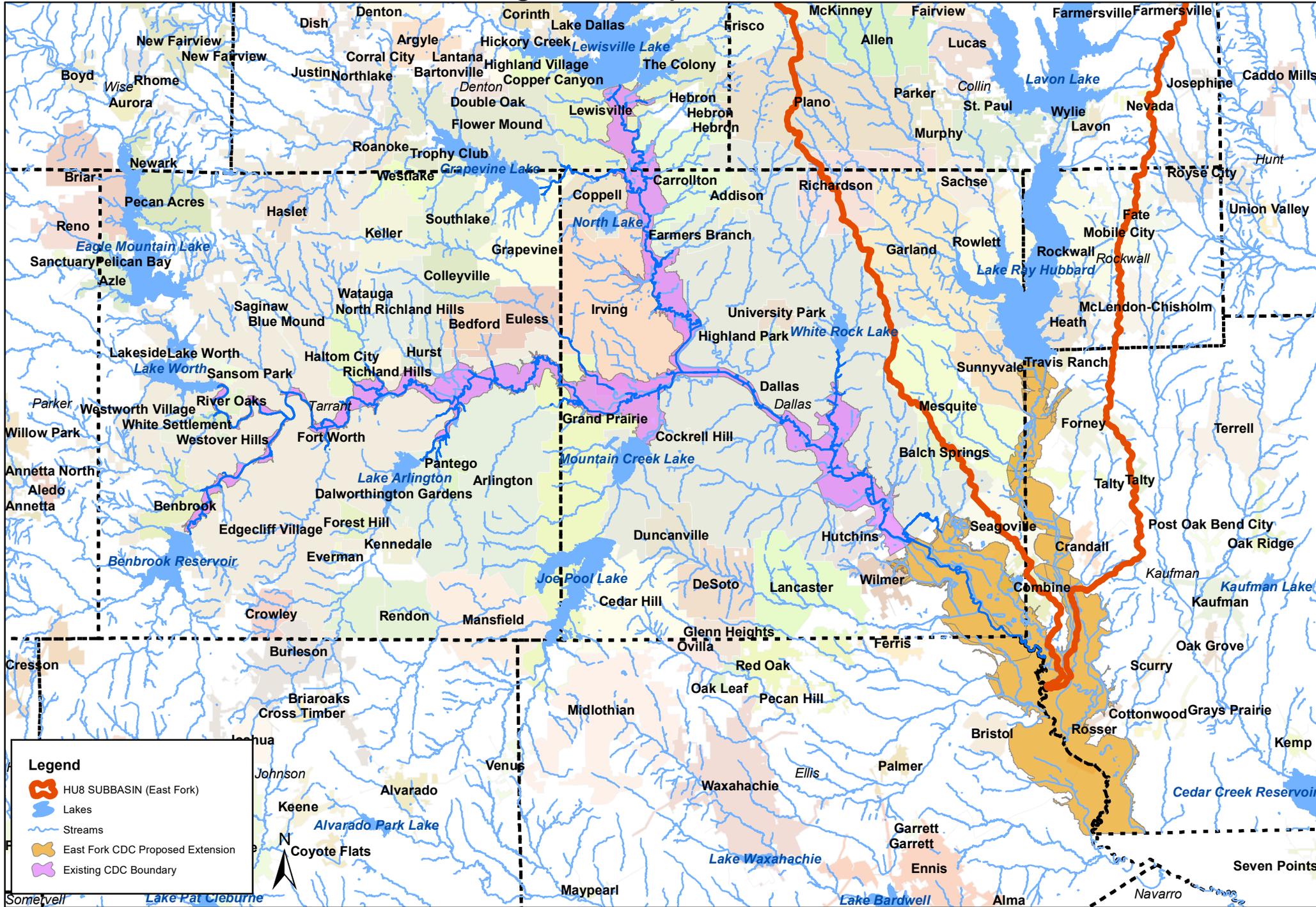
Title

NCTCOG

Date

Existing and Proposed CDC Zones

Exhibit 1 (DRAFT May 31, 2018)



DRAFT

The boundaries indicated on this graphic are for informational purposes only and do not indicate exact CDC boundaries for regulation. The approximate boundaries are used as a draft example of a proposed program extension.

December 15, 1988

RESOLUTION FOR A JOINT
TRINITY RIVER CORRIDOR DEVELOPMENT CERTIFICATE PROCESS

WHEREAS, the 1987 Regional Environmental Impact Statement on Trinity River Corridor prepared by the U.S. Army Corps of Engineers indicates that different permitting strategies have a measurable and significant impact on the risk of flooding and potential damage; and

WHEREAS, goals toward a COMMON VISION for the Trinity River can only be achieved through intergovernmental cooperation; and

WHEREAS, the North Central Texas Council of Governments, which is serving as convener and facilitator in pursuit of a COMMON VISION, and the Steering Committee of elected officials representing the twelve affected local governments have adopted an Interim Regional Policy Position on Trinity River Corridor and prepared a Draft Statement of Principles for Common Permitting Process; and

WHEREAS, the Draft Statement of Principles was developed with the assistance of the U.S. Army Corps of Engineers and includes: (1) a definition of the affected river corridor area; and (2) a recommended Corridor Development Certificate (CDC) process for the joint processing of applications for river corridor modifications; and

WHEREAS, the affected local governments participate in the National Flood Insurance Program (NFIP), and under the Texas Water Code (V.T.C.A. Section 16.236) thereby exercise authority and responsibility for regulating and approving modifications to flood prone areas within their jurisdictional boundaries; and

WHEREAS, in accordance with the NFIP under 44 CFR 59-77 the affected local governments have a Local Flood Plain Administrator to execute and enforce local flood plain management ordinances aimed at protecting lives and reducing flood losses, and

