REGULAR MEETING OF THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
October 18, 2021
6:30 P.M.

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on Monday, October 18, 2021 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER- Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

This is an opportunity for citizens to address the City Council on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. The City Council has no obligation to respond in any matter to comments or questions from the public. Any response from a member of the City Council to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for future City Council meeting.

EXECUTIVE SESSION:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in closed session to deliberate regarding the following matters:

1. §551.071 Consultation with Attorney. The City Council may convene in Executive Session to conduct a private consultation with its Attorney on any legally posted agenda item, when the City Council seeks the advice of its Attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provision of Chapter 551, including the following items:

a. Any posted item on the agenda.

2. §551.074 Deliberation regarding Personnel Matters. The City Council may convene in executive session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including deliberation regarding the following officers or employees:

a. Chief of Police

CITY MANAGER'S REPORT & BRIEFING ITEMS:

CONSENT AGENDA:

A. Minutes from the regular council meeting held on September 20 2021
B. Authorization for the City Manager to negotiate and execute an agreement to appraise property known as the Prairieland Tract.
C. Authorization for the City Manager to negotiate and execute an agreement with Oncor Electric for street lighting.
D. Authorization for the City Manager to execute an agreement with Ricoh, Inc. for Municipal Court copier.

NEW BUSINESS:

1. Consideration and action regarding an amended and restated development agreement with Alvarado 429 Partners, LLC and GRBK Edgewood LLC.

2. Public hearing on the creation of a Public Improvement District.

3. Consideration and action regarding a resolution regarding the creation of a public improvement district and ordering public improvements to be made for the benefit of such district and containing other matters relating to the subject.

4. Consideration and action to authorize the City Manager to negotiate and execute a search agreement for Chief of Police.

5. Consideration and action to authorize the City Manager to negotiate and execute a lease agreement for the Fort Worth Surveying building.

6. Consideration and action to authorize the City Manager to negotiate and execute an agreement for temporary audit services assistance.

7. Consideration and action to authorize the City Manager to negotiate and execute an agreement with Freese and Nichols, Inc. to create an application for an increase in the discharge flow in its TPDES permit.

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include the following:

* Expressions of thanks, congratulations, or condolence;
* Information regarding holiday schedules;
* An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;
* A reminder about an upcoming event organized or sponsored by the governing body;
* 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 municipality; or
* Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

8. Adjourn.

ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: thomasd@cityofalvarado.org. Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I, the undersigned authority do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times and said Agenda was posted on October 15, 2021 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Debbie Thomas

Debbie Thomas, TRMC,
City Secretary

CITY OF ALVARADO

County of Johnson
State of Texas
September 20, 2021
MINUTES

The City Council of the City of Alvarado met in Regular Called Session on Monday, September 20, 2021, at 6:30 p.m. The following were present for roll call:

Jacob Wheat	*	Mayor
Lydia Moon	*	Mayor Pro Tem
Cherry Bryant	*	Councilperson
Michael Bennett	*	Councilperson
Kevin Thomas	*	Councilperson
Beverly Short	*	Councilperson

Absent: Tracy Melson

Others Present:

Paul DeBuff	*	Interim City Manager
Debbie Thomas	*	City Secretary
Ashley Dierker	*	City Attorney
Michael Dwiggins	*	Public Works Director
Tony Sims	*	Interim Chief of Police
Richard Van Winkle	*	Fire Chief

INVOCATION

Mayor Jacob Wheat called this regular meeting to order at 6:32 P.M. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Jameye Jones stated that the Friendship Park at Parkway Park dedication would be at 2:00 p.m. on October 10, 2021 at the park.

CITY MANAGER REPORT

Paul DeBuff, Interim City Manager addressed the council in reference to the following:
Capital Projects:
Jack-in the-Box are currently doing dirt work preparing for their building.
Sunflower Lane: a survey of this road is currently in progress
Maple Street Phase I: the design is 90% complete and hopefully will be ready for bids before the end of the year.

Wastewater Infrastructure needs to be addressed since we are adding additional homes that will be connected
There are currently three Public Improvement Districts being considered.
Retail Recruitment: Downtown Strategies. There will be a Downtown Walkthrough on September 29, 2021 from 11:00 to 12:30. Everyone is invited to attend.
Our new website has started and will be in the design phase soon.
We do have an Interim Police Chief at this time. Chief Barrow is reviewing and restructuring our Police Department.

CONSENT AGENDA

Motion was made by Councilperson Beverly Short, duly seconded by Mayor Pro Tem Lydia Moon, to approve the consent agenda as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS ADOPTING A REVISED BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2020 AND ENDING ON SEPTEMBER 30, 2021 AND PROVIDING AN EFFECTIVE DATE.

After discussion, motion was made by Councilperson Michael Bennett, duly seconded by Councilperson Beverly Short to approve the ordinance as presented. This motion supported five votes in approval and zero opposed. Motion passed.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2021 AND ENDING ON SEPEMBER 30, 2022; APPROPRIATING RESOURCES FOR EACH DEPARTMENT ,PROJECT, OPERATION, ACTIVITY, PURCHASES, ACCOUNT AND OTHER EXPENDITURES; PROVIDING FOR EMERGENCY EXPENDITURES AND EXPENDITURES AS ALLOWED BY APPLICABLE STATE LAW; REQUIRING THE FILING AND POSTING OF THE BUDGET AS REUIRED BY STATE LAW AND PROVIDING AN EFFECTIVE DATE.

Mayor Jacob Wheat opened this public hearing at 6:50 p.m. Paul DeBuff explained the changes and additions to this year's budget. Mayor Jacob Wheat then closed this public hearing at 6:53 p.m. Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Michael Bennett, to approve Ordinance Number 2021-005 adopting and approving 2021-2022 fiscal year budget as shown as Exhibit "A" to said ordinance. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING RATIFYING THE PROPERTY TAX INCREASE REFLECTED IN THE 2021-2022 FISCAL YEAR BUDGET.

Motion was made by Councilperson Michael Bennett, duly seconded by Mayor Pro Tem Lydia Moon to ratify the property tax increase reflected in the budget for fiscal year 2021-2022. This motion supported five votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS AFFIXING AND LEVYING MUNICIPAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF ALVARADO, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022 AT THE RATE OF $0.812696 PER ONE HUNDRED DOLLARS ($100.00) OF VALUATION AND FOR DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR A DATE ON WHICH SUCH TAXES BECOME DUE AND DELINQUENT TOGETHER WITH PENALTIES AND INTEREST THEREON; PROVIDING FOR PLACE OF PAYMENT; PROVIDING FOR APPROVAL OF THE TAX ROLLS PRESENTED TO THE CITY COUNCIL; PROVIDING FOR REPEAL, SAVINGS, AND SEVERABILITY CLAUSES,; PROVIDING FOR AN EFFECTIVE DATE

Mayor Jacob Wheat opened this public hearing at 6:55 p.m. He then closed this public hearing at 6:56 p.m. Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Michael Bennett, that the property tax rate be increased by the adoption of a tax rate of $0.812696, which is effectively a 4.98 percent increase in the tax rate. This motion supported five votes in approval by a roll call vote and zero votes opposed.
Kevin Thomas – Aye
Lydia Moon - Aye
Michael Bennett – Aye
Beverly Short – Aye
Cherry Bryant – Aye
Tracy Melson – Absent

Motion carried.

CONSIDERATION AND ACTION REGARDING ACCEPTANCE OF A PETITION FOR ANNEXATION FOR PROPERTY DESCRIBED AS

APPROXIMATELY 70.5989 ACRES LOCATED IN THE ANDREW SPIVA SURVEY, ABSTRACT NO. 700, ALVARADO, JOHNSON COUNTY, TEXAS.

Motion was made by Councilperson Michael Bennett, duly seconded by Mayor Pro Tem Lydia Moon, to accept the petition as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES FOR TEXPOOL AND INVESTMENT SERVICE FOR PUBLIC FUNDS.

After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Beverly Short, to approve the resolution as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND EMERGENCY SERVICES BETWEEN JOHNSON COUNTY EMERGENCY SERVICES DISTRICT NO 1 AND THE CITY OF ALVARADO.

After discussion, motion was made by Councilperson Michael Bennett, duly seconded by Mayor Pro Tem Lydia Moon, to approve the contract as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING THE REQUEST FOR REZONING OF PROPERTY KNOWN AS A TRACT OF LAND SITUATED IN THE ANDREW SPIVA SURVEY, ABSTRACT NO. 770, ALVARADO, JOHNSON COUNTY, TEXAS FROM AN "M-1" (MANUFACTURING) TO A "PD" (PLANNED DEVELOPMENT) ZONING DISTRICT.

Mayor Jacob Wheat opened this public hearing at 7:09 p.m. He then closed this public hearing at 7:10 p.m. After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Kevin Thomas, to approve as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A REQUEST FOR A PRELIMINARY PLAT FOR PROPERTY KNOWN AS A TRACT OF LAND IN

THE ANDREW SPIVA SURVEY, ABSTRACT NO. 770, ALVARADO, JOHNSON COUNTY, TEXAS.

Motion was made by Councilperson Beverly Short, duly seconded by Mayor Pro Tem Lydia Moon, to approve the preliminary plat as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING REGARDING CREATION OF A PUBLIC IMPROVEMENT DISTRICT.

This item will be continued at the next regular council meeting.

EXECUTIVE SESSION

No Executive Session was held at this meeting.

COUNCIL COMMENTS

There were no council comments at this meeting.

ADJOURNMENT

Mayor Jacob Wheat then adjourned this special called meeting at 7:20 p.m.

Passed and approved this the ______ day of ____________, 2021.

____
Mayor Jacob Wheat

____
Debbie Thomas, TRMC, City Secretary

ONCOR.

EXHIBIT "A" – Registered

WR #: 3548004 Project Name: CLE/ALV - EAGLE GLEN PHASE 2 - 1081 IMPERIAL EAGLE ROAD/GS

SUPPLEMENT TO THE AGREEMENT FOR STREET LIGHTING SERVICE BY AND BETWEEN ONCOR ELECTRIC DELIVERY COMPANY AND City of ALVARADO

This Supplement ("Supplement") to the Agreement for Street Lighting Service dated 7/22/2003 ("Agreement"), is made and entered into this 30th day of September, 2021, by Oncor Electric Delivery Company LLC, a Delaware limited liability company ("Company") and City of ALVARADO, ("Customer") both hereinafter referred to as the "Parties." In consideration of the mutual promises and undertakings herein set forth, the Parties hereby agree to amend the Agreement as follows:

1. The following Request for Street Lighting Service is hereby added to the Agreement:

   Request for Street Lighting Service dated September 30, 2021, attached hereto.

2. This Supplement shall become effective upon execution by the Parties.
3. This Supplement is subject to the terms and conditions of the Agreement.
4. If Customer has arranged for its designated agent or representative ("Customer's Agent") to pay to Company the contribution-in-aid-of-construction ("CIAC") referenced in the Agreement, then Customer's Agent shall execute this Amendment for the sole purpose of establishing such agent's agreement to pay such CIAC.
5. Except as otherwise provided herein, the Agreement shall continue in full force and effect in accordance with its terms.

IN WITNESS HEREOF, the Parties have caused this Supplement to be executed in several counterparts, each of which shall be deemed an original but all shall constitute one and the same instrument.

ONCOR ELECTRIC DELIVERY COMPANY	City of ALVARADO
DocuSigned by: Guy Smith 46F2DC4FD77B44D	
Signature - Oncor Representative	Signature – Customer Representative
Guy Smith	Paul DeBuff
Printed Name – Oncor Representative	Printed Name – Customer Representative
New Construction Manager	
Title - Oncor Representative	Title – Customer Representative
09/30/2021 | 3:47:59 PM CDT	
Date Signed – Oncor Representative	Date Signed – Customer Representative

For CIAC purposes only pursuant to Section (4) above

Signature – Customer's Agent	Printed Name – Customer's Agent
Title - Customer's Agent	Date Signed – Customer's Agent

ONCOR

EXHIBIT "B"

WR #: 3548004 PROJECT NAME: CLE/ALV - EAGLE GLEN PHASE 2 - 1081 IMPERIAL EAGLE ROAD/GS

REQUEST FOR STREET LIGHTING SERVICE

Actions: ***A*-Addition** ***R*-Removal** ***RL*-Relocation** ***S*-Service *(Schedule D – Only)***

ESID Premise	Action	Order required from CR to Energize – Yes/No (For New ESID Only)	Qty	Wattage	Lamp Type	Rate Schedule**	Identifying Luminaries / Pole Type	Location (Address, etc.) (See Attached Sketch)
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(88) 3240464-09720209
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(89) 3240544-09720203
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(90) 3240612-09720231
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(91) 3240685-09720279
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(92) 3240780-09720322
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(93) 3240780-09720237
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(94) 3240772-09720133
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(95) 3240694-09720184
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(96) 3240691-09720114
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(97) 3240615-09720136
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(98) 3240613-09720029
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(99) 3240538-09720099
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(100) 3240537-09720021
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(101) 3240463-09720088
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(102) 3240463-09720012
6000862	A		1	100	HPS	A	15' Town Lake Fluted, Embedded	(103) 3240455-09719928

Comments:

*Unmetered Facilities -- Schedule A (Group 1 or 2), B (Group 1 or 2), C (Group 1 or 2), or D; R (Rectangular); P (Post-Top); H (Historical); CLOSED/REMOVE ONLY I (Incandescent); W (Wall pack Mercury Vapor);
Metered Facilities – Non-Company-Owned; or Metered Facilities – Company-Owned (closed to new installations)

1. Customer or Developer agrees to pay Company contribution-in-aid-of-construction in the amount of .
2. If Company is prevented from installing the requested facilities by any event of force majeure as defined in Section 5.2.4 of Company's Tariff for Retail Delivery Service, Company will return to Customer or Developer as appropriate, without interest, the entire amount of Customer or Developer's contribution-in-aid-of-construction payment, thereby terminating this supplement and Company's obligation to provide facilities requested herein.

WR Number: 3548004 **Date: 9/30/2021**

ELECTRIC CONSTRUCTION PRINT

WR Number: **3548004** Date: 2021/09/30 WR Name: CLE ALV: EAGLE GLEN PHASE 2 - GS

Sheet: **1** of Scale: 1"=60' Customer:

Job Status: Design Svc Ctr / Office: / Address: 1081 IMPERIAL EAGLE ROAD , 13

Designer: GONZALEZ, DAISY/U7FI 214 983 6600 Location:

Project Mgr: /

ONCOR

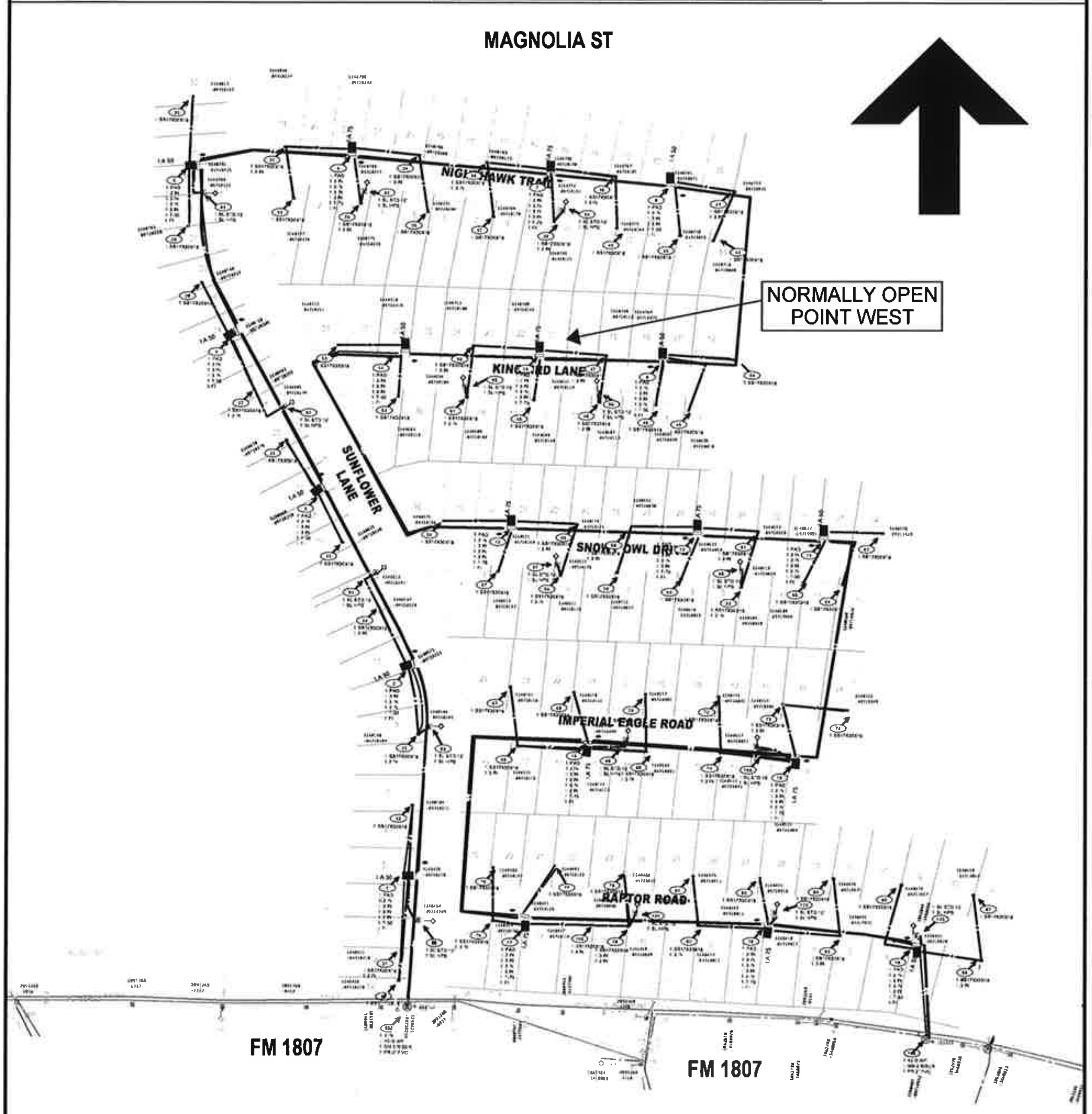
OPERATIONS TO COORDINATE DOWNLINE FUSING

CONNECTIVITY TO BE PERFORMED AT CLOSING

911 ADDRESS:

ALVARADO ELEMENTARY SCHOOL
1000 E Davis Ave, Alvarado, TX 76009

NO 100% MARKING OF CONSTRUCTION STATUS FOR THIS WR ONLY MARK 99% & ELECTRIC IN SERVICE



ALL PRIMARY WILL BE 1/0 AL TRXLPE

ALL SECONDARY WILL BE 4/0 AL TPX

ALL TRANSFORMERS ARE TYPE I

ALL RISERS ARE 100A

LOOP IS ON PHASE A

DESIGNER: BYRON FROHNEN (817)685-2624
SUPERVISOR: CODY BUSH (817)685-2654

PROTECTIVE DEVICE IS

RECLOSER 2088265-0380

FEEDER ID IS
ALVDO-1902

PRIMARY VOLTAGE:
7.2 KV

Ricoh Online System Configurator Tool

Choose a Model • Select Options • Save, Print or Email

RICOH
imagine. change.

Your Configured Ricoh IM C6000

*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

WIDTH	DEPTH	HEIGHT
45.70in	27.00in	47.60in
(1,161mm)	(686mm)	(1,209mm)

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C6000
- Paper Feed Unit PB3280
- Finisher SR3260
- Bridge Unit BU3090
- PostScript3 Unit Type M37
- Fax Option Type M37
- ESP XG-PCS-15D

Current lease/service payment $496.90
Current copy rates $0.0085 b/w & $0.0650 color

New lease/service payment $383.54
New copy rates $0.0070 b/w & $0.0425 color

Smart Intergration Workflow included

RICOH Smart Integration

Advanced Workflows

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Improve productivity with intelligent document workflows

Your Ricoh copier can do a whole lot more than copy. It can help you improve productivity by automating time-consuming document workflows that involve several related steps or multiple destinations. RICOH Smart Integration Advanced Workflows simplifies multi-step workflows, auto-routes your documents to local folders and supported cloud accounts and includes native integration with SharePoint®.

Now you can get your documents where they need to go, in the right format and with the right file name, helping you get the most from your multifunction printer (MFP) — no need for new hardware, software or infrastructure.

It's easy to get started: just add RICOH Smart Integration Advanced Workflows to your RICOH MFP, and you'll be working smarter within minutes.

Why Smart Integration Advanced Workflows?

- Improves productivity by automating multi-step workflows and auto-routing to multiple destinations, including local folders, cloud accounts and SharePoint®
- Helps you easily find files in SharePoint® by automatically populating metadata fields
- It's affordable — no new hardware, servers, IT support or maintenance required
- It's easy to get started — your Ricoh multifunction printer is already capable of doing all of this, and more

Smart Integration Advanced Workflows

Auto-route documents to folders and cloud accounts*

Get your documents where they need to go — fast. When you scan a stack of documents, Smart Integration Advanced Workflows can auto classify the document types and route them to the appropriate destination — whether that's a local folder, a watch folder that syncs with a system or database or in the cloud. Just select the file format, desired settings and destination and your documents will appear as searchable and editable digital files. Pre-configure these settings and save them as a reusable workflow profile.

Scan to SharePoint Online®

When you scan to a document library in SharePoint Online®, metadata fields will automatically populate based on information provided at the MFP. There's no need to configure complicated settings — Advanced Workflows will pull your existing tags in SharePoint®. This makes it very easy to find files when you need them.

Quickly route documents using QR codes

Quickly auto-route documents with the help of QR codes. You can scan documents with embedded QR codes and route them to the right location. You can also print a cover sheet with an embedded QR code and place it on top of each document you want to scan for automatic routing, folder/file creation and naming.

Simplify mobile printing

Printing from a tablet or smartphone should be easy for you and your guests — and now it is. You get simple, efficient, secured mobile printing — with no need for complex print drivers or infrastructure. Protect your confidential information with secured document release, which requires a print release code to be entered before your document is printed.

Get more from your MFP

Smart Integration Advanced Workflows is the perfect pairing for RICOH Intelligent MFPs. Capabilities are delivered via the cloud, so it's easy and affordable to get started. There's no capital expenditure, onsite servers or special software to implement.

** Supported cloud accounts: Box™, Dropbox™, Google Drive™, OneDrive®, OneDrive® for Business, SharePoint®, DocuWare® Cloud, ShareFile®, Egnyte™, Rubex by eFileCabinet®, eFax®, eGoldFax™ by GoldFax™*

Activate Smart Integration today

These Smart Integration solutions are available by subscription:

- Essentials
- Connectors
- Workflows
- Advanced Workflows

Contact your Ricoh sales representative to ask a question, get a quote or learn about available FREE trial opportunities.

Options & Enhancements

RICOH Smart Integration solutions can expand to fit your unique needs. If your industry or business processes require additional functionality or features, we have you covered:

Device Enhancement add-on
Help protect document privacy with device-level authentication (including card authentication). Send documents to a secured print queue and release from any device in the group when ready. View device counters and stay on top of toner replacements with device management tools. Understand how devices are being used with utilization reporting features.

Healthcare
Healthcare customers can reduce manual data entry errors and improve staff productivity by automating patient onboarding and explanation of benefits (EOB) data submission when using DrChrono EHR. The Healthcare add-on provides connectivity to Ricoh's EOB Data Capture Service.

Legal
The Legal add-on can improve law firm productivity by automating mundane manual tasks. Easily prepare documents for court efiling in the appropriate file formats and sizes. Automatically give scanned documents unique identifiers with Bates Stamping — just set the starting number.

RICOH
imagine. change.

www.ricoh-usa.com

Ricoh USA, Inc., 300 Eagleview Boulevard, Exton, PA 19341, 1-800-63-RICOH

073120
R4091-2

Main Unit

Main Unit

Item/Description	Item #	Power Requirements
IM C6000	418228	120V-127V, 60Hz

Paper Tray & Optional Accessories

Item/Description	Item #	Power Requirements
Paper Feed Unit PB3280	418349	N/A

Output & Finishing Options

External

Item/Description	Item #	Power Requirements
Finisher SR3260	418337	N/A
Bridge Unit BU3090	418345	N/A

Print/Scan Options

Network Environment

Item/Description	Item #	Power Requirements
PostScript3 Unit Type M37	418408	N/A

Fax Options

Item/Description	Item #	Power Requirements
Fax Option Type M37	418600	N/A

Security & Miscellaneous Accessories

Item/Description	Item #	Power Requirements
ESP XG-PCS-15D	006428MIU	N/A

Main Unit

Main Unit

Item/Description	Item #	Thumbnail
IM C6000 • Output Speed (Letter): 60-ppm • Average Monthly Volume: 15,000 impressions/month • Maximum Monthly Volume: 50,000 impressions/month • Power Requirements: 120V-127V, 60Hz • Weight: 223.5 lbs. (101.4 kg) • W × D × H (inches): 23.1 × 27 × 37.9 • W × D × H (mm): 586.74 × 685.8 × 962.66 Note: 1. The DOSS does not overwrite the HDD for the Color Controller E-25C. 2. IM C6000 cannot be installed with Internal Finisher SR3250.	418228	

Paper Tray & Optional Accessories

Item/Description	Item #	Thumbnail
Paper Feed Unit PB3280 Provides an additional 1,100 sheets. Paper sizes up to 12" x 18". Paper weights up to 80 lb. Bond/166 lb. Index (300 g/m^2). Weight: 50.7 lbs. (23 kg) W × D × H (inches): 23.1 × 27 × 9.7 W × D × H (mm): 586.74 × 685.8 × 246.38 Note: Paper Feed Unit PB3280 cannot be installed with Paper Feed LCIT PB3290, Cabinet Type F or any related options.	418349	

Output & Finishing Options

External

Item/Description	Item #	Thumbnail

Finisher SR3260

418337

1,000-sheet Finisher.

For offices that produce collated and stapled sets of documents, the SR3260 helps shorten production time. It offers 50-sheet, multi-position stapling, mixed sized stapling, optional hole punching, and shift-sort collating, as well as a staple-less binding capability of up to 5 sheets.

Supports paper sizes up to 12" x 18".

Weight: 75 lbs. (34 kg)

W × D × H (inches): 22.6 × 24.4 × 37.8

W × D × H (mm): 574.04 × 619.76 × 960.12

Note:
1. Bridge Unit BU3090 or Internal Multi-Fold Unit FD3010 must be installed to add this option.
2. One of the following Paper Feed Units must be selected to add this finisher: Paper Feed Unit PB3280, Paper Feed LCIT PB3290 or Cabinet Type F.
3. Finisher SR3260 cannot be installed with Internal Shift Tray SH3080, Internal Finisher SR3250, Finisher SR3280, Booklet Finisher SR3270 or any related options.

Bridge Unit BU3090

418345

A required accessory when the main unit is not configured with the Internal Multi-Fold Unit FD3010. The Bridge Unit transports pages from the standard exit area into a Finisher for online stapling or hole punching.

Note:
One of the following finishers must be selected to add this option: Finisher SR3260, Finisher SR3280 or Booklet Finisher SR3270.

Print/Scan Options

Network Environment

Item/Description	Item #	Thumbnail
PostScript3 Unit Type M37	418408	Adobe® PostScript® 3™ Optional

PostScript3 Unit Type M37

Genuine Adobe® PostScript®3™. Recommended for printing more complex color and PDF files.

The IM C4500 and IM C6000 come with standard PostScript3 and PDF Direct Print Emulation. This option is available for customers who require True Adobe® workflows like Photoshop®, Illustrator® and PDF/X as well as additional font support. When enabled on the MFP, the standard PostScript3 Emulation will be disabled.

Note:
Postscript3 Unit Type M37 cannot be installed with Color Controller E-25C or any related options.

Fax Options

Item/Description	Item #	Thumbnail
Fax Option Type M37 Installation required to enable fax services: 33.6 kbps, approximately 2 second transmission speed, standard JBIG, and standard 320 Pages Memory. Includes standard Internet Fax (T.37), LAN Fax, IP-Fax (T.38), Fax Forwarding to Email & Paperless Fax function.	418600	

Security & Miscellaneous Accessories

Item/Description	Item #	Thumbnail
ESP XG-PCS-15D Designed to provide a higher level of noise filtering and surge protection for devices that employ more sensitive and complex electronic components. Our Advanced Technical Support (ATS) recommends the use of power protection products to minimize potential electrical interference with products.	006428MIU	

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AMENDED AND RESTATED LONE OAK DEVELOPMENT AGREEMENT

AMONG

ALVARADO 429 PARTNERS, LLC,
a Texas limited liability company,

GRBK EDGEWOOD LLC,
a Texas limited liability company

AND

THE CITY OF ALVARADO, TEXAS

Dated: ____________________, 2021

AMENDED AND RESTATED LONE OAK DEVELOPMENT AGREEMENT

This Amended and Restated Lone Oak Development Agreement (this "Agreement") is executed among **Alvarado 429 Partners, LLC**, a Texas limited liability company ("Alvarado 429 Partners"), **GRBK Edgewood LLC**, a Texas limited liability company ("GRBK" and collectively with Alvarado 429 Partners, referred to as the "Developer"), and the **City of Alvarado, Texas** (the "City") to be effective on the Effective Date (as defined below).

RECITALS

WHEREAS, this Agreement amends and restates that particular Lone Oak Development Agreement between Alvarado 429 Partners and the City dated June 25, 2021; and

WHEREAS, certain terms used in these recitals are defined in Article I; and

WHEREAS, the Developer and the City are sometimes individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, the City is a general law municipality of the state of Texas located within Johnson County (the "County"); and

WHEREAS, Alvarado 429 Partners and GRBK each has a fifty percent (50%) ownership interest in approximately 430 acres of real property which property is described by metes and bounds in **Exhibit A** and depicted on **Exhibit B** ("Property") and located in the County; and

WHEREAS, a portion of the Property is contiguous to the City and is located wholly within the extraterritorial jurisdiction ("ETJ") of the City and not within the ETJ or corporate limit of any other municipality (the "ETJ Property") and the remaining portion of the Property, excluding the ETJ Property, is located outside the ETJ of the City and not within the ETJ or corporate limits of any other municipality (the "Remaining Property"); and

WHEREAS, the Developer and the City desire to have the Property annexed into the City's corporate boundaries and provide the City with greater regulatory powers and controls over the development of the Property as set forth in this Agreement; and

WHEREAS, the Developer plans to develop the Property as a master planned residential development upon the execution of this Agreement and potential future issuances of PID Bonds (as defined herein) for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Developer for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement; and

WHEREAS, in consideration of the Developer's agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City intends to consider the creation of a PID in accordance with Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"); and

WHEREAS, water, sewer, drainage, roadway, and other public infrastructure is not currently available to serve the Parties' intended development of the Property; and

WHEREAS, the Developer desires and intends to design, construct and install Public Infrastructure to serve the development of the Property. Public Infrastructure that are constructed and that are eligible for PID reimbursement are considered ("Authorized Improvements"), which Authorized Improvements are generally identified in **Exhibit C** and are intended by the Developer to be the same as those described in the Service and Assessment Plan; and

WHEREAS, the Developer intends for the design, construction and installation of the Public Infrastructure to occur in phases and to dedicate such Public Infrastructure to the City or Johnson SUD (as defined below), as applicable, for use and maintenance, subject to approval of the plans and inspection of the Public Infrastructure in accordance with this Agreement and contingent upon the partial or total financing of such Public Infrastructure; and

WHEREAS, the Developer estimates that the cost of the Authorized Improvements will be Forty-Seven Million Dollars ($47,000,000.00) and is the proposed maximum amount that Developer will seek to finance and will seek for reimbursement from the PID; and

WHEREAS, in consideration of the Developer's agreements contained herein, the City shall consider, in its sole discretion, the creation of a PID to provide financing that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act: (i) fund a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; and/or (ii) obtain reimbursement for a specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the PID Act, intends to: (i) consider and act upon the creation of a PID encompassing the ETJ Property in accordance with the PID Act; (ii) expand the boundaries of the PID to encompass the Remaining Property upon the City's annexation of the ETJ Property; (iii) consider adoption of a Service and Assessment Plan; (iii) consider adoption of one or more Assessment Ordinances (to pay for a specified portion of the Budgeted Cost or Authorized Improvements Cost of the Authorized Improvements and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iv) consider the issuance of multiple series of PID Bonds in an aggregate amount not to exceed Forty-Seven Million Dollars ($47,000,000.00) in principal amount for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as authorized by the PID Act; and

WHEREAS, prior to the sale of the first series of PID Bonds: (i) the City Council shall have approved and adopted the PID Creation Resolution, a Service and Assessment Plan, and an Assessment Ordinance (collectively, the "PID Documents"); (ii) the City shall have reviewed and approved the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit F** hereto; (iii) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement in substantially the same form as attached as **Exhibit G** hereto;

and (iv) the Developer shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

WHEREAS, all of the City's Administrative Expenses associated with the PID will be funded by the annual levy of Assessments on the Property within the PID in accordance with the PID Act and the SAP, and the City will not be responsible for payment of such costs; and

WHEREAS, the Parties intend that the Property be developed as a residential development consisting of residential uses, open space, and other public and private amenities (the "Project") that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City; and

WHEREAS, the Property shall be developed pursuant to (i) an agreed upon concept plan (the "Concept Plan"), which Concept Plan is attached hereto as **Exhibit D**, (ii) current ordinances of the City, except as same may be modified by this Agreement, including the development standards set forth in **Exhibit E** attached to this Agreement (the "Development Standards"); and

WHEREAS, the Parties acknowledge that there is no certificate of convenience and necessity for providing retail sewer service to the Property. The Parties agree that the City will not pursue a certificate of convenience and necessity for providing retail sewer service to the Property until the PID has been created in accordance with the PID Act; and

WHEREAS, the Parties intend for the City to provide retail sewer service to the Property as set forth in this Agreement and agree that the City shall obtain the certificate of convenience and necessity to provide retail sewer service to the Property; and

WHEREAS, Johnson Special Utility District ("Johnson SUD") holds the certificate of convenience and necessity for providing retail water service to the Property and the Parties agree that Johnson SUD will provide retail water to the Property; and

WHEREAS, the Parties intend that this Agreement is a development agreement as provided for by state law in Section 212.171 *et seq* of the Texas Local Government Code; and

WHEREAS, the Parties agree that this Agreement constitutes a "permit" within the meaning of Chapter 245, Texas Local Government Code; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID, including, but not limited to, the costs of

(i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting, enforcing and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Authorized Improvements Projects.

Agreement means this Lone Oak Development Agreement.

Assessment means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for the lesser of the Budgeted Costs or the Authorized Improvements Costs of the Authorized Improvements.

