

REGULAR MEETING OF THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
MARCH 21, 2022
6:30 PM

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on March 21, 2022 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER - Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

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

CITY MANAGER'S REPORT:

CONSENT AGENDA:

1. Minutes from the Regular Called Meeting held on February 21 2022.
2. Minutes from the Special Called Meeting March 7, 2022.

NEW BUSINESS:

3. Public Hearing and consideration and action regarding an ordinance of the City of Alvarado, Texas, amending Chapter 42 of the city code, as amended, the Comprehensive Zoning Ordinance of the City of Alvarado, by adding a permitted specific use for outdoor storage for building materials and hardware stores.
4. Consideration and action regarding a request for a final plat on property known as a tract of land situated in the John Dixon Survey, Abstract Number 214 and the John Ross Survey, Abstract Number 737, City of Alvarado, Johnson County, Texas and being called a 41.23 acre tract of land.
5. Consideration and action regarding a resolution of the City of Alvarado, Texas, accepting the petition for annexation of 352.471 acres of land, more or less,

located in the extraterritorial jurisdiction of the City of Alvarado in Johnson County, Texas; setting an annexation schedule, providing for open meetings and other related matters.

6. Consideration and action regarding approval of the Senior Citizen and Community Center rental application.
7. Consideration and action regarding certification for candidates that are unopposed for election to office for the election scheduled for May 7, 2022.
8. Consideration and action regarding cancellation of the election scheduled to be held on May 7 2022, for Mayor and Councilpersons in Wards I, II and III.
9. Consideration and action regarding a resolution of the City Council of the City of Alvarado , Texas accepting for filing a landowner petition for the addition of land to a Public Improvement District and calling a public hearing.
10. Consideration and action regarding a development agreement between the City of Alvarado, Texas and 215/67/Alvarado LLC.

EXECUTIVE SESSION:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, executive session may be held under one or more of Sections 551.071, 551.073, 551.074, 551.076, 551.087, 413.183(f) and 418.106 (d) & (e), either at the end of the regular session or at any time during the meeting on any item on the agenda if a need arises for the City Council to seek advice from the City Attorney or otherwise convene in closed session as permitted by such sections of the Open Meetings Act. The City Council may take action on any agenda item listed for executive session upon reconvening in open session. Please refer to the agenda for the items posted. a. 551.071. Consultation with Attorney. The City Council may convene into 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: 1. Any posted item on the agenda.

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary

recognition for purposes of this subdivision;

- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; 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.

ACCESSIBILITY STATEMENT

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

NON-DISCRIMINATION STATEMENT

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

I, the undersigned authority do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times and said Agenda was posted on March 18, 2022 at 4:30 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Debbie Thomas, TRMC
City Secretary

CITY OF ALVARADO

County of Johnson

State of Texas

February 21, 2022

MINUTES

The City Council of the City of Alvarado met in Regular Called Session on Monday, February 21, 2022 at 6:30 p.m. in the Council Chambers at City Hall with up to the first thirty minutes of the meeting consisting of a workshop. The following were present for roll call:

Jacob Wheat	*	Mayor
Beverly Short	*	Councilperson
Cherry Bryant	*	Councilperson
Scott Arthur	*	Councilperson
Kevin Thomas	*	Councilperson
Michael Bennett	*	Councilperson
Lydia Moon	*	Mayor Pro Tem
Paul DeBuff	*	City Manager
Debbie Thomas	*	City Secretary
Michael Dwigins	*	Public Works Director
Allwin Barrow	*	Police Chief
Paula Hardison	*	Finance Director
Richard Van Winkle	*	Fire Chief

INVOCATION

Mayor Jacob Wheat called this regular meeting to order at 6:35 P.M. and Mayor Pro Tem Lydia Moon gave the Invocation.

PLEDGE OF ALLEGIANCE

PROCLAMATION – OWENS

Mayor Jacob Wheat then read a proclamation and presented it to Owen Romero, former employee, for his deployment to the Marine Corps.

PRESENTATION TO RETIRING FIRE CHIEF RICHARD VAN WINKLE

Mayor Jacob Wheat presented an engraved clock to retiring Fire Chief Richard Van Winkle and thanked him for his 45 years of service to the City of Alvarado.

CITIZEN INPUT

Becky Sims addressed the council in reference to financial matters. Jameye Jones thanked the city for their support when her husband passed away.

CITY MANAGER REPORT

1. Paul DeBuff, City Manager announced that the search for a new police chief has been narrowed down to 2 candidates. Currently a background check is being done.
2. The TCEQ wastewater renewal application has been submitted.
3. The new website will be going live in early March of this year.
4. The final steps and design of Sunflower Lane are being finalized and it looks like the better solution is concrete.
5. The city needs to apply for another parks grant for Stonegate area.

CONSENT AGENDA

Motion was made by Councilperson Beverly Short, duly seconded by Councilperson Cherry Bryant to approve the consent agenda with corrections as noted. This motion supported six votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING A REQUEST FOR REZONING ON A TRACT OF LAND IN THE ANDREW SPIVA SURVEY, ABSTRACT NO. 770, CITY OF ALVARADO, JOHNSON COUNTY, TEXAS FROM A C-1 (COMMERCIAL) ZONING DISTRICT TO AN M-1 (MANUFACTURING) ZONING DISTRICT.

Mayor Jacob Wheat opened this public hearing at 6:42 p.m. Emile Moline, Economic Development Director, explained to the council that this property is located near Eagle Glen Addition and this would be the only Manufacturing area left.. Mayor Wheat then closed this public hearing at 6:45 pm. Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Kevin Thomas to approve the rezoning ordinance as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING A REQUEST FOR A FINAL PLAT ON PROPERTY KNOWN AS TRACT 52, BLOCK 63PT, COLLEGE HILL ADDITION, ALSO KNOWN AS 318 WATSON STREET, ALVARADO, JOHNSON COUNTY, TEXAS.

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

CONSIDERATION AND ACTION REGARDING AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS AMENDING THE PERSONNEL POLICIES FOR THE CITY OF ALVARADO, TEXAS , TO ADD A SICK LEAVE POOL POLICY.

Brad Hargrove, Fire Trainer, explained to the council that all employees would be eligible to donate sick leave time to the pool so that employees who have exhausted all of their paid time off can pull from this leave. Motion was made by Mayor Pro Tem Lydia Moon , duly seconded by Councilperson Michael Bennett to approve the ordinance as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING AN AWARD OF BID FOR THE MAPLE AVENUE INTERCEPTOR PHASE 1 TO BELT CONSTRUCTION.

Michael Dwiggins, Public Works Director explained the bids to the council and recommended award to Belt Construction for 4.2 million dollars. Motion was made by Councilperson Michael Bennett, duly seconded by Councilperson Beverly Short, to approve the award to Belt Construction as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING MAPLE STREET PHASE 1 ENGINEERING CONTRACT WITH FREESE AND NICHOLS.

Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Michael Bennett to approve the engineering contract with Freese and Nichols and authorize the City Manager to execute the contract. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING ROADBOTICS CONTRACT.

Michael Dwiggins, Public Works Director, addressed the council in reference to the Roadbotics Software that will use artificial intelligence to map out all of our streets and notify the worst ones for repair. After discussion, motion was made by Councilperson Michael Bennett, duly seconded by Councilperson Cherry Bryant, to approve the contract in the amount of \$8,475.00 with Roadbotics. This motion supported five votes in approval and one vote opposed. (Moon). Motion passed.

CONSIDERATION AND ACTION REGARDING RENEWAL OF MASTER SERVICES AGREEMENT WITH FREESE AND NICHOLS.

Michael Dwiggins, Public Works Director explained to the council that this contract renews every 2 years. After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by

Councilperson Micheal Bennett, to approve the renewal as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING THE ANNEXATION SERVICE PLAN FOR THE ANNEXATION INTO THE CITY OF ALVARADO, TEXAS COMPRISED OF APPROXIMATELY 120.04 ACRES OF TERRITORY DESCRIBED AS ABSTRACT NO. 737, TRACTS 6 AND 8, OUT OF THE J.M. ROSS SURVEY, JOHNSON COUNTY, TEXAS.

Emile Moline, Economic Development Director, stated that this service plan would apply to the annexation of the Agave Trails Addition. Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Scott Arthur, to approve the annexation service plan as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, APPROVING A PETITION FOR THE VOLUNTARY ANNEXATION OF APPROXIMATELY 120.04 ACRES OF TERRITORY DESCRIBED AS ABSTRACT NO 737, TRACTS 6 AND 8, OUT OF THE J. M. ROSS SURVEY, JOHNSON COUNTY, TEXAS, AS REQUESTED BY AGAVE TRAIL DEVELOPMENT, PROVIDING FOR THE ANNEXATION INTO THE CITY OF ALVARADO, SAID PROPERTY IN CITY LIMITS; AND GRANTING TO ALL OF THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY.

Mayor Jacob Wheat opened this public hearing at 7:07 p.m. Emile Moline addressed the council and stated that the petition for annexation into the city had been approved by the council at their last regular meeting. This ordinance would formally annex them into the city. Mayor Wheat then closed the public hearing at 7:12 p.m. Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Beverly Short, to approve the annexation ordinance as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING SCHAUMBURG AND POLK ENGINEERING CONTRACT FOR CAMPING WORLD.

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

**CONSIDERATION AND ACTION REGARDING SCHAUMBURG AND POLK
FOR 1004 PLAZA ADDITION**

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

**CONSIDERATION AND ACTION REGARDING MCADAMS MASTER
SERVICE AGREEMENT.**

Paul DeBuff, City Manager, explained to the council that this company would help us in plan review, and development issues. Motion was made by Councilperson Michael Bennett, duly seconded by Mayor Pro Tem Lydia Moon, to approve the contract with McAdams. This motion supported six votes in approval and zero votes opposed. Motion carried.

**CONSIDERATION AND ACTION REGARDING FREESE ANE NICHOLS
AGREEMENT FOR WASTEWATER TREATMENT PLANT.**

After discussion, motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Kevin Thomas, to approve the agreement as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

**CONSIDERATION AND ACTION REGARDING THE PYRO FIREWORKS
CONTRACT.**

This item was skipped.

**CONSIDERATION AND ACTION REGARDING WASTEWATER
TREATMENT PLANT COST SHARING AGREEMENT.**

Paul DeBuff, City Manager stated that this agreement would allow all of the developers that are currently building in Alvarado, to share the cost of upgrading the wastewater treatment plant. After discussion, motion was made by Councilperson Michael Bennett, duly seconded by Councilperson Cherry Bryant, to approve the agreement as presented. This motion supported six votes in approval and zero votes opposed. Motion carried.

EXECUTIVE SESSION

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Mayor Jacob Wheat then adjourned into executive session at 7:30 p.m. He reconvened into open session at 7:55 p.m.

CONSIDERATION AND ACTION REGARDING ITEMS DISCUSSED IN EXECUTIVE SESSION.

No action was taken.

COUNCIL COMMENTS

There will be painting at the library on February 22, 2022 at 6:00 p.m.

There will be a chili cook-off on March 5, 2022.

There will be the Spring Forward at the Reunion pavilion on Marh 12, 2022.

ADJOURNMENT

Mayor Jacob Wheat then adjourned this regular meeting of the Alvarado City Council at 7:55 p.m.
Passed and approved this the _____ day of _____, 2022.

Mayor Jacob Wheat

Debbie Thomas, TRMC, City Secretary

CITY OF ALVARADO

County of Johnson

State of Texas

March 7, 2022

MINUTES

The City Council of the City of Alvarado met in Special Called Session on Monday, March 7, 2022, at 6:30 p.m. The following were present for roll call:

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

Others Present:

Paul DeBuff	*	City Manager
Debbie Thomas	*	City Secretary
Ashley Dierker	*	City Attorney
Michael Dwiggins	*	Public Works Director
Richard Van Winkle	*	Fire Chief
Allwin Barrow	*	Interim Police Chief
Reyth Garcia	*	Court Administrator
Precious Moore	*	Library Director
Paula Hardison	*	Finance Director
Paula LaNier	*	Administrative Management Assistant

INVOCATION

Mayor Jacob Wheat called this regular meeting to order at 6:30 P.M. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Jackie Carpenter addressed the council with thanks and appreciation for the path they are guiding the city on.

COMPLAINT FILED AGAINST CITY COUNCIL MEMBERS AND CITY EMPLOYEES.

Ashley Dierker, City Attorney, addressed the three components of the complaint:

1. City Audit: The audit is not due until March 31, of each year following the end of the fiscal year which ends on September 30. The audit is currently being done and the Engagement letter has been signed. The audit will be presented when the CPA firm finishes with all of the documentation that has been presented to them by city staff. As long as the audit is in the CPA's work it can be presented after the March 31 deadline.
2. Mayor Pro Tem Lydia Moon: As of this time, Ms. Moon has not been convicted of a felony charge and is legal to sit on the council and be a bank signatory on all accounts of which the city holds.
3. Lawsuits against Council members: Cities and council members have special immunity against lawsuits from citizens and groups.

EXECUTIVE SESSION

Mayor Jacob Wheat then adjourned into Executive Session at 6:43 p.m.
He then reconvened into open session at 7:14 p.m.

CONSIDERATION AND ACTION REGARDING ITEMS DISCUSSED IN EXECUTIVE SESSION.

Motion was made by Mayor Pro Tem Lydia Moon, duly seconded by Councilperson Cherry Bryant to approve appointment of Teddy May as Police Chief of the City of Alvarado and authorize the city manager to negotiate and execute such agreement. This motion supported six votes in approval and zero votes opposed. Motion carried.

COUNCIL COMMENTS

There were no council comments at this meeting.

ADJOURNMENT

Mayor Jacob Wheat then adjourned this special called meeting at 7:16 p.m.

Passed and approved this the _____ day of _____, 2021.

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Mayor Jacob Wheat

Debbie Thomas, TRMC, City Secretary

CITY OF ALVARADO ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS, AMENDING CHAPTER 42 OF THE CITY CODE, AS AMENDED, THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF ALVARADO, BY ADDING A PERMITTED SPECIFIC USE FOR OUTDOOR STORAGE AT BUILDING MATERIALS AND HARDWARE STORES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER; PROVIDING FOR PUBLICATION IN PAMPHLET FORM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a Type A General Law Municipality located in Johnson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Chapter 211 of the Local Government Code, the City has adopted a comprehensive zoning ordinance regulating the use of property within the City, and providing for a method to amend said ordinance for the purpose of promoting the public health, safety, morals and general welfare, all in accordance with a comprehensive plan; and

WHEREAS, the City Council of the City deems it necessary to amend Chapter 42 of the City Code, as amended, to permit outdoor storage at building materials and hardware stores by special use permit; and

WHEREAS, the City Council finds that this proposed change is consistent with the City's comprehensive land use plan and is in the best interest of the citizens of the City; and

WHEREAS, a public hearing was duly held before the Planning and Zoning Commission on March 21, 2022, and the City Council of the City on March 21, 2022, with respect to the proposed change described herein; and

WHEREAS, all requirements of law dealing with notice, publication, and all procedural requirements have been complied with in accordance with the comprehensive zoning ordinance and Chapter 211 of the Local Government Code.

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

**SECTION 1.
AMENDMENT ADDING PERMITTED SPECIFIC USE**

Section 42-33(e) of Chapter 42, as amended, is hereby amended to add a permitted specific use for outside storage at building materials and hardware stores in the central business district,

inserted alphabetically after the use designation for “Building materials, hardware (inside storage)” as follows:

USE	PARKING REGULATIONS
* * *	* * *
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
Building materials, hardware (outside and inside storage)	2 spaces plus 1 additional parking space for each 500 square feet of gross floor area over 1,000 square feet
* * *	* * *

SECTION 2.

ACCORDANCE WITH COMPREHENSIVE PLAN AND PURPOSES OF ZONING

The City Council finds that the text amendment to the comprehensive zoning ordinance as set out herein has been made in accordance with the City's zoning code and comprehensive plan for the purpose of promoting the health, safety, morals and general welfare of the community. The zoning code and comprehensive plan have been designed to efficiently plan, control and organize development, lessen congestion in the streets, secure safety from fire, panic, flood and other dangers, provide adequate light and air, prevent overcrowding of land, avoid undue concentration of population, and facilitate the adequate provisions of transportation, water, sewerage, parks and other public requirements. This amendment has been made after a full and complete hearing with reasonable consideration, among other things, of the character of the district at issue and its suitability for the particular uses, and with a view of conserving the value of the buildings located in the district and encouraging the most appropriate use of land throughout the community.

SECTION 3.

ORDINANCE CUMULATIVE

This ordinance shall be cumulative of all provisions of ordinances of the City of Alvarado, 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 4.

PENALTY

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 shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense. In addition, 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 may also be subjected to such civil penalties and such civil remedies as authorized by law.

**SECTION 5.
RESERVATION OF RIGHTS AND REMEDIES FOR ACCRUED VIOLATIONS**

All rights or remedies of the City are expressly saved as to any and all violations of Chapter 42, as amended, or any other ordinance affecting zoning and land use that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

**SECTION 6.
SEVERABILITY**

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 sections 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 7.
PUBLICATION IN OFFICIAL NEWSPAPER**

The City Secretary of the City of Alvarado is hereby directed to publish the caption, penalty clause, publication clause, and effective date of this ordinance one time in the official newspaper of the City, as authorized by Section 52.011 of the Local Government Code.

**SECTION 8.
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

PASSED AND APPROVED on this on the ____ day of March, 2022, by a vote of ____ ayes, ____ nays, ____ abstentions.