WHEREAS, under 33 CFR 320-330 the Corps of Engineers is directed to process permit applications affecting waters of the United States concurrently with other required federal/state/local authorizations; and

WHEREAS, the Corps of Engineers is also directed to deny without prejudice any permit which fails to receive required federal/state/local authorizations,

NOW, THEREFORE, THE STEERING COMMITTEE OF THE NCTCOG TRINITY RIVER CORRIDOR INTERJURISDICTIONAL MANAGEMENT PROGRAM RESOLVES:

1. To reaffirm its support for a joint Corridor Development Certificate (CDC) process whereby each city still retains development authority within its jurisdiction; and
2. That implementation of an effective CDC process requires well defined cooperation and coordination among the responsible permitting agencies; and

3. That, in accordance with the Draft Statement of Principles, applications for Trinity River Corridor flood plain modifications (as defined in the Draft Statement of Principles) are to be processed in the following manner:
 - a. applications for Trinity River Corridor flood plain modifications will be initially filed with the Local Flood Plain Administrator;
 - b. the Local Flood Plain Administrator will document the filing of an application for flood plain modification by providing the applicant with a "Standard Notice of Intent to Process." (This joint and standard form will be cooperatively developed and designed, and is to be approved by the Steering Committee);
 - c. the "Standard Notice of Intent to Process" will document the city's intent to process an application to modify the Trinity River Corridor flood plain, and will serve as notice and verification that the Local Flood Plain Administrator has received the application and is reviewing the proposal;
 - d. the Local Flood Plain Administrator, to assure proper interagency coordination, will distribute copies of the "Standard Notice of Intent to Process" to the U.S. Army Corps of Engineers, the Federal Emergency Management Agency (FEMA), the Texas Water Commission, the twelve affected local governments and the North Central Texas Council of Governments;
 - e. the U.S. Army Corps of Engineers will refuse to accept a Trinity River Corridor permit application which does not include a copy of the Local Flood Plain Administrator's "Standard Notice of Intent to Process;"
4. That the Corps of Engineers, the Federal Emergency Management Agency, the Texas Water Commission and other permitting agencies provide a timely summary of their permit actions and/or findings to the local Flood Plain Administrator (and the NCTCOG) to assist the Administrator with properly exercising his ultimate authority and responsibility for flood plain alterations;
5. That the North Central Texas Council of Governments maintain a computerized tracking system of the "Standard Notice of Intent to Process" and all relevant local, State and Federal permit actions; and
6. That the District Engineer of the Fort Worth District Corps of Engineers, the Regional Director of FEMA Region VI, and the Executive Director of the Texas Water Commission be requested to review this resolution, and either concur with this procedure or provide the Steering Committee with recommended alternatives which will fulfill, to greatest extent possible, the intent of this resolution.
7. That this resolution be sent to the nine affected cities and three affected counties along the Trinity River Corridor for their review, concurrence and supporting city council/commissioners court adoption.

ADOPTED ON DECEMBER 15, 1988 BY THE STEERING COMMITTEE OF THE TRINITY RIVER
CORRIDOR INTERJURISDICTIONAL MANAGEMENT PROGRAM.

RESOLUTION AUTHORIZING TRINITY RIVER CORRIDOR INTERLOCAL AGREEMENT
IN PURSUIT OF A COMMON VISION

WHEREAS, pursuant to the Interlocal Cooperation Act, political subdivisions of the State of Texas are authorized to enter into interlocal agreements with each other regarding governmental functions and services; and

WHEREAS, local governments have been cooperating and intend to continue cooperating with each other, the U.S. Army Corps of Engineers, Texas Water Development Board and other local, state and federal entities through the North Central Texas Council of Governments in pursuit of a COMMON VISION for the Trinity River Corridor; and

WHEREAS, the Interlocal Agreement provides the mechanisms for local participation and cost-sharing with the Corps of Engineers in a Feasibility Study to reduce flooding risks and provide environmental enhancements; and

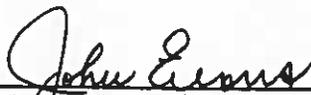
WHEREAS, the Steering Committee of elected officials has reviewed and unanimously endorsed this Interlocal Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

SECTION 1 That the Executive Director is authorized to execute the Interlocal Agreement on behalf of the North Central Texas Council of Government, and to receive funds and perform all of the functions assigned to NCTCOG therein.

SECTION 2 That the Executive Director is authorized to negotiate and execute appropriate documents, including funding and cost-sharing arrangements, with other signatories, the Texas Water Development Board, U.S. Army Corps of Engineers or other entities as approved by the Steering Committee pursuant to this Agreement.

SECTION 3 That this resolution shall be in effect immediately upon its adoption.



John Evans, President
North Central Texas Council of Governments
Mayor Pro Tem, City of Dallas

I hereby certify that this resolution was adopted by the Executive Board of the North Central Texas Council of Governments on November 16, 1989.



Lee F. Jackson, Secretary-Treasurer
North Central Texas Council of Governments
County Judge, Dallas County

THE COUNTY OF TARRANT

TRINITY RIVER CORRIDOR INTERLOCAL AGREEMENT
IN PURSUIT OF A COMMON VISION

THIS INTERLOCAL Agreement ("Agreement") effective January 1, 1990 is entered into between the cities of Arlington, Carrollton, Coppell, Dallas, Farmers Branch, Fort Worth, Grand Prairie, Irving and/or Lewisville, municipal corporations duly incorporated under the Constitution and laws of the State of Texas acting by and through their respective City Councils; the North Central Texas Council of Governments ("NCTCOG"), a political subdivision of the State of Texas acting by and through its Executive Board; and other governmental entities consenting hereto,