Assessment Ordinance means an ordinance adopted by the City Council which levies Assessments on the Property within the PID in accordance with the PID Act to pay for a specified portion of the costs of certain Authorized Improvements and interest thereon set forth in the Service and Assessment Plan as well as the costs associated with the issuance of the PID Bonds.

Assessment Roll(s) means the Assessment Roll(s) attached to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an annual update to the Service and Assessment Plan, showing the total amount of the Assessment against each Parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

Authorized Improvements means water, sewer, drainage, and roadway infrastructure and public improvements needed to serve and fully develop the Property and to be constructed by the Developer or caused to be constructed by the Developer, including but not limited to the improvements listed in **Exhibit C**, as fully described in the SAP, and as authorized by Section 372.003 of the PID Act.

Authorized Improvement Costs means the actual costs of design, engineering, construction, acquisition, and inspection costs of the Authorized Improvements, and all costs related in any manner to the Authorized Improvements.

Bond Indenture means a trust indenture by and between the issuer of PID Bonds and a trustee bank under which PID Bonds are issued and funds disbursed.

Bond Ordinance means an ordinance adopted by the City Council that authorizes and approves the issuance and sale of PID Bonds.

Budgeted Cost means, with respect to any given Authorized Improvement, the estimated cost of such improvement as set forth in **Exhibit C**.

Certification for Payment Form means a certificate which shall be submitted to the City for work completed on any of the Authorized Improvements, in substantially the same form as attached to the Bond Indenture.

Chapter 380 means Chapter 380 of the Texas Local Government Code, as amended.

City means the City of Alvarado, Texas, a general law municipality located in Johnson County, Texas.

City Code means the Code of Ordinances, City of Alvarado, Texas, as such City Code is in effect on the Effective Date of this Agreement.

City Council means the City Council of the City.

City Manager means the current or acting City Manager of the City, or a person designated to act on behalf of that individual if the designation is in writing and signed by the current or acting City Manager.

City Regulations mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and regulations duly adopted by the City, which may be amended from time to time, and subject to the provisions of Section 9.1 and 9.2 and which may be varied pursuant to the Concept Plan and the Development Standards.

Cost Underruns means actual Authorized Improvement Costs that are less than the Budgeted Costs set forth in the SAP.

Developer means collectively, Alvarado 429 Partners LLC, a Texas limited liability company (including its successors and assigns) and GRBK Edgewood LLC, a Texas limited liability company (including its successors and assigns), responsible for developing the Project and causing the Property to be developed in accordance with this Agreement.

Developer Improvement Account means the construction fund account created under the Bond Indenture, funded by the Developer, and used to pay portions of the acquisition, design, and construction of the Authorized Improvements.

Development means the new development on the Property constructed in accordance with this Agreement and which constitutes the Project.

Effective Date means the date upon which the last of all of the Parties has approved and duly executed this Agreement.

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

Force Majeure means any act that (i) materially and adversely affects the affected Party's ability to perform the relevant obligations under this Agreement or delays such affected Party's ability to do so, (ii) is beyond the reasonable control of the affected Party, (iii) is not due to the affected Party's fault or negligence, and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. "Force Majeure" shall include: (a) natural phenomena, such as storms, floods, lightning, and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage, and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land, or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected Party; (e) fires; (f) epidemics or pandemics; (g) governmental shutdowns; (h) actions or omissions of a governmental authority (including the actions of the City in its capacity as a governmental authority or the Texas Commission on Environmental Quality ("TCEQ") in its capacity as the approving body of any necessary permits, consents, or approvals for construction of the Wastewater Projects as defined herein) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with City Regulations; (i) changes in market condition; (j) any strike or labor dispute involving the employees of the Developer or any affiliate of the Developer, other than industry or nationwide strikes or labor disputes; and (k) the occurrence of any manpower, material or equipment shortages.

Fully Developed and Improved Lot means any lot in the Property, regardless of proposed use, intended to be served by the Public Infrastructure, and/or other public improvements, and for which a final plat has been approved by the City and recorded in the Real Property Records of Johnson County, Texas.

Home Buyer Disclosure Program means the disclosure program, administered by the PID Administrator as set forth in a document in substantially the same form as **Exhibit F** that establishes a mechanism to disclose to each End Buyer the terms and conditions under which their lot is burdened by the PID.

Impact Fees mean all sewer and roadway impact fees approved by the City prior to the Effective Date of this Agreement, or which may be approved by City after the Effective Date of this Agreement, and in each case assessed, imposed and/or collected by the City in accordance with Chapter 395 of the Texas Local Government Code.

Improvement Account means the construction fund account created under the Bond Indenture, funded with PID Bond Proceeds or a cash contribution from the Developer, if required,, and used to pay for portions of the acquisition, design, and construction, or the reimbursement, of the Authorized Improvements.

Landowner(s) means the Developer and any additional owners of the Property within the PID.

Landowner Agreement means an agreement by and between the City and a Landowner consenting to the form and terms of the PID Documents in a form substantially similar to **Exhibit G** attached hereto.

Notice means any notice required or contemplated by this Agreement (or otherwise given in connection with this Agreement).

Parcel(s) means any parcel of land located within the PID identified by either a tax map identification number assigned by the Johnson Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the Real Property Records of Johnson County.

PID means a public improvement district to be consider for creation by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Lone Oak Public Improvement District.

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

PID Administrator means a company, entity, employee, or designee of the City, who is experienced in public improvement districts and assessment administration and who shall have the responsibilities provided in the Service and Assessment Plan or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

PID Bonds means special assessment revenue bonds issued by the City for the PID.

PID Bond Proceeds means the funds generated from the sale of the PID Bonds.

PID Creation Resolution means the resolution adopted by the Council creating a PID pursuant to Section 372.010 of the PID Act and approving the advisability of the Authorized Improvements.

Preliminary Plat means the preliminary plat for the Property in substantially the form as provided in **Exhibit D-1**.

Project Fund(s) means the interest-bearing construction fund account(s) as set forth in the applicable Bond Indenture.

Property means the approximately 430 acres of real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means all water, drainage, sewer, and roadway infrastructure, including the Authorized Improvements, necessary to serve the full development of the Property.

Real Property Records of Johnson County means the official land recordings of the Johnson County Clerk's Office.

Reimbursement Agreement means an agreement between the City and the Developer in which Developer agrees to fund certain costs of the Authorized Improvements and the City agrees to reimburse Developer (with interest) from PID Bond Proceeds or Assessments for a portion of such costs of the Authorized Improvements funded by Developer as permitted by the PID Act.

Service and Assessment Plan or SAP means a PID Service and Assessment Plan adopted by the City Council, as may be updated, supplemented, and amended annually, if needed, by the City Council pursuant to the PID Act for the purpose of assessing allocated costs against property located within the boundaries of the PID having terms, provisions and findings approved by the City, as required by this Agreement.

ARTICLE II
LONE OAK DEVELOPMENT

2.1 Scope of Agreement. This Agreement contemplates a plan for development of the Property in accordance with the City Regulations, except as same may be modified by this Agreement including the Concept Plan and the Preliminary Plat, together with future actions by the Parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public

Infrastructure, reimbursement, acquisition, ownership and maintenance of the Public Infrastructure, and the issuance of PID Bonds for the financing of the Authorized Improvements benefitting the Property within the PID.

2.2 Development Overview – Lone Oak Development.

(a) The Developer will undertake or cause the undertaking of the design, development, and construction of the Development, including the Public Infrastructure and any other public improvements. The Development will consist of the following elements, as generally shown on the Concept Plan attached as **Exhibit D** hereto, which is subject to modifications in accordance with Section 9.6 of this Agreement:

(i) single family residential homes (detached);

(ii) parks and/or open space, including one soccer field or open play field;

(iii) minimum of one amenity center site, which will include a pool with shade structure, bathrooms, and a playground; and

(iv) native or paved trails throughout the Project.

(b) Subject to the terms and conditions set forth in this Agreement, the Developer shall plan, design, construct, and complete or cause the planning, designing, construction and completion of the Public Infrastructure or any public improvements, in phases, to the City's standards and specifications and subject to the City's approval in accordance with City Regulations, as such City Regulations may be varied by the Concept Plan as set forth in **Exhibit D** attached hereto, the Preliminary Plat as set forth in **Exhibit D-1** attached hereto, and the Development Standards attached hereto as **Exhibit E**.

ARTICLE III
PUBLIC IMPROVEMENT DISTRICT

3.1 Creation and Levy of Assessments. A petition to create the Lone Oak Public Improvement District encompassing the ETJ Property has been submitted to the City supported by such additional documentation as the City may require. The City shall initiate and consider for approval all necessary documents and resolutions and/or ordinances required under the PID Act to create the PID. Within thirty (30) days of the City finally and completely annexing the ETJ Property and so long as neither Party is in default under this Agreement, the City shall initiate and consider for approval all necessary documents and resolutions and/or ordinances required under the PID Act to expand the PID to include the Remaining Property. The City intends to levy the Assessments on property within the PID, and to prepare and consider for approval the Service and Assessment Plan providing for the levy of the Assessments on the property within the PID. Promptly following preparation and approval of a preliminary Service and Assessment Plan for the PID acceptable to the Developer and the City and subject to City Council making findings that the Authorized Improvements confer a special benefit on the property within the PID, the City Council shall consider an Assessment Ordinance but only if the ETJ Property and Remaining Property have been finally and completely annexed into the corporate limits of the City.

3.2 Acceptance of Assessments and Recordation of Covenants Running with the Land. Concurrently with the levy of the Assessment(s), the Landowners shall approve and accept in writing the levy of the Assessment(s) on all land owned by the Landowners and shall approve and accept in writing the Home Buyer Disclosure Program in substantially the same form as attached as **Exhibit F** hereto and shall cause to be recorded against the Property covenants running with the land that will bind any and all current and successor Developers and owners of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and that the purchasers of such land take their title subject to and expressly assume the terms and provisions of such Assessments and the liens created thereby; and (ii) comply with the Home Buyer Disclosure Program.

3.3 City PID Fee. A fee in the amount of $500.00 per residential lot (the "City PID Fee") shall be paid, or caused to be paid, by Developer on a phase-by-phase, per lot basis based on the number of residential lots located within the final plat of each phase of the Project. Payment of the full amount of the City PID Fee against a particular phase shall be due and paid by the Developer at least one business day prior to delivery of PID Bonds attributable to such phase(s). The City PID Fees received by the City shall be deposited into a separate fund or account of the City and used to fund capital improvements that benefit the Property.

ARTICLE IV
AUTHORIZED IMPROVEMENTS AND PUBLIC INFRASTRUCTURE

4.1 Authorized Improvements. The Budgeted Costs, including Authorized Improvements, are subject to change and shall be updated consistent with the Service and Assessment Plan, and the PID Act. The Authorized Improvements shall be identified and included on each approved site plan and final plat(s) for the Public Infrastructure as each final plat/site plan for each phase of the Property is approved by the City. The Developer shall provide an updated **Exhibit C** with each final plat application, or site plan application as applicable, consistent with the PID requirements and this Agreement. Upon approval by the City Council of an updated **Exhibit C** with each final plat application; site plan application; approval of the Service and Assessment Plan or update or amendment to the Service and Assessment Plan, this Agreement shall be deemed amended to include such approved updated **Exhibit C**. The Budgeted Costs and/or Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed in accordance with the PID requirements and in accordance with the City Regulations, as such City Regulations may be varied by the Concept Plan, the Preliminary Plat, and the Development Standards.

4.2 Construction, Ownership, and Transfer of Public Infrastructure.

(a) Construction Plans. The Developer shall prepare, or cause to be prepared, plans and specifications for each of the Public Infrastructure and have them submitted to the City for approval in accordance with the City Regulations, as such City Regulations may be varied by the Concept Plan, the Preliminary Plat, and the Development Standards. The Developer shall provide, or cause to be provided, the plans and specifications for the first phase of Development within six (6) months of the Effective Date of this Agreement.

(b) Contract Award. The contracts for construction of the Public Infrastructure shall be let in the name of the Developer. The Developer's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents for the Public Infrastructure. The Developer shall administer the contracts. The Budgeted Costs, which are estimated on **Exhibit C**, shall be paid from the PID Bond Proceeds, if PID Bonds are issued, in accordance with the Bond Indenture, or reimbursed by the collected Assessments pursuant to the terms of a Reimbursement Agreement through the Certification for Payment Form process where the Developer or the Developer's assignee will submit invoices for payment.

(c) Construction Standards and Inspection. The Public Infrastructure will be installed within the public right-of-way or in easements granted without cost to the City. The Public Infrastructure shall be constructed and inspected in accordance with applicable state law, City Regulations, as such City Regulation may be varied by the Concept Plan, the Preliminary Plat, and all others applicable development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Public Infrastructure.

(d) Competitive Bidding. This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then alternative delivery methods may be used by the City as allowed by law.

(e) Ownership. All of the Public Infrastructure shall be owned by the City or Johnson SUD, where applicable, upon acceptance of them by the City or Johnson SUD using procedures established by the City Regulations and this Agreement. The Developer agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate or ensure the dedication of easements for the Public Infrastructure, as applicable, to the City and the public.

(f) Public Infrastructure Constructed on the Property. If the Public Infrastructure is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Public Infrastructure. If the Public Infrastructure is on land owned by the Developer, the Developer shall dedicate easements by plat or shall execute and deliver to the City or Johnson SUD, as applicable, such access and maintenance easements as the City or Johnson SUD may reasonably require in recordable form, and the Developer hereby grants to the City a permanent access and maintenance easement to enter upon such land for purposes related to inspection and maintenance of the City-owned Public Infrastructure. The grant of the permanent easement shall not relieve the Developer of any obligation to grant the City title to property and/or easements related to the Public Infrastructure as required by the City Regulations or this Agreement or in the City's reasonable judgment to be granted to provide for convenient access to and routine and emergency maintenance of such Public Infrastructure. The provisions for inspection and acceptance of such Public Infrastructure shall be in accordance with the City Regulations except as modified by this Agreement.

4.3 Operation and Maintenance of the Public Infrastructure.

(a) Water Infrastructure. Upon inspection, approval, and acceptance of the water Public Infrastructure or any portion thereof, Johnson SUD shall maintain and operate the accepted water Public Infrastructure.

(b) Sewer Infrastructure. Upon inspection, approval, and acceptance of the sewer Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water Public Infrastructure.

(c) Roadway and Storm Water Infrastructure. Upon inspection, approval, and acceptance of the roadway and associated storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted roadway and associated storm water Public Infrastructure.

(d) HOA Maintained Infrastructure. The HOA, as applicable, shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas, and any other related common improvements or appurtenances not maintained and operated by the City.

ARTICLE V
ADDITIONAL DEVELOPER AND CITY OBLIGATIONS

5.1 Mandatory Property Owners' Association and Homeowners' Association.

The Developer will create a mandatory homeowners' association ("HOA") over the Property, which HOA, in accordance with City Regulations and through its covenants, conditions and restrictions filed in the Real Property Records of Johnson County or its by-laws, shall be required to assure compliance with this Agreement, and shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, right-of-way irrigation systems, detention ponds, right-of-way landscaping, screening walls, drainage areas, detention areas, and other related improvements or appurtenances that are not required to be dedicated or maintained and operated by the City within the residential portion of the Property. Common residential areas, including but not limited to all landscaped entrances to the residential portions of the Property and right-of-way landscaping, and all other improvements not maintained by the City shall be maintained solely by the HOA. The HOA shall be required to pay ad valorem taxes on any property owned by the HOA.

5.2 Retail Water Service to the Property. Johnson SUD holds the certificate of convenience and necessity to provide retail water service to the Property. The Parties agree that Johnson SUD will provide retail water to the Property.

5.3 Retail Sewer Service to the Property. The Parties agree that the City will obtain the certificate of convenience and necessity in order to provide retail sewer service to the Property after creation of the PID, and upon obtaining such certificate of convenience and necessity, the City will provide full retail sewer service to the Property. Prior to the completed expansion of the City wastewater treatment plant and the City's ability to provide full retail sewer service to the entire Development, the Developer, at the Developer's sole cost and responsibility, shall be allowed to provide pump and haul services for Development. The Developer agrees to work with the City to determine the drop-off location of such pump and haul service. In the alternative, the City, in its sole discretion, may utilize its existing sewer system to provide sewer service to the first phase of Development or a combination of utilizing its existing sewer system and/or the City may provide pump and haul services. After the completion of (i) expansion of the City's wastewater treatment plant, (ii) construction of a new wastewater treatment plant for the City, or (iii) construction of a temporary wastewater treatment plant for the City, the City, at no cost to the Developer, shall be solely responsible for providing sewer services needed to serve the Development.

5.4 Expansion of Wastewater Infrastructure and Wastewater Treatment Plant.

(a) The Parties agree that the City intends to expand the City's wastewater infrastructure and wastewater treatment plant (the "Wastewater Projects"). As such, the City intends to enter into a cost-sharing agreement with the Developer and other third-parties/developers related to construction of the Wastewater Projects (the "Cost-Sharing Agreement"). The City and Developer agree that the terms of the Cost-Sharing Agreement shall be determined at a later date.

(b) The City shall file for a discharge permit of treated wastewater on or before February 18, 2022.

(c) Within thirty (30) days of the City obtaining the pre-approvals necessary for (i) the expansion of the City's wastewater treatment plant, (ii) construction of a new wastewater treatment plant for the City, or (iii) construction of the temporary wastewater treatment plant for the City, the City shall enter into a contract, as applicable, for (i) the expansion of the City's wastewater treatment plant, (ii) construction of a new wastewater treatment plant for the City, or (iii) construction of a temporary wastewater treatment plant for the City.

(d) The City shall diligently pursue and complete construction of the Wastewater Projects, subject only to a TCEQ Delay. As used herein, a "TCEQ Delay" shall mean any delay in City's receipt of the necessary permits, consents, and approvals for the construction or operation of the Wastewater Projects from the TCEQ, despite City acting diligently, reasonably, and in good faith to obtain such necessary TCEQ permits, consents, and approvals, and which delay in no event was caused by any act or omission of the City. .

5.5 Temporary Sewer Infrastructure. Parties will work together to seek a temporary sewer infrastructure solution in order to provide temporary sewer capacity for the Development, which may be utilized in lieu of or in conjunction with pump and haul services.

5.6 Fire Station Site. The Developer agrees to reserve an approximately two-acre site within the Development in a location mutually agreed to by the Parties for construction of a fire station.

ARTICLE VI
PID BONDS

6.1 PID Bonds.

The City shall consider issuing PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the Project Fund). The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of PID Bonds by the City (in one issue or in a series of issues over the years as set out in any PID approved by the City). On or prior to December 31, 2022, the City staff will submit to the City Council, agenda items to approve the issuance of the first series of PID Bonds. Notwithstanding the foregoing, the City's obligation to approve the issuance of PID Bonds is at the sole discretion of the City and is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council.

Developer may request issuance of PID Bonds by filing with the City a list of the Authorized Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Authorized Improvements. The issuance of each series of PID Bonds is further subject to all of the following conditions:

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvements to be financed and that there is sufficient security for the PID Bonds to be creditworthy.

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of special assessment revenue levied against property within the PID. City administration costs shall include those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The Service and Assessment Plan and the Assessment Ordinance levying assessments on all or any portion of the Property benefitted by Authorized Improvements provide for amounts sufficient to pay all costs related to such PID Bonds.

(e) The Developer is current on all taxes, assessments, fees and obligations to the City, including without limitation payment of Assessments.

(f) The Developer is not in default under this Agreement or, with respect to the Property, any other agreement to which Developer and the City are parties.

(g) No outstanding PID Bonds, secured by Assessments on the Property, are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

6.2 Non-Bank Qualified Debt.

(a) In any calendar year in which PID Bonds are issued, the Developer agrees to pay the City additional costs occurring solely from the difference in interest cost ("Additional Costs") the City may incur in the issuance of City obligations (the "City Obligations") as described in this Section if the City Obligations are deemed not to qualify for the designation of "qualified tax-exempt obligations" ("QTEO") as defined in section 265(b)(3) of the Internal Revenue Code of 1986, as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. Additionally, the City will provide the Developer on an annual basis no later than December 15th each year the projected amount of City Obligations to be issued in the upcoming year based on its annual budget process.

(b) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its Financial Advisor, shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior using independent third party public pricing information to the date of the pricing of the PID Bonds (the "Estimated Additional Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional Costs to the City on or before the earlier of (i) ten (10) business days after the date of the City's invoice or (ii) fifteen (15) business days prior to pricing the PID Bonds. The City shall not be required to price or sell any issue of PID Bonds until the Developer has paid to the City the Estimated Additional Costs related to the PID Bonds then being issued. The Estimated Additional Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased Costs. In the event the Actual Increased Costs are less than the Estimated Additional Costs, the City will refund to the Developer the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Actual Increased Costs are more than the Estimated Additional Costs, the Developer will pay to the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs. If the Developer does not pay the City the difference between the Actual Increased Costs and the Estimated Additional Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(c) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City's Financial Advisor shall calculate the estimated Additional Costs based on the market conditions as they exist approximately forty-five (45) days prior to the date of the pricing using independent third party public pricing information of the City Obligations (the "Estimated Additional City Obligation Costs"), the City shall provide a written invoice to the Developer, and the Developer shall have 10 days to review and provide input on the calculation to the City. The Developer shall pay such Estimated Additional City Obligation Costs to the City at least fifteen (15) days prior to pricing the City Obligations. If the Developer has not paid the Estimated Additional City Obligation Costs to the City by the required time, the City, at its option, may elect to designate such City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year. The Estimated Additional City Obligation Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Upon the City's approval of the City Obligations, the City's Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO (the "Actual Increased City Obligation Costs"). The City will, within five (5) business days of the issuance of the City Obligations, notify the Developer of the Actual Increased City Obligation Costs. In the event the Actual Increased City Obligation Costs are less than the Estimated Additional City Obligation Costs, the City will refund to the Developer the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Actual Increased City Obligation Costs are more than the Estimated Additional City Obligation Costs, the Developer will pay to the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs. If the Developer does not pay the City the difference between the Actual Increased City Obligation Costs and the Estimated Additional City Obligation Costs within ten (10) business days of the date of the City's Notice to the Developer of the Actual Increased City Obligation Costs, the Developer shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

(d) To the extent any developer(s) or the Developer(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or Developer(s) (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or Developer(s) (including the Developer, as applicable) as necessary so as to put all developers and the Developer so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of such Additional Costs.

(e) The City shall charge Additional Costs attributable to any other developer or the Developer on whose behalf the City has issued debt in the same manner as described in this Section 6.2, and the Developer shall only be liable for its portion of the Additional Costs under this provision, and if any Additional Costs in excess of the Developer's portion had already been paid to the City under this provision, then such excess of Additional Costs shall be reimbursed to the Developer. The portion owed by the Developer shall be determined by dividing the total bond proceeds from any debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Developer) in such calendar year.

ARTICLE VII
PAYMENT OF AUTHORIZED IMPROVEMENTS

7.1 Improvement Account of the Project Fund. On the date of issuance of any PID Bonds, the City shall establish the Improvement Account of the Project Fund and the Developer Improvement Account of the Project Fund, if necessary, in accordance with the applicable Bond Indenture. Any Improvement Account of the Project Fund and Developer Improvement Account of the Project Fund shall be maintained as provided in the Bond Indenture and shall not be commingled with any funds of the City. Any Improvement Account of the Project Fund and Developer Improvement Account of the Project Fund shall be administered and controlled (including signatory authority) by the City, or the trustee bank for the PID Bonds, and funds in the Improvement Account of the Project Fund and the Developer Improvement Account of the Project Fund shall be deposited and disbursed in accordance with the terms of the Bond Indenture. In the event of any conflict between the terms of this Agreement and the terms of the Bond Indenture relative to deposit and/or disbursement, the terms of the Bond Indenture shall control.

7.2 Cost Overrun. In advance of the Developer letting a contract for the Authorized Improvements, the City shall confirm that the cost for construction of such Authorized Improvements is generally consistent with the Budgeted Costs provided on **Exhibit C,** as amended from time to time pursuant to this Agreement, each final plat application, site plan application, and/or approval of the Service and Assessment Plan or update or amendment to the Service and Assessment Plan. If the total cost of an Authorized Improvements (or segment or section thereof) exceeds the Budgeted Cost for such Authorized Improvement (or segment or section thereof) (a "Cost Overrun"), the Developer shall be solely responsible for the remainder of the Authorized Improvements Costs (or segment or section thereof), except as provided for in Section 7.3 below.

7.3 Cost Underrun. If, upon the completion of construction of an Authorized Improvement (or segment or section thereof) and payment or reimbursement for such Authorized Improvement, there are Cost Underruns, any remaining Budgeted Cost(s) may be available to pay Cost Overruns on any other Authorized Improvement. Prior to completion of all of the Authorized Improvements (or segment or section thereof), any anticipated Cost Underruns for such Authorized Improvement (or segment or section thereof) may be applied to any Cost Overruns on any other Authorized Improvement. If, upon completion of the Authorized Improvements (or segment or section thereof) in any improvement category, there are funds remaining in any improvement categories, those funds can then be used to reimburse the Developer for any qualifying "hard" costs or actual "construction costs" (as opposed to soft costs) of the Authorized Improvements (or segment or section thereof) that have not been previously paid.

7.4 Remainder of Funds in the Improvement Account and Developer Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law. If funds remain in the Developer Improvement Account of the Project Fund after completion of all Authorized Improvements and payment of all Authorized

Improvements Costs as provided in the Bond Indenture, then such funds shall be returned to the Developer.

7.5 Payment Process for Authorized Improvements.

(a) The City shall authorize reimbursement of the Authorized Improvement Costs from PID Bond proceeds. The Developer shall submit a Certification for Payment Form to the City for Authorized Improvement Costs including a completed segment, section or portion of an Authorized Improvement, as approved by the City. The Certification for Payment Form is set forth in **Exhibit H**, as may be modified by the Bond Indenture or a Reimbursement Agreement, if applicable. The City shall review the sufficiency of each Certification for Payment Form (each, a "Payment Certificate") with respect to compliance with this Agreement, compliance with City Regulations, as such City Regulations may be varied by the Concept Plan, the Preliminary Plat, and compliance with the SAP. The City shall review each Payment Certificate within thirty (30) business days of receipt thereof and upon approval, certify the Payment Certificate pursuant to the provisions of the Bond Indenture or Reimbursement Agreement, if applicable, and payment shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, if applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement. If a Payment Certificate is approved only in part, the City shall specify the extent to which the Payment Certificate is approved and payment for such partially approved Payment Certificate shall be made to the Developer or its designee pursuant to the terms of the Bond Indenture or Reimbursement Agreement, as applicable, provided that funds are available under the Bond Indenture or Reimbursement Agreement.

(b) If the City requires additional documentation, timely disapproves or questions the correctness or authenticity of the Payment Certificate, the City shall deliver a detailed Notice to the Developer within fifteen (15) business days of receipt thereof, then payment with respect to disputed portion(s) of the Payment Certificate shall not be made until the Developer and the City have jointly settled such dispute or additional information has been provided to the City's reasonable satisfaction. In no event shall the City require both an all-bills-paid affidavit and copies of cleared checks to be provided as additional documentation. The City agrees that providing either an all-bills-paid affidavit or copies of cleared checks shall be sufficient.

(c) The City shall reimburse the lesser of: (i) the Budgeted Costs as set forth in **Exhibit C** and the SAP, and (ii) the actual Authorized Improvement Costs, from funds available pursuant to the Bond Indenture or a Reimbursement Agreement, as applicable.

(d) Reimbursement to the Developer for PID creation expenses and to the City for Administrative Expenses relating to the creation of each PID, the levy of Assessments and issuance of PID Bonds may be distributed at closing of the PID Bonds pursuant to a Closing Disbursement Request, in the form attached to the Bond Indenture.

ARTICLE VIII
ANNEXATION; ZONING; DISANNEXATION

8.1 Annexation. This Agreement constitutes the consent of Developer to the City's full purpose annexation of the Property, subject to the conditions set forth in this Agreement. The Developer shall submit a petition for voluntary annexation of the ETJ Property to the City in compliance with Chapter 43 of the Texas Local Government Code, as amended, within three (3) days of the City's approval of the PID Creation Resolution, which annexation petition shall be held in escrow by the City. The petition for voluntary annexation may be released from escrow upon the later of the following: (a) thirty (30) days from the City's approval of the PID Creation Resolution and (b) upon the City's filing for a discharge permit of treated wastewater as provided in Section 5.4(b) above. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the ETJ Property into the City's corporate limits. Within ten (10) days of the City's annexation of the ETJ Property, the Developer shall a petition for voluntary annexation of the Remaining Property to the City in compliance with Chapter 43 of the Texas Local Government Code, as amended. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Remaining Property into the City's corporate limits and the Parties agree that the annexation of the Remaining Property shall occur simultaneously with or after the City's approval of the preliminary SAP. Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist, the City shall initiate Annexation proceedings following the receipt of the petitions for voluntary annexation of the ETJ Property and the Remaining Property pursuant to this Section 8.1. No subsequent change in the law regarding Annexation shall affect the enforceability of this Agreement or the City's authority to annex the Property.

8.2 Service Plan. This Agreement constitutes a service plan in compliance with Subchapter C-3, Chapter 43, Texas Local Government Code. Currently the City provides no service other than plat review. In addition to the infrastructure and utility service described in this Agreement, upon annexation of the Property, the City will provide the same police and fire services available to other citizens of the City.

8.3 Zoning of the Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 8.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the portion of the Property annexed into the City as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property as a planned development district consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement within forty-five (45) days of annexation of the Remaining Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section. Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the City to zone, or to determine appropriate zoning, and the City reserves the right, at all times, to control the zoning process for all property that is to be zoned as a planned development district.

8.4 Withdrawal of Petition for Consent. Developer agrees to withdraw its petition for consent to the creation of a water district encompassing the Property previously filed with the City within five (5) days of the City letting a contract for (i) expansion of the City wastewater treatment plant, (ii) construction of a new wastewater treatment plant for the City, or (iii) construction of a temporary wastewater treatment plant for the City, as provided in Section 5.4(c) above.

8.5 Disannexation of the Property. Subject to the request of the landowner(s), the City agrees to disannex the Property from the City's corporate limits if the City fails to enter into a contract, within the time constraint as provided in Section 5.4(c) above, for (i) expansion of the City's wastewater treatment plant, (ii) construction of a new wastewater treatment plant for the City, or (iii) construction of a temporary wastewater treatment plant for the City.

ARTICLE IX
DEVELOPMENT

9.1 Full Compliance with City Regulations. The City and Developer acknowledge and agree that except as expressly waived, modified or abated by this Agreement all of the City Regulations, as such City Regulations may be varied by the Concept Plan, the Preliminary Plat, and the Development Standards, in effect on the Effective Date of this Agreement, and applicable to the Property shall apply to any and all development activity undertaken on the Property (or any portion of the Property) in connection with the Development.

9.2 Development in Compliance with Concept Plan and Development Standards. Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Concept Plan attached as **Exhibit D**, including any amendments thereto, the Preliminary Plat attached as **Exhibit D-1** hereto, the Development Standards, and applicable City Regulations so long as the City Regulations do not conflict with the Concept Plan and the Development Standards. In the event of a conflict between the City Regulations and this Agreement, this Agreement, including the exhibits, shall control.

9.3 Single-family Homes and Other Buildings. All single-family homes and other buildings constructed within the Property shall comply with the City's building codes. The City shall review construction plans, issue building permits, inspect construction and issue certificates of occupancy or completion in accordance with its City Regulations. The City agrees that the issuance of building permits shall be performed in a timely manner and without undue delay. The fees for the building permits shall be charged at the time of construction plan submission by the homebuilder. The Parties hereto find that the area described herein constitutes an area of architectural important and significance and the City Council of the City hereby designates it as an area of architectural important and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, the Developer voluntarily consents to the application of all City rules, provisions, ordinances, orders, building codes, and other Development Standards existing as of the Effective Date hereof, (the "Regulations") that govern the use or installation a building product or material in the construction, renovation, maintenance, or other alteration of a building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, that are not in conflict with the Regulations. In addition, the Developer voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The Parties agree that: (a) the City will not issue any permits for the Property in violation of this Section; (b) the covenants contained within this Section constitute a material term of this Agreement; (c) the Developer's voluntary consent to the application of the Regulations to the Property, as described in this Section, constitutes a material inducement for the City to authorize the incentives herein; (d) the covenants contained herein shall run with the land and shall bind the Developer and all successors and assigns including end buyers; and (e) this Section shall survive termination or expiration of this Agreement.

9.4 Vested Rights. This Agreement and the exhibits attached hereto, including the Concept Plan and the Development Standards, shall constitute "permits" in a series of permits for the Property under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. The Parties acknowledge that the Concept Plan and the Development Standards are the basis upon which zoning will be considered and that more detailed zoning regulations will apply upon adoption. The City acknowledges that the Developer would not enter into this Agreement but for the adoption the of agreements herein including the Concept Plan and the Development Standards.

9.5 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Public Infrastructure and capital improvement plan projects to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City may take reasonable steps to secure same through the use of the City's power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary costs, including but not limited to, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage, and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City's discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all eligible Eminent Domain Fees from PID Bonds, or if PID Bonds are not issued, Assessments.

9.6 Concept Plan. The City's approval of the Concept Plan herein constitutes the acknowledgement that the Development is consistent with the City's Comprehensive Plan, as amended. Such approval does not constitute the City's agreement that any specific portion of the Development depicted within **Exhibit D** conforms to the City Regulations, as same may be modified by this Agreement. Any amendment to the Concept Plan pursuant to the City's zoning process, platting process, and/or site plan process shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. The City Manager may administratively approve any amendments to the Concept Plan that the City Manager deems in his or her reasonable discretion to be minor in nature.

ARTICLE X
DEVELOPMENT PROCESS AND CHARGES

10.1 Development Fees. Except as otherwise provided herein, Development of any portion of the Property shall be subject to payment to the City of the applicable fees, in existence at the time of each plat recordation for each respective phase associated with the Development according to the City Regulations in effect at the time of such plat recordation, including water tap fees, permit fees, site development fees, building permit fees, inspection fees, and any other like charges. The fee schedule applicable to the Property shall not be greater than such fees applicable to all development within the corporate limits of the City.

10.2 Open Space and Waiver of Park Fees. Developer agrees to provide such open space as shown on the Concept Plan attached hereto as **Exhibit D** and upon providing of same, the City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to: (1) assess, levy, or collect fees for parks, recreation, open space, and open space facilities and purposes in connection with the development of the Property; and (2) require one or more dedications of land for such purposes in lieu of assessing, levying, and collecting such fees for park recreation, and open space facilities.

