

A G E N D A

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas to be held in the Council Chamber at City Hall, 401 S. Rogers on ***Monday, April 19, 2021 at 7:00 p.m.***

Council Members: David Hill, Mayor, Council Member Place 1
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Council Member
Melissa Olson, Council Member Place 3
Doug Barnes, Council Member Place 2

1. Call to Order
2. Invocation
3. Pledge of Allegiance and Texas Pledge of Allegiance
4. ***Public Comments:*** Persons may address the City Council on any issues. This is the appropriate time for citizens to address the Council on any concern whether on this agenda or not. In accordance with the State of Texas Open Meetings Act, the Council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.
5. ***Consent Agenda***

All matters listed under Item 5, Consent Agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.

- a. Minutes of the City Council meeting of April 5, 2021
 - b. Minutes of the City Council briefing of April 5, 2021
 - c. Minutes of the City Council Retreat of April 13, 2021
 - d. Event application for Pyrotecnico Training on April 24, 2021
 - e. Event application for Classic Truck Nationals on June 12, 2021
 - f. Crape Myrtle Fireworks Display to be held July 3, 2021
 - g. Event application for C10s in the Park on September 18, 2021
 - h. Budget Adjustment for General Items
 - i. Approve funding for Wags-A-Hachie Dog Park Redevelopment
 - j. Waxahachie Community Development Corporation Finance Report for year ended September 30, 2020
6. ***Public Hearing*** on a request by Mathew Williamson, MBW Engineering, for a Zoning Change from a Multiple Family-1 zoning district to Planned Development-Multiple Family-2, located just South of 865 Cantrell Street (being Property ID 142414) - Owner: WM C BUSTER LAND DEVELOPMENT LLC (ZDC-42-2021)
7. ***Consider*** proposed Ordinance approving ZDC-42-2021

8. **Public Hearing** on a request by Ron Barson, Ledbetter Real Estate LTD, for a Zoning Change from Planned Development-37-General Retail to Planned Development-General Retail, located at 1014 Ferris Avenue, Suite 106 (being a portion of Property ID 176876) - Owner: LEDBETTER REAL ESTATE LTD (ZDC-43-2021)
9. **Consider** proposed Ordinance approving ZDC-43-2021
10. **Public Hearing** on a request by Bryan Hull, Real Estate Buy Design, for a Zoning Change from a Light Industrial-1 and Future Development zoning district to Planned Development-Light Industrial-1, located at 4743 N Interstate 35 (being Property ID 188458) - Owner: CARLINGFORD PROPERTIES LLC (ZDC-25-2021)
11. **Consider** proposed Ordinance approving ZDC-25-2021
12. **Continue Public Hearing** on a request by Ed Fleming, Walton Global Holdings, LTD, for a Zoning Change from a Future Development and Planned Development (Ordinance #2330) zoning district to a Planned Development-Mixed Use Residential (MUR) with Concept Plan, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road (Property IDs 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468) - Owner: WALTON TEXAS LP (ZDC-7-2021)
13. **Consider** proposed Ordinance approving ZDC-7-2021
14. **Consider** authorizing the City Manager to execute the Development Agreement for ZDC-7-2021
15. **Continue the Public Hearing** for a Resolution of the City of Waxahachie, Texas, Authorizing and Creating the Emory Lakes Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code
16. **Discussion and Action** to approve a Resolution of the City of Waxahachie, Texas, Authorizing and Creating the Emory Lakes Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code
17. **Hold Public Hearing** to consider proposed assessments to be levied against property within Improvement Area #2 of the North Grove Public Improvement District pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended. All written or oral objections on the proposed assessment within the District will be considered at the public hearing
18. **Discuss, consider and act** on approving Ordinance of the City of Waxahachie, Texas accepting and approving a service and assessment plan and assessment roll for the Improvement Area #2 of the North Grove Public Improvement District; making a finding of special benefit to the property located within Improvement Area #2 of the North Grove Public Improvement District; levying special assessments against property within Improvement Area #2 of the District and establishing a lien on such property; providing for payment of assessments in accordance with Chapter 372, Texas Local Government Code, as amended; providing for the method of assessment and the payment of the assessments, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date

19. ***Discuss, consider and act*** to authorize the Mayor of the City to execute the North Grove Public Improvement District Improvement Area #2 Reimbursement Agreement with BBCP North Grove 79, LLC
20. ***Discuss, consider and act*** to authorize the Mayor of the City to execute the North Grove Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement with BBCP North Grove 79, LLC
21. ***Discuss, consider and act*** to authorize the Mayor of the City to execute the Landowner Agreement related to Improvement Area #2 of the North Grove Public Improvement District with BBCP North Grove 79, LLC
22. ***Discuss, consider and act*** to provide City consent to, and ratification of, the assignment of certain rights from Deborah Jeanne Neal; Carole Jane Wilkinson; Donna Margaret Huffman; Stuart Bowman Lumpkins, Jr.; and Stuart Bowman Lumpkins, Jr., as Independent Executor of the Estate of Margaret Harkins Lumpkins, Deceased, to BBCP North Grove, LLC, a Texas limited liability company, as reflected in the Assignment of Rights in North Grove Development Project and Public Improvement District dated September 9, 2020, and as required by Section 8.03 of the North Grove Public Improvement District Financing Agreement dated February 26, 2015
23. ***Consider*** authorizing City Manager to execute the abandonment of the drainage and utility easement associated with the College Street Drainage Improvement Project once the meters and bounds survey is completed
24. ***Consider*** award of a bid to Reliable Paving, Inc. for the construction of the North College Street Drainage and Wastewater Capital Improvement Project
25. ***Convene*** into Executive Session for consultation with attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code
26. ***Reconvene*** and take any necessary action
27. Comments by Mayor, City Council, City Attorney and City Manager
28. Adjourn

The City Council reserves the right to go into Executive Session on any posted item. This meeting location is wheelchair-accessible. Parking for mobility-impaired persons is available. Any request for sign interpretive services must be made forty- eight hours ahead of the meeting. To make arrangements, call the City Secretary at 469-309-4005 or (TDD) 1-800-RELAY TX

City Council
April 5, 2021

(5a)

A regular meeting of the Mayor and City Council of the City of Waxahachie, Texas was held in the Council Chamber at City Hall, 401 S. Rogers on Monday, April 5, 2021 at 7:00 p.m.

Council Members Present: David Hill, Mayor, Council Member Place 1
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Council Member
Doug Barnes, Council Member Place 2

Council Member Absent: Melissa Olson, Council Member Place 3

Others Present: Michael Scott, City Manager
Albert Lawrence, Assistant City Manager
Tommy Ludwig, Assistant City Manager
Robert Brown, City Attorney
Amber Villarreal, Assistant City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Invocation

3. Pledge of Allegiance and Texas Pledge of Allegiance

Council Member Doug Barnes gave the invocation and led the Pledge of Allegiance and the Texas Pledge of Allegiance.

4. Public Comments

Mr. Alan Fox, 327 University, Waxahachie, encouraged City Council to work on moving forward with Emory Lakes to alleviate some of the pressure on Highway 77 through town and encouraged Council to vote as Waxahachie citizens and not as a political party affiliation.

Mr. Chris Wright, 808 W. Marvin, Waxahachie, thanked Assistant City Manager Tommy Ludwig for assistance with the new trash service and he encouraged all City Council candidates to get involved in Council meetings and/or Board and Commission meetings.

5. Consent Agenda

- a. Minutes of the City Council meeting of March 15, 2021
- b. Minutes of the City Council briefing of March 15, 2021
- c. Minutes of the City Council and WISD Joint Work Session of March 22, 2021
- d. Event application for mini COVID-19 Vaccine Hub at Lee Penn Park on April 17, 2021
- e. Event application for Lions Club Hachie 50 Run on May 1, 2021
- f. Event application for Gift of Adoption Triathlon on September 6, 2021
- g. Event application for Big Al's Outdoor Concert on May 8, 2021
- h. Event application for C10s in the Park Party on the Square on September 18, 2021

Action:

Council Member Chuck Beatty moved to approve items a. through h. on the Consent Agenda. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

6. Consider City of Waxahachie Annual Financial Report for year ended September 30, 2020

Finance Director Chad Tustison thanked Assistant Finance Director Gail Turner and Accounting Manager Mariana Dunn for their hours and time working with the auditors to complete the financial report.

Ms. Paula Lowe, Patillo, Brown, & Hill, L.L.P., echoed Mr. Tustison's comments and presented the City of Waxahachie Annual Financial Report for the year ended September 30, 2020. Ms. Lowe reviewed the Independent Auditor's Report noting it is their opinion, the city financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund and the aggregate remaining fund information of the City of Waxahachie, Texas, as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with account principles generally accepted in the United States of America. Ms. Lowe reviewed the following financial highlights:

- All positive balances in all categories of Statement of Net Position
- Total Fund balance of \$53,185,443
- "Clean", unqualified opinion, which is the highest level that can be given

Mayor Hill thanked the Finance Department for their hard work throughout the audit process.

Action:

Council Member Doug Barnes moved to accept City of Waxahachie Annual Financial Report for year ended September 30, 2020 as presented. Council Member Chuck Beatty seconded, All Ayes.

7. Public Hearing for a Resolution of the City of Waxahachie, Texas, Authorizing and Creating the Emory Lakes Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code

Mayor Hill opened the Public Hearing and noted the applicant requested to continue to the April 19, 2021 City Council meeting.

Action:

Mayor Pro Tem Mary Lou Shipley moved to continue the Public Hearing for a Resolution of the City of Waxahachie, Texas, Authorizing and Creating the Emory Lakes Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code to the April 19, 2021 City Council meeting. Council Member Chuck Beatty seconded, All Ayes.

8. Discussion and Action to approve a Resolution of the City of Waxahachie, Texas, Authorizing and Creating the Emory Lakes Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code

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Action:

Mayor Pro Tem Mary Lou Shipley moved to continue the Discussion and Action to approve a Resolution of the City of Waxahachie, Texas, Authorizing and Creating the Emory Lakes Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code to the April 19, 2021 City Council meeting. Council Member Doug Barnes seconded, All Ayes.

9. **Continue Public Hearing on a request by Ed Fleming, Walton Global Holdings, LTD, for a Zoning Change from a Future Development and Planned Development (Ordinance #2330) zoning district to a Planned Development-Mixed Use Residential (MUR) with Concept Plan, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road (Property IDs 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468) - Owner: WALTON TEXAS LP (ZDC-7-2021)**

Mayor Hill continued the Public Hearing and announced the applicant requested to continue ZDC-7-2021 to the April 19, 2021 City Council meeting.

10. **Consider proposed Ordinance approving ZDC-7-2021**

Action:

Council Member Chuck Beatty moved to continue the Public Hearing on a request by Ed Fleming, Walton Global Holdings, LTD, for a Zoning Change from a Future Development and Planned Development (Ordinance #2330) zoning district to a Planned Development-Mixed Use Residential (MUR) with Concept Plan, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road (Property IDs 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468) - Owner: WALTON TEXAS LP (ZDC-7-2021) to the April 19, 2021 City Council meeting. Council Member Doug Barnes seconded, All Ayes.

11. **Consider request by Blain Vinson, Aspen Community Development, for a Plat of the Cottages on Cantrell for 81 lots, being 17.348 acres situated in the J. Armstrong Survey, Abstract 6 (Property ID 244651) – Owner: Scott Pendery, SAP Properties, LLC (SUB-13-2021)**

Planning Director Shon Brooks presented the case noting the applicant is requesting to plat the subject property into 81 lots for residential use. The applicant is also requesting a petition of relief waiver to allow for 10' utility easements as opposed to 15' utility easements as required by Section 3.3 of the City of Waxahachie Subdivision Ordinance. Staff recommended approval as presented.

Action:

Council Member Doug Barnes moved to approve a request by Blain Vinson, Aspen Community Development, for a Plat of the Cottages on Cantrell for 81 lots, being 17.348 acres situated in the J. Armstrong Survey, Abstract 6 (Property ID 244651) – Owner: Scott Pendery, SAP Properties, LLC (SUB-13-2021) and approve petition of relief waiver as requested. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

12. **Public Hearing on a request by Brian Dodds for a Specific Use Permit (SUP) for Accessory Building (Residential), Greater than or Equal to 700 SF, use within a Planned Development-23-Single-Family Residential-1 zoning district located at 156**

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**Homestead Lane (Property ID 269672) - Owner: ERICA L & BRIAN D DODDS
(ZDC-12-2021)**

Mayor Hill opened the Public Hearing.

Mr. Brooks presented the case noting the applicant is requesting to construct a 2,400 sq. ft. accessory structure in the rear of a single-family property. Staff recommended approval per the following staff comments:

1. The applicant will need to obtain a building permit from the City of Waxahachie Building Inspections department prior to construction of the proposed structure.
2. A concrete drive that leads from the home to the accessory structure shall be provided by the applicant.
3. The structure shall not be used as a dwelling.

There being no others to speak for or against ZDC-12-2021, Mayor Hill closed the Public Hearing.

13. Consider proposed Ordinance approving ZDC-12-2021

ORDINANCE NO. 3259

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A +700 SQUARE FOOT ACCESSORY STRUCTURE USE WITHIN A PLANNED DEVELOPMENT-23-SINGLE FAMILY-1 (PD-23-SF1) ZONING DISTRICT, LOCATED AT 156 HOMESTEAD LANE, PROPERTY ID 269672, BEING LOT 13, BLOCK A, HOMESTEAD ESTATES, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

*Council Member Doug Barnes moved to approve Ordinance No. 3259 subject to staff comments.
Council Member Chuck Beatty seconded, All Ayes.*

14. Public Hearing on a request by David Harrison for a Specific Use Permit (SUP) for Accessory Building (Residential), Greater than or Equal to 700 SF, use within a Planned Development-23-Single-Family Residential-1 zoning district located at 200 Lake Shore Dr (Property ID 182138) - Owner: DAVID HARRISON (ZDC-16-2021)

Mayor Hill opened the Public Hearing.

Mr. Brooks presented the case noting the applicant is requesting to construct a 1,200 sq. ft. accessory structure in the rear of a single-family property. Staff and the Planning & Zoning Commission recommended approval per the following staff comments:

1. The applicant will need to obtain a building permit from the City of Waxahachie Building Inspections department prior to construction of the proposed structure.

(50)

2. A concrete drive that leads from the home to the accessory structure shall be provided by the applicant.
3. The structure shall not be used as a dwelling.

Mr. Brooks noted the applicant requested to put a gravel drive, similar to the existing driveway to the home, instead of concrete. The applicant also provided a list of some of his neighbors who are in favor of his request.

There being no others to speak for or against ZDC-16-2021, Mayor Hill closed the Public Hearing.

15. Consider proposed Ordinance approving ZDC-16-2021

ORDINANCE NO. 3260

AN ORDINANCE AUTHORIZING A SPECIFIC USE PERMIT (SUP) TO PERMIT A +700 SQUARE FOOT ACCESSORY STRUCTURE USE WITHIN A PLANNED DEVELOPMENT-23-SINGLE FAMILY-1 (PD-23-SF1) ZONING DISTRICT, LOCATED AT 200 LAKESHORE DRIVE, PROPERTY ID 182138, BEING ABSTRACT 272 OF THE S M DURRETT SURVEY, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve Ordinance No. 3260 with gravel driveway and asphalt or concrete approach from street. Council Member Doug Barnes seconded, All Ayes.

- 16. Public Hearing on a request by Claudio Segovia, J Volk Consulting, Inc, for an Amendment to Ordinance No. 2733 for North Grove Planned Development to allow for a mixed-use residential development located at the NW corner of Washington Ave at North Grove Blvd (Property ID 283993) - Owner: NORTH GROVE 12.5 LLC SERIES 1 (ZDC-14-2021)**

Mayor Hill opened the Public Hearing.

Mr. Brooks presented the case noting the applicant intends to amend an existing Ordinance No. 2733 to create a Planned Development to allow for retail, commercial, office, multi-family apartments and townhome uses on 12.4 acres. Mr. Brooks explained the applicant is proposing a mixed-use development (The Place at North Grove) which will consist of seven 4-story buildings with retail and/or office use on the ground floor, and nine townhome lots. The development will also include a sit-down restaurant on the corner of North Grove Boulevard and Washington Avenue, as well as local specialty cafes and shops in the ground floor retail/office areas of the four-story buildings. Mr. Brooks noted staff and the Planning & Zoning Commission expressed concerns with the elevation/façade aesthetics with the townhome structures. Mr. Brooks explained the applicant has revised his initial plan to include 8, instead of 9, townhomes and rear entry garages, instead of front entry. Staff recommended approval per the following staff comments:

1. A mutually agreed upon Development Agreement will be required for the development.

(50)

2. Staff suggest that the applicant revise the existing townhome elevation/façade plan(s) to be more conducive to the surrounding area.
3. Staff suggests that a Traffic Exhibit is reviewed administratively to ensure that the site entrance is compatible to the adjacent properties.

Mr. Terry Weaver, 815 W. Main Street, Midlothian, Texas, noted the proposed development is in line with the approved master plan and the intent at this time is to establish zoning for the townhomes.

Those who spoke in opposition:

Paul Bailey, 544 Washington Avenue, Waxahachie, Texas

Mr. Chris Wright, 808 W. Marvin, Waxahachie, encouraged City Council to review Mr. Paul Bailey's handout in regards to conflicting zoning in North Grove.

There being no others to speak for or against ZDC-14-2021, Mayor Hill closed the Public Hearing.

17. Consider proposed Ordinance approving ZDC-14-2021

ORDINANCE NO. 3261

AN AMENDMENT TO ORDINANCE 2733 AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT-SINGLE FAMILY-1 (PD-SF1), PLANNED DEVELOPMENT-SINGLE FAMILY-2 (PD-SF2), PLANNED DEVELOPMENT-SINGLE FAMILY-3 (PD-SF3), MULTI-FAMILY (MF), AND GENERAL RETAIL (GR) TO PLANNED DEVELOPMENT-SINGLE FAMILY-1 (PD-SF1), PLANNED DEVELOPMENT-SINGLE FAMILY-2 (PD-SF2), PLANNED DEVELOPMENT-SINGLE FAMILY-3 (PD-SF3), MULTI-FAMILY (MF), AND GENERAL RETAIL (GR) WITH AMENDED ORDINANCE, TO ALLOW RETAIL, COMMERCIAL, OFFICE, MULTI-FAMILY APARTMENTS AND TOWNHOMES, LOCATED AT THE NORTHWEST CORNER OF WASHINGTON AVE AND NORTH GROVE BLVD, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 12.435 ACRES KNOWN AS A PORTION OF PROPERTY ID 283993, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

Action:

Council Member Chuck Beatty moved to approve Ordinance No. 3261 subject to staff comments. Council Member Doug Barnes seconded, All Ayes.

18. Consider Development Agreement for ZDC-14-2021

Action:

Council Member Doug Barnes moved to approve a Development Agreement for ZDC-14-2021 as presented. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

19. Consider proposed Ordinance updating Park Pavilion Fees

Parks and Recreation Director Gumaro Martinez presented a proposed Ordinance updating fees for rental of park pavilions and Chautauqua Auditorium. He noted the Park Board reviewed and approved the changes to pavilion fees, including the schedule of fees, at their January 7, 2021 meeting. He explained staff gathered data on comparable rental fees with other municipalities and the recommended changes are in line with what other municipalities charge. He reported fees were based on the size of each pavilion and were divided into half-day and full-day rates and includes a discounted rate for residents.

ORDINANCE NO. 3262

AN ORDINANCE OF THE CITY OF WAXAHACHIE, TEXAS, AMENDING CHAPTER 22, "PARKS AND RECREATION", BY UPDATING SECTION 22-36., "PAVILIONS IN PUBLIC PARKS" APPLICABLE TO THE USE OF PAVILIONS IN PARKS AND FEES; ESTABLISHING A SCHEDULE OF FEES FOR THE PARK PAVILIONS AND CHAUTAUQUA; AND PROVIDING AN EFFECTIVE DATE.

Action:

Council Member Chuck Beatty moved to approve Ordinance No. 3262. Mayor Pro Tem Mary Lou Shipley seconded, All Ayes.

20. Consider award of a bid to Circle H Contractors, L.P. for construction of the BNSF Phase 1 and Phase 2 water line capital improvement projects

Utilities Director David Bailey requested approval to award a bid to Circle H Contractors, L.P. for construction of the BNSF Phase 1 and Phase 2 water line capital improvements projects in the amount of \$1,723,847.75. He explained the city received six bids and Circle H was the lowest responsive bidder and the two phases of the projects were combined and bid together for construction continuity and economy purposes. He reported the bid came in approximately \$255,000 below the project budget and is a planned expense in the 2019-2020 Bond Sale. He noted staff is also requesting a 5% construction contingency to be approved for the project in the amount of \$86,200.

Action:

Council Member Doug Barnes moved to approve an award of a bid to Circle H Contractors, L.P. for construction of the BNSF Phase 1 and Phase 2 water line capital improvement projects in the amount of \$1,723,847.75 with 5% construction contingency. Council Member Chuck Beatty seconded, All Ayes.

21. Discuss appointment of Comprehensive Plan Committee and take any necessary action

City Manager Michael Scott reported the Comprehensive Plan initiative requires a committee be formed for the 12-15 month project. Staff recommended individuals from the Planning & Zoning Commission, City Council, and a nominee from each member of City Council with a maximum total of 17 members.

(5a)

Action:

Mayor Pro Tem Mary Lou Shipley moved to approve the Comprehensive Plan Committee be comprised of City Council, the Planning & Zoning Commission, and a nominee from each member of City Council. Council Member Doug Barnes seconded, All Ayes.

22. Convene into Executive Session for consultation with attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code

Mayor Hill announced at 7:49 p.m. the City Council would convene into Executive Session for consultation with attorney regarding pending or contemplated litigation as permitted under Section 551.071, Texas Government Code.

23. Reconvene and take any necessary action

The meeting reconvened at 8:02 p.m.

Action:

No action taken

24. Comments by Mayor, City Council, City Attorney and City Manager

Assistant City Manager Albert Lawrence acknowledged city departments working together to help Waxahachie be successful.

Council Member Doug Barnes echoed Mr. Lawrence's comments and noted staff does a lot of preliminary work and their due diligence before items are presented to Council. He noted staff strives to get better and improve the quality of life for the citizens of Waxahachie. He encouraged citizens to attend Board/Commission meetings.

Council Member Chuck Beatty thanked the Finance Department for their work noting the City is well run and frugal.

City Manager Michael Scott acknowledged and thanked the Finance Department for their hard work during the audit process noting a great report from the auditor's is something to be proud of. Mr. Scott thanked Parks and Recreation Director Gumaro Martinez and Assistant Parks and Recreation Director Brad Barnes for their work on updating the Park Pavilion fees ordinance. He reminded Council of the April 13th Council Retreat at the Waxahachie Civic Center.

Mayor Pro Tem Mary Lou Shipley read a praising letter to the Dallas Morning Newspaper recognizing the efficiency of the Ellis County Vaccine Hub at the Waxahachie Civic Center.

Mayor David Hill expressed his appreciation for city staff and their due diligence before providing information and requests to City Council.

25. Adjourn

There being no further business, the meeting adjourned at 8:09 p.m.

City Council
April 5, 2021
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(5a)

Respectfully submitted,

Amber Villarreal
Assistant City Secretary

City Council
April 5, 2021

(5b)

A briefing session of the Mayor and City Council of the City of Waxahachie, Texas was held in the City Council Conference Room at City Hall, 401 S. Rogers, Waxahachie, Texas, on Monday, April 5, 2021 at 6:00 p.m.

Council Members Present: David Hill, Mayor, Council Member Place 1
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Council Member
Doug Barnes, Council Member Place 2

Council Member Absent: Melissa Olson, Council Member Place 3

Others Present: Michael Scott, City Manager
Albert Lawrence, Assistant City Manager
Tommy Ludwig, Assistant City Manager
Robert Brown, City Attorney
Amber Villarreal, Assistant City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Conduct a briefing to discuss items for the 7:00 p.m. regular meeting

City Manager Michael Scott reviewed the following consent agenda items:

- 5d., 5e, 5f, and 5h. Previously held community events and staff recommended approval.
- 5g. Applicant has received letters of approval for requested street closure from affected businesses. Mr. Scott requested council feedback on this and future downtown events. Mayor Hill and Council Member Doug Barnes noted as long as there isn't opposition from affected businesses they are in support of such events.
- Item 21. Mr. Scott noted previous Comprehensive Plan Committees consisted of City Council and the Planning & Zoning Commission. Discussion was held to continue with those same committee members as well as a nominee from each member of City Council for a maximum total of 17 members.
- Items 22. and 23. The City Attorney will have a brief update on pending litigation.

Finance Director Chad Tustison reviewed Item 6 noting the auditor will be present to review the annual financial report for year ended September 30, 2020.

Planning Director Shon Brooks reviewed the following:

- Items 7.-10. Emory Lakes Public Improvement District request and ZDC-7-2021 will be continued to the April 19, 2021 City Council meeting.
- Item 11. SUB-13-2021, staff recommended approval of plat and approval of petition of waiver as requested.
- Item 12. ZDC-12-2021, staff recommended approval as presented.
- Item 13. ZDC-16-2021, staff and the Planning & Zoning Commission recommended approval with concrete drive to the accessory building. Mr. Brooks noted the applicant

(5b)

presented a document from surrounding neighbors showing support of the applicant's request for a gravel drive to the accessory structure. Council discussed allowing a concrete or asphalt approach from the street with the remainder of the drive being gravel.

- Items 16.-18. ZDC-14-2021, staff recommended approval subject to staff comments that would include a request of a site plan to be submitted and approved administratively by staff. He noted the applicant revised the townhomes submission from the Planning & Zoning Commission meeting to include eight instead of nine townhomes and rear entry garages as opposed to front facing garages. Public Works & Engineering Director James Gaertner explained a feasibility study was conducted with TxDOT and it is anticipated that this development will generate enough traffic at some point to warrant a signal light. City Manager Michael Scott noted the area was zoned in 2014 with the North Grove Master Planned Development.

Parks and Recreation Director Gumaro Martinez reviewed Item 19. and thanked Assistant Director Brad Barnes for his work on the proposed Ordinance updating Park Pavilion Fees and Chautauqua Rental Fees. He noted comparable municipalities were used to gage our fee structure. Mr. Martinez explained the Park Board reviewed and approved the recommended fee structure at their January 7th meeting.

Utilities Director David Bailey reviewed Item 20. noting staff recommended approval of a bid award to Circle H Contractors, L.P. associated with the construction of the BNSF Railroad 18" Water Line Project Phase 1 and Phase 2 in the amount of \$1,723,847.75. He noted staff also recommended Council approve a 5% construction contingency for the project.

3. Adjourn

There being no further business, the meeting adjourned at 6:45 p.m.

Respectfully submitted,

Amber Villarreal
Assistant City Secretary

City Council
April 13, 2021

(56)

A City of Waxahachie City Council Retreat was held at the Waxahachie Civic Center, Crape Myrtle Room, 2000 Civic Center Lane, Waxahachie, Texas on Tuesday, April 13, 2021 at 8:30 a.m.

Council Members Present: David Hill, Mayor, Council Member Place 1
Mary Lou Shipley, Mayor Pro Tem
Chuck Beatty, Council Member
Melissa Olson, Council Member Place 3
Doug Barnes, Council Member Place 2

Others Present: Michael Scott, City Manager
Albert Lawrence, Assistant City Manager
Tommy Ludwig, Assistant City Manager
Amber Villarreal, Assistant City Secretary

1. Call to Order

Mayor David Hill called the meeting to order.

2. Presentations and Discussion:

- Introduction - City Manager Michael Scott thanked everyone for their attendance and explained the purpose of the retreat is to give department updates to City Council and discuss future projects and requests for City Council.
- Terry Welch, Brown & Hofmeister, provided a legislative update of possible bills, if approved, that will affect cities.
- City Attorney Robert Brown provided a general overview of Special Districts.
- Jason Moardo, ETC, reviewed the Community Survey results.
- Director of Communications and Marketing Amy Borders reviewed the 2021 Railyard Park schedule and potential events.
- Director of Public Works and Engineering James Gaertner reviewed the FY 21 Street Rehabs and Sidewalks projects.
- Jon Vidaurri, Vidaurri Management Group, reviewed the City Hall Annex project noting construction is expected to begin in July 2021 with a project completion of September 2022.
- Director of Utilities David Bailey reviewed the Wastewater Treatment Plant progress.
- Planning Director Shon Brooks provided an update on the Midlothian/Waxahachie Trail which would run from Getzendaner Park to Midlothian Parkway.
- Parks and Recreation Director Gumaro Martinez reviewed the following Parks Projects: Penn Park Pool, Lake Parks Master Plan, Park Restrooms, and Splash Pad Season.
- Downtown Development Director Anita Simpson reviewed the new Farmer's Market Location at the old ag building at 701 Howard Road.
- Building and Community Services Director Jose Martinez provided an overview of the West End Project Demolition.

(50)

- Assistant City Manager Albert Lawrence reviewed the following city owned properties: West End Project, West 287 Project, Downtown Lots, and Old Police Department Building.
- Assistant Director of Utilities Richard Abernathy reviewed AMI (Advanced Metering Infrastructure), also known as smart meters, for meter conversion project.
- Fire Chief Ricky Boyd reviewed the progress of Fire Station No. 4 noting the estimated construction cost is \$5,250,000.
- Mr. Brooks provided an update on revising the Comprehensive Plan noting the plan should be completed by June 2022.
- Police Chief Wade Goolsby and Assistant to the City Manager Chelsey Gordon reviewed the potential opportunity to do a partnership with other municipalities for a joint animal shelter or to possibly assist with renovations of current SPCA facilities.
- City Manager Michael Scott and Finance Director Chad Tustison reviewed 5 Year CIP for Streets, Parks, Public Safety, General, and Water and Wastewater. Mr. Tustison reviewed bond and debt capacity. They also discussed potential changes in projects, priorities, and funding strategies.
- Mr. Tustison reviewed the FY 22 Budget Timeline and anticipated meeting dates.

3. Adjourn

There being no further business, the meeting adjourned at 4:10 p.m.

Respectfully submitted,

Amber Villarreal
Assistant City Secretary

**Application for a Festival or Event Permit**Event Name and Description: Pyrotecnico training class and live demonstration.Classroom training on NFPA standards & live demonstration after successfully passing the test.**Applicant Information**Name: Katherine ThomasAddress: PO Box 149City, State, Zip: New Castle, PA 16103 Phone: 724.923.6628E-mail Address: kthomas@pyrotecnico.com**Organization Information**Organization Name: PyrotecnicoAddress: PO Box 149 New Castle, PA 16103Authorized Head of Organization: Pedro PerdomoPhone: 469.553.9919E-mail Address: pperdomo@pyrotecnico.com**Event Chairperson/Contact**Name: PyrotecnicoAddress: PO Box 149City, State, Zip: New Castle, PA 16103 Phone: _____

E-mail Address: _____

Event InformationEvent Location/Address: Waxahachie Civic Center 2000 Civic Center Lane Waxahachie TX 75165Purpose: Pyrotecnico Training ClassEvent Start Date and Time: April 24, 2021 - 8amEvent End Date and Time: April 24, 2021 - 5pm

Approximate Number of Persons Attending Event Per Day: 50

Site Preparation and Set-Up Date and Time: April 24, 2021 7am

Clean-Up Completion Date and Time: April 24, 2021 6pm

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc. Include any requests for city services.

Classroom for training on NFPA, test taking, and live demonstration with firing.

Requested City Services: none

Will food and/or beverages be available and/or sold? YES/~~NO~~

If yes, contact the City Health Inspector, (469) 309-4134, for permitting requirements and compliance.

*Will alcohol be available and/or sold? YES/~~NO~~

If yes, will the event be in the Historic Overlay District? YES/~~NO~~

Will dumpsters be needed? No

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/~~NO~~ If so, provide a copy of the current FAA License.

Please submit a site plan showing the layout of the event including equipment, stages, and street locations.

I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WAXAHACHIE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.



Signature of Applicant

4.1.2021

Date

** Please note that approval of this permit does not replace/modify compliance with all applicable state laws as specified by the Texas Alcoholic Beverage Commission (TABC).*



Google Earth

© 2021 Google



- Firing Site



- Closed



- Safety Fallout Zone



- 140' Radius

2" Maximum Device Per NFPA 70' Per Inch Policy

PYROTECNICO Fireworks Display Site Plan

Waxahachie Civic Center
2000 Civic Center Lane
Waxahachie, TX 75165

NOTES

* Site plan drawn to approx. scale using NFPA 1123, NFPA 1126, NFPA 160 as applicable.

* Roaming Personnel to secure fallout zone on all four sides

* No Healthcare, detention or correctional facilities within distance required by NFPA 1123. No asylum, church, hospital, license childcare, or open school is within 600' of firing site.



PYROTECNICO **fx**



(5d)

(5d)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Monday, April 5, 2021 8:48 AM
To: Villarreal, Amber
Cc: Rodgers, John
Subject: RE: Event Application-Pyrotecnico Training

I have no concerns with this request other than those related to the firing of the fireworks and I believe they have been in communication with John about that.

Ricky Boyd, Fire Chief

Waxahachie Fire-Rescue
214-463-9335

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Monday, April 5, 2021 8:15 AM
To: Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Ortiz, April <aortiz@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application-Pyrotecnico Training

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For your review/comments.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(51)

Villarreal, Amber

From: Wade Goolsby <wgoolsby@waxahachiepd.org>
Sent: Monday, April 12, 2021 9:53 AM
To: Villarreal, Amber
Subject: RE: Event Application-Pyrotecnico Training

I don't have any issues..

Wade G. Goolsby
Chief of Police
Waxahachie Police Department
630 Farley St.
Waxahachie, TX 75165
469-309-4414

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Monday, April 5, 2021 8:15 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsby <wgoolsby@waxahachiepd.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Ortiz, April <aortiz@waxahachie.com>
Cc: Michael Scott <mscott@waxahachie.com>; Albert Lawrence <alawrence@waxahachie.com>; Tommy Ludwig <tludwig@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application-Pyrotecnico Training

For your review/comments.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(5d)

Villarreal, Amber

From: Ortiz, April
Sent: Monday, April 12, 2021 11:12 AM
To: Villarreal, Amber; Ricky Boyd; Wade Goolsbey; Griffith, Thomas
Cc: Scott, Michael; Lawrence, Albert; Ludwig, Tommy; Crocker, Clarice
Subject: RE: Event Application-Pyrotecnico Training

Amber,

I am good with this event. I actually reached out to John Rodgers prior to them booking the event to even see if this was a possibility. He let us know there are allowances for such a request and I provided the client with John's contact information so he could speak to them directly.

Thank you,

April Ortiz

Director
Waxahachie Civic Center
469-309-4040 Office
469-309-4041 Direct
aortiz@waxahachie.com

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Monday, April 5, 2021 8:15 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoalsby@waxahachiepd.org>; Griffith, Thomas <john.griffith@waxahachie.com>; Ortiz, April <aortiz@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application-Pyrotecnico Training

For your review/comments.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(5e)



Application for a Festival or Event Permit

Event Name and Description: CLASSIC TRUCK NATIONALS

Applicant Information

Name: Terry Hill

Address: 207 N. N. Drive

City, State, Zip: WAX TX 75165 Phone: 972-921-5187

E-mail Address: CLASSICTRUCKNATIONALS@gmail.com

Organization Information

Organization Name: CLASSIC TRUCK NATIONALS

Address: 207 N. N. Drive

Authorized Head of Organization: Terry Hill

Phone: 972-921-5187 E-mail Address: CLASSICTRUCKNATIONALS@gmail.com

Event Chairperson/Contact

Name: Terry Hill

Address: 207 N. N. Drive

City, State, Zip: WAX TX 75165 Phone: 972-921-5187

E-mail Address: CLASSICTRUCKNATIONALS@gmail.com

Event Information

Event Location/Address: Gretzen Arena Park

Purpose: CLASSIC TRUCK SHOW

Event Start Date and Time: JUNE 10th 8A - 5 PM

(5e)

Event End Date and Time: 5 pm

Approximate Number of Persons Attending Event Per Day: 2500

Site Preparation and Set-Up Date and Time: June 11th 1pm

Clean-Up Completion Date and Time: June 12th 7pm

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc. Include any requests for city services.

Will host about 600 Trucks with Vendors
Booths.

Will food and/or beverages be available and/or sold? YES/NO

*Will alcohol be available and/or sold? YES/NO

If yes, will the event be in the Historic Overlay District? YES/NO

If food will be prepared on-site, a Temporary Food Permit must be obtained by the Environmental Health Department.

Will dumpsters be needed? NO - we will use the trash cans provided

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/NO If so, provide a copy of the current FAA License.

Please submit a site plan showing the layout of the event including equipment, stages, and street locations.

I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WAXAHACHIE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.

[Signature] 4/1/21
Signature of Applicant Date

* Please note that approval of this permit does not replace/modify compliance with all applicable state laws as specified by the Texas Alcoholic Beverage Commission (TABC).

(5e)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Monday, April 5, 2021 8:08 AM
To: Villarreal, Amber
Subject: RE: Event Application-Classic Truck Nationals

I have no concerns other than those related to Covid.

Ricky Boyd, Fire Chief

Waxahachie Fire-Rescue

214-463-9335

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Monday, April 5, 2021 8:05 AM
To: Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <Imosley@waxahachiecvb.com>; Martinez, Jose <jose.martinez@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application-Classic Truck Nationals

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For your review/comments.