CITY OF ALVARADO

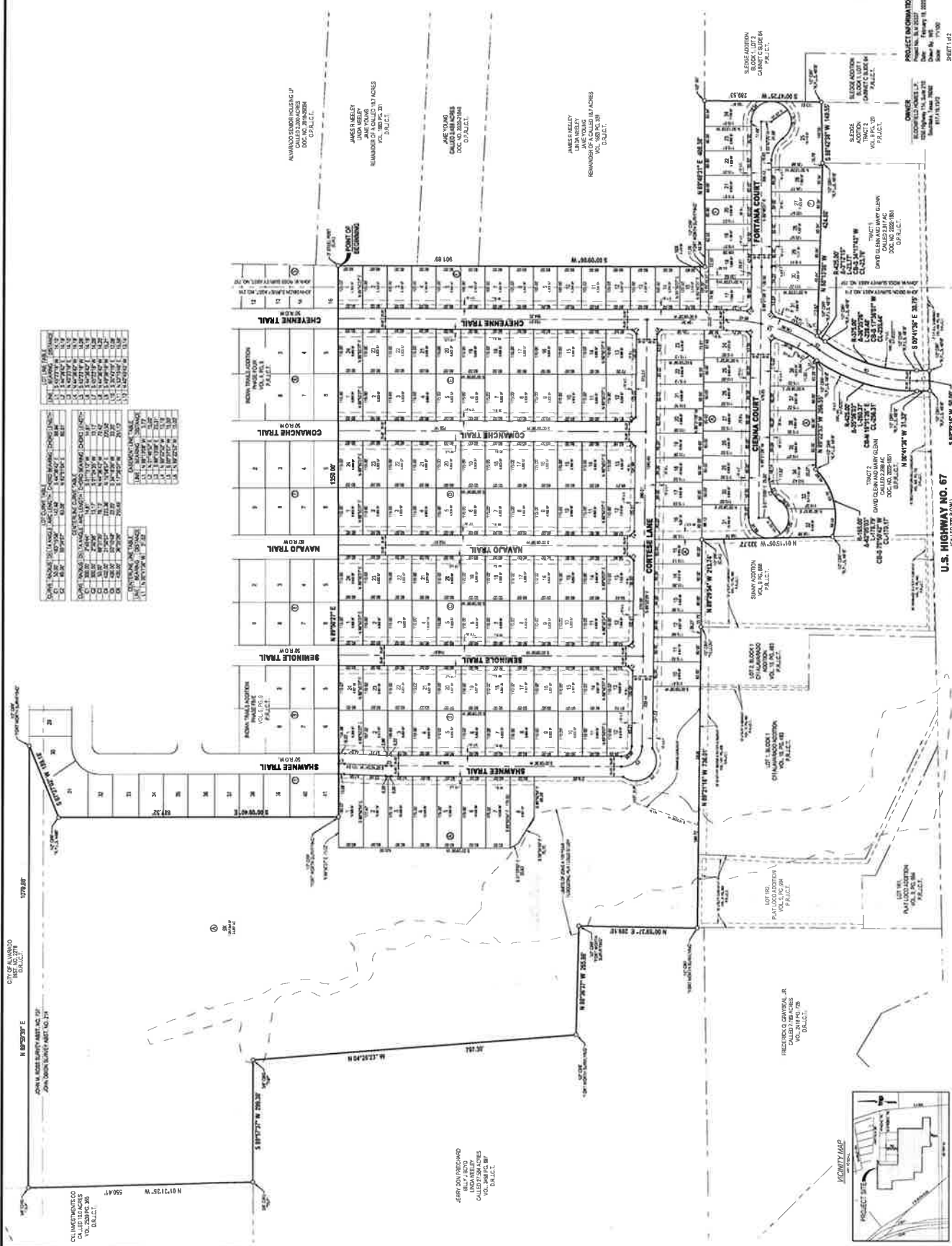
By: _____
Jacob Wheat, Mayor

ATTEST:

Debbie Thomas, City Secretary

[illegible]

D7 Cover Soil		D8 Cover Soil		D9 Cover Soil		D10 Cover Soil		D11 Cover Soil		D12 Cover Soil		D13 Cover Soil		D14 Cover Soil		D15 Cover Soil		D16 Cover Soil		D17 Cover Soil		D18 Cover Soil		D19 Cover Soil		D20 Cover Soil		D21 Cover Soil		D22 Cover Soil		D23 Cover Soil		D24 Cover Soil		D25 Cover Soil		D26 Cover Soil		D27 Cover Soil		D28 Cover Soil		D29 Cover Soil		D30 Cover Soil		D31 Cover Soil		D32 Cover Soil		D33 Cover Soil		D34 Cover Soil		D35 Cover Soil		D36 Cover Soil		D37 Cover Soil		D38 Cover Soil		D39 Cover Soil		D40 Cover Soil		D41 Cover Soil		D42 Cover Soil		D43 Cover Soil		D44 Cover Soil		D45 Cover Soil		D46 Cover Soil		D47 Cover Soil		D48 Cover Soil		D49 Cover Soil		D50 Cover Soil		D51 Cover Soil		D52 Cover Soil		D53 Cover Soil		D54 Cover Soil		D55 Cover Soil		D56 Cover Soil		D57 Cover Soil		D58 Cover Soil		D59 Cover Soil		D60 Cover Soil		D61 Cover Soil		D62 Cover Soil		D63 Cover Soil		D64 Cover Soil		D65 Cover Soil		D66 Cover Soil		D67 Cover Soil		D68 Cover Soil		D69 Cover Soil		D70 Cover Soil		D71 Cover Soil		D72 Cover Soil		D73 Cover Soil		D74 Cover Soil		D75 Cover Soil		D76 Cover Soil		D77 Cover Soil		D78 Cover Soil		D79 Cover Soil		D80 Cover Soil		D81 Cover Soil		D82 Cover Soil		D83 Cover Soil		D84 Cover Soil		D85 Cover Soil		D86 Cover Soil		D87 Cover Soil		D88 Cover Soil		D89 Cover Soil		D90 Cover Soil		D91 Cover Soil		D92 Cover Soil		D93 Cover Soil		D94 Cover Soil		D95 Cover Soil		D96 Cover Soil		D97 Cover Soil		D98 Cover Soil		D99 Cover Soil		D100 Cover Soil	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100																																																																																								



FINAL PLAT
SUNSET RIDGE
63 RESIDENTIAL LOTS & 2 OPEN SPACE LOTS

LOTS 14, 15, & 16-38, BLOCK A
 LOTS 1-3, BLOCK B
 LOTS 1-9, BLOCK C
 LOTS 1-24, BLOCK D
 LOTS 1-24, BLOCK E
 LOTS 1-15, 162 & 11-31, BLOCK F
 2,857.096 SQUARE FEET
 14,703 SQUARE

\$4,700 ACRES
 77 AC OF LAND SITUATED IN THE JOHN DOON SURVEY, ABSTRACT 1741A AND THE JOHN M. ROSS SURVEY, ABSTRACT NO. 737 CITY OF ALVARADO, JOHNSON COUNTY, TEXAS

tnp

SURVEYOR

TEALDE WILLS & PERKINS, INC.
225 WINTER CREEK BLVD., SUITE 1000
ALBUQUERQUE, NM 87102
TEL: 505.263.5557 FAX: 505.263.5558

TRIPLE S RECONSTRUCTION, INC.
10194-3871

PROJECT INFORMATION
Project No. SLW 25127
Date February 18, 2022
Drawn By RPS
Scale 1"=100'

OWNER
BLOOMFIELD HOMES, L.P.
2756 Highway 156, Suite 202
Buckner, Texas 76002
817/478-1202

11.

0.547

4516 M. 95.19.06 H

HIGHWAY NO.

RECEIVED
JAN 10 1968

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1000

PLATE 1

Page

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ALVARADO, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 352.471 ACRES, MORE OR LESS, OF LAND LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF ALVARADO IN JOHNSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within the extraterritorial jurisdiction of the City of Alvarado Johnson County, Texas, has petitioned the City of Alvarado, Texas, (the "City"), a General Law Municipality, for annexation of said property, more particularly described herein (the "subject property"), into the corporate limits of the City; and

WHEREAS, the subject property is adjacent to the corporate limits of the City and the owner(s) has made application for annexation; and

WHEREAS, after review and consideration of such requests and petition of the owner of the subject property for annexation, the City Council finds that the subject property may be annexed pursuant to §43.0671 of the Texas Local Government Code; and,

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Proceedings. The petition for annexation of the subject property shown in **Exhibit "A"** and the service plan as set forth in the executed Amended and Restated Development Agreement dated October 18, 2021, are hereby accepted:

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

BEGINNING at a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and Lot 3, Block 1, SR20 Addition, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Volume 10, Page 742, Plat Records, Johnson County, Texas, said point being in the west right-of-way line of County Road 607; **THENCE** N 89°12'10" W, along the common line of said Robinson tract, and said Lot 3, Block 1, a distance of 2585.01 feet to a 1/2 inch iron rod with cap stamped "FORTWORTH SURVEYING" found for the common corner of said Robinson tract, and said Lot 3, Block 1;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A public hearing has been set for the date of **April 18, 2022**. Notice of such hearing shall be posted, and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the subject property description contained herein, **Exhibit "A"** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such 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 portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chap.551, Tex. Gov't. Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Alvarado, Texas, on this the ____ day of _____ 2022.

ATTEST:

THE CITY OF ALVARADO, TEXAS

Debbie Thomas, City Secretary

Jacob Wheat, Mayor

Exhibit "A"

PETITION FOR ANNEXATION

VOLUNTARY PETITION FOR ANNEXATION
TO THE CITY OF ALVARADO, TEXAS

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This Voluntary Petition for the Annexation of an area within the extraterritorial jurisdiction of the City of Alvarado, Texas (the "City") is submitted by Alvarado 429 Partners, LLC, a Texas limited liability company, and GRBK Edgewood LLC, a Texas limited liability company (collectively, the "Landowner").

SECTION 1. The undersigned Landowner owns approximately 352.471 acres of real property, (the "Property") located wholly within the extraterritorial jurisdiction (the "ETJ") of the City and not within the ETJ or corporate limit of any other City or city, which property is described by metes and bounds on **Exhibit A** attached hereto, depicted on **Exhibit B** attached hereto, and made a part hereof for all purposes. The Landowner is the sole owner of the Property. The Property has no residents.

SECTION 2. The City is a general law municipality of the State of Texas, located in Johnson County.

SECTION 3. The Landowner hereby petitions the City Council of the City to annex the Property into the corporate limits of the City pursuant to Section 43.0671 of the Texas Local Government Code, as amended.

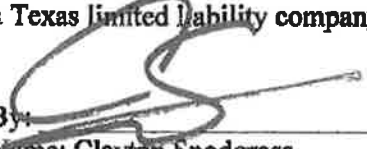
SECTION 4. Pursuant to Section 43.0671 of the Texas Local Government Code, as amended, the City may annex an area if each owner of land in the area requests the annexation.

RESPECTFULLY SUBMITTED this 21st day of October, 2021.

[signature page to follow]

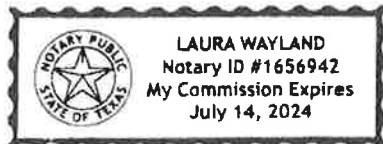
LANDOWNER(S):

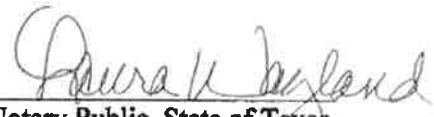
ALVARADO 429 PARTNERS, LLC,
a Texas limited liability company

By: 
Name: Clayton Snodgrass
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 21 day of October, 2021 by Clayton Snodgrass, Manager of Alvarado 429 Partners, LLC, a Texas limited liability company, on behalf of said entity.




Notary Public, State of Texas

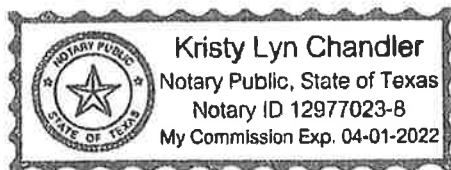
[Signature Page of Voluntary Annexation Petition]

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: 
Name: Bobby Samuel
Its: Vice President

STATE OF TEXAS §
 §
COUNTY OF Collin §

This instrument was acknowledged before me on the 19 day of October, 2021 by Bobby Samuel, Vice President of GRBK EDGEWOOD LLC, a Texas limited liability company, on behalf of said entity.




Notary Public, State of Texas

[Signature Page of Voluntary Annexation Petition]

EXHIBIT A

Metes and Bounds and Depiction of Property

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

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

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

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

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

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

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

THENCE N 00°19'20" E, along the common line of said Robinson tract, and said Franklin tract, a

distance of 955.48 feet to point for corner;

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

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

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

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

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

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

EXHIBIT B
Depiction of Property

**CITY OF ALVARADO
SENIOR CITIZEN AND COMMUNITY CENTER
RENTAL APPLICATION**

201 E. College St. Alvarado, Texas 76009
(817) 783-8481

Today's Date: _____

Requested Date: _____

Start Time: _____ End Time: _____

Applicant's Name: _____

Organization's Name (If any): _____

Applicant's Physical Address: _____

Applicant's Mailing Address for Refund:

Daytime Telephone: _____

Evening Telephone: _____

What type of function or event will be held:

Please tell us if there is anything unusual or unique about this event that is not covered by the above:

IMPORTANT NOTICE:

Security Deposit for Damage/Cleaning/Lost key: \$150.00 per event

Rental Fee for up to Four Hours:

(1)	Great Room	\$150.00
(2)	Dining Room	\$75.00
(3)	Kitchen	\$50.00
(4)	Great Room, Kitchen, and Dining Room	\$175.00

Rental Fee Per Hour for Additional Hours:

(1)	Great Room	\$25.00
(2)	Dining Room	\$20.00
(3)	Kitchen	\$20.00
(4)	Great Room, Kitchen, and Dining Room	\$25.00

All fees must be paid in full to the City, during City operating hours, at least forty-eight (48) hours prior to date of reservation. If fees are not paid in full at least forty-eight (48) hours prior to date of reservation, the reservation will be subject to cancellation. Additionally, the City of Alvarado reserves the right to cancel a reservation at any time.

I, _____, **ACKNOWLEDGE THAT I HAVE READ THE RENTAL AGREEMENT & RULES GOVERNING THE USE AND CARE OF THE SENIOR CITIZEN AND COMMUNITY CENTER, AND SURROUNDING AREAS, AND AGREE TO ABIDE BY THE PROVISIONS THEREIN. THE CITY RESERVES THE RIGHT TO REFUSE RENTAL TO ANY PERSON OR PARTY DEEMED TO HAVE BEEN IN VIOLATION OF THE AGREEMENT & RULES. ADDITIONALLY, ANY PERSON OR PARTY DEEMED TO BE IN VIOLATION MAY BE ASKED TO LEAVE THE SENIOR CITIZEN AND COMMUNITY CENTER, AND SURROUNDING AREA AT ANY TIME BY CITY OFFICIALS.**

Applicant's Signature _____ Date _____

Amount of Deposit Paid \$ _____ Date Paid _____

Amount of Rental Fee Paid \$ _____ Date Paid _____

Amount of Security Deposit Refunded: \$ _____ Date Refunded _____

ALVARADO SENIOR CITIZEN AND COMMUNITY CENTER RENTAL AGREEMENT AND RULES

These are the general rules governing the use of the Senior Citizen and Community Center "Center" and each Applicant is required to signify their understanding of the rules and their agreement to these conditions for using the Center by signing this rental agreement.

1. Use of the Center will be regulated by the rules contained herein.
2. The City reserves the right to refuse rental of the Center to any person or organization deemed not in the best interest of the City.
3. Applications for use of the Center will be processed and reserved on a First Come/First Serve basis. Conflicts will be resolved by the City Manager or his or her designee. The City reserves the right to cancel or reschedule a reservation expressly for the holding of a special activity instrumental in meeting the community's needs.
4. The Center will be available to Applicant thirty (30) minutes prior to and thirty (30) minutes after Applicant's reservation time, free of charge for inspection and clean up.
5. Applicant agrees that neither Applicant nor Applicant's invitees or guests will make any permanent alterations to the Center and that Applicant will keep the Center and restrooms clean. Applicant further agrees to ensure all trash and debris in and around the Center and restrooms are placed in appropriate containers and will clean the Center after use to the same condition as existed prior to Applicants' use.
6. The following is a list of items required to be completed and inspected prior to the processing of Applicant's deposit refund:
 - A. Ensure there are no decorations hanging from lights or walls.
 - B. Remove all tape, string, or ribbons from building.
 - C. Floor should be swept clean, and appearance around building should be clean.
 - D. All trash is put in appropriate receptacles.
 - E. Restrooms should be cleaned, checked to ensure no water is running and that lights are turned off.

7. Applicant will be responsible for all damages to the Center caused or created during or due to Applicant's use. Any damages other than an Act of God to the Center will result in loss of deposit, replacement or repair cost or legal action. At the City's discretion, damages resulting from the activity may be repaired by the City, and the renter will be liable for the cost of such repairs. The City reserves the right to require Applicant to repair any damages at the Applicant's sole cost.
8. The City will not provide any food, beverages, serving utensils, cookware, or other property. Any event subject to health inspections per the City Ordinances are the Applicant's responsibility to obtain through proper protocol.
9. The City reserves the right to revoke any reservation for the use of the Center, including once a use has commenced, without notice if the City staff determines, in its sole discretion, that use of the Center at the reserved time or any proposed or planned activity endangers the health, welfare, or safety of the public, participants, or those in attendance. The City also reserves the right to revoke any reservation for the use of the Center if the City staff determines, in its sole discretion, that the use or the participants are causing, or are likely to cause, damage to the Center, restroom or surrounding premises, unduly annoy nearby residents or violate any applicable law, statute or regulation.
10. Any accidents or injuries occurring during the use of the Center, regardless of the severity, shall be reported to the City.
11. Smoking is not permitted inside the Center, including the restrooms.
12. Alcohol is not permitted on the premises.
13. Applicant agrees that Applicant shall comply with and enforce all posted facility signage and shall take reasonable steps to notify Applicant's invitees and guests that compliance with such signage is required, including on such matters including, but not limited to: illegal parking, animal violations, alcoholic beverage violations, and disorderly conduct. Applicant shall immediately report any violations observed and not immediately corrected to the Alvarado Police Department.
14. Applicant's deposit may be returned upon Applicant's request (5) days after the date of reservation upon inspection of the Center and compliance with this Agreement and all applicable Rules.

I have read and understand the above document(s) and agree to abide by these rules and regulations and its conditions. I also understand that, if I disobey any rule or regulation and if I do not call for the inspection that I will forfeit my deposit.

Applicant Signature _____ Date _____

Applicant Phone Number _____

Center Representative _____ Date _____

**CERTIFICATION OF UNOPPOSED CANDIDATES FOR
OTHER POLITICAL SUBDIVISIONS (NOT COUNTY)
CERTIFICACIÓN DE CANDIDATOS ÚNICOS
PARA OTRAS SUBDIVISIONES POLITICAS (NO EL CONDADO)**

To: Presiding Officer of Governing Body
Al: Presidente de la entidad gobernante

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on May 7, 2022

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 7 de Mayo 2022

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) Cargo(s)

Mayor
Councilperson Ward I
Councilperson Ward II
Councilperson Ward III
Councilperson Ward III

Candidate(s) Candidato(s)

Jacob Wheat
Michael Bennett
Lydia Moon
Kevin Thomas
Scott Arthur (unexpired term)


Signature (Firma)

Debbie Thomas
Printed name (Nombre en letra de molde)

City Secretary
Title (Puesto)

March 21, 2022
Date of signing (Fecha de firma)



(Seal) (sello)

See reverse side for instructions
(Instrucciones en el reverso)

**ORDER OF CANCELLATION
ORDEN DE CANCELACION**

The City Council of the City of Alvarado, Texas hereby cancels the election scheduled to be held on May 7 2022 in accordance with Section 2.053 (a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

El City Council of the City of Alvarado, Texas por la presente cancela la eleccion que, de lo contrario, se hubiera celebrado el 7 de Mayo, 2022 de conformidad, con la Seccion 2.053(a) delCodigo de Elecciones de Texas. Los siguientes candidates han sido certificados como candidates unicos y por la presente quedan elegidos como se haya indicado a continuacion:

Candidate (Candidato)	Office Sought (Cargo al que presenta candidatura)
Jacob Wheat	Mayor
Michael Bennett	City Councilperson Ward I
Lydia Moon	City Councilperson Ward II
Kevin Thomas	City Councilperson Ward III
Scott Arthur	City Councilperson Ward III

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

El Dia de las Elecciones se exhibira una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la eleccion.