10.3 Impact Fees.

(a) The Developer is responsible for the construction or causing the construction of all Public Infrastructure, to the extent such improvements are necessitated by and attributable to the development of the Property. The Parties agree that Public Infrastructure will include all of the capital improvements and facility expansions necessitated by and attributable to the Development. The City shall assess applicable wastewater, and roadway impact fees against the Property in accordance with Chapter 395, Texas Local Government Code and City regulations, as such amounts of impact fees exists on the Effective Date of this Agreement and which wastewater impact fees are currently $2,541.00 per single family residential lot and are $2,349.00 per single family residential lot for roadway impact fees. The payments of impact fees are subject to Developer's right to credits pursuant to City regulations and this section 10.3.

(b) Developer is entitled to offsets or credits against impact fees assessed pursuant to City regulations for costs and expenses actually incurred by Developer in the design, installation, construction, and completion of the impact fee eligible Public Infrastructure. The Impact Fee Credits will be credited to the benefit of Developer as and when Developer provides documentation to the City reflecting the eligible Public Infrastructure construction costs incurred by Developer.

(c) To extent Developer incurs costs associated with the construction of offsite sewer infrastructure and offsite roadway infrastructure not needed to serve the development of the Property, as shown on **Exhibit H** attached hereto or as further described below, the City will enter into an agreement for reimbursement of those amounts.

10.4 Early Warning System. The Developer agrees to pay or cause to be paid to the City a fee for the actual cost of two (2) outdoor warning devices up to the amount of $100,000.00 (up to $50,000 for each outdoor warning device multiplied by two (2)) to the City solely for the purpose of obtaining and installing each outdoor warning device to serve portions of the Property not already served by an outdoor warning device. The Developer shall pay such cost as required by the City or cause to be paid: (i) up to $50,000.00 for the actual cost of one (1) warning device upon the closing of the first series of PID Bonds, and (ii) up to $50,000.00 representing payment for the actual cost of the second outdoor warning device upon the closing of the second series of PID Bonds. At the option of the Developer, the Developer may install or caused to be installed the outdoor warning devices. If the Developer elects for the City to install the outdoor warning devices, the City agrees that the outdoor warning devices will not be placed on private property, including any HOA property, and to the extent safety needs can be adequately met, will place the outdoor warning devices on park property owned by the City or other City property.

10.5 **INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ANY SUCCESSORS AND ASSIGNS OF THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER, OR ANY ARCHITECT, ENGINEER, OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY**

ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF THE DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. THE DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND THE DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 10.5 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT ONLY IF THIS AGREEMENT IS RECORDED IN THE REAL PROPERTY RECORDS OF JOHNSON COUNTY.

THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

10.6 **DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW, AND FEDERAL, STATE, AND LOCAL ORDINANCES, RULES AND REGULATIONS/ DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE PUBLIC INFRASTRUCTURE TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTIONS;

(b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR

(c) NUISANCE.

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER HEREBY AGREES AND ACKNOWLEDGES, WITHOUT WAIVING CLAIMS RELATED SOLELY TO EXACTIONS NOT CONTEMPLATED BY THIS AGREEMENT, THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(B) THIS SECTION 10.6 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT ONLY IF THIS AGREEMENT IS RECORDED IN THE REAL PROPERTY RECORDS OF JOHNSON COUNTY.

10.7 Inspections and Permitting. The City shall have a right to inspect, as authorized or required by City Regulations, the construction of all structures, Public Infrastructure, and any public improvements necessary to support the proposed development within the Property, including water, sewer, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. Developer shall take all steps necessary to ensure that the City shall be the beneficiary of the required two-year maintenance bond the Developer, or Developer's contractors, shall provide for all Public Infrastructure, including but not limited to, assignment or transfer of the bond to appear in the City's name and obtaining approval from the surety authorizing said assignment or transfer. Except as otherwise provided in this Agreement, if the City finds that such improvements have been substantially completed in accordance with the final plats and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in Article V of this Agreement located on the Property which may be owned by the City but shall be maintained by the HOA.

10.8 Temporary Street Closures. To the extent reasonably requested by the Developer in connection with the construction of the Public Infrastructure, the City shall grant and issue to the Developer all necessary permits to authorize temporary closures of, and shall grant and issue to the Developer all necessary permits to make cuts or other perforations in, demolish and excavate all or portions of any street, alley or other public right-of-way that is under reasonable control of the City and that is contained in whole or in part within the Property or that abuts any portion of the Property; provided however, all such actions are subject to the City's obligations to preserve and protect public health, safety, and welfare.

10.9 Joint Cooperation. During the planning, design, development, and construction of the private improvements and the Public Infrastructure on the Property, the Parties agree to cooperate and coordinate with each other, and to assign appropriate, qualified personnel to this Development. The City will make reasonable efforts to accommodate urgent or emergency requests during construction. In order to facilitate a timely review process, the Developer shall cause the architect, engineer, and other design professionals to attend City meetings if requested by the City.

ARTICLE XI
TERM

The term of this Agreement shall commence on the Effective Date and run for a period of thirty-five (35) years unless extended by mutual agreement of the Developer and the City or thirty (30) years after the last issuance of PID Bonds, whichever is later.

ARTICLE XII
EVENTS OF DEFAULT; REMEDIES

12.1 Events of Default. No Party shall be in default under this Agreement until Notice of the alleged failure of such Party to perform has been given in writing (which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written Notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

12.2 Remedies. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance of the other party's obligations under this Agreement. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT AND PREVENT THE DEVELOPER OR THE CITY FROM RECEIVING ANY REIMBURSEMENTS OR PAYMENTS DUE AND OWED TO THE DEVELOPER OR THE CITY UNDER THIS AGREEMENT, OR ANY REIMBURSEMENT AGREEMENT.

ARTICLE XIII
ASSIGNMENT AND ENCUMBRANCE

13.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer and any Assignee have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement to any person or entity (an "Assignee") (a) without City consent, but with Notice to the City, if (i) the Assignee is or will become an owner of any portion of the Property or (ii) the Assignee is a lienholder or an Affiliate or related entity of Developer; or (b) with the City Manager's prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform to the City Manager's reasonable satisfaction), if to any other person or entity. The Developer shall maintain written records of all assignments made by the Developer to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

Any receivables due under this Agreement, any construction funding agreement, or any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government

Code), may be assigned by Developer without the consent of, but upon written Notice to the City in accordance with Section 15.2 of this Agreement. The Developer may also collaterally assign the PID receivables as collateral to a lender, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City.

13.2 Assignment by the City. The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of the Developer. Provided however, that this language does not apply to any real property interest which the City may have within the Development.

13.3 Encumbrance by Developer and Assignees. The Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written Notice to, the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

13.4 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent. Provided however, that this section shall not apply to any real property interests which the City may have in the Development.

13.5 Assignees as Parties. An Assignee authorized in accordance with this Agreement and for which Notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest (but not including End Buyer) in any part of the Property shall have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee's failure to perform the assigned obligations.

13.6 No Third-Party Beneficiaries. Subject to Section 13.1 of this Agreement, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

13.7 Notice of Assignment. Subject to Section 13.1 of this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

(a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written Notice of same to the City;

(b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;

(c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and

(d) the Notice must be signed by a duly authorized person representing the Developer.

ARTICLE XIV
RECORDATION AND ESTOPPEL CERTIFICATES

14.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of Johnson County. This Agreement binds and constitutes a covenant running with the Property. This Agreement, when recorded, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer of a Fully Developed and Improved Lot except for land use and development regulations, including the City Regulations, that apply to such lots.

14.2 Estoppel Certificates. From time to time upon written request of the Developer or any future Developer, and upon the payment of a $100.00 fee to the City, the City Manager, or his/her designee will, in his official capacity and to his reasonable knowledge and belief, execute a written estoppel certificate identifying any obligations of an Developer under this Agreement that are in default.

ARTICLE XV
ADDITIONAL PROVISIONS

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any Notice, submittal, payment, or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: Paul DeBuff City Manager City of Alvarado 104 West College Alvarado, Texas 76009
With a copy to:	Attn: Ashley D. Dierker City Attorney Taylor, Olson, Adkins, Sralla & Elam, LLP 6000 Western Place, Ste. 200 Fort Worth, Texas 76017
To Alvarado 429 Partners:	Attn: Clayton Snodgrass Alvarado 429 Partners, LLC 2121 Midway Road, Suite 155 Carrollton, Texas 75006

With a copy to: Attn: J. Prabha Cinclair
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

To GRBK: Attn: Bobby Samuel and Jed Dolson
GRBK Edgewood LLC
2805 Dallas Parkway, Suite 400
Plano, Texas 75093
Email: bsamuel@greenbrickpartners.com
jdolson@greenbrickpartners.com

With a copy to: Attn: Hilary Liston
GRBK Edgewood LLC
2805 Dallas Parkway, Suite 400
Plano, Texas 75093
Email: hliston@greeenbrickpartners.com

Any party may change its address or addresses for delivery of Notice by delivering written Notice of such change of address to the other party.

15.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

15.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

15.5 Entire Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

15.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

15.7 Applicable Law; Venue. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Johnson County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Johnson County District Court.

15.8 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

15.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

15.10 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Upon the Developer's purchase of the Property, the Developer certifies and represents that the Developer has full authority to execute this Agreement for the purposes herein stated without the joinder or consent of any other person or entity. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

15.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

15.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Depiction of the Property
Exhibit C	Authorized Improvements and Estimated Costs
Exhibit D	Concept Plan
Exhibit D-1	Preliminary Plat
Exhibit E	Development Standards
Exhibit F	Home Buyer Disclosure Program
Exhibit G	Landowner Agreement
Exhibit H	Offsite Infrastructure

15.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record this Agreement in the real property records of Johnson

County, which notifies Developers of Property of the obligations set forth in the Home Buyer Disclosure Program.

15.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

15.15 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the Force Majeure and a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time.

15.16 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and Developer expressly amending the terms of this Agreement.

15.17 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

15.18 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, or of partnership, joint venture or any association whatsoever between any one or more of the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

15.19 Captions. The descriptive captions of this Agreement are for convenience of reference only and shall in no way define, describe, limit, expand or affect the scope, terms, conditions, or intent of this Agreement.

15.20 Number and Gender. Whenever used herein, unless the context otherwise provides, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

15.21 Gift to Public Servant. The Developer shall not, and shall use commercially reasonable efforts to cause its contractors and agents to not, offer, or agree to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law. Notwithstanding any other legal remedies, the City may require the Developer to remove any employee or contractor of the Developer from performance responsibilities under this Agreement who has violated the restrictions of this section or any similar state or federal law.

15.22 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

15.23 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Developer and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

15.24 Form 1295. Submitted herewith is a completed Form 1295 in connection with the Developer's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Developer and the City understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[Signatures to Follow]

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

ATTEST:

____
Name: Debbie Thomas
Title: City Secretary

CITY OF ALVARADO, TEXAS

By: ______________________________
Name: ______________________
Title: Mayor

Date: ________________

APPROVED AS TO FORM

____
____________________, City Attorney

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the ____ day of ___________, 2021 by Jacob Wheat, Mayor of the City of Alvarado, Texas, a general law municipality, on behalf of said municipality.

____
Notary Public, State of Texas

Developer:

ALVARADO 429 PARTNERS, LLC,
a Texas limited liability company

By: ______________________
Name: Clayton Snodgrass
Its: Manager

STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 14 day of October, 2021 by Clayton Snodgrass, Manager of Alvarado 429 Partners, LLC, a Texas limited liability company, on behalf of said entity.

Rosa M. Garcia
Notary Public, State of Texas

ROSA M. GARCIA
My Notary ID # 124892205
Expires April 13, 2024

Developer:

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: ______________________
Name: Bobby Samuel
Its: Vice President

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 14 day of October, 2021 by Bobby Samuel, Vice President of GRBK EDGEWOOD LLC, a Texas limited liability company, on behalf of said entity.

Kristy Lyn Chandler
Notary Public, State of Texas
Notary ID 12977023-8
My Commission Exp. 04-01-2022

____
Notary Public, State of Texas

EXHIBIT A

Metes and Bounds Description

BEING a 429.401 acre tract of land situated in the **DAVID MITCHELL SURVEY, ABSTRACT NO. 586, JAMES B. CONGER SURVEY, ABSTRACT NO. 150, GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 625, AMOS M. JAMES SURVEY, ABSTRACT NO. 466, JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079,** in the City of Alvarado, Johnson County, Texas, being all of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and Lot 3, Block 1, SR20 Addition, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 10, Page 742, Plat Records, Johnson County, Texas, said point being in the west right-of-way line of County Road 607;

THENCE N 89°12'10" W, along the common line of said Robinson tract, and said Lot 3, Block 1, a distance of 2585.01 feet to a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 3, Block 1;

THENCE S 05°36'42" W, along the common line of said Robinson tract, and said Lot 3, Block 1, passing the common corner of said Lot 3, Block 1, and Lot 2, Block 1, of said SR20 Addition, and continuing a total distance of 1565.44 feet to a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE S 89°51'19" E, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 76.81 feet to a 1/2 inch iron rod found for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE S 00°06'33" W, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 90.02 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, said Lot 2, Block 1, and a tract of land described in a deed to Dixie Partners 8, LLC, recorded in Document Number 2018-04925, Deed Records, Johnson County, Texas;

THENCE S 88°54'58" W, along the common line of said Robinson tract, and said Dixie Partners 8, LLC tract, passing a 1/2 inch iron rod found at a distance of 4.08 feet, and continuing a total distance of 2602.59 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Dixie Partners 8, LLC tract, said point being in the east line of a tract of land described in a deed to Alvarado ISD, recorded in Volume 2691, Page 258, Deed Records, Johnson County, Texas;

THENCE N 00°37'20" W, along the common line of said Robinson tract, and said Alvarado ISD tract, a distance of 1672.90 feet to a 2 inch iron pipe found for the common corner of said Robinson tract, Alvarado tract, and a tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Deed Records, Tarrant County, Texas;

THENCE N 00°19'20" E, along the common line of said Robinson tract, and said Franklin tract, a distance of 2169.58 feet to a 1/2 inch iron rod found for the common corner of said Robinson tract, and said Franklin tract;

THENCE N 12°02'50" W, along the common line of said Robinson tract, and said Franklin tract, a distance of 761.63 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Franklin tract, said point being in the centerline of County Road 508, more or less;

THENCE N 60°07'21" E, along the north line of said Robinson tract, and along the centerline of said County Road 508, more or less, a distance of 1221.36 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SUREYING" set for the common corner of said Robinson tract, and a tract of land described in a deed to Simla Investments, LLC, recorded in Document Number 2018-05552, Deed Records, Johnson County, Texas;

THENCE S 29°22'14" E, along the common line of said Robinson tract, and said Simla Investments, LLC tract, passing a 1/2 inch iron rod found online at a distance of 23.38 feet, passing a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found at the common corner of said Simla Investments, LLC tract, and a tract of land described in a deed to Nava Legacy 49, LLC, recorded in Document Number 2019-34549, Deed Records, Johnson County, Texas at a distance of 441.15 feet, and continuing a total distance of 1730.13 feet to a 4 inch steel post found for the common corner of said Robinson tract, said Nava Legacy 49, LLC tract;

THENCE N 60°23'20" E, along the common line of said Robinson tract, and said Nava Legacy 49, LLC tract, a distance of 1883.36 feet to a 1/2 inch iron rod with plastic cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, said Nava Legacy 49, LLC tract, and a tract of land described in a deed to Silken Inc., recorded in Volume 2271, Page 110, Deed Records, Johnson County, Texas;

THENCE N 60°27'35" E, along the common line of said Robinson tract, and said Silken Inc tract, a distance of 1584.29 feet to a 5/8 inch iron rod found for the common corner of said Robinson tract, Block 1 Sage Meadows, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 8, Page 541, Plat Records, Johnson County, Texas;

THENCE S 04°15'09" W, along the common line of said Robinson tract, and said Block 1, a distance of 647.86 feet to a 5/8 inch iron rod found for the common corner of said Robinson tract, and said Block 1;

THENCE N 86°29'36" W, along the common line of said Robinson tract, and said Block 1, a distance of 257.82 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Block 1;

THENCE S 04°30'31" W, along the common line of said Robinson tract, and said Block 1, passing the common corner of said Block 1, and a tract of land in a deed to Carolyn K. Myers, recorded in Volume 3272, Page 803, Deed Records, Johnson County, Texas, described in Volume 2196, Page 326, Deed Records, Johnson County Texas, passing the common corner of said Myers tract, and a tract of land described in a deed to Antonino Alegria and Jeanette F. Alegria, recorded in Document Number 2012-05342, Deed Record, Johnson County, Texas, and continuing a total distance of 1325.63 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Alegria tract;

THENCE S 88°42'17" E, along the common line of said Robinson tract, and said Alegria tract, a distance of 904.65 feet to a 5/8 inch iron rod found for the common corner of said Robinson tract, and said Alegria tract;

THENCE S 00°19'40" E, along the common line of said Robinson tract, and said Alegria tract, passing a 5/8 inch iron rod found for an interior corner of said Alegria tract, said point being in the right-of-way line of said County Road 607, at a distance of 26.31 feet, and continuing along the east line of said Robinson tract, and along the west right-of-way line of said County Road 607, a total distance of 1765.89 feet to the **POINT OF BEGINNING** and containing 18,704,726 square feet or 429.401 acres of land more or less.

EXHIBIT B

Depiction of the Property

PROPERTY DESCRIPTION

BEING a 429.401 acre tract of land situated in the DAVID MITCHELL SURVEY, ABSTRACT NO. 586, JAMES B. CONGER SURVEY, ABSTRACT NO. 150, GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 625, AMOS M. JAMES SURVEY, ABSTRACT NO. 466, JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079, in the City of Alvarado, Johnson County, Texas, being all of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows

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THENCE N 89°12'10" W, along the common line of said Robinson tract, and said Lot 3, Block 1, a distance of 2585.01 feet to a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 3, Block 1

THENCE S 05°38'42" W, along the common line of said Robinson tract, and said Lot 3, Block 1, passing the common corner of said Lot 3, Block 1, and Lot 2, Block 1, of said SR20 Addition, and continuing a total distance of 1565.44 feet to a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 2, Block 1,

THENCE S 89°51'19" E, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 76.81 feet to a 1/2 inch iron rod found for the common corner of said Robinson tract, and said Lot 2, Block 1,

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THENCE N 00°19'20" E, along the common line of said Robinson tract, and said Franklin tract, a distance of 2169.56 feet to a 1/2 inch iron rod found for the common corner of said Robinson tract, and said Franklin tract,

THENCE N 12°02'50" W, along the common line of said Robinson tract, and said Franklin tract, a distance of 761.63 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Franklin tract, said point being in the centerline of County Road 508, more or less,

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THENCE N 86°29'36" W, along the common line of said Robinson tract, and said Block 1, a distance of 257.62 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Block 1,

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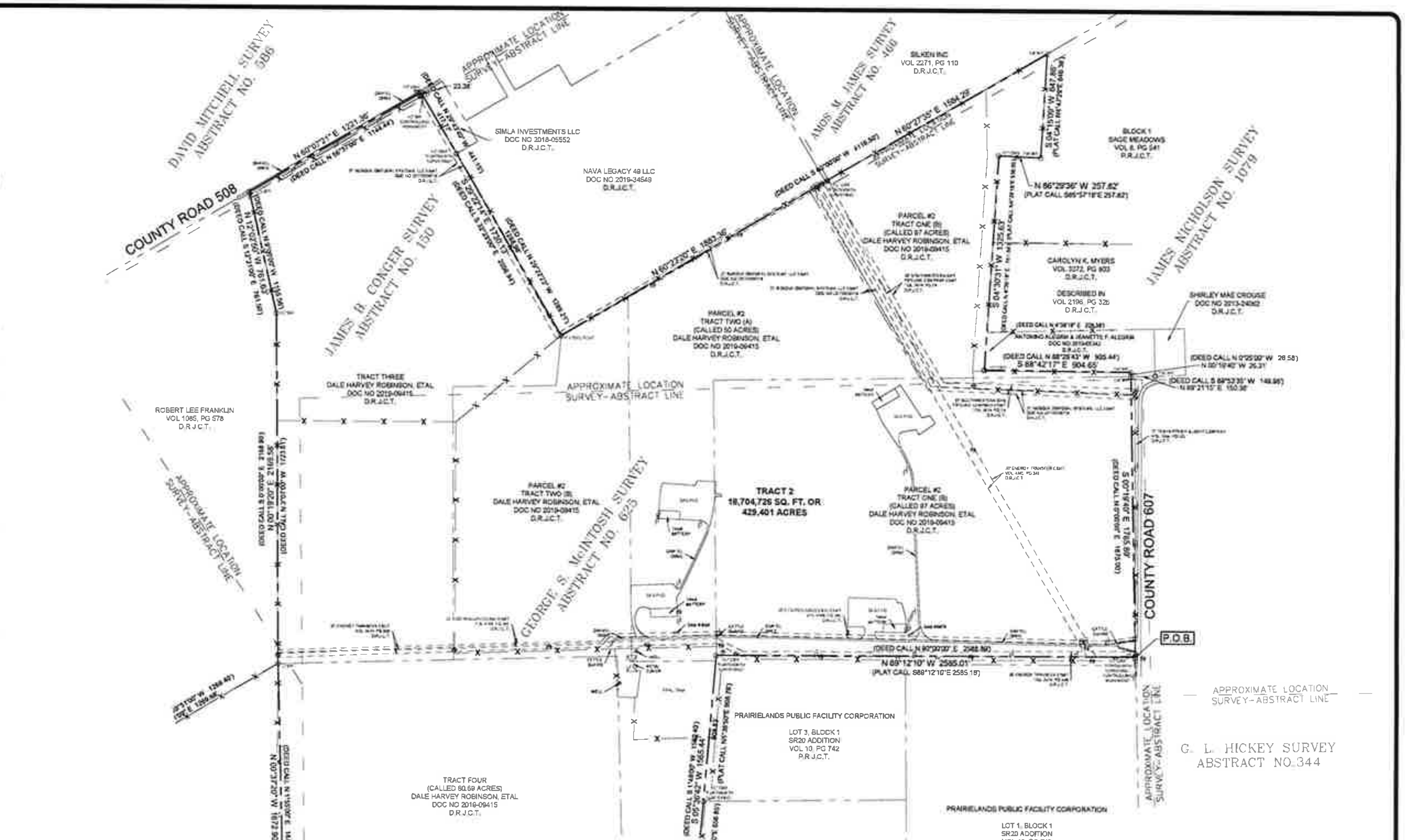
THENCE S 88°42'17" E, along the common line of said Robinson tract, and said Alegria tract, a distance of 904.65 feet to a 5/8 inch iron rod found for the common corner of said Robinson tract, and said Alegria tract;

THENCE S 00°19'40" E, along the common line of said Robinson tract, and said Alegria tract, passing a 5/8 inch iron rod found for an interior corner of said Alegria tract, said point being in the right-of-way line of said County Road 607, at a distance of 25.31 feet, and continuing along the east line of said Robinson tract, and along the west right-of-way line of said County Road 607, a total distance of 1765.69 feet to the POINT OF BEGINNING and containing 18,704,726 square feet or 429.401 acres of land more or less.



COUNTY ROAD 607

LAND TITLE SURVEY

429.401 ACRES

SITUATED IN THE
DAVID MITCHELL SURVEY, ABSTRACT NO. 586
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 625
AMOS M. JAMES SURVEY, ABSTRACT NO. 466
JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

LEGEND

BOLLARD
CABLE PEDESTAL
CLEAN OUT
DRAIN INLET
ELECTRIC BOX
ELECTRIC MAN HOLE
ELECTRIC VAULT
FENCE COLUMN
FIBER OPTIC MARKER
FIRE HYDRANT
FUEL PORT
GAS MAN HOLE
GAS METER
GAS VALVE
GRATE INLET
GREASE TRAP
GUY WIRE
IRRIGATION CONTROL VALVE
LIGHT POLE
MAIL BOX
MAN HOLE
MONITORING WELL
PIPELINE MARKER
POWER POLE
SANITARY SEWER MAN HOLE
SIGN
STORM DRAIN MAN HOLE
TELEPHONE MAN HOLE
TELEPHONE PEDESTAL
TELEPHONE VAULT
TRAFFIC SIGNAL BOX
TRAFFIC SIGNAL POLE
TRANSFORMER PAD
WATER METER
WATER VALVE
WATER VAULT
VAULT
IRF IRON ROD FOUND
"X" FND "X" FND
OHE OVERHEAD ELECTRIC LINE
CIRS 1/2" IRON ROD SET STAMPED "BLUESTAR SURVEYING"

SCALE 1" = 300'

SURVEYORS CERTIFICATION

I, Roy Rodriguez, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that the plat hereon represents the actual survey made on the ground and that all lines and dimensions shown are correct to the best of my knowledge and as found during the time of this survey. December 15, 2020.

Roy Rodriguez, R.P.L.S. No. 5590

BLUESTAR SURVEYING

WWW.BLUESTARSURVEYING.COM

JN 20-281 | GF # 105003459 | DATE 12/15/20

EXHIBIT C

Authorized Improvements

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021
REVISED: July 14, 2021

		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total 1-5
	NUMBER OF LOTS (50' x 120')	272	347	299	233	458	1609
	RIGHT OF WAY (ACRES)	13.57	13.93	14.36	11.23	20.42	73.52
	PUBLIC IMPROVEMENT DISTRICT						
I.	**ONSITE IMPROVEMENTS (WITHIN R.O.W.)**						
A.	EROSION CONTROL	$46,917	$49,089	$47,359	$37,119	$66,921	$247,405
B.	EARTHWORK	$153,768	$156,539	$165,727	$197,717	$228,476	$902,229
C.	PAVING	$1,875,734	$1,797,996	$1,951,918	$1,559,582	$2,641,601	$9,826,830
D.	WATER SYSTEM	$829,780	$878,860	$1,041,670	$578,538	$1,047,857	$4,376,705
E.	SANITARY SEWER SYSTEM	$875,161	$782,431	$963,008	$592,916	$1,036,510	$4,250,026
E1.	LIFT STATION	$750,000	-	$750,000	-	$750,000	$2,250,000
F.	DRAINAGE SYSTEM	$944,318	$807,368	$1,123,060	$882,855	$1,213,946	$4,971,546
G.	STREET LIGHTS ($1725/ea.)	$46,575	$39,675	$50,025	$32,775	$48,300	$217,350
H.	ENGINEERING/SURVEYING (13%)	$711,838	$581,397	$785,556	$500,334	$908,090	$3,487,216
I.	10% CONTINGENCY (A through G)	$547,568	$447,228	$604,274	$384,873	$698,531	$2,682,474
	TOTAL ONSITE IMPROVEMENTS	**$6,781,660**	**$5,540,583**	**$7,482,597**	**$4,766,709**	**$8,640,233**	**$33,211,782**
	COST PER LOT ONSITE	**$24,933**	**$15,967**	**$25,025**	**$20,458**	**$18,865**	**$20,641**
	COST PER NET ACRE ONSITE	**$97,340**	**$79,242**	**$81,156**	**$48,695**	**$90,040**	**$78,028**
II.	**OFFSITE ROADWAY IMPROVEMENTS**						
	APPROX. LENGTH STREET FUT. ARTERIAL (LF):	1,250	-	-	-	-	1,250
	COUNTY ROAD 508 — RIGHT OF WAY (ACRES)	1.15	-	-	-	-	1.15
A.	COUNTY ROAD 508 ($450/LF)	$562,500					$562,500
B.	ENGINEERING/SURVEYING (12%)	$67,500					$67,500
C.	CITY CONSTRUCTION INSPECTION FEES (3%)	$16,875					$16,875
D.	10% CONTINGENCY	$56,250					$56,250
	TOTAL	**$703,125**	**$0**	**$0**	**$0**	**$0**	**$703,125**
	APPROX. LENGTH STREET FUT. ARTERIAL (LF):	-	-	350	1,450	-	1,800
	COUNTY ROAD 607 — RIGHT OF WAY (ACRES)	-	-	0.32	1.33	-	1.65
A.	COUNTY ROAD 607 ($450/LF)			$157,500	$652,500		$810,000
B.	ENGINEERING/SURVEYING (12%)			$18,900	$78,300		$97,200
C.	CITY CONSTRUCTION INSPECTION FEES (3%)			$4,725	$19,575		$24,300
D.	10% CONTINGENCY			$15,750	$65,250		$81,000
	TOTAL	**$0**	**$0**	**$196,875**	**$815,625**	**$0**	**$1,012,500**
III.	**OFFSITE SEWER IMPROVEMENTS**						
A.	SANITARY SEWER	$250,000	$353,157			$851,864	$1,455,021
B.	ENGINEERING/SURVEYING (12%)	$30,000	$42,379			$102,224	$174,603
C.	CITY CONSTRUCTION INSPECTION FEES (3%)	$7,500	$10,595			$25,556	$43,651
D.	10% CONTINGENCY	$25,000	$35,316			$85,186	$145,502

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021
REVISED: July 14, 2021

		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Total 1-5
	NUMBER OF LOTS (50' x 120')	272	347	299	233	458	1609
	TOTAL	**$312,500**	**$441,446**	**$0**	**$0**	**$1,064,830**	**$1,818,776**
IV.	**OFFSITE JSUD WATER IMPROVEMENTS**						
A.	WATER ($1,700/Connection)	$462,400	$589,900	$508,300	$396,100	$778,600	$2,735,300
B.	ENGINEERING/SURVEYING (12%)						
C.	JSUD CONSTRUCTION INSPECTION FEES (3%)	$13,872	$17,697	$15,249	$11,883	$23,358	$82,059
D.	10% CONTINGENCY	$46,240	$58,990	$50,830	$39,610	$77,860	$273,530
	TOTAL	**$522,512**	**$666,587**	**$574,379**	**$447,593**	**$879,818**	**$3,090,889**
VI.	**GRAND TOTAL COST**	**$8,319,797**	**$6,648,616**	**$8,253,851**	**$6,029,927**	**$10,584,881**	**$39,837,072**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**272**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**11,824**
RIGHT OF WAY (ACRES)	**13.57**

PHASE 1 ONSITE IMPROVEMENTS (PID)

A. Erosion Control	**Units**	**Cost**	**Quantity**	**Total**
4. Inlet protection	EA	$225.00	43	$9,675
5. 8' wide curlex behind curb	LF	$1.30	23,648	$30,742
9. SWPPP & inspections	LS	$6,500.00	1	$6,500
TOTAL				**$46,917**

B. Earthwork	**Units**	**Cost**	**Quantity**	**Total**
1. Clearing & grubbing	AC	$550.00	13.57	$7,465
2. Street & lot excavation (2' Over R.O.W.)	CY	$2.20	43,793	$96,344
4. Process and place wet utility spoils	CY	$2.25	10,205	$22,961
6. Testing (Including compaction, density, and materials)	CY	$0.50	53,998	$26,999
TOTAL				**$153,768**

C. Paving	**Units**	**Cost**	**Quantity**	**Total**
1. 6" - 4000 PSI concrete street pavement (31' B-B)	SY	$33.00	40,727	$1,343,995
2. 8" (36lbs./sy) lime stabilized subgrade	SY	$2.70	43,355	$117,058
3. 36#/SY hydrated lime material	TN	$155.00	759	$117,600
4. 5' wide interior sidewalk along common areas (4,470 LF)	SF	$5.50	22,350	$122,925
5. Street signs, stop signs & poles	EA	$600.00	25	$15,000
6. Barrier free ramps	EA	$1,750.00	49	$85,750
7. Street Barricades	EA	$1,500.00	3	$4,500
8. Testing (Including compaction, density, and materials)	SY	$0.95	43,355	$41,187
9. Maintenance bond	LS	$27,720.21	1	$27,720
TOTAL				**$1,875,734**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**272**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**11,824**
RIGHT OF WAY (ACRES)	**13.57**

PHASE 1 ONSITE IMPROVEMENTS (PID)

D. Water System	**Units**	**Cost**	**Quantity**	**Total**
1. 12" PVC Pipe	LF	$50.00	2,300	$115,000
2. 8" PVC Pipe	LF	$30.00	10,048	$301,440
3. 8" Water in 14" Steel Encasement (Gas Crossing)	LF	$200.00	0	$0
4. 12" Valve	EA	$2,650.00	13	$34,450
5. 8" Valves	EA	$1,500.00	42	$63,000
6. 6" Valves	EA	$1,000.00	28	$28,000
7. Fire hydrant	EA	$3,400.00	28	$95,200
8. Fittings	TON	$5,500.00	12.3	$67,914
9. Connect to existing 12" water main	EA	$1,500.00	0	$0
10. Connect to existing 8" water main	EA	$1,250.00	2	$2,500
11. 1" Domestic service	EA	$700.00	70	$48,769
12. 1" Irrigation service	EA	$1,500.00	2	$3,000
13. Concrete Encasement	LF	$50.00	340	$17,000
14. Irrigation sleeves	LF	$17.50	240	$4,200
15. Testing (Including compaction, density, and materials)	LF	$3.00	12,348	$37,044
16. Maintenance bond	LS	$12,262.76	1	$12,263
TOTAL				**$829,780**

E. Sanitary Sewer System	**Units**	**Cost**	**Quantity**	**Total**
1. 8" SDR 35 PVC Pipe	LF	$31.00	11,471	$355,601
2. 6" Force Main (AWWA C-900)	LF	$25.00	4,308	$107,700
3. 5' Diameter manhole	EA	$5,500.00	0	$0
4. 4' Diameter manhole	EA	$3,850.00	46	$177,100
5. Cleanout	EA	$650.00	0	$0
6. 4" service	EA	$550.00	272	$149,600
7. Connect to existing sanitary sewer	EA	$1,000.00	0	$0
8. Concrete Encasement	LF	$50.00	340	$17,000
9. Testing (Including compaction, density, and materials)	LF	$3.50	15,779	$55,227
10. Maintenance bond	LS	$12,933.41	1	$12,933
TOTAL				**$875,161**

E1 Lift Station	**Units**	**Cost**	**Quantity**	**Total**
1. Temporary Lift Station (Services 615 Lots)	LS	$750,000.00	1	$750,000
TOTAL				**$750,000**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**272**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**11,824**
RIGHT OF WAY (ACRES)	**13.57**

PHASE 1 ONSITE IMPROVEMENTS (PID)

F. Drainage System	**Units**	**Cost**	**Quantity**	**Total**
1. 5' x 3' RCB	LF	$260.00	100	$26,000
2. 48" RCP	LF	$170.00	0	$0
3. 42" RCP	LF	$140.00	42	$5,880
4. 36" RCP	LF	$110.00	46	$5,060
5. 33" RCP	LF	$100.00	0	$0
6. 30" RCP	LF	$85.00	475	$40,375
7. 27" RCP	LF	$80.00	546	$43,680
8. 24" RCP	LF	$65.00	1,592	$103,480
9. 21" RCP	LF	$55.00	2,634	$144,870
10. 18" RCP	LF	$50.00	2,537	$126,850
11. Curb inlet	EA	$4,000.00	43	$172,000
12. Wye inlet	EA	$4,000.00	0	$0
13. Storm manhole	EA	$5,500.00	10	$55,000
14. Junction box	EA	$6,500.00	0	$0
15. Wingwall at RCB	EA	$7,500.00	0	$0
16. Headwall at RCP	EA	$4,500.00	16	$72,000
17. Rock rip rap	SY	$95.00	800	$76,000
18. Grade to Drain	LF	$20.00	1,600	$32,000
19. Testing (Including compaction, density, and materials)	LF	$3.50	7,872	$27,552
20. Maintenance bond	LS	$13,571.21	1	$13,571
TOTAL				**$944,318**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**347**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**12,140**
RIGHT OF WAY (ACRES)	**13.93**