Thank you,

Amber Villarreal, TRMC, CMC

Assistant City Secretary

City of Waxahachie

Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168

www.waxahachie.com

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(5e)

Villarreal, Amber

From: Me'Lony Jordan
Sent: Monday, April 5, 2021 11:21 AM
To: Villarreal, Amber; Ricky Boyd; Wade Goolsbey; Martinez, Gumaro; Drewry, Michaela; Griffith, Thomas; Mosley, Laurie; Martinez, Jose
Cc: Scott, Michael; Lawrence, Albert; Ludwig, Tommy; Crocker, Clarice
Subject: RE: Event Application-Classic Truck Nationals

Please be sure ALL food vendors apply for temporary event permits. 48 prior to event.

*Me'Lony Jordan
City of Waxahachie
Health Inspector, FSJO
401 S. Rogers St.
Waxahachie, TX 75165*

*Office (469) 309-4134
Cell (972) 740-6724*

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Monday, April 5, 2021 8:05 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Martinez, Jose <jose.martinez@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application-Classic Truck Nationals

For your review/comments.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
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(6e)

Villarreal, Amber

From: Mosley, Laurie
Sent: Tuesday, April 6, 2021 8:33 AM
To: Villarreal, Amber
Subject: RE: Event Application-Classic Truck Nationals

I see no problems with this event as it relates to my department. Thank you!!

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Monday, April 5, 2021 8:05 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <Imosley@waxahachiecvb.com>; Martinez, Jose <jose.martinez@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application-Classic Truck Nationals

For your review/comments.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
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(5c)

Villarreal, Amber

From: Martinez, Gumaro
Sent: Thursday, April 15, 2021 1:06 PM
To: Villarreal, Amber; Drewry, Michaela
Subject: RE: Event Applications

Parks doesn't have any issues or concerns with these events.

Gumaro Martinez
City of Waxahachie
Director of Parks & Recreation
401 S. Elm
Waxahachie, TX 75165
469.309.4271 direct
214.903.3676 work cell
gmartinez@waxahachie.com

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From: Villarreal, Amber
Sent: Thursday, April 15, 2021 1:00 PM
To: Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>
Subject: FW: Event Applications

Have you had a chance to review the attached applications? If so, can you send me your comments so we can include in the council packet in the morning.

Thank you!

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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From: Villarreal, Amber
Sent: Monday, April 5, 2021 8:05 AM
To: Ricky Boyd <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Martinez, Jose <jose.martinez@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy

(5F)



April 12, 2021

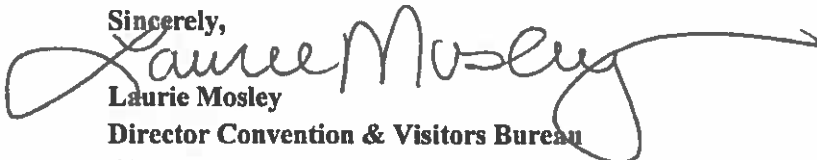
**Ms. Lori Cartwright
City Secretary
City of Waxahachie
P.O. Box 757
Waxahachie, TX 75168**

SUBJECT: Crape Myrtle Fireworks Display

Dear Lori:

We are requesting permission to conduct a fireworks display on Saturday, July 3, 2021 at 9 p.m. We have received permission from Alan Doan to use the Roye's property on Brown Street. The Fire Department has been contacted, and the fireworks company has secured all permits from the state.

Sincerely,


**Laurie Mosley
Director Convention & Visitors Bureau
City of Waxahachie**

**cc: Michael Scott, City Manager, City of Waxahachie
Ricky Boyd, Fire Chief, City of Waxahachie
Dale Sigler, Asst. Police Chief, City of Waxahachie**

**Waxahachie Convention & Visitors Bureau
2000 Civic Center Lane, Waxahachie, TX 75165 • 469-309-4045**



(59)

Application for a Festival or Event Permit

Event Name and Description: C/OS in the Park

Applicant Information

Name: Terry Hill

Address: 207 NOCOWA Dr

City, State, Zip: WAX TX 75165 Phone: 972-921-5187

E-mail Address: _____

Organization Information

Organization Name: C/OS in the Park

Address: 207 NOCOWA Drive

Authorized Head of Organization: Terry Hill

Phone: 972-921-5187 E-mail Address: C/OS in the Park@yahoo.com

Event Chairperson/Contact

Name: Terry Hill

Address: 207 NOCOWA Drive

City, State, Zip: WAX, TX 75165 Phone: 972-921-5187

E-mail Address: C/OS in the Park@yahoo.com

Event Information

Event Location/Address: Fetzerdalen Park

Purpose: CLASSIC Truck Show

Event Start Date and Time: September 18th 8 AM

(59)

Event End Date and Time: September 18th 5pm

Approximate Number of Persons Attending Event Per Day: 4000 to 5000

Site Preparation and Set-Up Date and Time: September 17th 1pm

Clean-Up Completion Date and Time: September 18th 12pm

List all activities that will be conducted as a part of this event including street closures, traffic control, vendor booths, etc. Include any requests for city services.

will host over 1300 Trucks and have vendor booths - TRASH pick up

Traffic control - Between Grand & main will need porta potties

Will food and/or beverages be available and/or sold? YES/NO

*Will alcohol be available and/or sold? YES/NO

If yes, will the event be in the Historic Overlay District? YES/NO

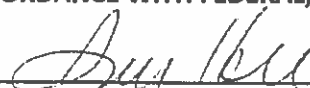
If food will be prepared on-site, a Temporary Food Permit must be obtained by the Environmental Health Department.

Will dumpsters be needed? NO - we use TRASH cans provided

Will an Unmanned Aircraft Systems Unit (drone) be used? YES/NO If so, provide a copy of the current FAA License.

Please submit a site plan showing the layout of the event including equipment, stages, and street locations.

I, THE UNDERSIGNED APPLICANT, AGREE TO INDEMNIFY AND HOLD HARMLESS THE CITY OF WAXAHACHIE, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES AGAINST ALL CLAIMS OF LIABILITY AND CAUSES OF ACTION RESULTING FROM INJURY OR DAMAGE TO PERSONS OR PROPERTY ARISING OUT OF THE SPECIAL EVENT. DUE TO COVID-19, I ALSO UNDERSTAND APPROVAL OF MY EVENT IS SUBJECT TO THE THEN CURRENT NECESSARY PRECAUTIONS RESULTING FROM COVID CASE TRENDS AS WELL AS ANY CHANGE IN ACCORDANCE WITH FEDERAL, STATE, OR LOCAL ORDERS.



Signature of Applicant

4/1/21

Date

*** Please note that approval of this permit does not replace/modify compliance with all applicable state laws as specified by the Texas Alcoholic Beverage Commission (TABC).**

59)

Villarreal, Amber

From: Boyd, Ricky <RBoyd@waxahachiefire.org>
Sent: Monday, April 5, 2021 8:08 AM
To: Villarreal, Amber
Subject: RE: Event Application-C10s in the Park

I have no concerns other than those related to Covid.

Ricky Boyd, Fire Chief

Waxahachie Fire-Rescue
214-463-9335

From: Villarreal, Amber [mailto:avillarreal@waxahachie.com]
Sent: Monday, April 5, 2021 8:05 AM
To: Boyd, Ricky <RBoyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Martinez, Jose <jose.martinez@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application-C10s in the Park

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For your review/comments.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie

Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

This e-mail is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information. Any review, dissemination, copying, printing or other use of this e-mail by persons or entities other than the addressee is prohibited. If you have received this e-mail in error, please contact the sender immediately and delete the material.

Attention Public Officials: A "Reply to All" of this email message could lead to violations of the Texas Open Meetings Act. If replying, please reply only to the sender.

(59)

Villarreal, Amber

From: Martinez, Jose
Sent: Tuesday, April 6, 2021 8:54 AM
To: Villarreal, Amber; Ricky Boyd; Wade Goolsbey; Martinez, Gumaro; Drewry, Michaela; Griffith, Thomas; Mosley, Laurie; Me'Lony Jordan
Cc: Scott, Michael; Lawrence, Albert; Ludwig, Tommy; Crocker, Clarice
Subject: RE: Event Application-C10s in the Park

Good morning,

All food vendors must apply for temporary food permits. Applications must be made 2 business days or more before event.

Thank you,



Jose E. Martinez, D.R.
Senior Director
Building & Community Services
City of Waxahachie
O: 469-309-4038
C: 214-301-8214
Jose.martinez@waxahachie.com

From: Villarreal, Amber <avillarreal@waxahachie.com>
Sent: Monday, April 5, 2021 8:05 AM
To: Ricky Boyd <rboyd@waxahachiefire.org>; Wade Goolsbey <wgoolsby@waxahachiepd.org>; Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>; Griffith, Thomas <john.griffith@waxahachie.com>; Mosley, Laurie <lmosley@waxahachiecvb.com>; Martinez, Jose <jose.martinez@waxahachie.com>; Me'Lony Jordan <mjordan@waxahachie.com>
Cc: Scott, Michael <msscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy <tludwig@waxahachie.com>; Crocker, Clarice <ccrocker@waxahachie.com>
Subject: Event Application-C10s in the Park

For your review/comments.

Thank you,

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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(59)

Villarreal, Amber

From: Martinez, Gumaro
Sent: Thursday, April 15, 2021 1:06 PM
To: Villarreal, Amber; Drewry, Michaela
Subject: RE: Event Applications

Parks doesn't have any issues or concerns with these events.

Gumaro Martinez
City of Waxahachie
Director of Parks & Recreation
401 S. Elm
Waxahachie, TX 75165
469.309.4271 direct
214.903.3676 work cell
gmartinez@waxahachie.com

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From: Villarreal, Amber
Sent: Thursday, April 15, 2021 1:00 PM
To: Martinez, Gumaro <gmartinez@waxahachie.com>; Drewry, Michaela <michaela.drewry@waxahachie.com>
Subject: FW: Event Applications

Have you had a chance to review the attached applications? If so, can you send me your comments so we can include in the council packet in the morning.

Thank you!

Amber Villarreal, TRMC, CMC
Assistant City Secretary
City of Waxahachie
Direct (469) 309-4006 | Fax (469) 309-4003 | PO Box 757, Waxahachie, Texas 75168
www.waxahachie.com

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Cc: Scott, Michael <mscott@waxahachie.com>; Lawrence, Albert <alawrence@waxahachie.com>; Ludwig, Tommy



Memorandum

To: Honorable Mayor and City Council
From: Michael Scott, City Manager
Thru:
Date: April 14, 2021
Re: Replacement Chairs Budget Adjustment

As has become increasingly apparent to Council, staff and visitors to City Hall alike, the conference room and dais chairs have exceeded their useful life. Many of the chairs have broken seatbacks, broken adjustment levers and/or may be unable to be used. Staff has identified a replacement chair that is suitable for these applications and is requesting a budget adjustment in the amount of \$6,813 to move forward with this purchase. The selected model chairs should be delivered within 2-3 weeks of being ordered.

Thank you for your kind consideration of this request.



Memorandum

To: Honorable Mayor and City Council
From: Gumaro Martinez, Director of Parks and Recreation
Thru: Michael Scott, City Manager *for long term*
Date: April 15, 2021
Re: Consider Waxahachie Community Development Corporation Expenditure for the Waxahachie Dog Park and Parking Improvements

Item Description: Consider Waxahachie Community Development Corporation expenditure not to exceed \$724,828 for the redevelopment of the Waxahachie Dog Park and parking lot improvements.

Recommendation: The Waxahachie Community Development Corporation recommends approval of an expenditure not to exceed \$724,828 for the redevelopment of the Waxahachie Dog Park and parking lot improvements.

Item Summary: The Waxahachie dog park started in 2013 as a resident initiated fund-raising project, and along with assistance from the Chamber of Commerce and the City of Waxahachie, Wags-a-hachie Dog Park was formed. The initial cost of the project was approximately \$25,000 and has been a great attraction for our community and beyond. With the Farmer's Market moving into the locale adjacent to the dog park, the Waxahachie Community Development Corporation felt this would be a great opportunity to redevelop the dog park, and add a new concrete parking lot with ADA sidewalk connections to the restroom and the Farmer's Market. In line with the recent improvements to south downtown, this project will add cohesiveness and synergy between the dog park, the Waxahachie Creek Hike and Bike trail, Farmer's Market, and Railyard Park.

On April 15, 2021, the Waxahachie Community Development Corporation (WCDC) unanimously approved \$724,828 for the redevelopment of the Waxahachie dog park and parking lot improvements. The project will consist of approximately 28,450 square feet of concrete parking, new pipe rail fencing, new fencing with mow strip for the dog park areas, solar lighting, dog play and agility features, new benches and waste receptacles, and new shade structures. There will also be some beautification landscaping and an art mural as part of the project.

Fiscal Impact: The proposed \$724,828 expenditure would be funded out of the WCDC unrestricted reserve balance and not the General Fund. The WCDC has sufficient fund balance to cover the expenditure.



Memorandum

To: Honorable Mayor and City Council
From: Shon Brooks, Director of Planning
Thru: Tommy Ludwig, Assistant City Manager
Date: April 8, 2021
Re: ZDC-42-2021 – The Bungalows at Cantrell



On April 8, 2021, the applicant requested to continue case number ZDC-42-2021 from the April 13, 2021 Planning and Zoning Commission meeting agenda and the April 19, 2021 City Council meeting agenda to the April 27, 2021 Planning and Zoning Commission meeting agenda, and the May 3, 2021 City Council meeting agenda.

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-43-2021



MEETING DATE(S)

Planning & Zoning Commission: April 13, 2021

City Council: April 19, 2021

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held April 13, 2021, the Commission voted 6-0 to recommend approval of case number ZDC-43-2021, per staff comments.

CAPTION

Public Hearing on a request by Ron Barson, Ledbetter Real Estate LTD, for a **Zoning Change** from Planned Development-37-General Retail to Planned Development-General Retail, located at 1014 Ferris Avenue, Suite 106 (being a portion of Property ID 176876) - Owner: LEDBETTER REAL ESTATE LTD (ZDC-43-2021)

APPLICANT REQUEST

The applicant is requesting approval of a Planned Development to allow for storage of wine within an existing building (1014 Ferris Ave, Suite 106).

CASE INFORMATION

Applicant: Ron Barson, Ledbetter Real Estate

Property Owner(s): Ron Barson, Ledbetter Real Estate

Site Acreage: 0.576 acres

Current Zoning: Planned Development-37-General Retail

Requested Zoning: Planned Development-General Retail

SUBJECT PROPERTY

General Location: 1014 Ferris Avenue, Suite 106

Parcel ID Number(s): 176876

Existing Use: Ferris Plaza (Retail Center)

Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	GR	Retail Use
East	GR	Pollo Regio Restaurant
South	GR	Retail/Residential Use
West	GR	AutoZone

Future Land Use Plan:

Retail

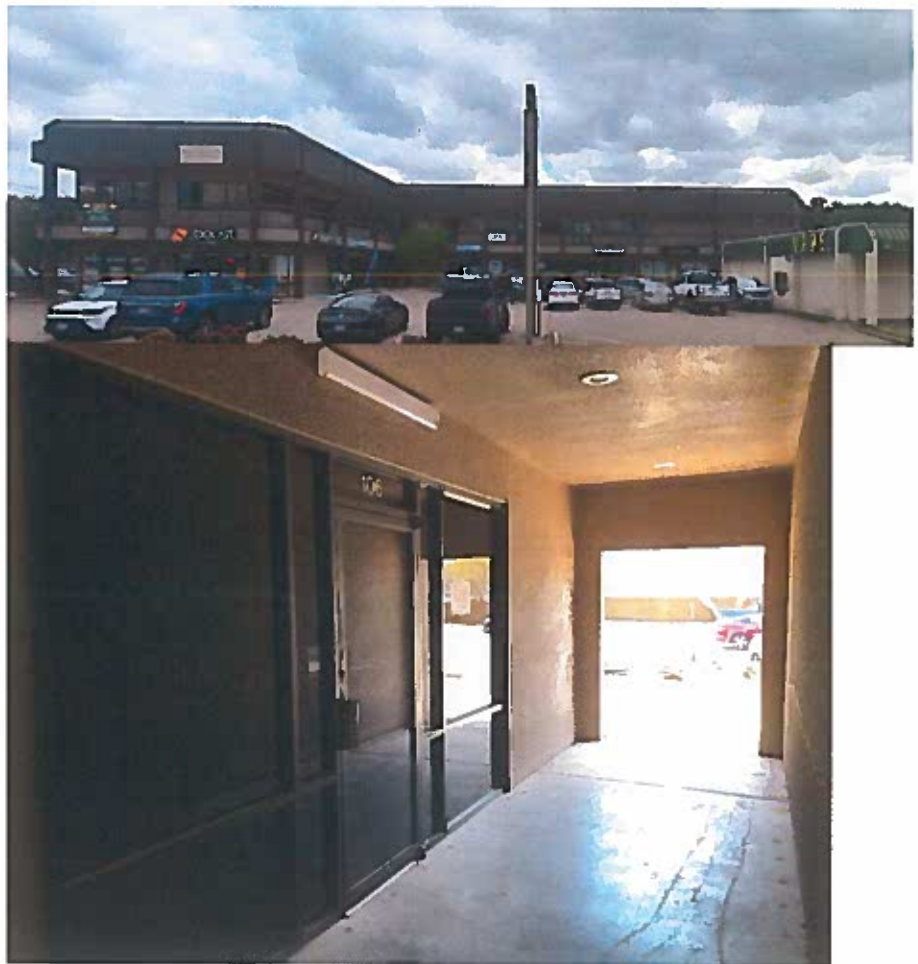
Comprehensive Plan:

Retail includes areas that have restaurants, shops, grocery stores, and personal service establishments. Retail businesses generally require greater visibility than do other types of nonresidential land use (e.g., office, commercial).

Thoroughfare Plan:

The subject property is accessible via Ferris Ave. and 6th St.

Site Image:



PLANNING ANALYSIS**Purpose of Request:**

The applicant is requesting approval of a Planned Development to allow for a storage warehouse use within the General Retail zoning district. Due to the Storage Warehouse use not being allowed within the General Retail zoning district, the requested Planned Development must be approved by City Council.

Proposed Use:

The applicant is requesting approval of a Planned Development to allow for the storage of wine within an existing building (Suite 106) located at 1014 Ferris Avenue. Per the applicant, the existing office will only be used for storage and not accessible to the general public. The wine is intended to be stored in cases. Per the TABC (Texas Alcohol Beverage Commission) website, in order to receive a winery storage permit, TABC states that "in order to store wine, the storage must be located in a wet city and climate controlled environment. The applicant intends to store the wine at the subject property for a maximum of two years.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 23 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PUBLIC OWNER NOTIFICATION RESPONSES

Staff received five (5) letters of opposition for the proposed use.

- 4 letters of opposition were submitted by one property owner.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☐ Approval, as presented.
- ☒ **Approval, per the following comments:**
 1. If the applicant's approved use exceeds two years from the City Council/Ordinance approval date, staff recommends that the applicant come back to City Council to amend the Planned Development to allow for more time.

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. Ordinance
3. Location Exhibit
4. Floor Plan Layout

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

PropertyID	Owner's Address	Acreage	Legal Description	Owner's Address	Owner's City	Owner's State	Owner's ZIP	Physical Address
173189	LEDBETTER REAL ESTATE LTD	0.284	LOT 1 DYESS-BALES ADD 0.284 AC	105 RIDGECREST DR.	WAXAHACHIE	TX	75165	CRIDDLE ST WAXAHACHIE TX 75165
173190	JORDAN IRVIN D & MELONY A	0.142	LOT 2 DYESS-BALES ADD .142 AC	413 DUNN ST	WAXAHACHIE	TX	75165	413 DUNN ST WAXAHACHIE TX 75165
174786	VIEN LADD	0.142	LOT 2 LYONN PLACE .142 AC	1015 FERRIS AVE	WAXAHACHIE	TX	75165	415 DUNN ST WAXAHACHIE TX 75165
176865	CHANEY BOYS	0.165	LOT 3 BLK 17 WILLIAMS-REV 0.165 AC	1601 LIVE OAK ST	COMMERCE	TX	75428	1008 FERRIS AVE WAXAHACHIE TX 75165
176866	AXL & L ENTERPRISES LLC	0.4313	ALL 18 WILLIAMS 0.4313 ACRES	3711 FM 1446	WAXAHACHIE	TX	75167	1102 FERRIS AVE WAXAHACHIE TX 75165
176867	MDJ CORP SONIC DRIVE IN	0.39	ALL 18A WILLIAMS 0.39 ACRES	1104 FERRIS AVE	WAXAHACHIE	TX	75165	1104 FERRIS AVE WAXAHACHIE TX 75165
176875	LEDBETTER REAL ESTATE LTD	0.234	LOT 1 BLK 16 WILLIAMS-REV 0.234 AC	105 RIDGECREST DR.	WAXAHACHIE	TX	75165	1006 FERRIS AVE WAXAHACHIE TX 75165
176876	LEDBETTER REAL ESTATE LTD	0.576	LOT 1;2;4 BLK 17 WILLIAMS-REV 0.576 AC	105 RIDGECREST DR.	WAXAHACHIE	TX	75165	1014 FERRIS AVE WAXAHACHIE TX 75165
176877	COOPER SHERRI & RANDY PAMETICKY	0.136	LOT 5 BLK 9 WILLIAMS-REV 0.136 AC	206 W CRIDDLE ST	WAXAHACHIE	TX	75165	206 W CRIDDLE ST WAXAHACHIE TX 75165
176883	BARTON MICHAEL G	0.163	4 8 WILLIAMS 0.163 ACRES	129 COUNTRY DR	WAXAHACHIE	TX	75165	409 DUNN ST WAXAHACHIE TX 75165
176887	BRADLEY CONNIE	0.262	LOT 3 BLK 9 WILLIAMS-REV .262 AC	503 DUNN ST	WAXAHACHIE	TX	75165	503 DUNN ST WAXAHACHIE TX 75165
176888	KARAMATIC DANA H	0.433	LOT 4 BLK 9 WILLIAMS-REV .433 AC	501 DUNN ST	WAXAHACHIE	TX	75165	501 DUNN ST WAXAHACHIE TX 75165
176889	SHARP RYAN & AMBER D	0.199	LOT 3 BLK 7 WILLIAMS-REV .199 AC	306 W ROSS ST	WAXAHACHIE	TX	75165	306 W ROSS ST WAXAHACHIE TX 75165
176890	MC ENTIRE SAM & RACHAEL	0.175	4 7 WILLIAMS 0.175 ACRES	403 DUNN ST	WAXAHACHIE	TX	75165	403 DUNN ST WAXAHACHIE TX 75165
176893	BUCKNER GERALD E & CINDY L	0.098	LOT 3 BLK 8 WILLIAMS-REV 0.098 AC	3541 FM 878	WAXAHACHIE	TX	75165	306 W 6TH ST WAXAHACHIE TX 75165
176897	BALSAMO THERESE A	0.098	LOT 1 BLK 7 WILLIAMS-REV 0.098 AC	305 W 6TH ST	WAXAHACHIE	TX	75165	305 W 6TH ST WAXAHACHIE TX 75165
176898	BLACK AMBER M	0.175	2 7 WILLIAMS 0.175 ACRES	405 DUNN ST	WAXAHACHIE	TX	75165	405 DUNN ST WAXAHACHIE TX 75165
176941	KAH III LLC DBA KS HOOGLAND III LLC	0.7285	LOT 2B-R BLK 28 WILLIAMS-REV 0.7285 AC	2500 LEHIGH AVE	GLENVIEW	IL	60026	1107 FERRIS AVE WAXAHACHIE TX 75165
176945	ONE FERRIS PROPERTY LLC	0.406	LOT 1 BLK 26 WILLIAMS-REV .406 AC	1007 FERRIS AVE	WAXAHACHIE	TX	75165	1007 FERRIS AVE WAXAHACHIE TX 75165
176948	VIEN LADD & G LOWRIE	0.414	PT 1 27 WILLIAMS 0.414 ACRES	1015 FERRIS AVE	WAXAHACHIE	TX	75165	1015 FERRIS AVE WAXAHACHIE TX 75165
176949	VIEN LADD	0.12	LOT 2A BLK 27 WILLIAMS-REV .12 AC	1015 FERRIS AVE	WAXAHACHIE	TX	75165	402 W 6TH ST WAXAHACHIE TX 75165
176950	VIEN LADD	0.294	LOT 2B BLK 27 WILLIAMS-REV .294 AC	1015 FERRIS AVE	WAXAHACHIE	TX	75165	1009 FERRIS AVE WAXAHACHIE TX 75165
197757	AUTOZONE INC #1338	0.505	1A 16 WILLIAMS REV 0.505 ACRES	PO BOX 2198	MEMPHIS	TN	38101	1000 FERRIS AVE WAXAHACHIE TX 75165

(8)

(8)

RECEIVED MAR 31 2021



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-43-2021

JORDAN IRVIN D & MELONY A
413 DUNN ST
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, April 13, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, April 19, 2021 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. **Public Hearing** on a request by Ron Barson, Ledbetter Real Estate LTD, for a **Zoning Change** from Planned Development-37-General Retail to Planned Development-General Retail, located at 1014 Ferris Avenue, Suite 106 (being a portion of Property ID 176876) - Owner: LEDBETTER REAL ESTATE LTD (ZDC-43-2021)

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: Planning@Waxahachie.com for additional information on this request.

Case Number: ZDC-43-2021

City Reference: 173190

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **Tuesday, April 6, 2021** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

Unwanted traffic flow and noise.

Melony Jorda
Signature
Melony Jorda
Printed Name and Title

March 27, 2021
Date
413 Dunn St.
Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



(8)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-43-2021

VIEN LADD
1015 FERRIS AVE
WAXAHACHIE, TX 75165

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, April 13, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, April 19, 2021 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

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Case Number: ZDC-43-2021

City Reference: 174786

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☐ SUPPORT

☒ OPPOSE

Comments:

Ladd Vien
Signature

3/26/21
Date

owner
Printed Name and Title

314 Dunn St
Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

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(8)



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-43-2021

VIEN LADD & G LOWRIE
1015 FERRIS AVE
WAXAHACHIE, TX 75165

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Case Number: ZDC-43-2021

City Reference: 176948

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☐ SUPPORT

☒ OPPOSE

Comments:

Ladd Low
Signature

3/26/21
Date

Owner
Printed Name and Title

1015 Ferris Ave
Address

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(8)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-43-2021

◇◇◇◇◇

VIEN LADD
1015 FERRIS AVE
WAXAHACHIE, TX 75165

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Case Number: ZDC-43-2021

City Reference: 176949

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☐ SUPPORT

☒ OPPOSE

Comments:

Ladd Vien
Signature

3/26/21
Date

owner
Printed Name and Title

402 W 6th St
Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



(8)

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-43-2021

VIEN LADD
1015 FERRIS AVE
WAXAHACHIE, TX 75165

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Case Number: ZDC-43-2021

City Reference: 176950

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☐ SUPPORT

☒ OPPOSE

Comments:

Ladd Vien
Signature

3/26/21
Date

owner
Printed Name and Title

1009 Ferris Ave
Address

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If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT-37-GENERAL RETAIL (PD-37-GR) TO PLANNED DEVELOPMENT-GENERAL RETAIL (PD-GR), LOCATED AT 1014 FERRIS AVENUE, SUITE 106, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 0.576 ACRES KNOWN AS A PORTION OF PROPERTY ID 176876 OF LOT 1; 2; 4 BLOCK 17 WILLIAMS-REV, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

WHEREAS, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, a proper application for a PD, with Concept Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-43-2021. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from PD-37-GR to PD-GR, with Concept Plan; and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

WHEREAS, a proper hearing was held as required by law and the Council having heard all arguments for and against said zoning amendment;

NOW, THEREFORE, this property is rezoned from PD-37-GR to PD-GR, with Concept Plan in order to facilitate development of the subject property in a manner that allows storage of wine (storage warehouse use) on the following property: a portion of Property ID 176876 of Lot 1; 2; 4 Block 17 Williams-Rev, which is shown on Exhibit A, and Floor Plan Layout shown as Exhibit B.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development to allow for the storage of wine (storage warehouse).

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance and shall substantially conform to the locations shown on the approved Floor Layout Plan (Exhibit B).

(9)

Development Regulations

1. The Site Plan shall conform as approved by the City Council under case number ZDC-43-2021.
2. Any zoning, land use requirement, or restriction not contained within this zoning ordinance shall conform to those requirements and/or standards prescribed in Exhibits B – Floor Layout Plan. Where regulations are not specified in Exhibits B or in this ordinance, the regulations of General Retail zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
3. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

PASSED, APPROVED, AND ADOPTED on this 19th day of April, 2021.

MAYOR

ATTEST:

City Secretary



Exhibit A - Location Exhibit

(b)



Exhibit B - Floor Plan Layout



Suite 106



1 LOCATION MAP
N.T.S.



2 SITE PLAN
1"=25'-0"

SITE DATA SUMMARY:

ZONING = RETAIL, COMMERCIAL

PROPOSED USE: CONVENIENCE STORE

BUILDING AREA: TOTAL BUILDING = 21,042 S.F.

BUILDING HEIGHT: 30'-0"

AREA OF IMPERVIOUS SURFACE: EXISTING (NO SITE WORK IN PROJECT)

PARKING REQUIRED: 875 / 200 = 5 SPACES

PARKING PROVIDED: 7 SPACES

PARKING REQUIREMENTS:

ZONING = RETAIL, COMMERCIAL

PARKING REQUIREMENTS: 1 PARKING SPACE PER EVERY 200 S.F.

LEASE SPACE SQUARE FOOTAGE: 871 S.F.

PARKING REQUIRED: 871 / 200 = 5 SPACES

PARKING PROVIDED: 7 SPACES

Property Information

Property ID: 016076
Legal Acreage: 0.58
GEO ID: 101875 017 001 001 110
Legal Description: LOT 124 E.A. 11
WILLIAMS FIELD 875 AC
Tract or Lot: 124
Abstract Subdivision Code: 100376112
Block: 11
Neighborhood Code: 00V17
School District: 212
City Limits: 300

Owner

Owner: [Redacted]
Mailing: [Redacted]
Mailing: [Redacted]
Mailing: [Redacted]

Deed

Deed: Se
Deed: De
Deed: Va
Deed: Ps
Deed: N.

Listing Agent	Broker
Jennifer B. Adams	LEONETTE REAL ESTATE
123 River Lane	708 RIDGECREST DR
Waxahachie, Texas 75165	WAXAHACHIE, TEXAS 75165
409 537 5555	

(9)

(10)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-25-2021



MEETING DATE(S)

Planning & Zoning Commission: April 13, 2021

City Council: April 19, 2021

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held April 13, 2021, the Commission voted 6-0 to recommend approval of zoning change ZDC-25-2021, subject to staff comments.

CAPTION

Public Hearing on a request by Bryan Hull, Real Estate Buy Design, for a **Zoning Change** from a Light Industrial-1 and Future Development zoning district to Planned Development-Light Industrial-1, located at 4743 N Interstate 35 (being Property ID 188458) - Owner: CARLINGFORD PROPERTIES LLC (ZDC-25-2021)

APPLICANT REQUEST

The applicant is requesting approval of a Planned Development to allow for outside storage and outdoor display.

CASE INFORMATION

Applicant: Bryan Hull, Real Estate Design

Property Owner(s): Carlingford Properties, LLC

Site Acreage: 7.081 acres

Current Zoning: Light Industrial-1 and Future Development

Requested Zoning: Planned Development-Light Industrial-1

SUBJECT PROPERTY

General Location: 4743 N Interstate Highway 35

Parcel ID Number(s): 188458

Existing Use: Currently Vacant (Previously used by Espinoza Stone)

Development History: N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	LI1	Industrial Warehouse/Storage Use
East	----	N. Interstate 35 E. Service Rd.
South	LI1	Espinoza Stone
West	FD	Undeveloped Land

Future Land Use Plan:

Highway Commercial

Comprehensive Plan:

Highway Commercial areas are intended to allow for traditional commercial land uses, but such uses should be developed to a higher standard. For example, outside storage may be permitted, but would have to be screened and not visible from the road. In addition, a more limited array of commercial uses would be permitted. Hotels, motels, and car dealerships would be permitted, for example, but manufactured home sales and self-storage buildings would not. The idea is for these areas to show a positive image of Waxahachie and make visitors want to travel into the main part of the City.

Thoroughfare Plan:

The subject property is accessible via N. Interstate Highway 35

Site Image:**PLANNING ANALYSIS****Purpose of Request:**

The applicant is requesting approval of a Planned Development to allow for outside storage and outdoor display.

Proposed Use:

The applicant, Powerscreen TX, intends to occupy the previously used Espinoza Stone site for outside storage and display. *Espinoza Stone intends to move to the adjacent site.* Powerscreen TX designs and

manufactures equipment for crushing, screening, washing, grinding, and recycling wood, concrete, stone, or other similar materials. The company also intends to store and display the heavy equipment for sale at this location. Per the Operational Plan, Powerscreen TX intends to have three full time employees in the office building. There will also be an additional two full time employees operating the warehouse building and equipment yard. Proposed hours of operation will be from 7:30am until 5:30pm, Monday thru Friday.

Additional Applicant Request

Additional Uses

Per the submitted Operational Plan, the applicant states that the lot could possibly be subdivided in the future. Due to this, the applicant is requesting to include uses within the Planned Development such as (but not limited to):

- Discount or Department Store
- Hardware or Home Improvement Center (Indoor & Outdoor)
- Banking
- Convenience Store
- Greenhouse or Plan Nursery w/Outside Display of Plants
- Amusement
- Theater
- Playhouse (Indoor)
- Auto Laundry or Car Wash
- Automotive Gasoline Service Station or Car
- Care Center
- Micro-Brewery/Restaurant

Though staff understands the reasoning for the applicant's request, staff suggests that City Council only review and vote on the current intended use for the property. Any other suggested uses shall be reviewed individually at later dates.

SPECIAL EXCEPTION/VARIANCE REQUEST

Concrete

The applicant requests that any new pavement added to the site will be crushed gravel opposed to the required concrete.

- Staff suggests that any pavement added in the future be concrete.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 5 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☐ Approval, as presented.
- ☒ **Approval, per the following comments:**

**Per recommendation of the Planning and Zoning Commission, the following recommendations should be completed prior to receiving an official Certificate of Occupancy.*

1. The operation of crushing will not be allowed at the property.
2. The front portion of the property shall be concrete.
3. Staff suggests that any pavement added in the future be concrete.
4. 6ft. ornamental fencing with landscaping should be provided along the front and side(s) of the property.

ATTACHED EXHIBITS

1. Ordinance
2. Operational Plan
3. Location Exhibit
4. Site Plan
5. Landscape Plan
6. Elevation/Façade Plan
7. Staff Report

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

(11)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM LIGHT INDUSTRIAL-1 (LI1) AND FUTURE DEVELOPMENT (FD) TO PLANNED DEVELOPMENT LIGHT INDUSTRIAL-1 (PD-LI1), LOCATED AT 4743 N INTERSTATE HIGHWAY 35, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 7.081 ACRES KNOWN AS A PORTION OF PROPERTY ID 188458 OF LOT 1, BLOCK A ESPINOZA ADDITION, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

WHEREAS, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, a proper application for a PD, with Concept Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-25-2021. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from LI1 and FD to PD-LI1, with Concept Plan; and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

WHEREAS, a proper hearing was held as required by law and the Council having heard all arguments for and against said zoning amendment;

NOW, THEREFORE, this property is rezoned from LI1 and FD to PD-LI1, with Concept Plan in order to facilitate development of the subject property in a manner that allows outdoor storage and outdoor display on the following property: a portion of Property ID 188458 of Lot 1, Block A Espinoza Addition, which is shown on Exhibit A, Site Plan shown as Exhibit B, Landscape Plan shown as Exhibit C, Elevation/Façade Plan shown as Exhibit D, and Staff Report shown as Exhibit E.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development is to allow for outdoor display and outdoor storage uses, and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this ordinance. The locations of buildings, driveways, parking areas, amenity areas, trails, fencing, and other common areas shall substantially conform to the locations shown on the approved Site Plan (Exhibit B), Landscape Plan (Exhibit C), and Elevation/Façade Plan (Exhibit D).

Development Regulations

1. The Site Plan shall conform as approved by the City Council under case number ZDC-25-2021.
2. The development shall adhere to the City Council approved in Exhibit B- Site Plan, Exhibit C – Landscape Plan, and Exhibit D – Elevation/Façade Plan.
3. The operation of crushing will not be allowed at the property.
4. The front portion of the property shall be concrete.
5. Any pavement added in the future shall be concrete.
6. 6ft. ornamental fencing with landscaping should be provided along the front and side(s) of the property, as depicted on the Landscape Plan (Exhibit C).
7. Any zoning, land use requirement, or restriction not contained within this zoning ordinance shall conform to those requirements and/or standards prescribed in Exhibits B- Site Plan, Exhibit C – Landscape Plan, Exhibit D – Elevation/Façade Plan, and Exhibit E – Staff Report. Where regulations are not specified in Exhibits B, C, D, E or in this ordinance, the regulations of Light Industrial-1 zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
8. A detailed Site Plan packet shall be administratively reviewed and approved in accordance with the Site/Concept Plan.
9. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

PASSED, APPROVED, AND ADOPTED on this 19th day of April, 2021.

(11)

MAYOR

ATTEST:

City Secretary



4/2/2021

Colby Collins
Senior Planner
City of Waxahachie
401 S. Rogers St., P.O. Box 757
Waxahachie, TX 75168

RE: Powerscreen TX
Case ZDC-25-2021

Operational Plan and Intent

Powerscreen TX will have 3 full time employees, office staff, in the office building. There will be two full time employees in the shop / warehouse building and equipment yard.