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act, Article 4413 (32c), Vernon's Texas Civil Statutes, as amended (the "Act"), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the parties to this Agreement recognize that the Trinity River Corridor is a unique regional resource in the heart of a growing Metroplex; that local governments are responsible for the overall health, safety and welfare of their citizens and thus must take the lead as stewards of the river corridor; and that actions of upstream and downstream communities within the river corridor directly affect each other such that individual local goals for flood management, transportation, greenway, waste management, conservation and development can only be achieved through cooperative management of the river corridor; and,

WHEREAS, the parties to this Agreement have been cooperating and intend to continue cooperating with each other, U.S. Army Corps of Engineers, Federal Emergency Management Agency, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Texas Water Commission, Texas Parks and Wildlife Department, Texas Water Development Board and other local, state and federal entities in pursuit of a COMMON VISION for the Trinity River Corridor; and,

WHEREAS, the parties to this Agreement understand that entering into this agreement in no way obligates any party to implement any project recommended from the planning studies, and that separate agreements will be negotiated and executed in that regard;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and subject to the conditions herein set forth, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE 1. - DEFINITIONS

For purposes of this Agreement:

TRINITY RIVER CORRIDOR - means the bed and banks of the river segments from the dams of Lewisville Reservoir, Grapevine Reservoir, Lake Worth, Benbrook Reservoir, Lake Arlington and Mountain Creek Lake downstream to the Malloy Bridge Road crossing in southeast Dallas County, and all of the adjacent land area and all watercourses contained within the boundaries of the river flood plain for at least a 100-year flooding event/recurrence interval as designated by the Steering Committee.

UPPER TRINITY RIVER BASIN - means all of the Trinity River watershed upstream of the Malloy Bridge Road crossing in southeast Dallas County.

CONGRESSIONAL RESOLUTION - means the Committee Resolution adopted on April 22, 1988 by the Committee on Environment and Public Works of the United States Senate that directs the U.S. Army Corps of Engineers to conduct a planning study which reviews previous reports and makes recommendations regarding flood protection, environmental enhancement, water quality, recreation, and other allied purposes in the Upper Trinity River Basin with specific attention on the Dallas-Fort Worth metropolplex.

RECONNAISSANCE/FEASIBILITY PHASES - means the two phases of the Corps of Engineers planning studies; the first-phase Reconnaissance Study for the Upper Trinity River Basin began in October 1988 to assess water resources problems, and must identify at least one potential solution that would likely have federal interest and be supported by non-Federal sponsor(s) in order to proceed to the second-phase Feasibility Study, which is to recommend implementable solutions to the identified water resources problems.

FEASIBILITY COST SHARING AGREEMENT ("FCSA") - means the agreement negotiated and executed between the Department of the Army, represented by the Fort Worth District Engineer of the U.S. Army Corps of Engineers, and the Feasibility Phase sponsor to share the cost of conducting the Feasibility Study as outlined in a detailed Scope of Studies ("SOS").

EXECUTIVE COMMITTEE and STUDY MANAGEMENT TEAM - means the two committees required by Corps of Engineers regulations to guide the Feasibility Phase of the Trinity River studies; appointments will be made by the District Engineer and the Steering Committee.

LOCAL COOPERATION AGREEMENT ("LCA") - means the agreement negotiated and executed between the Department of the Army and the local project sponsor(s) for implementation of each specific project recommended in a completed Feasibility Study.

FLOOD PROTECTION PLANNING - means the process of developing the means of providing protection from flooding through structural and nonstructural measures, with cost-share funding available to political subdivisions from the research and planning fund of the Texas Water Development Board.

ARTICLE 2. - PURPOSE OF AGREEMENT

The purpose of this Agreement is to accomplish the following objectives:

- o reduce flooding risks and provide environmental enhancements within the Trinity River Corridor by participating with the U.S. Army Corps of Engineers and others in the planning studies and the implementation of specific projects on a cost-sharing basis.
- o provide an administrative structure through this Agreement for NCTOOG to execute a Feasibility Cost Sharing Agreement with the Corps of Engineers, to obtain cost-sharing funds from the Texas Water Development Board for flood protection planning, and establish the mechanism to obtain necessary funding and in-kind services from the other parties to this Agreement.
- o coordinate with the North Texas Congressional Delegation, the Federal Administration, State Legislators and others to accomplish the purposes of this Agreement.
- o participate in the Feasibility Phase of the Trinity River studies which, among other tasks: 1) evaluates and recommends potential structural and/or nonstructural solutions for flood protection, environmental enhancement, water quality, recreation, and other allied purposes in the Trinity River Corridor pursuant to the Congressional Resolution; 2) develops up-to-date engineering-scale topographic mapping, cross-sections, profiles, flood elevations, flood plain delineations and planimetrics on a computer geographic information system; and 3) improves the hydrologic and hydraulic computer models for use by the Corps of Engineers in the Feasibility Phase, and for use by the parties, Corps of Engineers and the engineering community in preparing and reviewing permit applications.
- o provide the means for cities, counties, and special districts to negotiate Local Cooperation Agreement(s) with the Corps of Engineers or others for implementation of specific elements recommended during the Feasibility Phase or flood protection plan.
- o cooperate in pursuit of a COMMON VISION for the Trinity River Corridor, including flood management, transportation, greenway, waste management, conservation, development and other appropriate elements.

