ALVARADO CITY COUNCIL AGENDA
REGULAR - MAY 18, 2026 - 6:30 PM
CITY COUNCIL CHAMBERS - 104 W COLLEGE AVE.
ALVARADO, TEXAS 76009

CALL TO ORDER

Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Recognition of Scott Arthur for Service to the City of Alvarado City Council.

CITIZEN PARTICIPATION AND PUBLIC INPUT

This is an opportunity for citizens to address the convened City Council of this meeting 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. Any response from a member of the convened 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 a future meeting. Citizens may obtain a form to speak by requesting it from the City Secretary or the City Marshal prior to the start of the meeting.

INTRODUCTION OF NEW EMPLOYEES

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 include:

- 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; and
- 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.

MAYOR'S UPDATE

2. Growth and Development in the City of Alvarado. (Wheat)

CONSENT AGENDA

3. Second Reading of Resolution R2026-0021; A Resolution of the City of Alvarado, Texas, approving an Economic Development Grant for the Pecan Orchard Improvements Project; authorizing the AEDC President to execute all documents related thereto; and providing an effective date. (Cromer)

4. Second Reading of Resolution R2026-0025; A Resolution of the City of Alvarado, Texas, authorizing the Economic Development Corporation's expenditure of funds for a professional services agreement between the City of Alvarado and Innovative Transportation Solutions, Inc. for transportation consulting services; and providing an effective date. (Cromer)
5. Second Reading of Resolution R2026-0026; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to undertake the Downtown Refresh Initiative as an economic development project; finding that the project promotes economic development and quality of life; and providing an effective date. (Cromer)
6. Resolution R2026-0030; A Resolution of the City of Alvarado, Texas, Adopting the Bylaws of the Alvarado Park and Recreation Advisory Board; and providing an effective date. (Tucker)
7. Appointment of members to the Alvarado Parks and Recreation Advisory Board. (Tucker)
8. April 6, 2026, Special Meeting Minutes. (Taylor)
9. April 20, 2026, Regular Meeting Minutes. (Taylor)

NEW BUSINESS

10. Consideration and action related to awarding External Audit Services to Pattillo, Brown & Hill, LLP and subsequent authorization to the City Manager or Chief Financial Officer to sign the engagement letter for services related to the FY26 audit. (Cox)
11. Presentation and discussion regarding properties acquired by the City through tax foreclosure sales and options for sale. (Cox)
12. Public Hearing, Consideration and action on Ordinance 2026-0010 levying assessments for the costs of certain improvements to be provided in the Alvarado 215 Public Improvement District Improvement Area # 1 Project; fixing a charge and lien against all properties within Improvement Area # 1 of the District, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in Improvement Area # 1 of the District; approving a service and assessment plan; providing a severability clause; and providing an effective date (Lennar/Valor approving the SAP) (Suber)
13. Consideration and action related to the approval of an agreement for the construction and funding of authorized improvements and reimbursement of advances between the City of Alvarado, Texas, and Lennar Homes of Texas Land and Construction, Ltd. (Lennar/Valor Reimbursement Agreement) (Suber)
14. Consideration and Action related to Resolution R2026-0028; A Resolution of the City of Alvarado, Texas, Authorizing execution of certain documents in connection with Reinvestment Zone Number Four, City of Alvarado, Texas, including, without limitation, that certain TIRZ No. 4 Reimbursement Agreement; finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law. (Chambers Creek Reimbursement Agreement) (Taylor)
15. Consideration and action related to Ordinance 2026-0011; An Ordinance of the City of Alvarado, Texas, approving a Final Project and Finance Plan for Tax Increment Reinvestment Zone Number Four, City of Alvarado, Texas; making various findings related to such final plan; providing a severability clause; and providing an effective date.(Chambers Creek TIRZ Project and Finance Plan) (Taylor)
16. Public hearing, consideration, and action on Ordinance 2026-0012; An Ordinance of the City Of Alvarado, Texas, Rezoning from Agricultural (A) District to Planned Development (Pd) District for Garden Home (GH) District and Single Family Residential (Sf-2) District uses with deviations and Development Plan Approval on approximately 188.62 acres known as land in the R. Bell Survey, A-44, the J. Bell Survey, A-46, the T. Stephens Survey, A-778, and the A.

Powers Survey, A-686; Rezoning from Agricultural (A)District to Floodplain & Nature (FN) District on approximately 26.1 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimball Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive, in the City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a Severability Clause; Providing for Publication in the Official Newspaper; and Providing an effective date. (Chambers Creek Annexation) (French)

17. Public hearing, consideration and action on Ordinance 2026-0013, An Ordinance of the City of Alvarado, Texas, Rezoning from Agricultural (A) District to Planned Development (Pd) District for Garden Home (GN) District and Single Family Residential (Sf-2) District uses with Deviations and Development Plan approval on approximately 188.62 acres known as land in the R. Bell Survey, A-44, the J. Bell Survey, A-46, the T. Stephens Survey, A-778, and the A. Powers Survey, A-686; Rezoning from Agricultural (A) District to Floodplain & Nature (FN) District on approximately 26.1 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and Rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use(RMU) District on approximately 13.29 acres known as land in the A. Kimball Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive, in The City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a severability clause; Providing for publication in the Official Newspaper; and Providing an effective date. (Chambers Creek Rezone – French)
18. Public hearing, consideration, and action on Ordinance 2026-0014, An Ordinance of the City of Alvarado, Texas, Rezoning from General Commercial (C-2) District to Single-Family Residential (SF-1) District, on Lot 2 and a portion of Lot 3, Block 19 of the New Town Addition, being 0.2388 acres addressed at 1111 Travis Avenue, in the City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a severability clause; Providing for publication in the Official Newspaper; and Providing an effective date. (1111 Travis Rezone) (French)
19. Consideration and action related to Resolution R2026-0029, a Resolution of the City of Alvarado, Texas, authorizing the Award of a Professional Design Services Contract for Park Improvements to Pecan Orchard. (Suber)
20. Consideration and action related to approval of funding for the Parkway Park Ramp and Sidewalk Enhancement Project as allocated in the 2025/2026 Fiscal Year Budget. (Tucker)
21. Consideration and action related to the use of eminent domain to condemn property, and consider Resolution R2026-0031 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law. (Chavarria)
22. Consideration and action related to the use of eminent domain to condemn property, and consider Resolution R2026-0032 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law. (Chavarria)
23. First Reading of Resolution R2026-0033; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to negotiate and execute an Economic Development Agreement with Los Jarritos, Inc (DBA Alvarado Wings and Burgers)

for a restaurant located at 200 US-67, Alvarado, Texas 76009; establishing that this project is a storefront improvement initiative; and providing an effective date. (Cromer)

24. First Reading of Resolution R2026-0034; A Resolution of the City of Alvarado, Texas, approving the revised Alvarado Food Truck Incubator Program; and providing an effective date. (Cromer)
25. Consideration and action regarding the appointment of a committee to review applications and make recommendations for appointments to the City of Alvarado's various Boards and Commissions. (Wheat)

EXECUTIVE SESSION

26. § 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 provisions of Chapter 551, including the following items:

    - Any item on the agenda, and
    - Negotiations and potential eminent domain action for the acquisition of real property for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law.
    - Negotiations and potential eminent domain action for the acquisition of real property for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law.
    - negotiations and potential eminent domain action for the acquisition of real property for construction and maintenance of North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.

27. §551.072. Deliberation Regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

    - Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law.
    - Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law.
    - deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction and maintenance of North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.
    - Project Orange-S-4
    - Project Red-C-9

- Project Redwood
- Project Red-C-1
- Project Align

28. §551.087. Deliberation Regarding Economic Development Negotiations. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

    - Project Millis
    - Project Redwood
    - Purple Orchid
    - Project Inspire
    - Project Cobalt

RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

ADJOURNMENT

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 May 12, 2026, and remained so posted continuously for three (3) business days prior to the date of the meeting.



Bobbie Jo Taylor, TRMC, MMC
City Secretary

If, during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive Session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.074 - personnel matters regarding the appointment,

employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; Section 551.076 - implementation of security personnel or devices; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code.

If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

Pursuant to Texas Government Code Sec. 551.127, on a regular, non-emergency basis, members may attend and participate in the meeting remotely by video conference. Should that occur, a quorum of the members will be physically present at the location noted above on this agenda.

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: taylorb@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.

City Council Management Report
Meeting Date: 5/18/2026
Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:
Second Reading of Resolution R2026-0021; A Resolution of the City of Alvarado, Texas, approving an Economic Development Grant for the Pecan Orchard Improvements Project; authorizing the AEDC President to execute all documents related thereto; and providing an effective date. (Cromer)

BACKGROUND & FINDINGS:
The City of Alvarado has been awarded funding through the Texas Parks and Wildlife Department (TPWD) Non-Urban Outdoor Recreation Grant Program for improvements to the Pecan Orchard site, located at 101 S. Parkway and 310 W. Atchley Street. This grant requires a 50% local match.
To meet this requirement, the City and the Alvarado Economic Development Corporation (AEDC) have partnered on the project, with AEDC contributing up to $250,000 toward eligible improvements. The AEDC Board of Directors has already approved the budget allocation for this project and, at its April 13, 2026 meeting, authorized the project and associated expenditures. The proposed improvements will transform the Pecan Orchard into a functional public park space consistent with TPWD requirements, including infrastructure, pedestrian connectivity, lighting, safety features, and other amenities that support long-term community use and placemaking.
Because AEDC is a Type B economic development corporation, state law requires City Council approval of the project through a resolution adopted in two readings prior to final authorization. This action formally approves the project as an authorized AEDC project in compliance with Texas Local Government Code Chapter 505. This item is being presented tonight for second reading.

FINANCIAL IMPACT:
AEDC has previously budgeted $250,000 for the Pecan Orchard Improvements Project.

Approval of this item authorizes the expenditure of those funds, in an amount not to exceed $250,000, funded through AEDC sales tax revenues.

RECOMMENDATION:
The AEDC board of directors recommends approval of the first reading of the Resolution No. 2026-0021.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Resolution R2026-0021

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, APPROVING AN ECONOMIC DEVELOPMENT GRANT FOR THE PECAN ORCHARD IMPROVEMENTS PROJECT; AUTHORIZING THE AEDC PRESIDENT TO EXECUTE ALL DOCUMENTS RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has been presented with the economic development grant for the Pecan Orchard Improvements Project (the "Project"); and

WHEREAS, the City was awarded a grant through the Texas Parks and Wildlife Department (TPWD) Non-Urban Outdoor Recreation Grant Program for improvements of Pecan Orchard that requires a 50% match in funding from the City; and

WHEREAS, the City and the Alvarado Economic Development Corporation (the "AEDC") have agreed to partner to meet the match requirement, with the AEDC contributing up to $250,000; and

WHEREAS, upon full review and consideration of the Project, and all matters attendant and related thereto, the City Council is of the opinion that the Project should be approved and the AEDC President shall be authorized to execute all documents related thereto on behalf of AEDC; and

WHEREAS, the AEDC, a Type B corporation established under the Texas Development Corporation Act, has as its purpose the development of recreational or community facilities, including public parks, within the City of Alvarado; and

WHEREAS, the AEDC Board of Directors, at its regular meeting on April 13, 2026, approved a grant for the Project, finding that the project will create a functional public park space consistent with TPWD grant requirements; and

WHEREAS, the incentive will be funded through the AEDC's portion of sales tax revenue dedicated to economic development purposes; and

WHEREAS, pursuant to Texas Local Government Code Chapter 505, a Resolution of the City Council authorizing the AEDC to proceed with the Project must be read twice in open session prior to final approval.

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

SECTION 1

All the above premises are true and correct of the City Council, and they are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2.

The grant for the Project, not to exceed $250,000, is found to be in the best interest of the City of Alvarado and its citizens, and is hereby approved.

SECTION 3.

The President of the AEDC is hereby authorized to execute all documents related to the Project on behalf of the AEDC.

SECTION 4.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON FIRST READING THIS THE _____ DAY OF _____, 2026.

PASSED AND APPROVED ON SECOND READING THIS THE _____ DAY OF _____, 2026.

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

City Council Management Report
Meeting Date: 5/18/2026
Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:
Second Reading of Resolution R2026-0025; A Resolution of the City of Alvarado, Texas, authorizing the Economic Development Corporation's expenditure of funds for a professional services agreement between the City of Alvarado and Innovative Transportation Solutions, Inc. for transportation consulting services; and providing an effective date. (Cromer)

BACKGROUND & FINDINGS:
The Alvarado Economic Development Corporation (AEDC) Board has approved a Professional Services Agreement between the City of Alvarado and Innovative Transportation Solutions, Inc. (ITS) for transportation consulting services and has recommended City Council approval of the associated expenditure. The proposed agreement provides for ITS to assist the City with transportation-related initiatives, including coordination with local, state, and federal agencies, identifying and leveraging funding opportunities, and advancing key infrastructure projects. As outlined in the agreement, ITS will serve as a liaison and advocate for the City on transportation matters and support efforts related to regional projects, including coordination with agencies such as TxDOT and the North Central Texas Council of Governments. The agreement is for a one-year term (June 2026 – June 2027), with an automatic one-year extension, and includes a monthly retainer structure for services. In accordance with Chapter 505 of the Texas Local Government Code, projects exceeding $10,000 funded by a Type B economic development corporation require City Council approval by resolution after two readings. This item is being presented for second reading tonight.

FINANCIAL IMPACT:
The agreement provides for a monthly retainer of $3,500, not to exceed $42,000 annually.

RECOMMENDATION:
Staff recommends approving Resolution No. 2026-0025.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Resolution 2026-0025 Professional Services

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS AUTHORIZING THE ALVARADO ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE OF FUNDS FOR A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ALVARADO AND INNOVATIVE TRANSPORTATION SOLUTIONS, INC. FOR TRANSPORTATION CONSULTING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (City), is a home-rule city located in Johnson County, Texas acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City desires to obtain professional transportation consulting services to support its infrastructure planning, coordination, and development efforts; and

WHEREAS, Innovative Transportation Solutions, Inc. ("ITS") is a transportation consulting firm qualified to provide such professional services; and

WHEREAS, the proposed services to be provided by ITS include acting as a liaison between the City and local, state, and federal transportation agencies, developing funding partnership strategies, and providing additional transportation consulting services as directed by the City (the "Project"); and

WHEREAS, the Alvarado Economic Development Corporation ("AEDC") has determined that the Project will promote new or expanded business development within the City by improving transportation planning and access to funding opportunities; and

WHEREAS, Section 505.158, Texas Local Government Code provides that a Type B economic development corporation in a city with a population of 20,000 or less may make an expenditure to promote new or expanded business development, provided that if such project requires an expenditure of more than $10,000.00, the City Council must adopt a resolution authorizing the project after giving the Resolution at least two separate readings; and

WHEREAS, the AEDC Board has reviewed the proposed Professional Services Agreement between the City and ITS, attached hereto as Exhibit "A" (the "Agreement"), and has recommended funding the Project and has requested City Council approval of such expenditure; and

WHEREAS, the City Council considered this Resolution on first reading on April 20, 2026, and on second reading on May 18, 2026; and

WHEREAS, the City Council desires to authorize the proposed expenditure by the AEDC and approve the Agreement between the City and ITS.

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

SECTION 1.

The findings declared, made and found in the Preamble to this Resolution are hereby adopted, and made a part hereof of the operative provisions of this Resolution.

SECTION 2.

The City Council hereby authorizes the Alvarado Economic Development Corporation's expenditure of funds in an amount not to exceed FORTY-TWO THOUSAND DOLLARS ($42,000.00) for the Project and approves the Professional Services Agreement between the City of Alvarado and Innovative Transportation Solutions, Inc., attached hereto as Exhibit "A", for transportation consulting services as described therein.

SECTION 3.

This Resolution shall take effect after its second reading and adoption.

PASSED AND APPROVED ON FIRST READING this April 20, 2026.

PASSED AND APPROVED ON SECOND READING this May 18, 2016.

_____
Mayor, City of Alvarado

ATTEST:

_____
City Secretary

City Council Management Report
Meeting Date: 5/18/2026
Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:
Second Reading of Resolution R2026-0026; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to undertake the Downtown Refresh Initiative as an economic development project; finding that the project promotes economic development and quality of life; and providing an effective date. (Cromer)

BACKGROUND & FINDINGS:
The Alvarado Economic Development Corporation (AEDC) has approved the Downtown Refresh Initiative as an economic development project, designed to enhance the appearance, functionality, and overall experience of Historic Downtown Alvarado. The initiative focuses on implementing short-term, high-impact improvements that are flexible, movable, and reusable. These improvements allow the City and AEDC to make meaningful progress while long-term planning efforts continue to develop. Proposed improvements include placemaking elements such as planters and plants, fencing, gateway features, and other enhancements intended to create a more welcoming and cohesive downtown environment.

FINANCIAL IMPACT:
The total estimated cost of the initiative is approximately $170,000. The AEDC has identified the ability to fund this project within the current fiscal year budget through strategic reallocation of existing funds.

RECOMMENDATION:
The AEDC recommends approval of No. 2026-0026.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Resolution R2026-0026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, APPROVING ALVARADO ECONOMIC DEVELOPMENT CORPORATION'S DOWNTOWN REFRESH INITIATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado ("City") is a home rule municipality operating under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Alvarado Economic Development Corporation (the "AEDC") approved the Downtown Refresh Initiative (the "Initiative") on _____, 2026, to enhance the appearance, functionality, and overall experience of Historic Downtown Alvarado through a series of short-term, high-impact improvements; and

WHEREAS, the improvements considered for the Initiative are intentionally designed to be flexible, movable, and reusable, allowing the City and the AEDC to make immediate progress while long-term planning efforts continue to evolve; and

WHEREAS, the Initiative focuses on creating a more welcoming and cohesive environment that encourages foot traffic, supports existing businesses, and strengthens Historic Downtown Alvarado as a destination; and

WHEREAS, the proposed improvements for the Initiative include planters, gateway features, and other placemaking enhancements; and

WHEREAS, upon full review and consideration of the Initiative, and all matters attendant and related thereto, the City Council is of the opinion that, pursuant to Development Corporation Act Chapters 501-505 of the Texas Local Government Code, as amended (the "Act"), the Initiative constitutes a "project," should be approved and the AEDC President shall be authorized to execute all documents related thereto on behalf of AEDC; and

WHEREAS, the AEDC, a Type B corporation established under the Texas Development Corporation Act, has as its purpose the development of recreational or community facilities, including enhancements to the City's downtown area; and

WHEREAS, the AEDC Board of Directors, at its special meeting on April 13, 2026, approved a grant for the Project; and

WHEREAS, the Project will be funded through the AEDC's portion of sales tax revenue dedicated to economic development purposes; and

WHEREAS, pursuant to Texas Local Government Code Chapter 505, a Resolution of the City Council authorizing the AEDC to proceed with the Project must be read twice in open session prior to final approval.

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

SECTION 1.

All the above premises are true and correct findings of the City Council, and they are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2.

The Project and the AEDC grant for the Project, not to exceed $165,000, is found to be in the best interest of the City of Alvarado and its citizens, and is hereby approved.

SECTION 3.

The President of the AEDC is hereby authorized to execute all documents related to the Project on behalf of the AEDC.

SECTION 2.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON FIRST READING THIS THE _____ DAY OF _____, 2026.

PASSED AND APPROVED ON SECOND READING THIS THE _____ DAY OF _____, 2026.

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

City Council Management Report
Meeting Date: 5/18/2026
Contact: Anthony Tucker, Parks Superintendent

AGENDA ITEM:
Resolution R2026-0030; A Resolution of the City of Alvarado, Texas, Adopting the Bylaws of the Alvarado Park and Recreation Advisory Board; and providing an effective date. (Tucker)

BACKGROUND & FINDINGS:

Currently, the City of Alvarado Parks Advisory Board has operated under the City's Code of Ordinances. The adoption of formal bylaws will assist in the continued organization and operation of the Parks Advisory Board. The proposed bylaws will also update the Board composition to five (5) members, establishing a quorum requirement of three (3) members.

FINANCIAL IMPACT:

RECOMMENDATION:
Approval

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Park Board Bylaws.Resolution
2. Park and Recreation Advisory Board Bylaws

RESOLUTION NO. R2026-0030

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, ADOPTING THE BYLAWS OF THE ALVARADO PARK AND RECREATION BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (the "City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Alvarado Parks and Recreation Board (the "Board") was created by the City Council, codified in Article II of Chapter 26 of the Alvarado Code; and

WHEREAS, the Board acts as an advisory board to the City Council on park and recreation matters; and

WHEREAS, the City Council and the Board desire to adopt the bylaws attached as **Exhibit A** to this Resolution.

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

SECTION 1.

All the above premises are true and correct of the City Council, and they are hereby approved, ratified, and incorporated into the body of this Resolution as if copied in their entirety.

SECTION 2.

The Alvarado Parks and Recreation Board Bylaws, attached hereto as **Exhibit A**, are found to be in the best interest of the City and its citizens, and is hereby approved.

SECTION 3.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED FOLLOWING SECOND READING THIS THE _____ DAY OF _____, 2026.

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

EXHIBIT A

Alvarado Parks and Recreation Bylaws

BYLAWS
ALVARADO PARKS AND RECREATION ADVISORY BOARD

The Bylaws of the Alvarado Parks and Recreation Advisory Board (the "Board") shall not be in conflict with the provisions of the Alvarado Code, codified in the City Code as Chapter 26, Article II, "Parks and Recreation Board." The Board evaluates and makes recommendations to the City Council on matters concerning the establishment, maintenance, and operations of all parks within the City of Alvarado (the "City"). The Board will also research and evaluate necessary regulations and or ordinances governing the use of such facilities. The Board also evaluates programs that may be incorporated within the scope of parks and recreation.

I. ORGANIZATION AND MEMBERSHIP

(A) The Board shall consist of five (5) regular members, all qualified voters and residents of the city. Members' positions shall be designated as place numbers 1 through 5. The terms of those appointed to positions in odd-numbered places shall expire September 30th of odd-numbered years and the terms of those appointed in positions in even-numbered places shall expire September 30th of even-numbered years. The City Council may remove a member at any time with or without cause.

(B) Members shall serve for two-year terms and until their successors are duly appointed and qualified.

(C) In making appointments to the Board, the City Council may give due consideration to the recommendations of any of the Board.

(D) The City Council, if they deem it desirable, may appoint ex-officio members to the Board.

(E) Vacancies on the Board are to be filled by appointment by the City Council for the length of the unexpired term. If a Board member is absent at three (3) consecutive scheduled meetings, or absent from fifty percent (50%) of scheduled meetings within a twelve-month period, the City Council may determine that such position is vacated and the position filled by the City Council. The Board may submit recommendations to the City Council for filling of vacancies.

(F) Members of the Board shall serve without pay.

II. ELECTIONS AND OFFICERS

(A) At the Board's first meeting following the annual appointment of new members and reappointments by the City Council, the Board shall elect from its members a Chairperson and Vice-Chairperson.

(B) Officers shall hold office for one (1) year and will remain in office until their successors are elected.

(C) In the event that a vacancy occurs in the office of Chairperson, the Vice Chairperson shall assume the duties of the Chairperson until the next meeting of the Board. At that time, an election shall be held to fill the existing vacancy in the office of Chairperson.

(D) In the event that a vacancy occurs in the office of Vice-Chairperson, the Chairperson may appoint a Board member temporarily to assume the duties of that office until the next Board meeting, at which time an election shall be held to fill the existing vacancy in the office of Vice-Chairperson.

(E) If any member of the Board is elected to any City office, said member shall immediately resign from the Board.

(F) The City Secretary or their designee shall serve as the secretary to the Board.

III. REGULAR MEETINGS

The Parks and Recreation Board shall meet in regular session quarterly on the second Monday of the month, unless it is a holiday. In such cases, the meeting will be rescheduled.

IV. CHAIRPERSON

(A) Preside at all Board meetings.

(B) The Chairperson has the right to discuss, make motions and resolutions, and vote on all matters coming before the Board (except where the Chairperson has a conflict of interest).

(C) Decide all questions or order in accordance with Robert's Rules of Order, Newly Revised, as modified by Board policy.

(D) Call special meetings of the Board.

(E) Represent the Board before the City Council for all Board business.

V. VICE CHAIRPERSON

(A) Preside over meetings in the absence of the Chairperson.

(B) Represent the Board before the City Council for all Board business in the absence of the Chairperson.

(C) Call special meetings of the Board, when the Chairperson is not available.

VI. SPECIAL MEETINGS

Special meetings may be called by City staff if an item(s) for consideration requires action prior to the next regularly scheduled meeting.

VII. QUORUM

Three (3) members shall constitute a quorum.

VIII. ABSENCE OF MEMBERS

(A) Members unable to attend a meeting or special meeting shall notify either the Chairperson, City Secretary, or City staff liaison prior to the start of the meeting.

(B) Any member who is unable to attend a regular or special-called board meeting may address any item that is a part of the agenda by submitting his or her statement in writing to an officer of the Board or City staff liaison prior to that meeting. The statement shall be read by an officer of the Board and made a part of the official minutes of that meeting.

(C) If any appointee is absent at three (3) consecutive scheduled meetings without valid reason, or not exhibiting interest in the Board's work, the appointee shall be reported to the City Council who may, at their discretion, remove the Board member and appoint a replacement.

IX. DUTIES OF MEMBERS

(A) Recommend policies and procedures for the proper administration of the parks and recreation program of the City subject to the approval of the City Council;

(B) Encourage and facilitate the establishment and maintenance of parks, playgrounds, play fields, centers, swimming pools, and other park and recreational facilities of the properties owned and controlled by the City or on private or public properties with the consent of the owners and managers thereof;

(C) Encourage the establishment of a supervised recreation program for all ages, on properties owned and controlled by the City or on private or public properties with the consent of the owners and managers thereof;

(D) Recommend acquisition by the City of such land and buildings as are deemed necessary for a parks and recreation program and subject to location approval by the planning and zoning commission;

(E) Study and submit recommendations for improvement and expansion of the parks and recreation facilities and programs of the City;

(F) Cooperate with all agencies, groups, and clubs concerned with recreation in the City; and

(G) Make such studies concerning parks and recreation and the findings thereof as may be requested by the City Council.

(H) Additional duties may be conferred on such advisory committee by ordinance.

X. COMMITTEES

Special committees may be appointed by order of the Chairperson as the need arises. Such committees shall not necessarily be restricted to members of the Board. However, the chairperson of said special committee shall be a member of the Board.

XI. PARLIAMENTARY PROCEDURES

Robert's Rules of Order, Newly Revised, shall govern the procedure for Board meetings.

XII. BOARD ACTION

(A) A majority of the quorum shall be required to carry a motion, proposal, or resolution.

(B) Under no circumstance is any member to take action or make any statement committing the Board unless given authority to do so by the vote of the Board.

XIII. COMMUNICATIONS

(A) Requests from the public or civic organizations for consideration and action at a meeting of the Board must be in writing and received at least 14 business days prior to the Board meeting.

(B) All written communications to outside groups shall have Board approval.

XIV. AMENDMENTS

These Bylaws may only be amended with the approval of the City Council.

XV. MINUTES

Minutes of each Board meeting will be filed with the City Secretary and available for review.

City Council Management Report
Meeting Date: 5/18/2026
Contact: Anthony Tucker, Parks Superintendent

AGENDA ITEM:
Appointment of members to the Alvarado Parks and Recreation Advisory Board. (Tucker)

BACKGROUND & FINDINGS:
Once the board's bylaws have been updated, it will be necessary to reappoint the board positions. Seats 1, 3, and 5 will serve terms through September 2028, while Seats 2 and 4 will serve through September 2027. Thereafter, appointments will resume in accordance with the regular term placements outlined in the bylaws. If approved, the following members will be reappointed to the board:

Place 1 Tinker Williams
Place 2 Betty Green
Place 3 Randy Hassey
Place 4 Ashley Speaker
Place 5 Rober Brake

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
None

City Council Management Report
Meeting Date: 5/18/2026
Contact:

AGENDA ITEM:
April 6, 2026, Special Meeting Minutes. (Taylor)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. April 6, 2026, City Council Minutes

CITY OF ALVARADO
County of Johnson
State of Texas
4/6/2026
City Council Special Meeting Minutes

CALL TO ORDER

The City Council of the City of Alvarado met in a Special Called Session on Monday, April 6, 2026, at 6:00 PM. The following were present:

PRESENT:	Mayor Jacob Wheat Councilmember Ward III Scott Arthur Councilmember Ward II Cherry Bryant Councilmember Ward II Lydia Moon Mayor Pro Tem Ward III Kevin Thomas
ABSENT:	Councilmember Ward I Beverly Short Councilmember Ward I Carrie Keeton
OTHERS PRESENT:	City Manager, Paul DeBuff City Secretary, Bobbie Jo Taylor City Attorney, Ashley Dierker Chief of Police, Teddy May Fire Chief, John Rodgers Administrative Services Director, Donielle Suber Human Resources Manager, Sarah Licitra Chief Financial Officer, Laura Cox Director of Economic Development, Hillary Cromer Community Development Director, Justin French City Engineer, Gus Chavarria

Mayor Jacob Wheat called the meeting to order at 6:00 PM and led the invocation.

CITIZEN PARTICIPATION AND PUBLIC INPUT

This is an opportunity for citizens to address the convened City Council of this meeting 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. Any response from a member of the convened 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 a future meeting. Citizens may obtain a form to speak by requesting it from the City Secretary or the City Marshal prior to the start of the meeting.

- Jamye Jones, Community Events

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 include:

- 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; and
- 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.

- Lydia Moon, Appreciation of City Staff regarding the Irish Fest, and an update regarding the community held Sunrise Services.

NEW BUSINESS

1. Consideration and action related to a Development Agreement between Alvarado 228 Development LLC, Avalon Development Group, LLC, and the City of Alvarado for the Chambers Creek Development. (DeBuff, French)

Representatives from Alvarado 228 Development LLC presented a Development Agreement for the City Council's consideration. Proposed in the agreement is a master-planned community located adjacent to Alvarado High School, with access from I-35 frontage roads and Maple Avenue. The proposed development is planned to include approximately 711 single-family homes, neighborhood amenities, a commercial corridor along I-35W, and a sports complex.

Councilmember Moon motioned to approve a Development Agreement between Alvarado 228 Development LLC, Avalon Development Group, LLC, and the City of Alvarado for the Chambers Creek Development.
Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions
Vote: Motion passed unanimously.

2. Discuss and consider Resolution No. R2026-0019 of the City Council of the City of Alvarado, Texas, setting a public hearing under section 311.003 of the Texas tax code for the creation of a Tax Increment Reinvestment Zone within the Corporate Limits and the Extraterritorial Jurisdiction of the City of Alvarado, Texas; authorizing the issuance of notice by the City Secretary of Alvarado, Texas regarding the public hearing; directing the City to prepare a Preliminary Reinvestment Zone Financing Plan; and providing an effective date. (DeBuff, French)

Councilmember Moon motioned to approve Resolution No. R2026-0019 of the City Council of the City of Alvarado, Texas, setting a public hearing under section 311.003 of the Texas tax code for the creation of a Tax Increment Reinvestment Zone within the Corporate Limits and the Extraterritorial Jurisdiction of the City of Alvarado, Texas;

authorizing the issuance of notice by the City Secretary of Alvarado, Texas regarding the public hearing; directing the City to prepare a Preliminary Reinvestment Zone Financing Plan; and providing an effective date.

Mayor Pro Tem Thomas seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously.

EXECUTIVE SESSION

3. **§ 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 REGULAR 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 provisions of Chapter 551, including the following items:**

    - **Any item on the agenda.**

4. **§551.087. Deliberation Regarding Economic Development Negotiations. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).**

    - **Chambers Creek Development.**

RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

ADJOURNMENT

Mayor Wheat adjourned the meeting at 6:25 p.m.

_____
Mayor Jacob Wheat

_____
Bobbie Jo Taylor, City Secretary

City Council Management Report
Meeting Date: 5/18/2026
Contact:

AGENDA ITEM:
April 20, 2026, Regular Meeting Minutes. (Taylor)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. April 20, 2026, City Council Minutes

CITY OF ALVARADO
County of Johnson
State of Texas
4/20/2026
City Council Regular Meeting Minutes

CALL TO ORDER

Roll Call

The City Council of the City of Alvarado met in a Regular Called Session on Monday, April 20, 2026, at 6:30 PM. The following were present:

PRESENT:	Mayor Jacob Wheat Councilmember Ward III Scott Arthur Councilmember Ward II Cherry Bryant Councilmember Ward II Lydia Moon Councilmember Ward I Beverly Short Mayor Pro Tem Ward III Kevin Thomas Councilmember Ward I Carrie Keeton
ABSENT:	None
OTHERS PRESENT:	City Manager, Paul DeBuff City Secretary, Bobbie Jo Taylor City Attorney, Ashley Dierker Chief of Police, Teddy May Fire Marshal, Adam Sharp Administrative Services Director, Donielle Suber Human Resources Manager, Sarah Licitra Chief Financial Officer, Laura Cox Director of Economic Development, Hillary Cromer Community Development Director, Justin French City Engineer, Gus Chavarria Deputy City Marshal, Thomas Griffith

Mayor Jacob Wheat called the meeting to order at 6:30 PM. Councilmember Cherry Bryant led the invocation.

CITIZEN PARTICIPATION AND PUBLIC INPUT

This is an opportunity for citizens to address the convened City Council of this meeting 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. Any response from a member of the convened 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 a future meeting. Citizens may obtain a form to speak by requesting it from the City Secretary or the City Marshal prior to the start of the meeting.

- Jamye Jones - Community Events
- Will Keeton - Thank you to the City for upgrading the boat ramps at the Lake.

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 include:

- 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; and
- 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.

- Councilmember Moon offered compliments to both the Police and Fire Departments.

INTRODUCTION OF NEW EMPLOYEES

No new employees were present.

PRESENTATIONS

1. Monarch Waystation Certificate - Martha Dean

Ms. Martha Dean presented the City with a Monarch Waystation Certificate.

2. Texas Health Presentation - Ahrein Bennett

Ms. Ahrein Bennett gave a presentation to the City Council regarding grants and other services provided by Texas Health.

CONSENT AGENDA

3. **Resolution No. 2026-0020; A Resolution of the City of Alvarado, Texas, nominating Sabre Communications Corporation to the Office of the Governor Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code; authorizing the City Manager to prepare the required application for designation for Sabre Communications Corporation as an Enterprise Project; and providing an effective date. (Sabre State Sales Tax Program) (Cromer)**

4. **First Reading of Resolution No. 2026-0021; A Resolution of the City of Alvarado, Texas, approving an Economic Development Grant for the Pecan Orchard Improvements Project; authorizing the AEDC President to execute all documents related thereto; and providing an effective date. (Cromer)**

5. **Resolution No. R2026-0027, authorizing the submission of the Motor Vehicle Crime Prevention Authority Senate Bill 224 grant application to the Texas Motor Vehicle Crime Prevention Authority. (Authorize TMVCPA grant application) (Gross)**

6. **March 16, 2026, City Council Meeting Minutes. (Taylor)**

7. **March 23, 2026, City Council Meeting Special Called Meeting Minutes. (Taylor)**

Councilmember Keeton requested Item #3 be pulled from the Consent Agenda.
Councilmember Moon requested Item #4 be pulled from the Consent Agenda.
Councilmember Bryant requested Item #5 be pulled from the Consent Agenda.

Councilmember Moon motioned to approve Items #6 and #7.

Councilmember Arthur seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously.

The following items were discussed and considered individually:

3. Resolution No. R2026-0020; A Resolution of the City of Alvarado, Texas, nominating Sabre Communications Corporation to the Office of the Governor Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code; authorizing the City Manager to prepare the required application for designation for Sabre Communications Corporation as an Enterprise Project; and providing an effective date. (Sabre State Sales Tax Program) (Cromer)

Economic Development Director Hillary Cromer presented Resolution No. R2026-0020 to the City Council for approval. Ms. Cromer advised that the Texas Enterprise Zone Program is a state-administered incentive that provides qualified businesses with refunds of state sales and use tax based on capital investment and job creation or retention. The program does not require a direct financial contribution from the City but does require formal nomination by the local governing body.

Councilmember Moon motioned to approve Resolution No. R2026-0020; A Resolution of the City of Alvarado, Texas, nominating Sabre Communications Corporation to the Office of the Governor Economic Development and Tourism through the Economic Development Bank for designation as an Enterprise Project under the Texas Enterprise Zone Program under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code; authorizing the City Manager to prepare the required application for designation for Sabre Communications Corporation as an Enterprise Project; and providing an effective date.

Councilmember Keeton seconded the motion.

No opposition, No abstentions
Vote: Motion passed unanimously.

4. First Reading of Resolution No. R2026-0021; A Resolution of the City of Alvarado, Texas, approving an Economic Development Grant for the Pecan Orchard Improvements Project; authorizing the AEDC President to execute all documents related thereto; and providing an effective date. (Cromer)

Ms. Cromer also presented the Council with Resolution R2026-0021 advising that the City has been awarded funding through the Texas Parks and Wildlife Department Non-Urban Outdoor Recreation Grant Program to make improvements to Pecan Orchard.

Councilmember Moon motioned to approve Resolution No. R2026-0021; A Resolution of the City of Alvarado, Texas, approving an Economic Development Grant for the Pecan Orchard Improvements Project; authorizing the AEDC President to execute all documents related thereto; and providing an effective date.

Councilmember Short seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously.

5. Resolution No. R2026-0027, authorizing the submission of the Motor Vehicle Crime Prevention Authority Senate Bill 224 grant application to the Texas Motor Vehicle Crime Prevention Authority. (Authorize TMVCPA grant application) (Gross)

Police Lieutenant Tom Gross presented the Council with Resolution No. R2026-0027, a Resolution which authorizes the City to apply for a grant through the Texas Motor Vehicle Crime Prevention Authority.

Councilmember Bryant motioned to approve Resolution No. R2026-0027, authorizing the submission of the Motor Vehicle Crime Prevention Authority Senate Bill 224 grant application to the Texas Motor Vehicle Crime Prevention Authority.

Councilmember Arthur seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously.

NEW BUSINESS

Mayor Wheat moved Item #14 to take place prior to Item #8.

14. Public hearing, consideration, and action related to Ordinance No. 2026-0006, an Ordinance replacing Chapter 42, "Zoning" of the Code of Ordinances, City of Alvarado, Texas, in its entirety; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for a penalty for violations hereof, providing a savings clause; providing for publications; and providing an effective date. (French)

Mayor Wheat opened the Public Hearing at 7:03 p.m.

Abra Nusser with LJA presented to the City Council, advising of the amendments that have been prepared to update the City of Alvarado's Zoning Ordinance amendments, which have been prepared concurrently with the City of Alvarado Comprehensive Plan and include the City's Future Land Use Plan (FLUP). Ms. Nusser advised that the Comprehensive Plan establishes the long-term vision for land use, growth, development patterns, infrastructure, parks and recreation, Downtown revitalization, and community character within the Alvarado Planning Area.

Mayor Wheat closed the Public Hearing at 7:00 p.m.

Councilmember Moon motioned to to approve Ordinance No. 2026-0006, an Ordinance replacing Chapter 42, "Zoning" of the Code of Ordinances, City of Alvarado, Texas, in its entirety; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for a penalty for violations hereof, providing a savings clause; providing for publications; and providing an effective date.

Mayo Pro Tem Thomas seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously.

Mayor Wheat returned to Item #8.

8. Consideration and action related to Resolution No. R2026-0022; A Resolution of the City of Alvarado, determining costs and calling a Public Hearing to consider an ordinance levying assessments on property located within the Alvarado 215 Public Improvement District (Lennar/Valor Cost Determining Resolution), and directing the publication and mailing of notice of such Public Hearing. (Suber)

Donielle Suber presented Resolution No. R2026-0022 to the Council prior to introducing Jeff Gulbus, who serves as Bond Counsel to the City. Mr. Gulbas advised that the proposed Preliminary Service and Assessment Plan (SAP) for the Alvarado 215 (Lennar/Valor Addition) Public Improvement District was prepared in accordance with Chapter 372 of the Texas Local Government Code and provides preliminary estimated costs of authorized public improvements, for the first improvement area and future improvement areas, along with the financing approach for the PID.

Councilmember Moon motioned to approve Resolution No. R2026-0022; A Resolution of the City of Alvarado, determining costs and calling a Public Hearing to consider an ordinance levying assessments on property located within the Alvarado 215 Public Improvement District (Lennar/Valor Cost Determining Resolution), and directing the publication and mailing of notice of such Public Hearing.

Councilmember Keeton seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously.

9. Consideration and action on Resolution No. R2026-0023; A Resolution of the City of Alvarado, Texas, accepting the petition for annexation, setting a Public Hearing date for May 18, 2026, and authorizing the issuance of a publicized notice by the City Secretary of Alvarado, Texas regarding the annexation hearing to be held on May 18, 2026, pertaining to a tract of approximately 215 acres, more or less, of land located in the Extraterritorial Jurisdiction of the City of Alvarado, Johnson County, Texas; Situated in the R. Bell Survey, Abstract No. 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, A. Powers Survey, Abstract No. 686, and A. Kimbell Survey, Abstract 46, commonly known as 1303 S. Parkway Dr. (Chambers Creek Annexation Petition acceptance) (French)

Community Development Director Justin French presented the Resolution to the City Council to accept the annexation petition and set a Public Hearing for the annexation of the Chambers Creek Development.

Councilmember Moon motioned to approve Resolution No. R2026-0023; A Resolution of the City of Alvarado, Texas, accepting the petition for annexation, setting a Public Hearing date for May 18, 2026, and authorizing the issuance of a publicized notice by the City Secretary of Alvarado, Texas regarding the annexation hearing to be held on May 18, 2026, pertaining to a tract of approximately 215 acres, more or less, of land located in the Extraterritorial Jurisdiction of the City of Alvarado, Johnson County, Texas; Situated in the R. Bell Survey, Abstract No. 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, A. Powers Survey, Abstract No. 686, and A. Kimbell Survey, Abstract 46, commonly known as 1303 S. Parkway Dr.

Mayor Pro Tem Thomas seconded the motion.

No opposition, No abstentions
Vote: Motion passed unanimously.

10. Public Hearing, consideration, and action related to Resolution No. R2026-0024; A Resolution of the City of Alvarado, Texas, establishing the Chambers Creek 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. (Establishing Chambers Creek PID) (Suber)

Mayor Wheat opened the Public Hearing at 7:25 p.m.

Donielle Suber presented a Resolution to the Council advising that a petition was submitted requesting the creation of the district to support the financing of approximately $35,000,0000 in public infrastructure improvements within the Authorized Improvement area. Ms. Suber stated that the improvements include infrastructure construction and acquisition, as well as the development of trails and park amenities across 188.62 acres.

Mayor Wheat closed the Public Hearing at 7:31 p.m.

Councilmember Short motioned to approve Resolution No. R2026-0024; A Resolution of the City of Alvarado, Texas, establishing the Chambers Creek 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.

Councilmember Moon seconded the motion.
Councilmember Keeton opposed, No abstentions
Vote: Motion passed.

11. Consideration and action related to an Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances for the Chambers Creek Public Improvement District between the City of Alvarado and Avalon Development Group, LLC. (Chambers Creek Reimbursement Agreement) (Suber)

Ms. Suber presented an agreement for the Construction and funding of Authorized Improvements and Reimbursement of Advances for the Chambers Creek Public Improvement District to the City Council. Ms. Suber advised that this agreement is entered into by Avalon Development Group, LLC, and the City of Alvarado for the purpose of payment from City-collected Public Improvement District (PID) funds to the developer for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements related to the Chambers Creek Public Improvement District.

Mayor Pro Tem Thomas motioned to approve an Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances for the Chambers Creek Public Improvement District between the City of Alvarado and Avalon Development Group, LLC.

Councilmember Moon seconded the motion.
Councilmember Keeton opposed, No abstentions
Vote: Motion passed.

12. Public Hearing, consideration, and action related to Ordinance No. 2026-0005; An Ordinance of the City Council of the City of Alvarado, Texas, designating a Contiguous Geographic Area within the City's Corporate Limits and Extraterritorial Jurisdiction as a Reinvestment Zone Pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Four, City of Alvarado, Texas; describing the boundaries of the zone; creating a Board of Directors for the zone; establishing a Tax Increment Fund for the zone; containing findings related to the creation of the zone; providing a date

for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date. (Setting Chamber Creek TIRZ Boundaries) (Taylor)

Mayor Wheat opened the Public Hearing at 7:37 p.m.

City Secretary Bobbie Jo Taylor gave a brief overview of the Reinvestment Zone before introducing Ms. Jennifer Sloan who updated the Council on the zone. Ms. Sloan advised that Ordinance No. 2026-0005 establishes Reinvestment Zone Number 4, defines its boundaries, creates a seven-member Board of Directors appointed by the City Council with staggered two-year terms, establishes a Tax Increment Fund, and sets a termination date.

Mayor Wheat closed the Public Hearing at 7:50 p.m.

Councilmember Moon motioned to approve Ordinance No. 2026-0005; An Ordinance of the City Council of the City of Alvarado, Texas, designating a Contiguous Geographic Area within the City's Corporate Limits and Extraterritorial Jurisdiction as a Reinvestment Zone Pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Four, City of Alvarado, Texas; describing the boundaries of the zone; creating a Board of Directors for the zone; establishing a Tax Increment Fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the ordinance; providing a severability clause; and providing an effective date.

Mayor Pro Tem seconded the motion.
Councilmember Keeton opposed, No abstentions
Vote: Motion passed.

13. **Public hearing, consideration and action on the application of MV&A Builders LLC for a zoning change from Single-family Residential (SF-2) District to Garden Home (GH) District on 0.3213 acres known as a portion of Lot 4 and all of Lot 5, Block 6 of the New Town Addition (aka Missouri Pacific Addition), addressed at 905 and 907 Travis Avenue. (French)**

Mayor Wheat opened the Public Hearing at 7:51 p.m.

Justin French introduced an application for a zoning change from Single-Family to Garden Home located at 905 and 907 Travis Avenue.

Mayor Wheat closed the Public Hearing at 8:01 p.m.

Councilmember Bryant motioned to approve a zoning change from Single-family Residential (SF-2) District to Garden Home (GH) District on 0.3213 acres known as a portion of Lot 4 and all of Lot 5, Block 6 of the New Town Addition (aka Missouri Pacific Addition), addressed at 905 and 907 Travis Avenue.

Councilmember Short seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously.

14. **Public hearing, consideration, and action related to Ordinance No. 2026-0006, an Ordinance replacing Chapter 42, "Zoning" of the Code of Ordinances, City of Alvarado, Texas, in its entirety; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; providing for a penalty for violations hereof, providing a savings clause; providing for publications; and providing an effective date. (French)**

Item #14 was considered by the Council prior to Item #8.

15. Presentation and discussion of the City of Alvarado's FY 2026 First Quarter Financial Report (Cox)

Chief Financial Officer Laura Cox presented the FY 2026 First Quarter Financial Report to the City Council. Ms. Cox advised that Financial reports are prepared each quarter for the General Fund, Water and Sewer Fund, Hotel Occupancy Tax Fund, and Alvarado Economic Development Corporation Fund.

16. Consideration and action related to adding a position to the Engineering Department for a Construction Inspector. (Chavarria)

City Engineer Gus Chavarria addressed the Council to request adding a Construction Inspector to the City Staff. Mr. Chavarria advised that the City has never had a dedicated, full-time infrastructure inspector, resulting in inefficiencies and increased costs.

Councilmember Moon motioned to add a position to the Engineering Department for a Construction Inspector.

Mayor Pro Tem Thomas seconded the motion.
Keeton opposed, No abstentions
Vote: Motion passed.

17. Consideration and action related to adding a position for an Administrative Assistant. (Suber)

Donielle Suber approached the City Council and advised that the administrative staff is requesting the addition of a new Administrative Assistant position to help support daily operations and maintain an efficient workflow across multiple departments within the Administration Building, including Administrative Services, Community Development, Economic Development, and the City Manager's Office.

Councilmember Arthur moved to approve adding a position for an Administrative Assistant.

Councilmember Moon seconded the motion.
No opposition, No abstentions
Vote: Motion passed unanimously.

18. First Reading of Resolution No. 2026-0025; A Resolution of the City of Alvarado, Texas, authorizing the Economic Development Corporation's expenditure of funds for a professional services agreement between the City of Alvarado and Innovative Transportation Solutions, Inc. for transportation consulting services; and providing an effective date. (Cromer)

Economic Development Director Hillary Cromer presented a first reading of Resolution No. R2026-0025 to the City Council. Ms. Cromer advised that the Alvarado Economic Development Corporation (AEDC) Board has approved a Professional Services Agreement between the City of Alvarado and Innovative Transportation Solutions, Inc. (ITS) for transportation consulting services and has recommended City Council approval of the associated expenditure.

Ms. Cromer noted that, as a first reading, no action is needed at this time.

19. First Reading of Resolution No. 2026-0026; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to undertake the Downtown Refresh Initiative as an economic development project; finding that the project promotes economic development and quality of life; and providing an effective date. (Cromer)

Mr. Cromer also introduced Resolution R2026-0026 to the City Council. Ms. Cromer advised that the Alvarado Economic Development Corporation (AEDC) has approved the Downtown Refresh Initiative as an economic development project, designed to enhance the appearance, functionality, and overall experience of Historic

Downtown Alvarado.

No action was required at this time.

EXECUTIVE SESSION

Mayor Wheat adjourned into Executive Session at 8:20 p.m.

20. **§ 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 REGULAR 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 provisions of Chapter 551, including the following items:**

    - **Any item on the agenda.**

21. **§551.087. Deliberation Regarding Economic Development Negotiations. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).**

    - **Project Ascend (Cromer)**
    - **Project Millis (Cromer)**
    - **Project Meatball (Cromer)**

22. **§551.074, Texas Government Code - Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.**

    - **City Manager Annual Check-in**

RECONVENE INTO OPEN SESSION AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

Mayor Wheat reconvened into open session at 9:37 p.m.

Councilmember Moon motioned to approve an amendment to the City Manager's Contract as discussed in Executive Session.

Mayor Pro Tem Thomas seconded the motion.
Councilmember Keeton opposed, No abstentions
Vote: Motion passed.

ADJOURNMENT

Mayor Wheat adjourned the meeting.

_____
Mayor Jacob Wheat

_____
Bobbie Jo Taylor, City Secretary

City Council Management Report
Meeting Date: 5/18/2026
Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:
Consideration and action related to awarding External Audit Services to Pattillo, Brown & Hill, LLP and subsequent authorization to the City Manager or Chief Financial Officer to sign the engagement letter for services related to the FY26 audit. (Cox)

BACKGROUND & FINDINGS:
On Friday, March 27, 2026, five (5) proposals for RFQ 2026-01 External Audit Services were received. The lowest bid and best value for the City of $51,400 was presented by Pattillo, Brown & Hill, LLP, as determined by a four (4) person cross-departmental evaluation team.

FINANCIAL IMPACT:
Funding for this expenditure will be covered by the General, Water/Sewer, HOT and EDC funds.

RECOMMENDATION:
Staff recommends engaging Pattillo, Brown & Hill, LLP to perform the annual audit for fiscal year 2026, as they provide the lowest cost with the highest reputation.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. PB&H Audit Engagement Letter 2026
2. Pattillo, Brown & Hill, LLP Response RFQ_2026-01

PB&H

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

April 29, 2026

City of Alvarado, Texas
104 W. College
Alvarado, TX 76009

City Council and Management:

The following represents our understanding of the services we will provide City of Alvarado, Texas, (the "City").

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of September 30, 2026, and for the year then ended and the related notes, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis, budgetary comparison information, and pension and other postemployment benefit be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.

- Budgetary Schedules.
- Schedule of Changes in Net Pension Liability and Related Ratios.
- Schedule of Pension Contributions.
- Schedule of Changes in Net Other Post Employment Benefit (OPEB) Liability and Related Ratios.

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Statements and Schedules.

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, which raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Although we are currently in the planning stage of our audit, we have identified the following significant risks during our audit to date that require special audit consideration:

- Management override of controls is considered an inherent risk according to GAAS.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to those charged with governance of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those in charge of governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America.
b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.
c. To provide us with:
    i. Access to all information of which management is aware is relevant to the preparation and fair presentation of the basic financial statements including disclosures such as records, documentation, and other matters.

ii. Additional information that we may request from management for the purpose of the audit.
iii. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
iv. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report.
v. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us.
e. For identifying and ensuring that the City complies with the laws and regulations applicable to its activities.
f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole.
g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work.
h. For maintaining adequate records, selecting, and applying accounting principles, and safeguarding assets.
i. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials.
j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

We will also assist in preparing the financial statements and related notes of the City in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards,* and such services will not be conducted in accordance with *Government Auditing Standards.* These services are limited to preparing the financial statements and related notes of the City as previously outlined. Our firm, in its sole professional judgement, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the City must make all decisions with regard to those matters.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement is limited to our preparation of the financial statements and related note disclosures previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the City must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Engagement Administration, Fees, and Timing

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July 2026
Mail confirmations	October 2026
Perform year-end audit procedures	December 2026
Issue audit reports	March 2027

John K. Manning is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $51,400. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your

personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records, and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You authorize us to disclose any and all information you furnish to us in connection with the services provided under this engagement, including audit procedures, to third-party service providers who assist us in fulfilling our professional responsibilities. These service providers may be located within or outside the United States. Such disclosures may include, but are not limited to, confidential financial or investment information necessary to complete assessments or verify valuations. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. With your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City's significant accounting practices.
- Significant difficulties, if any, encountered during the audit.
- Uncorrected misstatements, other than those we believe are trivial, if any.
- Disagreements with management, if any.
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process.
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.
- Representations we requested from management.
- Management consultations with other accountants, if any.
- Significant issues, if any, arise from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.



John K. Manning, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Alvarado, Texas by:

Name: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

December 12, 2025

To the Partners of Pattillo, Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including compliance audits under the Single Audit Act; an audit of an employee benefit plan; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP in effect for the year ended May 31, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, LLP has received a peer review rating of *pass*.

Ericksen Krentel, LLP

Certified Public Accountants



RFQ: #2026-01
External Audit Services

PRESENTED TO

City of Alvarado, Texas

DATE

March 27, 2026

PATTILLO, BROWN & HILL

John K. Manning

401 West State Highway 6

Waco, TX 76710

254.772.4901 | jkmanning@pbhcpa.com


EXPERT
TRUSTED
ADVISOR

PB&H

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

March 23, 2026

City of Alvarado
104 W. College
Alvarado, TX 76009
Re: REQUEST FOR QUALIFICATIONS 2026-01

Pattillo, Brown and Hill, L.L.P. (PB&H) is pleased to have the opportunity to submit the accompanying proposal to provide professional audit services to the City of Alvarado, Texas ("City") for the year ending September 30, 2026, and an option for four (4) additional one-year terms.

We believe that our Firm possesses certain unique characteristics that are well matched to the City's needs. We are a regional accounting firm that has been in existence since 1923.

- Our primary business is serving local governments in Texas and New Mexico. In addition to our experience with cities, we have extensive experience auditing other forms of local governments such as school districts, councils of government, counties, and special districts.
- We are committed to customer service and developing client relationships. We offer support throughout the year as a part of this engagement and will not charge additional fees for informal consultations.
- Our proposed service team for the City consists of seasoned professionals who work exclusively on local government engagements.
- Our firm is known for providing high quality services while meeting our client's time constraints, as such, we are committed to performing the engagement within the time parameters mentioned in the proposal.

Outlined in this proposal there are key factors that distinguish our Firm from other providers of government services. Among these are the experience level of our service team with audits of cities, our Firm's commitment to providing services to the public sector and our engagement approach. We bring the high level of experience and expertise as larger, national accounting firms, but with the value inherent in local firms. We are committed to performing the work outlined in the request for proposal within the time period required.

As engagement partner, I am an authorized representative of the Firm and my signature binds PB&H to the terms and conditions specified in this proposal. This proposal is a firm and irrevocable offer for 90 days. I can be reached by phone at (254) 772-4901, by email at jkmanning@pbhcpa.com or by mail at 401 West Highway 6, Waco, Texas 76710.

I am excited about the opportunity to serve the City. Please feel free to contact me should you have any questions regarding this proposal.

John K. Manning

John K. Manning, CPA
PATTILLO, BROWN & HILL, L.L.P.

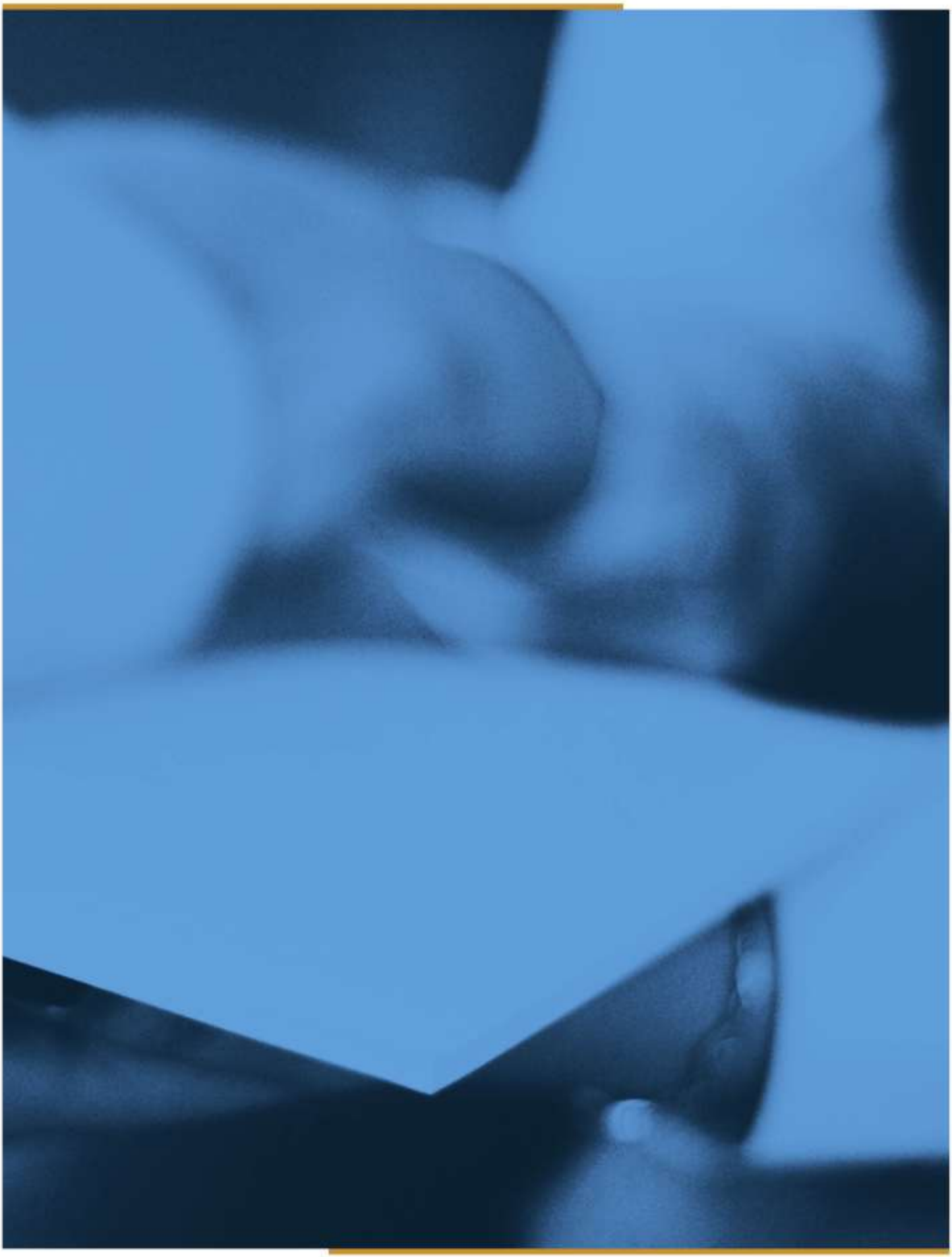




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34-35 Cost Proposal

Attachments
Peer Review Report



INDEPENDENCE/ LICENSE TO PRACTICE IN TEXAS

INDEPENDENCE

We confirm that we are independent with respect to Alvarado, Texas and all of its component units as defined by Government Auditing Standards. None of our partners, managers or staff have any direct or indirect financial interest in the City of Alvarado, Texas,' contracts, and no one assigned to the audit is related within a prohibited degree (as defined by nepotism law) to any employee of the City or to any of the Council or Board Members.

PROFESSIONAL RELATIONSHIPS WITH ALVARADO, TEXAS

Pattillo, Brown & Hill has not provided audit services to the City of Alvarado, Texas in the past five (5) years.

LICENSED TO PRACTICE IN TEXAS

All people assigned to supervision positions in your audit will be CPAs licensed to practice in Texas. Also, we are not under the terms of a public or private reprimand by the Texas State Board of Public Accountancy and/or licensing boards of other states.



PROFILE OF PATTILLO, BROWN & HILL, L.L.P.

Pattillo, Brown & Hill, L.L.P. was founded in Waco in 1923 and has been in continuous existence since that time. We are a regional certified public accounting firm with offices in Waco, Temple, Houston and Hillsboro, Texas, and Albuquerque, New Mexico, with over 100 professional personnel. Our government audit department includes 5 partners, 3 managers, 30 professional staff, and 3 administrative staff. **These professionals work exclusively on governmental engagements**. It is our goal to provide **personalized services of the highest quality** to our clients. We have earned a **reputation for professional excellence** through our demonstration of quality work and sound financial advice. Our personnel have devoted many years to developing knowledge in auditing, accounting, and consulting services.

Our **unyielding commitment to client service** has resulted in the growth of our client base, positioning Pattillo, Brown & Hill, L.L.P. between the very large national accounting firms and smaller, locally oriented firms. We **are large enough to have the resources and personnel to resolve** even the most complex accounting or compliance issue, but **small enough to give you the personalized service** that our clients deserve. The City will be a significant and valued client at our Firm.

We have a department within our Firm dedicated to performing governmental audits and providing other consulting services to governmental entities and taking pride in our technical expertise, client relations, and our reputation of valued performance. We have in-depth experience, presently serving over 120 governmental entities. We have performed annual financial and compliance audits for many different municipal governments across the State of Texas.

COMMITMENT TO OUR CLIENTS

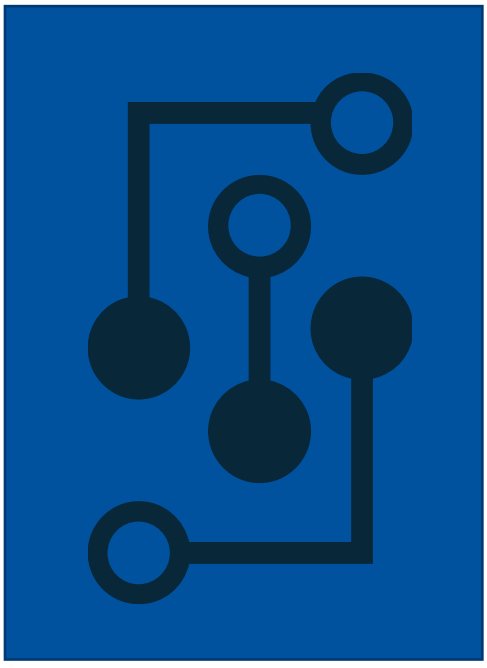
At Pattillo, Brown & Hill, we value all of our clients and put a high priority on customer service. The City of Alvarado, Texas would not just be "another audit" for our firm. We understand that **developing a strong and lasting relationship with your City will benefit our firm** because we are in the business of performing audits of local governments, but we also understand that the benefits of this audit are limited if we do not **provide you with a level of service that exceeds your expectations**.

We also believe that this relationship must be mutually beneficial. Because our client base per partner is much smaller than that of national accounting firms, our partners are much more actively involved with the performance of engagement procedures. Benefits to the City include having more experienced professionals performing the work and greater continuity from year to year. We believe our Firm's foundation is the partner relationship with our clients.

We believe it is essential to **always make our partners available to our clients** during the year. We have found that handling issues throughout the year, instead of only during the audit, makes for a cleaner audit and gives our clients peace of mind to know that the problem or situation has been resolved. Our Firm handles meetings, phone calls, in-house training, and other requests from our clients at all times during the year. Our fee proposal is inclusive of all phone calls and conversations during the year. All that we ask is that some advanced knowledge of large requests be given to accommodate your needs.

Our proposed service team has thorough knowledge of government auditing and extensive experience auditing a variety of entities similar to the City. The **team brings a wealth of experience in auditing Texas cities**, and as such they are well versed in the intricacies of U.S. Government Accountability Office (GAO) Government Auditing Standards, and Uniform Guidance (2CFR200). If awarded the engagement, John K. Manning and a team of experienced professionals will perform the City's audit. As mentioned earlier, our partners are much more actively involved with the performance of engagement procedures than larger national firms.

To maintain the highest quality of technical understanding, each member of our government audit staff annually attends at least 40 hours of technical training directly related to auditing and accounting for local governments. With staff members working exclusively in this specialized field, they are properly equipped by attending specific training for this field and gaining experience relevant to audits of local governments.



CAPABILITY TO AUDIT COMPUTERIZED SYSTEMS

Our information technology audit service consists of a systematic evaluation of your entity's information system security by measuring how well it conforms to a set of established criteria. We typically assess the security of your system's physical configuration and environment, software, information handling processes, and user practices. We have three information technology specialists to assist with any information technology auditing activities. Also, all our audit staff are trained and well versed in computerized systems as they relate to financial processes.

Additionally, our Firm is required to gain an understanding of the internal controls the City has over IT and general computer controls. As a critical system impacting the City's processes, it is important to control the IT processes underlying the City's EDP system.

Our Firm uses a wide range of software including the Microsoft Office Suite, ACL Analytics (data extraction software), Adobe Acrobat and ProSystems fx Engagement. We also utilize Microsoft Access databases and other data extraction and evaluation tools.

We have developed significant resources in the areas of computer applications and system analysis to provide a wide range of services to our clients as outlined below:

- We are familiar with and have experience in auditing systems using a wide range of financial application software. We currently have clients who use Incode, NetData, Munis, JD Edwards, Skyward, HCSS (Hill County Software and Support), GEMS, SMI (Spindle Media) and many other software systems frequently used by government entities.
- A computer consultant from our Firm will be assigned to your audit to aid in technical areas of system controls and procedures. His resume is included in the "Partner, Supervisory, and Staff Qualifications and Experience" section of this proposal. All personnel assigned will be familiar with computerized accounting systems and controls. All experienced personnel receive training specifically in these areas during their development and progression.
- We also use data extraction software to address any specific areas of risk your City might have. We can use this software to evaluate many automated processes that the City uses such as P-card purchases, journal entry processing and issues related to data security and integrity.

COMMITMENT TO GOVERNMENT

Governmental audits continue to be the fastest growing segment of our client base. We are committed to achieving the highest standards in performing quality governmental audits. As evidence of this commitment, our proposed service team includes members of the following organizations:

- AICPA's Governmental Audit Quality Center
- Government Finance Officers Association (national)
- Government Finance Officers Association of Texas
- Special Review Committee of the GFOA
- Texas Association of Regional Councils



Many of our clients have elected to pursue the GFOA's Certificate of Achievement for Excellence in Financial Reporting on a regular basis. In all instances where we have been associated with this pursuit, our client has been awarded the certificate. Additionally, three members of your proposed audit team are currently GFOA Special Review Committee members.

NATIONAL RECOGNITION

Our firm received national recognition from the American Institute of Certified Public Accountants (AICPA) as **an official member of the esteemed G400 group**, as well as being identified as one of the **500 largest in the United States, out of 44,000 in the nation**. As a member of G400, Pattillo, Brown & Hill, L.L.P. will partner with the AICPA to increase our expertise as well as provide feedback and support to the accounting industry and to our valued clients.

In addition to the AICPA's recognition, PB&H is proud to have received the Single Audit Resource Center's (SARC's) Award for Excellence in Knowledge, Value, and Overall Client Satisfaction. This award is to recognize firms that provide outstanding services to their clients and is based on feedback provided to SARC anonymously.

EXTERNAL QUALITY CONTROL REVIEW

As an indication of our commitment to quality, we are a member firm of the National Peer Review Committee (formerly known as the Center for Public Company Audit Firms) Peer Review Program and the AICPA's Governmental Audit Quality Center (GAQC). Our firm has been a member of the peer review program for over 30 years. The GAQC requires member firms to establish policies and procedures specific to the firm's governmental audit practice to comply with the applicable professional standards and Center membership requirements. Additionally, member firms must have their governmental audits selected as part of the Firm's peer review.



We are required to undergo peer reviews every three years. We completed our most recent review in 2025 and received a rating of pass. In addition, we also received no "letter of comments," and therefore achieved the highest possible rating, obtained by only a small percentage of accounting firms across the nation. A copy of our most recent peer review report is included in this proposal. The review included a number of specific government engagements.



DESK AND FIELD REVIEWS

Because of the level of audits that we perform requiring federal and state single audits and the number of clients that we serve receiving federal and state grant assistance, many of our clients have field and desk reviews performed on their audits at least annually. We are not aware of the specific number of these reviews that have been performed on our audits in the last three years, but there are no unresolved questions or findings resulting from the desk reviews. No disciplinary action has ever been alleged, and no action is pending or has been undertaken against the Firm by the SEC, AICPA, Texas State Board of Public Accountancy, other federal or state regulatory agencies or professional organizations.

EXPERIENCE

We have in-depth experience, presently serving over 100 governmental clients, including many cities. Government audits continue to be the fastest growing segment of our client base. We are committed to serving this segment and continue to expand our department and the scope of services offered to governmental organizations. Our clients include many governmental organizations as is evidenced by the partial listing included in this proposal. For fiscal year 2022, approximately 50 of these clients were required to have "Single Audits" performed in accordance with Uniform Guidance (2CFR200). It is noteworthy that our workpapers have been examined in connection with several of these "Single Audits" by representatives of grant and/or cognizant agencies. In almost all circumstances, our supporting workpapers have earned excellent reviews.

VALUE AND EFFICIENCY

We recognize that clients expect the services rendered by their professional accounting firm to go beyond financial statements. We understand the expectations of our clients and welcome the opportunity to serve not only as auditors, but also as advisors. Our approach places substantial emphasis on the need to thoroughly understand your operations. This audit approach allows us to contribute constructive suggestions regarding your internal controls, operating and accounting procedures, and other matters worthy of management's attention.

CLAIMS AND SUITS

Pattillo, Brown & Hill has not failed to complete any work that was awarded to it, and there are not any judgments, claims, arbitration proceedings, or suits pending or outstanding against PB&H or partners. Additionally, PB&H has not filed any lawsuits or requested arbitrations regarding contracts within the last five years.

STAFFING

Pattillo, Brown & Hill recruits statewide to meet its staffing needs. A major source for new staff has been Baylor University, University of Mary-Hardin Baylor, and the University of Texas at Austin. Our staff does, however, come from a variety of schools and universities. Professional turnover rates in the Waco office for the past 24 months have been less than 20 percent.



COMPETENT, EXPERIENCED PERSONNEL

We consider well-trained and experienced professionals to be the single most important element necessary to providing the highest level of service to a client. We believe that we offer our clients a unique blend of technical expertise and responsiveness that is sometimes unavailable from larger firms who may be focused on more sizable engagements. We have identified for the City of Alvarado, Texas an experienced and proven service team. As you can see from the resumes included in this proposal, your audit team will have significant experience serving governmental clients, including cities, and are actively involved in professional organizations that allow us to keep abreast of issues facing governmental organizations.

Pattillo, Brown & Hill, L.L.P. includes members with excellent professional qualifications as evidenced by the following:

- One former member served on the Texas State Board of Public Accountancy.
- One former member is past president of the Texas Society of CPAs.
- Several members are past chairmen, and several are current chairmen or members of Committees of the Texas Society of CPAs including the Society's Government Accounting Standards Comm
- Members are heavily involved in continuing professional education programs sharpening technical skills.
- Our Firm includes members of the Government Finance Officers Association of Texas.
- Active members of the Special Review Committee of the Government Finance Officers Association.

In keeping with our obligation for quality service, we require our professional employees to complete a minimum of qualifying continuing professional education credits annually. We also encourage our personnel to pursue their certification as accountants and then to become actively involved in local and state professional organization activities. Included, as supporting information, is a schedule of resumes covering the qualifications of proposed staff, including partners and seniors who are expected to be used in the performance of this engagement. Each of the resumes indicates an individual's position in our Firm, including their education and type of experience.

QUALIFICATIONS OF ASSIGNED PERSONNEL

Our proposed service team has thorough knowledge of government auditing and extensive experience auditing a variety of entities similar to the City. The team brings a wealth of experience in auditing Texas cities, and as such they are well versed in the intricacies of Generally Accepted Government Auditing Standards, and Uniform Grant Guidance. If awarded the engagement, John K. Manning and a team of experienced professionals will perform the City's audit. As mentioned earlier, our partners are much more actively involved with the performance of engagement procedures than larger national firms. The proposed personnel who will be working on the engagement are as follows:

- **JOHN K. MANNING CPA, Engagement Partner** | **30 years** auditing Texas counties
- **PAULA LOWE, CPA, Concurring Partner** | **25 years** auditing Texas counties
- **CLAYTON ROGERS, CPA, Manager** | **8 years** auditing Texas counties
- **MISHAL MAJEWSKI, CPA, Senior Auditor** | **5 years** auditing Texas counties
- **Staff auditors** with experience working **exclusively on audits of local governments**
- **Don Abel, CISSP, MCP, IT Specialist**

To maintain the highest quality of technical understanding, each member of our government audit staff annually attends at least 40 hours of technical training directly related to auditing and accounting for local governments. With staff members working exclusively in this specialized field, they are properly equipped by attending specific training for this field and gaining experience relevant to audits of local governments.

On the following pages is a summary of the proposed service team members' resumes. All these professionals are employed on a full-time basis. All key audit professionals are certified to practice in the State of Texas. Furthermore, all the proposed professionals have significant experience auditing local governments, including Texas cities.

JOHN K, MANNING, CPA, ENGAGEMENT PARTNER

John will serve as the Engagement Partner and will supervise and direct all our services to the City of Alvarado, Texas. He will serve as the primary client contact for the engagement and will ensure its overall quality. John will ensure appropriate staffing, performance, and timely completion of the engagement.

John is a CPA with 30 years of experience auditing local governments in the State of Texas. His practice is solely devoted to servicing local governments, such as cities, counties, school districts, and other governmental entities. John has had partner and management level responsibility for hundreds of local government clients. He has spoken at regional GFOA meetings statewide, Texas Association of County Auditors Institute and been a TSCPA School District Annual Conference Committee member. John has just recently taught at the Governmental Accounting Academy in Houston, Texas for the Government Finance Officers Association of Texas.

Sample of Governmental Experience

- City of Rosenberg
- City of Richmond
- City of Cleburne
- City of Colleyville
- City of Nacogdoches
- City of Sherman
- City of Pearland
- Town of Flower Mound
- Town of Pantego
- City of Haltom City
- City of Denton
- Town of Prosper
- City of Red Oak
- City of Rowlett

Educational Background

BBA Accounting | University of Mary Hardin-Baylor

Continuing Professional Education

- PB&H Government Accounting & Audit Update 2024
- 2024 Compliance Supplement and Single Audit Update
- DataSnipper Best Practices
- GAQC – 2024 Annual Required GAQC Webcast
- GFOA of Texas Accounting Academy (instructor)
- New GSA Federal Audit Clearinghouse and Related Auditor Tips
- 2023 Compliance Supplement and Single Audit Update
- What Federal Agencies are Finding in Single Audit QCRs
- Reviewing Government Financial Statements
- PB&H Government Accounting and Audit Update 2023
- Building an Action Plan for GASB 96
- GAQC – 2022 Annual Required GAQC Webcast

- GAQC – 2020 State and Local Government Audit Planning Considerations
- GAQC – 2020 Annual Update Webinar
- GAQC – Commonly Asked Yellow Book Questions - 2020
- GAQC – The New Lease Standard – Webinar
- AICPA National Governmental Accounting and Auditing Update Conference
- EdMIS – The New Lease Standard – Webinar
- GFOA Annual Governmental GAAP Update
- Now is the Time for Auditors to Get Ready for the Uniform Guidance Audit Requirements
- GAQC Web Event—Uniform Guidance for Federal Awards
- Audit Sampling in a Single Audit
- Fraud Considerations in a Governmental Audit
- Implementing GASB 68
- Texas Society of CPAs: Texas School District Accounting and Auditing Conference
- OMB Compliance Supplement and Proposed Single Audit Reforms
- Overview of the New GASB Pension Accounting Standards
- AICPA National Governmental Accounting and Auditing Update Conference

Professional Organizations

- American Institute of Certified Public Accountants
- Texas Society of Certified Public Accountants
- Government Finance Officers Special Review Committee
- Gulf Coast Government Finance Officers Association
- Texas Association of School Business Officials
- AICPA Advanced Single Audit Certificate

PAULA LOWE, CPA, CONCURRING PARTNER

Paula will serve as the Concurring Partner and will supervise monitor and address accounting and compliance issues as they might arise. She will serve as an additional client contact for the engagement and will help to ensure its overall quality. Paula is a CPA with 25 years of experience auditing local governments in the State of Texas. She concentrates exclusively on audits of local governments. She has experience auditing municipalities, counties, and Texas school districts. Paula has conducted numerous training seminars within PB&H and for local government organizations across the state.

Sample of Governmental Experience

- City of DeSoto
- City of Columbus
- City of Athens
- City of La Porte
- City of Waxahachie
- City of Highland Village
- City of Caldwell
- City of Bee Cave
- City of Jacksonville
- City of Schertz
- City of North Richland Hills
- City of Friendswood
- City of Westworth Village
- City of Kyle
- City of Weatherford
- City of White Settlement
- City of Bastrop
- City of Glen Heights
- City of Columbus
- City of Rosenberg

Educational Background

BBA Accounting | Texas A&M University

Continuing Professional Education

- AICPA - COVID-19 Auditing in a World of Social Distancing
- AICPA – Risky Business-Conducting Remote Audits in Uncertain Times
- GAQC – 2020 OMB Compliance Supplement and Single Audit Update
- GFOAT – CARES Act Funding & Guidelines for Local Governments
- Crawford & Associates – Government Auditing Standards Annual Update
- Crawford & Associates – GASB Annual Update
- Crawford & Associates – OMB Uniform Guidance Annual Update
- GAQC – 2020 Compliance Supplement and COVID-19 Single Audit Implications
- GAQC – Preparing for you First Single Audit an Auditee Perspective
- GAQC – OMB Supplement Addendum and the Latest COVID-19 Single Audit
- GAQC - Single Audit Lightning Round
- Texas Society of CPAs – Texas School Districting Accounting and Auditing Conference

- AICPA – Governmental Accounting and Auditing Update
- GAQC – Risk Assessment Considerations in a SLG Financial Statement
- GAQC – 2019 State and Local Government Audit Planning Consideration
- EDMIS – Accounting and Reporting Leases as Required by GASB 87
- GFOAT – Spring Institute
- GAQC – GASB Leases: What Preparers & Auditors Need to Know
- GFOA – Note Disclosure and RSI for Pensions and OPEB
- GAQC – Fiduciary Activities: Understanding the Impacts of GASB 84
- GAQC – 2018 Compliance Supplement and Single Audit Update
- AICPA – Integrating Audit Data Analytics into the Audit Process
- GAQC – Annual Update
- Professional Ethics for Texas CPAs
- GAQC – 2021 State and Local Government Audit Planning Considerations
- GAQC GASB's Lease Standard: Are You Ready?
- AICPA Peer Review Update
- Specific New Auditing Standards in SAS 134
- Assets and Liabilities; State and Local Governments
- Government Risk Assessments
- Governmental Accounting and Auditing Update: Building on the Leases Framework
- Governmental Auditing Update: Yellow Book and Uniform Guidance
- 2022 Governmental Entities and Cyber Frauds
- Testing Internal Controls in a Single Audit
- CPA's Guidebook to Ethical Behavior: A CPE Ethics Course for Texas CPAs
- GAQC – GASB Leases and SBITA Standards: Practical Implications and Adoption Challenges
- 2023 OMB Compliance Supplement and Single Audit Update

Professional Organizations

- American Institute of Certified Public Accountants
- Texas Society of Certified Public Accountants
- AICPA Advanced Single Audit Certificate
- Government Finance Officers Special Review Committee
- Texas Association of School Business Officials

CLAYTON ROGERS, CPA, MANAGER

Clayton is a licensed CPA with seven years of experience working solely in the areas of auditing and accounting for public sector entities. As the manager on the engagement, Clayton will monitor and assist the senior auditor during the audit process and will be involved with the day-to-day operations of the engagement. Clayton holds the Advanced Single Audit Certification from the AICPA and is an active member of the Government Finance Officers Association Special Review Committee.

Sample of Public Sector Experience

- City of Denton
- City of Grapevine
- City of Weatherford
- City of Leander
- City of Huntsville
- City of Nacogdoches
- City of DeSoto
- City of Schertz
- City of Terrell
- City of Richmond
- City of Richwood
- City of Highland Village
- City of Hillsboro
- City of Colleyville
- City of El Campo
- City of Palestine
- City of Copperas Cove
- Denton County
- McLennan County
- Walker County
- Harrison County
- Cherokee County
- Bastrop County
- Grimes County
- Medina County
- Van Zandt County
- Rockwall County
- Navarro County
- Orange County
- Grapevine-Colleyville ISD
- Del Valle ISD
- Victoria ISD
- White Settlement ISD
- Midway ISD
- Troy ISD
- Connally ISD
- Cayuga ISD
- Malakoff ISD
- Slocum ISD
- China Spring ISD
- Schertz-Cibolo-Universal City ISD
- Liberty Hill ISD
- Crosby ISD
- Greater Texoma Utility Authority
- Tax Appraisal District of Bell County
- Falls County Appraisal District
- Brazos Central Appraisal District
- Tarrant County 911
- McLennan County 911
- Henderson County 911
- East Texas Council of Governments
- Ark-Tex Council of Governments
- Heart of Texas Council of Governments
  Brazos Valley Council of Governments

Educational Background

BBA Accounting | Tarleton State University

Continuing Professional Education

- Texas Association of County Auditors Academy – 2021 GASB Update
- 2022 Compliance Supplement and Single Audit Update
- Coronavirus State and Local Fiscal Recovery Fund - Accounting and auditing considerations
- GASB 87 Implementation: Accounting and Auditing Considerations
- Debt trends for small and infrequent issuers
- GFOA – navigating the maze of Federal infrastructure funding
- AuditWatch Level 3

- Internal Control and Fraud in the COVID-19 Environment
- Accounting and Auditing for Texas School Districts
- Generally Accepted Auditing Standards Update for SAS 134-140
- Year in Washington: GFOA FLC Update

Professional Certifications

- AICPA Advanced Single Audit Certificate
- Certified Public Accountant

Professional Organizations

- Texas Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Government Finance Officers Association – Special Review Committee

MISHAL MAJEWSKI, CPA, SENIOR AUDITOR

A CPA with four years of experience in auditing and accounting for governmental entities, Mishal Majewski will serve as the senior auditor on the engagement. Each year, Mishal completes at least 40 hours of CPE that directly relates to government auditing, the government environment, or the specific or unique environment in which the audited entity operates.

Sample of Governmental Experience

- Cleburne ISD
- City of Bastrop
- City of El Campo
- Collin County
- Moody ISD
- City of Cleburne
- City of Haltom City
- McLennan County
- Limestone County
- City of Duncanville
- Rockwall County
- Midway ISD
- City of Forney
- Town of Flower Mound

Educational Background

BBA Finance | Baylor University

Continuing Professional Education

- GASB 75 OPEB Implementation: Accounting and Auditing Considerations
- Annual GASB Updates
- Personal and Professional Ethics for Texas CPAs
- Yellow Book Update
- Generally Accepted Auditing Standards Update
- AuditWatch Level 3
- 2020 Compliance Supplement Update
- Advanced Topics in a Single Audit

Professional Certifications

- AICPA Advanced Single Audit Certificate
- Certified Public Accountant

Professional Organizations

- Texas Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Government Finance Officers Association – Special Review Committee

DON ABEL, CISSP, CISA, CRISC, IT SPECIALIST

Don Abel is our Director of Information Systems. He has over 20 years of experience in the Information Systems Field – Project Manager for IT projects, Network Administrator, IT consultant specializing in network security and administration and internal auditing. He is a Network and Security Analyst and auditor. Don will serve as part of the audit team to help determine the effect of information technology on the audit, understand the entity's controls and design, and perform tests of controls and substantive tests. He will assist in determining what we may need from IT staff and their role in the audit and how to leverage IT and risk-based audit procedures to drive audit efficiency.

Certified Information Systems Security Professional (CISSP)

The CISSP certification is a globally recognized standard of achievement that confirms an individual's knowledge in the field of information security. CISSPs are information assurance professionals who define the architecture, design, management, and/or controls that assure the security of business environments. This was the first certification in the field of information security to meet the stringent requirements of ISO/IEC Standard 17024.

Certified Information Systems Auditor (CISA)

The CISA certification is a globally recognized certification in the field of audit, control, and security of information systems. CISA gained worldwide acceptance having uniform certification criteria, the certification has a high degree of visibility and recognition in the fields of IT security, IT audit, risk management, and governance. Vacancies in the areas of IT security management, IT audit or IT risk management often ask for a CISA certification.

Certified in Risk and Information Systems Control (CRISC)

The CRISC certification is awarded by the Information Systems Audit and Control Association and aims to provide a common body of knowledge for information technology/systems risk management, and to recognize the knowledge of enterprise and IT risk that a wide range of IT and Business practitioners have acquired, as well as the capability to: design, implement and maintain information system (IS) controls and to mitigate IS/IT risks.

Educational Background

Business Information Systems | University of Mary-Hardin Baylor



PRIOR ENGAGEMENTS WITH THE CITY OF ALVARADO

In accordance with auditing standards generally accepted in the United States of America, as well as the U. S. General Accounting Officer's Government Auditing Standards (2024 revision), providing prior audit services does not impair our independence. We have not had professional relationships or prior engagements with the City of Alvarado, Texas within the last five years; however, we look forward to the opportunity to serve the City as it's professional audit firm.

SIMILAR ENGAGEMENTS WITH THE CITY OF ALVARDO

Below is a sample of audits performed by our Firm similar to the City of Alvarado, Texas. Please feel free to contact any of the references below as you desire.

City/Engagement Partner	Scope of Work	Fiscal Years	Total Hours	Name/Telephone
City of Nacogdoches, Texas*	Audit and Federal and State Single Audit	2015-2024	550	Todd Simoneaux Nacogdoches, Texas (936)559-2529
City of Richwood	Audit and Federal Single Audit	2020-2024	400	Tricia Ditto Richwood, Texas (979)265-2082
City of Red Oak, Texas*	Audit and Federal Single Audit	2020-2025	600	Tim McRoberts Red Oak, Texas (469)218-1206

*Indicates that CAFR received the GFOA's Certificate of Achievement.

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

Below is a list of various local governments audited by our office:

Cities

- Bastrop
- Forney
- La Porte
- Bee Cave
- Friendswood
- Leander
- Bellmead
- Grapevine
- Weatherford
- Burleson
- Haltom City
- Westworth Village
- Caldwell
- Hewitt
- Windcrest
- Colleyville
- Highland Village
- Marble Falls
- Columbus
- Hillsboro
- Midlothian
- Denton
- Huntsville
- Murphy
- Duncanville
- Jacksonville
- Nacogdoches
- El Campo
- Joshua
- San Marcos
- Fate
- Kennedale
- Terrell
- Flower Mound
- Krum
- DeSoto
- Sherman
- Richmond
- Rosenberg
- Prosper
- White Settlement
- Waxahachie
- Copperas Cove
- Killeen
- Melissa
- Port Arthur
- Granbury
- Port Lavaca
- Jonestown
- Palestine

Counties

- Anderson County
- Jasper County
- Bastrop County
- Jefferson County
- Bowie County
- Kaufman County
- Cherokee County
- Lampasas County
- Collin County
- Limestone County
- Denton County
- McLennan County
- Falls County
- Medina County
- Galveston County
- Navarro County
- Grayson County
- Orange County
- Gregg County
- Robertson County
- Grimes County
- Rockwall County
- Harrison County
- Tom Green County
- Henderson County
- Upshur County
- Hood County
- Wood County
- Burnet County
- Walker County
- Chambers County

School Districts

- Aledo ISD
- Athens ISD
- Axtell ISD
- Bellville ISD
- Belton ISD
- Bosqueville ISD
- Brownsville ISD
- Brownwood ISD
- Bruceville-Eddy ISD
- Buffalo ISD
- Cayuga ISD
- China Spring ISD
- Cleburne ISD
- Connaly ISD
- Coolidge ISD
- College Station ISD
- Corsicana ISD
- Crosby ISD
- Del Valle ISD
- Denison ISD
- Eanes ISD
- Edgewood ISD
- Elgin ISD
- Elkhart ISD
- Fairfield ISD
- Frankston ISD
- Gatesville ISD
- Georgetown ISD
- Granbury ISD
- Grandview ISD
- Grapevine-Colleyville ISD
- Groesbeck ISD
- Hays CISD
- Hillsboro ISD
- Hubbard ISD
- Hudson ISD
- Hutto ISD
- Itasca ISD
- Jacksonville ISD
- Keene ISD
- Kemp ISD
- Lake Travis ISD
- Lancaster ISD
- Liberty Hill ISD
- Llano ISD
- Lockhart ISD
- Lorena ISD
- Malakoff ISD
- McGregor ISD
- Midway ISD
- Moody ISD
- New Braunfels ISD
- Palestine ISD
- Rusk ISD
- Salado ISD
- Schertz-Cibolo-Universal City ISD
- Slocum ISD
- Troy ISD
- Victoria ISD
- White Settlement ISD
- West Orange-Cove CISD

Education Service Centers

- Education Service Center Region 1
- Education Service Center Region 13

Councils of Governments

- Alamo Area Council of Governments
- Brazos Valley Council of Governments
- Concho Valley Council of Governments
- Heart of Texas Council of Governments
- Houston-Galveston Area Council
- Permian Basin Regional Planning Commission

MHMR Centers

- The Harris Center for Mental Health and IDD
- Heart of Texas Region MHMR Center

SPECIFIC AUDIT APPROACH

We believe that a long-term professional relationship must be mutually beneficial to be of lasting value to either party. In the end, regardless of the amount of the fee, you are paying too much if you are not satisfied with the value or quality of service you received or the individuals who provide that service. Our goal in serving the City of Alvarado, Texas will be to deliver timely, responsive service that meets your needs, exceeds your expectations, and produces value that exceeds our fees. We have achieved that goal by serving numerous clients, and we fully expect to achieve it in serving you.

This audit engagement will include an examination of all general operations, programs, and grants of the City in accordance with Generally Accepted Government Audit Standards, the provisions of the federal Single Audit Act of 1984 (as amended in 1996), Uniform Guidance (CFR200), and, if applicable, the State of Texas Uniform Grant Management Standards. The audit period is October 1, 2025, through September 30, 2026.

Our audit plan will be based on the risk assessment performed and impacted by key processes identified. This audit plan would cover the 2026 audit and would be revised in subsequent years based on changes to the City. An outline of these general procedures is as follows:

- Gather information about the entity and its environment that may be relevant in identifying risks of materials misstatement of the financial statements.
- Gather information to understand and evaluate the design and implementation of the entity's internal control system.
- Synthesize the information gathered, identify risks (both overall and specific risks) that could result in material misstatements of the financial statements, and develop an overall audit strategy.
- Assess the risks of material misstatement of the entity's financial statements after evaluating the entity's programs and controls.
- Develop appropriate responses (further audit procedures) to the risks identified considering the overall audit strategy and planning materiality.

SPECIFIC WORK PLAN

Our audit approach consists of four key phases: preliminary audit planning, interim fieldwork, audit fieldwork, and final review and audit conclusion.

Preliminary Audit Planning

Preliminary audit planning will be performed each year prior to the beginning of on-site fieldwork. In this phase of the engagement, our firm will perform the following procedures:

- We will establish the terms of the engagement by issuing the City an engagement letter.
- We will review the prior year engagement workpapers and financial statements to determine an initial audit strategy.
- Perform an initial assessment of risk based on the City's control environment.
- Determine nature, timing, and extent of risk assessment procedures to be performed during interim fieldwork.
- Determine planning materiality.
- Partner/Audit Manager will meet with the Finance Director about engagement details such as audit scheduling and auditor/auditee responsibilities.
- We will communicate with the Audit Committee/management about our initial audit plan and obtain any information they might provide about identified audit risks and other concerns.

Interim Fieldwork

Interim fieldwork will be performed each year primarily on-site at the City's facilities. We will perform the following procedures in this phase of the engagement:

- We will review and document our understanding of the City's centralized and decentralized accounting processes and will also evaluate the City's use of accounting software and overall information technology (IT) framework and internal controls.
- We will gain an understanding of the City's operations by reviewing, documenting, and evaluating internal controls related to significant transaction classes and operating processes.
- We will gain an understanding of the City's significant operating relationships concerning component units and joint ventures, if applicable.
- We will perform a preliminary analysis of the City's federal and state grant awards and gain an understanding of the internal controls the City has in place for compliance with federal and state laws and regulations.
- Perform preliminary analytical procedures and document their effect on the audit plan.
- We will finalize our initial audit strategy and communicate with the City about specific documentation we will require for audit fieldwork.
- We will gain an understanding of the City's significant contractual relationships and evaluate the potential impacts of those contracts on the financial statements.

Audit Fieldwork

Audit fieldwork will be performed after year-end closing and will include a majority of the substantive testing to be performed during the engagement, including:

- Perform substantive tests of account balances, tests of controls, if necessary, and detailed analytical procedures.
- Perform tests of controls and compliance over major federal and/or state programs in accordance with Uniform Grant Guidance and the State of Texas Uniform Grant Management Standards.
- Complete fieldwork documentation.
- Draft financial statements and other reports, if applicable.
- Discuss audit findings and adjusting entries management.

Final Review and Audit Conclusion

This phase of the engagement will begin as audit fieldwork concludes. Activities to be completed during this phase of the engagement include:

- Perform final analytical review and document effect on audit conclusion.
- Evaluate the effects of past adjustments.
- Evaluate contingencies, subsequent events, and obtain legal representations.
- Review workpapers including a detailed review by the audit manager, engagement partner, and technical reviewer.
- Provide single audit report and other materials to the management for review.
- Communicate any significant deficiencies, material weaknesses, or other management comments.
- Present reports to Audit Committee and/or City Council.
- Maintain the confidentiality, safe custody, integrity, accessibility and retrievability of the workpapers.
- Assemble and retain the workpapers for a sufficient period of time (subject to monitoring review).

PROPOSED STAFF/HOURS FOR EACH SEGMENT

	Partner	Manager	Senior	Staff	Total
Risk Assessment	2	3	32	25	62
Single Audit	2	2	40	35	79
Cash and Investments	1	2	12	25	40
Receivables	1	2	8	6	17
Capital Assets	2	3	16	35	56
Accounts Payable	1	2	5	12	20
Accrued Liabilities	1	1	4	5	11
Long-term Liabilities	1	3	40	8	52
Net Position/Fund Balance	1	1	3	1	6
Revenues	2	3	20	19	44
Expenditures	1	3	20	19	44
	15	**25**	**200**	**190**	**430**

Tentative Audit Schedule

Task	Estimated Time Period
Detailed audit plan presented to the City's finance team	August 3, 2026
Completion of interim work for the FY 26 audit	September 11, 2026
Fieldwork for FY 26 audit	November 30-December 18, 2026
Planning Meeting and Communication Protocols for ACFR Presentation	January 8, 2027
File and Present ACFR to City Council at the regularly scheduled meeting	February 2027

AUDIT SAMPLING

Our audit procedures include use of non-statistical sampling. Sampling will be performed for our tests of internal controls, compliance, and financial statement amounts, utilizing approaches representative of populations tested. The extent to which we apply detailed audit procedures and sampling is based on materiality, evaluation of audit risks and internal controls and the characteristics of items comprising the account balance or class of transactions. Because our sample sizes are affected by many variables, a statement about sample sizes cannot be made in absolute terms. However, in practice, sample sizes usually begin with 40 for single audit tests of controls in order to plan the audit to obtain a low level of control risk.

DETERMINING LAWS AND REGULATIONS THAT WILL BE TESTED

Our consideration of audit risk in planning a governmental engagement is essentially an evaluation of the inherent risk of material errors or fraud in the government's financial statements. We will obtain an understanding of the possible financial statement effects of laws and regulations that have a direct and material effect on the determination of financial statement amounts and assess the audit risk associated with possible violations of such laws and regulations. We will consider laws and regulations that are generally recognized to have a direct and material effect on the determination of financial statement amounts.



Municipalities may be affected by many laws or regulations, including those related to securities trading, occupational safety and health, food and drug administration, environmental protection, equal employment and price fixing, or any other antitrust violations. If specific information comes to our attention that provides evidence concerning the existence of possible illegal acts that could have a material indirect effect on the financial statements, we will apply audit procedures specifically directed at ascertaining whether an illegal act has occurred.

PRELIMINARY ANALYTICAL PROCEDURES

Analytical procedures will be used in general planning to improve our understanding of the City's operations and to identify audit areas for increased attention. These procedures will be applied to assist in planning the nature, timing, and extent of other auditing procedures. These procedures will include comparisons of account balances between accounting periods, ratio, and trend analysis to improve our understanding of the City and its operations and to identify critical audit areas.

Preliminary analytical procedures will include, at a minimum, a comparison of current account balances to similar amounts in the prior annual period's financial statements and the current period's budget. Additionally, we believe a thoughtful consideration of expected relationships among account balances and periods by an experienced auditor is far more important than a mechanical comparison. We will consider these relationships and bring to bear other knowledge about the City and its operations.

ANALYTICAL PROCEDURES AS SUBSTANTIVE TEST

Our reliance on substantive tests to achieve an audit objective related to a particular assertion may be derived from tests of details, from analytical procedures, or from a combination of both. For some assertions, analytical procedures are effective in providing the appropriate level of assurance. For other assertions, however, analytical procedures may not be as effective or efficient as tests of details in providing the desired level of assurance. The expected effectiveness and efficiency of an analytical procedure in identifying potential misstatements depends on, among other things, the predictability of the relationship and the availability and reliability of the data used to develop the expectation.

ANALYTICAL PROCEDURES USED IN THE OVERALL REVIEW

The objective of analytical procedures used in the overall review stage of the audit is to assist us in assessing the conclusions reached and in the evaluation of the overall financial statement presentation. The overall review would include reading the financial statements and notes, considering the adequacy of evidence gathered in response to unusual or unexpected balances identified in planning the audit or during the audit and unusual or unexpected balances, relationships that were not previously identified. Results of an overall review may indicate that additional evidence may be needed.

PERFORMANCE OF SUBSTANTIVE PROCEDURES

Substantive audit testing will be performed in areas where the effectiveness of process controls does not reduce risk to a relatively low level, or where substantive testing is more efficient.

EVALUATION OF INTERNAL CONTROLS

Our audit plan will be based on the risk assessment performed and impacted key processes identified. This audit plan would cover the 2026 audit and would be revised in subsequent years based on changes to the City of Alvarado. For each key process included in the audit plan, we will perform the following audit work:

- Understand the accounting process in depth, including significant process controls in place to mitigate risk.
- Test significant control points to determine if controls are operating as designed.
- Compare processes and controls to “best practices” to determine their effectiveness.
- Report to management on the effectiveness of processes.
- Determine whether any residual audit risk remains and whether substantive audit tests are required.

Substantive audit testing will be performed in areas where the effectiveness of process controls does not reduce risk to a relatively low level, or where substantive testing is more efficient.

Our Firm is required to gain an understanding of the internal controls the City has over IT and general computer controls. As a critical system impacting the City's processes, it is important to control the IT processes underlying the City's EDP system. The key is to ensure that only managed and authorized changes and access to the functionality and data is allowed. The IT General Computing controls are focused on change management, access security, and computer operations areas. At a high level, the change management process ensures that all changes to the systems go through a standardized process, whereby they are approved and tested by appropriate officials before being deployed in the City's operating environment. The access-security process ensures that only authorized individuals have appropriate access to the systems and underlying data. It also ensures that security layers (database, operating system, application, physical access to the servers, internal and external network layers) are appropriately controlled to avoid unauthorized access. The computer operations process ensures that back-end jobs are monitored and controlled. It also ensures that backups and recovery procedures are in place to be able to recover in case of rollback or disaster situations.

To achieve effective monitoring and auditing of the EDP system, with respect to IT General Computing Controls, it is necessary to extract the following from the system:

- System log of changes (application, database, reports)
- System log of access changes (end user, administrative – application and database)
- System log of changes to key configurations

The majority of EDP systems struggle, without an add-on module or third-party system, to be able to provide one or more of the details mentioned above. An alternative is to work closely with your IT Department to write custom scripts and extract data for these items.

SCOPE OF WORK TO BE PERFORMED

Pattillo, Brown & Hill, L.L.P. will express an opinion on the fair presentation of the basic financial statements, as well as the combining and individual fund financial statements in conformity with generally accepted accounting principles.

We will audit the basic financial statements, consisting of the government-wide statements and combining and individual fund financial statements for all fund types, including major and non-major funds. We will provide an "in-relation-to" statement on the combining and non-major fund type statements and supplementary schedules, based on the auditing procedures applied during the audit of the basic financial statements. We will not be required to audit the introductory or statistical section of the report; these sections will remain unaudited.

Our firm will perform certain limited procedures involving the management discussion and analysis, and required supplementary information required by the Governmental Accounting Standards Board, as mandated by generally accepted auditing standards.

Additionally, we will audit the information contained in the schedule of expenditures of federal and state awards when appropriate. This information will be subjected to the auditing procedures applied in the audit of the basic financial statements and in accordance with U.S. Government Accountability Auditing Standards, the Single Audit Act as amended in 1996, Uniform Guidance (2CFR200) and the State of Texas Uniform Grants Management Standards. If required, we will provide an opinion on the fair presentation of the schedule of expenditures of federal and state awards in relation to the basic financial statements taken as a whole.

STANDARDS TO BE FOLLOWED

The audit will be performed in accordance with:

- Generally accepted auditing standards, as adopted by the membership of the American Institute of Certified Public Accountants
- Standards for financial audits set forth in the U.S. Government Accountability Office (GAO) Government Auditing Standards (2024)
- Financial reporting standards as adopted by the Governmental Accounting Standards Board (GASB); and the Government Finance Officers Association to meet the requirements for the Certificate of Achievement for Excellence in Financial Reporting
- Provisions of Uniform Guidance (2CFR200), and/or the State of Texas Uniform Grant Management Standards (UGMS)
- Audit and Accounting Guide for State and Local Governments
- State and Federal laws or regulations
- An examination for compliance with procedures established by City Charter and City Ordinances.



REPORTS TO BE ISSUED

Following the completion of the audit of the fiscal year's financial statements, we will issue all reports currently required by State and Federal grantors, American Institute of Certified Public Accountants, Governmental Accounting Standards Board (GASB), and any other regulatory agencies.

In the required reports on internal controls, we will communicate any reportable conditions found during the audit to the City Administrator. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the reports on internal controls.

A report shall also be issued on the supplementary schedule of federal and state financial assistance programs and the internal control structure used in administering those funds.

We will make an immediate, written report of all irregularities and illegal acts of which they become aware to the City Administrator and Finance Director.

We agree to provide the City with information relating to regulation changes that would affect the City and its operation, such as timely notification of changes proposed or initiated by GASB, or GAO.

Additionally, we will present the comprehensive annual financial report at the February or March council meeting and inform the City and Council of each of the following, and any other item as required by the regulatory agencies as noted above:

1. The auditor's responsibility under generally accepted auditing standards and government auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Our judgement about the quality of the City's accounting principles.
6. Other information in documents containing audited financial statements.
7. Disagreements with management.
8. Management consultation with other accountants.
9. Major issues discussed with management prior to retention.
10. Difficulties encountered in performing the audit.
11. Confirmation of independence.
12. Independence-related relationships between the firm and the City.



IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

It is of utmost priority to ensure your service team professionals are current with developments in industry practices, accounting releases, and auditing requirements. In addition to a highly communicative environment and industry-specific training programs, the following facilitates our efforts in this regard:

- Our service team understands the issues relevant to municipalities. The combination of our Firm's resources, level of partner involvement and experienced team members provides an excellent service team of professionals capable of servicing the City's needs.
- To facilitate meeting your expectations and deadlines, we will meet with you during the planning phase of the engagement to obtain an understanding of the assistance the City will provide in performing the audit.
- Regular communication will be ongoing with City personnel, allowing for timely knowledge of significant matters as they arise. When we learn of matters the City may not be aware of, we will be active in conveying relevant information. Regular progress meetings will be scheduled with City personnel at times suitable to City staff.
- We are very much aware of federal and state grant requirements and accounting requirements affecting audits of municipalities. As with other issues that may arise, we will work with the City throughout the year to achieve the appropriate resolution. Our resources throughout the Firm, which continue to build in our government practice, will be utilized as appropriate.

Name of Firm: Pattillo, Brown & Hill, L.L.P.

Certification that the person signing this proposal is an authorized agent of the proposing firm entitled to represent the Firm, empowered to submit this bid, and authorized to sign a contract with the City of Alvarado, Texas.

So Certified

Name: John K. Manning, CPA
Title: Partner
Signature: 

Date: March 27, 2026

FINANCIAL STATEMENT AUDIT

	Hours	Hourly Rate ($)	Total
Partner	15	300	$4,500
Manager	25	180	4,500
Supervisory	200	120	24,000
Staff	190	90	17,100
			$50,100
Out of Pocket Expenses			$1,300
Total			$51,400

RATES FOR ADDITIONAL SERVICES

Our stated fees include all out-of-pocket expenses and will not be exceeded unless significant, new audit, accounting or regulatory requirements are imposed. We would discuss those factors prior to any audit work being performed.

There will be no additional costs billed under this engagement. If it should become necessary for the City to request us to render any additional services to either supplement the services requested in this request for proposals, or to perform additional work as a result of the specific recommendations included in any report issued during this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City and PB&H, and shall be performed at the same rates set forth below.

Partner	$300
Manager	$180
Senior	$120
Staff	$90

The rates are open for discussion and will depend upon the requested task. We would not start work or begin billing for work until we had agreed to the rates and terms with the City.

MANNER OF PAYMENT

Pattillo, Brown & Hill, L.L.P. accepts the preferred payment terms stated in the City's RFP.



ERICKSEN KRENTEL LLP
CERTIFIED PUBLIC ACCOUNTANTS • CONSULTANTS

Report on the Firm's System of Quality Control

December 12, 2025

To the Partners of Pattillo, Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2025. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including compliance audits under the Single Audit Act; an audit of an employee benefit plan; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo, Brown & Hill, LLP in effect for the year ended May 31, 2025, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Pattillo, Brown & Hill, LLP has received a peer review rating of *pass*.

Ericksen Krentel, LLP

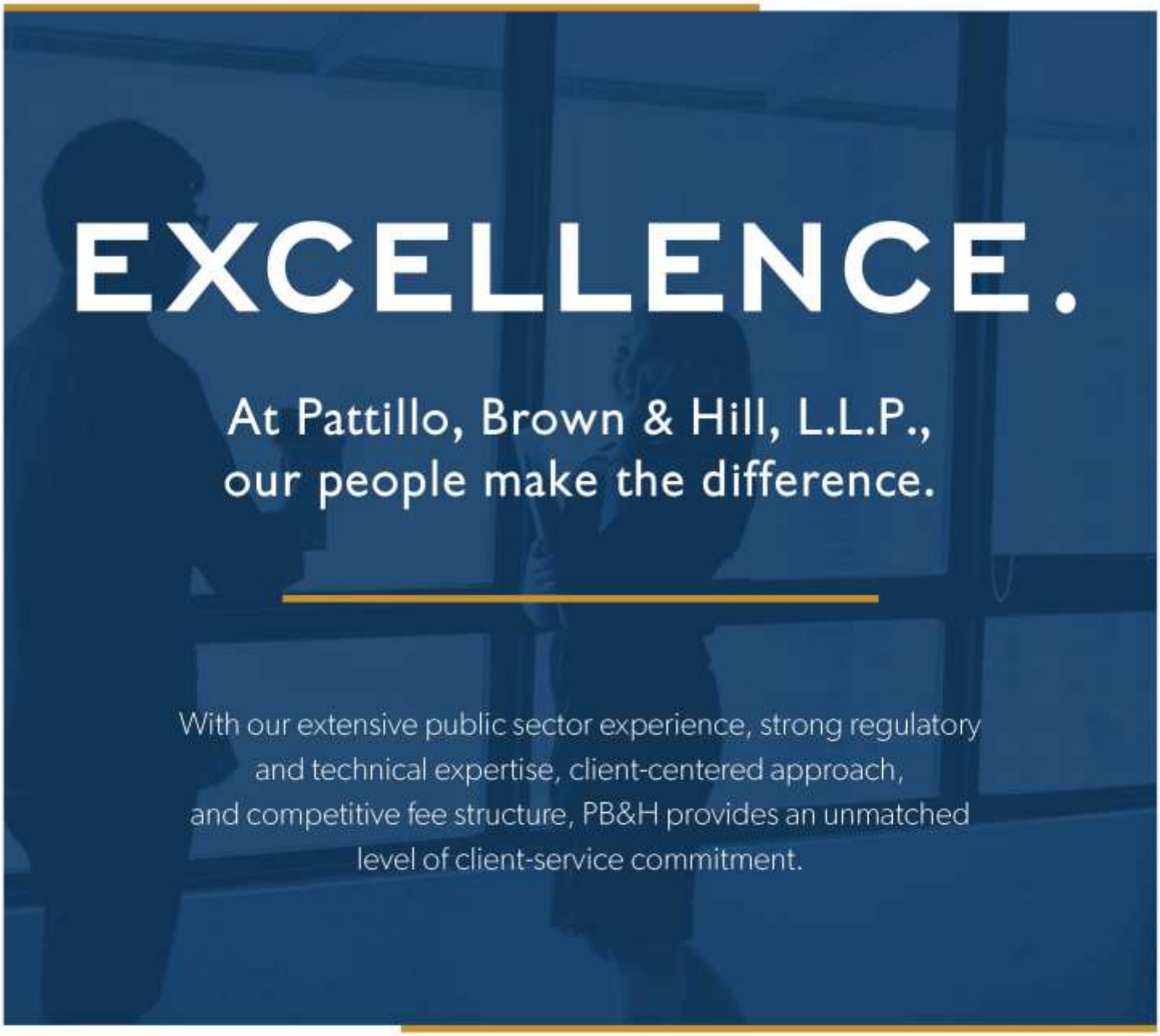
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QUALITY AUDIT & ACCOUNTING SERVICES

City Council Management Report
Meeting Date: 5/18/2026
Contact: Laura Cox, Chief Financial Officer

AGENDA ITEM:
Presentation and discussion regarding properties acquired by the City through tax foreclosure sales and options for sale. (Cox)

BACKGROUND & FINDINGS:
Alison Callison, Attorney, with Perdue Brandon Fielder Collins & Mott LLP, will be present to discuss the properties acquired by the City through tax foreclosure sales and resale options available to the City.

FINANCIAL IMPACT:
None. Discussion only.

RECOMMENDATION:
Provide guidance to staff.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
None

City Council Management Report
Meeting Date: 5/18/2026
Contact: Donielle Suber, Director of Administrative Services

AGENDA ITEM:
Public Hearing, Consideration and action on Ordinance 2026-0010 levying assessments for the costs of certain improvements to be provided in the Alvarado 215 Public Improvement District Improvement Area # 1 Project; fixing a charge and lien against all properties within Improvement Area # 1 of the District, and the owners thereof; providing for the manner and method of collection of such assessments; making a finding of special benefit to property in Improvement Area # 1 of the District; approving a service and assessment plan; providing a severability clause; and providing an effective date (Lennar/Valor approving the SAP) (Suber)

BACKGROUND & FINDINGS:

The Alvarado 215 Public Improvement District (PID) was created in accordance with Chapter 372 of the Texas Local Government Code to help fund public infrastructure improvements within the authorized improvement areas of the PID. These improvements include water, wastewater, storm drainage, roadway, and landscape improvements, along with other related soft costs. The proposed ordinance approves the Service and Assessment Plan, which outlines the project costs, assessment amounts, and collection process for properties (Improvement Area #1 and the Future Improvement Area) within the authorized improvement area and will serve as the governing document for the PID.

FINANCIAL IMPACT:
Approval of the ordinance will allow the City to collect assessments within Improvement Area #1 of the Alvarado 215 Public Improvement District (PID) to help pay for eligible public infrastructure improvements, administrative costs, and any related debt obligations, as outlined in the approved Service and Assessment Plan.

RECOMMENDATION:
Staff recommends City Council approve Ordinance No. 2026-0010, levying assessments for Improvement Area #1 of the Alvarado 215 Public Improvement District (PID) and approving the associated Service and Assessment Plan for Alvarado 215 (Lennar/Valor development).

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Assessment Ordinance 215 (May 18 2026)
2. Alvarado 215 PID SAP - v2.0

CERTIFICATE FOR ORDINANCE

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

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

1. The City Council of said City convened in a regular meeting on May 18, 2026, via conference call, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Jacob Wheat; Mayor	Carrie Keeton; Ward 1 Place 1
Beverly Short; Ward 1 Place 4	Cherry Bryant; Ward 2 Place 5
Lydia Moon; Ward 2 Place 2	Scott Arthur; Ward 3 Place 6
Kevin Thomas; Ward 3 Place 3	

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

ORDINANCE LEVYING ASSESSMENTS FOR THE COSTS OF CERTAIN IMPROVEMENTS TO BE PROVIDED IN THE ALVARADO 215 PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA # 1 PROJECT; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN IMPROVEMENT AREA # 1 OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN IMPROVEMENT AREA # 1 OF THE DISTRICT; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

AYES: ___ NOES: __ ABSTAIN: __

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

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

SIGNED AND SEALED ON MAY 18, 2026.

_____
Mayor
City of Alvarado, Texas

_____
City Secretary
City of Alvarado, Texas

(CITY SEAL)

ORDINANCE NO. 2026-[_____]

ORDINANCE LEVYING ASSESSMENTS FOR THE COSTS OF CERTAIN IMPROVEMENTS TO BE PROVIDED IN THE ALVARADO 215 PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA # 1 PROJECT; FIXING A CHARGE AND LIEN AGAINST ALL PROPERTIES WITHIN IMPROVEMENT AREA # 1 OF THE DISTRICT, AND THE OWNERS THEREOF; PROVIDING FOR THE MANNER AND METHOD OF COLLECTION OF SUCH ASSESSMENTS; MAKING A FINDING OF SPECIAL BENEFIT TO PROPERTY IN IMPROVEMENT AREA # 1 OF THE DISTRICT; APPROVING A SERVICE AND ASSESSMENT PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Subchapter A of Chapter 372 of the Texas Local Government Code (the "*Act*") authorizes the governing body (the "*City Council*") of the City of Alvarado, Texas (the "*City*") to create public improvement districts; and

WHEREAS, a petition (the "*Petition*") was submitted and filed with the City Secretary of the City (the "*City Secretary*") pursuant to the Act, requesting the creation of a public improvement district located within the corporate limits of the City to be known as "Alvarado 215 Public Improvement District" (the "*PID*" or "*District*"); and

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

WHEREAS, the City adopted a resolution accepting the Petition and calling a public hearing on the creation of the District; and

WHEREAS, after due notice, the City Council held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the Act and, on the same date the City Council made the findings required by Section 372.009(b) of the Act and, by resolution adopted by the City Council, authorized and created the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, following the adoption of said resolution, the City published notice of its authorization and creation of the District in a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within twenty days after the date of publication of such notice; and

WHEREAS, the City, pursuant to Section 372.0l6(b) of the Act, published notice of a public hearing in a newspaper of general circulation in the City where the proposed improvements are to be undertaken to consider the proposed "*Assessment Roll*" and the Service and Assessment Plan ("*Service and Assessment Plan*") and the levy of the "*Assessments*" on property in Improvement Area # 1 of the District; and

WHEREAS, the City, pursuant to Section 372.0l6(c) of the Act, mailed notice of the public hearing to consider the proposed Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in Improvement Area # 1 of the District to the owners of the property liable for the Assessments; and

WHEREAS, the City Council convened the public hearing on May 18, 2026, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Service and Assessment Plan, the Assessment Roll, and the Assessments (as defined in the Service and Assessment Plan), and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of costs of the Improvement Area # 1 Improvements, the purposes of the Assessments, the special benefits of the Assessments, and the penalties and interest on Annual Installments and on delinquent Annual Installments of the Assessments; and

WHEREAS, at the public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of costs of the Improvement Area # 1 Improvements, the Assessment Roll, or the levy of the Improvement Area # 1 Assessments; and

WHEREAS, the City Council and the City staff have been presented a final Service and Assessment Plan relating to the Improvement Area # 1 Improvements and including the assessment roll attached thereto for the Assessments (the "*Assessment Roll*"), a copy of which Service and Assessment Plan is attached hereto as Exhibit A and is incorporated herein for all purposes; and

WHEREAS, the Service and Assessment Plan sets forth the estimated total costs of the Improvement Area # 1 Improvements and the Assessment Roll for Improvement Area # 1, attached to the Service and Assessment Plan and states the Assessments to be levied against each parcel of land for the Improvement Area # 1 Improvements as determined by the method of assessment chosen by the City;

WHEREAS, the owners (the "*Landowners*") of the privately-owned and taxable property located in Improvement Area # 1 of the District, and who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the final Service and Assessment Plan, of the Assessment Roll, this Ordinance, and their approval of the levy of the Assessments against property located within Improvement Area # 1 of the District, and their agreement to pay the Assessments when due and payable and requested that the City file the Service and Assessment Plan and Assessment Roll in the real property records of Johnson County;

WHEREAS, and after considering the information, materials, evidence, and testimony offered to the City Council prior to and at the public hearing, the City Council has determined that it promotes the interests of the City to adopt and approve this Ordinance;

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

Section 1. All matters stated in the preamble of this Ordinance are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety. Unless otherwise defined in this Ordinance, capitalized terms used in this Ordinance shall have the meanings given to them in the Service and Assessment Plan for the District. All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance: (i) have been taken and performed in compliance with the Act and all other applicable laws, policies, and procedures; (ii) have been taken and performed in a regular, proper, and valid manner; and (iii) are approved and ratified.

Section 2. The Service and Assessment Plan attached as ***Exhibit A*** to this Ordinance is approved and adopted by the City Council as the "service plan" for Improvement Area # 1 of the District as required by Section 372.013 of the Act, the "assessment plan" for Improvement Area # 1 of the District as required by Section 372.014 of the Act, and the "assessment roll" for Improvement Area # 1 of the District as required by Section 372.016 of the Act. The Service and Assessment Plan has been reviewed by the City Council and is hereby approved and adopted. The Service and Assessment Plan for the District shall be updated annually as required by the Act.

Section 3. The costs of the Improvement Area # 1 Improvements are hereby assessed and levied against the Improvement Area # 1 Assessed Property as an assessment against the benefitted property as set forth in the Service and Assessment Plan for Improvement Area # 1 of the District. The Service and Assessment Plan for Improvement Area # 1 of the District and the Assessments are effective upon the effective date of this Ordinance.

Section 4. (a) The levy of the Assessments for a portion of the costs of the Improvement Area # 1 Improvements shall be effective on the date of adoption of this Ordinance levying such assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(b) The apportionment of the costs of the Improvement Area # 1 Improvements to be assessed against the Improvement Area # 1 Assessed Property within the District shall be as set forth in the Service and Assessment Plan.

(c) The Assessments and Annual Installments shall be collected, administered and may be reallocated, and the costs of improvements paid, as set forth in: (i) this Ordinance; (ii) the Service and Assessment Plan; and (iii) any ordinance, resolution, bond indenture or agreement approved by the City Council.

(d) Each Assessment may be paid in a lump sum or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall accrue and bear interest at the rate specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be due and payable and shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) Assessments and the interest thereon shall be deposited as and when received by the City into a separate fund to be used to pay the costs incurred for the Improvement Area # 1 Improvements, including debt service on Bonds issued to pay the costs of the Improvement Area # 1 Improvements, and the establishment of each such fund is hereby approved.

(h) The Annual Installments shall be reduced to equal the actual costs of repaying the related series of Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as tax increment revenues and interest income on account balances.