Hours of operation will be from 7:30 am until 5:30 pm, Monday thru Friday.

The purpose and intent of this Planned Development (PD) is to facilitate the change of use from Light Industrial (LI) to Planned Development (PD) and allow for future changes of use and possible subdivision in the near future. The expansion and rapid development of adjacent properties necessitates changing the zoning of Powerscreen TX's property to compatible zoning with these properties. Although Powerscreen TX's use will be heavy equipment sales, service and display, they want to allow for future use changes without necessarily going through the zone change processes.

The current Powerscreen TX project size and provided services do not lend the project to any one specific zoning classification. The current seven-acre site may be subdivided in the future to allow for multiple lots and multiple uses. It is not our intention to short-cut any city approvals or processes in the future, but to simplify the site development process. Any future subdivisions and site development plans will still go through the same processes for city approvals.

We intended to provide possible locations for future service and commercial related establishments such as Wholesale Products, General Retail, Discount or Department Store, Building Materials, Hardware or Home Improvement Center (Indoor & Outdoor), Banking, Automatic Teller Only, Convenience Store, Food and Beverage Sales Store with Gasoline Sales (Convenience Store), Grocery Store, Greenhouse or Plan Nursery w/Outside Display of Plants, Restaurant or Cafeteria (Not Drive-In Service), Amusement, Commercial (Indoor), Theater or Playhouse (Indoor), Auto Laundry or Car Wash, Automotive Gasoline Service Station or Car Care Center, Auto Parts and Accessory Sales, New (Indoor), Micro-Brewery/Restaurant, Motel or Hotel, major automotive repair, upholstery shops, and other heavy commercial uses consistent with the same allowable uses with adjacent properties.



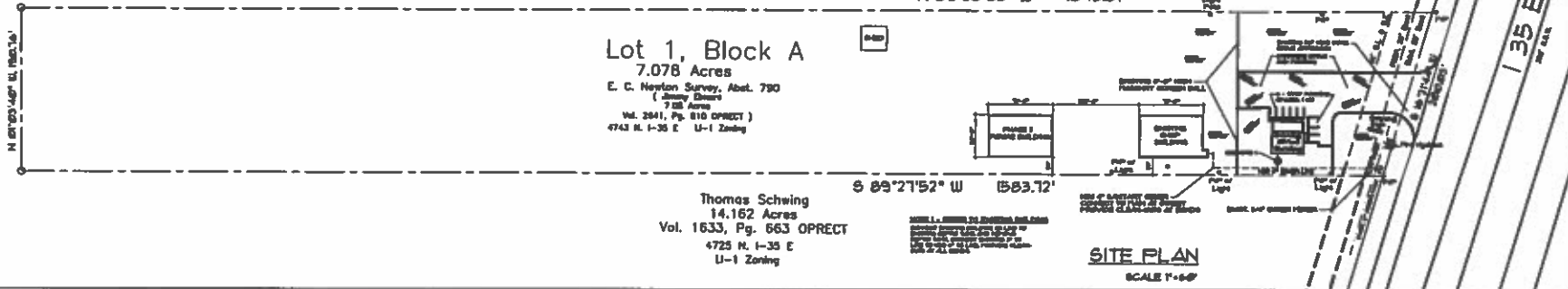
POWERSCREEN TX

4743 IH 35 E, WAXAHACHIE, TEXAS 75165

Exhibit B - Site Plan

Carolina D. Pineda-Rodriguez, et al
7.081 Acres
Vol. 2217, Pg. 2307 OPRECT
4823 N. I-35 E
U-1 Zoning

PARKING TABULATION
1,800 SQ. FT. OFFICE SPACE = 4 PARKING SPACES REQUIRED
2,000 SQUARE FEET SANDHOUSE SPACE = 3 PARKING SPACES REQD.
TOTAL REQUIRED PARKING = 7 SPACES
PARKING PROVIDED = 8 SPACES, 1 HANDICAPPED SPACE = 9 SPACES TOTAL



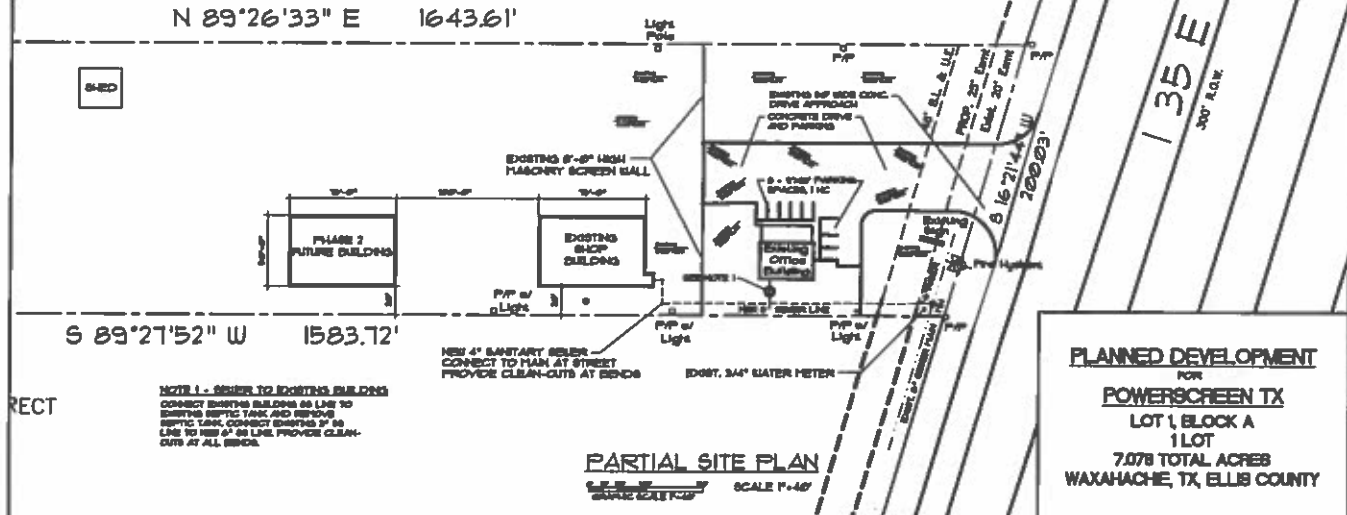
REVISIONS



VICINITY MAP
NO SCALE

Carolina D. Pineda-Rodriguez, et al
7.081 Acres
Vol. 2217, Pg. 2307 OPRECT
4823 N. I-35 E
U-1 Zoning

PARKING TABULATION
1,800 SQ. FT. OFFICE SPACE = 4 PARKING SPACES REQUIRED
2,000 SQUARE FEET SANDHOUSE SPACE = 3 PARKING SPACES REQD.
TOTAL REQUIRED PARKING = 7 SPACES
PARKING PROVIDED = 8 SPACES, 1 HANDICAPPED SPACE = 9 SPACES TOTAL



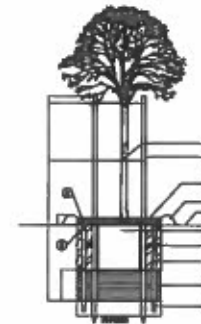
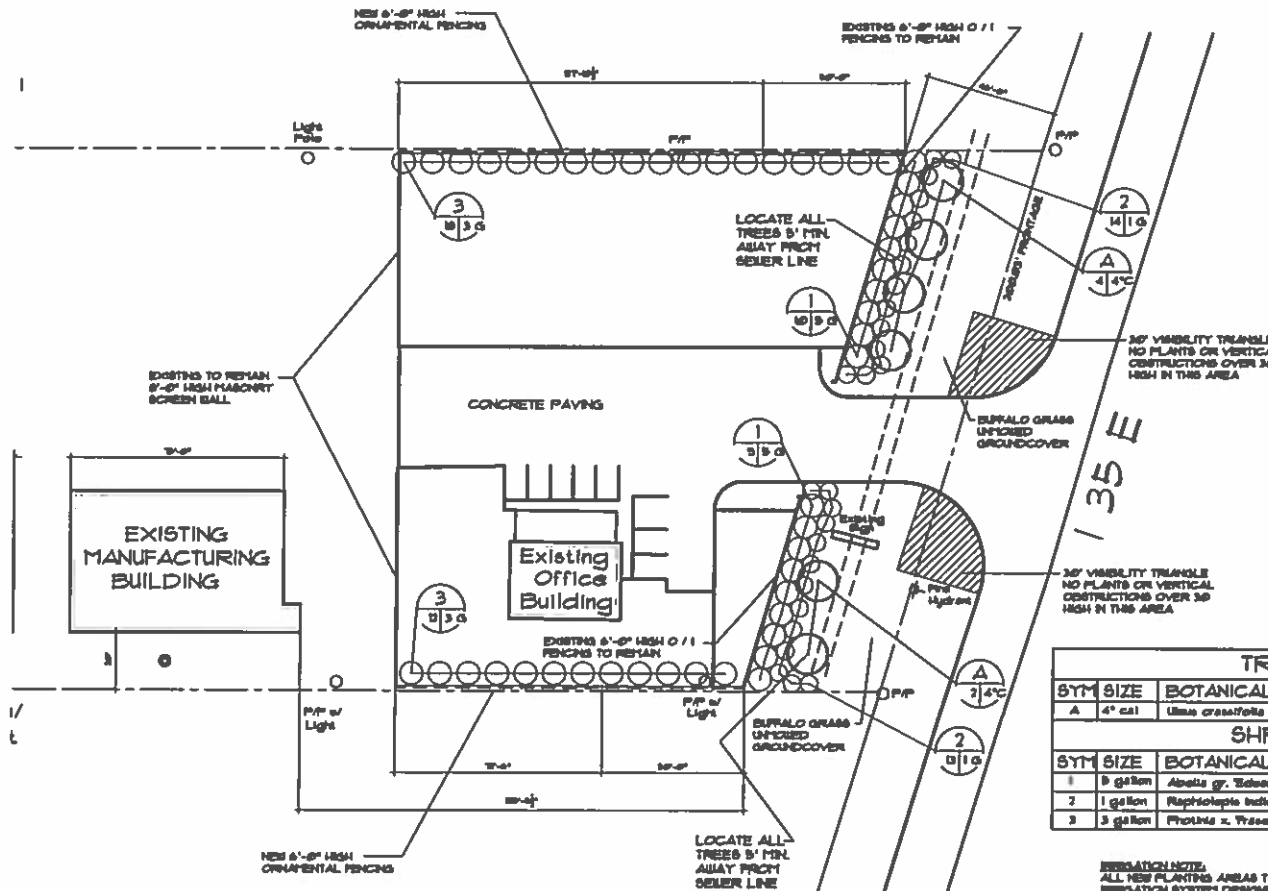
PARTIAL SITE PLAN
SCALE 1\"/>

PLANNED DEVELOPMENT
FOR
POWERSCREEN TX
LOT 1, BLOCK A
1 LOT
7.078 TOTAL ACRES
WAXAHACHE, TX, ELLIS COUNTY

MANUFACTURING BUILDING REMODEL
POWERSCREEN TX
4743 N. I-35 E, WAXAHACHE, TEXAS 75165
OWNER CONTACT: SAM HARRIS 3141263481

DATE	4/2021
SCALE	NOTED
DESIGN	STAFF
APP	ASB
DATE	4/2021
A-1	

Exhibit C - Landscape Plan



1. 1\"/>

TREE LIST			
SYM	SIZE	BOTANICAL NAME	COMMON NAME
A	4" cal	Ulmus crassifolia	Cedar Elm

SHRUB LIST			
SYM	SIZE	BOTANICAL NAME	COMMON NAME
1	5 gallon	Abelia sp. 'Edward Goucher'	Dark Glossy Abelia
2	1 gallon	Nephrolepis indica 'Princess'	Dark India Hawthorne
3	3 gallon	Prothlis x 'Princess'	Reed Prothlis

LANDSCAPE BUFFER CITY REQUIREMENTS:

1 TREE PER 40' OF FRONTAGE REQUIRED, 200' / 40' = 5 TREES REQUIRED, 6 TREES PROVIDED

40 SHRUBS REQUIRED
46 SHRUBS PROVIDED

10'-0\"/>

IRRIGATION NOTE:
ALL NEW PLANTING AREAS TO BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM DESIGNED AND INSTALLED BY A PROFESSIONAL LICENSED IRRIGATOR. SYSTEM SHALL BE DESIGNED USING WATER CONSERVATION METHODS.

PLANTING NOTE:
REFER TO SITE PLAN SHEET A-1 FOR PLANTING LOCATIONS. CONTACT SUBMITTER FOR LOCATES PRIOR TO ANY DRAINING OR TRENCHING.

LANDSCAPE PLAN
SCALE 1/8\"/>

REVISIONS



MANUFACTURING BUILDING REMODEL
POWERSCREEN TX
4120 N.W. 81ST, WILLOW PARK, TEXAS 75077

DATE	4/20/21
NOTED	
STAFF	

L-1

Exhibit D - Elevation/Facade Plan (Existing Building)

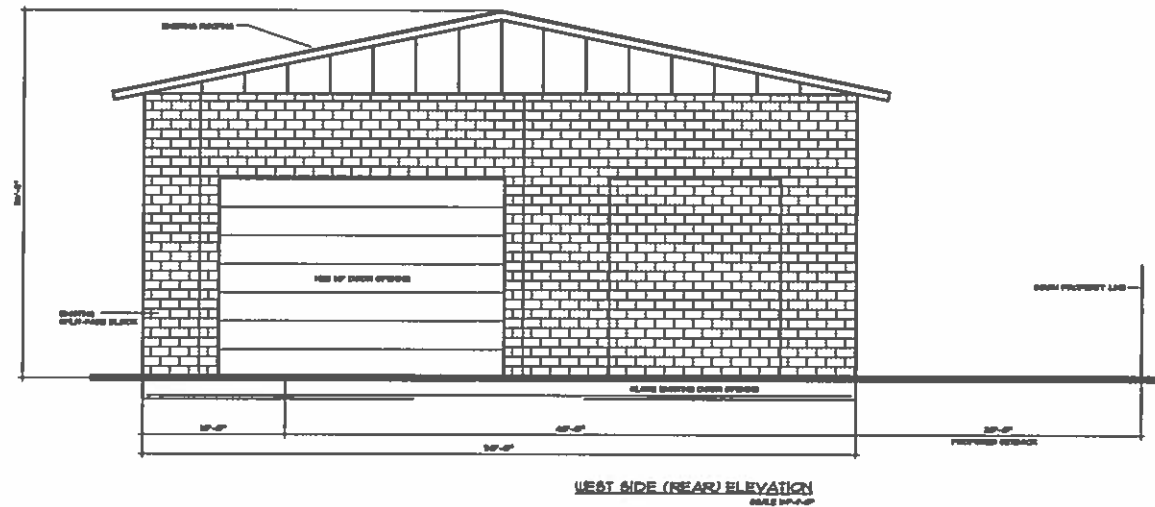
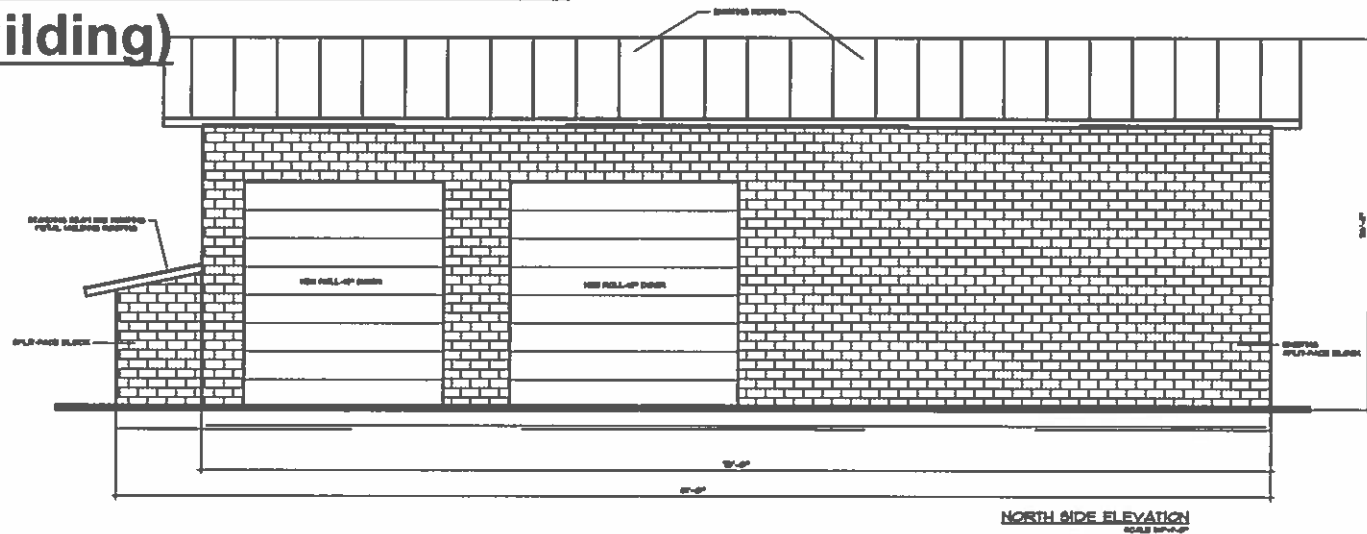


Exhibit E - Staff Report (11)

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-25-2021



MEETING DATE(S)

Planning & Zoning Commission: April 13, 2021

City Council: April 19, 2021

ACTION SINCE INITIAL STAFF REPORT

At the Planning & Zoning Commission meeting, held April 13, 2021, the Commission voted 6-0 to recommend approval of zoning change ZDC-25-2021, subject to staff comments.

CAPTION

Public Hearing on a request by Bryan Hull, Real Estate Buy Design, for a **Zoning Change** from a Light Industrial-1 and Future Development zoning district to Planned Development-Light Industrial-1, located at 4743 N Interstate 35 (being Property ID 188458) - Owner: CARLINGFORD PROPERTIES LLC (ZDC-25-2021)

APPLICANT REQUEST

The applicant is requesting approval of a Planned Development to allow for outside storage and outdoor display.

CASE INFORMATION

Applicant: Bryan Hull, Real Estate Design

Property Owner(s): Carlingford Properties, LLC

Site Acreage: 7.081 acres

Current Zoning: Light Industrial-1 and Future Development

Requested Zoning: Planned Development-Light Industrial-1

SUBJECT PROPERTY

General Location: 4743 N Interstate Highway 35

Parcel ID Number(s): 188458

Existing Use: Currently Vacant (Previously used by Espinoza Stone)

Development History: N/A

Exhibit E - Staff Report

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	LI1	Industrial Warehouse/Storage Use
East	----	N. Interstate 35 E. Service Rd.
South	LI1	Espinoza Stone
West	FD	Undeveloped Land

Future Land Use Plan:

Highway Commercial

Comprehensive Plan:

Highway Commercial areas are intended to allow for traditional commercial land uses, but such uses should be developed to a higher standard. For example, outside storage may be permitted, but would have to be screened and not visible from the road. In addition, a more limited array of commercial uses would be permitted. Hotels, motels, and car dealerships would be permitted, for example, but manufactured home sales and self-storage buildings would not. The idea is for these areas to show a positive image of Waxahachie and make visitors want to travel into the main part of the City.

Thoroughfare Plan:

The subject property is accessible via N. Interstate Highway 35

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant is requesting approval of a Planned Development to allow for outside storage and outdoor display.

Proposed Use:

The applicant, Powerscreen TX, intends to occupy the previously used Espinoza Stone site for outside storage and display. *Espinoza Stone intends to move to the adjacent site.* Powerscreen TX designs and

(11) Exhibit E - Staff Report

manufactures equipment for crushing, screening, washing, grinding, and recycling wood, concrete, stone, or other similar materials. The company also intends to store and display the heavy equipment for sale at this location. Per the Operational Plan, Powerscreen TX intends to have three full time employees in the office building. There will also be an additional two full time employees operating the warehouse building and equipment yard. Proposed hours of operation will be from 7:30am until 5:30pm, Monday thru Friday.

Additional Applicant Request

Additional Uses

Per the submitted Operational Plan, the applicant states that the lot could possibly be subdivided in the future. Due to this, the applicant is requesting to include uses within the Planned Development such as (but not limited to):

- Discount or Department Store
- Hardware or Home Improvement Center (Indoor & Outdoor)
- Banking
- Convenience Store
- Greenhouse or Plan Nursery w/Outside Display of Plants
- Amusement
- Theater
- Playhouse (Indoor)
- Auto Laundry or Car Wash
- Automotive Gasoline Service Station or Car
- Care Center
- Micro-Brewery/Restaurant

Though staff understands the reasoning for the applicant's request, staff suggests that City Council only review and vote on the current intended use for the property. Any other suggested uses shall be reviewed individually at later dates.

SPECIAL EXCEPTION/VARIANCE REQUEST

Concrete

The applicant requests that any new pavement added to the site will be crushed gravel opposed to the required concrete.

- Staff suggests that any pavement added in the future be concrete.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, 5 notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☐ Approval, as presented.
- ☒ **Approval, per the following comments:**

**Per recommendation of the Planning and Zoning Commission, the following recommendations should be completed prior to receiving an official Certificate of Occupancy.*

Exhibit E - Staff Report

1. The operation of crushing will not be allowed at the property.
2. The front portion of the property shall be concrete.
3. Staff suggests that any pavement added in the future be concrete.
4. 6ft. ornamental fencing with landscaping should be provided along the front and side(s) of the property.

ATTACHED EXHIBITS

1. Ordinance
2. Operational Plan
3. Location Exhibit
4. Site Plan
5. Landscape Plan
6. Elevation/Façade Plan
7. Staff Report

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
Colby Collins
Senior Planner
ccollins@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-07-2021



MEETING DATE(S)

Planning & Zoning Commission: April 13, 2021 (continued from March 23, 2021)

City Council: April 19, 2021

ACTION SINCE INITIAL STAFF REPORT

At the February 23, 2021 Planning and Zoning meeting, the Planning and Zoning Commission voted 5-0 to continue case number ZDC-07-2021 to the March 23, 2021 Planning and Zoning meeting.

At the March 23, 2021 Planning and Zoning meeting, the Planning and Zoning Commission voted 6-0 to continue case number ZDC-07-2021 to the April 13, 2021 Planning and Zoning meeting.

At the April 13, 2021 Planning and Zoning meeting, the Planning and Zoning Commission voted 4-2 to approve case number ZDC-07-2021, subject to staff comments.

CAPTION

Public Hearing on a request by Ed Fleming, Walton Global Holdings, LTD, for a **Zoning Change** from a Future Development and Planned Development (Ordinance #2330) zoning district to a Planned Development-Mixed Use Residential (MUR) with Concept Plan, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road (Property IDs 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468) - Owner: WALTON TEXAS LP (ZDC-7-2021)

APPLICANT REQUEST

The applicant intends to create a Planned Development to allow for single family residential, multi-family residential, mixed use residential, mixed use commercial, and commercial/retail on 2,813 acres.

CASE INFORMATION

Applicant: Edward R. Fleming, Walton Global Holdings, Ltd.

Property Owner(s): Walton Texas LP

Site Acreage: 2,813 acres

Current Zoning: Future Development and Planned Development (Ord. 2330)

Requested Zoning: Planned Development-Mixed Use Residential

SUBJECT PROPERTY

General Location: Located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road

Parcel ID Number(s): 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468

Existing Use: The subject property is currently undeveloped.

Development History:

N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	N/A	ETJ
East	LI1	Industrial Warehouse
South	N/A	ETJ
West	N/A	ETJ

Future Land Use Plan:

Low Density Residential, Mixed Use Residential, Retail, and Public/Semi-Public

Comprehensive Plan:

Low Density Residential: This category is representative of smaller single family homes and some duplex units. The majority of Waxahachie's current development is of similar density. It is appropriate to have approximately 3.5 dwelling units per acre.

Mixed Use Residential: Areas with a mixture of residential and non-residential uses, with a larger percentage of residential. Approximately 80 percent of the acreage or square footage of any proposed development should be residential, with the remaining 20 percent of the acreage or square footage non-residential. Acreage would apply in a horizontal mixed use development, while square footage would apply in a vertical development. Both vertical and horizontal mixed use could be provided together.

Retail: Retail includes areas that have restaurants, shops, grocery stores, and personal service establishments. Retail businesses generally require greater visibility than do other types of non-residential land use (e.g., office, commercial).

Public/Semi-Public: This land use category includes uses that are educational, governmental or institutional in nature. This type of land use is generally permitted within any area, therefore, only the current Public/Semi-Public uses are shown on the map.

Site Image:



PLANNING ANALYSIS

Purpose of Request:

The applicant intends to create a Planned Development to allow for single family residential, multi-family residential, mixed use residential, mixed use commercial, and commercial/retail on 2,813 acres.

Case History:

Since the applicant's original submittal in 2016, city staff has continuously worked diligently with the applicant to help prepare a development meeting the City's standards and the intent of the Comprehensive Plan. The original submittal from 2016 was withdrawn and the applicant reapplied in 2018. There were two Joint Work Sessions held with the City Council and Planning and Zoning Commission on August 27, 2018 and February 12, 2019 to review and discuss the proposed development.

Staff has worked with the applicant to address questions in relation to densities and amenities provided. From the original proposal, the applicant had not listed a particular residential lot count. Staff worked with the applicant to reduce the overall densities. In the original submittal in 2016 the residential unit count was presented at 10,200, 9,875 in 2018, and the proposed residential unit count with this proposal is 8,907. The amenities provided went from three amenity centers, to four with this proposal. Staff has also worked to ensure that these amenity centers include facilities that are substantial in nature, with each amenity center requiring a pool.

Per the minutes of the 8/27/18 meeting, key notes from the Joint Work Session include:

- The applicant proposed three (3) school sites. There was me mentioned concern with this being adequate for the development.
- The applicant proposed three (3) zoning districts (Residential District, Neighborhood Village District, and Mixed Use District)
 - 10,200 residential units proposed
- The joint work session discussed how the development will fit onto the site, noting entrance to the Planned Development will be from IH-35 as well as Highway 287 noting approximately 90 percent of the property is prairie fields
- The applicant proposes a Mixed Use District which will include approximately 351 acres (would be higher density oriented commercial uses, and a mixture of uses such as residential, recreation and multi-family)
- There was discussion proposed development to serve Emory Lakes and surrounding area with uses such as grocery store and large retail stores. The joint work session indicated concern and reiterated that the development must be self-contained and include commercial retail to serve the development rather than adding to the current retail and businesses in Waxahachie
- The applicant indicated this is a proposed 30 year project constructed in phases
- The joint session indicated a need for a commitment for a future fire department and police sub-station

Per the minutes of the 2/12/19 meeting, key notes from the Joint Work Session include:

- The applicant proposed three (3) zoning districts (Residential District, Neighborhood Village District, and Mixed Use District)
 - 9,875 residential units proposed
- The applicant reviewed the lot sizes and lot mix, sufficiency of amenity package, PID justification, and amount of commercial property
- There was discussion about the responsibility of the ongoing maintenance of the amenity centers and the applicant noted the Homeowner's Association will pay the maintenance fees after the PID is completed

- The joint work session included a discussion about concerns with the PID tax (noting the proposed number is half of the city tax)
 - The applicant noted the proposed rate is the max that the market can handle according to their financial advisors.
 - The applicant explained the proposed \$125,000,000 PID will be used for water, sanitary sewer, utilities, roadways, and landscape and then will be turned over to the city for ongoing maintenance
- The joint work session members discussed concerns about not meeting the city's lot size requirements
- Council/PZ concerns about the density of the area, the high PID tax, and the minimum city development standards not being met

Property History:

On September 6, 2005, City Council approved Ordinance 2330, which rezoned the subject property from Single Family-1 (SF1) and Future Development (FD) to Planned Development-Mixed Use Community. The Planned Development-Mixed Use Community was approved as a "Free Standing" Planned Development District which included Single Family, Multi-Family, General Retail, and General Retail-Mixed Use.

For comparison purposes, if the applicant were to develop under the existing Planned Development (Ord. 2330), the applicant would be allowed to construct at a higher density than the proposed development below.

Proposed Use:

The applicant intends to create a Planned Development to allow for single family residential, multifamily residential, mixed use residential, mixed use commercial, and commercial/retail uses on 2,813 acres, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road along Southwest corner of IH-35 and US Highway 287. Per the "Phasing Plan", the aforementioned zoning uses is currently proposed to be constructed over seventeen phases.

At the February 23, 2021 Planning and Zoning meeting, the Planning and Zoning Commission requested that the applicant revise the submitted plan(s) for the proposed development to further address surrounding neighbor concerns, staff concerns, PZ Commission concerns, as well as be more conducive to the surrounding area. Per the Commission's request, at the April 13, 2021 Planning and Zoning meeting, the applicant made changes that were presented to the Planning and Zoning Commission. Due to addressing staff and the Commission's concerns, the Commission voted 4-2 to approve the case subject to staff recommendations. Listed below is a summary of staff recommendations and changes made by the applicant.

SUMMARY OF CHANGES FOLLOWING PZ MOTION (4/13/2021 PZ MEETING)

Staff Recommendation #1

Staff Comment: A mutually agreed upon Development Agreement will be required for the property.

Applicant Response: The applicant has agreed to this. The Development Agreement will be drafted and coordinated between the applicant's attorney and the City Attorney/City of Waxahachie.

Staff Recommendation #2

Staff Comment: Confirmation of connection to I-35 and the Brookside bridge through either an offsite access easement(s) or acquisition of property must be provided.

Applicant Response: The applicant agrees to this comment. The applicant and the adjacent land have been in continuous talks on the purchase of land for the entry road. Since the alignment has changed throughout the zoning and most recently during the Planning & Zoning hearing, purchase will occur after the alignment is finalized with zoning approval.

(2)

Staff Recommendation #3

Staff Comment: The ratio between Single Family Residential and Multi-Family units shall be developed as listed below:

- 1,500 SFR lots to 500 MF units
- 2,250 SFR lots to 750 MF units
- 3,000 SFR lots to 1,000 MF units
- 3,750 SFR lots to 1,250 MF units
- 4,000 SFR lots to 1,500 MF units

*The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.

Applicant Response: The applicant has agreed to this recommendation. This revision is included in the Development Standards document on page 16.

Staff Recommendation #4

Staff Comment: At least one amenity center shall have a meeting room.

Applicant Response: The applicant has agreed to this recommendation. The revision is included in the Development Standards document on page 24 (A.a)

Staff Recommendation #5

Staff Comment: Staff suggests that all park and open space improvements funded be privately maintained, unless the land is dedicated and accepted by the City, or unless the City enters into a mutually agreed upon maintenance agreement with the developer. The City of Waxahachie will not accept property dedication less than 5 acres.

Applicant Response: The applicant agrees to this and has added this language in the Development Standards document, page 31, Section J.

Staff Recommendation #6

Staff Comment: The applicant, WISD, and city staff must mutually agree on the proposed location and required acreage for future schools within the development.

Applicant Response: The applicant agrees to this and has added language in the Development Standards document, Page 16, Section 5 (d.)

Staff Recommendation #7

Staff Comment: The minimum living area for estate lots shall increase 200 SF.

Applicant Response: The minimum living area for estate lots shall increase 200 SF.

- A. 12,500 sf lot area min: increase 2,200 SF to 2,400 SF
- B. 10,000 sf lot area min: increase 2,000 SF to 2,200 SF

Staff Recommendation #8

Staff Comment: The minimum living area for township lots shall increase from 2,000 SF to 2,100 SF

Applicant Response: The applicant agrees to this, and has been updated in the Development Standards document on page 11.

Staff Recommendation #9

Staff Comment: Lots along an 80' ROW or greater must front a neighborhood street or thoroughfare

Applicant Response: The applicant agrees to this and has updated the language in the Development Standards document regarding screening (pages 32, 34 and 35). Lots along an 80' ROW or greater must do one of the following:

- i. Front directly onto the thoroughfare
- ii. Front onto a slip street that parallels the thoroughfare

- (17)
- a. Typically the slip street is a one way street (final street design to be coordinate with city staff).
 - iii. Front onto a single loaded neighborhood street between the residential units and the thoroughfare with at least twenty (20) feet between the residential slip street ROW and the primary screening thoroughfare ROW:
 - a. Example imagery of the 3 scenarios has been added to the Development Standards document

Staff Recommendation #10

Staff Comment: The applicant will work with residents on Brookside for adequate screening

Applicant Response: The applicant agrees to this recommendation. The Screening Exhibit shows screening required in this area. The applicant will work with the adjacent owners on finalizing the appropriate and preferred screening scenario 1, 2 or 3 included in the Development Standards document.

Staff Recommendation #11

Staff Comment: There shall be a 10% maximum for front entry on estate and township lots

Applicant Response: The applicant agrees to this and this and has revised the Development Standards document to reflect this, page 14.

Emory Lakes Land Use Types:

Per the proposed Development Standards provided by the applicant, the zoning districts below depict what zoning districts will be included within the Planned Development.

Single Family Residential District (SFR)

This district provides a mixture of single family residential uses nestled along the open spaces and natural amenities the project offers. The district provides a variety of lot sizes to accommodate different home styles, buyer demographics and home sizes. The residential lots are designed into smaller neighborhoods with neighborhood parks and open spaces extending into and between neighborhoods. The district has 4 distinct sub districts, which are:

- Estate Lots: This sub district includes single-family detached lots 10,000 sf and 12,500 s.f. and larger.
- Township Lots: This sub district includes detached single-family lots between 8,400 sf and 10,000 sf
- Village lots: This sub district includes detached single-family lots between 6,000 sf and 8,400 sf
- Cottage Lots: This sub district includes detached single-family lots less than 6,000 square feet in size including Patio Homes & Zero Lot Line lots and single-family attached buildings (Townhomes).

Lot Types:

The development of Single Family lots includes the following 7 lot sizes:

	Estate Lots		Township Lots	Village Lots		Cottage Lots	
Lot Area (min.)	12,500 sf	10,000 sf	8,400 sf	7,000 sf	6,000 sf	5,000 sf	2,000 sf
Lot Width (min.)	90 ft.	80 ft.	70 ft.	60 ft.	50 ft.	50 ft.	20 ft.
Lot Depth (min.)	120 ft.	120 ft.	115 ft.	115 ft.	115 ft.	100 ft.	100 ft.
Min. Living Area	2,400 sf	2,200 sf	2,100 sf	1,800 sf	1,600 sf	1,250 sf	1,200 sf

Single Family Lot Mix for entire project

Emory Lakes may not exceed a total of 7,029 single family lots at build out. The following lot mix requirements are for the entire single family lots within Emory lakes.

- (12)
- At least 12% (844 lots) of the total lots must be Estate lots 12,500 s.f. or larger.
 - At least 28% (1,969 lots) of the total lots must be Estate lots 10,000 s.f. or larger.
 - At least 10% (703 lots) of the total lots must be Township lots 8,400 s.f. or larger.
 - No more than 45% (3,163 lots) of the total lots may be Village lots, between 6,000 s.f. and 8,400 s.f.
 - No more than 15% (1,054 lots) of the lots may be Cottage lots but a minimum of 3.5% (247 lots) of the total lots must be Cottage lots.

Multi-family Residential District (MFR)

Traditional apartment- and condominium-type units in attached living complexes characterize this district. These developments may take a variety of forms, including traditional garden style apartments to courtyard apartments as well as brownstone style apartments.

For future phases, the applicant is proposing the additional multi-family units may be permitted as long as the following minimum SFR District lots have been permitted.

Total Permitted

SFR District Lots Total to Maximum total multi-family units allowed to be permitted:

1,500 SFR lots to 500 MF units

2,250 SFR lots to 750 MF units

3,000 SFR lots to 1,000 MF units

3,750 SFR lots to 1,250 MF units

4,000 SFR lots to 1,500 MF units

*The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.

Mixed Use Residential (MU-R)

The district includes a mixture of residential and non-residential uses. A maximum 80 percent of the acreage or square footage of any proposed development should be residential, with a minimum 20 percent (minimum) of the acreage or square footage non-residential. Acreage would apply in a horizontal mixed-use development, while square footage would apply in a vertical development. Both vertical and horizontal mixed use could be provided together. Residential uses may be single family (Village or Cottage Lots, or multi-family uses).

Mixed Use Non-residential (MU-N)

Similar to Mixed-Use Residential district, land designated as MU-N is intended for a mixture of non-residential and residential uses. The only difference would be that Mixed Use Non-residential has a greater percentage of non-residential components than residential. Specifically, a minimum 80 percent of the acreage or square footage of proposed developments are required to be nonresidential with a maximum 20 percent of the acreage or square footage allocated to residential. Southlake's Town Center is an example of Non-residential Mixed Use. Residential uses may be single family or multi-family uses.

Commercial/General Retail District (GR)

This district is based on the Waxahachie GR zoning district. The locations of the GR districts are at the center of the project near the Village Center node and also generally located along the project perimeter at project entries.

Open Space District (OS)

This district is based on the Waxahachie FD zoning district. The areas designated as an Open Space District are intended to be used as open spaces including landscaping, screening and trails only and serves as a buffer to the adjacent properties.