ARTICLE 3. - ADMINISTRATIVE AND POLICY STRUCTURE

The administrative and policy structure under this Agreement is as follows:

- o A Steering Committee will provide policy guidance for the cooperative program and make recommendations to the governing bodies of the parties; each party to this Agreement except NCTCOG will be entitled to appoint one member from its governing body and a designated alternate to the Steering Committee; parties which provide funding support will have voting representatives, while others will be ex-officio non-voting; the NCTCOG Executive Board will appoint a Chairman and Vice-Chairman who will not be members of the governing bodies of the other parties to this Agreement.
- o Regional Task Force(s) will be appointed by the Steering Committee as appropriate to provide advice and assistance; a Regional Task Force will generally consist of senior staff members from the participating entities, and may include representatives from other local governments, state agencies, federal agencies, the private sector and public interest groups.
- o NCTCOG will be the administrative agent under this Agreement pursuant to the Act; NCTCOG will submit an annual coordinated work program and budget for Steering Committee approval; unless modified by the Steering Committee, each city will contribute its pro-rata share for NCTCOG funding support based on the percentage of its jurisdiction's land area within the Trinity River Corridor, while any other political subdivision with a voting representative on the Steering Committee will contribute five percent.
- o This Agreement is recognized as a supplemental level of service, and is not intended to duplicate or diminish the products, assistance, representation, or services received by participating entities through NCTCOG membership.
- o The Steering Committee may seek funding and approve cooperative planning studies among the parties, with state and federal agencies, and with any other entities to accomplish the purposes of this Agreement.
- o The Feasibility Cost Sharing Agreement for continuation of the Trinity River studies will be negotiated with the Corps of Engineers, approved by the Steering Committee and executed by NCTCOG as the administrative agent; the Steering Committee will approve the method for calculating and obtaining the local funding and/or in-kind shares for any of these applications.
- o The Steering Committee will appoint the appropriate representatives to the Executive Committee and Study Management Team with the Corps of Engineers for guiding the Feasibility Phase of the Trinity River studies.
- o The Feasibility Study developed by the Corps of Engineers and Steering Committee is expected to identify elements common to the parties that would need to be jointly cost-shared for implementation through amendment and extension of this Agreement, and separable elements that would need to be cost-shared only by the affected parties.
- o Funding applications and/or agreements for the implementation of each separable element, including any Local Cooperation Agreement, will be developed, executed and cost-shared by the appropriate city, county or special district or combination thereof.
- o In accordance with the Interlocal Cooperation Act, the parties will make payments for services rendered under this Agreement from available current revenues.

ARTICLE 4. - ADDITIONAL PARTIES

Additional political subdivisions in or near the Trinity River Corridor may become parties to this Agreement by first obtaining endorsement by the Steering Committee, approving the terms and conditions of this Agreement, providing pro-rata funding support for NCTCOG and planning studies if it wishes to have a voting member of the Steering Committee, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

ARTICLE 5. - RENEWAL AND AMENDMENTS

This Agreement will be in effect for one year from the effective date of this Agreement, and will be considered automatically renewed for each succeeding year. A party may withdraw from this Agreement, through a vote of its governing body, provided it has notified the Steering Committee of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all parties.

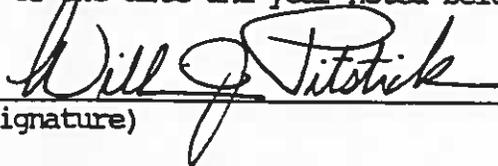
ARTICLE 6. - SEPARABILITY CLAUSE

If any provision in this Agreement or any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

ARTICLE 7 - GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.



(Signature)

William J. Pitstick

(Typed Name)

Executive Director

(Title)

North Central Texas Council of Governments

(Agency)

Date: 11/16/89

RESOLUTION NO. 90-219

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND EIGHT OTHER CITIES IN THE METROPLEX RELATIVE TO CONTINUED CITY PARTICIPATION AND COOPERATION IN PURSUIT OF A COMMON VISION FOR THE TRINITY RIVER CORRIDOR

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

I.

That the City Manager or his designee is hereby authorized to execute an Interlocal Agreement between the North Central Texas Council of Governments (NCTCOG) and the City of Arlington and the Cities of Carrollton, Coppell, Dallas, Farmers Branch, Fort Worth, Grand Prairie, Irving and Lewisville relative to continued participation and cooperation in the Feasibility Study phase of the Trinity River Corridor Program in pursuit of a "Common Vision" for the Trinity River Corridor.

II.

A substantial copy of the interlocal agreement is attached hereto and incorporated herein for purposes.

PRESENTED AND PASSED on this the 17th day of April, 1990, by a vote of 7 ayes and 0 nays at a regular meeting of the City Council of the City of Arlington, Texas.

Richard E. Greene
RICHARD E. GREENE, Mayor

ATTEST:

Bobbie Ray
BOBBIE RAY, City Secretary

APPROVED AS TO FORM:

JAY DOEGEY, City Attorney

BY Jay Doegey

RECEIVED

APR 30 1990

THE STATE OF TEXAS X

THE COUNTY OF TARRANT X

TRINITY RIVER CORRIDOR INTERLOCAL AGREEMENT
IN PURSUIT OF A COMMON VISION

THIS INTERLOCAL Agreement ("Agreement") effective January 1, 1990 is entered into between the cities of Arlington, Carrollton, Coppell, Dallas, Farmers Branch, Fort Worth, Grand Prairie, Irving and/or Lewisville, municipal corporations duly incorporated under the Constitution and laws of the State of Texas acting by and through their respective City Councils; the North Central Texas Council of Governments ("NCTCOG"), a political subdivision of the State of Texas acting by and through its Executive Board; and other governmental entities consenting hereto,

WITNESSETH:

WHEREAS, pursuant to the Interlocal Cooperation Act, Article 4413 (32c), Vernon's Texas Civil Statutes, as amended (the "Act"), cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into interlocal contracts and agreements with each other regarding governmental functions and services as set forth in the Act; and,

WHEREAS, the parties to this Agreement recognize that the Trinity River Corridor is a unique regional resource in the heart of a growing Metroplex; that local governments are responsible for the overall health, safety and welfare of their citizens and thus must take the lead as stewards of the river corridor; and that actions of upstream and downstream communities within the river corridor directly affect each other such that individual local goals for flood management, transportation, greenway, waste management, conservation and development can only be achieved through cooperative management of the river corridor; and,