Debbie Thomas, City Secretary

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
JOHNSON COUNTY
CITY OF ALVARADO

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

1. The Council convened in a regular meeting on March 21, 2022, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Council, to wit:

Jacob Wheat, Mayor
Michael Bennett, Councilmember
Cherry Bryant, Councilmember
Kevin Thomas, Councilmember

Lydia Moon, Mayor Pro Tem
Beverly Short, Councilmember
Scott Arthur, Councilmember

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, ACCEPTING FOR FILING A LANDOWNER PETITION FOR THE ADDITION OF LAND TO A PUBLIC IMPROVEMENT DISTRICT AND CALLING A PUBLIC HEARING

was duly introduced for the consideration of said Council. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried, with all members of said Council shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been duly recorded in said Council's minutes of said meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Council's minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Council as indicated therein; that each of the officers and members of said Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that said Resolution would be introduced and considered for passage 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 the Texas Government Code, Chapter 551.

3. The City Council has approved and hereby approves the Resolution; and the Mayor and City Secretary hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED ON MARCH 21, 2022.

Debbie Thomas
City Secretary

Jacob Wheat
Mayor

(CITY SEAL)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, ACCEPTING FOR FILING A LANDOWNER PETITION FOR THE ADDITION OF LAND TO A PUBLIC IMPROVEMENT DISTRICT AND CALLING A PUBLIC HEARING (March 21, 2022)

CITY OF ALVARADO, TEXAS
RESOLUTION NO. 2022-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO,
TEXAS, ACCEPTING FOR FILING A LANDOWNER PETITION FOR THE
ADDITION OF LAND TO A PUBLIC IMPROVEMENT DISTRICT AND
CALLING A PUBLIC HEARING

WHEREAS, Chapter 372 of the Texas Local Government Code (the “*Act*”) authorizes the creation of public improvement districts; and

WHEREAS, the City has previously created Lone Oak Public Improvement District (the “*District*”) pursuant to a resolution approved on October 18, 2021 (the “*Creation Resolution*”);

WHEREAS, on the owners certain real property (the “*Additional Land*”) delivered to the City of Alvarado, Texas a petition (the “*Petition*”), which is attached as ***Exhibit A*** meeting the requirements of the Act and indicating: (i) the owners of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owners of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the Additional Land and more than fifty percent (50%) of all record owners of property liable for assessment within the Additional Land have executed the Petition requesting the addition of such Additional Land to the District; and

WHEREAS, the Act states that a Petition to include land in a public improvement district is sufficient if signed by owners of more than fifty percent (50%) of the taxable real property, according to appraised value, and either of the following: more than fifty percent (50%) of the area of all taxable real property liable for assessment under the proposal, or more than fifty percent (50%) of all record owners of property liable for assessment; and

WHEREAS, the Act further requires that prior to the adoption of the resolution determining the boundaries of the District, the City Council must hold a public hearing on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the method of assessment, and the apportionment, if any, of the costs between the District and the City.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. City staff reviewed the Petition and determined that it complied with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

Section 3. The City Council calls a public hearing to be scheduled at or after 7:00 p.m. on April 18, 2022 to be held at Alvarado City Hall, 104 West College Street, Alvarado, Texas 76009 on the advisability of the improvements, the nature of the improvements contemplated, the estimated costs of the improvements, the addition of land and the boundaries of the District, the

method of assessment, and the apportionment, if any, of the costs between the District and the City. Attached hereto as ***Exhibit B*** is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District and the Additional Land, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the addition of the Additional Land to the District.

Section 4. The Public Hearing may be adjourned from time to time. Upon the closing of the Public Hearing, the City Council may consider the adoption of a resolution adding the Additional Land to the District or may defer the adoption of such a resolution for up to six months. The addition of the Additional Land to the District is within the sole discretion of the City Council.

Section 5. The City Council hereby authorizes and directs the City Secretary to: (a) publish notice of the public hearing in a newspaper of general circulation in the City; and (b) mail notice of the public hearing to the owners of the Additional Land as reflected on the tax rolls.

Section 6. This Resolution shall become effective immediately from and after it is passed and approved.

Exhibit A

[Landowner Petition]

**PETITION FOR THE ADDITION OF LAND TO A PUBLIC IMPROVEMENT
DISTRICT WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF
ALVARADO, TEXAS FOR THE LONE OAK PUBLIC IMPROVEMENT DISTRICT**

This petition (“Petition”) is submitted and filed with the City Secretary of the City of Alvarado, Texas (“City”), by Alvarado 429 Partners LLC, a Texas limited liability company, and GRBK Edgewood LLC, a Texas limited liability company (collectively, the “Petitioner”), owners of one hundred percent (100%) of the real property located within the Additional Property, as hereinafter defined. Acting pursuant to the provisions of Chapter 372.012, Texas Local Government Code, as amended (the “Act”), the Petitioner requests that the City expand the boundaries of the Lone Oak Public Improvement District created by the City pursuant to a creation resolution on October 18, 2021 (the “District”), to add approximately 76.93 acres of land located within the extraterritorial jurisdiction of the City and owned by the Petitioner, more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the “Additional Property”) and add it to the existing District referenced in the October 18, 2021 Creation Resolution (the “Creation Resolution”) , (the “District Property”). In support of this Petition, the Petitioner presents the following:

Section 1. General Nature of the Authorized Improvements.

The general nature of the proposed public improvements for the Additional Property (collectively, the “Authorized Improvements”) may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements.

The estimated cost to design, acquire, and construct the Authorized Improvements on the Additional Property, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of

the District, will not increase the District's Authorized Improvement cost which was \$42,000,000.00 and determined by the City under the original Lone Oak Public Improvement District Creation Resolution. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners, including funds from a Tax Increment Financing Zone, if any.

Section 3. The Petitioner Requests Adding the Additional Property to the District Property.

The Petitioner requests that the Additional Property be added to the District Property. The person(s) signing this Petition is duly authorized, and has the authority to execute and deliver the Petition.

Section 4. Boundaries of the Proposed District. The District created on October 18, 2021 included approximately 352.471 acres of land pursuant to the Creation Resolution. The Petitioner requests that the Additional Property, which is approximately 76.93 acres as depicted on Exhibit A and B, be added to the District Property. Once the expansion is approved, the District will include approximately 429.401 total acres, as depicted on **Exhibit C**.

Section 5. Proposed Method of Assessment.

The City shall levy assessments on each parcel within the Additional Property added to the District Property in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 6. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements within the Additional Property, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 7. Management of the District.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

This Petition has been signed by (1) the owners of taxable real property, within the boundaries of the Additional Property, representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property, within the boundaries of the Additional Property, liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

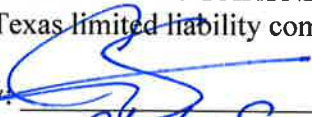
This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of adding the Additional Property to the District Property by the City Council of the City as herein provided. The Petitioner requests that the City Council of the City call a public hearing on the addition of the Additional Property to the District Property, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

[signatures on following page]

RESPECTFULLY SUBMITTED, on this the 11th day of March, 2022.

Petitioner(s):

ALVARADO 429 PARTNERS LLC,
a Texas limited liability company

By: 

Name: Clayton Snodgrass

Title: Manager

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

RESPECTFULLY SUBMITTED, on this the 11th day of March, 2022.

Petitioner(s):

ALVARADO 429 PARTNERS LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: 
Name: Brian Hunnicutt
Title: Authorized Signer

EXHIBIT A

Metes and Bounds Description of Additional Property

LEGAL DESCRIPTION

BEING a 4.201 acre tract of land situated in the James B. Conger Survey, Abstract Number 150, in Johnson County, Texas, being a part of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north line of said Robinson tract, said point also being in the approximate centerline of County Road 508,

THENCE North 60 degrees 07 minutes 21 seconds East, 269.38 feet to a point for corner;

THENCE Southwesterly, 1,309.79 feet along a curve to the right having a central angle of 28 degrees 46 minutes 51 seconds, a radius of 2,607.48 feet, a tangent of 669.02 feet and whose chord bears South 03 degrees 24 minutes 12 seconds West, 1,296.07 feet to a point for corner;

THENCE North 00 degrees 19 minutes 20 seconds East, 414.74 feet to a point for corner;

THENCE North 12 degrees 02 minutes 50 seconds West, 761.63 feet to the POINT OF BEGINNING and containing 183,015 square feet or 4.201 acres of land.

LEGAL DESCRIPTION

BEING a 47.131 acre tract of land situated in the James B. Conger Survey, Abstract Number 150, and the George S. McIntosh Survey, Abstract Number 625 in Johnson County, Texas, being a part of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north line of said Robinson tract, said point also being in the approximate centerline of County Road 508,

THENCE South 29 degrees 22 minutes 14 seconds East, 1,302.98 feet along the north line of said Robinson tract to a point for corner;

THENCE Southwesterly, 1,997.66 feet along a curve to the left having a central angle of 43 degrees 22 minutes 08 seconds, a radius of 2,639.15 feet, a tangent of 1,049.42 feet and whose chord bears South 42 degrees 42 minutes 11 seconds West, 1,950.31 feet to a point for corner;

THENCE North 89 degrees 38 minutes 40 seconds West, 223.25 feet to a point for corner in the west line of said Robinson tract;

THENCE North 00 degrees 19 minutes 20 seconds East, 799.35 feet along the west line of said Robinson tract to a point for corner;

THENCE Northeasterly, 1,309.79 feet along a curve to the left having a central angle of 28 degrees 46 minutes 51 seconds, a radius of 2,607.48 feet, a tangent of 669.02 feet and whose chord bears North 03 degrees 24 minutes 12 seconds East, 1,296.07 feet to a point for corner in the north line of said Robinson tract;

THENCE North 60 degrees 07 minutes 21 seconds East, 951.98 feet along the north line of said Robinson tract to the POINT OF BEGINNING and containing 2,053,031 square feet or 47.131 acres of land.

LEGAL DESCRIPTION

BEING a 25.598 acre tract of land situated in the James B. Conger Survey, Abstract Number 150 and the James Nicholson Survey, Abstract Number 1079, Johnson County, Texas, being a part of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the common corner of said Robinson tract and Block 1, Sage Meadows, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Cabinet B, Slide 279, Plat Records, Johnson County, Texas;

THENCE South 04 degrees 15 minutes 09seconds West, 647.86 feet along the common line of said Robinson tract, and said Block 1 to a point for the common corner of said Robinson tract, and said Block 1;

THENCE North 86 degrees 29 minutes 36 seconds West, 257.82 feet along the common line of said Robinson tract, and said Block 1 to a point for the common corner of said Robinson tract, and said Block 1;

THENCE South 04 degrees 30 minutes 31 seconds West, 584.70 feet along the common line of said Robinson tract to a point for corner;

THENCE Southwesterly, 481.79 feet along a curve to the left having a central angle of 10 degrees 33 minutes 00 seconds, a radius of 2,616.53 feet, a tangent of 241.58 feet and whose chord bears South 64 degrees 13 minutes 36 seconds West, 481.11 feet to a point for corner;

THENCE Northwesterly, 1,188.71 feet along a curve to the left having a central angle of 25 degrees 48 minutes 24 seconds, a radius of 2,639.15 feet, a tangent of 604.61 feet and whose chord bears North 73 degrees 23 minutes 53 seconds West, 1,178.68 feet to a point for corner in the north line of said Robinson tract;

THENCE along the north line of said Robinson tract as follows:

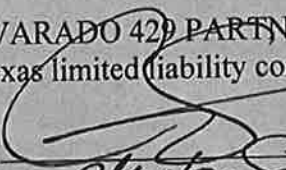
North 60 degrees 23 minutes 20 seconds East, 616.28 feet to a point for corner;

North 60 degrees 27 minutes 35 seconds East, 1,584.29 feet to the POINT OF BEGINNING and containing 1,115,047 square feet or 25.598 acres of land.

RESPECTFULLY SUBMITTED, on this the _____ day of March, 2022.

Petitioner(s):

ALVARADO 429 PARTNERS LLC,
a Texas limited liability company

By: 
Name: Clayton Snodgrass
Title: Manager

GRBK EDGEWOOD LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

RESPECTFULLY SUBMITTED, on this the _____ day of March, 2022.

Petitioner(s):

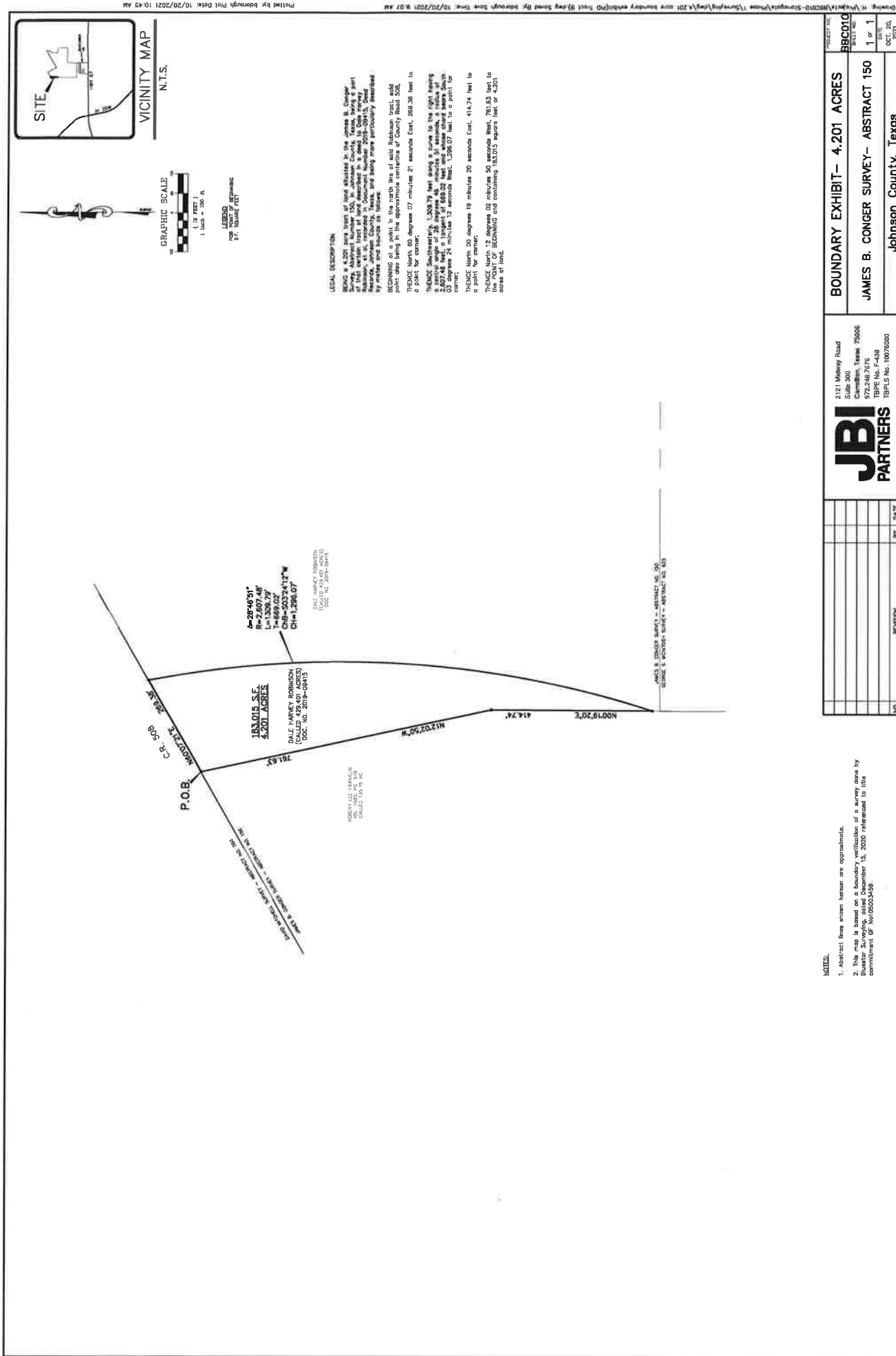
ALVARADO 429 PARTNERS LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

GRBK EDGEWOOD LLC,
a Texas limited liability company

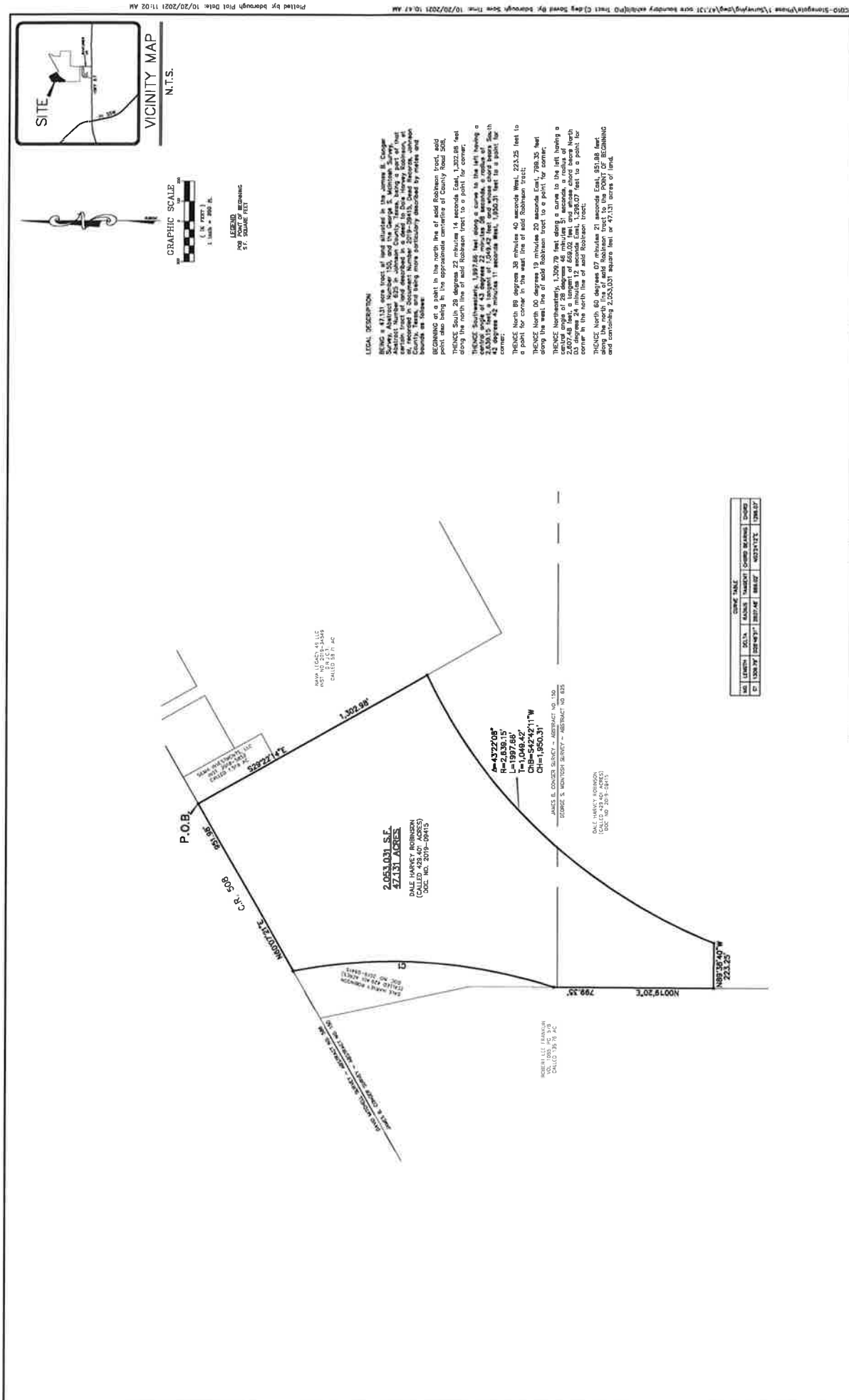
By: 
Name: Brian Huppigatt
Title: Authorized Signer

EXHIBIT B
Additional Property Depictions



NOTES: 1. Abstract lines shown herein are approximate. 2. This map is based on a boundary verification of a survey done by Bluestar Surveying, dated December 15, 2020 referenced to this commitment of No.05003499.		JBI PARTNERS		2121 Midway Road Suite 200 Carmichael, Texas 75006 572-242-7676 TBPE No. F-438 TBPLS No. 10076000		PROJECT NO. BBOC10	
				BOUNDARY EXHIBIT- 4.201 ACRES		SHEET NO. 1 of 1	
				JAMES B. CONGER SURVEY- ABSTRACT 150		DATE OCT. 20, 2021	
				Johnson County, Texas			
NO.		REVISION		BY		DATE	

NOTES:
1. Abstract lines shown herein are approximate.
2. This map is based on a boundary verification of a survey done by Bluestar Surveying, dated December 15, 2020 referenced to this commitment of No. 0500249.