(17)

Overlay Areas:

Within the six Planned Development zoning district areas, the following overlay areas exist. These overlay districts create certain restrictions or development variations to exist within the Master Plan. Overlay Areas within the development include:

Floodplain

Floodplain Overlays are generally areas of land subject to inundation by a 100-year frequency flood as determined using standard engineering practices and generally as shown on the flood insurance Rate Map (FIRM) of the City of Waxahachie. These locations are not finalized and the actual floodplain limits, if any, will be finalized at the time of development. These areas may be increased or decreased in size based on the results of FEMA approved studies. Development within the Floodplain Overlay is subject to Appendix B (Flood Damage Prevention) of the City of Waxahachie Code of Ordinances as amended.

Semi-Public

Within the Master Plan, uses such as schools and civic spaces (libraries, police, fire, etc.) will exist. The applicant has indicated five sites, ranging from 12-15 acres will be dedicated to WISD for elementary school sites. An additional 25 acres is available for sale to WISD for the future location of a Junior High. The applicant has also provided 10 acres to the City as a Police or Fire Station, or other agreeable civic uses as needed by the City. The exact location for these uses will depend on the phasing and the timing of development. The land area is being set aside but the exact location will be determined at the time of platting.

- 5 elementary school sites 60-75 acres
- 1 junior high site 25 acres – available to purchase if needed
- 10 acres for Civic use

Town Center

The Town Center Overlay Area is delineated as an area that has increased development requirements and can be developed as a mixed-use development. Land uses are intended to be residential multi-family and non-residential commercial uses. Additional, mixed use buildings with ground floor retail and commercial uses with residential units located above are allowed. The development will be a blend of residential and commercial uses that serves as a central destination and hub of activity providing live and work opportunities. Buildings may be oriented closer to the streets to create a stronger pedestrian friendly streetscape.

Traditional Neighborhood Development

This area includes a mixture of residential and non-residential uses including within the Mixed-Use Residential District, Mixed Use Nonresidential District. The location is within the central part of the community and serves as the main node of destination and activity. It includes a variety of residential dwelling interspersed with small scale commercial establishments and public spaces.

Proposed Amenities

- **Minimum Open Space**
 - 400 acres minimum for dedicated open space
- Acreage comprised of usable area that is at least 20 feet wide (such as larger landscape/trail buffer areas or linear greenbelt corridors) or any size area so long as it incorporates any amenity elements. Open spaces may be passive areas such as floodplain, utility easements, landscape buffers or visual setbacks but can also be active spaces such as Community Amenity Centers, Neighborhood Parks, or Public Parks. No more than 63.3 acres of areas within the 100 year floodplain may count towards the overall open space requirement at buildout.

Minimum Open Space Phasing:

- The final plat that includes the 1,000th single family lot must indicate that at time of approval at least 60 acres of open space will be platted.
- The final plat that includes the 3,000th single family lot must indicate that at time of approval at least 180 acres of open space will be platted.
- The final plat that includes the 5,000th single family lot must indicate that at time of approval at least 300 acres of open space will be platted.

- Community Amenity Centers

At least four (4) separate community amenity centers, each at least 4.0 acres in size, will be spaced throughout Emory Lakes. All amenity centers will be HOA maintained

Required Elements

Each community amenity center must include the following amenities and/or elements:

- a) Pool at least 2,500 s.f. of water surface area)
- b) Bathrooms
- c) Landscaping
- d) Sodded grass
- e) Irrigation for all plant material
- f) Walkways
- g) Seating (individual seats, benches and/or gliders)
- h) Bike Racks
- i) Water Fountain for humans and pets
- j) Pet Waste Station
- k) Trash Receptacle(s)
- l) Wi-Fi
- m) At least one (1) ADA Accessible amenity

- Neighborhood Parks and Parkland

A minimum of 13 neighborhood parks totaling at least 22 acres in size must be provided in Emory Lakes so that each single family residence must be located within a 0.5 miles radius of a neighborhood park. At least 11 of the parks must be at least 1.0 acre in size and at least 2 parks must each be at least 5.0 acres in size.

The neighborhood parks and community amenity centers of the PD are proposed to count towards the total park land dedication requirement, regardless if the neighborhood parks are Home Owners Association (HOA) or city owned and maintained.

The project wide Park Land dedication will be tracked and summarized at each Residential Initial Plat and/or detailed site plan submittal. A summary chart of park land requirements for any previous submittals and the park land requirement for the current submittal will be summarized along with any previous or current park land dedications.

Any park land dedication area larger than what is required for Residential Initial Plat and/or detailed site plan submittal will be carried over to future detailed site plans.

Public Park Land must be deed restricted as a park facility. It must be developed to City design standards.

(12)

- **Roadside & Offroad Trails:**

- a. A minimum of 10 miles of sidewalk/trails at least 10 ft. wide and made of concrete.
- b. A minimum of 5 miles of sidewalk/trails at least 8 ft. wide and made of concrete
- c. A minimum of 10 miles of sidewalk/trails at least 6 ft. wide and made of concrete
- d. A minimum of 5 miles of sidewalk/trails at least 5 ft. wide and made of natural material (mulch, crushed granite, dirt)

Regional Trail connection:

The Emory Lakes trail system will connect to the Waxahachie Regional trail network located at the northeastern property boundary. Emory Lakes will include a public sidewalk easement and build the portion of the regional trail that is on the Emory Lakes Property, as shown on the SRA Midlothian to Waxahachie Regional Trail Plan, dated July 2019.

- **Enhanced Architectural Features**

- Entry features, lakes, open spaces designed as destinations and usable areas

- **Home Owner's Association**

- Covers maintenance of common areas, parks, open spaces, etc.

- Provides programming and community events for the residents and businesses

Conformance with the Comprehensive Plan:

The proposed development is consistent with the following goals and objectives in the 2016 Comprehensive Plan Addendum:

- **Growth Strategies – Goal 2:** Encourage a balance of land uses to serve the needs of citizens and to ensure a diverse economic base
- **Growth Strategies – Goal 8:** Promote community identity through landscaping
- **Growth Strategies – Goal 9:** Establish gateway and entryways into neighborhoods to promote neighborhood identity
- **Growth Strategies – Goal 12:** Promote growth of the community where infrastructure exists.
- **Growth Strategies – Goal 15:** Identify areas for strategic annexations to occur.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, **118** notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PROPERTY OWNER NOTIFICATION RESPONSES

Staff received five (5) letters of opposition for the proposed development.

PLANNING AND ZONING COMMISSION RECOMMENDATION



Approval, per the following comments:

1. A mutually agreed upon Development Agreement will be required for the property.
2. Confirmation of connection to I-35 and the Brookside bridge through either an offsite access easement or acquisition of property must be provided.
3. The ratio between Single Family Residential and Multi-Family units shall be developed as listed below:
 - 1,500 SFR lots to 500 MF units
 - 2,250 SFR lots to 750 MF units
 - 3,000 SFR lots to 1,000 MF units
 - 3,750 SFR lots to 1,250 MF units

- (12)
- 4,000 SFR lots to 1,500 MF units
*The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.
4. At least one amenity center shall have a meeting room.
 5. Staff suggests that all park and open space improvements funded be privately maintained, unless the land is dedicated and accepted by the City, or unless the City enters into a mutually agreed upon maintenance agreement with the developer.
 - a. The City of Waxahachie will not accept property dedication less than 5 acres.
 6. The applicant, WISD, and city staff must mutually agree on the proposed location and required acreage for future schools within the development.
 7. The minimum living area for estate lots shall increase 200 SF.
 - a. 12,500 sf lot area min: increase 2,200 SF to 2,400 SF
 - b. 10,000 sf lot area min: increase 2,000 SF to 2,200 SF
 8. The minimum living area for township lots shall increase from 2,000 SF to 2,100 SF
 9. The applicant will work with residents on Brookside for adequate screening.
 10. There shall be a 10% maximum for front entry garages on estate and township lots
 11. Lots along 80' ROW or greater must front a neighborhood (slip) street or thoroughfare.

STAFF RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
☐ Approval, as presented.
☒ **Approval, per the following comments:**

1. Staff recommends that City Council approve the requested Planned Development with the Planning and Zoning Commission recommendations per the following modifications:

Comment #9 Modification: The applicant will provide enhanced landscaping and vegetation screening within the Open Space District that will provide a buffer for the residents along Brookside Rd.

****Additional Staff Comment:** Staff suggests that City Council grant the City Manager the authority to approve the Development Agreement administratively.

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. Development Agreement/Ordinance (DRAFT)
3. Development Standards
4. Exterior Construction Standards
5. Location Exhibit
6. Zoning District (Concept) Exhibit
7. Master Trails and Open Space Exhibit
8. Screening Plan Exhibit
9. Thoroughfare Plan Exhibit
10. Street Sections Exhibit
11. Phasing Plan Exhibit
12. Master Signage Plan Exhibit
13. Boundary (Legal Description) Exhibit

(12)

- 14. Playground Exhibit
- 15. Zoning District Exhibit
- 16. Staff Report

APPLICANT REQUIREMENTS

1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
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Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

PropertyID	Owner's Name	Acres	Legal Description	Owner's Address	Owner's City	Owner's State	Owner's ZIP	Physical Address
136068	BROOME PEX A & CONSTANCE M	70.0875	101 E BELLOW 70.0875 ACRES	731 BROOKSIDE RD	WAXAHACHE	TX	75105	HIGHWAY 287 WAXAHACHE TX 75105
142797	BROOKS BEVERLY	3.856	LOT 3 CEDAR ESTATES-REV 3/956 AC	6825 E FM 875	WAXAHACHE	TX	75107	6825 E FM 875 WAXAHACHE TX 75107
150148	GRAHAM LULA & BILLY	5.14	1 GREEN MEADOWS 5.14 ACRES	101 MEADOW CREST RD	WAXAHACHE	TX	75107	101 MEADOW CREST RD WAXAHACHE TX 75107
172230	BARNES S VERNON D & BARNES L	0.517	LOT 1 BLK 1 BROOKSIDE .517 AC	601 BROOKSIDE RD	WAXAHACHE	TX	75107	601 BROOKSIDE RD WAXAHACHE TX 75107
172235	FARROW W VIRGINIA & ROEL	0.517	LOT 1 BLK 1 BROOKSIDE .517 AC	603 BROOKSIDE RD	WAXAHACHE	TX	75107	603 BROOKSIDE RD WAXAHACHE TX 75107
172239	BOHAM MAURICE & GLENNA	0.517	LOT 2 BLK 1 BROOKSIDE .517 AC	603 BROOKSIDE RD	WAXAHACHE	TX	75107	603 BROOKSIDE RD WAXAHACHE TX 75107
176462	GUERRA PEDRO	20.37	40 J BARKER 20.37 ACRES	6443 E FM 875	WAXAHACHE	TX	75105	6443 E FM 875 WAXAHACHE TX 75105
176468	WALTON TEXAS LP	117.620	40 J BARKER 145 E PRINCE 351 J FFER 117.620 ACRES C/O WALTON INTERNATIONAL GROUP	5420 LYNDON B JOHNSON #700	DALLAS	TX	75240	5420 LYNDON B JOHNSON RD WAXAHACHE TX 75107
176472	KHOZ DAWID	102.201	302 J J DAVIDSON 102.201 ACRES	321 LONE ELM RD	WAXAHACHE	TX	75107	321 LONE ELM RD WAXAHACHE TX 75107
176475	OWENS DAME & CAROL	7.07	40 J BARKER 7.07 ACRES	368 LONE ELM RD	WAXAHACHE	TX	75107	368 LONE ELM RD WAXAHACHE TX 75107
176476	FRANZ R JEFFREY L & JEANETTE M	204.442	40 J BARKER 1132 B WILTBHIRE 204.442 ACRES	PO BOX 567	WAXAHACHE	TX	75108	1770 FM 1448 WAXAHACHE TX 75107
176510	COBBIS CHARLES E & REDECCA L	0.32	40 J BARKER 0.32 ACRES	5212 E FM 875	MIDLOTHIAN	TX	76005	5212 E FM 875 MIDLOTHIAN TX 76005
176511	WRIGHT PATRICK L	1.72	40 ROUTE 1 BARKER 1.72 ACRES	6206 E FM 875	MIDLOTHIAN	TX	76005	6206 E FM 875 MIDLOTHIAN TX 76005
176520	UNARUT RAPEPAT	13.108	40 J BARKER 13.108 ACRES	1015 FERRIS RD	WAXAHACHE	TX	75105	5236 E FM 875 WAXAHACHE TX 75107
176534	WALTON TEXAS LP	1038.889	40 J BARKER 101 E BELLOW 143 E H BELCHER 304 J C READ 1038.889 ACRES C/O WALTON INTERNATIONAL GROUP	5420 LYNDON B JOHNSON #700	DALLAS	TX	75240	5420 LYNDON B JOHNSON RD WAXAHACHE TX 75107
176537	HALBERT BILLY J & CAROLYN L FAMILY REVOCABLE TRUST	2.47	40 J BARKER 2.47 ACRES	6423 E FM 875	WAXAHACHE	TX	75107	6423 E FM 875 WAXAHACHE TX 75107
176542	HARRIS MARLYN JO	1.25	40 LONE J BARKER 1.25 ACRES	6423 E FM 875	WAXAHACHE	TX	75107	6423 E FM 875 WAXAHACHE TX 75107
176546	HALBERT BILLY J & CAROLYN L FAMILY REVOCABLE TRUST	10	40 J BARKER 10.00 ACRES	6471 E FM 875	WAXAHACHE	TX	75107	6471 E FM 875 WAXAHACHE TX 75107
176561	HARVEY WILLIAM E	141.0373	40 J BARKER 108 J BOYD 141.0373 ACRES	75212 POSTAL	DALLAS	TX	75212	6711 E FM 875 WAXAHACHE TX 75107
176568	RUIZ PAUL	0.89	40 J BARKER 0.89 ACRES	5621 E FM 875	WAXAHACHE	TX	75107	5621 E FM 875 WAXAHACHE TX 75107
176569	MIC HEARY JACQUELINE BAUL	1	40 J BARKER 1 ACRES	PO BOX 1047	WAXAHACHE	TX	75108	5623 E FM 875 WAXAHACHE TX 75107
176590	NOLESIA VAQUERA	8	40 J BARKER 8 ACRES	801 CRANDHILL TETON	WAXAHACHE	TX	75108	5080 FM 875 WAXAHACHE TX 75107
176594	KELLEY WILLIAM F	16.31	40 J BARKER 16.31 ACRES	1200 KATY LAKE DR	WAXAHACHE	TX	75108	INTERSTATE 35 WAXAHACHE TX 75105
180454	SMITH ELMER GENE & JUDY ANN	37.8328	100 J BOYD E HORTON 37.8328 ACRES	1350 MECHAM LN	WAXAHACHE	TX	75107	6550 FM 875 WAXAHACHE TX 75107
180460	BOULDER WILBUR	8	120 E BALLARD 8 ACRES	170 LONE ELM RD	WAXAHACHE	TX	75107	170 LONE ELM RD WAXAHACHE TX 75107
180541	MURRAY REVOCABLE LIVING TRUST	5	120 E BALLARD 5 ACRES JOSEPH G & CYNTHIA MURRAY	1485 LONE ELM RD	WAXAHACHE	TX	75107	1485 LONE ELM RD WAXAHACHE TX 75107
180899	WOOD RICHARD E MD	102.029	120 J W BROCK & 854 J C PAXTON 102.029 ACRES	512 GINGERBREAD LN	WAXAHACHE	TX	75105	3040 LONE ELM RD WAXAHACHE TX 75107
180910	CLAUDETTE ANDREY	20	143 E H BELCHER & 110 E BALLARD 20 ACRES	1537 LONE ELM RD	WAXAHACHE	TX	75107	1537 LONE ELM RD WAXAHACHE TX 75107
180976	HUFFMAN RICHARD D & JAMIE N	13.193	130 P1 TR E H BELCHER 3.302 J J DAVIDSON 13.193 ACRES	1047 LONE ELM RD	WAXAHACHE	TX	75107	1047 LONE ELM RD WAXAHACHE TX 75107
180733	PITTS KATHERINE ANN	119.3	130 E H BELCHER 119.3 ACRES	111 MARSH CREEK DR	WAXAHACHE	TX	75105	823 LONE ELM RD WAXAHACHE TX 75107
180734	POHLMAN GARY & CATHERINE LIE	23.869	130 P1 TR 2 E H BELCHER & 302 TR 1 & TR 2 J J DAVIDSON 23.869 ACRES THE GARY & CATHERINE POHLMAN REVOCABLE LIVING TRUST	1045 LONE ELM RD	WAXAHACHE	TX	75107	1045 LONE ELM RD WAXAHACHE TX 75107
181745	WALKER DONALD & MARGARET	129.728	130 J J DAVIDSON 129.728 ACRES	2215 FM 1448	WAXAHACHE	TX	75107	FM 1448 WAXAHACHE TX 75107
182508	ELLIS COUNTY TRUSTEE	6.477	302 J J DAVIDSON & 130 E H BELCHER 5.477 ACRES	PO BOX 108	WAXAHACHE	TX	75108	LONE ELM RD WAXAHACHE TX 75107
182509	MOORE RONALD	8.4	302 130 J J DAVIDSON E H BELCHER 8.4 ACRES	870 LONE ELM RD	WAXAHACHE	TX	75107	870 LONE ELM RD WAXAHACHE TX 75107
182511	BINFORD DAVID R	4.14	302 J J DAVIDSON 4.14 ACRES	1095 LONE ELM RD	WAXAHACHE	TX	75107	1095 LONE ELM RD WAXAHACHE TX 75107
182517	TAYLOR BRADLEY & MATTHEW	3.5	302 130 J J DAVIDSON E H BELCHER 2 ACRES	881 LONE ELM RD	WAXAHACHE	TX	75107	881 LONE ELM RD WAXAHACHE TX 75107
182520	WALTON TEXAS LP	151.632	302 J J DAVIDSON 151.632 ACRES C/O WALTON INTERNATIONAL GROUP	5420 LYNDON B JOHNSON FWY #700	DALLAS	TX	75240	5420 LYNDON B JOHNSON RD WAXAHACHE TX 75107
183304	KELLEY WILLIAM F	0.21	351 J FFER 0.21 ACRES	208 KATY LAKE DR	WAXAHACHE	TX	75108	INTERSTATE 35 WAXAHACHE TX 75105
183310	RIDDLE CURTIS RAY & ALVIN RIDDLE	58.89	351 J FFER 58.89 ACRES	602 HARRIS RD	ITALY	TX	76051	COMPTON DR WAXAHACHE TX 75107
183311	RIDDLE CURTIS RAY & ALVIN RIDDLE	58.19	351 J FFER 58.19 ACRES	602 HARRIS RD	ITALY	TX	76051	INTERSTATE 35 WAXAHACHE TX 75105
183313	MIMS MELISSA	10	351 J FFER 10.000 ACRES	585 COMPTON LN	WAXAHACHE	TX	75107	585 COMPTON DR WAXAHACHE TX 75107
183016	STANSELL KRISTOPHER L & CHEA L	13	40 J BARKER 13 ACRES	380 LONE ELM RD	WAXAHACHE	TX	75107	380 LONE ELM RD WAXAHACHE TX 75107
183090	WALTON TEXAS LP	4.532	714 M MYERS RD 141.512 ACRES C/O WALTON INTERNATIONAL GROUP	5420 LYNDON B JOHNSON #700	DALLAS	TX	75240	FM 1448 WAXAHACHE TX 75107
183219	MOORE WILLIAM E JR & BARBARA K	0.432	84 E PRINCE 0.432 ACRES	415 BROOKSIDE RD	WAXAHACHE	TX	75107	415 BROOKSIDE RD WAXAHACHE TX 75107
183318	ALLRED BERNIE A	0.62	84 E PRINCE 0.62 ACRES	503 BROOKSIDE RD	WAXAHACHE	TX	75107	503 BROOKSIDE RD WAXAHACHE TX 75107
183327	WATKINS MICHAEL A	0.43	84 E PRINCE 0.43 ACRES	4305 SAN PEDRO CT	MIDLAND	TX	79707	508 BROOKSIDE RD WAXAHACHE TX 75107
183329	CHALSA JORIE JR & CENEVA	0.504	84 E PRINCE 0.504 ACRES	711 BROOKSIDE RD	WAXAHACHE	TX	75107	411 BROOKSIDE RD WAXAHACHE TX 75107
183335	ANDERSON MARTHA K & MICHAEL W	0.5	84 E PRINCE 0.5 ACRES	413 BROOKSIDE RD	WAXAHACHE	TX	75107	413 BROOKSIDE RD WAXAHACHE TX 75107
183341	RYAN KATY R & BOBBY HOPWOOD	0.43	84 E PRINCE 0.43 ACRES	501 BROOKSIDE RD	WAXAHACHE	TX	75107	501 BROOKSIDE RD WAXAHACHE TX 75107
183667	MC ADAMS KATHY MADINE	0.81	903 J C READ 40 J BARKER 0.81 ACRES	6325 E FM 875	WAXAHACHE	TX	75107	6325 E FM 875 WAXAHACHE TX 75107
183668	CHURCH WELF MARGARET J LIE	0.83	903 J C READ 0.83 ACRES ROONEY D & WIAW ETAL	1041 BARALVO RD	MIDLOTHIAN	TX	76005	1041 BARALVO RD MIDLOTHIAN TX 76005
183669	TOLE JIMMY D	0.33	903 J C READ 0.33 ACRES	6431 E FM 875	WAXAHACHE	TX	75107	6431 E FM 875 WAXAHACHE TX 75107
183672	MONTGOMERY GEORGE A	1.0442	903 J C READ 1.0442 ACRES	979 BARALVO RD	MIDLOTHIAN	TX	76005	979 BARALVO RD MIDLOTHIAN TX 76005
183683	RODGERS SARAH R	0.752	903 J C READ 0.752 ACRES	1031 BARALVO RD	MIDLOTHIAN	TX	76005	1031 BARALVO RD MIDLOTHIAN TX 76005
183685	CELKHOFF J JR	0.74	903 J C READ 0.74 ACRES	5425 E FM 875	WAXAHACHE	TX	75107	5425 E FM 875 WAXAHACHE TX 75107
183686	HARDON LETHA LIE	107.678	903 J C READ 40 J BARKER 270 W CORNELIUS, 1082 RR TUCKER 107.678 ACRES CHARLOTTE PRESCOTT	2207 PRESCOTT LN	BEACONVILLE	TX	75150	FM 875 WAXAHACHE TX 75107
183687	HARDON LETHA LIE	2.45	903 J C READ 2.45 ACRES CHARLOTTE PRESCOTT	2207 PRESCOTT LN	BEACONVILLE	TX	75150	FM 875 WAXAHACHE TX 75107
183708	WALTON TEXAS LP	308.282	1132 B WILTBHIRE & 40 J BARKER 308.282 ACRES C/O WALTON INTERNATIONAL GROUP	5420 LYNDON B JOHNSON #700	DALLAS	TX	75240	LONE ELM RD WAXAHACHE TX 75107
183915	UNITED PRESBYTERIAN HOME S	171.19	101 E BELLOW, 827 A POLK 171.19 ACRES	5620 W WILLIAM CANNON DR BLDG 3 RTE 100	AUSTIN	TX	78748	1620 W WILLIAM CANNON DR BLDG 3 RTE 100
183922	UNITED PRESBYTERIAN HOME S	171.19	40 J BARKER 24.36 ACRES	5620 W WILLIAM CANNON DR BLDG 3 RTE 100	AUSTIN	TX	78748	BROOKSIDE RD WAXAHACHE TX 75107
183923	UNITED PRESBYTERIAN HOME S	148	84 E PRINCE BROOKSIDE RD 148 ACRES	6820 W WILLIAM CANNON DR BLDG 3 RTE 100	AUSTIN	TX	78748	300 BROOKSIDE RD WAXAHACHE TX 75107
184822	LUNA MIREYA	0.6478	120 E BALLARD 0.6478 ACRES	1411 LONE ELM	WAXAHACHE	TX	75107	1411 LONE ELM RD WAXAHACHE TX 75107
184841	BOHMAN JERRY A JR	5.845	143 E H BELCHER 5.845 ACRES	18 VANDER LARUE	WAXAHACHE	TX	75107	18 VANDER LARUE WAXAHACHE TX 75107
184849	BELDER ROBERT W	0.888	120 E BALLARD 0.888 ACRES	PO BOX 384	WAXAHACHE	TX	75108	1440 LONE ELM RD WAXAHACHE TX 75107
190635	MORRIS ALLEN	0.41	302 130 J J DAVIDSON E H BELCHER 0.41 ACRES	5436 E FM 875	WAXAHACHE	TX	75107	5436 E FM 875 WAXAHACHE TX 75107
190698	REOWN OLIVER L & TARRA W	0.108	8 CEDAR ESTATES 8.100 ACRES	5863 E FM 875	WAXAHACHE	TX	75107	5863 E FM 875 WAXAHACHE TX 75107
191747	HENDON WILSON M & GLENN D	4.488	LOT P1 CEDAR ESTATES-REV 4.488 AC	5458 E FM 875	WAXAHACHE	TX	75107	5458 E FM 875 WAXAHACHE TX 75107
191752	MYERS LARRY O & REBECCA J	4.645	2 CEDAR ESTATES 4.645 ACRES	5803 E FM 875	WAXAHACHE	TX	75107	5803 E FM 875 WAXAHACHE TX 75107
191755	FRANZES ANDREA & PETRO	1.094	LOT 4 CEDAR ESTATES-REV 1.094 AC	5803 E FM 875	WAXAHACHE	TX	75107	5803 E FM 875 WAXAHACHE TX 75107
191758	FIEDEL CRELLER L & BONDI L	30.520	LOT 88 CEDAR ESTATES-REV 100 W J BOYD J BARKER 30.520 AC	5855 FM 875	WAXAHACHE	TX	75107	5855 FM 875 WAXAHACHE TX 75107
192232	REOWN OLIVER L & TARRA W	121.6781	101 E BELLOW 121.6781 ACRES	PO BOX 711	MIDLOTHIAN	TX	76005	LETTERMAN WAXAHACHE TX 75105
195005	REOWN OLIVER L & TARRA W	1	6 CEDAR ESTATES 1 ACRES	5808 E FM 875	WAXAHACHE	TX	75107	5808 E FM 875 WAXAHACHE TX 75107
200522	HORNER REVOCABLE LIVING TRUST	6.103	2 MORRIS ESTATES LOCKED GATE 103 ACRES RONALD E & NORMA J HORNER	5405 E FM 875	WAXAHACHE	TX	75107	5405 E FM 875 WAXAHACHE TX 75107
200529	CARMICHAEL MATTHEW D	0.715	LOT 2 GARDEN VIEW ADDN 713 AC	5277 FM 875	WAXAHACHE	TX	75107	5277 FM 875 WAXAHACHE TX 75107
200530	MORRIS ALLEN & KAREN	7.523	1 MORRIS ESTATES 7.523 ACRES	5436 E FM 875	WAXAHACHE	TX	75107	5436 E FM 875 WAXAHACHE TX 75107
200443	CRAND RANDY & LISA	0.21	803 J C READ 0.21 ACRES	5429 E FM 875	WAXAHACHE	TX	75107	5429 E FM 875 WAXAHACHE TX 75107
204830	FABBY JAMIE B & PATRICIA	1.125	40 J BARKER 1.125 ACRES	5238 E FM 875 A	WAXAHACHE	TX	75107	5238 E FM 875 WAXAHACHE TX 75107
220247	ACCRUTY FAMILY LIMITED PARTNERSHIP LTD	104.17	40 J BARKER 194.17 AC	7147 FERRIS AVE	WAXAHACHE	TX	75105	FM 1448 WAXAHACHE TX 75107
220249	FABBY THOMAS A	1.110	40 J BARKER 1.110 ACRES	1020 MEADORY LN	WAXAHACHE	TX	75107	5238 E FM 875 WAXAHACHE TX 75107
222527	ANDERSON ROBERT J & JANET	1.34	302 J J DAVIDSON 1.34 ACRES	441 LONE ELM RD	WAXAHACHE	TX	75107	441 LONE ELM RD WAXAHACHE TX 75107
223291	SCHROEDER ELBA C	36.803	714 M MYERS & 272 J DRINKARD 36.803 ACRES	1864 FM 1448	WAXAHACHE	TX	75107	FM 1448 WAXAHACHE TX 75107
226100	RODWAY NELSON C	13.885	40 J BARKER 13.885 ACRES	3204 E FM 875	WAXAHACHE	TX	75107	FM 875 WAXAHACHE TX 75107
231917	SCHROEDER ELBA C & VALE E SCHOOL FELD	272	J DRINKARD 4 ACRES	1864 FM 1448	WAXAHACHE	TX	75107	FM 1448 WAXAHACHE TX 75107
233066	STANSELL KRISTOPHER L & CHEA L	4.941	1 A STANSELLS ADDN 4.941 ACRES	380 LONE ELM RD	WAXAHACHE	TX	75107	380 LONE ELM RD WAXAHACHE TX 75107
234303	WALTON TEXAS LP	190	1132 B WILTBHIRE 100 ACRES C/O WALTON INTERNATIONAL GROUP	5420 LYNDON B JOHNSON #700	DALLAS	TX	75240	FM 1448 WAXAHACHE TX 75107
244526	KELLEY WILLIAM F	19.88	40 J BARKER 19.88 AC	208 KATY LAKE DR	WAXAHACHE	TX	75108	BROOKSIDE RD WAXAHACHE TX 75107
250000	ADAMS RONALD	119	120 P1 TR 1 & 2A E BALLARD 12006332 2.0 ACRES	2103 BROOKSIDE ELM RD	SCHERTZ	TX	78154	1485 LONE ELM RD WAXAHACHE TX 75107
252903	CALABRE TIO CURTIS D & CHRISTINA L	10.050	40 J BARKER 10.050 ACRES	14347 208TH AVE NW	ELK RIVER	MN	56330	LONE ELM RD WAXAHACHE TX 75107
252964	MARTINEZ JOSE T & MARSA D	10.050	40 J BARKER 10.050 ACRES	820 WEST 7TH ST	DALLAS	TX	75208	LONE ELM RD WAXAHACHE TX 75107
256564	WOOD ANDREW W P & PORTIA R	30	126 J W BROCK & 854 J C PAXTON 30 ACRES	2182 LONE ELM RD	WAXAHACHE	TX	75107	2182 LONE ELM RD WAXAHACHE TX 75107
257478	BOOTH HOLMES R L ONE LIE	22.461	40 J BARKER 22.461 ACRES	4537 E FM 875	MIDLOTHIAN	TX	76005	150 LONE ELM RD WAXAHACHE TX 75107
260308	HOBBES SHARON	0.82	302 J J DAVIDSON P1 TR 6-A 0.82 ACRES	521 E CR 3104	CORPUSCHRIST	TX	75061	501 LONE ELM RD WAXAHACHE TX 75107
260382	MY TRUST B	285.30	351 J FFER 285.30 ACRES C/O DARELL W MAY	PO BOX 605	WAXAHACHE	TX	75105	FM 1448 WAXAHACHE TX 75107
261787	LEWIS HOW JAY A STEPHANE	10.386	302 J J DAVIDSON 10.386 ACRES	331 LONE ELM RD	WAXAHACHE	TX	75107	331 LONE ELM RD WAXAHACHE TX 75107
261909	COKE R JEFFREY B & MARCI L	11.168	302 J J DAVIDSON 11.168 ACRES	218 LONE ELM RD	WAXAHACHE	TX	75107	291 LONE ELM RD WAXAHACHE TX 75107
263786	WALTON TEXAS LP	182.727	40 J BARKER 143 E H BELCHER 304 J C READ 182.727 ACRES C/O WALTON INTERNATIONAL GROUP	5420 LYNDON B JOHNSON #700	DALLAS	TX	75240	FM 875 WAXAHACHE TX 75107

275610	ROEDER JEROME D & CHRIE LIDA J	1.071	LOT 12 BLK A LONE ELM ADDN 1.071 AC	1830 LONE ELM RD	WAXAHACHIE	TX	75187	1830 LONE ELM RD WAXAHACHIE TX 75187
275611	ELMC PROPERTIES LLC	1.071	LOT 12 BLK A LONE ELM ADDN 1.071 AC	1830 LONE ELM RD	WAXAHACHIE	TX	75187	1830 LONE ELM RD WAXAHACHIE TX 75187
278424	ELMC PROPERTIES LLC	4.722	LOT 3 PEACEFUL PRAIRIE E 818 4.722 AC	870 DIVIDEND RD STE C	MIDLOTHIAN	TX	76065	211 LONE ELM RD WAXAHACHIE TX 75187
280027	MORROW DELPHIN & WYNONA	2.00	003 J C READ 2.00 ACRES	8413 E FM 875	WAXAHACHIE	TX	75187	5413 E FM 875 WAXAHACHIE TX 75187
275603	PROPERTY OWNER	0						711 S BROWN ST WAXAHACHIE TX 75187
275606	PROPERTY OWNER	0						POA RESPONSE, 751 WAXAHACHIE TX 75187
275609	PROPERTY OWNER	0						1800 LONE ELM RD WAXAHACHIE TX 75187
179452	PROPERTY OWNER	0						6014 E FM 875 WAXAHACHIE TX 75187



RECEIVED FEB 10 2021

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-7-2021



RAMIREZ DONNA M & TERESA
1850 LONE ELM RD
WAXAHACHIE, TX 75167

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, February 23, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, March 1, 2021 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Ed Fleming, Walton Global Holdings, LTD, for a Zoning Change from a Future Development and Planned Development (Ordinance #2330) zoning district to a Planned Development-Mixed Use Residential (MUR) with Concept Plan, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road (Property IDs 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468) - Owner: WALTON TEXAS LP (ZDC-7-2021)
2. You may visit the following webpage to view documents relating to this request:
http://www.waxahachie.com/departments/planning_department/current_cases.php

You received this notice because your property is within the area of notification as required by law. As an interested party you are welcome to make your views known by attending the hearings. If you cannot attend the hearings, you may express your views by filling in and returning the bottom portion of this notice. Please contact the Planning Department at (469) 309-4290 or via email: Planning@Waxahachie.com for additional information on this request.

Case Number: ZDC-7-2021

City Reference: 275611

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on Tuesday, February 16, 2021 to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

Comments:

Donna Ramirez / Teresa Ramirez
Signature
Donna Ramirez / Teresa Ramirez
Printed Name and Title
Homeowners

2-9-21
Date
1850 Lone Elm Rd.
Address
Waxahachie, TX 75167

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



RECEIVED FEB 22 2021

City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-7-2021

PROPERTY OWNER
605 BROOKSIDE RD
WAXAHACHIE, TX 75167

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, February 23, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, March 1, 2021 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Ed Fleming, Walton Global Holdings, LTD, for a Zoning Change from a Future Development and Planned Development (Ordinance #2330) zoning district to a Planned Development-Mixed Use Residential (MUR) with Concept Plan, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road (Property IDs 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468) - Owner: WALTON TEXAS LP (ZDC-7-2021)
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Case Number: ZDC-7-2021

City Reference: 172330

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☐ SUPPORT

☒ OPPOSE

Comments:

My opposition stems from apartment complexes.
We need single family to maintain quality.

Signature

Printed Name and Title

Date

Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.

Case Number: ZDC-7-2021

City Reference: 275605

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on **Tuesday, February 16, 2021** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to Planning@Waxahachie.com or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

RECEIVED FEB 22 2021

Comments:

Stop taking away the country feel of this city!

Jennifer Bryan
Signature

Jennifer Bryan
Printed Name and Title

2-8-2021
Date

1700 Lone Elm Rd.
Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.



City of Waxahachie, Texas
Notice of Public Hearing
Case Number: ZDC-7-2021

rec'd 2/5/2021
TINY

RECEIVED FEB 2 2 2021

PROPERTY OWNER
711 BROOKSIDE RD
WAXAHACHIE, TX 75167

The Waxahachie Planning & Zoning Commission will hold a Public Hearing on Tuesday, February 23, 2021 at 7:00 p.m. and the Waxahachie City Council will hold a Public Hearing on Monday, March 1, 2021 at 7:00 p.m. in the Council Chamber at the Waxahachie City Hall, 401 South Rogers Street, Waxahachie, Texas to consider the following:

1. Request by Ed Fleming, Walton Global Holdings, LTD, for a Zoning Change from a Future Development and Planned Development (Ordinance #2330) zoning district to a Planned Development-Mixed Use Residential (MUR) with Concept Plan, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road (Property IDs 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468) - Owner: WALTON TEXAS LP (ZDC-7-2021)
2. *You may visit the following webpage to view documents relating to this request:*
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Case Number: ZDC-7-2021

City Reference: 216895

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☐ SUPPORT

☒ OPPOSE

Comments:

Opposition due to roadway as shown WILL Block ingress and egress to my driveway during construction and once complete, cutting off Public Road Access.