WHEREAS, the parties to this Agreement have been cooperating and intend to continue cooperating with each other, U.S. Army Corps of Engineers, Federal Emergency Management Agency, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Texas Water Commission, Texas Parks and Wildlife Department, Texas Water Development Board and other local, state and federal entities in pursuit of a COMMON VISION for the Trinity River Corridor; and,

WHEREAS, the parties to this Agreement understand that entering into this agreement in no way obligates any party to implement any project recommended from the planning studies, and that separate agreements will be negotiated and executed in that regard;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, and subject to the conditions herein set forth, the parties hereto covenant, agree and bind themselves as follows:

ARTICLE 1. - DEFINITIONS

For purposes of this Agreement:

TRINITY RIVER CORRIDOR - means the bed and banks of the river segments from the dams of Lewisville Reservoir, Grapevine Reservoir, Lake Worth, Benbrook Reservoir, Lake Arlington and Mountain Creek Lake downstream to the Malloy Bridge Road crossing in southeast Dallas County, and all of the adjacent land area and all watercourses contained within the boundaries of the river flood plain for at least a 100-year flooding event/recurrence interval as designated by the Steering Committee.

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- o reduce flooding risks and provide environmental enhancements within the Trinity River Corridor by participating with the U.S. Army Corps of Engineers and others in the planning studies and the implementation of specific projects on a cost-sharing basis.
- o provide an administrative structure through this Agreement for NCTOOG to execute a Feasibility Cost Sharing Agreement with the Corps of Engineers, to obtain cost-sharing funds from the Texas Water Development Board for flood protection planning, and establish the mechanism to obtain necessary funding and in-kind services from the other parties to this Agreement.
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- o participate in the Feasibility Phase of the Trinity River studies which, among other tasks: 1) evaluates and recommends potential structural and/or nonstructural solutions for flood protection, environmental enhancement, water quality, recreation, and other allied purposes in the Trinity River Corridor pursuant to the Congressional Resolution; 2) develops up-to-date engineering-scale topographic mapping, cross-sections, profiles, flood elevations, flood plain delineations and planimetrics on a computer geographic information system; and 3) improves the hydrologic and hydraulic computer models for use by the Corps of Engineers in the Feasibility Phase, and for use by the parties, Corps of Engineers and the engineering community in preparing and reviewing permit applications.
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Additional political subdivisions in or near the Trinity River Corridor may become parties to this Agreement by first obtaining endorsement by the Steering Committee, approving the terms and conditions of this Agreement, providing pro-rata funding support for NCTCOG and planning studies if it wishes to have a voting member of the Steering Committee, and affixing hereto the signature of its authorized representative indicating the date of approval of this Agreement by said entity.

ARTICLE 5. - RENEWAL AND AMENDMENTS

This Agreement will be in effect for one year from the effective date of this Agreement, and will be considered automatically renewed for each succeeding year. A party may withdraw from this Agreement, through a vote of its governing body, provided it has notified the Steering Committee of such action in writing at least 60 days before its intended withdrawal date. Amendments may be made to this Agreement upon the approval of the governing bodies of all parties.

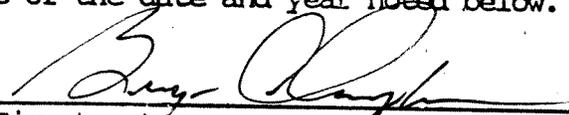
ARTICLE 6. - SEPARABILITY CLAUSE

If any provision in this Agreement or any application hereof shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby.

ARTICLE 7 - GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and their respective seals to be hereunto affixed and attested, as of the date and year noted below.


(Signature)

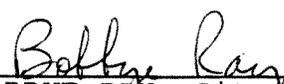
George C. Campbell
(Typed Name)

Deputy City Manager
(Title)

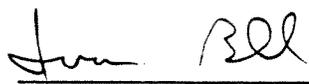
CITY OF ARLINGTON, TEXAS
(Agency)

Date: _____

ATTEST:


BOBBY RAY, City Secretary

APPROVED AS TO FORM:


For JAY DOEGEY, City Attorney

Regular Session Agenda Item: 7

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services by and between the City of Seagoville and Halff Associates, Inc., a Texas Corporation, which is attached hereto and incorporated herein as Attachment 1, for engineering and construction inspection services with regard to the reconstruction of Johnnie Row, from Shady Lane to Catherine Lane, and the reconstruction of Ross Lane, from Shady Lane to Shadybrook Lane, in an amount not to exceed Two Hundred Eleven Thousand Five Hundred Dollars and No Cents (\$211,500.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

City Staff determine the conditions of the Johnnie Row and Ross Lane was in total failure and needed to be replaced. The reconstruction of Johnnie Row, from Shady Lane to Catherine Lane, and the reconstruction of Ross Lane, from Shady Lane to Shadybrook Lane was approved in the same bond package for the Crestview Lane project. The City of Seagoville desires to enter into an Agreement for Professional Engineering Services on a Defined Scope of Services with Halff Associates Inc., to perform services related to engineering and construction inspection services for the reconstruction of Johnnie Row and Ross Lane.