2121 Midway Road
Dallas, Texas 75066
972.248.7676
TBRF No. F-438
TBRPLS No. 10076800

JBI
PARTNERS

BOUNDARY EXHIBIT- 47.131 ACRES

JAMES B. CONGER SURVEY- ABSTRACT 150

GEORGE S. MCINTOSH SURVEY- ABSTRACT 625

1 of 1

OCT. 20, 2021

NO.

REVISION

BY

DATE

NOTES:

1. Abstract lines shown hereon are approximate.

2. This map is based on a boundary verification of a survey done by Blanton Surveying, dated December 15, 2020 referenced to title commitment of 1012503459.

EXHIBIT C

Property Depiction of Lone Oak PID

Exhibit B

NOTICE OF PUBLIC HEARING REGARDING THE ADDITION OF LAND TO THE LONE OAK PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended, notice is hereby given that the City Council of the City of Alvarado, Texas (the "*City*"), will hold a public hearing to accept public comments and discuss the petition (the "*Petition*"), filed by GRBK Edgewood LLC (collectively, the "*Petitioner*"), requesting that the City add land ("*Property*") to the Lone Oak Public Improvement District (the "*District*") to include property owned by the Petitioner located entirely within the extraterritorial jurisdiction of the City.

Time and Place of Public Hearing. The public hearing will start at or after 7:00 P.M. April 18, 2022 in the regular meeting place of the City Council in the Council Chamber at Alvarado City Hall, 104 West College Street, Alvarado, Texas 76009.

General Nature of the Proposed Authorized Improvements. The purposes of the addition of the Property to the District include the design, acquisition and construction of those improvements for which the District was created and identified in the resolution creating the District (the "*Initial Improvements*"), adopted by the City Council on October 18, 2021 (the "*Creation Resolution*") and additional improvements including the design, acquisition, and construction of public improvement projects authorized by Chapter 372, Texas Local Government Code (the "*Act*") that are necessary for development of the District and the Property, which public improvements will include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (vi) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District and (ix) payment of costs associated with developing and financing the public improvements listed above, as well as the costs of issuance, reserve funds, capitalized interest or credit enhancement of bonds issued for the purposes described above (collectively, the "*Additional Improvements*" and, together with the Initial Improvements, the "*Authorized Improvements*"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is \$42,000,000.

Proposed District Boundaries. The additional Property District is proposed to include approximately 76.93 acres of land as described by metes and bounds hereto as EXHIBIT A.

Proposed Method of Assessment. The City shall levy an assessment on each parcel within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest) or may be paid in annual installments (including interest and debt). The installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire the indebtedness on the Authorized Improvements.

Proposed Apportionment of Cost between the District and City. The City will not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Petitioner.

EXHIBIT A TO NOTICE OF PUBLIC HEARING REGARDING
THE ADDITION OF LAND TO THE LONE OAK PUBLIC IMPROVEMENT DISTRICT

LEGAL DESCRIPTION

BEING a 4.201 acre tract of land situated in the James B. Conger Survey, Abstract Number 150, in Johnson County, Texas, being a part of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north line of said Robinson tract, said point also being in the approximate centerline of County Road 508,

THENCE North 60 degrees 07 minutes 21 seconds East, 269.38 feet to a point for corner;

THENCE Southwesterly, 1,309.79 feet along a curve to the right having a central angle of 28 degrees 46 minutes 51 seconds, a radius of 2,607.48 feet, a tangent of 669.02 feet and whose chord bears South 03 degrees 24 minutes 12 seconds West, 1,296.07 feet to a point for corner;

THENCE North 00 degrees 19 minutes 20 seconds East, 414.74 feet to a point for corner;

THENCE North 12 degrees 02 minutes 50 seconds West, 761.63 feet to the POINT OF BEGINNING and containing 183,015 square feet or 4.201 acres of land.

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BEING a 47.131 acre tract of land situated in the James B. Conger Survey, Abstract Number 150, and the George S. McIntosh Survey, Abstract Number 625 in Johnson County, Texas, being a part of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the north line of said Robinson tract, said point also being in the approximate centerline of County Road 508,

THENCE South 29 degrees 22 minutes 14 seconds East, 1,302.98 feet along the north line of said Robinson tract to a point for corner;

THENCE Southwesterly, 1,997.66 feet along a curve to the left having a central angle of 43 degrees 22 minutes 08 seconds, a radius of 2,639.15 feet, a tangent of 1,049.42 feet and whose chord bears South 42

degrees 42 minutes 11 seconds West, 1,950.31 feet to a point for corner;

THENCE North 89 degrees 38 minutes 40 seconds West, 223.25 feet to a point for corner in the west line of said Robinson tract;

THENCE North 00 degrees 19 minutes 20 seconds East, 799.35 feet along the west line of said Robinson tract to a point for corner;

THENCE Northeasterly, 1,309.79 feet along a curve to the left having a central angle of 28 degrees 46 minutes 51 seconds, a radius of 2,607.48 feet, a tangent of 669.02 feet and whose chord bears North 03 degrees 24 minutes 12 seconds East, 1,296.07 feet to a point for corner in the north line of said Robinson

tract;

THENCE North 60 degrees 07 minutes 21 seconds East, 951.98 feet along the north line of said Robinson tract to the POINT OF BEGINNING and containing 2,053,031 square feet or 47.131 acres of land.

LEGAL DESCRIPTION

BEING a 25.598 acre tract of land situated in the James B. Conger Survey, Abstract Number 150 and the James Nicholson Survey, Abstract Number 1079, Johnson County, Texas, being a part of that certain tract of land described in a deed to Dale Harvey Robinson, et al, recorded in Document Number 2019-09415, Deed Records, Johnson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the common corner of said Robinson tract and Block 1, Sage Meadows, an addition in the City of Alvarado, Johnson County, Texas, according to the plat thereof recorded in Cabinet B, Slide 279, Plat Records, Johnson County, Texas;

THENCE South 04 degrees 15 minutes 09seconds West, 647.86 feet along the common line of said Robinson tract, and said Block 1 to a point for the common corner of said Robinson tract, and said Block 1;

THENCE North 86 degrees 29 minutes 36 seconds West, 257.82 feet along the common line of said Robinson tract, and said Block 1 to a point for the common corner of said Robinson tract, and said Block 1;

THENCE South 04 degrees 30 minutes 31 seconds West, 584.70 feet along the common line of said Robinson tract to a point for corner;

THENCE Southwesterly, 481.79 feet along a curve to the left having a central angle of 10 degrees 33 minutes 00 seconds, a radius of 2,616.53 feet, a tangent of 241.58 feet and whose chord bears South 64 degrees 13 minutes 36 seconds West, 481.11 feet to a point for corner;

THENCE Northwesterly, 1,188.71 feet along a curve to the left having a central angle of 25 degrees 48 minutes 24 seconds, a radius of 2,639.15 feet, a tangent of 604.61 feet and whose chord bears North 73 degrees 23 minutes 53 seconds West, 1,178.68 feet to a point for corner in the north line of said Robinson tract;

THENCE along the north line of said Robinson tract as follows:

North 60 degrees 23 minutes 20 seconds East, 616.28 feet to a point for corner;

North 60 degrees 27 minutes 35 seconds East, 1,584.29 feet to the POINT OF BEGINNING and containing 1,115,047 square feet or 25.598 acres of land.

DEVELOPMENT AGREEMENT

AMONG

**215/67/ALVARADO, LLC,
a Wyoming limited liability company,**

AND

THE CITY OF ALVARADO, TEXAS

Dated: _____, 2022

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is executed among **215/67/Alvarado, LLC**, a Wyoming limited liability company (the “Developer”), and the **City of Alvarado, Texas** (the “City”) to be effective on the Effective Date (as defined below).

RECITALS

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

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

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

WHEREAS, the Developer is the owner of an approximately 215 acre tract of real property which property is described by metes and bounds in Exhibit A and depicted on Exhibit B (“Property”) and located in the County; and

WHEREAS, the entirety of the Property is located wholly within the extraterritorial jurisdiction (“ETJ”) of the City and not within the ETJ or corporate limits of any other municipality; and

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

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

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

WHEREAS, in consideration of the Developer’s agreements contained herein to accomplish the high-quality development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements (as defined herein), the City intends to create a public improvement district (“PID”) in accordance with Chapter 372 of the Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, the Property shall be developed pursuant to an agreed upon concept plan (the “Concept Plan”), which Concept Plan is attached hereto as Exhibit C, current ordinances of the

City, except as same may be modified by this Agreement, including the development standards set forth in Exhibit D attached to this Agreement (the “Development Standards”), and the terms and conditions of this Agreement, which such development will include, without limitation, Developer’s design, construction, installation and development of the following improvements: (i) the improvements shown on the Open Space and Trail Plan (hereinafter defined) as detailed in Exhibit E attached hereto, and (ii) the Amenity Center (hereinafter defined) as detailed in Exhibit F attached hereto; and

WHEREAS, the homes within the Property built on “Type C lots” shall be built in a substantially similar style as detailed in Exhibit K attached hereto; and

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

WHEREAS, development of the Property will require certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, as shown on the Open Space and Trail Plan; and land for all of the onsite improvements, as shown on Exhibit G attached hereto (collectively, the “Onsite Public Infrastructure”); and

WHEREAS, development of the Property will require certain offsite infrastructure, including offsite water improvements, offsite sewer improvements and offsite roadway improvements, as shown on Exhibit H attached hereto (the “Offsite Public Infrastructure” and, collectively with the Onsite Public Infrastructure, the “Public Infrastructure”); and

WHEREAS, the Developer desires and intends to design, construct and install Public Infrastructure to serve the development of the Property. Public Infrastructure that are constructed and that are eligible for PID reimbursement are considered “Authorized Improvements,” which Authorized Improvements are included in Exhibit G and Exhibit H attached hereto and intended by the Developer to be the same as those described in the Service and Assessment Plan (as defined herein); and

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

WHEREAS, the Developer estimates that the cost of the Authorized Improvements will be \$33,925,287.00, as shown on Exhibit I, and is the proposed maximum amount that Developer will seek to finance and will seek for reimbursement from the PID; and

WHEREAS, in consideration of the Developer’s agreements contained herein, the City agrees to, subject to legislative discretion of the City Council, create a PID to provide financing that will enable the Developer to do the following in accordance with the procedures and requirements of the PID Act: (i) fund a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; and/or (ii) obtain reimbursement for a specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments

from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses; and

WHEREAS, the City, subject to the consent and approval of the City Council, and in accordance with the PID Act, intends to: (i) consider and act upon the creation of a PID encompassing the Property in accordance with the PID Act; (ii) consider adoption of a Service and Assessment Plan; (iii) consider adoption of one or more Assessment Ordinances to pay for a specified portion of the Budgeted Cost or Authorized Improvements Cost of the Authorized Improvements and the costs associated with the administration of the PID and issuance of the PID Bonds; and (iv) consider the issuance of multiple series of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as authorized by the PID Act; and

WHEREAS, prior to the sale of the first series of PID Bonds: (i) the City Council shall have approved and adopted the PID Creation Resolution, a preliminary Service and Assessment Plan, and an Assessment Ordinance (collectively, the “PID Documents”); and (ii) the City shall have reviewed and approved the Home Buyer Disclosure Program in substantially the same form as attached as Exhibit J hereto; and

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

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

Administrative Expenses shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the PID, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the PID and preparing the Assessment Rolls, (iii) computing, levying, collecting, enforcing and transmitting the Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Assessments, (v) investing or depositing the Assessments or other monies, (vi) complying with the PID Act, and (vii) administering the construction of the Authorized Improvements Projects.

Agreement means this Development Agreement.

Amenity Center means the amenity center shown on the Concept Plan attached hereto as **Exhibit C** and further detailed on the Amenity Center exhibit attached hereto as **Exhibit F**.

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

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

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

Authorized Improvements means Public Infrastructure needed to serve and fully develop the Property and to be constructed by the Developer or caused to be constructed by the Developer, as described in **Exhibit G** and **Exhibit H**, and as authorized by Section 372.003 of the PID Act.

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

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

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

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

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

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

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

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

City Council means the City Council of the City.

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

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

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

Developer means Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, responsible for developing the Project and causing the Property to be developed in accordance with this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Offsite Public Infrastructure means certain infrastructure not located within the PID boundaries but that nevertheless confer a public benefit on the PID, including offsite water improvements, offsite sewer improvements and offsite roadway improvements, as shown on **Exhibit H** attached hereto.

Onsite Public Infrastructure means certain infrastructure located within the PID boundaries, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, as shown on the Open Space and Trail Plan; and land for all of the onsite improvements, as shown on **Exhibit G** attached hereto.

Open Space and Trail Plan means the parks, open space, landscaping, and trails shown on the Concept Plan attached hereto as **Exhibit C** and further detailed on the Open Space and Trail Plan attached hereto as **Exhibit E**.

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

PID means a public improvement district to be created by the City for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Alvarado 215 Public Improvement District.

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

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

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

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

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

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

Property means the approximately 215 acres of real property described by metes and bounds on **Exhibit A** and depicted on **Exhibit B**.

Public Infrastructure means all Onsite Public Infrastructure and Offsite Public Infrastructure necessary to serve the full development of the Property.

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

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

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

ARTICLE II **DEVELOPMENT**

2.1 **Scope of Agreement.** This Agreement contemplates a plan for development of the Property in accordance with the City Regulations, except as same may be modified by this Agreement including the Concept Plan, together with future actions by the Parties, that if approved, will establish provisions for the apportionment, levying, and collection of Assessments on the Property within the PID, the construction of the Public Infrastructure, reimbursement, acquisition, ownership and maintenance of the Public Infrastructure, and the issuance of PID Bonds for the financing of the Authorized Improvements benefitting the Property within the PID.

2.2 **Development Overview.**

(a) The Developer will undertake or cause the undertaking of the design, development, and construction of the Development, including the Public Infrastructure and any other public improvements. The Development will consist of the following elements, as generally shown on the Concept Plan attached as **Exhibit C** hereto, the Open Space and Trail Plan attached hereto as **Exhibit E**, and the Amenity Center exhibit attached hereto as **Exhibit F**, which is subject to modifications in accordance with Section 9.2 of this Agreement:

- (i) single family residential homes (detached);
- (ii) pocket parks and open space;
- (iii) minimum of one amenity center site, which will include a pool, children's splash zone, shade structure, bathrooms, and a playground; and
- (iv) ten feet (10') wide decomposed gravel or paved trails throughout the Project.

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

ARTICLE III **PUBLIC IMPROVEMENT DISTRICT**

3.1 **Creation and Levy of Assessments.** The Developer will submit a petition to create the Alvarado 215 Public Improvement District encompassing the Property to the City promptly

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

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

3.3 City PID Fee. A fee in the amount of \$1,000.00 per residential lot (the "City PID Fee") shall be paid, or caused to be paid, by Developer on a phase-by-phase, per lot basis based on the number of residential lots located within the final plat of each phase of the Project. Payment of the full amount of the City PID Fee against a particular phase shall be due and paid by Developer at least one business day prior to delivery of PID Bonds attributable to such phase(s). The City PID Fees received by the City shall be deposited into a separate fund or account of the City and used to fund capital improvements that benefit the Property.

ARTICLE IV

AUTHORIZED IMPROVEMENTS AND PUBLIC INFRASTRUCTURE

4.1 Authorized Improvements. The Budgeted Costs, including Authorized Improvements, are subject to change and shall be updated consistent with the Service and Assessment Plan, and the PID Act. The Authorized Improvements shall be identified and included on each approved site plan and final plat(s) for the Public Infrastructure as each final plat/site plan for each phase of the Property is approved by the City. The Budgeted Costs and/or Authorized Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed in accordance with the PID requirements and in accordance with the City Regulations, as such City Regulations may be varied by the Concept Plan and the Development Standards.

4.2 Construction, Ownership, and Transfer of Public Infrastructure.

(a) Approval of Plats/Plans. Approval of plats, permits, plans designs or specifications by the City shall be in accordance with the City Regulations in effect as of the date of annexation of the Property pursuant to Section 8.1 herein. Approval by the City, the City's engineer or other City employee or representative, of any plats, permits, plans, designs or specifications submitted by the Developer pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineers, employees, officers or agents, for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineers, or engineers' officers, agents, servants or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the City Regulations in effect as of the date of annexation of the Property pursuant to Section 8.1 herein.