**Oppose Any Apartments or "cottages" or townhomes.*

2/7/2021

Signature

Date

Printed Name and Title

Address

Terry Noy - Adjacent Landowner

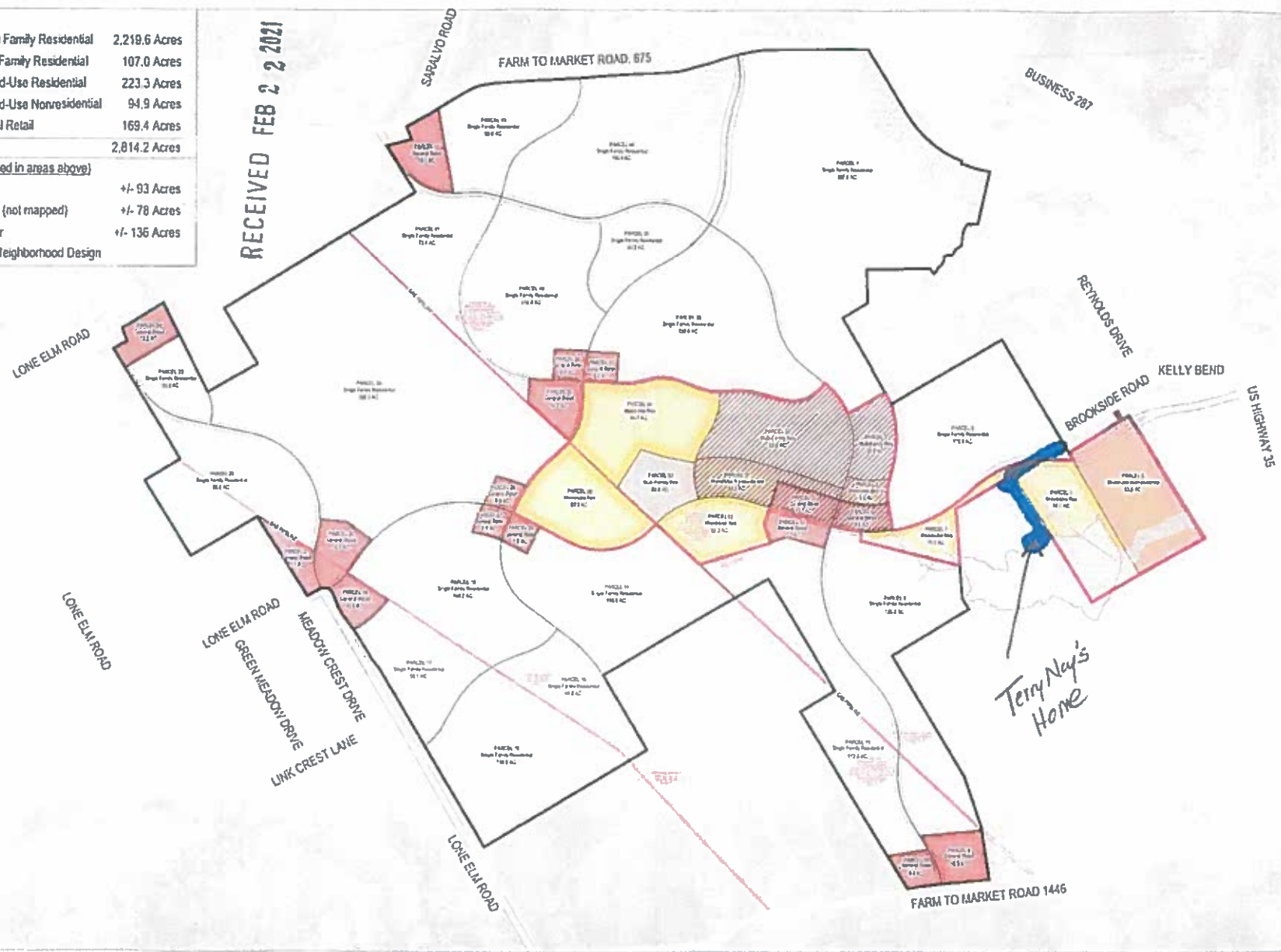
711 Brookside Rd. Waxahachie, TX

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Zoning Districts		
	SFR: Single Family Residential	2,219.6 Acres
	MFR: Multi-Family Residential	107.0 Acres
	MU-R: Mixed-Use Residential	223.3 Acres
	MU-N: Mixed-Use Nonresidential	94.9 Acres
	GR: General Retail	169.4 Acres
Total		2,814.2 Acres
Overlay Areas (Included in areas above)		
	Floodplain	+/- 93 Acres
	Semi-Public (not mapped)	+/- 78 Acres
	Town Center	+/- 136 Acres
	Traditional Neighborhood Design	

RECEIVED FEB 2 2021



Goodwin
March 11

Walton

Access has been
used for over 35 yrs.

EXHIBIT B
ZONING DISTRICTS
EMORY LAKES
ELLIS COUNTY, TEXAS

* Terry Noy
Existing Driveway



Case Number: **ZDC-7-2021**

City Reference: 275606

Your response to this notification is optional. If you choose to respond, please return this form by 5:00 P.M. on ***Tuesday, February 16, 2021*** to ensure inclusion in the Agenda Packet. Forms can be e-mailed to **Planning@Waxahachie.com** or you may drop off/mail your form to City of Waxahachie, Attention: Planning, 401 South Rogers Street, Waxahachie, TX 75165.

☐ SUPPORT

☒ OPPOSE

RECEIVED MAR - 2 2021

Comments:


Signature

2/13/2021
Date

Jeremy I. Rudd, DMD.
Printed Name and Title

1720 Lone Elm Rd.
Address

It is a crime to knowingly submit a false zoning reply form. (Texas Penal Code 37.10)

If you are not the addressee at the top of this form, but would like to submit a response, please contact the City for a blank form.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT (PD) AND FUTURE DEVELOPMENT (FD) TO PLANNED DEVELOPMENT-MIXED USE RESIDENTIAL (PD-MUR), LOCATED SOUTH OF FM 875, WEST OF I-35, NORTH OF FM 1446, AND EAST OF LONE ELM ROAD, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 2,813 ACRES KNOWN AS A PORTION OF PROPERTY ID 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

WHEREAS, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, a proper application for a PD, with Concept Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-07-2021. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from PD and FD to PD-MUR, with Concept Plan; and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

WHEREAS, a proper hearing was held as required by law and the Council having heard all arguments for and against said zoning amendment;

NOW, THEREFORE, this property is rezoned from PD and FD to PD-MUR, with Concept Plan in order to facilitate development of the subject property in a manner that allows single family, multi-family, mixed-use residential, mixed use non-residential, and commercial/general retail uses on the following property: a portion of Property ID 182520, 264568, 263786, 192306, 234203, 179534, 187960, and 179468, which is shown on Exhibit A, Zoning Districts/Concept Plan Exhibit shown as Exhibit B, Master Trails and Open Space Exhibit shown as Exhibit D, Screening Plan Exhibit shown as Exhibit E, Thoroughfare Exhibit shown as Exhibit F, Street Sections Exhibit shown as Exhibit G, Phasing Plan shown as Exhibit H, Master Signage Plan shown as Exhibit I, Legal Description shown as Exhibit J, Playground Exhibit shown as Exhibit K, Zoning District Exhibit shown as Exhibit L, and Staff Report Exhibit shown as Exhibit M.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development to create a mixed use residential development that includes single family, multi-family, mixed-use residential, mixed use non-residential, and commercial/general retail uses, and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this Ordinance/Development Agreement/Planned Development Regulations. The locations of buildings, driveways, parking areas, amenity areas, trails, fencing, and other common areas shall substantially conform to the locations shown on the approved Zoning Districts/Concept Plan (Exhibit B), Master Trails and Open Space Exhibit (Exhibit D), Screening Plan Exhibit (Exhibit E), Thoroughfare Exhibit (Exhibit F), Street Sections (Exhibit G), Phasing Plan (Exhibit H), Master Signage Plan (Exhibit I), Legal Description (Exhibit J), Playground Exhibit (Exhibit K), Zoning District Exhibit (Exhibit L), and Staff Report (Exhibit M).

Development Regulations

1. A mutually agreed upon Development Agreement will be required for the property
 - a. The City Manager shall have the authority to approve the Development Agreement administratively.
2. Confirmation of connection to I-35 and the Brookside Bridge through either an offsite access easement or acquisition of property must be provided.
3. The ratio between Single Family Residential and Multi-Family units shall be developed as listed below:
 - 1,500 SFR lots to 500 MF units
 - 2,250 SFR lots to 750 MF units
 - 3,000 SFR lots to 1,000 MF units
 - 3,750 SFR lots to 1,250 MF units
 - 4,000 SFR lots to 1,500 MF units
 - *The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.
4. At least one amenity center shall have a meeting room.
5. Staff suggests that all park and open space improvements funded be privately maintained, unless the land is dedicated and accepted by the City, or unless the City enters into a mutually agreed upon maintenance agreement with the developer.
 - a. The City of Waxahachie will not accept property dedication less than 5 acres.
6. The applicant, WISD, and city staff must mutually agree on the proposed location and required acreage for future schools within the development.
7. The minimum living area for estate lots shall increase 200 SF.

(13)

- a. 12,500 sf lot area min: increase 2,200 SF to 2,400 SF
- b. 10,000 sf lot area min: increase 2,000 SF to 2,200 SF
8. The minimum living area for township lots shall increase from 2,000 SF to 2,100 SF
9. The applicant will provide enhanced landscaping and vegetation screening within the Open Space District that will provide a buffer for the residents along Brookside Rd.
10. There shall be a 10% maximum for front entry garages on estate and township lots
11. Lots along 80' ROW or greater must front a slip street or thoroughfare (sides of homes are permissible).
12. The Concept Plan shall conform as approved by the City Council under case number ZDC-07-2021.
13. Any zoning, land use requirement, or restriction not contained within this zoning Ordinance/Development Agreement/Development Standards/Exterior Construction Standards shall conform to those requirements and/or standards prescribed in Zoning Districts/Concept Plan (Exhibit B), Master Trails and Open Space Exhibit (Exhibit D), Screening Plan Exhibit (Exhibit E), Thoroughfare Exhibit (Exhibit F), Street Sections (Exhibit G), Phasing Plan (Exhibit H), Master Signage Plan (Exhibit I), Legal Description (Exhibit J), Playground Exhibit (Exhibit K), Zoning District Exhibit (Exhibit L), and Staff Report (Exhibit M). Where regulations are not specified in Exhibits B, D, E, F, G, H, I, J, K, L, M, or in this Ordinance/Development Agreement/Development Standards/Exterior Construction Standards, the regulations of Mixed Use Residential zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
14. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

PASSED, APPROVED, AND ADOPTED on this 19th day of April, 2021.

(13)

MAYOR

ATTEST:

City Secretary

STATE OF TEXAS § DEVELOPMENT AGREEMENT
 § FOR EMORY LAKES
COUNTY OF ELLIS §

This Development Agreement for Emory Lakes ("**Agreement**") is entered into between Walton Global Holdings, Ltd ("WGH") and the City of Waxahachie, Texas ("**City**"). WGH and the City are sometimes referred herein together as the "**Parties**" and individually as a "**Party**."

Recitals:

1. WGH is the owner of approximately 2,813 acres of real property generally located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road, Parcel Numbers 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468, in the City of Waxahachie, Texas (the "**Property**"), for which the applicant has requested a change in the Property's Planned Development (Ord. 2330) and Future Development zoning to a Planned Development ("**PD**") Planned Development-Mixed Use Residential zoning. The Property is currently zoned Planned Development (Ord. 2330) and Future Development, and is anticipated to have the zoning changed to a new PD zoning on April 19, 2021.

2. The planned use of the Property is to create a Planned Development to allow for the development of single family, multi-family, mixed-use residential, mixed use non-residential, and commercial/general retail uses. The PD zoning process is utilized to ensure that the Property would develop in a manner that meets the City's desired development standards, as well as providing WGH with agreed-upon and negotiated standards consistent with their business objectives.

3. As is reflected by the public records of the City, significant discussions and negotiations between representatives of WGH and the City of Waxahachie staff have occurred during various meetings, in an effort to obtain an agreed-upon and negotiated set of zoning and development standards to be reflected in the PD zoning amendment **Ordinance No. (TBD)** (the "**Emory Lakes PD Ordinance**"), a copy of which is attached hereto as *Exhibit A* and which contains the negotiated zoning and development standards for Emory Lakes.

4. This Agreement seeks to incorporate the negotiated and agreed upon zoning and development standards contained in the Emory Lakes PD Ordinance as contractually-binding obligations between the City of Waxahachie and WGH, and to recognize WGH's reasonable investment-backed expectations in the Emory Lakes PD Ordinance and the planned development of Emory Lakes.

NOW, THEREFORE, for and in consideration of the above and foregoing premises, the benefits to each of the Parties from this Agreement, and other good and valuable consideration, the sufficiency of which is hereby acknowledged and agreed, the Parties do hereby agree as follows:

Section 1. Incorporation of Premises. The above and foregoing Recitals are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Term. This Agreement shall be effective as of the date of execution of this Agreement by the last of the Parties to do so ("**Effective Date**"). This Agreement shall remain in full force and effect from the Effective Date until terminated by the mutual agreement of all of the Parties in writing ("**Term**").

Section 3. Agreements. The Parties agree as follows:

Incorporation of Zoning and Recognition of Investment-Backed Expectations: The negotiated and agreed upon zoning and development standards contained in Emory Lakes PD Ordinance, which incorporate by reference the general zoning regulations of the City of Waxahachie zoning ordinance, are hereby adopted and incorporated into this Agreement as contractually-binding obligations of the developer.

The Developer agrees to:

- (A) A mutually agreed upon Development Agreement will be required for the property
 - a. The City Manager shall have the authority to approve the Development Agreement administratively.
- (B) Confirmation of connection to I-35 and the Brookside Bridge through either an offsite access easement or acquisition of property must be provided.
- (C) The ratio between Single Family Residential and Multi-Family units shall be developed as listed below:
 - 1,500 SFR lots to 500 MF units
 - 2,250 SFR lots to 750 MF units
 - 3,000 SFR lots to 1,000 MF units
 - 3,750 SFR lots to 1,250 MF units
 - 4,000 SFR lots to 1,500 MF units
 - *The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.
- (D) At least one amenity center shall have a meeting room.
- (E) Staff suggests that all park and open space improvements funded be privately maintained, unless the land is dedicated and accepted by the City, or unless the City enters into a mutually agreed upon maintenance agreement with the developer.
 - a. The City of Waxahachie will not accept property dedication less than 5 acres.
- (F) The applicant, WISD, and city staff must mutually agree on the proposed location and required acreage for future schools within the development.
- (G) The minimum living area for estate lots shall increase 200 SF.
 - a. 12,500 sf lot area min: increase 2,200 SF to 2,400 SF
 - b. 10,000 sf lot area min: increase 2,000 SF to 2,200 SF
- (H) The minimum living area for township lots shall increase from 2,000 SF to 2,100 SF
- (I) The applicant will provide enhanced landscaping and vegetation screening within the Open Space District that will provide a buffer for the residents along Brookside Rd.

- (J) There shall be a 10% maximum for front entry garages on estate and township lots
- (K) Lots along 80' ROW or greater must front a slip street or thoroughfare (sides of homes are permissible).
- (L) The Concept Plan shall conform as approved by the City Council under case number ZDC-07-2021.
- (M) Any zoning, land use requirement, or restriction not contained within this zoning Ordinance/Development Agreement/Development Standards/Exterior Construction Standards shall conform to those requirements and/or standards prescribed in Zoning Districts/Concept Plan (Exhibit B), Master Trails and Open Space Exhibit (Exhibit D), Screening Plan Exhibit (Exhibit E), Thoroughfare Exhibit (Exhibit F), Street Sections (Exhibit G), Phasing Plan (Exhibit H), Master Signage Plan (Exhibit I), Legal Description (Exhibit J), Playground Exhibit (Exhibit K), Zoning District Exhibit (Exhibit L), and Staff Report (Exhibit M). Where regulations are not specified in Exhibits B, D, E, F, G, H, I, J, K, L, M, or in this Ordinance/Development Agreement/Development Standards/Exterior Construction Standards, the regulations of Mixed Use Residential zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
- (N) The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

In consideration of WGH's agreement in this regard, the City of Waxahachie agrees that WGH has reasonable investment-backed expectations in Emory Lakes PD Ordinance, and that the City of Waxahachie may not unilaterally change the zoning and development standards contained in Emory Lakes PD Ordinance without impacting WGH's reasonable investment-backed expectations.

Section 4. Miscellaneous

- A. This Agreement and any dispute arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict of law rules. In the event of any dispute or action under this Agreement, venue for any and all disputes or actions shall be instituted and maintained in Ellis County, Texas.
- B. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership, joint venture, joint enterprise, or other relationship between or among the Parties.
- C. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

D. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the Parties may have by law statute, ordinance, or otherwise. The failure by any Party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such Party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies any Party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement, except as otherwise expressly set forth herein.

E. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

F. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination or expiration of this Agreement shall survive termination or expiration.

G. This Agreement is made subject to the existing provisions of the City of Waxahachie, its present rules, regulations, procedures and ordinances, and all applicable laws, rules, and regulations of the State of Texas and the United States.

H. The undersigned officers and/or agents of the Parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

I. This Agreement may be only amended or altered by written instrument signed by the Parties.

J. The headings and captions used in this Agreement are for the convenience of the Parties only and shall not in any way define, limit or describe the scope or intent of any provisions of this Agreement.

K. This Agreement is the entire agreement between the Parties with respect to the subject matters covered in this Agreement. There are no other collateral oral or written agreements between the Parties that in any manner relates to the subject matter of this Agreement, except as provided or referenced in this Agreement.

L. This Agreement shall be recorded in the real property records of Ellis County, Texas. This Agreement and all of its terms, conditions, and provisions is and shall constitute a restriction and condition upon the development of the Property and all portions thereof and a covenant running with the Property and all portions thereof, and is and shall be binding upon WGH and all heirs, successors, and assigns and the future owners of the Property and any portion thereof; provided, however, this Agreement shall not constitute an obligation of or be deemed a restriction or encumbrance with respect to any platted residential lot upon which a completed structure has been constructed.

{Signature Pages Follow}

DRAFT

(14)

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

CITY OF WAXAHACHIE, TEXAS

By: _____
Michael Scott, City Manager

Date: _____

ATTEST:

By: _____
City Secretary

: Walton Global Holdings, Ltd (Applicant)

By: _____

Date: _____

: Walton Global Holdings, Ltd (Owner)

By: _____

Date: _____

STATE OF TEXAS §
 §
 COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, 2021, personally appeared MICHAEL SCOTT, City Manager of the City of Waxahachie, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
 Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS §
 §
 COUNTY OF ELLIS §

Before me, the undersigned authority, on this _____ day of _____, 2021, personally appeared _____, representative of Walton Global Holdings, Ltd, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

[Seal]

By: _____
 Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

Emory Lakes PD Ordinance

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A ZONING CHANGE FROM PLANNED DEVELOPMENT (PD) AND FUTURE DEVELOPMENT (FD) TO PLANNED DEVELOPMENT-MIXED USE RESIDENTIAL (PD-MUR), LOCATED SOUTH OF FM 875, WEST OF I-35, NORTH OF FM 1446, AND EAST OF LONE ELM ROAD, IN THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS, BEING 2,813 ACRES KNOWN AS A PORTION OF PROPERTY ID 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468, AND ORDERING THE CHANGING OF THE ZONING MAP THEREOF IN ACCORDANCE WITH SAID CHANGE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS:

WHEREAS, the City Council of the City of Waxahachie having heretofore adopted a zoning ordinance and map showing the classification of the various property located within the city limits of said City; and

WHEREAS, a proper application for a PD, with Concept Plan has been made in accordance with the zoning ordinances in the City of Waxahachie and said application has been assigned case number ZDC-07-2021. Said application, having been referred to the Planning and Zoning (P&Z) Commission for their final report, was recommended by the P&Z Commission for zoning change approval of the subject property from PD and FD to PD-MUR, with Concept Plan; and

WHEREAS, proper notification has been published for the time and in the manner as prescribed by the city ordinance of the City of Waxahachie for a public hearing thereon; and

WHEREAS, a proper hearing was held as required by law and the Council having heard all arguments for and against said zoning amendment;

NOW, THEREFORE, this property is rezoned from PD and FD to PD-MUR, with Concept Plan in order to facilitate development of the subject property in a manner that allows single family, multi-family, mixed-use residential, mixed use non-residential, and commercial/general retail uses on the following property: a portion of Property ID 182520, 264568, 263786, 192306, 234203, 179534, 187960, and 179468, which is shown on Exhibit A, Zoning Districts/Concept Plan Exhibit shown as Exhibit B, Master Trails and Open Space Exhibit shown as Exhibit D, Screening Plan Exhibit shown as Exhibit E, Thoroughfare Exhibit shown as Exhibit F, Street Sections Exhibit shown as Exhibit G, Phasing Plan shown as Exhibit H, Master Signage Plan shown as Exhibit I, Legal Description shown as Exhibit J, Playground

Exhibit shown as Exhibit K, Zoning District Exhibit shown as Exhibit L, and Staff Report Exhibit shown as Exhibit M.

PLANNED DEVELOPMENT

Purpose and Intent

The purpose of this planned development to create a mixed use residential development that includes single family, multi-family, mixed-use residential, mixed use non-residential, and commercial/general retail uses, and to establish appropriate restrictions and development controls necessary to ensure predictable land development, safe and efficient vehicular and pedestrian circulation, compatible uses of land and compliance with appropriate design standards.

Development Standards

All development on land located within the boundaries of this Planned Development District shall adhere to the rules and regulations set forth in this Ordinance/Development Agreement/Planned Development Regulations. The locations of buildings, driveways, parking areas, amenity areas, trails, fencing, and other common areas shall substantially conform to the locations shown on the approved Zoning Districts/Concept Plan (Exhibit B), Master Trails and Open Space Exhibit (Exhibit D), Screening Plan Exhibit (Exhibit E), Thoroughfare Exhibit (Exhibit F), Street Sections (Exhibit G), Phasing Plan (Exhibit H), Master Signage Plan (Exhibit I), Legal Description (Exhibit J), Playground Exhibit (Exhibit K), Zoning District Exhibit (Exhibit L), and Staff Report (Exhibit M).

Development Regulations

1. A mutually agreed upon Development Agreement will be required for the property
 - a. The City Manager shall have the authority to approve the Development Agreement administratively.
2. Confirmation of connection to I-35 and the Brookside Bridge through either an offsite access easement or acquisition of property must be provided.
3. The ratio between Single Family Residential and Multi-Family units shall be developed as listed below:
 - 1,500 SFR lots to 500 MF units
 - 2,250 SFR lots to 750 MF units
 - 3,000 SFR lots to 1,000 MF units
 - 3,750 SFR lots to 1,250 MF units
 - 4,000 SFR lots to 1,500 MF units
 - *The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.
4. At least one amenity center shall have a meeting room.
5. Staff suggests that all park and open space improvements funded be privately maintained, unless the land is dedicated and accepted by the City, or unless the City enters into a mutually agreed upon maintenance agreement with the developer.
 - a. The City of Waxahachie will not accept property dedication less than 5 acres.

6. The applicant, WISD, and city staff must mutually agree on the proposed location and required acreage for future schools within the development.
7. The minimum living area for estate lots shall increase 200 SF.
 - a. 12,500 sf lot area min: increase 2,200 SF to 2,400 SF
 - b. 10,000 sf lot area min: increase 2,000 SF to 2,200 SF
8. The minimum living area for township lots shall increase from 2,000 SF to 2,100 SF
9. The applicant will provide enhanced landscaping and vegetation screening within the Open Space District that will provide a buffer for the residents along Brookside Rd.
10. There shall be a 10% maximum for front entry garages on estate and township lots
11. Lots along 80' ROW or greater must front a slip street or thoroughfare (sides of homes are permissible).
12. The Concept Plan shall conform as approved by the City Council under case number ZDC-07-2021.
13. Any zoning, land use requirement, or restriction not contained within this zoning Ordinance/Development Agreement/Development Standards/Exterior Construction Standards shall conform to those requirements and/or standards prescribed in Zoning Districts/Concept Plan (Exhibit B), Master Trails and Open Space Exhibit (Exhibit D), Screening Plan Exhibit (Exhibit E), Thoroughfare Exhibit (Exhibit F), Street Sections (Exhibit G), Phasing Plan (Exhibit H), Master Signage Plan (Exhibit I), Legal Description (Exhibit J), Playground Exhibit (Exhibit K), Zoning District Exhibit (Exhibit L), and Staff Report (Exhibit M). Where regulations are not specified in Exhibits B, D, E, F, G, H, I, J, K, L, M, or in this Ordinance/Development Agreement/Development Standards/Exterior Construction Standards, the regulations of Mixed Use Residential zoning of the City of Waxahachie Zoning Ordinance shall apply to this development.
14. The development shall maintain compliance with all Federal, State and Local regulations; including, but not necessarily limited to, all applicable standards and regulations of the City of Waxahachie Municipal Code and City of Waxahachie Zoning Ordinance.

An emergency is declared to exist in that needed and approved improvements will be unnecessarily delayed if this ordinance is not effective upon passage and this ordinance is to be effective upon passage.

The zoning map of the City of Waxahachie is hereby authorized and directed to be demarked in accordance therewith.

PASSED, APPROVED, AND ADOPTED on this 19th day of April, 2021.

MAYOR

ATTEST:

City Secretary

DRAFT



EXHIBIT A: CONCEPT PLAN PROVISIONS

PURPOSE & INTENT

The purpose and intent of this Planned Development (PD) is to develop Emory Lakes as a comprehensive master planned community. Emory Lakes is an approximately 2,813 acres Planned Development located west of downtown Waxahachie. Refer to **Exhibit J: Legal Description** for project location and context.

Any conditions found within the following Base Zoning Districts or Zoning Ordinance that are not written herein, shall default to the City of Waxahachie's Code of Ordinances, as amended. All references to specific sections to the City of Waxahachie Zoning Ordinance apply to the City of Waxahachie Ordinance in effect at the date of approval of this document. The base/default city zoning district for each of the 6 PD districts are:

<u>PD Zoning District</u>	<u>Base City of Waxahachie Zoning District</u>
Single Family Residential District Estate, Township, Village Lots & Cottage Lots	SF3 district Section 5.10 Patio homes (Zero lot line homes) & Section 5.09 Single-Family attached (Townhouse or townhome)
Multi-family Residential District	MF2 for residential multi-family uses
Mixed Use Residential/ Nonresidential Districts	SF3 and § 5.10 Patio Home for single family detached residential uses § 5.09 for Attached single-family uses MUR for multi-family residential and MUNR for non-residential uses
General Retail District	General Retail (GR) zoning district
Open Space District	Future Development (FD) zoning district



COMPLIANCE WITH THE CITY'S COMPREHENSIVE PLAN

The project is in compliance with the city's comprehensive plan. The project is divided into 6 different zoning districts that will create an appropriate mix of land uses but also accommodates a flexible but appropriate transition between higher and lower intensities of development. The boundaries of each district are indicated on the District Plan. Refer to **Exhibit C: Permitted Land Uses** for the approved uses within each district. The 6 districts reflect the land use designations identified on the city's Future Land Use Plan Map (FLUP) with one exception. The approximate 78 acres of Semi-Public land uses provided in the PD (schools & civic uses) are not mapped on the District Plan. That is because their ultimate locations are not known at this time, but will be shown on future Detailed Plans. The acreages of the 6 districts are similar to the acreages of the land use districts on the FLUP.

In addition to being in compliance with the FLUP, Emory Lakes also meets or exceeds the majority of Goals and Objectives identified throughout the Waxahachie 2016 Comprehensive Plan Addendum and the 2007 Parks, Recreation and Open Space Master Plan.

Land Use Types Defined:

Single Family Residential District (SF)

This district provides a mixture of single family residential uses nestled along the open spaces and natural amenities the project offers. The district provides a variety of lot sizes to accommodate different home styles, buyer demographics and home sizes. The residential lots are designed into smaller neighborhoods with neighborhood parks and open spaces extending into and between neighborhoods. The district has 4 distinct sub districts, which are;

- Estate Lots: This sub district includes single-family detached lots 10,000 sf and 12,500 s.f. and larger.
- Township Lots: This sub district includes detached single-family lots between 8,400 sf and 10,000 sf
- Village lots: This sub district includes detached single-family lots between 6,000 sf and 8,400 sf
- Cottage Lots: This sub district includes detached single-family lots less than 6,000 square feet in size including Patio Homes & Zero Lot Line lots and single-family attached buildings (Townhomes).

Multi-family Residential District (MFR)

Traditional apartment- and condominium-type units in attached living complexes characterize this district. These developments may take a variety of forms, including traditional garden style apartments to courtyard apartments as well as brownstone style apartments.

Mixed Use Residential (MU-R)

The district includes a mixture of residential and nonresidential uses. A maximum 80 percent of the acreage or square footage of any proposed development should be residential, with a minimum 20 percent (minimum) of the acreage or square footage nonresidential. Acreage would apply in a horizontal mixed-use development, while square footage would apply in a vertical development. Both vertical and horizontal mixed use could be provided together. Residential uses may be single family (Village or Cottage Lots per the standards in Section 3.2: Single Family Residential Lot Development Standards) or multi-family uses (Refer to density restrictions in Section 3.1: Development Districts).



Mixed Use Nonresidential (MU-N)

Similar to Mixed-Use Residential district, land designated as MU-N is intended for a mixture of nonresidential and residential uses. The only difference would be that Mixed Use Nonresidential has a greater percentage of nonresidential components than residential. Specifically, a minimum 80 percent of the acreage or square footage of proposed developments are required to be nonresidential with a maximum 20 percent of the acreage or square footage allocated to residential. Southlake's Town Center is an example of Nonresidential Mixed Use. Residential uses may be single family (Cottage Lots per the standards in Section 3.2: Single Family Residential Lot Development Standards) or multi-family uses (Refer to density restrictions in Section 3.1: Development Districts).

Commercial General Retail District (GR)

This district is based on the Waxahachie GR zoning district. The locations of the GR districts are at the center of the project near the Village Center node and also generally located along the project perimeter at project entries.

Open Space District (OS)

This district is based on the Waxahachie FD zoning district. The areas designated as an Open Space District are intended to be used as open spaces including landscaping, screening and trails only and serves as a buffer to the adjacent properties.



Overlay Areas:

Within the 6 PD zoning district areas described above and identified on Exhibit B, the following overlay areas exist. These overlay districts create certain restrictions or development variations to exist within the master plan. Refer to Exhibit B: Zoning Districts for locations of the following overlay areas.

Floodplain

The areas indicated on Exhibit B: Zoning Districts as Floodplain Overlays are generally areas of land subject to inundation by a 100-year frequency flood as determined using standard engineering practices and generally as shown on the flood insurance Rate Map (FIRM) of the City of Waxahachie. These locations are not finalized and the actual floodplain limits, if any, will be finalized at the time of development. These areas may be increased or decreased in size based on the results of FEMA approved studies. Development within the Floodplain Overlay is subject to Appendix B (Flood Damage Prevention) of the City of Waxahachie Code of Ordinances as amended.

Semi-Public

Within the master plan, uses such as schools and civic spaces (libraries, police, fire, etc.) will exist. The exact location for these uses will depend on the phasing and the timing of development. The land area is being set aside but the exact location will be determined at the time of final plat.

Town Center

The area indicated on Exhibit B: Zoning Districts as the Town Center Overlay Area is delineated as an area that has increased development requirements and can be developed as a mixed-use development. Land uses are intended to be residential multi-family and non-residential commercial uses. Additional, mixed use buildings with ground floor retail and commercial uses with residential units located above are allowed. The development will be a blend of residential and commercial uses that serves as a central destination and hub of activity providing live and work opportunities. Buildings may be oriented closer to the streets to create a stronger pedestrian friendly streetscape.

Traditional Neighborhood Development

This area includes a mixture of residential and non-residential uses including within the Mixed-Use Residential District, Mixed Use Nonresidential District. The location is within the central part of the community and serves as the main node of destination and activity. It includes a variety of residential dwelling interspersed with small scale commercial establishments and public spaces.



SECTION 1: PD DISTRICT DEVELOPMENT STANDARDS

DESCRIPTION OF REQUEST

This zoning plan will establish an integrated and comprehensive development that encourages commercial, retail, shopping, restaurants entertainment and residential uses. The commercial components provide an appropriate response to the traffic and commercial viability that is created in areas along the perimeter of the project along major arterial roadways and centrally located within the project. The areas designated with the Town Center Overlay and Traditional Neighborhood Design will create a destination node for residents and visitors to the project.

PROPOSED USE OF THE PROPERTY

Emory Lakes will include the development of many various land uses including but not limited to Residential, Commercial and Office land uses along with a mixture of recreation and open space amenities. Emory Lakes has been designed to offer a town center area that provides a convenient location for local residents to shop or dine. The outer edges of Emory Lakes provides more commercial uses that allow the surrounding Waxahachie community to shop, dine or entertain within a variety of Emory Lakes planned commercial developments. Additionally the community will provide everything a homeowner needs including a variety of recreational amenities, schools and a variety of quality residential homes.

The project is anticipated to be built out in 30+ years. The initial phase will be along the eastern portion of the site near the Interstate 35 project entrance. Refer to Exhibit H: Phasing Plan.

GENERAL DEVELOPMENT REQUIREMENTS

Applicability

The Emory Lakes Planned Development District is being created as a freestanding district, under the prescribed circumstances contained in these Concept Plan Development Standards. The following Sections delineate the development standards. In the event of a conflict between the written text and the illustrations within this document, the written text contained herein shall control.

This comprehensive development provides higher standards of development, providing a master planned approach to a mixture of land uses. This PD document creates the development controls and regulations to ensure Emory Lakes is developed to the higher standards envisioned and built upon within the master plan. This zoning document has been formatted to respond to the City's Future Land Use Plan while providing marketable commercial, civic and residential land uses.

ARCHITECTURAL DEVELOPMENT STANDARDS

A separate Development Agreement includes the Architectural standards pertaining to the construction of all land uses within this PD.



SECTION 2: DEVELOPMENT APPROVALS/PROCEDURES

1. For the purposes of these development standards, the definitions and regulations of all sections not included within this Concept Plan Development Standards document shall follow those found in the City of Waxahachie Zoning Ordinance, Subdivision Ordinance, Parkland ordinance or other applicable City codes as of the adoption date of this ordinance. The applicability of any changes to the City's regulations shall comply with Texas Local Government Code Chapter 245, as amended.
 - a. All development on land located within the boundaries of Emory Lakes must adhere to the rules and regulations set forth in these Concept Plan Development Standards. The development will be in complete accordance with the provisions of the approved PD and all Detailed Site Plans submitted hereunder shall be binding upon the applicant thereof, his successors and assigns, and shall limit and control all building permits. To ensure compliance of any Residential Initial Plat, Site Plan or building permit to this PD, the Emory Lakes Covenants, Conditions, and Restrictions (CC&R's) will necessitate the creation of a(n) Architectural/Design Review Committee (A/DRC). The A/DRC must be formed prior to the submittal of the first Residential Initial Plat, site plan or building permit application to the City of Waxahachie (whichever submittal comes first).
 - b. The A/DRC shall consist of representatives from the Master Developer and/or the Home Owners Associate along with an Architectural Consultant, Landscape Architect, and Civil Engineering Consultant. In addition, the A/DRC may consult with other professional advisors as deemed appropriate.
 - c. The A/DRC shall review each and every project (including residential and non-residential) submittal prior to filing an application with the City of Waxahachie. The application shall be accompanied by a letter of review from the A/DRC.
 - i. In the event the A/DRC makes a comment on a submittal or plan review that is in conflict with City of Waxahachie regulations and Code of Ordinances or regulations of this PD Ordinance, those regulations supersede the A/DRC comments.
 - ii. Any comments made by the City supersede those made by the A/DRC.
2. Except as provided by these Concept Plan Development Standards, development within these boundaries of the project are governed by the applicable City regulations as amended. In the event of any conflict or inconsistency between this document and the applicable City regulations, the terms and provisions of these Concept Plan Development Standards shall control. All other City of Waxahachie regulations and ordinances not amended by this document will be covered by the City of Waxahachie regulations and ordinances in effect at the time of adoption of this PD Ordinance.
3. The zoning, platting and development review and approval process will follow the PD zoning requirements in sections 2.04 and 7.02 of the City of Waxahachie Zoning Ordinance except as amended:
 - Section 7.02(e)(ii)(1) is amended as follows:
 - i. For the purposes of this PD, the PD Ordinance shall be considered complete upon approval of a Concept Plan (Exhibit L: Concept Plan) as described in Section 7.02.e of the City of Waxahachie Zoning Ordinance. There is no time requirement for a detailed



site plan to be submitted for approval after the PD Ordinance is established.

1. Detailed Site Plans are required for non-residential properties and shall meet all requirements of Section 7.01.
2. Changes of detail on the Detailed Site Plan, which differ from the original Concept Plan, but do not alter the basic relationship of the proposed development to adjacent property, the uses permitted, or increase the density, building height or coverage of the site, or do not significantly alter the landscape plans as indicated on the approved Concept Plan may be authorized by the City Manager or designated representative. The City Manager may, under his/her discretion forward the application to the Planning & Zoning Commission and City Council for approval. Any other changes will require submittal through the Planning & Zoning Commission and City Council approval process.

For the purpose of single-family subdivisions within Emory Lakes, Section, Appendix A, Article VII § 7.01(a)(iv) of the City of Waxahachie's Zoning Ordinance shall be amended for single family subdivisions for this Ordinance as follows.