FINANCIAL IMPACT:

\$211,500.00

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution
Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BY AND BETWEEN THE CITY OF SEAGOVILLE AND HALFF ASSOCIATES, INC., A TEXAS CORPORATION, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1, FOR ENGINEERING AND CONSTRUCTION INSPECTION SERVICES WITH REGARD TO THE RECONSTRUCTION OF JOHNNIE ROW, FROM SHADY LANE TO CATHERINE LANE, AND THE RECONSTRUCTION OF ROSS LANE, FROM SHADY LANE TO SHADYBROOK LANE, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED ELEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$211,500.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Halff Associates, Inc., (“Engineer”) provides professional engineering services to the private sector and the public sector on a “defined scope of services basis”; and

WHEREAS, the City of Seagoville (“City”) desires to enter into an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Engineer to perform the services related to engineering and construction inspection services, and the reconstruction of Johnnie Row and Ross Lane as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the Agreement with the Engineer in an amount not to exceed two hundred eleven thousand, five hundred dollars and no cents (\$211,500.00), and to authorize the City Manager to execute the same;

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

SECTION 1. The City Manager or his designee is hereby authorized to execute an agreement for professional engineering services on a defined scope of services with Halff Associates, Inc., in substantially the same form as attached hereto as Attachment 1, for the performance of engineering and construction inspection services with regard to the reconstruction

of Johnnie Row, from Shady Lane to Catherine Lane, and the reconstruction of Ross Lane, from Shady Lane to Shadybrook Lane, in an amount not to exceed \$211,500.00.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 1st day of July, 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(062719 TM109113)

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville a Home Rule of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said Client, and HALFF ASSOCIATES, INC., a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a Home Rule. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for

purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Dallas County, Texas**.

XIV. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties’ sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH ENGINEER’S SERVICES, ENGINEER’S AND ITS CONSULTANT’S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL ENGINEER’S OR ITS CONSULTANT’S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIKE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SEAGOVILLE, TEXAS

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

**EXHIBIT “A”
SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.
JOHNNIE ROW FROM SHADY LANE TO CATHERINE LANE
AND
ROSS LANE FROM SHADY LANE TO SHADYBROOK LANE**

I. PROJECT DESCRIPTIONS

Johnnie Row and Ross Lane

The project involves improvements for the reconstruction of approximately 900 linear feet of Johnnie Row and 1,200 linear feet of Ross Lane, two parallel existing 2-lane asphalt roadways, from their intersections with Shady Lane to Johnnie Row terminus at Catherine Lane and Ross Lane intersection with Shadybrook Lane. The new pavement section will be a 2-lane curb and gutter concrete roadway and will be reconstructed to generally the same lines and grades as the existing roadway. The project also includes new concrete paving for driveway/cross street adjustments, drainage, pavement markings, signing, erosion control, and traffic control.

Neither street has an existing underground storm drain, however, apparent drainage issues are visible. The engineer will determine the feasibility of constructing a new storm drain system with this project.

Services provided by the Engineer include preparation of construction documents for the aforementioned improvements; geotechnical investigation and design recommendations for new roadway pavements; and conditional traffic counts within the project corridor.

II. TASK SUMMARY

Task 1 –30% Construction Plans (Concept).

- Survey for Design: Topographic Survey will be performed using a truck-mounted LIDAR system that will be supplemented using conventional on-the-ground survey for survey control, surface utility appurtenances, and small areas that are not accessible to the truck-mounted LIDAR.
- Concept Construction Plans: Prepare conceptual construction plans including a 1”=40’ scale drawings (22 inch x 34 inch, reproducible to half-size) including a cover sheet, paving plan/profile, typical sections, drainage area map, a memorandum on the feasibility of constructing a new storm drain system within the project area, the project design parameters and probable construction costs; submit PDF plans for franchise utility companies.
- Contact franchise utility companies and obtain record drawing information (SUE Quality Level D); Provide recommendations for remediation of Franchise Utility conflicts. **Franchise utility relocation plans and permitting to be provided by the respective utility. Design of Franchise Utility recollection plans, and associated permitting, is excluded.**
- Geotechnical Pavement Design Recommendations (CMJ Engineering): Perform five (5) sample borings to a depth of 12 feet below existing grade; perform laboratory testing on sample borings to determine soil characteristics; prepare pavement section recommendations for Johnnie Row and Ross Lane.

Task 2 – 70% Construction Plans (Preliminary).

- Preliminary Construction Plans: Address the City’s comments from the 30% Concept Plan Submittal; prepare 70% design plans including cover sheet, general notes, quantity sheets, typical sections, removal plans, paving plan/profiles, grading plans, drainage area map, runoff computations, storm drain plan/profiles for new storm drain mains (lateral profiles to be included with 90% Plans, if needed), municipal utility adjustment plans, traffic control plans, construction sequencing plans, signing and marking plans, erosion control plans, standard details, and cross sections every 50 feet; ; submit PDF plans for franchise utility companies.
- Preliminary Engineer’s Opinion of Probable Construction Cost.

Task 3 – 90% Construction Plans (Final).

- Final Construction Plans: Address the City’s comments from the 70% Construction Plan Submittal; prepare 90% design plans including updated cover sheet, general notes, quantity sheets, typical sections, removal plans, paving plan/profiles, grading plans, drainage area map, runoff computations, storm drain plan/profiles for new storm drain mains and laterals, municipal utility adjustment plans, traffic control plans, construction sequencing plans, signing and marking plans, erosion control plans, standard details, and cross sections every 50 feet.
- Prepare Draft Construction Contract Documents and Specifications for review.
- Update Engineer’s Opinion of Probable Construction Cost

Task 4 – 100% Construction Plans (Bid Set).

- Construction Documents: Address the City’s comments from the 90% Construction Plan Submittal; Prepare Signed and Sealed Bidding Documents; submit PDF plans for franchise utility companies.
- Preparation and Distribution of Bid Sets: Plans, Specifications and Bidding documents will be provided in an electronic format for advertisement and distribution.
- Submittal to ADA/TDLR and addressing comments as required.
- Final Engineer’s Opinion of Probable Cost.

Task 5 – Bidding Services

- Pre-Bid: Prepare Bid Advertisement; coordination with the City during project bidding; review questions from Bidders and prepare addenda. Addenda will be provided in an electronic format for distribution to the registered Bidders.
- Post-Bid: Prepare bid tabulations; review Bidders qualifications; prepare letter of recommendation to the City Council; prepare Conformed Document set incorporating addenda issued during the bidding process; review pre-construction meeting agenda.