Section 5. Based on information, materials, evidence, and testimony available to or provided to the City Council, the City Council has found and determined that the Assessments: (i) have been levied in accordance with the Act based solely on the special benefits conferred on the Improvement Area # 1 Assessed Property by the Improvement Area # 1 Improvements; (ii) have been levied based on the enhanced value of the Improvement Area # 1 Assessed Property as a result of the Improvement Area # 1 Improvements; (iii) have taken into consideration reasonable classifications and formulas to allocate the costs of the Improvement Area # 1 Improvements; (iv) impose equal shares of the costs of the Improvement Area # 1 Improvements on property similarly benefited; (v) are in amounts necessary to pay the costs of the Improvement Area # 1 Improvements; and (vi) will continue for the period of time necessary to retire the Bonds issued to construct the Improvement Area # 1 Improvements. The City Council further finds and determines that the Improvement Area # 1 Assessed Property is benefited by the Improvement Area # 1 Improvements in an amount that equals or exceeds the Assessment against the Improvement Area # 1 Assessed Property and that the Assessment is otherwise just and equitable. The findings and determinations by the City Council represent the discretionary exercise by the City Council of its legislative and governmental authority and power.

Section 6. The City Council and the Landowner(s) intend for the obligations, covenants, and burdens on the landowners of the Improvement Area # 1 Assessed Property, including without limitation such Landowner(s)' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants running with the land. The Assessments and Annual Installments thereof which are levied hereby shall be binding upon the Landowner(s), as the owners of the Improvement Area # 1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Assessment shall have a lien priority as specified in the Service and Assessment Plan and the Act.

Section 7. This Ordinance incorporates by reference all provisions and requirements of the Act. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, 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 Ordinance; and the City Council hereby declares it would have passed such remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 8. The City Secretary is directed to cause a copy of this Ordinance, including the Assessment Roll for Improvement Area # 1 of the District, to be recorded in the real property records of Johnson County. Copies of the Service and Assessment Plan and any updates thereto may be obtained or viewed in the City Secretary's Office located at Alvarado City Hall, 2000 E Alvarado Drive, Alvarado, TX 75407.

Section 9. This Ordinance shall take effect immediately from and after its passage and it is accordingly so ordained.

PASSED, APPROVED AND ADOPTED on MAY 18, 2026.

ATTEST: _____
Jacob Wheat; Mayor

_____
Bobbie Jo Taylor; City Secretary

[CITY SEAL]

STATE OF TEXAS §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the _____ day of _____, 2026 by Jacob Wheat and Bobbie Jo Taylor, the Mayor and City Secretary, respectively, of the City of Alvarado, Texas on behalf of said City.

_____
Notary Public, State of Texas

(Notary Seal)

EXHIBIT A

ALVARADO 215 PUBLIC IMPROVEMENT DISTRICT
(IMPROVEMENT AREA # 1 PROJECT) SERVICE AND ASSESSMENT PLAN

(see attached)

ALVARADO 215
PUBLIC IMPROVEMENT DISTRICT

ALVARADO, TEXAS

SERVICE AND ASSESSMENT PLAN

May 18, 2026

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

ALVARADO 215
PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On July 18, 2022, the City Council of the City of Alvarado, Texas (the "City Council") passed and approved a resolution (the "Creation Resolution") approving and authorizing the creation of the Alvarado 215 Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements in phases as the property is developed. As described here in, Assessments will be imposed on the parcels that receive a special benefit from the Authorized Improvements (as defined herein).

Chapter 372 of the Texas Local Government Code, as amended, the "Public Improvement District Assessment Act" (the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. This Alvarado 215 Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. Section 372.013 of the PID Act requires a service plan to "(i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in the Creation Resolution and Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is included as Appendix G of this Service and Assessment Plan and additional Assessment Rolls may be added to this Service and Assessment Plan in the future. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, and (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the up to 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) invoicing, paying redeeming, and servicing payment on the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee

fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other PID consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the City Manager, city staff, or any person or firm specifically designated by the City, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel of Assessed Property, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix G or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Delinquency and Prepayment Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the fourth paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the Parcels that benefit from the Authorized Improvements to be and on which Assessments have been imposed as shown in the Assessment Roll (as each Assessment Roll is updated each year by the Annual Service Plan Update). Assessed Property includes all Parcels shown on the Assessment Rolls and excludes Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council levying the Assessments against the Assessed Property.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

"Assessment Roll" means, as applicable, the Improvement Area #1 Assessment Roll, or any other future Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act and approved by the City Council.

"Authorized Improvements" mean those public improvements, including Major Improvements and Improvement Area #1 Improvements, described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Alvarado, Texas.

"County" means Johnson County, Texas.

"Delinquency and Prepayment Reserve" is the account funded from the Additional Interest Component of the Annual Installments and to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs as set forth in Section V.G of this Service and Assessment Plan.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means, Lennar Homes of Texas Land and Construction Ltd, a Texas limited liability company.

"Development Agreement" means that certain Development Agreement among 215/67/Alvarado, LLC, a Wyoming limited liability company, and the City of Alvarado, Texas approved by the City on April 6, 2022, as partially assigned to Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, pursuant to that certain Partial Assignment and Assumption of Development Agreement, dated November 6, 2024, and as may be amended from time to time.

"Equivalent Units" means, as to any Parcel, the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Improvement Area(s)" means Improvement Areas that are fully developed after Improvement Area #1, as such areas are generally depicted and described in Appendix A.

"Future Improvement Area Improvements" means those Authorized Improvements associated with any Future Improvement Area(s).

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowner's Association.

"Improvement Area" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within an Improvement Area will be assessed for Authorized Improvements (or the portion thereof) designated in an update to this Service and Assessment Plan that specially benefit the Parcels within the Improvement Area.

"Improvement Area #1" means the initial improvement area to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

"Improvement Area #1 Assessed Property" means all Parcels within Improvement Area #1 other than Non-Benefited Property and shown in the Improvement Area #1 Assessment Roll against which an Assessment relating to the Improvement Area #1 Projects is levied.

"Improvement Area #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Projects.

"Improvement Area #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Improvement Area #1 Improvements" mean the Authorized Improvements which only benefit Improvement Area #1 Assessed Property, which are described in Section III.C.

"Improvement Area #1 Maximum Assessment Per Unit" means for Improvement Area #1 an Assessment per unit for Improvement Area #1 Projects for each applicable Lot Type as follows:

Lot Type 1 - $21,930.64
Lot Type 2 - $18,860.35

"**Improvement Area #1 Projects**" mean (i) the pro rata portion of the Major Improvements allocable to Improvement Area #1, and (ii) the Improvement Area #1 Improvements.

"**Improvement Area #1 Reimbursement Agreement**" means that certain Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances by and between the City and the Developer.

"Improvement Area #1 Reimbursement Agreement Obligation" means the reimbursement obligation related to the Actual Costs of the Improvement Area #1 Projects to be paid from Assessments secured by the Improvement Area #1 Assessed Property for the Improvement Area #1 Projects under the terms of the Improvement Area #1 Reimbursement Agreement and/or a series of Future Improvement Area Bonds.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Johnson Central 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 the County.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is located within the corporate limits of the City and contains approximately 215.20 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 901 single-family residential units and includes infrastructure necessary to provide roadways, water, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Lot Type 1 (50/45 Ft)	712	Units
Lot Type 2 (40 Ft)	189	Units
Total	**901**	**Units**

B. PROPERTY INCLUDED IN IMPROVEMENT AREA #1

Improvement Area #1 consists of approximately 84.559 acres and is projected to consist of 316 single family residential units, to be developed as Improvement Area #1, as further described in Section III. A map of the property within Improvement Area #1 is shown in Appendix A.

The property within Improvement Area #1 is proposed to be developed as follows:

Table II-B
Proposed Development – Improvement Area #1

Proposed Development	Quantity	Measurement
Lot Type 1 (50/45 Ft)	201	Units
Lot Type 2 (40 Ft)	115	Units
Total	**316**	**Units**

C. PROPERTY INCLUDED IN THE FUTURE IMPROVEMENT AREA

The Future Improvement Area consists of approximately 130.641 acres and is projected to consist of approximately 585 residential units. A map of the property within the Future Improvement Area is shown in Appendix A.

The property within the Future Improvement Area is proposed to be developed as follows:

Table II-C
Proposed Development – Future Improvement Area

Proposed Development	Quantity	Measurement
Lot Type 1 (50/45 Ft)	511	Units
Lot Type 2 (40 Ft)	74	Units
Total	**585**	**Units**

As Future Improvement Areas are developed, Bonds may be issued for each new Improvement Area. In connection with the issuance of each new series of Bonds, this Service and Assessment Plan will be updated to add additional details of each new Improvement Area(s) as shown for Improvement Area #1 in Section II.B. A map of the projected property within each Future Improvement Area is shown in Appendix A. The Future Improvement Area(s) are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Roll included as Appendix G and additional Assessment Rolls may be added to this Service and Assessment Plan as the Future Improvement Area(s) are developed.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and Section III.C and shown in the opinion of probable costs shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements descriptions are presented below as provided by the Project Engineer. The Budgeted Costs of the Major Improvements are shown in Table III-B and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The road improvement portion of the Major Improvements consists of the construction of road improvements, including related subgrade stabilization, concrete pavement with curb and gutter, signage, lighting, traffic signal installation, earthwork, excavation, erosion control, and testing which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Major Improvements consists of construction and installation of a looped water main network, which includes trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, erosion control and all necessary appurtenances constructed to Johnson County Special Utility District ("JCSUD") standards required to provide water service to the Assessed Property. The water improvements will be designed and constructed in accordance with JCSUD standards and specifications and will be owned and operated by the JCSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of trench excavation and embedment, trench safety, piping, lift station, force main, manholes, service connections, testing, related earthwork, excavation, and erosion control to provide sanitary sewer service to Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of trench excavation and embedment, trench safety, piping, manholes, inlets, headwalls, testing, related earthwork, and erosion control. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Major Improvements consist of fees, related to designing, constructing, installing, and financing the Major Improvements, including land planning and design, engineering, soil testing, survey, construction management, legal fees, consultant fees,

contingency, inspection fees, district formation costs, and other PID costs incurred and paid by the Developer.

Table III-B
Estimated Major Improvement Costs

Authorized Improvements	Improvement Area #1 Allocable Share	Future Improvement Area Allocable Share	Total Estimated Major Improvement Costs
Hard Costs			
Roadway Improvements	$165,512	$317,138	$482,650
Water Improvements	$200,359	$383,908	$584,267
Storm Drainage Improvements	$126,166	$241,747	$367,913
Sanitary Sewer Improvements	$1,156,077	$2,215,166	$3,371,243
Sub-total hard costs	*$1,648,114*	*$3,157,959*	*$4,806,073*
Other Soft and Miscellaneous Costs			
Soft and Miscellaneous Costs	$127,262	$243,848	$371,111
Sub-total soft costs	*$127,262*	*$243,848*	*$371,111*
Total	**$1,775,376**	**$3,401,808**	**$5,177,184**

[1]Allocation of the Major Improvements are based on the methodologies described in Table V-A.
[2]Costs provided by Kimley Horn. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Major Improvements does not change.

C. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #1 IMPROVEMENTS

The Improvement Area #1 Improvements descriptions are presented below as provided by the Project Engineer. The Budgeted Costs of the Improvement Area #1 Improvements are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The road improvement portion of the Improvement Area #1 Improvements consists of the construction of road improvements, including related subgrade stabilization, concrete pavement with curb and gutter, concrete sidewalk with ADA ramps, signage, lighting, earthwork, excavation, erosion control, and testing which benefit the Improvement Area #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Improvement Area #1 Improvements consists of construction and installation of a looped water main network, which includes trench excavation and embedment, trench safety, piping, valves, fire hydrant assemblies, service connections, testing, related earthwork, erosion control and all necessary appurtenances constructed to Johnson County Special Utility

District ("JCSUD") standards required to provide water service to the Improvement Area #1 Assessed Property. The water improvements will be designed and constructed in accordance with JCSUD standards and specifications and will be owned and operated by the JCSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Improvement Area #1 Improvements consists of trench excavation and embedment, trench safety, piping, lift station, force main, manholes, service connections, testing, related earthwork, excavation, and erosion control to provide sanitary sewer service to Improvement Area #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #1 Improvements consist of trench excavation and embedment, trench safety, piping, manholes, inlets, headwalls, testing, related earthwork, and erosion control. Also included are retention ponds consisting of clearing, excavation, piping for inbound and outbound drainage lines, outlet structures, and erosion control to provide adequate drainage to the Improvement Area #1 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping Improvements

The landscaping improvement portion of the Improvement Area #1 Improvements consist of grading, landscaping, irrigation, entry monumentation, and seeding. The landscaping improvements will be designed and constructed in accordance with the applicable City standards and specifications and will be owned, operated, and maintained by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Improvement Area #1 Improvements consist of fees, related to designing, constructing, installing, and financing the Improvement Area No. 1 Improvements, including land planning and design, engineering, soil testing, survey, construction management, legal fees, consultant fees, contingency, inspection fees, district formation costs, and other PID costs incurred and paid by the Developer.

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Table III-C
Estimated Improvement Area #1 Project Costs

Description	Improvement Area #1 Improvements	Allocable Share of Major Improvements[1]	Improvement Area #1 Projects[2]
Hard Costs			
Roadway Improvements	$5,527,509	$165,512	$5,693,021
Water Improvements	$1,659,432	$200,359	$1,859,790
Sanitary Sewer Improvements	$1,439,698	$126,166	$1,565,864
Storm Drainage Improvements	$2,766,952	$1,156,077	$3,923,029
Landscaping	$657,696	$0	$657,696
Sub-total hard costs	*$12,051,287*	*$1,648,114*	*$13,699,400*
Other Soft and Miscellaneous Costs			
Soft and Miscellaneous Costs	$409,163	$127,262	$536,425
Sub-total other soft and miscellaneous costs	*$409,163*	*$127,262*	*$536,425*
Total	**$12,460,450**	**$1,775,376**	**$14,235,826**

[1]See Table III-B for details.
[2]Costs provided by Kimley Horn. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Improvement Area #1 Projects does not change.

D. FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed and Bonds are issued, this Service and Assessment Plan will be amended to identify the specific Future Improvement Area Improvements that confer a special benefit to the property inside each Future Improvement Area (e.g. a Table III-D will be added to show the costs for the Future Improvement Area Improvements financed within the specific Future Improvement Area being developed.)

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IV. SERVICE PLAN

A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Major Improvements are expected to be constructed and accepted by the City in the first quarter of 2028. The Improvement Area #1 Improvements are expected to be constructed and accepted by the City in the third quarter of 2026. At some point after all or a portion of the Improvement Area #1 Improvements are constructed, development in Future Improvement Areas will begin, with each Future Improvement Area to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Budgeted Costs for the Improvement Area #1 Projects and the expenses incurred in the establishment, administration, and operation of the PID allocable to Improvement Area #1 are $15,408,261 as shown in Table IV-A.

The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Improvement Areas are developed in connection with the issuance of Bonds, this Service and Assessment Plan will be amended (e.g. a new table will be added to show the projected sources and uses and five-year service plan for Improvement Area #2, etc.).

Improvement Area #1

Table IV-A shows the projected sources and uses for the Improvement Area #1 Projects allocable to the Improvement Area #1 Assessed Property. Tables included in this section may be rounded to the nearest whole dollar.

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Table IV-A
Estimated Sources and Uses – Improvement Area #1

Sources of Funds	Improvement Area #1 Bonds[2]
Assessment Amount	$6,577,000
Other funding sources[1]	$8,831,261
Total Sources	**$15,408,261**
Uses of Funds	
Allocable share of Major Improvements	
Hard Costs	
Roadway Improvements	$165,512
Water Improvements	$200,359
Storm Drainage Improvements	$126,166
Sanitary Sewer Improvements	$1,156,077
Sub-total hard costs	*$1,648,114*
Other Soft and Miscellaneous Costs	
Soft and Miscellaneous Costs	$127,262
Sub-total soft costs	*$127,262*
Subtotal Major Improvements	*$1,775,376*
Improvement Area #1 Improvements	
Hard Costs	
Roadway Improvements	$5,527,509
Water Improvements	$1,659,432
Sanitary Sewer Improvements	$1,439,698
Storm Drainage Improvements	$2,766,952
Landscaping	$657,696
Sub-total hard costs	*$12,051,287*
Other Soft and Miscellaneous Costs	
Soft and Miscellaneous Costs	$409,163
Sub-total other soft and miscellaneous costs	*$409,163*
Subtotal Improvement Area #1 Improvements	*$12,460,450*
Estimated Bond Issuance Costs	
Issuance costs	$394,620
Administrative expenses	$60,000
Underwriter's discount	$197,310
Capitalized interest	$0
Reserve fund	$520,505
Subtotal Estimated Bond Issuance Costs	*$1,172,435*
Total Uses	**$15,408,261**

[1]The other funding sources represent projects costs of the Improvement Area #1 Projects to be paid by the Developer without reimbursement from the City.
[2] See Table III-B and Table III-C for details.

Bonds may be issued in the future; and, to the extent provided by law, the proceeds from the Bonds will be used to reimburse certain Actual Costs paid by the Developer pursuant to the Improvement Area #1 Reimbursement Agreement Obligation and/or to pay any unpaid Actual Costs of the

Authorized Improvements required to be paid under the Improvement Area #1 Reimbursement Agreement as it relates to Improvement Area #1. In the event the financing capacity of the PID is reduced by appraisals, bond underwriting standards, interest rates, etc. the Assessments will be reduced to match the actual amount of PID Bonds to be issued for Improvement Area #1.

Future Improvement Areas

As Future Improvement Areas are developed, Bonds may be issued to finance the Authorized Improvements required for each new Improvement Area.

B. PROJECTED FIVE-YEAR SERVICE PLAN

Improvement Area #1

The annual projected costs and annual projected indebtedness for Improvement Area #1 is shown in Table IV-B. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-B
Annual Projected Costs and Annual Projected Indebtedness – Improvement Area #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Improvement Area #1 Annual Installments
2026	$15,408,261	$6,577,000	$8,831,261	$0
2027	$0		$0	$580,505
2028	$0	$0	$0	$579,660
2029	$0	$0	$0	$579,579
2030	$0	$0	$0	$579,197
2031	$0	$0	$0	$578,516
2032	$0	$0	$0	$578,535
Total	**$15,408,261**	**$6,577,000**	**$8,831,261**	**$3,475,992**

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Improvement Area #1 Projects shown in Table III-C, and the costs associated with setting up the PID allocable to Improvement Area #1 shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As Future Improvement Areas are developed, in association with issuing Future Improvement Area Bonds and/or execution of a reimbursement agreement for each Future Improvement Area, a Table IV-C be added to identify the Authorized Improvements to be financed by each new series of the Future Improvement Area Bonds and/or reimbursement agreements and the projected indebtedness resulting from each additional series of the Future Improvement Area Bonds and/or reimbursement agreements.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed Authorized Improvement program anticipates reimbursement agreements potential followed by a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the levy of the Improvement Area #1 Assessment, subsequent financings may be issued and/or executed over the upcoming decade as the Future Improvement Areas of the development are gradually constructed.

The purpose of this gradual levy of Assessments and related execution of a reimbursement agreement and/or issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The levy of Assessments and related execution of a reimbursement agreement to be levied are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds and/or to execute the reimbursement agreements when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For the purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The costs of the Improvement Area #1 Projects shall be allocated on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Improvement Area #1 Projects to Parcels similarly benefited.

2. The Major Improvement costs are proportionally allocated to Future Improvement Areas and Improvement Area #1 Assessed Property based on estimated Equivalent Units calculated using the average home price for the Future Improvement Areas and Improvement Area #1 Assessed Property.

Table V-A provides the estimated allocation of costs of the Major Improvements between the Future Improvement Areas and Improvement Area #1.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Improvement Areas will receive from the direct Authorized Improvements that will benefit each individual Improvement Area and that are to be financed with Bonds. Therefore, Parcels are being assessed for the special benefits conferred upon the Parcel at this time because of the Improvement Area #1 Projects.

In connection with the issuance of Future Improvement Area Bonds and/or additional obligations created pursuant to a reimbursement agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Improvement Area receives from the specific Future Improvement Area Improvements funded with those Bonds issued with respect to that Future Improvement Areas. Prior to assessing Parcels located within Future Improvement Areas in connection with issuance of Bonds, each owner of the Parcels to be assessed must acknowledge that the Future Improvement Area Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Future Improvement Area Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements and Improvement Area #1 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Improvement Area #1 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements and Improvement Area #1 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Improvement Areas are developed, in connection with the issuance of Bonds, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Improvement Area.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit

conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Budgeted Costs of the Major Improvements must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Actual Costs for each type of Major Improvement. The costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

The total projected Equivalent Units in the PID is calculated to be 874.54 (i.e., 299.90 + 574.64 = 874.54). Improvement Area #1 contains 316 residential units. As shown in Appendix F, the total Equivalent Units for Improvement Area #1 is calculated as 299.90. The Future Improvement Area is projected to contain 585 residential units resulting in a total of 574.64 Equivalent Units as shown in Appendix F. As a result, 34.29 percent of the Actual Costs of the Major Improvements (i.e. 299.90 ÷ 872.02 = 34.29%) are allocated to the Improvement Area #1 Assessed Property and 65.71 percent of the Actual Costs Major Improvements (i.e. 574.64 ÷ 874.54 = 65.71%) are allocated to the Future Improvement Area. The Improvement Area #1 Bonds will fund Improvement Area #1's proportionate share of the Actual Costs of the Major Improvements.

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Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Estimated Costs[1]
Roadway Improvements	$482,650
Water Improvements	$584,267
Storm Drainage Improvements	$367,913
Sanitary Sewer Improvements	$3,371,243
Soft and Miscellaneous Costs	$371,111
Total Major Improvements	**$5,177,184**
Improvement Area #1	
Projected Equivalent Units	299.90
% of total units	34.29%
Proportionate share of costs	**$1,775,376**
Future Improvement Area	
Projected Equivalent Units	574.64
% of total units	65.71%
Proportionate share of costs	**$3,401,808**

1 – See Table III-A for details.

D. Assessment Methodology

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Improvement Area #1 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects, were allocated to the Improvement Area #1 Assessed Property by spreading the corresponding Assessment across the Parcels based on the estimated Equivalent Units as calculated and shown in Appendix F using the types and number of lots anticipated to be developed on each Parcel within Improvement Area #1.

Based on the estimates of the costs of the Improvement Area #1 Projects, as set forth in Table III-B and Table III-C, the City Council has determined that the benefit to Improvement Area #1 Assessed Property of the Improvement Area #1 Projects is at least equal to the Assessments levied on the Improvement Area #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots,

when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Future Improvement Areas

When any given Future Improvement Area is developed, and Future Improvement Area Bonds for that Future Improvement Areas are to be issued and/or a reimbursement agreement is executed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Improvement Area.

E. ASSESSMENTS

The Assessments for Improvement Area #1 are being levied on each Parcel of Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as Appendix G. The Annual Installments of the Assessments for Improvement Area #1 will be collected at the time and in the amounts shown on the Improvement Area #1 Assessment Roll, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

G. DELINQUENCY AND PREPAYMENT RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds, **if and when Bonds are issued**, by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs. The Delinquency and Prepayment Reserve

shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Delinquency and Prepayment Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1

The Assessment and Annual Installments for each Assessed Property located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll, attached as Appendix G, and no Assessment for Improvement Area #1 shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments shall be collected from the Improvement Area #1 Assessed Property in an amount sufficient (i) to pay principal and interest on the obligation under Improvement Area #1 Reimbursement Agreement, and (ii) to pay Administrative Expenses related to Improvement Area #1. If and when Improvement Area #1 Bonds are issued, the Annual Installments shall include Additional Interest as described in Section V.G. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest, or other funds applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE IMPROVEMENT AREAS

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Improvement Areas (e.g., an appendix will be added as the Assessment Roll for Improvement Area #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per unit on a Parcel in Improvement Area #1 exceeds the applicable Improvement Area #1 Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Improvement Area #1 Maximum Assessment Per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds, including interest on the Bonds and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds is equal to the outstanding principal amount of the Bonds.

F. PAYMENT OF ASSESSMENTS

1. Payment in Part or Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Delinquency and Prepayment Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Improvement Area #1

The interest on the unpaid portion of each Assessment shall be paid: (i) at the rate of the actual interest on Bonds secured by such Assessment, if such Bonds are issued by the City, or (ii) if Bonds are not issued, at a rate (i) not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessment and continuing for a period of five years from such date, and (ii) not to exceed two hundred basis points above such bond index rate for the period beginning with the sixth year and shall continue until the Assessment is paid in full. The Improvement Area #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 6.50% for years 1 through 30. Unless and until the City issues Bonds secured by Assessments levied against the Improvement Area #1 Assessed Property, the interest on obligation created under the Improvement Area #1 Reimbursement Agreement shall be paid based on an interest rate of 6.50% per annum for years 1 through 30. Upon the issuance of Bonds for the Improvement Area #1 Projects, the Improvement Area #1 Reimbursement Agreement Obligation shall bear interest at the rate of the Bonds, plus additional interest under Section 372.018 of the PID Act, which rate may exceed the current rates set forth in the Improvement Area #1 Assessment Roll. The index approved by the Town is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments was 5.03%. Furthermore, the Annual Installments may not exceed the amounts shown on the Improvement Area #1 Assessment Roll. The Improvement Area #1 Assessment Roll, shown in Appendix G, will be updated with the actual interest rates in the Improvement Area #1 Reimbursement Agreement Obligation.

The City reserves and shall have the right and option to refund the Bonds and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be

produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

The collection of the first Annual Installment for an Improvement Area #1 Lot or Parcel shall commence upon the earlier of: (i) with tax bills sent the first October after issuance of a series of Bonds, or (ii) September 1, 2026, such that all Assessments in the applicable Improvement Area begin collection immediately after the expiration of such two-year period.

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VII. THE ASSESSMENT ROLL

A. IMPROVEMENT AREA #1 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Improvement Area #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Improvement Area #1.

The Improvement Area #1 Assessed Property is being assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Projects. Table VII-A summarizes the $15,408,261 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Projects and the costs of the PID formation. The Assessment amount of the Improvement Area #1 Reimbursement Agreement is $6,577,000, which is less than the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #1 Assessed Property is $6,577,000 plus, interest, and annual Administrative Expenses. The Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #1 Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary – Improvement Area #1

Special Benefit	Total Cost
Total Improvement Area #1 Projects[1]	$14,235,826
Estimated Bond Issuance Costs	
Issuance costs	$394,620
Administrative expenses	$60,000
Underwriter's discount	$197,310
Capitalized interest	$0
Reserve fund	$520,505
Subtotal Estimated Bond Issuance Costs	$1,172,435
Total Special Benefit	**$15,408,261**
Special Benefit:	
Total Special Benefit	$15,408,261
Projected Special Assessment	$6,577,000
Excess Benefit	**$8,831,261**

[1]See Table III-B for details.

B. Future Improvement Areas Assessment Rolls

As Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Assessment for each Parcel or Lot located within such Future Improvement Areas (e.g. an appendix will be added as the Assessment Roll for Future Improvement Areas).

C. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to each Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the applicable Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to an Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

D. Filing and Posting of Service and Assessment Plan

Within seven days of its approval by the City Council, the City shall (i) file and record this Service and Assessment Plan in the real property records of the County and (ii) post a copy of this Service and Assessment Plan on the City's internet website. In addition, the City shall similarly file and post each Annual Service Plan Update approved by the City Council, with each such filing and posting to occur within seven days of the date each respective Annual Service Plan Update is approved. All such documents shall be posted, filed, and recorded in the entirety.

E. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

F. Severability

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

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP



GRAPHIC SCALE IN FEET
0 100 200 400
1"=200' @ 22x34

Property Summary

Open Space, Detention & Flood Plain	50.1	23.3%
Fire Station	1.4	0.6%
Lift Station	0.1	0.1%
Net Residential Area	163.6	76.0%
Total	215.2	

Open Space Acreage Summary

Open Space	50.1
Area (Net of ROW)	215.2
Total Percentage of Open Space	23.3%

Lot Summary

40' Lots	207	23.0%
45' Lots	354	39.3%
50' Lots	340	37.7%
Total Lots	901	

Phase 1

40' Lots	133	42.1%
45' Lots	65	20.6%
50' Lots	118	37.3%
Total Phase 1 Lots	316	

Phase 2

40' Lots	74	26.8%
45' Lots	110	39.9%
50' Lots	92	33.3%
Total Phase 2 Lots	276	

Phase 3

40' Lots	0	0.0%
45' Lots	179	57.9%
50' Lots	130	42.1%
Total Phase 3 Lots	309	

NOTES:
1. THIS PLAN IS CONCEPTUAL IN NATURE AND MAY HAVE BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. FLOOD PLAIN SHOWN IS SUBJECT TO CHANGE BASED ON A MORE DETAILED FULLY DEVELOPED FLOOD STUDY ANALYSIS.
3. AERIAL IMAGE BY NEARMAP, COPYRIGHT 2024.

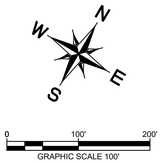
CONCEPT PLAN

Valor
Alvarado, Texas

Kimley»Horn
13455 Noel Road, Two Galleria Office Tower, Suite 700
Dallas, TX 75240
P 972-770-1300, F 972-239-3820
State of Texas Registration No. F-928

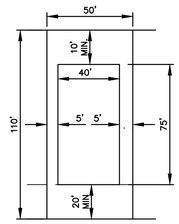
May 2024

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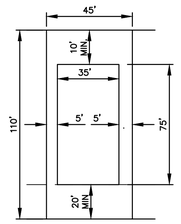


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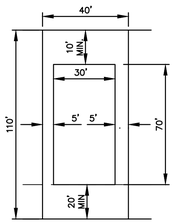
1) DRIVEWAYS SHOWN DENOTES REQUIRED DRIVEWAY LOCATION.
2) ALL LOTS MUST MEET CITY OF ALVARADO ORDINANCE NO. 2015-005 4-20-2015.
3) △ DENOTES LOCATION OF TRANSFORMERS
4) ○ DENOTES LOCATION OF PEDESTAL
5) ✱ DENOTES NON-TYPICAL PAD



TYPICAL 50' LOT DIMENSION DETAIL
NTS



TYPICAL 45' LOT DIMENSION DETAIL
NTS



TYPICAL 40' LOT DIMENSION DETAIL
NTS

LEGEND

- 40'X75' PAD
- 35'X75' PAD
- 30'X70' PAD

MATCH LINE SEE SHEET 2

VALOR PHASE 2 (FOR REFERENCE ONLY)
BURLINGTON ROAD
10' U.E.
BLOCK A 57-X OPEN SPACE
CHAMPAIGN CIRCLE
10' D.E.
BLOCK LL 24-X OPEN SPACE DETENTION POND "B"
BLOCK FF 17X OPEN SPACE
BLOCK FF
UPPSALA STREET
WELBORN WAY
15' W.E.
BLOCK GG 6-X OPEN SPACE
GAINESVILLE ROAD
BLOCK Y
LAWRENCE STREET
BOZEMAN STREET
20' D.E.
BLOCK A
15' S.S.E.
BLOCK KK 16-X OPEN SPACE
BLOCK KK
BLOCK HH 1 LIFT STATION
BLOCK HH 2 FIRE STATION SITE
EXISTING U.E.
10' PRIVATE D.E.
25' PRIVATE D.E.
50' EXISTING G.E.
BLOCK A 134-X OPEN SPACE
WATERLOO ROAD
SYRACUSE WAY
BLOCK JJ 17-X OPEN SPACE
BLOCK JJ
BLOCK HH 3-X RETENTION POND "A"
OXFORD ROAD
NORMAN ROAD
BILLBOARD TRACT TO BE DEDICATED POST PLAT APPROVAL
20' W.E.
BLOCK A 151-X OPEN SPACE
U.S. HIGHWAY 67 (VARIABLE WIDTH R.O.W.)

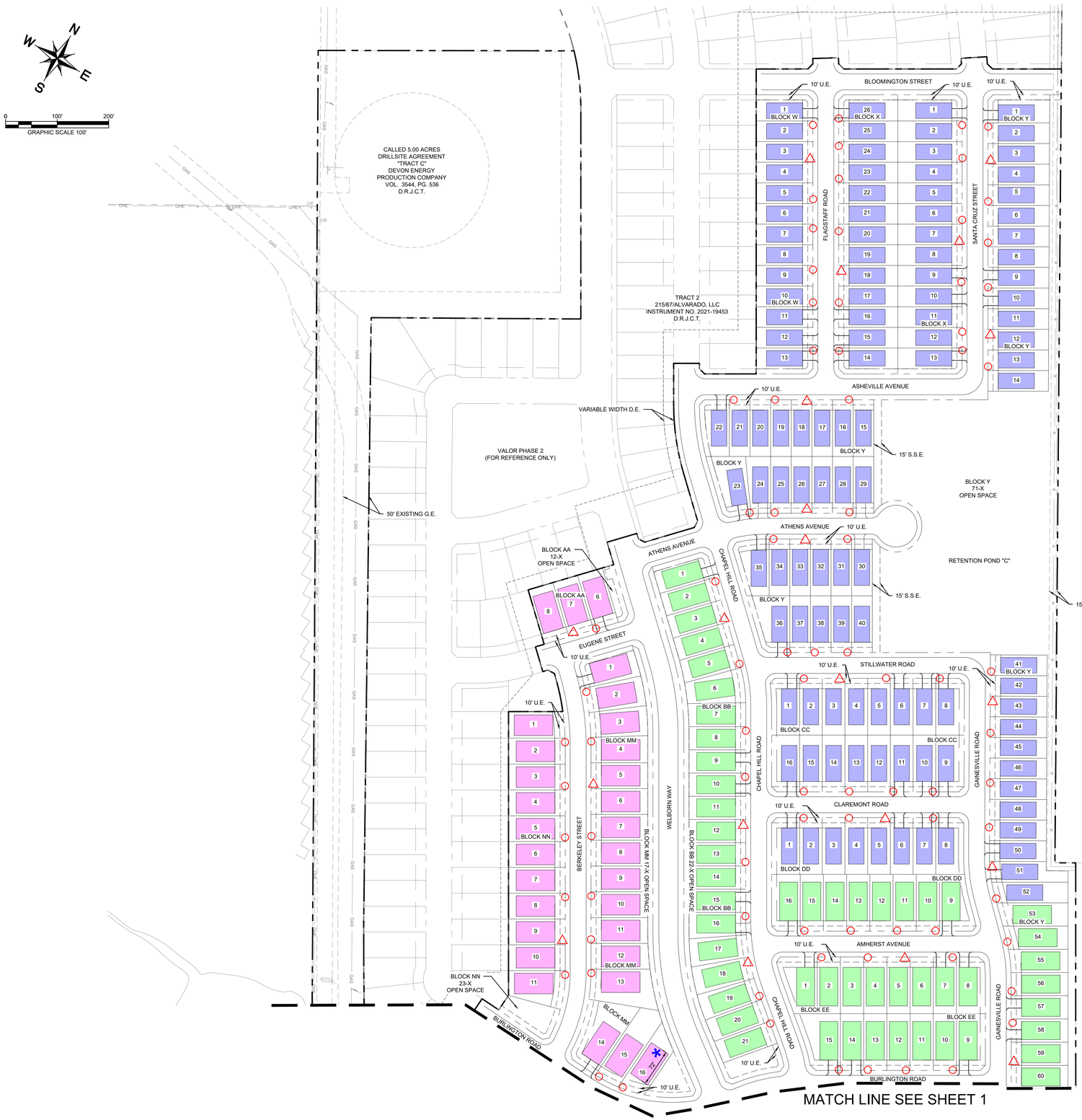
LENNAR PAD FIT MAP

Valor Phase 1

MAY 2025

Kimley»Horn

Plotted By: Dooley, Jace Date: May 21, 2025 08:39:02am File Path: K:\DAL_Civil\063451313-Alvarado 215\Cad\Phase 1\Exhibits\PlanSheets\Pad Fit and Disclosure Plat\VRP1 - Pad Fit Map.dwg

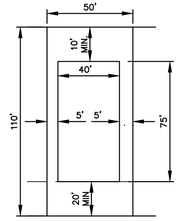


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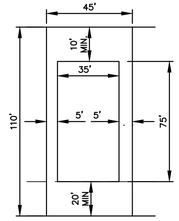
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5) ✱ DENOTES NON-TYPICAL PAD

LEGEND

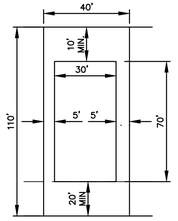
- 40'X75' PAD
- 35'X75' PAD
- 30'X70' PAD



TYPICAL 50' LOT DIMENSION DETAIL
NTS



TYPICAL 45' LOT DIMENSION DETAIL
NTS



TYPICAL 40' LOT DIMENSION DETAIL
NTS

LENNAR PAD FIT MAP

Valor Phase 1

MAY 2025

Kimley»Horn

Plotted By:Dooley, Jace Date:May 21, 2025 08:39:10am File Path:K:\DAL_Civil\063451313-Alvarado 215\Cad\Phase 1\Exhibits\PlanSheets\Pad Fit and Disclosure Plat\VRP1 - Pad Fit Map.dwg

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY

VALOR - CITY OF ALVARADO, JOHNSON COUNTY

OPC NOTES, ASSUMPTIONS, QUALIFICATIONS, ETC.

MARCH 23, 2026

General:

1. This Opinion of Probable Cost (OPC) is based upon the plan sets for Valor Phase 1 and Valor Phase 2 currently under construction as well as the plans for Valor Phase 3 currently under design. This OPC assumes the site will continue to be constructed in three phases.
2. Land cost, easement acquisition costs, interest, legal, marketing, financing, closing costs, cost of sales, HOA funding, overhead, maintenance, insurance, taxes, etc. are not included. Contributions to Offsite Sewer infrastructure (Green Line & WWTP) are not included.
3. Assessments, pro-rata fees, fee credits, fee waivers, etc. are not included.
4. This OPC has been updated to reflect actual bid values for Phase 1 and Phase 2. Phase 3 is based on estimated quantities using Phase 2 unit prices.
5. Inflation is not factored in this OPC.
6. Cost for material testing should be verified by Client.
7. Where applicable, this OPC utilizes City of Alvarado design criteria.
8. Questions regarding this OPC should be directed to Kimley-Horn and Associates, Jeremy Pitts (972) 776-1768.

Clearing, Excavation, & Erosion Control:

1. This OPC has been prepared utilizing the final Geotech report provided wit Phase 1. Updates may be needed with Phase 3.
2. Excavation quantities for Phase 3 are approximate and will be determined at final design. Erosion control for all Phases are approximate and should be verified by the Client with awarded contracts.

Water Improvements:

1. Waterline items include all fittings, tees, and crosses. Fire hydrant line item includes fittings, tee, and valve. Water uses JCSUD design criteria.

Sanitary Sewer Improvements:

1. This OPC includes a proposed lift station and necessary force main in order to connect to the offsite Green Line Gravity System (by others).

Storm Sewer/Drainage Improvement:

1. The storm sewer design uses City of Fort Worth design criteria.

Landscape/Hardscape & Miscellaneous:

1. A placeholder for Amenity Center/Landscape/Open Space Improvements for Phase 2 and Phase 3 is included and should be verified by the Client.

City Fees & Other:

1. The costs of franchise utility services are assumed and should be verified by the Client.
2. All City fees stated herein are subject to change at the discretion of the City.

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
VALOR - CITY OF ALVARADO, JOHNSON COUNTY
OVERALL COST SUMMARY
MARCH 23, 2026

OVERALL COST SUMMARY	*NO. OF LOTS*	*NO. OF LOTS*	*NO. OF LOTS*	*NO. OF LOTS*
	316	276	309	901
DIVISION	PHASE 1	PHASE 2	PHASE 3	**TOTAL**
A. CLEARING & EXCAVATION	$1,712,669.50	$925,563.00	$1,191,470.60	**$3,829,703.10**
B. EROSION CONTROL	$96,258.00	$68,495.00	$97,752.50	**$262,505.50**
C. WATER	$1,659,431.65	$1,364,613.20	$1,467,260.50	**$4,491,305.35**
C.1. OFFSITE WATER	$204,915.00	$178,976.40	$341,683.25	**$725,574.65**
D. SANITARY SEWER	$1,439,698.00	$1,445,999.77	$1,338,357.42	**$4,224,055.19**
D.1. LIFT STATION, FORCE MAIN, & OFFSITE SANITARY SEWER	$1,182,367.20	$1,032,700.47	$1,156,175.52	**$3,371,243.19**
E. STORM SEWER	$2,766,952.10	$1,179,411.28	$1,742,255.50	**$5,688,618.88**
E.1. OFFSITE STORM SEWER	$129,034.93	$112,701.40	$189,525.07	**$431,261.40**
E.2. UTILITY CONTRACT GENERAL CONDITIONS	$125,442.00	$65,361.75	$58,500.00	**$249,303.75**
F. PAVEMENT	$3,648,389.33	$2,818,531.55	$3,156,190.66	**$9,623,111.54**
F.1. OFFSITE PAVEMENT	$169,275.63	$147,848.34	$507,088.83	**$824,212.80**
G. RETAINING WALLS	$297,000.00	$335,153.00	$400,000.00	**$1,032,153.00**
H. LANDSCAPE/HARDSCAPE & MISCELLANEOUS	$657,695.95	$2,900,000.00	$400,000.00	**$3,957,695.95**
I. CITY FEES & OTHER	$1,411,766.69	$1,105,112.83	$1,223,015.11	**$3,739,894.63**
SUB-TOTAL	$15,500,895.99	$13,680,467.98	$13,269,274.95	**$42,450,638.93**
PLANNING, SURVEY, PLATTING, ENG., & STAKING (10% A-H)	$1,343,143.34	$967,535.52	$1,164,625.98	**$3,475,304.83**
TXDOT PERMITS (DRIVEWAY & UTILITY)	$50,000.00	$0.00	$0.00	**$50,000.00**
FLOOD STUDY/DETENTION ANALYSIS/DETENTION DESIGN	$85,500.00	$0.00	$15,000.00	**$100,500.00**
MISCELLANEOUS & CONTINGENCY (10%)	$1,550,089.60	$1,368,046.80	$1,326,927.50	**$4,245,063.89**
TOTAL	**$18,529,628.93**	**$16,016,050.29**	**$15,775,828.43**	**$50,321,507.66**
COST PER LOT	**$58,638.07**	**$58,029.17**	**$51,054.46**	**$55,850.73**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
VALOR - CITY OF ALVARADO, JOHNSON COUNTY

MARCH 23, 2026

				PHASE:	1	2	3	TOTAL
PROJECT NAME:	***Valor***	CREATED BY:	MU	NO. OF LOTS:	316	276	309	901
CITY:	Alvarado, Johnson County, Texas	CHECKED BY:	JDP	GROSS AC.	84.5	64.0	76.8	225.2
JOB NUMBER:	063451313	REVISED BY:	JDP	NET AC.	76.3	58.4	60.8	195.4

A. CLEARING & EXCAVATION

			Phase 1			Phase 2		Phase 3		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CLEARING / GRUBBING	AC	$ 3,000.00	94.0	$ 282,000.00	$ 1,860.00	58.7	$ 109,182.00	60.8	$ 182,400.00	214	$ 573,582.00
UNCLASSIFIED EXCAVATION (1.5 VF OVER NET ACREAGE)	CY	$ 2.40	228,000	$ 547,200.00	$ 2.50	94,430	$ 236,075.00	147,100	$ 367,750.00	469,530	$ 1,151,025.00
PROCESS AND PLACE UTILITY SPOILS ON PHASE 3*	CY			$ -	$ 3.50	7,800	$ 27,300.00		$ -	7,800	$ 27,300.00
PROCESS STOCKPILE IN PLACE (ALREADY LOCATED WHERE NEEDED FOR FILL)	CY			$ -	$ 2.25	21,400	$ 48,150.00		$ -	21,400	$ 48,150.00
PROCESS AND PLACE UTILITY SPOILS	CY	$ 5.20	4,190	$ 21,788.00			$ -	12,603	$ 65,535.60	16,793	$ 87,323.60
ROUGH LOT GRADING	LOT	$ 250.00	325	$ 81,250.00	$ 200.00	276	$ 55,200.00	309	$ 77,250.00	910	$ 213,700.00
FINAL LOT GRADING	LOT	$ 170.00	325	$ 55,250.00	$ 176.00	276	$ 48,576.00	309	$ 54,384.00	910	$ 158,210.00
B-1 DETENTION POND 1 FINAL GRADING AND CLEANUP	AC	$ 850.00	1	$ 765.00			$ -		$ -	1	$ 765.00
1.5% MAINTENANCE BOND	LS	$ 273.00	1	$ 273.00			$ -		$ -	1	$ 273.00
B-2 DETENTION POND 2 FINAL GRADING AND CLEANUP	AC	$ 850.00	3	$ 2,550.00			$ -		$ -	3	$ 2,550.00
1.5% MAINTENANCE BOND	LS	$ 908.00	1	$ 908.00			$ -		$ -	1	$ 908.00
B-3 DETENTION POND 2 FINAL GRADING AND CLEANUP	LS	$ 850.00	4	$ 3,145.00			$ -		$ -	4	$ 3,145.00
1.5% MAINTENANCE BOND	LS	$ 1,120.00	1	$ 1,120.00			$ -		$ -	1	$ 1,120.00
6 MIL POLY, INSTALLED, PAD LIMITS @5' EACH WAY	LOT	$ 382.00	325	$ 124,150.00	$ 340.00	276	$ 93,840.00	309	$ 118,038.00	910	$ 336,028.00
4' MOISTURE CONDITIONING PADS ZONE 1, PAD LIMITS +5' EACH WAY	EA			$ -	$ 1,000.00	168	$ 168,000.00	268	$ 268,000.00	436	$ 436,000.00
6' MOISTURE CONDITIONING PADS ZONE 2, PAD LIMITS +5' EACH WAY	EA			$ -	$ 1,055.00	108	$ 113,940.00	41	$ 43,255.00	149	$ 157,195.00
RETENTION POND CLAY LINER - 2FT THICK	SY			$ -	$ 4.60	5,500	$ 25,300.00	3,230	$ 14,858.00	8,730	$ 40,158.00
8' MOISTURE CONDITIONING (50% OF 50' LOT) 1/2 LOTS @5'	LOT	$ 2,680.00	84	$ 225,120.00			$ -		$ -	84	$ 225,120.00
6' MOISTURE CONDITIONING (50% OF 50' LOT) 1/2 LOTS @5'	LOT	$ 1,415.00	241	$ 341,015.00			$ -		$ -	241	$ 341,015.00
PHASE 1 CHANGE ORDER #1	LS	$ (114,526.00)	1	$ (114,526.00)			$ -		$ -	1	$ (114,526.00)
PHASE 1 CHANGE ORDER #2	LS	$ 24,500.00	1	$ 24,500.00			$ -		$ -	1	$ 24,500.00
PHASE 1 CHANGE ORDER #3	LS	$ 161,000.00	1	$ 161,000.00			$ -		$ -	1	$ 161,000.00
PHASE 1 CHANGE ORDER #4	LS	$ (60,200.00)	1	$ (60,200.00)			$ -		$ -	1	$ (60,200.00)
PHASE 1 CHANGE ORDER #5	LS	$ 15,361.50	1	$ 15,361.50			$ -		$ -	1	$ 15,361.50
TOTAL CLEARING & EXCAVATION				**$ 1,712,669.50**			**$ 925,563.00**		**$ 1,191,470.60**		**$ 3,829,703.10**

B. EROSION CONTROL

			Phase 1			Phase 2		Phase 3		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
CONSTRUCTION ENTRANCE	EA	$ 2,200.00	1	$ 2,200.00		1	$ 2,200.00	1	$ 2,200.00	3	$ 6,600.00
SILT FENCE	LF	$ 1.50	34,972	$ 52,458.00		27,130	$ 40,695.00	37,435	$ 56,152.50	99,537	$ 149,305.50
INLET PROTECTION	EA	$ 400.00	74	$ 29,600.00		49	$ 19,600.00	76	$ 30,400.00	199	$ 79,600.00
ROCK CHECK DAM	EA	$ 3,000.00	4	$ 12,000.00		2	$ 6,000.00	3	$ 9,000.00	9	$ 27,000.00
TOTAL EROSION CONTROL				**$ 96,258.00**			**$ 68,495.00**		**$ 97,752.50**		**$ 262,505.50**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
VALOR - CITY OF ALVARADO, JOHNSON COUNTY

MARCH 23, 2026

				PHASE:	1	2	3	TOTAL
PROJECT NAME:	***Valor***	CREATED BY:	MU	NO. OF LOTS:	316	276	309	901
CITY:	Alvarado, Johnson County, Texas	CHECKED BY:	JDP	GROSS AC.	84.5	64.0	76.8	225.2
JOB NUMBER:	063451313	REVISED BY:	JDP	NET AC.	76.3	58.4	60.8	195.4

C. WATER

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 QUANTITY	Phase 1 TOTAL	UNIT PRICE	Phase 2 QUANTITY	Phase 2 TOTAL	Phase 3 QUANTITY	Phase 3 TOTAL	TOTAL QUANTITY	TOTAL TOTAL
8" P.V.C. WATERLINE	LF	$ 46.70	13,137	$ 613,497.90	$ 50.05	10,921	$ 546,596.05	11,630	$ 582,081.50	35,688	$ 1,742,175.45
12" P.V.C. WATERLINE	LF	$ 84.50	2,500	$ 211,250.00	$ 78.61	1,560	$ 122,631.60	2,050	$ 173,225.00	6,110	$ 507,106.60
15" SDR-35 PVC SLEEVES (AT STORM CROSSINGS)	EA			$ -	$ 2,749.60	13	$ 35,744.80	15	$ 41,244.00	28	$ 76,988.80
12" SDR-35 PVC SLEEVES (AT STORM CROSSINGS)	EA	$ 1,856.00	21	$ 38,976.00			$ -		$ -	21	$ 38,976.00
18" SDR-26 PVC SLEEVES (AT STORM CROSSINGS)	EA	$ 3,036.00	5	$ 15,180.00			$ -		$ -	5	$ 15,180.00
2" GATE VALVE	EA	$ 1,020.00	11	$ 11,220.00	$ 837.00	6	$ 5,022.00		$ -	17	$ 16,242.00
2" FLUSH VALVE (JCSUD)	EA	$ 3,342.00	11	$ 36,762.00	$ 6,390.00	6	$ 38,340.00		$ -	17	$ 75,102.00
8" MJ GATE VALVE w/10' EXTENSION	EA			$ -	$ 2,574.00	5	$ 12,870.00		$ -	5	$ 12,870.00
8" MJ GATE VALVE	EA	$ 2,178.00	80	$ 174,240.00	$ 2,203.00	42	$ 92,526.00	44	$ 96,932.00	166	$ 363,698.00
12" MJ GATE VALVE w/10' EXTENSION	EA			$ -	$ 3,999.00	1	$ 3,999.00		$ -	1	$ 3,999.00
12" MJ GATE VALVE	EA	$ 3,715.00	10	$ 37,150.00	$ 3,888.00	9	$ 34,992.00	10	$ 38,880.00	29	$ 111,022.00
REMOVE FLUSH VALVE AND CONNECT TO EXISTING WATER	EA			$ -	$ 2,097.00	7	$ 14,679.00	6	$ 12,582.00	13	$ 27,261.00
3/4" WATER METER (WITH SERVICE LEADS PER JCSUD DETAILS)	EA	$ 669.00	323	$ 216,087.00	$ 879.00	271	$ 238,209.00	309	$ 271,611.00	903	$ 725,907.00
1" WATER SERVICE FOR AMENITY CENTER	EA	$ 1,000.00		$ -	$ 901.00	1	$ 901.00		$ -	1	$ 901.00
1" IRRIGATION SERVICE	EA	$ 998.00	4	$ 3,992.00	$ 863.00	4	$ 3,452.00	10	$ 9,980.00	18	$ 17,424.00
1.5" IRRIGATION SERVICE	EA	$ 1,823.00	4	$ 7,292.00			$ -		$ -	4	$ 7,292.00
1" DOMESTIC METER (LIFT STATION)	EA	$ 1,413.00	1	$ 1,413.00			$ -		$ -	1	$ 1,413.00
AUTOMATIC FLUSH VALVE	EA	$ 8,577.00	2	$ 17,154.00			$ -		$ -	2	$ 17,154.00
FIRE HYDRANT ASSEMBLY	EA	$ 6,376.00	37	$ 235,912.00	$ 7,085.00	26	$ 184,210.00	30	$ 212,550.00	93	$ 632,672.00
4" IRRIGATION SLEEVES	EA	$ 558.00	15	$ 8,370.00	$ 847.00	6	$ 5,082.00	5	$ 4,235.00	26	$ 17,687.00
8"x4" REDUCER AND BEND	EA	$ 1,445.00	1	$ 1,445.00			$ -		$ -	1	$ 1,445.00
12"x8" REDUCER	EA	$ 1,063.00	2	$ 2,126.00			$ -		$ -	2	$ 2,126.00
8" x 2" TAP CAP	EA			$ -	$ 567.00	5	$ 2,835.00		$ -	5	$ 2,835.00
12" x 2" TAP CAP	EA			$ -	$ 682.00	1	$ 682.00		$ -	1	$ 682.00
TRENCH SAFETY	LF	$ 0.50	15,637	$ 7,818.50	$ 0.50	12,481	$ 6,240.50	13,680	$ 6,840.00	41,798	$ 20,899.00
TESTING (EXCLUDING GEOTECH)	LF	$ 1.25	15,637	$ 19,546.25	$ 1.25	12,481	$ 15,601.25	13,680	$ 17,100.00	41,798	$ 52,247.50
TOTAL WATER				**$ 1,659,431.65**			**$ 1,364,613.20**		**$ 1,467,260.50**		**$ 4,491,305.35**

C.1 OFFSITE WATER

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 QUANTITY	Phase 1 TOTAL	UNIT PRICE	Phase 2 QUANTITY	Phase 2 TOTAL	Phase 3 QUANTITY	Phase 3 TOTAL	TOTAL QUANTITY	TOTAL TOTAL
12" WATER PIPE (INCLUDING BLOCKING, FITTINGS, BENDS, TEES, AND PLUGS)	LF	$ 86.00		$ -			$ -	1,414.00	$ 121,604.00	$ 1,414.00	$ 121,604.00
FIRE HYDRANT ASSEMLY (INCLUDING LEAD, TEE, VALVE, AND BLOCKING)	EA	$ 6,800.00		$ -			$ -	2	$ 13,600.00	$ 2.00	$ 13,600.00
CONNECT TO EXISTING WATER LINE W/ 12"x12" CUT-IN TEE	EA	$ 3,629.00		$ -			$ -	1	$ 3,629.00	$ 1.00	$ 3,629.00
TRENCH SAFETY	LF	$ 0.50		$ -			$ -	1,414	$ 707.00	$ 1,414.00	$ 707.00
PRESSURE TEST AND CHLORINATION	LF	$ 1.25		$ -			$ -	1,414	$ 1,767.50	$ 1,414.00	$ 1,767.50
PHASE 1 OFFSITE WATER AWARDED CONTRACT	LS	$ 584,267.15	35%	$ 204,915.00		31%	$ 178,976.40	34%	$ 200,375.75	100.00%	$ 584,267.15
TOTAL OFFSITE WATER				**$ 204,915.00**			**$ 178,976.40**		**$ 341,683.25**		**$ 725,574.65**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
VALOR - CITY OF ALVARADO, JOHNSON COUNTY

MARCH 23, 2026

				PHASE:	1	2	3	TOTAL
PROJECT NAME:	***Valor***	CREATED BY:	MU	NO. OF LOTS:	316	276	309	901
CITY:	Alvarado, Johnson County, Texas	CHECKED BY:	JDP	GROSS AC.	84.5	64.0	76.8	225.2
JOB NUMBER:	063451313	REVISED BY:	JDP	NET AC.	76.3	58.4	60.8	195.4

D. SANITARY SEWER

			Phase 1			Phase 2		Phase 3		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
6" SDR-35 P.V.C. SEWERLINE	LF			$ -	$ 44.19	25	$ 1,104.75		$ -	25	$ 1,104.75
8" SDR-35 P.V.C. SEWERLINE	LF	$ 44.30	5,628	$ 249,320.40	$ 51.42	9,287	$ 477,537.54	10,666	$ 548,445.72	25,581	$ 1,275,303.66
8" SDR-26 P.V.C. SEWERLINE	LF	$ 56.50	5,924	$ 334,706.00	$ 68.07	2,184	$ 148,664.88	1,030	$ 70,112.10	9,138	$ 553,482.98
10" SDR-26 P.V.C. SEWERLINE	LF	$ 68.20	1,398	$ 95,343.60			$ -		$ -	1,398	$ 95,343.60
10" SDR-35 P.V.C. SEWERLINE	LF	$ 63.80	750	$ 47,850.00			$ -		$ -	750	$ 47,850.00
12" SDR-26 P.V.C. SEWERLINE	LF	$ 73.20	20	$ 1,464.00			$ -		$ -	20	$ 1,464.00
8" SEWER PLUG	EA	$ 255.00	6	$ 1,530.00	$ 433.00	5	$ 2,165.00		$ -	11	$ 3,695.00
EXTRA DEPTH MANHOLE	VF			$ -	$ 207.00	291	$ 60,237.00		$ -	291	$ 60,237.00
4' DIAMETER MANHOLE	EA	$ 5,948.00	38	$ 226,024.00	$ 9,099.00	36	$ 327,564.00	45	$ 409,455.00	119	$ 963,043.00
5' DIAMETER MANHOLE	EA	$ 8,814.00	19	$ 167,466.00	$ 12,335.00	1	$ 12,335.00		$ -	20	$ 179,801.00
5' DIAMETER MANHOLE-EXTRA DEPTH	VF	$ 90.00	216	$ 19,440.00		220	$ -		$ -	436	$ 19,440.00
5' DROP MANHOLE	EA	$ 10,933.00	1	$ 10,933.00	$ 16,168.00	10	$ 161,680.00	1	$ 16,168.00	12	$ 188,781.00
4" SERVICE (RESIDENTIAL)	EA	$ 567.00	323	$ 183,141.00	$ 627.00	270	$ 169,290.00	309	$ 193,743.00	902	$ 546,174.00
CEMENT STABALIZED SAND	LF	$ 60.00	600	$ 36,000.00	$ 80.00	320	$ 25,600.00	380	$ 30,400.00	1,300	$ 92,000.00
TRENCH SAFETY	LF	$ 2.00	13,720	$ 27,440.00	$ 1.00	11,496	$ 11,496.00	11,696	$ 23,392.00	36,912	$ 62,328.00
REMOVE PLUG AND CONNECT TO EXISTING	EA		0	$ -	$ 1,027.00	6	$ 6,162.00	4	$ 4,108.00	10	$ 10,270.00
MANHOLE VACUUM TESTING	EA	$ 200.00	58	$ 11,600.00	$ 200.00	47	$ 9,400.00	46	$ 9,200.00	151	$ 30,200.00
TESTING (EXCLUDING GEOTECH)	LF	$ 2.00	13,720	$ 27,440.00	$ 2.85	11,496	$ 32,763.60	11,696	$ 33,333.60	36,912	$ 93,537.20
TOTAL SANITARY SEWER				**$ 1,439,698.00**			**$ 1,445,999.77**		**$ 1,338,357.42**		**$ 4,224,055.19**

D.1 LIFT STATION, FORCE MAIN, & OFF-SITE SANITARY SEWER

			Phase 1			Phase 2		Phase 3		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
LIFT STATION, FORCE MAIN & OFF-SITE SANITARY SEWER	LS	$ 3,371,243.19	35%	$ 1,182,367.20		31%	$ 1,032,700.47	34%	$ 1,156,175.52	100%	$ 3,371,243.19
TOTAL LIFT STATION, FORCE MAIN, & OFF-SITE SANITARY SEWER				**$ 1,182,367.20**			**$ 1,032,700.47**		**$ 1,156,175.52**		**$ 3,371,243.19**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
VALOR - CITY OF ALVARADO, JOHNSON COUNTY

Kimley»Horn

MARCH 23, 2026

				PHASE:	1	2	3	TOTAL
PROJECT NAME:	*Valor*	CREATED BY:	MU	NO. OF LOTS:	316	276	309	901
CITY:	Alvarado, Johnson County, Texas	CHECKED BY:	JDP	GROSS AC.	84.5	64.0	76.8	225.2
JOB NUMBER:	063451313	REVISED BY:	JDP	NET AC.	76.3	58.4	60.8	195.4

E. STORM SEWER

			Phase 1			Phase 2		Phase 3		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
21" RCP	LF	$ 68.40	4,045	$ 276,678.00	$ 74.95	3,768	$ 282,411.60	1,610	$ 120,669.50	9,423	$ 679,759.10
24" RCP	LF	$ 77.00	702	$ 54,054.00	$ 86.65	854	$ 73,999.10	570	$ 49,390.50	2,126	$ 177,443.60
27" RCP	LF			$ -	$ 99.96	550	$ 54,978.00		$ -	550	$ 54,978.00
30" RCP	LF	$ 100.00	1,427	$ 142,700.00	$ 109.39	628	$ 68,696.92	1,590	$ 173,930.10	3,645	$ 385,327.02
36" RCP	LF	$ 125.70	1,963	$ 246,749.10	$ 137.91	1,624	$ 223,965.84	1,540	$ 212,381.40	5,127	$ 683,096.34
42" RCP	LF	$ 159.40	735	$ 117,159.00			$ -	2,210	$ 352,274.00	2,945	$ 469,433.00
42" RCP, SEALED GASKET PIPE	LF	$ 184.40	255	$ 47,022.00			$ -		$ -		$ 47,022.00
48" RCP	LF	$ 192.90	458	$ 88,348.20			$ -	710	$ 136,959.00	1,168	$ 225,307.20
48" RCP, SEALED GASKET PIPE		$ 216.90	248	$ 53,791.20			$ -		$ -		$ 53,791.20
POND A OUTFALL WEIR	EA	$ 23,000.00	1	$ 23,000.00			$ -		$ -	1	$ 23,000.00
POND C OUTFALL WEIR	EA	$ 26,450.00	1	$ 26,450.00			$ -		$ -	1	$ 26,450.00
POND E OUTFALL WEIR	EA	$ 25,000.00		$ -			$ -	1	$ 25,000.00	1	$ 25,000.00
POND F OUTFALL WIER	EA	$ 25,000.00		$ -			$ -	1	$ 25,000.00	1	$ 25,000.00
4' STORM MANHOLE	EA	$ 5,283.00	15	$ 79,245.00	$ 6,904.00	13	$ 89,752.00	6	$ 41,424.00	34	$ 210,421.00
5' STORM MANHOLE	EA	$ 7,256.00	2	$ 14,512.00			$ -	6	$ 43,536.00		$ 58,048.00
6' STORM MANHOLE	EA	$ 9,078.00	4	$ 36,312.00			$ -		$ -		$ 36,312.00
2' DROP INLET WITH 4' CONCRETE APRON	EA	$ 4,521.00	1	$ 4,521.00			$ -		$ -	1	$ 4,521.00
3' DROP INLET WITH 4' CONCRETE APRON	EA	$ 4,780.00	2	$ 9,560.00			$ -		$ -	2	$ 9,560.00
4' DROP INLET WITH 4' CONCRETE APRON	EA	$ -	0	$ -	$ 5,869.00	1	$ 5,869.00		$ -	1	$ 5,869.00
5' CURB INLET	EA	$ 4,107.00	3	$ 12,321.00	$ 3,850.00	3	$ 11,550.00		$ -	6	$ 23,871.00
15' CURB INLET	EA	$ 8,107.00	8	$ 64,856.00	$ 6,759.00	16	$ 108,144.00		$ -	24	$ 173,000.00
10' CURB INLET	EA	$ 5,845.00	60	$ 350,700.00	$ 4,979.00	29	$ 144,391.00	76	$ 444,220.00	165	$ 939,311.00
21" 4:1 SET	EA	$ 2,315.00	4	$ 9,260.00	$ 1,952.00	3	$ 5,856.00		$ -	7	$ 15,116.00
24" 4:1 SET	EA	$ 2,315.00	1	$ 2,315.00			$ -		$ -	1	$ 2,315.00
30" 4:1 SET	EA	$ 3,328.00	2	$ 6,656.00			$ -		$ -	2	$ 6,656.00
36" 4:1 SET	EA	$ 4,830.00	3	$ 14,490.00			$ -		$ -	3	$ 14,490.00
30" SLOPED HEADWALL	EA	$ 3,328.00		$ -				2	$ 6,656.00	2	$ 6,656.00
36" SLOPED HEADWALL	EA	$ 4,830.00		$ -	$ 3,963.00	1	$ 3,963.00	2	$ 9,660.00	3	$ 13,623.00
42" SLOPED HEADWALL	EA	$ 9,500.00		$ -				3	$ 28,500.00	3	$ 28,500.00
48" SLOPED HEADWALL	EA	$ 10,500.00		$ -				2	$ 21,000.00	2	$ 21,000.00
REMOVE HEADWALL & CONNECT TO EXISTING STORM	EA			$ -	$ 2,450.00	5	$ 12,250.00	2	$ 4,900.00	7	$ 17,150.00
42" 4:1 SET	EA	$ 9,500.00	2	$ 19,000.00			$ -		$ -	2	$ 19,000.00
48" 4:1 SET	EA	$ 10,500.00	4	$ 42,000.00			$ -		$ -	4	$ 42,000.00
4'x4' SETB-PD HEADWALL (CULVERT A)	EA	$ 10,500.00	0	$ -			$ -		$ -	0	$ -
2 - 7'X4' TXDOT SW-0 HEADWALL (CULVERT A)	EA			$ -	$ 15,282.00	2	$ 30,564.00		$ -	2	$ 30,564.00
7'x4' SETB-PD HEADWALL (CULVERT A)	EA			$ -	$ 485.71	42	$ 20,399.82		$ -	42	$ 20,399.82
7'x4' SETB-PD HEADWALL (CULVERT B)	EA	$ 21,000.00	0	$ -			$ -		$ -	0	$ -
9'x4' TxDOT SW-0 HEADWALL (CULVERT D)	EA	$ 37,500.00	2	$ 75,000.00			$ -		$ -	2	$ 75,000.00
7'x4' & 6'x4' TxDOT SW-0 HEADWALL (CULVERT C)	EA	$ 27,000.00	2	$ 54,000.00			$ -		$ -	2	$ 54,000.00
4'x4' RCB (CULVERT A)	LF	$ 260.00	0	$ -			$ -		$ -	0	$ -
6'x4' RCB (CULVERT C)	LF	$ 373.60	267	$ 99,751.20			$ -		$ -	267	$ 99,751.20
7'x4' RCB (CULVERT B & CULVERT C)	LF	$ 439.50	801	$ 352,039.50			$ -		$ -	801	$ 352,039.50
9'x4' RCB (CULVERT D)	LF	$ 538.70	372	$ 200,396.40			$ -		$ -	372	$ 200,396.40
12" ROCK RIP RAP	SY	$ 130.00	1,547	$ 201,110.00	$ 170.00	97	$ 16,490.00	85	$ 14,450.00	1,729	$ 232,050.00
FLUME	EA	$ 3,500.00	1	$ 3,500.00			$ -	1	$ 3,500.00	2	$ 7,000.00
TRENCH SAFETY	LF	$ 1.50	11,273	$ 16,909.50	$ 1.50	7,466	$ 11,199.00	8,230	$ 12,345.00	26,969	$ 40,453.50
TESTING (TV)	LF	$ 2.00	11,273	$ 22,546.00	$ 2.00	7,466	$ 14,932.00	8,230	$ 16,460.00	26,969	$ 53,938.00
TOTAL STORM SEWER				**$ 2,766,952.10**			**$ 1,179,411.28**		**$ 1,742,255.50**		**$ 5,688,618.88**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
VALOR - CITY OF ALVARADO, JOHNSON COUNTY

MARCH 23, 2026

				PHASE:	1	2	3	TOTAL
PROJECT NAME:	***Valor***	CREATED BY:	MU	NO. OF LOTS:	316	276	309	901
CITY:	Alvarado, Johnson County, Texas	CHECKED BY:	JDP	GROSS AC.	84.5	64.0	76.8	225.2
JOB NUMBER:	063451313	REVISED BY:	JDP	NET AC.	76.3	58.4	60.8	195.4

E.1 OFFSITE STORM SEWER

			Phase 1			Phase 2		Phase 3		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
24" PSET-SC TXDOT HEADWALL	EA	$ 2,315.00		$ -			$ -	2	$ 4,630.00	2	$ 4,630.00
36" PSET-SC TXDOT HEADWALL	EA	$ 4,830.00		$ -			$ -	1	$ 4,830.00	1	$ 4,830.00
2'X2' DROP INLET	EA	$ 4,521.00		$ -			$ -	1	$ 4,521.00	1	$ 4,521.00
12" COMMON STONE RIPRAP	SY	$ 130.00		$ -			$ -	150	$ 19,500.00	150	$ 19,500.00
24" RCP CLASS IV	LF	$ 100.00		$ -			$ -	67	$ 6,700.00	67	$ 6,700.00
36" RCP	LF	$ 285.00		$ -			$ -	80	$ 22,800.00	80	$ 22,800.00
TRENCH SAFETY	LF	$ 0.50		$ -			$ -	147	$ 73.50	$ 147.00	$ 73.50
TESTING (TV)	LF	$ 2.00		$ -			$ -	147	$ 294.00	$ 147.00	$ 294.00
PHASE 1 OFFSITE STORM SEWER AWARDED CONTRACT (DEDUCTED FROM OVERALL CONTRACT)	LS	$ 367,912.90	35%	$ 129,034.93		31%	$ 112,701.40	34%	$ 126,176.57	100%	$ 367,912.90
TOTAL OFFSITE STORM SEWER				**$ 129,034.93**			**$ 112,701.40**		**$ 189,525.07**		**$ 431,261.40**

E.2 UTILITY CONTRACT GENERAL CONDITIONS

			Phase 1			Phase 2		Phase 3		TOTAL	
DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	TOTAL	UNIT PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
MOBILIZATION	EA	$ 7,500.00	1	$ 7,500.00	$ 8,500.00	1	$ 8,500.00	1	$ 8,500.00	3	$ 24,500.00
MAINTENANCE BOND JCSUD 2Y 100%	LS	$ 31,722.00	1	$ 31,722.00	$ 56,861.75	1	$ 56,861.75	1	$ 50,000.00	3	$ 138,583.75
MAINTENANCE BOND ALVARADO 2Y 100%	LS	$ 58,470.00	1	$ 58,470.00			$ -		$ -	1	$ 58,470.00
TRAFFIC CONTROL	LS	$ 12,500.00	1	$ 12,500.00			$ -		$ -	1	$ 12,500.00
POT HOLE EXISTING UTILITIES	LS	$ 11,750.00	1	$ 11,750.00			$ -		$ -	1	$ 11,750.00
POLE HOLDING	LS	$ 3,500.00	1	$ 3,500.00			$ -		$ -	1	$ 3,500.00
TOTAL GENERAL CONDITIONS				**$ 125,442.00**			**$ 65,361.75**		**$ 58,500.00**		**$ 249,303.75**
TOTAL UTILITIES				**$7,507,840.89**			**$5,379,764.26**		**$6,293,757.26**		**$19,181,362.41**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
VALOR - CITY OF ALVARADO, JOHNSON COUNTY

MARCH 23, 2026

PROJECT NAME:	***Valor***	*CREATED BY:*	MU
CITY:	*Alvarado, Johnson County, Texas*	*CHECKED BY:*	JDP
JOB NUMBER:	063451313	*REVISED BY:*	JDP

PHASE:	1	2	3	TOTAL
NO. OF LOTS:	316	276	309	901
GROSS AC.	84.5	64.0	76.8	225.2
NET AC.	76.3	58.4	60.8	195.4

F. PAVEMENT

DESCRIPTION	*UNIT*	*UNIT PRICE*	*Phase 1*		*UNIT PRICE*	*Phase 2*		*Phase 3*		*TOTAL*	
			QUANTITY	*TOTAL*		*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
7" REINF. CONCRETE STREET PAVEMENT 31' B-B (RESIDENTIAL)	SY	$ 48.54	44,733	$ 2,171,334.48	$ 48.96	35,850	$ 1,755,216.00	41,676	$ 2,040,456.96	122,259	$ 5,967,007.44
8" REINF. CONCRETE STREET PAVEMENT 31' B-B (RESIDENTIAL)	SY	$ 52.91	9,891	$ 523,332.81	$ 52.52	6,500	$ 341,380.00	5,699	$ 301,534.09	22,090	$ 1,166,246.90
6" LIME SUBGRADE PREPARATION (RESIDENTIAL)	SY	$ 3.06	47,404	$ 145,056.79	$ 3.20	38,000	$ 121,600.00	43,586	$ 139,475.20	128,990	$ 406,131.99
8" LIME SUBGRADE PREPARATION (RESIDENTIAL)	SY	$ 3.53	10,467	$ 36,948.51	$ 3.76	6,850	$ 25,756.00	6,011	$ 22,601.36	23,328	$ 85,305.87
HYDRATED LIME FOR RESIDENTIAL STREET (36#/SY)	TON	$ 297.63	853	$ 253,984.12	$ 287.29	684	$ 196,506.36	785	$ 233,505.02	2,322	$ 683,995.50
HYDRATED LIME FOR RESIDENTIAL STREET (48#/SY)	TON	$ 297.64	251	$ 74,707.64	$ 287.30	164	$ 47,117.20	144	$ 42,938.74	559	$ 164,763.58
PAVEMENT HEADER	LF	$ 14.77	254	$ 3,751.58	$ 13.76	192	$ 2,641.92		$ -	446	$ 6,393.50
BARRICADE (TYPE 3)	EA	$ 1,633.28	8	$ 13,066.24	$ 1,569.78	6	$ 9,418.68		$ -	14	$ 22,484.92
REMOVE BARRICADE & CONNECT TO EXISTING PAVEMENT HEADER	LF			$ -	$ 745.25	7	$ 5,216.75	6	$ 4,471.50	13	$ 9,688.25
10' CONCRETE SIDEWALK	LF	$ 86.15	2,001	$ 172,386.15	$ 84.65	1,360	$ 115,124.00	1,221	$ 105,189.15	4,582	$ 392,699.30
4' CONCRETE SIDEWALK	LF	$ 29.20	4,646	$ 135,663.20	$ 29.48	3,890	$ 114,677.20	3,174	$ 93,569.52	11,710	$ 343,909.92
BARRIER FREE PEDESTRIAN RAMP	EA	$ 2,495.50	24	$ 59,892.00	$ 2,391.79	15	$ 35,876.85	49	$ 122,279.50	88	$ 218,048.35
STOP SIGN	EA				$ 420.66	7	$ 2,944.62		$ -	7	$ 2,944.62
STOP SIGN W/ STREET NAME BLADES	EA	$ 544.43	31	$ 16,877.33	$ 507.87	15	$ 7,618.05	24	$ 13,066.32	70	$ 37,561.70
STREET SIGN W/ NAME BLADES	EA	$ 409.62	4	$ 1,638.48	$ 420.66	2	$ 841.32	5	$ 2,103.30	11	$ 4,583.10
6" COMMON STONE RIP RAP	SY			$ -	$ 50.92	105	$ 5,346.60		$ -	105	$ 5,346.60
MAINTENANCE BOND (100% OF PUBLIC IMPROVEMENTS)	LS	$ 39,750.00	1	$ 39,750.00	$ 31,250.00	1	$ 31,250.00	1	$ 35,000.00	3	$ 106,000.00
TOTAL PAVEMENT				**$ 3,648,389.33**			**$ 2,818,531.55**		**$ 3,156,190.66**		**$ 9,623,111.54**

F.1 OFFSITE PAVEMENT

DESCRIPTION	*UNIT*	*UNIT PRICE*	*Phase 1*			*Phase 2*		*Phase 3*		*TOTAL*	
			QUANTITY	*TOTAL*		*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*	*QUANTITY*	*TOTAL*
7" REINF. CONCRETE STREET PAVEMENT 31' B-B (RESIDENTIAL)	SY	$ 48.96		$ -			$ -	4,635	$ 226,929.60	4,635	$ 226,929.60
6" LIME SUBGRADE PREPARATION (RESIDENTIAL)	SY	$ 3.20		$ -			$ -	4,942	$ 15,814.40	4,942	$ 15,814.40
HYDRATED LIME FOR RESIDENTIAL STREET (36#/SY)	TON	$ 297.63		$ -			$ -	120	$ 35,715.60	120	$ 35,715.60
STOP SIGN W/ STREET NAME BLADES	EA	$ 409.62		$ -			$ -	1	$ 409.62	1	$ 409.62
2" TYPE C HMAC (CR 505)	SY	$ 142.25		$ -			$ -	175	$ 24,893.75	175	$ 24,893.75
6" TYPE B HMAC (CR 505)	SY	$ 152.60		$ -			$ -	175	$ 26,705.00	175	$ 26,705.00
SAWCUT & CONNECT TO EXISTING ASPHALT PAVEMENT	LF	$ 10.95		$ -			$ -	100	$ 1,095.00	100	$ 1,095.00
TRAFFIC CONTROL (CR 505)	LS	$ 10,000.00		$ -			$ -	1	$ 10,000.00	1	$ 10,000.00
PHASE 1 OFFSITE PAVING AWARDED CONTRACT (DEDUCTED FROM OVERALL CONTRACT)	LS	$ 337,659.32	35%	$ 118,424.36		31%	$ 103,433.93	34%	$ 115,801.03	100%	$ 337,659.32
PHASE 1 CHANGE ORDER #1 (SPECIFICALLY FOR OFFSITE PAVING ONLY)	LS	$ 94,298.66	35%	$ 33,072.56		31%	$ 28,886.16	34%	$ 32,339.94	100%	$ 94,298.66
PHASE 1 CHANGE ORDER #2 (SPECIFICALLY FOR OFFSITE PAVING ONLY)	LS	$ 50,691.85	35%	$ 17,778.72		31%	$ 15,528.25	34%	$ 17,384.89	100%	$ 50,691.85
TOTAL OFFSITE PAVEMENT				**$ 169,275.63**			**$ 147,848.34**		**$ 507,088.83**		**$ 824,212.80**

PRELIMINARY OPINION OF PROBABLE CONSTRUCTION COST - IMPORTANT NOTES APPLY
VALOR - CITY OF ALVARADO, JOHNSON COUNTY

MARCH 23, 2026

				PHASE:	1	2	3	TOTAL
PROJECT NAME:	***Valor***	CREATED BY:	MU	NO. OF LOTS:	316	276	309	901
CITY:	Alvarado, Johnson County, Texas	CHECKED BY:	JDP	GROSS AC.	84.5	64.0	76.8	225.2
JOB NUMBER:	063451313	REVISED BY:	JDP	NET AC.	76.3	58.4	60.8	195.4

G. RETAINING WALLS

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 QUANTITY	Phase 1 TOTAL	UNIT PRICE	Phase 2 QUANTITY	Phase 2 TOTAL	Phase 3 QUANTITY	Phase 3 TOTAL	TOTAL QUANTITY	TOTAL TOTAL
RETAINING WALLS	LS	PER PHASE	1	$ 297,000.00		1	$ 335,153.00	1	$ 400,000.00	3	$ 1,032,153.00
TOTAL RETAINING WALLS				**$ 297,000.00**			**$ 335,153.00**		**$ 400,000.00**		**$ 1,032,153.00**

H. LANDSCAPE/HARDSCAPE & MISCELLANEOUS

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 QUANTITY	Phase 1 TOTAL	UNIT PRICE	Phase 2 QUANTITY	Phase 2 TOTAL	Phase 3 QUANTITY	Phase 3 TOTAL	TOTAL QUANTITY	TOTAL TOTAL
LANDSCAPE, HARDSCAPE & IRRIGATION	LS	PER PHASE	1	$ 657,695.95		1	$ 400,000.00	1	$ 400,000.00	3	$ 1,457,695.95
AMENITY CENTER	LS	$ 2,500,000.00		$ -		1	$ 2,500,000.00		$ -		$ 2,500,000.00
TOTAL LANDSCAPE/HARDSCAPE & MISCELLANEOUS				**$ 657,695.95**			**$ 2,900,000.00**		**$ 400,000.00**		**$ 3,957,695.95**

I. CITY FEES AND OTHER

DESCRIPTION	UNIT	UNIT PRICE	Phase 1 QUANTITY	Phase 1 TOTAL	UNIT PRICE	Phase 2 QUANTITY	Phase 2 TOTAL	Phase 3 QUANTITY	Phase 3 TOTAL	TOTAL QUANTITY	TOTAL TOTAL
FRANCHISE ELECTRIC SERVICE	LOT	$ 500.00	316	$ 158,000.00		276	$ 138,000.00	309	$ 154,500.00	901	$ 450,500.00
FRANCHISE GAS SERVICE	LOT	$ 500.00	316	$ 158,000.00		276	$ 138,000.00	309	$ 154,500.00	901	$ 450,500.00
INSPECTION FEES	LOT	$ 330.00	316	$ 104,280.00		276	$ 91,080.00	309	$ 101,970.00	901	$ 297,330.00
FINAL GEOTECHNICAL REPORT	LS	$ 141,200.00	1	$ 141,200.00			$ -		$ -	1	$ 141,200.00
MUNICIPAL FEES	LS	$ 15,000.00	1	$ 15,000.00		1	$ 15,000.00	1	$ 15,000.00	3	$ 45,000.00
PLAT FEES ($70/LOT + $250/PAGE + $100) ASSUME 10 PAGES	LOT	$ 70.00	316	$ 24,720.00		276	$ 21,920.00	309	$ 24,230.00	901	$ 70,870.00
SWPP ADMINISTRATION	LS	$ 7,500.00	1	$ 7,500.00		1	$ 7,500.00	1	$ 7,500.00	3	$ 22,500.00
JCSUD NON-RESIDENTIAL IMPACT FEES	LS	PER PHASE	1	$ 116,463.00		1	$ 93,921.00	1	$ 93,921.00	3	$ 304,305.00
TRAFFIC SIGNAL AT HWY 67 & CR 1902	LS	$ 371,110.80	35%	$ 130,156.51		31%	$ 113,681.00	34%	$ 127,273.29	100%	$ 371,110.80
ESCROW FOR SHARED SEWER INFRASTRUCTURE (WWTP, GREEN LINE, ORANGE LINE)	LS	$ 1,586,578.83	35%	$ 556,447.18		31%	$ 486,010.83	34%	$ 544,120.82	100%	$ 1,586,578.83
TOTAL CITY FEES & OTHER				**$ 1,411,766.69**			**$ 1,105,112.83**		**$ 1,223,015.11**		**$ 3,739,894.63**

SUMMARY	Phase 1		Phase 2	Phase 3	TOTAL
A. CLEARING & EXCAVATION	$	1,712,669.50	$ 925,563.00	$ 1,191,470.60	$ 3,829,703.10
B. EROSION CONTROL	$	96,258.00	$ 68,495.00	$ 97,752.50	$ 262,505.50
C. WATER	$	1,659,431.65	$ 1,364,613.20	$ 1,467,260.50	$ 4,491,305.35
C.1. OFFSITE WATER	$	204,915.00	$ 178,976.40	$ 341,683.25	$ 725,574.65
D. SANITARY SEWER	$	1,439,698.00	$ 1,445,999.77	$ 1,338,357.42	$ 4,224,055.19
D.1 LIFT STATION, FORCEMAIN, & OFF-SITE SANITARY SEWER	$	1,182,367.20	$ 1,032,700.47	$ 1,156,175.52	$ 3,371,243.19
E. STORM SEWER	$	2,766,952.10	$ 1,179,411.28	$ 1,742,255.50	$ 5,688,618.88
E.1 OFFSITE STORM SEWER	$	129,034.93	$ 112,701.40	$ 189,525.07	$ 431,261.40
E. UTILITY CONTRACT GENERAL CONDITIONS	$	125,442.00	$ 65,361.75	$ 58,500.00	$ 249,303.75
F. PAVEMENT	$	3,648,389.33	$ 2,818,531.55	$ 3,156,190.66	$ 9,623,111.54
F.1 OFFSITE PAVEMENT	$	169,275.63	$ 147,848.34	$ 507,088.83	$ 824,212.80
G. RETAINING WALLS	$	297,000.00	$ 335,153.00	$ 400,000.00	$ 1,032,153.00
H. LANDSCAPE/HARDSCAPE & MISCELLANEOUS	$	657,695.95	$ 2,900,000.00	$ 400,000.00	$ 3,957,695.95
I. CITY FEES & OTHER	$	1,411,766.69	$ 1,105,112.83	$ 1,223,015.11	$ 3,739,894.63
SUB-TOTAL	**$**	**15,500,895.99**	**$ 13,680,467.98**	**$ 13,269,274.95**	**$ 42,450,638.93**

APPENDIX C
LEGAL DESCRIPTION

Metes and Bounds Description - PID

TRACT I:
BEING a tract of land situated in the WILLIAM HICKMAN SURVEY, Abstract No. 327, in Johnson County,
Texas, and being all of the same tract of land described in deed to Southwestern Gas Pipeline, Inc., as
recorded in Instrument No. 201100030357, Official Public Records, Johnson County, Texas, and being more particularly described as follows:
BEGINNING at a point for corner, from which a 1/2-inch iron rod with orange plastic cap stamped "FOX"
found, bears North 71 deg 42 min 31 sec West, a distance of 0.54 feet, said point being the Northeasterly corner of said Southwestern Gas Pipeline, Inc. tract, said point being situated on the Southerly line of a tract of land as described in deed to Billy R. and Michelle W. Jennings:
THENCE South 30 deg 21 min 30 sec East, departing the Southerly line of said Billy R. and Michelle W.
Jennings tract and along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 2,575.12 feet to a point for corner from which a 1/2-inch iron rod found bears North 71 deg 47 min 22 sec West, a distance of 0.33 feet, said point being the Southwest corner of said Southwestern Gas Pipeline, Inc. tract;
THENCE South 59 deg 48 min 23 sec West, departing the Northeasterly line and along the Southeasterly
line of said Southwestern Gas Pipeline, Inc. tract, a distance of 656.35 feet to a point for corner from which a 1/2- inch iron rod found beats South 23 deg 12 min 58 sec East, a distance of 0.99 feet;
THENCE North 27 deg 47 min 07 sec West, departing the Southeasterly line and along the Southwesterly
line of said Southwestern Gas Pipeline, Inc. tract, a distance of 151.94 feet to a point for corner from which a 1/2inch iron rod found bears South 83 deg 43 min 39 sec West, a distance of 0.24 feet;
THENCE North 30 deg 09 min 04 sec West, continuing along the Southwesterly line of said Southwestern
Gas Pipeline, Inc. tract, a distance of 2,430.29 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S.
5714" set corner, said MAG nail being situated in the Southerly line of said Billy R. and Michelle W. Jennings tract;
THENCE North 60 deg 25 min 51 sec East, departing the Southwesterly line and along the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 640.80 feet to the POINT OF BEGINNING.
CONTAINING within these metes and bounds 38.217 acre of 1,664.745 square feet of land, more or less.

TRACT II:
BEING a tract of land situated in the WILLIAM HICKMAN SURVEY, Abstract No. 327, in Johnson County,

Texas, and being all of the same tract of land described in deed to Southwestern Gas Pipeline, Inc., as
recorded in Instrument No. 201100030357 [correct reference is 201200000284], Official Public Records,
Johnson County, Texas, and being more particularly described as follows:
BEGINNING at a 3/8-inch iron rod found for corner, said iron rod being the Northeasterly corner of said
Southwestern Gas Pipeline, Inc. tract, the Southeasterly corner of a tract of land as described in deed to
M.K. Brown, recorded in Volume 1839, Page 529, Deed Records, Johnson County, Texas (D.R.J.C.T.), and
being situated in the Southwesterly line of a tract of land described in deed to Deborah L. Rayfield, recorded in Volume 1596, Page 723, D.R.J.C.T.;
THENCE South 29 deg 55 min 22 sec East, departing the Southeasterly line of M.K. Brown tract, the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract and along the Northeasterly line of said
Southwestern Gas Pipeline, Inc. tract, a distance of 2,244.04 feet to a point for corner from which a 3/8-inch iron rod found bears North 48 deg 33 min 03 sec West, a distance of 0.29 feet;
THENCE South 30 deg 30 min 10 sec East, continuing along said Northeasterly line, a distance of 1,582.17 feet to a 1/20-inch iron rod found for corner, said iron rod being the Southwesterly corner of a tract of land as described in deed to B. Holnam TX LP, recorded in Volume 2453, Page 429, D.R.J.C.T.;
THENCE North 60 deg 15 min 07 sec East, continuing along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract and along the Southeasterly line of said Holnam TX LP tract, a distance of 40.22 feet to a 1/2-inch iron rod with red plastic cap stamped "TOPOGRAPH" found for corner;
THENCE South 30 deg 43 min 27 sec East, departing the Southeasterly line of said Holnam TX LP tract and continuing along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 1,606.69 feet to a 5/8-inch iron rod found with orange plastic cap stamped "MUSTANG LP" found for corner, said iron rod being situated in the Southwesterly line of a tract of land described in deed to The Matriarch Trust, recorded in Volume 1546, Page 725, D.R.J.C.T., iron rod being situated in the Northwesterly right-of-way line of Highway 67 (variable width right-of-way), said iron rod also being the beginning of a non-tangent curve to the left having a radius of 23,069.39 feet, a central angle of 00 deg 28 min 33 sec, a chord bearing of South 60 deg 39 min 28 sec West and a chord length of 191.62 feet;
THENCE departing the Southwesterly line of said The Matriarch Trust tract and the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract and along the Northwesterly right-of-way line and along the
non-tangent curve to the left, an arc distance of 191.62 feet to a point corner from which a TXDOT (Texas Department of Transportation) brass monument found bears South 37 deg 37 min 02 sec East, a distance of 0.26 feet;
THENCE South 43 deg 42 min 54 sec West, continuing along said Northwesterly right-of-way line, a distance of 68.66 feet to a TXDOT brass monument found for corner and the beginning of a curve to the left having a radius of 23,860.33 feet, a central angle of 00 deg 59 min 05 sec, a chord bearing of South 59 deg 49 min 23 sec West and a chord length of 410.02 feet;

THENCE continuing along said Northwesterly right-of-way line and along said curve to the left, an arc
distance of 410.03 feet to a TXDOT brass monument found for corner;
THENCE South 59 deg 18 min 03 West, continuing along said Northwesterly right-of-way line, a distance of 360.98 feet to a TXDOT brass monument found for corner;
THENCE North 30 deg 21 min 57 sec West, departing the Northwesterly right-of-way line of said Highway 67, a distance of 531.17 feet to a 1/2-inch iron rod found for corner;
THENCE South 59 deg 38 min 36 sec West, a distance of 399.90 feet to a 1/2-inch iron rod found for corner;
THENCE South 30 deg 20 min 59 sec East, a distance of 550.41 feet to a 1/2-inch iron rod found for corner, said iron rod being situated in the Northwesterly right-of-way line of said Highway 67;
THENCE South 59 deg 19 min 45 sec West, along said Northwesterly right-of-way line, a distance of 59.95 feet to a feet to a 1/2-inch iron rod with yellow plastic camp stamped 'FORT WORTH SURVEYING" found for corner;
THENCE North 30 deg 21 min 30 sec West, departing said Northwesterly right-of-way line, a distance of 5,480.21 feet to a point for corner from which a 1/2-inch iron rod with orange plastic cap stamped
"FOX" bears North 71 deg 42 min 31 sec West, a distance of 0.54 feet, said point being situated in the Southerly line of a tract of land described in deed to Billy R. and Michelle W. Jennings;
THENCE North 60 deg 06 min 10 sec East, departing the Southwesterly line and along the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 1,451.25 feet to the POINT OF BEGINNING.
CONTAINING within these metes and bounds 176.983 acres or 7,709,381 square feet of land, more or less.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND
DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION AS TO THE AREA OR
QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT,
BUT IS MADE SOLELY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT
OVERRIDE THE EXCEPTION CONTAINED IN SCHEDULE B ITEM 2 HEREIN.

PROPERTY DESCRIPTION - IA #1

BEING a tract of land situated in the William Hickman Survey, Abstract No. 327, City of Alvarado, Johnson County, Texas, and being all of a called 84.559 acre tract of land described in the Special Warranty Deed to 2DRP Bookbinder Multistate, LLC, recorded in Instrument No. 2024-32018, Official Public Records, Johnson County,Texas (O.P.R.J.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped “Fort Worth Surveying” found for the southwest corner of said of said 84.559 acre tract and being the southeast corner of Lot 1R, Block 1, Texas Ranch Business Park, an addition to the City of Alvarado, recorded in Instrument No. 2023-48, Plat Records, Johnson County, Texas (P.R.J.C.T.), and being in the northwesterly right-of-way line of East Highway No. 67 (a variable width right-of-way);

THENCE North 30°21'35" West, with the common line of said 84.559 acre tractand said Texas Ranch Business Park, a distance of 2,905.56 feet to a 1/2-inch iron rod found for angle point in the north line of said Texas Ranch Business Park and being the east corner of a called 38.217 acre tract of land described as “Tract 1” in the Special Warranty Deed to 215/67/Alvarado, LLC, recorded in Instrument No. 2021-19453, O.P.R.J.C.T.;

THENCE North 30°21'42" West, with the common line of said 84.559 acre tract and said “Tract 1”, a distance of 301.88 feet to 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

THENCE over and across said 84.559 acre tract, the following calls:

North 59°21'52" East, a distance of 495.89 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for the beginning of a non-tangent curve to the right with a radius of 470.00 feet, a central angle of 13°35'47", and a chord bearing and distance of South 37°31'21" East, 111.27 feet;

In a southeasterly direction, with said non-tangent curve to the right, an arc distance of 111.53 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 30°43'27" East, a distance of 409.27 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner;

South 59°38'34" West, a distance of 406.45 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner;

South 30°00'57" East, a distance of 1,169.94 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner;

South 30°47'07" East, a distance of 86.34 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner;

South 31°20'37" East, a distance of 103.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for corner;

South 86°46'14" East, a distance of 188.53 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” set for the beginning of a non-tangent curve to the right with a radius of 325.00 feet, a central angle of 02°57'56", and a chord bearing and distance of North 01°44'47" East, 16.82 feet;

In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 16.82 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 03°13'46" East, a distance of 83.19 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 41°46'14" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 86°46'14" West, a distance of 10.50 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 03°13'46" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 86°46'14" East, a distance of 38.77 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 03°13'46" East, a distance of 34.03 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 30°43'27" West, a distance of 550.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 59°16'33" East, a distance of 105.36 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for the beginning of a non-tangent curve to the left with a radius of 475.00 feet, a central angle of 08°24'38", and a chord bearing and distance of North 42°56'41" West, 69.66 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 69.73 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for the beginning of a non-tangent curve to the left with a radius of 37.80 feet, a central angle of 08°53'03", and a chord bearing and distance of North 47°09'00" West, 5.85 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 5.86 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 87°51'00" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 42°51'00" West, a distance of 10.50 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 47°09'00" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 42°51'00" East, a distance of 17.49 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 47°09'00" West, a distance of 110.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 42°51'00" East, a distance of 173.01 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 47°09'00" West, a distance of 45.30 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 42°51'00" East, a distance of 60.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 47°09'00" East, a distance of 10.50 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 87°51'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 42°51'00" East, a distance of 100.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 02°09'00" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 47°09'00" West, a distance of 96.27 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for the beginning of a tangent curve to the right with a radius of 475.00 feet, a central angle of 16°25'33", and a chord bearing and distance of North 38°56'14" West, 135.71 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 136.18 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 30°43'27" West, a distance of 79.18 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 59°16'33" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 30°43'27" East, a distance of 10.50 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 75°43'27" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 59°16'33" East, a distance of 100.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 30°43'27" West, a distance of 540.93 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 30°43'27" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 59°16'33" East, a distance of 100.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 13°59'54" East, a distance of 14.07 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 32°01'07" West, a distance of 10.36 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 57°35'45" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 31°59'28" East, a distance of 11.83 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 75°58'35" East, a distance of 14.20 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 59°16'33" East, a distance of 218.38 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 12°58'32" East, a distance of 13.82 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 33°52'02" West, a distance of 10.82 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 55°51'03" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 33°48'18" East, a distance of 13.81 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 76°58'05" East, a distance of 14.45 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

North 59°16'33" East, a distance of 133.26 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner in the northeasterly line of said 84.559 acre tract and being in the southwesterly line of a called 206.242 acre tract of land described in the Warranty Deed to Holman Texas L.P., recorded in Volume 2453, Page 429, D.R.J.C.T.;

THENCE with the common line of said 84.559 acre tract and said 206.242 acre tract, the following calls:

South 30°15'32" East, a distance of 1,538.60 feet to a 3/8-inch iron rod found for the southwest corner of said 206.242 acre tract;

North 59°23'00" East, a distance of 40.32 feet to a 1/2-inch iron rod with red plastic cap stamped “TOPO GRAPHI” found for an angle point in the north line of said 84.559 acre tract and being the northwest corner of a called 97.47 acre tract described in the Warranty Deed to The Matriarch Trust, recorded in Volume 1546, Page 725, D.R.J.C.T.;

THENCE South 30°44'08" East, with the common line of said 84.559 acre tract and said 97.47 acre tract, a distance of 1,607.00 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for the southeast corner of said 84.559 acre tract, and being in the northwesterly right-of-way line of said East Highway No. 67, and being the beginning of a non-tangent curve to the left with a radius of 13,446.14 feet, a central angle of 00°49'03", and a chord bearing and distance of South 60°38'06" West, 191.88 feet;

THENCE with the northwesterly right-of-way line of said East Highway No. 67, the following calls:

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 191.88 feet to a 3-1/2-inch brass monument stamped “Texas Department of Transportation” found for corner;

South 43°58'07" West, a distance of 68.58 feet to a 3-1/2-inch brass monument stamped “Texas Department of Transportation” found for the beginning of a non-tangent curve to the left with a radius of 23,044.69 feet, a central angle of 01°01'09", and a chord bearing and distance of South 59°48'32" West, 409.87 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 409.87 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 59°17'58" West, a distance of 361.09 feet to a 1/2-inch iron rod found for the southeast corner of a called 5.000 acre tract described as “Tract 1” in the Quite Claim Deed to TKB Development, LLC, recorded in Instrument No. 2019-4737, O.P.R.J.C.T., and from which a 3-1/2-inch brass monument stamped “Texas Department of Transportation” found for an angle point in the south line of said 5.000 acre tract bears South 59°18'10” West, a distance of 84.32 feet;

THENCE with the common line of said 84.559 acre tract and said 5.000 acre tract, the following calls:

North 30°21'37" West, a distance of 531.80 feet to a 5/8-inch iron rod with red plastic cap stamped “KHA” found for corner;

South 59°36'15" West, a distance of 399.61 feet to a 1/2-inch iron rod (leaning) found for corner;

South 30°17'52" East, a distance of 550.33 feet to a 1/2-inch iron rod found for the southwest corner of said 5.000 acre tract, and being in the northwesterly right-of-way line of said East Highway No. 67;

THENCE South 59°22'26" West, with said right-of-way line, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing a computed area of 3,683,380 square feet or 84.559 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



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SCALE: 1"=400'

VALOR PHASE 1
PUBLIC IMPROVEMENT DISTRICT
OFFSITE PAVING & DRAINAGE IMPROVEMENTS

Kimley»Horn
13455 Noel Road - Two Galleria Tower, Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928

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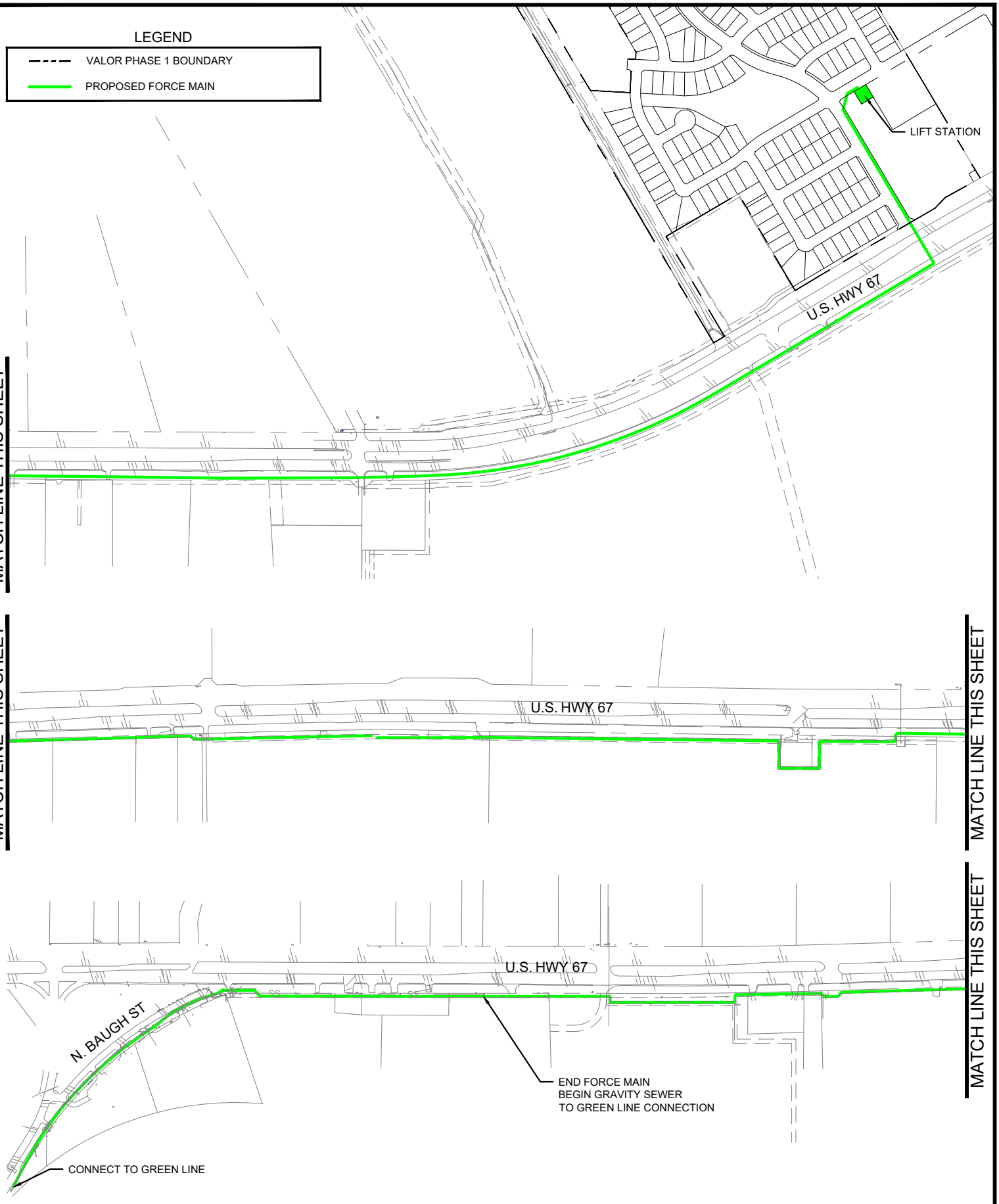
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SCALE: 1"=400'

VALOR PHASE 1
PUBLIC IMPROVEMENT DISTRICT
OFFSITE WATER IMPROVEMENTS

Kimley»Horn
13455 Noel Road - Two Galleria Tower, Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928

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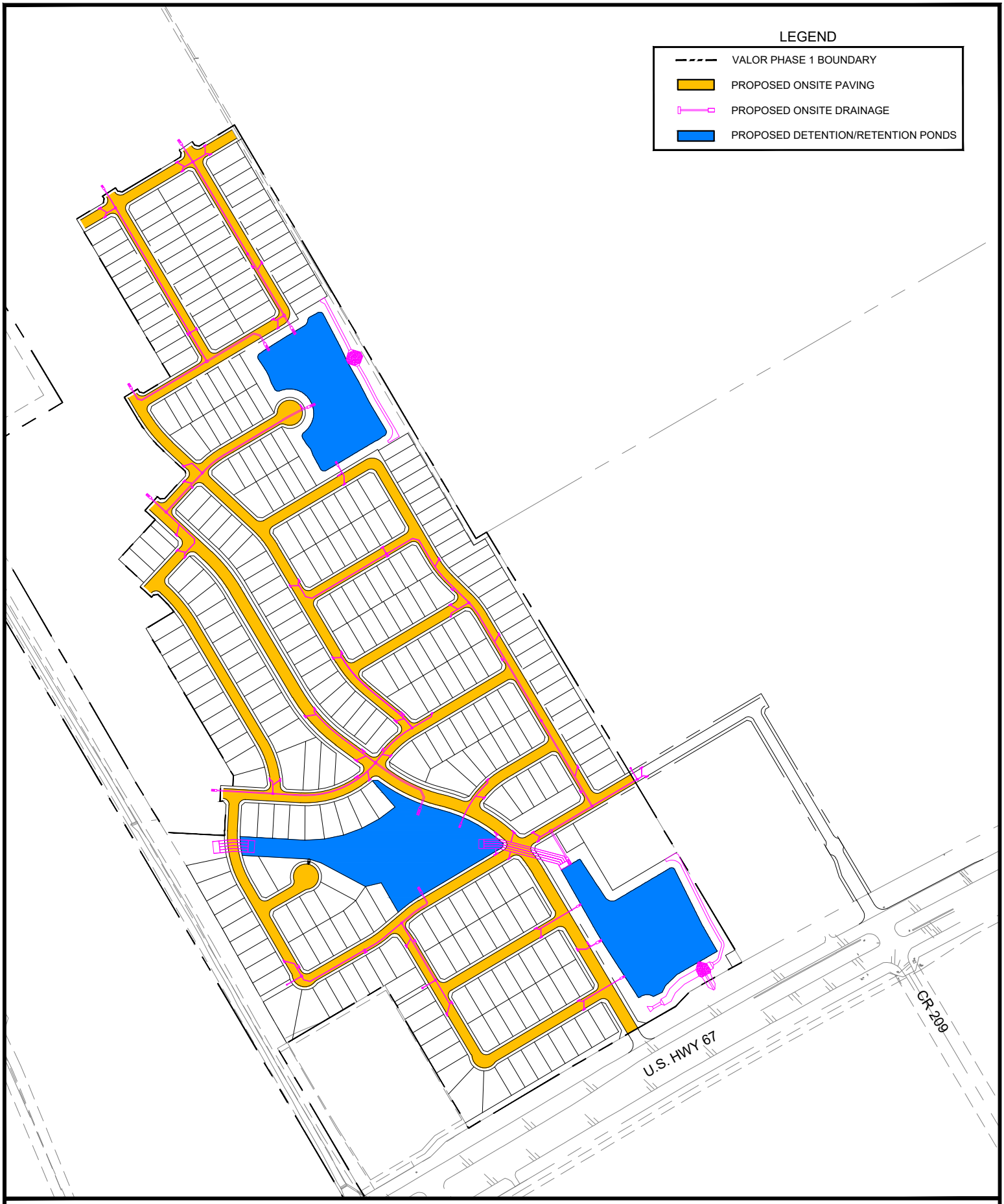
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SCALE: 1"=600'

VALOR PHASE 1
PUBLIC IMPROVEMENT DISTRICT
LIFT STATION & FORCE MAIN IMPROVEMENTS

Kimley»Horn
13455 Noel Road - Two Galleria Tower, Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928

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SCALE: 1"=400'

VALOR PHASE 1
PUBLIC IMPROVEMENT DISTRICT
ONSITE PAVING & DRAINAGE IMPROVEMENTS

Kimley»Horn
13455 Noel Road - Two Galleria Tower, Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928

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SCALE: 1"=400'

VALOR PHASE 1
PUBLIC IMPROVEMENT DISTRICT
ONSITE SANITARY SEWER IMPROVEMENTS

Kimley»Horn
13455 Noel Road - Two Galleria Tower, Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928

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S

SCALE: 1"=400'

VALOR PHASE 1
PUBLIC IMPROVEMENT DISTRICT

ONSITE WATER IMPROVEMENTS

Kimley»Horn
13455 Noel Road - Two Galleria Tower, Suite 700
Dallas, Texas 75240
972-770-1300
State of Texas Registration No. F-928

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APPENDIX E
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF ALVARADO, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Alvarado, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Alvarado 215 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Johnson County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Johnson County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF JOHNSON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Johnson County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one Lot Type.

"Lot Type 1" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 45 to 50 feet.

"Lot Type 2" means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet.

A) Proposed Development

Table F-1 shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
Lot Type 1 (50/45 Ft)	712	Units
Lot Type 2 (40 Ft)	189	Units
Total	**901**	**Units**

Table F-2 shows the proposed residential units within Improvement Area #1.

Table F-2
Proposed Development – Improvement Area #1

Description	Proposed Development	
Lot Type 1 (50/45 Ft)	201	Units
Lot Type 2 (40 Ft)	115	Units
Total	**316**	**Units**

Table F-3 shows the proposed residential Lots within the Future Improvement Area

Table F-3
Proposed Development – Future Improvement Area

Description	Proposed Development	
Lot Type 1 (50/45 Ft)	511	Units
Lot Type 2 (40 Ft)	74	Units
Total	**585**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #1 Projects be financed with the Improvement Area #1 Reimbursement Agreement were allocated to Improvement Area #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments were allocated to the Improvement Area #1 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 50 Ft, 40 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications from Lot Type 1 (50/45 Ft Lots) representing the highest value to Lot Type 2 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (50 Ft Lots) to 1.0.

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value[1]	Equivalent Unit Factor
Lot Type 1 (50/45 Ft)	$350,000	1.00 per dwelling unit
Lot Type 2 (40 Ft)	$300,000	0.86 per dwelling unit

The total estimated Equivalent Units for Improvement Area #1 are shown in Table F-5 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types, and number of units estimated to be built within Improvement Area #1.

Table F-5
Estimated Equivalent Units - Improvement Area #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50/45 Ft)	201	1.00	201.00
Lot Type 2 (40 Ft)	115	0.86	98.90
Total	**316**		**299.90**

The total estimated Equivalent Units for the Future Improvement Area is shown in Table F-6 as calculated based on the Equivalent Unit factors shown in Table F-4, estimated Lot Types and number of units estimated to be built within the Future Improvement Area.

Table F-6
Estimated Equivalent Units – Future Improvement Area

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (50/45 Ft)	511	1.00	511.00
Lot Type 2 (40 Ft)	74	0.86	63.64
Total	**585**		**574.64**

C) Allocation of Assessments to Lots within Improvement Area #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Improvement Area #1 Reimbursement Agreement which represents the total Assessment to be allocated on all Parcels within Improvement Area #1, is $6,577,000. As shown in Table F-5, there are a total of 299.90 estimated Equivalent Units in Improvement Area #1, resulting in an Assessment per Equivalent Unit of $21,930.64.

The Assessment per dwelling unit or acre is calculated as the product of (i) $21,930.64 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (50/45 Ft Lot) dwelling unit is $21,930.64 (i.e. $21,930.64 × 1.00). The Assessment for a Lot Type 2 (40 Ft) dwelling unit is $18,860.35 (i.e. $21,930.64 x 0.86) Table F-7 sets forth the Improvement Area #1 Maximum Assessment per Unit for each Lot Type in Improvement Area #1.

Table F-7
Assessment Per Unit – Improvement Area #1

Description	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (50/45 Ft)	201	$21,930.64	1.00	$21,930.64	per dwelling unit	$4,408,059
Lot Type 2 (40 Ft)	115	$21,930.64	0.86	$18,860.35	per dwelling unit	$2,168,941
Total	**316**					**$6,577,000**

The projected leverage calculated based on the estimated finished lot values and home values for each Lot is shown in Table F-8.

Table F-8
Projected Leverage – Improvement Area #1

Description	No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (50/45 Ft)	183	$70,000	$350,000	$21,930.64	3.19	15.96
Lot Type 2 (40 Ft)	133	$60,000	$300,000	$18,860.35	3.18	15.91

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot is shown in Table F-9.

Table F-9
Estimated Tax Rate Equivalent Per Unit – Improvement Area #1

Description	No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (Per $100 Lot Value)	Tax Rate Equivalent (Per $100 Home Value)
Lot Type 1 (50/45 Ft)	183	$70,000	$350,000	$1,925	$2.75	$0.55
Lot Type 2 (40 Ft)	133	$60,000	$300,000	$1,655	$2.76	$0.55

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #1 is shown on the Improvement Area #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX G
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix F-1
Improvement Area #1 Assessment Roll

Parcel	**R000123784**
Assessment	**$6,577,000**
Equivalent Units	**299.90**

Tax Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment[2]
2026	$93,000	$427,505	$60,000	$580,505
2027	$97,000	$421,460	$61,200	$579,660
2028	$102,000	$415,155	$62,424	$579,579
2029	$107,000	$408,525	$63,672	$579,197
2030	$112,000	$401,570	$64,946	$578,516
2031	$118,000	$394,290	$66,245	$578,535
2032	$124,000	$386,620	$67,570	$578,190
2033	$130,000	$378,560	$68,921	$577,481
2034	$137,000	$370,110	$70,300	$577,410
2035	$144,000	$361,205	$71,706	$576,911
2036	$152,000	$351,845	$73,140	$576,985
2037	$160,000	$341,965	$74,602	$576,567
2038	$169,000	$331,565	$76,095	$576,660
2039	$178,000	$320,580	$77,616	$576,196
2040	$188,000	$309,010	$79,169	$576,179
2041	$198,000	$296,790	$80,752	$575,542
2042	$210,000	$283,920	$82,367	$576,287
2043	$222,000	$270,270	$84,014	$576,284
2044	$234,000	$255,840	$85,695	$575,535
2045	$248,000	$240,630	$87,409	$576,039
2046	$262,000	$224,510	$89,157	$575,667
2047	$278,000	$207,480	$90,940	$576,420
2048	$294,000	$189,410	$92,759	$576,169
2049	$312,000	$170,300	$94,614	$576,914
2050	$331,000	$150,020	$96,506	$577,526
2051	$351,000	$128,505	$98,436	$577,941
2052	$372,000	$105,690	$100,405	$578,095
2053	$394,000	$81,510	$102,413	$577,923
2054	$418,000	$55,900	$104,461	$578,361
2055	$442,000	$28,730	$106,551	$577,281
Total	**$6,577,000**	**$8,309,470**	**$2,434,085**	**$17,320,555**

[1]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 6.50% in years 1 through 30 (2026-2055).
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix F-2
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 1 (50/45 Ft)**
Assessment	**$21,930.64**
Equivalent Units	**1.00**

Tax Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment[2]
2026	$310	$1,425	$200	$1,936
2027	$323	$1,405	$204	$1,933
2028	$340	$1,384	$208	$1,933
2029	$357	$1,362	$212	$1,931
2030	$373	$1,339	$217	$1,929
2031	$393	$1,315	$221	$1,929
2032	$413	$1,289	$225	$1,928
2033	$433	$1,262	$230	$1,926
2034	$457	$1,234	$234	$1,925
2035	$480	$1,204	$239	$1,924
2036	$507	$1,173	$244	$1,924
2037	$534	$1,140	$249	$1,923
2038	$564	$1,106	$254	$1,923
2039	$594	$1,069	$259	$1,921
2040	$627	$1,030	$264	$1,921
2041	$660	$990	$269	$1,919
2042	$700	$947	$275	$1,922
2043	$740	$901	$280	$1,922
2044	$780	$853	$286	$1,919
2045	$827	$802	$291	$1,921
2046	$874	$749	$297	$1,920
2047	$927	$692	$303	$1,922
2048	$980	$632	$309	$1,921
2049	$1,040	$568	$315	$1,924
2050	$1,104	$500	$322	$1,926
2051	$1,170	$428	$328	$1,927
2052	$1,240	$352	$335	$1,928
2053	$1,314	$272	$341	$1,927
2054	$1,394	$186	$348	$1,929
2055	$1,474	$96	$355	$1,925
Total	**$21,931**	**$27,707**	**$8,116**	**$57,754**

[1]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 6.50% in years 1 through 30 (2026-2055).
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix F-3
Improvement Area #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 2 (40 Ft)**
Assessment	**$18,860.35**
Equivalent Units	**0.86**

Tax Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment[2]
2026	$267	$1,226	$172	$1,665
2027	$278	$1,209	$175	$1,662
2028	$292	$1,191	$179	$1,662
2029	$307	$1,171	$183	$1,661
2030	$321	$1,152	$186	$1,659
2031	$338	$1,131	$190	$1,659
2032	$356	$1,109	$194	$1,658
2033	$373	$1,086	$198	$1,656
2034	$393	$1,061	$202	$1,656
2035	$413	$1,036	$206	$1,654
2036	$436	$1,009	$210	$1,655
2037	$459	$981	$214	$1,653
2038	$485	$951	$218	$1,654
2039	$510	$919	$223	$1,652
2040	$539	$886	$227	$1,652
2041	$568	$851	$232	$1,650
2042	$602	$814	$236	$1,653
2043	$637	$775	$241	$1,653
2044	$671	$734	$246	$1,650
2045	$711	$690	$251	$1,652
2046	$751	$644	$256	$1,651
2047	$797	$595	$261	$1,653
2048	$843	$543	$266	$1,652
2049	$895	$488	$271	$1,654
2050	$949	$430	$277	$1,656
2051	$1,007	$369	$282	$1,657
2052	$1,067	$303	$288	$1,658
2053	$1,130	$234	$294	$1,657
2054	$1,199	$160	$300	$1,659
2055	$1,267	$82	$306	$1,655
Total	**$18,860**	**$23,828**	**$6,980**	**$49,669**

[1]Represents the principal and interest on the Improvement Area #1 Reimbursement Agreement. Interest is calculated using an interest rate of 6.50% in years 1 through 30 (2026-2055).
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

City Council Management Report
Meeting Date: 5/18/2026
Contact: Donielle Suber, Director of Administrative Services

AGENDA ITEM:
Consideration and action related to the approval of an agreement for the construction and funding of authorized improvements and reimbursement of advances between the City of Alvarado, Texas, and Lennar Homes of Texas Land and Construction, Ltd. (Lennar/Valor Reimbursement Agreement) (Suber)

BACKGROUND & FINDINGS:

The proposed agreement, between Lennar Homes of Texas Land and Construction, LTD (Lennar) and the City of Alvarado, establishes the process for reimbursing Lennar for eligible costs associated with public improvements within the Alvarado 215 (Valor/Lennar) Public Improvement District. Eligible expenses may include construction, materials, engineering, fees, and other infrastructure related costs related to development within the PID. Reimbursement would be made from PID revenues collected by the City. Additionally, this agreement establishes the procedures and requirements for reimbursement requests.

FINANCIAL IMPACT:
Reimbursements will be paid from PID revenues collected by the City and administered in accordance with the agreement's reimbursement procedures and requirements.

RECOMMENDATION:

Staff recommends City Council approve the Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances for the Alvarado 215 (Valor/Lennar) Public Improvement District (PID) between the City of Alvarado and Lennar Homes of Texas Land and Construction, LTD.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Alvarado 215 PID - Reimbursement Agreement - IA#1 - Final

AGREEMENT FOR THE CONSTRUCTION AND FUNDING OF AUTHORIZED IMPROVEMENTS AND REIMBURSEMENT OF ADVANCES

This Agreement for the Construction and Funding of Authorized Improvements and Reimbursement of Advances (the "**Agreement**" or "**Reimbursement Agreement**") is made and entered into as of the ____ day of _____, 2026, by and between the CITY OF ALVARADO, TEXAS, a general law municipality situated in Johnson County, Texas (the "**City**"), and LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership, its successors and assigns (the "**Developer**"), (individually referred to as a "**Party**" and collectively as the "**Parties**").