PHASE 2 ONSITE IMPROVEMENTS (PID)

A. Erosion Control	**Units**	**Cost**	**Quantity**	**Total**
4. Inlet protection	EA	$225.00	49	$11,025
5. 8' wide curlex behind curb	LF	$1.30	24,280	$31,564
9. SWPPP & inspections	LS	$6,500.00	1	$6,500
TOTAL				**$49,089**

B. Earthwork	**Units**	**Cost**	**Quantity**	**Total**
1. Clearing & grubbing	AC	$550.00	13.93	$7,664
2. Street & lot excavation (2' Over R.O.W.)	CY	$2.20	44,963	$98,919
4. Process and place wet utility spoils	CY	$2.25	9,991	$22,480
6. Testing (Including compaction, density, and materials)	CY	$0.50	54,954	$27,477
TOTAL				**$156,539**

C. Paving	**Units**	**Cost**	**Quantity**	**Total**
1. 6" - 4000 PSI concrete street pavement (31' B-B)	SY	$33.00	41,816	$1,379,913
2. 8" (36lbs./sy) lime stabilized subgrade	SY	$2.70	44,513	$120,186
3. 36#/SY hydrated lime material	TN	$155.00	779	$120,742
4. 5' wide interior sidewalk along common areas (758 LF)	SF	$5.50	3,790	$20,845
5. Street signs, stop signs & poles	EA	$600.00	22	$13,200
6. Barrier free ramps	EA	$1,750.00	39	$68,250
7. Street Barricades	EA	$1,500.00	4	$6,000
8. Testing (Including compaction, density, and materials)	SY	$0.95	44,513	$42,288
9. Maintenance bond	LS	$26,571.37	1	$26,571
TOTAL				**$1,797,996**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**347**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**12,140**
RIGHT OF WAY (ACRES)	**13.93**

PHASE 2 ONSITE IMPROVEMENTS (PID)

D. Water System	**Units**	**Cost**	**Quantity**	**Total**
1. 12" PVC Pipe	LF	$50.00	3,334	$166,700
2. 8" PVC Pipe	LF	$30.00	11,314	$339,420
3. 8" Water in14" Steel Encasement (Gas Crossing)	LF	$200.00	0	$0
4. 12" Valve	EA	$2,650.00	5	$13,250
5. 8" Valves	EA	$1,500.00	39	$58,500
6. 6" Valves	EA	$1,000.00	22	$22,000
7. Fire hydrant	EA	$3,400.00	22	$74,800
8. Fittings	TON	$5,500.00	14.6	$80,564
9. Connect to existing 12" water main	EA	$1,500.00	1	$1,500
10. Connect to existing 8" water main	EA	$1,250.00	3	$3,750
11. 1" Domestic service	EA	$700.00	70	$48,944
12. 1" Irrigation service	EA	$1,500.00	1	$1,500
13. Concrete Encasement	LF	$50.00	220	$11,000
14. Irrigation sleeves	LF	$17.50	0	$0
15. Testing (Including compaction, density, and materials)	LF	$3.00	14,648	$43,944
16. Maintenance bond	LS	$12,988.08	1	$12,988
TOTAL				**$878,860**

E. Sanitary Sewer System	**Units**	**Cost**	**Quantity**	**Total**
1. 10" SDR 35 PVC Pipe	LF	$45.00	528	$23,760
2. 8" SDR 35 PVC Pipe	LF	$31.00	11,730	$363,630
3. 6" Force Main	LF	$25.00	564	$14,100
4. 5' Diameter manhole	EA	$5,500.00	1	$5,500
5. 4' Diameter manhole	EA	$3,850.00	31	$119,350
6. Cleanout	EA	$650.00	0	$0
7. 4" service	EA	$550.00	347	$190,850
8. Connect to existing sanitary sewer	EA	$1,000.00	0	$0
9. Concrete Encasement	LF	$50.00	220	$11,000
10. Testing (Including compaction, density, and materials)	LF	$3.50	12,294	$43,029
11. Maintenance bond	LS	$11,211.89	1	$11,212
TOTAL				**$782,431**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**347**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**12,140**
RIGHT OF WAY (ACRES)	**13.93**

PHASE 2 ONSITE IMPROVEMENTS (PID)

F. Drainage System	Units	Cost	Quantity	Total
1. 48" RCP	LF	$170.00	468	$79,560
2. 42" RCP	LF	$140.00	271	$37,940
3. 36" RCP	LF	$110.00	601	$66,110
4. 33" RCP	LF	$100.00	0	$0
5. 30" RCP	LF	$85.00	404	$34,340
6. 27" RCP	LF	$80.00	1,284	$102,720
7. 24" RCP	LF	$65.00	230	$14,950
8. 21" RCP	LF	$55.00	1,724	$94,820
9. 18" RCP	LF	$50.00	1,174	$58,700
10. Curb inlet	EA	$4,000.00	49	$196,000
11. Wye inlet	EA	$4,000.00	0	$0
12. Storm manhole	EA	$5,500.00	10	$55,000
13. Junction box	EA	$6,500.00	0	$0
14. Wingwall at RCB	EA	$7,500.00	0	$0
15. Headwall at RCP	EA	$4,500.00	3	$13,500
16. Rock rip rap	SY	$95.00	150	$14,250
17. Grade to Drain	LF	$20.00	300	$6,000
18. Testing (Including compaction, density, and materials)	LF	$3.50	6,156	$21,546
19. Maintenance bond	LS	$11,931.54	1	$11,932
TOTAL				**$807,368**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**299**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**12,513**
RIGHT OF WAY (ACRES)	**14.36**

PHASE 3 ONSITE IMPROVEMENTS (PID)

A. Erosion Control	**Units**	**Cost**	**Quantity**	**Total**
4. Inlet protection	EA	$225.00	37	$8,325
5. 8' wide curlex behind curb	LF	$1.30	25,026	$32,534
9. SWPPP & inspections	LS	$6,500.00	1	$6,500
TOTAL				**$47,359**

B. Earthwork	**Units**	**Cost**	**Quantity**	**Total**
1. Clearing & grubbing	AC	$550.00	14.36	$7,900
2. Street & lot excavation (2' Over ROW)	CY	$2.20	46,344	$101,958
4. Process and place wet utility spoils	CY	$2.25	11,890	$26,753
6. Testing (Including compaction, density, and materials)	CY	$0.50	58,234	$29,117
TOTAL				**$165,727**

C. Paving	**Units**	**Cost**	**Quantity**	**Total**
1. 6" - 4000 PSI concrete street pavement (31' B-B)	SY	$33.00	43,100	$1,422,311
2. 8" (36lbs./sy) lime stabilized subgrade	SY	$2.70	45,881	$123,879
3. 36#/SY hydrated lime material	TN	$155.00	826	$128,008
4. 5' wide interior sidewalk along common areas (3,585 LF)	SF	$5.50	17,925	$98,588
5. Street signs, stop signs & poles	EA	$600.00	22	$13,200
6. Barrier free ramps	EA	$1,750.00	50	$87,500
7. Street Barricades	EA	$1,500.00	4	$6,000
8. Testing (Including compaction, density, and materials)	SY	$0.95	45,881	$43,587
9. Maintenance bond	LS	$28,846.08	1	$28,846
TOTAL				**$1,951,918**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**299**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**12,513**
RIGHT OF WAY (ACRES)	**14.36**

PHASE 3 ONSITE IMPROVEMENTS (PID)

D. Water System	**Units**	**Cost**	**Quantity**	**Total**
1. 12" PVC Pipe	LF	$50.00	3,334	$166,700
2. 8" PVC Pipe	LF	$30.00	11,267	$338,010
3. 8" Water in14" Steel Encasement (Gas Crossing)	LF	$200.00	345	$69,000
4. 12" Valve	EA	$2,650.00	12	$31,800
5. 8" Valves	EA	$1,500.00	46	$69,000
6. 6" Valves	EA	$1,000.00	29	$29,000
7. Fire hydrant	EA	$3,400.00	29	$98,600
8. Fittings	TON	$5,500.00	14.6	$80,306
9. Connect to existing 12" water main	EA	$1,500.00	1	$1,500
10. Connect to existing 8" water main	EA	$1,250.00	3	$3,750
11. 1" Domestic service	EA	$700.00	99	$69,307
12. 1" Irrigation service	EA	$1,500.00	5	$7,500
13. Concrete Encasement	LF	$50.00	360	$18,000
14. Irrigation sleeves	LF	$17.50	0	$0
15. Testing (Including compaction, density, and materials)	LF	$3.00	14,601	$43,803
16. Maintenance bond	LS	$15,394.13	1	$15,394
TOTAL				**$1,041,670**

E. Sanitary Sewer System	**Units**	**Cost**	**Quantity**	**Total**
1. 15" SDR 35 PVC Pipe	LF	$55.00	400	$22,000
2. 10" SDR 35 PVC Pipe	LF	$45.00	2,643	$118,935
3. 8" SDR 35 PVC Pipe	LF	$31.00	10,387	$321,997
4. 6" Force Main	LF	$25.00	1,897	$47,425
5. 10" Sewer in 18" Steel Encasement (Gas Crossing)	LF	$200.00	250	$50,000
6. 8" Sewer in 14" Steel Encasement (Gas Crossing)	LF	$200.00	20	$4,000
7. 5' Diameter manhole	EA	$5,500.00	8	$44,000
8. 4' Diameter manhole	EA	$3,850.00	32	$123,200
9. Cleanout	EA	$650.00	0	$0
10. 4" service	EA	$550.00	299	$164,450
11. Connect to existing sanitary sewer	EA	$1,000.00	0	$0
12. Concrete Encasement	LF	$50.00	360	$18,000
13. Testing (Including compaction, density, and materials)	LF	$3.00	12,284	$36,852
14. Maintenance bond	LS	$12,148.86	1	$12,149
TOTAL				**$963,008**

E1 Lift Station	**Units**	**Cost**	**Quantity**	**Total**
1. Permanent Lift Station (Services 1,142 Lots)	LS	$750,000.00	1	$750,000
TOTAL				**$750,000**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**299**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**12,513**
RIGHT OF WAY (ACRES)	**14.36**

PHASE 3 ONSITE IMPROVEMENTS (PID)

F. Drainage System	**Units**	**Cost**	**Quantity**	**Total**
1. 5 - Barrell - 5' x 4' RCB	LF	$1,600.00	100	$160,000
2. 48" RCP	LF	$170.00	0	$0
3. 42" RCP	LF	$140.00	305	$42,700
4. 36" RCP	LF	$110.00	540	$59,400
5. 33" RCP	LF	$100.00	961	$96,100
6. 30" RCP	LF	$85.00	476	$40,460
7. 27" RCP	LF	$80.00	455	$36,400
8. 24" RCP	LF	$65.00	996	$64,740
9. 21" RCP	LF	$55.00	508	$27,940
10. 18" RCP	LF	$50.00	2,837	$141,850
11. Curb inlet	EA	$4,000.00	37	$148,000
12. Wye inlet	EA	$4,000.00	0	$0
13. Storm manhole	EA	$5,500.00	16	$88,000
14. Junction box	EA	$6,500.00	3	$19,500
15. TxDot PW Headwall 5 - Barrell - 5' x 4' RCB	EA	$50,000.00	2	$100,000
16. Wingwall at RCB	EA	$7,500.00	0	$0
17. Headwall at RCP	EA	$4,500.00	5	$22,500
18. Rock rip rap	SY	$95.00	250	$23,750
19. Grade to Drain	LF	$20.00	500	$10,000
20. Testing (Including compaction, density, and materials)	LF	$3.50	7,178	$25,123
21. Maintenance bond	LS	$16,596.95	1	$16,597
TOTAL				**$1,123,060**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**233**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**9,786**
RIGHT OF WAY (ACRES)	**11.23**

PHASE 4 ONSITE IMPROVEMENTS (PID)

A. Erosion Control	**Units**	**Cost**	**Quantity**	**Total**
4. Inlet protection	EA	$225.00	23	$5,175
5. 8' wide curlex behind curb	LF	$1.30	19,572	$25,444
9. SWPPP & inspections	LS	$6,500.00	1	$6,500
TOTAL				**$37,119**

B. Earthwork	**Units**	**Cost**	**Quantity**	**Total**
1. Clearing & grubbing	AC	$550.00	11.23	$6,178
2. Street & lot excavation (2' Over ROW)	CY	$2.20	36,244	$79,738
3. Lot benching at mass grading	LOT	$100.00	233	$23,300
4. Process and place wet utility spoils	CY	$2.25	8,647	$19,456
5. Lot fine grading (post paving)	LOT	$200.00	233	$46,600
6. Testing (Including compaction, density, and materials)	CY	$0.50	44,891	$22,446
TOTAL				**$197,717**

C. Paving	**Units**	**Cost**	**Quantity**	**Total**
1. 6" - 4000 PSI concrete street pavement (31' B-B)	SY	$33.00	33,707	$1,112,342
2. 8" (36lbs./sy) lime stabilized subgrade	SY	$2.70	35,882	$96,881
3. 36#/SY hydrated lime material	TN	$155.00	628	$97,330
4. 5' wide interior sidewalk along common areas (4,767 LF)	SF	$5.50	23,835	$131,093
5. Street signs, stop signs & poles	EA	$600.00	18	$10,800
6. Barrier free ramps	EA	$1,750.00	30	$52,500
7. Street Barricades	EA	$1,500.00	1	$1,500
8. Testing (Including compaction, density, and materials)	SY	$0.95	35,882	$34,088
9. Maintenance bond	LS	$23,048.01	1	$23,048
TOTAL				**$1,559,582**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**233**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**9,786**
RIGHT OF WAY (ACRES)	**11.23**

PHASE 4 ONSITE IMPROVEMENTS (PID)

D. Water System	**Units**	**Cost**	**Quantity**	**Total**
1. 12" PVC Pipe	LF	$50.00	0	$0
2. 8" PVC Pipe	LF	$30.00	8,703	$261,090
3. 8" Water in14" Steel Encasement (Gas Crossing)	LF	$200.00	50	$10,000
4. 12" Valve	EA	$2,650.00	0	$0
5. 8" Valves	EA	$1,500.00	32	$48,000
6. 6" Valves	EA	$1,000.00	21	$21,000
7. Fire hydrant	EA	$3,400.00	21	$71,400
8. Fittings	TON	$5,500.00	8.7	$47,867
9. Connect to existing 12" water main	EA	$1,500.00	0	$0
10. Connect to existing 8" water main	EA	$1,250.00	2	$2,500
11. 1" Domestic service	EA	$700.00	98	$68,523
12. 1" Irrigation service	EA	$1,500.00	3	$4,500
13. Concrete Encasement	LF	$50.00	180	$9,000
14. Irrigation sleeves	LF	$17.50	0	$0
15. Testing (Including compaction, density, and materials)	LF	$3.00	8,703	$26,109
16. Maintenance bond	LS	$8,549.83	1	$8,550
TOTAL				**$578,538**

E. Sanitary Sewer System	**Units**	**Cost**	**Quantity**	**Total**
1. 8" SDR 35 PVC Pipe	LF	$31.00	9,832	$304,792
2. 6" Force Main	LF	$25.00	0	$0
3. 5' Diameter manhole	EA	$5,500.00	0	$0
4. 4' Diameter manhole	EA	$3,850.00	28	$107,800
5. Cleanout	EA	$650.00	0	$0
6. 4" service	EA	$550.00	233	$128,150
7. Connect to existing sanitary sewer	EA	$1,000.00	0	$0
8. Concrete Encasement	LF	$50.00	180	$9,000
9. Testing (Including compaction, density, and materials)	LF	$3.50	9,832	$34,412
10. Maintenance bond	LS	$8,762.31	1	$8,762
TOTAL				**$592,916**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**233**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**9,786**
RIGHT OF WAY (ACRES)	**11.23**

PHASE 4 ONSITE IMPROVEMENTS (PID)

F. Drainage System	**Units**	**Cost**	**Quantity**	**Total**
1. 5 - Barrell - 5' x 4' RCB	LF	$1,600.00	100	$160,000
2 48" RCP	LF	$170.00	0	$0
3. 42" RCP	LF	$140.00	0	$0
4. 36" RCP	LF	$110.00	608	$66,880
5. 33" RCP	LF	$100.00	639	$63,900
6. 30" RCP	LF	$85.00	278	$23,630
7. 27" RCP	LF	$80.00	996	$79,680
8. 24" RCP	LF	$65.00	720	$46,800
9. 21" RCP	LF	$55.00	770	$42,350
10. 18" RCP	LF	$50.00	494	$24,700
11. Curb inlet	EA	$4,000.00	21	$84,000
12. Wye inlet	EA	$4,000.00	2	$8,000
13. Storm manhole	EA	$4,500.00	5	$22,500
14. Junction box	EA	$6,500.00	0	$0
15. TxDot PW Headwall 5 - Barrell - 5' x 4' RCB	EA	$50,000.00	2	$100,000
16. Wingwall at RCB	EA	$7,500.00	1	$7,500
17. Headwall at RCP	EA	$4,500.00	11	$49,500
18. Rock rip rap	SY	$95.00	550	$52,250
19. Grade to Drain	LF	$20.00	1,100	$22,000
20. Testing (Including compaction, density, and materials)	LF	$3.50	4,605	$16,118
21. Maintenance bond	LS	$13,047.11	1	$13,047
TOTAL				**$882,855**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**458**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**17,787**
RIGHT OF WAY (ACRES)	**20.42**

PHASE 5 ONSITE IMPROVEMENTS (PID)

A. Erosion Control	**Units**	**Cost**	**Quantity**	**Total**
4. Inlet protection	EA	$225.00	63	$14,175
5. 8' wide curlex behind curb	LF	$1.30	35,574	$46,246
9. SWPPP & inspections	LS	$6,500.00	1	$6,500
TOTAL				**$66,921**

B. Earthwork	**Units**	**Cost**	**Quantity**	**Total**
1. Clearing & grubbing	AC	$550.00	20.42	$11,229
2. Street & lot excavation (2' Over ROW)	CY	$2.20	65,878	$144,931
4. Process and place wet utility spoils	CY	$2.25	14,319	$32,218
6. Testing (Including compaction, density, and materials)	CY	$0.50	80,197	$40,098
TOTAL				**$228,476**

C. Paving	**Units**	**Cost**	**Quantity**	**Total**
1. 6" - 4000 PSI concrete street pavement (31' B-B)	SY	$33.00	61,266	$2,021,789
2. 8" (36lbs./sy) lime stabilized subgrade	SY	$2.70	65,219	$176,091
3. 36#/SY hydrated lime material	TN	$155.00	1,141	$176,907
4. 5' wide interior sidewalk along common areas (1,757 LF)	SF	$5.50	8,785	$48,318
5. Street signs, stop signs & poles	EA	$600.00	30	$18,000
6. Barrier free ramps	EA	$1,750.00	56	$98,000
7. Street Barricades	EA	$1,500.00	1	$1,500
8. Testing (Including compaction, density, and materials)	SY	$0.95	65,219	$61,958
9. Maintenance bond	LS	$39,038.44	1	$39,038
TOTAL				**$2,641,601**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**458**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**17,787**
RIGHT OF WAY (ACRES)	**20.42**

PHASE 5 ONSITE IMPROVEMENTS (PID)

D. Water System	**Units**	**Cost**	**Quantity**	**Total**
1. 12" PVC Pipe	LF	$50.00	0	$0
2. 8" PVC Pipe	LF	$30.00	16,787	$503,610
3. 8" Water in 14" Steel Encasement (Gas Crossing)	LF	$200.00	200	$40,000
4. 12" Valve	EA	$2,650.00	0	$0
5. 8" Valves	EA	$1,500.00	62	$93,000
6. 6" Valves	EA	$1,000.00	36	$36,000
7. Fire hydrant	EA	$3,400.00	36	$122,400
8. Fittings	TON	$5,500.00	16.8	$92,329
9. Connect to existing 12" water main	EA	$1,500.00	0	$0
10. Connect to existing 8" water main	EA	$1,250.00	2	$2,500
11. 1" Domestic service	EA	$700.00	96	$67,172
12. 1" Irrigation service	EA	$1,500.00	4	$6,000
13. Concrete Encasement	LF	$50.00	380	$19,000
14. Irrigation sleeves	LF	$17.50	0	$0
15. Testing (Including compaction, density, and materials)	LF	$3.00	16,787	$50,361
16. Maintenance bond	LS	$15,485.57	1	$15,486
TOTAL				**$1,047,857**

E. Sanitary Sewer System	**Units**	**Cost**	**Quantity**	**Total**
1. 10" SDR 35 PVC Pipe	LF	$45.00	100	$4,500
2. 8" SDR 35 PVC Pipe	LF	$31.00	15,437	$478,547
3. 6" Force Main	LF	$25.00	1,945	$48,625
4. 5' Diameter manhole	EA	$5,500.00	0	$0
5. 4' Diameter manhole	EA	$3,850.00	41	$157,850
6. Cleanout	EA	$650.00	0	$0
7. 4" service	EA	$550.00	458	$251,900
8. Connect to existing sanitary sewer	EA	$1,000.00	0	$0
9. Concrete Encasement	LF	$50.00	380	$19,000
10. Testing (Including compaction, density, and materials)	LF	$3.50	17,382	$60,837
11. Maintenance bond	LS	$15,251.39	1	$15,251
TOTAL				**$1,036,510**

E1 Lift Station	**Units**	**Cost**	**Quantity**	**Total**
1. Permanent Lift Station (Services 458 Lots)	LS	$750,000.00	1	$750,000
TOTAL				**$750,000**

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**458**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**17,787**
RIGHT OF WAY (ACRES)	**20.42**

PHASE 5 ONSITE IMPROVEMENTS (PID)

F. Drainage System	**Units**	**Cost**	**Quantity**	**Total**
1. 7' X 3' RCB	LF	$320.00	138	$44,160
2. 6' X 3' RCB	LF	$280.00	230	$64,400
3. 5' x 3' RCB	LF	$260.00	258	$67,080
4. 48" RCP	LF	$170.00	297	$50,490
5. 42" RCP	LF	$140.00	387	$54,180
6. 36" RCP	LF	$110.00	446	$49,060
7. 33" RCP	LF	$100.00	0	$0
8. 30" RCP	LF	$85.00	1,657	$140,845
9. 27" RCP	LF	$80.00	615	$49,200
10. 24" RCP	LF	$65.00	460	$29,900
11. 21" RCP	LF	$55.00	3,000	$165,000
12. 18" RCP	LF	$50.00	1,495	$74,750
13. Curb inlet	EA	$4,000.00	63	$252,000
14. Wye inlet	EA	$4,000.00	0	$0
15. Storm manhole	EA	$4,500.00	11	$49,500
16. Junction box	EA	$6,500.00	5	$32,500
17. Wingwall at RCB	EA	$7,500.00	1	$7,500
18. Headwall at RCP	EA	$4,500.00	2	$9,000
19. Rock rip rap	SY	$95.00	200	$19,000
20. Grade to Drain	LF	$20.00	300	$6,000
21. Testing (Including compaction, density, and materials)	LF	$3.50	8,983	$31,441
22. Maintenance bond	LS	$17,940.08	1	$17,940
TOTAL				**$1,213,946**

PRELIMINARY DEVELOPMENT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
LONE OAK FOR BLUEBONNET CAPITAL
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. BBC010
DATE: April 22, 2021

NUMBER OF LOTS (50' x 120')	**458**
APPROXIMATE GROSS ACRES	**95.96**
APPROXIMATE FLOODPLAIN ACRES	**0.00**
APPROXIMATE POND ACRES	**2.75**
APPROXIMATE NET ACRES	**95.96**
APPROXIMATE DENSITY	**4.77**
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	**17,787**

PHASE 1 DAVIS LIFT STATION UPGRADE

A. Davis Lift Station	**Units**	**Cost**	**Quantity**	**Total**
1. Upgrade Lift Station	LF	$250,000.00	1	$250,000
TOTAL				**$250,000**

PHASE 2 OFFSITE IMPROVEMENTS

A. Sanitary Sewer System	**Units**	**Cost**	**Quantity**	**Total**
1. 15" SDR 35 PVC Pipe	LF	$70.00	1,800	$126,000
2 5' Diameter manhole	EA	$5,500.00	3	$16,500
3 Bore U.S. Hwy 67 and Driveways	LF	$500.00	400	$200,000
4 Connect to existing sanitary sewer	EA	$1,000.00	1	$1,000
5 Concrete Encasement	LF	$50.00	0	$0
6 Testing (Including compaction, density, and materials)	LF	$3.50	1,800	$6,300
7 Maintenance bond	LS	$3,357.00	1	$3,357
TOTAL				**$353,157**

PHASE 5 OFFSITE IMPROVEMENTS

A. Sanitary Sewer System	**Units**	**Cost**	**Quantity**	**Total**
1. 15" SDR 35 PVC Pipe	LF	$70.00	7,980	$558,600
2 5' Diameter manhole	EA	$5,500.00	20	$110,000
3 Bore E. Davis Avenue and Floodplain	LF	$500.00	300	$150,000
4 Connect to existing sanitary sewer	EA	$1,000.00	1	$1,000
5 Concrete Encasement	LF	$50.00	0	$0
6 Testing (Including compaction, density, and materials)	LF	$3.50	7,980	$27,930
7 Maintenance bond	LS	$4,333.95	1	$4,334
TOTAL				**$851,864**

EXHIBIT D
Concept Plan

NEIGHBORHOOD DATA

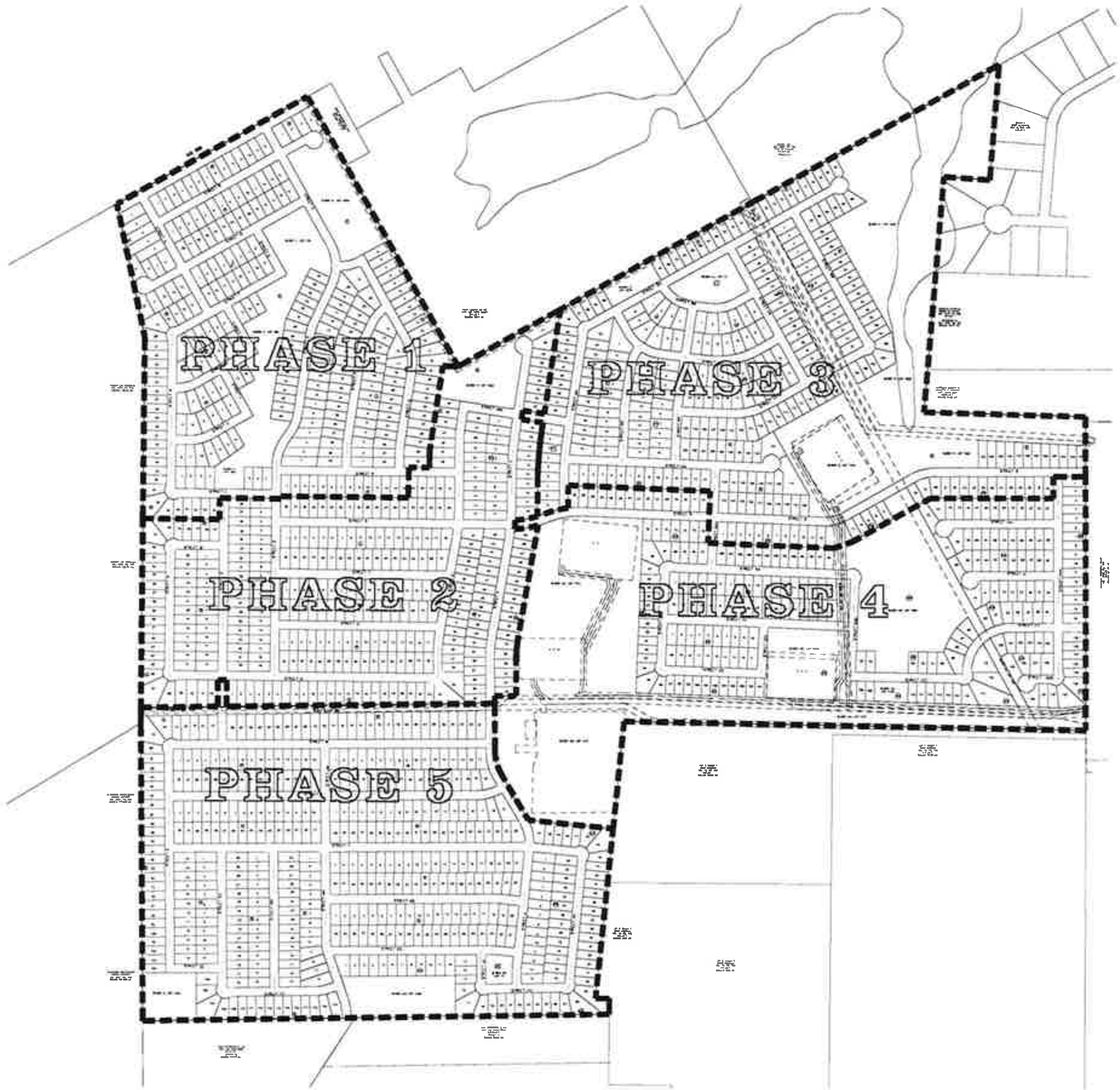
	LOTS	LOT SIZE (TYPICAL)
PHASE 1	272	50' X 120'
PHASE 2	347	50' X 120'
PHASE 3	299	50' X 120'
PHASE 4	233	50' X 120'
PHASE 5	458	50' X 120'
TOTAL	1609	

0 150 300 600 N JULY 14, 2021
1"=300' BBC010

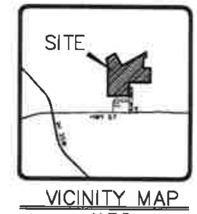
LONE OAK

CONCEPT PLAN
ALVARADO, TEXAS
JBI PARTNERS

EXHIBIT D-1
Preliminary Plat



PHASE MAP



VICINITY MAP
N.T.S.

GRAPHIC SCALE
(IN FEET)
1 inch = 300 ft.

PRELIMINARY PLAT

LONE OAK

1,609 RESIDENTIAL LOTS
19 COMMON AREAS

BEING 429.401 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
DAVID MITCHELL SURVEY, ABSTRACT NO. 588
GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 625
JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079

JOHNSON COUNTY, TEXAS

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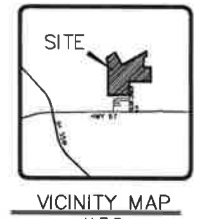
Contact: Christopher Wall, P.E.
(972)248-7676

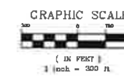
Date: August 2, 2021

Sheet 1 of 8

KEY MAP



VICINITY MAP
N.T.S.



PRELIMINARY PLAT

LONE OAK

1,809 RESIDENTIAL LOTS
19 COMMON AREAS

BEING 429.401 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
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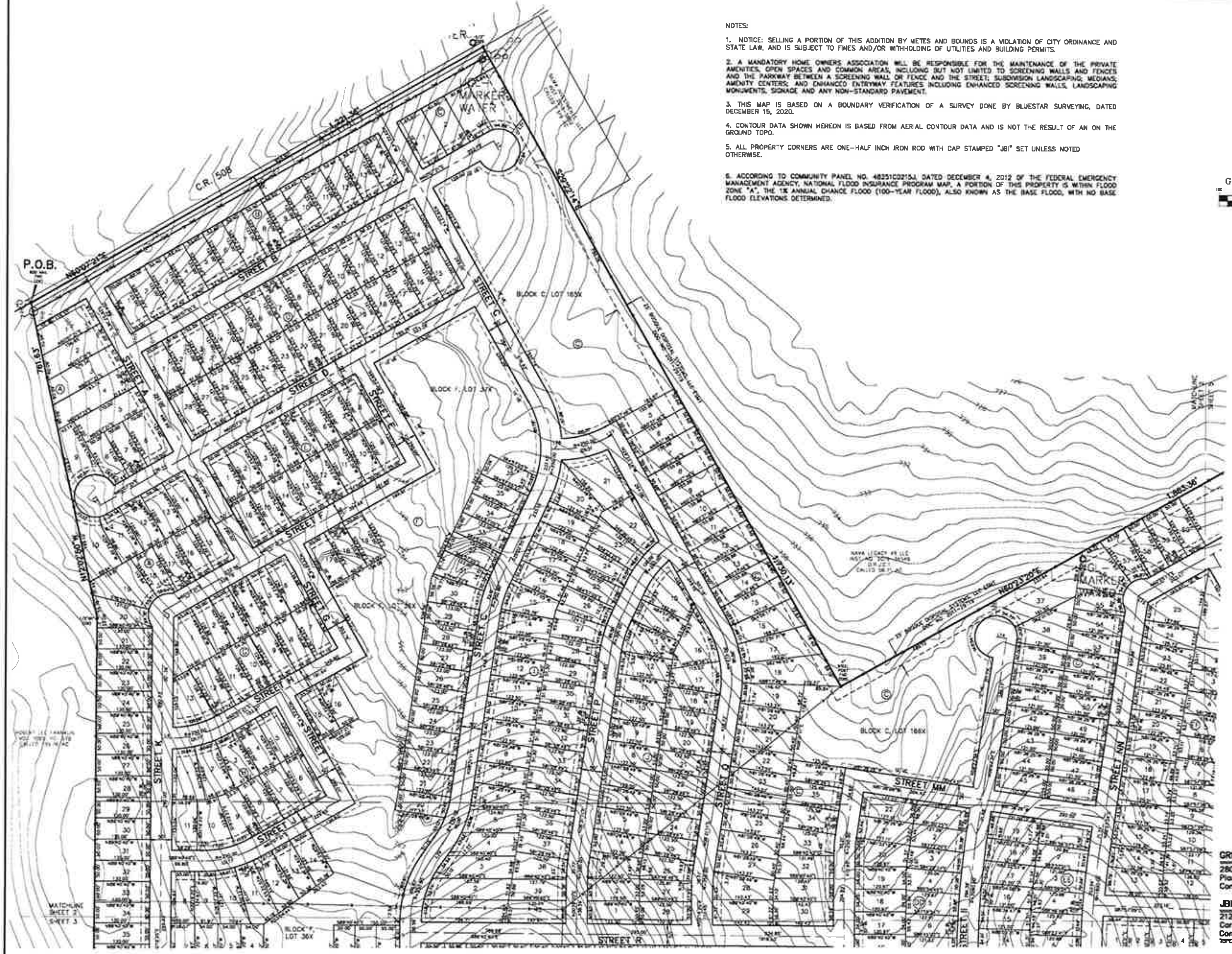

NOTES:

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3. THIS MAP IS BASED ON A BOUNDARY VERIFICATION OF A SURVEY DONE BY BLUESTAR SURVEYING, DATED DECEMBER 15, 2020.