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

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

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

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

(f) Public Infrastructure Constructed on the Property. If the Public Infrastructure is on land owned by the City, the City hereby grants to the Developer a temporary easement to enter upon such land for purposes related to construction (and maintenance pending acquisition and

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

4.3 Operation and Maintenance of the Public Infrastructure.

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

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

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

(d) HOA Maintained Infrastructure. The HOA, as applicable, shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, drainage areas, detention areas, and any other related common improvements or appurtenances not maintained and operated by the City, including, but not limited to, the open space and trails depicted on the Open Space and Trail Plan attached hereto as **Exhibit E**.

ARTICLE V **ADDITIONAL DEVELOPER AND CITY OBLIGATIONS**

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

entrances to the residential portions of the Property and right-of-way landscaping, and all other improvements not maintained by the City shall be maintained solely by the HOA. The HOA shall be required to pay ad valorem taxes on any property owned by the HOA.

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

5.3 Retail Sewer Service to the Property. The Parties agree that the City will obtain the certificate of convenience and necessity in order to provide retail sewer service to the Property after creation of the PID, and upon obtaining such certificate of convenience and necessity, the City will provide full retail sewer service to the Property. After the completion of construction and installation of a package wastewater treatment plant for the City, the City, at no cost to the Developer, shall be solely responsible for providing sewer services needed to serve the Development, including the City's obligation to provide pump and haul services to the Property, if necessary.

5.4 Expansion of Wastewater Infrastructure and Wastewater Treatment Plant.

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

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

(c) Within thirty (30) days of the City obtaining the pre-approvals necessary for the Wastewater Projects, the City shall enter into a contract, as applicable, for the Wastewater Projects.

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

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

5.6 Emergency Siren. Developer agrees to install one (1) emergency warning siren, in a mutually agreeable location within the Property, to serve the Property.

5.7 Elementary School Site. Developer agrees to reserve a site not to exceed fifteen (15) acres in size in a mutually agreeable location, to be sold to the school district by separate

agreement between the school district and the Developer. The Parties agree that if an agreement is not reached between the school district and the Developer within two (2) years of the Effective Date of this Agreement, Developer shall no longer be required to reserve a site for the school district's use. If the school district and the Developer come to an agreement within two (2) years of the Effective Date of this Agreement, the Developer agrees that such agreement shall contain provisions stating that construction of a school shall commence within five (5) years and construction of a school shall be completed within seven (7) years of the Effective Date of this Agreement.

5.8 Fire Station Site. Developer agrees to reserve a site not to exceed three (3) acres in size in the location depicted on the Concept Plan attached hereto as **Exhibit C** from which fire protection services can be provided by the City (the "Fire Station Site"). The Parties agree that if the City has not finalized plans for development of the Fire Station Site upon the expiration of five (5) years from the Effective Date of this Agreement, the Developer shall no longer be required to reserve the Fire Station Site for the City's use.

5.9 Open Space and Trail Plan. The Parties agree that the trails detailed on the Open Space and Trail Plan shall consist of ten feet (10') wide native or paved trails and widened sidewalks to connect various open spaces. The Parties further agree that the parks and open space detailed on the Open Space and Trail Plan shall include a minimum of three (3) of the following amenities:

- (a) Outdoor fitness equipment;
- (b) Benches/seating;
- (c) Trash cans;
- (d) Dog park;
- (e) Playground(s);
- (f) Frisbee golf course; and
- (g) Pergola.

5.10 Amenity Center. The Parties agree that the Amenity Center detailed on **Exhibit F** shall include the following amenities:

- (a) One (1) pool;
- (b) Children's splash pad(s);
- (c) Fire pit(s), grill(s), and seating areas;
- (d) Playground(s);
- (e) Open air shade structure(s); and

- (f) Open air restroom(s).

ARTICLE VI **PID BONDS**

6.1 PID Bonds.

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

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

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

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvements to be financed and that there is sufficient security for the PID Bonds to be creditworthy. The tax equivalent assessment rate for the assessment levy shall be \$0.55 per \$100 of taxable assessed valuation at the time of issuance of each series of PID Bonds.

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

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

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

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

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

6.2 Non-Bank Qualified Debt.

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

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

shall not be paid any reimbursement amounts under any Reimbursement Agreement(s) related to the PID or the Project until such payment is made in full.

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

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

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

debt issued on behalf of the Developer in such calendar year by the total bond proceeds from any debt issued by the City pursuant to the PID Act for the benefit of all developers (including the Developer) in such calendar year.

ARTICLE VII

PAYMENT OF AUTHORIZED IMPROVEMENTS

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

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

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

7.4 Remainder of Funds in the Improvement Account and Developer Improvement Account of the Project Fund. If funds remain in the Improvement Account of the Project Fund created under the Bond Indenture after the completion of all Authorized Improvements and the payment of all Authorized Improvement Costs as provided for in the Bond Indenture, then such funds thereafter shall be the exclusive property of the City and shall be used by the City as provided

for in the Service and Assessment Plan, the Bond Indenture, or any other applicable use to the Property as provided by law. If funds remain in the Developer Improvement Account of the Project Fund after completion of all Authorized Improvements and payment of all Authorized Improvements Costs as provided in the Bond Indenture, then such funds shall be returned to the Developer.

7.5 Payment Process for Authorized Improvements.

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

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

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

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

ARTICLE VIII
ANNEXATION; ZONING; DISANNEXATION

8.1 Annexation. This Agreement constitutes the consent of Developer to the City's full purpose annexation of the Property, subject to the conditions set forth in this Agreement. Within ten (10) days after the recordation of this Agreement in the Real Property Records of Johnson County, the Developer agrees to submit a voluntary annexation petition for the Property. The Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property in compliance with Subchapter C-3, Chapter 43, Texas Local Government Code. Currently, the City provides no service other than plat review for the Property. In addition to the infrastructure and utility service described in this Agreement, upon annexation of the Property, the City will provide the same police and fire services available to other citizens of the City. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, the Developer shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Prior to annexation of the Property, the City shall have considered this agreement, shall have submitted to the Developer, and the Developer shall review and approve, and this annexation service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and the Developer. The Developer acknowledges and agrees that this Section 8.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID. Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist, the City shall initiate annexation proceedings following the receipt of the petition for voluntary annexation of the Property pursuant to this Section 8.1. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement of the City's authority to annex the Property.

8.2 Zoning of the Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 8.1 of this Agreement, the Parties agree that the Concept Plan, the Development Standards, and the applicable provisions of this Agreement memorialize the plan for development of the Property annexed into the City as provided for in Section 212.172 of the Texas Local Government Code. The City shall consider zoning the Property as a planned development district consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement immediately following the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Section 8.2. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. Nothing in this Section is intended to constitute a delegation or contracting away of the governmental authority of the City to zone, or to determine appropriate zoning, and the City reserves the right, at all times, to control the zoning process for all property that is to be zoned as a planned development district.

8.3 Disannexation of the Property. Subject to the request of the landowner(s), the City agrees to disannex the Property from the City's corporate limits if the City fails to enter into a contract, within the time constraints provided in the Cost-Sharing Agreement referenced herein, for the Wastewater Projects.

ARTICLE IX DEVELOPMENT

9.1 Full Compliance with City Regulations. Development of the Property shall be subject to the City Regulations in effect as of the date of annexation of the Property pursuant to Section 8.1 herein and the Development Standards attached hereto as Exhibit D, including, but not limited to, the following standards:

(a) **Development Standards:** All plans and development standards contained in the City of Alvarado Development Code, as applicable to the SF-2 Single Family Residential District, shall be met and strictly adhered to in the development of the Property, unless otherwise specifically stated below:

- (i) **Lot size:** The minimum lot size shall be 4,400 square feet. No more than sixty five percent (65%) of all lots in the district may have a lot width of less than fifty (50) feet. Maximum density shall be six (6) dwelling units per acre.
- (ii) **Lot width:** Forty (40) feet minimum lot width.
- (iii) **Lot depth:** One hundred ten (110) feet minimum lot depth.
- (iv) **Front yard:** Twenty (20) feet minimum front yard.
- (v) **Rear yard:** Ten (10) feet minimum rear yard.
- (vi) **Side yard:** Five (5) feet for side yard; ten (10) feet for end-of-block lots; and fifteen (15) feet for key corner lots.
- (vii) **Lot coverage:** Sixty percent (60%) maximum lot coverage for main building; seventy five percent (75%) for main building and any accessory buildings, driveway and parking areas combined.
- (viii) **Garage parking:** Each single-family unit shall have a minimum two (2) car garage constructed of same materials and attached to the main dwelling unit. Paved driveway shall have a minimum length of twenty-five (25) feet as measured from the street right of way line.
- (ix) **Front entrance:** All homes shall have a minimum of one (1) front standard swinging human sized door entrance, not including the garage door.

(b) **Area Regulations:** General area regulations for residential uses are set forth in the table below, which contains the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Lot Type	Min. Lot Size (Sq. ft)	Max. Height (ft)	Min. Side Yard (ft)	Min. Side Yard at Corner (ft)	Min. Rear Yard (ft)	Min. Front Yard (ft)	Min. Lot Width (ft)	Min. Lot Depth (ft)	Min. Structure Size (Sq. ft)	Max. Lot Coverage (4)
						(3), (5)	(1), (2)	(6)		

A	5,500	40	5	10	10	20	50	110	1,450	60%
B	4,950	40	5	10	10	20	45	110	1,350	60%
C	4,400	40	5	10	10	20	40	110	1,200	60%

1. Lot widths shall be measured along the arc of the front building line.
2. Lot width may be reduced by twenty percent (20%) for lots fronting cul-de-sacs, eyebrows, and inside curves. The minimum lot width is measured at the platted front yard setback.
3. Where porches are provided, they shall be permitted to encroach a maximum of five (5) feet into the front setback line.
4. Lot coverage is defined as the footprint of the primary residential structure, excluding, without limitation, patios (covered or uncovered), pools, driveways, sidewalks, and other improvements which are not part of an enclosed building.
5. For lot types A, B and C, the garage setback shall be twenty (20) feet from the front property line.
6. Lot depths on cul-de-sacs and/or knuckles may be reduced to one hundred (100) feet.

9.2 Concept Plan. The Parties agree the Concept Plan attached hereto as **Exhibit C** was created by the Developer for illustrating the boundary, lot mix and general layout of the project. The City hereby agrees that changes in the location of the various types of land uses and changes in types of residential uses are allowed, including lot sizes, as long as the overall density is not increased by more than ten percent (10%). Any amendment to the Concept Plan pursuant to the City's zoning process, platting process, and/or site plan process shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become part of this Agreement. The City Manager may administratively approve any amendments to the Concept Plan that the City Manager deems in his or her reasonable discretion to be minor in nature

9.3 Single-family Homes and Other Buildings. All single-family homes and other buildings constructed within the Property shall comply with the City's building codes. The City shall review construction plans, issue building permits, inspect construction and issue certificates of occupancy or completion in accordance with its City Regulations. The City agrees that the issuance of building permits shall be performed in a timely manner and without undue delay. The fees for the building permits shall be charged at the time of construction plan submission by the homebuilder. The Parties hereto find that the area described herein constitutes an area of architectural important and significance and the City Council of the City hereby designates it as an area of architectural important and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, the Developer voluntarily consents to the application of all City rules, provisions, ordinances, orders, building codes, and other Development Standards existing as of the date of annexation of the Property pursuant to Section 8.1 (the "Regulations"), that govern the use or installation a building product or material in the construction, renovation, maintenance, or other alteration of a building on the Property, regardless of whether a different

building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, that are not in conflict with the Regulations. The Parties agree that: (a) the City will not issue any permits for the Property in violation of this Section; (b) the covenants contained within this Section constitute a material term of this Agreement; (c) the Developer's voluntary consent to the application of the Regulations to the Property, as described in this Section, constitutes a material inducement for the City to authorize the incentives herein; (d) the covenants contained herein shall run with the land and shall bind the Developer and all successors and assigns including end buyers; and (e) this Section shall survive termination or expiration of this Agreement.

9.4 Platting. The Developer may submit a preliminary plat for all or any portion of the Property. Any preliminary plat shall be in general conformance with the Concept Plan, including any amendments. The preliminary plat shall be valid for a period of forty-eight (48) months from the date of approval by the City Council. Final plat approval of a subsequent phase of development shall extend the validity of the preliminary plat for an additional thirty-six (36) months established from the time of City acceptance of that phase. If construction does not commence within forty-eight (48) months from approval of the preliminary plat, City Council may grant a twenty-four (24) month extension.

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

9.6 Property Acquisition. The Parties acknowledge that the Developer may be required to acquire certain off-site property rights and interests to allow certain Public Infrastructure and capital improvement plan projects to be constructed to serve the Property. Developer shall use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, needed to construct the off-site improvements. If, however, Developer is unable to obtain such third-party rights-of-way, consents, or easements within 90 days of commencing efforts to obtain the needed rights-of-way, consents, or easements, then, as a condition to requiring the Developer to construct off-site improvements, the City may take reasonable steps to secure same through the use of the City's power of eminent domain. If the City takes such eminent domain action, the Developer shall fund all reasonable and necessary costs, including but not limited to, compensation awards by courts or negotiated amounts for the condemned property interest, attorneys' fees, appraiser and expert witness fees, interest, court costs, mediation fees, deposition costs, copy charges, courier fees, postage, and taxable court costs (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers that for any reason are not funded by the proceeds of PID Bonds, if PID Bonds are issued, or Assessments and shall escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds

are needed by the City. If the escrow fund remains appropriately funded in accordance with this Agreement and in accordance with the City's discretionary governmental powers, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, Developer shall deposit additional funds as requested by the City into the escrow account within 10 days after written Notice from the City. Any unused escrow funds will be refunded to Developer within 30 days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

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

ARTICLE X

DEVELOPMENT PROCESS AND CHARGES

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

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

10.3 **Impact Fees.**

(a) The Developer is responsible for the construction or causing the construction of all Public Infrastructure, to the extent such improvements are necessitated by and attributable to the development of the Property. The Parties agree that Public Infrastructure will include all of the Onsite Public Infrastructure and Offsite Public Infrastructure, as shown on **Exhibit E** and **Exhibit F**, necessitated by and attributable to the Development. The City shall assess applicable wastewater, and roadway impact fees against the Property in accordance with Chapter 395, Texas Local Government Code and City regulations, as such amounts of impact fees exists on the Effective Date of this Agreement and which wastewater impact fees are currently \$2,541.00 per single family residential lot and are \$2,349.00 per single family residential lot for roadway impact fees. The Parties agree that the wastewater impact fees will be pre-paid for all single family residential lots within the Development pursuant to the Cost-Sharing Agreement. The payments

of impact fees are subject to Developer's right to credits pursuant to City regulations and this section 10.3.

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

10.4 INDEMNIFICATION AND HOLD HARMLESS. THE DEVELOPER AND ANY SUCCESSORS AND ASSIGNS OF THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES, OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER, OR ANY ARCHITECT, ENGINEER, OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. THE DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST THE DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY THE DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY

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

THIS SECTION 10.4 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT ONLY IF THIS AGREEMENT IS RECORDED IN THE REAL PROPERTY RECORDS OF JOHNSON COUNTY.

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

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

(A) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:

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

- (a) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTIONS;**
- (b) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED; AND/OR**
- (c) NUISANCE.**

(II) ASSUMING NO DEFAULTS UNDER THIS AGREEMENT, THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE IS ROUGHLY

PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

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

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

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

whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in Article V of this Agreement located on the Property which may be owned by the City but shall be maintained by the HOA.

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

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

ARTICLE XI **TERM**

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

ARTICLE XII **EVENTS OF DEFAULT; REMEDIES**

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

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

ARTICLE XIII **ASSIGNMENT AND ENCUMBRANCE**

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

Any receivables due under this Agreement, any construction funding agreement, or any Reimbursement Agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), may be assigned by Developer without the consent of, but upon written Notice to the City in accordance with Section 15.2 of this Agreement. The Developer may also collaterally assign the PID receivables as collateral to a lender, and the Developer may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City.

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

13.3 Encumbrance by Developer and Assignees. The Developer and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written Notice to, the City, and (b) to any person or entity with the City Manager's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to

provide the Developer or Assignee with a reasonable written objection to a collateral assignment request within thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time, but no more than 180 days, to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

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

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

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

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

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

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

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

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

ARTICLE XIV **RECORDATION AND ESTOPPEL CERTIFICATES**

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

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

ARTICLE XV **ADDITIONAL PROVISIONS**

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

15.2 **Notices.** Any Notice, submittal, payment, or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when

personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

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

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

To Developer: Attn: Nina Cash, Manager
 Attn: Ron Welborn
 215/67/Alvarado, LLC
 11701 South Fwy
 Burleson, Texas 76028

With a copy to: Attn: Mindy L. Koehne
 Coats Rose, P.C.
 14755 Preston Road, Suite 600
 Dallas, Texas 75254

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

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

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

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

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

intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

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

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

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

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

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

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

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Depiction of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards

Exhibit E	Open Space and Trail Plan
Exhibit F	Amenity Center
Exhibit G	Onsite Public Infrastructure
Exhibit H	Offsite Public Infrastructure
Exhibit I	Budgeted Costs
Exhibit J	Home Buyer Disclosure Program

15.13 Home Buyer Disclosures. The Developer shall comply with the Home Buyer Disclosure Program and shall record this Agreement in the real property records of Johnson County, which notifies Developers of Property of the obligations set forth in the Home Buyer Disclosure Program.

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

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

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

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

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

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

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

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

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

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

15.24 Fossil Fuels Boycott Verification. As required by 2274.002, Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), as amended, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-

owned subsidiary, parent company or affiliate of the same, does 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" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code, as amended.

15.25 Firearms Discrimination Verification. As required by Section 2274.002, Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, Developer hereby verifies that Developer, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (ii) 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 trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19), as amended.

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

[Signatures to Follow]

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

ATTEST:

CITY OF ALVARADO, TEXAS

Name: Debbie Thomas
Title: City Secretary

By: _____
Name: _____
Title: Mayor

Date: _____

APPROVED AS TO FORM

_____, City Attorney

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on the ____ day of _____, 2022 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:

215/67/ALVARADO, LLC,
a Wyoming limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2022, personally appeared _____, _____ of 215/67/Alvarado, LLC, a Wyoming limited liability company, and acknowledged that he executed the foregoing document on behalf of said limited partnership.