(iv) Site plan details - The site plan submittal for any residential portion of the property will be not be required and will be replaced with the following submittal requirements:

Residential Initial Plat: The Residential Initial Plat shall contain sufficient information relative to single-family subdivision design considerations, including but not limited to the following:

1. A vicinity or location map that delineates the location of the proposed Residential Initial Plat in the City;
2. Boundary lines, abstract lines, corporate boundaries, existing or proposed highways and streets, bearings and distances sufficient to locate the exact area proposed for the subdivision;
3. The name, location and recording information of all adjoining subdivisions (or property owners of unplatted property) shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivision in sufficient detail to show accurately the existing streets, alleys and other features that may influence the layout of development of the proposed subdivision; adjacent unplatted land shall show property lines, the names of owners of record, and the recording information;
4. The location and widths of all streets, alleys and easements, existing or proposed, within the subdivision limits and adjacent to the subdivision;
5. The location of all existing and proposed property lines, existing lot and block numbers and date recorded, buildings, existing sewer or water mains, gas mains or other underground structures, easements of record or other existing features within the area proposed for subdivision;
6. Proposed arrangement and square footage of lots (including lot and block numbers) and proposed use of same;
7. The name and address of the owner with the name of the planner, engineer or registered public surveyor preparing the drawing; the subdivision name shall not be duplicated, but phasing identification is allowed (the City shall determine if the proposed subdivision identification will be in conflict with existing plats);
8. Sites, if any, to be reserved or dedicated for parks, schools, playgrounds or other public uses;



9. Scale, date, north arrow oriented to the top or left side of the sheet, and other pertinent data;
 10. Contours with intervals of five (5) feet or less shown for the area (unless, due to some unique aspect of the subject property, the Director of Public Works requires a two-foot contour interval) with all elevations on the contour map referenced to sea level datum;
 11. Areas contributing drainage to the proposed subdivision shall be shown in the construction (i.e., engineering) plans; locations proposed for drainage discharge from the site shall be shown by directional arrows;
 12. All physical features of the property to be subdivided shall be shown, including the location and size of all water courses, 100-year flood plain according to Federal Emergency Management Agency (FEMA) information, Corps of Engineers flowage easement requirements, ravines, bridges, culverts, existing structures, drainage area in acres or area draining into subdivisions, the outline of major wooded areas or the location of major or important individual trees, and other features pertinent to subdivision;
 13. Location of water and sewer lines and other infrastructure (including sizes) to be constructed in the subdivision; the proposed connections to distribution mains shall be indicated;
 14. Where a subdivision is proposed to occur in phases, the subdivider, in conjunction with submission of the Residential Initial Plat, shall provide a schedule of development; the dedication of rights-of-way for streets and street improvements, whether on-site or off-site, intended to serve each proposed phase of the subdivision; City staff shall determine whether the proposed streets and street improvements are adequate pursuant to standards herein established, and may require that a traffic impact analysis be revised for the entire project or for such phases as the Council determines to be necessary to adjudge whether the subdivision will be served by adequate streets and thoroughfares;
 15. All Residential Initial Plats shall be submitted in a legible format on a good grade blue line or black line paper;
 16. Proposed or existing zoning of the subject property and all adjacent properties;
- Sections 7.02(e)(vi)(2), (3)(4) and (5) do not apply to this PD.
 - Section 2.04 (b):
 1. At such time a request to amend the PD is submitted, only the property owner (or their representative) initiating the request shall be named as the "Applicant". All owners of the property within the boundaries of the PD are not required to be applicants for amendments to the PD, unless the requested amendments directly affect their property.
 - Section 2.04 (d)(i):
 1. The notification area shall be two hundred (200) feet from the subject property listed on the application as defined by a separate boundary survey or exhibit or as required by State law.
 - In the event the proposed change to the PD regulations are modifications to the overall Concept Plan Development Standards and do not specifically impact individual parcels or lots or affect a Residential Initial Plat or Detailed Site Plan, then the proposed zoning change text amendment will be processed in accordance with City of Waxahachie Zoning Ordinance Section 2.04.



1. If the amendment will create new development standards for an entire phase, section, tract, or neighborhood within the PD, then a PD Addendum may be proposed and added to the PD ordinance as an appendix without modifying the existing standards for any previously developed phase, section, tract, or neighborhood but such Addendum would be processed in accordance with City of Waxahachie Zoning Ordinance Section 2.04.
 2. Proposed modifications to the PD regulations that do not alter the basic relationship of the proposed development to adjacent property; the uses permitted; or increase the density, building height, or coverage of the site; the off-street parking ratio; reduce the yards provided at the boundary of the site; or do not significantly alter the landscape plans as indicated on the approved Concept Plan may be authorized by the City Manager or designated representative. The City Manager may, under his/her discretion forward the application to the Planning & Zoning Commission and City Council for approval.
4. The Concept Plan referenced in Section 7.02.c.ii.1 and 7.02.d.i of the City of Waxahachie Zoning Ordinance and referenced in this PD Ordinance is included in this zoning submittal as **Exhibit L: Concept Plan**.

**SECTION 3: DEVELOPMENT DISTRICTS****1. Development Districts**

All of Emory Lakes has been divided into 6 districts (Refer to **Exhibit B: Zoning Districts**) to delineate the designated land uses and development standards/regulations in effect.

	District	Gross Acreage	Maximum Residential Gross Density	Maximum Dwelling Units
SF:	Single-family Residential	± 2,220 acres	2.6 du/ac.	5,769
MFR:	Multi-family Residential	± 107 acres	18.0 du/ac	1,926
MU-R:	Mixed Use Residential	± 220 acres	6.0 du/ac. ¹	1,070
MU-N:	Mixed Use Nonresidential	± 88 acres	10.0 du/ac. ¹	190
GR:	General Retail	± 172 acres	0	0
OS:	Open Space	± 7 acres	0	0

¹ Net Density in the MU-R and MU-N district is based off the parcel net acreage which is calculated as the gross parcel acreage, minus any land area in the 100 year floodplain, ROW area for any Street 2 (as shown on Exhibit F) and any existing gas easements. The maximum gross density shown is for the residential portion of the district.

2. Single Family Residential Lot Development Standards**Lot Types:**

The development of Single Family lots includes the following 7 lot sizes:

	Estate Lots		Township Lots	Village Lots		Cottage Lots	
Lot Area (min.)	12,500 sf	10,000 sf	8,400 sf	7,000 sf	6,000 sf	5,000 sf	2,000 sf
Lot Width (min.)	90 ft.	80 ft.	70 ft.	60 ft.	50 ft.	50 ft.	20 ft.
Lot Depth (min.)	120 ft.	120 ft.	115 ft.	115 ft.	115 ft.	100 ft.	100 ft.

Single Family Lot Mix for entire project

Emory Lakes may not exceed a total of 7,029 single family lots at build out. The following lot mix requirements are for the entire single family lots within Emory lakes.

- At least 12% (844 lots) of the total lots must be Estate lots 12,500 s.f. or larger.
- At least 28% (1,969 lots) of the total lots must be Estate lots 10,000 s.f. or larger.
- At least 10% (703 lots) of the total lots must be Township lots 8,400 s.f. or larger.
- No more than 45% (3,163 lots) of the total lots may be Village lots, between 6,000 s.f. and 8,400 s.f.
- No more than 15% (1,054 lots) of the lots may be Cottage lots but a of minimum 3.5% (247 lots) of the total lots must be Cottage lots.

**Minimum Living Area for all Single-Family Homes**

	Estate Lots		Township Lots	Village Lots		Cottage Lots	
Minimum living area	2,400 square feet	2,200 square feet	2,100 square feet	1,800 square feet	1,600 square feet	1,250 square feet	1,200 square feet

Initial phase(s) of Single Family Development

The following standards apply to the initial single family phase(s) of for the project:

- A minimum of 20% of all single family lots proposed on the first Residential Initial Plat shall be Estate Lots 10,000 s.f. or larger.
- A minimum of 175 Township Lots (approximately 25% of the total required Township Lots) shall be plated in the first three phases of the development as depicted on Exhibit H, Phasing Plan.

Additional Single Family Development Regulations

For the development of single family lots in any of the districts where single family is permitted, the following development standards apply.

- Until the minimum required amount of Estate Lots is reached, a minimum of 141 Estate Lots (approximately 5% of the required Estate Lots) shall be included on sequential Residential Initial Plats.
- When a Residential Initial Plat includes 150 or more lots, the Residential Initial Plat must include at least 3 different lot sizes.
- Minimum lot widths are measured at the front building setback line.

**Single Family Lot Building Setbacks & Dimensional Standards**

	Estate Lots		Township Lots	Village Lots		Cottage Lots	
Front Yard Setback (min.)	30 ft.	30 ft.	20 ft.	20 ft.	20 ft.	20 ft. ¹	20 ft. ¹
Garage Setback (min.)	30 ft.	30 ft.	20 ft.	20 ft.	20 ft.	20 ft. ³	20 ft. ³
Side Yard Setback (min.)	15 ft.	10 ft.	5 ft.	5 ft.	5 ft.	1/9 or 5 ft ²	0 ft.
Rear Yard Setback (min.)	25 ft.	25 ft.	20 ft.	15 ft.	15 ft.	10 ft. ¹	10 ft. ¹
Corner Yard Setback (min.)	20 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.
Porch Front Yard Setback	20 ft.	20 ft.	10 ft.	10 ft.	10 ft.	10 ft.	10 ft.
Building Height (max.)	2 ½ stories and 35 ft.	2 ½ stories and 35 ft.	2 ½ stories and 35 ft.	2 ½ stories and 35 ft.	2 ½ stories and 35 ft.	2 ½ stories and 35 ft.	2 ½ stories and 35 ft.
Lot Coverage (max.) ⁴	50%	50%	55%	55%	55%	60%	70%

¹ If garage access is from a rear alley, the minimum front yard setback shall be 10 ft. and the rear yard setback shall be a minimum of 25 ft.

² Side yard setbacks can vary between 1 and 9 so long as minimum 10 ft. building separation is provided between buildings on adjacent lots. Maximum building height: is identified as number of stories and is not capped at 35 feet. Each adjacent lot shall provide an access or use easement, a minimum of three (3) feet, adjacent to the "zero" (one-foot) side or there must be a three (3) foot setback from the adjacent "zero" side to allow the property owner access for maintenance of his dwelling.

³ If garage access is from a rear alley, the rear garage setback shall be a minimum of 25 ft. from the alley ROW.

⁴ Maximum Lot Coverage: maximum percent of lot that can be covered by principal and any accessory buildings but does not include driveways



3. Single Family District Lot Locations & Garage Types

The following garage locations are allowed within certain lot districts, refer below on which garages are allowed for each specific lot size.

Alley access: Garages may be located in the rear of the lot if accessed by an alley. At least 16% of all single family lots within Emory Lakes will be Alley access.

Side Entry: Garages may be located on the side of the home. If the side of the home faces a corner street, they will be treated as a front entry garage and must follow the standards below.



Example of side entry garage access.

"J" Swing: Garages may be located in the front of the home as a "J" Swing. The garage door must be a wood simulated wood or wood simulated, carriage style garage doors including wood or wood simulated panels, decorate brackets.



Example of "J" Swing garage

Front Entry: Garages may be located in the front of the home facing the front street but they the garage door must be recessed at least three (3) feet behind the front elevation, excluding any front porches. The garage door must be a wood simulated wood or wood simulated, carriage style garage doors including wood or wood simulated panels, decorate brackets.



Example of Front entry with recessed garage.



Estate Lots (This sub-district includes single-family lots 10,000 sf and 12,500 sf and larger.)

Alley access: permitted, a minimum of 25% of all Estate lots must be alley access.

Side Entry: permitted

"J" Swing: permitted, not allowed on a lot within 150 feet of a thoroughfare with a Right-of-Way at least 80 feet in width or wider

Front Entry: Maximum 10% of Estates lots are permitted, not allowed on a lot within 150 feet of a thoroughfare with a Right-of-Way at least 80 feet in width or wider

Township Lots (This sub-district includes single-family lots between 8,400 sf and 10,000 sf)

Alley access: permitted, a minimum of 25% of all Township lots must be alley access.

Side Entry: permitted

"J" Swing: permitted, not allowed on a lot within 150 feet of a thoroughfare with a Right-of-Way at least 80 feet in width or wider

Front Entry: Maximum 10% of Township lots are permitted, not allowed on a lot within 150 feet of a thoroughfare with a Right-of-Way at least 80 feet in width or wider

Village Lots (This sub-district includes single-family lots between 6,000 sf and 8,500 sf)

Alley access: permitted

Side Entry: permitted

"J" Swing: permitted, not allowed on a lot within 150 feet of a thoroughfare with a Right-of-Way at least 80 feet in width or wider

Front Entry: permitted, not allowed on a lot within 150 feet of a thoroughfare with a Right-of-Way at least 80 feet in width or wider

Cottage Lots

Alley access: required

Side Entry: not permitted

"J" Swing: not permitted

Front Entry: not permitted



4. MFR, MU-R, MU-N & GR District Development Standards

For development of land uses other than single family development, the following development standards will apply for development in the MFR, MU-R, MU-N & GR districts.

Development Standard	MFR	MU-R	MU-N	Town-Center Overlay	GR
Lot Area (min. per dwelling unit)	2,420 s.f.	1,452 s.f.	726 s.f.	None	7,000 s.f.
Lot Width (min.)	60 ft.	None	None	20 Ft.	60 Ft.
Lot Depth (min.)	120 ft.	None	None	100 Ft.	100 Ft.
Front Yard Setback adjacent to single family (min.) ^{1 2}	25 ft. 75' if over two stories.	None	25 Ft.	None	40 Ft.
Front Yard Setback all other instances (min.) ¹	25'. 100' if over 2 stories	None	25 Ft.	None	40 Ft.
Side Yard Setback adjacent to single family (min.) ¹	50 ft. 75' if over two stories.	25 Ft.	25 Ft.	None	25 Ft.
Side Yard Setback all other instances (min.) ¹	25'. 100' if over 2 stories	25 Ft.	25 Ft.	None	20 Ft.
Rear Yard Setback adjacent to single family (min.) ¹	50 ft. if 2 stories or less. 75 ft. if over 2 stories	25 Ft.	25 Ft.	None	25 Ft.
Rear Yard Setback all other instances (min.) ¹	50 ft.	25 Ft.	25 Ft.	None	20 Ft.
Corner Yard Setback all other instances (min.) ¹	50 ft.	30 Ft.	30 Ft.	None	25 Ft.
Building Height (max.)	3 stories	4 stories	5 stories	3 stories	2 stories
Minimum living area ²	800 SF	1,200 SF	1,200 SF	Based on underlying zoning	N/A
Bedroom Mix Studio & 1 Bedroom 2 Bedroom 3 or more Bedrooms	No maximum 20% (max.) Not allowed	No maximum 10% (max.) Not allowed	No maximum 20% (max.) Not allowed	No maximum 20% (max.) Not allowed	Use not allowed
Lot Coverage (max.)	40%	50%	50%	95%	40%
Maximum Density (units per gross acres)	18.0	6.0	10.0	Based on underlying zoning	N/A

¹ Regardless of building heights. "Adjacent to" is defined when 2 parcels are directly abutting each other without a public ROW in between 2 parcels. When a public ROW is between 2 parcels of land, the land uses are not considered adjacent.

² Minimum living area is for 1-bedroom units. Add 200 s.f. per each additional bedroom.

Note, when a building includes a mixed use family of uses, such as a ground floor retail with residential above, the development standards for Multi-family residential uses will be utilized for the building design (lot area, width, depth, setback, etc.)

**Multi-Family Phasing Restrictions****Initial Phase**

A multi-family project may not be permitted until at least seven hundred fifty (750) SF Districts lots have been permitted. At that time a maximum of two hundred fifty (250) multi-family units may be permitted.

Future phases

Additional multi-family units may be permitted as long as the following minimum SF District lots have been permitted.

Total Permitted	
<u>SF District Lots</u>	<u>Total Maximum multi-family units allowed to be permitted</u>
1,500 SF lots	500
2,250 SF lot	750
3,000 SF lots	1,000
3,750 SF lots	1,250
4,000 SF lots	1,500

The remaining Multi-Family units can be constructed once all SFR lots are constructed

5. Semi Public Overlay Area (Civic & Schools)

Emory Lakes has worked with the Waxahachie ISD in identifying the future need of school sites.

Schools

Waxahachie Independent School District (WISD) will be provided up to five (5) elementary school sites within the development at no cost to the school district.

- The sites will range in size from twelve (12) to fifteen (15) acres depending on adjacency to open space and parks.
- The sites will be on gentle slopes with adequate utilities (water, sewer, gas and electric service) provided by the developer.
- The total number of elementary school sites provided to WISD may decrease or increase depending on the amount of age-restricted single-family lots and/or multi-family units developed. Typically each school site is anticipated to serve approximately 1,990 residential lots, excluding age-restricted lots.
- Each site will be determined prior to the submission of a Residential Initial Plat . The site is to be mutually agreed upon by the City, the landowner and WISD.
- The final transfer of each site is contingent upon the WISD commitment to build (as determined by WISD needs analysis).
- Developer agrees to sell one continuous section of 25 acres for the purpose of a junior high school campus to WISD. The value of the property shall be determined by an appraisal done at or near the time that the WISD notifies the developer for the need of the property.

Civic Land Uses

Up to ten (10) acres of and will be donated to the city of Waxahachie for civic uses including but not limited to fire and/or police stations. The final location will be coordinated with the City during the detailed review stages. The site(s) will be determined as part of the submission and review of the Residential Initial Plat(s).



6. Town Center Overlay Area

The following supplemental regulations are required within the town center overlay area:
Parking setbacks

Parking

- a. For any Street Types 4, 5 or 6 (Refer to Exhibit G: Street Sections) within or abutting the Town center Overlay Area, perpendicular or angular on street parking is required. The parking must be within the street Right-Of-Way or a public access easement.
- b. Off-street surface parking shall be predominantly located behind buildings and accessed by alleys or rear drives whenever possible.
- c. Parking lot layout, landscaping, buffering, and screening shall minimize direct views of parked vehicles from streets and sidewalks.
- d. Parking garages are permitted but may not be taller than any building abutting the garage and while conforming to the design standards a-c listed above.

Sidewalks (adjacent to street)

For any Street Types 1-6 (Refer to Exhibit G: Street Sections) within or abutting the Town center Overlay Area must have a minimum sidewalk width of 8 feet. The sidewalks may meander outside of the Right-Of-Way but must be in a public access easement if not located within the Right Of Way. Adjacent sites shall be designed with a continuous pedestrian system throughout the development.



Example of wider sidewalk creating a pedestrian zone between building façade and street/parking.



Buildings

- a. Building adjacent to Street Types 2, 3, 4 and/or 5 (Refer to Exhibit F & Exhibit G) shall be constructed at the property line adjacent to the minimum 8' wide sidewalk.
- b. All multi-family development adjacent to Street Types 2 (Refer to Exhibit F & Exhibit G) shall be vertically mixed with non-residential uses on the ground floor.

Streetscape

- a. Street and sidewalk furnishings including but not limited to; planting strips, raised planters, trash receptacles, street lights, street signs, wayfinding signs, seating, public art, water features, fire hydrants and tree grates, shall be similar in design and materials to the images below to the greatest extent possible.
- b. Street trees may be planted in planting strips or tree wells



Examples of streetscape

Screening

- a. In the Town Center Overlay Area, when multi-family or mixed use development fronts onto a thoroughfare or adjacent street, so long as no dumpsters, outside storage or loading areas are visible from the street, the required screening is only:
 - i. Screenwall: none required
 - ii. Street Trees: One (1) canopy tree at least four (4) caliper inches, planted for every forty (40) linear feet
- b. Patio fences and perimeter fences for a gated development are permitted within the landscape area.
- c. The screening requirements for the perimeter areas of the site where buildings do not front onto an adjacent street will default to the City of Waxahachie screening requirement specified in section 5.03(f) of the City of Waxahachie Zoning Ordinance.
- d. Parking lots exposed to view from abutting single-family residential properties shall be surrounded by a minimum of a 3-foot high barrier in the form of berms, shrubs, walls, or a combination thereof.



- e. Transformers, HVAC equipment (if located at the ground level), utility meters, and other machinery, as well as garbage collection points, should be located at the rear lane, drive or alley. If such uses are visible from any adjacent rights-of way or property, they shall be fully screened by a fence (minimum 6 ft. wood board on board) or a masonry wall (minimum 6 ft. high) or suitable plants or other visual barrier of an appropriate height.
- f. Trash dumpsters shall have a metal door which shall remain closed at all times.



7. Traditional Neighborhood Development (TND) Standards

Concept and Intent

Traditional Neighborhood Development includes a variety of residential dwellings interspersed with small scale commercial establishments and public spaces. They are characterized by:

- a. Walkable neighborhood centers and focal points;
- b. Small, efficient lots with modest sized buildings fronting on, and aligned with, streets in a disciplined manner, generally uninterrupted by parking lots;
- c. Generally regular geometric patterns of streets and blocks arranged to provide comprehensible routes of travel;
- d. Well-configured squares, greens, gardens, and parks woven into street and block patterns and dedicated to collective social activity, recreation and visual enjoyment;
- e. Civic buildings for assembly or other civic purposes, sited to act as visual landmarks and symbols of identity within the community.

Design Standards: The area designated as Traditional Neighborhood Developments on Exhibit B: Zoning Districts must follow the following additional design standards:

- a. All uses which are permitted by right in underlying zoning district bylaw are permitted by right in a TND project.
- b. Each single-family neighborhood shall have a mixture of lot sizes and may not include more than 75% of the same lot type
- c. All lots shall share a frontage line with a street or an open space platted as a public easement such as a square, courtyard or park.



Example of residential homes facing onto a central park/square.

- d. All single-family lots shall be alley loaded unless backing up to greenspace or trail system
- e. Alley lighting shall be provided on all garages or on poles adjacent to parking areas. Lighting fixtures and poles shall be consistent in architectural style and shall complement the predominant architectural theme
- f. Rear yards shall not back to a street regardless of size of the street.
- g. Cul-de-sacs are not permitted



- h. Similar land use categories shall face across streets; dissimilar land uses shall abut at rear lot lines.
- i. All lots and buildings shall front and have entries onto streets or squares.
- j. The placement of residential and non-residential land uses shall be such that pedestrian rather than vehicular access to non-residential uses is facilitated and encouraged.
- k. Each project should contain at least one (1) square, not less than one-half (½) acre in size, close to the center
- l. The minimum internal open space for any residential development shall be the greater of
- m. two (2) acres or five (5) percent of the gross acreage of the neighborhood.
- n. On-street parking shall be provided in nonresidential areas.

SECTION 4: PERMITTED LAND USES

See Exhibit C: Permitted Land Uses



SECTION 5: AMENITIES, PARKS & OPEN SPACES

1. Recreational and Social Amenities

In order to promote a sense of community, social programming will be incorporated into the fabric of the community by the home owner's association, a professional management team and on-site lifestyle managers. This programming is intended to create and support interaction between families, neighbors, neighborhoods, and villages within Emory Lakes. Functions and events may include, but are not limited to, items such as the following:

a. Clubhouse / Pool Activities and Events:

Swim lessons, water aerobics, dance classes, karate classes, fitness classes, scrapbooking, book clubs, cooking classes, wine tasting, New Year's celebrations, bunko night, kid's story time, casino nights, super bowl parties, Valentine's Day mom's night out, March madness, Easter Parade, Memorial Day pool opening, 4th of July event, Labor Day celebrations, Halloween events, Thanksgiving pot luck, meet and greet Santa, meet and greet your neighbors, and pancake social.

b. Outdoor Activities:

Bike races, horseshoes, tennis, sand volleyball, movie nights, fireworks, national night out (safety), astronomy, bird watching, nature tours and classes, summer camps, nature hikes, fun runs, run and bike clubs, marathons, mom's stroller classes, and barktoberfest (dog party)

c. Additional Events

Trade days, art and craft fairs, potter, Taste of Waxahachie, farmers market, WiFi in public areas, art competitions, sculpture contest, community parades, medieval fair, and musical theatrical performances.

d. Programing

The HOA and management team will maintain a community website that includes such items as a calendar of events, HOA information and a newsletter.

2. Overall amenity program

As a master planned community, Emory Lakes will have an extensive and programmed system of amenities throughout. These amenities combine to create an overall sense of place that would be difficult to achieve when considered as independent elements within smaller developments. The community amenities that are addressed within these Development Standards are:

- a. Dedicated open space throughout the project, including public and private areas
- b. Community Amenity Centers
- c. Neighborhood Parks (Public or private)
- d. Public Park Land Dedication
- e. Master Trails & Open Spaces
- f. Primary and Secondary Community Entries
- g. Neighborhood Entries
- h. Thoroughfare Landscape Buffers
- i. Maintenance



A. Dedicated Open Space (Minimum 400 acres)

At least 400 acres of the gross project area must be preserved as open spaces that are comprised of usable area that is at least 20 feet wide (such as larger landscape/trail buffer areas or linear greenbelt corridors) or any size area so long as it incorporates any amenity elements listed in section 5.2.B, 5.2.D, 5.2.E, or 5.2.F of the PD. These open spaces may be passive areas such as floodplain, utility easements, landscape buffers or visual setbacks but can also be active spaces such as Community Amenity Centers (see Section 5.2.B), Neighborhood Parks (see Section 5.2.D), or Public Parks (see Section 5.2.E). No more than 63.3 acres of areas within the 100 year floodplain may count towards the overall open space requirement at buildout. This open space requirement is calculated at build out and is not on a phase by phase development requirement. A summary of open space will be included at each Residential Initial Plat and/or Detailed Site Plan submittal including a rolling summary for any previously approved Residential Initial Plat and Detailed Site Plan(s). The first plat that includes any lots other than a ROW or utility easement must include the required open space for that initial plat.

Minimum Open Space Phasing:

The final plat that includes the 1,000th single family lot must indicate that at time of approval at least 60 acres of open space will be platted.

The final plat that includes the 3,000th single family lot must indicate that at time of approval at least 180 acres of open space will be platted.

The final plat that includes the 5,000th single family lot must indicate that at time of approval at least 300 acres of open space will be platted.

B. Community Amenity Centers (Minimum 20 acres)

At least four (4) separate community amenity centers, each at least 4.0 acres in size, will be spaced throughout Emory Lakes. All amenity centers will be HOA maintained

Required Elements

Each community amenity center must include the following amenities and/or elements:

- | | |
|---|--|
| a) Pool at least 2,500 s.f. of water surface area) | h) Bike Racks |
| b) Bathrooms | i) Water Fountain for humans and pets |
| c) Landscaping | j) Pet Waste Station |
| d) Sodded grass | k) Trash Receptacle(s) |
| e) Irrigation for all plant material | l) Wi-Fi |
| f) Walkways | m) At least one (1) ADA Accessible amenity |
| g) Seating (individual seats, benches and/or gliders) | |

**Additional Main Amenity Elements:**

In addition to the Required Elements above, each amenity center must include three (3) of the following elements:

- a) Air-conditioned club house (at least 1,500 s.f. of air-conditioned area) including indoor facilities such as meeting rooms offices, gathering space, workout facilities or similar uses.
 - a. At least one (1) amenity center must select this option and have a meeting room within the clubhouse.
- b) Cabana or other shade/picnic pavilion (at least 200 s.f. in covered area)
- c) Outdoor living area such as a fire pit, fire place or barbeque/cooking area with seating areas.
- d) Sport courts (bocce, pickle ball, tennis, basketball, etc.)
- e) Sport fields (including soccer or baseball fields with an area at least the size of a U8 dimensioned field). Soccer fields will include goals, baseball fields will include a backstop.
- f) Additional pool or spray park
- g) Playground or tot lot with three (3) or more of the following elements (**Refer to Exhibit K: Playgrounds for general examples of appropriate playground elements**)

- | | |
|---|--|
| <ul style="list-style-type: none"> a) Activity Panels <ul style="list-style-type: none"> a. Word and image Spinning Blocks b. Alphabet Boards c. Large Mirrors b) Balancing <ul style="list-style-type: none"> a. Balance beams b. Stepping stones c. Log rolls c) Climbing <ul style="list-style-type: none"> a. Nets b. Domes c. Shaped structures (animals, vehicles, geometric.....) d. Crawl Tubes d) Fitness e) Sand and Water f) Slides | <ul style="list-style-type: none"> g) Motion and Spinning <ul style="list-style-type: none"> a. Merry Go Round or whirls b. Roundabouts h) Overhead <ul style="list-style-type: none"> a. Rolling Bars b. Monkey Bars c. Overhead ladders d. Swinging Bars e. Rings i) Sensory <ul style="list-style-type: none"> a. Musical & Noise b. Educational c. Built-in tactile elements d. Fossil Digs j) Swings k) Zip Lines l) Shade Structures m) Trail Head n) Play houses / structures |
|---|--|

Additional Amenity Elements:

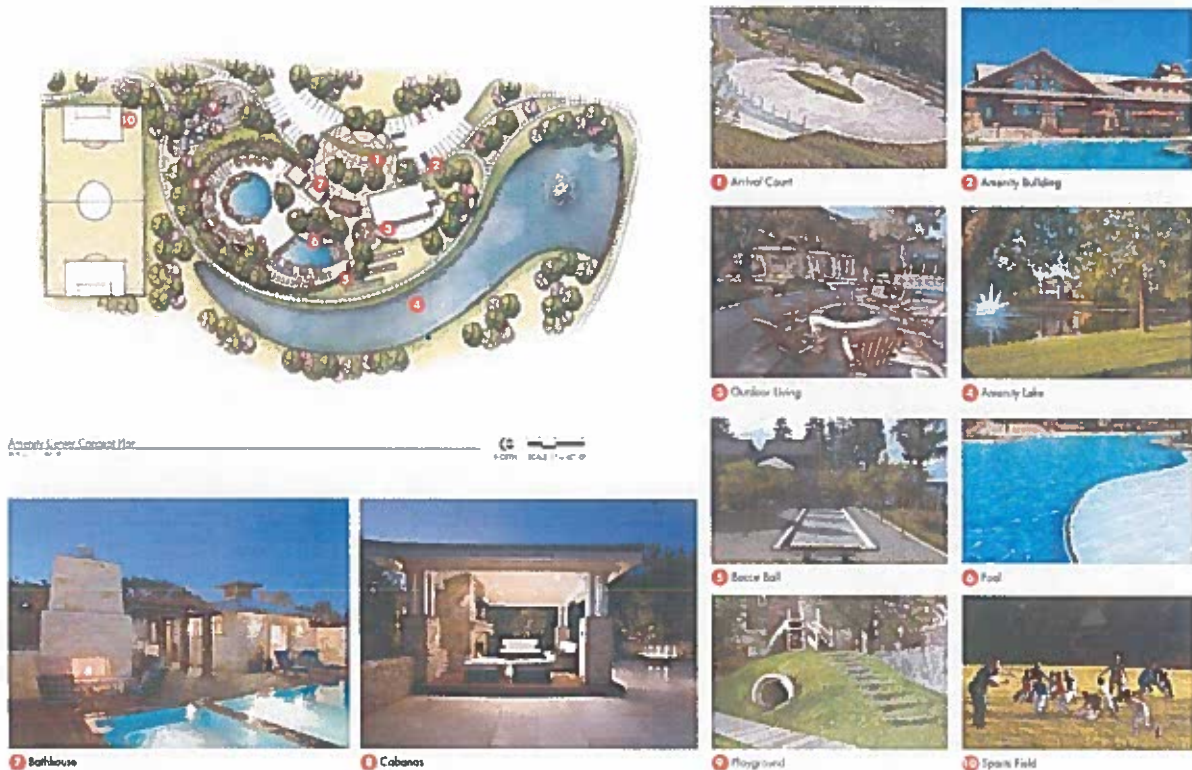
In addition to the Required Elements and Main Amenity Elements above, each amenity center must include four (4) of the following elements:

- a) Additional Required Elements beyond the required amount
- b) Additional Main Amenity Elements beyond the required amount.
- c) Decorative objects such as art work or fountains
- d) Enhanced trail head access or facility (column with signage)
- e) Fitness Station(s)
- f) Picnic Tables
- g) Dog Parks
- h) Educational / Historic Displays
- i) Electricity Charging Station (Solar or electrical))
- j) Other Amenities with City Council approval



- k) Trails (minimum 6' width) (refer to Exhibit D for locations)
- l) Additional Playground/Tot lot elements

The community amenity centers may satisfy the neighborhood park 0.5 mile radius requirement.



Examples of Community Amenity Centers

This graphic is an artist rendering for conceptual purposes to show what the potential amenity center program elements may be. This does not necessarily depict the project as it may finally be developed and is subject to change.

Amenity Center Phasing:

1. One (1) amenity center will be included in the first phase of the development. The amenity center must be completed within 270 days after the 300th residential home permit is issued by the City.
2. A second amenity center must be completed within 270 days after the 2,000th residential home permit is approved by the City.
3. A third amenity center must be completed within 270 days after the 4,000th residential home permit is approved by the City.
4. A fourth amenity center must be completed within 270 days after the 6,000th residential home permit is approved by the City.



C. Multi-family Developments

Each multi-family development must provide a dedicated amenity area for their residents. The amenity area must include at least 1 of the program elements for each 150 units or fraction thereof:

- a) Outdoor living area such as a fire pit, fire place or barbeque/cooking area with seating.
- b) Sport courts (bocce, pickle ball, tennis, basketball, etc.)
- c) Cabana or other shade/picnic pavilion
- d) Community pool or spray park
- e) Play or practice sports fields (If intended for play fields, soccer fields will include goals, baseball fields will include a backstop)
- f) Playground or tot lot with three (3) or more of the following elements
 - a. Activity Panels
 - b. Balancing
 - c. Climbing
 - d. Fitness
 - e. Overhead / Hanging
 - f. Sensory
 - g. Slides
 - h. Swings
 - i. Zip Line

D. Neighborhood Parks (22 acres minimum)

A minimum of 13 neighborhood parks totaling at least 22 acres in size must be provided in Emory Lakes so that each single family residence must be located within a 0.5 miles radius of a neighborhood park. At least 11 of the parks must be at least 1.0 acre in size and at least 2 parks must each be at least 5.0 acres in size. All neighborhood parks must include the following amenities and/or elements:

- a) Landscaping
- b) Sodded grass
- c) Irrigation for all plant material
- d) Walkways
- e) Seating (individual seats, benches and/or gliders)
- f) Bike Racks
- g) Water Fountains for humans and pets
- h) Pet waste station
- i) Trash receptacle(s)
- j) Playground with at least two (2) of the following elements :
 - a. Activity panels
 - b. Balancing
 - c. Climbing
 - d. Fitness
 - e. Overhead/ Hanging
 - f. Sensory
 - g. Slides
 - h. Swings
 - i. Zip line
- k) At least one (1) ADA accessible amenity



In addition to the required elements, each Neighborhood Park shall include at least three (3) of the following amenities:

- a) Natural water feature, lakes, streams, etc.
- b) Decorative objects such as art work or fountains
- c) Club house
- d) Restrooms
- e) Cabana or other shade/picnic pavilion
- f) Community pool or spray park
- g) Sports or multi-purpose fields
- h) Sports courts (bocce, pickle ball, tennis, basketball, etc.)
- i) Outdoor living area such as a fire pit, fire place or barbeque/cooking area with seating
- j) Fitness station(s)
- k) Community garden (vegetable and/or flower) with water
- l) Dog park
- m) Educational/ Historical Display
- n) Other Amenities with City Council approval

Enhanced hardscape areas, such as plazas, in a non-residential development can count as the neighborhood park area if the design is intended as a hardscape plaza or gathering area and the area is at least 1.0 acres in size, excluding any vehicular driving areas, and has some landscaping (trees, planters, etc.).

Neighborhood parks shall be designed as a complementary component of the Emory Lakes amenities program, including consideration of alternative uses, and the use of compatible materials (hardscape, landscape and, if included, lighting). These parks are to be integrated within the open space system as well as the neighborhoods that they serve. Each park should have a variety of amenities and should not be the exact same amenities provided within other neighborhood parks within a 1 mile radius.

All neighborhood parks will be maintained by the HOA.

Neighborhood Park Phasing:

1. At least one (1) neighborhood park will be included in the first phase of the development.
2. A neighborhood park at least 5.0 acres in size must be completed before the 1,000th residential home permit is approved by the City.
3. An additional neighborhood park at least 5.0 acres in size must be completed before the 4,000th residential home permit is approved by the City.



E. Public Park Land Dedication

All development in Emory Lakes must comply with the City of Waxahachie Park Land Dedication and Park development regulations found in Section 4.4 of the Waxahachie Subdivision Ordinance as amended with the following exceptions:

- a. The neighborhood parks and community amenity centers defined above in section 5.2 of the PD counts towards the total park land dedication requirement, regardless if the neighborhood parks are Home Owners Association (HOA) or city owned and maintained.
- b. The project wide Park Land dedication will be tracked and summarized at each Residential Initial Plat and/or detailed site plan submittal. A summary chart of park land requirements for any previous submittals and the park land requirement for the current submittal will be summarized along with any previous or current park land dedications. Any park land dedication area larger than what is required for Residential Initial Plat and/or detailed site plan submittal will be carried over to future detailed site plans.
- c. Public Park Land must be deed restricted as a park facility.
- d. Any area dedicated as Public Park Land must be at least 5 acres in size and developed per the City of Waxahachie design standards.

F. Master Trails & Open Spaces

Refer to **Exhibit D: Master Trails and Open Spaces** for the general locations of neighborhood parks and trail connections. The park locations are flexible so long as each residence follows the distance requirement in section 5 of the PD.

The Trail system will include at least 25 miles of interconnected trails including trails/sidewalks along roads, off-road concrete trails and natural trails. The following minimum trails must be provided through the project:

Roadside & Offroad Trails:

- a. A minimum of 10 miles of sidewalk/trails at least 10 ft. wide and made of concrete.
- b. A minimum of 5 miles of sidewalk/trails at least 8 ft wide and made of concrete
- c. A minimum of 10 miles of sidewalk/trails at least 6 ft. wide and made of concrete
- d. A minimum of 5 miles of sidewalk/trails at least 5 ft wide and made of natural material (mulch, crushed granite, dirt)

Additionally, trailhead locations at key locations such as amenity sites and at schools, to include trail maps, bike racks, and site furnishings (trash, seating) will be provided.