RECITALS

WHEREAS, on July 18, 2022, the City passed and approved Resolution No. R2022-016 (the "**Creation Resolution**") authorizing the creation of the Alvarado 215 Public Improvement District (the "**PID**") in accordance with the provisions of Chapter 372, Texas Local Government Code (the "**PID Act**") encompassing approximately 215.2 acres of real property described by metes and bounds in the Creation Resolution (the "**PID Property**"); and

WHEREAS, Developer is the owner of certain real property located wholly within the PID and desires to develop such property; and

WHEREAS, the purpose of the PID is to finance public improvements (the "**Authorized Improvements**") as provided by the PID Act that promote the interests of the City and confer a special benefit on the PID Property that is assessed (the "**Assessed Property**"); and

WHEREAS, the PID Property is being developed in multiple "Improvement Areas" and special assessments for each Improvement Area will be levied against the Assessed Property within such Improvement Area to pay the costs of the Authorized Improvements that confer a special benefit on the Assessed Property within such Improvement Area; and

WHEREAS, the land described in Exhibit A attached hereto is owned by Developer and located within the planned "Improvement Area #1"; and

WHEREAS, development within the PID is expected to be governed by the terms of that certain Development Agreement by and between the City and 215/67/ALVARADO, LLC, a Wyoming limited liability company, effective as of April 6, 2022, as partially assigned to Developer pursuant to that Partial Assignment and Assumption of Development Agreement dated November 6, 2024 (the "**Development Agreement**"); and

WHEREAS, a Service and Assessment Plan (the "**SAP**") shall be prepared and approved by the City in accordance with the PID Act, and shall establish, among other matters, the projected cost of the Authorized Improvements, including the Actual Costs (as defined below in Section 1.03) and PID creation costs as provided in the PID Act (collectively, the "**PID Costs**"); and

WHEREAS, the SAP shall allocate the PID Costs to the PID Property benefitted by such Authorized Improvements; and

WHEREAS, assessments to be levied against lots or parcels within Improvement Area #1 (the "**PID Assessments**") and the annual payments to be paid by affected landowners (the "**Annual**

Installment") will be reflected on an assessment roll to be approved by the City and updated from time to time; and

WHEREAS, the City shall by ordinance approve the SAP (including the assessment roll), levy PID Assessments, establish the dates upon which interest on PID Assessments will begin to accrue, and the date collection of PID Assessments will begin; and

WHEREAS, all Assessment Revenue (as defined herein) received and collected by the City shall be deposited, as required by the PID Act, into a fund that is segregated from all other funds of the City (the "**Assessment Fund**") or, in the event of the issuance of bonds secured by PID Assessments to finance the Authorized Improvements (the "**PID Bonds**"), into funds held under an indenture pursuant to which the PID Bonds are issued (the "**PID Bond Indenture**" or "**Indenture**"); and

WHEREAS, Assessment Revenue deposited into the Assessment Fund or the PID Bond Reimbursement Fund (as defined herein) shall be used solely to reimburse Developer and its assigns for PID Costs advanced by Developer (the "**Developer Advances**"), plus interest, and proceeds from PID Bonds, if issued, shall be used to pay the PID Costs, including Developer Advances previously paid by Developer, and for the purposes set forth in the PID Bond Indenture; and

WHEREAS, Developer intends to make, from time to time, Developer Advances to construct the Authorized Improvements and the City intends to acquire and/or receive the Authorized Improvements constructed by Developer and to reimburse Developer for Developer Advances, as further provided in the Development Agreement; and

WHEREAS, the City and Developer desire to enter into this Reimbursement Agreement to memorialize the City's agreement to reimburse Developer for Developer Advances made for the construction and financing of the Authorized Improvements if the City levies PID Assessments; and

WHEREAS, the City's obligations to reimburse Developer for Developer Advances paid for the Authorized Improvements constructed for the benefit of the PID (i) shall only be paid from proceeds of the PID Bonds, if and when issued, and/or the PID Assessments and/or annual installments collected from Property within the PID once such PID Assessments are levied, (ii) are contingent upon the City levying such PID Assessments and/or issuing its PID Bonds, and (iii) will not be due and owing unless and until the City actually issues its PID Bonds and/or levies such PID Assessments.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the City and Developer hereby contract and agree as follows:

DEFINITIONS

Any capitalized terms and phrases used in the recitals above shall have the meanings provided in said recitals. Except as may be otherwise defined, or the context clearly requires otherwise, the following terms and phrases used in this Agreement shall have the meanings as follow:

"Assessments" means those certain special assessments levied by the City pursuant to the PID Act on parcels within Improvement Area # 1 for the purpose of paying the costs of the Public Improvements, which Assessments shall be structured to be amortized over thirty (30) years, including interest, all as set forth in or modified by the SAP.

"Assessment Ordinance" shall mean any ordinance adopted by the City Council levying PID Assessments on land in Improvement Area #1.

"City Representative" means any officer, employee or other designated representative specifically authorized by the City Council to undertake the actions referenced herein. The City Manager and the _____ are hereby designated as the initial City Representative.

"Closing Disbursement Request" means a request for payment of Actual Costs related to the Authorized Improvements from the proceeds of a series of PID Bonds in a form approved by the City and Developer.

"Developer Advances" mean advances made by Developer to pay PID Costs.

"Developer Improvement Account" means an account of the PID Project Fund which may be created and established under the applicable PID Bond Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits or directs the applicable trustee to deposit any funds received from Developer as required under such PID Bond Indenture.

"Maturity Date" is the date one year after the last Annual Installment is collected.

"PID Bond Reimbursement Fund" means a fund which may be established by the City, which may be under a PID Bond Indenture if PID Bonds are issued, and segregated from all other funds of the City, into which the City transfers Assessment Revenue for the purpose of paying amounts due to Developer under this Agreement or a separate reimbursement agreement and/or Actual Costs of Authorized Improvements that are not paid from PID Bond Proceeds.

"PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable PID Bond Indenture related to a series of PID Bonds issued and still outstanding.

"PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable PID Bond Indenture (and segregated from all other funds of the City) into which the City deposits PID Bond Proceeds in the amounts and as described in the applicable PID Bond Indenture.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

ARTICLE I

Construction of the Authorized Improvements

1.01. Design of the Authorized Improvements. All physical facilities to be constructed or acquired as a part of the Authorized Improvements may be inspected by the City Representative (as defined herein) and/or its designee.

1.02. Construction of Authorized Improvements.

(a) The Authorized Improvements shall be constructed in the name of the Developer. Prior to or at the time of reimbursement of Developer with funds from the Assessment Fund or PID Bonds, as applicable, Developer may convey certain Authorized Improvements to the City in accordance with and only as provided by the Development Agreement.

(b) Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended.

(c) The Authorized Improvements shall be constructed in a good and workmanlike manner and all materials used in such construction shall be fit for their intended purpose. In performing this Reimbursement Agreement, Developer is not the agent or employee of the City.

(d) Upon completion of construction of Authorized Improvements constructed in the name of Developer, Developer shall provide the City with final "record" drawings of the Authorized Improvements.

(e) Upon completion of each phase of the Authorized Improvements, Developer shall present to a representative of the City invoices or other evidences of payment of costs of the Authorized Improvements for review and approval. The City agrees, subject to the provisions of Section 1.05 hereof, to pay Developer, and Developer shall be entitled to receive from the City, the amount equal to the PID Costs paid by Developer or overrun costs allowed hereunder and as described in the SAP, that were paid by Developer, plus interest, as provided in Article II hereof.

(f) All Authorized Improvements shall be constructed by or at the direction of Developer in accordance with the plans, the Development Agreement, applicable City ordinances and regulations, and this Agreement and any other agreement between the parties related to Property in the PID and/or the Authorized Improvements. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken.

1.03. Cost of Authorized Improvements. To the extent that the City has not issued PID Bonds, Developer shall promptly pay the costs of the Authorized Improvements as the same become due pursuant to an approved Payment Request (as defined herein), including, without limitation, all costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Authorized Improvements; all payments arising under any contracts entered into for the construction of the Authorized Improvements; all costs incurred in connection with obtaining governmental approvals, certificates, permits, easements, rights-of-way, or sites required as a part of the construction of the Authorized Improvements, including, without limitation, any on-site or off-site mitigation costs; and all out-of-pocket expenses incurred in connection with the construction of the Authorized Improvements (the "**Actual Costs**"). The City shall not be liable to any contractor, engineer, attorney, materialman or other party employed or contracted with by Developer in connection with the construction of the Authorized Improvements, but shall only be obligated to acquire the Authorized Improvements and/or reimburse Developer in the manner and to the extent provided in Article II of this Agreement, and for the avoidance of any doubt, solely from PID Assessments or proceeds of PID Bonds (the "**PID Bond Proceeds**"), if issued.

1.04. Timing of Authorized Improvements. Notwithstanding anything herein to the contrary, Developer may advance funds and/or construct and install Authorized Improvements as Developer deems appropriate, in its sole discretion, including the construction and installation of Authorized Improvements to serve portions of the Property and in different phases and sections over a period of time until all of the Property is developed. Developer may exercise its sole discretion on all aspects of the phasing and timing of development and shall not be obligated to advance funds and/or construct and install the Authorized Improvements for the entire Property at one time.

1.05. City's Obligation Limited. The Parties agree the City's obligations to reimburse Developer for costs paid related to the Authorized Improvements constructed for the benefit of Improvement Area #1 shall only be paid from: (A) PID Bonds, if issued, and/or (B) the PID Assessments and/or annual installments collected from the portion of Improvement Area #1 subject to the PID Assessments (the "**Assessed Property**") (such PID Assessments or annual installments thereof collected on such Assessed Property, the "**Assessment Revenue**"), and such obligation (i) is contingent upon the City levying such Assessments or issuing PID Bonds related to the Authorized Improvements constructed for the benefit of Improvement Area #1, and (ii) will not be due and owing unless and until the City actually levies such PID Assessments or issues such PID Bonds related to the Authorized Improvements constructed for the benefit of Improvement Area #1. The Parties agree that the levying of the Assessments will create the fund out of which the City will pay its obligation under this Reimbursement Agreement and until such time, this Agreement does not create an obligation of the City.

ARTICLE II

Reimbursement for Funds Advanced; Funding of Authorized Improvements

2.01. Obligation to Reimburse; Obligations Limited. The City and Developer agree that the City shall levy Assessments and may, at the discretion of the City, issue and sell, from time to time, PID Bonds to fund the Actual Costs. It is the mutual intent and agreement of the City and Developer to provide for future reimbursement of funds advanced by Developer for Actual Costs,

including PID Costs, through the levy of PID Assessments and/or issuance of PID Bonds and use of Assessment Revenue and/or PID Bond Proceeds. The City is obligated, subject to the provisions of Section 1.05 hereof, to reimburse Developer for all funds advanced by Developer for the acquisition, construction, and management of any Actual Costs of the Authorized Improvements authorized under Chapter 372, Texas Local Government Code and in accordance with the provisions of the SAP. If Developer is in substantial compliance with its obligations under the Development Agreement and this Agreement, then following the inspection and approval of any portion of Authorized Improvements for which Developer seeks reimbursement or payment of the PID Costs by submission of a request for reimbursement or payment (a "**Payment Request**"), the obligations of the City under this Agreement to pay from Assessment Revenue or the net PID Bond Proceeds, as applicable, disbursements (whether to Developer or to any person designated by Developer) identified in any approved Payment Request and to pay debt service on PID Bonds are unconditional and not subject to any defenses or rights of offset except as may be provided by law or in any Indenture; provided, in no event shall the City Representative be authorized to approve a Payment Request if the City has not previously levied Assessments against Assessed Property within the development related to the Authorized Improvements for which such Payment Request has been submitted. To the extent that the City does not issue PID Bonds, and subject to the provisions of Section 1.05, the City agrees to reimburse Developer from monies available in the Assessment Fund.

Upon the levy of the PID Assessments, the Actual Costs advanced by Developer and approved pursuant to a Payment Request, but not reimbursed by the City pursuant to the terms of this Agreement, shall bear simple interest per annum at the rates specified in the SAP. The PID Assessments shall accrue interest in accordance with the SAP. Interest shall continue on the unpaid principal amount of the PID Assessments for 30 years or until the PID Assessments are paid in full, unless otherwise provided in the SAP and/or Assessment Ordinance.

For the avoidance of doubt, the City's obligation to reimburse Developer shall be solely from funds in the Assessment Fund and/or from the PID Bond Proceeds, and Developer agrees to look solely to such sources for reimbursement. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the Assessment Fund, or the PID Bond Proceeds, if applicable. The parties further agree that the City's obligation under this Reimbursement Agreement with respect to the PID Costs of Authorized Improvements within Improvement Area #1 shall be contingent upon the City levying PID Assessments against Improvement Area #1 related to the Authorized Improvements which will benefit Improvement Area #1. The levying of the PID Assessments against Improvement Area #1 will create the fund out of which the City will pay its obligation related to Improvement Area #1 and until such time, this Agreement does not create an obligation of the City with respect to any other Improvement Area. No other City funds, revenues, taxes, or income of any kind shall be used to pay (i) the Actual Costs of the Authorized Improvements; (ii) amounts due and owing under this Agreement; or (iii) debt service on any PID Bonds. None of the City's elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Agreement.

2.02. Time and Amount of Reimbursement. The City shall reimburse Developer for payment of Actual Costs related to the Authorized Improvements for Improvement Area #1 solely from (i) the proceeds of PID Bonds issued for such Phase(s), and/or (ii) Assessment Revenue collected pursuant to PID Assessments levied on Improvement Area #1.

In regard to reimbursement from PID Bonds, the City shall reimburse Developer for those Actual Costs that have been paid or advanced by Developer pursuant to Sections 1.03 and 2.01 hereof and in accordance with the terms of the PID Bond Indenture.

Additionally, Developer may request reimbursements directly from Assessment Revenue levied against property within Improvement Area #1. Developer may submit a Payment Request and the associated invoices to City, and the Payment Request shall be paid by the City from Assessment Revenue within thirty (30) days of approval. The invoices included with the Payment Request shall identify the payee, the goods, services and/or materials provided by such payee and the total amount paid with respect to such goods, services and/or materials. If the City timely disapproves of the Payment Request by delivering a detailed notice to Developer, then payment with respect to the disputed portion(s) of the Payment Request shall not be made until Developer and the City settle the dispute. The Parties agree to meet promptly and resolve any dispute within forty-five (45) days from the date of the initial submittal of the Payment Request to City for payment.

With respect to any Payment Request by Developer, in no event shall the City Representative be authorized to approve a request if the City has not previously levied Assessments against Assessed Property within a Phase of the development related to the Authorized Improvements for which such Payment Request has been submitted.

2.03. PID Bonds. The City, in its sole discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (i) paying all or a portion of the amounts due under this Reimbursement Agreement; or (ii) paying directly PID Costs of Authorized Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable PID Bond Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, Developer's right to receive payments each year in accordance with this Reimbursement Agreement shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds, and Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a failure by the City or otherwise result in an event of default by the City.

The City shall not be obligated to sell or issue any amount of the PID Bonds in excess of the amount then recommended by the City's financial advisor. The City shall not be obligated to offer the PID Bonds in contravention of any law of the State of Texas. The City shall use its best efforts to sell the PID Bonds but shall not be considered to have guaranteed the sale thereof.

2.04. Fund Deposits. Until PID Bonds payable from Assessment Revenue collected from Improvement Area #1 are issued, the City shall bill, collect, and immediately deposit into the Assessment Fund all Assessment Revenue consisting of: (i) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (ii) any additional revenue collected from the payment of Annual Installments, as defined in the SAP (excluding Annual Collection Costs and Delinquent Collection Costs, each as defined in the SAP). Funds in the Assessment Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance, as defined herein, in accordance with this Agreement. Once PID Bonds payable from Assessment Revenue collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable PID Bond Indenture; and, if applicable, the City shall continue to deposit all Assessment Revenue or payments thereof not securing a series of PID Bonds into the Assessment Fund.

Once PID Bonds payable from Assessment Revenue collected from a specific Phase of the development are issued, the City shall also deposit PID Bond Proceeds and any other funds authorized or required by the applicable PID Bond Indenture into the funds established by the applicable PID Bond Indenture in the manner set forth in the applicable PID Bond Indenture. Annual installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable PID Bond Indenture; provided that funds disbursed from the applicable PID Project Fund shall be made first from PID Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the applicable PID Bond Indenture.

Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements shall be paid from: (i) the Assessment Revenue collected solely from Assessments levied on the Property within such Phase benefitting from such Authorized Improvements, or (ii) net PID Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under a PID Bond Indenture related to PID Bonds secured by the Assessment Revenue collected solely from Assessments levied on the Property within such Phase benefitting from such Authorized Improvements. The City will pursue all actions permissible under applicable law to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by applicable law, and, to the extent permitted by applicable law, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than March 31 of each year, whether any Annual Installment is delinquent. If a delinquency exists, then the City will cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of

the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the Assessments. Once PID Bonds are issued, the applicable PID Bond Indenture shall control in the event of any conflict with this Reimbursement Agreement.

2.05. Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay the Actual Costs, Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the PID Bond Proceeds shall be used in the manner provided in the applicable PID Bond Indenture; and, except as may be required under the Development Agreement and/or an applicable PID Bond Indenture, Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the PID Bond Proceeds, together with any other funds in the PID Project Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that Developer has previously paid if: (i) Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least five (5) days prior to the scheduled closing date of such PID Bonds, and (ii) the City approves such Actual Costs in writing. Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of PID Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of Developer to pay Actual Costs of the Authorized Improvements.

2.06. Payment of Reimbursement Agreement Balance. The City and Developer agree that Developer shall be entitled to receive payments, until the Maturity Date, in the amounts shown on each approved Payment Request (which amounts include all Actual Costs paid by or at the direction of Developer) plus: (i) simple interest on the unpaid principal balance at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month before the date the obligation is incurred (which date is the same date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years one through five beginning on the date each Payment Request is delivered to the City Representative; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council reported in the month before the date the obligation is incurred (which date is the same date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years six and later (the unpaid principal balance, together with accrued but unpaid interest, owed Developer for all Payment Requests is referred to as the "**Reimbursement Agreement Balance**"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Payment Request to be paid to Developer shall be the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Payment Request was filed. The interest rates set forth in this section may be approved by the City Council and are authorized by the PID Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance shall be set forth in the SAP. The City's payment of the Reimbursement Agreement Balance related to the Authorized Improvements constructed for the benefit of the PID shall (i)

only be paid from the PID Assessments and/or annual installments collected from Property within Improvement Area #1 once such PID Assessments are levied, (ii) are contingent upon the City levying such PID Assessments, and (iii) will not be due and owing unless and until the City actually levies such PID Assessments;

The Reimbursement Agreement Balance is payable solely from: (i) the Assessment Fund if no PID Bonds are issued for the purpose of paying the costs of the Authorized Improvements related to such Reimbursement Agreement Balance, or (ii) from PID Bond Proceeds and the PID Bond Reimbursement Fund, if applicable, if PID Bonds are issued for the purpose of paying the costs of the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from PID Bond Proceeds deposited in the PID Project Fund and payments made from the PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable PID Bond Indenture.

So long as no PID Bonds are issued and the City has received and approved a Payment Request, the City shall make a payment to Developer from the Assessment Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than sixty (60) days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected and payable to the Developer. In the event that a Prepayment of an Assessment is made prior to the issuance of PID Bonds, the City shall remit payment to Developer for an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the Assessment Fund within sixty (60) days after the Prepayment is made. Payments made from the Assessment Fund toward any outstanding Reimbursement Agreement Balance shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to Developer. Each payment from the Assessment Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the Assessment Fund since the last payment.

2.07. Disbursements and Transfers at and after Bond Closing. The City and Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable PID Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons and entities entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by Developer as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, Developer shall execute a Closing Disbursement Request to be delivered to the City no less than five (5) days prior to the scheduled closing date for the applicable series of PID Bonds for payment in accordance with the provisions of the PID Bond Indenture. In order to receive additional disbursements from any applicable fund under a PID Bond Indenture, Developer shall execute a Payment Request, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable PID Bond Indenture and this Agreement. Upon receipt of a Payment Request (along with all accompanying documentation required by the City) from Developer, the City shall conduct a review in order to confirm that such request is complete, to

confirm that the work for which payment is requested was performed in accordance with all applicable laws and applicable plans therefor and with the terms of this Agreement and any other agreement between the parties related to Property in the PID, and to verify and approve the Actual Costs of such work specified in such Payment Request. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Payment Request. Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Developer further agrees that if the City provides to Developer a sales tax exemption certificate, then sales tax will not be approved for payment under a Payment Request. Within ten (10) business days following receipt of any Payment Request after the issuance of a series of PID Bonds, the City shall either: (i) approve the Payment Request and forward it to the trustee for payment, or (ii) provide Developer with written notification of disapproval of all or part of a Payment Request, specifying the basis for any such disapproval. Any disputes shall be resolved as required herein. The City shall deliver the approved or partially approved Payment Request to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

ARTICLE III

Representations

3.01. Representations by Developer. Developer hereby represents to the City that:

(a) The execution and delivery of this Agreement and the transactions contemplated hereby have been duly authorized by Developer;

(b) This Agreement, the representations and covenants contained herein, and the consummation of the transactions contemplated hereby shall not violate or constitute a breach of any contract or other agreement to which Developer is a party;

(c) Developer has made financial arrangements sufficient to ensure its ability to perform its obligations hereunder; and

(d) Developer will send a representative to all meetings of the City Council at which such presence may be requested.

3.02. Representations by the City. The City hereby represents and covenants to Developer that it shall use its good faith efforts:

(a) To, if decided by the City and within the City's legislative discretion, issue PID Bonds pursuant to the PID Act and other applicable law; and

(b) To levy and collect the PID Assessments.

ARTICLE IV

Remedies

4.01. Default by Developer. In the event of default by Developer hereunder, the City shall have the right, after written notice of default to Developer and a reasonable opportunity for Developer to cure:

(a) To terminate this Agreement without thereby incurring any liability to Developer whatsoever; and

(b) To pursue any legal or equitable remedy or remedies.

An event of default by Developer does not release the City from the obligation to reimburse Developer for Actual Costs advanced or incurred by Developer on behalf of the City prior to the date of default by Developer or to reimburse Developer for Authorized Improvements previously acquired by or conveyed to the City.

4.02. Default by City. In the event of default by the City, hereunder, Developer shall have the right, after written notice of default to City and a reasonable opportunity for City to cure, to seek a writ of mandamus from a court of competent jurisdiction compelling and requiring the City and its officers to observe and perform the covenants, obligations and conditions hereof.

4.03. Future Performance. The failure of either party hereto to insist, in any one or more instances, upon performance of any of the terms, covenants, and conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

ARTICLE V

Miscellaneous

5.01. Severability. In case any one or more provision contained in this Reimbursement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5.02. Modification. This Agreement may be modified or varied only by a written instrument subscribed by both of the parties hereto.

5.03. Assignability. This Agreement may be assigned, in whole or in part, by Developer

upon the delivery to the City of a written instrument evidencing such assignment. The City shall promptly execute an acknowledgement of such assignment, in form reasonably requested by Developer. Notwithstanding the foregoing, the Developer may grant a security interest in Developer's rights hereunder and to all sums to be paid to Developer by the City pursuant to this Agreement to any bank or lending institution making a construction or development loan to Developer for payment of Actual Costs upon written notice thereof to the City and to the extent permitted by State law.

Notwithstanding the foregoing, no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, (3) the City being subjected to additional reporting or recordkeeping duties, (4) and/or for the purpose of or relating to the issuance of bonds or other obligations or other structured financing obligations.

5.04. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or used as interpreting the meanings and provisions hereof.

5.05. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Texas and all obligations of the parties created hereunder are performable in Johnson County, Texas.

5.06. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the parties hereto and shall never be construed to confer any benefit on any third party. This Agreement shall be binding upon each party, its successors and assigns.

5.07. Term. The term of this Agreement shall begin on the Effective Date (as defined herein) and shall continue until all amounts due under this Agreement are paid in full.

5.08. Force Majeure. If the City or Developer is rendered unable, in whole or in part, by force majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such force majeure and to the extent that due diligence is being used to remedy such inability and to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. The term "force majeure," as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the party, whether similar to those enumerated or otherwise, which are not within the control of the party, which the party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within

the discretion of such party, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of such party.

5.09. Non-Waiver. The failure by a party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other party, or the failure by a party to exercise its rights upon a default by the other party, shall not constitute a waiver of such party's right to insist upon and demand strict compliance by such other party with the provisions of this Agreement.

5.10. Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and Developer any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and Developer.

5.11. Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

5.12. Employment of Undocumented Workers. During the term of this Agreement, Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), Developer shall repay any incentives granted herein within 120 days after the date Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

5.13. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

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

5.19. Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below ninety-six (96) hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

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 & Ellam, LLP
6000 Western Place, Suite 200
Fort Worth, Texas 76017

To Developer: Attn: Greg Urech
Lennar Homes of Texas Land
and Construction, Ltd.
1231 Greenway Drive, Suite 800
Irving, Texas 75038

With a copy to: Attn: Mindy L. Koehne
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248

[EXECUTION PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Reimbursement Agreement in multiple counterparts, each of equal dignity, to be effective as of the date first written below (the "Effective Date").

CITY:

THE CITY OF ALVARADO, TEXAS

By: _____
Name: Jacob Wheat
Title: Mayor
Date: _____

ATTEST

By: _____
Name: Bobbie Jo Taylor
Title: City Secretary
Date: _____

APPROVED AS TO FORM:

_____

_____, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF JOHNSON §

This instrument was acknowledged before me on _____, 2026, 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:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
a Texas limited partnership

By: U.S. Home LLC,
a Delaware limited liability company
its General Partner

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
COUNTY OF _____ §

The foregoing instrument was ACKNOWLEDGED before me this ___ day of _____, 202___, by _____, _____ of US. Home LLC, a Delaware limited liability company, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the __ day of _____, 202__.

_____
Notary Public in and for the State of Texas

(NOTARY SEAL)

Exhibit "A"

Alvarado 215 Public Improvement District – Improvement Area #1

PROPERTY DESCRIPTION

BEING a tract of land situated in the William Hickman Survey, Abstract No. 327, City of Alvarado, Johnson County, Texas, and being all of a called 84.559 acre tract of land described in the Special Warranty Deed to 2DRP Bookbinder Multistate, LLC, recorded in Instrument No. 2024-32018, Official Public Records, Johnson County,Texas (O.P.R.J.C.T.), and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with yellow plastic cap stamped "Fort Worth Surveying" found for the southwest corner of said of said 84.559 acre tract and being the southeast corner of Lot 1R, Block 1, Texas Ranch Business Park, an addition to the City of Alvarado, recorded in Instrument No. 2023-48, Plat Records, Johnson County, Texas (P.R.J.C.T.), and being in the northwesterly right-of-way line of East Highway No. 67 (a variable width right-of-way);

THENCE North 30°21'35" West, with the common line of said 84.559 acre tractand said Texas Ranch Business Park, a distance of 2,905.56 feet to a 1/2-inch iron rod found for angle point in the north line of said Texas Ranch Business Park and being the east corner of a called 38.217 acre tract of land described as "Tract 1" in the Special Warranty Deed to 215/67/Alvarado, LLC, recorded in Instrument No. 2021-19453, O.P.R.J.C.T.;

THENCE North 30°21'42" West, with the common line of said 84.559 acre tract and said "Tract 1", a distance of 301.88 feet to 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

THENCE over and across said 84.559 acre tract, the following calls:

North 59°21'52" East, a distance of 495.89 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the beginning of a non-tangent curve to the right with a radius of 470.00 feet, a central angle of 13°35'47", and a chord bearing and distance of South 37°31'21" East, 111.27 feet;

In a southeasterly direction, with said non-tangent curve to the right, an arc distance of 111.53 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 30°43'27" East, a distance of 409.27 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 59°38'34" West, a distance of 406.45 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 30°00'57" East, a distance of 1,169.94 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 30°47'07" East, a distance of 86.34 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 31°20'37" East, a distance of 103.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for corner;

South 86°46'14" East, a distance of 188.53 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" set for the beginning of a non-tangent curve to the right with a radius of 325.00 feet, a central angle of 02°57'56", and a chord bearing and distance of North 01°44'47" East, 16.82 feet;

In a northeasterly direction, with said non-tangent curve to the right, an arc distance of 16.82 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 03°13'46" East, a distance of 83.19 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 41°46'14" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 86°46'14" West, a distance of 10.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 03°13'46" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 86°46'14" East, a distance of 38.77 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 03°13'46" East, a distance of 34.03 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 30°43'27" West, a distance of 550.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 59°16'33" East, a distance of 105.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the beginning of a non-tangent curve to the left with a radius of 475.00 feet, a central angle of 08°24'38", and a chord bearing and distance of North 42°56'41" West, 69.66 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 69.73 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the beginning of a non-tangent curve to the left with a radius of 37.80 feet, a central angle of 08°53'03", and a chord bearing and distance of North 47°09'00" West, 5.85 feet;

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 5.86 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 87°51'00" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 42°51'00" West, a distance of 10.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 47°09'00" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 42°51'00" East, a distance of 17.49 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 47°09'00" West, a distance of 110.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 42°51'00" East, a distance of 173.01 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 47°09'00" West, a distance of 45.30 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 42°51'00" East, a distance of 60.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 47°09'00" East, a distance of 10.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 87°51'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 42°51'00" East, a distance of 100.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 02°09'00" West, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 47°09'00" West, a distance of 96.27 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the beginning of a tangent curve to the right with a radius of 475.00 feet, a central angle of 16°25'33", and a chord bearing and distance of North 38°56'14" West, 135.71 feet;

In a northwesterly direction, with said tangent curve to the right, an arc distance of 136.18 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 30°43'27" West, a distance of 79.18 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 59°16'33" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 30°43'27" East, a distance of 10.50 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 75°43'27" East, a distance of 14.14 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 59°16'33" East, a distance of 100.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 30°43'27" West, a distance of 540.93 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 30°43'27" West, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 59°16'33" East, a distance of 100.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 13°59'54" East, a distance of 14.07 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 32°01'07" West, a distance of 10.36 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 57°35'45" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 31°59'28" East, a distance of 11.83 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 75°58'35" East, a distance of 14.20 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 59°16'33" East, a distance of 218.38 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 12°58'32" East, a distance of 13.82 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 33°52'02" West, a distance of 10.82 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 55°51'03" East, a distance of 50.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 33°48'18" East, a distance of 13.81 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 76°58'05" East, a distance of 14.45 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

North 59°16'33" East, a distance of 133.26 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner in the northeasterly line of said 84.559 acre tract and being in the southwesterly line of a called 206.242 acre tract of land described in the Warranty Deed to Holman Texas L.P., recorded in Volume 2453, Page 429, D.R.J.C.T.;

THENCE with the common line of said 84.559 acre tract and said 206.242 acre tract, the following calls:

South 30°15'32" East, a distance of 1,538.60 feet to a 3/8-inch iron rod found for the southwest corner of said 206.242 acre tract;

North 59°23'00" East, a distance of 40.32 feet to a 1/2-inch iron rod with red plastic cap stamped "TOPO GRAPHI" found for an angle point in the north line of said 84.559 acre tract and being the northwest corner of a called 97.47 acre tract described in the Warranty Deed to The Matriarch Trust, recorded in Volume 1546, Page 725, D.R.J.C.T.;

THENCE South 30°44'08" East, with the common line of said 84.559 acre tract and said 97.47 acre tract, a distance of 1,607.00 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for the southeast corner of said 84.559 acre tract, and being in the northwesterly right-of-way line of said East Highway No. 67, and being the beginning of a non-tangent curve to the left with a radius of 13,446.14 feet, a central angle of 00°49'03", and a chord bearing and distance of South 60°38'06" West, 191.88 feet;

THENCE with the northwesterly right-of-way line of said East Highway No. 67, the following calls:

In a northwesterly direction, with said non-tangent curve to the left, an arc distance of 191.88 feet to a 3-1/2-inch brass monument stamped "Texas Department of Transportation" found for corner;

South 43°58'07" West, a distance of 68.58 feet to a 3-1/2-inch brass monument stamped "Texas Department of Transportation" found for the beginning of a non-tangent curve to the left with a radius of 23,044.69 feet, a central angle of 01°01'09", and a chord bearing and distance of South 59°48'32" West, 409.87 feet;

In a southwesterly direction, with said non-tangent curve to the left, an arc distance of 409.87 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 59°17'58" West, a distance of 361.09 feet to a 1/2-inch iron rod found for the southeast corner of a called 5.000 acre tract described as "Tract 1" in the Quite Claim Deed to TKB Development, LLC, recorded in Instrument No. 2019-4737, O.P.R.J.C.T., and from which a 3-1/2-inch brass monument stamped "Texas Department of Transportation" found for an angle point in the south line of said 5.000 acre tract bears South 59°18'10" West, a distance of 84.32 feet;

THENCE with the common line of said 84.559 acre tract and said 5.000 acre tract, the following calls:

North 30°21'37" West, a distance of 531.80 feet to a 5/8-inch iron rod with red plastic cap stamped "KHA" found for corner;

South 59°36'15" West, a distance of 399.61 feet to a 1/2-inch iron rod (leaning) found for corner;

South 30°17'52" East, a distance of 550.33 feet to a 1/2-inch iron rod found for the southwest corner of said 5.000 acre tract, and being in the northwesterly right-of-way line of said East Highway No. 67;

THENCE South 59°22'26" West, with said right-of-way line, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing a computed area of 3,683,380 square feet or 84.559 acres of land.

City Council Management Report
Meeting Date: 5/18/2026
Contact: Bobbie Jo Taylor, City Secretary

AGENDA ITEM:
Consideration and Action related to Resolution R2026-0028; A Resolution of the City of Alvarado, Texas, Authorizing execution of certain documents in connection with Reinvestment Zone Number Four, City of Alvarado, Texas, including, without limitation, that certain TIRZ No. 4 Reimbursement Agreement; finding and determining that the meeting at which this resolution is passed was noticed and is open to the public as required by law. (Chambers Creek Reimbursement Agreement) (Taylor)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:
The agreement establishes the terms for Tax Increment Reinvestment Zone (TIRZ) No. 4 between the City of Alvarado, the TIRZ Board, and Avalon Development Group, LLC, related to the approximately 228-acre Chambers Creek development. The agreement outlines the use of TIRZ revenues to reimburse eligible public infrastructure costs, offset Public Improvement District (PID) assessments, and support development of a sports complex within the project area. It also defines the allocation of tax increment revenues, reimbursement procedures, administrative requirements, and obligations of the parties throughout the term of the TIRZ

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. (AVALON) TIRZ No. 4 - Resolution Authorizing Execution of TIRZ No. 4 Reimbursement Agreement 4911-3810-3462 2
2. (AVALON) TIRZ No. 4 - Chambers Creek TIRZ Reimbursement Agreement 4926-2989-8662 3

CITY OF ALVARADO, TEXAS

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH REINVESTMENT ZONE NUMBER FOUR, CITY OF ALVARADO, TEXAS, INCLUDING, WITHOUT LIMITATION, THAT CERTAIN TIRZ NO. 4 REIMBURSEMENT AGREEMENT; FINDING AND DETERMING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

RECITALS

WHEREAS, on April 20, 2026, the City Council (the "City Council") of the City of Alvarado, Texas passed and approved Ordinance No. 2026-0005, establishing Reinvestment Zone Number Four, City of Alvarado, Texas (the "Zone"), to promote development and redevelopment within the Zone through the use of tax increment financing under the Tax Increment Financing Act, Chapter 311 of the Texas Tax Code, as amended (the "Act"); and

WHEREAS, Avalon Development Group, LLC, a Texas limited liability company (the "Developer") and the City desire to enter into that certain TIRZ No. 4 Reimbursement Agreement (the "TIRZ No. 4 Reimbursement Agreement") in the form attached hereto as **Exhibit A** and incorporated herein for all purposes, which provides, among other things, for reimbursement to the Developer for its construction of public improvements located within the Zone pursuant to the Act.

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

SECTION 1. That the City be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute the TIRZ No. 4 Reimbursement Agreement, in accordance with the Act and all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED ON THIS *18TH day of May, 2026*.

CITY OF ALVARADO, TEXAS

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

APPROVED AS TO LEGAL FORM:

_____
City Attorney

EXHIBIT A
TIRZ No. 4 Reimbursement Agreement

TIRZ NO. 4 REIMBURSEMENT AGREEMENT

REINVESTMENT ZONE NUMBER 4, CITY OF ALVARADO, TEXAS

TIRZ NO. 4 AGREEMENT

This TIRZ No. 4 Reimbursement Agreement (this "Agreement") is executed between Avalon Development Group, LLC, a Texas limited liability company (the "Developer"), the City of Alvarado (the "City"), a home-rule municipality located in Johnson County, Texas, and the Board of Directors of Reinvestment Zone Number 4, City of Alvarado, Texas (the "Board"), to be effective _____, 2026 (the "Effective Date"). The City, the Board, and the Developer are individually referred to as a "Party" and collectively as the "Parties." The City and the Board are collectively referred to as the "Public Parties."

ARTICLE I
RECITALS

WHEREAS, Developer intends to develop or cause to be developed an approximately 228-acre parcel of real property in Johnson County (the "County") that is generally located east of Interstate 35-W and south of Maple Street (County Road 108C), and described by metes and bounds on **Exhibit A** and depicted on **Exhibit B** (the "Property"); and

WHEREAS, the Property is currently located partially within the City's corporate limits and partially within the City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the City and the Developer have entered into the Chambers Creek Development Agreement (the "Development Agreement") that provides for annexation of the Property not already in the city limits and the Parties agree that this Agreement shall not take effect until such annexation is completed; and

WHEREAS, capitalized terms shall have the meanings given to them in Article 2 of this Agreement, and, if not otherwise defined in Article 2, shall have the meanings given to them in the Agreement; and

WHEREAS, unless otherwise specified, all references to "Section" mean a section of this Agreement; and

WHEREAS, Tax Reinvestment Zone No. 4, City of Alvarado, Texas ("TIRZ No. 4") is a tax increment reinvestment zone created by the governing body of the City (the "City Council") by Ordinance No. 2026-0005, adopted April 20, 2026 ("Ordinance No. 2026-0005"); and

WHEREAS, in addition to creating TIRZ No. 4, in Ordinance No. 2026-0005, the City Council has appointed the Board; and

WHEREAS, on May 18, 2026, the Board (i) approved the *Final Project Plan and Final Finance Plan for Reinvestment Zone Number 4, City of Alvarado, Texas* (the "Project and Finance

Plan") for TIRZ No. 4 and (ii) recommended approval of the Project and Finance Plan to the City Council; and

WHEREAS, on May 18, 2026, the City Council adopted Ordinance No. 2026-____ approving the Project and Finance Plan; and

WHEREAS, Section 311.008 of the Act authorizes the City to enter into agreements necessary to implement the Project and Finance Plan and otherwise achieve the purposes of the Project and Finance Plan; and

WHEREAS, the Act authorizes the City to enter into agreements similar to this Agreement that the City and the Board determine to be necessary or convenient to implement the Project and Finance Plan; and

WHEREAS, the Parties intend that TIRZ No. 4 revenues will fund costs described in the Project and Finance Plan, including the TIRZ Offset and/or all of the Project Costs; and

WHEREAS, the liability of the Public Parties under this Agreement is limited to amounts required to be deposited into the TIRZ No. 4 Fund; and

WHEREAS, the reimbursements provided to the Developer under this Agreement are for the public purposes of: (i) developing and diversifying the economy of the state; (ii) eliminating unemployment and underemployment in the state; (iii) developing and expanding commerce in the state; (iv) stimulating business and commerce within the TIRZ No. 4; and (v) promoting development and redevelopment within the TIRZ No. 4; and

WHEREAS, the Public Parties have an interest in creating jobs and expanding the tax base which accomplish a public purpose and create a benefit for the public in Johnson County; and

WHEREAS, the Parties acknowledge this Agreement constitutes an "obligation" pursuant to Chapter 311, Texas Tax Code; and

WHEREAS, but for the Developer undertaking the Development, TIRZ No. 4 would not generate sufficient TIRZ No. 4 increment to provide the financial assistance to the Developer as set forth in the Project and Finance Plan; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Project and Finance Plan.

NOW THEREFORE, for and in consideration of the mutual benefits and promises 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 II
DEFINITIONS

"Act" is defined in the Recitals.

"Administrative Costs" means the actual administrative costs, including reasonable charges for the time spent by employees of the City in connection with the creation, management, reporting, compliance, and implementation of the Project and Finance Plan.

"Agreement" is defined in the first paragraph hereof.

"Assignee" is defined in Section 4.2.

“Assessments” is defined in Section 3.2(a).

"Board" is defined in the first paragraph hereof.

“Chambers Creek PID Subaccount” is defined in Section 3.2(a).

"City" means the City of Alvarado, Texas, a home-rule municipality of the State of Texas.

"City Council" means the governing body of the City.

"City Representative" means the City Manager or designee.

"City Tax Increment" is defined and regulated in Section 3.2.

“Commercial Property” means the approximately 13 acres of land in TIRZ No. 4 designated for commercial development described and depicted in Exhibits A and B.

"County" means Johnson County, Texas.

"Developer" means Avalon Development Group, LLC.

"Development Agreement" means that certain Chambers Creek Development Agreement related to the Property by and between the City, Alvarado 228 Development, LLC, and the Developer.

"District" means that certain Chambers Creek Public Improvement District created by the City, which includes the single-family residential portions of the Property.

"Effective Date" means the effective date of this Agreement, which is May 18, 2026.

"Party" is defined in the first paragraph hereof.

"Parties" is defined in the first paragraph hereof.

“PID Property” is defined in Section 3.2(a).

"Project Costs" are the Administrative Costs and the actual costs of Public Infrastructure, which include, but are not limited to, all costs that may be reimbursed to the Developer under the Project and Finance Plan.

"Project and Finance Plan" means that certain *Final Project Plan and Final Finance Plan for Reinvestment Zone Number 4, City of Alvarado*, approved by the Board on May 18, 2026, and approved by the City Council by Ordinance No. 2026-____, adopted on May 18, 2026.

"Property" is defined in Exhibits A and B.

"Public Infrastructure" has the meaning stated in Section 3.1.

"Public Parties" is defined in the first paragraph hereof.

"SAP" is defined in Section 3.2(a).

"Sports Complex" means the approximately 26 acres of land in TIRZ No. 4 designated for use as a sports complex described and depicted in Exhibits A and B.

"Sports Complex Phase I" means the first phase of the Sports Complex for which construction will commence upon the earlier of (i) completion of the sale of all homes located in the first phase if the single-family residential development within the PID Property or (ii) upon approval of a final plat for the second phase of the single-family residential development within the PID Property.

"Sports Complex Phase II" means the second phase of the Sports Complex for which construction will commence within six (6) months after the TIRZ Revenues collected in the Sports Complex Subaccount of the TIRZ No. 4 Fund in a given year totals at least six hundred thousand dollars ($600,000) for such year.

"Sports Complex Subaccount" is defined in Section 3.3(b).

"Term" means the term of this Agreement, beginning on the Effective Date and continuing for the Term of the TIRZ No. 4.

"Term of the TIRZ No. 4" shall mean the date as specified in Section 5 of the TIRZ No. 4 Ordinance.

"TIRZ No. 4" means Reinvestment Zone Number 4, City of Alvarado, Texas created in by Ordinance No. 2026-0005 adopted by the City Council on April 20, 2026.

"TIRZ No. 4 Fund" means a tax increment fund created by the City and segregated from all other funds and accounts of the City into which the City Tax Increment is deposited.

"TIRZ No. 4 Ordinance" means Ordinance No. 2026-0005 adopted by the City Council on April 20, 2026.

"TIRZ Offset" means the offset of the District assessments levied upon the single-family residential portion of the Property within the TIRZ on a parcel-by-parcel basis as shown in the District service and assessment plan.

ARTICLE III
SOURCES AND USES OF TIRZ NO. 4 REVENUE

Section 3.1 Creation. Pursuant to and in accordance with the TIRZ Act, the City has created TIRZ No. 4, which includes both the Property, all such land area being identified in the TIRZ No. 4 Ordinance. The City has adopted the Project and Finance Plan, which includes revenues and costs related to this Agreement and revenues and costs not related to this Agreement. The Parties agree that costs in the Project and Finance Plan related to this Agreement are more generally estimated and shown in concept form on the maps in **Exhibit D** ("Public Infrastructure Phasing Concepts") and preliminary cost estimates are provided in **Exhibit E** ("Current Estimate of Public Infrastructure"). **Exhibit D** and **Exhibit E** are subject to change and additional such facilities may be included. All such facilities shown in concept form in **Exhibit D**, and all final such facilities approved and accepted for public ownership by the City are collectively referred to as the "Public Infrastructure." However, any Public Infrastructure not eligible under state law for TIRZ No. 4 reimbursement shall be excluded from the term Public Infrastructure.

Section 3.2. TIRZ No. 4 Fund Accounts; Tax Increment Amounts; Priority of Payments. The City shall create multiple subaccounts within the TIRZ No. 4 Fund ("TIRZ No. 4 Subaccounts") and shall dedicate the following TIRZ No. 4 revenues generated by the Property and actually received by the City and due (the "City Tax Increment") as follows:

(a) In accordance with the TIRZ Project and Finance Plan and this Agreement, forty percent (40%) of the City Tax Increment collected from the property within the District (the "PID Property") shall be deposited into a subaccount of the TIRZ No. 4 Fund (the "Chambers Creek PID Subaccount"). After the payment of TIRZ Administrative Expenses, disbursements from the Chambers Creek PID Subaccount shall provide a TIRZ Credit to parcels within the PID Property, on a parcel-by-parcel basis, to off-set or pay a portion of any special assessments levied on the PID Property within the District ("Assessments") for the costs of Public Infrastructure for a period of thirty (30) years for each phase, as further described in the service and assessment plan for the District (the "SAP"), resulting in a maximum overlapping tax stack of $3.09 per $100 of assessed value and a maximum tax rate equivalent for Assessments for each Assessed Property (as defined in the SAP) of $1.00 per $100 assessed value at the time of the levy against such PID Property, net of the TIRZ Credit.

(b) In accordance with the TIRZ Project and Finance Plan and this Agreement, sixty percent (60%) of the City Tax Increment collected from the PID Property and one hundred percent (100%) of the City Tax Increment collected from the Commercial Property shall be deposited into a subaccount of the TIRZ No. 4 Fund (the "Sports Complex Subaccount"). After the payment of TIRZ Administrative Expenses, disbursements from the Sports Complex Subaccount shall be used to reimburse the Developer for its actual costs for the engineering, design, and construction of Sports Complex Phase I and Sports Complex Phase II, including its financing costs and actual interest paid, not to exceed $27,000,000. The TIRZ Credit and the reimbursement obligation in this subsection are not secured by a pledge of ad valorem taxes, other than the Chambers Creek PID Subaccount and

the Sports Complex Subaccount, or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City but is payable only from the Chambers Creek PID Subaccount and from the Sports Complex Subaccount, respectively, subject to this Agreement and Article III, Section 52-a of the Texas Constitution. Except as provided herein, the Developer is not entitled to reimbursement from the City for any costs incurred by Developer in excess of the funds available in the Chambers Creek PID Subaccount and the Sports Complex Subaccount.

(c) To the extent any City Tax Increment remains after the foregoing expenses have been paid, such City Tax Increment shall be used at the discretion of the City pursuant to the TIRZ Act and the TIRZ Project and Finance Plan.

(d) The TIRZ No. 4 Fund, including the Chambers Creek PID Account and the Sports Complex Account, shall be segregated in the accounting records of the City.

(e) Notwithstanding anything to the contrary, the City shall not enter into any agreements or consider any amendments to the TIRZ Project and Finance Plan or this Agreement that would cause any other third party to receive a higher priority in the distribution of the Chambers Creek PID Subaccount or the Sports Complex Subaccount without the consent of the Developer.

Section 3.3 Administrative Uses. The Parties agree that the first-priority payment of the TIRZ No. 4 Fund shall be any payment to the City for the Administrative Costs of TIRZ No. 4. The City shall expend available City Tax Increment monies on the Administrative Costs of TIRZ No. 4 prior to the use of any other funds. These Administrative Cost payments shall be limited to Administrative Costs approved by the TIRZ No. 4 Board. The City shall expend available City Tax Increment monies on the Administrative Costs of TIRZ No. 4 prior to the use of any other funds and prior to transferring any funds to any subaccount.

Section 3.4. TIRZ No. 4 Revenue. Revenue in the TIRZ No. 4 Fund may fund any cost eligible for funding identified in the Project and Finance Plan pursuant to the TIRZ Act. Revenue in the Chambers Creek PID Subaccount and the Sports Complex Subaccount, or related subaccounts, shall be used as described in Section 3.2 and Section 3.3 above.

Section 3.5. TIRZ No. 4 Fund. Commencing on the Effective Date, continuing for the Term of TIRZ No. 4, and after payment of the Administrative Costs, the City shall cause to be deposited into the TIRZ No. 4 Fund the City Tax Increment. Funds in the TIRZ No. 4 Fund are attributable to the Property. The City, by entering into this Agreement, approves such transfers to the TIRZ No. 4 Fund and such reimbursement to the Developer or District of Project Costs of Public Infrastructure that the City Engineer has accepted as complete, and agrees that no additional approvals of such payments are required from the City Council. However, no reimbursement payment to Developer shall be made by the City without an invoice from the Developer with a complete documentation of applicable Project Costs.

Section 3.6. Construction of Public Infrastructure. In conjunction with the development of the Property, the Developer will cause the Public Infrastructure necessary for full development of the Property to be constructed. Prior to construction, the Developer shall make, or cause to be

made, application for any necessary permits and approvals required by the City to be issued for the construction of the Public Infrastructure. The Developer shall require the design, inspection, and supervision of the construction of the Public Infrastructure to be undertaken in accordance with City requirements.

Section 3.7. Use of TIRZ No. 4 Fund. The TIRZ No. 4 Fund shall only be used to pay amounts as set forth in this Agreement, the Project and Finance Plan, and the Act. After payment of the Administrative Costs, and notwithstanding any other provision of this Article III or the Project and Finance Plan, the initial costs to be paid from the TIRZ No. 4 Fund revenue generated from the Property will be limited to the uses set forth in Section 3.3 above. After such payments under Section 3.3 are funded, and only if there are sufficient TIRZ No. 4 Fund revenues remaining after such obligations are satisfied, will such excess TIRZ No. 4 Fund revenues be paid to satisfy other obligations in the Project and Finance Plan.

Section 3.8. Obligations Absolute. The obligation of the Public Parties to use the TIRZ No. 4 Fund or to make payments, as applicable, as set forth in this Agreement are absolute and unconditional, and the Public Parties shall not suspend or discontinue any deposits into the TIRZ No. 4 Fund or payments under Section 3.3 as provided for in this Agreement.

Section 3.9. Procedure for Payment. The Developer agrees that, each year before receiving the TIRZ No. 4 Fund payment from the Sports Complex Subaccount under Section 3.2 and Section 3.3 above, it shall provide documentation to the City demonstrating that none of the requested payment from the TIRZ No. 4 Fund or the Sports Complex Subaccount has been reimbursed to the Developer from bond proceeds. The Parties acknowledge and agree that TIRZ No. 4 Fund payments for the Sports Complex may not exceed the amount described above in Section 3.2(b), the Project and Finance Plan, and the Development Agreement. The Developer will present to the City Representative not more frequently than monthly invoices evidencing expenditures for Project Costs (including supporting documentation and engineering certifications reasonably requested by the City Representative) in the form of the TIRZ No. 4 Certificate for Payment attached hereto as **Exhibit C**. The City Representative shall review the expenditures and shall approve or deny them on behalf of the Public Parties within thirty (30) business days (which approvals shall not be unreasonably withheld). Invoices that have been approved by the City Representative or that are deemed approved shall be paid to the Developer exclusively from actual revenues of the appropriate subaccount of the TIRZ No. 4 Fund within ten (10) business days after the end of the next calendar month, provided funds are available in the relevant subaccount of the TIRZ No. 4 Fund. If no funds are available in the relevant subaccount of the TIRZ No. 4 Fund to pay approved Project Costs, such costs will accrue without interest until paid on a first-in-first-out basis in accordance with the requirements of Section 3.2 and Section 3.3. The Parties will use all reasonable efforts to resolve disputes within thirty (30) business days, after which time the Developer may pursue its remedies under this Agreement. If the dispute is not resolved within said thirty (30) business days, then Developer may request that the dispute be submitted to the City Council for resolution, The decision of the City Council shall be final.

Section 3.10. Records. Each Party shall maintain complete books and records showing its compliance with its obligations, its satisfaction of performance criteria for incentives under this Agreement, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles. Such books and records shall be available for

examination by the duly authorized officers or agents of the inspecting Party during normal business hours upon request made not less than ten (10) business days prior to the date of such examination. Each Party shall maintain such books and records throughout the term of this Agreement. Upon written request by a Party not more than once per year, the Party in receipt of the request shall give the requesting Party access to all records controlled by, or in the direct or indirect possession of, the Party (other than records subject to legitimate claims of attorney-client privilege) relating to that Party's compliance with performance criteria or obligations and permit the inspecting Party to review such records in connection with conducting a reasonable audit of such conditions. Any discrepancy in grant or reimbursement payments found in the audit shall be submitted to the audited Party for review and each Party shall make appropriate adjustment in incentive payments during the next payment period.

Section 3.11. Remaining Balance. Any balance remaining in the TIRZ No. 4 Fund upon expiration of the Term of the TIRZ No. 4 that is not otherwise legally committed to any of the payments set forth in Section 3.3 above shall be returned to the City as required by the Act.

ARTICLE IV.
MISCELLANEOUS

Section 4.1 Term. This Agreement shall expire at the end of the Term of the TIRZ No. 4. This Agreement may also terminate by mutual written agreement of the Parties or by a full reimbursement of Project Costs of City Engineer-accepted Public Infrastructure and a written statement by the Developer that no additional Public Infrastructure will be initiated.

Section 4.2 Assignment. (a) The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign this Agreement, in whole or in part, including any obligation, right, title, or interest of the Developer under this Agreement, to the following (an "Assignee"): (i) any person or entity that is or will become an owner of or who leases any portion of the Property; or (ii) any entity that is controlled by or under common control with the Developer. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to the City within 15 days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that the 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; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, the Developer shall not be released until the City receives such assignment. An Assignee shall be considered the "Developer" and a "Party" for the purposes of this Agreement.

(b) The Developer has the right, from time to time without the consent of the City, but upon written notice to the City, to assign any receivables due under this Agreement, in whole or in part, to any person or entity. Each assignment of receivables shall be in writing executed by the Developer and the assignee. A copy of each assignment of receivables shall be provided to the City within 15 days after execution. From and after such assignment and notwithstanding anything to the contrary in this Agreement, the City shall pay any such receivables assigned to the assignee

named in such assignment. If a copy of the assignment of receivables is not received by the City within 15 days after execution, the City may pay the Developer and the City shall not be liable to the assignee for any reason and the Developer shall be liable for the payment of all payments made by the City to the Developer of the assigned receivables until the City receives notice of such assignment. Provided, however, that notwithstanding the above, Developer shall be limited to a maximum of six (6) such assignments and any additional assignments after the sixth such assignment shall require the consent of the City.

Section 4.3 Collateral Assignment. The Developer shall have the right to collaterally assign, pledge, or encumber, in whole or in part, to any lender as security for any loan in connection with development within the Property, all rights, title, and interests of the Developer to receive payments under this Agreement. Such collateral assignments (i) shall not require the consent of the Public Parties, (ii) shall require notice to the Public Parties together with full contact information for such lenders, (iii) shall not create any liability for any lender under this Agreement by reason of such collateral assignment unless the lender agrees, in writing, to be bound by this Agreement; and (iv) may give lenders the right, but not the obligation, to cure any failure of the Developer to perform under this Agreement. No collateral assignment shall relieve the Developer from any obligations or liabilities under this Agreement.

Section 4.4. 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 (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given 30 days to perform. If the default cannot reasonably be cured within such 30-day period, and the Party in default has diligently pursued such remedies as shall be reasonably necessary to cure such default, then the non-defaulting Party may, at its sole option, extend the period in which the default must be cured.

Section 4.5. REMEDIES. As compensation for the other party's default, an aggrieved Party is limited to seeking specific performance, or other equitable relief available at law, 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, ANY ECONOMIC DEVELOPMENT AGREEMENT, ANY REIMBURSEMENT AGREEMENT, OR THE DEVELOPMENT AGREEMENT.

Section 4.6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below or on the day actually received if sent by courier or otherwise hand delivered:

To the City: City of Alvarado
Attn: City Manager
104 West College Street
Alvarado, Texas 76009
E-mail: debuffp@cityofalvarado.org

To the Board: Tax Increment Reinvestment Zone Number 4
Attn: Board of Directors
104 West College Street
Alvarado, Texas 76009
E-mail: taylorb@cityofalvarado.org

With copy to: City Attorney
Attn: Julie Fort
6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com

To the Developer: Avalon Development Group, LLC
Attn: Jonathan Murphy and Ted Murphy
P.O. Box 671201
Dallas, Texas 75367
E-mail: tmurphy@avalon-dg.com and jmurphy@avalon-dg.com

With a copy to: Winstead PC
Attn: Ross Martin
2728 N. Harwood St., Suite 500
Dallas, Texas 75201
Email: rmartin@winstead.com

Any Party may designate a different address at any time upon written notice to the other Parties.

Section 4.7. Governing Law and Venue. This Agreement shall be interpreted and the rights of the Parties hereto determined in accordance with the laws of the State of Texas without regard to the conflicts of laws or principles thereto, and venue shall be in the District Court in Johnson County, Texas.

Section 4.8. Compliance with Laws. The City and Developer shall comply in all material respects with all applicable laws in connection with the development and construction of the Property.

Section 4.9. Entire Agreement; Severability. This Agreement and the Development Agreement constitute the entire agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties. 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, 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.

Section 4.10. Amendment. Except as expressly set forth herein, this Agreement may not be amended or terminated without the written consent of the Parties hereto.

Section 4.11. Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor has there been any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

Section 4.12. Third-Party Beneficiaries. The District is a third party beneficiary of this Agreement. With the exception of the District, the Parties hereto intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any third-party beneficiary, or any individual other than the Parties hereto and their permitted assigns.

Section 4.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 4.14. Headings. The headings of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 4.15. Draftsmanship and Interpretation. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. In the event of a dispute or disagreement arising under this Agreement, this Agreement shall be interpreted in accordance with its fair meaning and shall not be interpreted for or against any party on the ground that such party drafted or caused to be drafted this Agreement.

Section 4.16. Conflicts. To the extent there is a conflict between the terms of this Agreement and the TIRZ No. 4 Ordinance, the terms of the TIRZ No. 4 Ordinance shall control.

Section 4.17. Employment of Undocumented Workers. To the extent this Agreement constitutes an incentive, during the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

Section 4.18. Statutory Verifications. The Developer makes the following representations and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control

with the Developer or the Owner within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Section 4.19. Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

Exhibits to the TIRZ No. 4 Agreement regarding Chambers Creek

Exhibit A Legal Description

Exhibit B Map of Property

Exhibit C Certificate of Payment

Exhibit D Public Infrastructure Phasing Concepts

Exhibit E Current Estimate of Public Infrastructure

[SIGNATURE PAGES FOLLOW]

EXECUTED this _____ day of _____, 2026.

ATTEST:

Name:_____

Title: City Secretary

CITY OF ALVARADO, TEXAS

By:_____

Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM AND LEGALITY:

Name:_____

Julie Fort, City Attorney

REINVESTMENT ZONE NUMBER 4,

CITY OF ALVARADO, TEXAS

By:_____

_____, Board Chairman

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2026 by _____, the Board Chairman of the Reinvestment Zone Number 4, City of Alvarado, Texas, on behalf of said entity.

_____

Notary Public - State of Texas

DEVELOPER:

Avalon Development Group, LLC
a Texas limited liability company

By: _____
Name: Theodore J. Murphy
Its: Manager

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Theodore J. Murphy, Manager of Avalon Development Group, LLC, a Texas limited liability company, on behalf of said company.

_____
Notary Public, State of Texas

[SEAL]

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT A-1 PARCEL - 1

BEING 188.62 acres of land in the Robert Bell Survey, Abstract Number 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, and the Ambrose Powers Survey, Abstract Number 686, Johnson County, Texas; being part of that certain tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016 Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a mag nail with washer set stamped "MANHARD CONSULTING" at the northernmost northwest corner;

THENCE North 89°45'44" East, a distance of 1,669.99 feet to a yellow capped 5/8" iron rod set stamped "MANHARD CONSULTING";

THENCE North 62°48'30" East, continuing along said line, a distance of 147.84 feet to a mag nail with washer set stamped "MANHARD CONSULTING" at the northeast corner;

THENCE South 25°14'01" East, along the common line, a distance of 2,002.48 feet to a 1/2" iron rod found;

THENCE South 01°37'36" West, a distance of 314.22 feet to a found fence post;

THENCE South 89°01'16" East, a distance of 676.85 feet to a found 1/2" iron rod;

THENCE South 00°12'15" East, a distance of 1,428.77 feet to a 1/2" iron rod found at the southeast corner;

THENCE South 82°22'29" West, a distance of 160.00 feet to a capped 5/8" iron rod found stamped "RPLS 4838";

THENCE North 84°13'06" West, 557.60 feet to a point for corner;

THENCE North 78°11'06" West, 75.80 feet to a point for corner;

THENCE North 36°28'06" West, 127.40 feet to a point for corner;

THENCE South 75°02'54" West, 101.10 feet to a point for corner;

THENCE South 60°58'54" West, 175.40 feet to a point for corner;

THENCE South 77°47'51" West, 175.00 feet to a point for corner;

THENCE South 56°30'54" West, 172.60 feet to a point for corner;

THENCE North 86°37'06" West, 202.00 feet to a point for corner;

THENCE North 55°59'06" West, 54.80 feet to a point for corner;

THENCE North 45°42'06" West, 143.80 feet to a point for corner;

THENCE North 35°43'06" West, 100.00 feet to a point for corner;

THENCE North 21°54'06" West, 58.20 feet to a point for corner;

THENCE North 78°48'06" West, 186.90 feet to a point for corner;

THENCE North 80°49'06" West, 120.90 feet to a point for corner;

THENCE South 84°37'54" West, 367.50 feet to a point for corner;

THENCE South 76°51'54" West, 22.35 feet to a point for corner;

THENCE North 12°47'36" West, 333.88 feet to a point for corner;

THENCE North 33°45'46" West, 978.77 feet to a point for corner;

THENCE North 89°48'52" East, 1.29 feet to a point for corner;

THENCE North 01°00'47" East, 2,128.25 feet to a point for corner;

THENCE South 89°49'45" West, 199.77 feet to a point for corner;

THENCE North 01°10'12" East, 20.88 feet to the POINT OF BEGINNING, containing 188.62 acres of land.

PARCEL -2

Alvarado – Sports Complex
26.41 Acres
Johnson County, Texas

BEING 26.41 acres of land in the A. Kimbell Survey, Abstract Number 479, and the J. Bell Survey, Abstract No. 46, Johnson County, Texas; being part of that called 228.322 acre tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016, Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a mag nail with washer set stamped "MANHARD CONSULTING" at the northernmost northwest corner of said 228.322 acres, and being on the centerline of Maple Street (prescriptive roadway);

THENCE South 01°10'12" West leaving said centerline, a distance of 20.88 feet to a ½-inch iron rod;

THENCE North 89°49'45" East, a distance of 199.77 feet to a capped ½-inch iron rod stamped "DANNENBAUM";

THENCE South 01°00'47" West, a distance of 2,128.25 feet to a 5/8-inch iron rod stamped "FORT WORTH SURVEYING" for the POINT OF BEGINNING;

THENCE South 33°42'00" East, a distance of 978.06 feet to a point for corner;

THENCE South 12°47'36" East, a distance of 333.88 feet to a point in Chambers Creek;

THENCE westerly with Chambers Creek as follows:

South 76°51'54" West, 180.65 feet;

South 85°21'54" West, 200.10 feet;

North 86°16'06" West, 178.50 feet;

South 75°39'54" West, 300.00 feet;

South 79°27'54" West, 200.60 feet;

North 60°35'35" West, 113.10 feet;

North 26°54'15" West, 139.50 feet;

THENCE North 01°04'35" East leaving said Creek, 113.85 feet to a fence post;

THENCE North 01°15'43" East, a distance of 989.34 feet to a ½-inch iron rod;

THENCE North 88°03'11" East, a distance of 362.87 feet to a 60d nail;

THENCE North 89°48'52" East, a distance of 199.83 feet to the POINT OF BEGINNING, containing 26.41 acres of land more or less.

P/611.174001/doc/survey/legal Desc/Alvarado Sports Plex

13.29 Aces – Commercial Tract
Johnson County Texas

PARCEL-3

BEING 13.29 acres of land in the A. Kimbell Survey, Abstract Number 479, and the J. Bell Survey, Abstract No. 46, Johnson County, Texas; being part of that called 228.322 acre tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016, Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a mag nail with washer stamped "MANHARD CONSULTING" for the northernmost northwest corner, being on the centerline of Maple Street (prescriptive roadway);

THENCE South 01°10'12" West, a distance of 20.88 feet to a ½-inch iron rod;

THENCE North 89°49'45" East, a distance of 199.77 feet to a capped ½-inch iron rod stamped "DANNENBAUM";

THENCE South 01°00'47" West, a distance of 2,128.25 feet to a ½-inch capped iron rod stamped "FORT WORTH SURVEYING";

THENCE South 89°48'52" West, a distance of199.83 feet to a 60-d nail;

THENCE South 88°03'11" West, a distance of 362.87 feet to a ½-inch iron rod for the POINT OF BEGINNING;

THENCE South 01°15'43" West, a distance of 989.34 feet to a point for corner;

THENCE South 77°34'21" West, a distance of 401.58 feet a point for corner on the easterly right of way line for Interstate 30;

THENCE northerly with said right of way line as follows:

North 16°34'19" West, a distance of 824.58 feet a 1-inch smooth iron rod for the beginning of a curve;

Along a curve to the left, having a radius of 5,904.58 feet, a delta of 02°38'45", an arc length of 272.67 feet, and whose long chord bears North 17°50'20" West, 272.65 feet to a point for corner;

THENCE North 87°59'41" East leaving said right of way line, a distance of 733.11 feet to the POINT OF BEGINNING, containing 13.29 acres of land, more or less.

EXHIBIT B

MAP OF PROPERTY

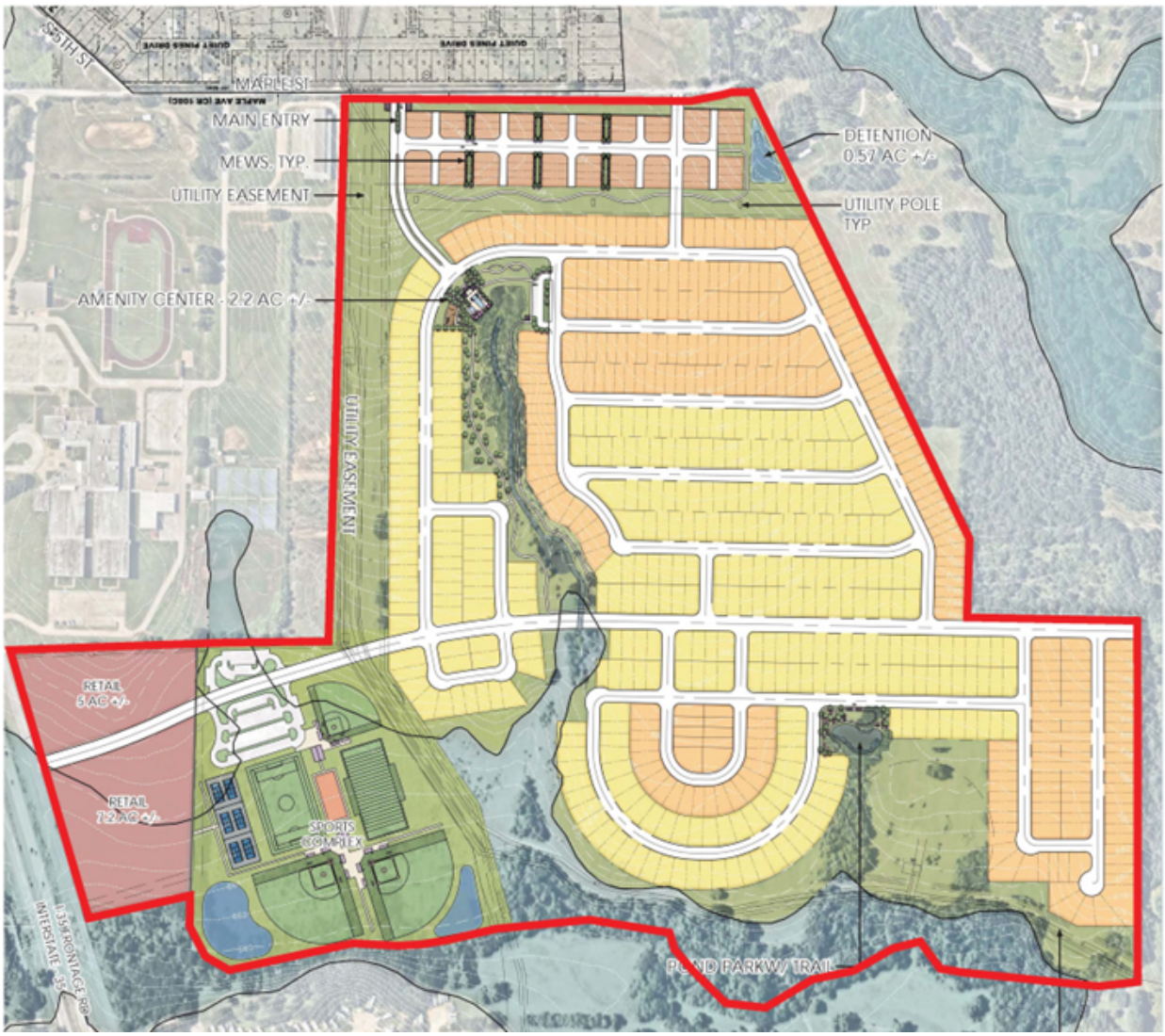


EXHIBIT C

CERTIFICATE OF PAYMENT

[See attached]

EXHIBIT D

PUBLIC INFRASTRUCTURE PHASING CONCEPTS

[See Attached]

EXHIBIT E

CURRENT ESTIMATE OF PUBLIC INFRASTRUCTURE

[See Attached]

City Council Management Report
Meeting Date: 5/18/2026
Contact: Bobbie Jo Taylor, City Secretary

AGENDA ITEM:
Consideration and action related to Ordinance 2026-0011; An Ordinance of the City of Alvarado, Texas, approving a Final Project and Finance Plan for Tax Increment Reinvestment Zone Number Four, City of Alvarado, Texas; making various findings related to such final plan; providing a severability clause; and providing an effective date.(Chambers Creek TIRZ Project and Finance Plan) (Taylor)

BACKGROUND & FINDINGS:
This ordinance approves the Final Project and Finance Plan for Tax Increment Reinvestment Zone (TIRZ) Number Four, City of Alvarado, Texas, in accordance with Chapter 311 of the Texas Tax Code. The ordinance confirms that the Final Plan meets statutory requirements, is feasible, and conforms to the City's master plan. The ordinance also provides for severability and establishes an effective date upon adoption.

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. (AVALON) TIRZ No. 4 - Ordinance Approving Final PFP 4931-5956-0614 1
2. Chambers Creek Final Project and Finance Plan v2.0

CITY OF ALVARADO, TEXAS

ORDINANCE NO. 2026-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, APPROVING A FINAL PROJECT AND FINANCE PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FOUR, CITY OF ALVARADO, TEXAS; MAKING VARIOUS FINDINGS RELATED TO SUCH FINAL PLAN; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, as amended ("Act"), the City Council (the "City Council") of the City of Alvarado, Texas (the "City") created the tax increment reinvestment zone identified as Reinvestment Zone Number Four, City of Alvarado, Texas (the "Zone"), by Ordinance No. 2026-0005 passed and approved on April 20, 2026 (the "Creation Ordinance"); and

WHEREAS, as authorized by the Act and pursuant to the Creation Ordinance, the City Council approved the "Reinvestment Zone Number Four, City of Alvarado, Texas Preliminary Project and Finance Plan" for the Zone; and

WHEREAS, on May 18, 2026, the Board of Directors of the Zone (the "TIRZ Board") recommended approval of the "Reinvestment Zone Number Four, City of Alvarado, Texas Final Project and Finance Plan" for the Zone, attached hereto as ***Exhibit A*** (the "Final Plan"), as required by Section 311.011(a) of the Act.

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

Section 1. Findings.

The City Council hereby makes the following findings of fact:

1.1 The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are incorporated and adopted as part of this Ordinance for all purposes.

1.2 The Final Plan includes all information required by Sections 311.003(b) and (c) of the Act.

1.3 The Final Plan is feasible and conforms to the City's master plan.

Section 2. Approval of the Final Plan.

Based on the findings set forth in Section 1 of this Ordinance, the Final Plan attached hereto as ***Exhibit A*** is hereby approved.

Section 3. Severability Clause.

Should any provision, section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City of Alvarado hereby declares that it would have passed this Ordinance, and each provision, section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more provisions, sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

Section 4. Effective Date.

This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Alvarado, Texas, on this the ***18th day of May, 2026.***

CITY OF ALVARADO, TEXAS

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

APPROVED AS TO LEGAL FORM:

_____
City Attorney

EXHIBIT A
Final Project and Finance Plan

TAX INCREMENT REINVESTMENT ZONE NO. 4

CITY OF ALVARADO, TEXAS

City of Alvarado

FINAL PROJECT AND FINANCING PLAN

MAY 18, 2026

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

TAX INCREMENT REINVESTMENT ZONE NO. 4

CITY OF ALVARADO, TEXAS

FINAL PROJECT AND FINANCING PLAN

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1. INTRODUCTION

1.1. AUTHORITY AND PURPOSE

The City of Alvarado, Texas, a Texas home rule municipality (the "City"), has the authority under Chapter 311, Texas Tax Code, as amended (the "Act") to designate a contiguous or noncontiguous geographic area within or outside the corporate limits of the City as a tax increment reinvestment zone to promote development or redevelopment of the area if the governing body of the City (the "City Council") determines that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the zone is feasible, and that creation of the zone is in the best interest of the City and the property in the zone. The purpose of the zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2. ELIGIBILITY REQUIREMENTS

Except as provided in the Act, an area may be designated as a tax increment reinvestment zone if such area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is "used for Single-family purposes" (defined by the Act as follows: "... property is used for Single-family purposes if it is occupied by a house having fewer than five living units ...") or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

The Zone. By City Council action on April 20, 2026, the City created a tax increment reinvestment zone to be known as "Tax Increment Reinvestment Zone No. 4, City of Alvarado, Texas" (the "Zone" or "TIRZ") that includes approximately 228 acres depicted on **Exhibit A-1** and described on **Exhibit B-1** (the "Property"). The TIRZ will be divided into two sub-areas; a residential sub-area consisting of approximately 188.62 acres (the "Single-family Sub-Area") and a second sub-area consisting of approximately 39 acres for both commercial development and a sports complex (the "Sports Complex Sub-Area"). The City will create the Chambers Creek Public Improvement District (the "PID") which is anticipated to be coterminous with the Single-family Sub-Area of the TIRZ. The Property meets the eligibility requirements of the Act. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately underdeveloped due to factors such as no public infrastructure and the need for economic incentives to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone, increased sales and use tax for the City and the State of Texas, and increased job opportunities for residents of the City, Johnson County (the "County") and the region. If the public works, public improvements, programs, and other projects are financed as contemplated by the Final Plan (as hereinafter defined), the City envisions that the

Property will be developed to take full advantage of the opportunity to bring to the City and the County, and to all of the region's quality developments.

1.3. Preliminary Plan; Hearing

Before the City may adopt an ordinance designating the Zone, the City Council must prepare, or cause to be prepared a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed zone and its benefits to the City and to the Property, at which public hearing interested persons may speak for and against the creation of the Zone, the boundaries of the Zone, and the concept of tax increment financing, and at which hearing the owners of the Property must be given a reasonable opportunity to protest the inclusion of the Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this preliminary plan dated April 20, 2026, (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the TIRZ Projects that will be undertaken and financed by the Zone. A description of how such TIRZ Projects are to be undertaken and financed will be determined by the Final Plan (hereinafter defined), which require approval by the Board and by the City Council.

1.4. Creation of the Zone

Subsequent to the above-referenced public hearing, the City Council may adopt Ordinance No. 2026-0005 on April 20, 2026 (the "Creation Ordinance") in accordance with the Act to create the Zone after the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the Property. The Creation Ordinance for the Zone appointed a Board of Directors for the Zone initially consisting of seven (7) members (the "Board").

1.5. Board Recommendations

After creation of the Zone on April 20, 2026, the Board is anticipated to review the *Final Project and Finance Plan for Tax Increment Reinvestment Zone No. 4, City of Alvarado, Texas* (the "Final Plan") during its May 18, 2026, meeting, and it is anticipated to approve and recommend the Final Plan to the City Council pursuant to which the City will contribute a portion of the ad valorem tax increment (the "Tax Increment") attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") for payment of the costs of public works, public improvements, programs, and other projects benefiting the Zone.

1.6. Council Action

The City Council, taking into consideration the recommendations of the Board, is anticipated to consider and approve the Final Plan on May 18, 2026.

1.7. SUMMARY OF RESULTS

As real property taxes are generated on an ad valorem basis from assessed values, it is first necessary to estimate the future assessed value resulting from the Zone. This plan provides assessed value information based on the following:

- The development is completed as described in the Chambers Creek Development Agreement (the "Development Agreement") between the City, Alvarado 228 Development LLC, and Avalon Development Group, LLC (collectively the "Developer");
- The units are sold according to the development pace estimated by the Developer as summarized in subsequent sections of this report;
- Property values are projected to grow at two percent (2%) per year for the duration of the Zone;
- The real property tax rate remains static at the fiscal year 2026 level in future years;
- The Property is anticipated to include approximately 228 acres, with approximately 188.62 acres comprising the PID;
- The Property is divided into sub-areas, the Single-family Sub-Area and the Sports Complex Sub-Area as shown in **Exhibit B-2 and Exhibit B-3**;
- The City has committed to use **fifty percent (50%)** of the incremental revenues generated from the Single-family Sub-Area of the Property.
- The City has committed to use **fifty percent (50%)** of the incremental revenues generated from the Sports Complex Sub-Area of the Property.

In summary, the TIRZ financing analysis indicates that, assuming two percent (2%) annual inflation through 2062, the TIRZ is estimated to have an incremental value of $487,227,092 in the Single-family Sub-Area and $23,547,931 in the Sports Complex Sub-Area.

Table 1-A provides the projected total and incremental assessed value for the Zone in 2062. Refer to **Exhibit C-3.1, Exhibit C-3.2, and Exhibit C-3.3**, attached hereto, for more information on the projected incremental value for each year.

Table 1-A
Projected Assessed Values

Year	Projected Assessed Value	Base Value[1]	Projected Incremental Value
Single-family Sub-Area	$487,227,092	$0	$487,227,092
Sports Complex Sub-Area	$23,560,699	$12,768	$23,547,931

[1]The combined base value of $12,768 is based on the 2025 certified values provided by the Central Appraisal District of Johnson County ("JCAD") in the City limits for acreage in each sub-area as of March 9, 2026.

The projected assessed values displayed in Table 1-A are the basis for estimating incremental real property taxes. The projected incremental taxes are shown in Table 1-B. The Property is anticipated to be fully built out by December 31, 2031, and such fully built-out values are anticipated to be reflected in the 2032 property appraisal by JCAD, and the related incremental taxes will become fully available on taxes dues as of January 31, 2033. The new proposed

development could not occur without the Public Improvements required to be constructed within the Zone.

Single-family Sub-Area

The total projected value of the new development at build-out as of January 1, 2031, is $263,709,700 with a projected incremental value of $263,709,700.

Sports Complex Sub-Area

The total projected value of the new development at build-out as of January 1, 2031, is $12,752,133, with a projected incremental value of $12,739,365.

Table 1-B illustrates the projected assessed value for taxes due as of January 31, 2033, assuming two percent (2%) annual inflation.

Table 1-B
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Appraised Value at Buildout as of January 1, 2031	Base Value[1]	Total Projected Incremental Appraised Value at Buildout as of January 1, 2032	Projected Incremental Tax Revenue due as of January 31, 2032[2]	Projected Incremental Tax Revenue Available for Project Costs due as of January 31, 2033[2]
City of Alvarado – Single-family Sub-Area	$263,709,700	$0	$263,709,700	$2,125,527	$1,062,763
City of Alvarado – Sports Complex Sub-Area	$12,752,133	$12,768	$12,739,365	$102,681	$51,340

[1]The combined base value of $12,768 is based on the 2025 certified values provided by Johnson County Appraisal District ("JCAD") in the City limits for acreage in each sub-area as of March 9, 2026.

Refer to **Exhibit C-3.1, Exhibit C-3.2, Exhibit C-4.1, Exhibit C-4.2, Exhibit C-5.1 and Exhibit C-5.2** for projected tax increment revenues for each year under each scenario.

The financing plan for the Public Improvements contemplates the issuance of special assessment revenue bonds by the City and/or a reimbursement agreement executed by the City secured by special assessments on property within the PID (the "PID Assessments"). The bonds secured by the PID Assessments are referred to as the "PID Bonds" and the total estimated aggregate par amount is $35,000,000.

A portion of the total Public Improvements costs are proposed to be funded with the PID Bonds. As a result, real property tax increment revenues from the Single-family Sub-Area will be used to pay (i) a portion of the Project Costs (as hereinafter defined) by offsetting the PID Assessments imposed on the property within the PID and (ii) paying for Project Costs related to the Sports Complex. The maximum amount of Project Costs attributable to the Sports Complex to be paid from tax increment revenues generated from the Single-family Sub-Area and from the Sports

Complex Sub-Area is not to exceed $27,000,000 (the "Maximum TIRZ Sports Complex Reimbursement Amount").

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2. ASSESSMENT AND TAX COLLECTION PROCEDURES

2.1 AUTHORITY AND PURPOSE

Pursuant to Texas Tax Code, all taxable property is appraised at its market value as of January 1 of each year. Each county in Texas is served by an appraisal district, which determines the value of all that county's taxable property. Generally, local governments that collect property taxes, such as counties, cities and school districts, are members of the appraisal district.

2.2 METHODOLOGY

Each county appraisal district determines the value of all taxable property within the county boundaries. Tax Code Section 25.18 requires appraisal districts to reappraise all property in its jurisdiction at least once every three years. Tax Code Section 23.01 requires that appraisal districts comply with the Uniform Standards of Professional Appraisal Practice if mass appraisal is used and that the same appraisal methods and techniques be used in appraising the same or similar kinds of property. Individual characteristics that affect the property's market value must be evaluated in determining the property's market value.

Before appraisals begin, the appraisal district compiles a list of taxable property. The list contains a description and the name and address of the owner for each property. In a mass appraisal, the appraisal district then classifies properties according to a variety of factors, such as size, use and construction type. Using data from recent property sales, the appraisal district appraises the value of typical properties in each class. Taking into account differences such as age or location, the appraisal district uses typical property values to appraise all the properties in each class.

With few exceptions, Tax Code Section 23.01 requires taxable property to be appraised at market value as of January 1. Market value is the price at which a property would transfer for cash or its equivalent under prevailing market conditions if:

- it is exposed for sale in the open market with a reasonable time for the seller to find a purchaser;
- both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and
- both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other.

Source: https://comptroller.texas.gov/taxes/property-tax/valuing-property.php

2.3 APPEALS

According to the JCAD, property owners may utilize the JCAD appeal procedures if they have a concern about:

- the market or appraised value of the property;
- unequal appraisal of the property compared to other properties;
- the inclusion of the property on the appraisal roll;
- any exemptions that may apply to the property owner;
- the qualification for an agricultural or timber appraisal;
- the taxable status of the property;
- the local governments which should be taxing the property;
- the ownership of property;
- a change of use of land receiving special appraisal; and/or
- any action taken by the chief appraiser, JCAD or Appraisal Review Board ("ARB") that applies to and adversely affects the property.

If property owners cannot resolve their concern informally with the JCAD staff, they may have their cases heard by the ARB. The ARB is an independent board of citizens that review problems with appraisals or other concerns listed above. It has the power to order the JCAD to make the necessary changes to solve problems. If a property owner files a written request for an ARB hearing (called a notice of protest) on or before May 31 (or 30 days after the notice of appraised value was mailed to the property owner, whichever is later), the ARB will set the case for a hearing. The property owner will receive written notice of the time, date, and place of the hearing. After it decides the case, the ARB must send them a copy of its order by certified mail. If the property owner is not satisfied with the decision, it has the right to appeal. If it chooses to go to court, the property owner must start the process by filing a petition within 60 days of the date it receives the ARB's order. In certain cases, as an alternative to filing an appeal in district court, the property owner may file not later than the 45th day after it receives notice of the ARB order a request for binding arbitration with the JCAD. In certain cases, originating in certain counties, as an alternative to filing an appeal in district court, the property owner may appeal to the State Office of Administrative Hearings (SOAH). An appeal to SOAH is initiated by not later than the 30th day after the property owner receives notice of the ARB's order by filing with the chief appraiser of the JCAD a notice of appeal.

2.4 Taxation Procedures

The appraisal and property tax process for each tax year includes the steps shown in Table 2-A.

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Table 2-A
Property Tax Timeline

Date(s)	Event
January 1	CADs are required to appraise property on this date. A lien attaches to each taxable property to ensure property tax payment.
January 1 - April 30	CAD completes appraisals and processes applications for exemptions.
April - May	Appraisal districts send notices of appraised value.
May 1	Appraisal review board begins hearing protests from property owners.
July 1	Local taxing units may impose additional penalties for legal costs related to collecting unpaid taxes.
August - September	Local taxing units adopt tax rates.
October 1	Local taxing units (or county tax assessor-collector, acting on their behalf) begin sending tax bills to property owners.
January 1	Taxes due to local taxing units (or county tax assessor-collector, if acting on their behalf).
February 1	Local taxing units begin charging penalty and interest for unpaid tax bills.

2.5 Penalties and Interest

According to the Texas Comptroller, if taxes are not paid by January 31st, penalties and interest will accrue are shown in Table 2-B.

Table 2-B
Penalties and Interest

If Tax Paid In:	Penalty		Interest		Total
February	6%	+	1%	=	7%
March	7%	+	2%	=	9%
April	8%	+	3%	=	11%
May	9%	+	4%	=	13%
June	10%	+	5%	=	15%
July	12%	+	6%	=	18%

Penalties reach a maximum of twelve percent (12%) and interest of one percent (1%) is added each month after the due date. All real property accounts not paid in full by June 30th of the year in which they become delinquent will be referred to the delinquent tax attorney for enforced collection and will incur an additional penalty equal to fifteen percent to twenty percent (15% - 20%) of the total taxes, penalties, and interest due.

2.6 Tax Sale

According to the Johnson County Tax Collector's website, tax sales are held once orders of sale are issued from the district courts in reference to tax judgments for delinquent taxes. Real property being sold as a result of a foreclosure to satisfy delinquent taxes is required by Texas law to be sold on the first Tuesday of the month. All counties have sales on the same day.

2.7 TAX RATES

Tax rates are set on an annual basis by the City. For fiscal year 2026, real property tax rate in the City is $0.806010 per $100 of assessed value.

The City tax rates have fluctuated in past years. It is likely that the tax rates will continue to change overtime; for purposes of this study, however, it is assumed that the tax rate will remain at its current level in future years.

Table 2-C provides historical tax rates from fiscal years 2019 to 2026.

Table 2-C
Historical Tax Rates 2019-2026

Fiscal Year	City Tax Rate Per $100 Assessed Value (Total)
2019	$0.732031
2020	$0.751419
2021	$0.812696
2022	$0.812696
2023	$0.811895
2024	$0.782572
2025	$0.806010

Source: City of Alvarado

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3. PROJECT PLAN

3.1. DESCRIPTIONS AND MAPS

Existing Uses and Conditions. The Property in the Zone is contiguous and is currently located partially within the corporate limits of the City and partially in the extraterritorial jurisdiction. The Property is comprised of approximately 228 acres described on **Exhibit B-1**. The portion of the Property within the City limits is zoned as agricultural and the remaining property is also utilized for agricultural use.

The Property is undeveloped, and there is limited public infrastructure to support development. Development will require public infrastructure that: (1) the City cannot provide; and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the Zone are shown on **Exhibit A-1, Exhibit A-2, and Exhibit A-3**.

Proposed Uses. The Property is zoned consistent with the development standards in the Development Agreement, and the uses permitted by such. A map of the proposed uses is shown on **Exhibit D** and a description of the proposed uses within the Property are shown on Table 3-A.

Table 3-A
Description of Proposes Uses

Property Type	Estimated Completion	Quantity	Measurement
Single-family			
Single Family – 50 Ft Lot	2031	336	Units
Single Family – 40 Ft Lot	2031	302	Units
Single Family – 29 Ft Lot	2031	75	Units
Sports Complex			
Commercial	2030	105,000	Sq Ft

[1]Provided by the Developer.

Metes and Bounds Description. Metes and bounds descriptions of the various tracts that comprise the Property are provided on **Exhibit B-1, Exhibit B-2, and Exhibit B-3**. The list of Parcels in the Zone is shown in **Exhibit E.**

3.2. PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES AND REGULATIONS

All construction will be done in conformance with existing building code regulations of the City of Alvarado. There are no proposed changes of any city development ordinances, master plans or building codes.

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3.3. Estimated Non-Project Costs

Non-project costs are funds that will be spent to develop in the Zone but will not be financed by the Zone. The Non-Project Costs are estimated at approximately $12,182,006 for the total property within the Zone.

3.4. Relocation of Displaced Persons

No persons will be displaced or relocated due to the creation of the Zone or implementation of the Final Plan.

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4. FINANCING PLAN

4.1. ESTIMATED PROJECT COSTS

The total project costs of the Zone (the "Project Costs") include the Administrative Costs defined below and the costs of the Public Improvements (as defined herein) are estimated to be approximately $47,612,770, as set forth in **Exhibit E**. The Project Costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the "Administrative Costs"). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, including the costs of conducting studies, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City. The Administrative Costs shall be paid each year from the TIRZ Fund (hereinafter defined) before any other Project Costs are paid.

4.2. PROPOSED PUBLIC IMPROVEMENTS

Categories of Public Improvements. The categories of public works and public improvements (the "Public Improvements") that are proposed to be financed within the Zone are as follows: water and wastewater improvements, sanitary and storm sewer improvements, road, paving, landscape and irrigation improvements, public park, other soft and miscellaneous costs and contingency. All Public Improvements shall be designed and constructed in accordance with the applicable City standards and shall be reviewed, inspected, approved, and accepted by the City, respectively. At the discretion of the City, some of the Public Improvements that are to be financed with the TIRZ Increments may be owned by the City but maintained by a homeowners' association as may be agreed by the City from time to time.

Locations of Public Improvements. The estimated locations of the proposed Public Improvements to be constructed within the Zone are shown in **Exhibit F**. These locations are provided for informational purposes only and may be revised by City Staff without amending the Final Plan.

4.3. ECONOMIC FEASIBILITY

The development is proposed to be developed on vacant land. As shown in **Exhibit G**, the current aggregate appraised value of the property is $12,768 (shown as assessed value in the JCAD records). The development is projected to be fully built out by December 31, 2031, based on the preliminary absorption estimated by the Developer.

For purposes of this Plan, economic feasibility has been evaluated over the term of the Zone based on the projected taxable value growth as shown in the projected absorption, projected incremental assessed values and projected incremental taxes shown in **Exhibit C**. This evaluation focuses only on 'direct' financial benefits (i.e., projected tax revenues from new development in the Zone) of the Public Improvements to be constructed within the Zone and does not take into consideration the potential 'multiplier effect' of this development towards new development outside the Zone and the non-property tax revenue-related benefits like job creation to the properties within and

outside of the Zone. The new proposed development could not occur without the Public Improvements required to be constructed within the Zone.

Single-family Sub-Area

The total projected value of the new development at build-out as of January 1, 2032, is $263,709,700 with an incremental value of $263,709,700. The new development is projected to generate approximately $2,125,527 in annual projected incremental real property taxes at build-out and approximately $98,085,681 during the anticipated term of the Zone as shown in Table 4-A.

Sports Complex Sub-Area

The total projected value of the new development at build-out as of January 1, 2032, is $12,752,133 with an incremental value of $12,739,365. The new development is projected to generate approximately $102,681 in annual projected incremental real property taxes at build-out and approximately $4,741,122 during the anticipated term of the Zone as shown in Table 4-A.

Table 4-A
Projected Incremental Tax Revenue

Jurisdiction	Total Projected Incremental Appraised Value at Buildout as of January 1, 2031	Total Projected Annual Incremental Tax Revenue at Build-Out (Due by January 31, 2032)[1]	Total Projected Annual Incremental Tax Revenue at Build-Out Available for Project Costs (Due by January 31, 2032)[1]	Total Projected Incremental Tax Revenue during the Term of the TIRZ[1]
City of Alvarado - Single-family Sub-Area	$263,709,700	$2,125,527	$1,062,763	$98,085,681
City of Alvarado - Sports Complex Sub-Area	$12,739,365	$102,681	$51,340	$4,741,122
Total		**$2,228,207**	**$1,114,104**	**$102,826,803**

[1]Represents the projected incremental tax revenues generated from the Property.

Single-family Sub-Area

Fifty percent (50%) of the tax increment revenue realized for the City within the Single-family Sub-Area of the Zone will be retained by the City to be used for any lawful purpose. The remaining fifty percent (50%) of the tax increment revenue realized within the Single-family Sub-Area of the Zone will be dedicated to pay for Project Costs until the term of the Zone expires in 2062. Upon the expiration of the zone, fifty percent (50%) of the tax increment revenue shall be retained by the City to be used for any lawful purpose. Upon expiration or termination of the Zone, one hundred (100%) of all tax revenue generated within the Zone will be retained by the City.

These projections assume two percent (2%) annual property value inflation factor. As shown in **Exhibit C-3.1, Exhibit C-3.2, and Exhibit C-4.1** the total anticipated TIRZ contribution towards Public Improvements is projected to be $44,615,147. As a result, the TIRZ is anticipated to generate $53,470,534 (i.e., $98,085,681 - $44,615,147) in excess incremental real property taxes during the anticipated term of the Zone for payment of costs of the City, demonstrating economic feasibility of the proposed TIRZ structure.

Sports Complex Sub-Area

Fifty percent (50%) of the tax increment revenue realized for the City within the Sports Complex Sub-Area of the Zone will be retained by the City to be used for any lawful purpose. The remaining fifty percent (50%) of the tax increment revenue realized \within the Sports Complex Sub-Area of the Zone will be dedicated to pay for Project Costs until the earlier of (i) the Maximum Sports Complex Reimbursement Amount is paid, or (ii) the term of the Zone expires in 2062. Upon the occurrence of (i) or (ii), fifty percent (50%) of the tax increment revenue shall be retained by the taxing units to be used for any lawful purpose. Upon expiration or termination of the Zone, one hundred (100%) of all tax revenue generated within the Zone will be retained by the City.

These projections assume two percent (2%) annual property value inflation factor. As shown in **Exhibit C-3.3** and **Exhibit C-4.2** the total anticipated TIRZ contribution towards Public Improvements is projected to be $2,001,989. As a result, the TIRZ is anticipated to generate $2,739,133 (i.e., $4,741,122 - $2,001,989) in excess incremental real property taxes during the anticipated term of the Zone for payment of costs of the City, demonstrating economic feasibility of the proposed TIRZ structure.

Table 4-B shows the projected TIRZ Contribution by each participating jurisdiction for each sub-area.

Table 4-B
Projected TIRZ Contribution

Jurisdiction	Total Projected Incremental Tax Revenue during the Term of the TIRZ[1]	Participation Percentage	Total Projected Incremental Tax Revenue Available for payment of Project Costs[2]	Total Projected Incremental Tax Revenue Available to the City
Single-family Sub-Area				
City of Alvarado - Single-family Sub-Area	$98,085,681	20%[3]	$19,617,136	$21,388,214
City of Alvarado - Single-family Sub-Area	$98,085,681	30%[4]	$24,998,011	$32,082,320
Subtotal Single-family Sub-Area			$44,615,147	$53,470,534
City of Alvarado - Sports Complex Sub-Area	$4,741,122	50%	$2,001,989	$2,739,133
Total			**$46,617,136**	**$56,209,667**

[1] Represents the projected incremental tax revenues generated from the Property using the respective tax rate.
[2]Represents the total projected incremental tax revenue available to pay for Project Costs.
[3]The twenty percent (20%) participation from the Single-family Sub-Area is calculated as 40% x 50% = 20%.
[4]The thirty percent (30%) participation from the Single-family Sub-Area is calculated as 60% x 50% = 30%.

4.4. TIRZ Participation Level

For properties within the TIRZ fifty percent (50%) of the total City incremental real property tax revenue generated from the Single-family Sub-Area and fifty percent (50%) of the total City incremental real property tax generated from the Sports Complex Sub-Area will be dedicated to the TIRZ Fund, as shown in Table 4-C.

Table 4-C
TIRZ Participation by Entity

Jurisdiction	TIRZ Participation level as % of Tax Rate
City of Alvarado Single-family Sub-Area	50%
City of Alvarado Sports Complex Sub-Area	50%

4.5. Estimated Bonded Indebtedness

It is anticipated that TIRZ bonds will be issued in the future.

It is proposed that approximately 188.62 acres comprising the Zone will be located within the PID. It is anticipated that PID Bonds or other similar debt obligations may be incurred in the future. Currently, there is no impact from the PID Bonds on the TIRZ Fund.

4.6. Estimated Time for Costs or Obligations

The Project Costs are estimated to be incurred upon development. The Administrative Costs will be incurred annually and will continue to be collected until all Project Costs are reimbursed or the term of the Zone has expired.

4.7. Method of Financing

The City, in the future, will pay (using the TIRZ funds) the Project Costs as annual TIRZ contributions. The Final Plan shall obligate the City to pay from the TIRZ Fund annual TIRZ contributions related to the Project Costs, which shall be reviewed and approved by the City. Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to pay or reimburse the Project Costs for each sub-area as described below.

Single-family Sub-Area

Forty percent (40%) of the fifty percent (50%) of the TIRZ Funds for the Single-family Sub-Area shall be deposited in to the Chambers Creek PID Account. Sixty percent (60%) of the fifty percent (50%) of the TIRZ Funds for the Single-family Sub-Area shall be deposited to the Sports Complex Account as shown in Table 4-D. Upon the full reimbursement of the Maximum TIRZ Sports Complex Reimbursement Amount, sixty percent (60%) of the fifty percent (50%) of the TIRZ Funds for the Single-family Sub-Area shall be available to the City.

Sports Complex Sub-Area

One hundred percent (100%) of the fifty percent (50%) of the TIRZ Funds for the Sports Complex Sub-Area shall be deposited to the Sports Complex Account as shown in Table 4-D.

Table 4-D
TIRZ Contribution by TIRZ Fund Account

Jurisdiction	TIRZ Participation Percentage	Total Projected Incremental Tax Revenue Available for payment of Project Costs
Chambers Creek PID Account[1]	20%	$19,617,136
Sports Complex Account[3]		
Single-family Sub-Area	30%	$24,998,011
Sports Complex Sub-Area	50%	$2,001,989
Subtotal Sports Complex Account		*$27,000,000*
Total		**$46,617,136**

[1]See Exhibit C-3.1.

[3]See Exhibit C-5.1. Upon payment of the Maximum Sports Complex Reimbursement Amount, one hundred percent (100%) of the tax increment collected will be retained by the City.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the respective governing body, and the TIRZ Fund shall only be used to pay the Project Costs. The Final Plan shall obligate the City to deposit into each sub-account of the TIRZ Fund each year for the duration of the Zone a portion of the Tax Increment calculated as a millage rate per $100 of captured appraised value in each sub-area of the Zone that equals fifty percent **(50%)** of the City tax rate for properties in each sub-area of the Zone for years one through thirty-six (1-36).

4.8. Total Appraised Value

Single-family Sub-Area

The current preliminary total appraised value of taxable real property in the Single-family Sub-Area of the Zone is $0.00, as shown in **Exhibit G**. It is estimated that upon expiration of the term of the Zone, the total appraised value of taxable real property in the Single-family Sub-Area of the Zone is estimated to be $487,227,092.

Sports Complex Sub-Area

The current preliminary total appraised value of taxable real property in the Sports Complex Sub-Area of the Zone is $12,768, as shown in **Exhibit G**. It is estimated that upon expiration of the term of the Sports Complex Sub-Area of the Zone, the total appraised value of taxable real property in the Zone is estimated to be $23,560,699.

4.9. Estimated Captured Appraised Value Taxable by the City and the County

The captured appraised value of the Property taxable by the City for a year is the total taxable value of the Property for that year less the tax increment base of the Property. The tax increment base of the Property is the total taxable value of the Property for the year in which the Zone was designated. If the Zone is created during calendar year 2026, the tax increment base of the Property

in the Single-family Sub-Area will be $0.00, and the tax increment base of the Property in the Sports Complex Sub-Area will be $12,768 as shown in **Exhibit G**.

4.10. DURATION OF THE ZONE; TERMINATION

The stated term of the Zone shall be thirty-six (36) years and the base year is January 1, 2026, and shall continue until fiscal year ending December 31, 2062 (with final year's tax to be deposited by January 31, 2063), unless otherwise terminated in accordance with this section, the Creation Ordinance, and Section 4.3 above. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the Project Costs have been paid. If upon expiration of the stated term of the Zone, Project Costs have not been paid, the City has no obligation to pay the shortfall. The provisions of this section shall be included in the ordinance that creates the Zone. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

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5. ASSUMPTION AND LIMITATIONS

The valuation of property for real property tax purposes is determined by the county appraisal district (CAD). This plan attempts to estimate how the CAD may estimate the value of the subject properties in the future. The values estimated by the CAD will almost certainly differ from the estimates included in this report. Values can change significantly over time, and these changes can be significantly higher or lower than values in previous years. Determining property values for tax purposes is not as straight forward or as simple as the analysis in this report. Many factors not considered in this report may impact actual future values. Furthermore, property values are not likely to be consistent from year to year.

The CAD often relies on market data to estimate the value of property. Property values can be appealed, competition can be greater, national or local market conditions can change; in short, there are many factors that can affect the valuation of property. These factors make the projection of future values an imprecise exercise. The successful development of the subject properties is critical to the values estimated in the report.

This report has assumed property taxes are paid as due. This report does not include an analysis to determine if the owners of property within the Zone will be able or willing to pay property taxes or if the tax collector will be able to collect unpaid taxes. The actual delinquencies in the payment of real property taxes in the Zone will likely be different than assumed in this report and a significant increase in the failure to pay property taxes would materially affect the tax increment revenues available for the payment of Project Costs.

This report estimates future tax increment revenues based on current real property tax rates. Scenarios do not assume real property tax rates in the future will be different than tax rates for fiscal year 2026 as shown in Table 2-D. Real property tax rates have varied over the years and have declined over the years. Real property tax rates will likely vary significantly in future years and be different than assumed in this report and a significant decrease in real property tax rates could materially affect the tax increment revenues available for the payment of Project Costs.

This report includes projections of tax increment revenues based on two percent (2%) annual appreciation for real property. Changes in values will not be consistent from year to year. Future values are estimated based on values in 2025. Values in any future year may be less than values in 2025.

This report assumes that the subject properties will be developed as projected in this report. A delay in the development of properties or changes to the program of development would reduce tax increment revenues during the years of the delay and could result in there being inadequate tax increment revenues to pay the Project Costs. No analysis has been conducted to determine if the subject properties are likely to be developed as projected.

Numerous sources of information were relied on in the preparation of this report. These sources are believed to be reliable; however, no effort has been made to verify information obtained from other sources.

In summary, this report necessarily incorporates numerous estimates and assumptions with respect to property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions will inevitably not materialize, and unanticipated events and circumstance will occur. As a result, actual results will vary from the estimates in this report and the variations may be material.

Other assumptions made in the preparation of this report and limiting conditions to this report are as follows:

1. There are no zoning, building, safety, environmental or other federal, state, or local laws, regulations, or codes that would prohibit or impair the development, marketing or operation of the subject properties in the manner contemplated in this report, and the subject properties will be developed, marketed and operated in compliance with all applicable laws, regulations, and codes.

2. No material changes will occur in (a) any federal, state or local law, regulation or code affecting the subject properties or (b) any federal, state or local grant, financing or other program to be utilized in connection with the subject properties.

3. The local, national and international economies will not deteriorate and there will be no significant changes in interest rates or in rates of inflation or deflation.

4. The subject properties will be served by adequate transportation, utilities and governmental facilities.

5. The subject properties will not be subjected to any war, energy crises, embargo, strike, earthquake, flood, fire or other casualty or act of God.

6. The subject properties will be developed, marketed, and operated in a highly professional manner.

7. There are no existing, impending or threatened litigation that could hinder the development, marketing, or operation of the subject properties.

8. MuniCap, Inc. does not have expertise in and has no responsibility for legal, environmental, architectural, geologic, engineering, and other matters related to the development and operation of the subject properties.

6. LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

Exhibit A Current Map of the Property and TIRZ Zone
- Exhibit A-1 Current Map of the Property and TIRZ Zone
- Exhibit A-2 Current Map of the Single-family Sub-Area
- Exhibit A-3 Current Map of the Sports Complex Sub-Area

Exhibit B Metes and Bounds of Property in the Zone
- Exhibit B-1 Metes and Bounds of Property in the Zone
- Exhibit B-2 Metes and Bounds of the Single-family Sub-Area
- Exhibit B-3 Metes and Bounds of the Sports Complex Sub-Area

Exhibit C Projected Absorption, Incremental Assessed Values and Incremental Real Property Taxes
- Exhibit C-1.1 Projected Absorption – Single-family Sub-Area
- Exhibit C-1.2 Projected Absorption – Sports Complex Sub-Area
- Exhibit C-2.1 Projected Assessed Value – Single-family Sub-Area
- Exhibit C-2.2 Projected Assessed Value – Sports Complex Sub-Area
- Exhibit C-3.1 Projected Incremental Assessed Values and Incremental Real Property Taxes Available for PID Offset – Single-family Sub-Area City of Alvarado
- Exhibit C-3.2 Projected Incremental Assessed Values and Incremental Real Property Taxes Available for TIRZ Obligations – Single-family Sub-Area City of Alvarado
- Exhibit C-3.3 Projected Incremental Assessed Values and Incremental Real Property Taxes Available for TIRZ Obligations – Sports Complex Sub-Area City of Alvarado
- Exhibit C-4.1 Projected Incremental Assessed Values and Incremental Real Property Taxes Available to the City – Single-family Sub-Area City of Alvarado
- Exhibit C-4.2 Projected Incremental Assessed Values and Incremental Real Property Taxes Available to the City – Sports Complex Sub-Area City of Alvarado
- Exhibit C-5.1 Projected Incremental Assessed Values and Incremental Real Property Taxes Available for TIRZ Obligations Sports Complex Sub-Area – Total Summary
- Exhibit C-5.2 Projected Incremental Assessed Values and Incremental Real Property Taxes Available to the City – Total Summary

Exhibit D Map and Description of the Proposed Uses of the Property (current concept plan)

Exhibit E Project Costs

Exhibit F Map of the Public Improvements

Exhibit G Current Appraised Value of the Zone (Base Year)

EXHIBIT A
CURRENT MAP OF THE PROPERTY AND TIRZ ZONE

Exhibit A-1
Current Map of the Property and TIRZ Zone

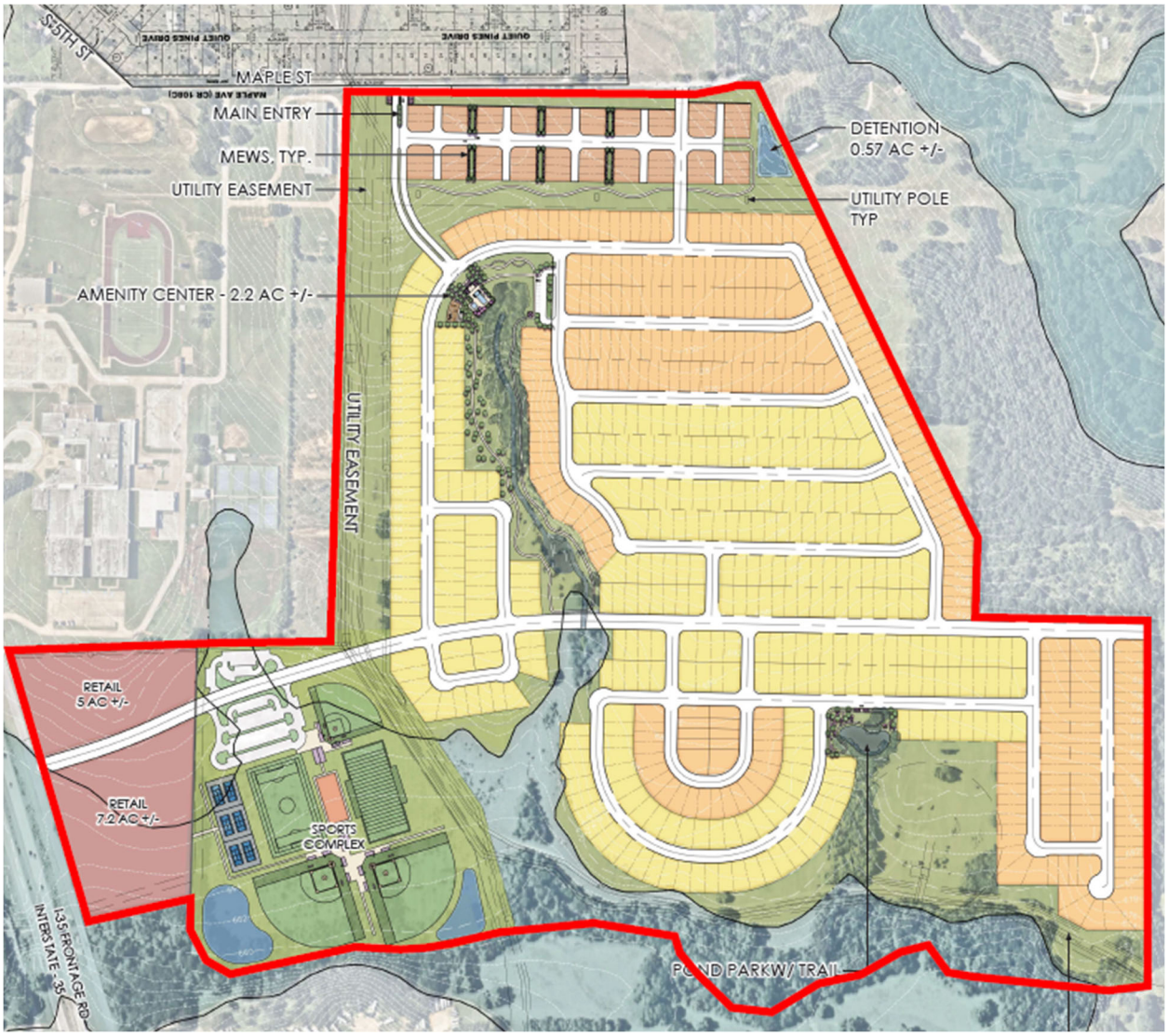


Exhibit A-2
Current Map of the Single-family Sub-Area

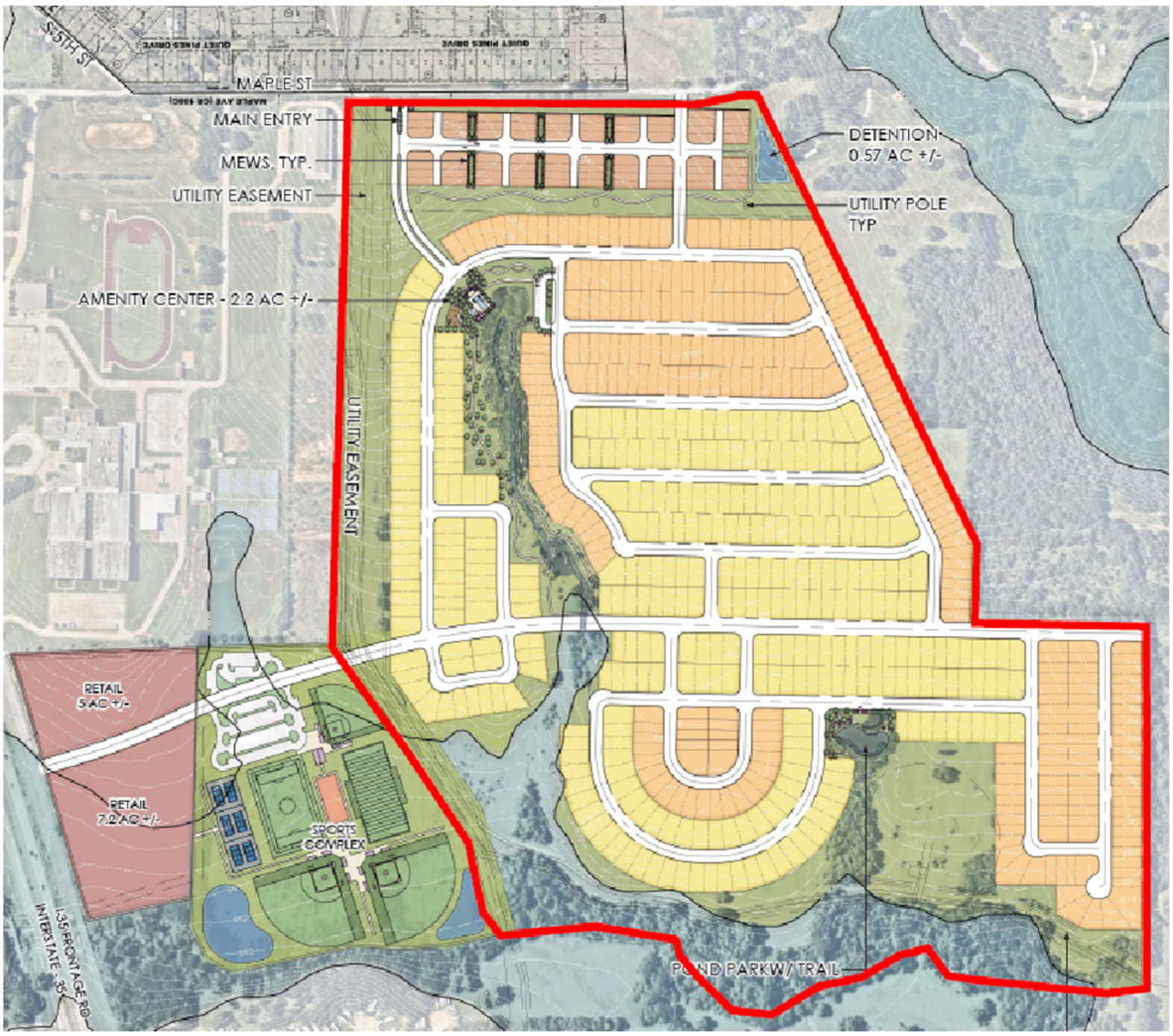


Exhibit A-3
Current Map of the Sports Complex Sub-Area

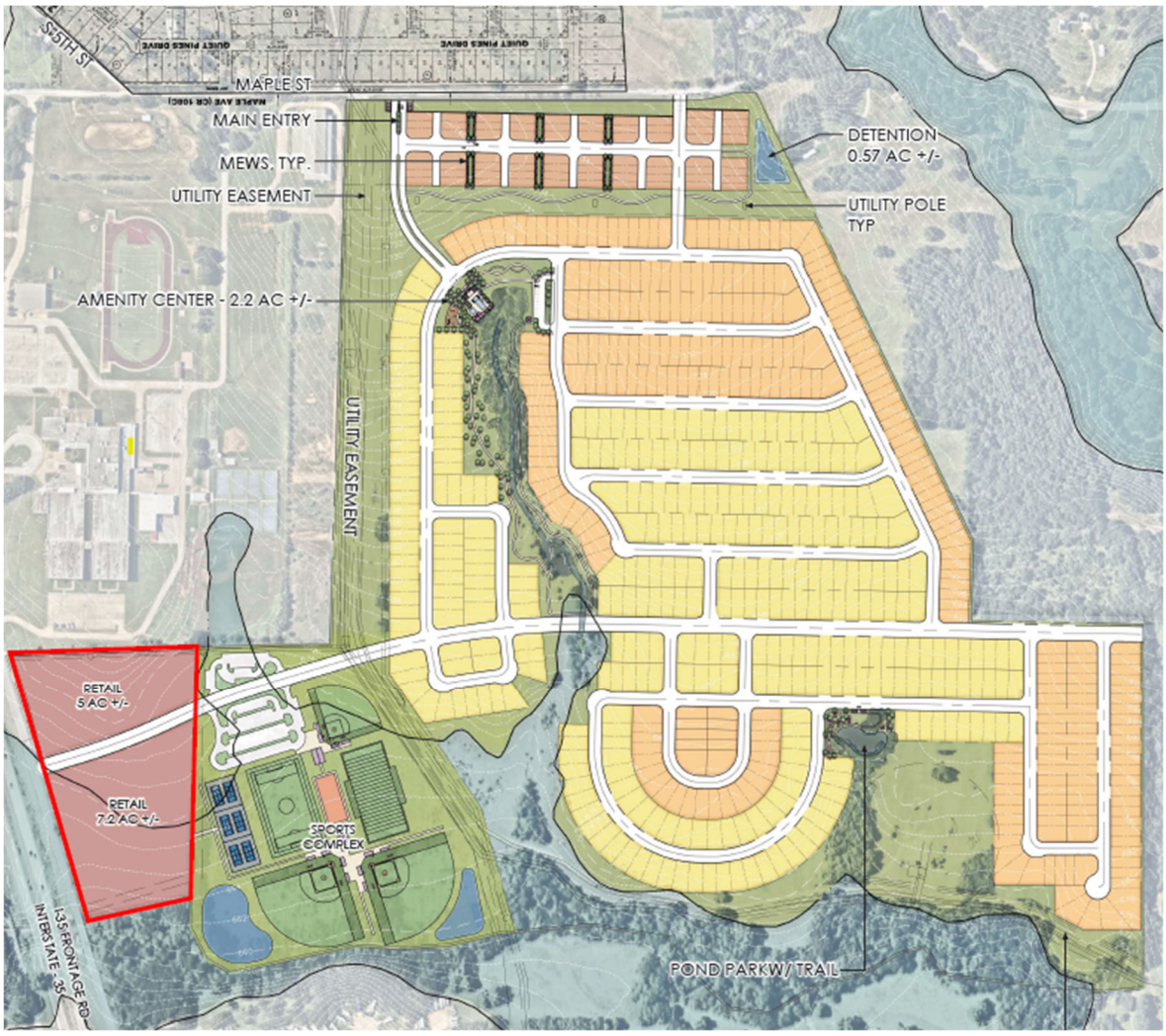


EXHIBIT B
METES AND BOUNDS OF THE PROPERTY

EXHIBIT A-1

Parcel 1 (Residential Tract) – Metes and Bounds Description

Beginning at a mag nail with washer set stamped “MANHARD CONSULTING” at the northernmost northwest corner;
THENCE North 89°45'44” East, a distance of 1,669.99 feet to a yellow capped 5/8” iron rod set stamped “MANHARD CONSULTING”;
THENCE North 62°48'30” East, continuing along said line, a distance of 147.84 feet to a mag nail with washer set stamped “MANHARD CONSULTING” at the northeast corner;
THENCE South 25°14'01” East, along the common line, a distance of 2,002.48 feet to a 1/2” iron rod found;
THENCE South 01°37'36” West, a distance of 314.22 feet to a found fence post;
THENCE South 89°01'16” East, a distance of 676.85 feet to a found 1/2" iron rod;
THENCE South 00°12'15” East, a distance of 1,428.77 feet to a 1/2" iron rod found at the southeast corner;
THENCE South 82°22'29” West, a distance of 160.00 feet to a capped 5/8" iron rod found stamped "RPLS 4838";
THENCE North 84°13'06” West, 557.60 feet;
THENCE North 78°11'06” West, 75.80 feet;
THENCE North 36°28'06” West, 127.40 feet;
THENCE South 75°02'54” West, 101.10 feet;
THENCE South 60°58'54” West, 175.40 feet;
THENCE South 77°47'51” West, 175.00 feet;
THENCE South 56°30'54” West, 172.60 feet;
THENCE North 86°37'06” West, 202.00 feet;
THENCE North 55°59'06” West, 54.80 feet;
THENCE North 45°42'06” West, 143.80 feet;
THENCE North 35°43'06” West, 100.00 feet;
THENCE North 21°54'06” West, 58.20 feet;
THENCE North 78°48'06” West, 186.90 feet;
THENCE North 80°49'06” West, 120.90 feet;
THENCE South 84°37'54” West, 367.50 feet;
THENCE North 76°51'54” East, 22.35 feet;
THENCE North 12°47'36” West, 333.88 feet;
THENCE North 33°45'46” West, 978.77 feet;
THENCE North 89°48'52” East, 1.29 feet;
THENCE North 01°00'47” East, 2,128.25 feet;
THENCE South 89°49'45” West, 199.77 feet;
THENCE North 01°10'12” East, 20.88 feet to the **POINT OF BEGINNING**.
CONTAINING ±188.50 acres of land.

Parcel 2 (Sports Complex) – Metes and Bounds Description

Commencing at a mag nail with washer set stamped "MANHARD CONSULTING" at the northernmost northwest corner;
THENCE South 01°10'12" West, 20.88 feet;
THENCE North 89°49'45" East, 199.77 feet;
THENCE South 01°00'47" West, 2128.25 feet;
THENCE South 89°48'52" West, 1.29 feet to the **POINT OF BEGINNING**;
THENCE North 33°45'46" West, 978.77 feet;
THENCE North 12°47'36" West, 333.88 feet;
THENCE South 76°51'54" West, 180.65 feet;
THENCE South 85°21'54" West, 200.10 feet;
THENCE North 86°16'06" West, 178.50 feet;
THENCE South 75°39'54" West, 300.00 feet;
THENCE South 79°27'54" West, 200.60 feet;
THENCE North 60°35'35" West, 113.10 feet;
THENCE North 26°54'15" West, 139.50 feet;
THENCE North 01°04'35" East, 113.85 feet;
THENCE North 01°15'43" West, 989.34 feet;
THENCE North 88°03'11" East, 362.87 feet;
THENCE North 89°48'52" East, 198.54 feet to the **POINT OF BEGINNING**.
CONTAINING ±26.41 acres of land.