Notary Public in and for the State of Texas

EXHIBIT A
Metes and Bounds Description

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 sec 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 1/2-inch iron rod with yellow plastic cap 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

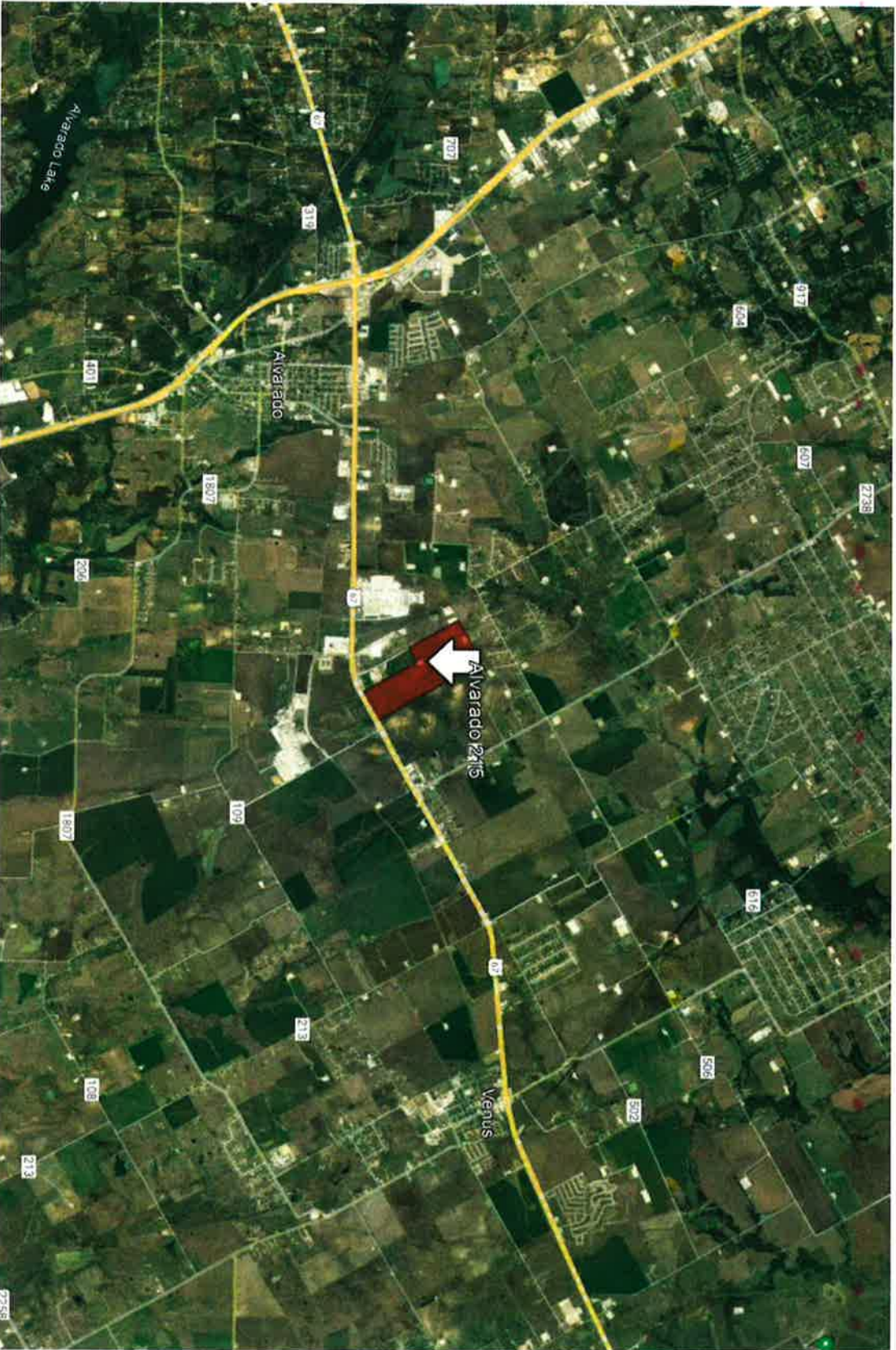
"FOX" bears North 71 deg 42 min 31 sec West, a distance of 0.54 feet, said point being situated in the Southerly line of a tract of land described in deed to Billy R. and Michelle W. Jennings;

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.

EXHIBIT B
Depiction of the Property



Alvarado 215 Ac – County Aerial

EXHIBIT C
Concept Plan

EXHIBIT D
Development Standards

Exhibit D

Alvarado 215 Property Development Regulations

For a 215-acre tract of land in the City of Alvarado ETJ, Texas as described in Exhibit A, Legal Description and as depicted graphically in Exhibit C, Concept Plan.

1.0 Definitions

Definitions used herein shall be the same as those found in Section 42-22 of the Zoning Ordinance for the City of Alvarado, Texas, or as exists on the effective date of this agreement unless otherwise defined by these regulations.

"Masonry" shall mean stone, stucco, brick, tile, concrete, glass or similar materials or any similar material approved by the City's Director of Development Services.

2.0 General Regulations

- 2.1 All regulations for the Alvarado 215 Property not redefined by these Planned Development Regulations shall conform to the regulations set forth in the City of Alvarado Zoning Ordinance (base zoning SF-2 Single Family Residential District).
- 2.2 The Alvarado 215 Property shall comply with the Subdivision Ordinance as it exists on the effective date of this agreement, except for the following:
 - a. The maximum cul-de-sac length shall be 1,200 feet as identified on Exhibit C.
- 2.3 A property owners association shall be established and shall be responsible for the ownership and maintenance of all Common Areas.
- 2.4 The maximum number of single-family residential lots within this planned development shall be 1,100. Further, no more than 50% of the maximum number of lots may be Type A lots and no more than 23% of the lots shall be Type C lots. The layout for this planned development is shown on Exhibit C, Concept Plan.
- 2.5 The phasing shown on the Concept Plan may be modified during the development process (both the size of the phase and the order of the phases may be changed).
- 2.6 Early Grading Permit. Owner will be granted an early grading permit following the submission of the following to the City: response to the first round of civil engineering comments, the SWPPP, and NPDES Permit. Owner acknowledges the grading permit is an "at-risk" permit, and that revisions to the civil engineering drawings and grading operations due to subsequent City comment or revisions by Engineer of Record may be necessary.

3.0 Use Regulations

- 3.1 The permitted uses are outlined below:
 - a. All uses permitted in accordance with Section 42-22 of the Zoning ordinance including
 - b. Community/Amenity center (public or private)
 - c. Electrical substation
 - d. Water storage
 - e. Water treatment plant
 - f. Sewer treatment plant
 - g. Sewer Lift Station

4.0 Area Regulations

4.1 General Area regulations for residential uses are set forth in the table below, which contains the exclusive lot size, setback, height, dwelling size, and lot coverage requirements for the Property.

Lot Type	Min. Lot Size (Sq. ft)	Max. Height (ft)	Min. Side Yard (ft)	Min. Side Yard at Corner (ft)	Min. Rear Yard (ft)	Min. Front Yard (ft) (3)(5)	Min. Lot Width (ft) (1), (2)	Min. Lot Depth (ft) (6)	Min. Structure Size (Sq. ft)	Max. Lot Coverage (4)
A	5,500	40	5	10	10	20	50	110	1,400	60%
B	4,950	40	5	10	10	20	45	110	1,200	60%
C	4,400	40	5	10	10	20	40	110	1,200	60%

1. Lot widths shall be measured along the arc of the front building line.
2. Lot width may be reduced by twenty percent (20%) for lots fronting cul-de-sacs, eyebrows, and inside curves. The minimum lot width is measured at the platted front yard setback.
3. Where porches are provided, they shall be permitted to encroach a maximum of five (5) feet into the front setback line.
4. Lot coverage is defined as the footprint of the primary residential structure, excluding, without limitation, patios (covered or uncovered), pools, driveways, sidewalks, and other improvements which are not part of an enclosed building.
5. For lot types A, B, and C, the garage setback shall be 20 feet.
6. Lot depths on cul-de-sacs and/or knuckles may be reduced to 100 feet.

5.0 Building Regulations

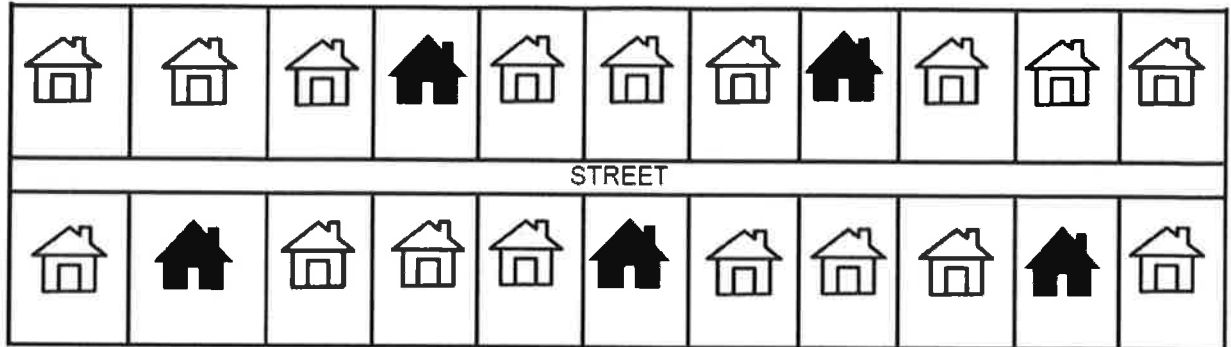
5.1 Driveways

- a. Driveway fronting on a street shall be constructed of the following materials: concrete, brick pavers, stone, interlocking pavers, stamped concrete, or concrete with stone or brick border.
- b. Residential driveways to serve two-car garages shall not be less than eleven (11) feet nor more than twenty-four (24) feet in width, measured at the property line. When residential driveways are required to serve three or more car garages, the size and location of the driveway shall be subject to the approval of the City Engineer, after an adequate engineering analysis of the parking, maneuvering and access requirements.
- c. A driveway should not begin less than fifteen feet (15') from the point of tangency of the corner radius of an intersection. The radius of all driveway returns shall be a minimum of five feet (5'); however, if in the professional opinion of the City Engineer, a situation justifies, driveways may be built at an angle other than perpendicular to the roadway and/or with driveway return radii of as much as twenty feet (20').
- d. Residential driveways shall not be constructed closer than ten feet (10') apart.

5.2 Exterior Surfaces

- a. The exterior facades of Type A lots shall be 70% brick or stone on front façade excluding areas above roof line and architectural features and be 60% brick or stone overall. The remainder front façade of Type A lots shall be hardiplank. Type B lots shall have a brick or stone wainscot no less than 42" tall across front façade with the remainder front façade as hardiplank. The exterior facades of Type C lots shall be allowed to be 100% Cementitious fiber board creating Cape Cod style elevations.
- b. Elevations: Each floor plan shall have a minimum of two (2) elevations. Identical Elevation cannot be used on the homes constructed within 3 (three) lots on either side of a home selected on any lot in the community (a "Selected Lot", indicated by shaded House below).

(ii) the home constructed on the lot directly across the street or diagonal from a Selected Lot. Street intersection and or open space shall constitute a home site.



c. Address Plaque: A cast stone or metal address plaque is required for each lot. The style of the cast stone address plaque shall be uniform throughout each section of development.

d. EIFS: EIFS (Exterior Insulating and Finish Process) is not allowed on structures on all lots.

e. Windows:

- a. All window framing shall be bronzed, cream, sand or white anodized aluminum, vinyl, or wood.
- b. Window shutters may be used on all lots. Window shutters shall be painted, stained wood, or fiberglass.
- c. No reflective window coverings or treatments shall be permitted.

f. Roofing

- a. Structures constructed on all lots shall have a composition, slate, or tile roof.
- b. The color of the composition roof must appear to be weathered wood shingles, black or slate, unless such other color is approved by the Director of Development Services.
- c. Composition roof shingle must be laminated and have a minimum warranty of 25 years.
- d. Dimensional shingles are on all Type A lots.
- e. The main roof pitch shall have a minimum slope of 6:12. Pitch ends shall be 100% guttered.
- f. Gutters are required in Type A lots.

g. Garages

- a. Lots 31 feet and greater shall have a minimum two (2) car garages but no more than three (3). No carports will be permitted.
- b. J-swing garages for three (3) car garages are allowed but not required.

h. Plate Height: Each structure on a lot shall have a minimum principal plate height of eight feet (8') on the first floor.

i. Fencing:

- a. No fence, wall, or hedge on a lot shall exceed eight (8) feet in height or be less than four (4) feet in height unless otherwise specifically required by the City of Alvarado.
- b. All lots backing or siding to Open Space shall have a decorative metal fence abutting to said open space, excluding lots that back up to the main spine road as shown on Exhibit C.

- c. All other fencing shall be constructed of stained cedar and shall be supported with galvanized steel posts. A common fence stain color as well as fence detail shall be established for the community by the developer.
- d. No fencing shall extend beyond a point ten feet (10') behind the front wall plane of the structure into the front yard.

6.0 Screening Regulations

6.1 Landscape Buffer:

- a. A minimum landscape buffer of 20' will be required adjacent to HWY 67.
- b. Trees are required to be planted at a minimum spacing of 50 feet within the landscape buffer. The Developer may install a more natural looking spacing of the required trees as long as the minimum tree count (based on 50' spacing) is maintained.

6.2 Screening Fences:

- a. For single-family lots on HWY 67, there shall be cedar board-onboard screen fencing with stone columns. As an alternative, a minimum six (6) foot decorative metal fence with shrubbery, trees, and masonry columns (at a minimum spacing of 100 feet), or a living screen, and/or a combination thereof may be used for screening.
- b. No other screening fence requirements shall apply.

7.0 Landscape & Irrigation Regulations

7.1 The builder of the house on each lot within this planned development shall provide at a minimum the following landscape material:

- a. Turf: The front, side and rear yard of each residential lot shall be sodded and fully irrigated with an automatic sprinkler system.
- b. Trees: Every Type A and Type B lot within this planned development shall have a minimum of one (1) five (5) total inch diameter shade or ornamental tree planted in the front yard and one (1) three (3) total inch diameter shade or ornamental tree planted in the rear yard (from the City approved tree list). Every Type C lot shall have a minimum of one (1) three (3) total inch diameter shade or ornamental tree planted in the front yard (from the City approved tree list).

8.0 Open Space Regulations

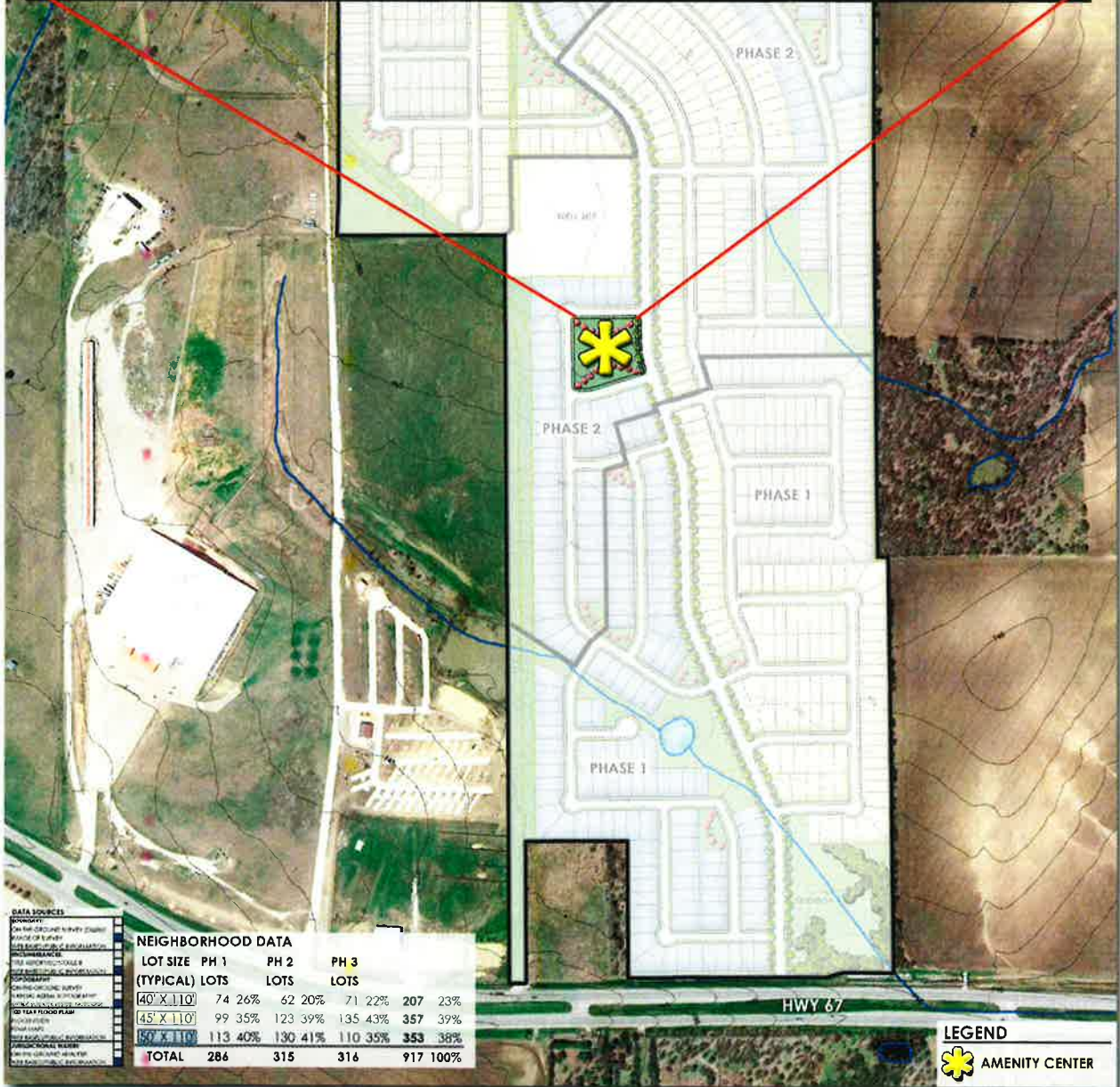
8.1 General:

- a. Amenity centers, Common Areas, private open spaces, or other amenities shall be privately owned and maintained by the Homeowners Association.
- b. In consideration for the amount of Open Space being offered within the development as shown on Exhibit C, the City agrees to waive any parkland dedication fees.