The trails delineated in **Exhibit D: Master Trails and Open Spaces** will be developed when the adjacent land is developed.

Regional Trail connection:

The Emory Lakes trail system will connect to the Waxahachie Regional trail network located at the northeastern property boundary. Emory Lakes will include a public sidewalk easement and build the portion of the regional trail that is on the Emory Lakes Property, as shown on the SRA Midlothian to Waxahachie Regional Trail Plan, dated July 2019.



G. Community Entries

Major points of entry into Emory Lakes (minimum of four locations) will be defined with a combination of monument signage, landscape and lighting to create a sense of arrival commensurate in scale and character with a 2,813 acre master planned community (see Exhibit I: Master Signage Plan)

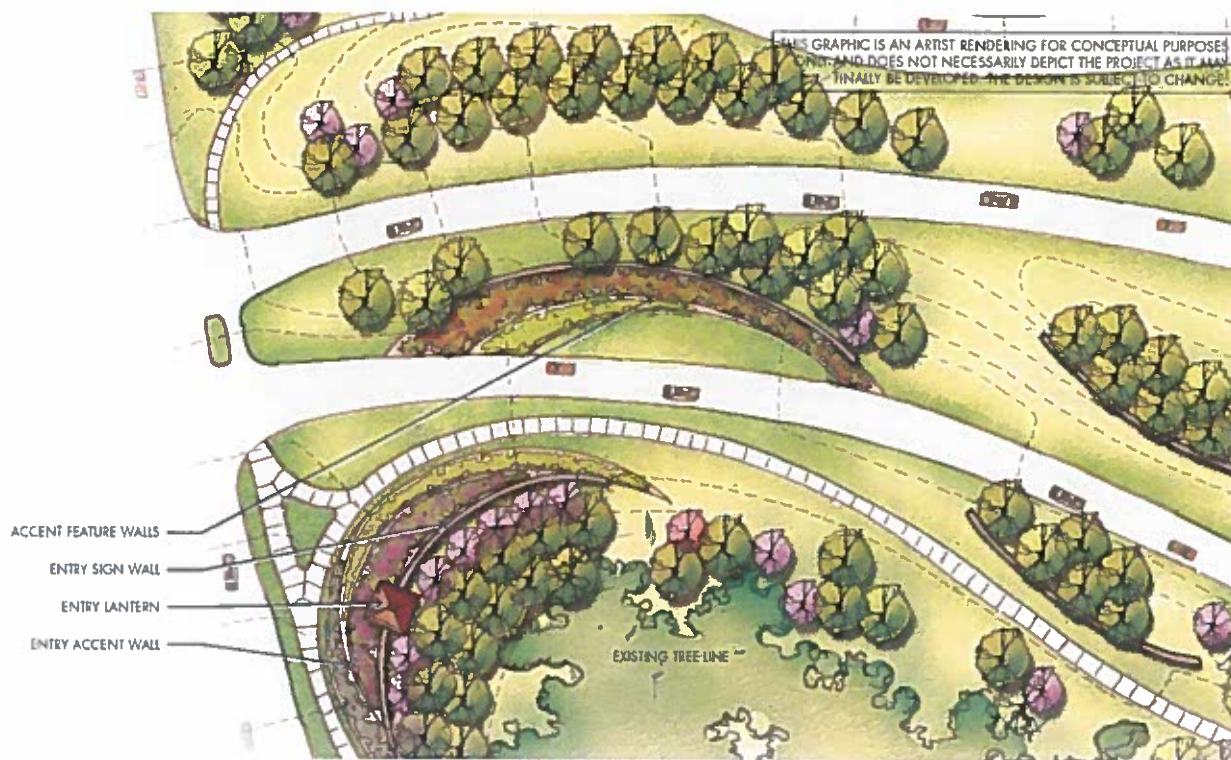
These entries will include:

- Community name / logo incorporated into monument signage element, to be constructed of masonry or similar material;
- Enhanced landscape, including seasonal color, shrubs, groundcover, perennials and unique combinations of both canopy and ornamental trees;
- Enhanced lighting on the monument / signage and the unique aspects of the landscape;

Landscape easements will be provided to ensure adequate space to provide for visibility triangle(s) and adequate development of entry design.

Additional community entries will be similar to the major community entries in their use of compatible building and landscape materials, but will be smaller in scale and land area. They will occur at the outside edges of Emory Lakes, at the entries for either arterials or collectors into the community and will include the same elements as the Primary Entries.

Examples of Community Entries

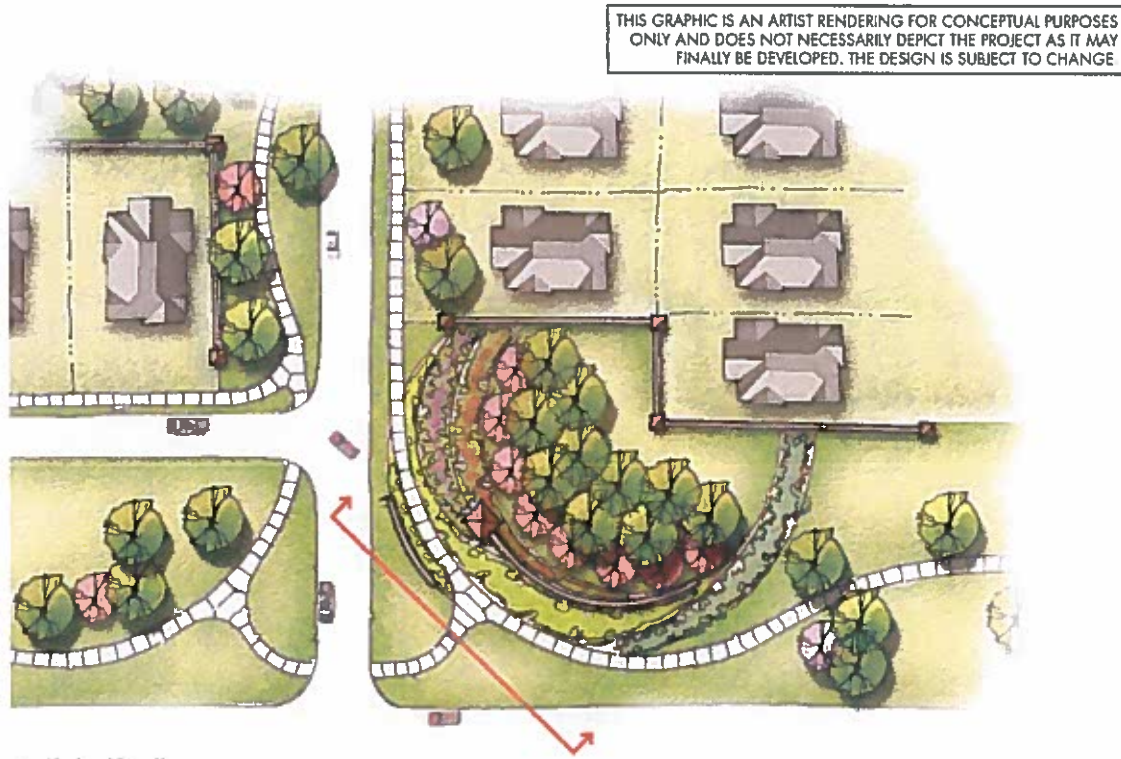




H. Neighborhood Entries

Internal to Emory Lakes and along both arterials and collectors, points of intersection will be enhanced to denote entries into individual 'villages' or neighborhoods. These entries will resemble primary and secondary entries in their use of materials and landscape, but will also incorporate village or neighborhood names and will contribute to a unique, community-wide system of visual way finding.

Examples of Neighborhood Entries

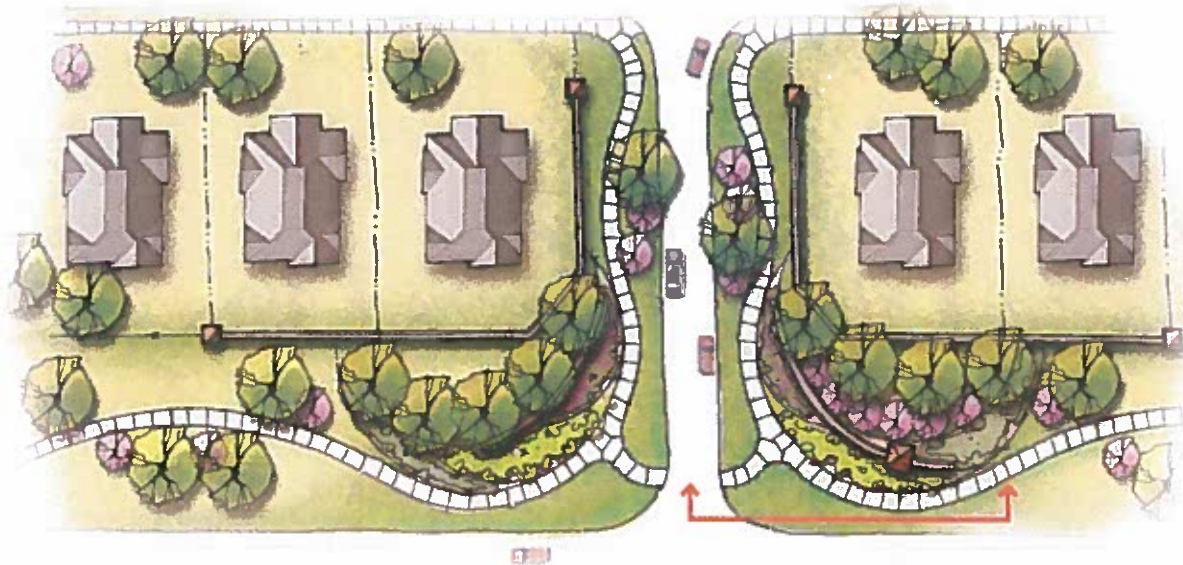




I. Thoroughfare Landscape Buffers

Thoroughfares will provide a continuity of design from primary and secondary points of community entry throughout the entirety of Emory Lakes. These thoroughfares and the adjacent landscape buffers are detailed in Section 6.

Examples of Thoroughfare Landscape Buffers



J. Maintenance

Neighborhood parks and open spaces will be developed at the time the adjacent development occurs. A HOA will be established to maintain all parks and open spaces within Emory Lakes unless otherwise agreed to by the City of Waxahachie. The City of Waxahachie will not accept property dedication of parks that are less than 5 acres in size.



SECTION 6: LANDSCAPING & BUFFERS

The landscaping design within Emory Lakes open spaces and development tracts will follow the City of Waxahachie ordinance Section 5.04 with the following exceptions.

Street Trees

Each single family residential lot, multi-family development or non-residential development must have at least one (1) street tree of a minimum four (4) inch caliper for each thirty (30) linear feet of street frontage or a fraction thereof. The street tree may be located between the building and the ROW (within the building setback) or within the street parkway.

Any existing trees meeting the minimum caliper inch preserved on the lot will count towards this requirement.

Screening/Buffer Yards

The City of Waxahachie Zoning Ordinance Section 5.03(e) and Section 5.04(g), excepting 5.04(g)(iii) and (v), and the City of Waxahachie Subdivision Ordinance Section 5.7(a)(1) is revised to include the following alternatives in lieu of the buffer requirements identified in the City of Waxahachie zoning ordinance. Refer to **Exhibit E: Screening Plan**, the following screening requirements must be met:

For lots along a thoroughfare with ROW Eighty (80) feet in width or larger:

Screening Option 1:	not permitted
Screening Option 2:	not permitted
Screening Option 3:	permitted

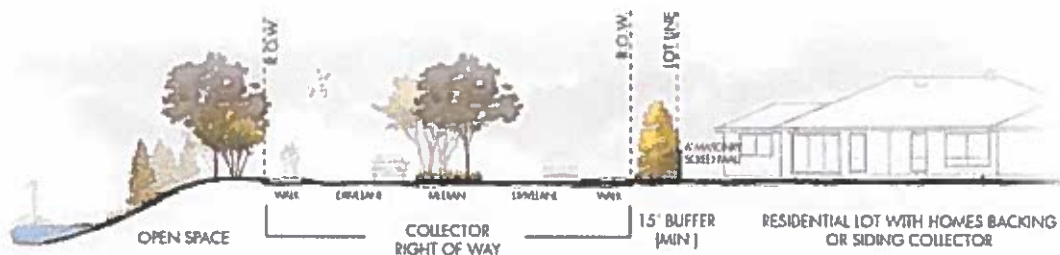
For lots along a thoroughfare with ROW less than Eighty (80) feet in width):

Screening Option 1:	permitted
Screening Option 2:	permitted
Screening Option 3:	permitted

**Primary Screening Option 1**

Must include a minimum fifteen (15) foot landscape buffer with the following:

- a. **Masonry Screenwall:** must be at least six (6) feet in height with an enhanced column at least 24 inches in width and depth and at least six (6) feet in height, constructed of brick and/or stone laid up unit by unit and set in mortar and must be constructed on average of one (1) column for every 50 linear feet of wall length. Stone is an approved material and brick colors must be earth tone colors such as tan, brown, light gray or red. The screening will be maintained by the HOA
- b. **Canopy Trees**
One (1) canopy tree at least three (3) caliper inches, planted for every fifty (50) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.
- c. **Evergreen or Ornamental Trees**
One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty-five (25) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.

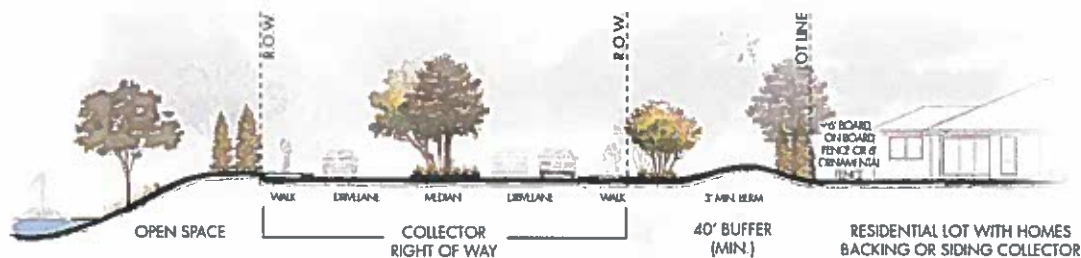
**Example of Primary Screening Option 1**

This graphic is an artist rendering for conceptual purposes to show what the potential amenity center program elements may be. This does not necessarily depict the project as it may finally be developed and is subject to change.

Primary Screening Option 2

Must include a minimum forty (40) foot landscape buffer with the following:

- Landscape berms of at least three (3) feet in height
- Board on board wood fence, at least six (6) feet in height, with metal posts and decorative wood cap or an ornamental metal fence at least 6' high with a solid shrub row of planting within 3' of the fence. An enhanced column at least 24 inches in width and depth and at least six (6) feet in height, constructed of brick and/or stone laid up unit by unit and set in mortar and must be constructed on average of one (1) column for every 100 linear feet of wall length. Metal posts must not be visible from the major street (the street with the widest ROW). The fencing will be maintained by the HOA.
- Canopy Trees
One (1) canopy tree at least three (3) inch caliper inches, planted for every forty (40) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.
- Evergreen or Ornamental Trees
One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every twenty (20) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.



Examples of landscape buffers with landscaping, berms and decorative wood fence setback at least 40 ft. from the roadway.



Examples of decorative wood fences with decorative wood caps and metal posts not visible from the street.

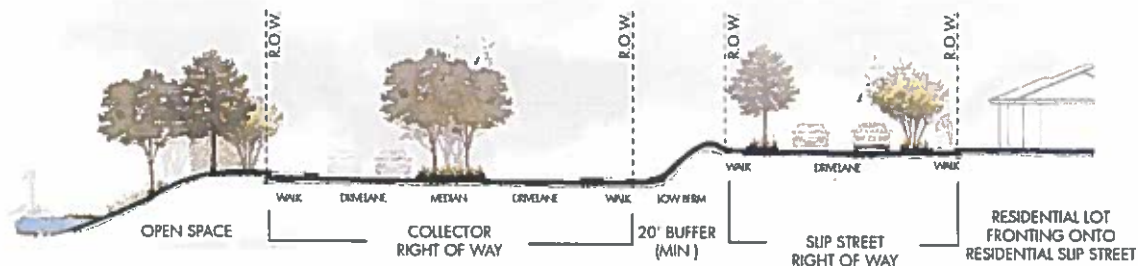
Example of Primary Screening Option 2

This graphic is an artist rendering for conceptual purposes to show what the potential amenity center program elements may be. This does not necessarily depict the project as it may finally be developed and is subject to change.

Primary Screening Option 3

In residential neighborhoods, lots are intended to face onto the main thoroughfare. The residential homes must follow one of the following scenarios:

- i. Front directly onto the thoroughfare
- ii. Front onto a slip street that parallels the thoroughfare
 - a. Typically the slip street is a one way street (final street design to be coordinate with city staff).
- iii. Front onto a single loaded neighborhood street between the residential units and the thoroughfare with at least twenty (20) feet between the residential slip street ROW and the primary screening thoroughfare ROW:
 - a. Landscape berms of any height
 - b. Canopy Trees
One (1) canopy tree at least three (3) inch caliper inches, planted for every fifty (50) linear ft. (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.
 - c. Evergreen or Ornamental Trees
One (1) evergreen or ornamental tree, at least six (6) feet in height, planted for every fifty (50) linear feet (ratio is average and trees can be planted in clusters so long as the ratio is met) of roadway for the landscape buffers.

Example of Primary Screening Option 3

This graphic is an artist rendering for conceptual purposes to show what the potential amenity center program elements may be. This does not necessarily depict the project as it may finally be developed and is subject to change.



Example of a slip street paralleling a thoroughfare



Example of a single loaded neighborhood street paralleling a thoroughfare

No screening is required in the following locations:

1. When the land use is an open space, recreation center/club house, or any other recreational use so long as no dumpsters, outside storage or loading areas are visible from the primary thoroughfare.

Screening of dumpsters, outside storage or loading areas

1. In all Multi-family and Non-Residential Districts, the screening of dumpsters, outside storage areas and loading areas must follow the City of Waxahachie screening and design requirements for dumpsters, outside storage and loading areas.



SECTION 7: PARKING REQUIREMENTS

All off-street parking & loading must comply with the City of Waxahachie Zoning Ordinance, Section 5.02 except the following:

- a. Head –in and parallel parking is allowed in the MFR, MU-R & MU-N districts.
- b. On-street parking can be counted towards the off-street parking requirements for non-residential uses in any of the PD districts. On street parking cannot count for more than 20% of the overall required parking and any on street parking that is credited towards the required parking must be labeled on the Residential Initial Plat and/or Detailed Site Plan. A parking stall may not be used for credit on more than 1 land use.
- c. Single family parking requirements:
 - a. For front garage lots, at least 2 enclosed parking stalls must be located behind the front building line on the same lot as the main structure.
 - b. For alley lots, at least 2 parking stalls must be behind the front building plane and must be enclosed in a garage.
- d. Only in the Town Center Overlay Area, parking lots are allowed to encroach into the landscape buffers or yard setbacks for the side, corner or rear yards but the edge of parking lots must be at least five (5) ft. from the public Right-of-way. Parking lots may not encroach into the front yard setback.
- e. Compact car parking spaces
 - a. Are allowed in the MFR, MU-R & MU-N districts
 - b. A maximum of ten percent of required parking may be designed for compact cars only in the Town Center Overlay Area.
 - c. A compact car space is defined as a minimum of 8'x16' and must be identified by signage
 - d. Must be located along the outer perimeter of the parking lot and the end of the stall must be adjacent to a minimum 1.5 ft. wide landscape area or gravel/clear zone.

SECTION 8: ROADWAY DESIGN

- a. Traffic Circles (Round-a-bouts)
 - a. Traffic circles are allowed with the approval of location and design by the City Engineer
- b. Street widths
 - a. All public streets shall follow the standard street designs identified in, **Exhibit G: Street Sections**
- c. Roadway layout and configurations:
 - a. Refer to **Exhibit F: Thoroughfare Plan** for general types and locations of the various public streets. The locations are general and may revise so long as the overall connection points along the perimeter are followed.
- d. Cul-de-sacs
 - a. Cul-de-sacs shall be no more than 800 ft. long measured along the centerline of the roadway from the center point of the cul-de-sac turn around to the centerline of the intersection street. Any cul-de-sac longer than 600 ft. must be approved by the City of Waxahachie Fire Department. The cul-de-sac right-of-way must be at least 105 ft. in diameter
 - b. Cul-de-sacs are not allowed within the Traditional Neighborhood Design (TND) area without City staff administrative approval.



- c. Cul-de-sacs are discouraged in the SF Districts and should only be used in situations where adjacent floodplain or thoroughfares or areas of severe slopes restrict the layout of the residential neighborhood design.
- e. Sidewalks
 - a. Refer to the street sections for sidewalk sizes and locations.
- f. No street connections are permitted to tie into Brookside Lane.

SECTION 9: ENTRY FEATURES

The project will include various development monument entry signs, neighborhood monument entry signs located at various perimeter entrances and neighborhood entries. All monument entry signs in project will not be restricted on height or size so long as they follow the Waxahachie building code and are outside of any visibility clips located at the intersections (as defined by City of Waxahachie Zoning & Subdivision Ordinances). Monument entry signs may be developed on and off property. Refer to **Exhibit I: Master Signage Plan** for the location and general design of the development entry features.

SECTION 10: ARCHITECTURAL DESIGN

Refer to the Development Agreement for Architectural standards.

Building encroachments into the yard setbacks (all residential and non-residential land uses)

The following building elements are allowed to encroach (horizontally) up to ten percent of the yard setback in all PD districts, so long as at least 8 ft. vertical clearance is provided above any sidewalk or pedestrian area:

- a. Stoops
- b. Building signs
- c. Awnings
- d. Bay windows
- e. Porches (per the porch front yard setback in section 3)
- f. Building lights



Exhibit C: Permitted Land Uses

LEGEND							ZONING DESIGNATIONS						
P - Permitted Use							SF – Single-Family Residential District						
S - Use may be approved via SUP							MF – Multi-Family Residential District						
❑ - Prohibited Use							MU-R – Mixed Use Residential District						
							MU-N – Mixed Use Nonresidential District						
							GR – General Retail District						
							OS – Open Space District						
Residential Type Uses													
Land Use	SF	MF	MU-R	MU-N	GR	OS	Land Use	SF	MF	MU-R	MU-N	GR	OS
Bed and Breakfast Inn	S	S	S	S	S		Multiple-Family Dwelling or Apartment		P	S	S		
Boarding House or Home		P					Single-Family Dwelling, Attached (Townhouse or Townhome)		P	S	S		
Dormitory		P			S		Single-Family Dwelling, Detached	P		P	P		
Fraternity or Sorority House	S	P					Two-Family Dwelling (Duplex)		P				
Home Occupation	P	P	P	P			Accessory Building, MF or Non-Residential		P			S	
Housing for the Elderly/ Senior Apartments		P			S		Accessory Building (Residential), Less than 700 S.F.	P					
HUD Code Manufactured Home							Accessory Building (Residential), Greater than or Equal to 700 S.F.	S					
HUD Code Manufactured Home Park							Accessory Building, Used as a Dwelling Unit	S					
Mobile Home							Garage Accessory Dwelling	S					
Mobile Home Park							Caretaker's or Guard's Residence			S	S		
Modular Prefabricated Structure or Modular Home	P	P					Stables, Private	S					
Educational, Institutional & Special Uses													
Land Use	SF	MF	MU-R	MU-N	GR	OS	Land Use	SF	MF	MU-R	MU-N	GR	OS
Adult Daycare Facility					P		Hospital, Acute Care	S	S			S	
Art Gallery or Museum	S	S	P	P	P		Hospital, Chronic Care		S		S	S	
Cemetery, Animal							Household Care Facility	S	S	S			
Cemetery or Mausoleum	S				S		Institution for Alcoholic, Narcotic, or Psychiatric Patients						
Child Advocacy Center	S	S			P		Institution of Religious or Philanthropic Nature	S	S			P	
Child Daycare Center			P	P	P		Jail or Prison						
Church, Rectory, or Temple	P	P	P	P	P		Juvenile Detention Center					S	
College or University	S	S			P		Kindergarten or Nursery School, Private	S	S			P	



Community Home	P	P			S		Private Recreation Facility	P	P	P	P		
Crematorium					P		Public Community Center	P	P			P	
Day Camp for Children	S	S			P		Rehabilitation Care Facility or Halfway House			S	S	S	
Fairgrounds, Rodeo Grounds or Exhibition Area					S		Residential Home for Adults with Intellectual and Developmental Disabilities		S				
Family Home (Child Care)	S	S					School, Private	S	S			S	
Farm, Ranch, Garden, or Orchard	P	P	P	P	P		School, Public	P	P	P	P	P	
Fraternal Organization	S	S			P		School, Vocational					P	
Home for Aged, Residence (Assisted Living)	S	P			S		Skilled Nursing Facility					S	
Commercial and Retail Type Uses													
Land Use	SF	MF	MU-R	MU-N	GR	OS	Land Use	SF	MF	MU-R	MU-N	GR	OS
Airport	S	S			S		Helistop					S	
Alternative Financial Services							Household Appliance Service or Repair					P	
Ambulance Service							HUD Code Manufactured Home Display or Sales						
Amusement, Indoor			P	P	P		Kiosk			S	S	S	
Amusement, Outdoor					P		Laboratory, Medical or Dental			S	S		
Animal Hospital or Kennel, Indoor Pens					P		Laboratory, Scientific or Research			S	S		
Animal Hospital or Kennel, Outdoor Pens					S		Landscape Sales and Installation					S	
Animal Pound							Laundromat					P	
Antique Shop			P	P	P		Massage Establishment					P	
Appliance Rental, Service or Repair					P		Massage Parlor						
Arcade			P	P	S		Medical Appliance Fitting or Retail Sales					P	
Auto Leasing and Rental					S		Medical Facilities			S	S	S	
Auto Parking Lot, Commercial			S	S	S		Metal Recycling Center					S	
Auto Parking Lot, Trucks and Trailers							Micro-Brewery			S	S	S	
Auto Parts and Accessory Sales				P	S		Mini-Warehouse or Self-Storage Facility					S	
Auto Racing or Go-Cart Track							Motel or Hotel (Less than 75 Rooms)			P	P	P	
Auto Repair, Major							Motel or Hotel (More than 75 Rooms)			P	P	P	
Auto Repair, Minor or Automotive Care Center					S		Office, Professional and Administrative			P	P	P	
Auto Sales, New					P		Outside Display			S	S	S	
Auto Sales, Used					S		Outside Storage			S	S	S	
Auto Storage or Auto Auction							Park or Playground, Private	P	P	P	P	S	P



Auto Wrecking Yard							Pawn Shop						S	
Bail Bond Agency							Pet Shop and Grooming			P	P	P		
Bakery, Commercial							Pharmacy			P	P	P		
Bakery, Retail			P	P	P		Playfield or Stadium, Public	S	S				S	
Bank or Credit Union			P	P	P		Portable Building Sales						S	
Boat Sales							Private Club			S	S	S		
Building Materials and Hardware Sales, Indoor					P		Railroad Freight Depot							
Building Materials and Hardware Sales, Outdoor					S		Restaurant			P	P	P		
Bus Station or Terminal					S		Retail Stores and Shops			P	P	P		
Cabinet or Upholstery Shop							RV Sales							
Car Wash					S		Screen Printing Shop						P	
Clinic, Dental, Medical, or Chiropractic			P	P	P		Sexually Oriented Business							
Convenience Store			S	S	S		Small Engine Repair Shop							
Copy or Print Shop			P	P	P		Specialty Paraphernalia							
Country Club, Private	S	S			P		Stables, Public							
Custom Personal Service Shop			P	P	P		Studio			P	P	P		
Drive-Through Establishment					S		Surgical Outpatient Facility			S	S	S		
Dry Cleaning Establishment, Off-Site			P	P	P		Swimming Pool, Commercial						S	
Dry Cleaning Establishment, On-Site							Tattoo or Body Piercing Shop							
Feed and Grain Store							Tavern			S	S	S		
Flea Market or Farmers Market							Theater, Indoor			P	P	P		
Funeral Home or Mortuary			S	S	P		Tire Installation or Repair			S	P	S		
Furniture Manufacture and Refinishing Shop							Tool and Equipment Rental						P	
Gasoline Sales			S	S	S		Trailer and Heavy Load Vehicle Repair							
Golf Course	S	S			S		Trailer or Truck Sales or Rental							
Greenhouse, Nursery, Florist or Garden Shop			P	P	S		Truck Stop							
Hauling, Storage, or Motor Freight Terminal							Winery			S	S	P		
Heating and Air Conditioning Sales							Zoo, Private							
Heavy Machinery and Equipment, Rental, Sales or Storage							Zoo, Public							

**Industrial & Utility Uses**

Land Use	SF	MF	MU-R	MU-N	GR	OS	Land Use	SF	MF	MU-R	MU-N	GR	OS
Animal Production Facility							Local Utility Lines	P	P	P	P	P	
Antenna, Non-Commercial	P	P	P	P	P		Machine Shop or Welding Shop						
Batch Plant (Permanent Facility)							Medium Manufacturing, Fully Indoor						
Chemical Plant							Medium Manufacturing, Outdoor						
Electrical Generating Plant					S		Municipally-Owned Facilities and Uses	P	P	P	P	P	
Equipment Sales, New or Used							Noxious Uses						
Food Manufacturing or Processing Plant							Portable Storage Structure or Temporary Building	P	P	P	P	P	
Franchised Private Utility (Not Listed)	S	S	S	S	S		Public Building, Shop, or Yard of a Local, State, or Federal Agency					S	
Heavy Manufacturing, Fully Indoor							Public or Private Utility Shop or Storage						
Heavy Manufacturing, Outdoor							Railroad Track						
Landfill							Sand, Gravel, Stone or Petroleum Extraction	P	P	P	P	P	
Light Manufacturing				S			Storage Warehouse						

Accessory, Incidental and Sign Uses

Land Use	SF	MF	MU-R	MU-N	GR	OS	Land Use	SF	MF	MU-R	MU-N	GR	OS
Awning Sign			P	P	P		Pole Sign						
Canopy Sign			P	P	P		Portable Sign		P	P	P	P	
Development Sign	P	P	P	P	P	P	Real Estate Sign	P	P	P	P	P	
Directional Sign (On-Site)		P	P	P	P	P	Searchlights					P	
Electronic Message Sign			S	S	S		Small Wind System	S	S	S	S		
Garage Sale Sign	P	P			P		Solar Panel Farm						
Informational Sign	P	P	P	P	P		Solar Panel System, Large In-Ground						
Institutional Sign	P	P	P	P	P		Solar Panel System, Rooftop	S	S	S	S	S	
Model Home Sign	P	P	P	P			Solar Panel System, Small In-Ground	S	S			S	
Monument Sign		P	P	P	P	P	Unified Lot Sign	S	S	S	S	S	
Name Plate	P	P	P	P	P		Wall Sign			P	P	P	
Off-Street Parking Incidental to Main Use	P	P	P	P	P		Window Sign			P	P	P	