Parcel 3 (Commercial) – Metes and Bounds Description

Commencing at a mag nail with washer set stamped “MANHARD CONSULTING” at the northernmost northwest corner;
THENCE South 01°10'12” West, 20.88 feet;
THENCE North 89°49'45” East, 199.77 feet;
THENCE South 01°00'47” West, 2128.25 feet;
THENCE South 89°48'52” West, 1.29 feet;
THENCE South 89°48'52” West, 198.54 feet;
THENCE South 88°03'11” West, 362.87 feet to the **POINT OF BEGINNING**;
THENCE North 01°15'43” West, 989.34 feet;
THENCE South 77°34'21” West, 401.58 feet;
THENCE North 16°34'19” West, 824.58 feet;
THENCE along a curve to the left, having a radius of 5,904.58 feet, a delta of 02°38'45”, an arc length of 272.67 feet, and whose long chord bears North 17°50'20” West, 272.65 feet to a capped 5/8” iron rod found stamped "RPLS 4838";
THENCE North 87°59'41” East, 733.11 feet to the **POINT OF BEGINNING**.
CONTAINING ±13.29 acres of land.

EXHIBIT A-2

Parcel 1 (Residential Tract) – Metes and Bounds Description

Beginning at a mag nail with washer set stamped “MANHARD CONSULTING” at the northernmost northwest corner;
THENCE North 89°45'44” East, a distance of 1,669.99 feet to a yellow capped 5/8” iron rod set stamped “MANHARD CONSULTING”;
THENCE North 62°48'30” East, continuing along said line, a distance of 147.84 feet to a mag nail with washer set stamped “MANHARD CONSULTING” at the northeast corner;
THENCE South 25°14'01” East, along the common line, a distance of 2,002.48 feet to a 1/2” iron rod found;
THENCE South 01°37'36” West, a distance of 314.22 feet to a found fence post;
THENCE South 89°01'16” East, a distance of 676.85 feet to a found 1/2" iron rod;
THENCE South 00°12'15” East, a distance of 1,428.77 feet to a 1/2" iron rod found at the southeast corner;
THENCE South 82°22'29” West, a distance of 160.00 feet to a capped 5/8" iron rod found stamped "RPLS 4838";
THENCE North 84°13'06” West, 557.60 feet;
THENCE North 78°11'06” West, 75.80 feet;
THENCE North 36°28'06” West, 127.40 feet;
THENCE South 75°02'54” West, 101.10 feet;
THENCE South 60°58'54” West, 175.40 feet;
THENCE South 77°47'51” West, 175.00 feet;
THENCE South 56°30'54” West, 172.60 feet;
THENCE North 86°37'06” West, 202.00 feet;
THENCE North 55°59'06” West, 54.80 feet;
THENCE North 45°42'06” West, 143.80 feet;
THENCE North 35°43'06” West, 100.00 feet;
THENCE North 21°54'06” West, 58.20 feet;
THENCE North 78°48'06” West, 186.90 feet;
THENCE North 80°49'06” West, 120.90 feet;
THENCE South 84°37'54” West, 367.50 feet;
THENCE North 76°51'54” East, 22.35 feet;
THENCE North 12°47'36” West, 333.88 feet;
THENCE North 33°45'46” West, 978.77 feet;
THENCE North 89°48'52” East, 1.29 feet;
THENCE North 01°00'47” East, 2,128.25 feet;
THENCE South 89°49'45” West, 199.77 feet;
THENCE North 01°10'12” East, 20.88 feet to the **POINT OF BEGINNING**.
CONTAINING ±188.50 acres of land.

EXHIBIT A-3

Parcel 3 (Commercial) – Metes and Bounds Description

Commencing at a mag nail with washer set stamped “MANHARD CONSULTING” at the northernmost northwest corner;
THENCE South 01°10'12” West, 20.88 feet;
THENCE North 89°49'45” East, 199.77 feet;
THENCE South 01°00'47” West, 2128.25 feet;
THENCE South 89°48'52” West, 1.29 feet;
THENCE South 89°48'52” West, 198.54 feet;
THENCE South 88°03'11” West, 362.87 feet to the **POINT OF BEGINNING**;
THENCE North 01°15'43” West, 989.34 feet;
THENCE South 77°34'21” West, 401.58 feet;
THENCE North 16°34'19” West, 824.58 feet;
THENCE along a curve to the left, having a radius of 5,904.58 feet, a delta of 02°38'45”, an arc length of 272.67 feet, and whose long chord bears North 17°50'20” West, 272.65 feet to a capped 5/8” iron rod found stamped "RPLS 4838";
THENCE North 87°59'41” East, 733.11 feet to the **POINT OF BEGINNING**.
CONTAINING ±13.29 acres of land.

EXHIBIT C
PROJECTED ABSORPTION, INCREMENTAL ASSESSED VALUES AND INCREMENTAL REAL PROPERTY TAXES

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-1.1: Projected Absorption - Single-family Sub-Area[1]

Development Year Ending	Assessed As Of[2]	Single Family - 50' Lot		Single Family - 40' Lot		Single Family - 29' Lot	
		Units	Cumulative	Units	Cumulative	Units	Cumulative
1-Dec-26	1-Jan-27	0	0	0	0	0	0
1-Dec-27	1-Jan-28	73	73	32	32	75	75
1-Dec-28	1-Jan-29	121	194	54	86	0	75
1-Dec-29	1-Jan-30	0	194	0	86	0	75
1-Dec-30	1-Jan-31	66	260	120	206	0	75
1-Dec-31	1-Jan-32	76	336	96	302	0	75
1-Dec-32	1-Jan-33	0	336	0	302	0	75
1-Dec-33	1-Jan-34	0	336	0	302	0	75
1-Dec-34	1-Jan-35	0	336	0	302	0	75
1-Dec-35	1-Jan-36	0	336	0	302	0	75
1-Dec-36	1-Jan-37	0	336	0	302	0	75
1-Dec-37	1-Jan-38	0	336	0	302	0	75
1-Dec-38	1-Jan-39	0	336	0	302	0	75
1-Dec-39	1-Jan-40	0	336	0	302	0	75
1-Dec-40	1-Jan-41	0	336	0	302	0	75
1-Dec-41	1-Jan-42	0	336	0	302	0	75
1-Dec-42	1-Jan-43	0	336	0	302	0	75
1-Dec-43	1-Jan-44	0	336	0	302	0	75
1-Dec-44	1-Jan-45	0	336	0	302	0	75
1-Dec-45	1-Jan-46	0	336	0	302	0	75
1-Dec-46	1-Jan-47	0	336	0	302	0	75
1-Dec-47	1-Jan-48	0	336	0	302	0	75
1-Dec-48	1-Jan-49	0	336	0	302	0	75
1-Dec-49	1-Jan-50	0	336	0	302	0	75
1-Dec-50	1-Jan-51	0	336	0	302	0	75
1-Dec-51	1-Jan-52	0	336	0	302	0	75
1-Dec-52	1-Jan-53	0	336	0	302	0	75
1-Dec-53	1-Jan-54	0	336	0	302	0	75
1-Dec-54	1-Jan-55	0	336	0	302	0	75
1-Dec-55	1-Jan-56	0	336	0	302	0	75
1-Dec-56	1-Jan-57	0	336	0	302	0	75
1-Dec-57	1-Jan-58	0	336	0	302	0	75
1-Dec-58	1-Jan-59	0	336	0	302	0	75
1-Dec-59	1-Jan-60	0	336	0	302	0	75
1-Dec-60	1-Jan-61	0	336	0	302	0	75
1-Dec-61	1-Jan-62	0	336	0	302	0	75
1-Dec-62	1-Jan-63	0	336	0	302	0	75
Total		336		302		75	

MuniCap, Inc. es/ALLSTAFF/TEXAS/texas/Alvarado/Chamber Creek/TIRZ/[Chambers Creek - TIRZ Projections v4.0.xlsx]Exhibit C-1.1
1-May-26

[1]Provided by Developer.

[2]According to the Johnson County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-1.2: Projected Absorption - Sports Complex Sub-Area[1]

Development Year Ending	Assessed As Of[2]	Commercial	
		Units	Cumulative
1-Dec-26	1-Jan-27	0	0
1-Dec-27	1-Jan-28	0	0
1-Dec-28	1-Jan-29	35,000	35,000
1-Dec-29	1-Jan-30	35,000	70,000
1-Dec-30	1-Jan-31	35,000	105,000
1-Dec-31	1-Jan-32	0	105,000
1-Dec-32	1-Jan-33	0	105,000
1-Dec-33	1-Jan-34	0	105,000
1-Dec-34	1-Jan-35	0	105,000
1-Dec-35	1-Jan-36	0	105,000
1-Dec-36	1-Jan-37	0	105,000
1-Dec-37	1-Jan-38	0	105,000
1-Dec-38	1-Jan-39	0	105,000
1-Dec-39	1-Jan-40	0	105,000
1-Dec-40	1-Jan-41	0	105,000
1-Dec-41	1-Jan-42	0	105,000
1-Dec-42	1-Jan-43	0	105,000
1-Dec-43	1-Jan-44	0	105,000
1-Dec-44	1-Jan-45	0	105,000
1-Dec-45	1-Jan-46	0	105,000
1-Dec-46	1-Jan-47	0	105,000
1-Dec-47	1-Jan-48	0	105,000
1-Dec-48	1-Jan-49	0	105,000
1-Dec-49	1-Jan-50	0	105,000
1-Dec-50	1-Jan-51	0	105,000
1-Dec-51	1-Jan-52	0	105,000
1-Dec-52	1-Jan-53	0	105,000
1-Dec-53	1-Jan-54	0	105,000
1-Dec-54	1-Jan-55	0	105,000
1-Dec-55	1-Jan-56	0	105,000
1-Dec-56	1-Jan-57	0	105,000
1-Dec-57	1-Jan-58	0	105,000
1-Dec-58	1-Jan-59	0	105,000
1-Dec-59	1-Jan-60	0	105,000
1-Dec-60	1-Jan-61	0	105,000
1-Dec-61	1-Jan-62	0	105,000
1-Dec-62	1-Jan-63	0	105,000
Total		105,000	

MuniCap, Inc. *ɔek/TIRZ/[Chambers Creek - TIRZ Projections v4.0.xlsx]Exhibit C-1.2*
1-May-26

[1]Provided by Developer.

[2]According to the Johnson County Appraisal District property is assessed as of January 1 annually. During construction, the assessed value represents the portion of the building completed as of January 1. Assumes no assessed value during construction.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-2.1: Projected Assessed Value - Single-family Sub-Area

Development Year Ending	Assessed As Of[2]	2.0% Inflation Factor[2]	Single Family - 50' Lot Units[3]	Value Per Unit[4]	Projected Assessed Value	Single Family - 40' Lot Units[3]	Value Per GSF[4]	Projected Assessed Value	Single Family - 29' Lot Units[3]	Value Per GSF[4]	Projected Assessed Value	Total Projected Assessed Value
1-Dec-26	1-Jan-27	100%	0	$350,000	$0	0	$325,000	$0	0	$308,000	$0	$0
1-Dec-27	1-Jan-28	102%	73	$357,000	$26,061,000	32	$331,500	$10,608,000	75	$314,160	$23,562,000	$60,231,000
1-Dec-28	1-Jan-29	104%	194	$364,140	$70,643,160	86	$338,130	$29,079,180	75	$320,443	$24,033,240	$123,755,580
1-Dec-29	1-Jan-30	106%	194	$371,423	$72,056,023	86	$344,893	$29,660,764	75	$326,852	$24,513,905	$126,230,692
1-Dec-30	1-Jan-31	108%	260	$378,851	$98,501,327	206	$351,790	$72,468,833	75	$333,389	$25,004,183	$195,974,343
1-Dec-31	1-Jan-32	110%	336	$386,428	$129,839,902	302	$358,826	$108,365,531	75	$340,057	$25,504,267	$263,709,700
1-Dec-32	1-Jan-33	113%	336	$394,157	$132,436,701	302	$366,003	$110,532,841	75	$346,858	$26,014,352	$268,983,894
1-Dec-33	1-Jan-34	115%	336	$402,040	$135,085,435	302	$373,323	$112,743,498	75	$353,795	$26,534,639	$274,363,572
1-Dec-34	1-Jan-35	117%	336	$410,081	$137,787,143	302	$380,789	$114,998,368	75	$360,871	$27,065,332	$279,850,843
1-Dec-35	1-Jan-36	120%	336	$418,282	$140,542,886	302	$388,405	$117,298,336	75	$368,089	$27,606,638	$285,447,860
1-Dec-36	1-Jan-37	122%	336	$426,648	$143,353,744	302	$396,173	$119,644,302	75	$375,450	$28,158,771	$291,156,817
1-Dec-37	1-Jan-38	124%	336	$435,181	$146,220,819	302	$404,097	$122,037,188	75	$382,959	$28,721,947	$296,979,954
1-Dec-38	1-Jan-39	127%	336	$443,885	$149,145,235	302	$412,179	$124,477,932	75	$390,618	$29,296,385	$302,919,553
1-Dec-39	1-Jan-40	129%	336	$452,762	$152,128,140	302	$420,422	$126,967,491	75	$398,431	$29,882,313	$308,977,944
1-Dec-40	1-Jan-41	132%	336	$461,818	$155,170,703	302	$428,831	$129,506,841	75	$406,399	$30,479,959	$315,157,503
1-Dec-41	1-Jan-42	135%	336	$471,054	$158,274,117	302	$437,407	$132,096,977	75	$414,527	$31,089,559	$321,460,653
1-Dec-42	1-Jan-43	137%	336	$480,475	$161,439,599	302	$446,155	$134,738,917	75	$422,818	$31,711,350	$327,889,866
1-Dec-43	1-Jan-44	140%	336	$490,084	$164,668,391	302	$455,078	$137,433,695	75	$431,274	$32,345,577	$334,447,663
1-Dec-44	1-Jan-45	143%	336	$499,886	$167,961,759	302	$464,180	$140,182,369	75	$439,900	$32,992,488	$341,136,616
1-Dec-45	1-Jan-46	146%	336	$509,884	$171,320,994	302	$473,464	$142,986,017	75	$448,698	$33,652,338	$347,959,349
1-Dec-46	1-Jan-47	149%	336	$520,082	$174,747,414	302	$482,933	$145,845,737	75	$457,672	$34,325,385	$354,918,536
1-Dec-47	1-Jan-48	152%	336	$530,483	$178,242,362	302	$492,592	$148,762,652	75	$466,825	$35,011,893	$362,016,906
1-Dec-48	1-Jan-49	155%	336	$541,093	$181,807,209	302	$502,443	$151,737,905	75	$476,162	$35,712,130	$369,257,244
1-Dec-49	1-Jan-50	158%	336	$551,915	$185,443,353	302	$512,492	$154,772,663	75	$485,685	$36,426,373	$376,642,389
1-Dec-50	1-Jan-51	161%	336	$562,953	$189,152,221	302	$522,742	$157,868,116	75	$495,399	$37,154,900	$384,175,237
1-Dec-51	1-Jan-52	164%	336	$574,212	$192,935,265	302	$533,197	$161,025,478	75	$505,307	$37,897,998	$391,858,742
1-Dec-52	1-Jan-53	167%	336	$585,696	$196,793,970	302	$543,861	$164,245,988	75	$515,413	$38,655,958	$399,695,917
1-Dec-53	1-Jan-54	171%	336	$597,410	$200,729,850	302	$554,738	$167,530,908	75	$525,721	$39,429,078	$407,689,835
1-Dec-54	1-Jan-55	174%	336	$609,358	$204,744,447	302	$565,833	$170,881,526	75	$536,235	$40,217,659	$415,843,632
1-Dec-55	1-Jan-56	178%	336	$621,546	$208,839,336	302	$577,150	$174,299,156	75	$546,960	$41,022,012	$424,160,504
1-Dec-56	1-Jan-57	181%	336	$633,977	$213,016,122	302	$588,693	$177,785,139	75	$557,899	$41,842,453	$432,643,714
1-Dec-57	1-Jan-58	185%	336	$646,656	$217,276,445	302	$600,466	$181,340,842	75	$569,057	$42,679,302	$441,296,589
1-Dec-58	1-Jan-59	188%	336	$659,589	$221,621,974	302	$612,476	$184,967,659	75	$580,439	$43,532,888	$450,122,520
1-Dec-59	1-Jan-60	192%	336	$672,781	$226,054,413	302	$624,725	$188,667,012	75	$592,047	$44,403,545	$459,124,971
1-Dec-60	1-Jan-61	196%	336	$686,237	$230,575,501	302	$637,220	$192,440,353	75	$603,888	$45,291,616	$468,307,470
1-Dec-61	1-Jan-62	200%	336	$699,961	$235,187,011	302	$649,964	$196,289,160	75	$615,966	$46,197,449	$477,673,620
1-Dec-62	1-Jan-63	204%	336	$713,961	$239,890,752	302	$662,963	$200,214,943	75	$628,285	$47,121,398	$487,227,092

[1]According to the Johnson County Appraisal District, real property taxes are due without penalty as of January 31st in the year following the year in which property is assessed.
[2]Assumes an annual inflation factor of 2% based on a 4 year CAGR.
[3]See Exhibit C-1.1.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-2.2: Projected Assessed Value - Sports Complex Sub-Area

Development Year Ending	Assessed As Of[2]	2.0% Inflation Factor[2]	Commercial Units[3]	Commercial Value Per Unit[4]	Commercial Projected Assessed Value	Total Projected Assessed Value
1-Dec-26	1-Jan-27	100%	0	$110	$0	$0
1-Dec-27	1-Jan-28	102%	0	$112	$0	$0
1-Dec-28	1-Jan-29	104%	35,000	$114	$4,005,540	$4,005,540
1-Dec-29	1-Jan-30	106%	70,000	$117	$8,171,302	$8,171,302
1-Dec-30	1-Jan-31	108%	105,000	$119	$12,502,091	$12,502,091
1-Dec-31	1-Jan-32	110%	105,000	$121	$12,752,133	$12,752,133
1-Dec-32	1-Jan-33	113%	105,000	$124	$13,007,176	$13,007,176
1-Dec-33	1-Jan-34	115%	105,000	$126	$13,267,319	$13,267,319
1-Dec-34	1-Jan-35	117%	105,000	$129	$13,532,666	$13,532,666
1-Dec-35	1-Jan-36	120%	105,000	$131	$13,803,319	$13,803,319
1-Dec-36	1-Jan-37	122%	105,000	$134	$14,079,386	$14,079,386
1-Dec-37	1-Jan-38	124%	105,000	$137	$14,360,973	$14,360,973
1-Dec-38	1-Jan-39	127%	105,000	$140	$14,648,193	$14,648,193
1-Dec-39	1-Jan-40	129%	105,000	$142	$14,941,157	$14,941,157
1-Dec-40	1-Jan-41	132%	105,000	$145	$15,239,980	$15,239,980
1-Dec-41	1-Jan-42	135%	105,000	$148	$15,544,779	$15,544,779
1-Dec-42	1-Jan-43	137%	105,000	$151	$15,855,675	$15,855,675
1-Dec-43	1-Jan-44	140%	105,000	$154	$16,172,788	$16,172,788
1-Dec-44	1-Jan-45	143%	105,000	$157	$16,496,244	$16,496,244
1-Dec-45	1-Jan-46	146%	105,000	$160	$16,826,169	$16,826,169
1-Dec-46	1-Jan-47	149%	105,000	$163	$17,162,692	$17,162,692
1-Dec-47	1-Jan-48	152%	105,000	$167	$17,505,946	$17,505,946
1-Dec-48	1-Jan-49	155%	105,000	$170	$17,856,065	$17,856,065
1-Dec-49	1-Jan-50	158%	105,000	$173	$18,213,187	$18,213,187
1-Dec-50	1-Jan-51	161%	105,000	$177	$18,577,450	$18,577,450
1-Dec-51	1-Jan-52	164%	105,000	$180	$18,948,999	$18,948,999
1-Dec-52	1-Jan-53	167%	105,000	$184	$19,327,979	$19,327,979
1-Dec-53	1-Jan-54	171%	105,000	$188	$19,714,539	$19,714,539
1-Dec-54	1-Jan-55	174%	105,000	$192	$20,108,830	$20,108,830
1-Dec-55	1-Jan-56	178%	105,000	$195	$20,511,006	$20,511,006
1-Dec-56	1-Jan-57	181%	105,000	$199	$20,921,226	$20,921,226
1-Dec-57	1-Jan-58	185%	105,000	$203	$21,339,651	$21,339,651
1-Dec-58	1-Jan-59	188%	105,000	$207	$21,766,444	$21,766,444
1-Dec-59	1-Jan-60	192%	105,000	$211	$22,201,773	$22,201,773
1-Dec-60	1-Jan-61	196%	105,000	$216	$22,645,808	$22,645,808
1-Dec-61	1-Jan-62	200%	105,000	$220	$23,098,724	$23,098,724
1-Dec-62	1-Jan-63	204%	105,000	$224	$23,560,699	$23,560,699

[1]According to the Johnson County Appraisal District, real property taxes are due without penalty as of January 31st in the year following the year in which property is assessed.

[2]Assumes an annual inflation factor of 2% based on a 4 year CAGR..

[3]See Exhibit C-1.2.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-3.1: Projected Incremental Real Property Taxes Available for PID Offset - Single-family Sub-Area - City of Alvarado

Development Year Ending	Assessed As Of[2]	Inflation Factor[1]	Total Projected Assessed Value[2]	Base Value	Estimated Incremental Value	City of Alvarado Property Tax Rate (Per $100 A.V.)[3]	Total Incremental Tax Revenues	Percent Available for Offset[4]	Total Available Incremental Tax Revenue[5]
1-Dec-26	1-Jan-27	100%	$0	$0	$0	$0.806010	$0	20%	$0
1-Dec-27	1-Jan-28	102%	$60,231,000	$0	$60,231,000	$0.806010	$485,468	20%	$97,094
1-Dec-28	1-Jan-29	104%	$123,755,580	$0	$123,755,580	$0.806010	$997,482	20%	$199,496
1-Dec-29	1-Jan-30	106%	$126,230,692	$0	$126,230,692	$0.806010	$1,017,432	20%	$203,486
1-Dec-30	1-Jan-31	108%	$195,974,343	$0	$195,974,343	$0.806010	$1,579,573	20%	$315,915
1-Dec-31	1-Jan-32	110%	$263,709,700	$0	$263,709,700	$0.806010	$2,125,527	20%	$425,105
1-Dec-32	1-Jan-33	113%	$268,983,894	$0	$268,983,894	$0.806010	$2,168,037	20%	$433,607
1-Dec-33	1-Jan-34	115%	$274,363,572	$0	$274,363,572	$0.806010	$2,211,398	20%	$442,280
1-Dec-34	1-Jan-35	117%	$279,850,843	$0	$279,850,843	$0.806010	$2,255,626	20%	$451,125
1-Dec-35	1-Jan-36	120%	$285,447,860	$0	$285,447,860	$0.806010	$2,300,738	20%	$460,148
1-Dec-36	1-Jan-37	122%	$291,156,817	$0	$291,156,817	$0.806010	$2,346,753	20%	$469,351
1-Dec-37	1-Jan-38	124%	$296,979,954	$0	$296,979,954	$0.806010	$2,393,688	20%	$478,738
1-Dec-38	1-Jan-39	127%	$302,919,553	$0	$302,919,553	$0.806010	$2,441,562	20%	$488,312
1-Dec-39	1-Jan-40	129%	$308,977,944	$0	$308,977,944	$0.806010	$2,490,393	20%	$498,079
1-Dec-40	1-Jan-41	132%	$315,157,503	$0	$315,157,503	$0.806010	$2,540,201	20%	$508,040
1-Dec-41	1-Jan-42	135%	$321,460,653	$0	$321,460,653	$0.806010	$2,591,005	20%	$518,201
1-Dec-42	1-Jan-43	137%	$327,889,866	$0	$327,889,866	$0.806010	$2,642,825	20%	$528,565
1-Dec-43	1-Jan-44	140%	$334,447,663	$0	$334,447,663	$0.806010	$2,695,682	20%	$539,136
1-Dec-44	1-Jan-45	143%	$341,136,616	$0	$341,136,616	$0.806010	$2,749,595	20%	$549,919
1-Dec-45	1-Jan-46	146%	$347,959,349	$0	$347,959,349	$0.806010	$2,804,587	20%	$560,917
1-Dec-46	1-Jan-47	149%	$354,918,536	$0	$354,918,536	$0.806010	$2,860,679	20%	$572,136
1-Dec-47	1-Jan-48	152%	$362,016,906	$0	$362,016,906	$0.806010	$2,917,892	20%	$583,578
1-Dec-48	1-Jan-49	155%	$369,257,244	$0	$369,257,244	$0.806010	$2,976,250	20%	$595,250
1-Dec-49	1-Jan-50	158%	$376,642,389	$0	$376,642,389	$0.806010	$3,035,775	20%	$607,155
1-Dec-50	1-Jan-51	161%	$384,175,237	$0	$384,175,237	$0.806010	$3,096,491	20%	$619,298
1-Dec-51	1-Jan-52	164%	$391,858,742	$0	$391,858,742	$0.806010	$3,158,421	20%	$631,684
1-Dec-52	1-Jan-53	167%	$399,695,917	$0	$399,695,917	$0.806010	$3,221,589	20%	$644,318
1-Dec-53	1-Jan-54	171%	$407,689,835	$0	$407,689,835	$0.806010	$3,286,021	20%	$657,204
1-Dec-54	1-Jan-55	174%	$415,843,632	$0	$415,843,632	$0.806010	$3,351,741	20%	$670,348
1-Dec-55	1-Jan-56	178%	$424,160,504	$0	$424,160,504	$0.806010	$3,418,776	20%	$683,755
1-Dec-56	1-Jan-57	181%	$432,643,714	$0	$432,643,714	$0.806010	$3,487,152	20%	$697,430
1-Dec-57	1-Jan-58	185%	$441,296,589	$0	$441,296,589	$0.806010	$3,556,895	20%	$711,379
1-Dec-58	1-Jan-59	188%	$450,122,520	$0	$450,122,520	$0.806010	$3,628,033	20%	$725,607
1-Dec-59	1-Jan-60	192%	$459,124,971	$0	$459,124,971	$0.806010	$3,700,593	20%	$740,119
1-Dec-60	1-Jan-61	196%	$468,307,470	$0	$468,307,470	$0.806010	$3,774,605	20%	$754,921
1-Dec-61	1-Jan-62	200%	$477,673,620	$0	$477,673,620	$0.806010	$3,850,097	20%	$770,019
1-Dec-62	1-Jan-63	204%	$487,227,092	$0	$487,227,092	$0.806010	$3,927,099	20%	$785,420
Total							$98,085,681		$19,617,136

[1]Assumes an annual inflation factor of 2% based on a 4 year CAGR.

[2]See Exhibit C-2.1.

[3]Represents the City of Alvarado real property tax rate for tax year 2026. Source: Johnson County Tax Assessor-Collector.

[4]Assumes 20% of the pledged 50% incremental tax revenues are available for the offset of PID assessments.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-3.2: Projected Incremental Real Property Taxes Available for TIRZ Contributions- Single-family Sub-Area - City of Alvarado

Development Year Ending	Assessed As Of[2]	Inflation Factor[1]	Total Projected Assessed Value[2]	Base Value	Estimated Incremental Value	City of Alvarado Property Tax Rate (Per $100 A.V.)[3]	Total Incremental Tax Revenues	Percent Available for Project Costs[4]	Total Available Incremental Tax Revenue[5]
1-Dec-26	1-Jan-27	100%	$0	$0	$0	$0.806010	$0	30%	$0
1-Dec-27	1-Jan-28	102%	$60,231,000	$0	$60,231,000	$0.806010	$485,468	30%	$145,640
1-Dec-28	1-Jan-29	104%	$123,755,580	$0	$123,755,580	$0.806010	$997,482	30%	$299,245
1-Dec-29	1-Jan-30	106%	$126,230,692	$0	$126,230,692	$0.806010	$1,017,432	30%	$305,230
1-Dec-30	1-Jan-31	108%	$195,974,343	$0	$195,974,343	$0.806010	$1,579,573	30%	$473,872
1-Dec-31	1-Jan-32	110%	$263,709,700	$0	$263,709,700	$0.806010	$2,125,527	30%	$637,658
1-Dec-32	1-Jan-33	113%	$268,983,894	$0	$268,983,894	$0.806010	$2,168,037	30%	$650,411
1-Dec-33	1-Jan-34	115%	$274,363,572	$0	$274,363,572	$0.806010	$2,211,398	30%	$663,419
1-Dec-34	1-Jan-35	117%	$279,850,843	$0	$279,850,843	$0.806010	$2,255,626	30%	$676,688
1-Dec-35	1-Jan-36	120%	$285,447,860	$0	$285,447,860	$0.806010	$2,300,738	30%	$690,221
1-Dec-36	1-Jan-37	122%	$291,156,817	$0	$291,156,817	$0.806010	$2,346,753	30%	$704,026
1-Dec-37	1-Jan-38	124%	$296,979,954	$0	$296,979,954	$0.806010	$2,393,688	30%	$718,106
1-Dec-38	1-Jan-39	127%	$302,919,553	$0	$302,919,553	$0.806010	$2,441,562	30%	$732,469
1-Dec-39	1-Jan-40	129%	$308,977,944	$0	$308,977,944	$0.806010	$2,490,393	30%	$747,118
1-Dec-40	1-Jan-41	132%	$315,157,503	$0	$315,157,503	$0.806010	$2,540,201	30%	$762,060
1-Dec-41	1-Jan-42	135%	$321,460,653	$0	$321,460,653	$0.806010	$2,591,005	30%	$777,302
1-Dec-42	1-Jan-43	137%	$327,889,866	$0	$327,889,866	$0.806010	$2,642,825	30%	$792,848
1-Dec-43	1-Jan-44	140%	$334,447,663	$0	$334,447,663	$0.806010	$2,695,682	30%	$808,704
1-Dec-44	1-Jan-45	143%	$341,136,616	$0	$341,136,616	$0.806010	$2,749,595	30%	$824,879
1-Dec-45	1-Jan-46	146%	$347,959,349	$0	$347,959,349	$0.806010	$2,804,587	30%	$841,376
1-Dec-46	1-Jan-47	149%	$354,918,536	$0	$354,918,536	$0.806010	$2,860,679	30%	$858,204
1-Dec-47	1-Jan-48	152%	$362,016,906	$0	$362,016,906	$0.806010	$2,917,892	30%	$875,368
1-Dec-48	1-Jan-49	155%	$369,257,244	$0	$369,257,244	$0.806010	$2,976,250	30%	$892,875
1-Dec-49	1-Jan-50	158%	$376,642,389	$0	$376,642,389	$0.806010	$3,035,775	30%	$910,733
1-Dec-50	1-Jan-51	161%	$384,175,237	$0	$384,175,237	$0.806010	$3,096,491	30%	$928,947
1-Dec-51	1-Jan-52	164%	$391,858,742	$0	$391,858,742	$0.806010	$3,158,421	30%	$947,526
1-Dec-52	1-Jan-53	167%	$399,695,917	$0	$399,695,917	$0.806010	$3,221,589	30%	$966,477
1-Dec-53	1-Jan-54	171%	$407,689,835	$0	$407,689,835	$0.806010	$3,286,021	30%	$985,806
1-Dec-54	1-Jan-55	174%	$415,843,632	$0	$415,843,632	$0.806010	$3,351,741	30%	$1,005,522
1-Dec-55	1-Jan-56	178%	$424,160,504	$0	$424,160,504	$0.806010	$3,418,776	30%	$1,025,633
1-Dec-56	1-Jan-57	181%	$432,643,714	$0	$432,643,714	$0.806010	$3,487,152	30%	$1,046,145
1-Dec-57	1-Jan-58	185%	$441,296,589	$0	$441,296,589	$0.806010	$3,556,895	30%	$1,067,068
1-Dec-58	1-Jan-59	188%	$450,122,520	$0	$450,122,520	$0.806010	$3,628,033	30%	$1,088,410
1-Dec-59	1-Jan-60	192%	$459,124,971	$0	$459,124,971	$0.806010	$3,700,593	30%	$1,110,178
1-Dec-60	1-Jan-61	196%	$468,307,470	$0	$468,307,470	$0.806010	$3,774,605	30%	$1,132,382
1-Dec-61	1-Jan-62	200%	$477,673,620	$0	$477,673,620	$0.806010	$3,850,097	30%	$1,155,029
1-Dec-62	1-Jan-63	204%	$487,227,092	$0	$487,227,092	$0.806010	$3,927,099	30%	$1,178,130
Total							$98,085,681		$29,425,704

[1]Assumes an annual inflation factor of 2% based on a 4 year CAGR.

[2]See Exhibit C-2.1.

[3]Represents the City of Alvarado real property tax rate for tax year 2026. Source: Johnson County Tax Assessor-Collector.

[4]Assumes 30% of the pledged 50% incremental tax revenues are available for the payment of project costs of the Sports Complex Sub-Area.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhbiit C-3.2: Projected Incremental Real Property Taxes Available for TIRZ Contributions - Sports Complex Sub-Area - City of Alvarado

Development Year Ending	Assessed As Of[2]	Inflation Factor[1]	Total Projected Assessed Value[2]	Base Value	Estimated Incremental Value	City of Alvarado Property Tax Rate (Per $100 A.V.)[3]	Total Incremental Tax Revenues	Percent Available for Project Costs[4]	Total Available Incremental Tax Revenues
1-Dec-26	1-Jan-27	100%	$12,768	($12,768)	$0	$0.806010	$0	50%	$0
1-Dec-27	1-Jan-28	102%	$13,023	($12,768)	$255	$0.806010	$2	50%	$1
1-Dec-28	1-Jan-29	104%	$4,005,540	($12,768)	$3,992,772	$0.806010	$32,182	50%	$16,091
1-Dec-29	1-Jan-30	106%	$8,171,302	($12,768)	$8,158,534	$0.806010	$65,759	50%	$32,879
1-Dec-30	1-Jan-31	108%	$12,502,091	($12,768)	$12,489,323	$0.806010	$100,665	50%	$50,333
1-Dec-31	1-Jan-32	110%	$12,752,133	($12,768)	$12,739,365	$0.806010	$102,681	50%	$51,340
1-Dec-32	1-Jan-33	113%	$13,007,176	($12,768)	$12,994,408	$0.806010	$104,736	50%	$52,368
1-Dec-33	1-Jan-34	115%	$13,267,319	($12,768)	$13,254,551	$0.806010	$106,833	50%	$53,417
1-Dec-34	1-Jan-35	117%	$13,532,666	($12,768)	$13,519,898	$0.806010	$108,972	50%	$54,486
1-Dec-35	1-Jan-36	120%	$13,803,319	($12,768)	$13,790,551	$0.806010	$111,153	50%	$55,577
1-Dec-36	1-Jan-37	122%	$14,079,386	($12,768)	$14,066,618	$0.806010	$113,378	50%	$56,689
1-Dec-37	1-Jan-38	124%	$14,360,973	($12,768)	$14,348,205	$0.806010	$115,648	50%	$57,824
1-Dec-38	1-Jan-39	127%	$14,648,193	($12,768)	$14,635,425	$0.806010	$117,963	50%	$58,981
1-Dec-39	1-Jan-40	129%	$14,941,157	($12,768)	$14,928,389	$0.806010	$120,324	50%	$60,162
1-Dec-40	1-Jan-41	132%	$15,239,980	($12,768)	$15,227,212	$0.806010	$122,733	50%	$61,366
1-Dec-41	1-Jan-42	135%	$15,544,779	($12,768)	$15,532,011	$0.806010	$125,190	50%	$62,595
1-Dec-42	1-Jan-43	137%	$15,855,675	($12,768)	$15,842,907	$0.806010	$127,695	50%	$63,848
1-Dec-43	1-Jan-44	140%	$16,172,788	($12,768)	$16,160,020	$0.806010	$130,251	50%	$65,126
1-Dec-44	1-Jan-45	143%	$16,496,244	($12,768)	$16,483,476	$0.806010	$132,858	50%	$66,429
1-Dec-45	1-Jan-46	146%	$16,826,169	($12,768)	$16,813,401	$0.806010	$135,518	50%	$67,759
1-Dec-46	1-Jan-47	149%	$17,162,692	($12,768)	$17,149,924	$0.806010	$138,230	50%	$69,115
1-Dec-47	1-Jan-48	152%	$17,505,946	($12,768)	$17,493,178	$0.806010	$140,997	50%	$70,498
1-Dec-48	1-Jan-49	155%	$17,856,065	($12,768)	$17,843,297	$0.806010	$143,819	50%	$71,909
1-Dec-49	1-Jan-50	158%	$18,213,187	($12,768)	$18,200,419	$0.806010	$146,697	50%	$73,349
1-Dec-50	1-Jan-51	161%	$18,577,450	($12,768)	$18,564,682	$0.806010	$149,633	50%	$74,817
1-Dec-51	1-Jan-52	164%	$18,948,999	($12,768)	$18,936,231	$0.806010	$152,628	50%	$76,314
1-Dec-52	1-Jan-53	167%	$19,327,979	($12,768)	$19,315,211	$0.806010	$155,683	50%	$77,841
1-Dec-53	1-Jan-54	171%	$19,714,539	($12,768)	$19,701,771	$0.806010	$158,798	50%	$79,399
1-Dec-54	1-Jan-55	174%	$20,108,830	($12,768)	$20,096,062	$0.806010	$161,976	50%	$80,988
1-Dec-55	1-Jan-56	178%	$20,511,006	($12,768)	$20,498,238	$0.806010	$165,218	50%	$82,609
1-Dec-56	1-Jan-57	181%	$20,921,226	($12,768)	$20,908,458	$0.806010	$168,524	50%	$84,262
1-Dec-57	1-Jan-58	185%	$21,339,651	($12,768)	$21,326,883	$0.806010	$171,897	50%	$85,948
1-Dec-58	1-Jan-59	188%	$21,766,444	($12,768)	$21,753,676	$0.806010	$175,337	50%	$87,668
1-Dec-59	1-Jan-60	192%	$22,201,773	($12,768)	$22,189,005	$0.806010	$178,846	50%	$89,423
1-Dec-60	1-Jan-61	196%	$22,645,808	($12,768)	$22,633,040	$0.806010	$182,425	50%	$91,212
1-Dec-61	1-Jan-62	200%	$23,098,724	($12,768)	$23,085,956	$0.806010	$186,075	50%	$93,038
1-Dec-62	1-Jan-63	204%	$23,560,699	($12,768)	$23,547,931	$0.806010	$189,799	50%	$94,899
Total							$4,741,122		$2,370,561

MuniCap, Inc. *https://municap.sharepoint.com/sites/ALLSTAFF/TEXAS/texas/Alvarado/Chamber Creek/TIRZ/[Chambers Creek - TIRZ Projections v4.0.xlsx]Exhibit C-3.3*
1-May-26

[1]Assumes an annual inflation factor of 2% based on a 4 year CAGR of homes in the surrounding area.
[2]See Exhibit C-2.2.
[3]Represents the City of Bonham real property tax rate for tax year 2025. Source: Fannin County Tax Assessor-Collector.
[4]Assumes 50% of incremental tax revenues are available for the payment of Project Costs.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-4.1: Projected Incremental Real Property Taxes Available to the City - Single-family Sub-Area - City of Alvarado

Development Year Ending	Assessed As Of[2]	Inflation Factor[1]	Total Projected Assessed Value[2]	Base Value	Estimated Incremental Value	City of Alvarado Property Tax Rate (Per $100 A.V.)[3]	Total Incremental Tax Revenues	Percent Available to City	Total Available Incremental Tax Revenues
1-Dec-26	1-Jan-27	100%	$0	$0	$0	$0.806010	$0	50%	$0
1-Dec-27	1-Jan-28	102%	$60,231,000	$0	$60,231,000	$0.806010	$485,468	50%	$242,734
1-Dec-28	1-Jan-29	104%	$123,755,580	$0	$123,755,580	$0.806010	$997,482	50%	$498,741
1-Dec-29	1-Jan-30	106%	$126,230,692	$0	$126,230,692	$0.806010	$1,017,432	50%	$508,716
1-Dec-30	1-Jan-31	108%	$195,974,343	$0	$195,974,343	$0.806010	$1,579,573	50%	$789,786
1-Dec-31	1-Jan-32	110%	$263,709,700	$0	$263,709,700	$0.806010	$2,125,527	50%	$1,062,763
1-Dec-32	1-Jan-33	113%	$268,983,894	$0	$268,983,894	$0.806010	$2,168,037	50%	$1,084,019
1-Dec-33	1-Jan-34	115%	$274,363,572	$0	$274,363,572	$0.806010	$2,211,398	50%	$1,105,699
1-Dec-34	1-Jan-35	117%	$279,850,843	$0	$279,850,843	$0.806010	$2,255,626	50%	$1,127,813
1-Dec-35	1-Jan-36	120%	$285,447,860	$0	$285,447,860	$0.806010	$2,300,738	50%	$1,150,369
1-Dec-36	1-Jan-37	122%	$291,156,817	$0	$291,156,817	$0.806010	$2,346,753	50%	$1,173,377
1-Dec-37	1-Jan-38	124%	$296,979,954	$0	$296,979,954	$0.806010	$2,393,688	50%	$1,196,844
1-Dec-38	1-Jan-39	127%	$302,919,553	$0	$302,919,553	$0.806010	$2,441,562	50%	$1,220,781
1-Dec-39	1-Jan-40	129%	$308,977,944	$0	$308,977,944	$0.806010	$2,490,393	50%	$1,245,197
1-Dec-40	1-Jan-41	132%	$315,157,503	$0	$315,157,503	$0.806010	$2,540,201	50%	$1,270,100
1-Dec-41	1-Jan-42	135%	$321,460,653	$0	$321,460,653	$0.806010	$2,591,005	50%	$1,295,503
1-Dec-42	1-Jan-43	137%	$327,889,866	$0	$327,889,866	$0.806010	$2,642,825	50%	$1,321,413
1-Dec-43	1-Jan-44	140%	$334,447,663	$0	$334,447,663	$0.806010	$2,695,682	50%	$1,347,841
1-Dec-44	1-Jan-45	143%	$341,136,616	$0	$341,136,616	$0.806010	$2,749,595	50%	$1,374,798
1-Dec-45	1-Jan-46	146%	$347,959,349	$0	$347,959,349	$0.806010	$2,804,587	50%	$1,402,294
1-Dec-46	1-Jan-47	149%	$354,918,536	$0	$354,918,536	$0.806010	$2,860,679	50%	$1,430,339
1-Dec-47	1-Jan-48	152%	$362,016,906	$0	$362,016,906	$0.806010	$2,917,892	50%	$1,458,946
1-Dec-48	1-Jan-49	155%	$369,257,244	$0	$369,257,244	$0.806010	$2,976,250	50%	$1,488,125
1-Dec-49	1-Jan-50	158%	$376,642,389	$0	$376,642,389	$0.806010	$3,035,775	50%	$1,517,888
1-Dec-50	1-Jan-51	161%	$384,175,237	$0	$384,175,237	$0.806010	$3,096,491	50%	$1,548,245
1-Dec-51	1-Jan-52	164%	$391,858,742	$0	$391,858,742	$0.806010	$3,158,421	50%	$1,579,210
1-Dec-52	1-Jan-53	167%	$399,695,917	$0	$399,695,917	$0.806010	$3,221,589	50%	$1,610,795
1-Dec-53	1-Jan-54	171%	$407,689,835	$0	$407,689,835	$0.806010	$3,286,021	50%	$1,643,010
1-Dec-54	1-Jan-55	174%	$415,843,632	$0	$415,843,632	$0.806010	$3,351,741	50%	$1,675,871
1-Dec-55	1-Jan-56	178%	$424,160,504	$0	$424,160,504	$0.806010	$3,418,776	50%	$1,709,388
1-Dec-56	1-Jan-57	181%	$432,643,714	$0	$432,643,714	$0.806010	$3,487,152	50%	$1,743,576
1-Dec-57	1-Jan-58	185%	$441,296,589	$0	$441,296,589	$0.806010	$3,556,895	50%	$1,778,447
1-Dec-58	1-Jan-59	188%	$450,122,520	$0	$450,122,520	$0.806010	$3,628,033	50%	$1,814,016
1-Dec-59	1-Jan-60	192%	$459,124,971	$0	$459,124,971	$0.806010	$3,700,593	50%	$1,850,297
1-Dec-60	1-Jan-61	196%	$468,307,470	$0	$468,307,470	$0.806010	$3,774,605	50%	$1,887,303
1-Dec-61	1-Jan-62	200%	$477,673,620	$0	$477,673,620	$0.806010	$3,850,097	50%	$1,925,049
1-Dec-62	1-Jan-63	204%	$487,227,092	$0	$487,227,092	$0.806010	$3,927,099	50%	$1,963,550
Total							$98,085,681		$49,042,840

[1]Assumes an annual inflation factor of 2% based on a 4 year CAGR.

[2]See Exhibit C-2.1.

[3]Represents the City of Alvarado real property tax rate for tax year 2026. Source: Johnson County Tax Assessor-Collector.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-4.2: Projected Incremental Real Property Taxes Available to the City - Sports Complex Sub-Area - City of Alvarado

Development Year Ending	Assessed As Of[2]	Inflation Factor[1]	Total Projected Assessed Value[2]	Base Value	Estimated Incremental Value	City of Alvarado Property Tax Rate (Per $100 A.V.)[3]	Total Incremental Tax Revenues	Percent Available to City	Total Available Incremental Tax Revenues
1-Dec-26	1-Jan-27	100%	$12,768	($12,768)	$0	$0.806010	$0	50%	$0
1-Dec-27	1-Jan-28	102%	$13,023	($12,768)	$255	$0.806010	$2	50%	$1
1-Dec-28	1-Jan-29	104%	$4,005,540	($12,768)	$3,992,772	$0.806010	$32,182	50%	$16,091
1-Dec-29	1-Jan-30	106%	$8,171,302	($12,768)	$8,158,534	$0.806010	$65,759	50%	$32,879
1-Dec-30	1-Jan-31	108%	$12,502,091	($12,768)	$12,489,323	$0.806010	$100,665	50%	$50,333
1-Dec-31	1-Jan-32	110%	$12,752,133	($12,768)	$12,739,365	$0.806010	$102,681	50%	$51,340
1-Dec-32	1-Jan-33	113%	$13,007,176	($12,768)	$12,994,408	$0.806010	$104,736	50%	$52,368
1-Dec-33	1-Jan-34	115%	$13,267,319	($12,768)	$13,254,551	$0.806010	$106,833	50%	$53,417
1-Dec-34	1-Jan-35	117%	$13,532,666	($12,768)	$13,519,898	$0.806010	$108,972	50%	$54,486
1-Dec-35	1-Jan-36	120%	$13,803,319	($12,768)	$13,790,551	$0.806010	$111,153	50%	$55,577
1-Dec-36	1-Jan-37	122%	$14,079,386	($12,768)	$14,066,618	$0.806010	$113,378	50%	$56,689
1-Dec-37	1-Jan-38	124%	$14,360,973	($12,768)	$14,348,205	$0.806010	$115,648	50%	$57,824
1-Dec-38	1-Jan-39	127%	$14,648,193	($12,768)	$14,635,425	$0.806010	$117,963	50%	$58,981
1-Dec-39	1-Jan-40	129%	$14,941,157	($12,768)	$14,928,389	$0.806010	$120,324	50%	$60,162
1-Dec-40	1-Jan-41	132%	$15,239,980	($12,768)	$15,227,212	$0.806010	$122,733	50%	$61,366
1-Dec-41	1-Jan-42	135%	$15,544,779	($12,768)	$15,532,011	$0.806010	$125,190	50%	$62,595
1-Dec-42	1-Jan-43	137%	$15,855,675	($12,768)	$15,842,907	$0.806010	$127,695	50%	$63,848
1-Dec-43	1-Jan-44	140%	$16,172,788	($12,768)	$16,160,020	$0.806010	$130,251	50%	$65,126
1-Dec-44	1-Jan-45	143%	$16,496,244	($12,768)	$16,483,476	$0.806010	$132,858	50%	$66,429
1-Dec-45	1-Jan-46	146%	$16,826,169	($12,768)	$16,813,401	$0.806010	$135,518	50%	$67,759
1-Dec-46	1-Jan-47	149%	$17,162,692	($12,768)	$17,149,924	$0.806010	$138,230	50%	$69,115
1-Dec-47	1-Jan-48	152%	$17,505,946	($12,768)	$17,493,178	$0.806010	$140,997	50%	$70,498
1-Dec-48	1-Jan-49	155%	$17,856,065	($12,768)	$17,843,297	$0.806010	$143,819	50%	$71,909
1-Dec-49	1-Jan-50	158%	$18,213,187	($12,768)	$18,200,419	$0.806010	$146,697	50%	$73,349
1-Dec-50	1-Jan-51	161%	$18,577,450	($12,768)	$18,564,682	$0.806010	$149,633	50%	$74,817
1-Dec-51	1-Jan-52	164%	$18,948,999	($12,768)	$18,936,231	$0.806010	$152,628	50%	$76,314
1-Dec-52	1-Jan-53	167%	$19,327,979	($12,768)	$19,315,211	$0.806010	$155,683	50%	$77,841
1-Dec-53	1-Jan-54	171%	$19,714,539	($12,768)	$19,701,771	$0.806010	$158,798	50%	$79,399
1-Dec-54	1-Jan-55	174%	$20,108,830	($12,768)	$20,096,062	$0.806010	$161,976	50%	$80,988
1-Dec-55	1-Jan-56	178%	$20,511,006	($12,768)	$20,498,238	$0.806010	$165,218	50%	$82,609
1-Dec-56	1-Jan-57	181%	$20,921,226	($12,768)	$20,908,458	$0.806010	$168,524	50%	$84,262
1-Dec-57	1-Jan-58	185%	$21,339,651	($12,768)	$21,326,883	$0.806010	$171,897	50%	$85,948
1-Dec-58	1-Jan-59	188%	$21,766,444	($12,768)	$21,753,676	$0.806010	$175,337	50%	$87,668
1-Dec-59	1-Jan-60	192%	$22,201,773	($12,768)	$22,189,005	$0.806010	$178,846	50%	$89,423
1-Dec-60	1-Jan-61	196%	$22,645,808	($12,768)	$22,633,040	$0.806010	$182,425	50%	$91,212
1-Dec-61	1-Jan-62	200%	$23,098,724	($12,768)	$23,085,956	$0.806010	$186,075	50%	$93,038
1-Dec-62	1-Jan-63	204%	$23,560,699	($12,768)	$23,547,931	$0.806010	$189,799	50%	$94,899
Total							$4,741,122		$2,370,561

[1]Assumes an annual inflation factor of 2% based on a 4 year CAGR.

[2]See Exhibit C-2.2.

[3]Represents the City of Alvarado real property tax rate for tax year 2026. Source: Johnson County Tax Assessor-Collector.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-5.1: Projected Incremental Real Property Taxes Available for TIRZ Contributions - Sports Complex Sub-Area - Combined City of Alvarado

Development Year Ending	Assessed As Of	Single Family Sub-Area Total Available Incremental Tax Revenues[1]	Sports Complex Sub-Area Total Available Incremental Tax Revenues[2]	Total Projected Assessed Value
1-Dec-26	1-Jan-27	$0	$0	$0
1-Dec-27	1-Jan-28	$145,640	$1	$145,641
1-Dec-28	1-Jan-29	$299,245	$16,091	$315,336
1-Dec-29	1-Jan-30	$305,230	$32,879	$338,109
1-Dec-30	1-Jan-31	$473,872	$50,333	$524,204
1-Dec-31	1-Jan-32	$637,658	$51,340	$688,998
1-Dec-32	1-Jan-33	$650,411	$52,368	$702,779
1-Dec-33	1-Jan-34	$663,419	$53,417	$716,836
1-Dec-34	1-Jan-35	$676,688	$54,486	$731,174
1-Dec-35	1-Jan-36	$690,221	$55,577	$745,798
1-Dec-36	1-Jan-37	$704,026	$56,689	$760,715
1-Dec-37	1-Jan-38	$718,106	$57,824	$775,930
1-Dec-38	1-Jan-39	$732,469	$58,981	$791,450
1-Dec-39	1-Jan-40	$747,118	$60,162	$807,280
1-Dec-40	1-Jan-41	$762,060	$61,366	$823,427
1-Dec-41	1-Jan-42	$777,302	$62,595	$839,896
1-Dec-42	1-Jan-43	$792,848	$63,848	$856,695
1-Dec-43	1-Jan-44	$808,704	$65,126	$873,830
1-Dec-44	1-Jan-45	$824,879	$66,429	$891,308
1-Dec-45	1-Jan-46	$841,376	$67,759	$909,135
1-Dec-46	1-Jan-47	$858,204	$69,115	$927,319
1-Dec-47	1-Jan-48	$875,368	$70,498	$945,866
1-Dec-48	1-Jan-49	$892,875	$71,909	$964,784
1-Dec-49	1-Jan-50	$910,733	$73,349	$984,081
1-Dec-50	1-Jan-51	$928,947	$74,817	$1,003,764
1-Dec-51	1-Jan-52	$947,526	$76,314	$1,023,840
1-Dec-52	1-Jan-53	$966,477	$77,841	$1,044,318
1-Dec-53	1-Jan-54	$985,806	$79,399	$1,065,205
1-Dec-54	1-Jan-55	$1,005,522	$80,988	$1,086,511
1-Dec-55	1-Jan-56	$1,025,633	$82,609	$1,108,242
1-Dec-56	1-Jan-57	$1,046,145	$84,262	$1,130,408
1-Dec-57	1-Jan-58	$1,067,068	$85,948	$1,153,017
1-Dec-58	1-Jan-59	$1,088,410	$87,668	$1,176,078
1-Dec-59	1-Jan-60	$148,025	$0	$148,025
1-Dec-60	1-Jan-61	$0	$0	$0
1-Dec-61	1-Jan-62	$0	$0	$0
1-Dec-62	1-Jan-63	$0	$0	$0
		$24,998,011	$2,001,989	$27,000,000

MuniCap, Inc.FF/TEXAS/texas/Alvarado/Chamber Creek/TIRZ/[Chambers Creek - TIRZ Projections v4.0.xlsx]Exhibit C-5.1
1-May-26

[1]See Exhibit C-3.2.

[2]See Exhibit C-3.3.

Chambers Creek TIRZ
City of Alvarado, Texas

Exhibit C-5.2: Projected Incremental Real Property Taxes Available to the City - Combined City of Alvarado

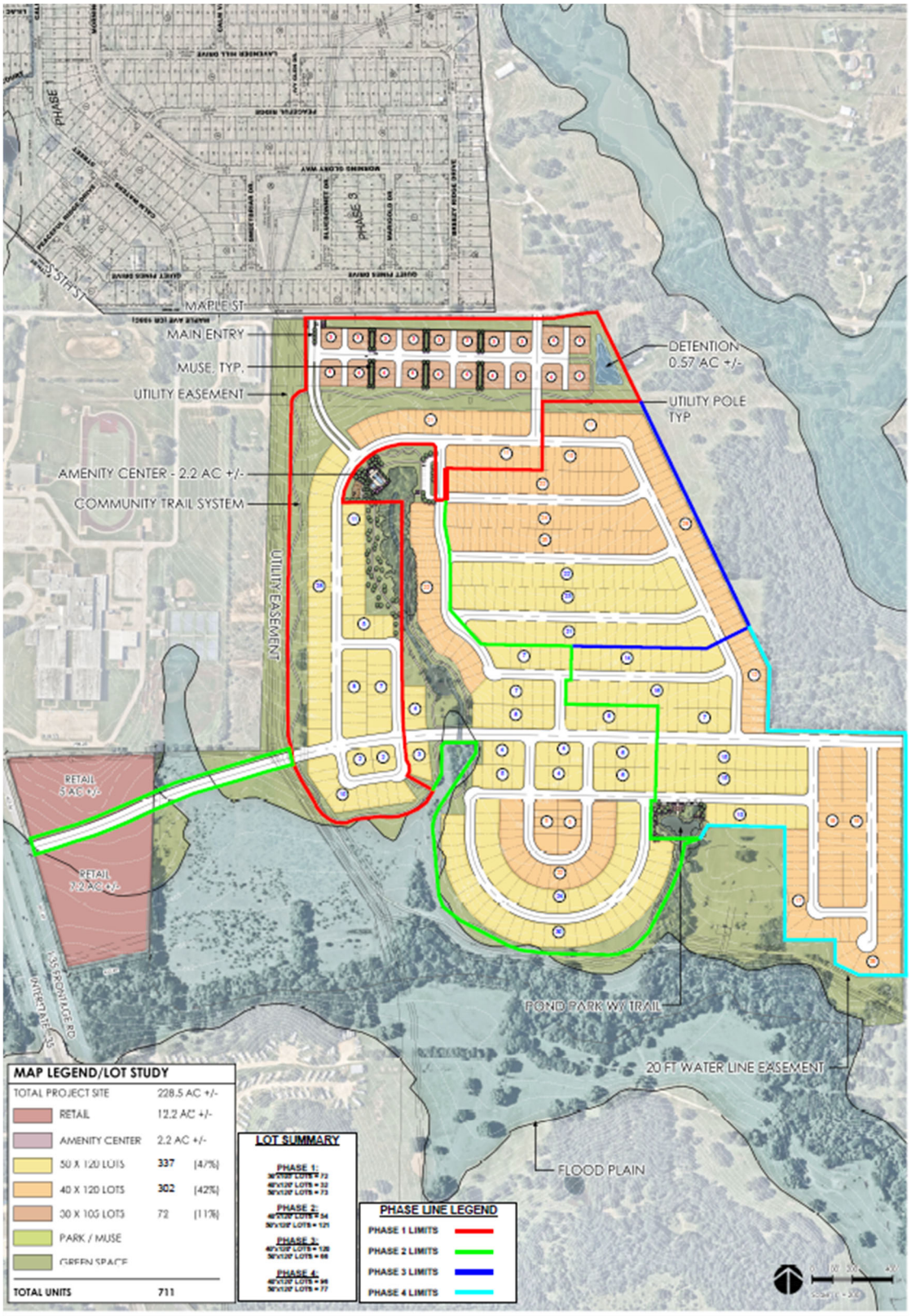
Development Year Ending	Assessed As Of	Single Family Sub-Area Total Available Incremental Tax Revenues[1]	Sports Complex Sub-Area Total Available Incremental Tax Revenues[2]	Total Projected Assessed Value
1-Dec-26	1-Jan-27	$0	$0	$0
1-Dec-27	1-Jan-28	$242,734	$1	$242,735
1-Dec-28	1-Jan-29	$498,741	$16,091	$514,832
1-Dec-29	1-Jan-30	$508,716	$32,879	$541,595
1-Dec-30	1-Jan-31	$789,786	$50,333	$840,119
1-Dec-31	1-Jan-32	$1,062,763	$51,340	$1,114,104
1-Dec-32	1-Jan-33	$1,084,019	$52,368	$1,136,387
1-Dec-33	1-Jan-34	$1,105,699	$53,417	$1,159,115
1-Dec-34	1-Jan-35	$1,127,813	$54,486	$1,182,299
1-Dec-35	1-Jan-36	$1,150,369	$55,577	$1,205,946
1-Dec-36	1-Jan-37	$1,173,377	$56,689	$1,230,066
1-Dec-37	1-Jan-38	$1,196,844	$57,824	$1,254,668
1-Dec-38	1-Jan-39	$1,220,781	$58,981	$1,279,762
1-Dec-39	1-Jan-40	$1,245,197	$60,162	$1,305,359
1-Dec-40	1-Jan-41	$1,270,100	$61,366	$1,331,467
1-Dec-41	1-Jan-42	$1,295,503	$62,595	$1,358,097
1-Dec-42	1-Jan-43	$1,321,413	$63,848	$1,385,260
1-Dec-43	1-Jan-44	$1,347,841	$65,126	$1,412,966
1-Dec-44	1-Jan-45	$1,374,798	$66,429	$1,441,227
1-Dec-45	1-Jan-46	$1,402,294	$67,759	$1,470,052
1-Dec-46	1-Jan-47	$1,430,339	$69,115	$1,499,454
1-Dec-47	1-Jan-48	$1,458,946	$70,498	$1,529,445
1-Dec-48	1-Jan-49	$1,488,125	$71,909	$1,560,035
1-Dec-49	1-Jan-50	$1,517,888	$73,349	$1,591,236
1-Dec-50	1-Jan-51	$1,548,245	$74,817	$1,623,062
1-Dec-51	1-Jan-52	$1,579,210	$76,314	$1,655,524
1-Dec-52	1-Jan-53	$1,610,795	$77,841	$1,688,636
1-Dec-53	1-Jan-54	$1,643,010	$79,399	$1,722,410
1-Dec-54	1-Jan-55	$1,675,871	$80,988	$1,756,859
1-Dec-55	1-Jan-56	$1,709,388	$82,609	$1,791,997
1-Dec-56	1-Jan-57	$1,743,576	$84,262	$1,827,838
1-Dec-57	1-Jan-58	$1,778,447	$85,948	$1,864,396
1-Dec-58	1-Jan-59	$1,814,016	$87,668	$1,901,685
1-Dec-59	1-Jan-60	$2,812,450	$178,846	$2,991,295
1-Dec-60	1-Jan-61	$3,019,684	$182,425	$3,202,109
1-Dec-61	1-Jan-62	$3,080,078	$186,075	$3,266,153
1-Dec-62	1-Jan-63	$3,141,679	$189,799	$3,331,478
		$53,470,534	$2,739,133	$56,209,667

MuniCap, Inc.\AFF/TEXAS/texas/Alvarado/Chamber Creek/TIRZ/[Chambers Creek - TIRZ Projections v4.0.xlsx]Exhibit C-5.2
1-May-26

[1]See Exhibit C-4.1.

[2]See Exhibit C-4.2.

EXHIBIT D
MAP AND DESCRIPTION OF THE PROPOSED USES OF THE PROPERTY



AVALON DEVELOPMENT GROUP
2025-10-14

CHAMBERS CREEK
CONCEPTUAL MASTER PLAN
ENHANCED AMENITIES

Manhard CONSULTING ADG TALSON DESIGN

EXHIBIT E
PROJECT COSTS

Project Costs[1]

Public Improvement	Total
Major Improvement Costs	
Street Improvements	$559,735
Water System	$0
Sanitary Sewer System	$136,146
Drainage System	$676,292
Landscaping	$516,133
Other Soft and Miscellaneous Costs	$314,027
Sub-total Major Improvement Costs	*$2,202,333*
Direct Improvement Costs	
Street Improvements	$6,888,627
Water System	$1,564,131
Sanitary Sewer System	$1,961,813
Drainage System	$3,650,990
Landscaping	$170,861
Other Soft and Miscellaneous Costs	$919,559
Sub-total Direct Improvement Costs	*$15,155,981*
Zone Improvements	
Zone Improvements for IA #2 and IA #3	$2,669,456
Sub-total Zone Improvements	*$2,669,456*
Sports Complex	
Project costs, including financing and actual interest paid	$27,000,000
Sub-total Sports Complex	*$27,000,000*
Administrative Expenses	
Administrative Expense	$585,000
Sub-total Administrative Expenses	*$585,000*
Total Public Improvement Costs Financed	**$47,612,770**

[1]Provided by Developer

EXHIBIT B-1

Manhard CONSULTING

ENGINEER'S OPINION OF PROBABLE COST
ALVARADO CHAMBERS CREEK
ALVARADO,TX
1/13/2026
PID ELIGIBLE BUDGET - EXECUTIVE SUMMARY

		LOT QUANTITY	177	175	186	173	711
		LOT WIDTH (30/40/50)	(72/32/73)	(0/54/121)	(0/120/66)	(0/96/77)	(72/302/337)
ITEM	DESCRIPTION						
	MAJOR		PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
1.	EARTHWORK & EROSION CONTROL		$ 200,764	$ 46,774	$ 20,005	$ 31,176	$ 298,719
2.	SANITARY SEWER IMPROVEMENTS		$ 136,146	$ -	$ -	$ -	$ 136,146
3.	WATER IMPROVEMENTS		$ -	$ -	$ -	$ -	$ -
4.	STORM SEWER IMPROVEMENTS		$ 475,528	$ -	$ -	$ -	$ 475,528
5.	PAVING IMPROVEMENTS		$ 487,264	$ 1,797,590	$ -	$ 518,892	$ 2,803,745
6.	STREET LIGHTING & SIGNAGE		$ 72,471	$ 26,187	$ -	$ 38,063	$ 136,721
7.	LANDSCAPE, SCREENING, ENTRY, & AMENITIES		$ 516,133	$ 11,406	$ -	$ 11,092	$ 538,631
SUBTOTAL (HARD COSTS)			$ 1,888,305	$ 1,881,957	$ 20,005	$ 599,222	$ 4,389,490
8.	CIVIL ENGINEERING DESIGN & SURVEY		$ 277,525	$ 41,798	$ 9,037	$ 48,200	$ 376,560
9.	GEOTECHNICAL & MATERIAL TESTING (1.5%; Owner)		$ 28,325	$ 28,229	$ 300	$ 8,988	$ 65,842
10.	CONTINGENCY (15%)		$ 283,246	$ 282,294	$ 3,001	$ 89,883	$ 658,423
	TOTAL		**$ 2,477,401**	**$ 2,234,278**	**$ 32,343**	**$ 746,294**	**$ 5,490,315**
	HARD COST PER LOT		**$ 10,668**	**$ 10,754**	**$ 108**	**$ 3,464**	**$ 6,174**
	TOTAL COST PER LOT		**$ 13,997**	**$ 12,767**	**$ 174**	**$ 4,314**	**$ 7,722**

	MINOR	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
1.	EARTHWORK & EROSION CONTROL	$ 79,629	$ 109,071	$ 99,250	$ 85,738	$ 373,688
2.	SANITARY SEWER IMPROVEMENTS	$ 552,829	$ 594,231	$ 407,066	$ 407,690	$ 1,961,816
3.	WATER IMPROVEMENTS	$ 598,979	$ 450,509	$ 276,086	$ 238,557	$ 1,564,132
4.	STORM SEWER IMPROVEMENTS	$ 833,383	$ 1,155,028	$ 271,105	$ 1,017,786	$ 3,277,301
5.	PAVING IMPROVEMENTS	$ 1,404,346	$ 1,749,612	$ 1,406,740	$ 1,211,936	$ 5,772,633
6.	STREET LIGHTING & SIGNAGE	$ 60,291	$ 85,260	$ 64,148	$ 68,817	$ 278,516
7.	LANDSCAPE, SCREENING, ENTRY, & AMENITIES	$ 41,020	$ 50,834	$ 42,548	$ 36,459	$ 170,861
SUBTOTAL (HARD COSTS)		$ 3,570,476	$ 4,194,544	$ 2,566,943	$ 3,066,983	$ 13,398,947
8.	CIVIL ENGINEERING DESIGN & SURVEY	$ 194,015	$ 222,758	$ 136,530	$ 165,272	$ 718,575
9.	GEOTECHNICAL & MATERIAL TESTING (1.5%; Owner)	$ 53,557	$ 62,918	$ 38,504	$ 46,005	$ 200,984
10.	CONTINGENCY (15%)	$ 535,571	$ 629,182	$ 385,041	$ 460,047	$ 2,009,842
	TOTAL	**$ 4,353,620**	**$ 5,109,402**	**$ 3,127,019**	**$ 3,738,307**	**$ 16,328,348**
	HARD COST PER LOT	**$ 20,172**	**$ 23,969**	**$ 13,801**	**$ 17,728**	**$ 18,845**
	TOTAL COST PER LOT	**$ 24,597**	**$ 29,197**	**$ 16,812**	**$ 21,609**	**$ 22,965**

	PRIVATE	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
1.	EARTHWORK & EROSION CONTROL	$ 2,208,059	$ 1,614,476	$ 1,959,173	$ 996,438	$ 6,778,146
2.	SANITARY SEWER IMPROVEMENTS	$ 187,769	$ 182,310	$ 197,760	$ 186,430	$ 754,269
3.	WATER IMPROVEMENTS	$ 190,344	$ 182,928	$ 192,919	$ 179,529	$ 745,720
4.	STORM SEWER IMPROVEMENTS	$ -	$ -	$ -	$ -	$ -
5	LANDSCAPE, SCREENING, ENTRY, & AMENITIES	$ 582,414	$ 2,234,229	$ 142,167	$ 142,167	$ 3,100,977
SUBTOTAL (HARD COSTS)		$ 3,168,586	$ 4,213,943	$ 2,492,019	$ 1,504,564	$ 11,379,112
8.	CIVIL ENGINEERING DESIGN & SURVEY	$ 304,724	$ 116,958	$ 131,500	$ 79,025	$ 632,207
9.	GEOTECHNICAL & MATERIAL TESTING (1.5%; Owner)	$ 47,529	$ 63,209	$ 37,380	$ 22,568	$ 170,687
10.	CONTINGENCY (15%)	$ 475,288	$ 632,091	$ 373,803	$ 225,685	$ 1,706,867
	TOTAL	**$ 3,996,126**	**$ 5,026,202**	**$ 3,034,702**	**$ 1,831,842**	**$ 13,888,872**
	HARD COST PER LOT	**$ 17,902**	**$ 24,080**	**$ 13,398**	**$ 8,697**	**$ 16,004**
	TOTAL COST PER LOT	**$ 22,577**	**$ 28,721**	**$ 16,316**	**$ 10,589**	**$ 19,534**

DEVELOPMENT TOTAL	**$ 10,827,147**	**$ 12,369,881**	**$ 6,194,064**	**$ 6,316,444**	**$ 35,707,536**
HARD COST PER LOT	**$ 48,742**	**$ 58,803**	**$ 27,306**	**$ 29,889**	**$ 41,023**
TOTAL COST PER LOT	**$ 61,170**	**$ 70,685**	**$ 33,301**	**$ 36,511**	**$ 50,222**

EXHIBIT B-1

ENGINEER'S OPINION OF PROBABLE COST
ALVARADO CHAMBERS CREEK
ALVARADO,TX
1/13/2026
IMPACT FEE REIMBURSEMENT - EXECUTIVE SUMMARY

	LOT QUANTITY	177	175	186	173	711
	LOT WIDTH (30/40/50)	(72/32/73)	(0/54/121)	(0/120/66)	(0/96/77)	(72/302/337)
ITEM	**DESCRIPTION**					
	MAJOR CIP IMPROVEMENTS	PHASE 1	PHASE 2	PHASE 3	PHASE 4	TOTAL
1 .	EARTHWORK & EROSION CONTROL	$ -	$ -	$ -	$ -	$ -
2 .	SANITARY SEWER IMPROVEMENTS	$ -	$ 1,141,225	$ -	$ -	$ 1,141,225
3 .	WATER IMPROVEMENTS	$ 1,055,186	$ 161,555	$ 150,402	$ 301,154	$ 1,668,297
4 .	STORM SEWER IMPROVEMENTS	$ -	$ -	$ -	$ -	$ -
5 .	PAVING IMPROVEMENTS	$ -	$ 360,280	$ -	$ -	$ 360,280
6 .	STREET LIGHTING & SIGNAGE	$ -	$ -	$ -	$ -	$ -
7 .	LANDSCAPE, SCREENING, ENTRY, & AMENITIES	$ -	$ -	$ -	$ -	$ -
SUBTOTAL (HARD COSTS)		$ 1,055,186	$ 1,663,060	$ 150,402	$ 301,154	$ 3,169,802
8 .	CIVIL ENGINEERING DESIGN & SURVEY	$ -	$ -	$ -	$ -	$ -
9 .	GEOTECHNICAL & MATERIAL TESTING (1.5%; Owner)	$ -	$ -	$ -	$ -	$ -
10 .	CONTINGENCY (15%)	$ 158,278	$ 249,459	$ 22,560	$ 45,173	$ 475,470
	TOTAL	**$ 1,213,464**	**$ 1,912,519**	**$ 172,962**	**$ 346,327**	**$ 3,645,272**

City Of Alvarado
Sports Complex Estimated Project Costs

Design & Construction Costs			
Feasibility Study		$	45,000.00
Engineering & Design		$	400,000.00
Hardscape Improvements		$	4,474,600.00
Irrigation Improvements		$	351,560.00
Landscape Improvements		$	646,990.00
Site Amenity Improvements		$	2,180,000.00
Contigency	20%	$	1,530,630.00
Total Design and Construction		**$**	**9,628,780.00**
Financing Costs			
Issuance & Reserve Funds		$	2,268,917.00
Interest Expense		$	14,602,303.00
Total Financing Costs		**$**	**16,871,220.00**
Administrative Expenses		$	500,000.00
Total Project Costs		**$**	**27,000,000.00**

EXHIBIT F
MAP OF PUBLIC IMPROVEMENTS

EXHIBIT B-2- WATER IMPROVEMENTS & CIP WATERLINE

NOTES

WATER MAIN PLACED 2' OFF ROW ON THE SOUTH AND EAST
FIRE HYDRANTS PLACED 2' OFF BACK OF CURB

CIP WATER MAIN IMPROVEMENTS

MAPLE STREET

CONNECT TO EXISTING 12" WATER MAIN
SURVEY TO VERIFY EXACT LOCATION AND FL

CONNECT TO PROPOSED OFFSITE 12" WATER MAIN

INSTALL:
1-12" PLUG

INSTALL:
4-8" PLUGS

INSTALL:
2-8" PLUGS

INSTALL:
4-8" PLUGS

INSTALL:
1-8" PLUG

INSTALL:
1-12" PLUG

INSTALL:
1-12"x8" REDUCER
1-12" GATE VALVE
CONNECT TO EXISTING 8" WATER MAIN
SURVEY TO VERIFY EXACT LOCATION AND FL

CONCRETE ENCASEMENT

MARION J. MOORE AND WAFE, DAWN JO ANNE MOORE
BOOK 515, PAGE 327
D.R.J.C.T.

APPROX. LOCATION OF EXIST. 100' TEXAS POWER & LIGHT CO. ESMT
BOOK 903, PAGE 628, D.R.J.C.T.

REMAINDER OF ALVARADO WILLOW SPRINGS RANCH LIMITED FAMILY PARTNERSHIP
BOOK 2354, PAGE 740

APPROX. LOCATION OF EXIST. 30' FREEDOM PIPELINE, LLC PIPELINE ESMT.

APPROX. LOCATION OF EXIST. 15' ACCESS ESMT.
INST. NO. 201100001747

POSSIBLE LOCATION OF 40'X70' SURFACE SITE ESMT.
INST. NO. 201100001747
D.R.J.C.T.

ALVARADO INDEPENDENT SCHOOL DISTRICT
BOOK 1839, PAGE 598
D.R.J.C.T.

THE BOARD OF TRUSTEES OF THE ALVARADO INDEPENDENT SCHOOL DISTRICT
BOOK 3307, PAGE 905
D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' FREEDOM PIPELINE, LLC PIPELINE ESMT.
INST. NO. 201000027000
D.R.J.C.T

APPROX. LOCATION OF EXIST. 40'X30' SURFACE ESMT.
INST. NO. 201000026842

ALVARADO WILLOW SPRINGS RANCH LIMITED FAMILY PARTNERSHIP TRACT II
BOOK 2376, PAGE 145
D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' JOHNSON COUNTY ELECTRIC COOPERATIVE ASSOCIATION ESMT.
VOLUME 1962, PAGE 849, D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' SOUTHWESTERN GAS PIPELINE INC. ESMT.
VOLUME 3586, PAGE 234, D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' FREEDOM PIPELINE, LLC PIPELINE ESMT.
VOLUME 3972, PAGE 511, D.R.J.C.T.

APPROX. LOCATION OF EXIST. 15' ACCESS ESMT.
VOLUME 3826, PAGE 246
D.R.J.C.T.

POSSIBLE LOCATION OF 40'X70' SURFACE SITE ESMT.
INST. NO. 201100001747
D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' SOUTHWESTERN GAS PIPELINE INC. ESMT.
VOLUME 3714, PAGE 951 D.R.J.C.T.

JULIANAN COWDEN SECOND TRACT
BOOK 526, PAGE 544
D.R.J.C.T.

INTERSTATE 35 FRONTAGE ROAD

PHASE 1
PHASE 2
PHASE 3
PHASE 4

N

0 100 200 400
SCALE: 1"=200'

LEGEND

- PHASE BOUNDARY
- MAJOR 12" WATER MAIN
- MINOR 8" WATER MAIN
- PROP. FIRE HYDRANT

MAJOR IMPROVEMENT PHASE LEGEND

- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

- ALL OFF-SITE IMPROVEMENTS TO BE CONSTRUCTED IN PHASE 1.

DRAWN BY	REVISIONS	DATE

Manhard CONSULTING
8144 Walnut Hill Lane, Suite 750, Dallas, TX 75231 ph:972.272.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194454 (Surv), F-2752 (Eng)

ALVARADO CHAMBERS CREEK
1303 S PARKWAY DRIVE, CITY OFALVARADO, JOHNSON COUNTY, TEXAS
CONCEPTUAL WATER LAYOUT

PROJ MGR: LS
PROJ ASSOC: ANV
DRAWN BY: WH
DATE: 10/14/2025

SHEET
EX
611.174001

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Plot Date: 09/26/23 Dwg Name: R:\611.174 Meritage Alvarado Chambers Creek\001 Due Diligence\Civil\Engr\Exhibits\Paving Exhibit.dwg Updated By: AWarnell

EXHIBIT B-3 -- WASTEWATER/SANITARY FACILITES & CIP SEWER LINE

NOTES

1. **SANITARY SEWER PLACED ALONG STREET CENTERLINE**
2. **MAXIMUM MANHOLE SPACING: 500-FEET**
3. **EXISTING CONTOURS ARE SHOWN AT 2-FOOT MINOR AND 10-FOOT MAJOR INTERVALS**

MAPLE STREET

MARION J. MOORE AND WAFE, DAWN JO ANNE MOORE BOOK 515, PAGE 327 D.R.J.C.T.

CONNECT TO EXISTING SS SURVEY TO VERIFY EXACT LOCATION AND FL

EG 740.05

APPROX. LOCATION OF EXIST. 100' TEXAS POWER & LIGHT CO. ESMT BOOK 903, PAGE 628, D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' FREEDOM PIPELINE, LLC PIPELINE ESMT.

APPROX. LOCATION OF EXIST. 15' ACCESS ESMT. INST. NO. 201100001747

POSSIBLE LOCATION OF 40'X70' SURFACE SITE ESMT. INST. NO. 201100001747 D.R.J.C.T.

ALVARADO INDEPENDENT SCHOOL DISTRICT BOOK 1839, PAGE 598 D.R.J.C.T.

THE BOARD OF TRUSTEES OF THE ALVARADO INDEPENDENT SCHOOL DISTRICT BOOK 3307, PAGE 905 D.R.J.C.T.

REMOVE EXISTING 4" SANITARY FORCE MAIN & REPLACE WITH PROPOSED 8" SANITARY FORCE MAIN REFER TO OFFSITE UTILITY EXHIBIT FOR DETAIL

PHASE 1
PHASE 2
PHASE 3
PHASE 4

APPROX. LOCATION OF EXIST. 20' PIPELINE ESMT. INST. NO. 201000027000 D.R.J.C.T

APPROX. LOCATION OF EXIST. 40'X30' SURFACE ESMT. INST. NO. 201000026842

CONNECT TO LIFT STATION AND BEGIN OFFSITE FORCE MAIN IMPROVEMENTS REFER TO LIFT STATION PLANS FOR DETAIL

BEGIN OFFSITE GRAVITY MAIN IMPROVEMENTS

I-35 FRONTAGE ROAD
INTERSTATE 35

8" STUB FOR FUTURE DEVELOPMENT

ALVARADO WILLOW SPRINGS RANCH LIMITED FAMILY PARTNERSHIP TRACT II BOOK 2376, PAGE 145 D.R.J.C.T.

CONNECT TO LIFT STATION AND END OFFSITE GRAVITY MAIN IMPROVEMENTS REFER TO LIFT STATION PLANS FOR DETAIL

APPROX. LOCATION OF EXIST. 30' JOHNSON COUNTY ELECTRIC COOPERATIVE ASSOCIATION ESMT. VOLUME 1962, PAGE 849, D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' SOUTHWESTERN GAS PIPELINE INC. ESMT. VOLUME 3586, PAGE 234, D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' FREEDOM PIPELINE, LLC PIPELINE ESMT. VOLUME 3972, PAGE 511, D.R.J.C.T.

APPROX. LOCATION OF EXIST. 15' ACCESS ESMT. VOLUME 3826, PAGE 246 D.R.J.C.T.

POSSIBLE LOCATION OF 40'X70' SURFACE SITE ESMT. INST. NO. 201100001747 D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' SOUTHWESTERN GAS PIPELINE INC. E VOLUME 3714, PAGE 951 D.R.J.C.T.

JULIANAN COWDE SECOND TRACT BOOK 526, PAGE D.R.J.C.T.

ALVAR RAN BOO

N

0 100 200 400
SCALE: 1"=200'

LEGEND

- PHASE BOUNDARY
- SS — MAJOR 10" SANITARY SEWER MAIN
- SS — MAJOR 8" SANITARY SEWER MAIN
- FM — MAJOR 8" FORCE MAIN
- SS — MINOR 8" SANITARY SEWER MAIN

MAJOR IMPROVEMENT PHASE LEGEND

- **PHASE 1**
- **PHASE 2**

- NO MAJOR STORM IMPROVEMENTS IN PHASES 2, 3 & 4.

- ALL OFF-SITE IMPROVEMENTS TO BE CONSTRUCTED IN PHASE 1.

DRAWN BY	REVISIONS	DATE

Manhard CONSULTING
8144 Walnut Hill Lane, Suite 750, Dallas, TX 75231 ph:972.272.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194154 (Surv), F-21752 (Eng)

ALVARADO CHAMBERS CREEK

1303 S PARKWAY DRIVE, CITY OFALVARADO, JOHNSON COUNTY, TEXAS

CONCEPTUAL SEWER LAYOUT

PROJ. MGR.: LS
PROJ. ASSOC.: ANV
DRAWN BY: WH
DATE: 10/14/2025

SHEET
EX
611.174001

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Plot Date: 09/26/23 Dwg Name: K:\611.174 Heritage Alvarado Chambers Creek\000 Due Diligence\dwg\Eng\Exhibits\Routing Exhibit.dwg Worksheet By: XRefs=ref

EXHIBIT B-4 ROADWAY FACILITIES & CIP MAPLE STREET IMPROVEMENTS

CIP MAPLE STREET IMPROVEMENT AREA

MARION J. MOORE AND WAFE, DAWN JO ANNE MOORE BOOK 515, PAGE 327 D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' FREEDOM PIPELINE, LLC PIPELINE ESMT.

APPROX. LOCATION OF EXIST. 15' ACCESS ESMT. INST. NO. 201100001747

POSSIBLE LOCATION OF 40'X70' SURFACE SITE ESMT. INST. NO. 201100001747 D.R.J.C.T.

ALVARADO INDEPENDENT SCHOOL DISTRICT BOOK 1839, PAGE 598 D.R.J.C.T.

THE BOARD OF TRUSTEES OF THE ALVARADO INDEPENDENT SCHOOL DISTRICT BOOK 3307, PAGE 905 D.R.J.C.T.

PROPOSED ACCESS ROAD DRIVE APPROACH

APPROX. LOCATION OF EXIST. 20' PIPELINE ESMT. INST. NO. 201000027000 D.R.J.C.T

APPROX. LOCATION OF EXIST. 40'X30' SURFACE ESMT. INST. NO. 201000026842

ALVARADO WILLOW SPRINGS RANCH LIMITED FAMILY PARTNERSHIP TRACT II BOOK 2376, PAGE 145 D.R.J.C.T.

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POSSIBLE LOCATION OF 40'X70' SURFACE SITE ESMT. INST. NO. 201100001747 D.R.J.C.T.

APPROX. LOCATION OF EXIST. 30' SOUTHWESTERN GAS PIPELINE INC. ESMT. VOLUME 3714, PAGE 951 D.R.J.C.T.

APPROX. LOCATION OF EXIST. 100' TEXAS POWER & LIGHT CO. ESMT BOOK 903, PAGE 628, D.R.J.C.T.

REMAINDER OF ALVARADO WILLOW SPRINGS RANCH LIMITED FAMILY PARTNERSHIP BOOK 2354, PAGE 740

JULIANAN COWDEN SECOND TRACT BOOK 526, PAGE 544 D.R.J.C.T.

AMENITY CENTER 2.56 ACRES (CONSTRUCTED WITH PHASE 2)

DETENTION POND

STREET A, STREET B, STREET C, STREET D, STREET E, STREET F, STREET G, STREET H, STREET I, STREET J, STREET K, STREET L, STREET M, STREET N, STREET O, STREET P, STREET R, STREET S, STREET T, STREET U, STREET V, STREET W, STREET X, STREET Z, STREET ZZ

PHASE 1, PHASE 2, PHASE 3, PHASE 4

N

0 100 200 400

SCALE: 1"=200'

LEGEND

- MAJOR COLLECTOR STREETS (8" PAVEMENT, 60' ROW)
- MAJOR RESIDENTIAL STREETS (7" PAVEMENT, 50' ROW)
- MINOR RESIDENTIAL STREETS (7" PAVEMENT, 50' ROW)
- PHASE BOUNDARY

MAJOR IMPROVEMENT PHASE LEGEND

- PHASE 1
- PHASE 2
- PHASE 4

- NO MAJOR PAVING IMPROVEMENTS IN PHASE 3.
- ALL OFF-SITE IMPROVEMENTS TO BE CONSTRUCTED IN PHASE 1.

DRAWN BY | REVISIONS | DATE

Manhard CONSULTING

8144 Walnut Hill Lane, Suite 750, Dallas, TX 75231 ph:972.272.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194154 (Surv.) F-2752 (Eng)

ALVARADO CHAMBERS CREEK

1303 S PARKWAY DRIVE, CITY OFALVARADO, JOHNSON COUNTY, TEXAS

CONCEPTUAL ON-SITE PAVING LAYOUT

PROJ. MGR.: LS
PROJ. ASSOC.: ANV
DRAWN BY: WH
DATE: 10/14/2025

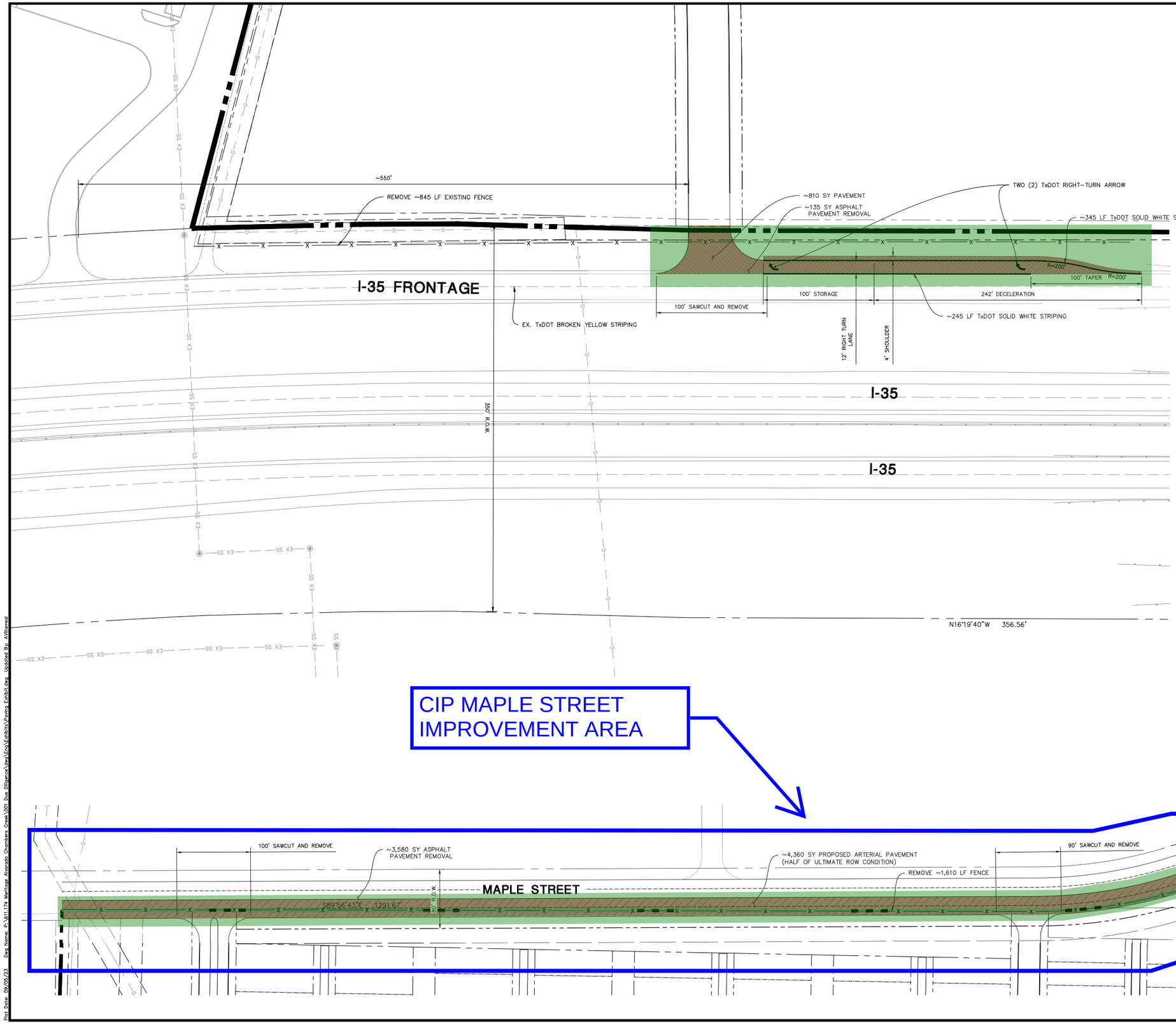
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EX

611.174001

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Plot Date: 09/05/23 Dwg Name: P:\611.174 Heritage Alvarado Chambers Creek\009 Due Diligence\Dwg\Eng\Exhibits\Feature Exhibit.dwg Updated By: AMonreal



LEGEND

MAJOR ARTERIAL PAVING (MAPLE STREET)
10" THICK CONCRETE – 4,000 PSI

MAJOR I-35 FRONTAGE PAVING
10" THICK CONCRETE – 4,500 PSI

MAJOR IMPROVEMENT PHASE LEGEND

PHASE 2

- NO MAJOR PAVING IMPROVEMENTS IN PHASE 3.

- ALL OFF-SITE IMPROVEMENTS TO BE CONSTRUCTED IN PHASE 1.

CIP MAPLE STREET IMPROVEMENT AREA

Manhard CONSULTING
8144 Walnut Hill Lane, Suite 750, Dallas, TX 75231 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors (Regs. Nos. F-10194154 (Surv), F-2752 (Eng))

DATE	REVISIONS	DRAWN BY

ALVARADO CHAMBERS CREEK

1303 S PARKWAY DRIVE, CITY OFALVARADO, JOHNSON COUNTY, TEXAS

OFFSITE PAVING EXHIBIT

PROJ MGR: LS
PROJ ASSOC.: ANV
DRAWN BY: WH
DATE: 10/14/2025

SHEET
EX
611.174001

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Plot Date: 09/26/25 Dwg Name: K:\611.174 Manhard_Alvarado Chambers Creek\001 Due Diligence\dwg\Engr\Exhibits\Paving Exhibit.dwg Updated By: AWarnell

EXHIBIT G
CURRENT APPRAISED VALUE OF THE ZONE

Tax Reinvestment Zone Number 4
Chambers Creek
Base Year Market Value vs Taxable Value
2025

Property ID[1]	Acreage	Owner	Market Value[2,3]	Taxable Value[2,4]
Single-family Sub-Area				
R000002512	165.30	Alvarado 228 Development LLC	$1,289,421	$0
R000016792	23.60	Alvarado 228 Development LLC	$283,200	$0
Total Single Family Sub-Area	**188.90**		**$1,572,621**	**$0**
Sports Complex Sub-Area				
R000012037	4.00	Alvarado 228 Development LLC	$12,000	$11,520
R000002512	26.41	Alvarado 228 Development LLC	$206,011	$0
R000012038	1.00	Alvarado 228 Development LLC	$48,000	$416
R000012039	8.00	Alvarado 228 Development LLC	$96,000	$832
Total Sports Complex Sub-Area	**39.41**		**$362,011**	**$12,768**

[1]The tax parcels shown above, comprising the proposed Tax Increment Reinvestment Zone.

[2]Assumes base value will be based on the certified 2025 values for properties in the City limits.

[3]According to the Johnson County Appraisal District records.

[4]According to the Johnson County Tax Assessor Collector records.

City Council Management Report
Meeting Date: 5/18/2026
Contact: Justin French, Community Development Director

AGENDA ITEM:
Public hearing, consideration, and action on Ordinance 2026-0012; An Ordinance of the City Of Alvarado, Texas, Rezoning from Agricultural (A) District to Planned Development (Pd) District for Garden Home (GH) District and Single Family Residential (Sf-2) District uses with deviations and Development Plan Approval on approximately 188.62 acres known as land in the R. Bell Survey, A-44, the J. Bell Survey, A-46, the T. Stephens Survey, A-778, and the A. Powers Survey, A-686; Rezoning from Agricultural (A)District to Floodplain & Nature (FN) District on approximately 26.1 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimball Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive, in the City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a Severability Clause; Providing for Publication in the Official Newspaper; and Providing an effective date. (Chambers Creek Annexation) (French)

BACKGROUND & FINDINGS:
On April 6, 2026, the City Council by approval of the Chambers Creek development agreement, established a service plan for the subject site.

On April 7, 2026, the City of Alvarado received a petition from L. Wayne Powell, Jr. requesting voluntary annexation of approximately 215 acres into the Alvarado city limits, known as R. Bell Survey, Abstract No. 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, A. Powers Survey, Abstract No. 686, and A. Kimbell Survey, Abstract 46, commonly known as 1303 S. Parkway Dr.

On April 20, 2026, the City Council set this public hearing on the annexation ordinance. Proper public notice was published in the Cleburne Times Review and on the City website in accordance with state statutes.

FINANCIAL IMPACT:
None

RECOMMENDATION:
The annexation of the approximately 215-acre site is consistent with the City's 2026 Comprehensive Plan.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Ord 202_-____ Annexation Ordinance 215 acres Chambers Creek
2. Chambers Creek Annex Map with ETJ

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS APPROVING AN ORDINANCE ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 215 ACRES, MORE OR LESS, OF LAND LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS; SITUATED IN THE R. BELL SURVEY, ABSTRACT NO. 44, J. BELL SURVEY, ABSTRACT NO. 46, T. STEPHENS SURVEY, ABSTRACT NO. 778, A. POWERS SURVEY, ABSTRACT NO. 686, AND A. KIMBELL SURVEY, ABSTRACT 46, COMMONLY KNOWN AS 1303 S. PARKWAY DRIVE, AS REQUESTED BY L. WAYNE POWELL; PROVIDING FOR THE ANNEXATION INTO THE CITY OF ALVARADO SAID PROPERTY FOR ALL MUNICIPAL PURPOSES; EXTENDING THE BOUNDARY LIMITS OF THE CITY TO INCLUDE THE DESCRIBED PROPERTY IN THE CITY LIMITS; AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY; PROVIDING FOR AMENDMENT TO THE OFFICIAL MAP; DIRECTING THE CITY SECRETARY TO FILE COPY WITH COUNTY CLERK AND APPRAISAL DISTRICT; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a Home-Rule municipality located in Johnson County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the provisions of, and subject only to the limitations imposed by the State Constitution, State Laws, and the City Charter; and

WHEREAS, the Texas Local Government Code and the laws of the State authorize the annexation of territory by the City, subject to the requirements therein and the laws of this State; and

WHEREAS, the property owner, L. WAYNE POWELL, submitted a petition for voluntary annexation of approximately 215 acres of land in accordance with Section 43.0671 of the Texas Local Government Code; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the Alvarado City Council at their regular meeting on MAY 18, 2026 after due notice in the manner provided by

law; and

WHEREAS, all of the property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City of Alvarado; and

WHEREAS, a Service Agreement has been negotiated and approved, and is attached to this Ordinance by reference;

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

SECTION 1. ANNEXATION

That all portions of the following parcel (the "Territory") located in Johnson County, Texas, being comprised of approximately 215 acres of territory described as being in the R. Bell Survey, Abstract No. 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, A. Powers Survey, Abstract No. 686, and A. Kimbell Survey, Abstract 46, Johnson County, Texas, is hereby annexed to the City of Alvarado as a part of the city for all municipal purposes, and the city limits are extended to include such Territory, being more particularly described on Exhibit "A" and shown in Exhibit "B" attached to and incorporated in this Ordinance for all purposes.

SECTION 2. RIGHTS AND DUTIES OF OWNERS AND INHABITANTS IN NEWLY ANNEXED AREA

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of Alvarado, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

SECTION 3. OFFICIAL MAP

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of Alvarado, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory annexed as required by law.

SECTION 4. FILING CERTIFIED COPY

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Johnson County, Texas and with the Johnson County Appraisal District. The City Secretary is authorized to file all other notices of this ordinance as required under any law of the State.

SECTION 5. SERVICE PLAN

The Service Plan prepared in accordance with applicable provisions of state law pertaining to annexation, as previously set forth in the Chambers Creek Development Agreement approved on April 6, 2026, by Alvarado City Council, and is incorporated herein for all intent and purposes.

SECTION 6. CUMULATIVE CLAUSE

This ordinance shall be cumulative of all provisions of ordinances of the City of Alvarado, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. SEVERABILITY CLAUSE

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

SECTION 8. AREAS EXCEPTED FROM ANNEXATION

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of Alvarado, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of Alvarado every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of Alvarado any lands or area which are presently part of and included within the limits of any other City, Town or Village, or which are not within the City of Alvarado's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein.

SECTION 9. EFFECTIVE CLAUSE

This ordinance shall be in full force and effect from and after its passage,

AND IT IS SO ORDAINED.

PASSED by a vote of _____ to _____ this 18th day of May, 2026.

CITY OF ALVARADO

By: _____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

Exhibit A

Parcel - 1
188.62 Acres Johnson
County, Texas

BEING 188.62 acres of land in the Robert Bell Survey, Abstract Number 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, and the Ambrose Powers Survey, Abstract Number 686, Johnson County, Texas; being part of that certain tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016 Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a mag nail with washer set stamped “MANHARD CONSULTING” at the northernmost northwest corner;

THENCE North 89°45'44” East, a distance of 1,669.99 feet to a yellow capped 5/8” iron rod set stamped “MANHARD CONSULTING”;

THENCE North 62°48'30” East, continuing along said line, a distance of 147.84 feet to a mag nail with washer set stamped “MANHARD CONSULTING” at the northeast corner;

THENCE South 25°14'01” East, along the common line, a distance of 2,002.48 feet to a 1/2” iron rod found;

THENCE South 01°37'36” West, a distance of 314.22 feet to a found fence post;

THENCE South 89°01'16” East, a distance of 676.85 feet to a found 1/2" iron rod;

THENCE South 00°12'15” East, a distance of 1,428.77 feet to a 1/2" iron rod found at the southeast corner;

THENCE South 82°22'29” West, a distance of 160.00 feet to a capped 5/8" iron rod found stamped "RPLS 4838";

THENCE North 84°13'06” West, 557.60 feet to a point for corner;

THENCE North 78°11'06” West, 75.80 feet to a point for corner;

THENCE North 36°28'06” West, 127.40 feet to a point for corner;

THENCE South 75°02'54” West, 101.10 feet to a point for corner;

THENCE South 60°58'54” West, 175.40 feet to a point for corner;

THENCE South 77°47'51” West, 175.00 feet to a point for corner;

THENCE South 56°30'54” West, 172.60 feet to a point for corner;

THENCE North 86°37'06” West, 202.00 feet to a point for corner;

THENCE North 55°59'06” West, 54.80 feet to a point for corner;

THENCE North 45°42'06” West, 143.80 feet to a point for corner;

THENCE North 35°43'06” West, 100.00 feet to a point for corner;

THENCE North 21°54'06” West, 58.20 feet to a point for corner;

THENCE North 78°48'06” West, 186.90 feet to a point for corner;

THENCE North 80°49'06” West, 120.90 feet to a point for corner;

THENCE South 84°37'54” West, 367.50 feet to a point for corner;

THENCE South 76°51'54” West, 22.35 feet to a point for corner;

THENCE North 12°47'36” West, 333.88 feet to a point for corner;

THENCE North 33°45'46” West, 978.77 feet to a point for corner;

THENCE North 89°48'52” East, 1.29 feet to a point for corner;

THENCE North 01°00'47” East, 2,128.25 feet to a point for corner;

THENCE South 89°49'45” West, 199.77 feet to a point for corner;

THENCE North 01°10'12” East, 20.88 feet to the POINT OF BEGINNING, containing 188.62 acres of land.

Parcel - 2

26.41 Acres

Johnson County, Texas

BEING 26.41 acres of land in the A. Kimbell Survey, Abstract Number 479, and the J. Bell Survey, Abstract No. 46, Johnson County, Texas; being part of that called 228.322 acre tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016, Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a mag nail with washer set stamped "MANHARD CONSULTING" at the northernmost northwest corner of said 228.322 acres, and being on the centerline of Maple Street (prescriptive roadway);

THENCE South 01°10'12" West leaving said centerline, a distance of 20.88 feet to a ½-inch iron rod;

THENCE North 89°49'45" East, a distance of 199.77 feet to a capped ½-inch iron rod stamped "DANNENBAUM";

THENCE South 01°00'47" West, a distance of 2,128.25 feet to a 5/8-inch iron rod stamped "FORT WORTH SURVEYING" for the POINT OF BEGINNING;

THENCE South 33°42'00" East, a distance of 978.06 feet to a point for corner;

THENCE South 12°47'36" East, a distance of 333.88 feet to a point in Chambers Creek;

THENCE westerly with Chambers Creek as follows:

South 76°51'54" West, 180.65 feet;

South 85°21'54" West, 200.10 feet;

North 86°16'06" West, 178.50 feet;

South 75°39'54" West, 300.00 feet;

South 79°27'54" West, 200.60 feet;

North 60°35'35" West, 113.10 feet;

North 26°54'15" West, 139.50 feet;

THENCE North 01°04'35" East leaving said Creek, 113.85 feet to a fence post;

THENCE North 01°15'43" East, a distance of 989.34 feet to a ½-inch iron rod;

THENCE North 88°03'11" East, a distance of 362.87 feet to a 60d nail;

THENCE North 89°48'52" East, a distance of 199.83 feet to the POINT OF BEGINNING, containing 26.41 acres of land more or less.

P/611.174001/doc/survey/legal Desc/Alvarado Sports Plex

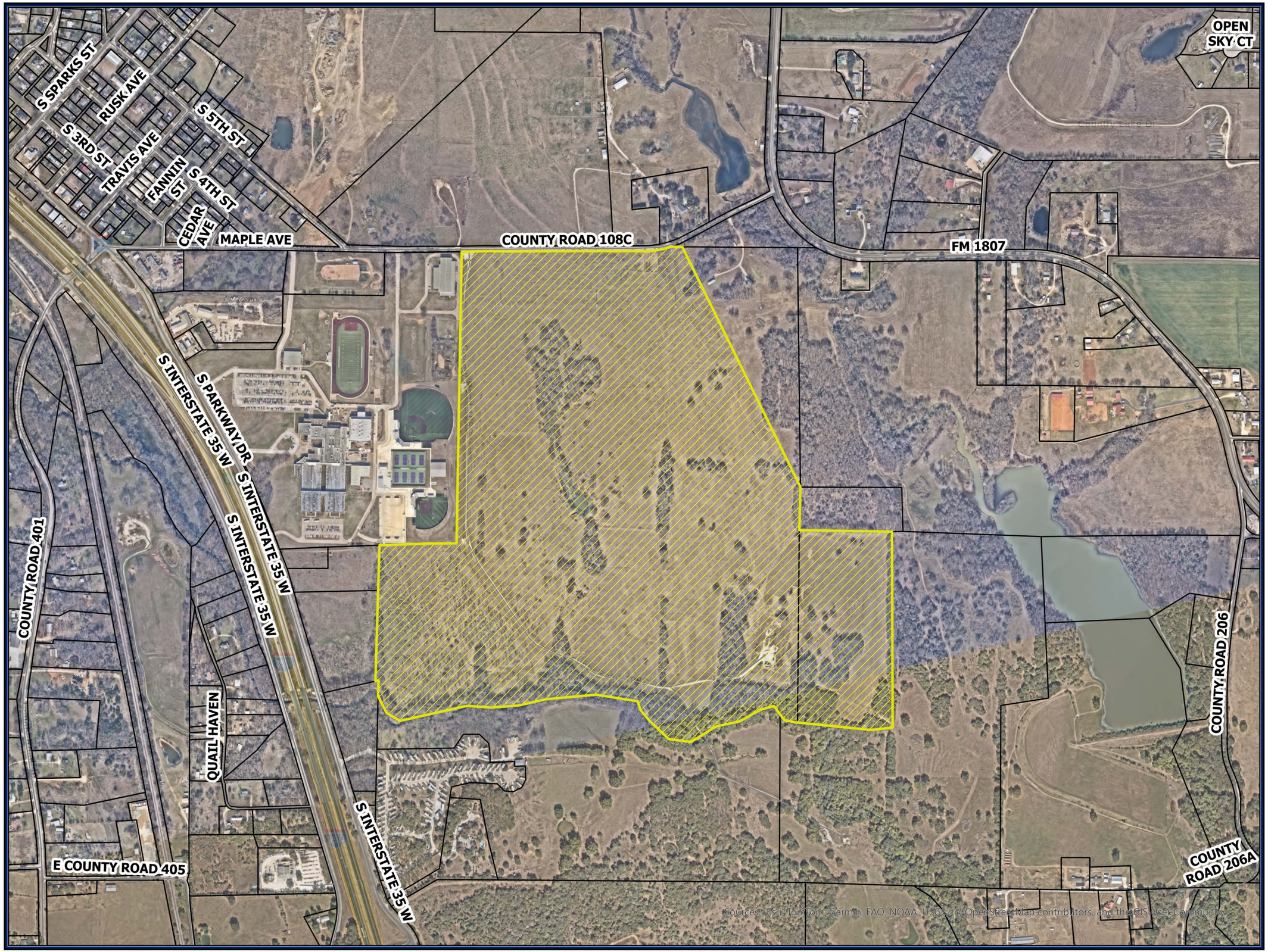


Exhibit B

Location Map

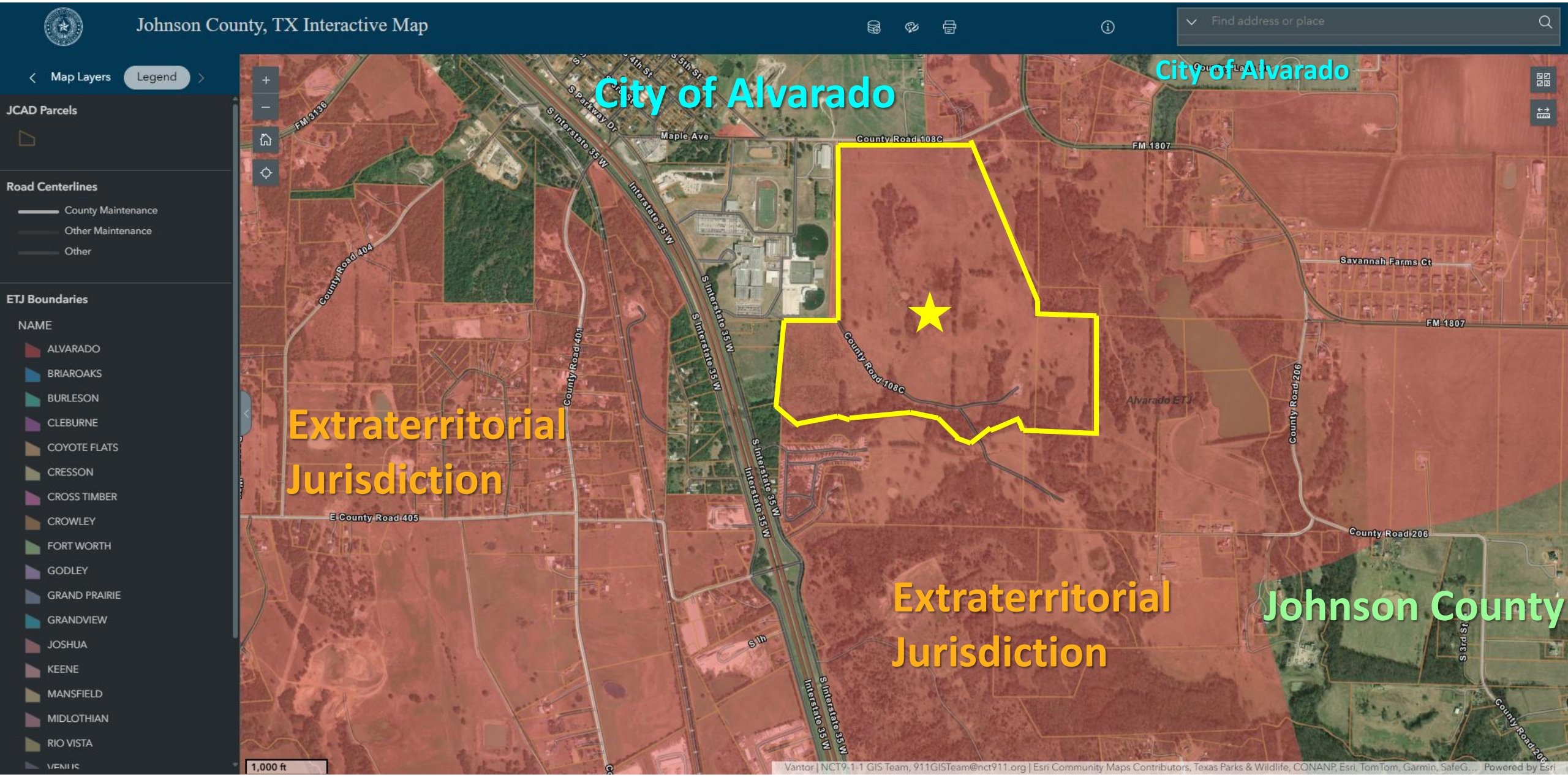
Legend

- Subject Property
- Roads
- Johnson County Parcels

N
W E
S

0 485 970 Feet

4/2/2026


Johnson County, TX Interactive Map
Find address or place
Map Layers
Legend
JCAD Parcels
Road Centerlines
County Maintenance
Other Maintenance
Other
ETJ Boundaries
NAME
ALVARADO
BRIAROAKS
BURLESON
CLEBURNE
COYOTE FLATS
CRESSON
CROSS TIMBER
CROWLEY
FORT WORTH
GODLEY
GRAND PRAIRIE
GRANDVIEW
JOSHUA
KEENE
MANSFIELD
MIDLOTHIAN
RIO VISTA
City of Alvarado
City of Alvarado
Extraterritorial Jurisdiction
Extraterritorial Jurisdiction
Johnson County
Alvarado ETJ
FM 3136
S Parkway Dr
Maple Ave
County Road 108C
FM 1807
Savannah Farms Ct
Interstate 35 W
County Road 404
County Road 401
E County Road 405
County Road 206
S 3rd St
1,000 ft
Vantor | NCT9-1-1 GIS Team, 911GISTeam@nct911.org | Esri Community Maps Contributors, Texas Parks & Wildlife, CONANP, Esri, TomTom, Garmin, SafeG... Powered by Esri

City Council Management Report
Meeting Date: 5/18/2026
Contact: Justin French, Community Development Director

AGENDA ITEM:
Public hearing, consideration and action on Ordinance 2026-0013, An Ordinance of the City of Alvarado, Texas, Rezoning from Agricultural (A) District to Planned Development (Pd) District for Garden Home (GN) District and Single Family Residential (Sf-2) District uses with Deviations and Development Plan approval on approximately 188.62 acres known as land in the R. Bell Survey, A-44, the J. Bell Survey, A-46, the T. Stephens Survey, A-778, and the A. Powers Survey, A-686; Rezoning from Agricultural (A) District to Floodplain & Nature (FN) District on approximately 26.1 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and Rezoning from Agricultural (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use(RMU) District on approximately 13.29 acres known as land in the A. Kimball Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive, in The City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a severability clause; Providing for publication in the Official Newspaper; and Providing an effective date. (Chambers Creek Rezone – French)

BACKGROUND & FINDINGS:
The Future Land Use Plan (FLUP) map within the Alvarado Comprehensive Plan designates the subject site for Master Planned Community with exception of a portion designated Floodplain. The Master Planned Community land use category is intended to function as complete, thoughtfully designed neighborhoods rather than collections of isolated subdivisions. These areas integrate housing, amenities, parks, and small commercial nodes into a cohesive and recognizable place. Master Planned Communities can also be primarily commercial in nature, as long as they are designed as a neighborhood or village, with complementary residential areas. The proposed rezoning is consistent with six out of seven of the design and place principals for the Master Planned Community character. The requested Regional Mixed-Use (RMU) zoning along the IH 35W frontage road allows structures up to 55 feet in height, while the Master Planned Community vision is typically no more than three stories. The proposed Floodplain + Nature (FN) District more or less follows FEMA designated floodplain as recommended by the comprehensive plan.

FINANCIAL IMPACT:
None

RECOMMENDATION:
On May 14, 2026, the Planning and Zoning Commission recommended _____ by a vote of _____. Because the proposed RMU District is adjacent to IH 35W frontage, part of the Chambers Creek development agreement, and buffered from future residential by the proposed FN District, the requested zoning is predominantly consistent with the FLUP's vision and the Comprehensive Plan. In other words, the zoning request is more consistent than it is not consistent with the design and place principals of the Master Planned Community character framework.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Other Attachments
2. Draft Ord 2026-0013 Zoning Map Amend

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

DATE: 4/7/2026 CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: Avalon Development Group LLC PH: (972) 679-1039

MAILING ADDRESS: 8144 Walnut Hill Ln. Suite 750 Dallas, TX 75231

APPLICANT IS THE: OWNER / LEASER / (PURCHASER) OF THE PROPERTY.
circle one

NAME OF OWNER: Alvarado 228 Development, LLC PH: (817) 357-2160

MAILING ADDRESS: 205 E Henderson St. Cleburne, TX 76031

STREET ADDRESS OF PROPERTY: 1303 S Parkway Dr. ACREAGE: 228.32

LEGAL DESCRIPTION: 126.0046.00470;126.0686.00280;126.0479.00380;126.0479.00381;126.0479.00400

PRESENT ZONE OF PROPERTY: AG & ETJ PRESENT USE: Vacant Land

REQUESTED ZONE: Planned Development PROPOSED USE: Residential & Commercial

REASON FOR CHANGE: Currently zoned AG to allow for residential and commercial development

USAGE OF ADJACENT PROPERTY

NORTH: Vacant Land

SOUTH: Vacant Land & RV Park

EAST: Vacant Land

WEST: Alvarado High School

NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property is not part of a subdivision or addition plat, give the complete metes and bounds description of the property and indicate the location of said property by identifying one or more adjacent tracts and/or rights-of-way or attach a surveyor's plat of the property.

APPLICANT'S SIGNATURE: _____

The undersigned hereby, on oath, states that he or she is the record owner of the property for which this application is made.

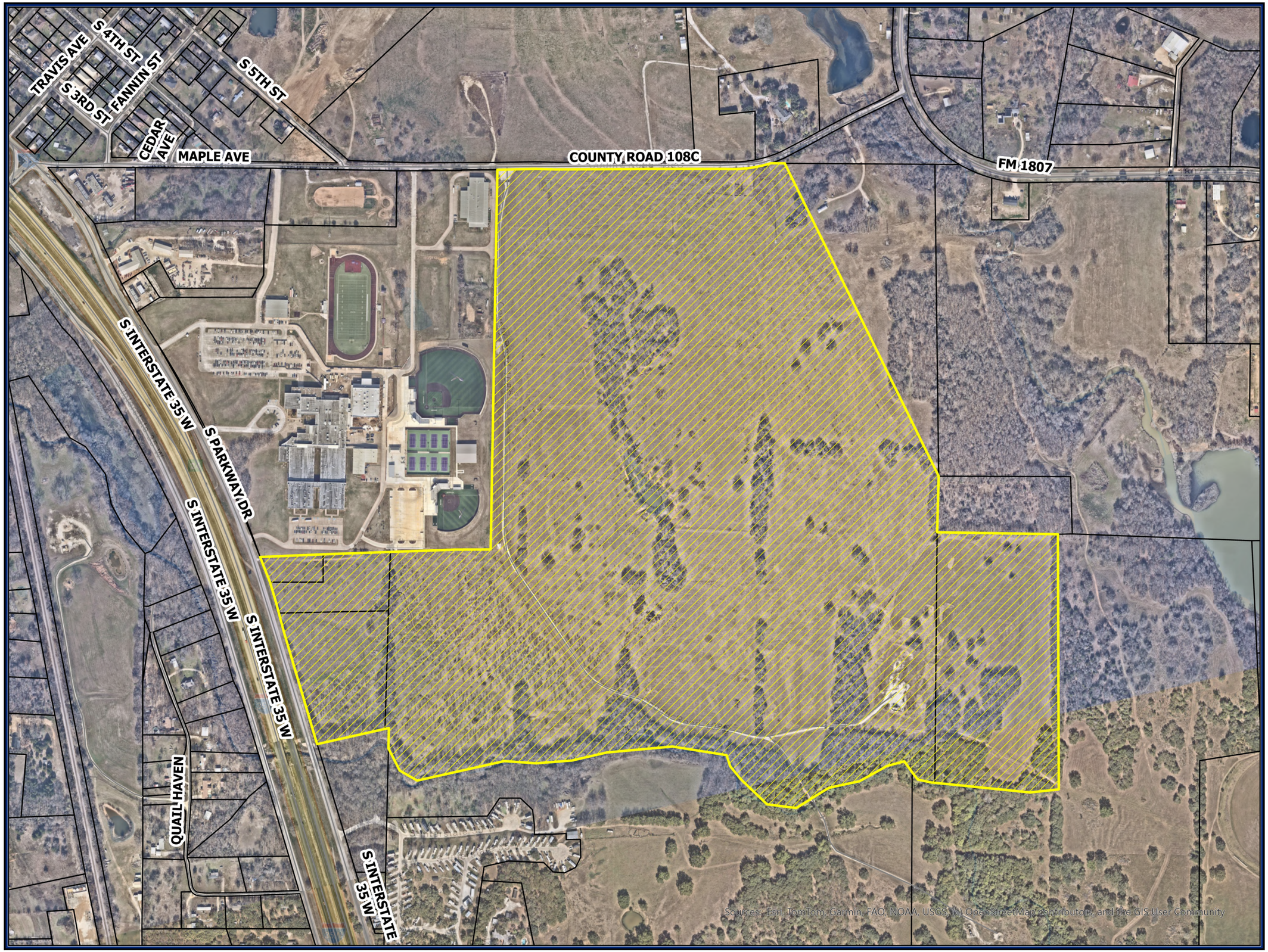
OWNER: _____

SWORN TO AND SUBSCRIBED before me this 7 day of April, 2026, by the person whose signature appears directly above.