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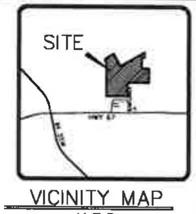

VICINITY MAP
N.T.S.

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

LEGEND
POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET
STREET NAME CHANGE INDICATOR

LINE TABLE

NO.	BEARING	LENGTH
L1	N29°32'39"W	25.00'
L2	S29°32'39"E	25.00'
L3	N58°46'39"W	17.30'
L4	S89°40'40"E	18.55'
L5	S45°19'20"W	21.21'
L6	N44°40'40"W	21.21'
L7	S45°19'20"W	21.21'
L8	S44°06'40"W	21.30'
L9	N01°35'02"W	14.84'
L10	S44°13'11"W	21.32'
L11	S42°44'10"E	20.08'
L12	N50°38'42"E	21.21'
L13	S45°00'38"E	21.37'
L14	S81°38'39"E	25.00'
L15	N55°35'24"W	16.68'
L16	S02°52'51"W	25.00'
L17	N42°37'00"W	21.21'
L18	N47°20'30"E	21.21'
L19	S49°32'04"W	21.28'
L20	S44°47'17"E	21.42'

LINE TABLE

NO.	BEARING	LENGTH
L21	N00°18'40"W	25.00'
L22	N00°18'40"W	25.00'
L23	N00°18'40"W	25.00'
L24	S45°18'40"E	21.21'
L25	N00°18'40"W	38.15'
L26	S74°34'43"E	21.21'
L27	S80°37'46"W	3.88'
L28	S89°41'21"E	13.30'
L29	S34°53'20"W	31.76'
L30	N42°32'58"W	21.23'
L31	N38°45'20"E	44.28'
L32	N00°14'48"W	37.22'
L33	N17°29'56"E	24.88'
L34	N24°09'12"E	67.04'
L35	N32°51'52"E	87.54'
L36	N43°11'08"E	89.18'
L37	S13°08'32"W	28.12'

CURVE TABLE

NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	29.21'	006°41'44"	250.00'	14.62'	S02°15'50"W	29.20'
C2	32.05'	006°07'16"	300.00'	16.04'	N87°28'37"W	32.04'
C3	37.40'	006°07'16"	350.00'	18.72'	N87°28'37"W	37.38'
C4	27.68'	006°20'43"	250.00'	13.86'	S05°17'12"W	27.67'

PRELIMINARY PLAT

LONE OAK

1,609 RESIDENTIAL LOTS
19 COMMON AREAS

BEING 429.401 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
DAVID MITCHELL SURVEY, ABSTRACT NO. 586
GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 825
JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079

JOHNSON COUNTY, TEXAS

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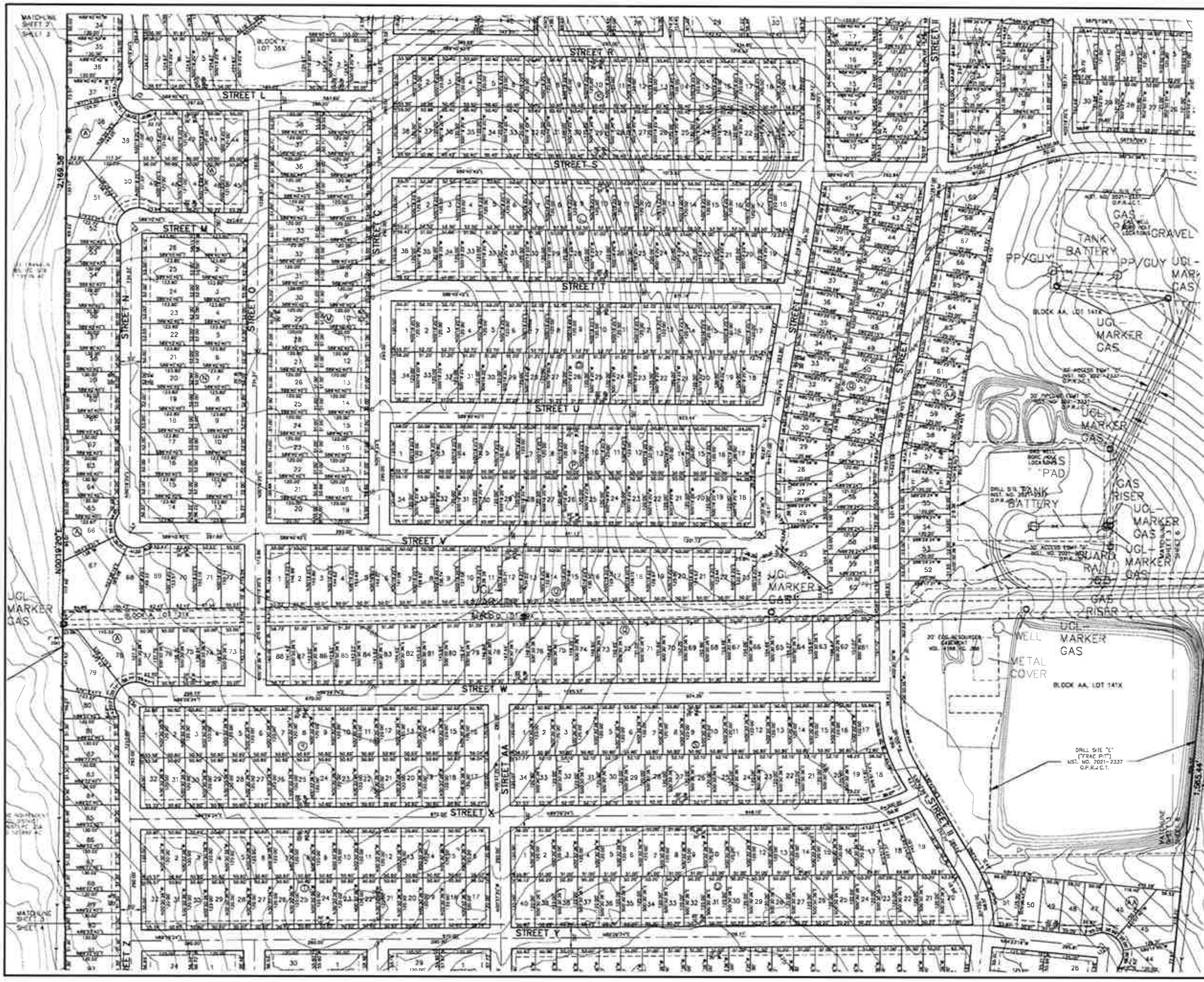
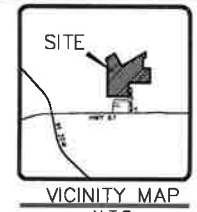
Sheet 3 of 8



GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



VICINITY MAP
N.T.S.

LEGEND
POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

NOTES:

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PRELIMINARY PLAT

LONE OAK

1,609 RESIDENTIAL LOTS
19 COMMON AREAS

BEING 429.401 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
DAVID MITCHELL SURVEY, ABSTRACT NO. 586
GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 825
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JOHNSON COUNTY, TEXAS

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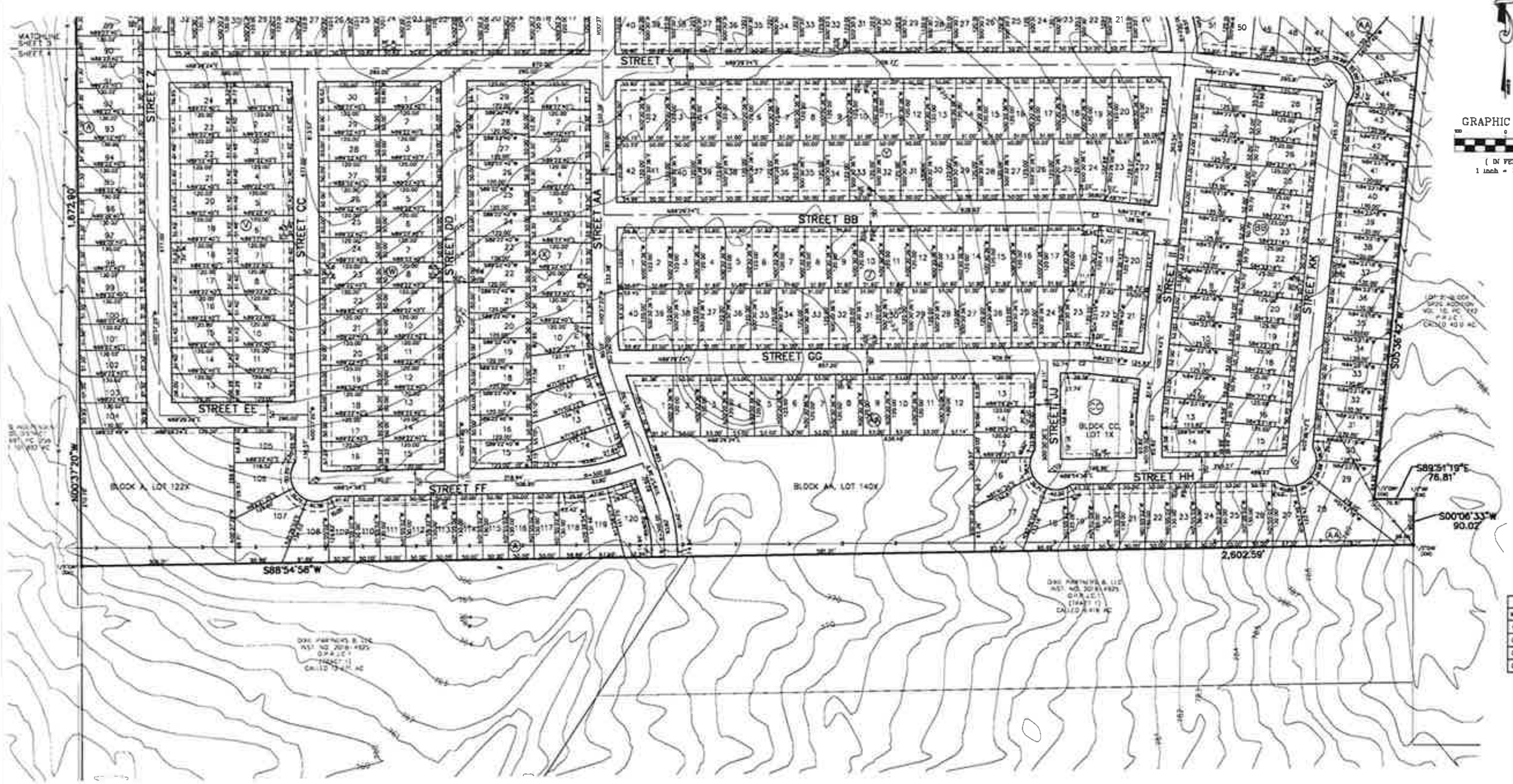
Sheet 4 of 8



VICINITY MAP
N.T.S.

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

LEGEND
POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

LINE TABLE		
NO.	BEARING	LENGTH
L1	N29°53'39"W	25.00'
L2	S29°53'39"E	25.00'
L3	N08°48'29"W	17.30'
L4	S88°40'40"E	18.52'
L5	S45°18'20"W	21.21'
L6	N44°40'40"W	21.21'
L7	S45°18'20"W	21.21'
L8	S44°06'48"W	21.30'
L9	N01°55'02"W	14.94'
L10	S44°12'11"W	21.32'
L11	S42°44'15"E	25.08'
L12	N50°36'47"E	21.21'
L13	S45°05'38"E	21.37'
L14	S81°36'25"E	25.00'
L15	N00°39'24"W	18.89'
L16	S02°02'31"W	25.00'
L17	N42°57'39"W	21.21'
L18	N47°02'31"E	21.21'
L19	S46°53'24"W	21.28'
L20	S44°47'17"E	21.43'

LINE TABLE		
NO.	BEARING	LENGTH
L21	N00°18'40"W	25.00'
L22	N00°19'40"W	25.00'
L23	N00°19'40"W	25.00'
L24	S45°18'40"E	21.21'
L25	N00°18'40"W	26.15'
L26	S74°34'43"E	21.21'
L27	S80°37'46"W	3.88'
L28	S89°41'21"E	15.30'
L29	S34°53'20"W	51.76'
L30	N45°33'36"W	21.33'
L31	N36°40'30"E	44.28'
L32	N00°14'48"W	37.22'
L33	N17°29'34"E	24.88'
L34	N24°58'12"E	67.04'
L35	N33°31'52"E	67.04'
L36	N45°11'08"E	89.18'
L37	S15°06'32"W	28.12'

CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	29.21'	006°41'44"	250.00'	14.63'	S02°15'50"W	29.20'
C2	32.05'	006°07'18"	300.00'	16.04'	N87°28'37"W	32.04'
C3	37.40'	006°07'18"	350.00'	18.72'	N87°28'37"W	37.38'
C4	27.88'	006°35'43"	250.00'	13.85'	S05°13'13"W	27.87'

PRELIMINARY PLAT

LONE OAK

1,609 RESIDENTIAL LOTS
19 COMMON AREAS

BEING 429.401 ACRES OUT OF
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DAVID MITCHELL SURVEY, ABSTRACT NO. 586
GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 825
JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079

JOHNSON COUNTY, TEXAS

NOTES:

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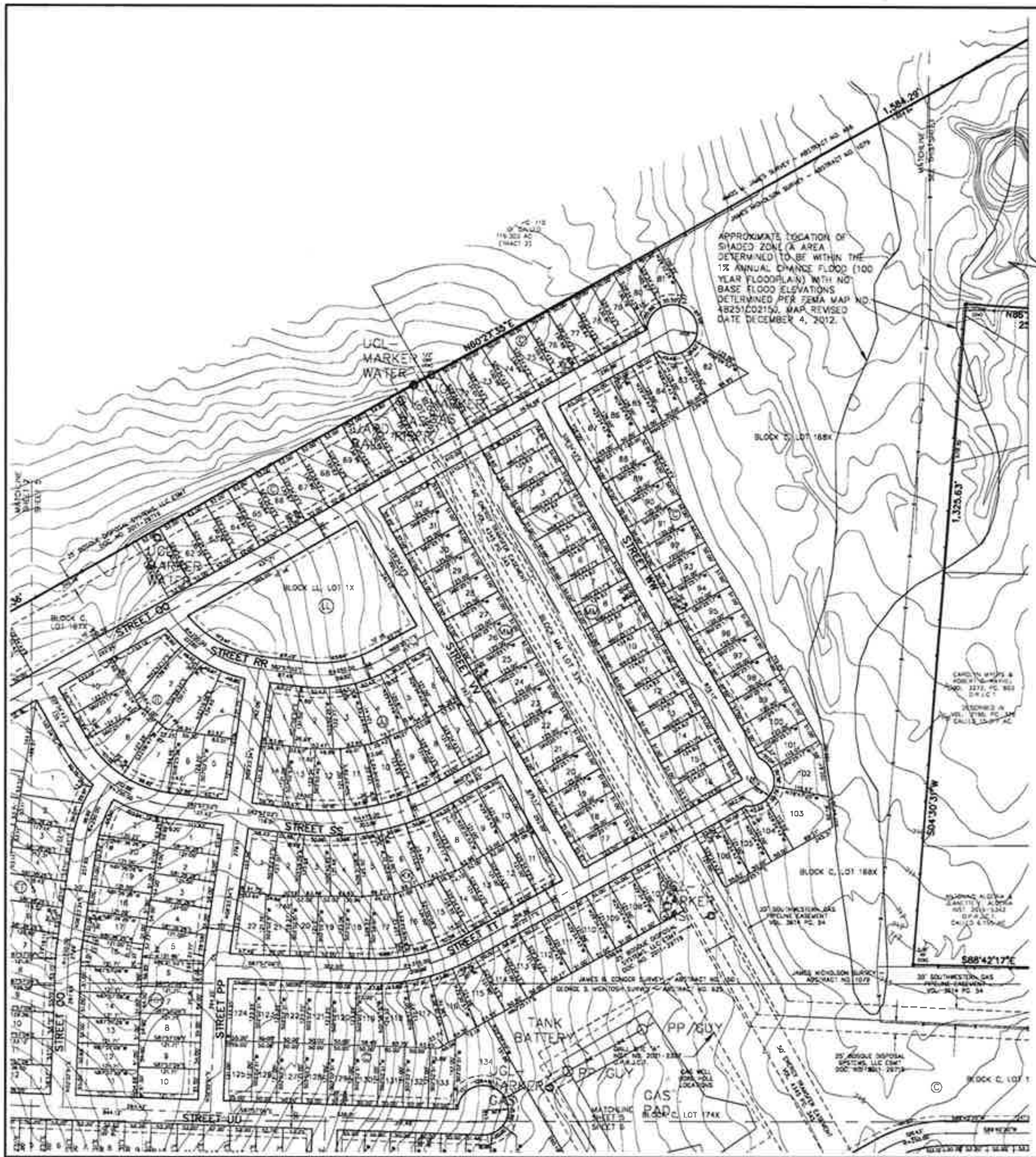
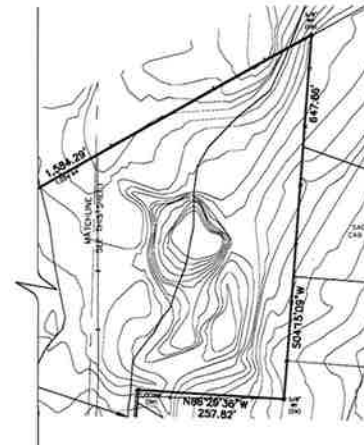
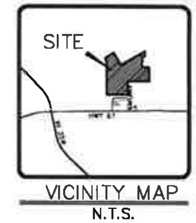
GRBK EDGEWOOD, LLC	OWNER/DEVELOPER
2805 Dallas Parkway, Suite 400 Plano, Texas 75093 Contact:	
JBI PARTNERS, INC.	SURVEYOR/ENGINEER
2121 Midway Road, Suite 300 Carrollton, Texas 75006 Contact: Christopher Wall, P.E. TBPE No. F-438 TBPLS No. 10076000	(972)248-7676
Date: August 2, 2021	Sheet 5 of 8







VICINITY MAP
N.T.S.

LEGEND
POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

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LINE TABLE

NO.	BEARING	LENGTH
L1	N29°53'29"W	25.00'
L2	S29°52'38"E	25.00'
L3	N58°46'39"W	17.30'
L4	S89°40'40"E	18.55'
L5	S45°19'20"W	21.21'
L6	N44°40'40"W	21.21'
L7	S45°19'20"W	21.21'
L8	S44°08'48"W	21.30'
L9	N01°05'08"W	14.84'
L10	S44°12'11"W	21.32'
L11	S42°44'10"E	20.06'
L12	N50°38'42"E	21.21'
L13	S45°05'28"E	21.37'
L14	S81°38'29"E	23.00'
L15	N55°35'34"W	16.88'
L16	S02°02'31"W	25.00'
L17	N42°57'08"W	21.21'
L18	N47°02'51"E	21.21'
L19	S46°52'04"W	21.28'
L20	S44°47'17"E	21.43'

LINE TABLE

NO.	BEARING	LENGTH
L21	N00°18'40"W	25.00'
L22	N00°18'40"W	25.00'
L23	N00°18'40"W	25.00'
L24	S45°18'40"E	21.21'
L25	N00°18'40"W	28.15'
L26	S74°34'43"E	21.21'
L27	S80°37'46"W	3.88'
L28	S89°41'21"E	15.50'
L29	S34°53'20"W	51.79'
L30	N45°33'58"W	21.23'
L31	N36°40'30"E	44.28'
L32	N08°14'48"W	32.23'
L33	N17°29'56"E	34.88'
L34	N24°58'12"E	87.04'
L35	N23°51'32"E	87.04'
L36	N45°11'08"E	88.18'
L37	S15°39'32"W	28.13'

CURVE TABLE

NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	29.21'	006°41'44"	250.00'	14.62'	S02°15'30"W	29.20'
C2	32.09'	006°07'18"	300.00'	16.04'	N87°26'37"W	32.04'
C3	37.40'	006°07'18"	350.00'	18.72'	N87°26'37"W	37.38'
C4	27.88'	006°23'43"	250.00'	13.96'	S05°13'13"W	27.87'

PRELIMINARY PLAT
LONE OAK

1,609 RESIDENTIAL LOTS
19 COMMON AREAS

BEING 429.401 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
DAVID MITCHELL SURVEY, ABSTRACT NO. 588
GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 825
JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079

JOHNSON COUNTY, TEXAS

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Plano, Texas 75093
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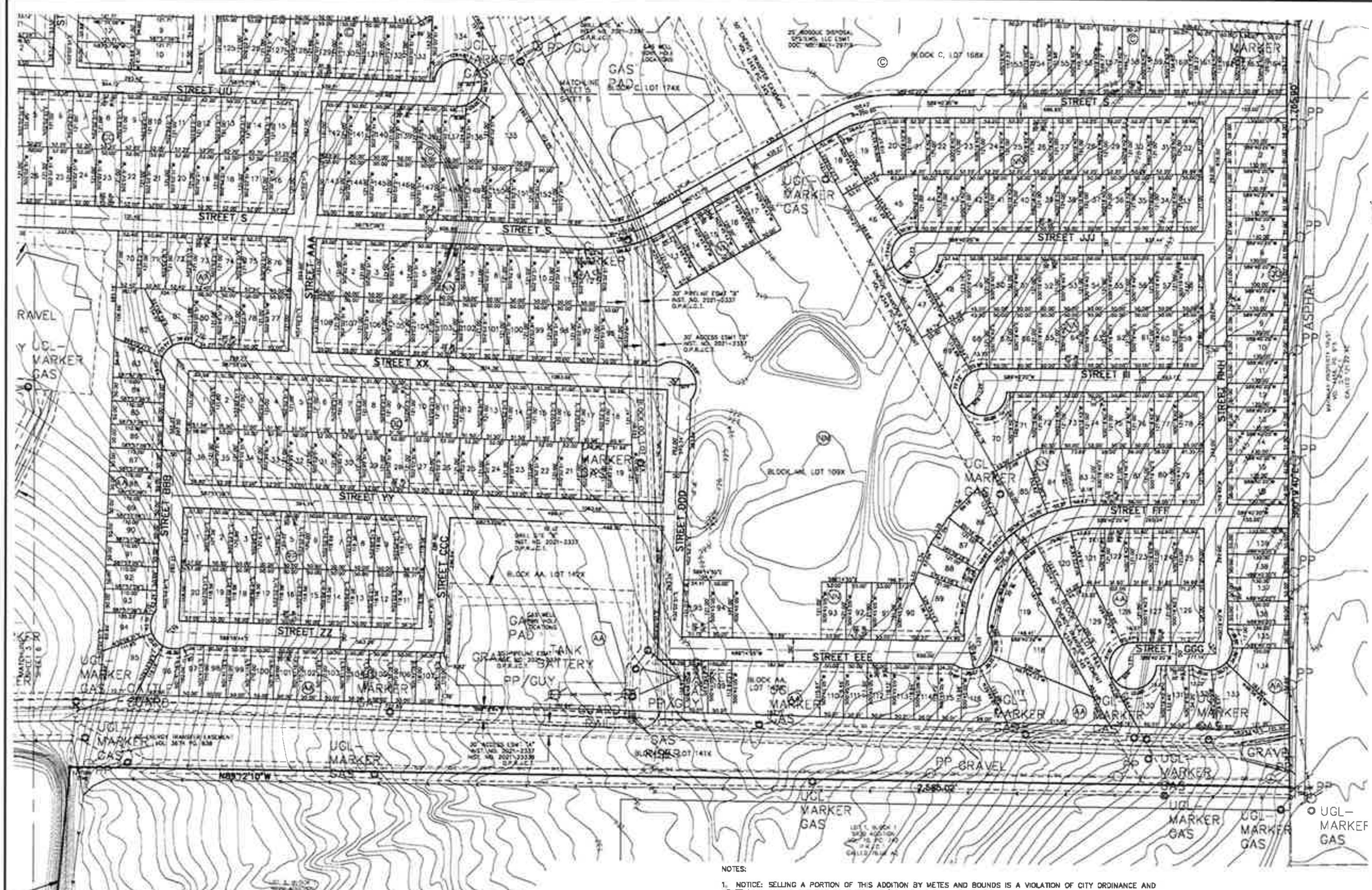
Date: August 2, 2021

Sheet 8 of 8



GRAPHIC SCALE

(IN FEET)
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LEGEND
POC POINT OF COMMENCING
POB POINT OF BEGINNING
IRF IRON ROD FOUND
CM CONTROL MONUMENT
S.F. SQUARE FEET

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L29	S34°53'20"W	31.39'
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L32	N00°14'48"W	37.22'
L33	N17°28'56"E	24.88'
L34	N24°08'12"E	67.34'
L35	N32°51'52"E	67.34'
L36	N45°11'06"E	80.18'
L37	S15°58'32"W	28.12'

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PRELIMINARY PLAT

LONE OAK

1,609 RESIDENTIAL LOTS
19 COMMON AREAS

BEING 429.401 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
DAVID MITCHELL SURVEY, ABSTRACT NO. 586
GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 625
JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079

JOHNSON COUNTY, TEXAS

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Contact:

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Contact: Christopher Wall, P.E.
TBPE No. F-438 TBPLS No. 10076000
(972)248-7676

Date: August 2, 2021

Sheet 7 of 8

PROPERTY DESCRIPTION

BEING a tract of land located in the City of Alvarado, Johnson County, Texas, being a part of the David Mitchell Survey, Abstract No. 586, the James B. Conger Survey, Abstract No. 150, the George S. McIntosh Survey, Abstract No. 825, and the James Nicholson Survey, Abstract No. 1079, being all of that certain tract of land described in a deed to GRBK EDGEWOOD, LLC recorded as Instrument Number 2021-23404, Official Public Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an 80d nail with washer stamped "BLUESTAR SURVEYING" found at the most westerly northeast corner of said GRBK Edgewood tract, said point also being the northeast corner of a tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Deed Records, Tarrant County, Texas, said point being in the centerline of County Road 508, more or less;

THENCE North 60 degrees 07 minutes 21 seconds East, along the north line of said GRBK Edgewood tract, and along the centerline of said County Road 508, more or less, a distance of 1,221.36 feet to a point for corner, being the common corner of said GRBK Edgewood tract, and a tract of land described in a deed to Simis Investments, LLC, recorded in Document Number 2018-03552, Deed Records, Johnson County, Texas, from which a one-half inch iron rod found bears South 19 degrees 08 minutes 32 seconds West, a distance of 1.15 feet;

THENCE South 29 degrees 22 minutes 14 seconds East, along the common line of said GRBK Edgewood tract, and said Simis Investments, LLC tract, passing a one-half inch iron rod found on line at a distance of 23.38 feet, passing a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found at the common corner of said Simis Investments, LLC tract, and a tract of land described in a deed to Nova Legacy 49, LLC, recorded in Document Number 2019-34549, Deed Records, Johnson County, Texas at a distance of 441.15 feet, and continuing a total distance of 1,730.13 feet to a 4 inch steel post found for the common corner of said GRBK Edgewood tract, said Nova Legacy 49, LLC tract;

THENCE North 60 degrees 23 minutes 20 seconds East, along the common line of said GRBK Edgewood tract, and said Nova Legacy 49, LLC tract, a distance of 1883.38 feet to a one-half inch iron rod with plastic cap stamped "FORTWORTH SURVEYING" found for the common corner of said GRBK Edgewood tract, said Nova Legacy 49, LLC tract, and a tract of land described in a deed to Silken Inc., recorded in Volume 2271, Page 110, Deed Records, Johnson County, Texas;

THENCE North 60 degrees 27 minutes 35 seconds East, along the common line of said GRBK Edgewood tract, and said Silken Inc tract, a distance of 1,564.29 feet to a 5/8 inch iron rod found for the common corner of said GRBK Edgewood tract, Block 1 Sage Meadows, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 8, Page 541, Plat Records, Johnson County, Texas;

THENCE South 04 degrees 15 minutes 09 seconds West, along the common line of said GRBK Edgewood tract, and said Block 1, a distance of 847.88 feet to a 5/8 inch iron rod found for the common corner of said GRBK Edgewood tract, and said Block 1;

THENCE North 86 degrees 29 minutes 36 seconds West, along the common line of said GRBK Edgewood tract, and said Block 1, a distance of 257.82 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" found for the common corner of said GRBK Edgewood tract, and said Block 1;

THENCE South 04 degrees 30 minutes 31 seconds West, along the common line of said GRBK Edgewood tract, and said Block 1, passing the common corner of said Block 1, and a tract of land in a deed to Carolyn K. Myers, recorded in Volume 3272, Page 803, Deed Records, Johnson County, Texas, described in Volume 2196, Page 326, Deed Records, Johnson County Texas, passing the common corner of said Myers tract, and a tract of land described in a deed to Antonino Alegria and Jeanette F. Alegria, recorded in Document Number 2012-05342, Deed Record, Johnson County, Texas, and continuing a total distance of 1,325.63 feet to a five-eighths inch iron rod found for the common corner of said GRBK Edgewood tract, and said Alegria tract;

THENCE South 88 degrees 42 minutes 17 seconds East, along the common line of said GRBK Edgewood tract, and said Alegria tract, a distance of 904.65 feet to a five-eighths inch iron rod found for the common corner of said GRBK Edgewood tract, and said Alegria tract;

THENCE South 00 degrees 19 minutes 40 seconds East, along the common line of said GRBK Edgewood tract, and said Alegria tract, passing a 5/8 inch iron rod found for an interior corner of said Alegria tract, said point being in the right-of-way line of said County Road 607, at a distance of 25.31 feet, and continuing along the east line of said GRBK Edgewood tract, and along the west right-of-way line of said County Road 607, a total distance of 1,765.90 feet to a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said GRBK Edgewood tract, and Lot 3, Block 1, SR20 Addition, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 10, Page 742, Plat Records, Johnson County, Texas, said point being in the west right-of-way line of County Road 607;

THENCE North 89 degrees 12 minutes 10 seconds West, along the common line of said GRBK Edgewood tract, and said Lot 3, Block 1, a distance of 2,585.02 feet to a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said GRBK Edgewood tract, and said Lot 3, Block 1;

THENCE South 05 degrees 36 minutes 42 seconds West, along the common line of said GRBK Edgewood tract, and said Lot 3, Block 1, passing the common corner of said Lot 2, Block 1, and Lot 3, Block 1, of said SR20 Addition, and continuing a total distance of 1,565.44 feet to a one-half inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said GRBK Edgewood tract, and said Lot 2, Block 1;

THENCE South 89 degrees 51 minutes 19 seconds East, along the common line of said GRBK Edgewood tract, and said Lot 2, Block 1, a distance of 76.81 feet to a one-half inch iron rod found for the common corner of said GRBK Edgewood tract, and said Lot 2, Block 1;

THENCE South 00 degrees 06 minutes 33 seconds West, along the common line of said GRBK Edgewood tract, and said Lot 2, Block 1, a distance of 90.02 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" found for the common corner of said GRBK Edgewood tract, said Lot 2, Block 1, and a tract of land described in a deed to Dixie Partners 8, LLC, recorded in Document Number 2018-04925, Deed Records, Johnson County, Texas;

THENCE South 88 degrees 54 minutes 58 seconds West, along the common line of said GRBK Edgewood tract, and said Dixie Partners 8, LLC tract, passing a one-half inch iron rod found at a distance of 4.08 feet, and continuing a total distance of 2,602.59 feet to a one-half inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" found for the common corner of said GRBK Edgewood tract, and said Dixie Partners 8, LLC tract, said point being in the east line of a tract of land described in a deed to Alvarado ISD, recorded in Volume 2691, Page 258, Deed Records, Johnson County, Texas;

THENCE North 00 degrees 37 minutes 20 seconds West, along the common line of said GRBK Edgewood tract, and said Alvarado ISD tract, a distance of 1,572.90 feet to a two inch iron pipe found for the common corner of said GRBK Edgewood tract, Alvarado ISD tract, and a tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Deed Records, Tarrant County, Texas;

THENCE North 00 degrees 19 minutes 20 seconds East, along the common line of said GRBK Edgewood tract, and said Franklin tract, a distance of 2,169.58 feet to a one-half inch iron rod found for the common corner of said GRBK Edgewood tract, and said Franklin tract;

THENCE North 12 degrees 02 minutes 50 seconds West, along the common line of said GRBK Edgewood tract, and said Franklin tract, a distance of 781.63 feet to the POINT OF BEGINNING and containing 18,704,734 square feet or 429.402 acres of land more or less.

NOW THERFORE KNOW ALL MEN BY THESE PRESENTS:

That, FIRST TEXAS HOMES, INC. is the owner of the above described parcel, acting by and through the undersigned, its duly authorized agent, does hereby adopt the herein above describe property as LONE OAK, an addition to Johnson County, Texas and does dedicate to the public use the streets and easements shown thereon.

WITNESS, my hand at Dallas, Texas, this the ______ day of ________________________ 2021.

____

an Authorized Agent for First Texas Homes, Inc.,
Keith Hardesty, Division President

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Keith Hardesty, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS MY HAND at Dallas, Texas, this ____ day of __________________, 2021.

____

Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

This is to certify that I, WILLIAM J. JOHNSON, a Registered Professional Land Surveyor of the State of Texas, having platted the above subdivision from an actual survey on the ground, and that all lot corners, and angle points, and points of curve shall be properly marked on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.

Dated this _____ day of ____________ 2021.

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT."

____

WILLIAM J. JOHNSON, R.P.L.S. No. 5426

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared WILLIAM J. JOHNSON, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

ROSA M. GARCIA
Notary ID [illegible]
Expires April 13, 2024

____

Notary Public, State of Texas

PRELIMINARY PLAT

LONE OAK

1,609 RESIDENTIAL LOTS
19 COMMON AREAS

BEING 429.401 ACRES OUT OF
JAMES B. CONGER SURVEY, ABSTRACT NO. 150
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TBPE No. F-438 TBPLS No. 10076000

Date: August 2, 2021 — Sheet 8 of 8

EXHIBIT E
Development Standards

General Standards

1. The design and development of the Lone Oak neighborhood shall take place in general accordance with the Concept Plan (Exhibit __).
2. Street Pattern. Refinements to the street pattern shown on the Concept Plan (Exhibit __) may take place without the need to amend the Development Agreement as long as those refinements do not change the general nature of the streets.
3. A minimum of 10% of the land within the Lone Oak neighborhood shall be used as common open space. Open space will be publicly accessible, except for any fenced swimming pool area. The open space shall be owned and maintained by a mandatory Homeowners Association.
4. Gas wells. Homes shall not be located closer than 200 linear feet to an existing well bore. The distance shall be calculated from the well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of any home.