Task 6 – Construction Administration and Record Drawings

- Construction Site Visits – 1 site visit per month for a 6-month construction duration by Project Engineer.
- Review and recommendation to the City of Contractor Submittals
- Coordination with the City during construction for design modifications
- Meetings with the City and Contractor as requested
- Electronic Record Plan Set: Incorporate the Contractor, City Inspector, and Engineer’s as-built mark-ups; Prepare PDF and AutoCAD files of the record drawings for the City

- Total man-hours for Construction Administration tasks shall not exceed 80 hours without fee adjustment.

Task 7 – Construction Inspection

- A Part-Time Construction Inspector will be provided for this project; estimated effort is an average of three (3) days a week (or twenty-four (24) hours a week) for a six (6) month period for a total of 72 days (or 576 hours). Halff will furnish personnel and equipment as required to perform on-site inspections.
- Construction Inspection tasks include: Communication with the contractor as to the work schedule; prepare site observation reports including a summary of the contractor's activities with photos, no less than bi-weekly; verify monthly construction progress and quantity estimates as the basis of payment to the contractor; attend on-site meetings as necessary or required including when requested by the Halff project manager or City staff, or to meet franchise utilities when necessary to discuss issues regarding the project; interpret the contract plans and specifications to determine construction compliance; determine the suitability of on-site materials to be used in the construction; reject work and materials that do not conform to the contract documents; conduct a final walk-through with City staff and the contractor to facilitate the preparation of a final punch list; coordination of construction material testing and/or schedule.

III. ADDITIONAL SERVICES

Any items requested that are not outlined in the above scope will be considered additional services and will be provided as requested and authorized by City of Seagoville. Halff Associates Inc. can provide the following services; however, these services are excluded from the scope of this agreement:

- Changes to plans due to City design criteria changes after the 70% plan review and notice to proceed on the 90% plans.
- Submittal, Review, Platting, and Permitting Fees or other Fees associated with adjacent commercial and/or residential development.
- Franchise utility infrastructure design.
- Legal Descriptions for vacation of utility easements and/or ROW.
- Right-of-Way appraisal and acquisition services.
- Construction Inspection and Resident Engineering services.
- Construction Material Testing services.
- CLOMR/LOMR studies and/or applications and field survey for as-built verification.
- Individual Section 404 Permitting and site specific mitigation plans.
- Preparation of Construction related SWPPP, NOI, NOT, etc.
- Construction layout staking.
- Hazardous material site assessment.
- Development of signal timing plans for the intersections.
- Resident Engineering services.
- Full-Time Construction Inspection.
- Items not specifically included in the Scope of Services.

IV. DELIVERABLES

Deliverables are for each project part.

Task	Deliverables
Task 1 – 30% Construction Plans	<ul style="list-style-type: none"> • Two (2) of 22” x 34” Construction plans • Two (2) Sets of 11” x 17” Construction plans • Two (2) Copies of preliminary Geotechnical information. • Two (2) Copies of landscape memorandum. • PDF copies of all deliverables
Task 2 – 70% Construction Plans	<ul style="list-style-type: none"> • Two (2) of 22” x 34” Construction plans • Two (2) Sets of 11” x 17” Construction plans • One (1) copy of Final Geotechnical Report • PDF copies of all deliverables
Task 3 – 90% Construction Plans	<ul style="list-style-type: none"> • Two (2) of 22” x 34” Construction plans • Two (2) Sets of 11” x 17” Construction plans • Three (3) Sets of Construction Contract Documents and Specifications • PDF copies of all deliverables
Task 4 – 100% Construction Plans	<ul style="list-style-type: none"> • Two (2) Sets of 11" x 17" construction plans prior to bidding • Two (2) Sets of Construction Contract Documents and Specifications prior to bidding • PDF copies of all deliverables
Task 5 – Bidding Services	<ul style="list-style-type: none"> • Ten (10) Sets of Construction Contract Documents and Specifications for bidding. • Four (4) Sets of Construction Contract Documents and Specifications for execution after bidding. • Six (6) 22" x 34" Construction plans to issue for construction after bidding • Ten (10) 11" x 17" Construction plans to issue for construction after bidding
Task 6 & 7 – Construction Administration and Inspection	<ul style="list-style-type: none"> • Copies of Site Visit Reports • Copies of Submittal Reviews • One (1) 22”x34” bond copy of the record drawings • One (1) 22”x34” mylar copy of the record drawings • One (1) PDF copy of each sheet of the record drawings • One (1) DWG of the record drawings base map

**EXHIBIT B
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.
JOHNNIE ROW FROM SHADY LANE TO CATHERINE LANE
AND
ROSS LANE FROM SHADY LANE TO SHADYBROOK LANE**

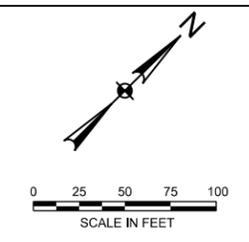
I. COMPENSATION SCHEDULE – JOHNNIE ROW AND ROSS LANE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	July 2019	
Task 1 – 30% Construction Plans	September 2019	\$57,600
Task 2 – 70% Construction Plans	November 2019	\$50,800
Task 3 – 90% Construction Plans	December 2019	\$25,400
Task 4 – 100% Construction Plans	January 2020	\$12,700
Task 5 – Bidding Services	February 2020	\$6,000
Task 6 – Construction Administration	August 2020	\$10,000
Task 6 – Record Drawings	August 2020	-
Task 7 – Construction Inspection	August 2020	\$49,000
Total Compensation		\$211,500

II. COMPENSATION SUMMARY – JOHNNIE ROW AND ROSS LANE

Basic & Special Engineering Services (Lump Sum)	Amount
Task 1 – 30% Construction Plans	\$57,600
Task 2 – 70% Construction Plans	\$50,800
Task 3 – 90% Construction Plans	\$25,400
Task 4 – 100% Construction Plans	\$12,700
Task 5 – Bidding Services	\$6,000
Total Basic & Special Engineering Services:	\$152,500