ANGELIQUE WILLIAMS
NOTARY PUBLIC
STATE OF TEXAS
ID # 135518024
My Comm. Expires 06-02-2029

Seal

Angelique Williams
Notary Public in and for The State of Texas.
My Commission expires 6-2-2029



Location Map

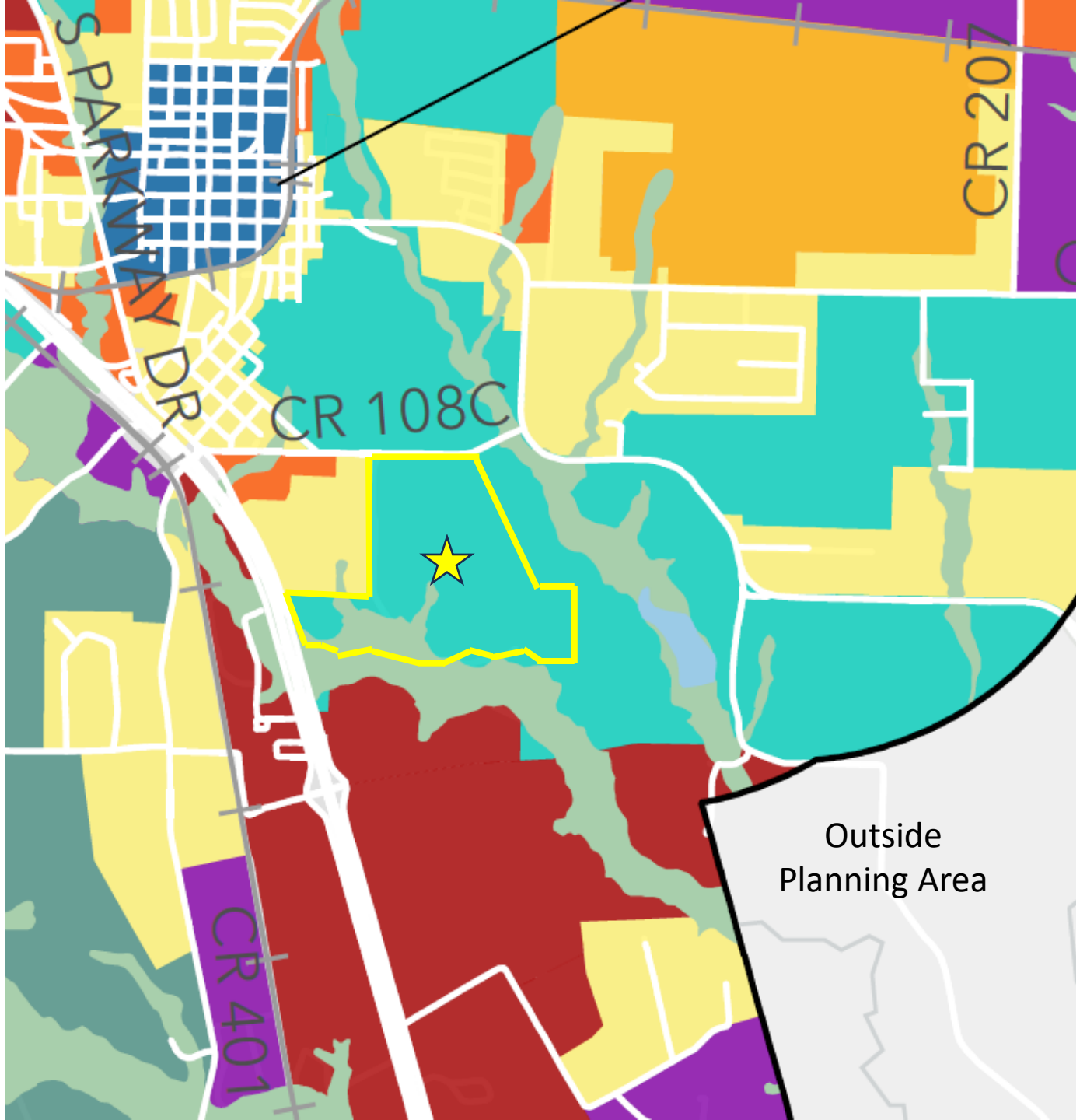
Legend

- Roads
- Subject Property
- Johnson County Parcels

N
W E
S

0 375 750
Feet

4/7/2026



Future Land Use Plan

Legend

- Floodplain
- Existing Neighborhood
- Lake Area
- Master Planned Community
- Downtown
- Neighborhood Mixed Use
- Commerce Flex
- Innovation
- Regional Mixed Use

VISION: CHARACTER FRAMEWORK

Future Land Use Plan (FLUP)

Master Planned Community

ROLE IN ALVARADO
Master Planned Communities accommodate growth while reinforcing Alvarado's values through great design and connectivity that support families and long-term identity.

CHARACTER VISION

Master Planned Communities are intended to function as complete, thoughtfully designed neighborhoods rather than collections of isolated subdivisions. These areas integrate housing, amenities, parks, and small commercial nodes into a cohesive and recognizable place. Master Planned Communities can also be primarily commercial in nature, as long as they are designed as a neighborhood or village, with complementary residential areas.

DESIGN + PLACE PRINCIPLES

- Maintain a maximum building height of two stories, with three stories possible at key intersections
- Integrate residential uses with neighborhood commercial, parks, schools, recreation, and open space
- Organize development around neighborhood centers, small commercial nodes, and community gathering spaces
- Incorporate green space, trails, and family-friendly recreation areas throughout the community
- Preserve floodplain and natural areas where possible
- Establish strategic and branded character and design across streetscapes, architecture, and signage
- Create connected internal networks of sidewalks and trails that support walkability and daily needs





VISION: CHARACTER FRAMEWORK

Future Land Use Plan (FLUP)

Floodplain + Nature

CHARACTER VISION

Floodplain + Nature areas form Alvarado's green space backbone. These green, natural spaces are essential to flood management, ecological health, and public access to open space. They are intentionally preserved as functional systems that protect the community, while enhancing quality of life and providing trail corridors.

DESIGN + PLACE PRINCIPLES

- Conserve floodplains and limit the level of development within these areas
- Support uses such as open space, parks, trails, and other low-impact amenities
- Preserve green, natural areas as functional floodplain and drainage systems
- Prioritize habitat preservation and enhancement, protection and installation of native landscaping, and natural drainage features
- Focus improvements on trails, passive recreation, and nature restoration
- Avoid development that increases flood risk or long-term maintenance obligations

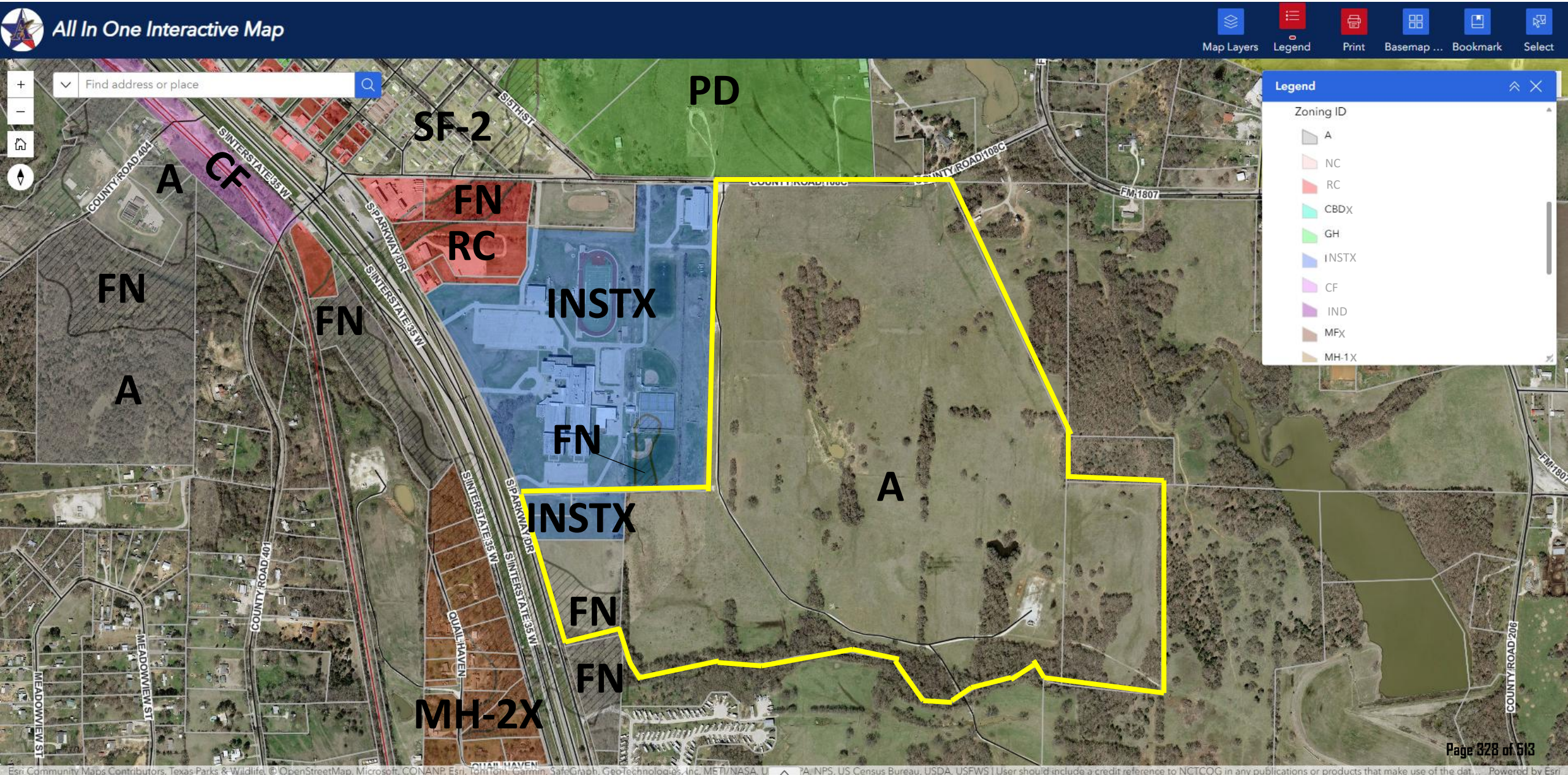
ROLE IN ALVARADO

Floodplain + Nature areas shape where development should not occur while strengthening resilience, recreation, and environmental stewardship across the city.

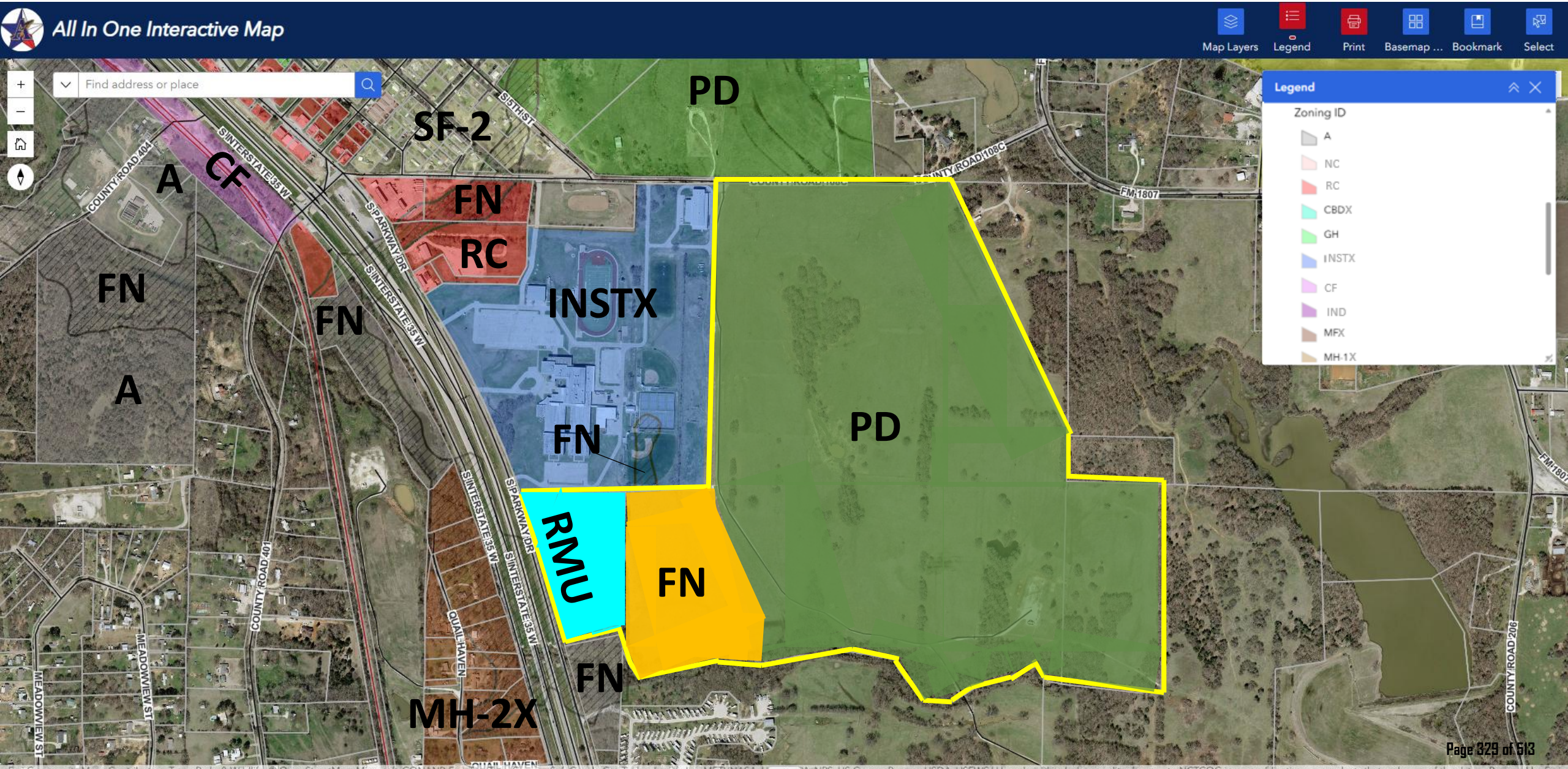




Current Zoning Map



Zoning Map with Proposed Amendment



§ 42-40. RMU Regional Mixed Use district

(a) Purpose. The RMU district is intended to provide for high intensity mixed uses, including highway-oriented commercial, residential, and hospitality uses. The uses permitted in the RMU district are not generally carried on completely within a building or structure and an expanded range of commercial uses is permitted. This district is reserved for areas adjacent to major highways and corridors.

(b) Permitted uses and parking regulations. In the RMU district, no building or land shall be used and no building shall be hereafter erected, placed, reconstructed, altered or enlarged, unless otherwise provided in this chapter, except for the following uses:

Use	Parking Regulations
Accessory building to main use	1 space per employee to be occupying the building
Amusement, commercial (indoor or outdoor)	1 space for every 1,000 square feet of gross floor area
Antique shop	1 space for every 200 square feet of floor area
Arts, crafts store (indoor or outdoor sales)	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee, plus 1 space for each 6 beds
Auto laundry	1 space per 200 square feet of floor space
Auto parts sales (inside)	1 space for every 200 square feet of floor area
Auto repair, minor	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Automobile and trailer sales area, new or used	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Automobile service station	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Bakery and confectionery, retail sales	1 space per 300 square feet of gross floor area
Bank, savings and loan, credit union	1 space per 200 square feet of gross floor area

Bar, tavern, nightclub	1 space per 300 square feet of gross floor area
Barber school or college	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Barbershop	1 space per 200 square feet of gross floor area
Beauty culture school; cosmetology spec. shop	6 or 1 space per 300 square feet of gross floor area
Beauty shop	1 space per 200 square feet of gross floor area
Bed and breakfast inn	2 enclosed spaces per unit, must be attached to main structure
Boat sales and storage	1 space per 300 square feet of gross floor area
Bowling alley	6 spaces for each lane
Building materials, hardware (inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Bus terminal	1 space per intended user
Business service	1 space per 300 square feet of gross floor area
Candle manufacturing	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Carwash	1 space per employee
Child care center	1 space per ten pupils/clients (design capacity)
Civic center	10 spaces plus 1 space for each 300 square feet of floor area in excess of 2,000 square feet. If an auditorium is included as part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains.
Clinic, medical or dental	1 space per 200 square feet of gross floor area
Community center, private	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains.
Community center, public	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains.

Concrete, asphalt batching plant (temporary)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Construction yard (temporary)	1 space per employee to be occupying the area
Convenience store	1 space per 300 square feet of gross floor area or 32 [sic]
Custom personal service shop	1 space per 200 square feet of gross floor area
Dance hall	1 space per 100 square feet of gross floor area
Discount, variety, or department store	1 space per 200 square feet of gross floor area
Drapery, needlework, or weaving shop	1 space per 300 square feet of gross floor area
Electrical substation	1 space per employee
Electrical transmission line	0 spaces
Engine and motor repair	3 spaces per service bay, plus 1 space per employee (maximum shift), plus 1 space per tow truck or other service vehicle
Exhibition area	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm equipment, sales and service	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Feed and farm supply (inside sales/storage)	1 space per 300 square feet of gross floor area
Feed and farm supply (outside sales/storage)	1 space per 300 square feet of gross floor area
Field or sales office, temporary	1 space per employee
Florist	1 space per 300 square feet of gross floor area
Food store; grocery store	1 space per 300 square feet of gross floor area
Fraternal organization, lodge or civic club	1.25 spaces per 200 square feet
Furniture and appliance repair and storage	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Furniture, appliance store	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Garage, private	1 space per employee to be occupying the garage
Garden (patio) home	2 enclosed spaces per unit, must be attached to main structure
Garden center (retail sales)	1 space per 200 square feet of gross floor area
Gas metering station	1 space per employee
General merchandise indoor auction	1 space per 300 square feet of gross floor area
General merchandise store	1 space per 200 square feet of gross floor area

Greenhouse or plant nursery, commercial	1 space per 200 square feet of floor area
Greenhouse or plant nursery, noncommercial	1 space per employee
Gymnastic or dance studio	1 space for each three seats at maximum seating capacity, plus 1 space for each 200 square feet
Handcraft shop	1 space per 300 square feet of gross floor area
Health club; gymnasium	1 space per employee plus 1 space per 100 square feet of floor area
Heliport or helistop	1 space if located on the ground
Hospital (acute care)	1 space for every 2 beds
Hospital (chronic care); long-term health care facility	1 space for each 2 beds
Hotel, motel, motor hotel, or motor lodge	1 space for each sleeping room, unit or guest accommodation, plus 1 space for each 300 square feet of commercial floor area
Laboratory, medical or dental	1 space per 300 square feet of gross floor area or 1 of the clinics
Laundry and cleaning, commercial	1 space per 300 square feet of gross floor area
Library	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains.
Liquefied petroleum gas, storage and sale (no bulk plants)	1 space per employee plus 1 space for every 2,000 square feet of floor area
Local utility distribution lines	0 spaces
Medical supplies, sales and service	1 space per 300 square feet of gross floor area
Metal dealer, crafted precious	1 space per 300 square feet of gross floor area
Mobile food vendor	0 spaces
Mortuary or funeral home	1 space per 500 square feet of gross floor space in slumber rooms, parlors, or individual funeral service rooms
Motorcycle sales and service	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Multiple-family residence	For residence 1-99 units, 1.5 spaces per unit. For residence over 100 units, 1.5 spaces per unit with 20% being a covered space.

Museum or art gallery	10 spaces plus 1 additional space for each 300 square feet of gross floor area in excess of 2,000 square feet. If an auditorium is included as a part of the building, its floor area shall be deducted from the total and additional parking provided on the basis of 1 space for each 4 seats that it contains.
Nonprofit animal shelter	1 space per 200 square feet of floor area
Nursery school, kindergarten	1 space per 10 pupils/clients (design capacity)
Office center	1 space per 300 square feet of gross floor area
Office, professional or general administrative	1 space per 300 square feet of gross floor area
Office-showroom/warehouse	1 space per 1,000 square feet of gross floor area for storage and warehousing, plus 1 space for each 100 square feet of office, sales or display area
Oil, gas, other mineral extraction	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space for each 1,000 square feet of gross floor area, whichever is greater
Park, playground or recreation center (public)	1 space per acre plus additional parking per facility constructed as herein provided
Parking lot or parking garage, automobile	1 space per employee, plus 1 space per vehicle to be parked
Pawn shop	1 space per 300 square feet of gross floor area
Personal service shop	1 space per 200 square feet of gross floor area
Pet shop	1 space per 300 square feet of gross floor area
Pharmacy	1 space per 300 square feet of gross floor area
Plumbing service	1 space per 300 square feet of gross floor area
Plumbing, heating, refrigeration or air conditioning business	1 space per 300 square feet of gross floor area
Post office, government and private	1 space per 300 square feet of gross floor area
Public or private franchised utility, excluding office buildings, garages, shops, railroad yards, loading yards, and warehouses	1 space per employee
Quick oil change facility	1 space per employee
Quick tune-up facility	1 space per employee
Racquetball facilities	4 spaces for each court
Radio, TV or microwave operation, amateur or commercial. (See further regulations in section 42-55(i).)	1 space per employee
Railroad station	1 space per employee, and if station is for public travel, 1 space for every 1,000 square feet of areas meant for public travel

Railroad team track and right-of-way	1 space per employee
Railroad track and right-of-way	1 space per employee
Residence hotel	1 space for each sleeping room per unit, plus 1 space for each 300 square feet of commercial floor area
Restaurant or cafeteria, with drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
Restaurant or cafeteria, without drive-in or drive-through service	1 parking space per 100 square feet of gross floor area
School, commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
School, private (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, public (primary and/or secondary)	1 space for each four seats in the main auditorium or 1 space for each classroom plus 1 space for each 2 students, whichever is greater
School, trade	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Second hand store, furniture/clothing	1 space per 200 square feet of gross floor area
Service, retail	1 space per 200 square feet of gross floor area
Sewage pumping station	0 spaces
Shopping center	1 space per 200 square feet of gross floor area. The total floor area used for restaurants and cafeterias (but not including private clubs) which exceeds 10 percent of the shopping center floor area, shall require an additional 1 parking space per 100 square feet of gross floor area.
Shops, office and/or storage area of public or private utility	1 space per employee
Single-family dwelling, attached	2 enclosed spaces per unit, must be attached to the main structure
Stadium or playfield	1 parking space for each 4 seats or bench seating spaces
Studio (photographer, musician, artist)	1 space per 200 square feet of gross floor area
Studio for radio and television	1 space per 200 square feet of gross floor area
Swimming pool, commercial	1 space for each 100 square feet of gross water surface and deck area
Tanning salon	1 space per 200 square feet of gross floor area
Tattoo parlor/body piercing studio	1 space per 200 square feet of gross floor area
Teen club	1 space for every 1,000 square feet of floor area
Telephone exchange	1 space per employee

Telephone line	0 spaces
Theater (indoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (with outside storage)	1 space for every 200 square feet of floor area
Tool rental shop	1 space per 200 square feet of gross floor area
Transit station or turnaround	1 space per intended user
Truck sales	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Vertically mixed-use commercial and residential	The sum of the parking ratio for commercial use(s) and the parking ratio for residential uses within the building
Washateria	1 space per 200 square feet of gross floor area
Water pumping station or well	0 spaces
Water storage, elevated or ground	0 spaces
Water treatment plant	1 space per employee

(c) District restrictions. The following restrictions shall apply to uses in the RC district:

(1) The business shall be conducted wholly within an enclosed building;

(2) Required yards shall not be used for display, sale, or storage of merchandise or for the storage of vehicles, equipment, containers, or refuse facilities;

(3) All merchandise shall be sold at retail on the premises; and

(4) Such use shall not be objectionable because of odor, excessive light, smoke, dust, noise, vibration, or similar nuisance.

(d) Development criteria. Unless otherwise specifically provided in this section, the following development criteria shall apply to this district:

(1) Every use, or any part thereof, that is not conducted within a building completely enclosed on all sides shall be enclosed within a wall or fence a minimum of six feet and a maximum of ten feet in height. Such wall or fence shall completely screen all operations conducted within such wall or fence from observation. No exterior storage area shall encroach into any of the required yards. All outside storage shall be placed upon an all-weather hard surface. The screening requirements set forth above shall not apply to:

a. Off-street parking of motor vehicles in operable condition;

b. Off-street loading;

c. Permitted display of merchandise for sale to the public; and

d. Establishments of the drive-in type.

(2) The first ten feet of the required front yard setback, measured from the property line, shall be landscaped with trees, grass and shrubs, provided with pedestrian walks to the front of the building and maintained in a neat and attractive condition. The balance of said required setback may be utilized for off-street parking.

(3) No loading or storage of material or products shall be permitted in the required front yard.

(4) Pedestrian walkways shall be provided along the perimeter of buildings (where feasible) and connect to walkways, sidewalks, and/or trails within the development.

(e) Specific uses. The following specific uses are allowed in the RMU district when authorized under the provisions of section 42-45:

Use	Parking Regulations
Air conditioning and refrigeration contractor	1 space for every 200 square feet of floor area
Airport, landing field	1 space per employee, plus 1 space per stored vehicle
Arcade	1 space for every 200 square feet of floor area
Assisted living facility	1 space per employee to be occupying the building
Auto leasing	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Brew pub	1 space per 100 square feet of gross floor area
Building materials, hardware (outside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
Cabinet and upholstery shop	1 space per 300 square feet of gross floor area
Cemetery or mausoleum	1 space per employee plus 1 space for every 1,000 square feet of gross floor area
Church, rectory, place of worship	1 space for every 4 seats in the main auditorium
Cleaning and dyeing, small shop	1 space per 300 square feet of gross floor area
College or university	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Community home	1 space per employee to be occupying the building
Electric power generating plant	1 space per employee
Fairgrounds	1 space per employee, plus 1 space for each 2 patrons based on maximum patron load
Farm seed and/or fertilizer sales/storage (inside)	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Flea market	1.5 spaces for each 200 square feet of gross floor area or market area
Golf driving range	1 space per employee plus 1 space per 5,000 square feet of floor area
Heavy machinery sales	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet

Kennel (with or without outside pens)	1 space per 200 square feet of floor area
Microbrewery	1 space per 200 square feet of floor area
Microdistillery	1 space per 200 square feet of floor area
Newspaper printing	1 space per 300 square feet of gross floor area
Parking lot or parking garage, truck parking	1 space per employee, plus 1 space per vehicle to be parked
Pipe sales and supply	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Print shop	1 space per 300 square feet of gross floor area
Pump sales, repair and maintenance	1 space for each 2 employees on the maximum working shift, plus space to accommodate all vehicles used in connection therewith, but not less than 1 space per 1,000 square feet of gross floor area, whichever is greater
Registered family home	1 space per employee
Retirement housing	1 space for each 6 beds per unit
Sand, gravel, stone or earth sales	1 space per 300 square feet of gross floor area
School, trade or commercial	1 space for each 2 students, plus 1 space for each classroom, laboratory or instruction area
Self storage; mini-warehouse	4 spaces per complex, plus 1 space per 5,000 square feet of storage area
Servant's, caretaker's or guard's residence	1 space per unit
Service yards of government agency	1 space per employee
Sewage treatment plant	1 space per employee
Solid waste transfer station	1 space per employee
Storage/wholesale warehouse, light	1 space for each 2 employees, or 1 space per 1,000 square feet of total gross floor area, whichever is greater
Swimming pool, private	1 space for each 100 square feet of gross water surface and deck area
Theater (outdoor)	1 space for each 4 seats or bench seating spaces
Tire dealer (no outside storage)	1 space for every 200 square feet of floor area
Tobacco sales	1 space per 200 square feet of gross floor area
Trailer rental	1 space per 200 square feet of gross floor area
Travel trailer, manufactured housing or manufactured home display and sales	1 space per 200 square feet of gross floor area

Truck and bus leasing	1 space per employee, plus 1 space per stored vehicle, plus 1 space for each 500 square feet of indoor floor area or 1 space for each 1,000 square feet of outdoor area, whichever is greater
Truck or motor freight terminal	1 space per employee plus one space for each intended vehicle to be accommodated
Vendor, stationary	1 space per 200 square feet of gross floor area
Veterinarian clinic (with or without outside pens)	1 space per 200 square feet of gross floor area

(f) Development requirements.

Minimum lot area:	4,000 square feet
Minimum lot width:	50 linear feet
Minimum lot depth:	80 linear feet
Minimum front yard:	25/35 linear feet[1]
Minimum side yard:	No side yard is required except that a side yard of not less than 15 feet shall be provided on the side of a lot abutting a residential use or district.
Minimum rear yard:	No rear yard is required except that a rear yard of not less than 25 feet shall be provided upon that portion of a lot abutting a residential use or district.
Maximum ground coverage:	90 percent
Maximum density per acre:	45 du/ac
Height	55 linear feet[2]

[1] The first number in the column is the required setback for a front yard abutting a residential street; the second number in the column is the required setback for a front yard abutting a collector or major street.

[2] No building shall exceed 55 feet in height, except cooling towers, roof gables, chimneys, vent stacks, or mechanical equipment rooms, which may project not more than 12 feet beyond the maximum building height. The height restrictions of this district shall not apply to church steeples.

(g) Screening devices. In the event that the RC district abuts or is adjacent to a lot zoned SF-1, SF-2, GH, MH-1X, MH-2X, MH-3X, DD, TH, or MFX, no windows shall be permitted above ten feet on the building sides facing such residential district. In addition, a masonry or wood wall shall be constructed on the nonresidential property adjacent to the common property line. Except as provided by section 42-59, the wall shall have a minimum height of six feet above the average grade and shall taper to a height of three feet at the front building setback. Screening located exclusively along the front building setback must be an irrigated earthen berm, hedge, or decorative fencing only. This screening shall be maintained throughout the existence of the commercial use by the owner of the property or an associated property owners association.

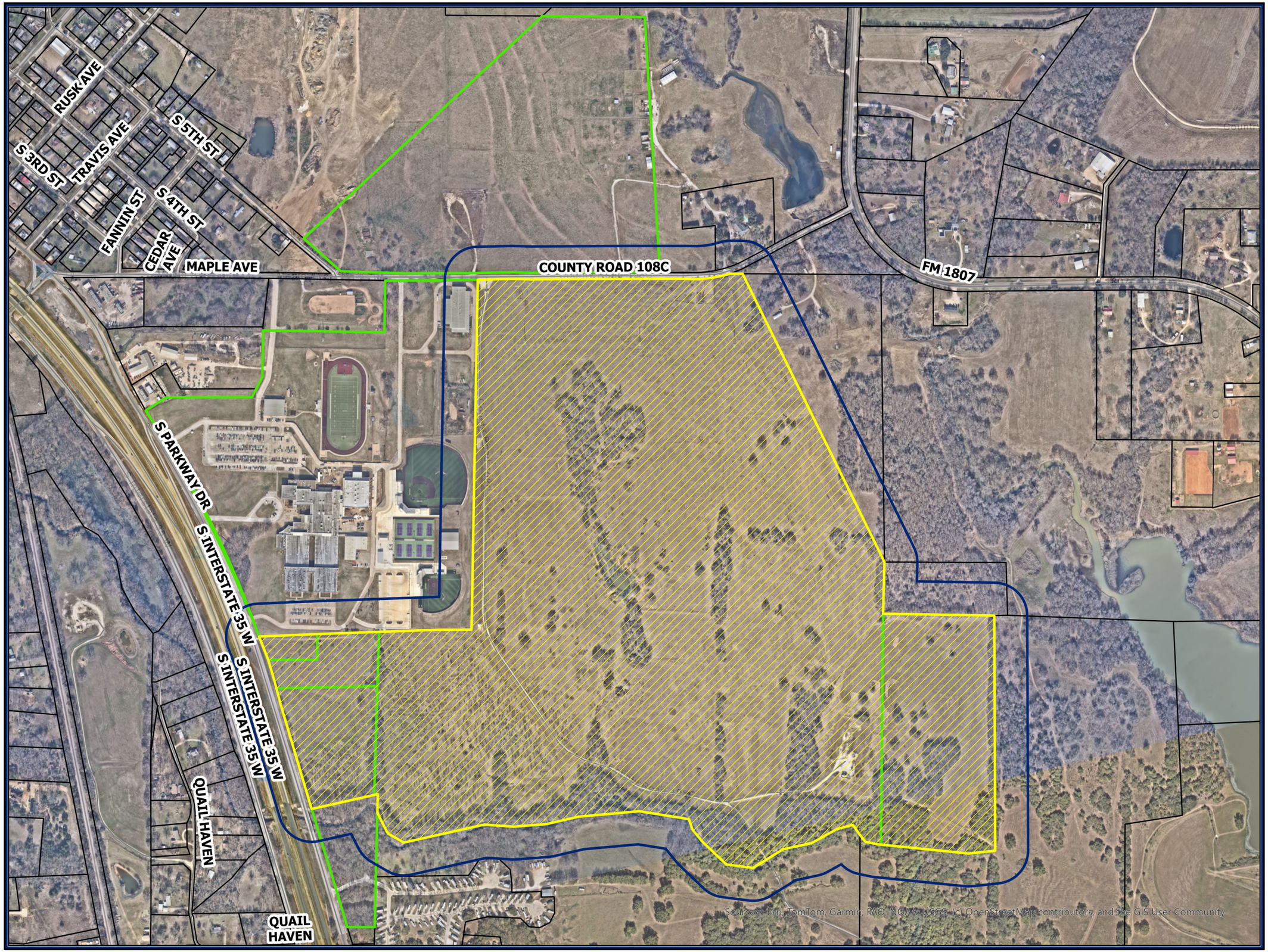
(h) Masonry requirements.

(1) All single-story buildings hereafter constructed or placed in the RMU district shall have at least 75 percent of their exterior wall surface constructed of masonry and/or glass pane.

(2) All buildings having more than a single story hereafter constructed or placed in the RMU district

shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.

(3) All additions hereafter constructed to buildings in the RMU district shall have at least 50 percent of their exterior wall surface constructed of masonry and/or glass pane.



Notification Map

Legend

- Roads
- Subject Property
- Johnson County Parcels
- 200 FT Buffer
- Notifications

N
W E
S

0 405 810 Feet

4/7/2026

Property ID	Owner Name	Owner Address
R000110924	BLOOMFIELD HOMES LP	1900 W KIRKWOOD BLVD STE 2300 B SOUTHLAKE, TX 76092-0000
R000002512	ALVARADO 228 DEVELOPMENT LLC	205 E HENDERSON ST CLEBURNE, TX 76031-0000
R000016792	ALVARADO 228 DEVELOPMENT LLC	205 E HENDERSON ST CLEBURNE, TX 76031-0000
R000012036	ALVARADO ISD	P O BOX 387 ALVARADO, TX 76009-0000
R000012038	ALVARADO 228 DEVELOPMENT LLC	205 E HENDERSON ST CLEBURNE, TX 76031-0000
R000012037	ALVARADO 228 DEVELOPMENT LLC	205 E HENDERSON ST CLEBURNE, TX 76031-0000
R000012039	ALVARADO 228 DEVELOPMENT LLC	205 E HENDERSON ST CLEBURNE, TX 76031-0000
R000012023	BERYL RESOURCES LLC	2830 S HULEN NO 384 FT WORTH, TX 76109-0000
R000125680	ALVARADO ISD	P O BOX 387 ALVARADO, TX 76009-0000

City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ◆ www.cityofalvarado.org

April 22, 2026

Dear Property Owner,

The City of Alvarado has received the request made by L. Wayne Powell represented by Ted Murphy with Avalon Development Group LLC for approval of a zoning change from Agricultural (A) District to Planned Development (PD) District for Garden Home (GH) District and Single Family Residential (SF-2) District uses with deviations and development plan approval on approximately 188.62 acres known as tracts in the R. Bell Survey, A-44, J. Bell Survey, A-46, T. Stephens Survey, A-778, and the A. Powers Survey, A-686; a zoning change from Agriculture (A) District to Floodplain & Nature (FN) District on approximately 26.41 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and a zoning change from Agriculture (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 14th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 18th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

According to City and County Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the requested zoning change. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request. For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or via email below.

Sincerely,

Justin French

Justin French, AICP, Community Development Director, City of Alvarado
frenchj@cityofalvarado.org

Member Texas Municipal League

City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ◆ www.cityofalvarado.org

April 22, 2025

Alvarado 228 Development, LLC
Attn: L. Wayne Powell
205 E. Henderson Street
Cleburne, TX 76031

The City of Alvarado has received your request for approval of a zoning change from Agricultural (A) District to Planned Development (PD) District for Garden Home (GH) District and Single Family Residential (SF-2) District uses with deviations and development plan approval on approximately 188.62 acres known as tracts in the R. Bell Survey, A-44, J. Bell Survey, A-46, T. Stephens Survey, A-778, and the A. Powers Survey, A-686; a zoning change from Agriculture (A) District to Floodplain & Nature (FN) District on approximately 26.41 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and a zoning change from Agriculture (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive.

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For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,

Justin French

Justin French, AICP
Community Development Director
City of Alvarado

City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ◆ www.cityofalvarado.org

April 22, 2025

Avalon Development Group, LLC
Attn: Ted Murphy
8144 Walnut Hill Ln. Suite 750
Dallas, TX 75231

The City of Alvarado has received your request for approval of a zoning change from Agricultural (A) District to Planned Development (PD) District for Garden Home (GH) District and Single Family Residential (SF-2) District uses with deviations and development plan approval on approximately 188.62 acres known as tracts in the R. Bell Survey, A-44, J. Bell Survey, A-46, T. Stephens Survey, A-778, and the A. Powers Survey, A-686; a zoning change from Agriculture (A) District to Floodplain & Nature (FN) District on approximately 26.41 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and a zoning change from Agriculture (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive.

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For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,

Justin French

Justin French, AICP
Community Development Director
City of Alvarado

City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ◆ www.cityofalvarado.org

April 22, 2026

Dear Dr. Kenneth Estes,

The City of Alvarado has received the request made by L. Wayne Powell represented by Ted Murphy with Avalon Development Group LLC for approval of a zoning change from Agricultural (A) District to Planned Development (PD) District for Garden Home (GH) District and Single Family Residential (SF-2) District uses with deviations and development plan approval on approximately 188.62 acres known as tracts in the R. Bell Survey, A-44, J. Bell Survey, A-46, T. Stephens Survey, A-778, and the A. Powers Survey, A-686; a zoning change from Agriculture (A) District to Floodplain & Nature (FN) District on approximately 26.41 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46; and a zoning change from Agriculture (A) District with a portion in the Floodplain (FP) Overlay District to Regional Mixed Use (RMU) District on approximately 13.29 acres known as land in the A. Kimbell Survey, A-479, and the J. Bell Survey, A-46, all approximately addressed at 1303 S. Parkway Drive. Approval of this rezoning request is anticipated to yield approximately 714 single-family, detached dwelling units, a municipal sports complex, and commercial pad sites adjacent to the IH-35W frontage road.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 14th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 18th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

This notice is provided in accordance with Section 211.007(c-1) of the Texas Local Government Code. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request. For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,

Justin French

Justin French, AICP, Community Development Director, City of Alvarado

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING FROM AGRICULTURAL (A) DISTRICT TO PLANNED DEVELOPMENT (PD) DISTRICT FOR GARDEN HOME (GH) DISTRICT AND SINGLE FAMILY RESIDENTIAL (SF-2) DISTRICT USES WITH DEVIATIONS AND DEVELOPMENT PLAN APPROVAL ON APPROXIMATELY 188.62 ACRES KNOWN AS LAND IN THE R. BELL SURVEY, A-44, THE J. BELL SURVEY, A-46, THE T. STEPHENS SURVEY, A-778, AND THE A. POWERS SURVEY, A-686; REZONING FROM AGRICULTURAL (A) DISTRICT TO FLOODPLAIN & NATURE (FN) DISTRICT ON APPROXIMATELY 26.1 ACRES KNOWN AS LAND IN THE A. KIMBELL SURVEY, A-479, AND THE J. BELL SURVEY, A-46; AND REZONING FROM AGRICULTURAL (A) DISTRICT WITH A PORTION IN THE FLOODPLAIN (FP) OVERLAY DISTRICT TO REGIONAL MIXED USE (RMU) DISTRICT ON APPROXIMATELY 13.29 ACRES KNOWN AS LAND IN THE A. KIMBALL SURVEY, A-479, AND THE J. BELL SURVEY, A-46, ALL APPROXIMATELY ADDRESSED AT 1303 S. PARKWAY DRIVE, IN THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 11 days before such hearing; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Alvarado, Texas at least 16 days before such hearing; and

WHEREAS, public hearings to change the zoning on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the zoning change; and

WHEREAS, The City Council finds the proposed zoning is consistent with the Future Land Use Plan; and

WHEREAS, The City Council is of the opinion that the zoning change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Alvarado;

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

SECTION 1. That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended to change the zoning designation on the herein described properties and areas known as a 188.62-acre Parcel, a 26.1-acre Parcel, and a 13.29-acre Parcel in Exhibit "A" of this ordinance.

SECTION 2. The Permitted Uses and Development Standards attached hereto as Exhibit "B" and the Development Plan attached hereto as Exhibit "C" as incorporated herein for all purposes allowed by law, are hereby approved as the Permitted Uses, Development Standards, and Development Plan for the 188. Planned Development District.

SECTION 3. This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances of the City of Alvarado, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance involving zoning, fire safety, or public health and sanitation shall be fined not more than Two Thousand Dollars ($2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 6. The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time for two days in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

SECTION 7. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND SO IT IS ORDAINED.

Passed on this the 18th day of May, 2026 by a vote of ____ to ____.

ATTEST: **CITY OF ALVARADO**

_____ **By: _____**

Bobbie Jo Taylor, City Secretary **Jacob Wheat, Mayor**

Exhibit "A"
Metes & Bounds Descriptions

(See Next Page)

BEING 188.62 acres of land in the Robert Bell Survey, Abstract Number 44, J. Bell Survey, Abstract No. 46, T. Stephens Survey, Abstract No. 778, and the Ambrose Powers Survey, Abstract Number 686, Johnson County, Texas; being part of that certain tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016 Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

BEGINNING at a mag nail with washer set stamped “MANHARD CONSULTING” at the northernmost northwest corner;

THENCE North 89°45'44” East, a distance of 1,669.99 feet to a yellow capped 5/8” iron rod set stamped “MANHARD CONSULTING”;

THENCE North 62°48'30” East, continuing along said line, a distance of 147.84 feet to a mag nail with washer set stamped “MANHARD CONSULTING” at the northeast corner;

THENCE South 25°14'01” East, along the common line, a distance of 2,002.48 feet to a 1/2” iron rod found;

THENCE South 01°37'36” West, a distance of 314.22 feet to a found fence post;

THENCE South 89°01'16” East, a distance of 676.85 feet to a found 1/2" iron rod;

THENCE South 00°12'15” East, a distance of 1,428.77 feet to a 1/2" iron rod found at the southeast corner;

THENCE South 82°22'29” West, a distance of 160.00 feet to a capped 5/8" iron rod found stamped "RPLS 4838";

THENCE North 84°13'06” West, 557.60 feet to a point for corner;

THENCE North 78°11'06” West, 75.80 feet to a point for corner;

THENCE North 36°28'06” West, 127.40 feet to a point for corner;

THENCE South 75°02'54” West, 101.10 feet to a point for corner;

THENCE South 60°58'54” West, 175.40 feet to a point for corner;

THENCE South 77°47'51” West, 175.00 feet to a point for corner;

THENCE South 56°30'54” West, 172.60 feet to a point for corner;

THENCE North 86°37'06” West, 202.00 feet to a point for corner;

THENCE North 55°59'06” West, 54.80 feet to a point for corner;

THENCE North 45°42'06” West, 143.80 feet to a point for corner;

THENCE North 35°43'06” West, 100.00 feet to a point for corner;

THENCE North 21°54'06” West, 58.20 feet to a point for corner;

THENCE North 78°48'06” West, 186.90 feet to a point for corner;

THENCE North 80°49'06” West, 120.90 feet to a point for corner;

THENCE South 84°37'54” West, 367.50 feet to a point for corner;

THENCE South 76°51'54” West, 22.35 feet to a point for corner;

THENCE North 12°47'36” West, 333.88 feet to a point for corner;

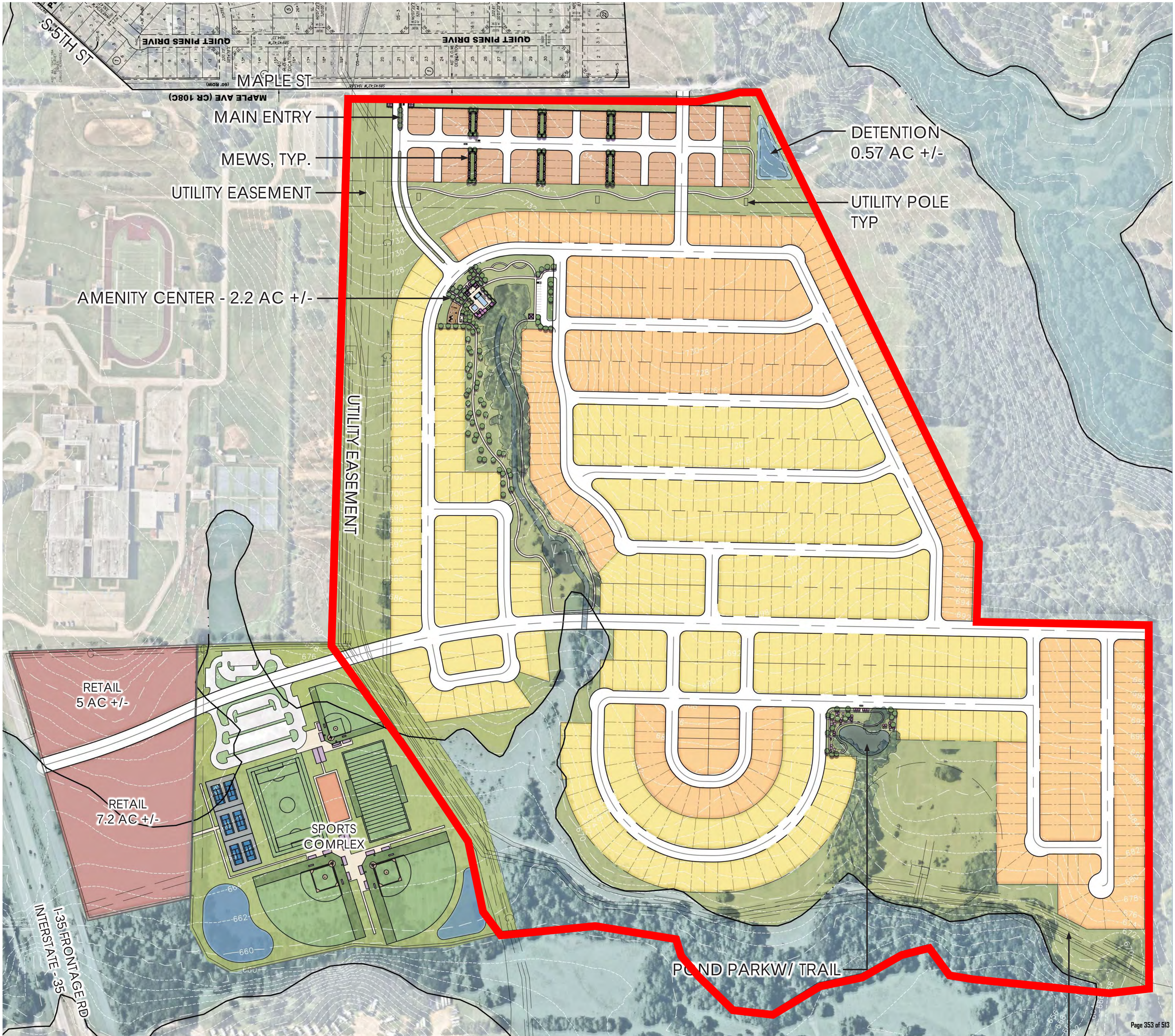
THENCE North 33°45'46” West, 978.77 feet to a point for corner;

THENCE North 89°48'52” East, 1.29 feet to a point for corner;

THENCE North 01°00'47” East, 2,128.25 feet to a point for corner;

THENCE South 89°49'45” West, 199.77 feet to a point for corner;

THENCE North 01°10'12” East, 20.88 feet to the POINT OF BEGINNING, containing 188.62 acres of land.


S 5TH ST
MAPLE ST
MAPLE AVE (CR 108C)
QUIET PINES DRIVE
QUIET PINES DRIVE
MAIN ENTRY
MEWS, TYP.
UTILITY EASEMENT
AMENITY CENTER - 2.2 AC +/-
DETENTION
0.57 AC +/-
UTILITY POLE
TYP
UTILITY EASEMENT
RETAIL
5 AC +/-
RETAIL
7.2 AC +/-
SPORTS
COMPLEX
I-35 FRONTAGE RD
INTERSTATE - 35
POND PARKW/ TRAIL

Alvarado – Sports Complex
26.41 Acres
Johnson County, Texas

BEING 26.41 acres of land in the A. Kimbell Survey, Abstract Number 479, and the J. Bell Survey, Abstract No. 46, Johnson County, Texas; being part of that called 228.322 acre tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016, Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a mag nail with washer set stamped "MANHARD CONSULTING" at the northernmost northwest corner of said 228.322 acres, and being on the centerline of Maple Street (prescriptive roadway);

THENCE South 01°10'12" West leaving said centerline, a distance of 20.88 feet to a ½-inch iron rod;

THENCE North 89°49'45" East, a distance of 199.77 feet to a capped ½-inch iron rod stamped "DANNENBAUM";

THENCE South 01°00'47" West, a distance of 2,128.25 feet to a 5/8-inch iron rod stamped "FORT WORTH SURVEYING" for the POINT OF BEGINNING;

THENCE South 33°42'00" East, a distance of 978.06 feet to a point for corner;

THENCE South 12°47'36" East, a distance of 333.88 feet to a point in Chambers Creek;

THENCE westerly with Chambers Creek as follows:

South 76°51'54" West, 180.65 feet;

South 85°21'54" West, 200.10 feet;

North 86°16'06" West, 178.50 feet;

South 75°39'54" West, 300.00 feet;

South 79°27'54" West, 200.60 feet;

North 60°35'35" West, 113.10 feet;

North 26°54'15" West, 139.50 feet;

THENCE North 01°04'35" East leaving said Creek, 113.85 feet to a fence post;

THENCE North 01°15'43" East, a distance of 989.34 feet to a ½-inch iron rod;

THENCE North 88°03'11" East, a distance of 362.87 feet to a 60d nail;

THENCE North 89°48'52" East, a distance of 199.83 feet to the POINT OF BEGINNING, containing 26.41 acres of land more or less.

P/611.174001/doc/survey/legal Desc/Alvarado Sports Plex

EXHIBIT I - SPORTS PARK PROPOSED CONCEPT PLAN & METES AND BOUNDS

S 5TH ST

MAPLE ST

MAPLE AVE (CR 108C)

QUIET PINES DRIVE

MAIN ENTRY

MEWS, TYP.

UTILITY EASEMENT

AMENITY CENTER - 2.2 AC +/-

DETENTION
0.57 AC +/-

UTILITY POLE
TYP

UTILITY EASEMENT

RETAIL
5 AC +/-

RETAIL
7.2 AC +/-

SPORTS
COMPLEX

I-35 FRONTAGE RD
INTERSTATE - 35

POND PARKW/ TRAIL

13.29 Aces – Commercial Tract
Johnson County Texas

BEING 13.29 acres of land in the A. Kimbell Survey, Abstract Number 479, and the J. Bell Survey, Abstract No. 46, Johnson County, Texas; being part of that called 228.322 acre tract of land described in a Warranty Deed to Alvarado 228 Development. LLC. as recorded in Book 2016, Page 2678, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being more particularly described, by metes and bounds, as follows:

COMMENCING at a mag nail with washer stamped "MANHARD CONSULTING" for the northernmost northwest corner, being on the centerline of Maple Street (prescriptive roadway);

THENCE South 01°10'12" West, a distance of 20.88 feet to a ½-inch iron rod;

THENCE North 89°49'45" East, a distance of 199.77 feet to a capped ½-inch iron rod stamped "DANNENBAUM";

THENCE South 01°00'47" West, a distance of 2,128.25 feet to a ½-inch capped iron rod stamped "FORT WORTH SURVEYING";

THENCE South 89°48'52" West, a distance of199.83 feet to a 60-d nail;

THENCE South 88°03'11" West, a distance of 362.87 feet to a ½-inch iron rod for the POINT OF BEGINNING;

THENCE South 01°15'43" West, a distance of 989.34 feet to a point for corner;

THENCE South 77°34'21" West, a distance of 401.58 feet a point for corner on the easterly right of way line for Interstate 30;

THENCE northerly with said right of way line as follows:

> North 16°34'19" West, a distance of 824.58 feet a 1-inch smooth iron rod for the beginning of a curve;
>
> Along a curve to the left, having a radius of 5,904.58 feet, a delta of 02°38'45", an arc length of 272.67 feet, and whose long chord bears North 17°50'20" West, 272.65 feet to a point for corner;

THENCE North 87°59'41" East leaving said right of way line, a distance of 733.11 feet to the POINT OF BEGINNING, containing 13.29 acres of land, more or less.

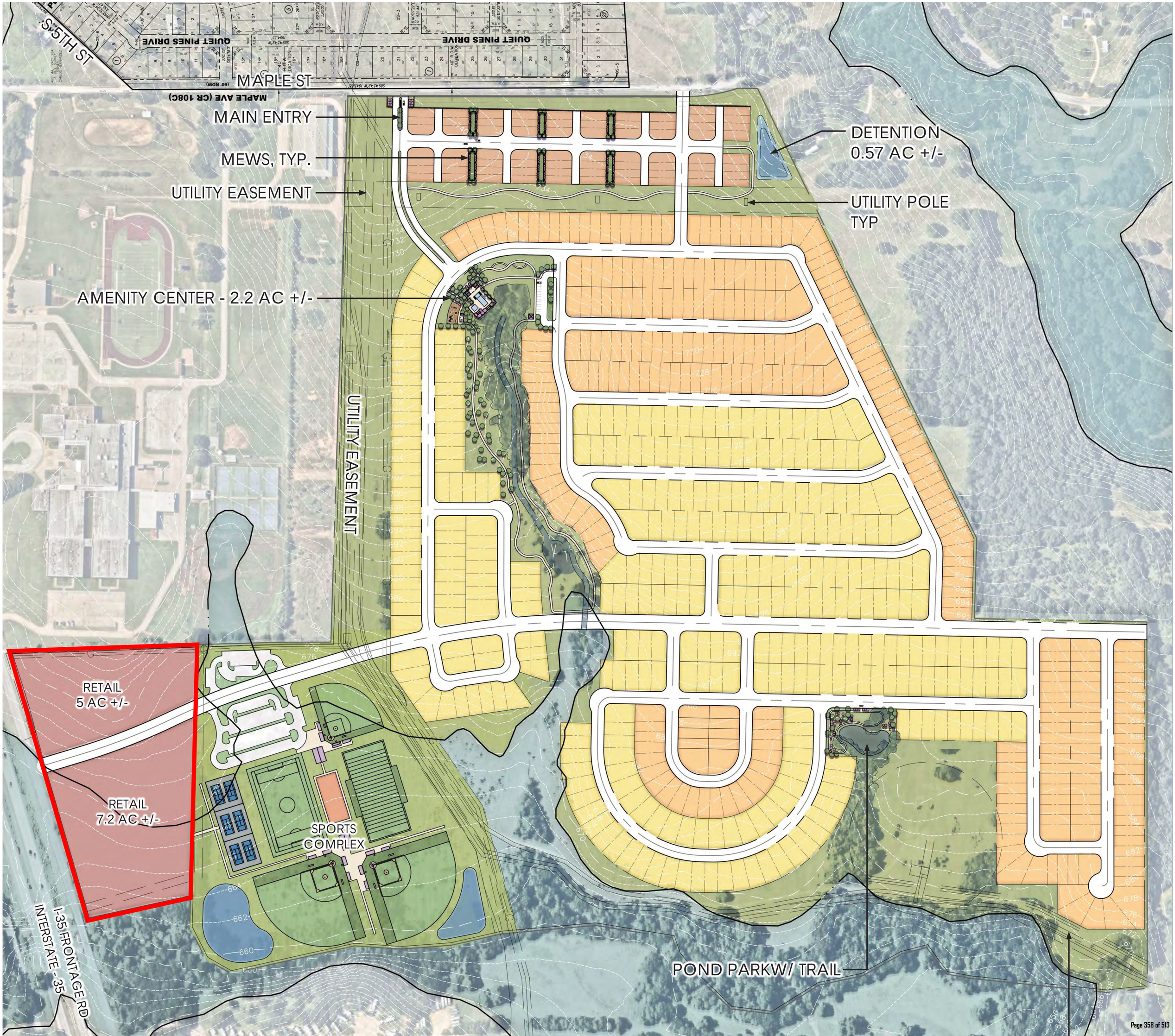

S 5TH ST
MAPLE ST
MAPLE AVE (CR 108C)
QUIET PINES DRIVE
QUIET PINES DRIVE
MAIN ENTRY
MEWS, TYP.
UTILITY EASEMENT
AMENITY CENTER - 2.2 AC +/-
DETENTION
0.57 AC +/-
UTILITY POLE
TYP
UTILITY EASEMENT
RETAIL
5 AC +/-
RETAIL
7.2 AC +/-
SPORTS
COMPLEX
I-35 FRONTAGE RD
INTERSTATE - 35
POND PARKW/ TRAIL

Exhibit "B"
PD District Permitted Uses and
Design Standards

(See Next Page)

CHAMBERS CREEK

ZONING & DEVELOPMENT STANDARDS

CHAMBERS CREEK – PURPOSE AND INTENT:

Chambers Creek will be a ±228-acre mixed-use development that creates a vibrant, interconnected community balancing urban conveniences with neighborhood charm. The development emphasizes thoughtful integration of residential, retail, and commercial spaces to foster a live-work-play environment.

The residential component will include approximately 188.62 acres and is intended to be zoned utilizing a *Planned Development District with Garden Home (GH) and SF-2 base zoning* that will feature a diverse housing mix with single-family homes designed to meet various lifestyle needs and preferences. The single-family neighborhood will offer a range of lot sizes and home styles that appeal to first-time buyers, growing families, those seeking to move up, and those seeking to downsize. Chambers Creek is designed with larger front and back yards than typical developments, enhancing curb appeal while providing residents with more private outdoor space for personal customization. The residential area of the project will be included in the Chambers Creek Public Improvement District.

Chambers Creek prioritizes community connectivity through a network of walkable spaces including trails, sidewalks, and gathering areas. The carefully planned amenities will include a full-featured amenity center, pocket parks, and trail connections that will enhance the livability of the neighborhood. Existing mature trees and natural ponds are preserved and integrated into amenity areas and open spaces, creating serene, nature-rich gathering spots.

In addition, approximately 26.41 acres of land will be donated and built by the developer for the City of Alvarado for a proposed regional sports complex, which will include baseball, softball, football, and soccer fields, pickleball courts, concessions, restrooms, and playground areas. The Sports Park District within Chambers Creek is intended to be zoned outside of the PD in a standalone district utilizing the *Floodplain & Nature (FN) base zoning designation*. This sports complex will be privately funded and reimbursed to the developer through a newly created Tax Increment Reinvestment Zone that will include all 228 acres of Chambers Creek Development within this new TIRZ boundary.

Additionally, the centralized open space and pocket parks are strategically and naturally located within the residential areas ensure that residents from both sides of the community are only a short walk away from beautiful landscaped green spaces. These amenity areas will create vibrant and natural gathering spaces that encourage active lifestyles and meaningful social interaction among residents of all ages, with a focus on connectivity, recreation, and lasting neighborhood identity which brings the community together.

The retail and business components along the I-35 corridor will encompass approximately 13.29 acres and it is proposed to be zoned outside of the PD in a standalone district utilizing the *Regional Mixed Use (RMU) base zoning designation*. The concept for this area is intended to provide convenient services to residents while creating a distinctive gateway to the development. These areas are strategically positioned to maximize visibility and accessibility, offering opportunities for everyone within the community and beyond. Chambers Creek is designed to serve families, employees of Alvarado businesses, local business owners, entrepreneurs, and visitors alike, reinforcing connectivity, recreation, and lasting neighborhood identity.

DEVELOPMENT STANDARDS - SINGLE FAMILY

The single-family residential areas of Chambers Creek are assigned the following base zoning districts in accordance with 42-35(b) of the City of Alvarado Zoning Ordinance: Lot Type 1 and Lot Type 2 carry a base zoning of GH - Garden Home District (42-23); Lot Type 3 carries a base zoning of SF-2 - Single-Family Residential District (42-22). Common areas and HOA-maintained open space within the single-family areas shall also carry the GH base zoning designation. Any development standard not expressly addressed in this PD shall default to the requirements of the applicable base zoning district.

1. Uses:

   A. Permitted uses in the Chambers Creek single-family areas shall be limited to single-family homes, amenities detailed in this Exhibit, and accessory structures as permitted by the City of Alvarado, with the exception of carports.

   B. No Specific Use Permit shall be applied for or issued on any lot in the Chambers Creek Subdivision.

   C. Model homes associated with the sale of single-family residences are permitted on the Property until all single-family residences are occupied. Temporary sales offices (i.e. Trailers) are allowed only until model homes are built and certificate of occupancy is issued. Model Homes may be constructed prior to City acceptance of improvements upon approval of the City Manager.

2. The minimum allowable lot mix shall be as follows but not to exceed an increase in lot count of 5% as shown on the preliminary plat:

Lot Type	Lot Size	Lots	% of Residential Area
Type 1	29’ x 102’	75	11%
Type 2	40’ x 120’	302	42%
Type 3	50’ x 120’	336	47%

3. Single-Family Detached Lot Development Standards:

Lot Type	Lot Type 1	Lot Type 2	Lot Type 3
Minimum Lot Width	29'	40'	50'
Minimum Lot Depth	100'	115'	115'
Mimimum Lot Area (SqFt)	2,950	4,800	6,000
Minimum Front Yard Setback	30'	25'	25'
Minimum Rear Yard Setback	15'	15'	15'
Minimum Side Yard Setback	4'*	5'	5'
Minimum Side Yard of Corner Lot	8'	10'	10'
Maximum Lot Coverage	50%	50%	54%
Maximum Height (to highest eave or parapet)	35'	35'	35'
Maximum Height (to top of roof structure)	45'	45'	45'
Minimum Off-Street Parking Spaces	2'	2'	2'

*No roof eaves or architectural projections may encroach into this setback.

4. NOTES:

   A. Location of Lot Type shall be in accordance with the Concept Plan and preliminary plat

   B. Lot widths to be measured at front yard setback line.

   C. Outdoor living areas shall have a minimum rear setback of 10' whether or not the area is covered by a roof which is integrated into the dwelling unit.

5. Architectural standards: All structures constructed within the Chambers Creek community shall comply with the architectural standards as indicated below:

   A. Streetscape Standards: Sidewalks shall be provided along all residential streets in the development and shall be constructed in compliance with the current adopted City of Alvarado Infrastructure Design Standards.

   B. Garages: Decorative garage doors shall be constructed of wood, metal, or a composite material made to have the appearance of wood. No carports are allowed.

   C. Landscaping: All Type 1 single-family lots shall include a minimum of one (1) 3" caliper shade tree, all Type 2 and Type 3 single family lots shall include a minimum of one (1) 3” caliper shade tree or two (2) 1½" caliper ornamental trees shall be planted (selected from the Approved Planted Materials List). Planting beds fronting the street on all lot Types will have a minimum of five (5) shrubs including at least one (1) 5-gallon shrub and four (4) one-gallon shrubs. Areas not used for buildings, tree plantings, planting beds, driveways or patios on all lots must be fully sodded and shall be improved with an automatic irrigation system. Unless otherwise noted herein, landscaping standards are intended to comply with Section 42-58, Alvarado Zoning Ordinance.

   D. Open Space and Amenities: The open space, trail, and amenity features of Chambers Creek, as depicted on the Amenity Center and Trail Plan dated January 16, 2026, are intended to satisfy the design requirements of 42-35(e) of the Alvarado Zoning Ordinance.

   E. Fencing: All fences shall be six (6) feet in height and shall be constructed of wood, wrought iron, or ornamental metal as depicted on the Chambers Creek Concept Wall and Fence Plan Exhibit dated January 16, 2026, and in compliance with Section 42-59, Alvarado Zoning Ordinance. Chain link fencing is prohibited.

   F. Elevations/Exterior Finish Materials: Building elevations for all structures shall include a minimum of 100% masonry and/or glass. It is provided, however, that up to 20% of the outside walls may be constructed of other materials for decorative, architectural or other design purposes. Such other material for outside walls shall be impervious material that is required for outside walls by the residential building code mandated by the state and the ordinances of the city. Acceptable exterior finish materials, excluding openings for doors and windows, shall include brick, stone, cementitious fiber board with a minimum thickness of five sixteenth inch (5/16”), and stucco. Masonry materials shall include brick, stone, cementitious fiberboard with a minimum thickness of five sixteenth inch (5/16”) and stucco. Accent configurations shall adhere to the following standards:

      1. All stone shall be detailed and laid to resemble structural stone walls (i.e., stone shall be chopped or saw cut).

2. All stucco shall be cement plaster made of cement sand and lime and shall be applied to elevations using a three-step process with a smooth or sand-finish.
3. Exterior insulated finishing systems (E.I.F.S.) or other synthetic stucco as defined by the International Building Code shall be prohibited on all elevations.
4. All wood shall be painted or stained.

G. Address Monuments: All homes will be required to have a decorative address display which will be mounted on the front façade of all main dwellings.

H. Roofs:

1. All dwelling units shall have pitched roofs.
2. All single-family residential units shall have a minimum roof pitch of 6:12 on primary pitches.
3. All roofs shall be clad in architectural-grade shingles.

I. Accessory buildings and structures: All accessory buildings and structures shall comply with the architectural and other design considerations in the Alvarado Zoning Ordinance in addition to the setback requirements identified herein.

J. Repetition of Floor Plan and Elevation: A minimum of three (3) platted residential lots must be skipped on the same side and two (2) lots must be skipped on the opposite side of a street before rebuilding the same single-family residential unit with an identical (or nearly identical) street elevation design and exterior masonry selection. The same floor plan and elevation shall not be repeated on neighboring, side by side lots or directly across the street. Identical or nearly identical floor plan means that the layout, size and function of the rooms are essentially the same. Identical or nearly identical street elevation design means little to no variance in the articulation of the façade, height, or width of façade, placement of the primary entrances, porches, number and placement of windows, and other major architectural features. It does not mean similar colors, materials, or small details.

COMMUNITY DESIGN STANDARDS

1. Community Buffers:

Unless otherwise noted herein, the Community Design Standards are intended to comply with the Alvarado Zoning Ordinance.

A. Proposed Collector Roads that are a minimum 60’ ROW (Maple Ave, Maple Ave Main Entry, I-35W Main Entry):

1. A landscape buffer shall be provided adjacent to both sides of each Collector Road and include 3-inch caliper overstory trees planted every 50 feet as depicted in the Chambers Creek Street Section 60 FT ROW Collector Road Exhibit dated January 16, 2026. Berms and retaining walls may be constructed within the buffer to enhance the visual appeal.

2. Additional plantings shall also be installed throughout the buffer. Planting material includes, but is not limited to shrubs, ornamental grasses, turf, and mulched planter beds. Decorative hardscape features may also be incorporated in the buffer design.

3. A minimum 5' wide concrete walking path shall be provided within the right-of-way along both sides of any proposed Collector.

4. Privacy wall and fencing along collector roads to be as depicted on the Chambers Creek Conceptual Wall and Fence Plan Exhibit dated January 16, 2026

B. Irrigation:

1. Landscape buffers shall be maintained with irrigation systems. Trees and shrubs shall be irrigated by drip irrigation lines. Other landscaping may be irrigated by spray irrigation.

2. Neighborhood Entry Features:

A. Primary Entry A (Maple Ave):

1. Architectural features on masonry walls or masonry monuments shall be located at the primary entrance for Chambers Creek. as depicted on the Chambers Creek Conceptual Entry Signage Exhibit dated January 16, 2026

2. Entry features and/or community signage may be lighted, within any applicable setback.

B. Primary Entry B (I-35 Frontage):

1. Architectural features on masonry walls or masonry monuments shall be located at the primary entrance for Chambers Creek as depicted on the Chambers Creek Conceptual Entry Signage Exhibit dated January 16, 2026

2. Entry features and/or community signage may be lighted, within any applicable setback.

Sports Park Base Zoning District – Floodplain & Nature (FN)

Chambers Creek Development will include approximately 27 acres of land and will be donated and built by the developer for the City of Alvarado for a proposed regional sports complex. Preliminary design concepts include baseball, softball, football, and soccer fields, pickleball courts, concessions, restrooms, and playground areas. This sports complex will be privately funded and reimbursed to the developer through a Tax Increment Reinvestment Zone.

Commercial Property Zoning District – Regional Mixed Use (RMU)

The Chambers Creek Development will include approximately 13.29 acres with frontage on the I-35 W service road immediately to the South of the Alvarado High School. The initial concepts for this area include retail and commercial uses that benefit from the proximity to the I-35 frontage road, the Alvarado High School, and located at the main entry to the homes to be built in Chambers Creek. This area is proposed to be zoned utilizing the Regional Mixed Use (RMU) base zoning district to allow for the most flexibility in developing this area of Master Planned Community.

Chambers Creek Deviations to Base Zoning

Chambers Creek Lot Type	Type 1 Proposed	Base Zoning Ord.	Type 2 Proposed	Base Zoning Ord.	Type 3 Proposed	Base Zoning Ord.
Base Zoning District	GH	GH	GH	GH	SF-2	SF-2
Minimum Lot Width	29'	25'	40'	25'	50'	50'
Minimum Lot Depth	100'	120'	115'	120'	115'	120'
Mimimum Lot Area	2,950'	2800'	4,800'	2,800'	6,000'	6,000'
Minimum Front Yard Setback	30'	15'	25'	15'	25'	25'
Minimum Rear Yard Setback	15'	5'	15'	5'	15'	25'
Minimum Side Yard Setback	4'	0'	5'	0'	5'	8'
Minimum Sideyard Corner Lot	8'	0'	10'	0'	10'	10'
Maximum Height	35'	35'	35'	35'	35'	35'
Mimimum Attached Parking	1	2	2	2	2	2
Additional Drive Parking	2	N/A	2	N/A	2	N/A
Maximum Density per Acre	7 DU	12 DU	3.6 DU	12 DU	3.6 DU	6.0 DU
Maximum Lot Coverage	50%	45/65	50%	45/65	54%	45/55

Note: Type 2 and 3 Lots generally have a minimum lot depth of 120' but shown as 115' to allow for odd shaped lots but will meet the min Lot Area

Exhibit "C"
Concept Plan

(See Next Page)

MAPLE ST

MAIN ENTRY

UTILITY EASEMENT

AMENITY CENTER - 2.2 AC +/-

DETENTION
0.34 AC +/-

UTILITY POLE
TYP

UTILITY EASEMENT

RETAIL
5 AC +/-

RETAIL
7.2 AC +/-

COMMUNITY
TRAIL SYSTEM

POND PARK W/ TRAIL

20 FT WATER LINE EASEMENT

FLOOD PLAIN

I-35 FRONTAGE RD

INTERSTATE - 35

MAP LEGEND/LOT STUDY

TOTAL PROJECT SITE	228.5 AC +/-		
RETAIL	12.2 AC +/-		
AMENITY CENTER	2.2 AC +/-		
50 X 120 LOTS	336	(48%)	
40 X 120 LOTS	302	(42%)	
29 x 102 LOTS	75	(10%)	
GREEN SPACE			
TOTAL UNITS	**713**		

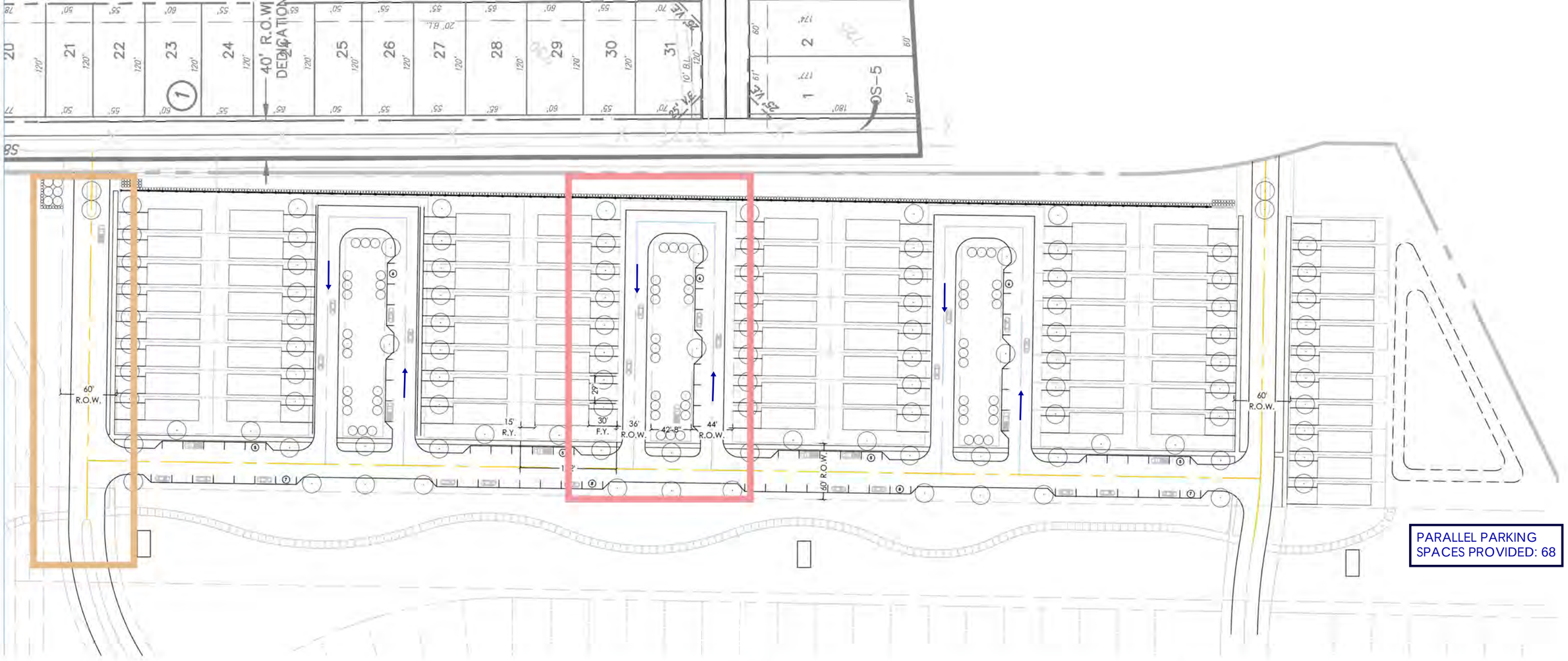
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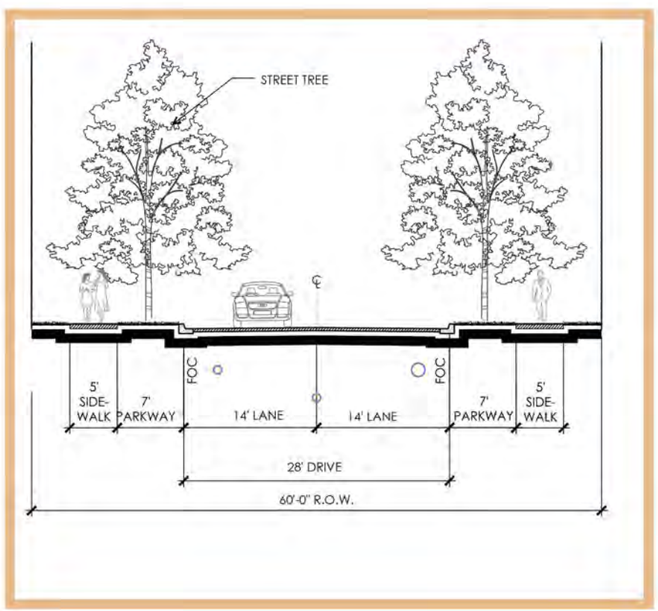
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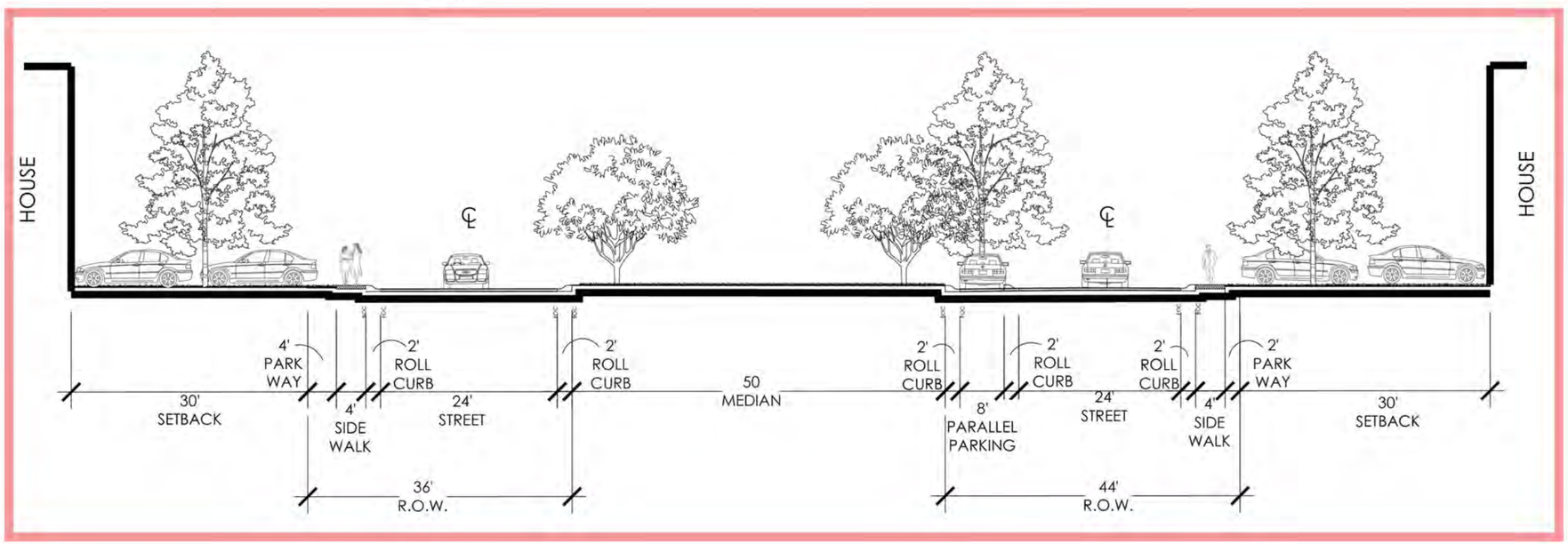
EXHIBIT * - CONCEPTUAL SITE PLAN

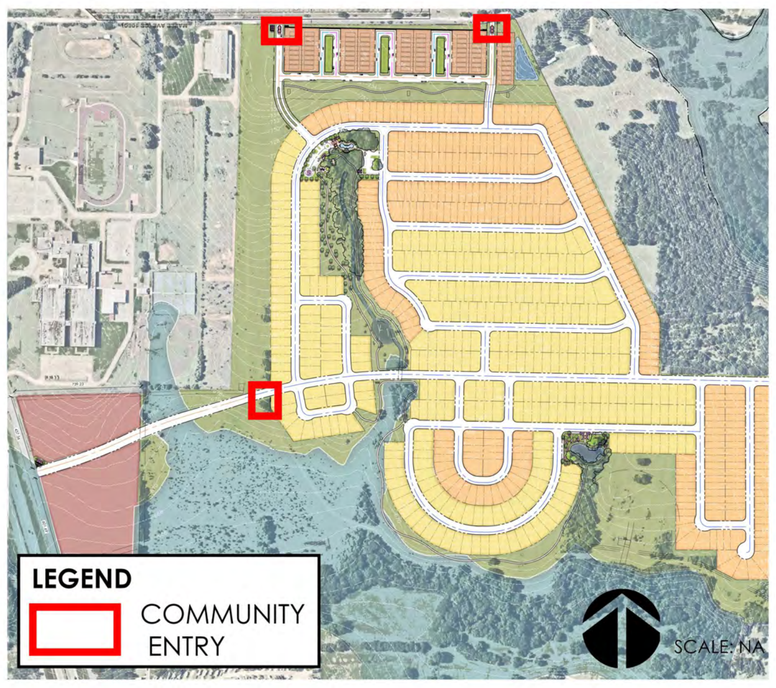
1/16/2026


20
21
22
23
24
40' R.O.W. DEDICATION
25
26
27
28
29
30
31
1
2
OS-5
60' R.O.W.
15' R.Y.
30' F.Y.
36' R.O.W.
42'-8"
44' R.O.W.
60' R.O.W.
PARALLEL PARKING SPACES PROVIDED: 68

R.O.W.


STREET TREE
5' SIDE-WALK
7' PARKWAY
FOC
14' LANE
14' LANE
FOC
7' PARKWAY
5' SIDE-WALK
28' DRIVE
60'-0" R.O.W.


HOUSE
HOUSE
4' PARK WAY
2' ROLL CURB
2' ROLL CURB
30' SETBACK
4' SIDE WALK
24' STREET
50 MEDIAN
2' ROLL CURB
2' ROLL CURB
2' ROLL CURB
2' PARK WAY
8' PARALLEL PARKING
24' STREET
4' SIDE WALK
30' SETBACK
36' R.O.W.
44' R.O.W.



KEY MAP



COMMUNITY ENTRY CONCEPT 1



COMMUNITY ENTRY CONCEPT 2



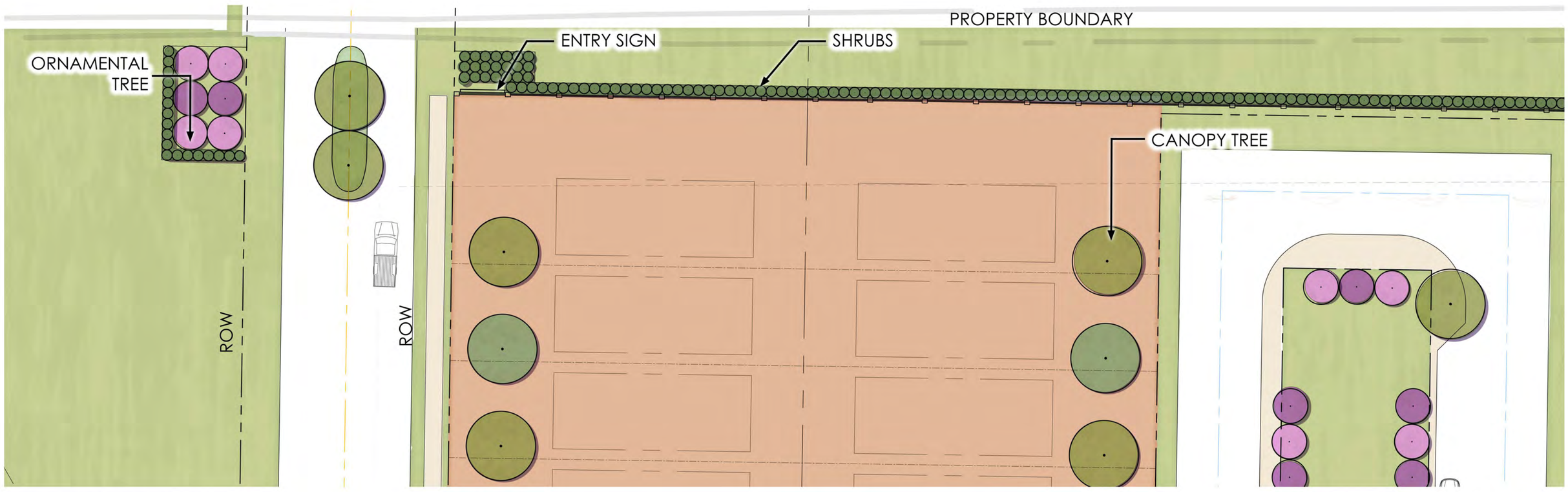
COMMUNITY ENTRY INSPIRATION- SOUTH



COMMUNITY ENTRY INSPIRATION- SOUTH

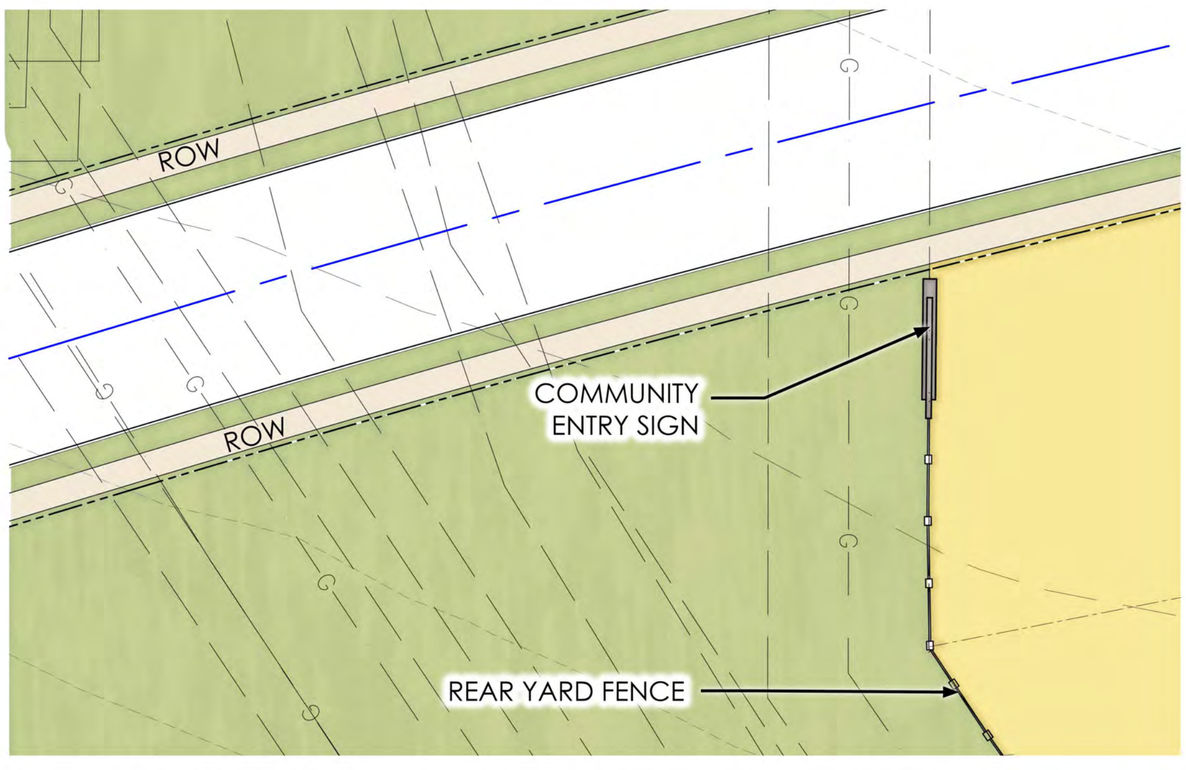


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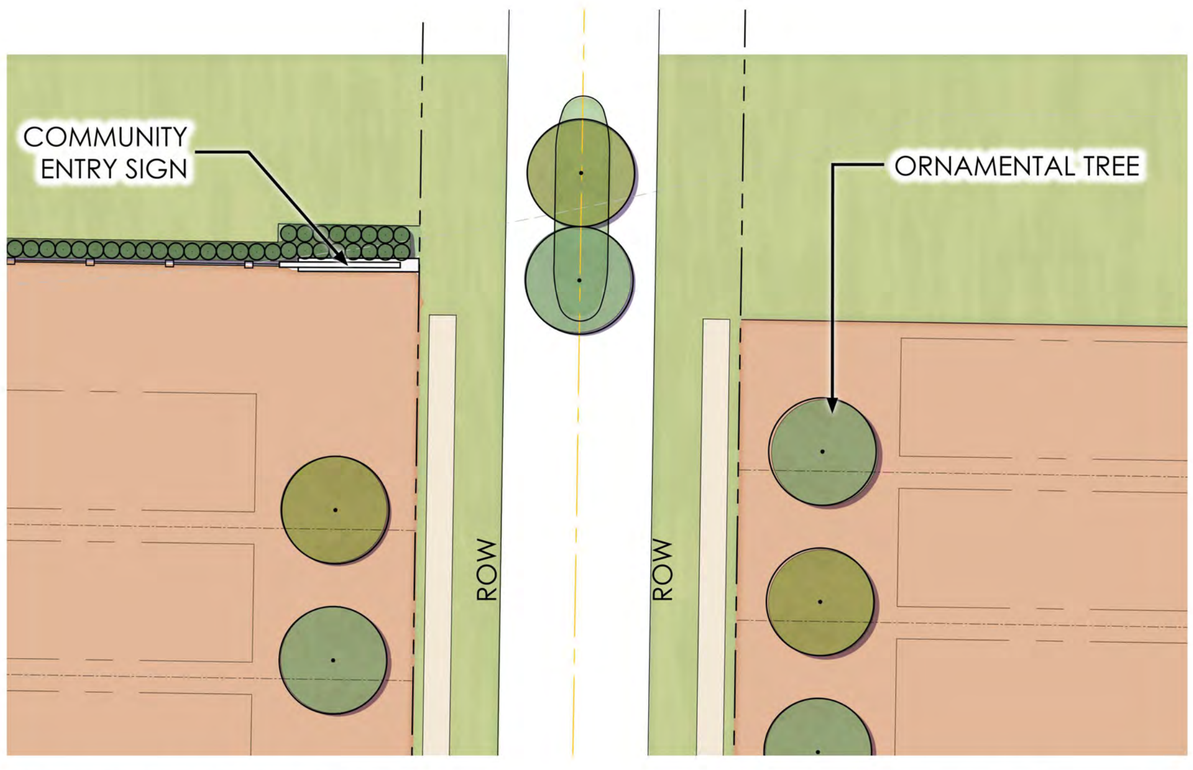
NORTHWEST COMMUNITY ENTRY

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Scale: 1" = 20'



SOUTH COMMUNITY ENTRY

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Scale: 1" = 20'



NORTHEAST COMMUNITY ENTRY

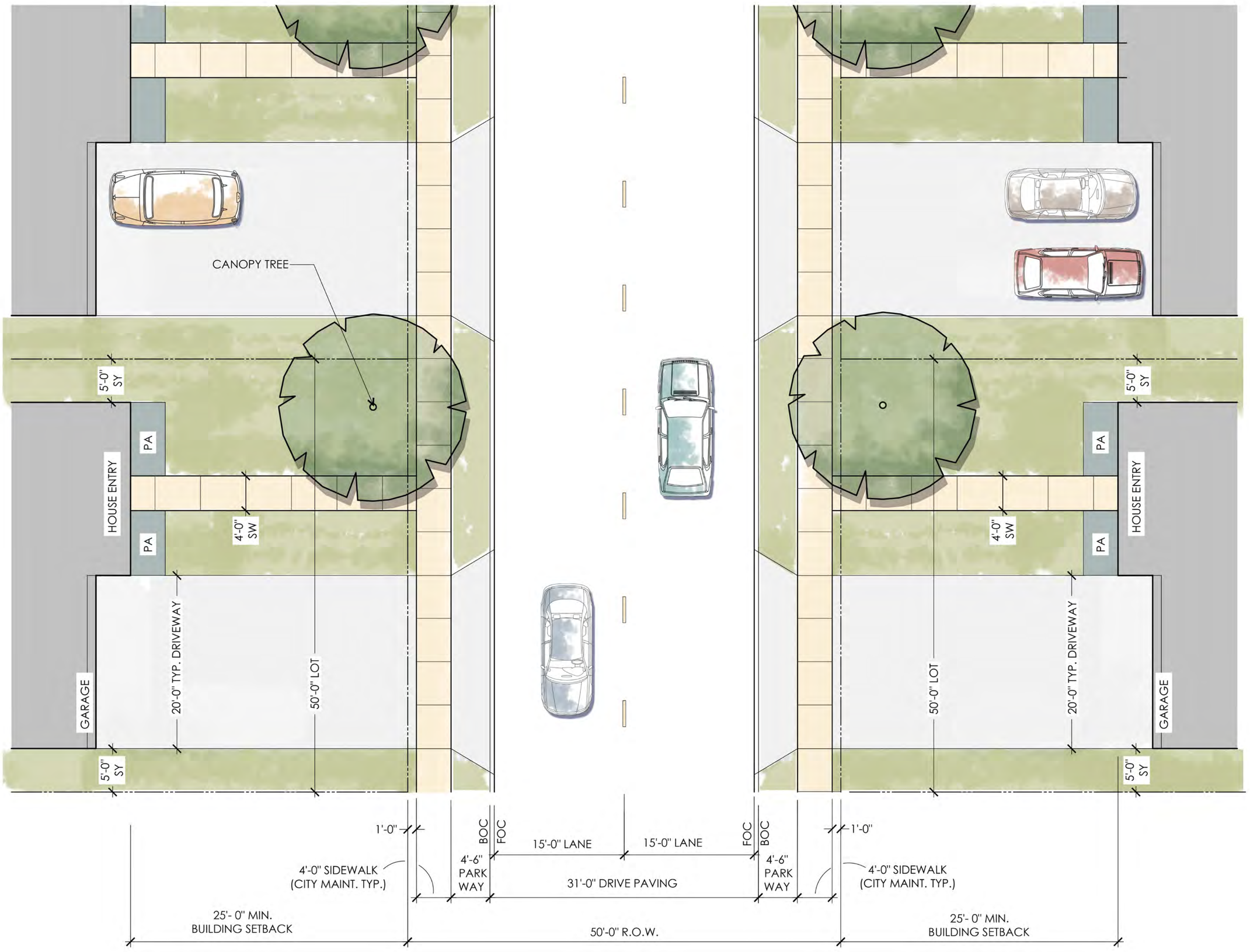
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CHAMBERS CREEK

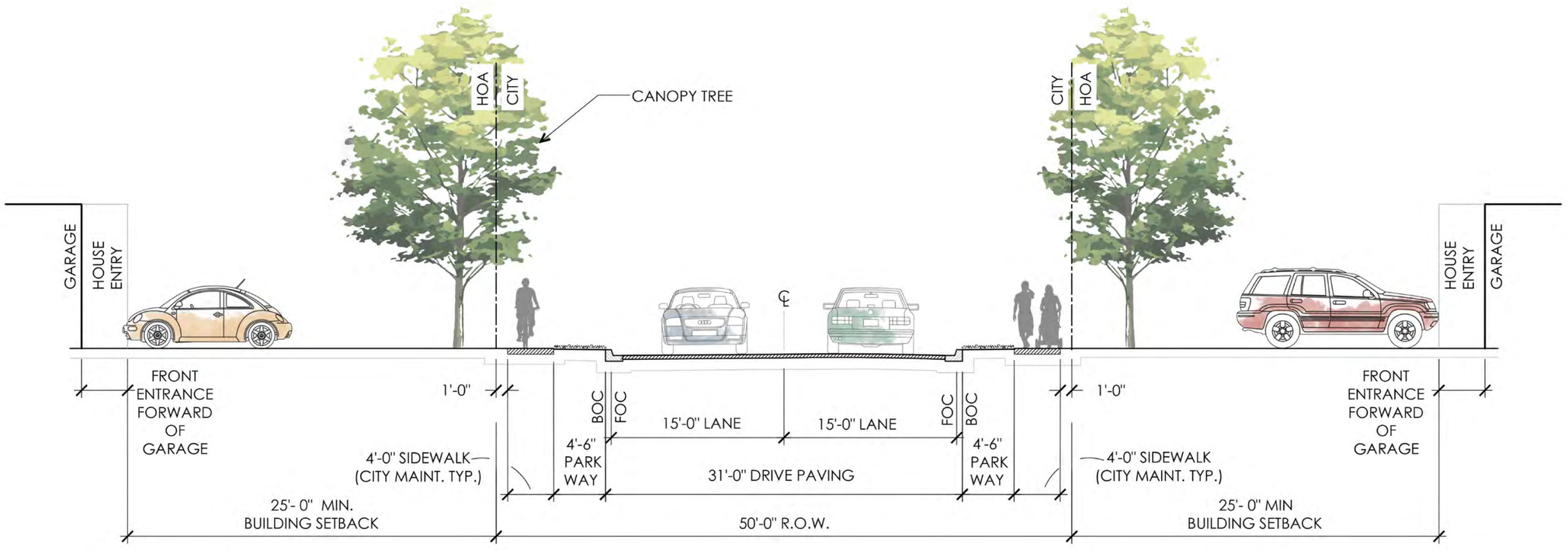
EXHIBIT * - CONCEPTUAL ENTRY SIGNAGE

1/16/2026



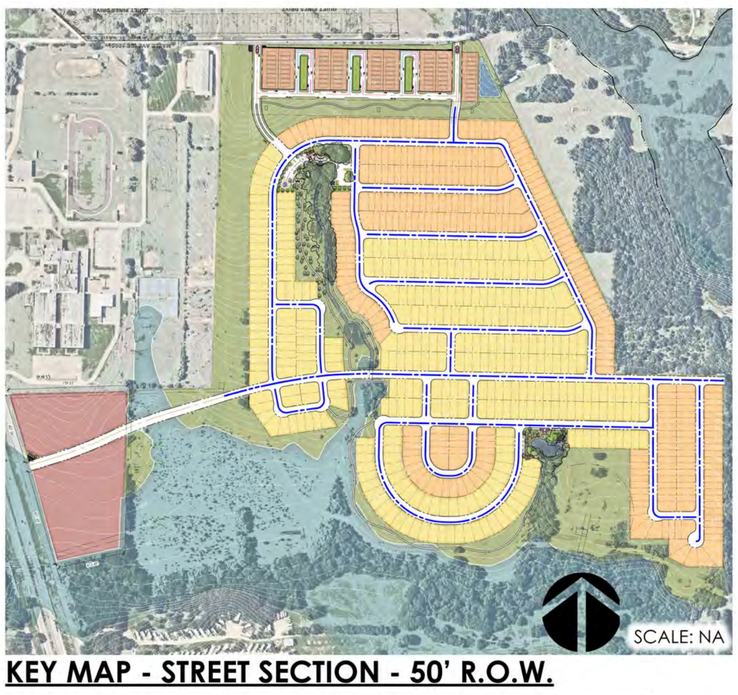
PLAN VIEW - 50' R.O.W

SCALE: NTS



STREET SECTION - 50' R.O.W

SCALE: NTS



KEY MAP - STREET SECTION - 50' R.O.W.

LEGEND

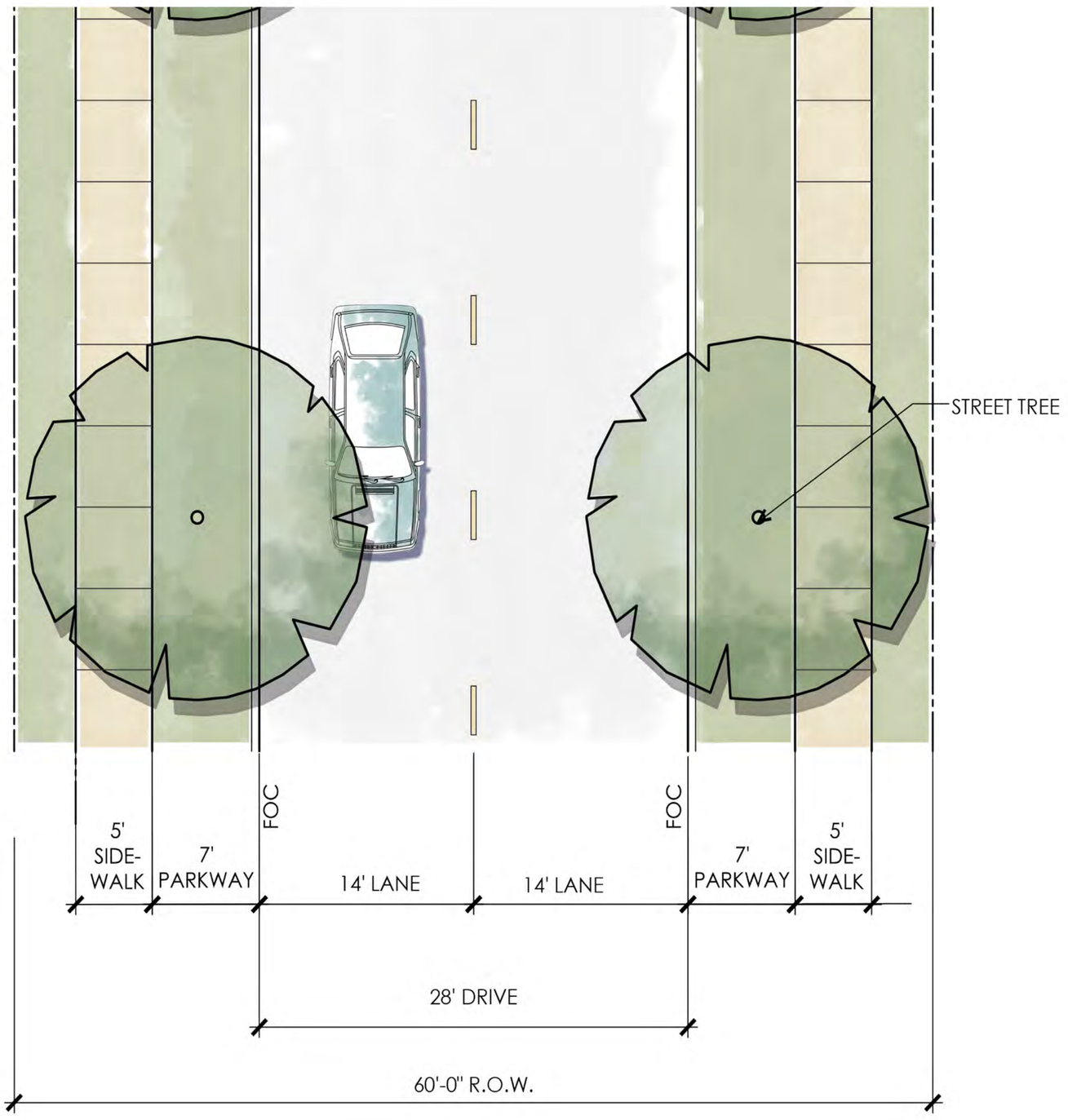
50' R.O.W. - (LOCAL 'A' RESIDENTIAL)

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CHAMBERS CREEK

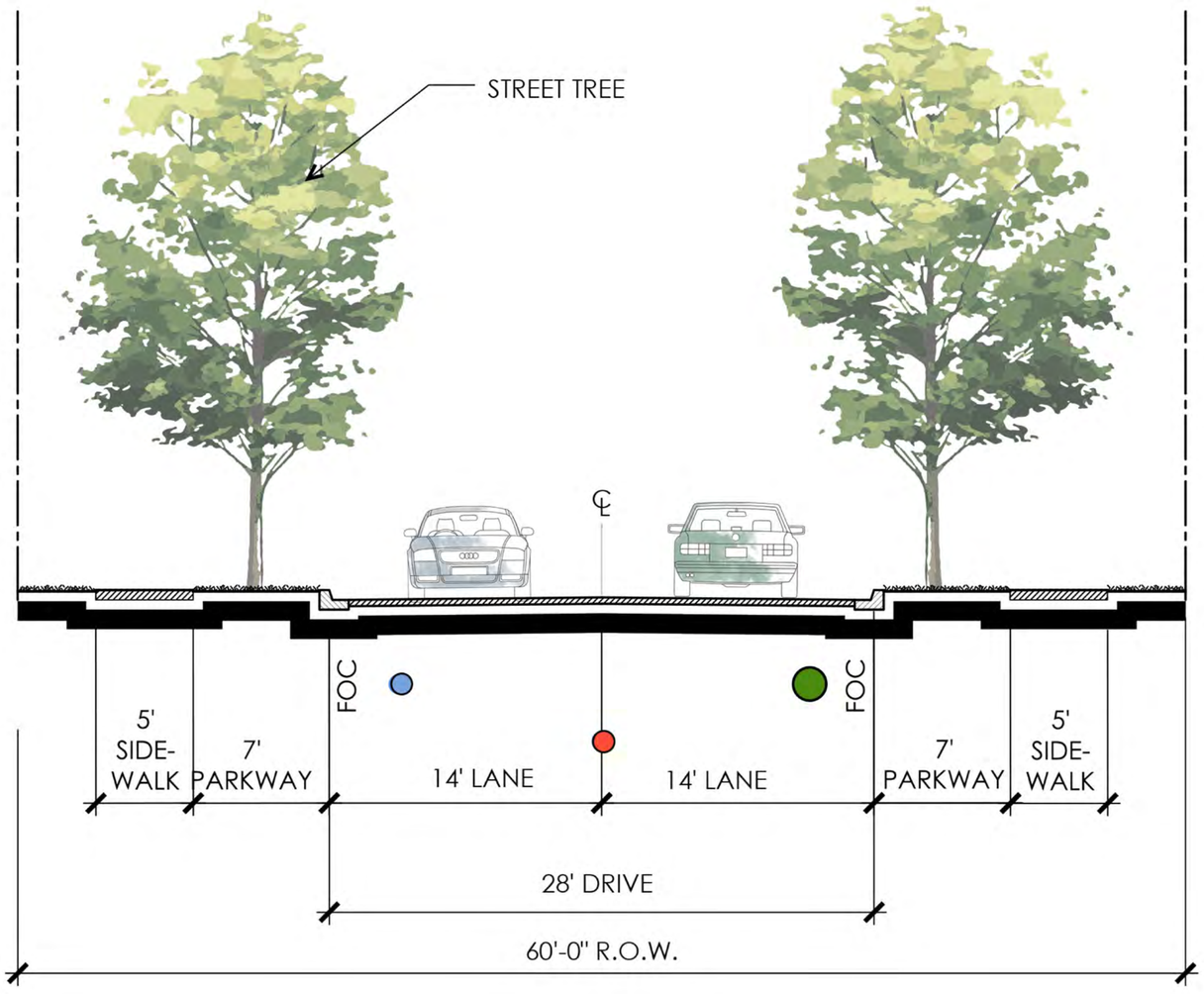
EXHIBIT * - STREET SECTION 50 FT ROW
LOCAL A RESIDENTAL

1/16/2026



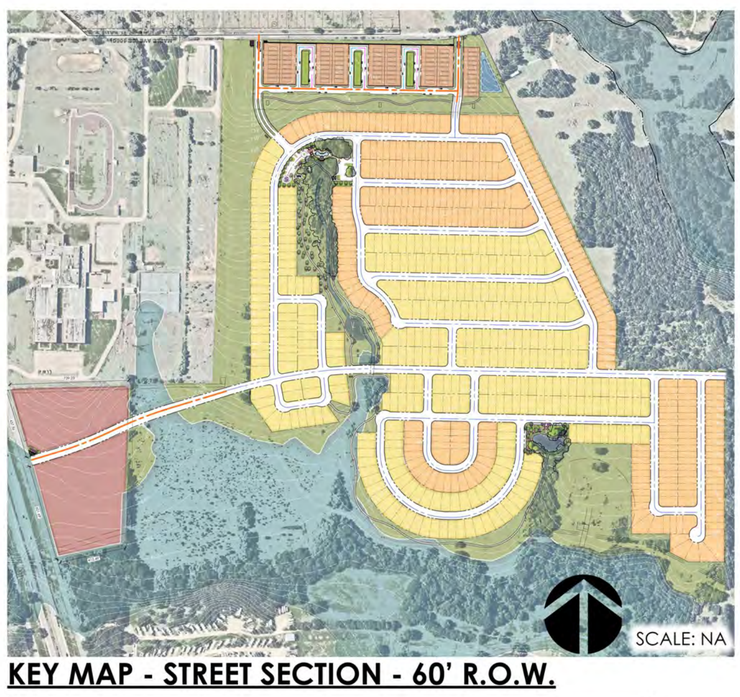
PLAN VIEW - 60' R.O.W

SCALE: NTS



STREET SECTION - 60' R.O.W

SCALE: NTS



KEY MAP - STREET SECTION - 60' R.O.W.

LEGEND

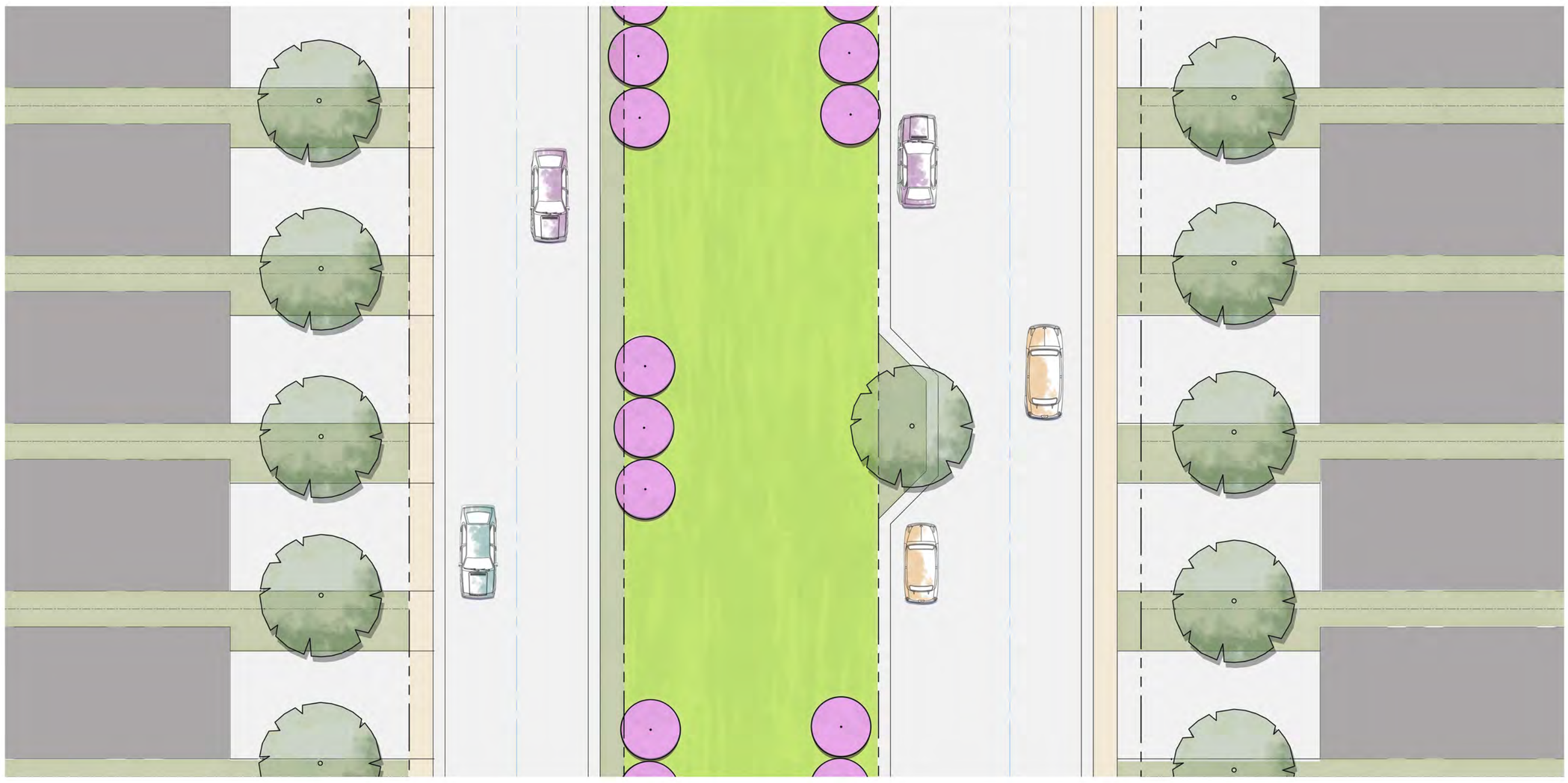
60' R.O.W. - (COLLECTOR)

CHAMBERS CREEK

EXHIBIT * - STREET SECTION 60 FT ROW
COLLECTOR

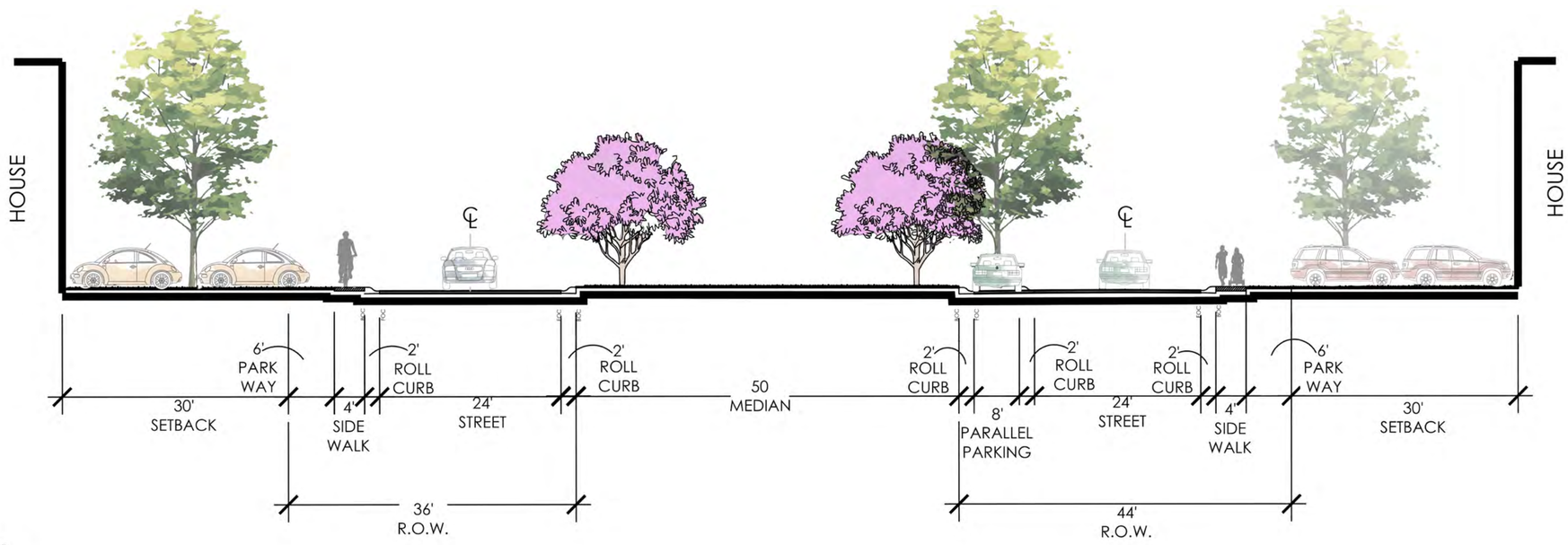
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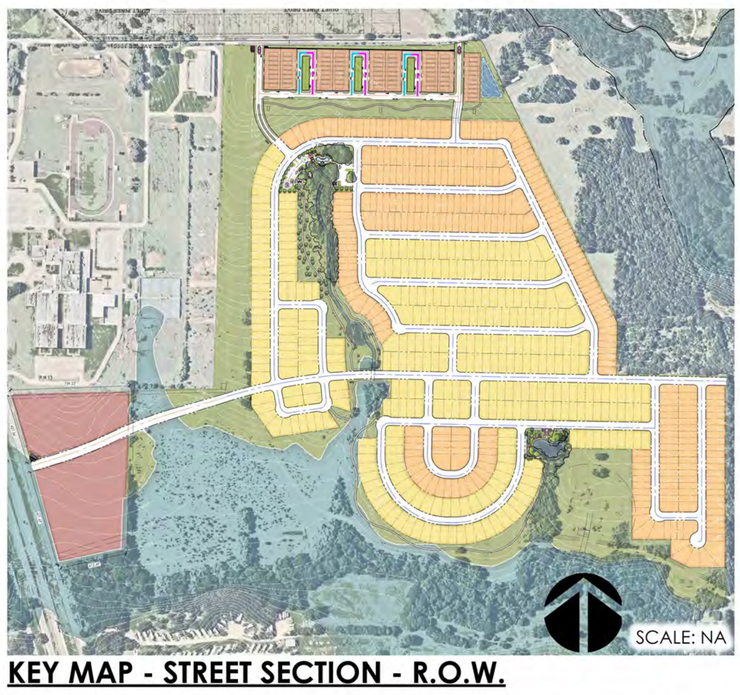
PLAN VIEW

SCALE: NTS



STREET SECTION

SCALE: NTS



KEY MAP - STREET SECTION - R.O.W.

LEGEND

- 36' R.O.W.
- 44' R.O.W.