Use Regulations

1. Permitted uses shall be all principal and accessory uses which are allowed by right in the (SF-2) Single Family Residential District, in accordance with Section 42-22 (b) of the Alvarado Zoning Ordinance, as amended.
2. A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (SF-2) Single Family Residential District, in accordance with Section 42-22 (d) of the Alvarado Zoning Ordinance, as amended.

Development Requirements

Development shall take place in accordance with development standards established Section 44-22 of the Alvarado Zoning Ordinance for the SF-2 Single Family Residential District, on the date the Lone Oak Development Agreement is submitted to the City of Alvarado, unless otherwise identified below or in an amendment to this Development Agreement in the future. Items addressed in Section 44-22 of the Alvarado Zoning Ordinance which are not specifically addressed below do not apply to the Lone Oak neighborhood.

1. Minimum lot area: 5,500 square feet.
2. Minimum lot width: 50 linear feet. On cul-de-sacs and/or elbows, the lot width may be reduced to 40 linear feet. For purposes of this section, lot width is measured at the front building line.
3. Minimum lot depth: 110 linear feet. On cul-de-sacs and/or elbows, the lot depth may be reduced to 100 linear feet

4. Minimum front yard:
   A. Primary face of the home fronting a residential street: 20 linear feet.
   B. Primary face of the home fronting a collector or major street: 35 linear feet.
   C. Unenclosed, covered porch or terrace on a home fronting a public street: 10 linear feet. Said porch or terrace may have supporting columns and its covering may be incorporated into the design of the home.
5. Minimum side yard-:
   A. Interior: 5 linear feet.
   B. Abutting a residential street: 10 linear feet.
   C. Abutting a collector or major street: 15 linear feet.
6. Minimum rear yard:
   A. Two story home: 20 linear feet.
   B. One story home and/or a one story portion of a two story home: 15 linear feet.
7. Maximum ground coverage:
   A. Primary building: 55%.
   B. Total for all buildings: 65%.

   For purposes of this section, outdoor patios/kitchens shall not count as part of the primary building if they are located under a contiguous roof.

8. Minimum size of house: 1,500 square feet.
9. Maximum density per acre: 5.00 dwelling units. For purposes of this section, acreage shall be considered as the total acreage within the boundaries of the Lone Oak neighborhood as shown on the Concept Plan (Exhibit __). In no event shall there be more than 1700 total lots.
10. Maximum height: 35 linear feet.
11. Landscaping: A minimum of one, three inch caliper canopy tree shall be located in the front yard of each home.
12. Neighborhood Entrances: All neighborhood entrances shall be constructed with stone or brick.
13. Exterior Materials:
    A. Exterior materials for residential structures (excluding accessory structures) shall consist of brick, stone, synthetic stone, stucco, decorative cementious fiberboard, cementious fiberboard siding, excluding windows, doors, and other normal openings, fascia, and architectural details (corbels, exposed beams, guardrails, handrails, dormers, etc.).
    B. Mansory Materials shall be defined as brick, stone, synthetic stone, and stucco with the following requirements:
       i. Front elevation – no less than 80% Masonry Materials
       ii. Side elevation – no less than 75% Masonry Materials
       iii. Rear elevation – no less than 50% Masonry Materials
       iv. Walls over roof are allowed to have cementious fiberboard siding, overlapping horizontally.
    C. Chimneys (if installed) – If built on an exterior wall, it must be 100% Masonry Materials. If built within interior, cementious fiberboard siding, overlapping horizontally, shall be used.

EXHIBIT F

Home Buyer Disclosure Program

The PID Administrator for the Lone Oak Public Improvement District (the "PID") shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.

2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.

3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.

4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.

5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.

6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.

7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.

8. Include notice of the PID in the homeowner association documents in conspicuous bold font.

9. The City will include announcements of the PID on the City's web site.

The Developer and the PID Administrator shall regularly monitor the implementation of this disclosure program and shall take appropriate action to require these notices to be provided when one of them discovers that any requirement is not being complied with.

EXHIBIT G
Landowner Agreement

SGR Executive Recruitment Services

September 2021

(Pricing valid for 90 days)

Strategic Government Resources

P.O. Box 1642, Keller, Texas 76244
Office: 817-337-8581

JJ Peters, President of Executive Recruitment
JJPeters@GovernmentResource.com

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Company Profile

Background

Strategic Government Resources, Inc. (SGR) exists to help local governments become more successful by Recruiting, Assessing, and Developing Innovative, Collaborative, and Authentic Leaders. SGR was incorporated in 2002 with the mission to facilitate innovative leadership in local government. SGR is fully owned by former City Manager Ron Holifield, who spent two high-profile decades in city management and served as a City Manager in several cities.

SGR's business model is truly unique. Although we are a private company, SGR operates like a local government association. Most of SGR's principals are former local government officials, allowing SGR to bring a perspective and depth of local government expertise to every project that no other firm can match.

SGR's Core Values are Customer Service, Integrity, Philanthropy, Continuous Improvement, Agility, Collaboration, Protecting Relationships, and the Golden Rule.

SGR is a **full-service firm**, specializing in executive recruitment, interim placements, online training, onsite training, leadership development, psychometric assessments, strategic visioning retreats, one-on-one employee coaching, and other consulting services designed to promote innovation, team building, collaboration, and continuous improvement in local governments. SGR has approximately 700 local government clients in 47 states for all of our business lines combined. SGR has been, and continues to be, a leader in spurring innovation in local government.

SGR has 24 full-time employees, 2 part-time employees, 17 recruiters, and a number of consultants who function as subject matter experts on a variety of projects.

SGR's corporate headquarters is in the Dallas/Fort Worth Metroplex. SGR also has virtual offices in California, Florida, Minnesota, New York, North Carolina, Ohio, Oklahoma, Oregon, and Pennsylvania.

SGR Executive Leadership – Recruitment

- Ron Holifield, Chief Executive Officer
- Jennifer Fadden, Chief Operating Officer
- JJ Peters, President of Executive Recruitment

View all SGR team members and bios at: governmentresource.com/about-us/meet-the-team

SGR's Unique Qualifications

Extensive Network of Prospects

SGR is intent on being a leader in executive recruitment, and we believe it is imperative to be proactive in our mission to build a workforce that represents the communities we serve. SGR reaches an extensive and diverse pool of prospects by utilizing our unequaled network of prospects.

- SGR's Servant Leadership e-newsletter, where your position will be announced, reaches nearly 50,000 subscribers in all 50 states.
- We will send targeted emails to opt-in subscribers to SGR's Job Alerts.
- Your position will be posted on SGR's Website, GovernmentResource.com, which has more than 36,000 visitors per month.
- Your position will be posted on SGR's Job Board, SGRjobs.com, which averages more than 16,000 unique visitors per month and has over 1,600 jobs listed at any given time.
- SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn.
- SGR frequently partners with local government associations including League of Women in Government and the Local Government Hispanic Network.
- Approximately 65% of semifinalists selected by our clients learned about the open recruitment through via our website, servant leadership e-newsletter, job board, social media, job alert emails, or personal contact.

Collective Local Government Experience

Our recruiters have years of experience in local government and both regional and national networks of relationships. The entire executive recruitment group works as a team to leverage their networks to assist with each recruitment. SGR team members are active on a national basis, in both local government organizations and professional associations. Many SGR team members frequently speak and write on issues of interest to local government executives. SGR can navigate all of the relevant networks as both a peer and insider.

Equal Opportunity Commitment

SGR strongly believes in equal employment opportunity. SGR does not discriminate and believes that equal opportunity is an ethical issue. SGR quite simply will not enter into an engagement with an entity or organization that directs, or expects, that bias should or will be demonstrated on any basis other than those factors that have a bearing on the ability of the candidate to do the job. You can anticipate that SGR will make a serious and sincere effort to encourage qualified applicants from underrepresented demographic groups to apply. Although SGR obviously cannot, and would not, guarantee the makeup of the semifinalist or finalist groups, SGR does have relationships and contacts nationwide to encourage the meaningful participation of underrepresented minority groups, and we continue to evaluate and improve our processes by embedding a lens of equity and inclusion into our recruitment practices.

Listening to Your Unique Needs

SGR devotes a significant amount of time to actively listening to your organization and helping you define and articulate your needs. We work hard to conduct a comprehensive recruitment that is unique to you. SGR devotes a tremendous amount of energy to understanding your organization's unique culture, environment, and local issues to ensure a great "fit" from values, philosophy, and management style perspectives.

Trust of Candidates

SGR has a track record of remarkable confidentiality and providing wise counsel to candidates and next generation leaders; we have earned their trust. As a result, SGR is often able to get exceptional prospects to become candidates, even if they have declined to become involved in other recruitment processes. Candidates trust SGR to assess the situation well, communicate honestly and bluntly, and maintain their confidentiality to the greatest extent possible.

Accessibility & Communication

Your executive recruiter is accessible at all times throughout the recruitment process and can be reached by candidates or clients, even at night and on weekends, by cell phone or email. In addition, the recruiter communicates with active applicants on a weekly basis and sends Google alerts articles to keep the applicants informed about the community and opportunity.

Comprehensive Evaluation and Vetting of Candidates

SGR offers a candidate screening process that prevents surprises and ensures in-depth understanding. Our vetting process includes:

- Prescreening questions and technical review of resumes
- Cross communication between our recruiters about candidates who have been in previous searches for greater understanding of background and skills
- Comprehensive written questionnaires to gain different insights than typically available on a resume
- Online pre-recorded video interviews that allow search committee members, at their convenience, to view candidates in an interview setting prior to the finalist stage of the recruitment process
- Comprehensive media reports that go far beyond automated Google/LexisNexis searches and are customized to each candidate based on where they have lived and worked
- Comprehensive automated and anonymous reference checks that provide deep insights on candidates' soft skills from a well-rounded group of references
- Psychometric assessments (supplemental cost)
- Comprehensive background checks completed by a licensed private investigation firm
- Advanced exercise, customized to the organization, for finalist candidates

Recruitment Methodology

A full-service recruitment typically entails the following steps:

1. **Organizational Inquiry and Analysis**
    - Develop Recruitment Plan and Timeline
    - Individual Interviews with Key Stakeholders
    - Development of Position Profile Brochure
2. **Advertising and Marketing, Communication with Applicants and Prospects**
3. **Initial Screening and Review**
4. **Search Committee Briefing to Facilitate Selection of Semifinalists**
5. **Evaluation of Semifinalist Candidates**
    - Written Questionnaires
    - Recorded Online Interviews
    - Media Searches - Stage 1
6. **Search Committee Briefing to Facilitate Selection of Finalists**
7. **Evaluation of Finalist Candidates**
    - Comprehensive Media Searches - Stage 2
    - Comprehensive Background Investigation Reports
    - DiSC Management Assessments (supplemental service)
    - First Year Game Plan or Other Advanced Exercise
8. **Interview Process**
    - Face-to-Face Interviews
    - Stakeholder Engagement (may occur earlier in process)
    - Deliberations
    - Reference Checks (may occur earlier in process)
9. **Negotiations and Hiring Process**
    - Determine the Terms of an Offer
    - Negotiate Terms and Conditions of Employment
    - Press Release (if requested)

Step 1: Organizational Inquiry and Analysis

Develop Recruitment Plan and Timeline

SGR will meet with the client at the outset of the project to finalize the recruitment plan and timeline. At this time, SGR will also request that the client provide us with photos and information on the community, organization, and position to assist us in drafting the position profile brochure.

Individual Interviews with Key Stakeholders

SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your particular needs. Fully understanding your organizational needs is the most critical part of conducting a successful executive recruitment. In consultation with the Search Committee, SGR will develop a list of individuals to meet with about the position. Individual interviews may include members of the Search Committee, key staff members, peers in other organizations, and/or community leaders to find out more about the position, special considerations, and the political environment. These interviews last approximately 30-60 minutes each and identify issues that may affect the dynamics of the recruitment, as well as develop a composite understanding of the organization's preferences. This process helps with organizational buy-in and will assist us in developing the position profile.

Development of Position Profile Brochure

Following the individual interviews, SGR will develop a draft position profile brochure that is reviewed and revised in partnership with your organization until we are in agreement that it accurately reflects the sought-after leadership and management characteristics.

Step 2: Advertising and Marketing, Communication with Applicants and Prospects

Advertising and Marketing

The Executive Recruiter and client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, where your position will be announced, reaches nearly 50,000 subscribers in all 50 states. We will also send targeted emails to opt-in subscribers to SGR's Job Alerts. Your position will be posted on SGR's Website, GovernmentResource.com, and on SGR's Job Board, SGRjobs.com. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on Facebook, Twitter, Instagram, and LinkedIn. Ads are also typically placed in various state and national publications, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospects

SGR communicates with interested prospects on ongoing basis during the recruitment process. Outstanding prospects often will not submit a resume until they have done considerable homework on the available position. A significant number of inquiries will be made, and it is essential that the executive search firm be prepared to answer those questions with fast, accurate, and complete information, and in a warm and personal manner. This is one of the first places a prospective candidate will develop an impression about the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personal responses to any questions or inquiries. SGR communicates frequently with applicants to ensure they stay enthusiastic and informed about the opportunity. SGR utilizes Google Alerts and sends weekly update emails to active applicants regarding the organization and community.

Step 3: Initial Screening and Review

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. The triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues regarding previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process described above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to make sure that the minimum requirements of the position are met, and which of the preferred requirements are met. This sifting process assesses how well candidates' applications fulfill the recruitment criteria outlined in the Position Profile.

Step 4: Search Committee Briefing / Selection of Semifinalist Candidates

At this briefing, SGR will provide a comprehensive progress report and facilitate the selection of up to 12 semifinalists. The presentation will include summary information on the process so far, the candidate pool overall, and any trends or issues, as well as a briefing on each candidate and their credentials. No other firm offers this level of reporting detail and transparency.

Step 5: Evaluation of Semifinalist Candidates

Reviewing resumes is an important and valuable step in the executive recruitment process. However, the simple fact is that resumes can be misleading. They tell you nothing about the individual's personal qualities or his/her ability to get along with other people. Resumes can also exaggerate or inflate accomplishments or experience. SGR's responsibility is to go more in-depth than the resume to ensure that those candidates who continue in the process are truly outstanding. SGR's goal is to have a clear understanding of the person behind the resume and what makes him/her an outstanding prospect for you. The evaluation of semifinalist candidates includes follow-up when appropriate to ask any questions about underlying issues.

Written Questionnaires
SGR will ask semifinalist candidates to complete a comprehensive written exercise designed to provide greater insight into candidate thought processes and communication styles. SGR's written instrument is custom designed around the priorities identified by the Search Committee and usually includes questions focusing on key areas of particular interest to the client. This written instrument will be included in the semifinalist briefing book along with cover letters and resumes submitted by the candidates.

Recorded Online Interviews
SGR will ask semifinalist candidates to complete online interviews. This provides a very insightful, efficient and cost-effective way to gain additional insights to utilize in selecting finalists you want to invite for an onsite interview. The recorded online interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Online interviews also convey to candidates that the organization is using leading edge technology in its business processes and provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest. Links to view the online interviews are emailed to the Search Committee members for viewing at their convenience prior to selection of finalist candidates.

Media Searches - Stage 1
"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" to the Search Committee immediately upon discovery.

Step 6: Search Committee Briefing / Selection of Finalist Candidates

Prior to this briefing, SGR will provide each member of the Search Committee with a briefing book on the semifinalist candidates. The briefing book includes cover letters, resumes, and completed questionnaires. The link to view the online interviews is emailed separately to Search Committee members. The purpose of this briefing is to facilitate narrowing the list to up to 5 finalists who will be invited for personal interviews.

Step 7: Evaluation of Finalist Candidates

Comprehensive Media Searches - Stage 2
"Stage 2" of our media search process includes the web-based interface Nexis Diligence™ along with Google as a supplementary tool. By utilizing both, we can provide our clients with an enhanced due diligence process to help vet potential candidates in an efficient and comprehensive manner, which reduces the risk of overlooking important information.

The Stage 2 media search consists of a more complex search, which also includes social media platforms, and has proven helpful in analyzing possible adverse news about the candidate by uncovering issues that may not have been previously disclosed by the candidate. The media search gives the Search Committee an overview of the type and extent of press coverage that a candidate has experienced over the course of their career. View a sample media report at: http://bit.ly/SGRSampleMediaReport.

Comprehensive Background Investigation Reports

Through SGR's partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: bit.ly/SGRSampleBackgroundReport.

- Social Security number trace
- Address history
- Driving history/motor vehicle records
- Credit report (if desired)
- Federal criminal search
- National criminal search
- County wants and warrants for previous 10 years
- Global homeland security search
- Sex offender registry search
- State criminal search (for current and previous states of residence)
- County civil and criminal search (for every county in which candidate has lived or worked) for previous 10 years
- Education verification
- Employment verification (if desired)
- Military verification (if desired)

DiSC Management Assessments (supplemental service)

SGR uses a DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment analyzes and reports comprehensively on the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager. View a sample report at: bit.ly/SGRDiscProfileSample. For assessments of more than two candidates, a DiSC Management Comparison Report is included, which provides a side-by-side view of each candidate's preferred management style. View a sample comparison report at: bit.ly/SGRDiscTeamReport.

First Year Game Plan or Other Advanced Exercise

SGR will work with your organization, if desired, to develop an advanced exercise for the finalist candidates. One example of such an exercise is a "First Year Game Plan," a process where finalist candidates are provided with the contact information for elected officials, key staff, and community leaders and then given free rein to make contact with all of them in advance and use those insights to develop a "first year game plan" based on what they know so far.

Feedback is received from the key contacts on their impressions of the finalist candidates from the interactions with the candidates prior to the interviews. This exercise provides the opportunity to evaluate candidates' written and interpersonal communication skills, as well as critical analysis skills.

Step 8: Interview Process

Face-to-Face Interviews

SGR will schedule interviews at a date/time convenient to your organization. This process can be as simple, or as complex, as your organization desires. SGR will help you determine the specifics and assist in developing the interview schedule and timeline. SGR will prepare sample interview questions and will participate throughout the process to make it smooth and efficient.

Stakeholder Engagement

At the discretion of the Search Committee, we will work closely with your organization to engage stakeholders in the recruitment process. Our recommendation is that we design a specific stakeholder engagement process after we learn more about the organization and the community. Different approaches work best in different communities. We will collaborate with your organization to determine which option, or combination of options, will be the most effective for the unique needs of the organization.

- Stakeholder survey (supplemental service, can be provided at an additional cost)
- Interviewing community leaders at the outset of the recruitment;
- Holding a public forum for citizen engagement at the outset of the recruitment;
- Community leader reception;
- Meet and greet;
- Search Committee and key community leader dinner meeting;
- "Round Robin" forum meetings with various community groups during a multi-day interview process.

Deliberations

SGR will facilitate a discussion about the finalist interviews and assist the Search Committee in making a hiring decision or in deciding whether to bring back one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses, in turn providing organizations with more meaningful and insightful information on candidates. SGR provides a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If the names of the finalists are made public prior to interviews, SGR will typically contact references prior to the interview process. If the names of the finalists are not made public prior to interviews, SGR will typically wait until the organization has selected its top candidate before calling references in order to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine the Terms of an Offer

Upon request, SGR will provide appropriate employment agreement language and other helpful information to assist you in determining an appropriate offer to extend to your candidate of choice.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will determine and define any special needs or concerns of the chosen candidate, including anything that could be a complicating factor. SGR is experienced and prepared to help craft win-win solutions to negotiation "log-jams."

Press Release (if requested)

Until you have "sealed the deal," you need to be cautious in order to avoid the embarrassment of a premature announcement that does not work out. You also want to try to notify all senior staff and unsuccessful candidates before they read about it in the newspaper. SGR will assist with this coordination and with drafting any announcements or press releases.

Satisfaction Surveys

SGR is committed to authentically following the golden rule by providing prompt, professional and excellent communication and always treating every client with honor, dignity and respect. We ask clients and candidates to complete a brief and confidential survey after the completion of their recruitment. This helps us strive to continuously improve our processes and meet the changing needs of the workforce.

Supplemental Service: Post-Hire Team Building Workshop

SGR can provide a customized team building workshop after you hire for the position. SGR utilizes I-OPT, which is a validated measurement tool that shows how a person perceives and processes information. Because people "see" different things when they assess a situation, they are motivated to take various courses of action, so understanding you and your colleagues' I-OPT Profiles will enable you to work much more effectively as a team. This service can be provided at an additional cost. View sample I-OPT reports at: bit.ly/sampleIOPTreports.

Projected Schedule

Schedule will be adjusted at the outset of the search to meet the organization's needs.

Task	Weeks
• Contract Executed • Develop Recruitment Plan, Timeline • Individual Interviews with Key Stakeholders	Week 1
• Deliverable: Position Profile Brochure • Search Committee Reviews and Approves Brochure	Weeks 2-3
• Advertising and Marketing • Accept Applications • Communication with Prospects and Applicants	Weeks 4-7
• Initial Screening and Review	Week 8
• Search Committee Briefing / Select Semifinalists • Questionnaires and Recorded Online Interviews • Media Searches - Stage 1	Week 9
• Deliverable: Semifinalist Briefing Books and Online Interviews	Week 10
• Search Committee Briefing / Select Finalist Candidates	Week 11
• Comprehensive Media Searches - Stage 2 • Comprehensive Background Investigation Reports • DiSC Management Assessments (supplemental service) • First Year Game Plan or Other Advanced Exercise	Weeks 12-13
• Deliverable: Finalist Briefing Books	Week 14
• Face-to-Face Interviews • Stakeholder Engagement (may occur earlier in process) • Deliberations • Reference Checks (may occur earlier in process) • Negotiations and Hiring Process	Week 15

Recruitment Costs & Service Guarantee

Not-to-Exceed Price: **$24,900**

Not-to-exceed price includes:

- **Professional Service Fee - $18,500**
- **Expenses:**
  - **Position Profile Brochure & Marketing - $1,500**
    - Production of a professional position profile brochure
    - Custom-designed graphics for social media and email marketing
    - Announcement in SGR's 10 in 10 Leadership and Innovation e-newsletter
    - Two (2) email blasts to SGR's opt-in Job Alert subscribers for the relevant job category
    - Featured job placement on SGR's website
    - Featured ad on SGR's job board
    - Promotions on SGR's social media pages – Facebook, Twitter, LinkedIn, and Instagram
  - **Semifinalist Recorded Online interviews** for up to twelve (12) semifinalists - **$225 each**
  - **Comprehensive Media Reports** for up to five (5) finalists - **$500 each**
  - **Comprehensive Background Investigation Reports** for up to five (5) finalists - **$400 each**
  - **Comprehensive Reference Checks** with individual reports for up to five (5) finalists - **$225 each**
  - **Up to Two (2) onsite visits** by the Recruiter to the Organization. Meals are billed back at a per diem rate of $10 for breakfast, $15 for lunch, and $25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead. **Travel will be dependent on COVID restrictions in place at the time and take into consideration the health and safety of team members of both SGR and the Organization.**

Supplemental Services

The supplemental services listed below are <u>not included</u> in the not-to-exceed price:

- **Ad placements, as approved by the organization, will be billed back at actual cost with no markup for overhead.**
- There may be an additional charge for changes made to the Position Profile Brochure after the brochure has been approved by the organization and the position has been posted online.

- Additional online interviews (over and above the twelve (12) included in the not-to-exceed price above) are offered for $225 per candidate.
- Additional comprehensive media reports (over and above the five (5) included in the not-to-exceed price above) are offered for $500 per candidate.
- Additional background investigation reports (over and above the five (5) included in the not-to-exceed price above) are offered for $400 per candidate.
- Additional reference checks (over and above the five (5) included in the not-to-exceed price above) are offered for $225 per candidate.
- There is a cost of $175 per candidate for the DiSC Management Profile.
- Semifinalist and finalist briefing materials will be provided to the search committee via an electronic link. Should the organization request printing of those materials, the reproduction and shipping of briefing materials will be outsourced and be billed back at actual cost.
- Additional in-person visits (over and above the two (2) in-person visits included in the not-to-exceed price above) by the Recruiter will be billed over and above the not-to-exceed price. Meals are billed back at a per diem rate of $10 for breakfast, $15 for lunch, and $25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Candidates are reimbursed directly by the organization for travel expenses.
- SGR will conduct a Stakeholder Survey for $1,000. SGR provides recommended survey questions and sets up an online survey. Stakeholders are directed to a web page or invited to take the survey by email. A written summary of results is provided to the organization.
- If desired, the Recruiter will travel to the communities of the finalist candidates to conduct onsite visits. Site visits will be charged at a day rate of $1,000 per day, plus travel expenses. Meals are billed back at a per diem rate of $10 for breakfast, $15 for lunch, and $25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- A half-day onsite post-hire team building workshop is offered for $4,000, plus travel expenses and $150 per person for I-OPT reports.
- In the unexpected event the organization requests that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark up for overhead.
- If the organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at $250 per hour.

Billing

The professional service fee for the recruitment is billed in three equal installments during the course of the recruitment. The initial installment is billed after the position profile brochure has been created. The second installment is billed after semifinalists are selected. The final installment is billed at the conclusion of the recruitment. Expenses and supplemental services will be billed with each of the three installments, as appropriate.

Service Guarantee

SGR guarantees that you will be satisfied with the results of the full service recruitment process, or we will repeat the entire process one additional time and charge only for expenses. Additionally, if you select a candidate (that SGR has fully vetted) who resigns or is released within 18 months of their hire date, SGR will repeat the process one additional time and charge only for expenses. If the organization circumvents SGR's recruitment process and selects a candidate who did not participate in the full recruitment process, the service guarantee is null and void. We also guarantee that we will not directly solicit a candidate we bring to you for another job.

MARKETING & APPLICATION MANAGEMENT RECRUITMENT PACKAGE

pricing as of Sept. 2021

MARKETING & APPLICATION MANAGEMENT RECRUITMENT PACKAGE

$9,950

Components of this search package include:

- **Development of a Position Profile Brochure** - Utilizing information and photos provided by the organization, SGR's professional graphic designers and copywriters will develop a position profile brochure that is reviewed and revised in partnership with your organization until it accurately describes your community/organization, the position, and your ideal candidate.
- **Marketing** - Approximately 65% of semifinalists selected by our clients learn about the open recruitment via our website, servant leadership e-newsletter, job board, social media, job alert emails, or personal contact. SGR's marketing strategy includes:
  - Marketing period of 30-45 days
  - Custom-made graphics
  - Announcement in SGR's servant leadership e-newsletter, which reaches over 48,000 subscribers in all 50 states
  - Post on SGR's website (GovernmentResource.com), which has more than 36,000 visitors per month
  - Featured Ad on SGR's Job Board (SGRjobs.com), the 2nd largest local government job board in the nation, which averages more than 16,000 unique visitors per month and has over 1,600 jobs listed at any given time
  - Targeted job blast to our profession-specific Job Alert opt-in subscriber database
  - Promotion on SGR's social media networks (Facebook, Twitter, Instagram, LinkedIn)
  - Develop list of ad placement recommendations
  - Write ad language
  - Place ads (pass-through cost of ad placements not included)
- **Application Management & Screening** – SGR's recruiter will:
  - Receive resumes and cover letters on behalf of the organization through SGR's applicant tracking system
  - Communicate with applicants throughout the application submittal period
  - Evaluate resumes
  - Conduct a virtual briefing with the organization after the position closes
  - Send emails to retain or release applicants after the briefing with the organization
  - Provide application materials of retained applicants to the organization
  - Hand off search to the organization

SGR

CONTACT US
Cindy Stanfield | CindyStanfield@GovernmentResource.com
Main Office: 817-337-8581 | www.GovernmentResource.com

JOB MARKETING & ADVERTISING

pricing as of Sept. 2021

JOB BOARD

SGR's Job Board (SGRjobs.com) is the 2nd largest local government job board in the nation, averages more than 16,000 unique visitors per month, and has 1,600 jobs listed at any given time.

JOB BOARD AD
$99 Each
One-time job posting for 30 days

JOB BOARD SUBSCRIPTION
$369 per Calendar Year
Unlimited job postings on SGR's Job Board for one calendar year

JOB BLAST

SGR has an extensive network of subscribers to our profession-specific opt-in Job Alert emails.

JOB BLAST
$249 Each
Targeted email to our profession-specific Job Alert subscriber database

- Logo and link to your organization's website
- Marketing language written by SGR
- Click-to-Tweet link

JOB BLAST PLUS PACKAGE
$299 Each *(savings of $49)*
One-time job posting for 30 days on SGR's Job Board plus a Job Blast

SGR

CONTACT US
Cindy Stanfield | CindyStanfield@GovernmentResource.com
Main Office: 817-337-8581 | www.GovernmentResource.com

JOB MARKETING & ADVERTISING

pricing as of Sept. 2021

Take advantage of SGR's social media networks to reach passive and active candidates. SGR creates a custom-made graphic and promotes your position on SGR's website, Facebook, Twitter, Instagram, and LinkedIn.

DIGITAL TALENT MARKETING

DIGITAL TALENT MARKETING (DTM) PACKAGE
$399 Each

- Custom-made graphic
- One-time promotion across SGR's social media networks
- Posted on SGR's website for 30 days (GovernmentResource.com)
- One-time job posting for 30 days on SGR's Job Board (SGRjobs.com)

DTM PLUS PACKAGE
$599 Each *(savings of $49)*
DTM Package, plus a Job Blast

For complete details on DTM and DTM Plus bit.ly/sgr-dtm

MARKETING & NETWORK BOOST
$2,500 Each
DTM Plus Package, plus:

- Development of a professional position profile brochure
- Development of a list of ad placement recommendations
- Draft ad language

Position Profile Brochure
$1,950 Each

Utilizing information and photos provided by the organization, SGR's professional graphic designers and copywriters will develop a position profile brochure that is reviewed and revised in partnership with your organization until it accurately describes your community/organization, the position, and your ideal candidate. The polished, professional brochure will then be provided to the organization in .pdf format.

SGR

CANDIDATE EVALUATION & VETTING

pricing as of Sept. 2021

QUESTIONNAIRE
$225 per Candidate
An SGR recruiter will develop a written exercise that is customized to the priorities and key areas of interest identified by the organization. SGR will distribute the questionnaire to the candidates, evaluate the questionnaires, and hold a virtual briefing with the organization.

RECORDED ONLINE INTERVIEW
$225 per Candidate
A recorded online interview allows the organization to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. SGR will provide a list of recommended questions to the organization, prompt the candidates to complete the interview, and email a link to the organization to view the interview.

REFERENCE CHECKS
$225 per Candidate
SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. SGR's reference check platform is anonymous, which is proven to encourage more candid and truthful responses. SGR provides a written summary report to the organization once all reference checks are completed. A minimum of eight (8) references must be provided by each candidate, and six (6) responsive references are required to produce a written report.