EXHIBIT E
Open Space and Trail Plan



EXHIBIT F
Amenity Center



DATA SOURCES

NEIGHBORHOOD DATA

LOT SIZE (TYPICAL) LOTS	PH 1	PH 2	PH 3
40' X 110'	74 26%	62 20%	71 22%
45' X 110'	99 35%	123 39%	135 43%
50' X 110'	113 40%	130 41%	110 35%
TOTAL	286	315	316

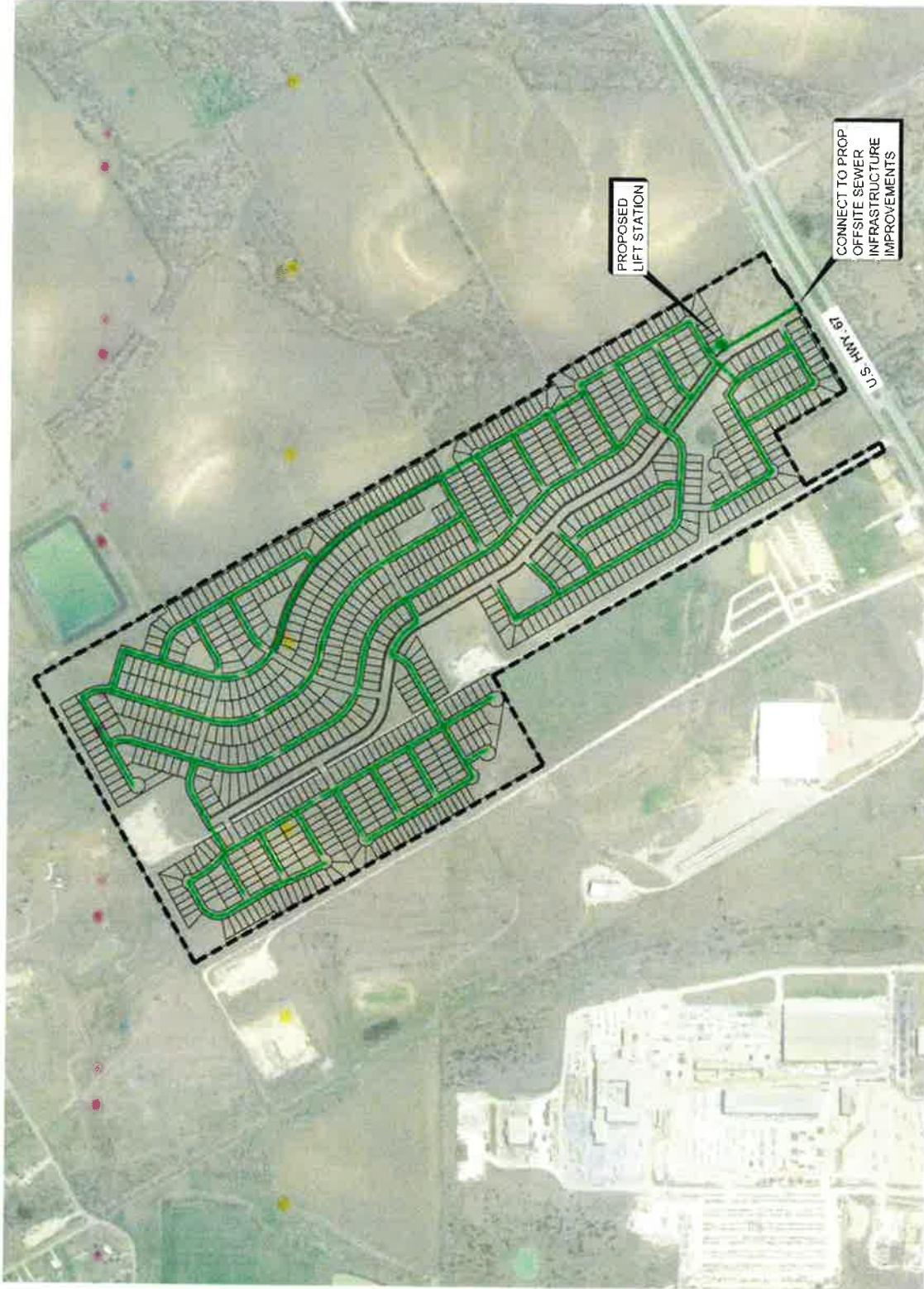
LEGEND

AMENITY CENTER

EXHIBIT G
Onsite Public Infrastructure

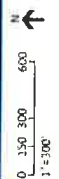
LEGEND

- ALVARADO 215 BOUNDARY
- PROPOSED GRAVITY SANITARY SEWER
- PROPOSED SANITARY SEWER FORCE MAIN



G1 - ONSITE SEWER IMPROVEMENTS

ALVARADO 215





LEGEND

- ALVARADO 215 BOUNDARY
- PROPOSED WATER LINES

G2 - ONSITE WATER IMPROVEMENTS

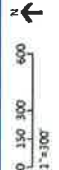
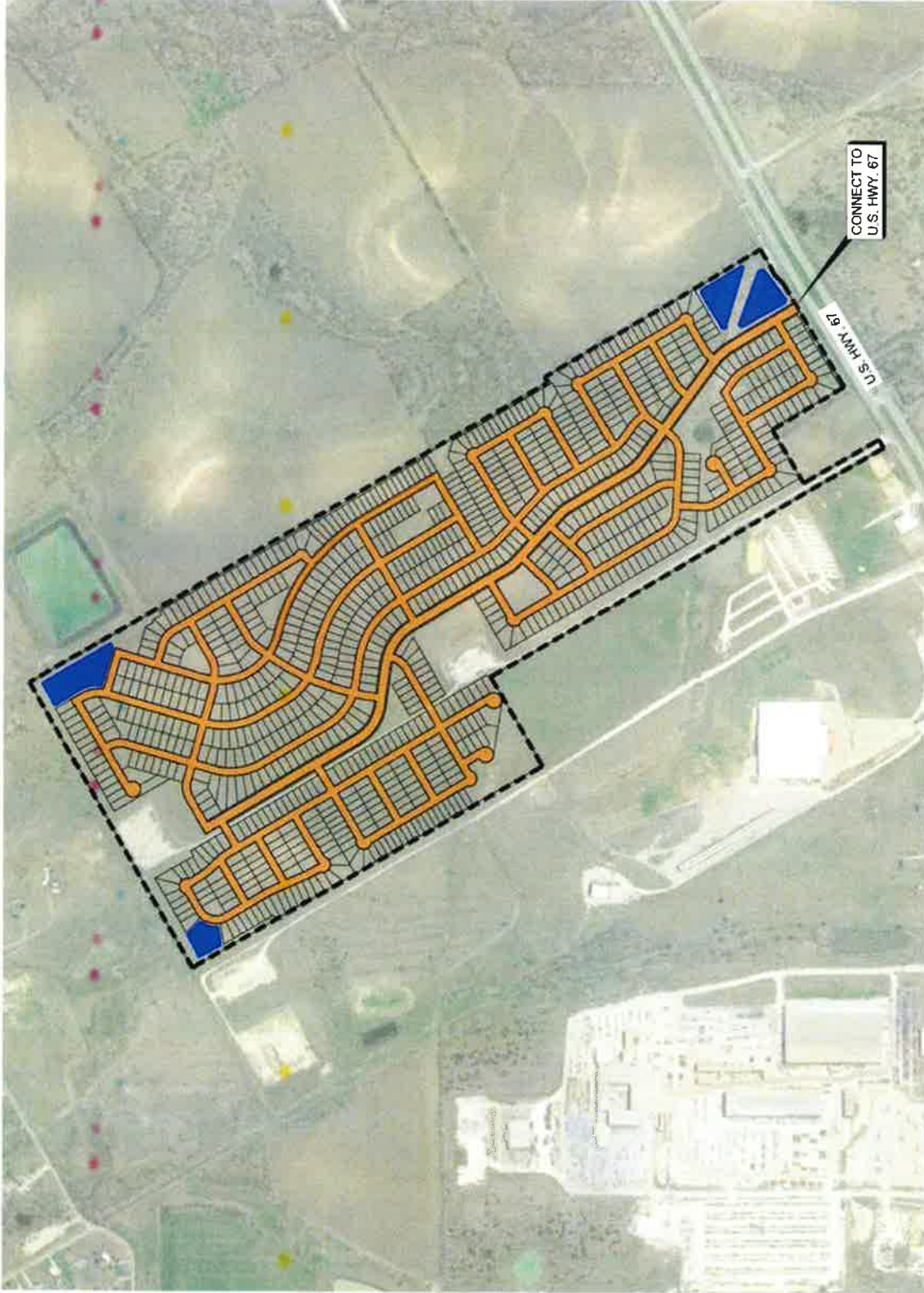
ALVARADO 215

JBI
PARTNERS
PUBLIC IMPROVEMENT DISTRICT
Alvarado, TEXAS
November 16, 2021



LEGEND

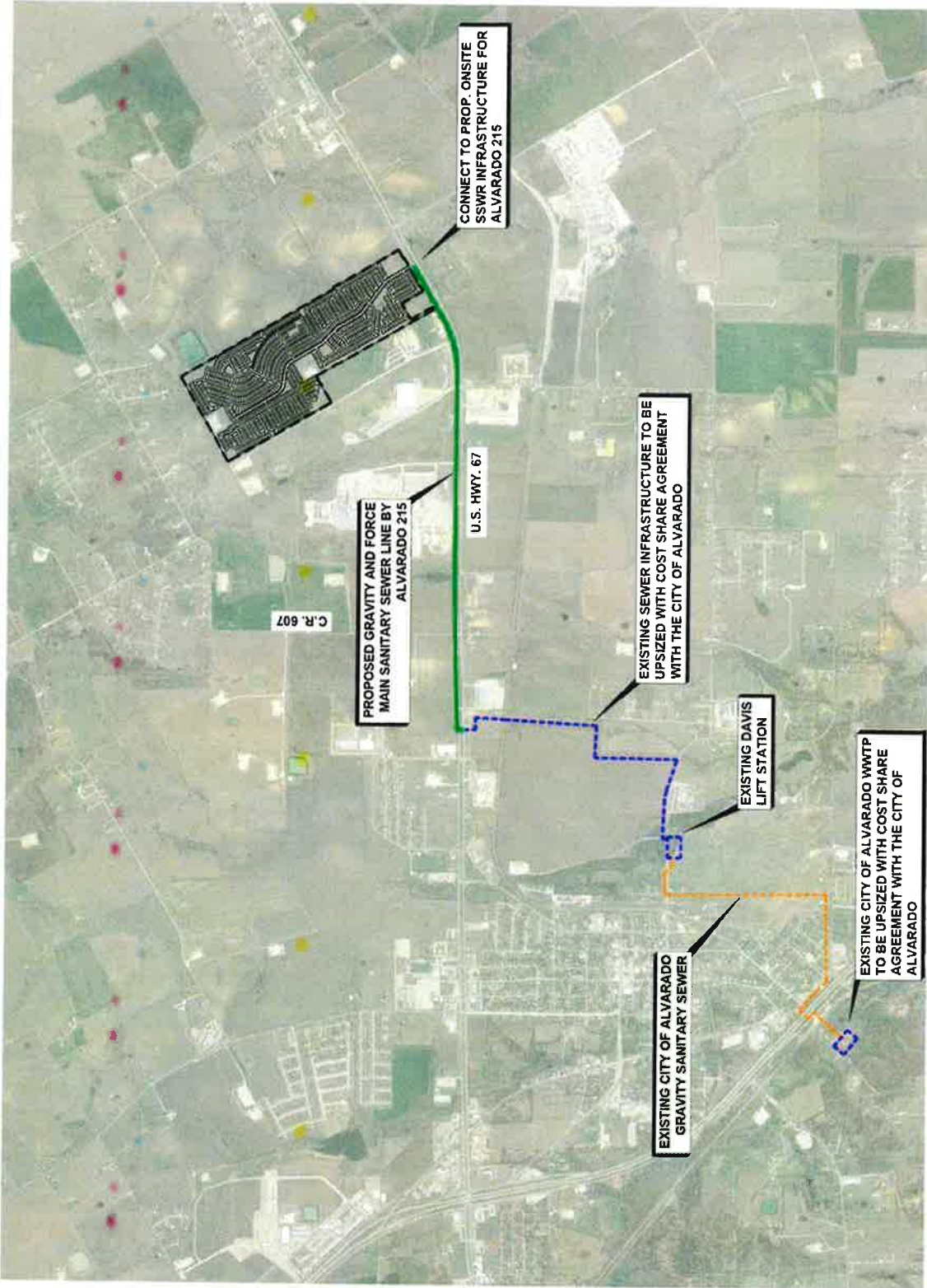
- ALVARADO 215 BOUNDARY
- PROPOSED PAVING & DRAINAGE
- PROPOSED DETENTION PONDS



G3 - ONSITE PAVING & DRAINAGE IMPROVEMENTS

ALVARADO 215

EXHIBIT H
Offsite Public Infrastructure



H1 - OFFSITE SEWER INFRASTRUCTURE IMPROVEMENTS

ALVARADO 215

EXHIBIT I
Budgeted Costs

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
ALVARADO 215 FOR LENNAR HOMES
ALVARADO, TEXAS (ETJ)
JB1 PROJECT NO. LEN007
DATE: DECEMBER 10, 2021

	Phase 1	Phase 2	Phase 3	Total 1-3
NUMBER OF LOTS (40' x 120')	74	62	71	207
NUMBER OF LOTS (45' x 120')	100	122	134	356
NUMBER OF LOTS (50' x 120')	116	128	110	354
TOTAL LOTS	290	312	315	917
RIGHT-OF-WAY (ACRES)	14.31	16.26	15.83	46.39

PUBLIC IMPROVEMENT DISTRICT

I. ONSITE IMPROVEMENTS (WITHIN R.O.W.)

A. EROSION CONTROL	\$51,208	\$53,796	\$52,871	\$157,875
B. EARTHWORK	\$242,265	\$342,127	\$260,265	\$844,657
C. PAVING	\$2,534,033	\$2,821,574	\$2,727,815	\$8,083,422
D. WATER SYSTEM	\$1,537,789	\$1,657,891	\$1,576,141	\$4,771,822
E. SANITARY SEWER SYSTEM	\$1,093,021	\$1,057,049	\$1,056,505	\$3,206,576
E1. LIFT STATION	\$1,250,000	-	-	\$1,250,000
F. DRAINAGE SYSTEM	\$2,094,605	\$1,758,992	\$1,201,022	\$5,054,619
G. STREET LIGHTS	\$82,821	\$95,662	\$93,205	\$271,688
H. ENGINEERING/SURVEYING	\$1,144,380	\$999,886	\$893,700	\$3,037,966
I. 10% CONTINGENCY (A through G)	\$888,574	\$778,709	\$696,782	\$2,364,066
TOTAL ONSITE IMPROVEMENTS	\$10,918,696	\$9,565,687	\$8,558,307	\$29,042,690
COST PER LOT	\$37,651	\$30,659	\$27,169	\$31,671

II. OFFSITE SANITARY SEWER IMPROVEMENTS

A. SANITARY SEWER (U.S. HWY. 67)	\$1,250,063	-	-	\$1,250,063
B. SANITARY SEWER (CITY OF ALVARADO)	\$3,086,115	-	-	\$3,086,115
C. ENGINEERING/SURVEYING	\$563,703	-	-	\$563,703
D. CITY CONSTRUCTION INSPECTION FEES (3%)	\$130,085	-	-	\$130,085
E. 10% CONTINGENCY	\$433,618	-	-	\$433,618
TOTAL	\$5,463,584	\$0	\$0	\$5,463,584

III. OFFSITE WATER IMPROVEMENTS

A. JSUD WATER (\$1,700/Connection)	\$493,000	\$530,400	\$535,500	\$1,558,900
B. JSUD WATER EXTENSIONS (U.S. HWY. 67)	\$302,172	-	\$38,773	\$340,945
C. JSUD WATER COST PARTICIPATION	-	-	-	-
D. ENGINEERING/SURVEYING	\$103,372	\$68,952	\$74,655	\$246,980
E. JSUD CONSTRUCTION INSPECTION FEES (3%)	\$23,855	\$15,912	\$17,228	\$56,995
F. 10% CONTINGENCY	\$79,517	\$53,040	\$57,427	\$189,985
TOTAL	\$1,001,917	\$668,304	\$723,584	\$2,393,805

IV. GRAND TOTAL COST

\$17,384,197	\$10,233,991	\$9,281,891	\$36,900,079
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PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
ALVARADO 215 FOR LENNAR HOMES
ALVARADO, TEXAS (ETJ)
JB I PROJECT NO. LEN007
DATE: DECEMBER 10, 2021

	PHASE 1
NUMBER OF LOTS (40' x 120')	74
NUMBER OF LOTS (45' x 120')	99
NUMBER OF LOTS (50' x 120')	113
TOTAL LOTS	286
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	9,695
APPROX. LENGTH STREET 37' B-B RESIDENTIAL ONSITE (FT)	2,308
RIGHT-OF-WAY (ACRES)	14.31

PHASE 1 ONSITE IMPROVEMENTS PID

A. Erosion Control	Units	Cost	Quantity	Total
1. Inlet protection	EA	\$225.00	60	\$13,500
2. 8' wide curlex behind curb	LF	\$1.30	24,006	\$31,208
3. SWPPP & inspections	LS	\$6,500.00	1	\$6,500
TOTAL				\$51,208
B. Earthwork	Units	Cost	Quantity	Total
1. Clearing & grubbing (R.O.W.)	AC	\$1,500.00	14.31	\$21,461
2. Street & lot excavation (2' Over R.O.W.)	CY	\$3.50	46,165.19	\$161,578
3. Process and place wet utility spoils	CY	\$2.50	12,000.00	\$30,000
4. Testing (Including compaction, density, and materials)	CY	\$0.50	58,451.19	\$29,226
TOTAL				\$242,265
C. Paving	Units	Cost	Quantity	Total
1. 6" - 4000 PSI concrete street pavement (37' B-B)	SY	\$42.00	9,488	\$398,515
2. 6" - 4000 PSI concrete street pavement (31' B-B)	SY	\$42.00	33,394	\$1,402,543
3. 8" (36lbs./sy) lime stabilized subgrade	SY	\$4.00	45,550	\$182,199
4. 36#/SY hydrated lime material	TN	\$175.00	820	\$143,500
5. 5' wide interior sidewalk along common areas (6,150 LF)	SF	\$6.00	30,750	\$184,500
6. Connect to Existing Pavement	LF	\$15.00	37	\$555
7. Street signs, stop signs & poles	EA	\$500.00	31	\$15,500
8. Barrier free ramps	EA	\$2,500.00	48	\$120,000
9. Street Barricades	EA	\$1,500.00	4	\$6,000
10. Testing (Including compaction, density, and materials)	SY	\$0.95	45,550	\$43,272
11. Maintenance bond	LS	\$37,448.76	1	\$37,449
TOTAL				\$2,534,033
D. Water System	Units	Cost	Quantity	Total
1. 12" PVC Pipe	LF	\$80.00	2,313	\$185,040.00
2. 8" PVC Pipe	LF	\$45.00	10,618	\$477,810.00
3. 12" Valves	EA	\$3,200.00	8	\$25,600.00
4. 8" Valves	EA	\$2,200.00	54	\$118,800.00
5. 6" Valves	EA	\$2,600.00	29	\$75,400.00
6. Fire Hydrants	EA	\$3,400.00	29	\$98,600.00
7. Fittings	TON	\$5,500.00	13	\$71,120.50
8. Connect to existing 12" water main	EA	\$1,750.00	0	
9. Connect to existing 8" water main	EA	\$1,500.00	0	\$0.00
10. 1" Domestic service	EA	\$1,300.00	286	\$371,800.00
11. 1" Irrigation service	EA	\$1,500.00	4	\$6,000.00
12. Concrete Encasement	LF	\$50.00	460	\$23,000.00
13. Irrigation sleeves	LF	\$17.50	1,320	\$23,100.00
14. Testing (Including compaction, density, and materials)	LF	\$3.00	12,931	\$38,793.00
15. Maintenance bond	LS	\$22,725.95	1	\$22,725.95
TOTAL				\$1,537,789.45