Special Construction Services (Hourly Not-to-Exceed)	Amount
Task 6 – Construction Administration & Record Drawings	\$10,000
Task 7 – Construction Inspection	\$49,000
Total Special Construction Services:	\$59,000



- LEGEND**
- PROPOSED DRIVEWAY
 - PROPOSED ROADWAY
 - ROAD CENTERLINE
 - PROPOSED STORM DRAIN
 - EX. STORM DRAIN

**JOHNNIE ROW &
ROSS LANE**
SEAGOVILLE, TX

3001 N. BOWSER ROAD
SEAGOVILLE, TX 75081-2275
TEL (214) 346-4200
FAX (214) 736-0095
TIP: P: P: 41012

Revision No.	Date	Description

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

JEFFREY F. ROBERTS 101251
TIP: P: 41012 P.E. NO.

DATE 8/18/2019

Project No.: 36445
Issued: 5/22/2019
Drawn By: RG
Checked By: JR
Scale: AS NOTED
Sheet Title
EXHIBIT 1
EX-1
Sheet Number

10/20/19 5:02:05 PM 4/11/19 10:47:00 AM
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 10/20/19 5:02:05 PM 4/11/19 10:47:00 AM

SHEET ___ OF ___

Regular Session Agenda Item: 8

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving C&M Concrete to replace two (2) approaches off the Highway 175 Service Road into C.O. Bruce (“Central”) Park, as set forth in Exhibit “A” which is attached hereto, in an amount not to exceed Eighty Five Thousand Two Hundred Sixty-Two Dollars and No Cents (\$85,262.00); authorizing the City Manager to execute any and all necessary documents for the work to be performed; and providing an effective date.

BACKGROUND OF ISSUE:

This is a request for C&M Concrete to replace two (2) approaches located off the Highway 175 Service Road into C.O. Bruce Park. The two (2) approaches leading into C.O Bruce Park currently has old asphalt that is dilapidated. C&M Concrete will repair both approaches with concrete. Installing the concrete approaches will greatly improve the look of the overall park and provide easy access for all our citizens to the park safely.

FINANCIAL IMPACT:

\$85,262.00

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution
Quote from C&M Concrete

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2019

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE RETAINING OF C&M CONCRETE TO REPLACE TWO (2) APPROACHES OFF THE HIGHWAY 175 SERVICE ROAD INTO C.O. BRUCE ("CENTRAL") PARK, AS SET FORTH IN EXHIBIT "A", WHICH IS ATTACHED HERETO, IN AN AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS AND NO CENTS (\$85,262.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE WORK TO BE PERFORMED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the two (2) park entry approaches off the Highway 175 into C.O. Bruce Park ("Project Area") are constructed of asphalt and in much need of repair; and

WHEREAS, C&M Concrete has submitted an estimate to replace the Project Area to TXDOT specifications; and

WHEREAS, the City Council finds it to be in the public interest to approve retaining C&M Concrete to replace two (2) approaches off the Highway 175 Service Road into C.O. Bruce ("Central") Park, as set forth in Exhibit "A", which is attached hereto, in an amount not to exceed eighty five thousand two hundred sixty-two dollars and no cents (\$85,262.00).

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

Section 1. The City Council hereby approves the retaining of C&M Concrete to replace two (2) approaches off the Highway 175 Service Road into C.O. Bruce ("Central") Park, as set forth in Exhibit "A", which is attached hereto, in an amount not to exceed Eighty Five Thousand Two Hundred Sixty-Two Dollars and no cents (\$85,262.00), and hereby authorizes the City Manager or his designee to execute any and all documents on behalf of the City which may be necessary to complete the this work in the Project Area.

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

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 1st day of July, 2019, at which a quorum was present, and for which due notice was given.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(:cdb 06.27.2019 TM)



C&M Concrete

362 Linkview Drive
Duncanville, TX 75137
(972) 965-4781
chris@concretepaving.net

Number: ENH-4593

Date: 3/18/2019

Bill To:

Patrick Stalling
City Of Seagoville
702 N HWY 175
Seagoville, TX, 75159

Ship To:

Central Park

PO Number	Terms	Customer #	Project
			TX DOT Approuc

Description	Quantity	Rate	Amount
(North side) 80' x 4' x 8" conection to service rd	35.00	\$89.00	\$3,115.00
80' wide, 60' long, tapering to 20' at park side	444.00	\$89.00	\$39,516.00
(South End) 80' x 4' x 8" conection to service rd	35.00	\$89.00	\$3,115.00
80' wide, 60' long tapering to 20'at park side	444.00	\$89.00	\$39,516.00
Project to TX DOT specs			

SubTotal	\$85,262.00
0.00% on \$0.00	\$0.00
0.00% on \$0.00	\$0.00
Total	\$85,262.00

Regular Session Agenda Item: 9

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Receive presentation on improvements to Bearden Park.

BACKGROUND OF ISSUE:

Presentation on wrought iron fence with rock columns installed at Bearden Park

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Pictures of improvements







SPEED
LIMIT
30





Regular Session Agenda Item: 10

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Discuss designating Friday, July 5, 2019 as a City Holiday.

BACKGROUND OF ISSUE:

Councilmember Hernandez requested this item.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 11

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 12

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 13

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Recess into Executive Session

Council will recess into Executive Session in compliance with Texas Government Code:

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Boards and Commissions.
- B. § 551.071. Consultation with City Attorney: receive legal advice related to small cell permits.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 14

Meeting Date: July 1, 2019

ITEM DESCRIPTION:

Reconvene into Regular Session

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

A. § 551.071. Consultation with City Attorney: receive legal advice related to Boards and Commissions.

B. § 551.071. Consultation with City Attorney: receive legal advice related to small cell permits.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A