BACKGROUND INVESTIGATION REPORT - $400 per Candidate
Through SGR's partnership with a licensed private investigation firm, we are able to provide organizations with comprehensive background screening reports. View a sample background investigation report at: bit.ly/SGRSampleBackgroundReport
Background reports include:

- Social Security verification
- Address history verification
- Driving record (MVR)
- Federal criminal records search
- National criminal database search
- Global homeland security search
- Sex offender records search
- State criminal court search (for current and previous states of residence)
- County criminal, civil, and wants/warrants search (for every county in which candidate has lived or worked) for previous 10 years
- Credit report *(if desired)*
- Education verification
- Employment verification *(if desired)*
- Military verification *(if desired)*

COMPREHENSIVE MEDIA REPORT
$500 per Candidate
SGR uses a proprietary media search process to go far beyond automated media searches. The media reports are put into an easy-to-read format with the candidate's name highlighted each time it appears. View a sample media report at: bit.ly/SGRSampleMediaReport

SGR

ASSESSMENTS

pricing as of Sept. 2021

DISC® MANAGEMENT ASSESSMENT
$175 per Candidate
The DiSC® Management assessment analyzes the candidate's preferences in five vital areas: management style, directing and delegating, motivation, development of others, and working with his/her own manager.
View a sample report at:
bit.ly/SGRDiscProfileSample

For assessments of two (2) or more candidates, a DiSC® Management Comparison Report is included at no charge, which provides a side-by-side view of each candidate's preferred management style.
View a sample comparison report at:
bit.ly/SGRDiscTeamReport

I OPT ASSESSMENT
$175 per Candidate
I Opt® stands for Input Output Processing Template. It is a tool that measures how a person perceives and processes information, which has a profound impact on what motivates a person, how a person "sees" an issue, and how that person interacts with others on team projects. Understanding one's own I Opt® Profile makes it possible to be more self-aware. Understanding another's I Opt® Profile helps predict how they will approach any given situation. The cost per candidate includes the Individual Strategic Style Report, Change Management Report, and Emotional Impact Report.
bit.ly/sampleIOPTreports

FINALIST EVALUATION PACKAGE
$1,000 per Candidate
(savings of $300)
- Reference Checks
- Background Investigation Report
- Comprehensive Media Report
- DiSC Management Assessment

SGR

CONTACT US
Cindy Stanfield | CindyStanfield@GovernmentResource.com
Main Office: 817-337-8581 | www.GovernmentResource.com

SGR Executive Recruitment Clients 2013 to Present Include:

Arizona

- Avondale
- Chandler

Arkansas

- Fort Smith
- Hot Springs

California

- Encinitas

Colorado

- Arvada
- Aurora
- Brighton
- Combined Regional Communications Authority (Fremont County)
- Commerce City
- Craig
- Durango
- Englewood
- Erie
- Golden
- Gunnison
- Lamar
- Mountain View Fire Protection District
- Northglenn
- Vail
- Wheat Ridge

Connecticut

- Clinton
- Fairfield
- Hartford
- Manchester
- South Windsor

Connecticut, continued

- Tolland
- Wethersfield

Florida

- Boynton Beach
- Brevard County
- Clermont
- DeLand
- Fernandina Beach
- Fort Lauderdale
- Government Services Group, Inc.
- Green Cove Springs
- Indian River County
- Jupiter
- Lakeland
- Lee County
- Nassau County
- North Port
- Ormond Beach
- Palm Coast
- Plant City
- Port St. Lucie
- River to Sea TPO
- Sarasota County
- Tamarac
- Winter Haven

Georgia

- Albany
- Alpharetta
- Covington
- Johns Creek

Indiana

- Clarksville

Iowa

- Ames
- Davenport
- Des Moines Water Works

Kansas

- Coffeyville
- Hutchinson
- Iola
- Johnson County
- Johnson County Park & Recreation District
- Lawrence
- Lenexa
- Mission Hills
- Olathe
- Overland Park
- Shawnee
- Topeka
- Wyandotte County/Kansas City, Kansas
- Valley Center

Kentucky

- Paducah

Louisiana

- Shreveport

Maryland

- Cecil County Government

Michigan

- Ann Arbor
- Kalamazoo County Consolidated Dispatch Authority
- Midland
- Muskegon Heights

Minnesota

- Blaine
- Chanhassen

Mississippi

- Hancock County Port and Harbor Commission

Missouri

- Ballwin
- Cameron
- Cape Girardeau
- Grandview
- Joplin
- Lebanon
- Monett
- Nevada Housing Authority
- Nixa
- Parkville
- Riverside
- Sikeston
- Smithville
- Springfield
- St. Charles

Montana

- Bozeman
- Great Falls

Nevada

- Clark County
- Las Vegas
- Washoe County

New Mexico

- Farmington
- Four Corners Economic Development Corp.
- Lea County
- Los Lunas

New York

- Briarcliff Manor
- Port Chester
- Rye

North Dakota

- Mountrail-Williams Electric Cooperative
- Williston

Ohio

- Beavercreek
- Franklin County

Oklahoma

- Altus
- Bethany
- Broken Arrow
- Chickasha
- Choctaw
- Glenpool
- Lawton
- Miami
- Miami Office of Economic Development
- Oklahoma Municipal League
- Owasso
- Stillwater

Oregon

- Clackamas County
- Eugene
- Hermiston
- Klamath Falls
- Lane Regional Air Protection Agency
- Sandy
- Sherwood
- Springfield
- Tigard

Pennsylvania

- Kennett Square

Tennessee

- Johnson City
- Murfreesboro

Texas

- Abilene
- Addison
- Alamo Heights
- Alice
- Allen
- Alvin
- Amarillo
- Angleton
- Anna
- Argyle
- Arlington
- Austin
- Azle
- Bastrop
- Bastrop Economic Development Corp.
- Bay City
- Baytown
- BCFS Health & Human Services

Texas, continued

- Bedford
- Bell County
- Bellaire
- Belton
- Boerne
- Breckenridge
- Brenham
- Bridgeport
- Brownsville
- Brushy Creek Regional Utility Authority
- Bullard
- Burkburnett
- Burleson
- Canadian
- Canyon
- Capital Area of Texas Regional Advisory Council (CATRAC)
- Carrollton
- Castroville
- Cedar Park
- Celina
- Citizens for Progress
- City Center Waco
- Clute
- Coleman
- College Station
- Colleyville
- Commerce
- Copperas Cove
- Corpus Christi
- Dallas County
- Dallas County Park Cities M.U.D.
- Del Rio
- Denison
- Denison Area Chamber of Commerce
- Denton

Texas, continued

- Denton County Fresh Water Supply District 1-A
- Denton County Transportation Authority (DCTA)
- DeSoto
- Dickinson
- Duncanville
- Eagle Pass
- Edinburg
- El Paso
- El Paso MPO
- Elgin
- Ennis
- Euless
- Fairview
- Farmers Branch
- Fate
- Ferris
- Flower Mound
- Forney
- Fort Worth
- Freeport
- Fulshear
- Garland
- Georgetown
- Georgetown Chamber of Commerce
- Gonzales Economic Development Corp.
- Granbury
- Grand Prairie
- Grapevine
- Green Valley Special Utility District
- Harris County ESD No. 48
- Henderson
- Highland Park
- Humble
- Hutto

Texas, continued

- Hutto Community Development Corp.
- HJV Associates
- Irving
- Jacksonville
- Jacksonville Economic Development Corp.
- Joshua
- Katy
- Kaufman
- Kilgore
- Killeen
- Kingsville
- Kyle
- Lago Vista
- Lake Dallas
- Lake Worth
- Lakeway
- Lamesa
- Lancaster
- League City
- Leander
- Levelland
- Levelland Economic Development Corp.
- Liberty Hill
- Lindale
- Little Elm
- Lockhart
- Longview
- Longview Economic Development Corp.
- Lubbock
- Lubbock Power & Light
- Madisonville
- Marble Falls
- Marshall
- McKinney
- McKinney Economic Development Corp.

Texas, continued

- Memorial Villages Police Department
- Mesquite
- Messer Rockefeller & Fort
- Midland
- Mineral Wells
- Missouri City
- Montgomery
- Mount Pleasant
- Mount Pleasant Economic Development Corp.
- MPACT CDC
- Nacogdoches
- Nederland
- New Braunfels
- North Central Texas Council of Governments (NCTCOG)
- North Texas Municipal Water District
- North East Texas Regional Mobility Authority
- North Hays County Emergency Services District No. 1
- North Texas Municipal Water District
- North Richland Hills
- North Texas Emergency Communications Center (NTECC)
- Odessa
- Orange
- Palestine
- Paris
- Pearland
- Pflugerville
- Piney Point Village
- Plainview
- Plano
- Port Arthur
- Port Lavaca

Texas, continued

- Port Neches
- Portland
- Princeton
- Red Oak
- Reeves County
- Richardson
- Riverbend Water District
- Rockwall Economic Development Corp.
- Round Rock
- Round Rock ISD
- Rowlett
- Royse City Community Development Corporation
- Saginaw
- San Angelo
- San Antonio ISD
- San Marcos
- San Marcos/Hays County EMS
- San Patricio County Economic Development Corp.
- Santa Fe
- Seagoville
- Sealy
- Sherman Economic Development Corp.
- Snyder
- Socorro
- South Grayson Special Utility District
- South Padre Island
- Southlake
- Stephenville
- Sunnyvale
- Sweetwater
- Tarrant County 9-1-1 District
- Taylor
- Temple
- Terrell

Texas, continued

- TexAmericas Center
- Texas City
- The Colony
- Trophy Club Municipal Utility District
- Tyler
- Upper Brushy Creek Water Control & Improvement District
- Venus
- Victoria
- Waco
- Waxahachie
- Weatherford
- Webster
- West Lake Hills
- West University Place
- Westworth Village
- Wichita Falls
- Willow Park
- Wills Point
- Wilmer

Virginia

- Orange County

Washington

- Bainbridge Island
- Bellevue
- Blaine
- Burien
- Des Moines
- Richland
- Shoreline
- Snohomish County Fire District #5
- Snoqualmie
- Spokane

Washington, Continued

- Spokane Regional Transportation Council
- Spokane Valley
- Whitworth Water District #2

Wyoming

- Campbell County
- Casper

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of __________________, between the City of Alvarado, Texas (the "City"), a general law municipality of the State of Texas (the "State"), and ______________________, a Texas ___________ (the "Landowner").

RECITALS:

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Service and Assessment Plan (as defined herein); and

WHEREAS, Landowner owns the Assessed Parcels described by a metes and bounds description attached as **Exhibit I** to this Agreement and which is incorporated herein for all purposes, comprising all of the non-exempt, privately-owned land described in **Exhibit I** (the "Landowner Parcel") which is located within the Lone Oak Public Improvement District (the "District") in the City; and

WHEREAS, the City Council has adopted an assessment ordinance (including all exhibits and attachments thereto, the "Assessment Ordinance") for the Authorized Improvements and the Service and Assessment Plan (as updated and amended, the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on the Landowner Parcel in the District that will be pledged for the payment of certain infrastructure improvements and to pay the costs of constructing the Authorized Improvements that will benefit the Assessed Property; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions attached to this Agreement as **Exhibit II** and which are incorporated herein for all purposes, includes the statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended (the "PID Act"), to the purchaser.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits hereinafter set forth, the City and the Landowner hereby contract, covenant and agree as follows:

DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined herein (including each exhibit hereto) shall have the meanings ascribed to them in the Service and Assessment Plan.

Affirmation of Recitals. The findings set forth in the Recitals of this Agreement are hereby incorporated as the official findings of the City Council.

I.
AGREEMENTS OF LANDOWNER

A. Affirmation and Acceptance of Agreements and Findings of Benefit. Landowner hereby ratifies, confirms, accepts, agrees to, and approves:

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are coterminous with the District, all as shown on **Exhibit I,** and the location and development of the Authorized Improvements on the Landowner Parcel and on the property within the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Assessment Ordinance; and

(iii) the Assessment Ordinance and the Service and Assessment Plan.

B. Acceptance and Approval of Assessments and Lien on Property. Landowner consents to, agrees to, acknowledges and accepts the following:

(i) each Assessment levied by the City on the Landowner Parcel within the District (the "Assessments"), as shown on the assessment roll attached as Appendix __ to the Service and Assessment Plan (the "Assessment Roll");

(ii) the Authorized Improvements specially benefit the District, and the Landowner's Parcel, in an amount at least equal to the Assessment levied on the Landowner's Parcel within the District, as such Assessment is shown on the Assessment Roll;

(iii) each Assessment is final, conclusive and binding upon Landowner and any subsequent owner of the Landowner Parcel, regardless of whether such landowner may be required to prepay a portion of, or the entirety of, such Assessment upon the occurrence of a mandatory prepayment event as provided in the Service and Assessment Plan;

(iv) the obligation to pay the Assessment levied on the Landowner owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Assessment Ordinance;

(v) each Assessment or reassessment, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Landowner Parcel, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is liability of and charge against the owner of the Landowner Parcel regardless of whether such owner is named;

(vi) the Assessment lien on the Landowner Parcel is a lien and covenant that runs with the land and is effective from the date of the Assessment Ordinance and continues until the Assessment is paid and may be enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

(vii) delinquent installments of the Assessment shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) the owner of the Landowner Parcel may pay at any time the entire Assessment, with interest that has accrued on the Assessment, on any parcel in the Landowner Parcel;

(ix) the Annual Installments of the Assessments (as defined in the Service and Assessment Plan and Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the Annual Installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

(x) Landowner has received, or hereby waives, all notices required to be provided to it under Texas law, including the PID Act, prior to the Effective Date (defined herein).

C. Mandatory Prepayment of Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated.

D. Notice of Assessments. Landowner further agrees as follows:

(i) the Declaration of Covenants, Conditions and Restrictions in the form attached hereto as **Exhibit II** shall be terms, conditions and provisions running with the Landowner Parcel and shall be recorded (the contents of which shall be consistent with the Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Johnson County, as a lien and encumbrance against such Landowner Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner Parcel owned by Landowner;

(ii) in the event of any subdivision, sale, transfer or other conveyance by the Landowner of the right, title or interest of the Landowner in the Landowner's Parcel or any part thereof, the Landowner's Parcel, or any such part thereof, shall continue to be bound by all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions and any purchaser, transferee or other subsequent owner shall take such Landowner Parcel subject to all of the terms, conditions and provisions of such Declaration of Covenants, Conditions and Restrictions; and

(iii) Landowner shall comply with, and shall contractually obligate (and promptly provide written evidence of such contractual provisions to the City) any party who purchases the Landowner Parcel, or any portion thereof, for the purpose of constructing residential properties that are eligible for "homestead" designations under State law, to comply with, the Homebuyer Education Program described on **Exhibit III** to this Agreement. Such compliance obligation shall terminate as to each Lot if, and when, (i) a final certificate of occupancy for a residential unit on such Lot is issued by the City, and (ii) there is a sale of a Lot to an individual homebuyer, it being the intent of the undersigned that the Homebuyer Education Program shall apply only to a commercial builder who is in the business of constructing and/or selling residences to individual home buyers (a "Builder") but not to subsequent sales of such residence and Lot by an individual home buyer after the initial sale by a Builder.

Notwithstanding the provisions of this Section, upon the Landowner's request and the City's consent, in the City's sole and absolute discretion, the Declaration of Covenants, Conditions and Restrictions may be included with other written restrictions running with the land on property within the District, provided they contain all the material provisions and provide the same material notice to prospective property owners as does the document attached as **Exhibit II.**

II.
OWNERSHIP AND CONSTRUCTION OF AUTHORIZED IMPROVEMENTS

A. Ownership and Transfer of Authorized Improvements. Landowner acknowledges that the portion of the Authorized Improvements benefitting the Landowner Parcel and the land (or easements, as applicable) needed therefor shall be owned by the City as constructed and/or conveyed to the City and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District.

B. Grant of Easement and License, Construction of Authorized Improvements.

(i) Any subsequent owner of the Landowner Parcel shall, upon the request of the City or Landowner, grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Authorized Improvements on the Landowner Parcel within the District, to stage on the Landowner Parcel within the District construction trailers, building materials and equipment to be used in connection with such construction of the Authorized Improvements and for passage and use over and across parts of the property within the District as shall be reasonably necessary during the construction of the Authorized Improvements. Any subsequent owner of the Landowner Parcel may require that each contractor constructing the Authorized Improvements cause such owner of the Landowner Parcel to be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Authorized Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Johnson County, Texas.

(ii) Landowner hereby agrees that any right or condition imposed by the Development Agreement, or other agreement, with respect to the Assessment has been satisfied, and that Landowner shall not have any rights or remedies against the City under the Development Agreement, or under any law or principles of equity concerning the Assessments, with respect to the formation of the District, approval of the Service and Assessment Plan and the City's levy and collection of the Assessments.

III.
COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.
Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner, constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Parcel is otherwise bound.

(iv) Landowner is, subject to all matters of record in the Johnson County, Texas Real Property Records, the sole owner of the Landowner's Parcel.

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the property within the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

(vi) Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

B. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

C. Notices.

Any notice or other communication to be given to the City or Landowner under this Agreement shall be given by delivering the same in writing to:

To the City:

Attn: Paul DeBuff
City Manager
City of Alvarado
104 West College
Alvarado, Texas 76009

With a copy to:

Attn: Ashley D. Dierker
City Attorney
Taylor, Olson, Adkins, Sralla & Elam, LLP
6000 Western Place, Ste. 200
Fort Worth, Texas 76017

To the Landowner:

Attn: ______________________
____
____
________________, Texas ______

With a copy to: Attn: ________________

____

____

____

Any notice sent under this Agreement (except as otherwise expressly required) shall be written and mailed, or sent by electronic or facsimile transmission confirmed by mailing written confirmation at substantially the same time as such electronic or facsimile transmission, or personally delivered to an officer of the recipient as the address set forth herein.

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and the Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner Parcel. However, the parties expressly agree and acknowledge that the City, the Landowner, each current owner of any parcel which constitutes the Landowner Parcel, and the holders of or trustee for any bonds secured by Assessment Revenues to finance the costs of the Authorized Improvements, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Johnson County, Texas.

E. Amendments.

This Agreement may be amended only by written instrument executed by the City and the Landowner. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the property within the District and recorded in the Real Property Records of Johnson County, Texas.

F. Effective Date.

This Agreement shall become and be effective (the "Effective Date") upon the date of final execution by the latter of the City and the Landowner and shall be valid and enforceable on said date and thereafter.

G. Estoppels.

Within 10 days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner Parcel, and whether any party is then in default hereunder.

H. Termination.

This Agreement shall terminate and be of no further force and effect as to the Landowner Parcel upon payment in full of the Assessment(s) against such Landowner Parcel.

[Signature pages to follow]

EXECUTED by the City and Landowner on the Effective Date.

Date: ___________________

CITY OF ALVARADO, TEXAS

By: ________________________________

___________, Mayor

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the __ day of _______, 2021 by _________________, Mayor of the City of Alvarado, Texas on behalf of said City.

____

Notary Public, State of Texas

(SEAL)

____

Name printed or typed

Commission Expires:__________________

[Signature Page Landowner Agreement]

LANDOWNER

____

a Texas ________________,

By: ______________________

______________________,

its manager

STATE OF TEXAS)

)

COUNTY OF _________)

This instrument was acknowledged before me on the __ day of ___________, 2021, by ____________________ in his capacity as Manager of __________________________, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of ___________________________.

____

Notary Public, State of Texas

My Commission Expires:

____

[Signature Page Landowner Agreement]

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of ____________________ by ____________________________________ a Texas ____________ (the "Landowner").

RECITALS:

A. The Landowner holds record title to that portion of the real property located in Johnson County, Texas, which is described in the attached **Exhibit I** (the "Landowner's Parcel").

B. The City Council of the City of Alvarado, Texas (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the Lone Oak Public Improvement District (the "District") by the then record owners taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Johnson County) in the area requested to be included in the District and the record owners of taxable real property that constitute more than fifty percent (50 %) of all of the area of all taxable real property that are liable for assessment within the area requested to be included in the District, created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").

C. The City Council has adopted an assessment ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (the "Assessments") on property in the District.

D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into this Declaration.

DECLARATIONS:

NOW, THEREFORE, the Landowner hereby declares that the Landowner's Parcel is and shall be subject to, and hereby imposes on the Landowner's Parcel, the following covenants, conditions and restrictions:

1. **Acceptance and Approval of Assessments and Lien on Property:**
   (a) Landowner accepts each Assessment levied on the Landowner's Parcel owned by such Landowner.
   (b) The Assessment (including any reassessment, the expense of collection, and reasonable attorney's fees, if incurred) is (a) a first and prior lien (the "Assessment

Lien") against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within the District will not extinguish the Assessment or any unpaid but not yet due Annual Installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due Annual Installments of the Assessment.

It is the clear intention of all parties to this Declaration, that the Assessments, including any Annual Installments of the Assessments (as such Annual Installments may be adjusted, decreased or extended), are covenants that run with the Landowner's Parcel and specifically binds the Landowner, its successors and assigns.

In the event of delinquency in the payment of any Annual Installment of the Assessment, the City is empowered to order institution of an action in district court to foreclose the related Assessment Lien, to enforce liability against the owner of the real property for the Assessment, or both. In such action the real property subject to the delinquent Assessment may be sold at judicial foreclosure sale for the amount of such delinquent property taxes and Assessment, plus penalties, interest and costs of collection.

2. **Landowner or any subsequent owner of the Landowner's Parcel waives:**
   (a) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District and levying and collecting the Assessments or the annual installments of the Assessments;
   (b) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the levy of Assessments by the City Council concerning the Assessments;
   (c) any and all defects, irregularities, illegalities or deficiencies in, or in the adoption of, the Assessment Ordinance by the City Council;
   (d) any and all actions and defenses against the adoption or amendment of the Service and Assessment Plan, the City's finding of a 'special benefit' pursuant to the PID Act and the Service and Assessment Plan, and the levy of the Assessments; and
   (e) any right to object to the legality of any of the Assessments or the Service and Assessment Plan or to any of the previous proceedings connected therewith which occurred prior to, or upon, the City Council's levy of the Assessments.

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and

the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Johnson County, Texas.

4. **Third Party Beneficiary:** The City is a third party beneficiary to this Declaration and may enforce the terms hereof.

5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014
NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]
As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Alvarado, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.
The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Alvarado, 104 W. College St, Alvarado, Texas 76009.
Your failure to pay the assessment or the annual installments could result in a lien and in the foreclosure of your property.

Signature of Purchaser(s) ____________________________ Date: ____________________

The seller shall deliver this notice to the purchaser before the effective date of an executory contract binding the purchaser to purchase the property. The notice may be given separately, as part of the contract during negotiations, or as part of any other notice the seller delivers to the purchaser. If the notice is included as part of the executory contract or another notice, the title of the notice prescribed by this section, the references to the street address and date in the notice, and the purchaser's signature on the notice may be omitted.

EXECUTED by the undersigned on the date set forth below to be effective as of the date first above written.

LANDOWNER

____
a Texas ________________,

By: ______________________
______________________,
its manager

STATE OF TEXAS)
)
COUNTY OF _________)

This instrument was acknowledged before me on the __ day of ___________, 2021, by ________________ in his capacity as Manager of _________________________, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Manager of ____________________________.

____
Notary Public, State of Texas

My Commission Expires:

____

LANDOWNER AGREEMENT - EXHIBIT III

HOMEBUYER EDUCATION PROGRAM

As used in this **Exhibit III**, the recorded Notice of the Authorization and Establishment of the Lone Oak Public Improvement District and the Declaration of Covenants, Conditions and Restrictions in **Exhibit II** of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Assessment Roll for such Landowner Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Landowner Parcel) as an addendum to any residential homebuyer's contract.

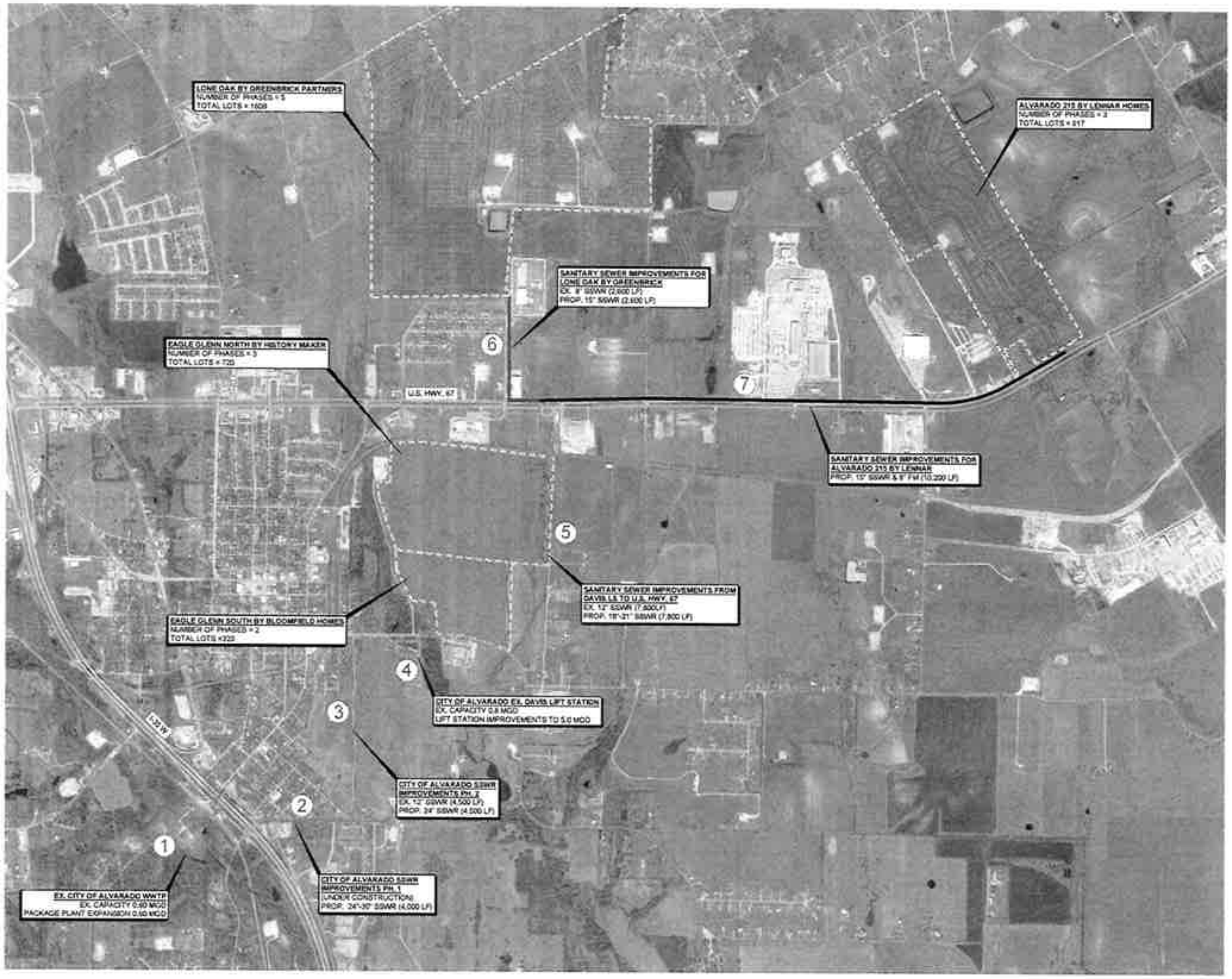
2. Any Landowner who is a Builder shall provide evidence of compliance with Paragraph 1 above, signed by such residential homebuyer, to the City.

3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.

4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.

5. Any Landowner who is a Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.

EXHIBIT H
Offsite Infrastructure



N

GRAPHIC SCALE 1"=1000'
500 0 1000 1500

LEGEND

- CITY OF ALVARADO SSWR
- GREENBRICK SSWR
- LENNAR SSWR
- SHARED USE SSWR
- (X) PROJECT ID

BENCHMARKS

NO.	REVISIONS DURING CONSTRUCTION	BY	DATE	NO.	SUBMITTALS	DATE

DESIGNED BY:
DRAWN BY:
CHECKED BY:

JBI PARTNERS
2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

SANITARY SEWER
MASTER INFRASTRUCTURE
STONEGATE
City of Alvarado, Johnson County, TX

PROJECT NO. BBC010
SHEET NO. SS-1

Plotted by: crest Plot Date: 10/12/2021 3:15 PM

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
JOHNSON COUNTY §
CITY OF ALVARADO §

We, the undersigned officers of the City of Alvarado (the "City"), hereby certify as follows:

1. The City Council of the City convened in regular meeting on October 18, 2021, at the designated meeting place, and the roll was called of the duly constituted officers and members of the City Council, to-wit:

Jacob Wheat, Mayor
Lydia Moon, Mayor Pro Tem
Michael Bennett, Councilmember
Beverly Short, Councilmember
Cherry Bryant, Councilmember
Tracy Melson, Councilmember
Kevin Thomas, Councilmember

and all of the persons were present except ________________________, thus constituting a quorum. Whereupon, among other business, the following was transacted at the Meeting: a written resolution entitled

A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried by the following vote:

AYES: __ NOES: __ ABSTAIN: __

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the Resolution has been duly recorded in the City Council's minutes of the Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the City Council's minutes of the Meeting pertaining to the adoption of the Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting, and each of the officers and members consented, in advance, to the holding of the Meeting for such purpose, and that the Meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of the City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of the City have duly signed the Resolution; and that the Mayor and the City Secretary of the City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

SIGNED AND SEALED ON OCTOBER 18, 2021.

Mayor
City of Alvarado, Texas

City Secretary
City of Alvarado, Texas

(CITY SEAL)

RESOLUTION NO. 2021-[__________]

A RESOLUTION REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND ORDERING PUBLIC IMPROVEMENTS TO BE MADE FOR THE BENEFIT OF SUCH DISTRICT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER MATTERS RELATING TO THE SUBJECT.

WHEREAS, the City of Alvarado, Texas (the "City") is authorized by Chapter 372, Texas Local Government Code, as amended (the "Act") to create a public improvement district and to levy special assessments against property within the district to pay the costs of public improvement projects that confer a special benefit on property within the district; and

WHEREAS, on July 19, 2021, there was submitted to and filed with the City Secretary of the City pursuant to the Act that certain "Petition for Creation of a Public Improvement District Within the Extraterritorial Jurisdiction of the City of Alvarado, Texas for the Lone Oak Public Improvement District" (the "Petition") requesting the establishment of a public improvement district with the boundaries as described in the Petition and Exhibit B attached hereto and to be known as the "Lone Oak Public Improvement District" (the "District"); and

WHEREAS, the City Council of the City (the "City Council") received the Petition and determined that it satisfied the requirements of the Act; and

WHEREAS, after providing the notices required by the Act and by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended (the "Open Meetings Act"), the City Council convened the public hearing to determine the advisability of creating and establishing the District and undertaking the public improvement projects described in the Petition; and

WHEREAS, such public meeting was convened on August 16, 2021 and all owners of property located within the District and all other interested persons were given the opportunity at such public hearings to speak for or against the creation of the District and the proposed public improvements; and

WHEREAS, the District will contain approximately 352.471 acres to be developed with single family residential, open space and ponds, sidewalks, hike and bike trails, and amenity spaces as further described in the Petition; and

WHEREAS, the City Council has made findings based on the information contained in the petition presented to the City Council and the comments received at the public hearing. Now, therefore,

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

Section 1. The City Council hereby approves the statements contained in the preamble of this Resolution and finds that all statements are true and correct and incorporate the same in the body of this Resolution.

Section 2. The City Council, after considering the Petition and the evidence and testimony presented at the public hearing, hereby finds and determines that:

(a) the Petition was filed with the City Secretary and was signed by owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current appraisal roll of the appraisal district in which the property is located, and by the record owners of real property liable for assessment under the proposal who own taxable real property that constitutes more than 50 percent of the area of all real property that is liable for assessment under the proposal;

(b) the proposed public improvements described in the Petition are of the nature of the public improvements described in Section 372.003 of the Act and are advisable and desirable improvements for the District;

(c) the proposed public improvements will promote the interests of the City and are of the nature that will confer a special benefit on all property within the District by enhancing the value of such property located within the District;

(d) the nature of the proposed improvements and estimated costs thereof are set forth and described in Exhibit A attached hereto and made a part hereof for all purposes;

(e) the boundaries of the District include all of the property that is set forth and described in Exhibit B attached hereto and made a part hereof for all purposes;

(f) the assessment of costs of the proposed public improvements will be levied on each parcel of property within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted;

(g) the costs of the proposed public improvements shall be paid by assessment of the property within the District. The City will pay none of the costs of the proposed public improvements. Any remaining costs of the proposed public improvements will be paid from sources other than assessment of the property within the District, as further described in Exhibit A;

(h) the management of the District will be by the City with the assistance of a third-party administrator hired by the City and paid as part of the annual administrative cost of the District; and

(i) the District shall be managed without the creation of an advisory body.

Section 3. Based on the foregoing, the Lone Oak Public Improvement District is hereby created and the public improvements described in Exhibit A are authorized to be made in accordance with the service and assessment plan to be approved by the City Council.

Section 4. After adoption of this resolution, the City Secretary is authorized and directed to cause a copy of this resolution to be published in a newspaper of general circulation within the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the proposed public improvements are to be undertaken.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this resolution or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this resolution; and the City Council hereby declares it would have passed such remaining portions of the resolution despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. The authorization of the District pursuant to this resolution shall take effect upon publication of this resolution as provided above.

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EXHIBIT A

Proposed Improvements and Estimated Costs

The improvements consist of: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District and (ix) payment of costs associated with developing and financing the public improvements listed above, as well as the costs of issuance, reserve funds, capitalized interest or credit enhancement of bonds issued for the purposes described above (the "Authorized Improvements").

The estimated total costs of the Authorized Improvements for the District are $42,000,000. The estimated costs of the Authorized Improvements to be assessed against the property in the District are $42,000,000, which includes the costs of establishing, administering and operating the District to be assessed against the property in the District. The City will pay none of the costs of the proposed improvements. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

EXHIBIT B

METES AND BOUNDS DESCRIPTION OF PID BOUNDARY

BEING a 352.471 acre tract of land situated in the **JAMES B. CONGER SURVEY, ABSTRACT NO. 150, GEORGE S. McINTOSH SURVEY, ABSTRACT NO. 625, JAMES NICHOLSON SURVEY, ABSTRACT NO. 1079,** in the City of Alvarado, Johnson County, Texas, being a part of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and Lot 3, Block 1, SR20 Addition, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 10, Page 742, Plat Records, Johnson County, Texas, said point being in the west right-of-way line of County Road 607;

THENCE N 89°12'10" W, along the common line of said Robinson tract, and said Lot 3, Block 1, a distance of 2585.01 feet to a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 3, Block 1;

THENCE S 05°36'42" W, along the common line of said Robinson tract, and said Lot 3, Block 1, passing the common corner of said Lot 3, Block 1, and Lot 2, Block 1, of said SR20 Addition, and continuing a total distance of 1565.44 feet to a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE S 89°51'19" E, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 76.81 feet to a 1/2 inch iron rod found for the common corner of said Robinson tract, and said Lot 2, Block 1;

THENCE S 00°06'33" W, along the common line of said Robinson tract, and said Lot 2, Block 1, a distance of 90.02 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, said Lot 2, Block 1, and a tract of land described in a deed to Dixie Partners 8, LLC, recorded in Document Number 2018-04925, Deed Records, Johnson County, Texas;

THENCE S 88°54'58" W, along the common line of said Robinson tract, and said Dixie Partners 8, LLC tract, passing a 1/2 inch iron rod found at a distance of 4.08 feet, and continuing a total distance of 2602.59 feet to a 1/2 inch iron rod with plastic cap stamped "BLUESTAR SURVEYING" set for the common corner of said Robinson tract, and said Dixie Partners 8, LLC tract, said point being in the east line of a tract of land described in a deed to Alvarado ISD, recorded in Volume 2691, Page 258, Deed Records, Johnson County, Texas;

THENCE N 00°37'20" W, along the common line of said Robinson tract, and said Alvarado ISD tract, a distance of 1672.90 feet to a 2 inch iron pipe found for the common corner of said Robinson tract, Alvarado ISD tract, and a tract of land described in a deed to Robert Lee Franklin, recorded in Volume 1085, Page 578, Deed Records, Tarrant County, Texas;

THENCE N 00°19'20" E, along the common line of said Robinson tract, and said Franklin tract, a distance of 955.48 feet to point for corner;

THENCE S 89°38'40" E, 223.25 feet to a point for corner;

THENCE Northeasterly, 1,997.66 feet along a curve to the right having a central angle of 43°22'08", a radius of 2,639.15 feet, a tangent of 1,049.42 feet and whose chord bears N 42°42'11" E, 1,950.31 feet to a point for corner;

THENCE S 29°22'14" E, 427.15 feet to a point for corner;

THENCE N 60°23'20" E, 1,267.08 feet to a point for corner;

THENCE Southeasterly, 1,188.71 feet along a curve to the right having a central angle of 25°48'24", a radius of 2,639.15 feet, a tangent of 604.61 feet and whose chord bears S 73°23'53" E, 1,178.68 feet to a point for corner;

THENCE Northeasterly, 481.79 feet along a curve to the right having a central angle of 10°33'00", a radius of 2,616.53 feet, a tangent of 1241.58 feet and whose chord bears N 64°13'36" E, 481.11 feet to a point for corner;

THENCE S 04°30'31" W, 740.93 feet to a point for corner;

THENCE S 88°42'17" E, along the common line of said Robinson tract, and said Alegria tract, a distance of 904.65 feet to a 5/8 inch iron rod found for the common corner of said Robinson tract, and said Alegria tract;

THENCE S 00°19'40" E, along the common line of said Robinson tract, and said Alegria tract, passing a 5/8 inch iron rod found for an interior corner of said Alegria tract, said point being in the right-of-way line of said County Road 607, at a distance of 26.31 feet, and continuing along the east line of said Robinson tract, and along the west right-of-way line of said County Road 607, a total distance of 1765.89 feet to the POINT OF BEGINNING and containing 15,353,640 square feet or 352.471 acres of land more or less.

LEASE AGREEMENT

STATE OF TEXAS §
COUNTY OF JOHNSON §

This Lease Agreement ("Agreement") is hereby made and entered into effective this ___ day of October, 2021, by and between the **City of Alvarado, Texas** ("Lessor"), a Texas municipality, and ____________________ ("Lessee") a Texas corporation. For convenience, Lessor and Lessee shall sometimes be referred to herein individually as a "party" and collectively as "parties."