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ADG

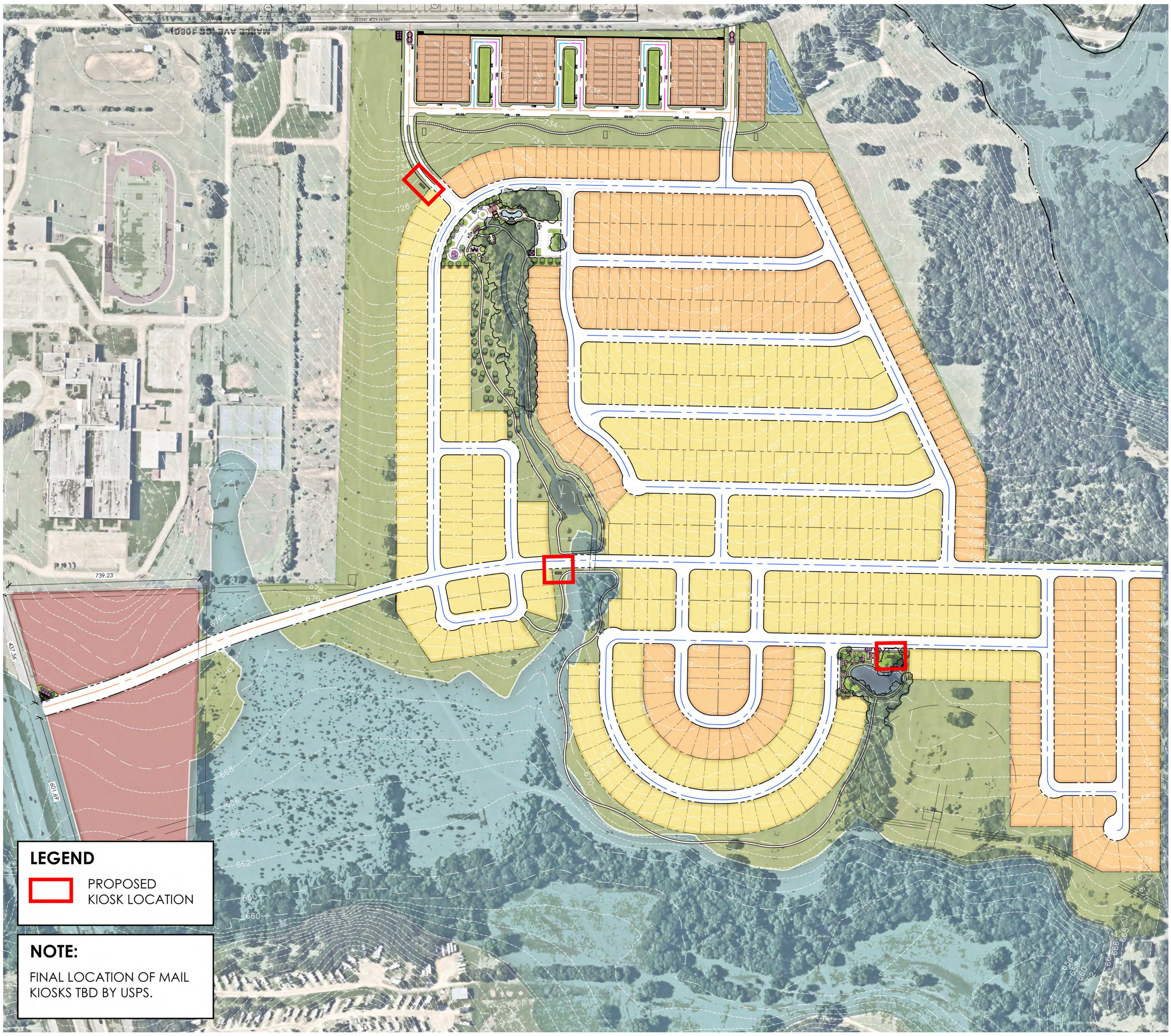
CHAMBERS CREEK

EXHIBIT * - STREET SECTION
AT 29' LOTS

1/16/2026

Manhard CONSULTING

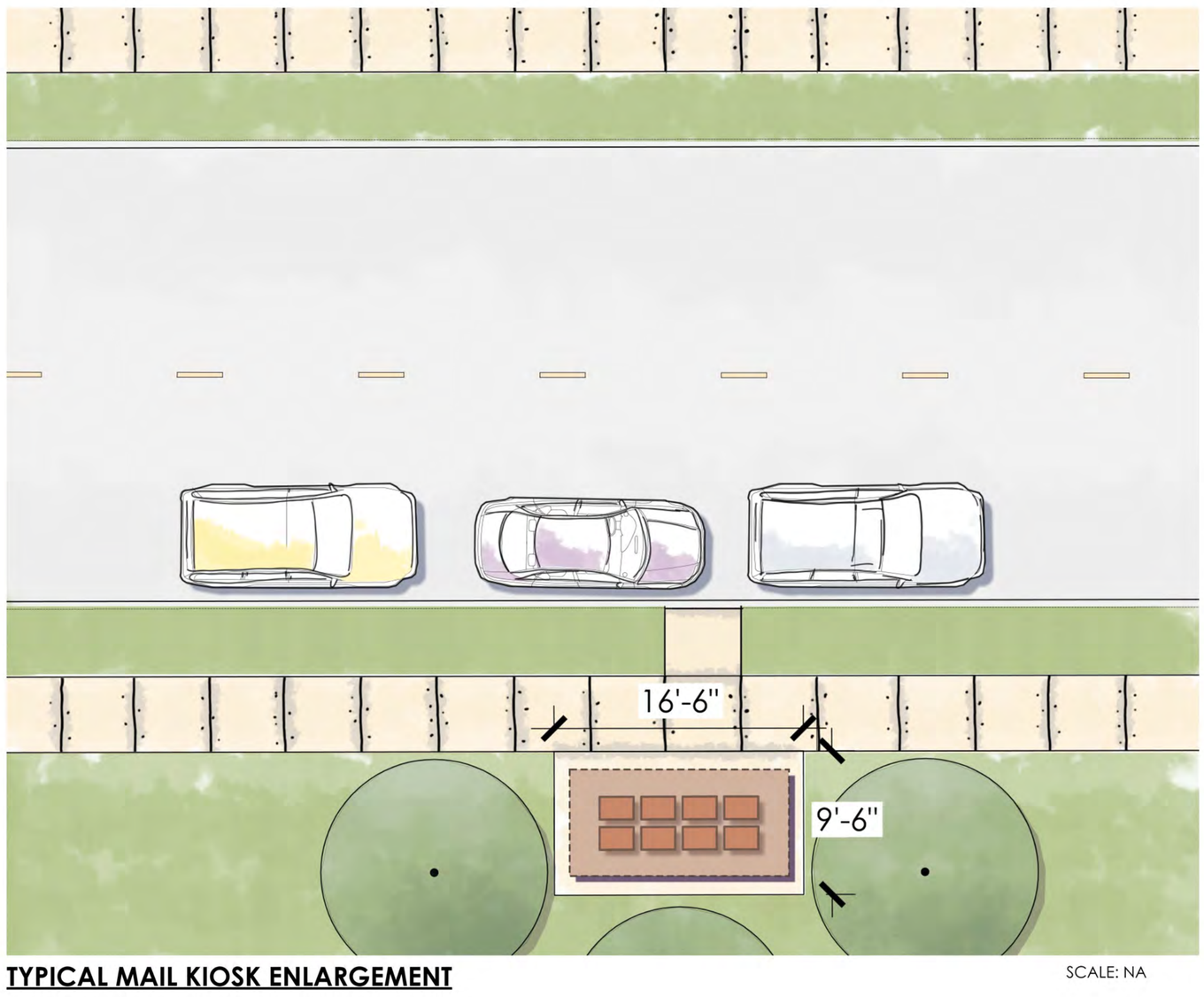
RVi



KEY MAP - MAIL KIOSK LOCATIONS



INSPIRATION IMAGERY



TYPICAL MAIL KIOSK ENLARGEMENT

SCALE: NA

CHAMBERS CREEK

EXHIBIT * CONCEPT MAILBOX PLAN

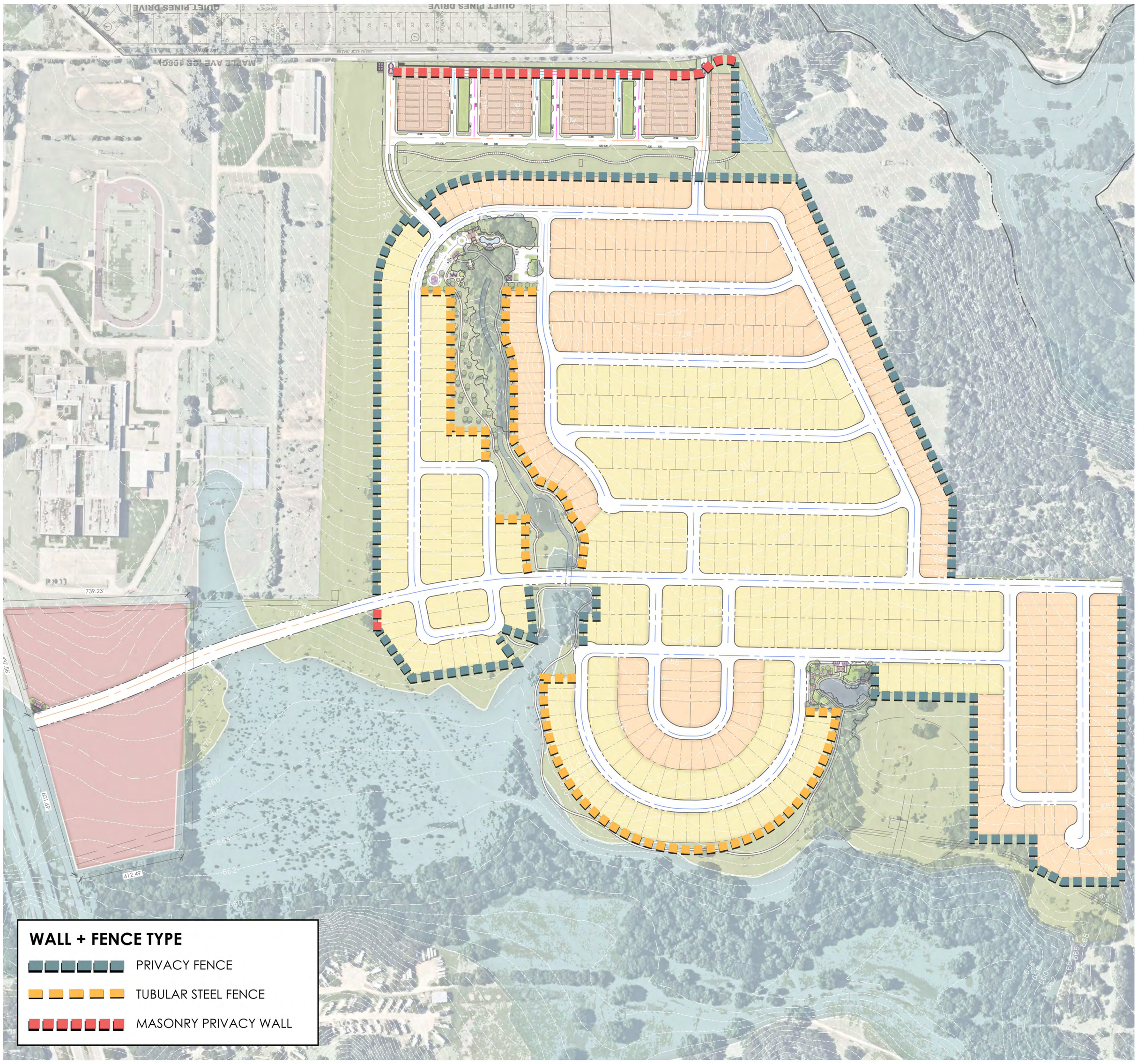
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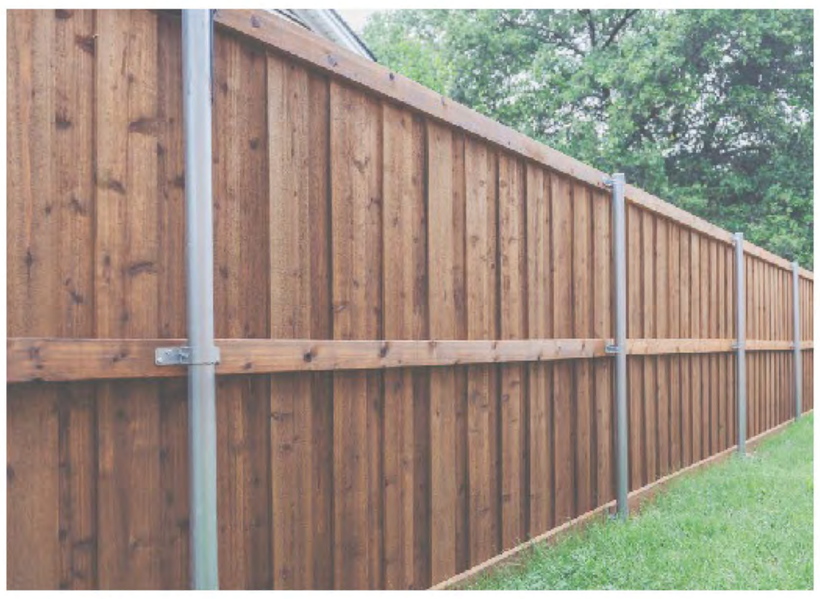
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KEY MAP - FENCE TYPE LOCATIONS

0 100 200 400
Scale: 1" = 200'-0"



PRIVACY FENCE- VERTICAL WOOD PLANK



TUBULAR STEEL FENCE



MASONRY PRIVACY WALL- BRICK WITH COLUMNS

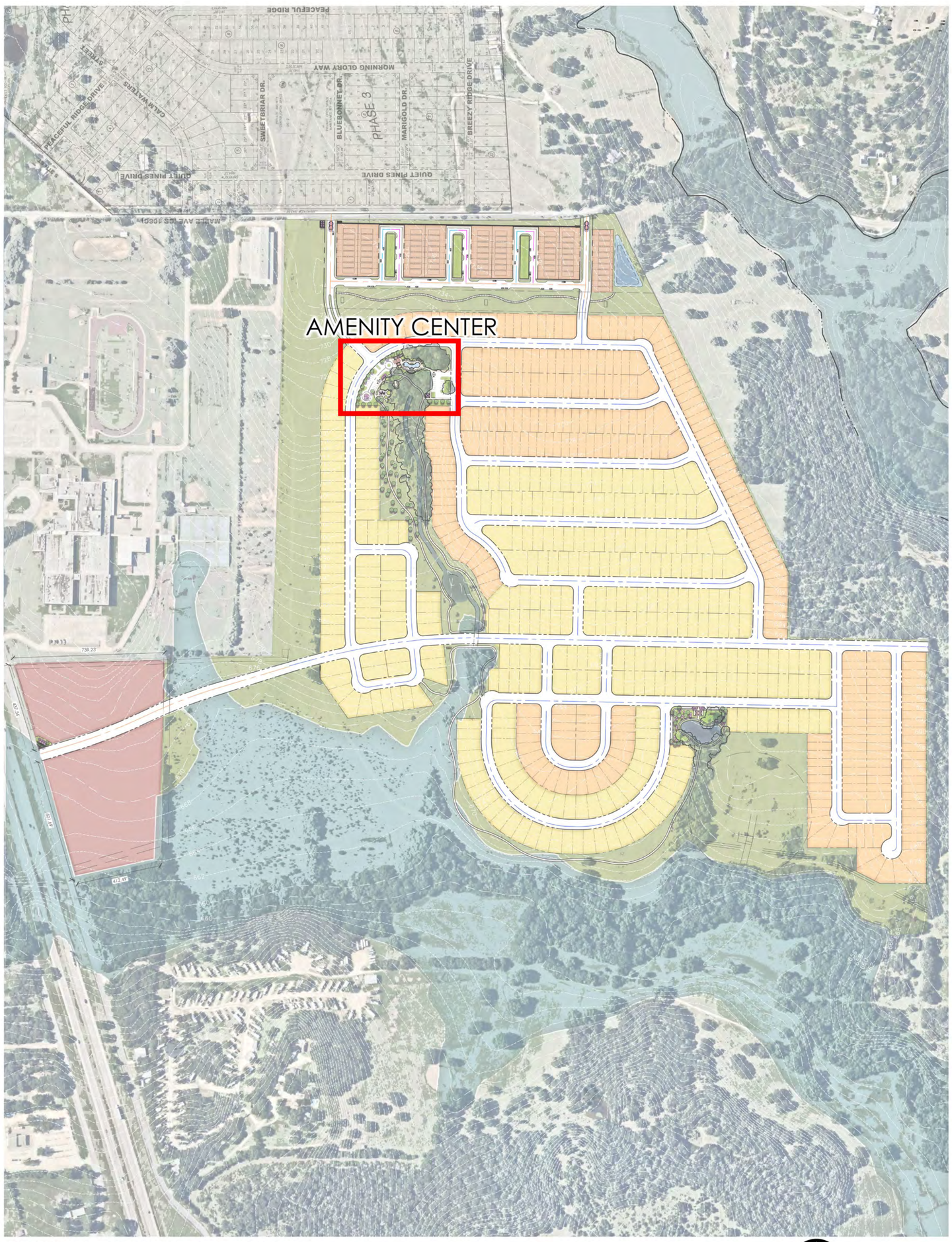
CHAMBERS CREEK

EXHIBIT * - CONCEPT WALL AND FENCE PLAN

1/16/2026

ADG · Manhard CONSULTING · RVi

job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Talson Design\11 Planning & Zoning\11.01 PZ Final Docs



KEY MAP - AREA ENLARGEMENT

SCALE: NA



AMENITY PAVILION CONCEPT IMAGERY



AMENITY CENTER CONCEPT IMAGERY



PLAYGROUND CONCEPT IMAGERY



AREA ENLARGEMENT - AMENITY CENTER

0 15 30 60

Scale: 1" = 30'

job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Talson Design\11 Planning & Zoning\11.01 PZ Final Docs

1/16/2026

CHAMBERS CREEK

EXHIBIT * - AMENITY CENTER CONCEPT PLAN

POND PARK

LEGEND

6 FT CONCRETE TRAIL

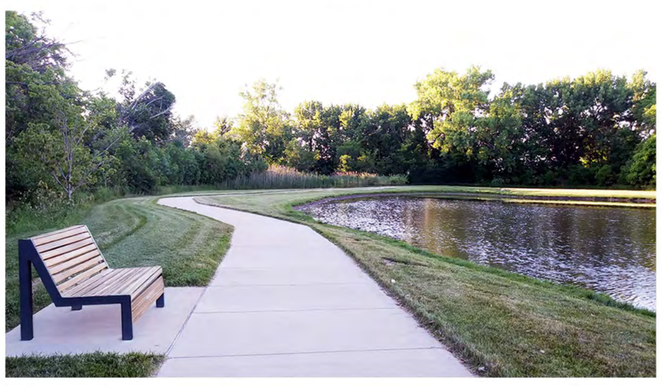
KEY MAP - TRAIL PLAN & AREA ENLARGEMENT

0 100 200 400

Scale: 1" = 200'-0"



MODERN SHADE STRUCTURE



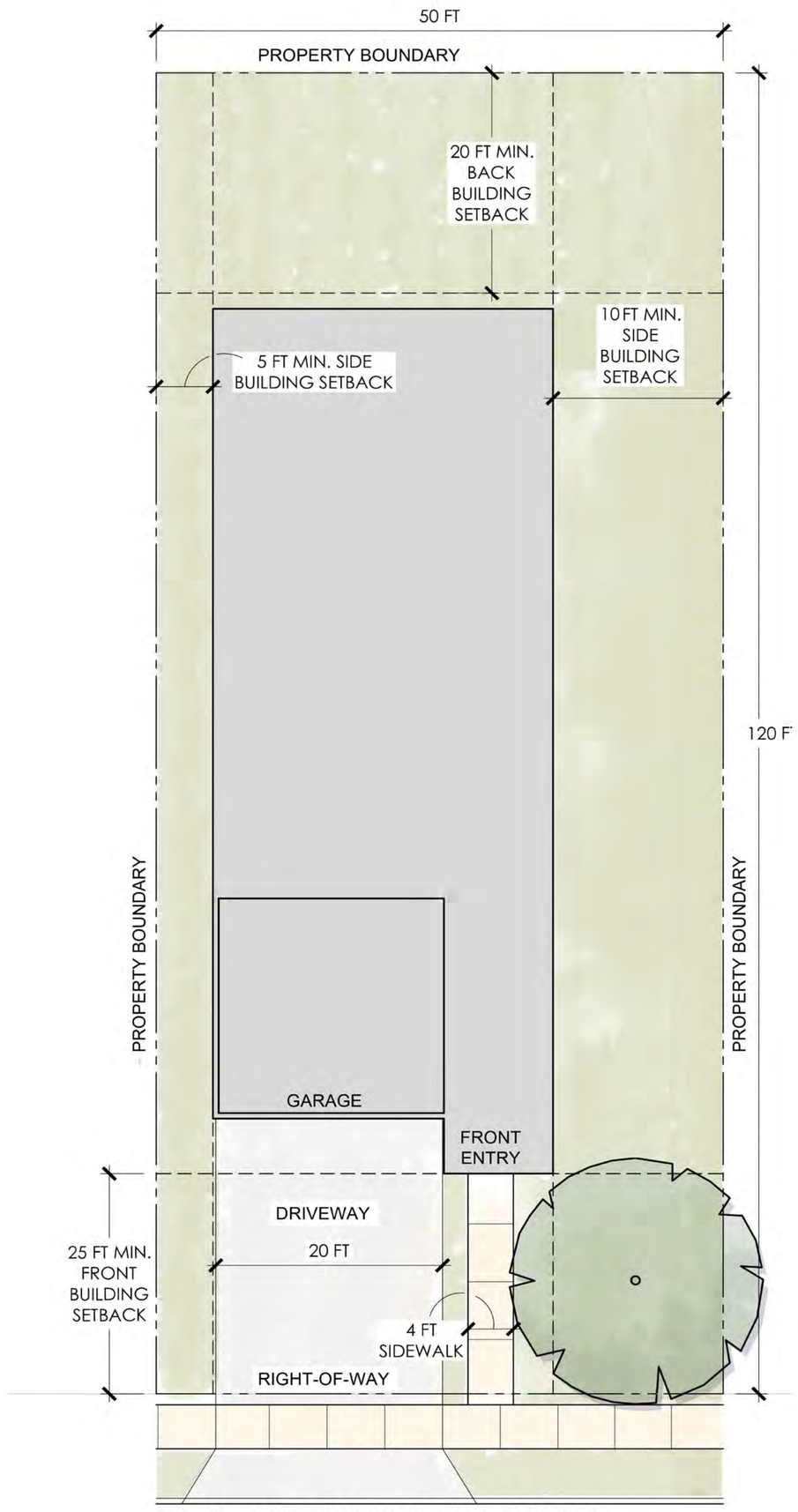
POND WITH TRAIL



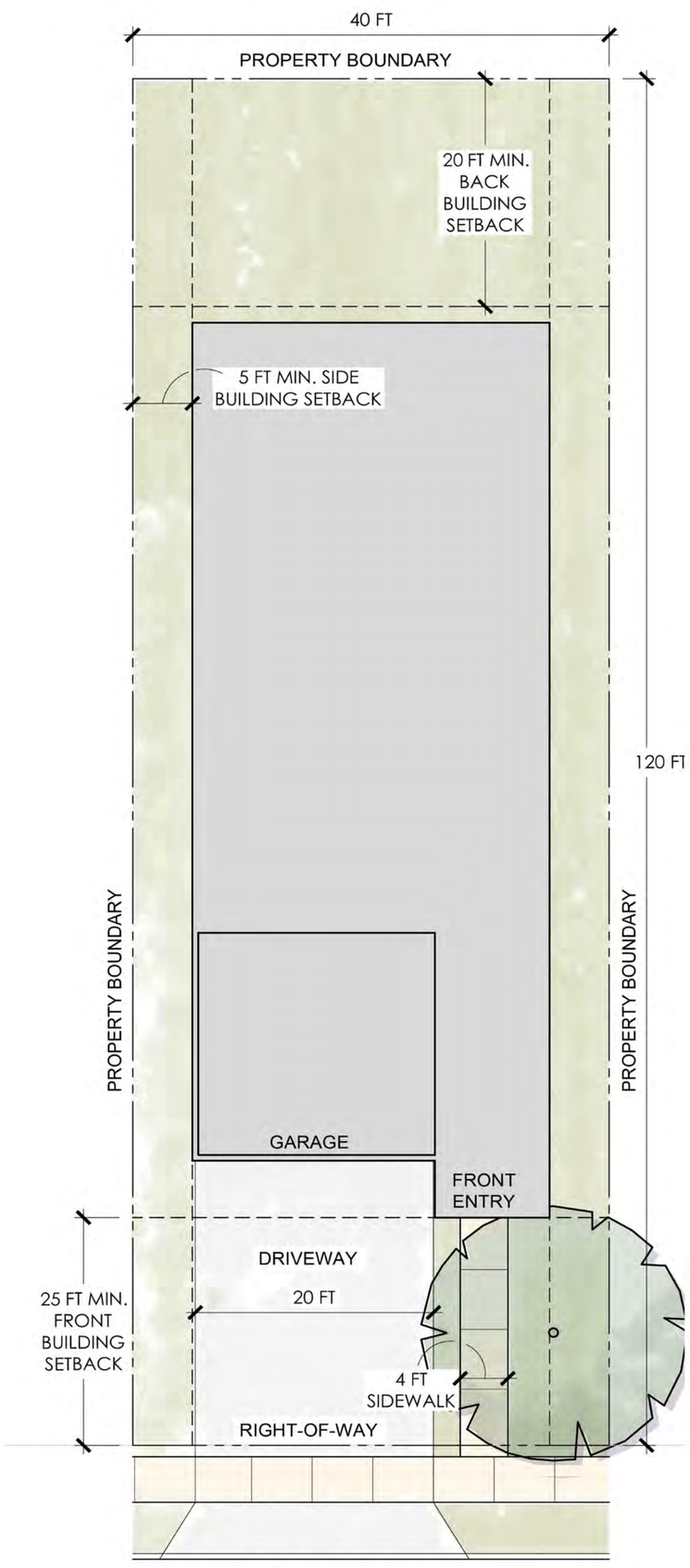
AREA ENLARGEMENT - POND PARK WITH TRAIL

1/16/2026

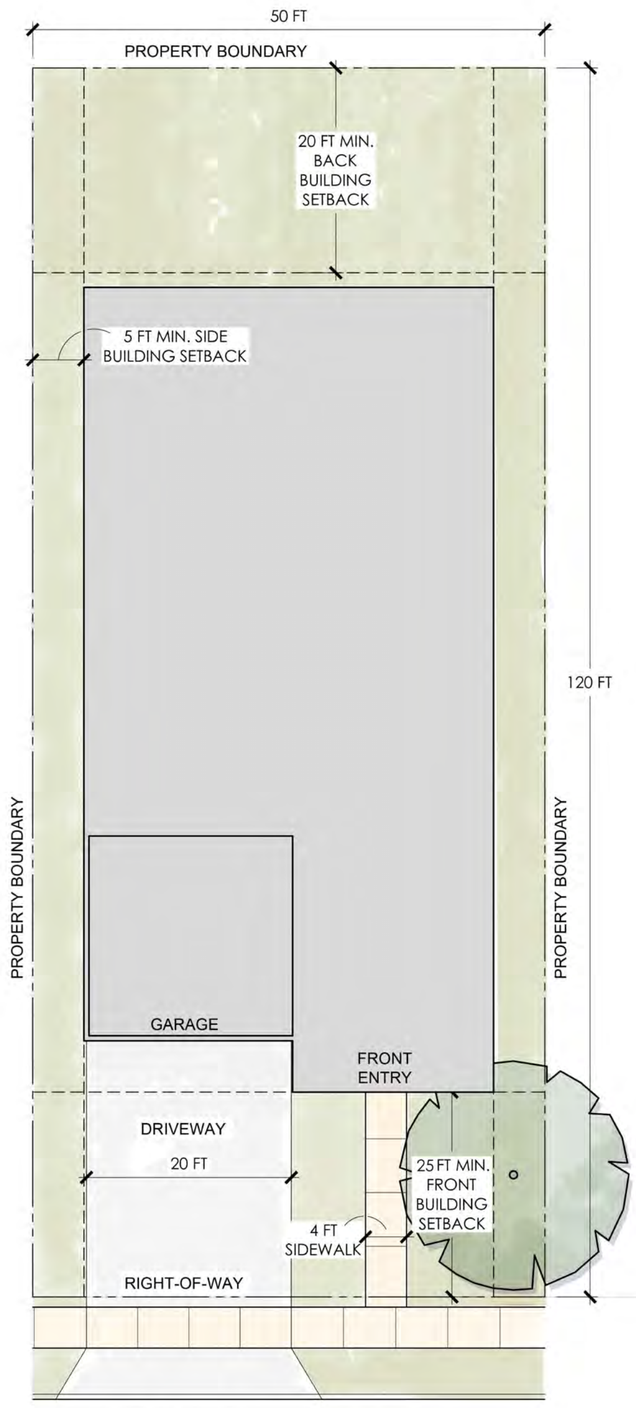
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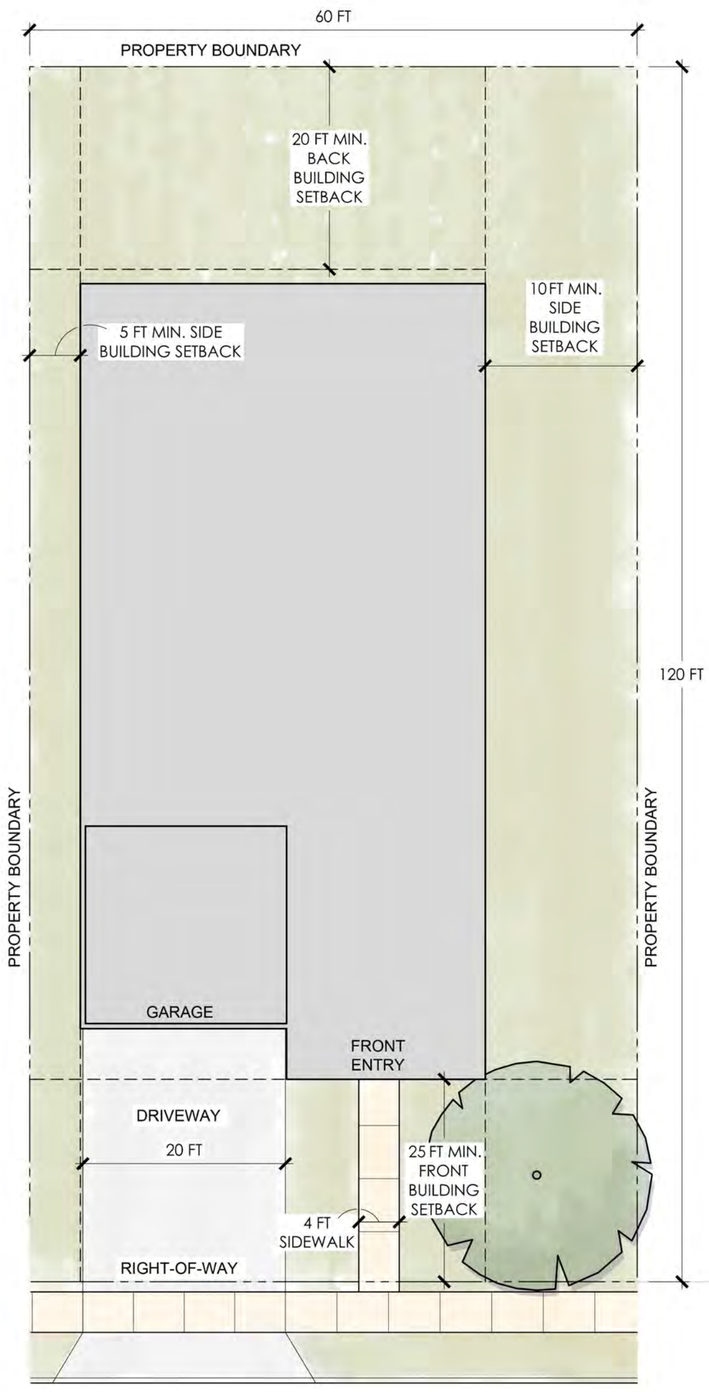
TYPICAL 40'X120' LOT TYPE CORNER



TYPICAL 40'X120' LOT TYPE



TYPICAL 50'X120' LOT TYPE



TYPICAL 50'X120' LOT TYPE CORNER

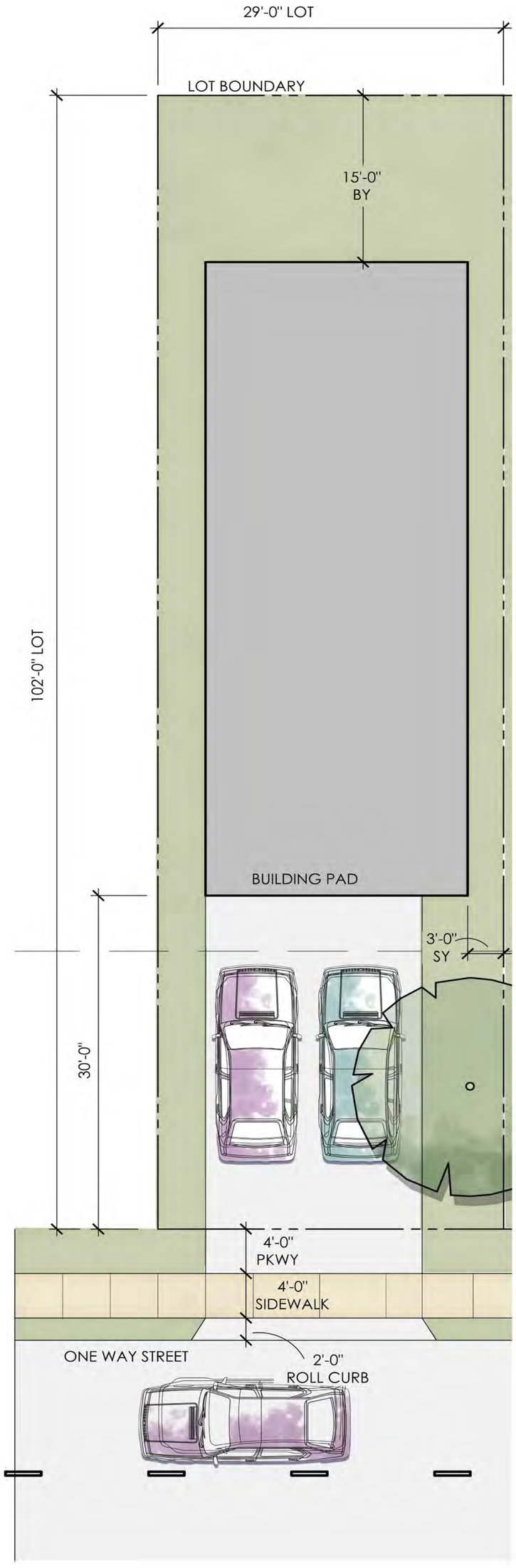
Scale: NTS

job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Talson Design\11 Planning & Zoning\11.01 PZ Final Docs

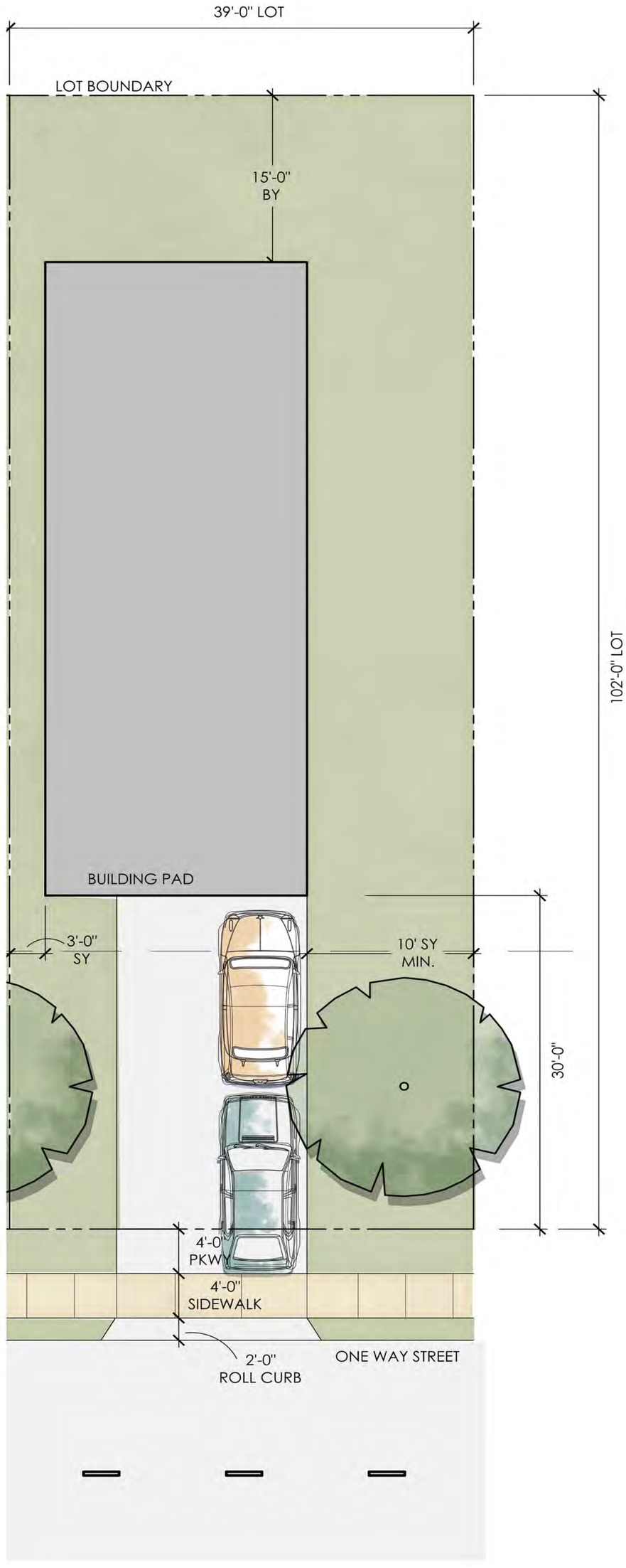
CHAMBERS CREEK

EXHIBIT * - TYPICAL LOT & SIDE LOT LAYOUTS

1/16/2026



TYPICAL 29'X102' LOT TYPE



TYPICAL 29'X102' LOT TYPE CORNER

Scale: NTS

job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Talson Design\11 Planning & Zoning\11.01 PZ Final Docs

CHAMBERS CREEK

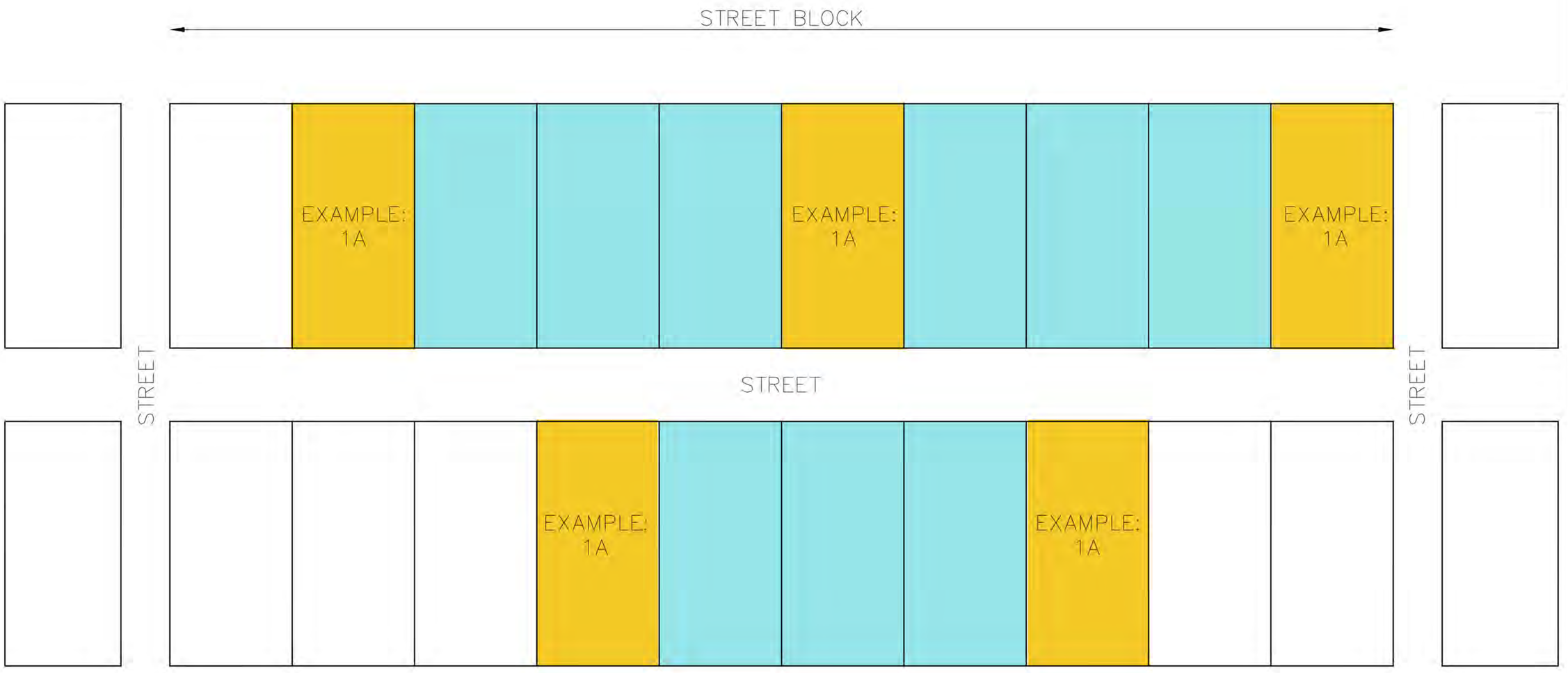
EXHIBIT * - TYPICAL LOT & SIDE LOT LAYOUT

1/16/2026

NOTES:

1. FLOOR PLAN AND ELEVATION SHALL COMPLY WITH THE COMMUNITY DEVELOPMENT AGREEMENT.

2. SAME COMBINATION OF PLAN AND ELEVATION MAY NOT BE REPEATED DIRECTLY ACROSS THE STREET.



job # / file path: P:\616.195 Meritage Homes\003 Alvarado Site Plan\Tolson Design\11 Planning & Zoning\11.01 PZ Final Docs

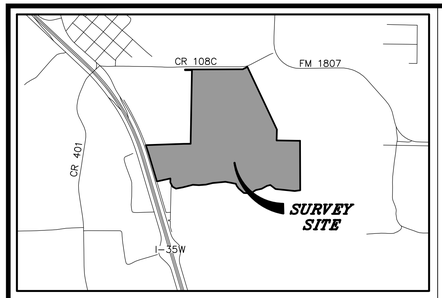
CHAMBERS CREEK

EXHIBIT * - BLOCK VARIETY

1/16/2026

Exhibit "D"
Development Plan

(See Next Page)



VICINITY MAP

1" = 2000'

GRAPHIC SCALE
0 200 300 400 600
(IN FEET)
1 inch = 200 ft.

PHASE	PAD SIZE (LOT SIZE)			TOTAL
	23' (29')	30'(40')	40(50')	
1	75	25	83	**183**
2		42	164	**206**
3		166	26	**192**
4		78	55	**133**
TOTAL	**75**	**311**	**328**	**714**

LEGEND

- = EX. UNDERGROUND GAS
- OH = EX. OVERHEAD WIRES
- = EX. FLOOD PLAIN LIMIT LINE
- = EX. WATER LINE
- = EX. GUARD RAIL
- = EX. WIRE FENCE
- = EX. EDGE OF GRAVEL
- = EX. PROPERTY LINE
- = EX. EASEMENT LINE
- = EX. SECTION LINE
- = EX. PROPOSED LOT LINE
- = EX. EXISTING LOT LINE
- P.O.B. = POINT OF BEGINNING
- D.R.J.C.T. = DEED RECORDS, JOHNSON COUNTY, TEXAS
- R.O.W. = RIGHT-OF-WAY
- BL = BUILDING LINE SETBACK
- = EX. ASPHALT
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- = EX. GAS MARKER POST
- = EX. TELEPHONE PEDESTAL
- = EX. UTILITY POLE
- = EX. GUY WIRE
- = EX. MAILBOX
- = EX. BOLLARD/POST

SURVEYOR'S NOTES

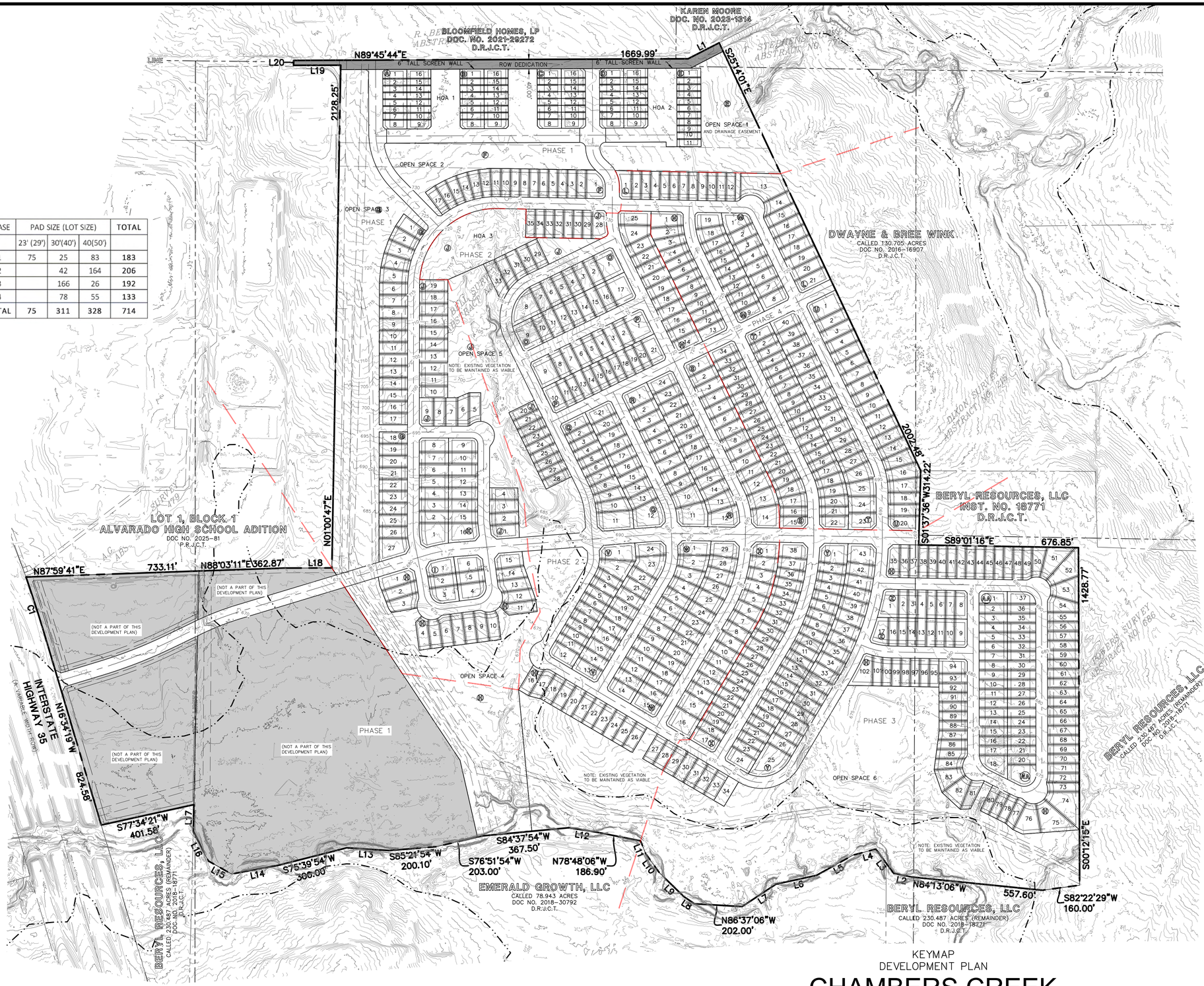
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2. DISTANCES ARE MARKED IN FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (456.67') ARE RECORD OR DEED VALUES.)
3. THIS SUBDIVISION MAY BE SUBJECT TO MATTERS OF TITLE, WHICH MAY BE REVEALED BY A CURRENT TITLE REPORT. PRE-EXISTING EASEMENTS, SETBACKS AND OTHER RESTRICTIONS WHICH MAY BE FOUND IN A CURRENT TITLE REPORT, LOCAL ORDINANCES, DEEDS OR OTHER INSTRUMENTS OF RECORD MAY NOT BE SHOWN.
4. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT TEXAS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. MANHARD CONSULTING, LTD. IS A PROFESSIONAL DESIGN FIRM, REGISTRATION NUMBER F-10194754.
5. THE SUBDIVISION ENTIRELY LIES WITHIN THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS.
6. LOT TYPICAL DETAIL SHOWN ON PLAT SHEET 4.
7. COMMERCIAL AND PARK LOTS ARE NOT A PART OF THIS DEVELOPMENT PLAN.

FLOOD HAZARD NOTE

ACCORDING TO COMMUNITY PANEL NUMBER 48251C0215J, DATED DECEMBER 04, 2012, OF THE FEDERAL EMERGENCY AGENCY, NATIONAL FLOOD INSURANCE PROGRAM MAP, A PORTION OF THIS PROPERTY LIES WITHIN ZONE "A" WHICH IS A SPECIAL FLOOD HAZARD AREAS. IF THIS SITE IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN MADE OR NATURAL CAUSES. THE REMAINDER OF THE PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

BASIS OF BEARINGS

COORDINATES AND BEARINGS ARE BASED UPON THE TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (NAD 83), UTILIZING THE ALTERRA CENTRAL RTKNET VIRTUAL REFERENCE NETWORK. COORDINATES ARE GRID VALUES.



KEYMAP

DEVELOPMENT PLAN

CHAMBERS CREEK

BEING 190.367 ACRES
SITUATED IN THE A. POWERS SURVEY, ABST. NO. 686; THE J. BELL SURVEY, ABST NO. 46; THE R. BELL SURVEY, ABST. NO. 44; THE J. DIXON SURVEY, ABST. NO. 215; THE A.G. KIMBELL SURVEY, ABST. NO. 479 AND THE T. STEPHENS SURVEY, ABST NO. 778
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS
714 RESIDENTIAL LOTS; 6 OPEN SPACE LOTS AND 2 HOA LOTS
APRIL, 2026

Surveyor
Atwell, LLC
505 Pecan Street, Suite 201
Fort Worth, TX 76102
(817) 865-5344
Jeremy Deal, RPLS
jdeal@manhard.com

Engineer
Atwell, LLC
8144 Walnut Hill Lane Suite 750
Dallas, TX 75231
Reece Bierhalter, P.E.
rbierhalter@atwell.com

Owner
Alvarado 228 Development, LLC
205 E. Henderson Street
Cleburne, TX 75031
Douglas Bowyer
dbowyer@frostmartin.com

811 Know what's **below.** **Call** before you dig.

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866.850.4200 www.atwell.com
505 PECAN ST., SUITE 201
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817.865.5344
TX FIRM # 10194242

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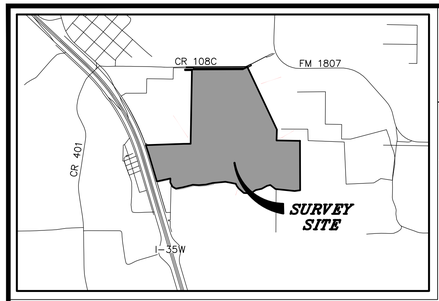
CHAMBERS CREEK
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
DEVELOPMENT PLAN

DATE 04/17/26

REVISIONS

DR.	JAM
CH.	
P.M.	JLD
JOB	26000279
SHEET NO.	1 OF 4

I:\26000279\LAND\DWG\SHEETS\PLAT\PHASE\PHASE 1\26000279_PLAT_PH1.dwg, 4/17/2026 3:39:16 PM, JOSHUA MARSHALL



VICINITY MAP

1" = 2000'

GRAPHIC SCALE

0 100 150 200 300

(IN FEET)

1 inch = 100 ft.

LEGEND

- = EX. UNDERGROUND GAS
- = EX. OVERHEAD WIRES
- = EX. FLOOD PLAIN LIMIT LINE
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R. BELL SURVEY ABSTRACT NO. 44

BLOOMFIELD HOMES, LP
DOC. NO. 2021-29272
D.R.J.C.T.
ZONING: GH– GARDEN HOMES)

KAREN MOORE
DOC. NO. 2023-1314
D.R.J.C.T.
(IN THE ETJ, NO ZONING)

T. STEPHENS SURVEY ABSTRACT NO. 778

APPROXIMATE SURVEY LINE

POB

N89°45'44"E 1669.99'

L1 L19 L20

6' TALL SCREEN WALL | ROW DEDICATION | 6' TALL SCREEN WALL

S25°14'01"E 2002.45'

2128.25'

HOA 1 | HOA 2 | HOA 3

STREET E (A 60' R.O.W.)

STREET F (A 60' R.O.W.)

PHASE 1

OPEN SPACE 1 AND DRAINAGE EASEMENT

ZONE "X"

30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT VOL. 3586, PG. 234 D.R.J.C.T.

30' FREEDOM PIPELINE COMPANY, LLC EASEMENT VOL. 3972, PG. 511 D.R.J.C.T.

100' TEXAS POWER & LIGHT COMPANY EASEMENT VOL. 903, PG. 628 D.R.J.C.T.

OPEN SPACE 2

STREET D (A 50' R.O.W.)

STREET B (A 50' R.O.W.)

OPEN SPACE 4

PHASE 2

STREET G (A 50' R.O.W.)

STREET C (A 50' R.O.W.)

STREET I (A 50' R.O.W.)

STREET J (A 50' R.O.W.)

STREET L (A 50' R.O.W.)

STREET H (A 50' R.O.W.)

OPEN SPACE 5

NOTE: EXISTING VEGETATION TO BE MAINTAINED AS VIABLE

PHASE 4

DWAYNE & BREE WINK
CALLED 130.705 ACRES
DOC NO. 2016-16907
D.R.J.C.T.
(IN THE ETJ, NO ZONING)

40'X70' SURFACE EASEMENT DOC. NO. 20110001747 D.R.J.C.T.

15' ACCESS EASEMENT VOL. 3826, PG. 246 D.R.J.C.T.

LOT 1, BLOCK 1
ALVARADO HIGH SCHOOL ADDITION
DOC NO. 2025-81
P.R.J.C.T.
ZONING: IN– INSTITUTTIONAL DISTRICT)

30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT VOL. 3714, PG. 951 D.R.J.C.T.

30' FREEDOM PIPELINE

BELL SURVEY ABSTRACT NO. 46

MATCHLINE - SEE SHEET 3

PHASE	PAD SIZE (LOT SIZE)			TOTAL
	23' (29')	30'(40')	40(50')	
1	75	25	83	183
2		42	164	206
3		166	26	192
4		78	55	133
TOTAL	75	311	328	714

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Atwell, LLC
505 Pecan Street, Suite 201
Fort Worth, TX 76102
(817) 865-5344
Jeremy Deal, RPLS
jdeal@manhard.com

Engineer
Atwell, LLC
8144 Walnut Hill Lane Suite 750
Dallas, TX 75231
Reece Bierhalter, P.E.
rbierhalter@atwell.com

Owner
Alvarado 228 Development, LLC
205 E. Henderson Street
Cleburne, TX 75031
Douglas Bowyer
dbowyer@frostmartin.com

DEVELOPMENT PLAN

CHAMBERS CREEK

BEING 190.367 ACRES
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CITY OF ALVARADO, JOHNSON COUNTY, TEXAS
714 RESIDENTIAL LOTS; 6 OPEN SPACE LOTS AND 2 HOA LOTS
MARCH, 2026

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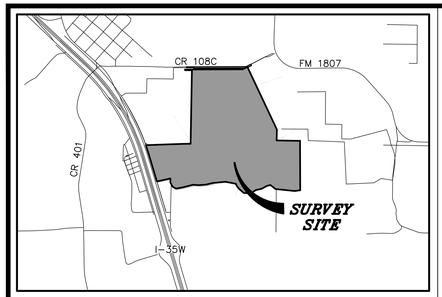
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FORT WORTH, TX 76102
817.865.5344
TX FIRM # 10194242

CLIENT
CHAMBERS CREEK
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
DEVELOPMENT PLAN

DATE 04/17/26

REVISIONS

DR. JAM | CH.
P.M. JLD
JOB 26000279
SHEET NO. 2 OF 4



VICINITY MAP

1" = 2000'

GRAPHIC SCALE
0 100 150 200 300
(IN FEET)
1 inch = 100 ft.

LEGEND

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- OH = EX. OVERHEAD WIRES
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- = EX. BOLLARD/POST

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6. LOT TYPICAL DETAIL SHOWN ON PLAT SHEET 4.
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FLOOD HAZARD NOTE

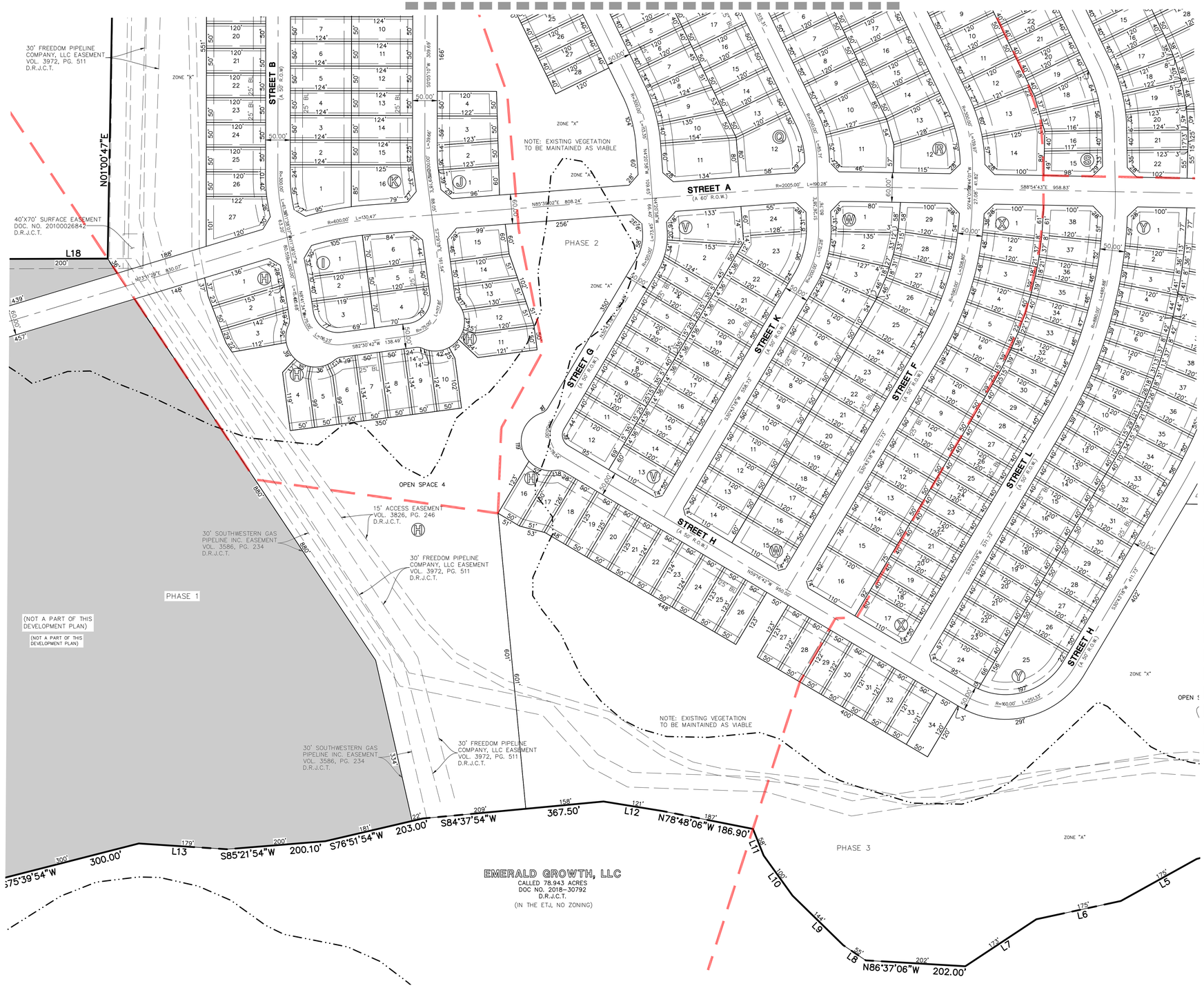
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MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4



PHASE	PAD SIZE (LOT SIZE)			TOTAL
	23' (29')	30'(40')	40(50')	
1	75	25	83	**183**
2		42	164	**206**
3		166	26	**192**
4		78	55	**133**
TOTAL	75	311	328	**714**

Surveyor
Atwell, LLC
505 Pecan Street, Suite 201
Fort Worth, TX 76102
(817) 865-5344
Jeremy Deal, RPLS
jdeal@manhard.com

Engineer
Atwell, LLC
8144 Walnut Hill Lane Suite 750
Dallas, TX 75231
Reece Bierhalter, P.E.
rbierhalter@atwell.com

Owner
Alvarado 228 Development, LLC
205 E. Henderson Street
Cleburne, TX 75031
Douglas Bowyer
dbowyer@frostmartin.com

DEVELOPMENT PLAN

CHAMBERS CREEK

BEING 190.367 ACRES
SITUATED IN THE A. POWERS SURVEY, ABST. NO. 686; THE J. BELL SURVEY, ABST NO. 46; THE R. BELL SURVEY, ABST. NO. 44; THE J. DIXON SURVEY, ABST. NO. 215; THE A.G. KIMBELL SURVEY, ABST. NO. 479 AND THE T. STEPHENS SURVEY, ABST NO. 778
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS
714 RESIDENTIAL LOTS; 6 OPEN SPACE LOTS AND 2 HOA LOTS
APRIL, 2026

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817.865.5344
TX ECS 5400 / F-10242

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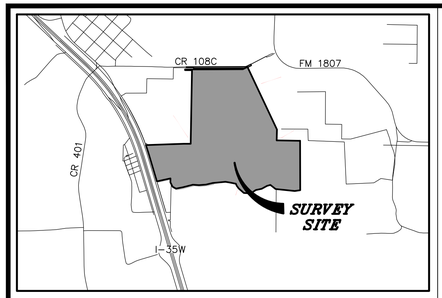
CHAMBERS CREEK
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
DEVELOPMENT PLAN

DATE 04/17/26

REVISIONS

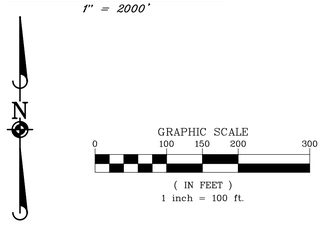
DR. JAM | CH.
P.M. JLD
JOB 26000279
SHEET NO. 3 OF 4

G:\26000279 Master Development Group\Engineering\Drawings\Plat\26000279 MP PLAT SHEET 3 OF 4.dwg, 4/17/26, Joshua Marshall



VICINITY MAP

1" = 2000'



LEGEND

G	= EX. UNDERGROUND GAS
OH	= EX. OVERHEAD WIRES
	= EX. FLOOD PLAIN LIMIT LINE
	= EX. WATER LINE
	= EX. GUARD RAIL
	= EX. WIRE FENCE
	= EX. EDGE OF GRAVEL
	= EX. PROPERTY LINE
	= EX. EASEMENT LINE
	= EX. SECTION LINE
	= EX. PROPOSED LOT LINE
	= EX. EXISTING LOT LINE
P.O.B.	= POINT OF BEGINNING
D.R.J.C.T.	= DEED RECORDS, JOHNSON COUNTY, TEXAS
R.O.W.	= RIGHT-OF-WAY
BL	= BUILDING LINE SETBACK
	= EX. ASPHALT
	= EX. GRAVEL
	= EX. GAS VALVE
	= EX. JULIE GAS MARKER
	= EX. GAS MARKER POST
	= EX. TELEPHONE PEDESTAL
	= EX. UTILITY POLE
	= EX. GUY WIRE
	= EX. MAILBOX
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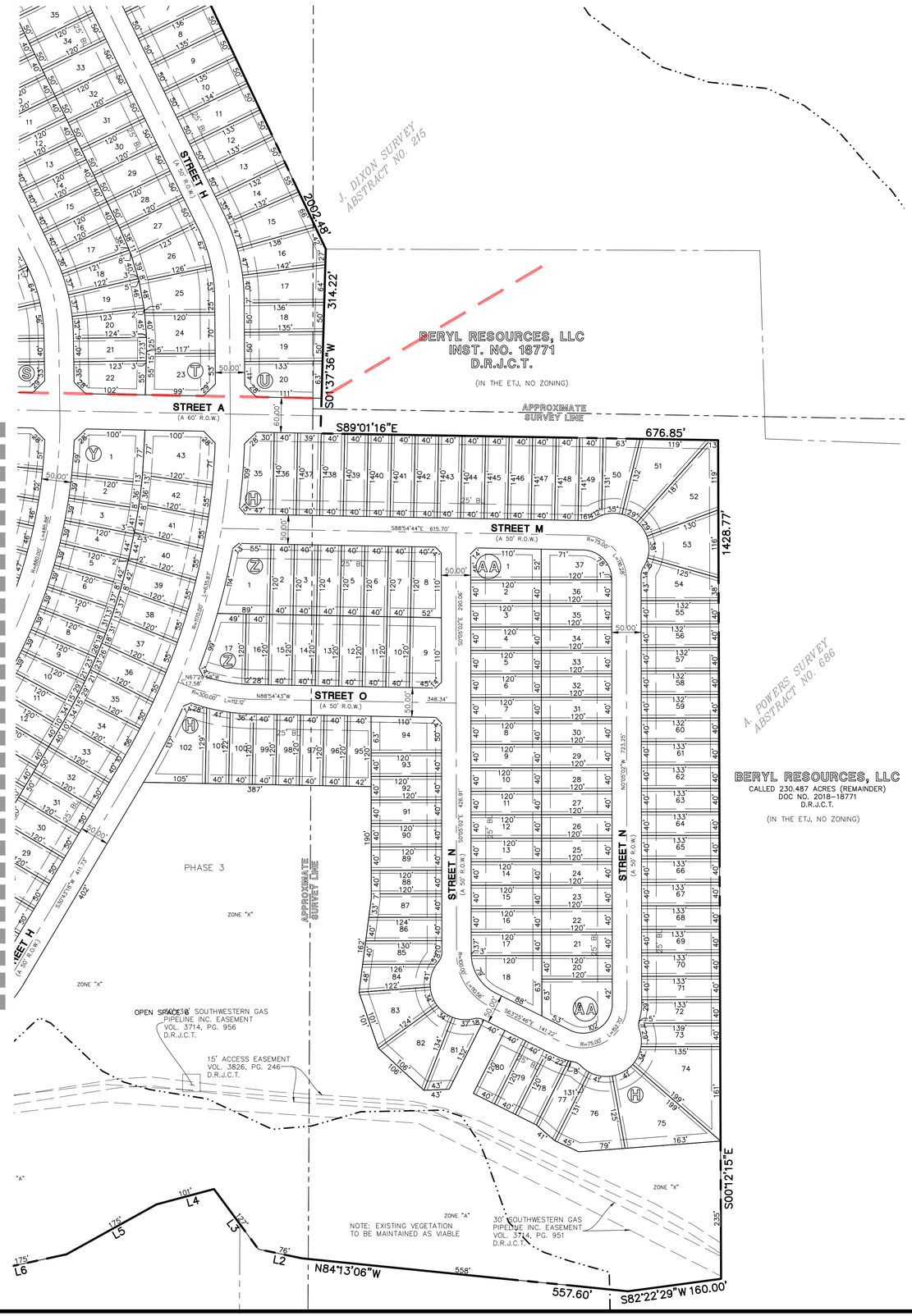
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MATCHLINE - SEE SHEET 3



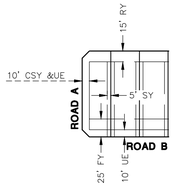
CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	5904.58'	2°38'45"	272.67'	N17°50'20"W	272.65'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°48'30"E	147.84'
L2	N78°11'06"W	75.80'
L3	N36°28'06"W	127.40'
L4	S75°02'54"W	101.10'
L5	S60°58'54"W	175.40'
L6	S77°47'51"W	175.00'
L7	S56°30'54"W	172.60'
L8	N55°59'06"W	54.80'
L9	N45°42'06"W	143.80'
L10	N35°43'06"W	100.00'
L11	N21°54'06"W	58.20'
L12	N80°49'06"W	120.90'
L13	N86°16'06"W	178.50'
L14	S79°27'54"W	200.60'
L15	N60°35'35"W	113.10'
L16	N26°54'15"W	139.50'
L17	N01°04'35"E	113.85'
L18	N89°48'52"E	199.83'
L19	S89°49'45"W	199.77'
L20	N01°10'12"E	20.88'

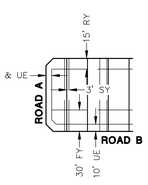
LOT TYPICAL DETAIL

1" = 100'

40' & 50' LOT WIDTH



29' LOT WIDTH



BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.
(IN THE ETJ, NO ZONING)

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Dallas, TX 75231
Reece Bierhalter, P.E.
rbierhalter@atwell.com

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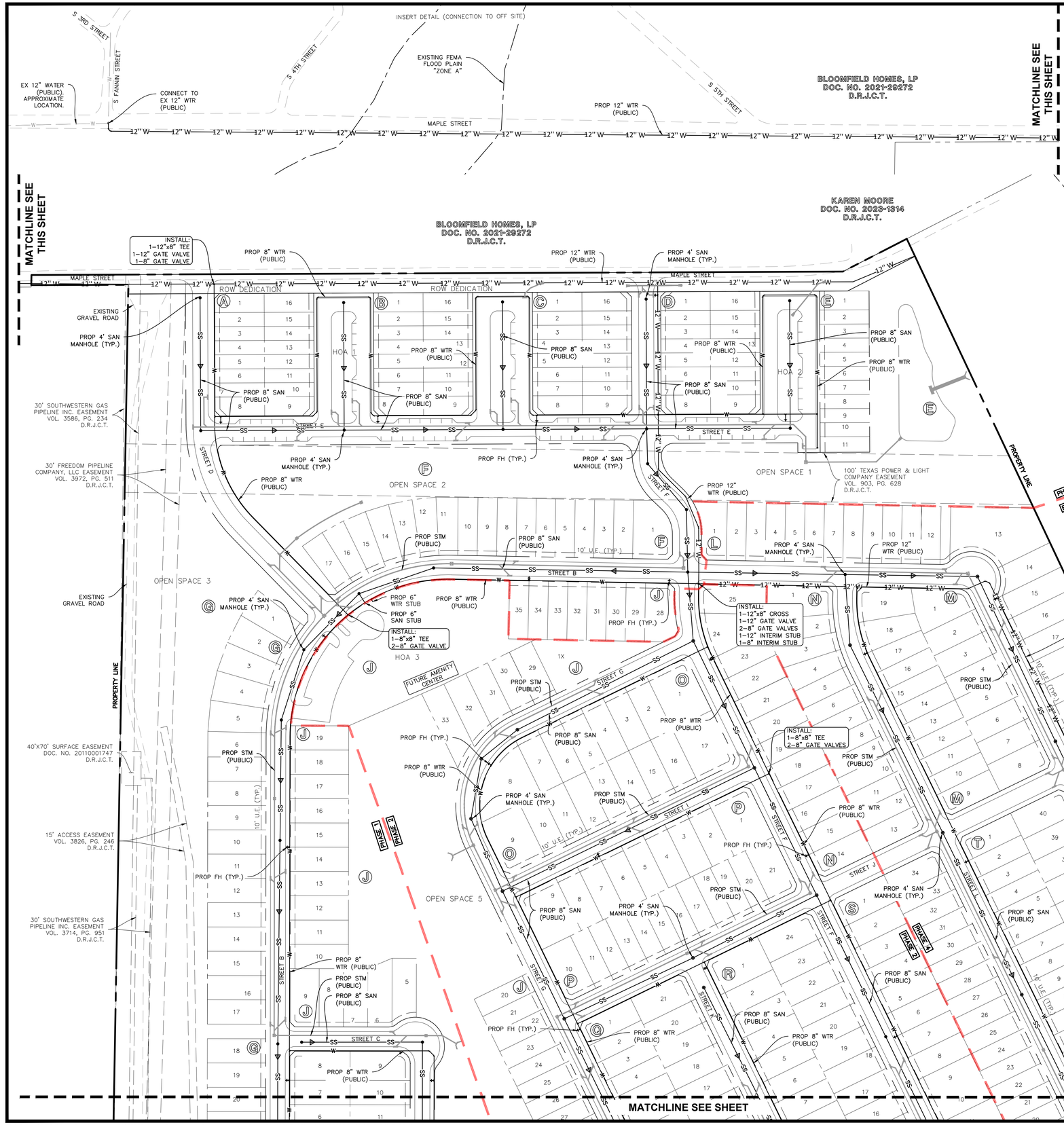
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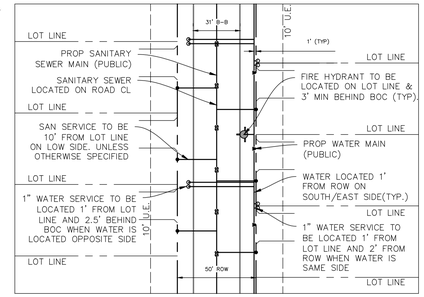
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JOHNSON COUNTY, TEXAS
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DATE 04/17/26

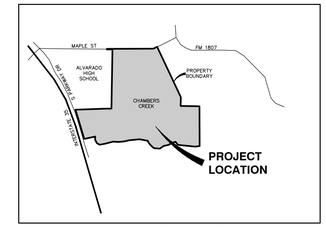
REVISIONS

DR. JAM CH.
P.M. JLD
JOB 26000279
SHEET NO. 4 OF 4

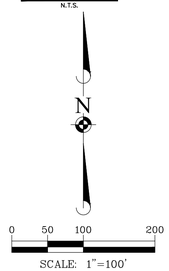




WATER & SANITARY SEWER SERVICE DETAIL N.T.S.

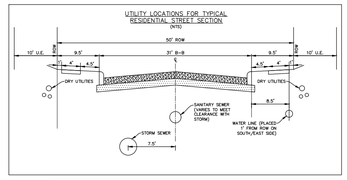


LOCATION MAP



UTILITY LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER



07-01-2023

UTILITY NOTES:

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE JURISDICTIONAL GOVERNMENTAL ENTITY STANDARDS AND SPECIFICATIONS, UNLESS OTHERWISE NOTED WITHIN THESE PLANS AND APPROVED BY GOVERNMENTAL ENTITY.
2. WHERE CONTINUATION OF A SANITARY SEWER MAIN OR SERVICE IS SPECIFIED WITHIN THESE PLANS, THE CONTRACTOR SHALL TIE A 1" WIDE PIECE OF RED PLASTIC FLAGGING TO THE END OF THE SEWER PIPE AND SHALL LEAVE A MINIMUM OF 36" OF FLAGGING EXPOSED AFTER BACKFILL. FOLLOWING INSTALLATION OF PAVING AND CURBS, CONTRACTOR IS TO MARK THE SERVICE ACCORDING TO CITY STANDARDS.
3. CONTRACTOR SHALL CORE AND BOOT ALL PIPE ENTRANCES TO EXISTING SANITARY SEWER MANHOLES.
4. UNLESS OTHERWISE SPECIFIED, EXTERNAL CHIMNEY DEALS ARE REQUIRED ON PROPOSED AND ADJUSTED EXISTING SANITARY SEWER MANHOLES.
5. ALL TESTING OF THE SANITARY SEWER SYSTEM SHALL BE IN ACCORDANCE WITH THE APPLICABLE CITY STANDARDS AND SPECIFICATIONS.
6. ALL METER BOXES ARE TO BE LOCATED WITHIN NON-TRAFFIC AREA, UNLESS NOTED OTHERWISE APPROVED BY THE CITY. IN THE FORMER CASE, THE METER BOX MUST CARRY AN H-20 LOADING RATING FOR THE LID, AT A MINIMUM.
7. VALVE BOXES ARE TO BE FURNISHED AND SET ON EACH GATE VALVE AFTER FINAL CLEAN-UP AND ALIGNMENT HAS BEEN COMPLETED. THE UTILITY CONTRACTOR SHALL POUR A 24"x24"x6" CONCRETE BLOCK AROUND ALL VALVE BOX TOPS, LEVEL WITH FINISHED GRADE.
8. ALL D.I. WATER MAIN FITTINGS SHALL BE WRAPPED
9. THE CONTRACTOR SHALL CONTACT TEXAS 811 PRIOR TO ANY WORK TO LOCATE UTILITIES AND SHALL CONTACT THE OWNER SHOULD UTILITIES APPEAR TO BE IN CONFLICT WITH THE PROPOSED IMPROVEMENT.
10. ROUTING OF GAS, ELECTRIC AND TELEPHONE SERVICES, IF SHOWN, ARE APPROXIMATE ONLY AND SUBJECT TO CHANGE BASED UPON FINAL REVIEW AND APPROVAL BY RESPECTIVE UTILITY COMPANIES AND OWNER. CONTRACTOR SHALL CONTACT EACH UTILITY COMPANY AND COORDINATE FINAL LOCATIONS FOR ALL UTILITY SERVICES PRIOR TO START OF CONSTRUCTION.
11. ALL EXISTING UTILITIES SHOWN HAVE BE COMPILED FROM MULTIPLE SOURCES AND ARE NOT TO BE INTERPRETED AS THE EXACT ELEVATION OR LOCATION, OR AS THE ONLY OBSTACLES THAT MAY OCCUR ON THE SITE. CONTRACTOR SHALL EXCAVATE AND VERIFY ALL EXISTING SEWER, WATER MAIN AND DRY UTILITY LOCATIONS, SIZES, CONDITIONS & ELEVATIONS AT PROPOSED POINTS OF CONNECTION AND CROSSINGS PRIOR TO ANY UNDERGROUND CONSTRUCTION AND NOTIFY THE OWNER OF ANY DISCREPANCIES OR CONFLICTS.
12. THE CONTRACTOR SHALL ADJUST RIM ELEVATIONS OF ALL EXISTING STRUCTURES TO PROPOSED FINISH GRADES.
13. FIRE HYDRANTS TO BE PLACED 3' FROM BOC, UNLESS OTHERWISE SPECFIED.
14. SANITARY SEWER MANHOLES TO HAVE A MAXIMUM SPACING OF 500 FT.

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24 HOUR EMERGENCY CONTACT

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9001 AIRPORT FREEWAY, SUITE 660
NORTH RICHLAND HILLS, TX 76180
972.638.8860

1303 S. PARKWAY DRIVE

CITY OF ALVARADO

JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO

AVALON DEVELOPMENT GROUP

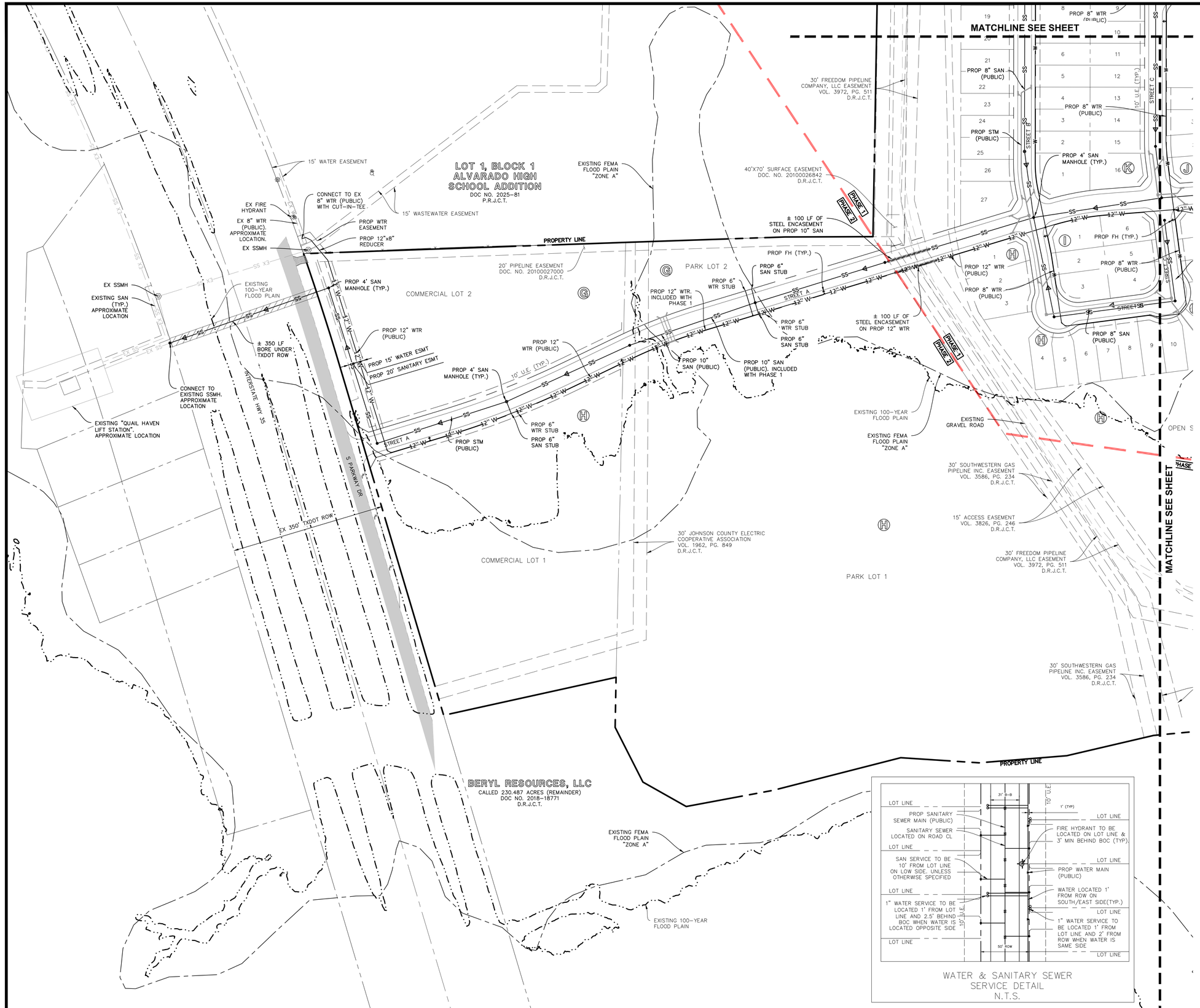
DEVELOPMENT PLAN

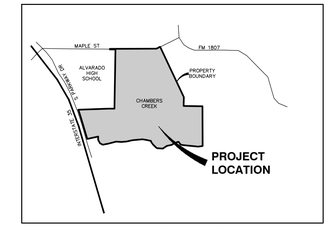
UTILITY PLAN 1 OF 3

DATE 4/17/2026

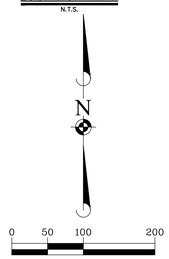
REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. -----



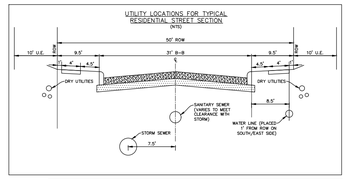


LOCATION MAP
N.T.S.



UTILITY LEGEND

- PROPOSED FIRE HYDRANT
- PROPOSED SANITARY MANHOLE
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER



07-07-2023

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6. ALL METER BOXES ARE TO BE LOCATED WITHIN NON-TRAFFIC AREA, UNLESS NOTED OTHERWISE APPROVED BY THE CITY. IN THE FORMER CASE, THE METER BOX MUST CARRY AN H-20 LOADING RATING FOR THE LID, AT A MINIMUM.
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811
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9001 AIRPORT FREEWAY, SUITE 660
NORTH RICHLAND HILLS, TX 76180
972.638.8860

1303 S. PARKWAY DRIVE
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
UTILITY PLAN 2 OF 3

DATE **4/17/2026**

REVISIONS

DRAWN BY: **JWG**
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.: ----

MATCHLINE SEE SHEET

MATCHLINE SEE SHEET

PROP STM (PUBLIC)
PROP 8" SAN (PUBLIC)
PROP 8" WTR (PUBLIC)
PROP 4' SAN MANHOLE (TYP.)
PROP 10" SAN (PUBLIC)
PROP 12" WTR (PUBLIC)
INSTALL: 1-12"x8" CROSS 2-8" GATE VALVES 1-12" GATE VALVE
INSTALL: 1-8"x8" TEE 2-8" GATE VALVES
INSTALL: 1-12"x8" TEE 1-12" GATE VALVE 1-8" GATE VALVE
INSTALL: 1-8"x8" TEE 2-8" GATE VALVE
PROP FH (TYP.)
PROP 12" WTR STUB FOR FUTURE CONNECTION
PROP 10" WTR (PUBLIC)
PROP 12" WTR (PUBLIC)

STREET A
STREET C
STREET C-S
STREET E
STREET F
STREET F-S
STREET L
STREET L-S
STREET M
STREET N
STREET N-S
STREET O

10' U.E. (TYP.)

OPEN SPACE 4
OPEN SPACE 6

PHASE 1
PHASE 2
PHASE 3
PHASE 4

PROPERTY LINE

BERYL RESOURCES, LLC
INST. NO. 18771
D.R.J.C.T.

EMERALD GROWTH, LLC
CALLED 78.943 ACRES
DOC NO. 2018-30792
D.R.J.C.T.

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

EXISTING 100-YEAR FLOOD PLAIN
EXISTING GRAVEL ROAD
EXISTING FEMA FLOOD PLAIN "ZONE A"

30' FREEDOM PIPELINE COMPANY, LLC EASEMENT VOL. 3972, PG. 511 D.R.J.C.T.

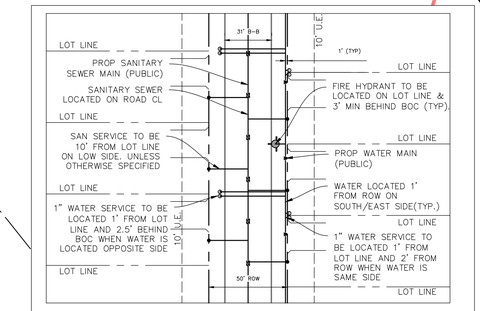
30'X30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT VOL. 3714, PG. 956 D.R.J.C.T.

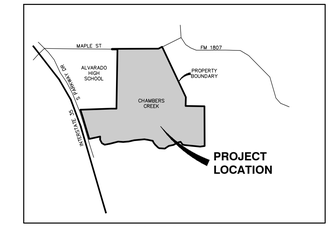
30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT VOL. 3714, PG. 951 D.R.J.C.T.

15' ACCESS EASEMENT VOL. 3826, PG. 246 D.R.J.C.T.

10' WATER EASEMENT

WATER & SANITARY SEWER SERVICE DETAIL
N.T.S.





LOCATION MAP
N.T.S.

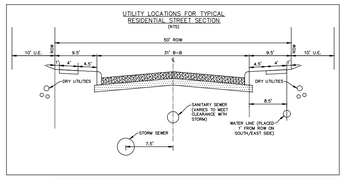
N

0 50 100 200
SCALE: 1"=###'

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- PROPOSED SANITARY MANHOLE
- PROPOSED WATER
- PROPOSED SANITARY SEWER
- EXISTING WATER
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- EXISTING SANITARY SEWER

UTILITY LOCATIONS FOR TYPICAL RESIDENTIAL STREET SECTION (NTS)



07-07-2023

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CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
UTILITY PLAN 3 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. -----

PHASE 1 TO CONNECT TO EXISTING MAPLE STREET AND PHASE 2 TO DEMO ASPHALT AND INSTALL HALF SECTION DETAILED ON SHEET.

25.5' B-E | 22' E-E | 40' ROW | 80' FUTURE ROW

BLOOMFIELD HOMES, LP
DOC. NO. 2021-28272
D.R.J.C.T.

PHASE 1 TO CONNECT TO EXISTING MAPLE STREET AND PHASE 2 TO DEMO ASPHALT AND INSTALL HALF SECTION DETAILED ON SHEET.

CONSTRUCT INTERIM PAVEMENT PRIOR TO MAPLE IMPROVEMENTS

25.5' B-E

MAPLE STREET

EXISTING GRAVEL ROAD

CONSTRUCT INTERIM PAVEMENT PRIOR TO MAPLE IMPROVEMENTS

STREET D | STREET E | STREET F

31' B-B | 60' ROW | 28' B-B | 37' B-B | 23' ROW | 22' F-F | 9'

HOA 1 | HOA 2

R=15' | R=25' | R=20' | R=50' | R=300' | R=350' | R=800'

PROP 4' SW (BY DEVELOPER) (TYP.)

22' PARALLEL PARKING STALLS

9' PARALLEL STRIPING

OPEN SPACE 1 | OPEN SPACE 2 | OPEN SPACE 3 | OPEN SPACE 5

PROPERTY LINE

PHASE 1 | PHASE 4

STREET B | STREET C | STREET G | STREET I | STREET J | STREET H

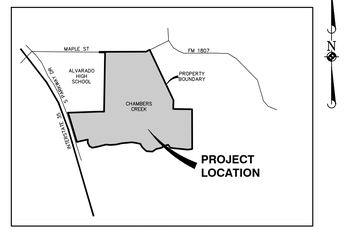
50' ROW | 62' B-B | 46' B-B | R=34.5' | R=50.6' | R=50.5'

HOA 3

PROP 4' SW (BY OWNER) (TYP.)

DWAYNE & BREE WINK
CALLED 130.705 ACRES
DOC NO. 2016-16907
D.R.J.C.T.

MATCHLINE SEE SHEET



LOCATION MAP
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

PAVING LEGEND

RESIDENTIAL COLLECTOR STREET
8" 4000 PSI AT 28 DAYS CONCRETE PAVEMENT WITH #4 BARS ON 24" O.C.E.W. ON 6" LIME OR CEMENT STABILIZED SUBGRADE PER CITY OF ALVARADO STANDARDS AND SPECIFICATIONS AND GEOTECHINCAL RECOMMENDATIONS

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4' SIDEWALKS (BY DEVELOPER)
4" 3,000 PSI CONCRETE PAVEMENT PLACED ON A 2" SAND CUSHION WITH #3 BARS @ 18" O.C.E.W. WITH SUBGRADE PER CITY OF ALVARADO STANDARDS AND SPECIFICATIONS

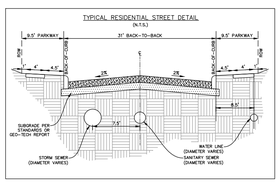
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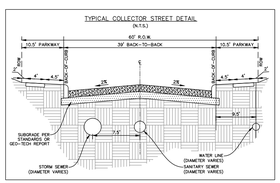
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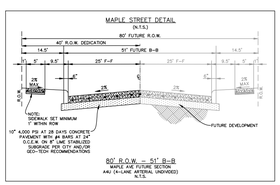
TYPICAL RESIDENTIAL STREET DETAIL (N.T.S.)



TYPICAL COLLECTOR STREET DETAIL (N.T.S.)



MAPLE STREET DETAIL (N.T.S.)



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JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
PAVING PLAN 1 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO: ----

MATCHLINE SEE SHEET

LOT 1, BLOCK 1
ALVARADO HIGH
SCHOOL ADDITION
DOC NO. 2025-81
P.R.J.C.T.

EXISTING FEMA FLOOD PLAIN "ZONE A"

EXISTING GRAVEL ROAD

PROPERTY LINE

PARK LOT 2

COMMERCIAL LOT 2

EXISTING 100-YEAR FLOOD PLAIN

INTERSTATE HWY 35

60' ROW

R=1200'

PROP 4' SW (BY DEVELOPER) (TYP.)

PAVEMENT TO BE INCLUDED WITH PHASE 2

STREET A

R=2000'

39' B-B

PAVEMENT TO BE INCLUDED WITH PHASE 2

CONNECT TO EXISTING S PARKWAY DR

R=30'

S PARKWAY DR

100' STORAGE

205' DECELERATION

50' TAPER

CONNECT TO EXISTING PAVEMENT. BEGIN TAPER

EX 350' TXDOT ROW

COMMERCIAL LOT 1

PARK LOT 1

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

EXISTING FEMA FLOOD PLAIN "ZONE A"

EXISTING 100-YEAR FLOOD PLAIN

EXISTING 100-YEAR FLOOD PLAIN

EXISTING FEMA FLOOD PLAIN "ZONE A"

EXISTING GRAVEL ROAD

EXISTING GRAVEL ROAD

PHASE 1
PHASE 2

STREET B

STREET C

R=300'

R=600'

R=345'

R=50.5'

R=34.5'

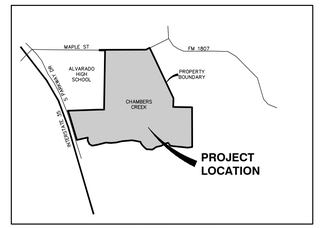
31' B-B

50' ROW

MATCHLINE SEE SHEET

PROPERTY LINE

OPEN SP



LOCATION MAP
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

PAVING LEGEND

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8" 4000 PSI AT 28 DAYS CONCRETE PAVEMENT WITH #4 BARS ON 24" O.C.E.W. ON 6" LIME OR CEMENT STABILIZED SUBGRADE PER CITY OF ALVARADO STANDARDS AND SPECIFICATIONS AND GEOTECHINCAL RECOMMENDATIONS

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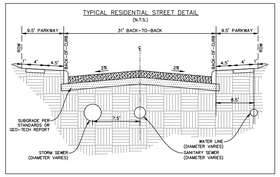
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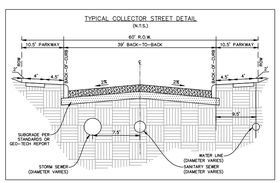
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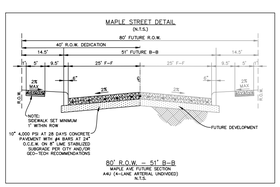
TYPICAL RESIDENTIAL STREET DETAIL
(N.T.S.)



TYPICAL COLLECTOR STREET DETAIL
(N.T.S.)



MAPLE STREET DETAIL
(N.T.S.)



80' R.O.W. - 51' B-B
MAPLE AVE FUTURE SECTION
A4U (4-LANE ARTERIAL UNDIVIDED)
N.T.S.

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CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
PAVING PLAN 2 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. -----

MATCHLINE SEE SHEET

MATCHLINE SEE SHEET

STREET A

STREET C

STREET G

STREET H

STREET K

STREET L

STREET M

STREET N

STREET O

OPEN SPACE 4

OPEN SPACE 6

PHASE 2

PHASE 3

PHASE 4

PROPERTY LINE

PROP 4' SW (BY DEVELOPER) (TYP.)

EXISTING FEMA FLOOD PLAIN "ZONE A"

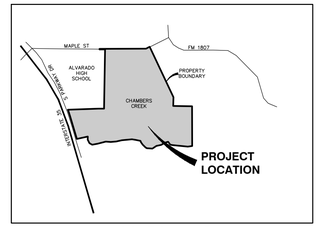
EXISTING 100-YEAR FLOOD PLAIN

EXISTING GRAVEL ROAD

BERYL RESOURCES, LLC
INST. NO. 18771
D.R.J.C.T.

EMERALD GROWTH, LLC
CALLED 78.943 ACRES
DOC NO. 2018-30792
D.R.J.C.T.

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.



LOCATION MAP
N.T.S.

SCALE: 1"=100'

PAVING LEGEND

RESIDENTIAL COLLECTOR STREET
8" 4000 PSI AT 28 DAYS CONCRETE PAVEMENT WITH #4 BARS ON 24" O.C.E.W. ON 6" LIME OR CEMENT STABILIZED SUBGRADE PER CITY OF ALVARADO STANDARDS AND SPECIFICATIONS AND GEOTECHINCAL RECOMMENDATIONS

RESIDENTIAL STREET
7" 4000 PSI AT 28 DAYS CONCRETE PAVEMENT WITH #4 BARS ON 24" O.C.E.W. ON 6" LIME OR CEMENT STABILIZED SUBGRADE PER CITY OF ALVARADO STANDARDS AND SPECIFICATIONS AND GEOTECHINCAL RECOMMENDATIONS

4' SIDEWALKS (BY DEVELOPER)
4" 3,000 PSI CONCRETE PAVEMENT PLACED ON A 2" SAND CUSHION WITH #3 BARS @ 18" O.C.E.W. WITH SUBGRADE PER CITY OF ALVARADO STANDARDS AND SPECIFICATIONS

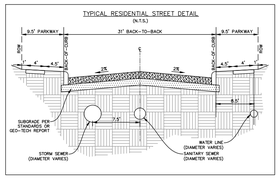
4' SIDEWALKS (BY OWNER)
4" 3,000 PSI CONCRETE PAVEMENT PLACED ON A 2" SAND CUSHION WITH #3 BARS @ 18" O.C.E.W. WITH SUBGRADE PER CITY OF ALVARADO STANDARDS AND SPECIFICATIONS

BARRIER FREE RAMP (BY DEVELOPER)

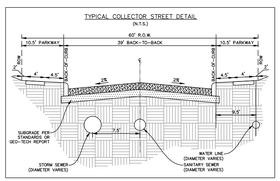
PAVING NOTES:

1. ALL DIMENSIONS ARE BACK OF CURB TO BACK OF CURB AND CURB RETURN RADII ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.
2. ALL PROPOSED CURB AND GUTTER SHALL BE POURED INTEGRALLY, UNLESS OTHERWISE NOTED.
3. ALL ROADWAY SIGNAGE, STRIPING, SYMBOLS, ETC. SHALL BE IN ACCORDANCE WITH LATEST JURISDICTIONAL GOVERNMENTAL ENTITY DETAILS.
4. SOME EXISTING ITEMS TO BE REMOVED HAVE BEEN DELETED FROM THIS PLAN FOR CLARITY. SEE DEMOLITION PLAN FOR ITEMS DELETED.
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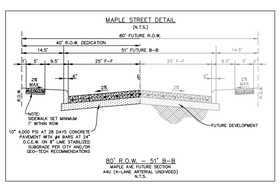
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(N.T.S.)



TYPICAL COLLECTOR STREET DETAIL
(N.T.S.)



MAPLE STREET DETAIL
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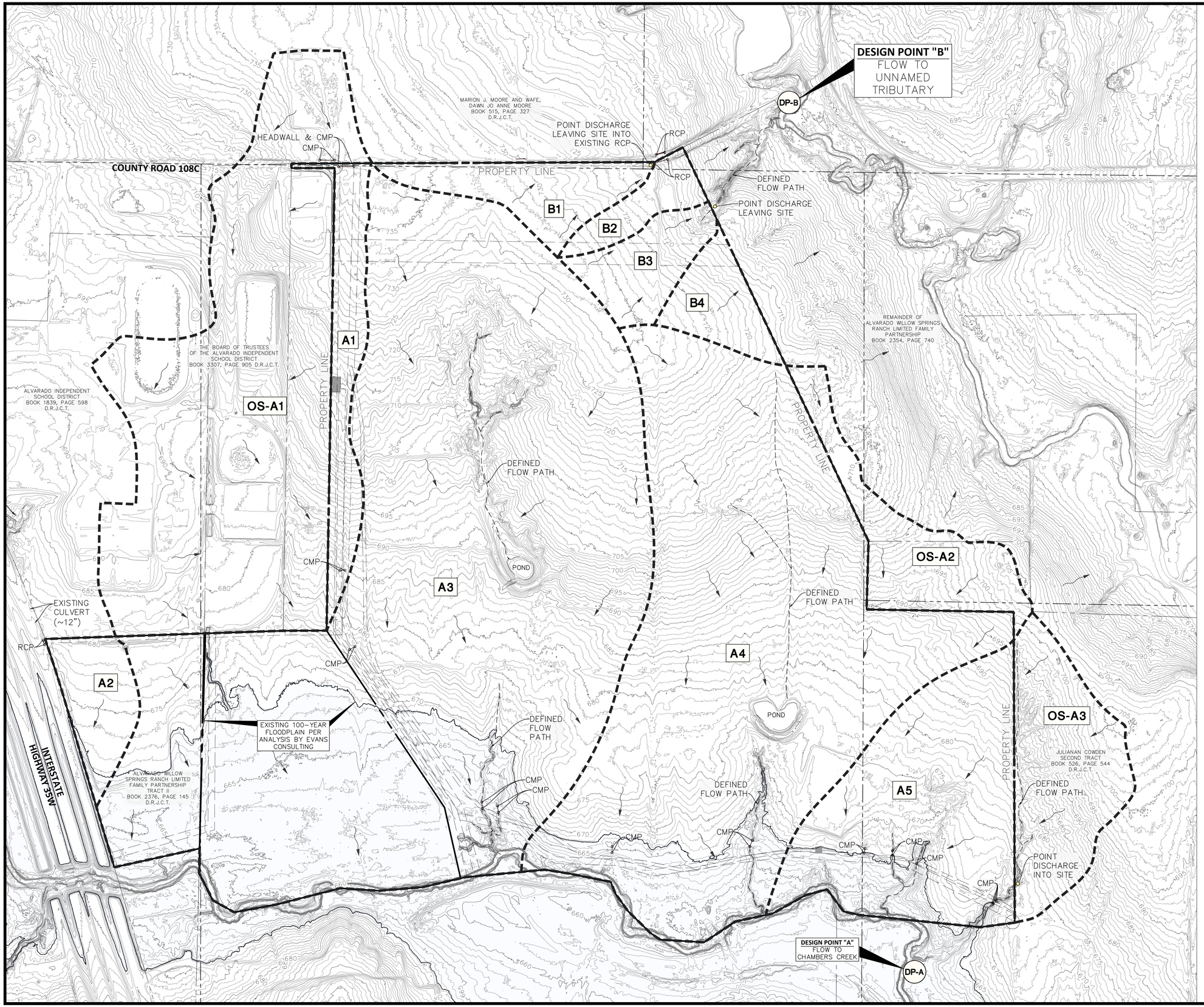
CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
PAVING PLAN 3 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.: -----

Plot Date: 04/17/26 Dwg Name: K:\26000279 Avalon Development Group Chambers Creek\05_CAD\PHASE (IF NECESSARY)\05.02_SHEET FILES\Eng\Development Plan – Paving Layout.dwg Updated By: jgreene



N

0 100 200 400

SCALE: 1"=200'

LEGEND

- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- DRAINAGE DIVIDE
- A — DRAINAGE ID
- DP-X — DESIGN POINT
- PROPERTY BOUNDARY
- EXISTING STORM/SWALE
- FLOODPLAIN LIMITS
- DEFINED FLOW PATH
- LAND FLOW DIRECTION

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CITY OF ALVARADO

JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO

AVALON DEVELOPMENT GROUP

DEVELOPMENT PLAN

EXISTING DRAINAGE AREA MAP

DATE 4/17/2026

REVISIONS

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CHRISTOPHER M. BRYANT, P.E.
TEXAS P.E. No. 140551
ISSUED THIS DATE: 04/17/2026

DRAWN BY:
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.

Plot Date: 04/17/26 Dwg Name: K:\26000279 Avalon Development Group Chambers Creek\05_CAD\PHASE (IF NECESSARY)\05.02_SHEET FILES\Eng\26000279 EXISTING DRAINAGE AREA MAP.dwg Updated By: cbryant

10. Pre-Development Drainage Area Map
    a. Project boundaries
    b. Existing topography (1 or 2 foot contour interval, 5 or 10 foot for areas more than one square mile)
    c. USDA hydrologic soil types (or separate soils maps)
    d. Perennial or intermittent stream centerlines
    e. Delineate FEMA floodplains, studied floodplains, floodplain easements and open channels
    f. Location of wetlands, dams and impoundments
    g. Existing roads, buildings and other impervious areas
    h. Locations and size major utility lines and easements
    i. Location, size, and City File Number for existing stormwater conveyance systems such as storm drains, inlets, catch basins, channels, swales, and areas of overland flow
    j. Locations and dimensions of channels, bridges, or culvert crossings
    k. Delineation of watershed or drainage area boundaries, with correctly orientated flow arrows
    l. Delineate offsite drainage areas (1 or 2 foot contour interval, 5 or 10 foot for areas more than one square mile)
    m. Contours extend beyond project limits and offsite drainage areas to ensure the entire watershed has been delineated
    n. Delineate longest flow path each drainage area
    o. Provide time of concentration calculations for each area and lag time calculations for hydrograph methods.
    p. Computation table showing drainage areas, runoff coefficients or curve numbers, time of concentration or lag times, rainfall intensities and peak discharges for the 1, 5, and 100 year storms. Include a column to identify the collection point for each drainage area.
    q. Location of all site outfalls or where runoff leaves the site
    r. Delineate entire Zone of Influence and identify analysis points.
    s. Existing zoning and land use
    t. Composite calculations for runoff coefficients or curve numbers
    u. Drainage area and analysis point labels consistent with hydrologic and hydraulic calculations tables

Table 3.3 Storm Events

Storm Event Name	Storm Event Description	Design Standard [2]
"Water Quality" [1]	Criteria based on a volume of 1.5 inches of rainfall, not a storm frequency	
"Streambank Protection"	1-year return period	• Low flow channels and velocity check
"Conveyance"	5-year return period	• Secondary check for street inundation and open travel lanes
"Flood Mitigation"	100-year return period	• Open channels • Primary standard for street and storm drain in conjunction

[1] Currently encouraged and incentivized but not required in the City

[2] See Section 3.8 for specific design criteria

Table 3.5 Runoff Coefficients

Description of Land Use	% Impervious	Runoff Coefficient "C"
Single Family		
Residential "A-43" one-acre lots (1) (2)	35	0.51
Residential "A-21" half-acre lots	37	0.52
Residential "A-10" 10,000 SF lots	49	0.59
Residential "A-7.5"	55	0.63
Residential "A-5"	61	0.67
Residential "MH", "A-R", "B",	65	0.69
Multi Family		
"CR"	65	0.69
"C"	79	0.77
"D"	93	0.86
Commercial, Industrial, House of Worship, School, Planned Development, Urban Residential (3)		
4% Open Space (Default if no site plan)	96	0.88
10% Open Space (Site plan required)	90	0.84
20% Open Space (Site plan required)	80	0.78
Parks, Cemeteries	7	0.34
Railroad Yard Areas	29	0.47
Streets & ROW: Asphalt, Concrete, or Brick	100	0.90
Drives, Walks, Roofs, Detention Ponds (4)	100	0.90
Gravel Areas	43	0.56
Unimproved Areas	0	0.30

Assumptions:
(1) For Residential Calculations:
- Current City Development standards for minimum lot size and maximum lot coverage (structure) for each classification
- Assumed 10.5' Parkway and 18' driveway
- Assumed 29' B-B street dimension
- Calculated by applying 90% runoff from impervious areas and 30% runoff from pervious areas

(2) Calculated from designated set-backs
(3) Includes R-1, R-2, UR and similarly intensive uses
(4) 100 year inundation limits

Table 5.8 AMS-based precipitation frequency estimates for Johnson County (inches)

Duration	Average recurrence interval (years)									
	1	2	5	10	25	50	100	200	500	1000
5-min	0.406	0.442	0.583	0.691	0.836	0.947	1.062	1.182	1.347	1.477
10-min	0.649	0.708	0.934	1.107	1.341	1.521	1.705	1.893	2.146	2.342
15-min	0.809	0.882	1.162	1.376	1.663	1.884	2.111	2.348	2.672	2.928
30-min	1.125	1.226	1.612	1.908	2.304	2.605	2.917	3.247	3.702	4.063
60-min	1.466	1.599	2.108	2.498	3.023	3.423	3.840	4.286	4.908	5.406
2-hr	1.806	1.978	2.631	3.137	3.826	4.361	4.927	5.533	6.386	7.073
3-hr	2.010	2.208	2.954	3.535	4.335	4.962	5.629	6.346	7.358	8.175
6-hr	2.382	2.627	3.540	4.256	5.247	6.030	6.869	7.775	9.059	10.101
12-hr	2.797	3.089	4.182	5.037	6.217	7.144	8.139	9.222	10.768	12.028
24-hr	3.258	3.599	4.883	5.882	7.255	8.323	9.469	10.725	12.526	14.001
48-hr	3.774	4.165	5.645	6.790	8.350	9.551	10.835	12.252	14.291	15.965
3-day	4.117	4.538	6.136	7.370	9.045	10.330	11.699	13.211	15.386	17.171
4-day	4.368	4.811	6.491	7.788	9.550	10.902	12.342	13.924	16.193	18.049
7-day	4.911	5.397	7.238	8.661	10.601	12.099	13.688	15.411	17.857	19.842
10-day	5.378	5.896	7.861	9.379	11.442	13.033	14.715	16.531	19.098	21.175
20-day	6.938	7.520	9.781	11.492	13.755	15.428	17.182	19.134	21.939	24.242
30-day	8.236	8.877	11.402	13.288	15.737	17.498	19.329	21.392	24.376	26.839
45-day	10.011	10.777	13.797	16.054	18.983	21.109	23.276	25.610	28.865	31.468
60-day	11.576	12.468	15.972	18.601	22.034	24.576	27.122	29.728	33.228	35.921

INTENSITY, I (in/hr) = 60P/t

EXISTING DRAINAGE CONDITIONS

Drainage Area ID	Area (SF)	Area (acres)	C	T_c (min)	I1 (in/hr)	Q1 (cfs)	I5 (in/hr)	Q5 (cfs)	I100 (in/hr)	Q100 (cfs)	Notes
Design Point "A"											
A1	281057.7429	6.45	0.30	15.0	3.24	6.27	4.65	9.00	8.44	16.34	Undeveloped on-site flow; leaves site, flows toward existing school property (Ultimately flows to Design Point "A")
A2	195631.7333	4.49	0.30	15.0	3.24	4.37	4.65	6.27	8.44	11.37	Undeveloped on-site flow; leaves site, flows toward I-35W (Ultimately flows to Design Point "A")
A3	4886364.606	112.18	0.30	15.0	3.24	109.03	4.65	156.48	8.44	284.03	Undeveloped on-site flow towards Chambers Creek (Design Point "A")
A4	2886757.993	66.27	0.30	15.0	3.24	64.42	4.65	92.45	8.44	167.80	Undeveloped on-site flow towards Chambers Creek (Design Point "A")
A5	943753.7721	21.67	0.30	15.0	3.24	21.06	4.65	30.22	8.44	54.86	Undeveloped on-site flow towards Chambers Creek (Design Point "A")
OS-A1	2018175.575	46.33	0.88	15.0	3.24	132.10	4.65	189.59	8.44	344.11	Developed off-site sheet flow from existing school property; enters site, flows toward Chambers Creek (Design Point "A")
OS-A2	356326.0011	8.18	0.30	15.0	3.24	7.95	4.65	11.41	8.44	20.71	Undeveloped off-site sheet flow from adjacent property; enters site, flows toward Chambers Creek (Design Point "A")
OS-A3	508214.4209	11.67	0.30	15.0	3.24	11.34	4.65	16.28	8.44	29.54	Undeveloped off-site point discharge flow from adjacent property; enters site, flows toward Chambers Creek (Design Point "A")
		277.23				**356.54**		**511.69**		**928.75**	
Design Point "B"											
B1	253816.8839	5.83	0.30	15.0	3.24	5.66	4.65	8.13	8.44	14.75	Undeveloped on-site flow into existing RCP storm drain, towards Unnamed Tributary (Design Point "B")
B2	120739.1324	2.77	0.30	15.0	3.24	2.69	4.65	3.87	8.44	7.02	Undeveloped on-site sheet flow towards Unnamed Tributary (Design Point "B")
B3	205235.2932	4.71	0.30	15.0	3.24	4.58	4.65	6.57	8.44	11.93	Undeveloped on-site point discharge flow towards Unnamed Tributary (Design Point "B")
B4	172102.9854	3.95	0.30	15.0	3.24	3.84	4.65	5.51	8.44	10.00	Undeveloped on-site sheet flow towards Unnamed Tributary (Design Point "B")
		17.26				**16.78**		**24.08**		**43.71**	

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CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
EXISTING DRAINAGE CALCULATIONS

DATE 4/17/2026

REVISIONS

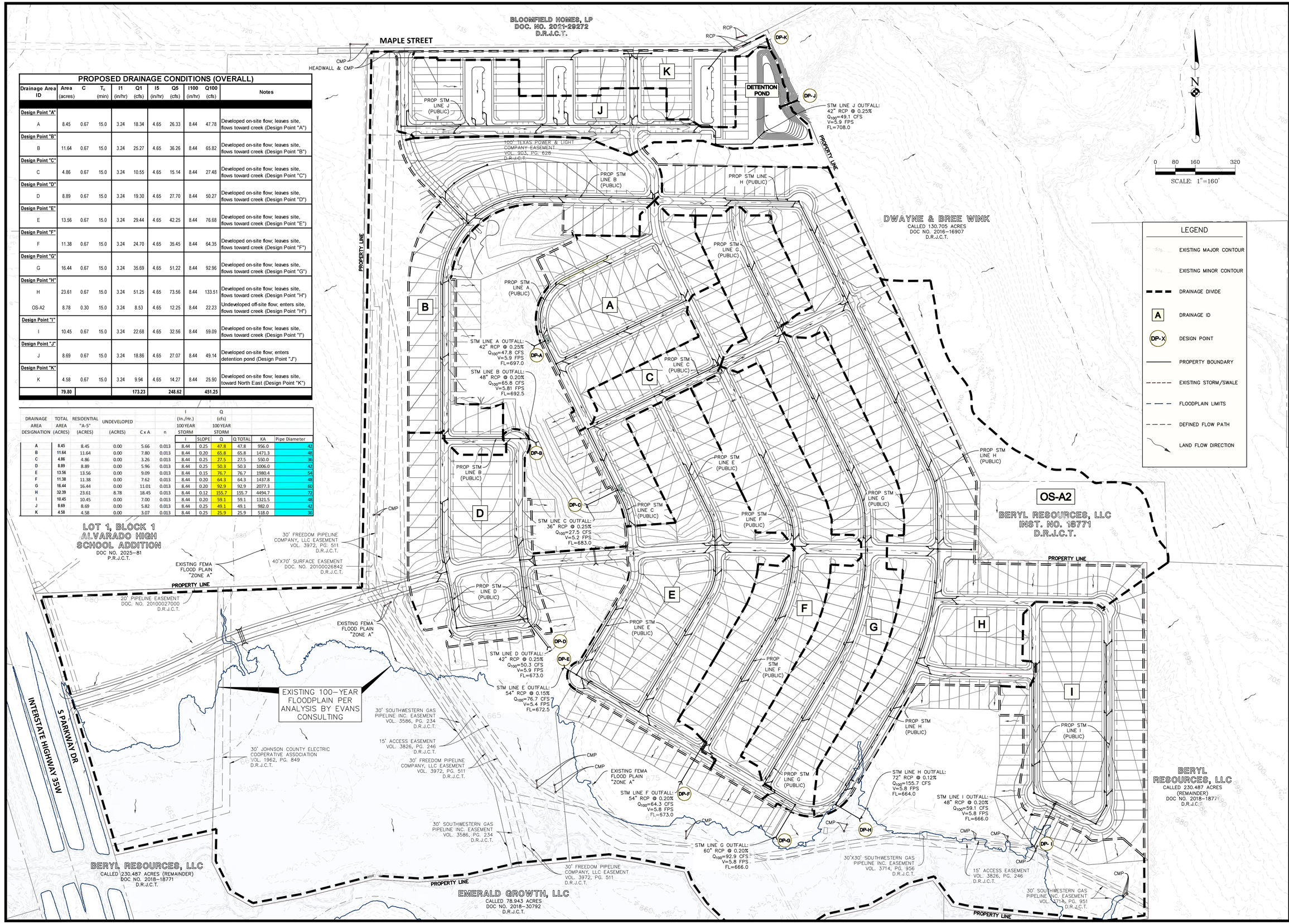
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TEXAS P.E. No. 140551
ISSUED THIS DATE: 04/17/2026

DRAWN BY:
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.

PROPOSED DRAINAGE CONDITIONS (OVERALL)

Drainage Area ID	Area (acres)	C	T_c (min)	I1 (in/hr)	Q1 (cfs)	I5 (in/hr)	Q5 (cfs)	I100 (in/hr)	Q100 (cfs)	Notes
Design Point "A"										
A	8.45	0.67	15.0	3.24	18.34	4.65	26.33	8.44	47.78	Developed on-site flow; leaves site, flows toward creek (Design Point "A")
Design Point "B"										
B	11.64	0.67	15.0	3.24	25.27	4.65	36.26	8.44	65.82	Developed on-site flow; leaves site, flows toward creek (Design Point "B")
Design Point "C"										
C	4.86	0.67	15.0	3.24	10.55	4.65	15.14	8.44	27.48	Developed on-site flow; leaves site, flows toward creek (Design Point "C")
Design Point "D"										
D	8.89	0.67	15.0	3.24	19.30	4.65	27.70	8.44	50.27	Developed on-site flow; leaves site, flows toward creek (Design Point "D")
Design Point "E"										
E	13.56	0.67	15.0	3.24	29.44	4.65	42.25	8.44	76.68	Developed on-site flow; leaves site, flows toward creek (Design Point "E")
Design Point "F"										
F	11.38	0.67	15.0	3.24	24.70	4.65	35.45	8.44	64.35	Developed on-site flow; leaves site, flows toward creek (Design Point "F")
Design Point "G"										
G	16.44	0.67	15.0	3.24	35.69	4.65	51.22	8.44	92.96	Developed on-site flow; leaves site, flows toward creek (Design Point "G")
Design Point "H"										
H	23.61	0.67	15.0	3.24	51.25	4.65	73.56	8.44	133.51	Developed on-site flow; leaves site, flows toward creek (Design Point "H")
OS-A2	8.78	0.30	15.0	3.24	8.53	4.65	12.25	8.44	22.23	Undeveloped off-site flow; enters site, flows toward creek (Design Point "H")
Design Point "I"										
I	10.45	0.67	15.0	3.24	22.68	4.65	32.56	8.44	59.09	Developed on-site flow; leaves site, flows toward creek (Design Point "I")
Design Point "J"										
J	8.69	0.67	15.0	3.24	18.86	4.65	27.07	8.44	49.14	Developed on-site flow; enters detention pond (Design Point "J")
Design Point "K"										
K	4.58	0.67	15.0	3.24	9.94	4.65	14.27	8.44	25.90	Developed on-site flow; leaves site, toward North East (Design Point "K")
	79.80				**173.23**		**248.62**		**451.25**	

DRAINAGE AREA DESIGNATION	TOTAL AREA (ACRES)	RESIDENTIAL "A-5" (ACRES)	UNDEVELOPED (ACRES)	C x A	n	I (In./Hr.) 100 YEAR STORM	SLOPE	Q (cfs) 100 YEAR STORM	Q TOTAL	KA	Pipe Diameter
						I		Q			
A	8.45	8.45	0.00	5.66	0.013	8.44	0.25	47.8	47.8	956.0	42
B	11.64	11.64	0.00	7.80	0.013	8.44	0.20	65.8	65.8	1471.3	48
C	4.86	4.86	0.00	3.26	0.013	8.44	0.25	27.5	27.5	550.0	36
D	8.89	8.89	0.00	5.96	0.013	8.44	0.25	50.3	50.3	1006.0	42
E	13.56	13.56	0.00	9.09	0.013	8.44	0.15	76.7	76.7	1980.4	54
F	11.38	11.38	0.00	7.62	0.013	8.44	0.20	64.3	64.3	1437.8	48
G	16.44	16.44	0.00	11.01	0.013	8.44	0.20	92.9	92.9	2077.3	60
H	32.39	23.61	8.78	18.45	0.013	8.44	0.12	155.7	155.7	4494.7	72
I	10.45	10.45	0.00	7.00	0.013	8.44	0.20	59.1	59.1	1321.5	48
J	8.69	8.69	0.00	5.82	0.013	8.44	0.25	49.1	49.1	982.0	42
K	4.58	4.58	0.00	3.07	0.013	8.44	0.25	25.9	25.9	518.0	36



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CITY OF ALVARADO

JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO

AVALON DEVELOPMENT GROUP

DEVELOPMENT PLAN

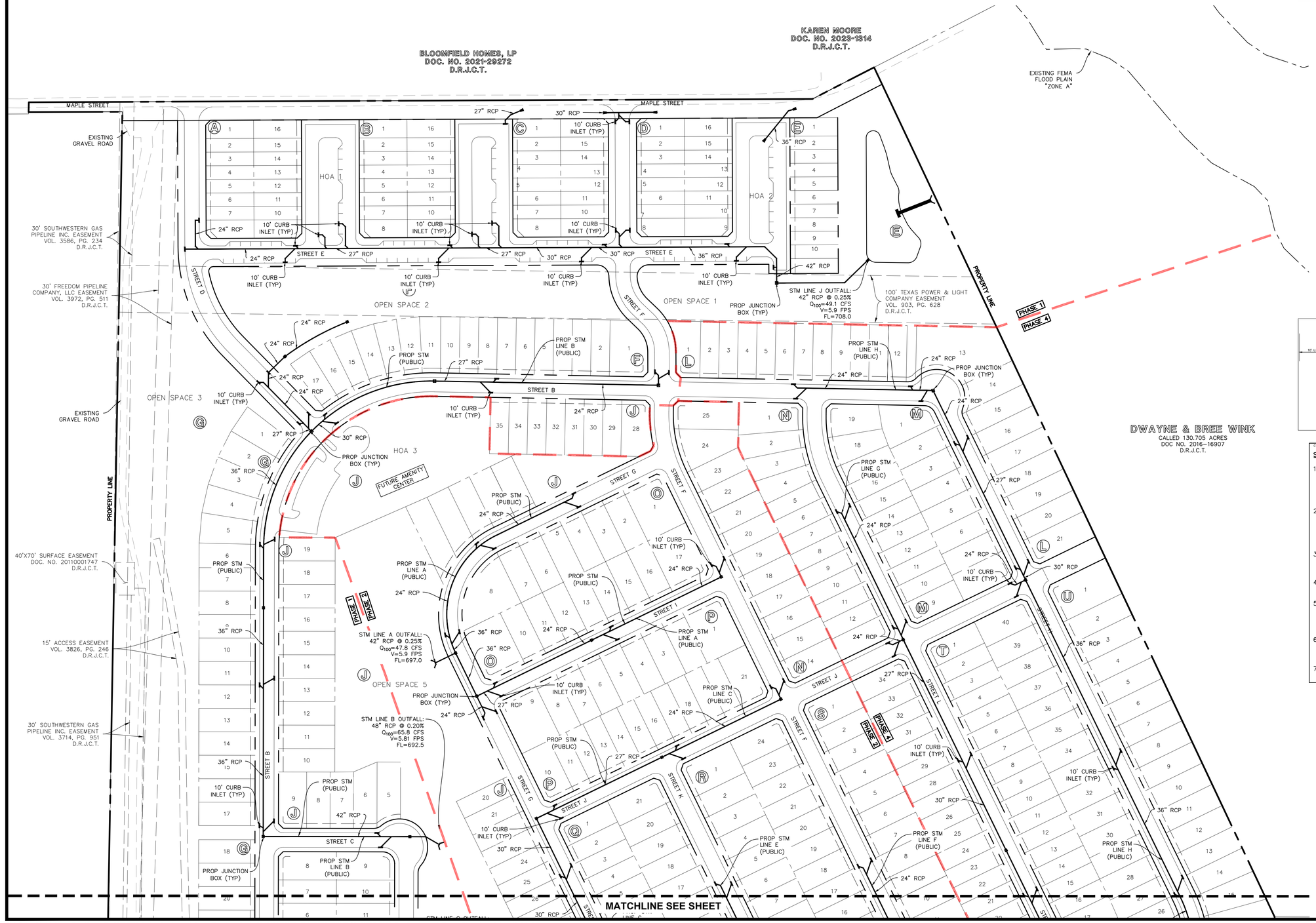
PROPOSED DRAINAGE AREA MAP (OVERALL)

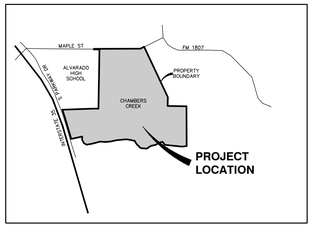
DATE 4/17/2026

REVISIONS

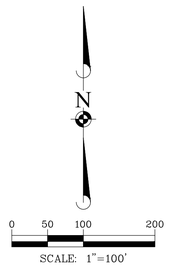
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CHRISTOPHER M. BRYANT, P.E.
TEXAS P.E. No. 140551
ISSUED THIS DATE: 04/17/2026

DRAWN BY:
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.





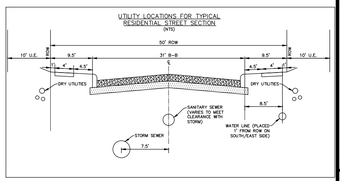
LOCATION MAP
N.T.S.