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
ALVARADO 215 FOR LENNAR HOMES
ALVARADO, TEXAS (ETJ)
JB1 PROJECT NO. LEN007
DATE: DECEMBER 10, 2021

	PHASE 1
NUMBER OF LOTS (40' x 120')	74
NUMBER OF LOTS (45' x 120')	99
NUMBER OF LOTS (50' x 120')	113
TOTAL LOTS	286
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	9,695
APPROX. LENGTH STREET 37' B-B RESIDENTIAL ONSITE (FT)	2,308
RIGHT-OF-WAY (ACRES)	14.31

E. Sanitary Sewer System	Units	Cost	Quantity	Total
1. 12" SDR 35 PVC Pipe	LF	\$95.00	1,141	\$108,395.00
2. 10" SDR 35 PVC Pipe	LF	\$65.00	957	\$62,205.00
3. 8" SDR 35 PVC Pipe	LF	\$42.00	8,356	\$350,952.00
4. 4' Diameter manhole	EA	\$5,200.00	52	\$270,400.00
5. Cleanout	EA	\$1,200.00	0	\$0.00
6. 4" service	EA	\$850.00	286	\$243,100.00
7. Connect to existing sanitary sewer	EA	\$2,000.00	0	\$0.00
8. Concrete Encasement	LF	\$50.00	0	\$0.00
9. Testing (Including compaction, density, and materials)	LF	\$4.00	10,454	\$41,816.00
10. Maintenance bond	LS	\$16,153.02	1	\$16,153.02
TOTAL				\$1,093,021.02

E1. Lift Station	Units	Cost	Quantity	Total
1. Lift Station (925 LOTS)	LS	\$1,250,000.00	1	\$1,250,000.00
TOTAL				\$1,250,000.00

F. Drainage System	Units	Cost	Quantity	Total
1 3-6'X4' RCB	LF	\$1,380.00	260	\$358,800.00
2 2-6'X4' RCB	LF	\$920.00	60	\$55,200.00
3 8'X4' RCB	LF	\$550.00	50	\$27,500.00
4 7'X4' RCB	LF	\$500.00	542	\$271,000.00
5 6'X4' RCB	LF	\$460.00	134	\$61,640.00
6 42" RCP	LF	\$180.00	98	\$17,640.00
7 36" RCP	LF	\$135.00	815	\$110,025.00
8 33" RCP	LF	\$120.00	740	\$88,800.00
9 30" RCP	LF	\$100.00	344	\$34,400.00
10 27" RCP	LF	\$90.00	222	\$19,980.00
11 24" RCP	LF	\$80.00	1,077	\$86,160.00
12 21" RCP	LF	\$70.00	549	\$38,430.00
13 18" RCP	LF	\$60.00	3,155	\$189,300.00
14 Curb inlet	EA	\$5,500.00	59	\$324,500.00
15 Wye inlet	EA	\$5,800.00	1	\$5,800.00
16 Storm manhole	EA	\$5,500.00	14	\$77,000.00
17 Headwall at RCP	EA	\$4,500.00	6	\$27,000.00
18 Headwall at RCB	EA	\$6,000.00	5	\$30,000.00
19 Headwall at 2-Barrell RCB	EA	\$25,000.00	2	\$50,000.00
20 Headwall at 3-Barrell RCB	EA	\$40,000.00	2	\$80,000.00
21 Grouted rock rip rap	SY	\$95.00	825	\$78,375.00
22 Grade to Drain	LF	\$20.00	825	\$16,500.00
23 Testing (Including compaction, density, and materials)	LF	\$3.50	7,726	\$27,041.00
24 Maintenance bond	LS	\$19,514.27	1	\$19,514.27
TOTAL				\$2,094,605.27

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
ALVARADO 215 FOR LENNAR HOMES
ALVARADO, TEXAS (ETJ)
JB1 PROJECT NO. LEN007
DATE: DECEMBER 10, 2021

	PHASE 2
NUMBER OF LOTS (40' x 120')	62
NUMBER OF LOTS (45' x 120')	122
NUMBER OF LOTS (50' x 120')	128
TOTAL LOTS	312
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	12,375
APPROX. LENGTH STREET 37' B-B RESIDENTIAL ONSITE (FT)	1,489
RIGHT-OF-WAY (ACRES)	16.26

PHASE 2 ONSITE IMPROVEMENTS PID

A. Erosion Control	Units	Cost	Quantity	Total
1. Inlet protection	EA	\$225.00	50	\$11,250
2. 8' wide curlex behind curb	LF	\$1.30	27,728	\$36,046
3. SWPPP & inspections	LS	\$6,500.00	1	\$6,500
TOTAL				\$53,796
B. Earthwork	Units	Cost	Quantity	Total
1. Clearing & grubbing (R.O.W.)	AC	\$1,500.00	16.26	\$24,383
2. Street & lot excavation (2' Over R.O.W.)	CY	\$3.50	52,451.11	\$183,579
3. Process and place wet utility spoils	CY	\$2.50	15,000.00	\$37,500
4. Testing (Including compaction, density, and materials)	CY	\$0.50	193,329.80	\$96,665
TOTAL				\$342,127
C. Paving	Units	Cost	Quantity	Total
1. 6" - 4000 PSI concrete street pavement (37' B-B)	SY	\$42.00	6,121	\$257,101
2. 6" - 4000 PSI concrete street pavement (31' B-B)	SY	\$42.00	42,625	\$1,790,250
3. 8" (36lbs./sy) lime stabilized subgrade	SY	\$4.00	51,827	\$207,309
4. 36#/SY hydrated lime material	TN	\$175.00	933	\$163,275
5. 5' wide interior sidewalk along common areas (4,895 LF)	SF	\$6.00	24,475	\$146,850
6. Connect to Existing Pavement	LF	\$15.00	57	\$855
7. Street signs, stop signs & poles	EA	\$500.00	30	\$15,000
8. Barrier free ramps	EA	\$2,500.00	57	\$142,500
9. Street Barricades	EA	\$1,500.00	5	\$7,500
10. Testing (Including compaction, density, and materials)	SY	\$0.95	51,827	\$49,236
11. Maintenance bond	LS	\$41,698.14	1	\$41,698
TOTAL				\$2,821,574
D. Water System	Units	Cost	Quantity	Total
1. 12" PVC Pipe	LF	\$80.00	1,465	\$117,200.00
2. 8" PVC Pipe	LF	\$45.00	13,068	\$588,060.00
3. 12" Valves	EA	\$3,200.00	7	\$22,400.00
4. 8" Valves	EA	\$2,200.00	62	\$136,400.00
5. 6" Valves	EA	\$2,600.00	32	\$83,200.00
6. Fire Hydrants	EA	\$3,400.00	32	\$108,800.00
7. Fittings	TON	\$5,500.00	15	\$79,931.50
8. Connect to existing 12" water main	EA	\$1,750.00	0	\$0.00
9. Connect to existing 8" water main	EA	\$1,500.00	3	\$4,500.00
10. 1" Domestic service	EA	\$1,300.00	315	\$409,500.00
11. 1" Irrigation service	EA	\$1,500.00	4	\$6,000.00
12. Concrete Encasement	LF	\$50.00	340	\$17,000.00
13. Irrigation sleeves	LF	\$17.50	960	\$16,800.00
14. Testing (Including compaction, density, and materials)	LF	\$3.00	14,533	\$43,599.00
15. Maintenance bond	LS	\$24,500.86	1	\$24,500.86
TOTAL				\$1,657,891.36

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
ALVARADO 215 FOR LENNAR HOMES
ALVARADO, TEXAS (ETJ)
JB1 PROJECT NO. LEN007
DATE: DECEMBER 10, 2021

	PHASE 2
NUMBER OF LOTS (40' x 120')	62
NUMBER OF LOTS (45' x 120')	122
NUMBER OF LOTS (50' x 120')	128
TOTAL LOTS	312
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	12,375
APPROX. LENGTH STREET 37' B-B RESIDENTIAL ONSITE (FT)	1,489
RIGHT-OF-WAY (ACRES)	16.26

E. Sanitary Sewer System	Units	Cost	Quantity	Total
1 8" SDR 35 PVC Pipe	LF	\$42.00	11,393	\$478,506.00
2 4' Diameter manhole	EA	\$5,200.00	48	\$249,600.00
3 Cleanout	EA	\$1,200.00	0	\$0.00
4 4" service	EA	\$850.00	315	\$267,750.00
5 Connect to existing sanitary sewer	EA	\$2,000.00	0	\$0.00
6 Concrete Encasement	LF	\$50.00	0	\$0.00
7 Testing (Including compaction, density, and materials)	LF	\$4.00	11,393	\$45,572.00
8 Maintenance bond	LS	\$15,621.42	1	\$15,621.42
TOTAL				\$1,057,049.42

F. Drainage System	Units	Cost	Quantity	Total
1 6'X4' RCB	LF	\$460.00	139	\$63,940.00
2 5'X4' RCB	LF	\$425.00	293	\$124,525.00
3 4'X4' RCB	LF	\$375.00	327	\$122,625.00
4 48" RCP	LF	\$230.00	343	\$78,890.00
1 42" RCP	LF	\$180.00	551	\$99,180.00
2. 36" RCP	LF	\$135.00	320	\$43,200.00
3. 33" RCP	LF	\$120.00	743	\$89,160.00
4. 30" RCP	LF	\$100.00	1,440	\$144,000.00
5. 27" RCP	LF	\$90.00	419	\$37,710.00
6. 24" RCP	LF	\$80.00	1,990	\$159,200.00
7. 21" RCP	LF	\$70.00	1,100	\$77,000.00
8. 18" RCP	LF	\$60.00	2,315	\$138,900.00
9. Curb inlet	EA	\$5,500.00	73	\$401,500.00
10. Wye inlet	EA	\$4,250.00	1	\$4,250.00
11. Storm manhole	EA	\$5,500.00	17	\$93,500.00
12. Headwall at RCP	EA	\$4,500.00	2	\$9,000.00
13. Grouted rock rip rap	SY	\$95.00	150	\$14,250.00
14. Grade to Drain	LF	\$20.00	150	\$3,000.00
15. Testing (Including compaction, density, and materials)	LF	\$3.50	9,980	\$34,930.00
16. Maintenance bond	LS	\$20,231.70	1	\$20,231.70
TOTAL				\$1,758,991.70

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
ALVARADO 215 FOR LENNAR HOMES
ALVARADO, TEXAS (ETJ)
JBI PROJECT NO. LEN007
DATE: DECEMBER 10, 2021

	PHASE 3
NUMBER OF LOTS (40' x 120')	71
NUMBER OF LOTS (45' x 120')	135
NUMBER OF LOTS (50' x 120')	110
TOTAL LOTS	316
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	12,100
APPROX. LENGTH STREET 37' B-B RESIDENTIAL ONSITE (FT)	1,408
RIGHT-OF-WAY (ACRES)	15.83

PHASE 3 ONSITE IMPROVEMENTS PID

A. Erosion Control	Units	Cost	Quantity	Total
1. Inlet protection	EA	\$225.00	50	\$11,250
2. 8' wide curlex behind curb	LF	\$1.30	27,016	\$35,121
3. SWPPP & inspections	LS	\$6,500.00	1	\$6,500
TOTAL				\$52,871
B. Earthwork	Units	Cost	Quantity	Total
1. Clearing & grubbing (R.O.W.)	AC	\$1,500.00	15.83	\$23,742
2. Street & lot excavation (2' Over R.O.W.)	CY	\$3.25	51,073	\$165,986
3. Process and place wet utility spoils	CY	\$2.50	15,000	\$37,500
4. Testing (Including compaction, density, and materials)	CY	\$0.50	66,072.59	\$33,036
TOTAL				\$260,265
C. Paving	Units	Cost	Quantity	Total
1. 6" - 4000 PSI concrete street pavement (37' B-B)	SY	\$42.00	5,788	\$243,115
2. 6" - 4000 PSI concrete street pavement (31' B-B)	SY	\$42.00	41,678	\$1,750,467
3. 8" (36lbs./sy) lime stabilized subgrade	SY	\$4.00	50,468	\$201,872
4. 36#/SY hydrated lime material	TN	\$175.00	909	\$159,075
5. 5' wide interior sidewalk along common areas (4,955 LF)	SF	\$6.00	24,775	\$148,650
6. Connect to Existing Pavement	LF	\$15.00	192	\$2,880
7. Street signs, stop signs & poles	EA	\$500.00	32	\$16,000
8. Barrier free ramps	EA	\$2,500.00	47	\$117,500
9. Street Barricades	EA	\$1,500.00	0	\$0
10. Testing (Including compaction, density, and materials)	SY	\$0.95	50,468	\$47,945
11. Maintenance bond	LS	\$40,312.54	1	\$40,313
TOTAL				\$2,727,815
D. Water System	Units	Cost	Quantity	Total
1. 12" PVC Pipe	LF	\$80.00	1,440	\$115,200.00
2. 8" PVC Pipe	LF	\$45.00	12,626	\$568,170.00
3. 12" Valves	EA	\$3,200.00	5	\$16,000.00
4. 8" Valves	EA	\$2,200.00	56	\$123,200.00
5. 6" Valves	EA	\$2,600.00	32	\$83,200.00
6. Fire Hydrants	EA	\$3,400.00	32	\$108,800.00
7. Fittings	TON	\$5,500.00	14	\$77,363.00
8. Connect to existing 12" water main	EA	\$1,750.00	0	\$0.00
9. Connect to existing 8" water main	EA	\$1,500.00	6	\$9,000.00
10. 1" Domestic service	EA	\$1,300.00	316	\$410,800.00
11. 1" Irrigation service	EA	\$1,500.00	5	\$7,500.00
12. Concrete Encasement	LF	\$50.00	420	\$21,000.00
13. Irrigation sleeves	LF	\$17.50	720	\$12,600.00
14. Testing (Including compaction, density, and materials)	LF	\$3.00	5	\$15.00
15. Maintenance bond	LS	\$23,292.72	1	\$23,292.72
TOTAL				\$1,576,140.72

PUBLIC IMPROVEMENT DISTRICT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
ALVARADO 215 FOR LENNAR HOMES
ALVARADO, TEXAS (ETJ)
JB1 PROJECT NO. LEN007
DATE: DECEMBER 10, 2021

	PHASE 3
NUMBER OF LOTS (40' x 120')	71
NUMBER OF LOTS (45' x 120')	135
NUMBER OF LOTS (50' x 120')	110
TOTAL LOTS	316
APPROX. LENGTH STREET 31' B-B RESIDENTIAL ONSITE (FT)	12,100
APPROX. LENGTH STREET 37' B-B RESIDENTIAL ONSITE (FT)	1,408
RIGHT-OF-WAY (ACRES)	15.83

E. Sanitary Sewer System	Units	Cost	Quantity	Total
1 8" SDR 35 PVC Pipe	LF	\$42.00	11,702	\$491,484.00
2 4' Diameter manhole	EA	\$5,200.00	45	\$234,000.00
3 Cleanout	EA	\$1,200.00	0	\$0.00
4 4" service	EA	\$850.00	316	\$268,600.00
5 Connect to existing sanitary sewer	EA	\$2,000.00	0	\$0.00
6 Concrete Encasement	LF	\$50.00	0	\$0.00
7 Testing (Including compaction, density, and materials)	LF	\$4.00	11,702	\$46,808.00
8 Maintenance bond	LS	\$15,613.38	1	\$15,613.38
TOTAL				\$1,056,505.38

F. Drainage System	Units	Cost	Quantity	Total
1 48" RCP	LF	\$230.00	632	\$145,360.00
2 42" RCP	LF	\$180.00	955	\$171,900.00
3 36" RCP	LF	\$135.00	372	\$50,220.00
4 33" RCP	LF	\$120.00	1,156	\$138,720.00
5 30" RCP	LF	\$100.00	508	\$50,800.00
6 27" RCP	LF	\$90.00	185	\$16,650.00
7 24" RCP	LF	\$80.00	632	\$50,560.00
8 21" RCP	LF	\$70.00	1,800	\$126,000.00
9 18" RCP	LF	\$60.00	1,708	\$102,480.00
10 Curb inlet	EA	\$5,500.00	54	\$297,000.00
11 Wye inlet	EA	\$4,250.00	1	\$4,250.00
12 Storm manhole	EA	\$5,500.00	10	\$55,000.00
13 Headwall at RCP	EA	\$4,500.00	7	\$31,500.00
14 Grouted rock rip rap	SY	\$95.00	525	\$49,875.00
15 Grade to Drain	LF	\$20.00	525	\$10,500.00
16 Testing (Including compaction, density, and materials)	LF	\$3.50	7,948	\$27,818.00
17 Maintenance bond	LS	\$17,749.10	1	\$17,749.10
TOTAL				\$1,201,022.10

EXHIBIT J
Home Buyer Disclosure Program

The PID Administrator for the Alvarado 215 Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

1. Record notice of the PID in the appropriate land records for the Property.
2. Require homebuilders to attach the Recorded Notice of the Authorization and Establishment of the PID and the final Assessment Roll for such Assessed Parcel (or if the Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30-year payment for such Assessed Parcel) in an addendum to each residential homebuyer's contract on brightly colored paper.
3. Collect a copy of the addendum signed by each buyer from homebuilders and provide to the City.
4. Require signage indicating that the Property for sale is located in a special assessment district and require that such signage be located in conspicuous places in all model homes.
5. Prepare and provide to homebuilders an overview of the existence and effect of the PID for those homebuilders to include in each sales packet of information that it provides to prospective homebuyers.
6. Notify homebuilders who estimate monthly ownership costs of the requirement that they must include special assessments in estimated Property taxes.
7. Notify Settlement Companies through the homebuilders that they are required to include special taxes on HUD 1 forms and include in total estimated taxes for the purpose of setting up tax escrows.
8. Include notice of the PID in the homeowner association documents in conspicuous bold font.
9. The City will include announcements of the PID on the City's web site.

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

EXHIBIT K
Type C Lots Conceptual Elevations



Exhibit K