RECITALS

WHEREAS, Lessor owns an approximate _____ square foot office building on the property located at 107 E. College in the City of Alvarado, Texas; and

WHEREAS, Lessor desires to lease the office building owned by Lessor to Lessee for the purpose of operation of its corporate offices in the City; and

WHEREAS, Lessee desires to lease such property from Lessor in accordance with the terms and conditions expressed in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants of the parties as expressed in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Property subject to Lease. Subject to the provisions hereof, Lessor hereby leases unto Lessee and Lessee hereby leases from Lessor for the term the following real property, including any improvements located thereon:

> The office building (approximately ____ square feet), known as _______, located at 107 E. College, Alvarado, Texas _____, which property is more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein for all purposes (hereinafter referred to as "the Property").

Lessee stipulates that it has examined the Property as well as all buildings and improvements located on the Property, and they are all, at the date of this lease, in good order and repair and in a safe and clean condition, and Lessee accepts the Property "as is" as suitable for Lessee's intended use.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

2. Term. The initial term of this Lease is for a period of one (1) year, beginning on ____________, 2021 (hereinafter, the "Initial Term"). Upon expiration of the Initial Term, Lessee shall have the option to extend the Lease for an additional period of six (6) months at the then prevailing market rent for the Property. This option to extend may be exercised by Lessee by written notice to Lessor no later than one hundred eighty (180) days prior to the expiration of the Initial Term, unless otherwise agreed to by the Parties. Lessee shall have and is hereby granted the right to terminate this Lease at any time, with or without cause, upon ninety (90) days' advance written notice to Lessor and payment, at time of notice, of a termination fee equal to two (2) months' Rent. Lessee shall be responsible for payment of monthly Rent through the noticed date of termination.

3. During the Initial Term of this Lease, Lessee shall pay Lessor rent in the amount of $_______ per month with each payment due to Lessor on or before the first day of the month. Rent shall be considered late if it is not received by Lessor on or before the fifth day of each month and Lessee shall pay a late charge of ten percent (10%), or the maximum permitted by applicable law, whichever is less, of any rent not received by Lessor by the fifth day of each month. If the term of this Lease does not commence on the first of the month, rent shall be prorated to reflect an amount due for the remainder of the first month. Lessee may prepay rent without penalty.

4. Lessee agrees to pay to Lessor a security deposit in the amount of $_______ which shall be paid on or before the commencement of this lease. The parties agree that Lessor shall continue to hold Lessee's existing security deposit from the previous lease of the Property which shall satisfy the security deposit requirement. If Lessee defaults, Lessor may use the security deposit to pay arrears of rent, to repair any damage to the leased premises, or to pay any expense or liability incurred by Lessor as a result of the default. Lessor agrees to return the security deposit to Lessee within forty five (45) days following the end of the term, after subtracting from the security deposit any amount applied to cure any breach of the lease by Lessee, provided that Lessee has given Lessor written notice of Lessee's new address.

5. Lessee covenants and agrees that it may use the Property solely for the purposes expressed above. No hazardous materials may be stored, used, handled, or disposed of on the Property. The term "Hazardous Materials" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, the Water Pollution Contract Act, as amended, the Solid Waste Disposal Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted. As long as Lessee is not in default of this Agreement, Lessee shall have exclusive right to occupy the Property and to use the Property solely for such purposes, subject to Lessor's rights as provided herein. Lessee agrees not to permit any waste of the Property, or to use the Property in any way that is hazardous or which would void insurance of the Property.

6. Lessee further covenants and agrees that Lessee shall not make any alterations or modifications to the Property, or construct any additional improvements on the Property, without Lessor's prior written approval. **Lessee shall indemnify Lessor against any and all mechanics and materialmen's liens or any other type of claims or liens imposed upon the Property arising as a result of any such approved alteration or modification.**

7. During the term of this Lease, Lessor shall maintain in good order and repair at Lessor's expense the major structural components of the building on the Property, including the roof, walls, foundation, plumbing, electrical and air conditioning/heating equipment. Lessee shall submit in writing to Lessor any request for repairs, replacement, and maintenance that are the obligations of Lessor. Lessee shall, at Lessee's sole cost and expense, maintain Lessee's leased space in the Property in such a manner so as to comply with all applicable federal, state, county and city laws, codes, ordinances, and other regulations. Specifically, but not by way of limitation, Lessee's maintenance shall include:

(a) Lessee picking up and properly disposing of litter on the Property;

(b) Lessee shall be responsible for all routine maintenance of their portion of the building (Lights bulbs replacement, General cleaning, etc). Lessor will be responsible for changing of all HVAC filters;

(c) Lessee immediately reporting any vandalism on the Property to the City's Police Department, and the City Manager;

(d) Lessee shall keep the Property free from all defects and hazardous conditions.

Lessor has the right to enter and inspect the Property at any time. If the inspection reveals that maintenance is not being properly carried out, Lessor may provide written notice to Lessee demanding compliance. If Lessee has not complied within thirty (30) days after receipt of the notice, Lessor may undertake the work and Lessee shall pay Lessor's costs within thirty (30) days of receipt of such invoice. Failure to pay such costs shall be grounds for termination of this Lease. Alternatively, Lessor may elect to terminate this Lease after thirty (30) days written notice to Lessee. Notwithstanding the foregoing, Lessor shall make commercially reasonable efforts to notify Lessee in advance of any entrance to the Property, and shall schedule such entrance during Lessee's normal business hours and in such a manner as to minimize interruptions to Lessee's business.

8. Lessor shall pay the following utility charges at the Property: water, sewer, electric, and natural gas utilities. Lessor further agrees to be responsible for the landscaping and irrigation on the Property.

9. Title to all permanent improvements and fixtures on the Property shall immediately and automatically vest in Lessor. All other improvements of a non-permanent nature, such as trade fixtures, machinery and furnishings made or installed by Lessee, may be removed from the Property at any time by Lessee except as otherwise provided in this Agreement.

10. Lessee shall, at Lessee's sole cost and expense, maintain the Property in a presentable condition consistent with good business practice and in a safe, neat, sightly and good physical condition. Lessee shall, at Lessee's sole cost and expense, repair all damages to the Property caused by its employees, patrons, or its operation thereon.

11. Lessee shall pay and discharge all taxes, assessments, or other charges assessed against Lessee's personal property and business at the Property. Lessor shall pay and discharge all real estate taxes, assessments, or other charges assessed against the Property.

12. Lessee will be allowed to place signage on the Property in compliance with the City sign code at Lessee's sole cost and expense.

13. Lessee covenants and agrees that Lessee's use of the Property shall comply with all laws, federal, state, county and city laws, codes, ordinances and regulations, as currently exist or may hereafter be amended or adopted. It is understood and agreed that if Lessor gives notice to Lessee of any such violation on the part of Lessee or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, Lessee shall immediately cease and desist from such violation, and take all necessary steps to ensure that such violation is corrected and that such violation does not reoccur.

14. Indemnity for Loss of Property. Lessor shall in no way be responsible for any property belonging to Lessee, its officers, agents, employees, contractors, subcontractors, licensees, or invitees which may be stolen, destroyed or in any way damaged, and **Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants and employees from and against any and all such claims, regardless whether any such claim or suit for damages or injury is attributable, in whole or in part, to Lessor's negligence.**

15. Indemnity for Damages or Injury. **Lessee covenants and agrees to indemnify, hold harmless and defend at its expense, Lessor and its officers, agents, servants or employees, from and against any and all claims or suits for damages or injury, including death, to any and all persons or property of whatsoever kind or character, arising out of or incident to the leasing of or the use, occupancy, or maintenance of the Property by Lessee and its officers, agents, servants, employees, patrons, contractors, subcontractors, licensees or invitees. Lessee does hereby assume all liability and responsibility for such claims or suits; and Lessee hereby indemnifies and holds harmless the Lessor for any and all damage or destruction to Lessor's Property arising out of the acts or omissions of Lessee and its officers, agents, servants and employees.**

16. Lessee covenants and agrees that during the Initial Term, and any renewal or extension of this Lease, Lessee will furnish to Lessor, at Lessee's sole cost and expense, a certificate of insurance as proof that is has secured and paid for a policy of comprehensive general liability insurance in the sum of One Million and 00/100 Dollars ($1,000,000.00) per occurrence for damages resulting from personal injury or death, and One Million and 00/100 Dollars ($1,000,000.00) per occurrence for property damage, with One Million and 00/100 Dollars ($1,000,000.00) umbrella/excess coverage for all of the foregoing. Lessee shall also be responsible

for contents insurance, if any, on Lessee's belongings (which insurance need not conform to the provisions of Section 17 below).

17. Lessor shall be named as an additional insured under the above-described policies, and each such policy shall contain shall contain endorsements waiving subrogation rights against Lessor and providing that such policies may not be cancelled unless Lessor is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to Lessor. Lessee shall provide evidence satisfactory to Lessor that such coverage has been procured and is being maintained at all times during the Primary Term and during any renewal or extension of this Agreement. Lessor shall procure and keep in effect, at Lessor's expense, all risk, fire and extended coverage property insurance (including vandalism and malicious mischief) on the building and the Property. This only covers City of Alvarado owned property.

18. This Agreement shall be subject to termination by Lessor, at Lessor's sole discretion, in the event any of the following conditions occur:

(a) Lessee is in arrears in the payment of the whole or any part of the rental amount for a period of 15 days after the time such payment becomes due;

(b) There has been any voluntary or involuntary assignment of any of Lessee's assets for the benefit of creditors;

(c) Lessee has been the subject of any voluntary or involuntary filing of a petition in bankruptcy;

(d) Vacancy or abandonment by Lessee of any substantial portion of the Property or cessation of the use of the Property for the purpose leased, and the continuance of that vacancy, abandonment or cessation for a period of thirty (30) days after Lessor delivers a written notice to Lessee; or

(e) Lessee has defaulted in the performance of any of the covenants and conditions required in this Agreement.

If Lessee fails to cure, after thirty (30) days written notice from Lessor, any of the conditions listed in (a) through (e) above, Lessor may reenter and take immediate possession of the Property and remove Lessee's effects without being deemed guilty of any nature of trespass.

Lessor's remedies for Lessee's default are to:

(a) Enter and take possession of the lease premises, after which Lessor may re-let the leased premises on behalf of the Lessee and receive the rent directly by reason of the re-letting, and Lessee agrees to reimburse Lessor for any expenditures made in order to re-let; and

(b) Terminate this lease by written notice and sue for damages.

19. The failure of Lessor to declare this Agreement terminated upon the default of Lessee for any of the reasons permitted herein shall not operate to bar or destroy the right of Lessor to terminate this Agreement by reason of any subsequent default or violation of the terms of this Agreement.

20. Lessee further agrees and covenants that it will, at the end of the term of this Agreement or upon the termination of this Agreement, peaceably deliver up unto Lessor the Property and all appurtenances or improvements thereon in a good state of repair, as aforesaid, and vacant, unencumbered and in good and tenantable condition.

21. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Property, permanent improvements, or other or interest in the property of Lessor and that any such contract or lien attempted to be created shall be void. Should any purported lien be created or filed, Lessee, at its sole cost and expense, shall liquidate and discharge same within fifteen (15) days after the filing thereof; and should Lessee fail to discharge the same, such failure shall constitute a breach of this Agreement.

22. Lessee shall not have the right to sublet or assign all or any part of its rights, privileges or duties under this Agreement without the prior written approval of Lessor and any attempted sublease or assignment without such prior written approval shall be void. Notwithstanding the foregoing, Lessee may assign or sublease all or part of the Property without the prior consent of Lessor to (i) a wholly-owned subsidiary of Lessee, an entity that is under common ownership and control of Lessee including but not limited to Lessee's parent or any of Lessee's or Lessee's parent affiliated companies, (ii) any entity resulting from a merger or consolidation with Lessee, or (iii) any entity that acquires as a going concern all or substantially all of Lessee's assets of the business that is being conducted on the Property.

23. In any action brought by Lessor for the enforcement of the obligations of Lessee, Lessor shall be entitled to recover its actual damages, which shall include, but shall not be limited to, the loss of the value of this Agreement, reasonable attorneys' fee, court costs, pre-judgment and post-judgment interest.

24. Any notice required by this Agreement to be sent to Lessor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

City Manager
[address]
Alvarado, Texas 76426

or such other address as Lessor may designate in writing from time to time.

Any notice required by this Agreement to be sent to Lessee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

[LESSEE]

With a copy to Lessee's Counsel:

or such other address as Lessee may designate in writing from time to time.

25. This Agreement shall be enforceable and construed under the substantive laws of the State of Texas, shall be performed in Johnson County, Texas, and venue for any action brought to interpret or enforce this Agreement shall lie in Johnson County, Texas.

26. This Agreement and any attachments or Exhibits hereto constitute the entire agreement by the parties hereto concerning the Property. Any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void. This Agreement may be amended or changed only by mutual consent of the parties.

27. It is understood that nothing in this Agreement should be construed to result in the formation of a joint venture or partnership between the parties.

28. Lessor may retain, destroy, or dispose of any property left on the leased premises at the end of the term.

29. It is understood and agreed that this lease is a renewal of an existing lease between the parties for the Property, and that any brokers fees, real estate commissions, finder's fee or other similar charge relating to this Agreement are the sole responsibility of Lessee. Lessee agrees to indemnify and hold harmless Lessor from any and all claims for any such brokerage fees or commissions relating to this lease.

30. It is expressly recognized and understood that the parties to this Lease intend to comply with all applicable laws, rules, and regulations, including, but not limited to (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related "safe harbor" regulations; and (ii) the federal "Stark Law" (42 U.S.C. 1395nn) and related regulations. The parties recognize that this Lease is at all times subject to applicable federal, state and local laws and shall be subject to amendments in such laws and enactment of new legislation, rules and regulations. If any law is enacted or becomes effective, any regulation is promulgated or becomes effective, any court or administrative agency decision is rendered, any administrative agency interpretation is issued, or any similar action is taken which, in the opinion of counsel to Lessee, is likely to cause any of this Lease's provisions to be in violation of law, then the parties will use their best efforts, proceeding with dispatch and without unnecessary delay, to reform this Lease or negotiate a new agreement or agreements so as to achieve, as nearly as possible, the original goals of the parties reflected in this Lease.

31. This Lease, including the exhibits and schedules attached hereto, contain the entire agreement as to the matters contained herein between the parties, and supersedes and annuls all other agreements, contracts, promises or representations, whether written or oral between the parties regarding such matters. Lessor has made no representations or warranties with respect to the Property, except as herein expressly set forth. This Lease may not be amended or modified in any manner except by an instrument in writing signed by each of the parties hereto. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one instrument. A facsimile or photocopy of a fully executed version of this Lease shall have the same force and effect as an original. The parties agree that this Lease may be electronically signed, and that electronic signatures appearing on this Lease are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

SIGNATURE

In Witness whereof, the City of Alvarado, Lessor, has caused this Agreement to be executed by its undersigned duly authorized representative on this ________ day of ______________________, 2021.

CITY OF ALVARADO

By: ______________________________
Jacob Wheat
Mayor

ATTEST:

____
Debbie Thomas
City Secretary

SIGNATURE

In Witness whereof, ___________________, Lessee has caused this Agreement to be executed by its undersigned duly authorized representative on this ________ day of ______________________, 2021.

By: ________________________________
Name: ________________________________
Title: ________________________________

ACKNOWLEDGMENT

STATE OF ____________ §
COUNTY OF ________ §

Before me, the undersigned authority in and for County, _______________, on this day personally appeared ____________________________________, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to and has executed the above-referenced document for the purposes and consideration therein expressed, and in the capacity stated therein.

Given under my hand and seal of office, this the ____ day of _______________, 2021.

____
Notary Public in and for the State of ____

____
Notary's Name

Notary Commission Expires: ____

EXHIBITS A AND B
(Property Description/Depiction)

City of Alvarado

Proposal to Provide Finance Interim Support and Training

September 3, 2021

Eddie Peacock, PLLC

Appendix A

Eddie Peacock, PLLC
PO Box 724
Grapevine, Texas 76099-0724
(214) 356-0116

September 3, 2021

Paul DeBuff, City Manager
City of Alvarado
104 W. College St.
Alvarado, Texas 76009

Dear Paul:

Thank you for inviting the firm of Eddie Peacock, PLLC to provide this proposal for professional services to the City of Alvarado. I have created the attached proposed scope of services based on the information you have provided and my understanding of your requirements.

This proposal serves as an engagement letter to clarify the scope of services and the responsibility of Eddie Peacock, PLLC in this effort.

You will note that my services extend only to providing interim staff support and training from financial information provided to me by the City of Alvarado. I do not provide any auditing on these amounts or any assurances or opinions on the financial information. I will rely on the City of Alvarado for the accuracy of information provided.

The attached proposal is submitted for your review.

Sincerely,

Edward B. Peacock

Eddie Peacock, PLLC
Fiscal Consultant

Appendix A

City of Alvarado
Providing Finance Interim Staff Support

Section I – Finance Interim Staff Support and Training

Definition

Providing Finance interim staff support, and training is limited to providing support to City Staff in analyzing and processing accounting information and preparing accounting and other financial reports, reconciliations and adjustments from information that is the representation of management. These reports offer no opinions or any other form of assurance on the fairness of the presentation of financial statements.

Process

I propose to conduct the following steps in the performance of these services:

Provide interim staff support for the City of Alvarado:

1. Obtain general understanding of transactions and records of the City of Alvarado:
   a. Review prior financial statements and other financial data
   b. Correspond with key personnel
2. Prepare accounting and financial reports as requested
3. Communicate with other City Staff on analyzing and completing accounting reconciliations and adjustments.
4. Liaise with the external auditors in order to facilitate completion of the external audit field work in a timely manner; dependent upon the City providing accounting records, files and other required information on a timely basis.
5. Direct supervision of City Staff is not included in the scope of services

Section II – Personnel

Edward B. Peacock will be directly responsible to the City for the timely and responsive performance of the services described herein. In this role, he will be responsible for coordinating all project activities, conducting analysis, and providing advisory services, as well as providing interim staff support.

Edward B. Peacock

Serving in or for the public sector since 1986, Edward has exposure to most financial functions within municipal government. Starting as an Administrative Financial Intern with the City of Grand Prairie, Edward progressed to the Accounting Manager and Chief Accountant levels with the Cities of Keller, DeSoto and Flower Mound. Edward was involved in all areas of municipal finance, including investments, cash management, financial reporting and budget preparation. As an external consultant, Edward provides financial report preparation, interim staff support and impact fee analysis. He also works with clients on fiscal policies and management strategies that affect fiscal stewardship. His work on management consulting entails work related to improving client operational efficiency and effectiveness.

Appendix A

Nichola Y. Peacock

Nichola specializes in bank and general ledger reconciliations, process implementation and analysis. Her services provide an independent control on account reconciliations and credit card processes.
Nichola also has experience in budget preparation, analysis, and publications.

Section III– Timing and Professional Fees

Timing

The City of Alvarado will provide accounting records, files, and other required information on a timely basis to complete the project on schedule.

Eddie Peacock proposes the following schedule:

Provide interim staff support and training.

Time periods: September 2021 to December 2021

On site days to be scheduled at the request of the City Manager and subject to the availability of the Contractor.

Fees

Hourly Billing

The services of Eddie Peacock are to be billed at the rate of $125 per hour plus round-trip mileage at the current IRS rate.

The services of Nichola Peacock are to be billed at the rate of $75 per hour plus round-trip mileage at the current IRS rate.

Clerical services shall bill at the rate of $50 per hour plus round-trip mileage at the current IRS rate.

Eddie Peacock, PLLC shall provide Client with an accurate accounting of time spent on the project, either on site or otherwise.

The City will be invoiced weekly for the hours worked; with payment terms due within ten (10) days of receipt.

Section IV – Conclusions

I am excited about this opportunity to provide professional services to the City of Alvarado. This proposal attempts to match specific skills and tasks to the needs identified. I am willing to modify any element of this scope to better fit the needs of the City.

Appendix A

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made and entered into as of this ____________________, by and between the City of Alvarado, Texas ("Client") and Eddie Peacock, PLLC, with offices at 102 Brookside Drive, Grapevine, Texas 76051.

WHEREAS EDDIE PEACOCK, PLLC is in the business as a consultant to local government regarding financial management support, including fiscal, administrative, and technology matters.

WHEREAS Client desires to engage EDDIE PEACOCK, PLLC for a project relating to the above mentioned and other areas of expertise.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Client and EDDIE PEACOCK, PLLC agree as follows:

1. EDDIE PEACOCK, PLLC's Engagement

   (a) Client hereby engages EDDIE PEACOCK, PLLC and Client agree that this engagement is fully described and will be carried out in accordance with the terms and conditions contained within Appendix "A" (attached), and hereby made a part of this document by reference.

   (b) EDDIE PEACOCK, PLLC shall undertake and accomplish the Engagement with standards acceptable to Client. In carrying out the Engagement, EDDIE PEACOCK, PLLC shall maintain liaison with the City Manager, or such other employee of Client as Client may designate.

2. Scope of Engagement and Fees

   (a) EDDIE PEACOCK, PLLC services will generally fall within those required to provide staff support and training. The productivity of the EDDIE PEACOCK, PLLC personnel will be reliant on Client staff's efficient use of resources and management of priorities and projects. On site days to be scheduled at the request of the City Manager and subject to the availability of EDDIE PEACOCK, PLLC.

   (b) The work may be on site or off-site via remote connection, or in consultation via phone, fax or email. At the conclusion of the term, EDDIE PEACOCK, PLLC will provide options for the City to extend or renew this agreement. The fees will be charged per the following schedule:

   The services of Eddie Peacock are to be billed at the rate of $125 per hour plus round-trip mileage at the current IRS rate.

   (c) Services provided by the firm of Eddie Peacock, PLLC and not performed by Eddie Peacock:

   Nichola Peacock: $75/ hour (6 hours minimum per on-site visit), plus round-trip mileage at the current IRS rate.

Clerical services shall bill at the rate of $50 per hour plus round-trip mileage at the current IRS rate.

Eddie Peacock, PLLC shall provide Client with an accurate accounting of time spent on the project, either on site or otherwise.

3. Independent Contractor Status

EDDIE PEACOCK, PLLC shall be an independent contractor and EDDIE PEACOCK, PLLC acknowledges, and confirms to client, its status as that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including but not limited to taxes or employee benefits. EDDIE PEACOCK, PLLC will be solely responsible for payment of any and all taxes and insurance. EDDIE PEACOCK, PLLC will submit to Client upon request, evidence of compliance with the provisions of this paragraph in a form and manner satisfactory to Client.

4. Power to Act on Behalf of Client

EDDIE PEACOCK, PLLC shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of Client except as EDDIE PEACOCK, PLLC may be expressly authorized in advance in writing from time to time by Client and then only to the extent of such authorization.

5. Payment

Client shall pay to EDDIE PEACOCK, PLLC a fee based upon actual billed hours, unless otherwise specified in this document, based upon the rates identified in Section 2(b) above. EDDIE PEACOCK, PLLC will submit an invoice on a weekly basis. Payment is due no more than 10 days following the date the invoice is submitted by EDDIE PEACOCK, PLLC to Client.

6. Expenses

EDDIE PEACOCK, PLLC will be responsible for all out-of-pocket expenses, except for out of City travel (airfares, hotel, rental car, and meals), which will be reimbursed at actual cost, as provided by receipts and other evidence provided to Client by EDDIE PEACOCK, PLLC. EDDIE PEACOCK, PLLC shall not incur such expenses without the express approval, in advance, of Client.

7. EDDIE PEACOCK, PLLC's Covenants

EDDIE PEACOCK, PLLC covenants to Client as follows:

(a) EDDIE PEACOCK, PLLC will comply at all times with all applicable laws and regulations of any jurisdiction in which EDDIE PEACOCK, PLLC acts;

(b) EDDIE PEACOCK, PLLC will comply with all applicable policies and standards and shall carry out the Project in a manner consistent with the ethical and professional standards of Client;

(c) EDDIE PEACOCK, PLLC will comply at all times with all security provisions in effect from time to time at Client's premises, with respect to access to premises, and all materials belonging to Client;

(d) EDDIE PEACOCK, PLLC shall not use Client's name in any promotional materials or other communications with third parties without Client's prior consent; and

(e) EDDIE PEACOCK, PLLC is legally authorized to engage in business in the United States and will provide Client satisfactory evidence of such authority upon request.

8. Confidentiality

During the course of carrying out the Project, EDDIE PEACOCK, PLLC may have access to Confidential Information that relates to Client's past, present, or future. In connection therewith, the following subsections shall apply:

(a) The Confidential Information may be used by EDDIE PEACOCK, PLLC only to assist EDDIE PEACOCK, PLLC in connection with the Project;

(b) EDDIE PEACOCK, PLLC will protect the confidentiality of the Confidential Information in the same manner that EDDIE PEACOCK, PLLC protects its own confidential information of like kind. Access to the Confidential Information shall be restricted to EDDIE PEACOCK, PLLC and Client's personnel and EDDIE PEACOCK, PLLC shall not disclose Confidential Information to any third party;

(c) The Confidential Information may not be copied or reproduced without Client's prior written consent;

(d) Unless otherwise expressly authorized in writing by Client, all Confidential Information made available to EDDIE PEACOCK, PLLC, including copies thereof, shall be returned to Client upon the first to occur of (i) termination of this Agreement or (ii) request by Client; and

(e) Nothing in this Agreement shall prohibit or limit EDDIE PEACOCK, PLLC's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to EDDIE PEACOCK, PLLC's knowledge, under an obligation to Client not to disclose such information, or (iv) which is or becomes publicly available through no breach by EDDIE PEACOCK, PLLC of this Agreement.

(f) Due to the EDDIE PEACOCK, PLLC's access to Confidential Information, Client reserves the right to request a background report, should Client deem such report to be necessary.

9. Ownership

All materials prepared by EDDIE PEACOCK, PLLC for Client pursuant to this Agreement shall be owned exclusively by Client and EDDIE PEACOCK, PLLC hereby assigns to Client all rights in such materials and copyrights therein

10. Indemnification

To the extent permitted under Texas law, and subject to the last sentence of this Section 10, EDDIE PEACOCK, PLLC and Client shall indemnify and hold each other, their employees and agents, harmless from and against any claims, demands, loss, damage or expense (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of each other, (ii) resulting from any claim that EDDIE PEACOCK, PLLC is not an independent contractor, (iii) incurred by Client based on any claim that any deliverable or other materials delivered under this Agreement or use thereof by Client infringes any copyright, trade secret or other proprietary right of any third party or (iv) resulting from a breach by EDDIE PEACOCK, PLLC of the covenants under Section 7. Nothing in this provision shall require, or be deemed or construed to have required, the Client to assess or collect revenue or to create a sinking fund to satisfy any indemnity obligation in this Agreement.

11. Term

This Agreement shall be effective as of ________, 2021 and shall terminate on December 31, 2021, unless the term hereof is extended pursuant to express written agreement of the parties or unless previously terminated as provided in Section 12 below.

12. Termination

(a) Client may, upon giving fourteen (14) days' written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided EDDIE PEACOCK, PLLC shall not have cured such breach within the fourteen (14) day period.

(b) In the event unsatisfactory results to the inquiry referred to in paragraph (f) of Section 8 are received, Client may terminate this Agreement without notice.

(c) Either party may at any time terminate this Agreement upon giving thirty (30) days' written notice to the other party.

(d) In the event this Agreement is terminated, EDDIE PEACOCK, PLLC shall be entitled to payment of all fees, as provided in Sections 4 and 5 respectively, incurred prior to the effective date of such termination.

(e) Upon termination of this Agreement for any reason, EDDIE PEACOCK, PLLC will cease all activity on the Engagement and shall promptly provide to Client, without cost to Client, all work product and files developed by EDDIE PEACOCK, PLLC under this Agreement and all materials provided to EDDIE PEACOCK, PLLC by Client in connection with this Agreement.

13. Priority of this Agreement

This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof and supersedes any other agreements or understandings. It may be amended only by a writing duly signed by both of the parties hereto.

14. Governing Law

This Agreement is performable in Johnson County, Texas and shall be governed by and construed in accordance with the laws of the State of Texas. Mandatory venue for any dispute involving this agreement shall be in Johnson County, Texas.

15. If and of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Indemnities shall survive termination of this agreement for any cause.

16. Notices required by this agreement shall be made in writing and shall be delivered by:

(a) Person;
(b) Overnight courier with written verification of receipt;
(c) Electronic communication; or
(d) Certified mail, return receipt requested.

17. Neither party will assign all or any part of this Agreement without prior written consent of the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first below written.

City of Alvarado, Texas	**Eddie Peacock, PLLC**
By: ______________________	By: Edward B. Peacock
Date: ______________________	Date: September 3, 2021

FREESE AND NICHOLS

MASTER PROFESSIONAL SERVICES AGREEMENT
TASK AUTHORIZATION

City of Alvarado
104 W. College
Alvarado, Texas 76009

FNI PROJECT NO. TBD
CLIENT CONTRACT REFERENCE TBD
DATE: 10/12/2021

Project Name: TPDES Major Permit Amendment for WWTP Expansion

Description of Services: As detailed in the attached Scope of Services

Deliverables: As detailed in the attached Scope of Services

Schedule: As detailed in the attached Scope of Services

Compensation shall be as follows: A not to exceed amount of Thirty-One Thousand Twenty Dollars

Task Authorization Amount: $37,194.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Master Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

BY: ______________________________

____
Print Name

TITLE: ______________________________

DATE: ______________________________

City of Alvarado

BY: ______________________________

____
Print Name

TITLE: ______________________________

DATE: ______________________________

SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Alvarado is currently planning the expansion of the City's Wastewater Treatment Plant (WWTP). As a result of expansion, the City needs to apply for an increase in the currently permitted discharge flow in their TPDES Permit. The City proposes to request an increase from the existing 0.6 MGD flow to an interim phase of up to 1.2 MGD and a final phase of up to 2.4 MGD.

SCOPE OF SERVICES

Freese and Nichols (FNI) will render the following professional services in connection with the development of the Project TPDES Permit Major Amendment Application.

Task 1. **Compile Existing Information**. FNI will utilize the current TPDES permit application forms provided by the TCEQ. We will review the previously submitted application and utilize as much data and information as possible.

Task 2. **TCEQ Pre-Application Meeting.** FNI will facilitate a pre-application meeting with TCEQ and the CLIENT to discuss the proposed changes to the permit, as well as potential effluent limitation sets or nutrient limits for each proposed phase.

Task 3. **Compile Effluent Analysis Results**. FNI will provide an outline of the required effluent sampling needs to the CLIENT so the CLIENT may obtain laboratory analyses required for the permit application. We will provide to the CLIENT and its designated laboratory, copies of tables to be completed by the laboratory from the current TCEQ application form including but not necessarily limited to analyses of pollutants in the proposed effluent stream, including minimum analytical limits (MAL). We propose that the laboratory complete these tables to reduce the risk of transcription errors.

Task 4. **Prepare Permit Application and Transmittal Letter.** FNI will prepare the draft permit application and provide a digital copy and up to three hard copies for the CLIENT's review. We will finalize the application based on the CLIENT's comments and submit a final original application and three copies to TCEQ on the CLIENT's behalf. We will also provide up to three copies of the final application for the CLIENT's files.

Task 5. **Post Application Follow-up.** If desired by the CLIENT, Freese and Nichols will follow-up with the TCEQ after submitting the application to answer questions and respond to requests for additional information, if any. We will also review the draft permit package and provide a summary of changes between the existing permit and the proposed draft. We will provide these follow-up services based upon rates described in Attachment CO. We estimate that it may take approximately 40 hours of follow-up to address questions raised during the TCEQ permit application processing period.

ADDITIONAL SERVICES

The scope of services for this project is based on the assumption that the application will be processed by the TCEQ as an uncontested, routine TPDES permit application. If the permit becomes contested, additional effort would be necessary. Other items that would be considered additional services would include, but not necessarily be limited to applying for a buffer zone variance and follow-up with TCEQ beyond the services provided in Task 4 above. Freese and Nichols can provide the additional services, if necessary, at CLIENT's request.

TIME OF COMPLETION

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

120 calendar days after notice to proceed:	Submit draft permit application to CLIENT
134 calendar days after notice to proceed:	Receive comments from CLIENT on draft application
140 calendar days after notice to proceed:	Submit final application to TCEQ

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

RESPONSIBILITIES OF CLIENT

Client shall perform the following in a timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.

B. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to the Project.

C. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

D. Collect effluent samples outlined in tables from the TPDES permit application, provided by FNI. Client shall coordinate with chosen laboratory and pay all costs associated with laboratory analysis.

DESIGNATED REPRESENTATIVES

FNI and CLIENT designate the following representatives:

CLIENT's Primary Contact	Name:	Paul DeBuff
	Address:	104 West College Street, Alvarado, TX 76009
	Email:	debuffp@cityofalvarado.org
FNI's Primary Contact	Name:	Katie Leatherwood
	Address:	801 Cherry Street, Suite 2800, Fort Worth, Texas 76102
	Phone:	817-735-7503
	Email:	katie.leatherwood@freese.com
FNI's Accounting Contact	Name:	Erin Westbrook
	Address:	801 Cherry Street, Suite 2800, Fort Worth, Texas 76102
	Phone:	817-735-7395
	Email:	erin.westbrook@freese.com

COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Thirty-Seven Thousand One Hundred Ninety-Four Dollars ($37,194).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

	Hourly Rate	
Position	**Min**	**Max**
Professional 1	80	148
Professional 2	100	157
Professional 3	122	228
Professional 4	152	244
Professional 5	185	350
Professional 6	197	398
Construction Manager 1	89	176
Construction Manager 2	109	190
Construction Manager 3	167	224
Construction Manager 4	205	289
CAD Technician/Designer 1	71	147
CAD Technician/Designer 2	104	158
CAD Technician/Designer 3	133	208
Corporate Project Support 1	52	126
Corporate Project Support 2	73	175
Corporate Project Support 3	105	266
Intern / Coop	42	107

Rates for In-House Services and Equipment

Mileage

Standard IRS Rates

Technology Charge

$8.50 per hour

Bulk Printing and Reproduction

	B&W	Color
Small Format (per copy)	$0.10	$0.25
Large Format (per sq. ft.)		
Bond	$0.25	$0.75
Glossy / Mylar	$0.75	$1.25
Vinyl / Adhesive	$1.50	$2.00
Mounting (per sq. ft.)	$2.00	
Binding (per binding)	$0.25	

Equipment

Valve Crew Vehicle (hour)		$75
Pressure Data Logger (each)		$200
Water Quality Meter (per day)		$100
Microscope (each)		$150
Pressure Recorder (per day)		$100
Ultrasonic Thickness Guage (per day)		$275
Coating Inspection Kit (per day)		$275
Flushing / Cfactor (each)		$500
Backpack Electrofisher (each)		$1,000
	Survey Grade	Standard
Drone (per day)	$200	$100
GPS (per day)	$150	$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multipler of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2021.

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