SCALE: 1"=100'

STORM LEGEND

- PROPOSED STORM SEWER
- PROPOSED CURB INLET
- PROPOSED JUNCTION BOX
- PROPOSED HEADWALL
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER



07-07-2023

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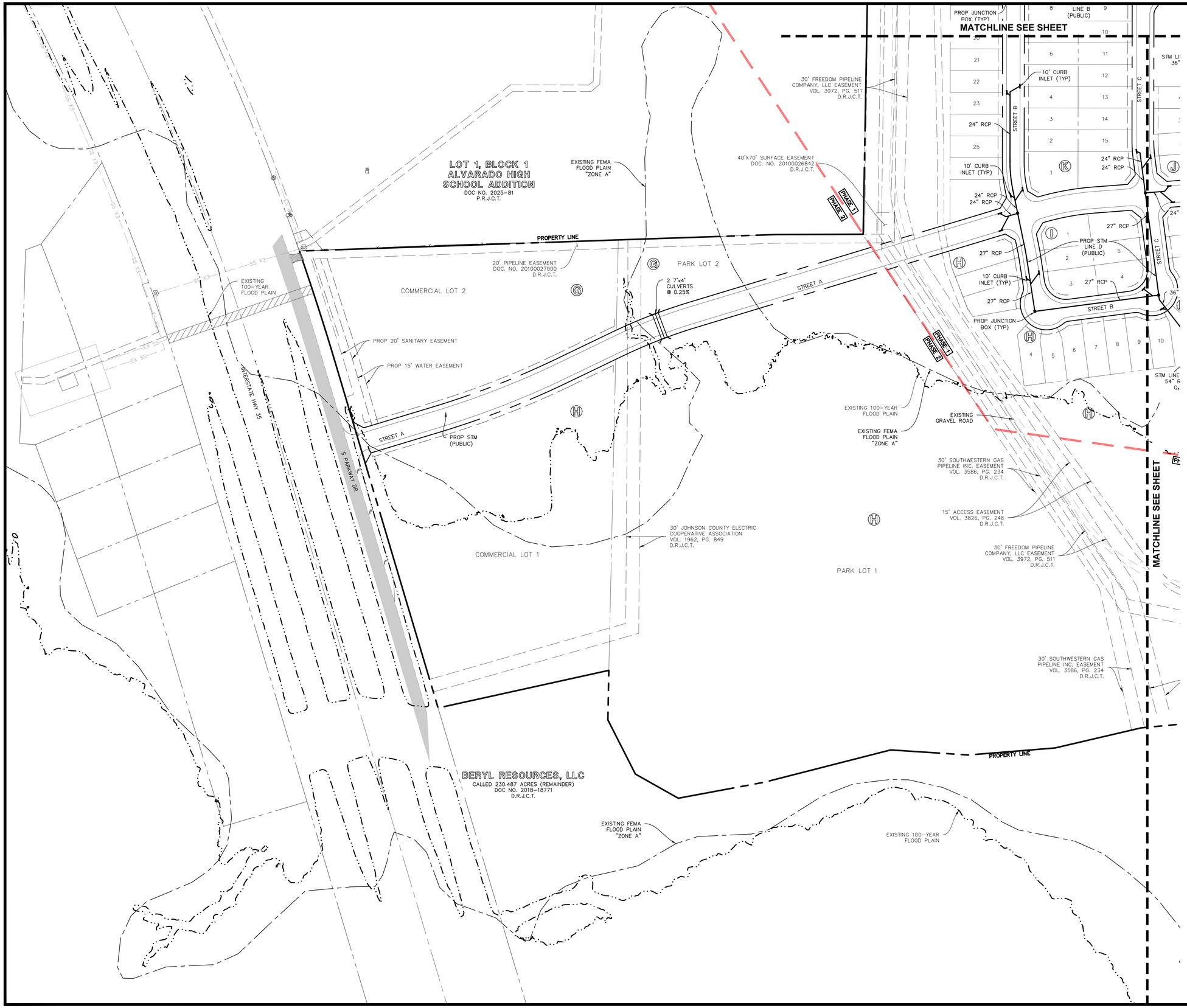
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CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

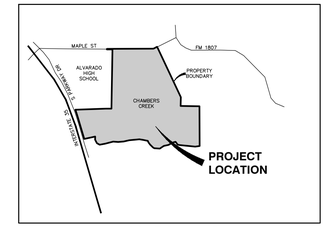
CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
STORM PLAN 1 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWC
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.: ----





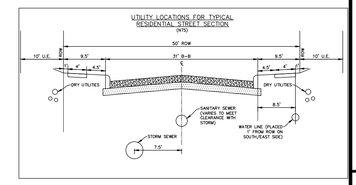
LOCATION MAP
N.T.S.

N

0 50 100 200
SCALE: 1"=100'

STORM LEGEND

- PROPOSED STORM SEWER
- PROPOSED CURB INLET
- PROPOSED JUNCTION BOX
- PROPOSED HEADWALL
- EXISTING WATER
- EXISTING STORM SEWER
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07-07-2023

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CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
STORM PLAN 2 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO.: ----

MATCHLINE SEE SHEET

MATCHLINE SEE SHEET

STM LINE C OUTFALL:
36" RCP @ 0.25%
Q_{100}=27.5 CFS
V=5.2 FPS
FL=683.0

STM LINE D OUTFALL:
42" RCP @ 0.25%
Q_{100}=50.3 CFS
V=5.9 FPS
FL=673.0

STM LINE E OUTFALL:
54" RCP @ 0.15%
Q_{100}=76.7 CFS
V=5.4 FPS
FL=672.5

STM LINE F OUTFALL:
54" RCP @ 0.20%
Q_{100}=64.3 CFS
V=5.8 FPS
FL=673.0

STM LINE G OUTFALL:
60" RCP @ 0.20%
Q_{100}=92.9 CFS
V=5.8 FPS
FL=666.0

STM LINE H OUTFALL:
72" RCP @ 0.12%
Q_{100}=155.7 CFS
V=5.8 FPS
FL=664.0

STM LINE I OUTFALL:
48" RCP @ 0.20%
Q_{100}=59.1 CFS
V=5.8 FPS
FL=666.0

STREET A
STREET C
STREET F
STREET G
STREET H
STREET I
STREET K
STREET L
STREET M
STREET N
STREET O

6'x4' CULVERT @ 0.25%

PROP STM LINE C (PUBLIC)
PROP STM LINE E (PUBLIC)
PROP STM LINE F (PUBLIC)
PROP STM LINE G (PUBLIC)
PROP STM LINE H (PUBLIC)
PROP STM LINE I (PUBLIC)
PROP STM (PUBLIC)
PROP 24" STM (PUBLIC)
PROP JUNCTION BOX (TYP)
10' CURB INLET (TYP)

OPEN SPACE 6

PHASE 1
PHASE 2
PHASE 3
PHASE 4

BERYL RESOURCES, LLC
INST. NO. 18771
D.R.J.C.T.

PROPERTY LINE

EXISTING 100-YEAR FLOOD PLAIN
EXISTING GRAVEL ROAD
EXISTING FEMA FLOOD PLAIN "ZONE A"

30' FREEDOM PIPELINE COMPANY, LLC EASEMENT
VOL. 3972, PG. 511
D.R.J.C.T.

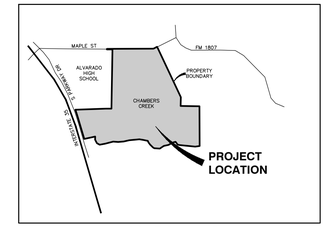
30'X30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT
VOL. 3714, PG. 956
D.R.J.C.T.

15' ACCESS EASEMENT
VOL. 3826, PG. 246
D.R.J.C.T.

30' SOUTHWESTERN GAS PIPELINE INC. EASEMENT
VOL. 3714, PG. 951
D.R.J.C.T.

EMERALD GROWTH, LLC
CALLED 78.943 ACRES
DOC NO. 2018-30792
D.R.J.C.T.

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

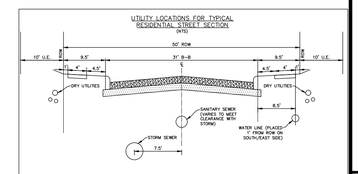


LOCATION MAP
N.T.S.

SCALE: 1"=100'

STORM LEGEND

- PROPOSED STORM SEWER
- PROPOSED CURB INLET
- PROPOSED JUNCTION BOX
- PROPOSED HEADWALL
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER



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JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
DEVELOPMENT PLAN
STORM PLAN 3 OF 3

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. -----

KAREN MOORE
DOC. NO. 2023-1314
D.R.J.C.T.

BLOOMFIELD HOMES, LP
DOC. NO. 2021-28272
D.R.J.C.T.

PHASE 1

PHASE LINE (TYP.)

PHASE LINE (TYP.)

PHASE 4

DWAYNE & BREE WINK
CALLED 130.705 ACRES
DOC NO. 2016-16907
D.R.J.C.T.

PHASE LINE (TYP.)

LOT 1, BLOCK 1
ALVARADO HIGH SCHOOL ADITION
DOC NO. 2025-81
P.R.J.C.T.

BERYL RESOURCES, LLC
INST. NO. 18771
D.R.J.C.T.

PHASE 2

PHASE LINE (TYP.)

EXISTING
100-YEAR
FLOOD PLAIN
(TYP.)

EXISTING
100-YEAR FLOOD
PLAIN (TYP.)

PHASE 1

PHASE LINE (TYP.)

PHASE 3

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.

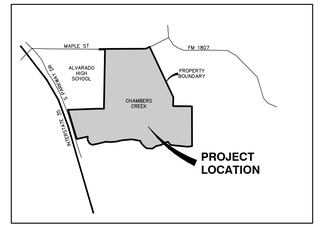
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DOC NO. 2018-18771
D.R.J.C.T.

PHASE LINE (TYP.)

BERYL RESOURCES, LLC
CALLED 230.487 ACRES (REMAINDER)
DOC NO. 2018-18771
D.R.J.C.T.



LOCATION MAP
N.T.S.

N

0 100 200 400
SCALE: 1"=200'

PAD MAPPING LEGEND

- PROPOSED 40'x75' PADS (50' LOTS)
- PROPOSED 30'x75' PADS (40' LOTS)
- PROPOSED 23'x57' PADS (29' LOTS)

PHASE	PAD SIZE (LOT SIZE)			TOTAL
	23' (29')	30'(40')	40(50')	
1	75	25	83	183
2		42	164	206
3		166	26	192
4		78	55	133
TOTAL	75	311	328	714

811
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CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

CHAMBERS CREEK - ALVARADO
AVALON DEVELOPMENT GROUP
PAD MAPPING EXHIBIT

DATE 4/17/2026

REVISIONS

DRAWN BY: JWG
CHECKED BY: TE
PROJECT MANAGER: TE
JOB #: 26000279
FILE CODE: N/A
SHEET NO. EX

City Council Management Report
Meeting Date: 5/18/2026
Contact: Justin French, Community Development Director

AGENDA ITEM:
Public hearing, consideration, and action on Ordinance 2026-0014, An Ordinance of the City of Alvarado, Texas, Rezoning from General Commercial (C-2) District to Single-Family Residential (SF-1) District, on Lot 2 and a portion of Lot 3, Block 19 of the New Town Addition, being 0.2388 acres addressed at 1111 Travis Avenue, in the City of Alvarado, Johnson County, Texas; Providing that this ordinance shall be cumulative of all ordinances; Providing a severability clause; Providing for publication in the Official Newspaper; and Providing an effective date. (1111 Travis Rezone) (French)

BACKGROUND & FINDINGS:

The Future Land Use (FLU) map within the 2026 Alvarado Comprehensive Plan designates the subject site to the Existing Neighborhood land use category, which is characterized in the attachment titled *FLUP Page of the Comprehensive Plan*. Considering the existing single-family residential uses that neighbor the subject site, the requested SF-1 zoning is consistent with the Comprehensive Plan.

FINANCIAL IMPACT:
None

RECOMMENDATION:
On April 16, 2026, the Planning and Zoning Commission recommended approval by a vote of 5-0.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Notification Table 1111 Travis Avenue
2. App

3. Draft Ord 2026-XXXX Zoning Map Amend - Travis Ave
4. Location Map 1111 Travis Avenue 3.20.2026
5. Maps
6. Notification Map 1111 Travis Avenue 3.20.2026
7. PH Notice to Applicant
8. PH Notice to ISD
9. PH Notice to Property Owner within 200 feet

Property ID	Owner Name	Owner Address
R000025437	L & L PROPERTIES & INVESTMENTS LLC	PO BOX 85, GRANDVIEW, TX 76050
R000025438	L & L PROPERTIES & INVESTMENTS LLC	PO BOX 85, GRANDVIEW, TX 76050
R000025440	JUAREZ ELIZABETH	409 S 3RD ST ALVARADO 76009-0000
R000025439	CITY OF ALVARADO	104 W COLLEGE ST ALVARADO, TX 76009-0000
R000025488	KILLINGSWORTH M L EST	1852 CR 2270 MINEOLA, TX 75773
R000025489	L & L PROPERTIES & INVESTMENTS LLC	PO BOX 85, GRANDVIEW, TX 76050
R000025483	LOPEZ JAIME A ETUX SARA	400 S 3RD ST ALVARADO 76009-0000
R000025484	KAVRE LLC	1804 INCA ROSE LN ARLINGTON, TX 76005
R000025486	HILTON BILLY P	PO BOX 702 ALVARADO, TX 76009-0702
R000025482	CLINTON GREGORY G ETUX LIZETTE	311 S 3RD ST ALVARADO, TX 76009-5564
R000025481	FULL GOSPEL INC	PO BOX 903 ALVARADO, TX 76009-0000
R000067020	LIMON ERICK MORENO	1010 TRAVIS AVE ALVARADO, TX 76009
R000025487	MALDONADO PLACIDO JR	P O BOX 695 ALVARADO, TX 76009-0695
R000100392	CASANOVA FERNANDO ETUX KRISTINA	1011 S PARKWAY DR ALVARADO, TX 76009-0000

CITY OF ALVARADO

APPLICATION FOR ZONING CHANGES

DATE: _____ CLERK: _____ FEE: _____ CASE NO: _____

NAME OF APPLICANT: Sailesh Kharel PH: (817) 6926327

MAILING ADDRESS: 1804 Inca Rose Lane Arlington TX 76005

APPLICANT IS THE: (OWNER) / LEASER / PURCHASER OF THE PROPERTY.
circle one

NAME OF OWNER: Kavre Investment PH: (817) 6926327

MAILING ADDRESS: 1804 Inca Rose Lane Arlington TX 76005

STREET ADDRESS OF PROPERTY: 1111 Travis St ACREAGE: 0.24

LEGAL DESCRIPTION: Lot 2, 3A BLK 19 New Town AKA Missouri Pacific Addition

PRESENT ZONE OF PROPERTY: C-2 PRESENT USE: Sf-1 (Single family)

REQUESTED ZONE: Sf-1 (Single family) PROPOSED USE: Sf-1

REASON FOR CHANGE: Single family house already build.

USAGE OF ADJACENT PROPERTY

NORTH: Single family Sf 1

SOUTH: Single family Sf 1

EAST: Single family Sf-1

WEST: Single family Sf-1

NOTE: If the property can be identified by the subdivision or addition please include that with the lot and block numbers as the legal description. You must also attach a copy of the appropriate portion of the subdivision or addition plat with the subject property clearly indicated on it. If property is not part of a subdivision or addition plat, give the complete metes and bounds description of the property and indicate the location of said property by identifying one or more adjacent tracts and/or rights-of-way or attach a surveyor's plat of the property.

APPLICANT'S SIGNATURE: S Kharel

The undersigned hereby, on oath, states that he or she is the record owner of the property for which this application is made.

OWNER: Sailesh Kharel S Kharel

SWORN TO AND SUBSCRIBED before me this 17th day of March, 2026, by the person whose signature appears directly above.

Tanner B Glenney
Notary Public, State of Texas
<Seal>
NOTARY ID #135524983
My Commission Exp 07/22/2029

Notary Public in and for The State of Texas.

My Commission expires 7/22/2029

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, REZONING FROM GENERAL COMMERCIAL (C-2) DISTRICT TO SINGLE-FAMILY RESIDENTIAL (SF-1) DISTRICT, ON LOT 2 AND A PORTION OF LOT 3, BLOCK 19 OF THE NEW TOWN ADDITION, BEING 0.2388 ACRES ADDRESSED AT 1111 TRAVIS AVENUE, IN THE CITY OF ALVARADO, JOHNSON COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, notice of a hearing before the Planning and Zoning Commission was posted on the property affected by the zoning change, the property herein described, at least 10 days before such hearing and remained until the date of City Council final action; and

WHEREAS, notice of a hearing before the Planning and Zoning Commission was sent to real property owners within 200 feet of the property herein described at least 11 days before such hearing; and

WHEREAS, notice of a public hearing before the City Council was published in a newspaper of general circulation in Alvarado, Texas at least 16 days before such hearing; and

WHEREAS, public hearings to change the zoning on the property herein described were held before both the Planning and Zoning Commission and the City Council, and the Planning and Zoning Commission has heretofore made a recommendation concerning the zoning change; and

WHEREAS, The City Council finds the proposed zoning is consistent with the Existing Neighborhood land use category of the 2026 Future Land Use Plan; and

WHEREAS, The City Council is of the opinion that the zoning change herein effectuated furthers the purpose of zoning as set forth in the Comprehensive Zoning Ordinance and is in the best interest of the citizens of the City of Alvarado;

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

SECTION 1. That the Comprehensive Zoning Ordinance and the Zoning Map of the City of Alvarado are hereby amended to change the zoning designation on the herein described property and area known as a Lot 2 and a portion of Lot 3, Block 19 of the New Town Addition in Exhibit "A" of this ordinance.

SECTION 2. This ordinance shall be cumulative of all provisions and ordinances of the Code of Ordinances of the City of Alvarado, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 3. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and section of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance involving zoning, fire safety, or public health and sanitation shall be fined not more than Two Thousand Dollars ($2,000.00). Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 5. The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause and effective date clause of this ordinance one time for two days in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

AND SO IT IS ORDAINED.

Passed on this the 18th day of May, 2026 by a vote of ____ to ____.

ATTEST: **CITY OF ALVARADO**

_____ **By: _____**

Bobbie Jo Taylor, City Secretary **Jacob Wheat, Mayor**

Exhibit "A"

Legal Description

BEING a 0.242 acre tract of land situated in the Robert Bell Survey, Abstract No. 44, City of Alvarado, Johnson County, Texas, and being a known as Lot 2, and the north half of Lot 3, Block 19, according to as the Map of Alvarado (unrecorded) and adopted by the City Council of Alvarado Texas, as the official Map in and for the said City, November 2nd, 1891., said tract being described to Kavare, LLC, according to the General Warranty Deed recorded in 2025-204, of the Official Public Records of Johnson County, Texas, said 0.242 acre tract being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found with cap marked "KSC 4125" for the most north corner of said Kavare tract same being the most north corner of said Lot 2 and the most west corner of Lot 1 said Block 19, and being in the southeasterly line of Travis Street (80' right-of-way);

THENCE S. 48°42'14" E., with the northerly line of said Kavare tract same being the common line of said Lots 2 and 1, a distance of 140.31 feet to a 1/2 inch iron rod found with cap marked "KSC 4125" for the most east corner of said Kavare tract same being the most east corner of said Lot 2 and the most south corner of said Lot 1, said point also being in the westerly line of a 20 foot alley (undeveloped);

THENCE S. 41°25'21" W., with the easterly line of said Kavare tract same being the easterly line of said Lots 2 and 3 and said westerly line of 20 foot alley, a distance of 75.00 feet to a point for corner (unable to access);

THENCE N. 48°42'14" W., over and across said Lot 3 and with the southerly line of said Kavare tract, a distance of 140.31 feet to a 1/2 inch iron rod found with cap marked "KSC 4125" for the most west corner of said Kavare, LLC tract and being in said southeasterly line of said Travis Street;

THENCE N. 41°25'21" E., with the westerly line of said Kavare tract same being the westerly line of said Lots 3 and 2, and with said southeasterly line of said Travis Street, a distance of 75.00 feet to the POINT OF BEGINNING and containing 10,523 square feet or 0.242 acres of land, more or less.

The basis of bearing for this survey is the Texas State Plane Coordinate System, NAD83, Texas North Central Zone, 4202, (2011) based upon GPS measurements, according to the SmartNet GPS Reference Network.



Location Map

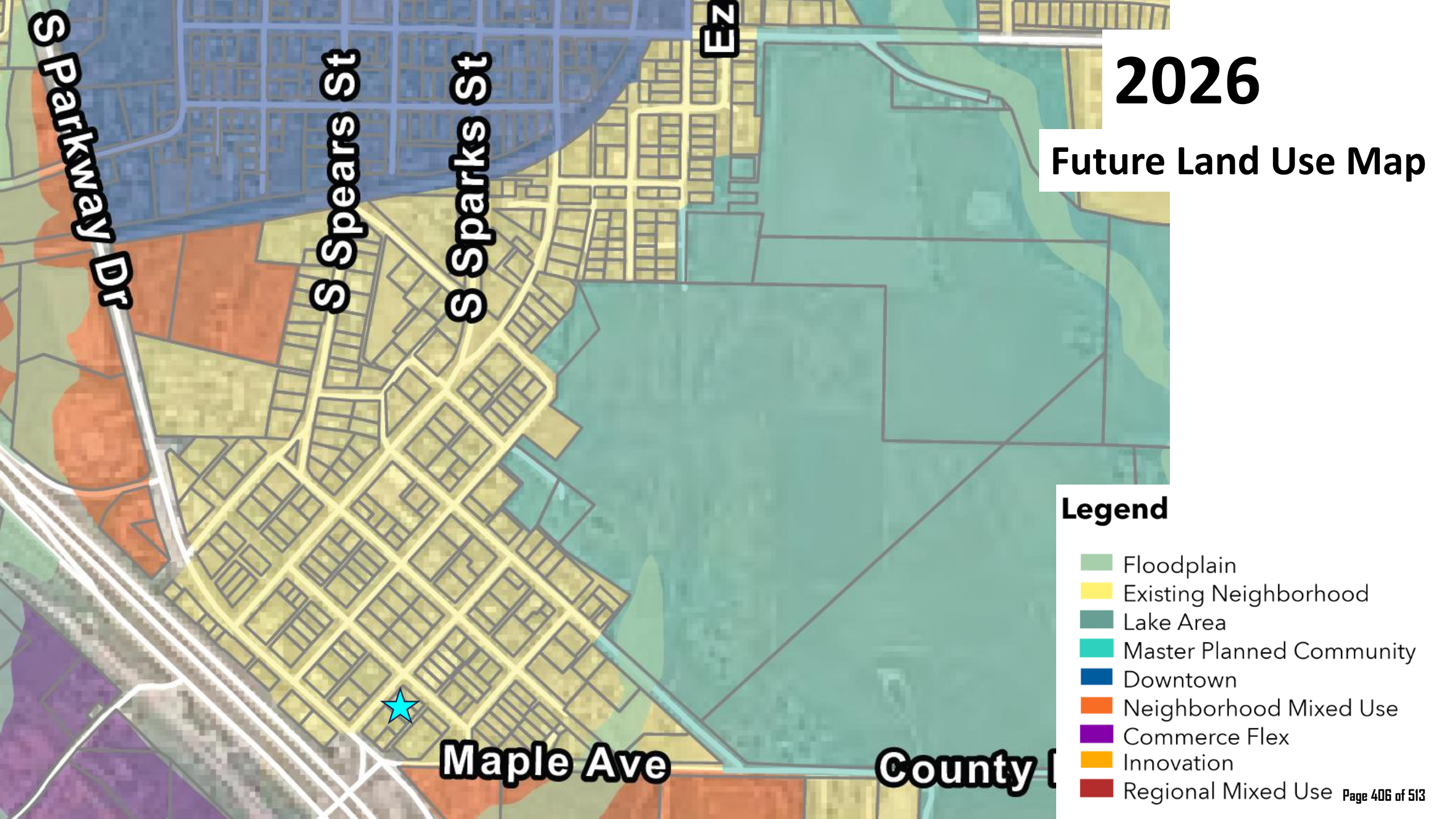
Legend

- Roads
- Johnson County Parcels
- Subject Property

N
W E
S

0 50 100 Feet

3/20/2026


S Parkway Dr
S Spears St
S Sparks St
Maple Ave
2026
Future Land Use Map
Legend
Floodplain
Existing Neighborhood
Lake Area
Master Planned Community
Downtown
Neighborhood Mixed Use
Commerce Flex
Innovation
Regional Mixed Use

VISION: CHARACTER FRAMEWORK

Future Land Use Plan (FLUP)

Existing Neighborhoods

CHARACTER VISION

Existing Neighborhoods represent the established residential fabric of Alvarado and reflect long-standing community character. These areas are defined by stability, familiarity, and everyday life, with the future focused on preservation, compatibility, and thoughtful reinvestment.

DESIGN + PLACE PRINCIPLES

- Maintain a maximum building height of two stories to reinforce neighborhood scale
- Support residential uses alongside parks, schools, and neighborhood open space
- Where the neighborhood agrees, support neighborhood-scale retail or restaurant, if applicable
- Ensure new development is compatible with existing design to maintain current character and a cohesive look and feel
- Preserve prevailing neighborhood patterns related to massing, setbacks, and rhythm
- Strengthen connections to nearby destinations through sidewalks and trails
- Improve walkability and safety while avoiding incompatible intensity or use

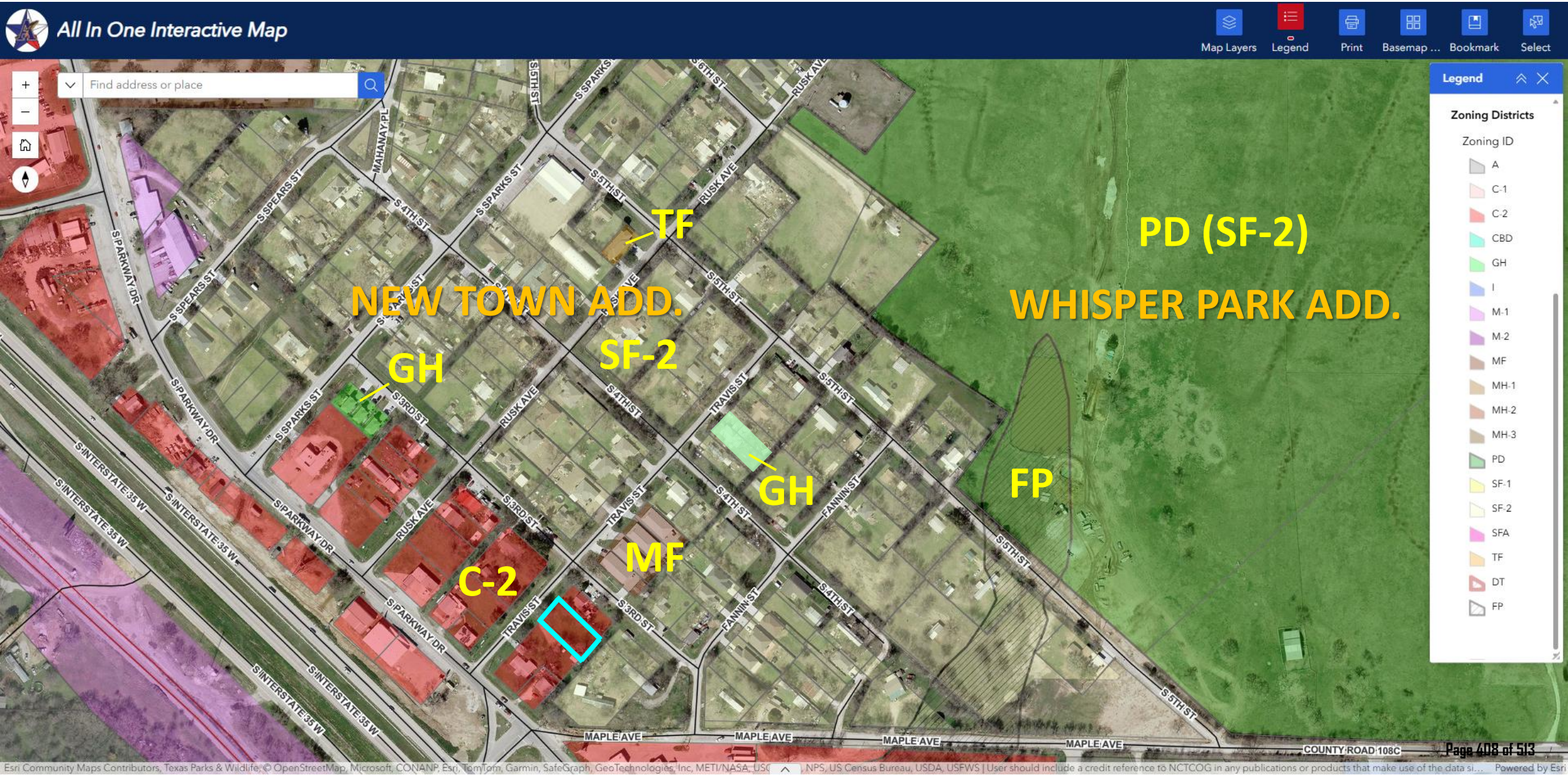
ROLE IN ALVARADO

Existing Neighborhoods provide continuity and trust as other parts of the city evolve, reinforcing quality of life and long-term community stability.

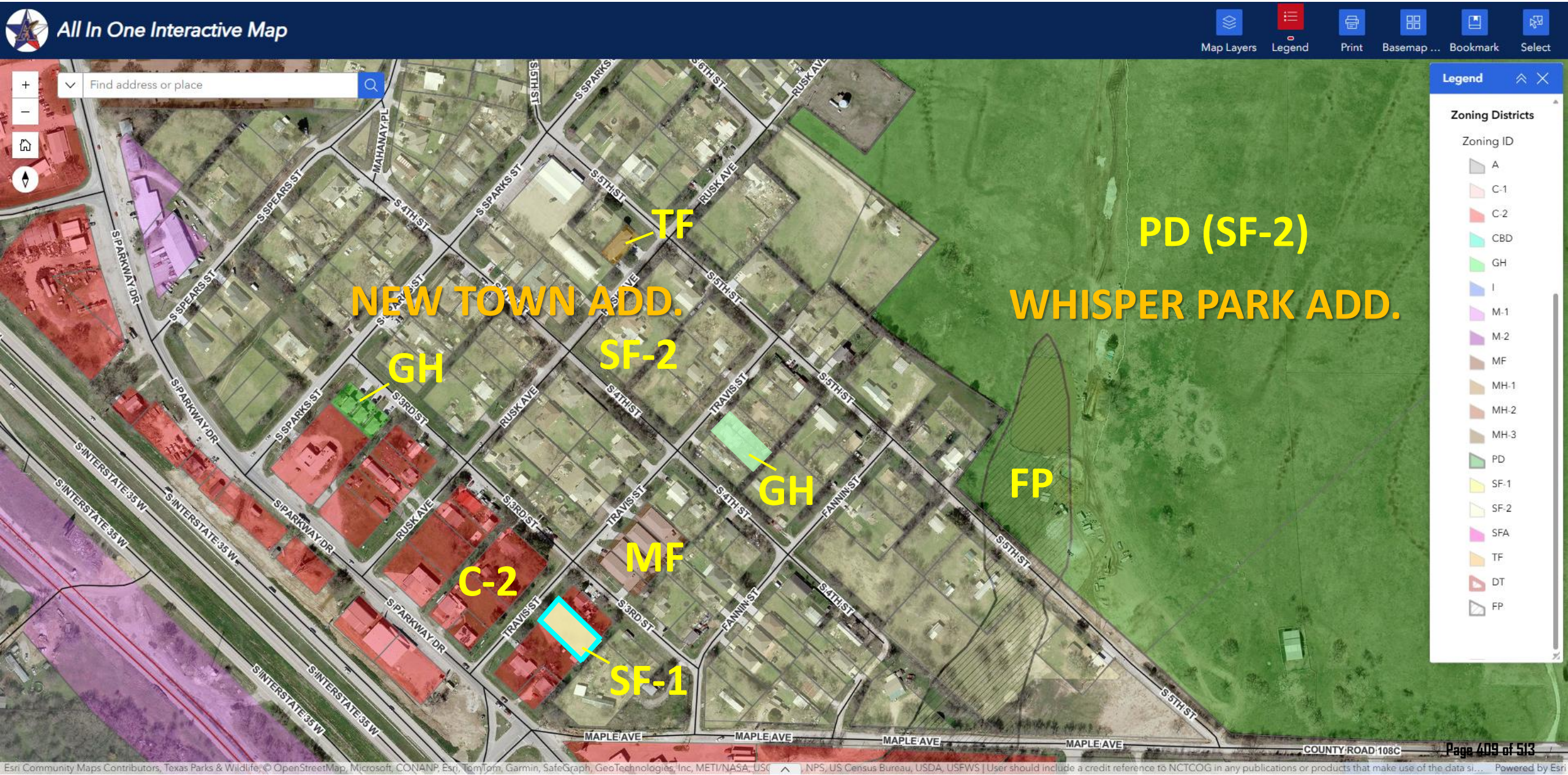




Zoning Map with Proposed Amendment



Zoning Map with Proposed Amendment





Notification Map

Legend

- Roads
- Johnson County Parcels
- Subject Property
- 200 FT Buffer
- Notifications

N
W E
S

0 50 100 Feet

3/20/2026

City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ◆ www.cityofalvarado.org

March 27, 2026

Kavre Investment
Attn: Sailesh Kharel
1804 Inca Rose Lane
Arlington, TX 76005
817.682.6327
kharel5@hotmail.com

The City of Alvarado has received your request for approval of a zoning change from General Commercial (C-2) District to Single-family Residential (SF-1) District on 0.2388 acres known as Lot 2 and a portion of Lot 3, Block 19 of the New Town Addition (aka Missouri Pacific Addition), addressed at 1111 Travis Avenue.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 16th day of April 2026, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 18th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,

Justin French

Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org

City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ◆ www.cityofalvarado.org

March 27, 2026

Dear Dr. Kenneth Estes,

The City of Alvarado has received the request made by Sailesh Kharel on behalf of Kavre Investment for approval of a zoning change from General Commercial (C-2) District to Single-family Residential (SF-1) District on 0.2388 acres known as Lot 2 and a portion of Lot 3, Block 19 of the New Town Addition (aka Missouri Pacific Addition), addressed at 1111 Travis Avenue. Approval of this rezoning request is not anticipated to yield any new dwelling units than the one existing today.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 16th day of April 2026, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 18th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

This notice is provided in accordance with Section 211.007(c-1) of the Texas Local Government Code. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request. For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or at frenchj@cityofalvarado.org.

Sincerely,

Justin French

Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org

City of Alvarado
104 W. College Ave. Alvarado, TX 76009
817-790-3351 ◆ www.cityofalvarado.org

March 27, 2026

Dear Property Owner,

The City of Alvarado has received the request made by Sailesh Kharel on behalf of Kavre Investment for approval of a zoning change from General Commercial (C-2) District to Single-family Residential (SF-1) District on 0.2388 acres known as Lot 2 and a portion of Lot 3, Block 19 of the New Town Addition (aka Missouri Pacific Addition), addressed at 1111 Travis Avenue.

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the Planning and Zoning Commission of the City of Alvarado on Thursday, the 16th day of April 2026, in the Council Chambers, 104 W. College Avenue, at 6:30p.m. regarding this request. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Alvarado on Monday, the 18th day of May 2026, in the Council Chambers, 104 W. College Avenue, at 6:30 p.m., regarding this request.

According to City and County Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the requested zoning change. This is notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request. For more information on the Comprehensive Plan, its land use classifications and its role in the planning and zoning process, you may contact the Community Development Director at 817.240.9585, or via email below.

Sincerely,

Justin French

Justin French, AICP
Community Development Director
City of Alvarado
frenchj@cityofalvarado.org

City Council Management Report
Meeting Date: 5/18/2026
Contact: Donielle Suber, Director of Administrative Services

AGENDA ITEM:
Consideration and action related to Resolution R2026-0029, a Resolution of the City of Alvarado, Texas, authorizing the Award of a Professional Design Services Contract for Park Improvements to Pecan Orchard. (Suber)

BACKGROUND & FINDINGS:

In January 2026, the City of Alvarado was awarded approximately $522,996 through the Texas Parks and Wildlife Department (TPWD) Non-Urban Outdoor Recreation Grant Program to support planned improvements at Pecan Orchard Park, located at 101 S. Parkway and 310 W. Atchley Street. As part of the grant requirements, the City is required to provide a 50% local match in the amount of approximately $522,996, which has been included in the City's FY2026 budget. Although the grant agreement with TPWD has not yet been fully executed, City staff received authorization to move forward with the Request for Qualifications (RFQ) process to identify a qualified design team for the project. The City issued RFQ #2026-02 for landscape architectural, engineering, and planning services, and a selection committee made up of staff from several City departments reviewed and evaluated the submitted proposals. Based on the scoring results, LJA Planning & Landscape Architecture received the highest overall ranking and is recommended as the most qualified firm to provide professional design services for the Pecan Orchard Park Improvements project.

FINANCIAL IMPACT:

Project design and park improvements will be funded through a TPWD grant of $522,996 with a required 50% City match of $522,996, which is budgeted in FY2026 through the Hotel Occupancy Tax (HOT) Fund, the Economic Development Corporation, and the General Fund.

RECOMMENDATION:

Staff recommends City Council approve Resolution No. R2026-0029, authorizing the Award of Professional Design Services Contract to LJA Planning & Landscaping Architecture for Park Improvements to Pecan Orchard.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Resolution for RFQ Award

RESOLUTION No. R2026-0029

A RESOLUTION OF THE CITY OF ALVARDO, TEXAS, AUTHORIZING THE AWARD OF PARK AND LANDSCAPE ARCHITECTURAL DESIGN FOR THE PECAN ORCHARD PARK IMPROVEMENT PROJECT (101 S. PARKWAY DRIVE & 310 W. ATCHLEY STREET, ALVARADO, TEXAS; 4.42 ACRES)

WHEREAS, The City of Alvarado is planning improvements to Pecan Orchard Park located at 101 S. Parkway Drive & 310 W. Atchley Street;

WHEREAS, the City has been awarded funding through the Texas Parks and Wildlife Non-Urban Outdoor Recreation Grant Fund Program; and

WHEREAS, the project requires qualified professionals with experience in park and landscape design; and where applicable, federally funded projects; and

WHEREAS, the City issued a Request for Qualifications (RFQ) for design services in accordance with City Procurement requirements; and

WHEREAS, the City reviewed all qualifications received and determined the most qualified provider based on experience and responsiveness;

NOW, THEREFORE, BE IT RESOLVED:

Section 1

That LJA Planning & Landscape Architecture is selected as the most qualified provider and is awarded a contract to provide park and landscape architectural design and grant administration support services for the Pecan Orchard Park Improvement Project.

Section 2

That any and all contracts or commitments made with the above-named service provider are contingent upon the successful negotiation of a contract with the service provider.

PASSED AND APPROVED this 18th day of May 2026.
APPROVED:

_____
Jacob Wheat, Mayor
City of Alvarado, Texas

ATTEST:

_____

Bobbie Jo Taylor, City Secretary
City of Alvarado, Texas

City Council Management Report
Meeting Date: 5/18/2026
Contact: Anthony Tucker, Parks Superintendent

AGENDA ITEM:
Consideration and action related to approval of funding for the Parkway Park Ramp and Sidewalk Enhancement Project as allocated in the 2025/2026 Fiscal Year Budget. (Tucker)

BACKGROUND & FINDINGS:
This Aspect of the overall Parkway Park Enhancement Project addresses 4 concerns; Significant Erosion Control on the slope in the Eat side of the Park, Significantly improves accessibility to the Park from the Parking Lot off Parkway Drive, improves preservation efforts of the Historic Picnic Tables, and reconnects the existing sidewalk with the overall Walking Trail within Parkway Park.

FINANCIAL IMPACT:
Funds are budgeted, allocated, and available.

RECOMMENDATION:

Staff Recommends installing the Ramp switchback and retaining wall and sidewalk as an overall Enhancement to the Park.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. estimate_297

1601 Park Ln
Alvarado, TX, 76009
Tdwm11@gmail.com
(972)839-5655

T-Rex Concrete & Welding

Estimate

For:
City Of Alvarado Parks - Anthony Tucker
tuckera@cityofalvarado.org
1200 N Parkway Dr
Alvarado, TX, 76009
(682)378-6942

Estimate No: 297
Date: 06/05/2025

Description	Quantity	Rate	Amount
Phase I - Prep & Pour 350lft. Side Walk 4ft Wide #3 Rebar every 16 inches Center - w/88 - Cusion Sand - Broom Finish w/control joints - 3,500 PSI - Dirt proved by city - Base grade on dirt - Clean up and Haul off all debris	1	$15,250.00	$15,250.00
Phase II - Prep & Install 24 Piers 12x3 ft. - Footings 500 lft. 18x8 deep - #4 Rebar	1	$56,250.00	$56,250.00
*Retaining Wall 3ft x 8 inches wide - 500 lft. - Smooth Finish - #4 Rebar every 12 inches center -			
*Sidewalk - 5ft x 250 lft. - #3 Rebar - Smooth Finish - 3,500 PSI - Clean up and Haul off all Debris - Using mini Excavator - Line Pump			

Subtotal	$71,500.00
TAX 0%	$0.00
Total	$71,500.00

Total $71,500.00

Comments

To start job will need 1/2 Down, balance due day of completion. Project should take about 10 day from start to finish. Thank you so much for the oppurtunity.

City Council Management Report
Meeting Date: 5/18/2026
Contact: Gus Chavarria, City Engineer

AGENDA ITEM:
Consideration and action related to the use of eminent domain to condemn property, and consider Resolution R2026-0031 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law. (Chavarria)

BACKGROUND & FINDINGS:

The city has used a third-party company to negotiate the easements and right-of-way as needed for the N. Cummings project and has participated in some of the negotiations. We have successfully negotiated with some property owners, but others are either waiting for the City's final offer letter or are unwilling to negotiate.

If we do not consider eminent domain, then we will be unable to move forward with the construction of the N. Cummings Project.

FINANCIAL IMPACT:

The requested funds will be paid from the Roadway Service Area 1.

RECOMMENDATION:

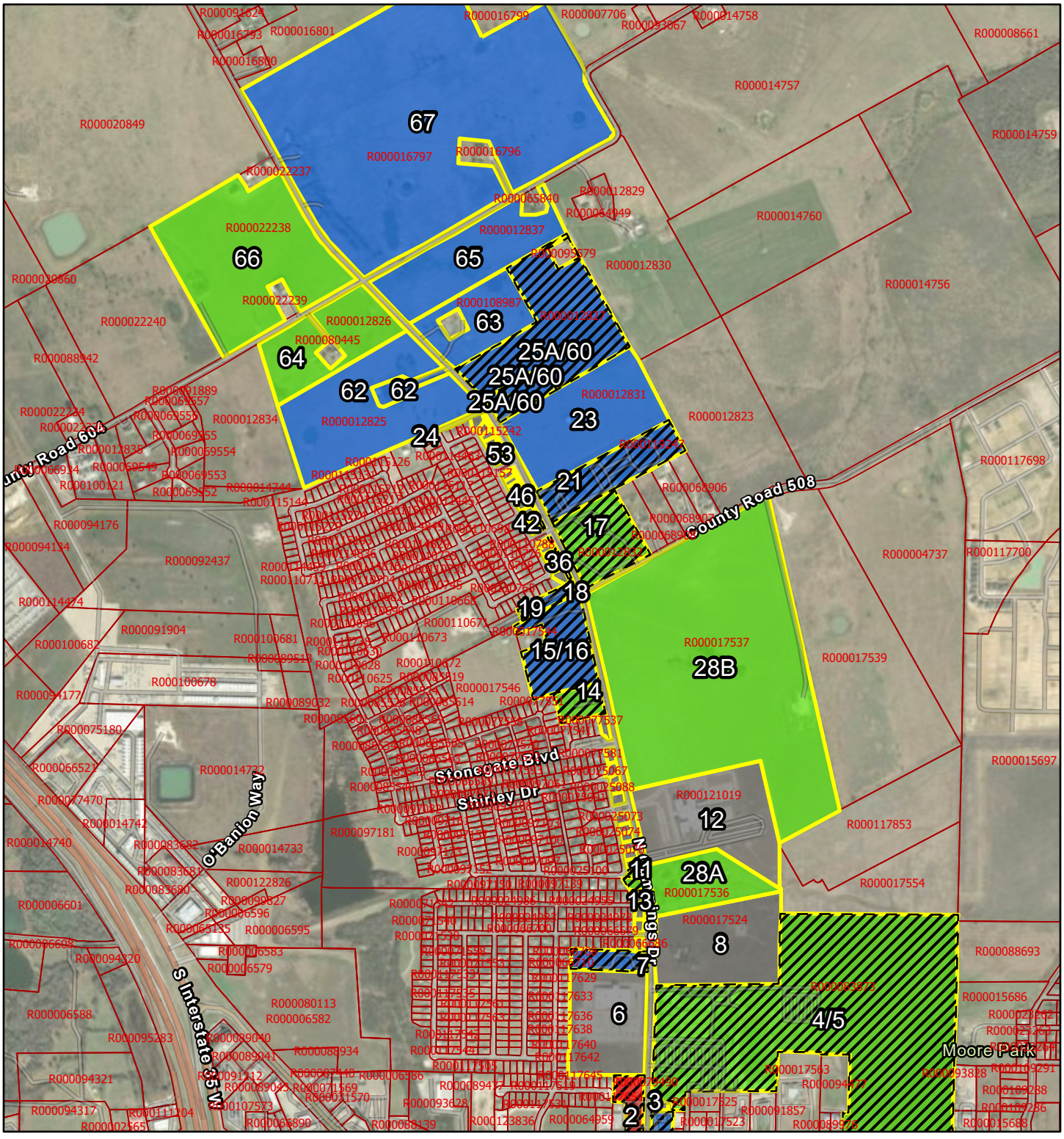
Staff recommends approving the use of eminent domain and approving this resolution.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:

1. land row map
2. Resolution Initiating Eminent Domain-Road.001

2025_002_Alvarado_CummingsRd_R2



5/7/2026

1:18,091

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

ROE

S NCummingsRd_Parcels

- Acquired
- Negotiating
- Not Required
- Oh Hold

Parcels

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

4.8m Resolution Metadata

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Vantor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING THE FILING OF EMINENT DOMAIN PROCEEDINGS FOR THE PURPOSE OF ACQUIRING REAL PROPERTY INTERESTS FOR USE BY THE CITY FOR CONSTRUCTION AND MAINTENANCE OF THE NORTH CUMMINGS ROADWAY IMPROVEMENT PROJECT AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas, (the "City") is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City is in the process of constructing the North Cummings Roadway Improvement Project (the "Project") to serve existing and new development in the City; and

WHEREAS, in order to complete the Project, it is necessary for the City to acquire certain right-of-way and temporary construction easements from the property owners who own land across which the Project will be located; and

WHEREAS, the City and the owners of the following properties have been unable to reach an agreement on the acquisition of the following needed right-of-way and temporary construction easements:

- 0.2557 acre (11,139 sq. ft) right-of-way on property described in Instrument Number 2022-20927 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit A** attached hereto and incorporated herein; and

- 0.0264 acre (1,150 sq. ft) temporary construction easement on property described in Instrument Number 2022-20927 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit B** attached hereto and incorporated herein; and

- 0.003 acre (120 sq. ft) temporary construction easement on property described in Instrument Number 2022-20927 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit C** attached hereto and incorporated herein; and

- 0.1762 acre (7,674 sq. ft) right-of-way on property described in Instrument Number 2018-29064 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit D** attached hereto and incorporated herein; and

- 0.0016 acre (69 sq. ft) right-of-way on property described in Instrument Number 2020-37427 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit E** attached hereto and incorporated herein; and

- 0.7194 acre (31,337 sq. ft) right-of-way on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit F** attached hereto and incorporated herein; and

- 0.2163 acre (9,422 sq. ft) right-of-way on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit G** attached hereto and incorporated herein; and

- 0.0351 acre (1,531 sq. ft) right-of-way on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit H** attached hereto and incorporated herein; and

- 0.001 acre (50 sq. ft) temporary construction easement on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit I** attached hereto and incorporated herein; and

- 0.0143 acre (621 sq. ft) permanent easement on property described in Instrument Number 2021-43380 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit J** attached hereto and incorporated herein; and

- 0.1094 acre (4,765 sq. ft) temporary construction easement way on property described in Instrument Number 2017-32190 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit K** attached hereto and incorporated herein; and

- 0.0600 acre (2,612 sq. ft) right-of-way on property described in Instrument Number 2018-16959 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit L** attached hereto and incorporated herein; and

- 0.0588 acre (2,560 sq. ft) temporary construction easement way on property described in Instrument Number 2018-16959 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit M** attached hereto and incorporated herein; and

WHEREAS, the City Council finds and determines that the acquisition of the above real property interests for the Project constitutes a public use for a public purpose; and

WHEREAS, the City Council further finds and determines that the above-described real property interests are necessary for the construction and maintenance of the Project; and

WHEREAS, the City Council now deems it necessary to authorize the law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. to initiate condemnation proceedings in order to acquire the necessary real property interests.

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

SECTION 1.

The City Council hereby finds and determines that the recitals made in the preamble of this Resolution are true and correct and incorporates such recitals herein.

SECTION 2.

The City Council hereby finds and determines that a public necessity exists for the Project and that the acquisition of the above-referenced real property interests, which are more fully described in **Exhibits A through M**, attached to this Resolution and incorporated herein for all purposes, is necessary for the Project.

SECTION 3.

The law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. ("City Attorney") is hereby authorized to bring condemnation proceedings against the owners, and any and all other parties having an interest in the underlying properties, for the purpose of acquiring such real property interests through the exercise of the City's power of eminent domain, provided that the following conditions have been met:

(a) The City will use due diligence to obtain ownership information and a legal description for each parcel to be acquired.

(b) If the owner and/or other parties are located through the exercise of due diligence, the City Manager, or his designated representative, will (or have):

(1) Make an initial offer to the owner and/or other parties for the purchase of the above-referenced real property interests;

(2) Make a final offer to the owner and/or other parties for the purchase of the above-referenced real property interests;

(3) Disclose to the owner and/or other parties all existing appraisal reports or value studies produced or acquired by the City relating to the owners' or other parties' property and used by the City in determining the amount of the final offer; and

(4) Complete all other prerequisites to filing an eminent domain action required by applicable law.

(c) The owner and/or other parties fail or refuse to accept the City's final offer.

(d) If the owner and/or other parties cannot be located through the exercise of due diligence, the City Attorney may file eminent domain proceedings against such owner and/or other parties, and shall cite such owner and/or other parties, who cannot be located, by publication in the manner authorized by law.

SECTION 4.

The City Council hereby finds and determines that the above described real property interests are needed for the Project, which constitutes a public use, serves a public purpose, and is necessary to serve the public health, safety, and welfare.

SECTION 5.

This Resolution shall be effective immediately upon approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Alvarado, Texas, this ____ day of _____, 2026.

_____
Jacob Wheat, Mayor

Attest:

_____
Bobbie Jo Taylor, City Secretary

Exhibit A

County: Johnson
Page 1 of 4
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 2 - ROW

BEING 11,139 square feet [0.2557 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Zameen Ventures, L.L.C., recorded in Document Number 2002-20927, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.) and being a part of Lot 2, Block 1, Sledge Addition, recorded in Cabinet C, Slide 64, of the Plat Records, Johnson County, Texas (P.R.J.C.T.), said 11,139 square feet [0.2557 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said Zameen Ventures, L.L.C. tract, same being in the south line of Lot 1, Block 1, Atwood's Addition, recorded in Document Number 2024-98, P.R.J.C.T., from which a 1/2-inch iron rod with cap stamped "Fort Worth Surveying" found (controlling monument) at the southwest corner of said Lot 1 bears South 89 degrees 46 minutes 32 seconds West, a distance of 406.81 feet;

THENCE North 89 degrees 46 minutes 32 seconds East, with the north line of said Zameen Ventures, L.L.C. tract and the south line of said Lot 1, a distance 261.90 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the **POINT OF BEGINNING**, being in the new westerly right-of-way line of North Cummings Drive, also being 45.00 feet left of Station 18+73.76;

1) **THENCE** North 89 degrees 46 minutes 32 seconds East, continuing with the north line of said Zameen Ventures, L.L.C. tract and the south line of said Lot 1, a distance of 21.43 feet to a 1/2-inch iron rod with cap stamped "Fort Worth Surveying" found (controlling monument) for the northeast corner of said Zameen Ventures, L.L.C. tract and being in the westerly right-of-way line of North Cummings Drive (variable width right-of-way);

2) **THENCE** South 00 degrees 48 minutes 49 seconds West, with the east line of said Zameen Ventures, L.L.C. tract and the existing westerly right-of-way line of said North Cummings Drive, a distance of 531.65 feet to the southeast corner of said Zameen Ventures, L.L.C. tract and being in the north right-of-way line of U.S. Highway 67 (200 foot right-of-way);

3) **THENCE** South 88 degrees 27 minutes 56 seconds West, with the south line of said Zameen Ventures, L.L.C. tract and the existing north right-of-way line of said U.S. Highway 67, a distance of 22.54 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 49.07 feet left of Station 13+40.03 and being in the new westerly right-of-way line of North Cummings Drive;

4) **THENCE** North 00 degrees 52 minutes 10 seconds East, with the new westerly right-of-way of said North Cummings Drive, a distance of 302.22 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 48.77 feet left of Station 16+42.25;

5) **THENCE** South 89 degrees 11 minutes 11 seconds East, continuing with the new westerly right-of-way line of said North Cummings Drive, a distance of 3.77 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 45.00 feet left of Station 16+42.25;

6) **THENCE** North 00 degrees 48 minutes 49 seconds East, continuing with the new westerly right-of-way line of said North Cummings Drive, a distance of 106.62 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 45.00 feet left of Station 17+48.87, being at the point of curvature of a curve to the left, having a radius of 2,055.48 feet and a central angle of 01 degrees 54 minutes 36 seconds;

April 8, 2025

Description for Parcel 2 - ROW

7) **THENCE** continuing with the new westerly right-of-way line of said North Cummings Drive, with said curve to the left, an arc distance of 68.52 feet (Chord Bearing North 00 degrees 08 minutes 29 seconds West – 68.52 feet) to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 45.00 feet left of Station 18+18.89;

8) **THENCE** North 01 degrees 05 minutes 47 seconds West, continuing with the new westerly right-of-way line of said North Cummings Drive, a distance of 54.87 feet to the **POINT OF BEGINNING** and containing 11,139 square feet [0.2557 Acres] of land.

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

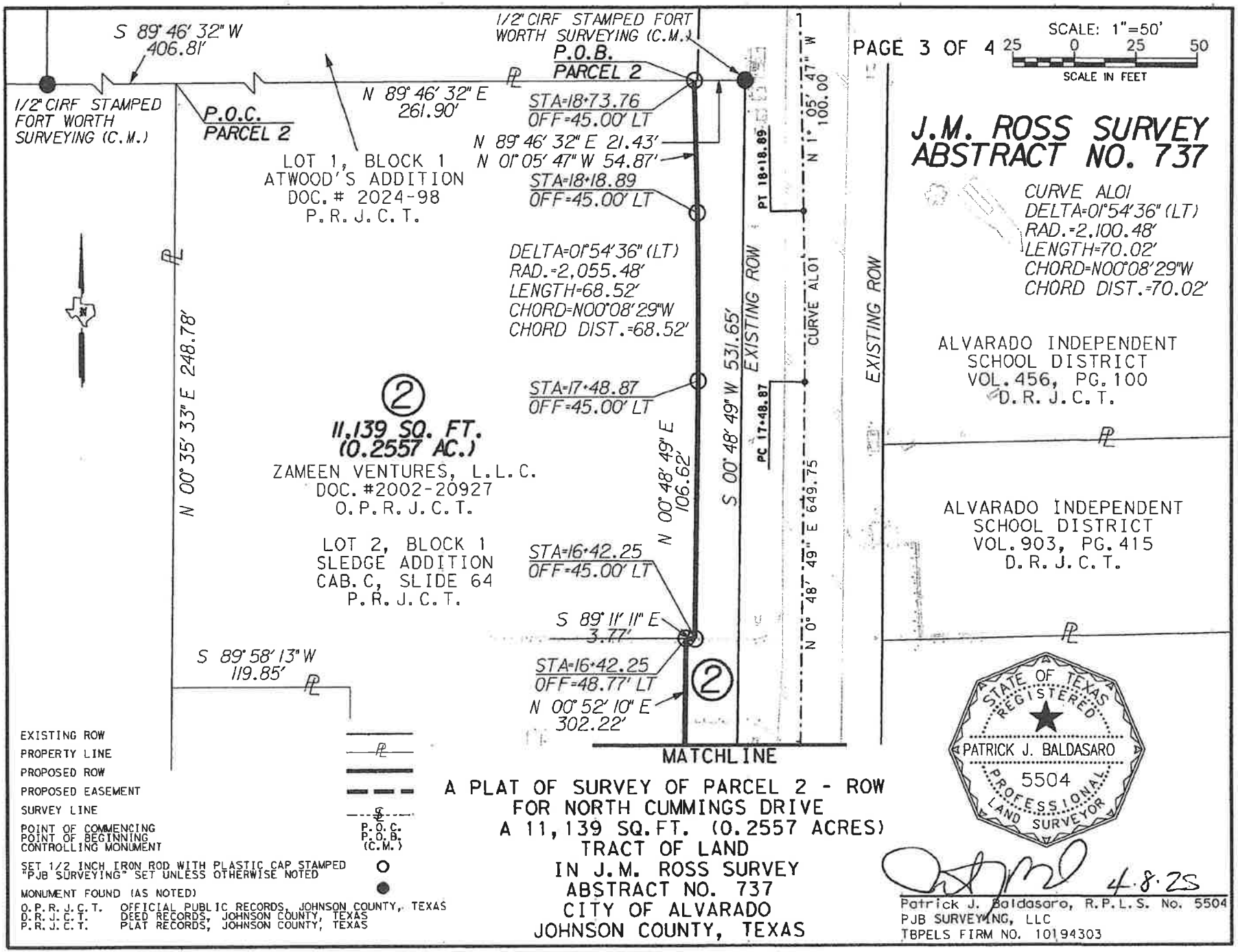
4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

4.8.25

Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303




S 89° 46' 32" W
406.81'
1/2" CIRF STAMPED FORT WORTH SURVEYING (C.M.)
P.O.C.
PARCEL 2
N 89° 46' 32" E
261.90'
1/2" CIRF STAMPED FORT WORTH SURVEYING (C.M.)
P.O.B.
PARCEL 2
STA=18+73.76
OFF=45.00' LT
N 89° 46' 32" E 21.43'
N 01° 05' 47" W 54.87'
STA=18+18.89
OFF=45.00' LT
LOT 1, BLOCK 1
ATWOOD'S ADDITION
DOC. # 2024-98
P. R. J. C. T.
DELTA=01°54'36" (LT)
RAD.=2,055.48'
LENGTH=68.52'
CHORD=N00°08'29"W
CHORD DIST.=68.52'
N 00° 35' 33" E 248.78'
2
11,139 SQ. FT.
(0.2557 AC.)
ZAMEEN VENTURES, L.L.C.
DOC. #2002-20927
O. P. R. J. C. T.
N 00° 48' 49" E
106.62'
S 00° 48' 49" W 531.65'
EXISTING ROW
PT 18+18.89
N 1° 05' 47" W
100.00
CURVE ALO1
PC 17+48.87
N 0° 48' 49" E 649.75
STA=17+48.87
OFF=45.00' LT
LOT 2, BLOCK 1
SLEDGE ADDITION
CAB. C, SLIDE 64
P. R. J. C. T.
STA=16+42.25
OFF=45.00' LT
S 89° 11' 11" E
3.77'
S 89° 58' 13" W
119.85'
STA=16+42.25
OFF=48.77' LT
2
N 00° 52' 10" E
302.22'
MATCHLINE
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING
POINT OF BEGINNING
CONTROLLING MONUMENT
P. O. C.
P. O. B.
(C. M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O. P. R. J. C. T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D. R. J. C. T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P. R. J. C. T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF PARCEL 2 - ROW
FOR NORTH CUMMINGS DRIVE
A 11,139 SQ. FT. (0.2557 ACRES)
TRACT OF LAND
IN J. M. ROSS SURVEY
ABSTRACT NO. 737
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
PAGE 3 OF 4
SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
J.M. ROSS SURVEY
ABSTRACT NO. 737
CURVE ALO1
DELTA=01°54'36" (LT)
RAD.=2,100.48'
LENGTH=70.02'
CHORD=N00°08'29"W
CHORD DIST.=70.02'
EXISTING ROW
ALVARADO INDEPENDENT
SCHOOL DISTRICT
VOL. 456, PG. 100
D. R. J. C. T.
ALVARADO INDEPENDENT
SCHOOL DISTRICT
VOL. 903, PG. 415
D. R. J. C. T.
STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR
4.8.25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

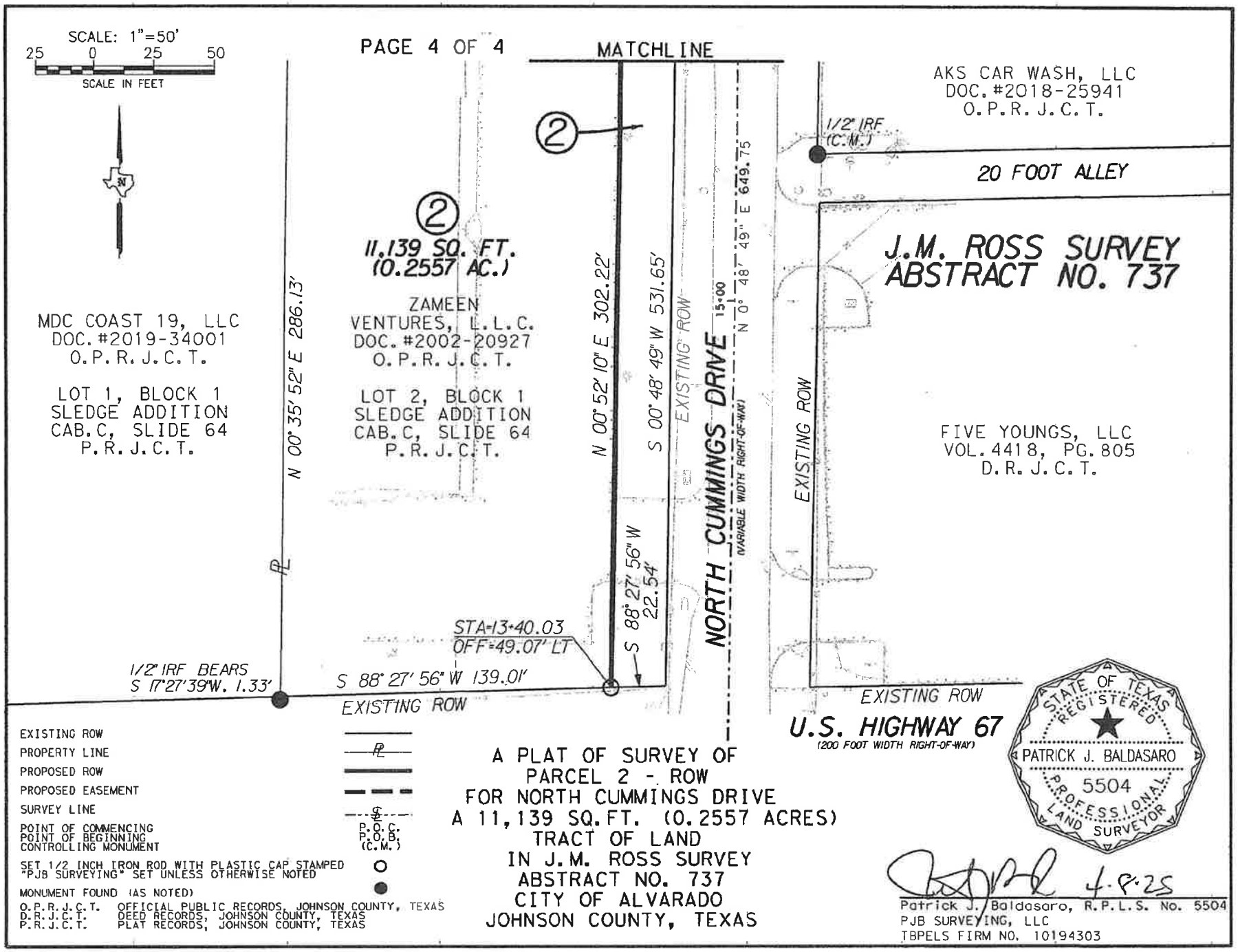

SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
PAGE 4 OF 4
MATCHLINE
AKS CAR WASH, LLC
DOC. #2018-25941
O.P.R.J.C.T.
1/2" IRF (C.M.)
20 FOOT ALLEY
J.M. ROSS SURVEY
ABSTRACT NO. 737
11,139 SQ. FT.
(0.2557 AC.)
MDC COAST 19, LLC
DOC. #2019-34001
O.P.R.J.C.T.
LOT 1, BLOCK 1
SLEDGE ADDITION
CAB. C, SLIDE 64
P.R.J.C.T.
ZAMEEN
VENTURES, L.L.C.
DOC. #2002-20927
O.P.R.J.C.T.
LOT 2, BLOCK 1
SLEDGE ADDITION
CAB. C, SLIDE 64
P.R.J.C.T.
N 00° 35' 52" E 286.13'
N 00° 52' 10" E 302.22'
S 00° 48' 49" W 531.65'
N 0° 48' 49" E 649.75'
EXISTING ROW
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
15.00
EXISTING ROW
FIVE YOUNGS, LLC
VOL. 4418, PG. 805
D.R.J.C.T.
S 88° 27' 56" W 22.54'
STA=13+40.03
OFF=49.07' LT
1/2" IRF BEARS
S 17°27'39"W. 1.33'
S 88° 27' 56" W 139.01'
EXISTING ROW
EXISTING ROW
U.S. HIGHWAY 67
(200 FOOT WIDTH RIGHT-OF-WAY)
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING
POINT OF BEGINNING
CONTROLLING MONUMENT
P.O.C.
P.O.B.
(C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF
PARCEL 2 - ROW
FOR NORTH CUMMINGS DRIVE
A 11,139 SQ.FT. (0.2557 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR
4.9.25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit B

County: Johnson
Page 1 of 3
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 2TE – Temporary Easement

BEING 1,150 square feet [0.0264 Acres] of land, in the J.M. Ross Survey, in the City of Alvarado, Abstract Number 737, Johnson County, Texas, being part of a tract of land described in a deed to Zameen Ventures, L.L.C., recorded in Document Number 2002-20927, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.) and being a part of Lot 2, Block 1, Sledge Addition, recorded in Cabinet C, Slide 64, of the Plat Records, Johnson County, Texas (P.R.J.C.T.), said 1,150 square feet [0.0264 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at the northwest corner of said Zameen Ventures, L.L.C. tract, same being in the south line of Lot 1, Block 1, Atwood's Addition, recorded in Document Number 2024-98, P.R.J.C.T., from which a 1/2-inch iron rod with cap stamped "Fort Worth Surveying" found (controlling monument) at the southwest corner of said Lot 1 bears South 89 degrees 46 minutes 32 seconds West, a distance of 406.81 feet;

THENCE North 89 degrees 46 minutes 32 seconds East, with the north line of said Zameen Ventures, L.L.C. tract and the south line of said Lot 1, a distance 256.90 feet to the **POINT OF BEGINNING**, being 50.00 feet left of Station 18+73.84;

1) **THENCE** North 89 degrees 46 minutes 32 seconds East, continuing with the north line of said Zameen Ventures, L.L.C. tract and the south line of said Lot 1, a distance of 5.00 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the new westerly right-of-way line of North Cummings Drive (variable width right-of-way);

2) **THENCE** South 01 degrees 05 minutes 47 seconds East, with the new westerly right-of-way line of North Cummings Drive, a distance of 54.87 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being at the point of curvature of a curve to the right, having a radius of 2,055.48 feet and a central angle of 01 degrees 54 minutes 36 seconds;

3) **THENCE** continuing with the new westerly right-of-way line of said North Cummings Drive, with said curve to the right, an arc distance of 68.52 feet (Chord Bearing South 00 degrees 08 minutes 29 seconds East – 68.52 feet) to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set;

4) **THENCE** South 00 degrees 48 minutes 49 seconds West, continuing with the new westerly right-of-way line of said North Cummings Drive, a distance of 106.62 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set;

5) **THENCE** North 89 degrees 11 minutes 11 seconds West, continuing with the new westerly right-of-way of said North Cummings Drive, a distance of 5.00 feet to a point, being 50.00 feet left of Station 16+42.25;

6) **THENCE** North 00 degrees 48 minutes 49 seconds East, a distance of 106.62 feet to a point, being 50.00 feet right of Station 17+48.87, being at the point of curvature of a curve to the left, having a radius of 2,050.48 feet and a central angle of 01 degrees 54 minutes 36 seconds;

7) **THENCE** with said curve to the left, an arc distance of 68.35 feet (Chord Bearing North 00 degrees 08 minutes 29 seconds West – 68.35 feet) to a point, being 50.00 feet left of Station 18+18.89;

April 8, 2025

Description for Parcel 2TE – Temporary Easement

8) **THENCE** North 01 degrees 05 minutes 47 seconds West, a distance of 54.94 feet to the **POINT OF BEGINNING** and containing 1,150 square feet [0.0264 Acres] of land.

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

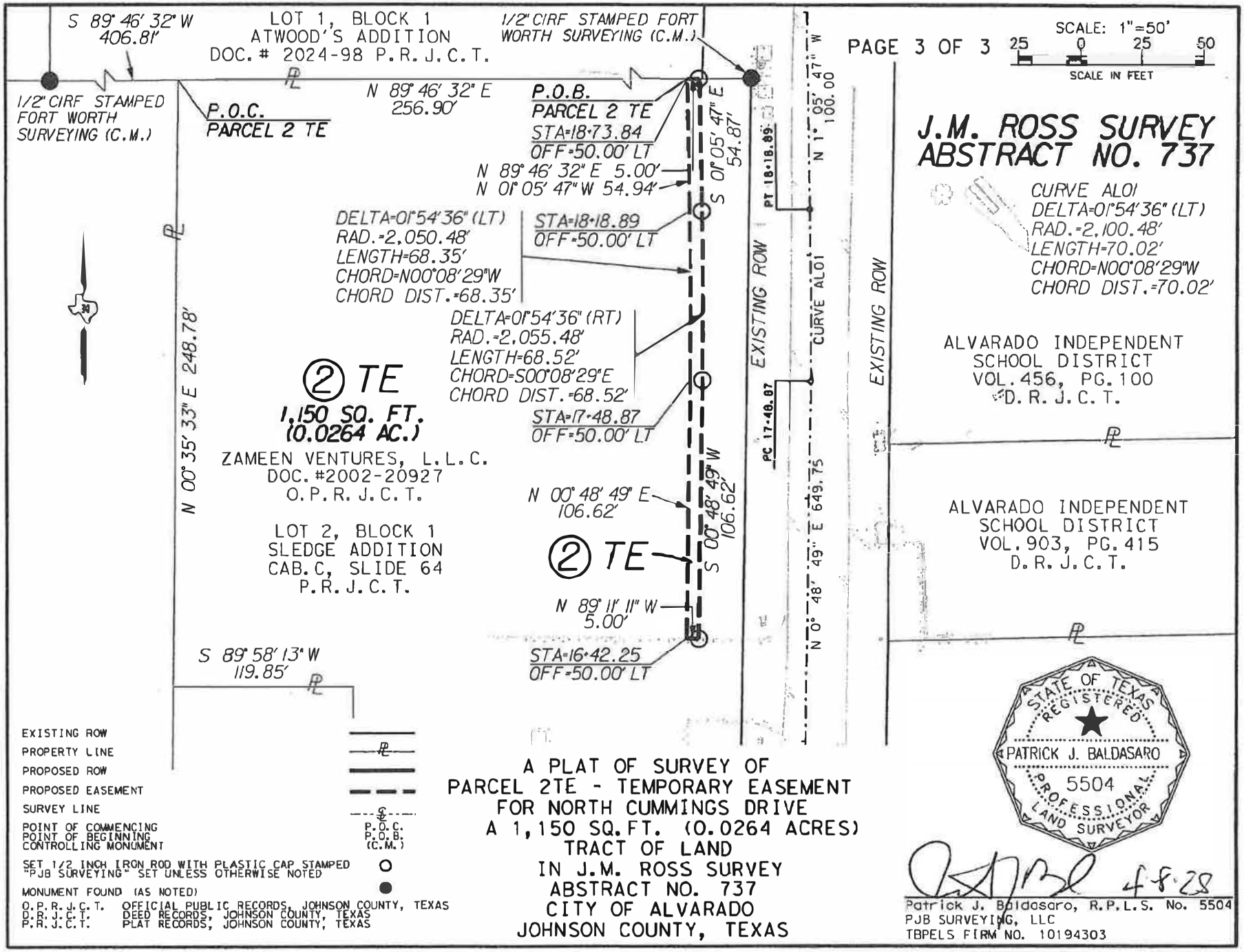
4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

4.8.25

Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303





A PLAT OF SURVEY OF
PARCEL 2TE - TEMPORARY EASEMENT
FOR NORTH CUMMINGS DRIVE
A 1,150 SQ.FT. (0.0264 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

FIELD NOTE DESCRIPTION
15'x8' TEMPORARY CONSTRUCTION EASEMENT
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

Being a 15'x8' Temporary Construction Easement, and being under, over and across a tract land located in the John M. Ross Survey, Abstract Number 737, Johnson County, Texas, same being Lot 2, Block 1 Sledge Addition, an addition to the City of Aubrey, as recorded in Instrument Number 2004-411, of the Plat Records of Johnson County, Texas (P.R.J.C.T), as conveyed to Zameen Ventures, LLC by deed recorded in Instrument Number 2002-20927, of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), said 15'x8' Temporary Construction Easement being more particularly described as follows:

BEGINNING at a point for corner inside said Lot 2, Block 1, and on the future west right-of-way line of North Cummings Drive (by others), from which a 1/2 inch iron rod with cap stamped "Fort Worth Surveying" (Controlling Monument (CM)) found on the common northeast corner of a called 0.358 acre tract of land conveyed to AKS Car Wash LLC, by deed recorded in Instrument Number 2018-25941 (O.P.R.J.C.T.), bears N 72°45'53" E, a distance of 286.93 feet;

THENCE, S 00°52'10" W, being across said Lot 2, Block 1, and along the west line said future right-of-way, a distance of 15.00 feet to a point for corner;

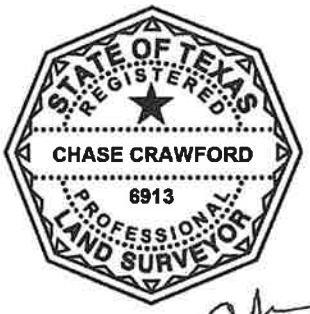
THENCE, N 89°07'50" W, departing the west line of said future right-of-way, and continuing across said Lot 2, Block 1, a distance of 8.00 feet to a point for corner;

THENCE, N 00°52'10" E, continuing across said Lot 2, Block 1 a distance of 15.00 feet to a point for corner, from which a 1 inch iron rod (CM) found on the northwest corner of said Lot 2, Block 1, bears N 67°29'20" W, a distance of 142.95 feet;

THENCE, S 89°07'50" E, continuing across said Lot 2, Block 1, a distance of 8.00 feet to the POINT OF BEGINNING, said 15'x8' Temporary Construction Easement containing 0.003 acres (120 square feet) of land, more or less.

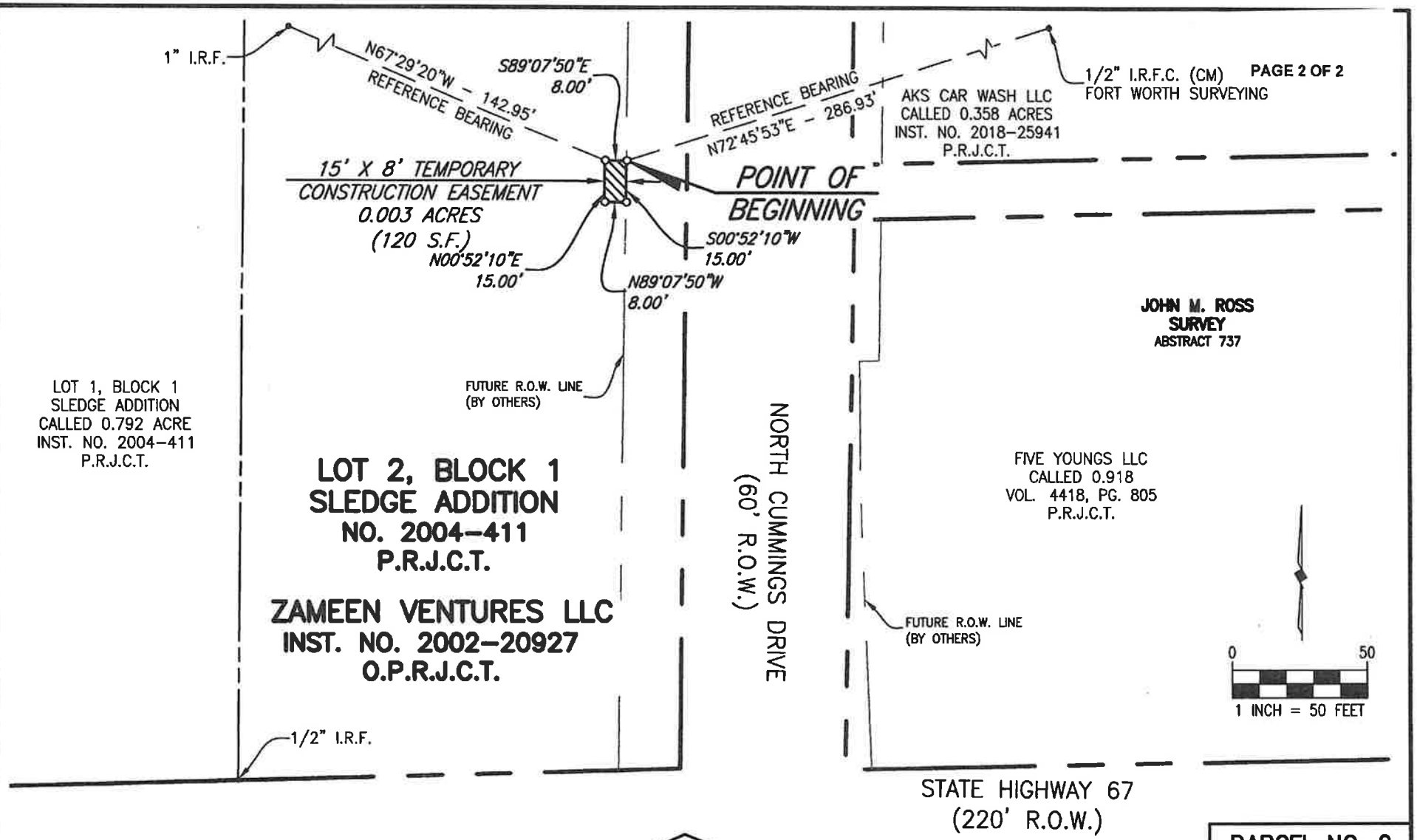
Notes:

1. Bearings and Distances are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field surveys concluded on 02/26/2025.
3. A graphic exhibit of even date herewith accompanies this field note description.



Chase Crawford. R.P.L.S.
Texas Registration No. 6913
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 10031800
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
Phone 214-361-7900

10/6/25



PARCEL NO. 2

CITY OF ALVARADO, TEXAS

SLEDGE ADDITION
15' X 8' TEMPORARY CONSTRUCTION EASEMENT

NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 02/26/2025
3. A FIELD NOTE DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR

10/6/25

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

September 2025

REVISED: 10/6/25 - SABDELMASIH

H:\Projects\Alvarado\2024158 Cummings Drive Waterline Relocation\Easement Plats\Plats\Sledge Addition.dwg

Exhibit D

County: Johnson
Page 1 of 3
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 7 - ROW

BEING 7,674 square feet [0.1762 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Alvarado Senior Housing, L.P., recorded in Document Number 2018-29064, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), said 7,674 square feet [0.1762 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with cap stamped "RPLS #4466" found (controlling monument) in the north line of Lot 1, Indian Trails Addition, recorded in Cabinet B, Slide 466, Plat Records, Johnson County, Texas (P.R.J.C.T.) and being in the south right-of-way line of Cherokee Trail (60 foot right-of-way), being at the point of curvature of a curve to the right, having a radius of 20.00 feet and a central angle of 90 degrees 23 minutes 10 seconds;

THENCE continuing with the north line of said Lot 1, the southerly right-of-way line of said Cherokee Trail and with said curve to the right, an arc distance of 31.55 feet (Chord Bearing South 45 degrees 01 minutes 01 seconds East – 28.38 feet) to a point on the east line of said Lot 1, Indian Trails Addition and being in the existing west right-of-way line of North Cummings Drive (variable width right-of-way);

THENCE South 00 degrees 10 minutes 34 seconds West, with the east line of said Lot 1 and the existing west right-of-way line of said North Cummings Drive, a distance 100.36 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the north line of said Alvarado Senior Housing, L.P. tract at the **POINT OF BEGINNING**, being in the new west right-of-way line of North Cummings Drive, also being 59.41 feet left of Station 29+88.98;

1) **THENCE** South 87 degrees 50 minutes 37 seconds East, with the north line of said Alvarado Senior Housing, L.P. tract and the existing west right-of-way line of said North Cummings Drive, a distance of 39.32 feet to a 1/2-inch iron rod found (controlling monument) for the northeast corner of said Alvarado Senior Housing, L.P. tract and being in the existing west right-of-way line of said North Cummings Drive;

2) **THENCE** South 00 degrees 42 minutes 17 seconds East, with the east line of said Alvarado Senior Housing, L.P. tract and the existing west right-of-way line of said North Cummings Drive, a distance of 182.55 feet to a 1/2-inch iron rod with cap stamped "Fort Worth Surveying" found at the southeast corner of Alvarado Senior Housing, L.P. tract and in the existing west right-of-way line of said North Cummings Drive;

3) **THENCE** North 88 degrees 22 minutes 53 seconds West, with the south line of said Alvarado Senior Housing, L.P. tract and the existing west right-of-way line of said North Cummings Drive, at a distance of 20.00 feet passing the northeast corner of Lot 1, Block 1, Atwood's Addition, recorded in Document Number 2024-98, P.R.J.C.T., a total distance of 44.74 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the south line of said Alvarado Senior Housing, L.P. tract and the north line od said Lot 1, Atwood's Addition, being 60.00 feet left of Station 28+06.20, being in the new west right-of-way line of North Cummings Drive;

4) **THENCE** North 00 degrees 59 minutes 57 seconds East, with the new west right-of-way of said North Cummings Drive, a distance of 182.78 feet to the **POINT OF BEGINNING** and containing 7,674 square feet [0.1762 Acres] of land.

April 8, 2025

Description for Parcel 7 - ROW

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

4-8-25

Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303



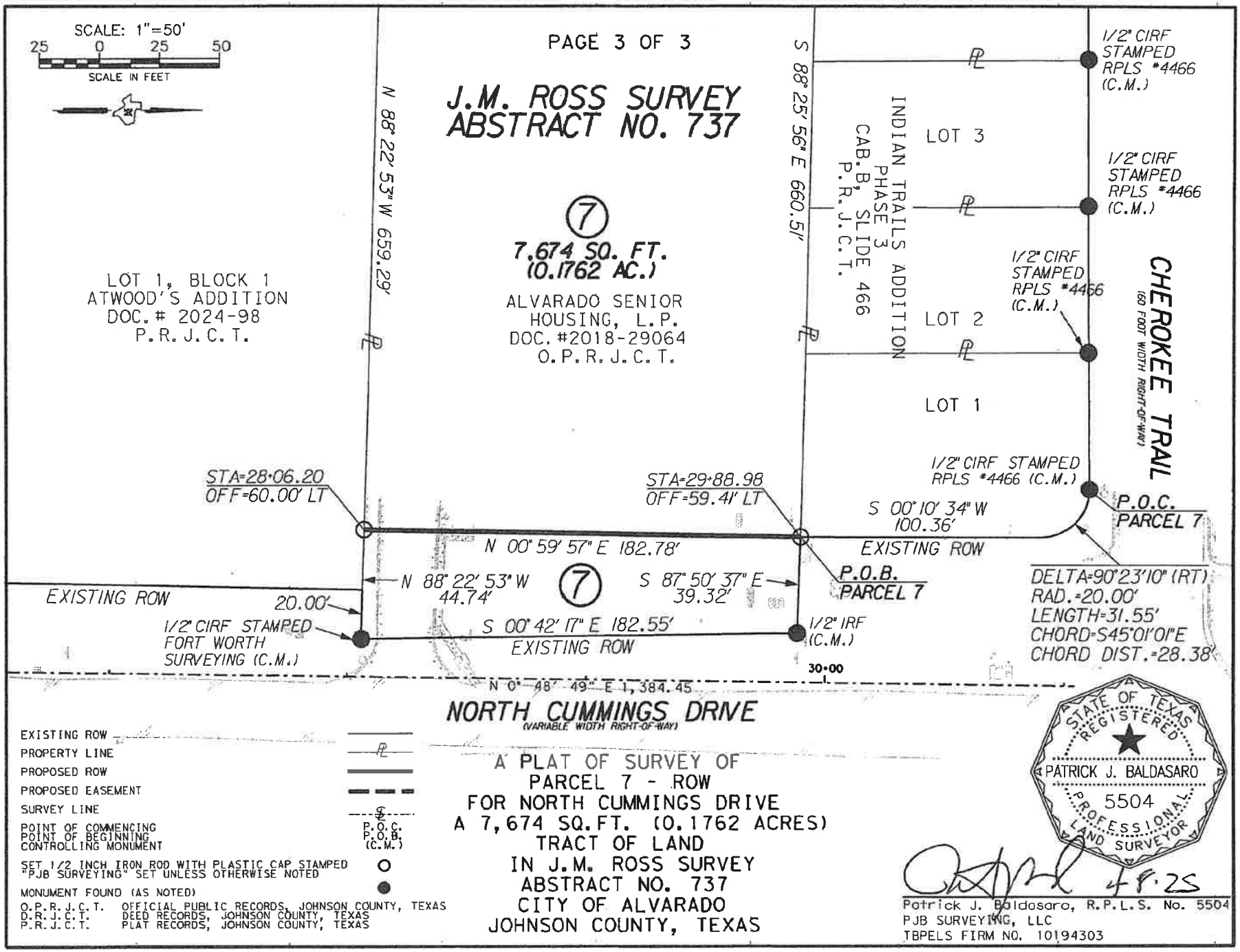

SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
PAGE 3 OF 3
J.M. ROSS SURVEY
ABSTRACT NO. 737
7
7,674 SQ. FT.
(0.1762 AC.)
ALVARADO SENIOR
HOUSING, L.P.
DOC. #2018-29064
O.P.R.J.C.T.
LOT 1, BLOCK 1
ATWOOD'S ADDITION
DOC. # 2024-98
P.R.J.C.T.
N 88° 22' 53" W 659.29'
S 88° 25' 56" E 660.51'
INDIAN TRAILS ADDITION
PHASE 3
CAB. B, SLIDE 466
P.R.J.C.T.
LOT 3
LOT 2
LOT 1
1/2" CIRF STAMPED RPLS *4466 (C.M.)
1/2" CIRF STAMPED RPLS *4466 (C.M.)
1/2" CIRF STAMPED RPLS *4466 (C.M.)
1/2" CIRF STAMPED RPLS *4466 (C.M.)
CHEROKEE TRAIL
(60 FOOT WIDTH RIGHT-OF-WAY)
STA=28+06.20
OFF=60.00' LT
STA=29+88.98
OFF=59.41' LT
N 00° 59' 57" E 182.78'
S 00° 10' 34" W
100.36'
EXISTING ROW
P.O.C.
PARCEL 7
P.O.B.
PARCEL 7
N 88° 22' 53" W
44.74'
S 87° 50' 37" E
39.32'
EXISTING ROW
20.00'
1/2" CIRF STAMPED
FORT WORTH
SURVEYING (C.M.)
S 00° 42' 17" E 182.55'
EXISTING ROW
1/2" IRF
(C.M.)
DELTA=90°23'10" (RT)
RAD.=20.00'
LENGTH=31.55'
CHORD=S45°01'01"E
CHORD DIST.=28.38'
30.00
N 0° 48' 49" E 1,384.45
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING P.O.C.
POINT OF BEGINNING P.O.B.
CONTROLLING MONUMENT (C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF
PARCEL 7 - ROW
FOR NORTH CUMMINGS DRIVE
A 7,674 SQ.FT. (0.1762 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR
4.8.25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit E

County: Johnson
Page 1 of 3
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 11 - ROW

BEING 69 square feet [0.0016 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Kathleen M. Pantel, recorded in Document Number 2020-37427, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), and being a part of Lot 7, Block 6, Lakeview Estates Addition, recorded in Cabinet B, Slide 283, Plat Records, Johnson County, Texas (P.R.J.C.T.) said 69 square feet [0.0016 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of said Lot 7 and the northwest corner of Lot 8, of said Lakeview Estates Addition and being in the south right-of-way line of Lakeview Drive (50 foot right-of-way), from which a 1/2-inch iron rod with plastic cap stamped RPLS #4466 found bears North 03 degrees 55 minutes 26 seconds East, 0.75 feet;

THENCE South 81 degrees 35 minutes 23 seconds East, with the south line of said Lot 7 and the north line of said Lot 8, a distance 126.96 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the north line of said Helms tract at the **POINT OF BEGINNING**, being in the new west right-of-way line of North Cummings Drive, also being 53.23 feet left of Station 36+53.83;

1) **THENCE** North 55 degrees 39 minutes 27 seconds East, with the new west right-of-way line of said North Cummings Drive, a distance of 14.20 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the east line of said Lot 7 and being in the existing west right-of-way line of said North Cummings, being 39.98 feet left of Station 36+58.93;

2) **THENCE** South 13 degrees 20 minutes 47 seconds East, with the east line of said Lot 7 and the existing west right-of-way line of said North Cummings Drive, a distance of 10.38 feet to the southeast corner of said Lot 7 and the northeast corner of said Lot 8;

3) **THENCE** North 81 degrees 35 minutes 23 seconds West, with the south line of said Lot 7 and the north line of said Lot 8, a distance of 14.27 feet to the **POINT OF BEGINNING** and containing 69 square feet [0.0016 Acres] of land.

April 8, 2025

Description for Parcel 11 - ROW

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

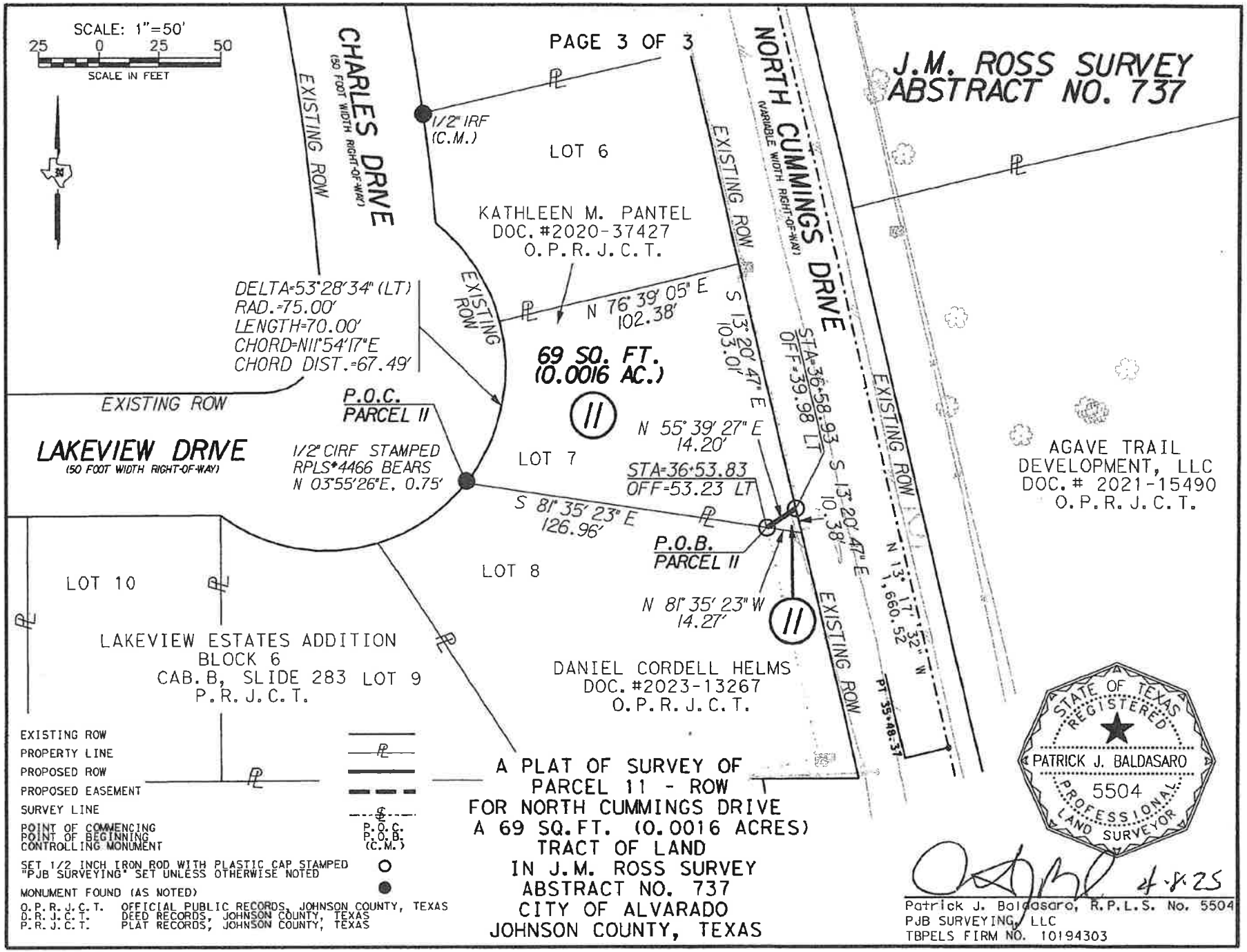
5. A survey plat of even date accompanies this legal description.

4.8.25

Patrick J. Baldasaro, R.P.L.S.
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303

Date





A PLAT OF SURVEY OF
PARCEL 11 - ROW
FOR NORTH CUMMINGS DRIVE
A 69 SQ.FT. (0.0016 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit F

County: Johnson
Page 1 of 7
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 15 Part 1 - ROW

BEING 31,337 square feet [0.7194 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, near the City of Alvarado, Johnson County, Texas, being part of a tract of land described as Tract 2 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), said 31,337 square feet [0.7194 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the south line of said Tract 2 at the northwest corner of a tract of land described in deed to Billie M. Sledge, recorded in Volume 1110, Page 201 Deed Records, Johnson County, Texas (D.R.J.C.T.);

THENCE North 75 degrees 58 minutes 19 seconds East, with the south line of said Tract 2 and the north line of said Sledge tract, a distance 407.86 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the new west right-of-way line of North Cummings Drive at the **POINT OF BEGINNING**, also being 50.61 feet left of Station 54+63.07;

1) **THENCE** North 14 degrees 36 minutes 02 seconds West, with the new westerly right-of-way line of said North Cummings Drive, a distance of 648.18 feet to a 1/2-inch iron rod with plastic cap stamped "PJB Surveying" set in an interior line of said Tract 2 and the south line of a tract described as Tract 1 in deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, O.P.R.J.C.T., and being 52.03 feet left of Station 61+11.25;

2) **THENCE** North 86 degrees 36 minutes 06 seconds East, with the interior line of said Tract 2 and the south line of said Tract 1, a distance of 50.96 feet to an exterior corner in the east line of said Tract 2 and the southeast corner of said Tract 1, also being in the existing westerly right-of-way line of North Cummings Drive (variable width right-of-way);

3) **THENCE** South 14 degrees 22 minutes 02 seconds East, with the east line of said Tract 2 and the existing westerly right-of-way line of said North Cummings Drive, a distance of 638.76 feet to the southeast corner of said Tract 2 and the northeast corner of said Sledge tract;

4) **THENCE** South 75 degrees 58 minutes 19 seconds West, with the south line of said Tract 2 and the north line of said Sledge tract, a distance of 47.39 feet to the **POINT OF BEGINNING** and containing 31,337 square feet [0.7194 Acres] of land.

April 8, 2025

Description for Parcel 15 Part 1 - ROW

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

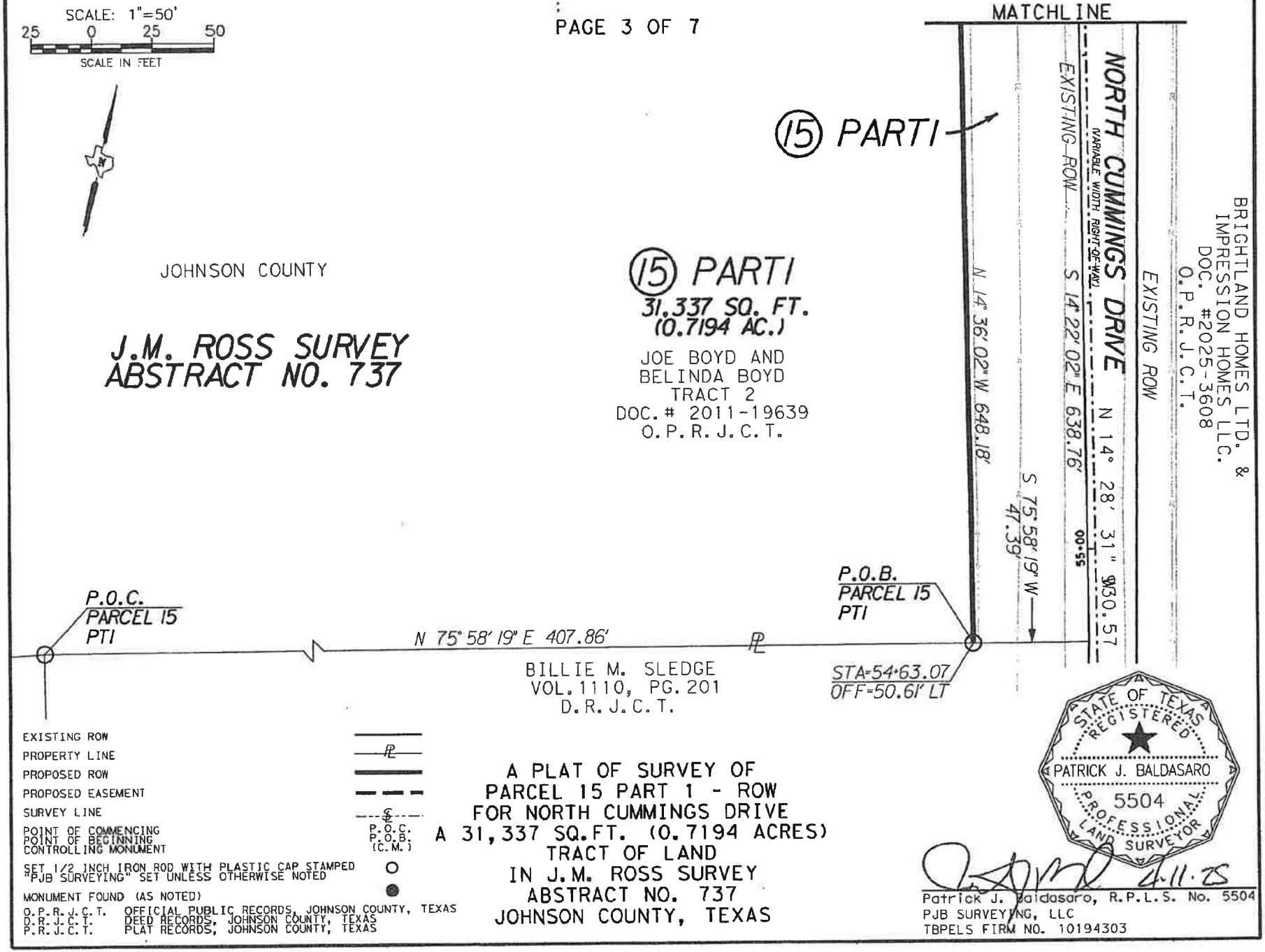
5. A survey plat of even date accompanies this legal description.

4-11-25

Date

Patrick J. Baldasaro, R.P.L.S.
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303





A PLAT OF SURVEY OF PARCEL 15 PART 1 - ROW FOR NORTH CUMMINGS DRIVE A 31,337 SQ.FT. (0.7194 ACRES) TRACT OF LAND IN J.M. ROSS SURVEY ABSTRACT NO. 737 JOHNSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR

4.11.25

Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

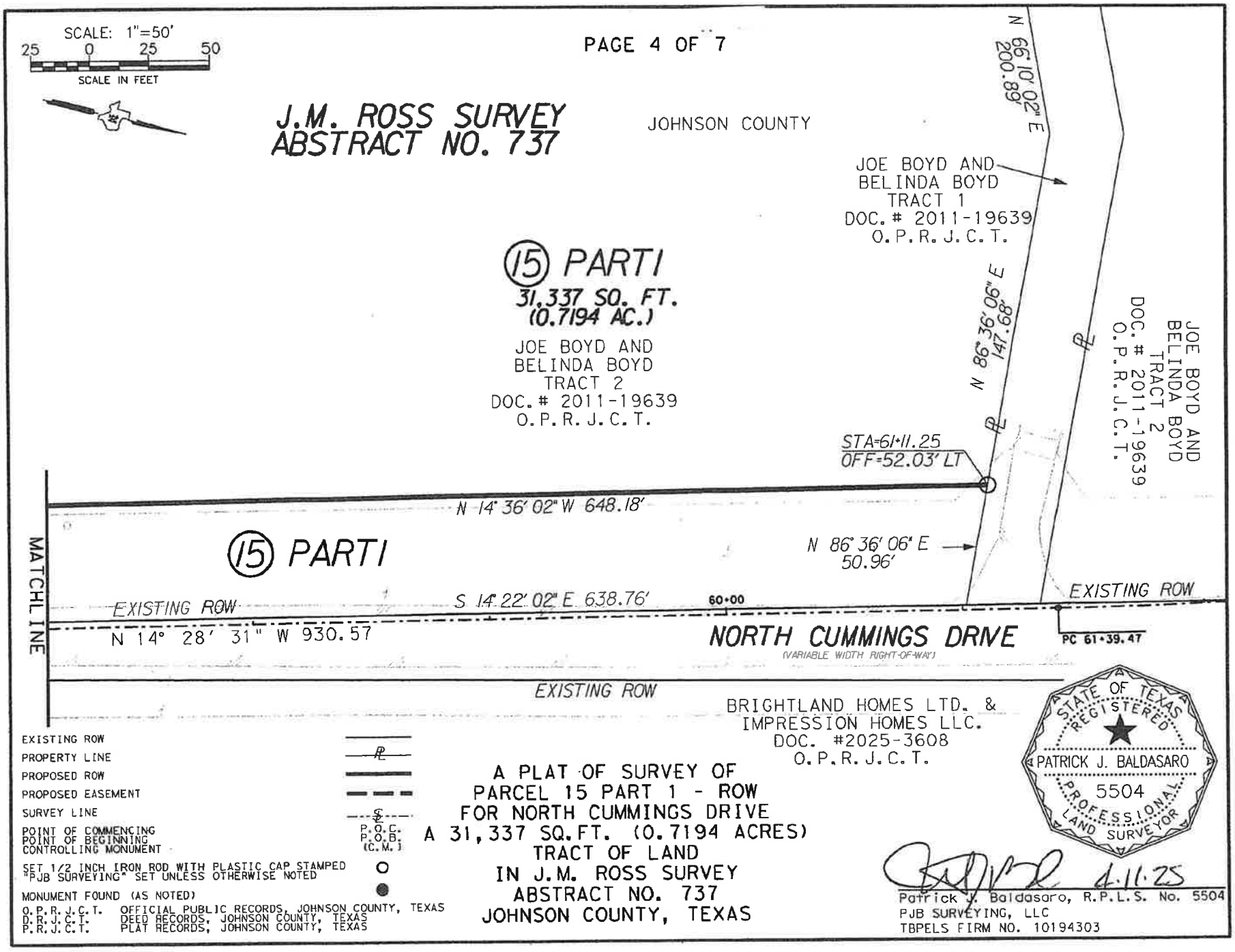

SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
J.M. ROSS SURVEY
ABSTRACT NO. 737
JOHNSON COUNTY
N 66° 10' 02" E
200.89'
JOE BOYD AND
BELINDA BOYD
TRACT 1
DOC. # 2011-19639
O.P.R.J.C.T.
(15) PART I
31,337 SQ. FT.
(0.7194 AC.)
JOE BOYD AND
BELINDA BOYD
TRACT 2
DOC. # 2011-19639
O.P.R.J.C.T.
N 86° 36' 06" E
147.68'
JOE BOYD AND
BELINDA BOYD
TRACT 2
DOC. # 2011-19639
O.P.R.J.C.T.
STA=61+11.25
OFF=52.03' LT
N 14° 36' 02" W 648.18'
(15) PART I
N 86° 36' 06" E
50.96'
MATCHL INE
EXISTING ROW
S 14° 22' 02" E 638.76'
60+00
EXISTING ROW
N 14° 28' 31" W 930.57
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
PC 61+39.47
EXISTING ROW
BRIGHTLAND HOMES LTD. &
IMPRESSION HOMES LLC.
DOC. #2025-3608
O.P.R.J.C.T.
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING P.O.C.
POINT OF BEGINNING P.O.B.
CONTROLLING MONUMENT (C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF
PARCEL 15 PART 1 - ROW
FOR NORTH CUMMINGS DRIVE
A 31,337 SQ.FT. (0.7194 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
JOHNSON COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR
4.11.25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit G

County: Johnson
Page 5 of 7
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 15 Part 2 - ROW

BEING 9,422 square feet [0.2163 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, near the City of Alvarado, Johnson County, Texas, being part of a tract of land described as Tract 2 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), said 9,422 square feet [0.2163 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at an angle point in an interior line of said Tract 2 and being in the north line of a tract described as Tract 1 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, O.P.R.J.C.T.;

THENCE North 86 degrees 36 minutes 06 seconds East, with the interior line of said Tract 2 and the north line of said Tract 1, a distance 147.14 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the new west right-of-way line of North Cummings Drive (variable width right-of-way) at the **POINT OF BEGINNING**, being at the beginning of a non-tangent curve to the left, having a radius of 1,708.11 feet and a central angle of 05 degrees 01 minutes 27 seconds, being 52.10 feet left of Station 61+41.91;

1) **THENCE** with the new west right-of-way line of said North Cummings Drive and said non-tangent curve to the left, an arc distance of 149.78 feet (Chord Bearing North 17 degrees 11 minutes 28 seconds West – 149.74 feet) to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 52.43 feet left of Station 62+96.27;

2) **THENCE** South 61 degrees 20 minutes 42 seconds West, continuing with the new west right-of-way line of said North Cummings Drive, a distance of 17.79 feet a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the beginning of a non-tangent curve to the left, having a radius of 1,692.42 feet and a central angle of 00 degrees 22 minutes 48 seconds, being 70.00 feet left of Station 62+93.34;

3) **THENCE** continuing with the new west right-of-way line of said North Cummings Drive and said non-tangent curve to the left, an arc distance of 11.23 feet (Chord Bearing North 19 degrees 40 minutes 04 seconds West – 11.23 feet) to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the north line of said Tract 2 and the south line of a tract of land described in a deed to Parks of Alvarado Property Owners Association, Inc., recorded in Document Number 2022-38871, O.P.R.J.C.T. and being Lot 43X, of the Parks of Alvarado – Phase 1, recorded in Document Number 2021-45, Plat Records, Johnson County, Texas (P.R.J.C.T.), being 70.00 feet left of Station 63+05.03;

4) **THENCE** North 61 degrees 20 minutes 42 seconds East, with the north line of said Tract 2 and the south line of said Parks of Alvarado – Phase 1, a distance of 47.60 feet to the southeast corner of Lot 42X of said Parks of Alvarado – Phase 1, same being in the existing westerly right-of-way line of North Cummings Drive (variable width right-of-way);

5) **THENCE** North 61 degrees 00 minutes 02 seconds East, continuing with the north line of said Tract 2 and the existing westerly right-of-way line of said North Cummings Drive, a distance of 30.72 feet to the northeast corner of said Tract 2;

April 8, 2025

Description for Parcel 15 Part 2 – ROW

6) **THENCE** South 14 degrees 21 minutes 23 seconds East, with the east line of said Tract 2 and the existing westerly right-of-way line of said North Cummings Drive, a distance of 185.57 feet to an exterior corner of said Tract 2 and the northeast corner of said Tract 1;

7) **THENCE** South 86 degrees 36 minutes 06 seconds West, with an interior line of said Tract 2 and the north line of said Tract 1, a distance of 51.09 feet to the **POINT OF BEGINNING** and containing 9,422 square feet [0.2163 Acres] of land.

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

4.11.25

Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303



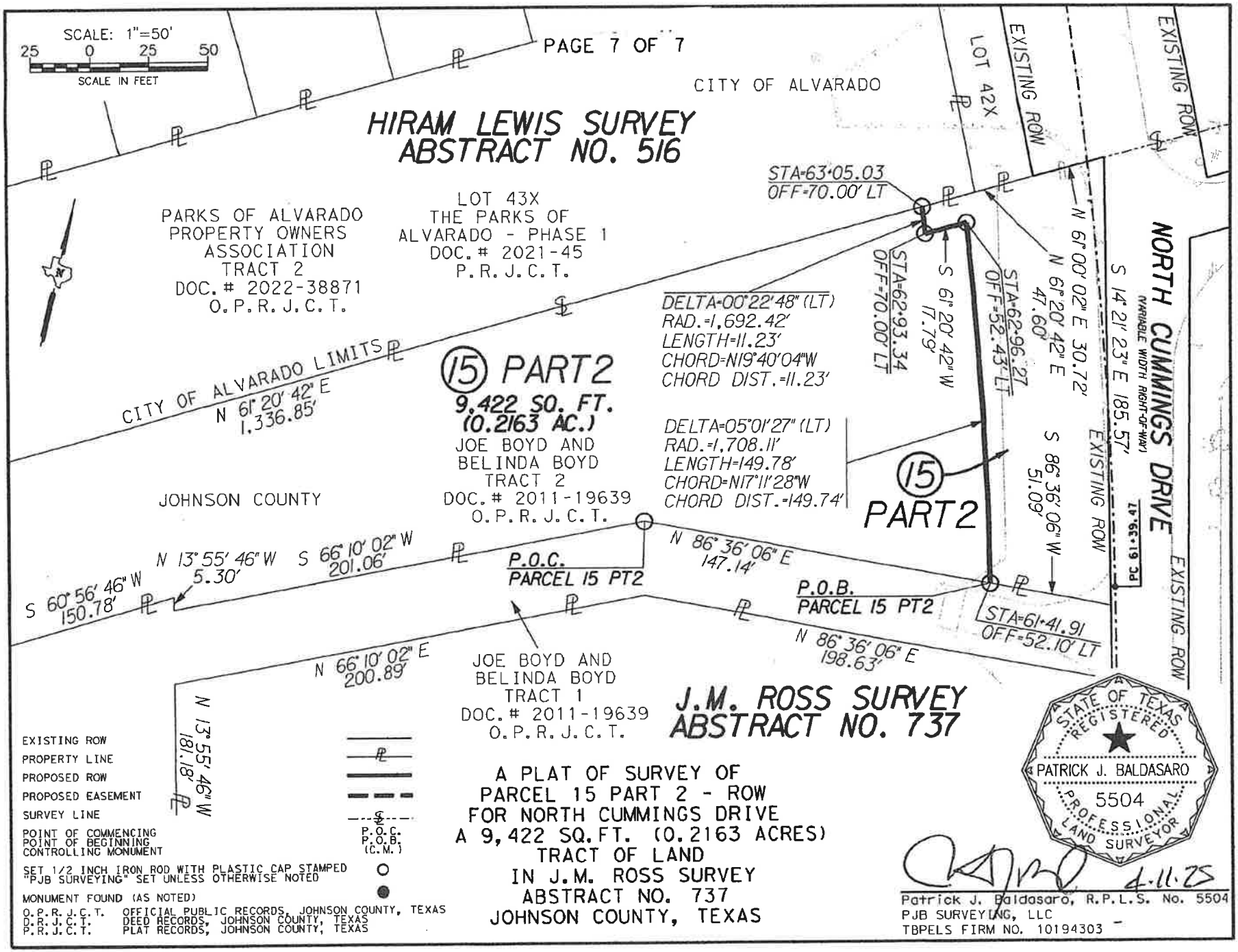

SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
PAGE 7 OF 7
CITY OF ALVARADO
HIRAM LEWIS SURVEY
ABSTRACT NO. 516
LOT 42X
EXISTING ROW
EXISTING ROW
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
EXISTING ROW
PARKS OF ALVARADO PROPERTY OWNERS ASSOCIATION TRACT 2
DOC. # 2022-38871
O.P.R.J.C.T.
LOT 43X
THE PARKS OF ALVARADO - PHASE 1
DOC. # 2021-45
P.R.J.C.T.
STA=63+05.03
OFF=70.00' LT
N 61° 00' 02" E 30.72'
S 14° 21' 23" E 185.57'
PC 61+39.41
N 61° 20' 42" E
47.60'
S 61° 20' 42" W
17.79'
STA=62+93.34
OFF=70.00' LT
STA=62+96.27
OFF=52.43' LT
S 86° 36' 06" W
51.09'
DELTA=00°22'48" (LT)
RAD.=1,692.42'
LENGTH=11.23'
CHORD=N19°40'04"W
CHORD DIST.=11.23'
CITY OF ALVARADO LIMITS
N 61° 20' 42" E
1,336.85'
15 PART2
9,422 SQ. FT.
(0.2163 AC.)
JOE BOYD AND BELINDA BOYD
TRACT 2
DOC. # 2011-19639
O.P.R.J.C.T.
DELTA=05°01'27" (LT)
RAD.=1,708.11'
LENGTH=149.78'
CHORD=N17°11'28"W
CHORD DIST.=149.74'
15 PART2
JOHNSON COUNTY
N 13° 55' 46" W
5.30'
S 66° 10' 02" W
201.06'
S 60° 56' 46" W
150.78'
P.O.C.
PARCEL 15 PT2
N 86° 36' 06" E
147.14'
P.O.B.
PARCEL 15 PT2
STA=61+41.91
OFF=52.10' LT
N 86° 36' 06" E
198.63'
N 66° 10' 02" E
200.89'
JOE BOYD AND BELINDA BOYD
TRACT 1
DOC. # 2011-19639
O.P.R.J.C.T.
J.M. ROSS SURVEY
ABSTRACT NO. 737
N 13° 55' 46" W
181.18'
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING
POINT OF BEGINNING
CONTROLLING MONUMENT
P.O.C.
P.O.B.
(C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF
PARCEL 15 PART 2 - ROW
FOR NORTH CUMMINGS DRIVE
A 9,422 SQ.FT. (0.2163 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
JOHNSON COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR
4.11.25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit H

County: Johnson
Page 1 of 3
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 16 - ROW

BEING 1,531 square feet [0.0351 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, near the City of Alvarado, Johnson County, Texas, being part of a tract of land described as Tract 1 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), said 1,531 square feet [0.0351 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the north line of said Tract 1 and in an interior line of a tract of land described as Tract 2 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, O.P.R.J.C.T.;

THENCE North 86 degrees 36 minutes 06 seconds East, with the north line of said Tract 1 and said interior line of Tract 2, a distance 147.14 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the **POINT OF BEGINNING** in the new west right-of-way line of North Cummings Drive, and being 52.10 feet left of Station 61+41.91;

1) **THENCE** North 86 degrees 36 minutes 06 seconds East, with the north line of said Tract 1 and an interior line of said Tract 2, a distance of 51.09 feet to the northeast corner of said Tract 1 and an exterior corner of said Tract 2, being in the existing west right-of-way line of said North Cummings Drive (variable width right-of-way);

2) **THENCE** South 14 degrees 22 minutes 02 seconds East, with the east line of said Tract 1 and the existing west right-of-way line of said North Cummings Drive, a distance of 30.56 feet to the southeast corner of said Tract 1 and an exterior corner of said Tract 2;

3) **THENCE** South 86 degrees 36 minutes 06 seconds West, with the south line of said Tract 1 and an interior line of said Tract 2, a distance of 50.95 feet to a 1/2-inch iron rod with plastic cap stamped "PJB Surveying" set in said new west right-of-way line of North Cummings Drive, being 52.03 feet left of Station 61+11.25;

4) **THENCE** North 14 degrees 36 minutes 40 seconds West, with said new west right-of-way line of North Cummings Drive, a distance of 30.59 feet to the **POINT OF BEGINNING** and containing 1,531 square feet [0.0351 Acres] of land.

April 8, 2025

Description for Parcel 16 – ROW

Notes:

1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

4.11.25

Date

Patrick J. Baldasaro, R.P.L.S.
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303



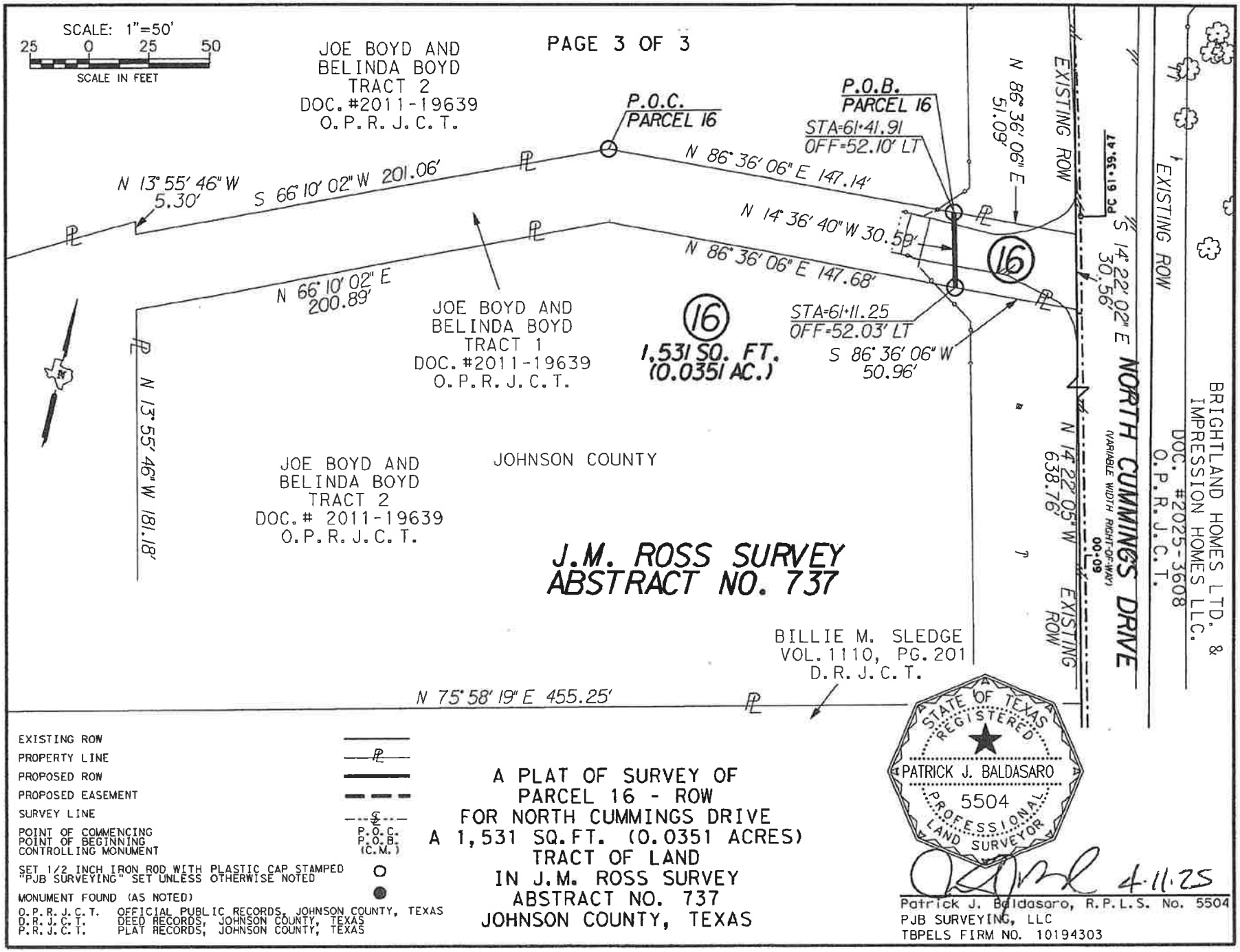

SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
PAGE 3 OF 3
JOE BOYD AND BELINDA BOYD TRACT 2 DOC. #2011-19639 O.P.R.J.C.T.
P.O.C. PARCEL 16
P.O.B. PARCEL 16
STA=61+41.91 OFF=52.10' LT
N 86° 36' 06" E 51.09'
N 86° 36' 06" E 147.14'
N 13° 55' 46" W 5.30'
S 66° 10' 02" W 201.06'
N 14° 36' 40" W 30.59'
N 86° 36' 06" E 147.68'
N 66° 10' 02" E 200.89'
JOE BOYD AND BELINDA BOYD TRACT 1 DOC. #2011-19639 O.P.R.J.C.T.
16
1,531 SQ. FT. (0.0351 AC.)
STA=61+11.25 OFF=52.03' LT
S 86° 36' 06" W 50.96'
N 13° 55' 46" W 181.18'
JOE BOYD AND BELINDA BOYD TRACT 2 DOC.# 2011-19639 O.P.R.J.C.T.
JOHNSON COUNTY
J.M. ROSS SURVEY ABSTRACT NO. 737
EXISTING ROW
S 14° 22' 02" E 30.56'
PC 61+39.47
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
00-09
N 14° 22' 05" W 638.76'
EXISTING ROW
BRIGHTLAND HOMES LTD. & IMPRESSION HOMES LLC. DOC. #2025-3608 O.P.R.J.C.T.
BILLIE M. SLEDGE VOL. 1110, PG. 201 D.R.J.C.T.
N 75° 58' 19" E 455.25'
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING P.O.C.
POINT OF BEGINNING P.O.B.
CONTROLLING MONUMENT (C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF PARCEL 16 - ROW FOR NORTH CUMMINGS DRIVE A 1,531 SQ.FT. (0.0351 ACRES) TRACT OF LAND IN J.M. ROSS SURVEY ABSTRACT NO. 737 JOHNSON COUNTY, TEXAS
STATE OF TEXAS REGISTERED PATRICK J. BALDASARO 5504 PROFESSIONAL LAND SURVEYOR
4-11-25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit I

FIELD NOTE DESCRIPTION
10'x5' TEMPORARY CONSTRUCTION EASEMENT
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

Being a 10'x5' Temporary Construction Easement, and being under, over and across a called 11.362 acre tract of land located in the John M. Ross Survey, Abstract Number 737, Johnson County, Texas, as conveyed to Joe & Belinda Boyd, as recorded in Instrument Number 2011-19639, of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), said 10'x5' Temporary Construction Easement being more particularly described as follows:

BEGINNING at a point for corner inside said 11.362 acre Joe & Belinda Boyd tract, and on the west line of a future water line easement (by others), from which a Mag Nail stamped "LJA Surveying" (Controlling Monument (CM)) found on the common northwest corner of a called 117.153 acre tract of land conveyed to Brightland Homes LTD, as recorded in Instrument Number 2025-3608 (O.P.R.J.C.T.), bears N 05°13'57" W, a distance of 614.66 feet;

THENCE, S 14°36'02" E, being across said 11.362 acre Joe & Belinda Boyd tract, and the west line of said future water line easement, a distance of 10.00 feet to a point for corner, from which a 1/2 inch iron rod with cap stamped (Grant Engineering(CM)) found on the southeast corner of a called 2.78 acre tract of land conveyed to Caroline Sledge, bears S 17°24'22" E, a distance of 484.04 feet;

THENCE, S 75°23'58" W, departing the west line of said future water line easement, and continuing across said 11.362 acre Joe & Belinda Boyd tract, a distance of 5.00 feet to a point for corner;

THENCE, N 14°36'02" W, continuing across said 11.362 acre Joe & Belinda Boyd tract, a distance of 10.00 feet to a point for corner;

THENCE, N 75°23'58" E, continuing across said 11.362 acre Joe & Belinda Boyd tract, a distance of 5.00 feet to the POINT OF BEGINNING, said 10'x5' Temporary Construction Easement containing 0.001 acres (50 square feet) of land, more or less.

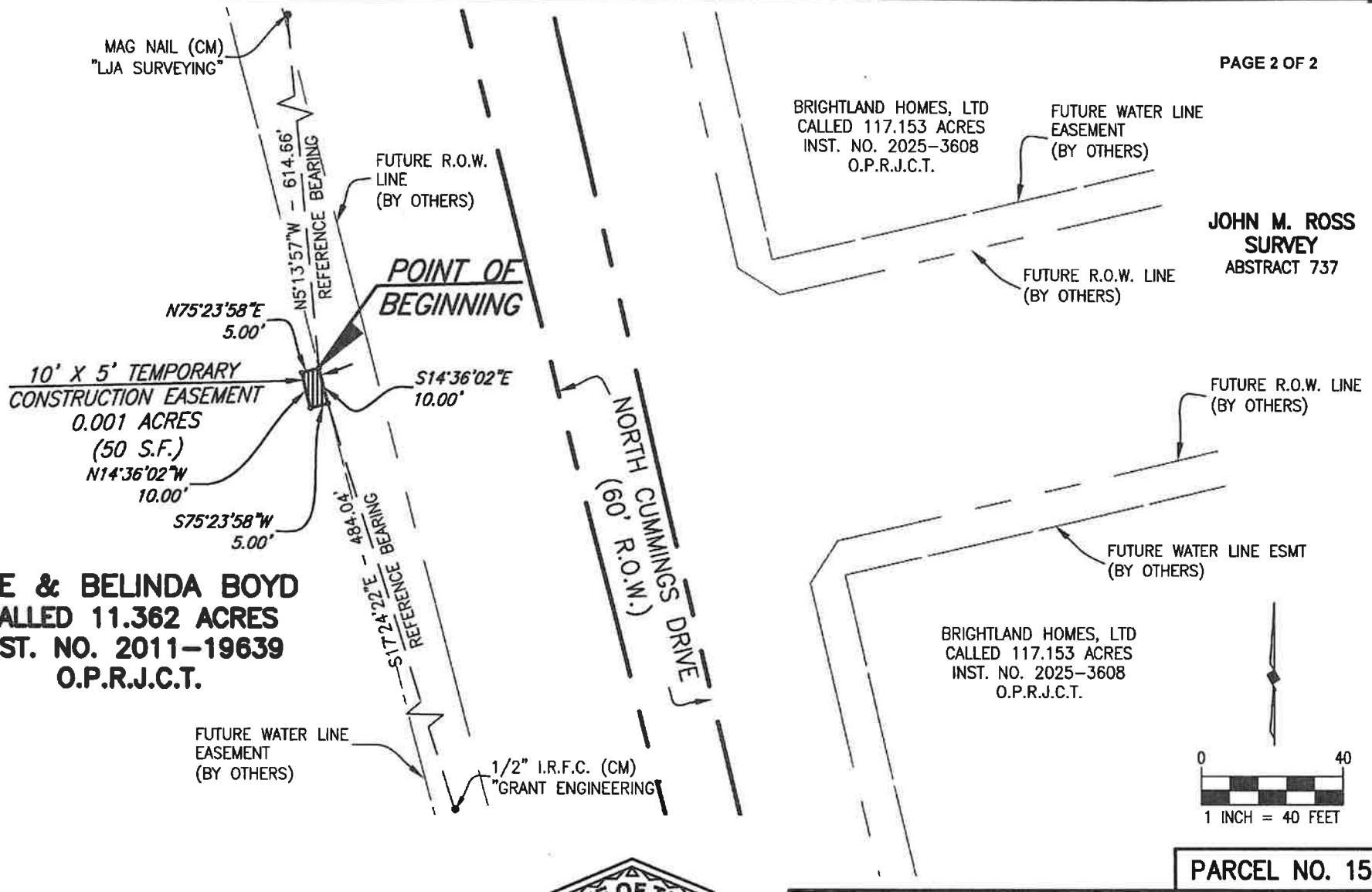
Notes:

1. Bearings and Distances are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field surveys concluded on 02/26/2025.
3. A graphic exhibit of even date herewith accompanies this field note description.



Chase Crawford. R.P.L.S.
Texas Registration No. 6913
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 10031800
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
Phone 214-361-7900

10/6/25



JOE & BELINDA BOYD
CALLED 11.362 ACRES
INST. NO. 2011-19639
O.P.R.J.C.T.

NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 02/26/2025.
3. A FIELD NOTE DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR

10/6/25

PARCEL NO. 15

CITY OF ALVARADO, TEXAS

JOE & BELINDA BOYD
10' X 5' TEMPORARY CONSTRUCTION EASEMENT

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

September
2025

REVISED: 10/6/25 - SABDELMASIH H:\Projects\Alvarado\2024158 Cummings Drive Waterline Relocation\Easement Plats\Plats\Joe & Belinda Boyd.dwg

Exhibit J

County: Johnson

Highway: North Cummings Drive April 8, 2025

Description for Parcel 21E – Permanent Easement

BEING 621 square feet [0.0143 Acres] of land, in the Hiram Lewis Survey, Abstract Number 516, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Summit Alvarado Partners, LP, recorded in Document Number 2021-43380, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T) and being a part of Lot 1, Block 1 of the Summit at Walnut Creek, recorded in Document Number 2023-119, Plat Records, Johnson County, Texas (P.R.J.C.T.), said 621 square feet [0.0143 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with plastic cap stamped "Texas Department of Transportation" found (controlling monument) at the north corner of said Summit Alvarado Partners, LP tract and the east corner of a tract of land described in a deed to Alvarado 1700 Development LLC, recorded in Document Number 2017-32190, O.P.R.J.C.T.;

THENCE South 60 degrees 56 minutes 58 seconds West, with the northwest line of said Summit Alvarado Partners, LP tract and the southeast line of said Alvarado 1700 Development LP tract, a distance of 1,370.02 feet to the west corner of said Summit Alvarado Partners, LP tract and the south corner of said Alvarado 1700 Development LLC tract, being in the easterly right-of-way line of North Cummings Drive (variable width right-of-way);

THENCE South 28 degrees 18 minutes 17 seconds East, with the southwest line of said Summit Alvarado Partners, LP tract and the existing easterly right-of-way line of said North Cummings Drive, a distance 244.08 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the easterly right-of-way line of North Cummings Drive at the **POINT OF BEGINNING**, also being 45.20 feet right of Station 70+39.39;

1) **THENCE** North 62 degrees 57 minutes 05 seconds East, departing the southwest line of said Summit Alvarado Partners, LP tract and the existing easterly right-of-way line of said North Cummings Drive, a distance of 31.29 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 76.48 feet right of Station 70+38.65;

2) **THENCE** South 27 degrees 02 minutes 55 seconds East, a distance of 20.00 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 76.01 feet right of Station 70+18.66;

3) **THENCE** South 62 degrees 57 minutes 05 seconds West, a distance of 30.85 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the southwest line of said Summit Alvarado Partners, LP tract and the existing easterly right-of-way line of said North Cummings Drive, being 45.17 feet right of Station 70+19.39;

4) **THENCE** North 28 degrees 18 minutes 17 seconds West, with the southwest line of said Summit Alvarado Partners, LP tract and the existing easterly right-of-way line of said North Cummings Drive, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 621 square feet [0.0143 Acres] of land.

April 8, 2025

Description for Parcel 21E – Permanent Easement

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

Preliminary – For review only



Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303

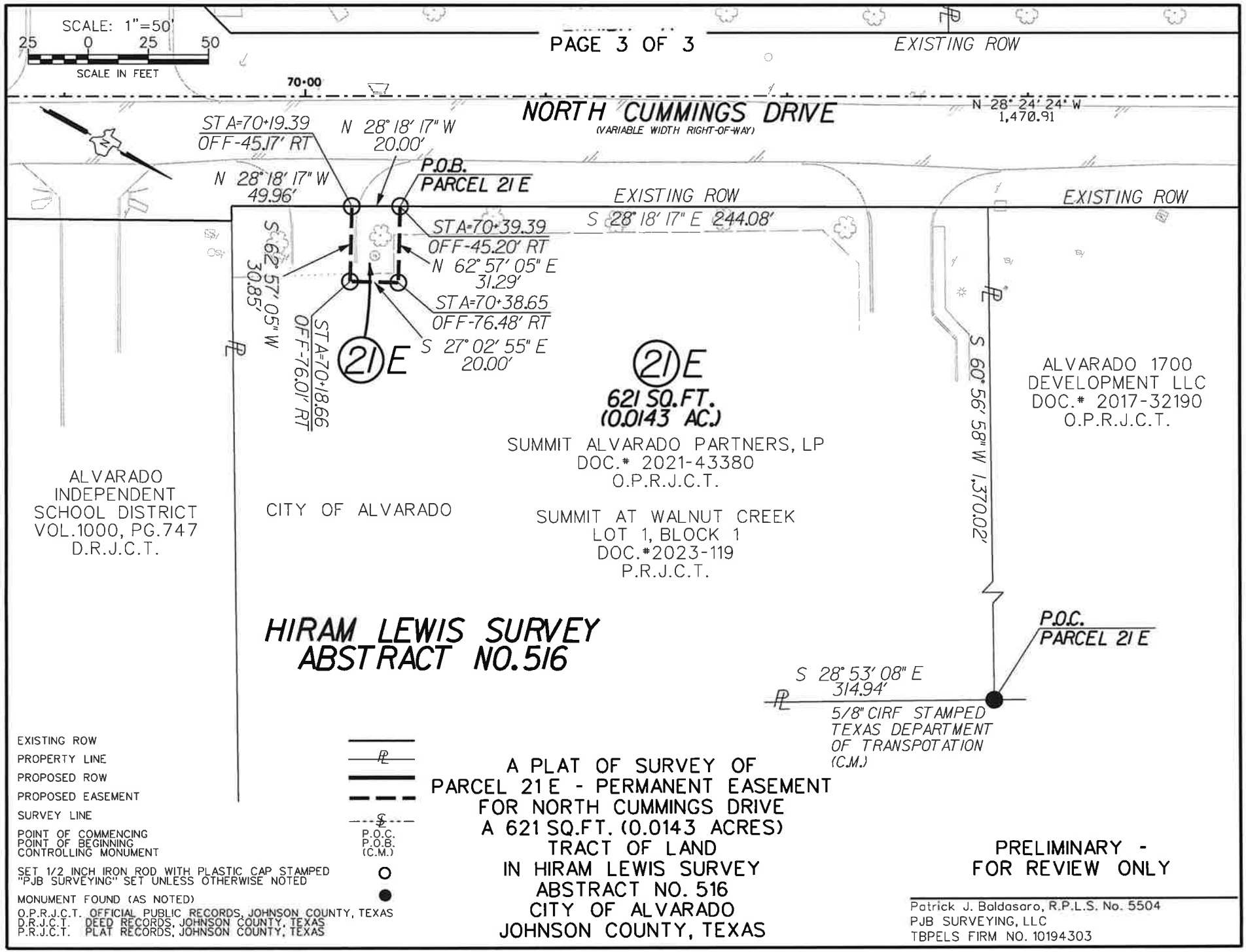

SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
PAGE 3 OF 3
EXISTING ROW
70+00
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
N 28° 24' 24" W
1,470.91
STA=70+19.39
OFF-45.17' RT
N 28° 18' 17" W
20.00'
P.O.B.
PARCEL 21E
N 28° 18' 17" W
49.96'
EXISTING ROW
S 28° 18' 17" E 244.08'
EXISTING ROW
STA=70+39.39
OFF-45.20' RT
N 62° 57' 05" E
31.29'
S 62° 57' 05" W
30.85'
STA=70+38.65
OFF-76.48' RT
STA=70+18.99
OFF-76.01' RT
S 27° 02' 55" E
20.00'
21E
621 SQ.FT.
(0.0143 AC.)
S 60° 56' 58" W 137.02'
ALVARADO 1700
DEVELOPMENT LLC
DOC.# 2017-32190
O.P.R.J.C.T.
SUMMIT ALVARADO PARTNERS, LP
DOC.# 2021-43380
O.P.R.J.C.T.
ALVARADO
INDEPENDENT
SCHOOL DISTRICT
VOL.1000, PG.747
D.R.J.C.T.
CITY OF ALVARADO
SUMMIT AT WALNUT CREEK
LOT 1, BLOCK 1
DOC.#2023-119
P.R.J.C.T.
HIRAM LEWIS SURVEY
ABSTRACT NO.516
P.O.C.
PARCEL 21E
S 28° 53' 08" E
314.94'
5/8" CIRF STAMPED
TEXAS DEPARTMENT
OF TRANSPOTATION
(C.M.)
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING
POINT OF BEGINNING
CONTROLLING MONUMENT
P.O.C.
P.O.B.
(C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF
PARCEL 21E - PERMANENT EASEMENT
FOR NORTH CUMMINGS DRIVE
A 621 SQ.FT. (0.0143 ACRES)
TRACT OF LAND
IN HIRAM LEWIS SURVEY
ABSTRACT NO. 516
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS
PRELIMINARY -
FOR REVIEW ONLY
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit K

County: Johnson
Page 1 of 4
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 23 TE – Temporary Easement

BEING 4,765 square feet [0.1094 Acres] of land, in the Hiram Lewis Survey, Abstract Number 516, in the City of Alvarado, Johnson County, Texas, being part of a tract of land described in a deed to Alvarado 1700 Development LLC, recorded in Document Number 2017-32190, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T), said 4,765 square feet [0.1094 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with plastic cap stamped "Texas Department of Transportation" found (controlling monument) at the east corner of said Alvarado 1700 Development LLC tract and the north corner of a tract of land described in a deed to Summit Alvarado Partners, LP, recorded in Document Number 2021-43380, O.P.R.J.C.T and being Lot 1, Block 1 of the Summit at Walnut Creek, recorded in Document Number 2023-119, Plat Records, Johnson County, Texas (P.R.J.C.T.).;

THENCE South 60 degrees 56 minutes 58 seconds West, with the southeast line of said Alvarado 1700 Development LLC tract and the northwest line of said Summit Alvarado Partners, LP tract, a distance of 1,370.02 feet to the south corner of said Alvarado 1700 Development LLC tract and the west corner of said Summit Alvarado Partners, LP tract, being in the easterly right-of-way line of North Cummings Drive (variable width right-of-way);

THENCE North 28 degrees 18 minutes 17 seconds West, with the southwest line of said Alvarado 1700 Development LLC tract and the existing easterly right-of-way line of said North Cummings Drive, a distance 226.55 feet to the **POINT OF BEGINNING**, also being 46.04 feet right of Station 75+10.02;

1) **THENCE** North 28 degrees 18 minutes 17 seconds West, continuing with the southwest line of said Alvarado 1700 Development LLC tract and the existing easterly right-of-way line of said North Cummings Drive, a distance of 476.47 feet to the west corner of said Alvarado 1700 Development LLC tract and the south corner of a tract of land described in deed to Joel Gregory Bean, recorded in Document Number 2018-16959, O.P.R.J.C.T., from which a 5/8-inch iron rod with cap stamped "BHB Engineering" bears North 85 degrees 29 minutes 55 seconds West, 0.29 feet;

2) **THENCE** North 59 degrees 56 minutes 18 seconds East, with the northwest line of said Alvarado 1700 Development LLC tract and the southeast line of said Bean tract, a distance of 10.00 feet to a point, being 56.88 feet right of Station 79+86.78;

3) **THENCE** South 28 degrees 18 minutes 19 seconds East, across said Alvarado 1700 Development LLC tract, a distance of 476.78 feet to a point, being 56.04 feet right of Station 75+10.00;

4) **THENCE** South 61 degrees 41 minutes 43 seconds West, continuing across said Alvarado 1700 Development LLC tract, a distance of 10.00 feet to the **POINT OF BEGINNING** and containing 4,765 square feet [0.1094 Acres] of land.

April 8, 2025

Description for Parcel 23 TE – Temporary Easement

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

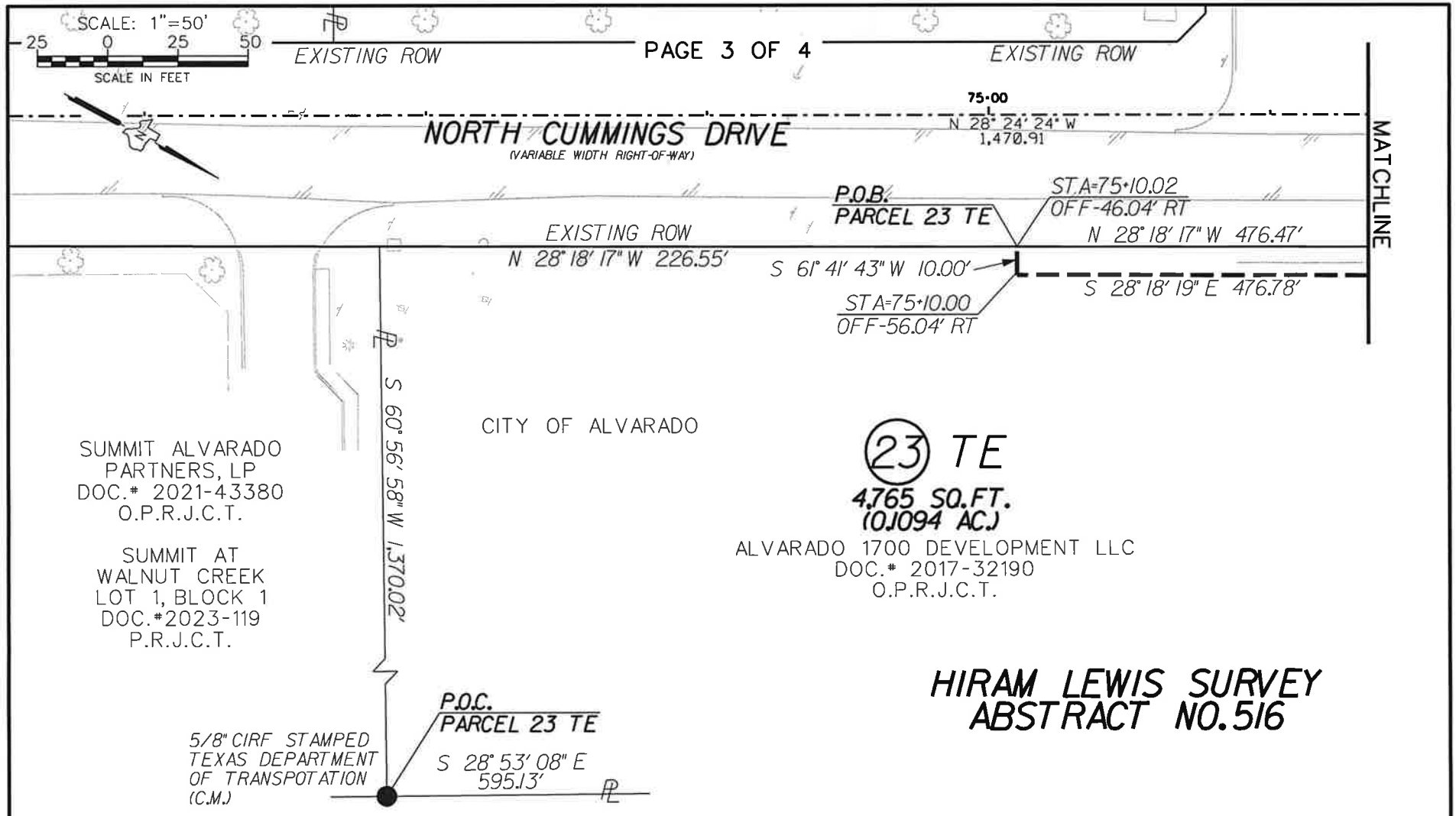
4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

Preliminary – For review only



Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
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Ph. 972-649-6669
TBPELS FIRM NO. 10194303



HIRAM LEWIS SURVEY
ABSTRACT NO. 516

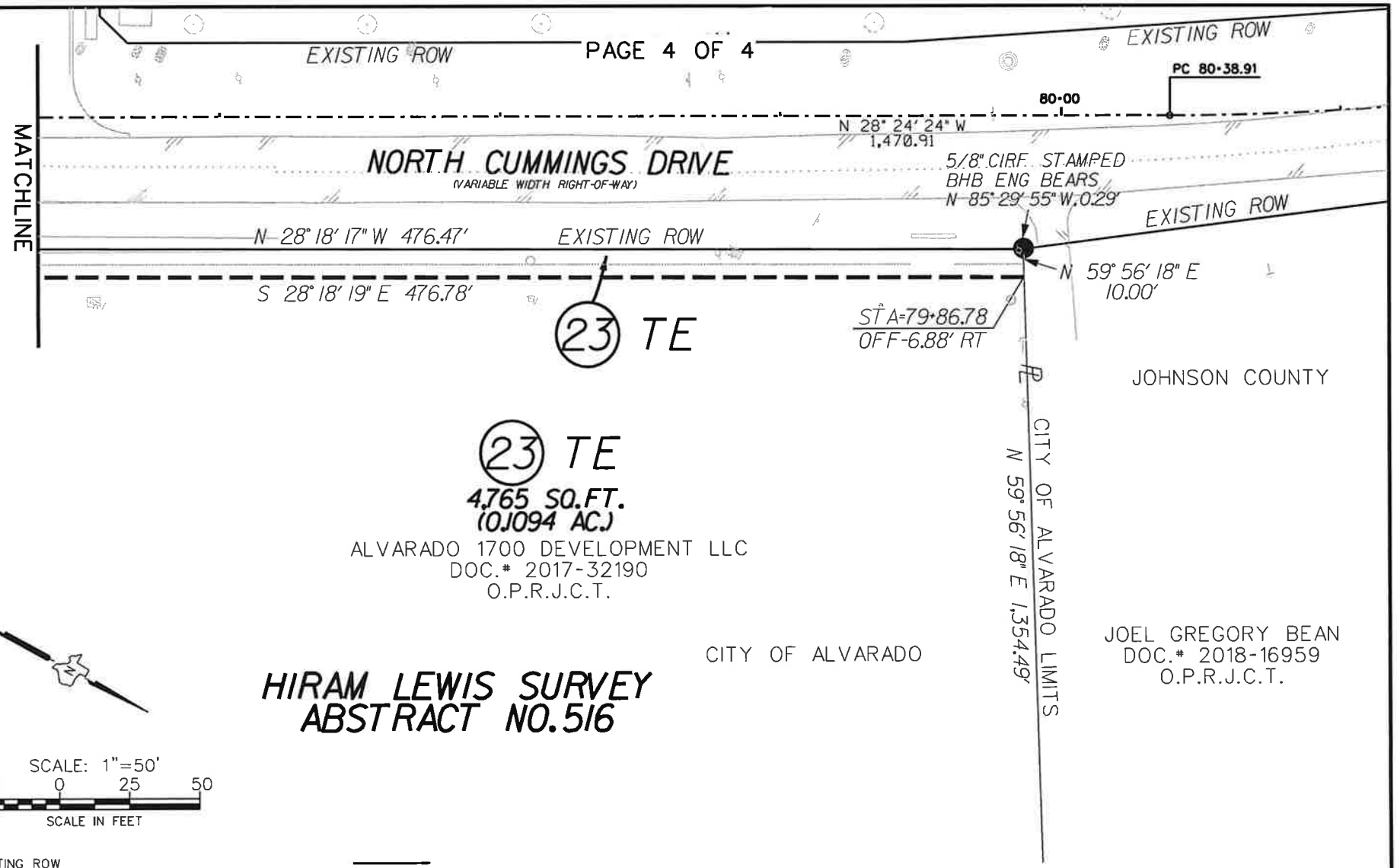
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING — P.O.C.
POINT OF BEGINNING — P.O.B.
CONTROLLING MONUMENT — (C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)

O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS

A PLAT OF SURVEY OF
PARCEL 23 TE - TEMPORARY EASEMENT
FOR NORTH CUMMINGS DRIVE
A 4,765 SQ.FT. (0.1094 ACRES)
TRACT OF LAND
IN HIRAM LEWIS SURVEY
ABSTRACT NO. 516
CITY OF ALVARADO
JOHNSON COUNTY, TEXAS

PRELIMINARY -
FOR REVIEW ONLY

Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303



EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING — P.O.C.
POINT OF BEGINNING — P.O.B.
CONTROLLING MONUMENT — (C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)

O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS

A PLAT OF SURVEY OF PARCEL 23 TE - TEMPORARY EASEMENT FOR NORTH CUMMINGS DRIVE A 4,765 SQ.FT. (0.1094 ACRES) TRACT OF LAND IN HIRAM LEWIS SURVEY ABSTRACT NO. 516 CITY OF ALVARADO JOHNSON COUNTY, TEXAS

PRELIMINARY - FOR REVIEW ONLY

Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit L

County: Johnson

Highway: North Cummings Drive

April 8, 2025

Description for Parcel 25 - ROW

BEING 2,612 square feet [0.0600 Acres] of land, in the Hiram Lewis Survey, Abstract Number 516, Johnson County, Texas, being part of a tract of land described in a deed to Joel Gregory Bean, recorded in Document Number 2018-16959, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T), said 2,612 square feet [0.0600 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the east corner of said Bean tract and being in the northwest line of a tract of land described in a deed to Alvarado 1700 Development LLC, recorded in Document Number 2017-32190, O.P.R.J.C.T.;

THENCE South 59 degrees 56 minutes 18 seconds West, with the southeast line of said Bean tract and the northwest line of said Alvarado 1700 Development LLC, a distance 590.10 feet to the south corner of said Bean tract, the west corner of said Alvarado 1700 Development LLC tract and the existing easterly right-of-way line of North Cummings Drive at the **POINT OF BEGINNING**, from which a 5/8-inch iron rod with cap stamped "BHB Engineering" found bears North 85 degrees 29 minutes 55 seconds West, a distance of 0.29 feet, also being 46.89 feet right of Station 79+86.49;

1) **THENCE** North 35 degrees 37 minutes 15 seconds West, with the southwest line of said Bean tract and the existing easterly right-of-way line of said North Cummings Drive, a distance of 256.40 feet to a 1/2-inch iron rod found (controlling monument) at the west corner of said Bean tract and the south corner of a tract of land described in a deed to Ruth E. Ezell, recorded in Volume 782, Page 715, Deed Records, Johnson County, Texas (D.R.J.C.T.);

2) **THENCE** North 59 degrees 58 minutes 07 seconds East, with the northwest line of said Bean tract and southeast line of said Ezell tract, a distance of 11.16 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in said new easterly right-of-way line of North Cummings Drive, being 45.59 feet right of Station 82+33.59, being at the point of beginning of a non-tangent curve to the right, having a radius of 1,046.46 feet and a central angle of 11 degrees 09 minutes 02 seconds;

3) **THENCE** continuing with the new easterly right-of-way line of said North Cummings Drive and with said non-tangent curve to the right, an arc distance of 203.66 feet (Chord Bearing South 34 degrees 16 minutes 08 seconds East – 203.34 feet) to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 46.61 feet right of Station 80+38.91;

4) **THENCE** South 28 degrees 42 minutes 29 seconds East, continuing with the new easterly right-of-way line of said North Cummings Drive, a distance of 52.42 feet to the **POINT OF BEGINNING** and containing 2,612 square feet [0.0600 Acres] of land.

April 8, 2025

Description for Parcel 25 - ROW

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

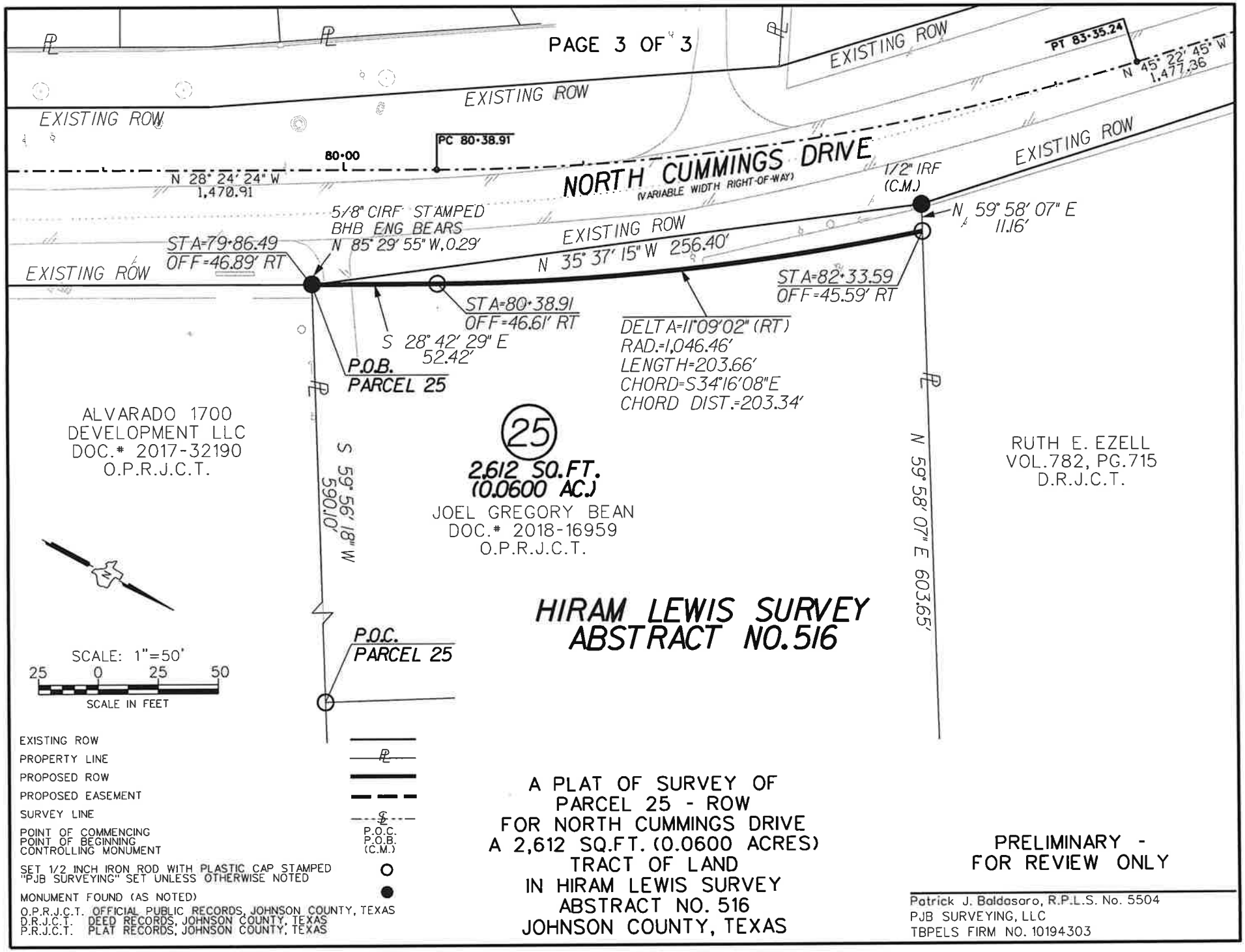
3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.



Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303



A PLAT OF SURVEY OF
PARCEL 25 - ROW
FOR NORTH CUMMINGS DRIVE
A 2,612 SQ.FT. (0.0600 ACRES)
TRACT OF LAND
IN HIRAM LEWIS SURVEY
ABSTRACT NO. 516
JOHNSON COUNTY, TEXAS

PRELIMINARY -
FOR REVIEW ONLY

Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit M

County: Johnson

Highway: North Cummings Drive

April 8, 2025

Description for Parcel 25 TE – Temporary Easement

BEING 2,560 square feet [0.0588 Acres] of land, in the Hiram Lewis Survey, Abstract Number 516, Johnson County, Texas, being part of a tract of land described in a deed to Joel Gregory Bean, recorded in Document Number 2018-16959, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T), said 2,560 square feet [0.0588 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the east corner of said Bean tract and being in the northwest line of a tract of land described in a deed to Alvarado 1700 Development LLC, recorded in Document Number 2017-32190, O.P.R.J.C.T.;

THENCE South 59 degrees 56 minutes 18 seconds West, with the southeast line of said Bean tract and the northwest line of said Alvarado 1700 Development LLC, a distance 580.10 feet to the **POINT OF BEGINNING**, also being 56.88 feet right of Station 79+86.78;

1) **THENCE** South 59 degrees 56 minutes 18 seconds West, continuing with the southeast line of said Bean tract and the northwest line of said Alvarado 1700 Development LLC, a distance 10.00 feet to the south corner of said Bean tract, the west corner of said Alvarado 1700 Development LLC tract and the existing easterly right-of-way line of North Cummings Drive, from which a 5/8-inch iron rod with cap stamped "BHB Engineering" found bears North 85 degrees 29 minutes 55 seconds West, a distance of 0.29 feet

2) **THENCE** North 28 degrees 42 minutes 29 seconds West, across said Bean tract and with the new easterly right-of-way line of said North Cummings Drive, a distance of 52.42 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set being at the point of curvature of a curve to the left, having a radius of 1,046.46 feet and a central angle of 11 degrees 09 minutes 02 seconds;

3) **THENCE** across said Bean tract and with the new easterly right-of-way line of said North Cummings Drive, with said curve to the left, an arc distance of 203.66 feet (Chord Bearing North 34 degrees 16 minutes 08 seconds West – 203.34 feet) to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the northwest line of said Bean tract and the southeast line of a tract of land described in a deed to Ruth E. Ezell, recorded in Volume 782, Page 715, Deed Records, Johnson County, Texas (D.R.J.C.T.), from which a 1/2-inch iron rod found (controlling monument) at the west corner of said Bean tract and the south corner of said Ezell tract bears South 59 degrees 58 minutes 07 seconds West, 11.16 feet;

4) **THENCE** North 59 degrees 58 minutes 07 seconds East, with the northwest line of said Bean tract and southeast line of said Ezell tract, a distance of 10.14 feet to a point, being 55.60 feet right of Station 82+32.00, being at the point of beginning of a non-tangent curve to the right, having a radius of 1,056.45 feet and a central angle of 11 degrees 03 minutes 16 seconds;

5) **THENCE** across said Bean tract and with said non-tangent curve to the right, an arc distance of 203.83 feet (Chord Bearing South 34 degrees 13 minutes 24 seconds East – 203.51 feet) to a point, being 56.61 feet right of Station 80+38.99;

6) **THENCE** South 28 degrees 42 minutes 29 seconds East, continuing across said Bean tract, a distance of 52.22 feet to the **POINT OF BEGINNING** and containing 2,560 square feet [0.0588 Acres] of land.

April 8, 2025

Description for Parcel 25 TE – Temporary Easement

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

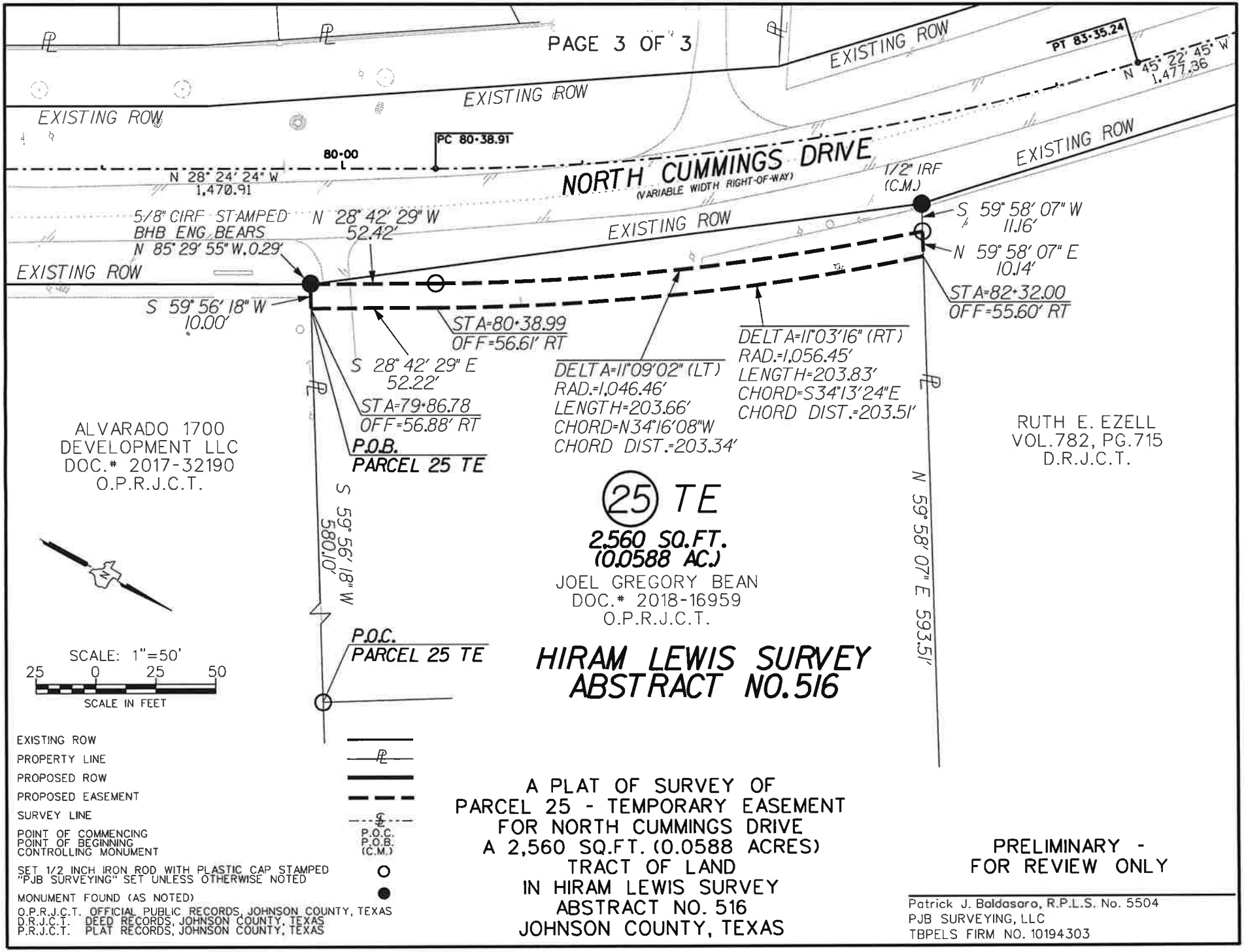
4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

PRELINIARY – FOR REVIEW ONLY



Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303



A PLAT OF SURVEY OF
PARCEL 25 - TEMPORARY EASEMENT
FOR NORTH CUMMINGS DRIVE
A 2,560 SQ.FT. (0.0588 ACRES)
TRACT OF LAND
IN HIRAM LEWIS SURVEY
ABSTRACT NO. 516
JOHNSON COUNTY, TEXAS

PRELIMINARY -
FOR REVIEW ONLY

Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

City Council Management Report
Meeting Date: 5/18/2026
Contact: Gus Chavarria, City Engineer

AGENDA ITEM:
Consideration and action related to the use of eminent domain to condemn property, and consider Resolution R2026-0032 authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property interests for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law. (Chavarria)

BACKGROUND & FINDINGS:

The city has used a third-party company to negotiate the easements and right-of-way as needed for the N. Cummings Water Line project and has participated in some of the negotiations. We have successfully negotiated with some property owners, but others are either waiting for the City's final offer letter or are unwilling to negotiate.

If we do not consider eminent domain, then we will be unable to move forward with the construction of the N. Cummings Water Line Project.

FINANCIAL IMPACT:

The requested funds will be paid from the North Cummings Waterline Project Fund.

RECOMMENDATION:

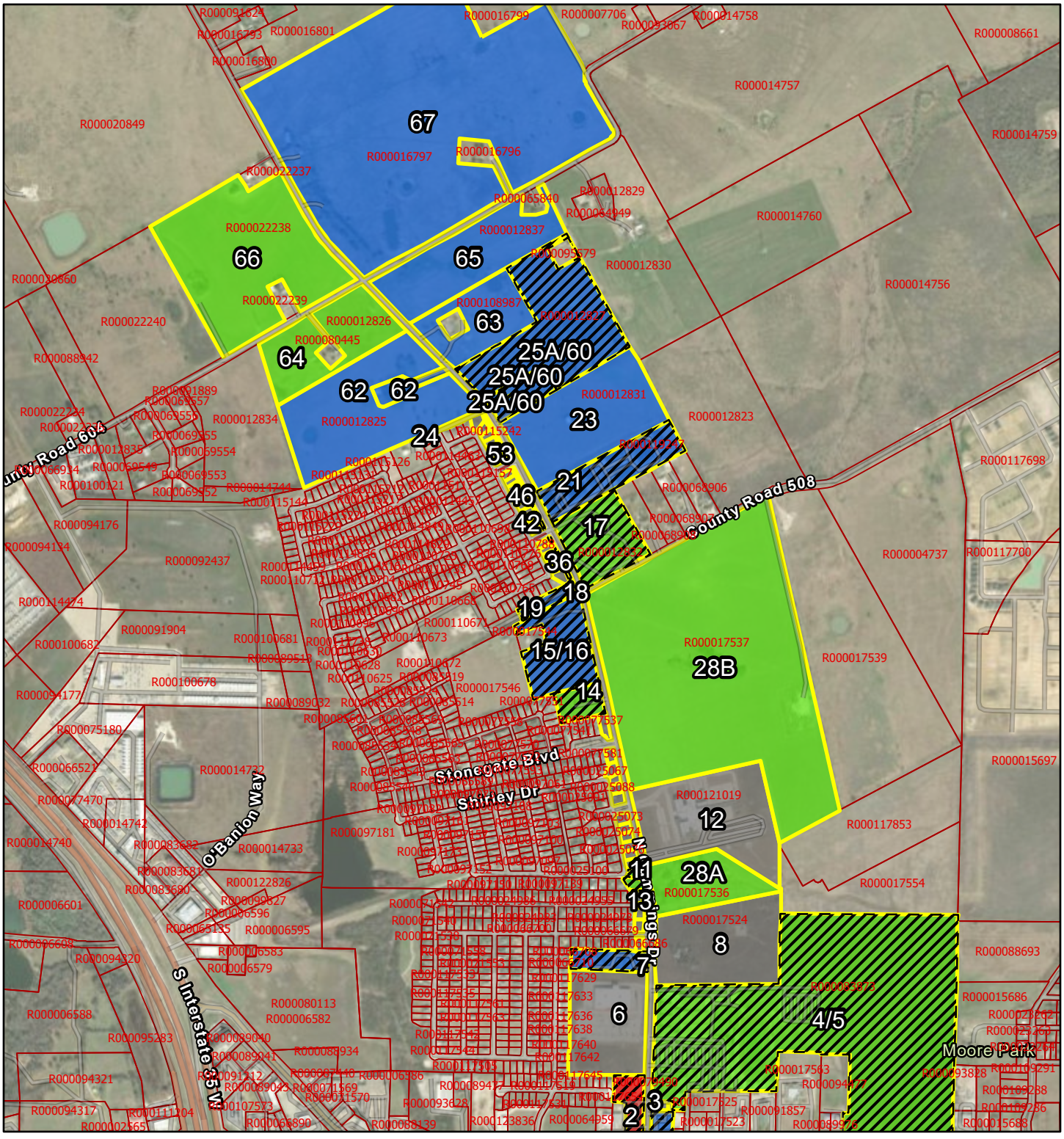
Staff recommends approving the use of eminent domain and approving this resolution.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:

1. land row map
2. Resolution Initiating Eminent Domain-Water line.001

2025_002_Alvarado_CummingsRd_R2



5/7/2026

1:18,091

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

ROE

S NCummingsRd_Parcels

- Acquired
- Negotiating
- Not Required
- Oh Hold

Parcels

Low Resolution 15m Imagery

High Resolution 60cm Imagery

High Resolution 30cm Imagery

Citations

4.8m Resolution Metadata

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Vantor

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING THE FILING OF EMINENT DOMAIN PROCEEDINGS FOR THE PURPOSE OF ACQUIRING REAL PROPERTY INTERESTS FOR USE BY THE CITY FOR CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT, AND MAINTENANCE OF THE NORTH CUMMINGS WATER LINE PROJECT AND FOR OTHER PUBLIC PURPOSES PERMITTED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas, (the "City") is a home rule city acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City is in the process of constructing the North Cummings Water Line Project (the "Project") to serve existing and new development in the City; and

WHEREAS, in order to complete the Project, it is necessary for the City to acquire certain easements from the property owners who own land across which the Project will be located; and

WHEREAS, the City and the owners of the following properties have been unable to reach an agreement on the acquisition of the following needed easements:

- 0.011 acre (500 sq. ft) temporary construction easement on property described in Instrument Number 2013-18573 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit A** attached hereto and incorporated herein; and

- 0.085 acre (3,682 sq. ft) permanent water line easement on property described in Instrument Number 2018-29064 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit B** attached hereto and incorporated herein; and

- 0.2237 acre (9,744 sq. ft) permanent water line easement on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit C** attached hereto and incorporated herein; and

- 0.0589 acre (2,564 sq. ft) permanent water line easement on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit D** attached hereto and incorporated herein; and

- 0.0105 acre (459 sq. ft) permanent water line easement on property described in Instrument Number 2011-19639 in the Official Records, Johnson County, Texas, as more fully described in **Exhibit E** attached hereto and incorporated herein; and

WHEREAS, the City Council finds and determines that the acquisition of the above real property interests for the Project constitutes a public use for a public purpose; and

WHEREAS, the City Council further finds and determines that the above-described real property interests are necessary for the construction, operation, maintenance, repair, replacement, and improvement of the Project; and

WHEREAS, the City Council now deems it necessary to authorize the law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. to initiate condemnation proceedings in order to acquire the necessary real property interests.

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

SECTION 1.

The City Council hereby finds and determines that the recitals made in the preamble of this Resolution are true and correct and incorporates such recitals herein.

SECTION 2.

The City Council hereby finds and determines that a public necessity exists for the Project and that the acquisition of the above-referenced real property interests, which are more fully described in **Exhibits A through E**, attached to this Resolution and incorporated herein for all purposes, is necessary for the public use of constructing, operating, maintaining, repairing, replacing, and improving the Project.

SECTION 3.

The law firm of Taylor, Olson, Adkins, Sralla & Elam, L.L.P. ("City Attorney") is hereby authorized to bring condemnation proceedings against the owners, and any and all other parties having an interest in the underlying properties, for the purpose of acquiring such real property interests through the exercise of the City's power of eminent domain, provided that the following conditions have been met:

(a) The City will use due diligence to obtain ownership information and a legal description for each parcel to be acquired.

(b) If the owner and/or other parties are located through the exercise of due diligence, the City Manager, or his designated representative, will (or have):

(1) Make an initial offer to the owner and/or other parties for the purchase of the above-referenced real property interests;

(2) Make a final offer to the owner and/or other parties for the purchase of the above-referenced real property interests;

(3) Disclose to the owner and/or other parties all existing appraisal reports or value studies produced or acquired by the City relating to the owners' or other parties' property and used by the City in determining the amount of the final offer; and

(4) Complete all other prerequisites to filing an eminent domain action required by applicable law.

(c) The owner and/or other parties fail or refuse to accept the City's final offer.

(d) If the owner and/or other parties cannot be located through the exercise of due diligence, the City Attorney may file eminent domain proceedings against such owner and/or other parties, and shall cite such owner and/or other parties, who cannot be located, by publication in the manner authorized by law.

SECTION 4.

The City Council hereby finds and determines that the above-described real property interests are needed for the Project, which constitutes a public use, serves a public purpose, and is necessary to serve the public health, safety, and welfare.

SECTION 5.

This Resolution shall be effective immediately upon approval by the City Council.

PASSED AND APPROVED by the City Council of the City of Alvarado, Texas, this ____ day of _____, 2026.

_____
Jacob Wheat, Mayor

Attest:

_____
Bobbie Jo Taylor, City Secretary

FIELD NOTE DESCRIPTION
25'x20' TEMPORARY CONSTRUCTION EASEMENT
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

Being a 25'x20' Temporary Construction Easement, and being under, over and across a called 20.00 acre tract of land located in the John M. Ross Survey, Abstract Number 737, Johnson County, Texas, as conveyed to E-Z Mart Stores, Inc, as recorded in Instrument Number 2013-18573, of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), said 25'x20' Temporary Construction Easement being more particularly described as follows:

BEGINNING at a point for corner on the common north line of said 20.00 acre E-Z Mart Stores, Inc tract, and the south right-of-way line of State Highway 67 (220' R.O.W.), from which a 5/8 inch iron rod (Controlling Monument (CM)) found on the common northeast corner of said 20.00 acre E-Z Mart Stores, Inc tract, and the south right-of-way line of said State Highway 67, and also being on the west right-of-way line of North Cummings Drive (60' R.O.W.), bears N 88°38'29" E, a distance of 59.31 feet, and 1/2 inch iron rod (CM) found on the southwest corner of Lot 2, Block 1 Sledge Addition, an addition to the City of Alvarado, by plat recorded in Instrument Number 2004-411, of the Plat Records of Johnson County, Texas (P.R.J.C.T.), and also being on the north right-of-way line of said State Highway 67, bears N 23°53'36" W, a distance of 241.30 feet;

THENCE, S 01°21'31" E, departing the north line of said 20.00 acre E-Z Mart Stores, Inc tract, and the south right-of-way line of said State Highway 67, and being across said 20.00 acre E-Z Mart Stores, Inc tract, a distance of 25.00 feet to a point for corner;

THENCE, S 88°38'29" W, continuing across said 20.00 acre E-Z Mart Stores, Inc tract, a distance of 20.00 feet to a point for corner;

THENCE, N 01°21'31" W, continuing across said 20.00 acre E-Z Mart Stores, Inc, tract, a distance of 25.00 feet to a point for corner, said point being on the common north line of said 20.00 acre E-Z Mart Stores, Inc tract, and the south right-of-way line of said State Highway 67;

THENCE, N 88°38'29" E, along the aforementioned common line, a distance of 20.00 feet to the POINT OF BEGINNING, said 25'x20' Temporary Construction Easement containing 0.011 acres (500 square feet) of land, more or less.

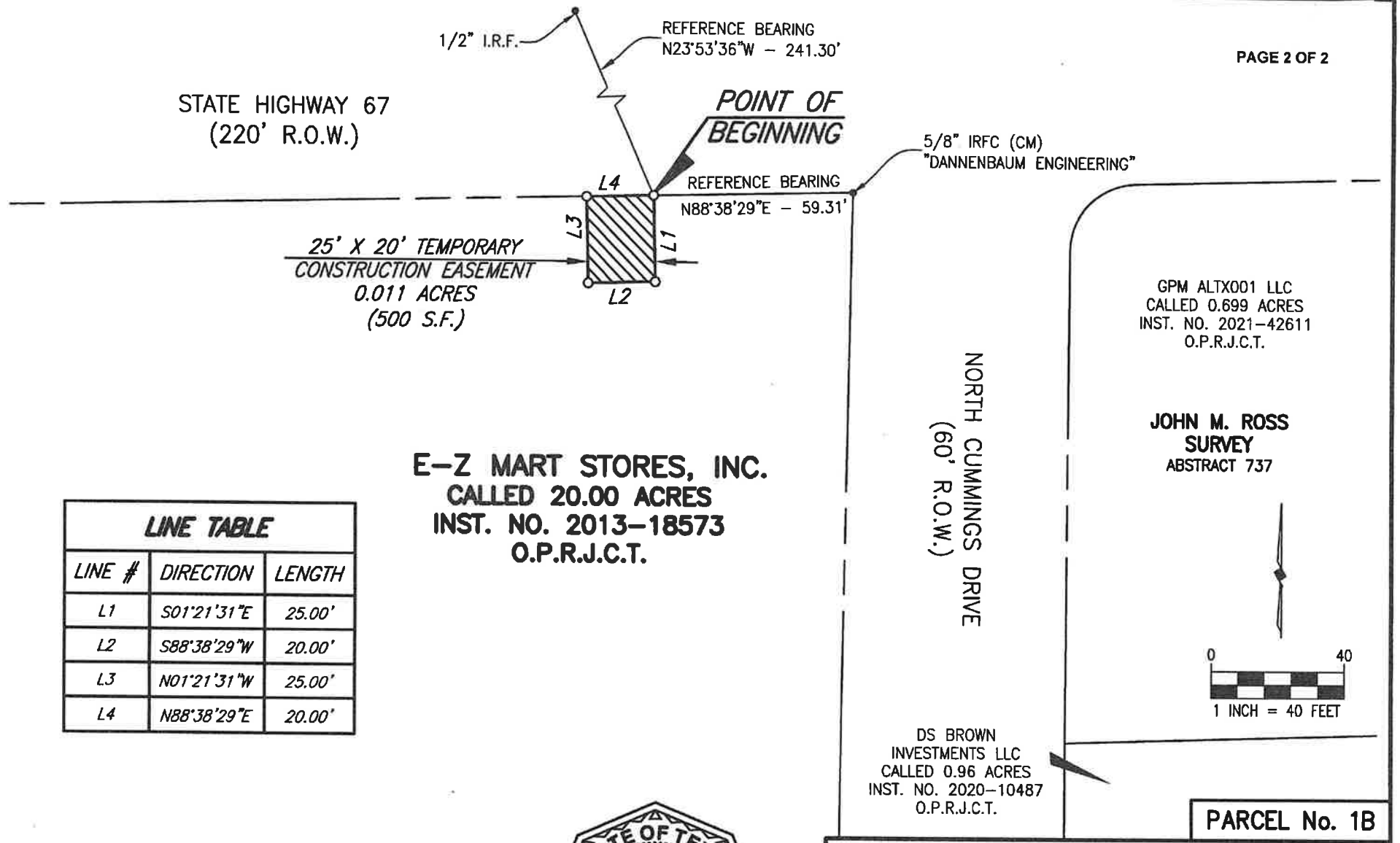
Notes:

1. Bearings and Distances are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field surveys concluded on 02/26/2025.
3. A graphic exhibit of even date herewith accompanies this field note description.



10/6/25

Chase Crawford. R.P.L.S.
Texas Registration No. 6913
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 10031800
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
Phone 214-361-7900



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S01°21'31"E	25.00'
L2	S88°38'29"W	20.00'
L3	N01°21'31"W	25.00'
L4	N88°38'29"E	20.00'

NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD–83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 02/26/2025.
3. A FIELD NOTE DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR

10/6/25

PARCEL No. 1B

CITY OF ALVARADO, TEXAS

E-Z MART STORES, INC.
25' X 20' TEMPORARY CONSTRUCTION EASEMENT

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

September 2025

H:\Projects\Alvarado\2024158 Cummings Drive Waterline Relocation\Easement Plats\Plats\E-Z Mart Stores Inc..dwg
REVISED: 10/6/25 - SABDELMASIH

FIELD NOTE DESCRIPTION
20' WIDTH WATER LINE EASEMENT
CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

Being a 20' Width Water Line Easement, and being under, over and across a called 3.00 acre tract of land located in the John M. Ross Survey, Abstract Number 737, Johnson County, Texas, as conveyed to Alvarado Senior Housing LP, as recorded in Instrument Number 2018-29064, of the Official Public Records of Johnson County, Texas (O.P.R.J.C.T.), said 20' Water Line Easement being more particularly described as follows:

BEGINNING at a point for corner on the north line of said 3.00 acre Alvarado Senior Housing LP tract, and on the west right-of-way line of North Cummings Drive (variable width right-of-way), from which a Mag Nail stamped "JP Land Surveying" (Controlling Monument (CM)) found on the northwest corner of a called 24.33 acre tract of land conveyed to Charlie & Janie Kirkland, as recorded in Volume 582, Page 784, (D.R.J.C.T.), bears N 15°41'21" E, a distance of 342.75 feet;

THENCE, S 00°59'57" W, departing the north line of said 3.00 acre Alvarado Senior Housing LP tract, and the west right-of-way line of said North Cummings Drive, and being across said 3.00 acre Alvarado Senior Housing LP tract, a distance of 133.07 feet to a point for corner;

THENCE, S 12°04'03" E, continuing across said 3.00 acre Alvarado Senior Housing LP tract, a distance of 50.95 feet to a point for corner, said point being on the south line of said 3.00 acre Alvarado Senior Housing LP tract, and on the west right-of-way line of said North Cummings Drive;

THENCE, N 88°31'47" W, along the south line of said 3.00 acre Alvarado Senior Housing LP tract, and the west right-of-way line of said North Cummings Drive, a distance of 20.57 feet to a point for corner;

THENCE, N 12°04'03" W, departing the south line of said 3.00 acre Alvarado Senior Housing LP tract, and the west right-of-way line of said North Cummings Drive, and being across said 3.00 acre Alvarado Senior Housing LP tract, a distance of 48.42 feet to a point for a corner, said point being on the west future right-of-way line of said North Cummings Drive;

THENCE, N 00°59'57" E, continuing across said 3.00 acre Alvarado Senior Housing LP tract, and being along the west future right-of-way line of said North Cummings Drive, a distance of 135.76 feet to a point for a corner, said point being on the southeast corner of Lot 1, Indian Trails Addition Phase 3, an addition to the City of Alvarado, by plat recorded in Instrument Number 2001-1865, of the Plat Records of Johnson County, Texas (P.R.J.C.T.), said point also being on the north line of said 3.00 acre Alvarado Senior Housing LP tract, and on the west right-of-way line of said North Cummings Drive, from which a 1/2 inch iron rod with cap (CM) found on the west right-of-way line of said North Cummings Drive bears N 00°12'08" E, a distance of 350.90 feet;

THENCE, S 87°50'37" E, along the north line of said 3.00 acre Alvarado Senior Housing LP tract, and the west right-of-way line of said North Cummings Drive, a distance of 20.00 feet to the POINT OF BEGINNING, said 20' Water Line Easement containing 0.085 acres (3,682 square feet) of land, more or less.

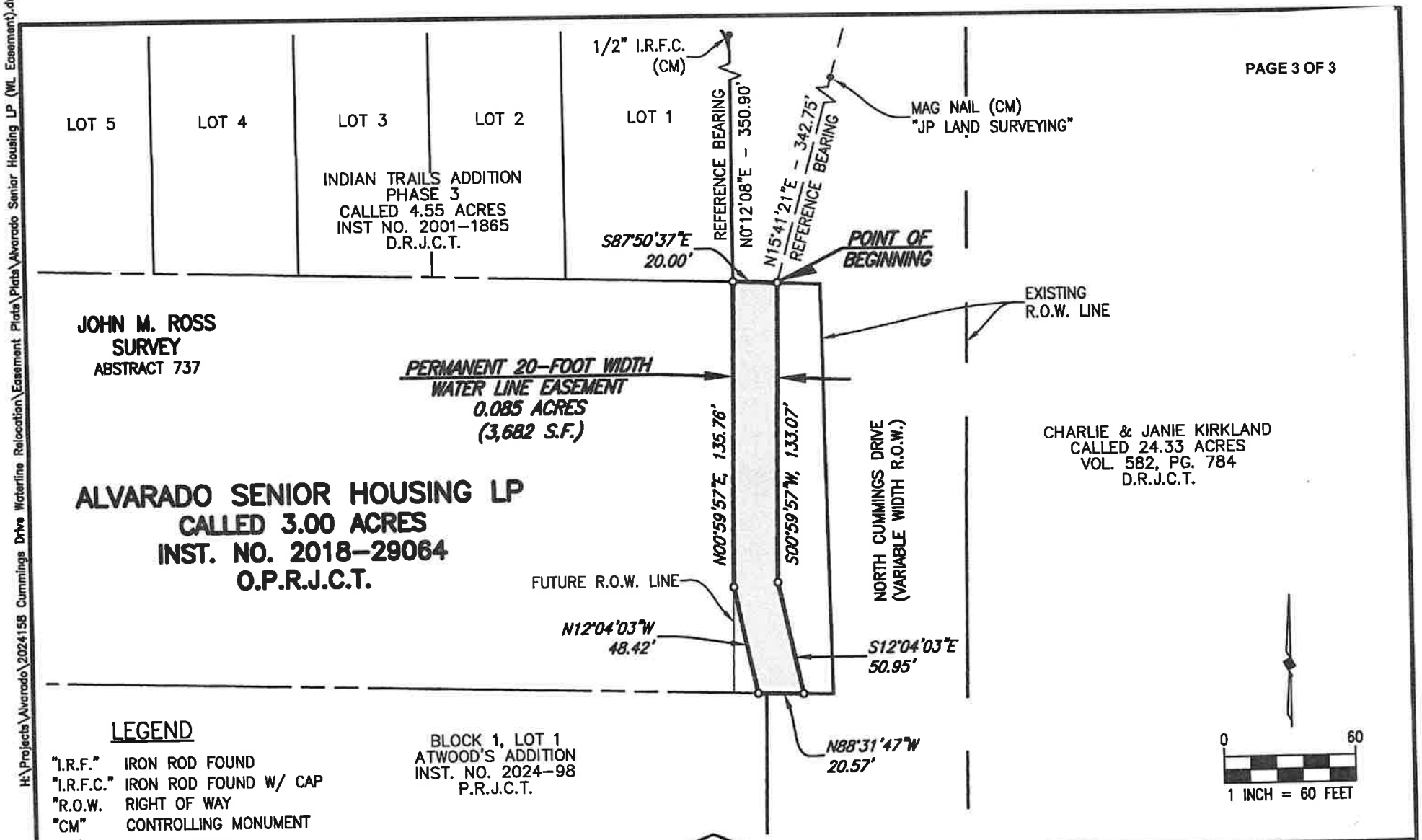
Notes:

1. Bearings and Distances are based on the Texas State Plane Coordinate System, NAD-83, Texas North Central Zone 4202.
2. Field surveys concluded on 02/26/2025.
3. A graphic exhibit of even date herewith accompanies this field note description.



2/24/26

Chase Crawford. R.P.L.S.
Texas Registration No. 6913
Birkhoff, Hendricks & Carter, L.L.P.
TBPELS Firm No. 10031800
11910 Greenville Avenue, Suite 600
Dallas, Texas 75243
Phone 214-361-7900



LEGEND

"I.R.F."	IRON ROD FOUND
"I.R.F.C."	IRON ROD FOUND W/ CAP
"R.O.W.	RIGHT OF WAY
"CM"	CONTROLLING MONUMENT
—\/—	NOT TO SCALE
o	POINT FOR CORNER
●	MONUMENT FOUND (AS NOTED)

NOTES:
1. BEARINGS AND DISTANCES CITED IN THIS PLAT DESCRIPTION ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS NORTH CENTRAL ZONE 4202.
2. FIELD SURVEYS CONCLUDED ON 2/26/2025.
3. A FIELD NOTE DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS EXHIBIT.

2/24/26

STATE OF TEXAS
REGISTERED
CHASE CRAWFORD
6913
PROFESSIONAL
LAND SURVEYOR

CITY OF ALVARADO, TEXAS

ALVARADO SENIOR HOUSING LP
PERMANENT 20' WATER LINE EASEMENT

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS
TBPELS PE Firm 526; Survey Firm 10031800
11910 Greenville Ave., Suite 600 Dallas, Texas 75243 (214) 361-7900

February 2026

H:\Projects\Alvarado\2024158 Cummings Drive Waterline Relocation\Easement Plats\Plats\Alvarado Senior Housing LP (WL Easement).dwg
REVISED: 2/24/26 - CCRAWFORD

Exhibit C

County: Johnson
Page 1 of 7
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 15E Part 1 – Permanent Easement

BEING 9,744 square feet [0.2237 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, near the City of Alvarado, Johnson County, Texas, being part of a tract of land described as Tract 2 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), said 9,744 square feet [0.2237 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the south line of said Tract 2 at the northwest corner of a tract of land described in a deed to Billie M. Sledge, recorded in Volume 1110, Page 201 Deed Records, Johnson County, Texas (D.R.J.C.T.);

THENCE North 75 degrees 58 minutes 19 seconds East, with the south line of said Tract 2 and the north line of said Sledge tract, a distance 392.86 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the **POINT OF BEGINNING**, and being 65.61 feet left of Station 54+63.18;

1) **THENCE** North 14 degrees 36 minutes 02 seconds West, a distance of 651.00 feet to a 1/2-inch iron rod with plastic cap stamped "PJB Surveying" set in an interior line of said Tract 2 and the south line of a tract described as Tract 1 in deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, O.P.R.J.C.T., being 67.04 feet left of Station 61+14.18;

2) **THENCE** North 86 degrees 36 minutes 06 seconds East, with the interior line of said Tract 2 and the south line of said Tract 1, a distance of 15.29 feet to a 1/2-inch iron rod with plastic cap stamped "PJB Surveying" set, being 52.03 feet left of Station 61+11.25;

3) **THENCE** South 14 degrees 36 minutes 02 seconds East, a distance of 648.18 feet to a 1/2-inch iron rod with plastic cap stamped "PJB Surveying" set in the south line of said Tract 2 and the north line of said Sledge tract, being 50.61 feet left of Station 54+63.07;

4) **THENCE** South 75 degrees 58 minutes 19 seconds West, with the south line of said Tract 2 and the north line of said Sledge tract, a distance of 15.00 feet to the **POINT OF BEGINNING** and containing 9,744 square feet [0.2237 Acres] of land.

April 8, 2025

Description for Parcel 15E Part 1 – Permanent Easement

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

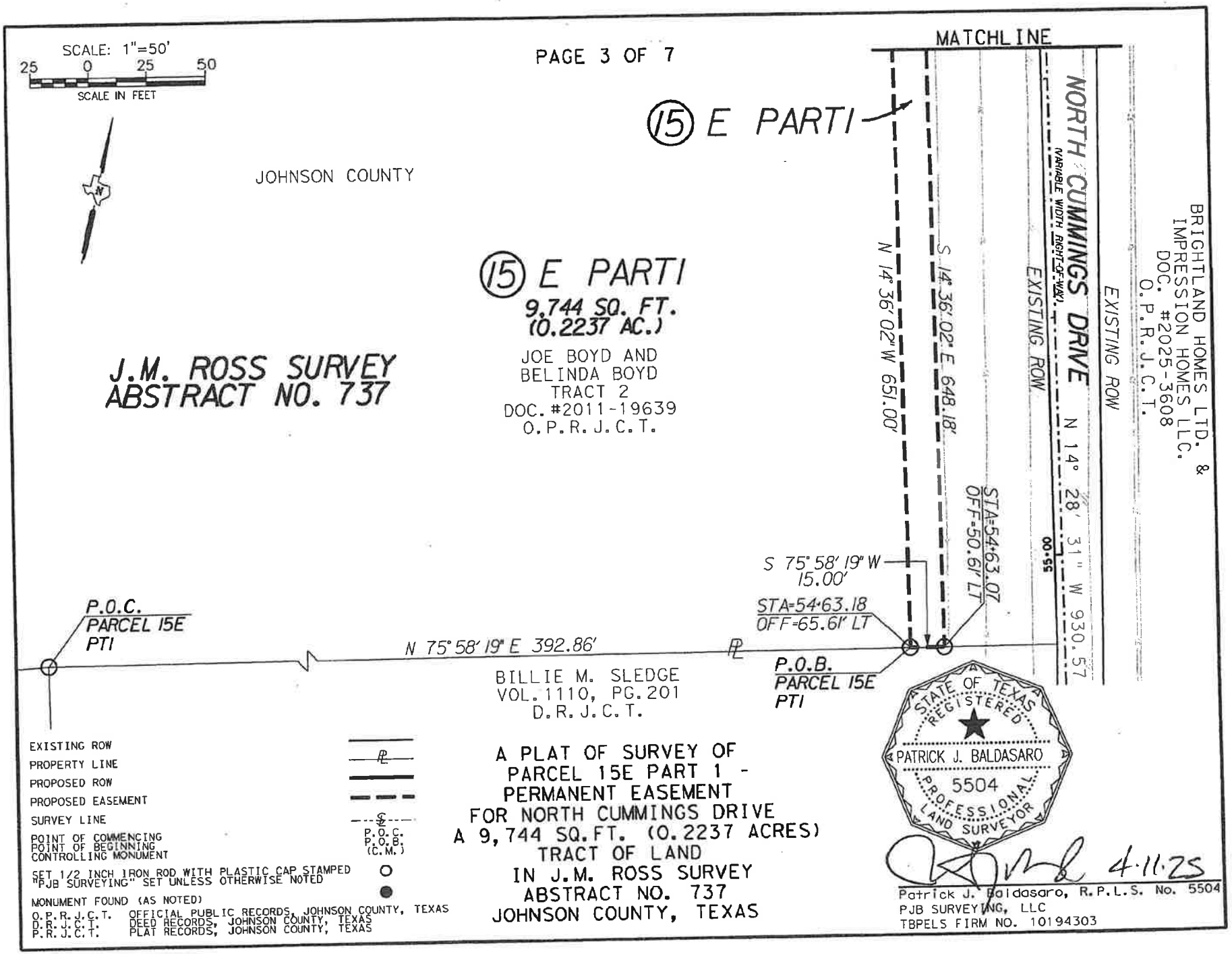
4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

4.11.25

Patrick J. Baldasaro, R.P.L.S. Date
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303





A PLAT OF SURVEY OF
PARCEL 15E PART 1 -
PERMANENT EASEMENT
FOR NORTH CUMMINGS DRIVE
A 9,744 SQ.FT. (0.2237 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
JOHNSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR

4.11.25

Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

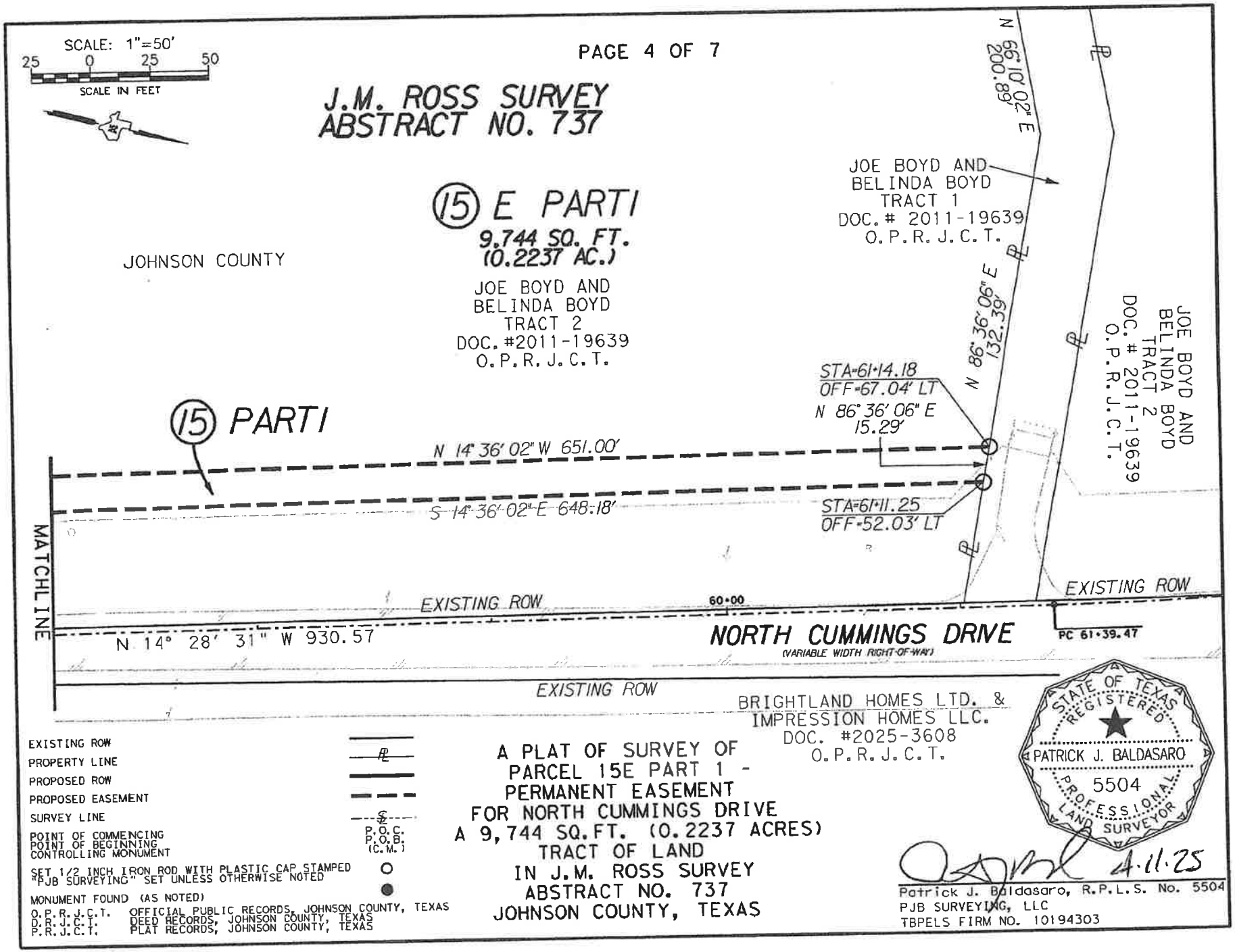

SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
J.M. ROSS SURVEY
ABSTRACT NO. 737
JOHNSON COUNTY
15 E PART I
9,744 SQ. FT.
(0.2237 AC.)
JOE BOYD AND
BELINDA BOYD
TRACT 2
DOC. #2011-19639
O.P.R.J.C.T.
15 PART I
JOE BOYD AND
BELINDA BOYD
TRACT 1
DOC. # 2011-19639
O.P.R.J.C.T.
JOE BOYD AND
BELINDA BOYD
TRACT 2
DOC. # 2011-19639
O.P.R.J.C.T.
N 66° 10' 02" E
200.89'
N 86° 36' 06" E
132.39'
STA=61+14.18
OFF=67.04' LT
N 86° 36' 06" E
15.29'
N 14° 36' 02" W 651.00'
S 14° 36' 02" E 648.18'
STA=61+11.25
OFF=52.03' LT
MATCHLINE
EXISTING ROW
60+00
EXISTING ROW
N 14° 28' 31" W 930.57
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
PC 61+39.47
EXISTING ROW
BRIGHTLAND HOMES LTD. &
IMPRESSION HOMES LLC.
DOC. #2025-3608
O.P.R.J.C.T.
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING P.O.C.
POINT OF BEGINNING P.O.B.
CONTROLLING MONUMENT (C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF
PARCEL 15E PART 1 -
PERMANENT EASEMENT
FOR NORTH CUMMINGS DRIVE
A 9,744 SQ.FT. (0.2237 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
JOHNSON COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR
4.11.25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit D

County: Johnson
Page 5 of 7
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 15E Part 2 – Permanent Easement

BEING 2,564 square feet [0.0589 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, near the City of Alvarado, Johnson County, Texas, being part of a tract of land described as Tract 2 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), said 2,564 square feet [0.0589 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at an angle point in an interior line of said Tract 2 and being in the north line of a tract described as Tract 1 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, O.P.R.J.C.T.;

THENCE North 86 degrees 36 minutes 06 seconds East, with the interior line of said Tract 2 and the north line of said Tract 1, a distance 129.21 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the **POINT OF BEGINNING**, being at the beginning of a non-tangent curve to the left, having a radius of 1,689.79 feet and a central angle of 04 degrees 48 minutes 49 seconds, and being 70.00 feet left of Station 61+45.59;

1) **THENCE** with said non-tangent curve to the left, an arc distance of 141.97 feet (Chord Bearing North 17 degrees 12 minutes 11 seconds West – 141.93 feet) to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 70.00 feet left of Station 62+93.34;

2) **THENCE** North 61 degrees 20 minutes 42 seconds East, a distance of 17.79 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the beginning of a non-tangent curve to the right, having a radius of 1,708.11 feet and a central angle of 05 degrees 01 minutes 27 seconds, being 52.43 feet left of Station 62+96.27;

3) **THENCE** with said non-tangent curve to the right, an arc distance of 149.78 feet (Chord Bearing South 17 degrees 11 minutes 28 seconds East – 149.74 feet) to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in said interior line of Tract 2 and the north line of said Tract 1, being 52.10 feet left of Station 61+41.91;

4) **THENCE** South 86 degrees 36 minutes 06 seconds West, with said interior line of Tract 2 and the north line of said Tract 1, a distance of 17.93 feet to the **POINT OF BEGINNING** and containing 2,564 square feet [0.0589 Acres] of land.

April 8, 2025

Description for Parcel 15E Part 2 – Permanent Easement

Notes:
1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

5. A survey plat of even date accompanies this legal description.

4.11.25

Date

Patrick J. Baldasaro, R.P.L.S.
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303



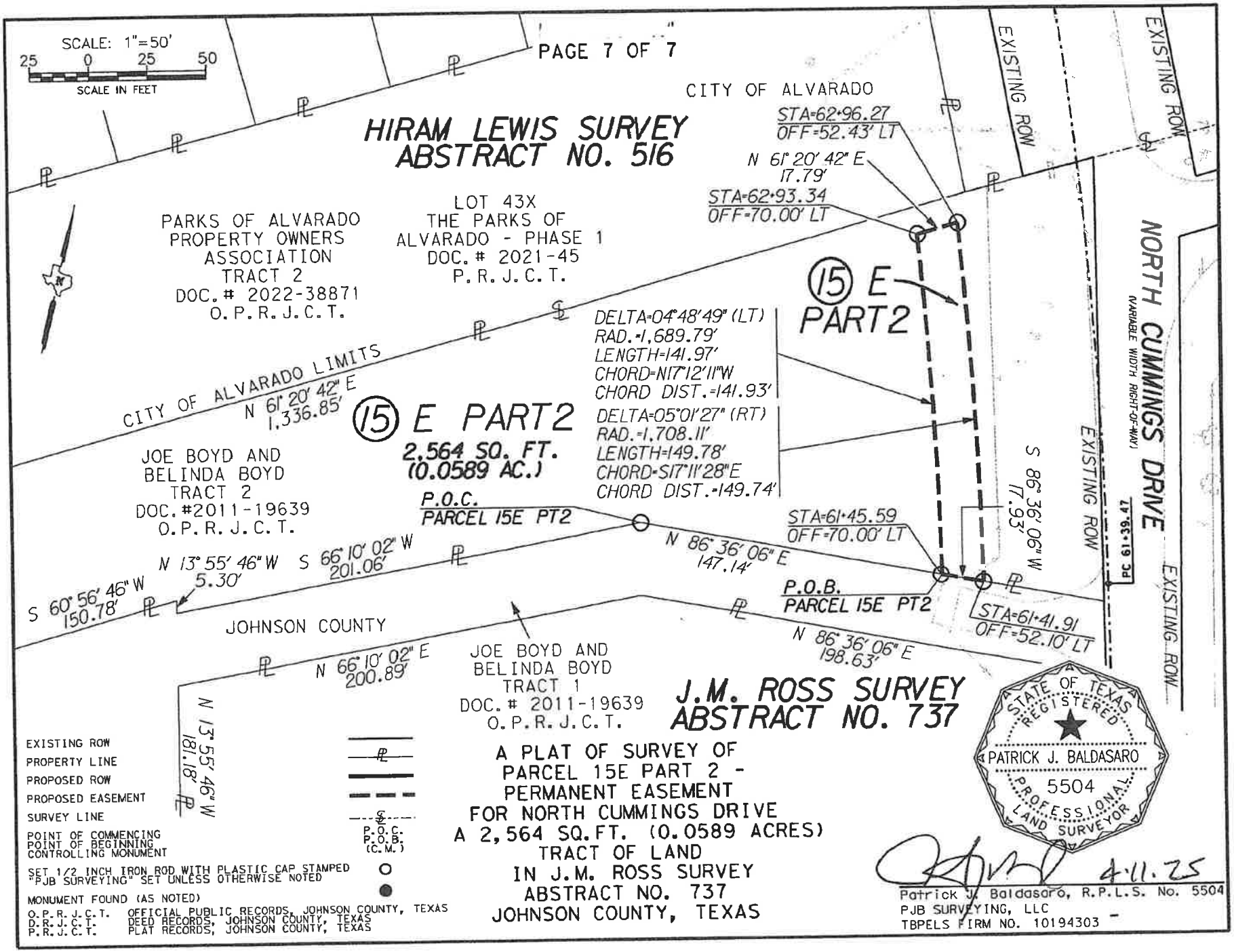

SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
PAGE 7 OF 7
HIRAM LEWIS SURVEY
ABSTRACT NO. 516
CITY OF ALVARADO
STA=62+96.27
OFF=52.43' LT
N 61° 20' 42" E
17.79'
STA=62+93.34
OFF=70.00' LT
EXISTING ROW
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
PC 61+39.47
PARKS OF ALVARADO
PROPERTY OWNERS
ASSOCIATION
TRACT 2
DOC.# 2022-38871
O.P.R.J.C.T.
LOT 43X
THE PARKS OF
ALVARADO - PHASE 1
DOC.# 2021-45
P.R.J.C.T.
15 E PART2
DELTA=04°48'49" (LT)
RAD.=1,689.79'
LENGTH=141.97'
CHORD=N17°12'11"W
CHORD DIST.=141.93'
DELTA=05°01'27" (RT)
RAD.=1,708.11'
LENGTH=149.78'
CHORD=S17°11'28"E
CHORD DIST.=149.74'
CITY OF ALVARADO LIMITS
N 61° 20' 42" E
1,336.85'
15 E PART2
2,564 SQ. FT.
(0.0589 AC.)
JOE BOYD AND
BELINDA BOYD
TRACT 2
DOC.#2011-19639
O.P.R.J.C.T.
P.O.C.
PARCEL 15E PT2
N 86° 36' 06" E
147.14'
STA=61+45.59
OFF=70.00' LT
S 86° 36' 06" W
17.93'
P.O.B.
PARCEL 15E PT2
STA=61+41.91
OFF=52.10' LT
N 13° 55' 46" W
5.30'
S 66° 10' 02" W
201.06'
S 60° 56' 46" W
150.78'
JOHNSON COUNTY
N 66° 10' 02" E
200.89'
N 86° 36' 06" E
198.63'
JOE BOYD AND
BELINDA BOYD
TRACT 1
DOC.# 2011-19639
O.P.R.J.C.T.
J.M. ROSS SURVEY
ABSTRACT NO. 737
N 13° 55' 46" W
181.18'
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING
POINT OF BEGINNING
CONTROLLING MONUMENT
P.O.C.
P.O.B.
(C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF
PARCEL 15E PART 2 -
PERMANENT EASEMENT
FOR NORTH CUMMINGS DRIVE
A 2,564 SQ.FT. (0.0589 ACRES)
TRACT OF LAND
IN J.M. ROSS SURVEY
ABSTRACT NO. 737
JOHNSON COUNTY, TEXAS
STATE OF TEXAS
REGISTERED
PATRICK J. BALDASARO
5504
PROFESSIONAL
LAND SURVEYOR
4.11.25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

Exhibit E

County: Johnson
Page 1 of 3
Highway: North Cummings Drive

April 8, 2025

Description for Parcel 16E – Permanent Easement

BEING 459 square feet [0.0105 Acres] of land, in the J.M. Ross Survey, Abstract Number 737, near the City of Alvarado, Johnson County, Texas, being part of a tract of land described as Tract 1 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, of the Official Public Records, Johnson County, Texas (O.P.R.J.C.T.), said 459 square feet [0.0105 Acres] of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set in the north line of said Tract 1 and in an interior line of a tract of land described as Tract 2 in a deed to Joe Boyd and Belinda Boyd, recorded in Document Number 2011-19639, O.P.R.J.C.T.;

THENCE North 86 degrees 36 minutes 06 seconds East, with the north line of said Tract 1 and said interior line of Tract 2, a distance 131.85 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set at the **POINT OF BEGINNING**, being 67.09 feet left of Station 61+44.98;

1) **THENCE** North 86 degrees 36 minutes 06 seconds East, continuing with the north line of said Tract 1 and said interior line of Tract 2, a distance 15.29 feet to a 1/2-inch iron rod with red plastic cap stamped "PJB SURVEYING" set, being 52.10 feet left of Station 61+41.91;

2) **THENCE** South 14 degrees 36 minutes 40 seconds East, a distance of 30.59 feet to a 1/2-inch iron rod with plastic cap stamped "PJB Surveying" set in the south line of said Tract 1 and an interior line of said Tract 2, being 52.03 feet left of Station 61+11.25;

3) **THENCE** South 86 degrees 36 minutes 06 seconds West, with the south line of said Tract 1 and said interior line of Tract 2, a distance of 15.29 feet to a 1/2-inch iron rod with plastic cap stamped "PJB Surveying" set, being 67.04 feet left of Station 61+14.18;

4) **THENCE** North 14 degrees 36 minutes 02 seconds West, a distance of 30.59 feet to the **POINT OF BEGINNING** and containing 459 square feet [0.0105 Acres] of land.

April 8, 2025

Description for Parcel 16E – Permanent Easement

Notes:

1. Abstracting completed between May 2023 and May 2024.

2. Field surveys were performed between May 2023 and October 2023.

3. The Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202), TxDOT Virtual Reference System (VRS) RTK Network.

4. All coordinates and distances are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the combined adjustment factor of 1.00012 (TxDOT Johnson County Scale Factor).

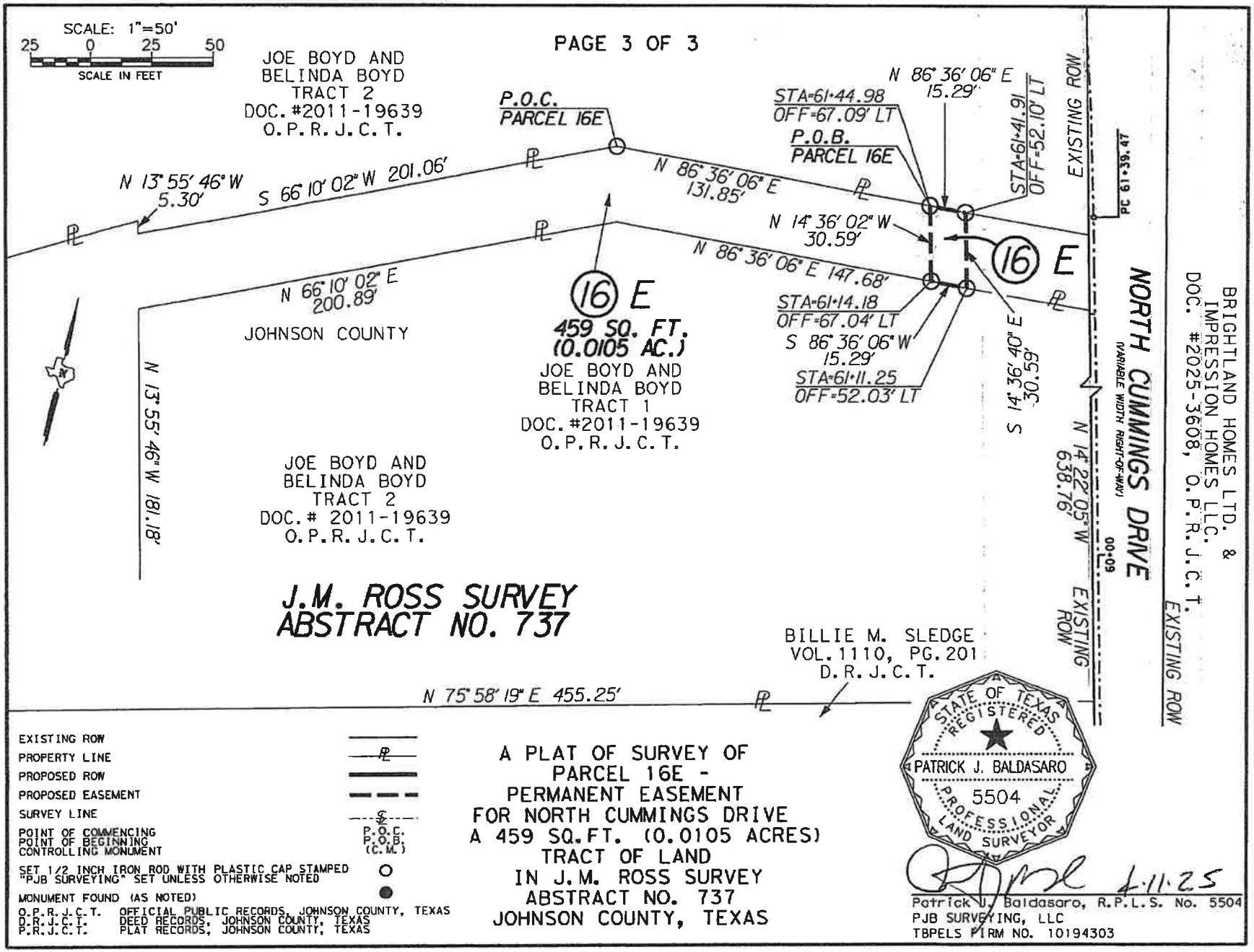
5. A survey plat of even date accompanies this legal description.

4.11.25

Patrick J. Baldasaro, R.P.L.S.
Texas Registration No. 5504
200 W. Belmont Dr., Suite D
Allen, Texas 75013
Ph. 972-649-6669
TBPELS FIRM NO. 10194303

Date




SCALE: 1"=50'
25 0 25 50
SCALE IN FEET
PAGE 3 OF 3
JOE BOYD AND BELINDA BOYD TRACT 2 DOC. #2011-19639 O.P.R.J.C.T.
P.O.C. PARCEL 16E
N 13° 55' 46" W 5.30'
S 66° 10' 02" W 201.06'
N 86° 36' 06" E 131.85'
N 66° 10' 02" E 200.89'
N 13° 55' 46" W 181.18'
JOHNSON COUNTY
16 E
459 SQ. FT. (0.0105 AC.)
JOE BOYD AND BELINDA BOYD TRACT 1 DOC. #2011-19639 O.P.R.J.C.T.
JOE BOYD AND BELINDA BOYD TRACT 2 DOC. # 2011-19639 O.P.R.J.C.T.
J.M. ROSS SURVEY ABSTRACT NO. 737
N 86° 36' 06" E 15.29'
STA=61+44.98 OFF=67.09' LT
P.O.B. PARCEL 16E
STA=61+41.91 OFF=52.10' LT
N 14° 36' 02" W 30.59'
N 86° 36' 06" E 147.68'
STA=61+14.18 OFF=67.04' LT
S 86° 36' 06" W 15.29'
STA=61+11.25 OFF=52.03' LT
S 14° 36' 40" E 30.59'
EXISTING ROW
NORTH CUMMINGS DRIVE
(VARIABLE WIDTH RIGHT-OF-WAY)
PG 191-39 47
N 14° 22' 05" W 638.76'
00+09
BRIGHTLAND HOMES LTD. & IMPRESSION HOMES LLC. DOC. #2025-3608, O.P.R.J.C.T.
BILLIE M. SLEDGE VOL. 1110, PG. 201 D.R.J.C.T.
N 75° 58' 19" E 455.25'
EXISTING ROW
EXISTING ROW
PROPERTY LINE
PROPOSED ROW
PROPOSED EASEMENT
SURVEY LINE
POINT OF COMMENCING P.O.C.
POINT OF BEGINNING P.O.B.
CONTROLLING MONUMENT (C.M.)
SET 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PJB SURVEYING" SET UNLESS OTHERWISE NOTED
MONUMENT FOUND (AS NOTED)
O.P.R.J.C.T. OFFICIAL PUBLIC RECORDS, JOHNSON COUNTY, TEXAS
D.R.J.C.T. DEED RECORDS, JOHNSON COUNTY, TEXAS
P.R.J.C.T. PLAT RECORDS, JOHNSON COUNTY, TEXAS
A PLAT OF SURVEY OF PARCEL 16E - PERMANENT EASEMENT FOR NORTH CUMMINGS DRIVE A 459 SQ.FT. (0.0105 ACRES) TRACT OF LAND IN J.M. ROSS SURVEY ABSTRACT NO. 737 JOHNSON COUNTY, TEXAS
STATE OF TEXAS REGISTERED PATRICK J. BALDASARO 5504 PROFESSIONAL LAND SURVEYOR
4-11-25
Patrick J. Baldasaro, R.P.L.S. No. 5504
PJB SURVEYING, LLC
TBPELS FIRM NO. 10194303

City Council Management Report
Meeting Date: 5/18/2026
Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:
First Reading of Resolution R2026-0033; A Resolution of the City of Alvarado, Texas, authorizing the Alvarado Economic Development Corporation to negotiate and execute an Economic Development Agreement with Los Jarritos, Inc (DBA Alvarado Wings and Burgers) for a restaurant located at 200 US-67, Alvarado, Texas 76009; establishing that this project is a storefront improvement initiative; and providing an effective date. (Cromer)

BACKGROUND & FINDINGS:

Los Jarritos, Inc., doing business as Alvarado Wings and Burgers, has proposed opening a new restaurant at 200 US-67. The project involves the renovation and enhancement of an existing vacant restaurant space, with a focus on improving curb appeal, site functionality, and overall customer experience.

The Alvarado Economic Development Corporation (AEDC) Board of Directors reviewed and approved this project at its April 13, 2026 meeting, determining that it qualifies as a storefront improvement initiative consistent with the goals of the AEDC and Chapter 505 of the Texas Local Government Code. The proposed improvements include, but are not limited to:

- Interior and exterior painting of the building
- Parking lot repairs, overlay, and striping
- Installation of two business signs (subject to AEDC approval)
- Outdoor seating enhancements, including picnic tables, umbrellas, and lighting

These enhancements are intended to revitalize a currently underutilized commercial property, improve visual quality along a major corridor, and support increased economic activity through new restaurant operations.

The agreement includes a requirement that the business complete improvements within 120 days, remain operational for a minimum of five (5) years, and remain current on all taxes and obligations. Failure to meet these conditions may result in repayment of grant funds.

This project supports the City's ongoing efforts to encourage reinvestment in existing properties, enhance commercial corridors, and promote small business development.

The resolution and associated agreement have been prepared in accordance with the Texas Local Government Code, including Chapters 501–505 governing Type B economic development corporations. The City Council must authorize the project by resolution prior to execution of the agreement and expenditure of AEDC funds.

FINANCIAL IMPACT:

The AEDC has approved a reimbursement grant in an amount not to exceed $15,000, to be paid upon completion of eligible improvements and submission of proper documentation. Funding for this project is available within the current AEDC budget.

RECOMMENDATION:
No action required. The resolution will return for a second reading and consideration of final action at a subsequent City Council meeting.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Resolution R2026-0033 Project Ember
2. Draft Agreement Project Ember

RESOLUTION NO. 2026-0033

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, AUTHORIZING THE ALVARADO ECONOMIC DEVELOPMENT CORPORATION TO NEGOTIATE AND EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT WITH LOS JARRITOS, INC. (DBA ALVARADO WINGS AND BURGERS) FOR A RESTAURANT AT 200 US-67, ALVARADO, TEXAS 76009; ESTABLISHING THAT THIS PROJECT IS A STOREFRONT IMPROVEMENT INITIATIVE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas ("City") is a home-rule city acting under its charter adopted pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the Alvarado Economic Development Corporation ("AEDC"), a Type B corporation established under the Texas Development Corporation Act, promotes and develops new and expanded business enterprises to create and retain jobs and strengthen the City's economy; and

WHEREAS, Los Jarritos, Inc., DBA Alvarado Wings and Burgers ("Alvarado Wings and Burgers") has proposed opening a restaurant, Alvarado Wings & Burgers at 200 US-67, Alvarado, Texas 76009 (the "Project"); and

WHEREAS, the AEDC Board of Directors, at its special meeting on April 13, 2026, determined that this Project constitutes storefront enhancement effort that will enhance the City and contribute to local sales tax revenue; and

WHEREAS, the AEDC Board approved an allocation of economic development funds to assist with enhancing the curb appeal and overall site functionality, finding the Project to be consistent with the goals set forth under Texas Local Government Code Chapter 505; and

WHEREAS, pursuant to Chapter 505, the City Council must authorize such projects by resolution prior to execution of any formal agreements or expenditure of Type B funds.

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

SECTION 1.

The above recitals are true and correct and are incorporated herein as findings of the City Council.

SECTION 2.

The City Council hereby authorizes the Alvarado Economic Development Corporation to negotiate and execute an economic development agreement with Alvarado Wings and Burgers' consistent with the scope of assistance approved by the AEDC Board of Directors.

SECTION 3.

The Project is hereby designated as a Storefront Improvement Initiative, intended to stimulate economic activity and build a new restaurant in the downtown area.

SECTION 4.

This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED ON FIRST READING THIS THE ___ DAY OF _____, 2026.

PASSED AND APPROVED ON SECOND READING THIS THE ___ DAY OF _____, 2026.

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

ECONOMIC DEVELOPMENT
REIMBURSEMENT GRANT AGREEMENT

This Economic Development Reimbursement Grant Agreement (this "Agreement") is made and entered into on this the ____ day of _____, 2026 (the "Effective Date"), by and between the Economic Development Corporation of the City of Alvarado, Texas, (the "AEDC") a Texas municipal corporation of the City of Alvarado, Texas, and Los Jarritos, Inc. (DBA Alvarado Wings & Burgers) (the "Company"). The Company and the AEDC are herein individually referred to as a "Party," and collectively, the "Parties," acting by and through their respective authorized officers.

WHEREAS, the Company intends to open its restaurant, Alvarado Wings & Burgers (the "Project"), at 200 US-67, Alvarado, Texas 76009 (the "Property"); and

WHEREAS, the Company has advised the AEDC that a contributing factor that would induce the Company to operate its restaurant on the Property would be an agreement by the AEDC to provide an economic development grant to the Company as set forth herein; and

WHEREAS, promoting the renovations and operation of new business enterprises within the City's corporate limits will promote economic development, stimulate commercial activity, generate additional sales tax, and enhance the City's property tax base and economic vitality; and

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code, as amended (the "Act"), authorizes the AEDC to provide funds for projects, including expenditures for infrastructure suitable for new or expanded business enterprises; and

WHEREAS, the AEDC has determined, under Section 505.158 of the Texas Local Government Code, that the grants to be made herein are expenditures required or suitable and necessary to promote or develop new or expanded business enterprises and constitute a "project," as that term is defined in that Section and the Act; and

NOW, THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. TERM, TERMINATION, OFFSET, AND REPAYMENT

(a) Term and Termination. The term of this Agreement shall commence on the Effective Date, and shall automatically terminate upon the expiration of five (5) years from the Effective Date, unless sooner terminated upon the occurrence of any one or more of the following:

i. upon the mutual written agreement of the Parties:

ii. on the date of termination set forth in a written notice provided by a Party to the other Parties in the event the other Party breaches any of the terms or conditions of this Agreement, and such breach is not cured on or before the thirtieth (30th) day after the non-

breaching Party sends written notice to the breaching Party of such breach;

iii. upon written notice by the AEDC, if any Impositions owed to the City of Alvarado, the State of Texas, or the federal government by the Company shall have become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such taxes or Impositions). "Impositions" as used in this Agreement mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company, officials of the Company, or any property or any business owned by the Company or officials of the Company within the City; or

iv. upon written notice by the AEDC, if the Company suffers an event of Bankruptcy or Insolvency. "Bankruptcy or Insolvency" as used in this Agreement means the dissolution or termination of a party's existence as a going business, insolvency, appointment of receiver for any part of such party's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

(b) Offset. Company shall not allow the ad valorem taxes owed to the City on any property owned by Company and located within the City to become delinquent beyond the last day ad valorem taxes can be paid without assessment of penalty. The AEDC may, at its option, and after delivering written notice to Company of its intent to do so, increase any amounts due and payable to the AEDC under this Agreement to recover any delinquent debt (including taxes) lawfully due to the City, regardless of whether or not the debt due to the City has been reduced to judgment by a court.

(c) Repayment. In the event this Agreement is terminated by City pursuant to Section 1(a) ii, iii, or iv, the Company shall immediately refund to the AEDC Three Thousand and no/Dollars ($3,000) for each year of the five (5) years that it does not remain open, plus interest at the rate of interest periodically announced by the Wall Street Journal as the prime or base commercial lending rate, or if the Wall Street Journal shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by City) as its prime or base commercial lending rate from the date on which the grant is paid by the AEDC until the grant is refunded by the Company. The repayment obligation of the Company set forth in this Section shall survive termination.

(d) Upon termination of this Agreement, the AEDC and the Company shall have no further obligation hereunder other than any obligations which have accrued prior to such termination.

II. COMPANY OBLIGATIONS

In consideration of the AEDC agreeing to pay the Company the grant contemplated herein in accordance with the terms, provisions, and conditions of this Agreement, the Company agrees to the following, which are not obligations of the Company, but are conditions that must be fulfilled in order to receive the grant:

(a) The Company shall annually provide proof satisfactory to the AEDC that it is current and paid on all Impositions, subject to appeal rights in accordance with law and subject to a right to cure any delinquency;

(b) The Company shall complete all renovations within one-hundred and twenty (120) days of the Effective Date of this Agreement, to include parking lot improvements, installation of two (2) business signs, and outdoor seating enhancements, as described within Exhibit A, attached hereto and incorporated herein and provide a reimbursement request detailing amounts expended by the Company to the City following completion of the renovations pursuant to this section;

(c) The Company may receive a one-time extension from AEDC if substantial progress is demonstrated;

(d) The Company shall allow AEDC staff to review and approve the Company's financial capacity prior to execution of this Agreement;

(e) The Company shall submit all improvements to AEDC staff for approval prior to reimbursement.

III. AEDC FINANCIAL PARTICIPATION

The AEDC hereby agrees to issue reimbursement payment in an amount not to exceed Fifteen Thousand and no/Dollars ($15,000.00) within thirty (30) days of receipt of a reimbursement request from Company, in accordance with the terms and conditions of this Agreement and subject to all applicable laws, regulations, and ordinances.

IV. MISCELLANEOUS

(a) The Company agrees to comply with all federal, state, and local laws, rules, or regulations that apply to its performance under this Agreement.

(b) This Agreement shall be subject to Texas law, and any action or proceeding brought to construe or enforce this Agreement shall be filed in the courts of Johnson County, Texas.

(c) Except as hereinafter expressly provided, the rights and obligation of the Company under this Agreement shall not be assigned in whole or in part by the Company without the express written consent of the AEDC (which consent shall not be unreasonably withheld, conditioned, or delayed), and any attempted assignment by the Company shall be null and void. The Company may, without the AEDC's consent, assign the rights and obligations under this Agreement, in

whole or in part, to any affiliate or related entity of the Company. Any assignment shall provide that the assignee is subject to the terms and conditions of this Agreement. The Company 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 (i) for the benefit of their respective lenders without the consent of, but with prompt written notice to, the AEDC, and (ii) to any person or entity with the AEDC's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed).

(d) **THE COMPANY AND ITS SUCCESSORS AND ASSIGNS DO HEREBY FULLY RELEASE AND AGREE TO, INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY OF ALVARADO, THE AEDC, THEIR OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM ALL CLAIMS, SUITS, JUDGMENTS, AND DEMANDS OF ANY NATURE WHATSOEVER, FOR PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH, RESULTING FROM OR IN ANY WAY CONNECTED WITH THE GRANT AMOUNTS PROVIDED TO COMPANY PURSUANT TO THIS AGREEMENT OR ANY OTHER ACT OR OMISSION OF THE COMPANY RELATED THERETO, WHETHER OR NOT CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE AEDC, THE CITY, THEIR OFFICERS, AGENTS, OR EMPLOYEES, PROVIDED HOWEVER THAT NEITHER THE COMPANY NOR ITS SUCCESSORS OR ASSIGNS WILL BE LIABLE TO THE AEDC OR THE CITY OR ANY OTHER INDEMNIFIED PARTY FOR SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(e) This Agreement may be changed or modified only with the written mutual agreement of the Parties.

(f) The provisions of this Agreement are severable and, in the event any word, phrase, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect and the application thereof to any other person or circumstance shall not be affected thereby. The invalid, illegal, or unenforceable provision shall be rewritten by the Parties to this Agreement to accomplish the Parties' original intent as nearly as possible.

(g) The Company agrees to make available to the AEDC for inspection all of its books and records related to the Improvements and to allow the AEDC access to the Project during construction for the purpose of periodic inspection of the construction work.

(h) Any notice and/or statement required or permitted to be delivered shall be deemed delivered by depositing it in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing:

COMPANY: Los Jarritos, Inc. (DBA Alvarado Wings & Burgers)
ATTN: Erik Espinoza
2609 Independence Dr.
Mesquite, Texas 75150

AEDC: Paul DeBuff
City Manager
City of Alvarado
104 W. College St.
Alvarado, Texas 76009

With a copy to: Ashley D. Dierker, City Attorney
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place
Suite 200
Fort Worth, Texas 76107

(i) This Agreement may be executed in multiple identical counterparts which when taken together shall constitute one and the same identical original instrument.

(j) Texas Government Code Verifications. The Company verifies and certifies that it does not and during the duration of this Agreement will not:

i. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;

ii. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;

iii. discriminate against a firearm entity or firearm trade association as defined in Texas Government Code Chapter 2274, as amended;

iv. operate as a foreign owned or controlled company in connection with a critical infrastructure project as defined in Texas Government Code Chapter 2275, as amended; or

v. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2276, as amended.

{Signature Page to Follow}

ALVARADO ECONOMIC DEVELOPMENT CORPORATION

By: _____
Martin Doulgas, AEDC President

Attest:

By: _____
Carrie Keeting, AEDC Secretary

ALVARADO WINGS & BURGERS

By: _____
Erik Espinoza, Company Owner

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2026, by Erik Espinoza.

_____
Notary Public in and for the State of Texas

(SEAL) My Commission Expires: _____

EXHIBIT A

Alvarado Wings & Burgers shall complete the following site improvements in accordance with the Agreement to enhance the curb appeal and overall site functionality as described below:

1. Interior and exterior painting of the building, to include the guard rails and parking curb barriers.
2. Parking Lot Improvements:
    a. Asphalt repair (approximately 5,000 sq. ft.);
    b. New overlay installation;
    c. Pothole patching and repairs;
    d. Asphalt reclamation;
    e. Crack sealing and seal coat application; and
    f. Parking lot striping.
3. Business Signage:
    a. Install two (2) business signs
    b. Business sign logo must be approved by AEDC prior to sign installation
4. Outdoor Seating Enhancements:
    a. Picnic tables and umbrellas, with a minimum of 4 tables
    b. String lighting installed around the outdoor seating area

City Council Management Report
Meeting Date: 5/18/2026
Contact: Hillary Cromer, Director of Economic Development

AGENDA ITEM:
First Reading of Resolution R2026-0034; A Resolution of the City of Alvarado, Texas, approving the revised Alvarado Food Truck Incubator Program; and providing an effective date. (Cromer)

BACKGROUND & FINDINGS:

The Food Truck Incubator Program was established to support emerging entrepreneurs by providing an accessible pathway to launching a food-based business. The current program fee is set at $500 per month, with no upfront financial commitment required beyond standard onboarding.

Proposed Change:
The AEDC board of directors, at their April 13, 2026 meeting, approved adjusting the program structure to better balance accessibility with participant commitment. Specifically, staff proposes:

1. Reducing the monthly program fee from $500 to $300; and

2. Requiring a $1,000 upfront deposit prior to issuance of keys and program entry.

The reduced monthly fee lowers the ongoing financial burden for participants, making the program more attainable for early-stage entrepreneurs. At the same time, the upfront deposit serves as a demonstration of commitment and investment in the business venture. This approach is intended to encourage serious participation while still remaining reasonable and not overly burdensome to new business owners.

FINANCIAL IMPACT:

The upfront deposit does not represent revenue but may be held in accordance with program policies (e.g., refundable or applied toward damages, if applicable).

RECOMMENDATION:
The Board recommends approval of the revised fee structure for the Food Truck Incubator Program as outlined above.

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
1. Resolution R2026-0034

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, APPROVING THE REVISED ALVARADO FOOD TRUCK INCUBATOR PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado ("City") is a home rule municipality operating under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, on April 13, 2026 the Alvarado Economic Development Corporation adopted revisions to the Alvarado Food Truck Incubator Program Guidelines and Application (the "Program") originally adopted on January 27, 2024, attached hereto as **Exhibit A** and incorporated herein by reference, to support small business entrepreneurs and aspiring food truck owners by providing them with an opportunity to test their menus without the initial cost of purchasing a food truck and related expenses, with the aim of building a local food truck community; and

WHEREAS, upon full review and consideration of the Program, and all matters attendant and related thereto, the City Council is of the opinion that the Program, as revised, should be approved.

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

SECTION 1.

The Alvarado Food Truck Incubator Program Guidelines and Application dated April 1, 2026, attached hereto as **Exhibit A** is found to be in the best interest of the City of Alvarado and its citizens and is approved.

SECTION 2.

This Resolution shall become effective from and after its passage.

PASSED AND APPROVED ON THIS THE _____ DAY OF _____, 2026.

_____
Jacob Wheat, Mayor

ATTEST:

_____
Bobbie Jo Taylor, City Secretary

EXHIBIT "A"

Alvarado Food Truck Incubator Program
Application & Program Guidelines
Revised April 15, 2026

The Alvarado Economic Development Corporation (EDC) is excited to announce the launch of the Alvarado Food Truck Incubator Program. This initiative is designed to provide aspiring food entrepreneurs with an opportunity to test and develop their business concepts without the high upfront costs of purchasing a food truck. The program supports the EDC's goals of small business growth, economic development, and community engagement while enhancing Alvarado's local dining scene.

PROGRAM BENEFITS

- Entrepreneurs may use the food truck for up to 180 days (6 months), with an initial 90-day trial period.
- Use of a fully equipped food truck tailored for professional operations.
- Initial launch marketing support, including a Meta advertisement, a video introduction, and a Cleburne Times-Review feature and/or advertisement to help introduce the business to the community.
- Guidance toward business training, mentorship, and coaching resources to support long-term growth.
- Direction and support in refining a business plan.
- Opportunities to participate in designated city events.
- Access to pre-approved locations for consistent operation within Alvarado.

Please return completed application with necessary attachments and signature to:

City of Alvarado
Economic Development Corporation
104 West College Street
Alvarado, TX 76009

If you have any application questions, please contact the Director of Economic Development at (817) 790-3351, extension 123 or email at cromerh@cityofalvarado.org

PROGRAM RULES AND REQUIREMENTS

- **Fees:** Participants are required to pay $300 per month during the program. Monthly fees are non-refundable.
- **Refundable Deposit:** Before getting the food truck and keys, the business must pay a $1,000 refundable deposit to AEDC. This deposit covers any damage to the truck, unpaid fees, or other responsibilities under the agreement. Once the program is complete and the truck is returned in good condition (aside from normal wear and tear), the remaining deposit will be refunded.
- **Geographic Requirement:** The food truck must serve the Alvarado community on a regular basis. Participants must submit a proposed weekly operating plan outlining which days and locations they will operate within Alvarado (Downtown Square and/or Pecan Orchard) and which days may be used for catering or events outside city limits. The Board will approve the final operating plan.
- **Ownership:** The food truck remains the property of AEDC.
- **Compliance:** Participants must follow all local health and safety regulations.
- **Insurance:** Participants must obtain and maintain appropriate insurance coverage throughout the duration of the program. As a condition of participation, the entrepreneur shall secure commercial general liability insurance with limits of not less than one million dollars ($1,000,000.00) per occurrence. The entrepreneur shall also obtain automobile liability and automobile physical damage insurance covering the food truck. The City of Alvarado shall be listed as an additional insured on all required insurance policies. Proof of insurance must be provided prior to receiving access to the food truck and must remain in effect for the entire term of the program.
- **End-of-Program Reporting:** A final report outlining experiences and outcomes is required at the end of the program.
- **Background & Credit Check:** Must agree to a criminal background and credit check.
- **Driving & Drug Test:** Must agree to a driving and drug test.

APPLICATION & REVIEW PROCESS

The Alvarado Food Truck Incubator Program follows a structured and competitive selection process designed to ensure fairness, transparency, and alignment with the EDC's goals.

Step 1: Application Submission

Interested entrepreneurs must submit a completed application, including all required attachments and signatures, no later than 2:00 p.m. on Monday, March 16, 2026. Applications may be delivered in person or submitted via email as outlined above.

Applicants must include:

- A detailed business concept and proposed menu
- An outline of proposed operating days, hours, and locations
- A marketing strategy
- A financial plan, including start-up costs, projected expenses, and proof of working capital
- Any optional supporting materials (photos, mock-ups, testimonials, etc.)

Incomplete applications may not be considered.

Step 2: Initial Review

Applications will be evaluated by staff and the Alvarado EDC Board based on:

- Feasibility and innovation of the concept
- Strength and viability of the business plan
- Financial preparedness
- Commitment to serving the Alvarado community

Step 3: Board Presentation (Finalists Only)
Top applicants will be invited to present their business concept and plan to the Alvarado EDC Board of Directors. This presentation allows applicants to explain their vision, answer questions, and demonstrate their readiness to operate.

Step 4: Background & Eligibility Requirements
The selected applicant must:

- Consent to a background and credit check
- Pass driving and drug screening
- Provide proof of insurance coverage (minimum $1 million liability)
- Obtain required food handling certifications
- Provide proof of sufficient working capital to cover operational expenses

Step 5: Legal Review & Agreement
The City Attorney will review all documents and prepare a formal agreement outlining program terms. The selected entrepreneur must enter into this agreement before receiving access to the food truck or beginning operations.

Evaluation Criteria
1. Feasibility and innovation of the business concept.
2. Strength and viability of the business plan.
3. Financial preparedness and working capital.
4. Entrepreneur's commitment and ability to fulfill program requirements.

The Alvarado Food Truck Incubator Program is a unique opportunity for aspiring entrepreneurs to gain hands-on experience and test their food truck business concepts in a supportive environment. By providing access to resources and expertise, the Alvarado EDC is committed to fostering entrepreneurship and enhancing the local food scene. We invite interested individuals to apply and take the first step towards realizing their culinary dreams.

APPLICATION

Completed applications, including all required attachments and signatures, must be submitted to:

Alvarado Economic Development Office
104 West College Street
Alvarado, TX 76009

Applications may be delivered in person or submitted electronically.
For questions regarding eligibility, requirements, or the application process, please contact the Director of Economic Development at (817) 790-3351, extension 123, or via email at cromerh@cityofalvarado.org.
Incomplete applications may not be considered.

Program Requirements Acknowledgment

By submitting this application and checking the boxes below, I acknowledge that, if selected, I will be required to complete the following requirements in order to participate in the Alvarado EDC Food Truck Incubator Program:

- ☐ Obtain a Food Handler's or Manager's Certificate, as designated by the AEDC
- ☐ Develop and formally present my business concept to the AEDC Board of Directors
- ☐ Provide a valid driver's license
- ☐ Successfully pass a drug screening, as determined by the AEDC
- ☐ Enter into a formal written agreement with the AEDC governing use of the food truck
- ☐ Provide proof of sufficient working capital to cover all business-related expenses, including but not limited to food, supplies, uniforms, marketing materials, event entry fees, fuel/propane, insurance, and other operating costs
- ☐ Consent to a criminal background check and credit check conducted by the City of Alvarado

I understand that failure to meet these requirements may result in disqualification from the program.

Required Application Materials

I agree to include the following materials with my application submission:

- ☐ A detailed description of my business concept and proposed menu
- ☐ A proposed operating plan, including days, hours, and intended locations (Downtown Alvarado, Pecan Orchard, and any outside catering strategy)
- ☐ A written marketing strategy outlining how I plan to promote and grow my business
- ☐ A financial plan, including start-up costs, projected monthly expenses, sales projections, and proof of available working capital
- ☐ Any optional supporting materials (photos, mock-ups, testimonials, letters of support, social media links, etc.)

I understand that submission of an application does not guarantee selection. Only one entrepreneur will be selected per program cycle.

Applicant Name:	**Date**
Business Name:	
Mailing Address:	
Contact Phone Number:	
Email Address:	

X _____

Applicant

X _____

Applicant

City Council Management Report
Meeting Date: 5/18/2026
Contact:

AGENDA ITEM:
Consideration and action regarding the appointment of a committee to review applications and make recommendations for appointments to the City of Alvarado's various Boards and Commissions. (Wheat)

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
None

City Council Management Report
Meeting Date: 5/18/2026
Contact:

AGENDA ITEM:
§ 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 provisions of Chapter 551, including the following items:

- Any item on the agenda, and
- Negotiations and potential eminent domain action for the acquisition of real property for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law.
- Negotiations and potential eminent domain action for the acquisition of real property for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law.
- negotiations and potential eminent domain action for the acquisition of real property for construction and maintenance of North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
None

City Council Management Report
Meeting Date: 5/18/2026
Contact:

AGENDA ITEM:
§551.072. Deliberation Regarding Real Property; A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction and maintenance of the North Cummings Roadway Improvement Project to serve existing and new development in the City and for other public purposes permitted by law.
- Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction, operation, repair, replacement, improvement, and maintenance of the North Cummings Water Line Project to serve existing and new development in the City and for other public purposes permitted by law.
- deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for construction and maintenance of North Baugh Street Extension Project to serve existing and new development in the City and for other public purposes permitted by law.
- Project Orange-S-4
- Project Red-C-9
- Project Redwood
- Project Red-C-1
- Project Align

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
None

City Council Management Report
Meeting Date: 5/18/2026
Contact:

AGENDA ITEM:
§551.087. Deliberation Regarding Economic Development Negotiations. To discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- Project Millis
- Project Redwood
- Purple Orchid
- Project Inspire
- Project Cobalt

BACKGROUND & FINDINGS:

FINANCIAL IMPACT:

RECOMMENDATION:

MANAGEMENT REVIEW:
Paul DeBuff, City Manager

ATTACHMENTS:
None