Exhibit D: Master Trails & Open Space

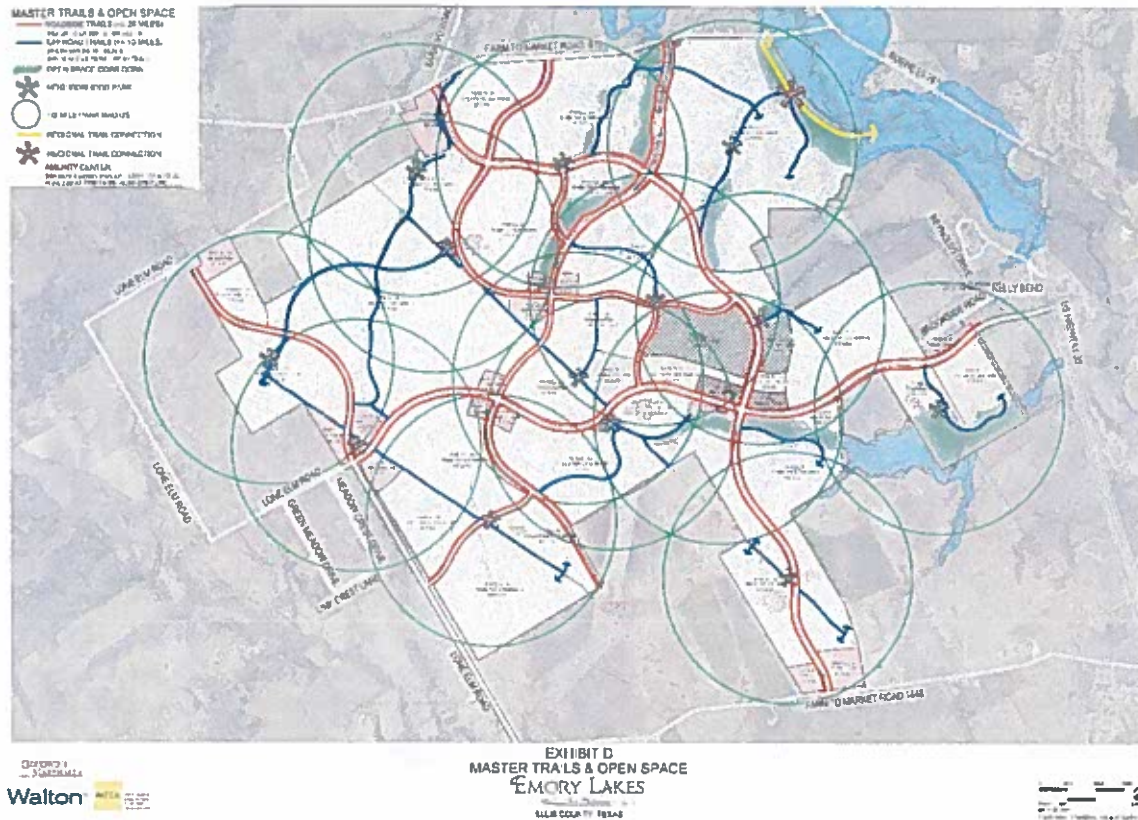




Exhibit E: Screening Plan

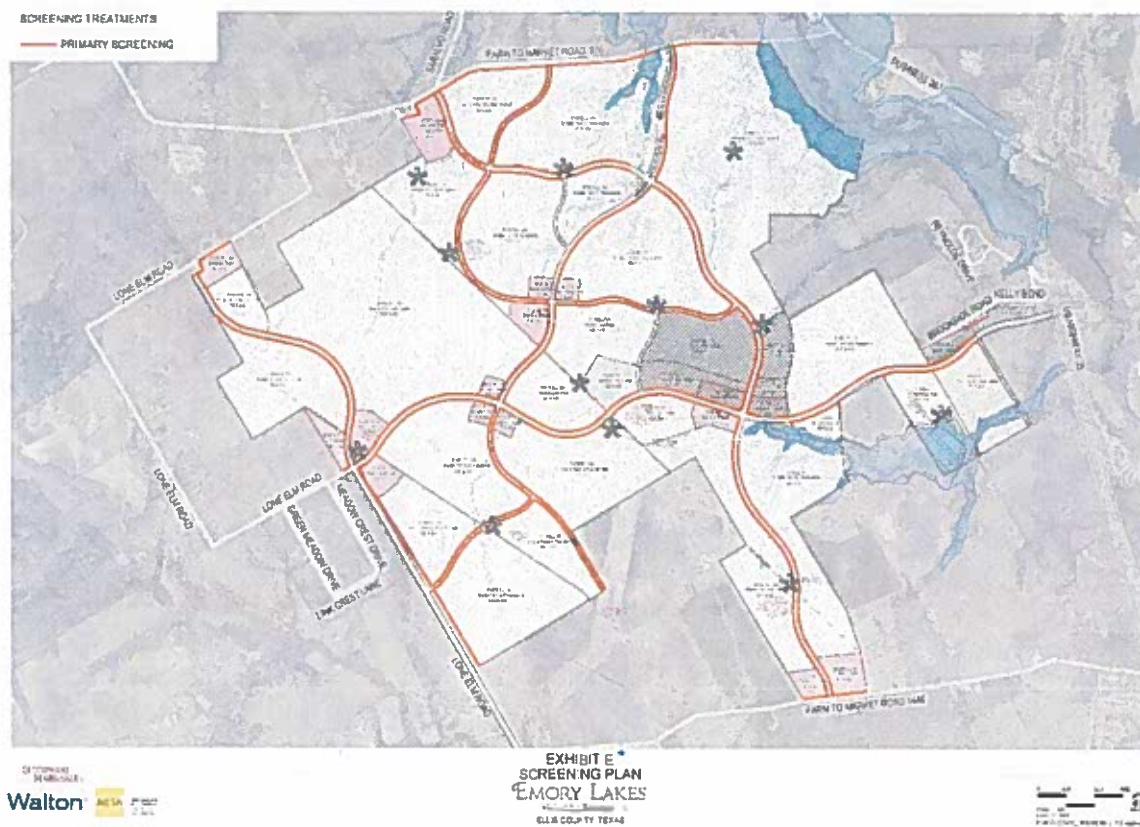




Exhibit G: Street Sections

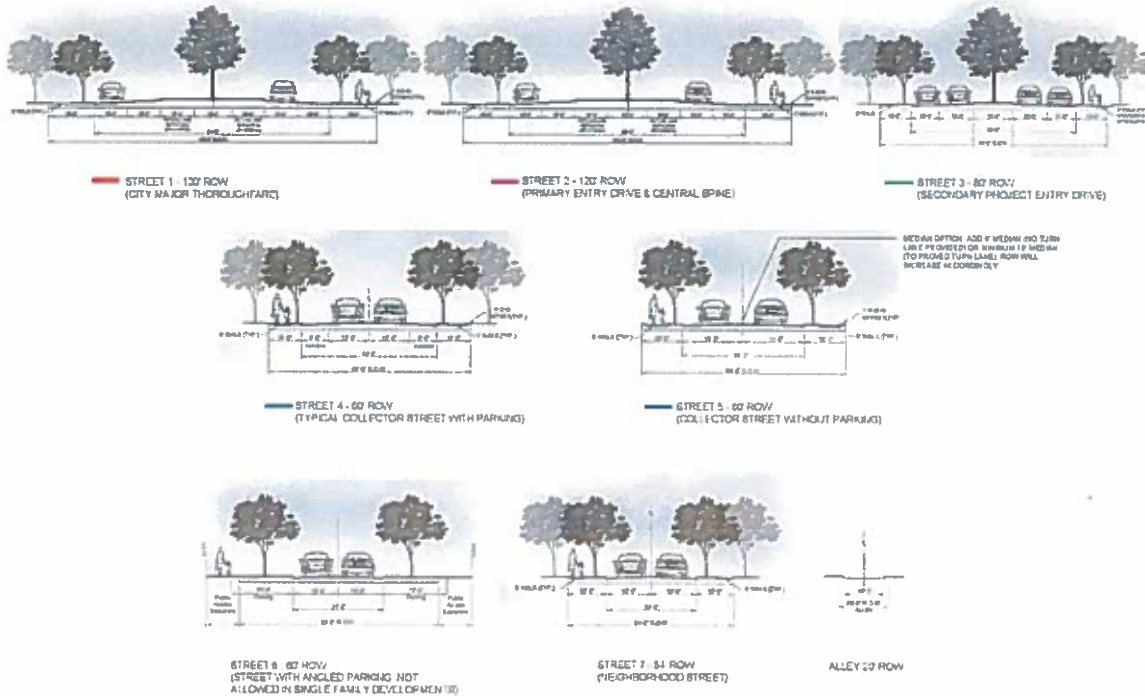




Exhibit H: Phasing

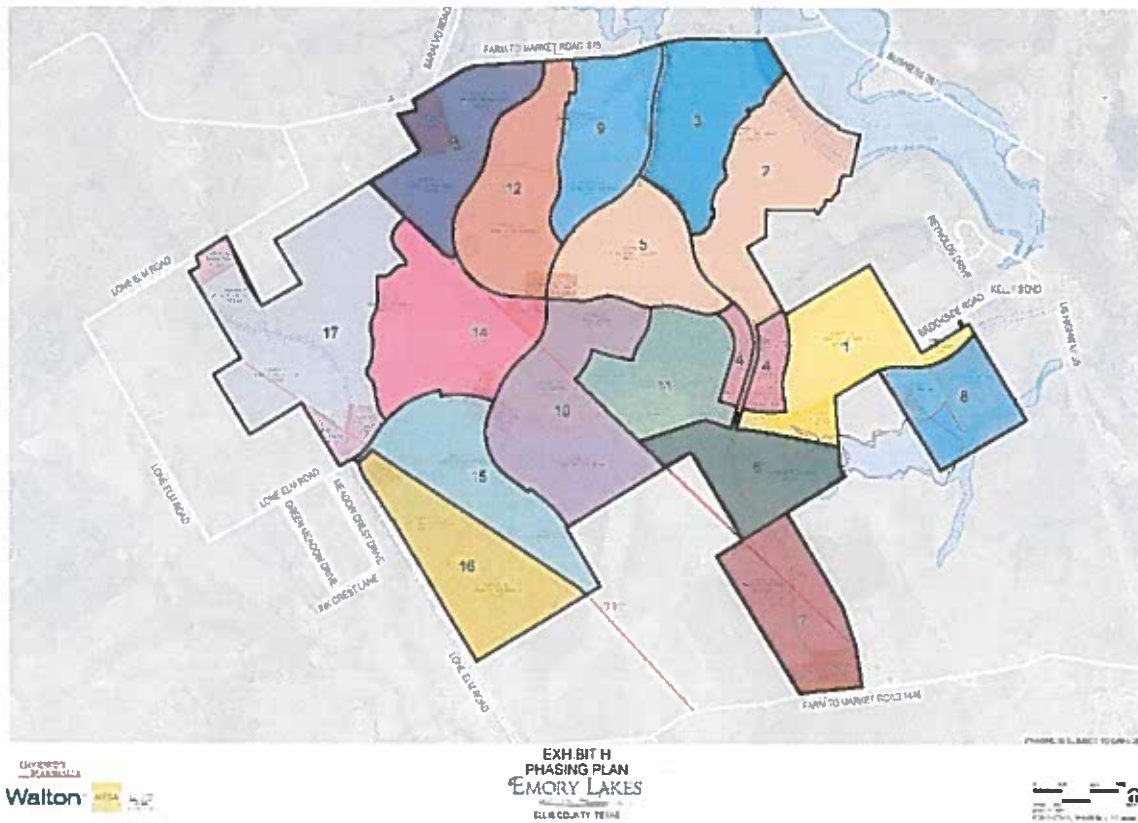
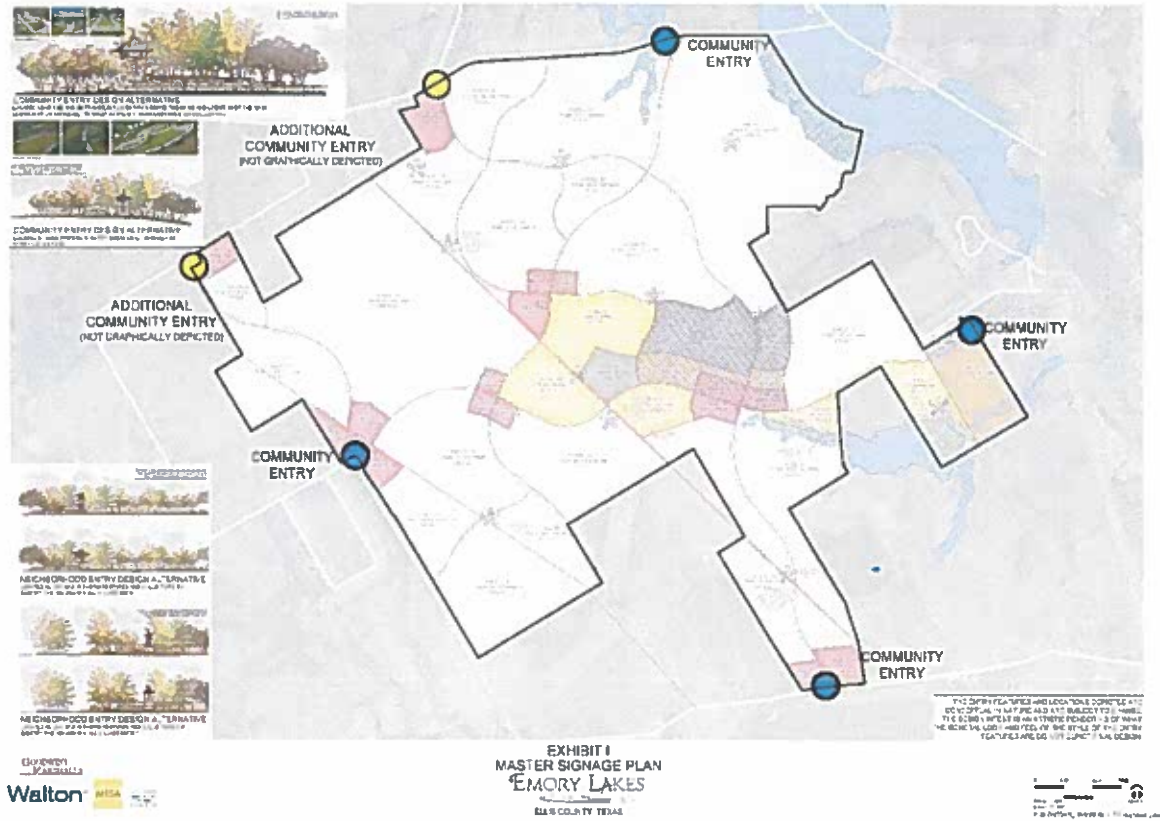




Exhibit I: Master Signage Plan



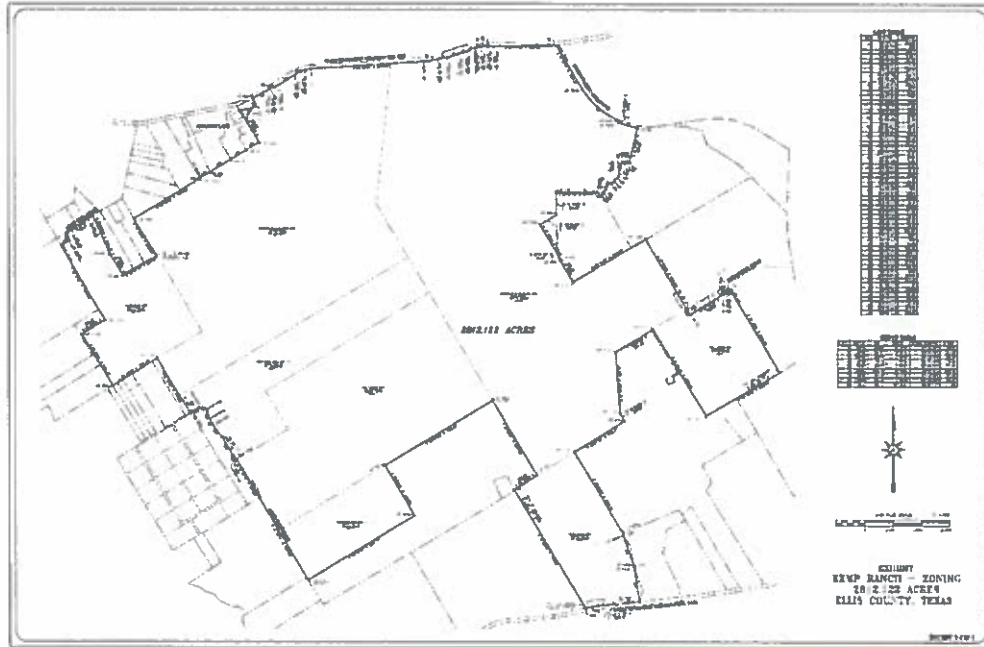


Emory Lakes

Walton™ MESA

April 2021

Exhibit J: Legal Description



Walton™ MESA

EXHIBIT J
LEGAL DESCRIPTION
EMORY LAKES
ELLIS COUNTY, TEXAS

EMORY LAKES
10/1/2021



EXHIBIT J
EMORY LAKES – ZONING OF 2812.122 ACRES
 LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the J. Barker Survey, Abstract No. 40, the E. Bellow Survey, Abstract No. 101, the E. H. Belcher Survey, Abstract No. 143, the J. Drinkard Survey, Abstract No. 273, the J. J. Davidson Survey, Abstract No. 302, the J. Fifer Survey, Abstract No. 351, the M. Myers Survey, Abstract No. 714, the J. E. Prince Survey, Abstract No. 845, the J. C. Reed Survey, Abstract No. 904, and the B. Wiltshire Survey, Abstract No. 1132, Ellis County, Texas, being a part of that certain called 681.000 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1526274 of the Deed Records of Ellis County, Texas (DIRECT), a part of that certain called 1040.641 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1532148 (DIRECT), all of that certain called 117.601 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1532149 (DIRECT), all of that certain called 141.524 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1532150 (DIRECT), all of that certain called 182.727 acre tract and 99.991 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1515578 (DIRECT), all of that certain called 398.282 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1515579 (DIRECT), all of that certain called 151.499 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1616460 (DIRECT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod found for a Northwest corner of said 681.000 acre tract, the Northeast corner of a called 1.725 acre tract described in a deed to Patricia L. Knight recorded in Volume 2273, Page 384 (DIRECT), and being in the South right-of-way line of Farm to Market Highway No. 875 (80' right-of-way width at this point);

THENCE North 59 deg. 54 min. 04 sec. East along the North line of said 681.000 acre tract and said South right-of-way line, a distance of 465.52 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 59 deg. 02 min. 19 sec. East along said North line and South right-of-way line, a distance of 3.64 feet to a 5/8" capped iron rod found stamped "TXDOT ROW" for the most westerly corner of a called 0.5506 acre tract described in a deed to the State of Texas recorded in Instrument No. 1610102 (DIRECT);

THENCE North 73 deg. 03 min. 09 sec. East departing said North line and continue along the South line of said 0.5506 acre tract, a distance of 136.77 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 58 deg. 55 min. 02 sec. East along said South line, a distance of 616.61 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 49 deg. 56 min. 16 sec. East along said South line, a distance of 111.25 feet to a 5/8" capped iron rod found stamped "TXDOT ROW" for the most easterly corner of said 0.5506 acre tract and being in the North line of said 681.000 acre tract, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 920.72 feet, a central angle of 17 deg. 11 min. 19 sec., and being subtended by a chord which bears North 77 deg. 42 min. 54 sec. East - 275.18 feet;

THENCE in an easterly direction along said curve to the right, the North line of said 681.000 acre tract, and the South right-of-way line of said Farm to Market Highway No. 875, a distance of 276.22 feet to a



1/2" capped iron rod set stamped "GOODWIN & MARSHALL" hereafter referred to as 1/2" capped iron rod set;

THENCE North 86 deg. 18 min. 34 sec. East tangent to said curve and continue along the North line of said 681.000 acre tract, the North line of said 1040.641 acre tract, and said South right-of-way line, a distance of 2836.54 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 1504.82 feet, a central angle of 13 deg. 38 min. 10 sec., and being subtended by a chord which bears North 79 deg. 29 min. 29 sec. East - 357.29 feet;

THENCE in an easterly direction along said curve to the left, the North line of said 1040.641 acre tract, and said South right-of-way line, a distance of 358.14 feet to a 5/8" capped iron rod found stamped "TXDOT ROW" for the most westerly corner of a called 0.5877 acre tract described in a deed to the State of Texas recorded in Instrument No. 1610103 (DIRECT);

THENCE North 82 deg. 03 min. 21 sec. East departing said North line and continue along the South line of said 0.5877 acre tract, a distance of 204.72 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 72 deg. 11 min. 49 sec. East along said South line, a distance of 286.37 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 72 deg. 42 min. 49 sec. East along said South line, a distance of 212.71 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 67 deg. 28 min. 44 sec. East along said South line, a distance of 236.30 feet to a P.K. nail with washer stamped "PROPOSED ROW" for the most easterly corner of said 0.5877 acre tract and being in the North line of said 1040.641 acre tract, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2251.83 feet, a central angle of 2 deg. 53 min. 58 sec., and being subtended by a chord which bears North 80 deg. 25 min. 36 sec. East - 113.94 feet;

THENCE in an easterly direction along said curve to the right, the North line of said 1040.641 acre tract, and the South right-of-way line of said Farm to Market Highway No. 875, a distance of 113.95 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 81 deg. 52 min. 35 sec. East tangent to said curve and continue along said North line and South right-of-way line, a distance of 122.75 feet to a 5/8" capped iron rod found stamped "TXDOT ROW", said point being a Point of Curvature of a circular curve to the right, having a radius of 587.69 feet, a central angle of 7 deg. 44 min. 56 sec., and being subtended by a chord which bears North 85 deg. 45 min. 03 sec. East - 79.42 feet;

THENCE in an easterly direction along said curve to the right, continue along said North line and South right-of-way line, a distance of 79.48 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 89 deg. 37 min. 34 sec. East along said North line and South right-of-way line, a distance of 1554.63 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 1931.89 feet, a central angle of 3 deg. 33 min. 59 sec., and being subtended by a chord which bears North 87 deg. 50 min. 35 sec. East - 120.23 feet;



THENCE in an easterly direction along said curve to the left, continue along said North line and South right-of-way line, a distance of 120.25 feet to a 1/2" capped iron rod set for the Northeast corner of said 1040.641 acre tract and being in the West right-of-way line of Union Pacific Railroad;

THENCE South 31 deg. 23 min. 33 sec. East departing said South right-of-way line and continue along the East line of said 1040.641 acre tract and the West right-of-way line of said railroad, being 50 feet west of and parallel to the centerline of said railroad, a distance of 1239.17 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a circular curve to the left, having a radius of 1959.88 feet, a central angle of 35 deg. 04 min. 26 sec., and being subtended by a chord which bears South 48 deg. 55 min. 46 sec. East - 1181.10 feet;

THENCE in a southeasterly direction along said curve to the left, the East line of said 1040.641 acre tract, and the West right-of-way line of said railroad, a distance of 1199.75 feet to a 1/2" capped iron rod set;

THENCE South 06 deg. 40 min. 05 sec. West non-tangent to said curve, and continue along said East line and West right-of-way line, a distance of 41.76 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1999.88 feet, a central angle of 13 deg. 47 min. 52 sec., and being subtended by a chord which bears South 73 deg. 42 min. 44 sec. East - 480.44 feet;

THENCE in a southeasterly direction along said curve to the left, the East line of said 1040.641 acre tract and said West right-of-way line, being 90 feet South of and parallel to the centerline of said railroad, a distance of 481.60 feet to a 1/2" iron rod found for an easterly Northeast corner of said 1040.641 acre tract and in the Northwest line of a called 130 acre tract described in a mechanic's lien to Unity Presbyterian Homes recorded in Volume 912, Page 780 (DIRECT);

THENCE South 12 deg. 25 min. 26 sec. West non-tangent to said curve departing said West right-of-way line, and continue along the East line of said 1010.641 acre tract and the Northwest line of said 130 acre tract, at 852.61 feet pass a 1/2" iron rod found for reference and continue a total distance of 866.18 feet to a point in the center of a creek;

THENCE in a southerly direction along the East line of said 1040.641 acre tract and the centerline of a creek the following twenty-one (21) courses;

South 55 deg. 57 min. 46 sec. West, a distance of 17.23 feet;

South 86 deg. 18 min. 25 sec. West, a distance of 58.99 feet;

North 73 deg. 07 min. 35 sec. West, a distance of 17.27 feet;

South 76 deg. 03 min. 54 sec. West, a distance of 43.90 feet;

North 41 deg. 30 min. 44 sec. West, a distance of 25.95 feet;

South 55 deg. 27 min. 48 sec. West, a distance of 44.04 feet;

South 27 deg. 26 min. 13 sec. West, a distance of 90.38 feet;

South 01 deg. 57 min. 39 sec. West, a distance of 24.29 feet;



South 50 deg. 57 min. 27 sec. West, a distance of 18.98 feet;
South 01 deg. 04 min. 18 sec. West, a distance of 39.19 feet;
South 12 deg. 28 min. 08 sec. West, a distance of 44.61 feet;
South 05 deg. 47 min. 07 sec. West, a distance of 127.56 feet;
South 49 deg. 21 min. 10 sec. West, a distance of 117.39 feet;
South 35 deg. 47 min. 44 sec. West, a distance of 116.39 feet;
South 89 deg. 39 min. 37 sec. West, a distance of 77.26 feet;
South 68 deg. 20 min. 54 sec. West, a distance of 53.67 feet;
South 02 deg. 00 min. 42 sec. East, a distance of 50.83 feet;
South 28 deg. 22 min. 23 sec. West, a distance of 81.53 feet;
South 43 deg. 48 min. 28 sec. West, a distance of 90.13 feet;
South 30 deg. 56 min. 12 sec. West, a distance of 58.06 feet;
South 42 deg. 04 min. 17 sec. West, a distance of 51.16 feet to a point for corner for the Northwest corner of said 130 acre tract and being in the Northeast line of a called 60 acre tract described in a deed to T. L. Allen recorded in Volume 227, Page 326 (DIRECT);

THENCE North 38 deg. 44 min. 01 sec. West departing said centerline and continue along the East line of said 1040.641 acre tract and the Northeast line of said 60 acre tract, a distance of 107.40 feet to a 1/2" iron rod found for the Northeast corner of said 60 acre tract;

THENCE South 89 deg. 22 min. 18 sec. West along the East line of said 1040.641 acre tract and the North line of said 60 acre tract, a distance of 1029.07 feet to a 1/2" iron rod found for an ell corner of said 1040.641 acre tract and the Northwest corner of said 60 acre tract, being in the recognized East line of the J. Barker Survey and the recognized West line of the E. Bellow Survey;

THENCE South 01 deg. 10 min. 55 sec. East along the East line of said 1040.641 acre tract and the West line of said 60 acre tract, the recognized East line of the J. Barker Survey, and the recognized West line of the E. Bellow Survey, a distance of 541.96 feet to a 1/2" iron rod found for an ell corner of said 1040.641 acre tract;

THENCE South 58 deg. 40 min. 27 sec. West departing said survey lines and continue along the East line of said 1040.641 acre tract, a distance of 477.57 feet to a 1/2" capped iron rod set;

THENCE South 30 deg. 46 min. 56 sec. East along said East line, a distance of 982.20 feet to a 1/2" iron rod found for an ell corner of same, being in the recognized easterly North line of the J. Barker Survey, and the recognized South line of the E. Bellow Survey;



THENCE South 56 deg. 32 min. 49 sec. West departing said survey lines and continue along the East line of said 1040.641 acre tract, a distance of 16.30 feet to a 1/2" iron rod found for an ell corner of same;

THENCE South 30 deg. 19 min. 20 sec. East along said East line, a distance of 638.29 feet to a 1/2" capped iron rod set for an ell corner of same;

THENCE North 59 deg. 30 min. 57 sec. East along said East line, a distance of 2071.60 feet to a 1/2" capped iron rod set for an ell corner of same, being in the West line of a called 202.85 acre tract described in a mechanic's lien recorded in Volume 912, Page 780 (DIRECT), being the recognized Northwest corner of the J. E. Prince Survey, and a recognized ell corner of the E. Bellow Survey;

THENCE South 30 deg. 39 min. 05 sec. East along the East line of said 1040.641 acre tract, the West line of said 202.85 acre tract, the recognized West line of the J. E. Prince Survey, the recognized South line of the E. Bellow Survey, and the recognized East line of the J. Barker Survey, at 1932.08 feet pass a 1" iron pipe found for reference and continue a total distance of 1963.03 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL", hereafter referred to as P.K. nail set, for the Southeast corner of said 1040.641 acre tract and being in the North line of a 25 foot right-of-way dedication of Brookside Drive as shown in the final plat of Brookside Addition recorded in Cabinet B, Page 329 of the Plat Records of Ellis County, Texas (PRECT), also being the original North line of a called 120.88 acre tract described in a deed to Robert L. Beer recorded in Volume 351, Page 107 (DIRECT);

THENCE South 58 deg. 06 min. 39 sec. West along the South line of said 1040.641 acre tract, a distance of 4.14 feet to a P.K. nail set for the Northwest corner of said Brookside Addition and being a North corner of said 117.601 acre tract;

THENCE South 31 deg. 25 min. 31 sec. East along the North line of said 117.601 acre tract and the West line of said Brookside Addition, at 25.00 feet pass a 3/8" iron rod found for the Northwest corner of Lot 1 of said Brookside Addition, and continue a total distance of 175.01 feet to a 3/8" iron rod found for the Southwest corner of said Lot 1 and being an ell corner of said 117.601 acre tract;

THENCE North 58 deg. 34 min. 29 sec. East along the North line of said 117.601 acre tract, the South line of said Brookside Addition, the South line of a called 0.43 acre tract described in a deed to Monica Davis recorded in Volume 2589, Page 1329 (DIRECT), the South line of a called 0.5152 acre tract described in a deed to Shirley Allred recorded in Volume 1550, Page 826 (DIRECT), and the South line of a called 0.4309 acre tract described in a deed to Katy R. Ryan and Booby Hopgood recorded in Volume 2512, Page 1420 (DIRECT), a distance of 998.69 feet to a 1/2" capped iron rod set for an ell corner of said 117.601 acre tract and the Southeast corner of said 0.4309 acre tract;

THENCE North 31 deg. 25 min. 31 sec. West along a North line of said 117.601 acre tract and the East line of said 0.4309 acre tract, a distance of 150.04 feet to a 1/2" iron pipe found for a North corner of said 117.601 acre tract, the Northeast corner of said 0.4309 acre tract, and being in the South right-of-way line of said Brookside Drive;



THENCE North 58 deg. 34 min. 29 sec. East along the North line of said 117.601 acre tract and said South right-of-way line, a distance of 40.12 feet to a 1/2" capped iron rod set for a North corner of said 117.601 acre tract and the Northwest corner of a called 0.4312 acre tract described in a deed to Barbara Kay Beer Mouser, et vir recorded in Volume 2100, Page 1456 (DIRECT);

THENCE South 31 deg. 25 min. 31 sec. East departing said South right-of-way line and continue along a North line of said 117.601 acre tract and the West line of said 0.4312 acre tract, a distance of 150.04 feet to a 1/2" capped iron rod found stamped "RPLS 4466" for an ell corner of said 117.601 acre tract and the Southwest corner of said 0.4312 acre tract;

THENCE North 58 deg. 34 min. 29 sec. East along the North line of said 117.601 acre tract and the South line of said 0.4312 acre tract, a distance of 125.26 feet to a 1/2" iron pipe found for the Northeast corner of said 117.601 acre tract, the Southeast corner of said 0.4312 acre tract, the Southwest corner of a called 0.503 acre tract described in a deed to Robert P. Kelley, et ux recorded in Volume 567, Page 555 (DIRECT), and being in the West line of the remainder of a called 125 acre tract described in a deed to Jack Kelley recorded in Volume 404, Page 324 (DIRECT);

THENCE South 31 deg. 13 min. 11 sec. East along the East line of said 117.601 acre tract and the West line of said 125 acre tract, a distance of 2358.70 feet to a 1/2" capped iron rod set for the Southeast corner of said 117.601 acre tract, the Southwest corner of said 125 acre tract, and being in the North line of a called 140 acre tract described in a deed to Clint Allen Riddle and Curtis Ray Riddle recorded in Volume 2675, Page 812 (DIRECT), from which a 1/2" iron rod found bears South 15 deg. 39 min. 16 sec. West – 2.77 feet and a 1/2" iron pipe found for the Northeast corner of said 140 acre tract bears North 59 deg. 45 min. 11 sec. East – 952.87 feet;

THENCE South 59 deg. 45 min. 11 sec. West along the South line of said 117.601 acre tract and the North line of said 140 acre tract, at 1243.66 feet pass a 1/2" iron rod found for the Northwest corner of said 140 acre tract and the Northeast corner of a called 10.00 acre tract described in a deed to Melissa Mims recorded in Volume 2139, Page 2147 (DIRECT) and continue a total distance of 2108.66 feet to a 1/2" capped iron rod set for the Southwest corner of said 117.601 acre tract and being an ell corner of a called 265.36 acre tract described in a deed to Nay Trust B recorded in Volume 2739, Page 149 (DIRECT);

THENCE North 31 deg. 44 min. 11 sec. West along the West line of said 117.601 acre tract, the East line of said 265.36 acre tract, and the East line of a called 2.113 acre tract described in a deed to Terry L. Nay, et ux recorded in Volume 1621, Page 662 (DIRECT) at 2466.20 feet pass a 1/2" iron rod found 75.00 feet West of and perpendicular to said line for a corner in the West line of said 2.113 acre tract and continue a total distance of 2482.55 feet to a 1/2" capped iron rod set for the Northwest corner of said 117.601 acre tract and being in the South line of said 1040.641 acre tract;

THENCE South 58 deg. 06 min. 39 sec. West along the South line of said 1040.641 acre tract, a distance of 1071.46 feet to a 1/2" capped iron rod set for an ell corner of same and being the most northerly Northwest corner of said 265.36 acre tract;

THENCE South 04 deg. 10 min. 42 sec. East along the South line of said 1040.641 acre tract and the North line of said 265.36 acre tract, a distance of 1491.41 feet to a 1/2" capped iron rod set for an ell corner of same;

THENCE South 31 deg. 26 min. 53 sec. East along the South line of said 1040.641 acre tract and the North line of said 265.36 acre tract, a distance of 214.05 feet to a 1/2" iron rod found in the recognized



South line of J. Barker Survey, recognized Northeast corner of the M. Myers Survey, and the recognized Northwest corner of the J. Fifer Survey;

THENCE South 58 deg. 27 min. 04 sec. West along the South line of said 1040.641 acre tract, the North line of said 265.36 acre tract, the recognized South line of the J. Barker Survey, and the recognized North line of the M. Myers Survey, a distance of 1456.37 feet to a 1/2" capped iron rod set for the Northeast corner of said 141.524 acre tract and the Northwest corner of said 265.36 acre tract;

THENCE South 30 deg. 59 min. 02 sec. East departing the South line of said 1040.641 acre tract and said survey lines, continue along the East line of said 141.524 acre tract and the West line of said 265.36 acre tract, a distance of 2323.39 feet to a 1/2" capped iron rod set for the most westerly Southwest corner of said 265.36 acre tract and the Northwest corner of a called 40.889 acre tract described as Tract 1 in a deed to Hiram Clay Schoolfield recorded in Volume 2424, Page 1248 (DIRECT);

THENCE South 02 deg. 15 min. 28 sec. East along the East line of said 141.524 acre tract and the West line of said 40.889 acre tract, a distance of 25.10 feet to a 1/2" capped iron rod set for the northerly corner of a called 0.7798 acre tract described as Tract 3 in said Volume 2424, Page 1248 (DIRECT);

THENCE South 18 deg. 58 min. 50 sec. East along the East line of said 141.524 acre tract and the West line of said 0.7798 acre tract, a distance of 816.36 feet to a 1/2" capped iron rod set for the southerly corner of said 0.7798 acre tract and being in the West line of said 40.889 acre tract;

THENCE South 12 deg. 44 min. 40 sec. East along the East line of said 141.524 acre tract and the West line of said 40.889 acre tract, a distance of 19.10 feet to a 1/2" capped iron rod set for the northerly corner of a called 0.2831 acre tract described as Tract 2 in said Volume 2424, Page 1248 (DIRECT);

THENCE South 08 deg. 46 min. 58 sec. East along the East line of said 141.524 acre tract, the West line of said 0.2831 acre tract, and the West line of a called 0.7778 acre tract described in a deed to Hiram Clay Schoolfield, et ux recorded in Volume 2105, Page 1459 (DIRECT), a distance of 855.83 feet to a 1/2" capped iron rod found stamped "RPLS 4466" for the Southeast corner of said 141.524 acre tract, the southerly corner of said 0.7778 acre tract, the Southwest corner of said 40.889 acre tract, and being in the North right-of-way line of Farm to Market Highway No. 1446 (80' right-of-way width), from which a 1/2" iron rod found for a P.I. in said right-of-way bears North 84 deg. 07 min. 41 sec. East - 903.57 feet;

THENCE South 84 deg. 07 min. 41 sec. West along the South line of said 141.524 acre tract and said North right-of-way line, a distance of 1056.15 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1949.86 feet, a central angle of 7 deg. 42 min. 06 sec., and being subtended by a chord which bears South 80 deg. 06 min. 44 sec. West - 261.90 feet;

THENCE in a westerly direction along said curve to the left, the South line of said 141.524 acre tract, and said North right-of-way line, a distance of 262.10 feet to a 1/2" capped iron rod set;



THENCE South 76 deg. 15 min. 41 sec. West tangent to said curve and continue along the South line of said 141.524 acre tract and said North right-of-way line, a distance of 16.06 feet to a 1/2" capped iron rod set for the Southwest corner of said 141.524 acre tract and the Southeast corner of a called 195.17 acre tract described in a deed to ACCRU, Inc. recorded in Volume 1737, Page 2029 (DIRECT), from which a 60D nail found bears South 31 deg. 29 min. 58 sec. East – 0.33 feet;

THENCE North 31 deg. 29 min. 58 sec. West along the West line of said 141.524 acre tract and the East line of said 195.17 acre tract, a distance of 3389.99 feet to a 1/2" capped iron rod set for the Northwest corner of said 141.524 acre tract, a South corner of a called 300.765 acre tract described in a deed to Jeffrey Lane Frazier and Jeanette Marie Frazier recorded in Volume 2048, Page 1588 (DIRECT), being in the recognized South line of the J. Barker Survey and the recognized North line of the M. Myers Survey, from which a 1/2" iron rod found "bent" bears North 31 deg. 29 min. 58 sec. West – 0.71 feet;

THENCE North 58 deg. 27 min. 04 sec. East along the North line of said 141.524 acre tract, the South line of said 300.765 acre tract, the recognized South line of the J. Barker Survey, and the recognized North line of the M. Myers Survey, a distance of 660.45 feet to a 1/2" iron rod found for the Southeast corner of said 300.765 acre tract and the Southwest corner of said 1040.641 acre tract;

THENCE North 30 deg. 52 min. 01 sec. West departing the North line of said 141.524 acre tract and said survey lines and continue along the West line of said 1040.641 acre tract and the East line of said 300.765 acre tract, a distance of 2132.69 feet to a 1/2" capped iron rod found stamped "RPLS 4466" for the Northeast corner of said 300.765 acre tract and being the Southeast corner of said 398.282 acre tract;

THENCE South 59 deg. 04 min. 49 sec. West along the South line of said 398.282 acre tract and the North line of said 300.765 acre tract, a distance of 3095.33 feet to a 1/2" iron rod found for the Northeast corner of said 99.991 acre tract;

THENCE South 30 deg. 52 min. 12 sec. East departing the South line of said 398.282 acre tract and continue along the East line of said 99.991 acre tract, a distance of 1419.80 feet to a 1/2" capped iron rod set for the Southeast corner of same;

THENCE South 59 deg. 04 min. 49 sec. West along the South line of said 99.991 acre tract, a distance of 3067.77 feet to a 1/2" capped iron rod found "illegible" for the Southwest corner of same, being in the recognized West line of the B. Wiltshire Survey and the East line of the J. W. Brock Survey, Abstract No. 129, said point being in the apparent right-of-way of Lone Elm Road;

THENCE North 30 deg. 52 min. 12 sec. West along the West line of said 99.991 acre tract, the West line of said 398.282 acre tract, the East line of a called 132.09 acre tract described in a deed to Richard E. Wood recorded in Volume 630, Page 1040 (DIRECT), the recognized West line of the B. Wiltshire Survey, the recognized East line of the J. W. Brock Survey, and generally along the centerline of Lone Elm Road, a distance of 2347.89 feet to a railroad spike found in said centerline for the Southeast corner of a called 21.607 acre tract described in a deed to Duane Walker and Clinton S. Walker recorded in Volume 2522, Page 1807 (DIRECT), the Northeast corner of said 132.09 acre tract, and being the recognized Northeast corner of the J. W. Brock Survey and the recognized Southeast corner of the E. H. Belcher Survey;



THENCE North 30 deg. 36 min. 54 sec. West along the West line of said 398.282 acre tract, the East line of said 21.607 acre tract, the recognized East line of the E. H. Belcher Survey, the recognized West line of the B. Wiltshire Survey, and generally along the centerline of Lone Elm Road, a distance of 1069.50 feet to a railroad spike found for the most westerly Northwest corner of said 398.282 acre tract, the South line of said 182.727 acre tract, an ell corner of said 21.607 acre tract, the recognized Southwest corner of the J. Barker Survey, the recognized Northwest corner of the B. Wiltshire Survey, and the recognized East line of the E. H. Belcher Survey, and being in the apparent right-of-way line of Lone Elm Road;

THENCE South 59 deg. 14 min. 03 sec. West departing said survey lines and continue along the East line of said 21.607 acre tract and the South line of said 182.727 acre tract, a distance of 9.39 feet to a railroad spike found in the centerline of Lone Elm Road for the Southwest corner of said 182.727 acre tract and an ell corner of said 21.607 acre tract;

THENCE in a northerly direction along the East and North lines of said 21.607 acre tract, the West line of said 182.727 acre tract, and the centerline of Lone Elm Road the following seven (7) courses;

North 36 deg. 38 min. 20 sec. West, a distance of 137.89 feet to a P.K. nail set;

North 31 deg. 46 min. 43 sec. West, a distance of 526.65 feet to a railroad spike found;

North 36 deg. 29 min. 06 sec. West, a distance of 390.51 feet to a railroad spike found;

North 28 deg. 08 min. 21 sec. West, a distance of 116.40 feet to a railroad spike found;

North 20 deg. 06 min. 52 sec. West, a distance of 238.25 feet to a railroad spike found for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 135.00 feet, a central angle of 99 deg. 54 min. 23 sec., and being subtended by a chord which bears North 69 deg. 38 min. 15 sec. West - 206.69 feet;

Continue in a northwesterly direction along said curve to the left, a distance of 235.40 feet to a railroad spike found;

South 60 deg. 25 min. 46 sec. West, a distance of 239.14 feet to a railroad spike found for the Northwest corner of said 21.607 acre tract and being a Southwest corner of said 182.727 acre tract;

THENCE North 38 deg. 11 min. 55 sec. West departing said centerline and continue along the West line of said 182.727 acre tract, at 4.36 feet pass a cotton spindle found for the Southeast corner of a called 5.0854 acre tract described in a deed to Cesar Gabriel Alvarado, et al recorded in Volume 2827, Page 1025 (DRECT) and continue a total distance of 30.42 feet to a 1/2" iron rod found;

THENCE North 31 deg. 37 min. 24 sec. West along the West line of said 182.727 acre tract, the West line of said 681.000 acre tract, and the East line of said 5.0854 acre tract, a distance of 1519.11 feet to a 1/2" iron rod found for an ell corner of said 681.000 acre tract, the Northeast corner of said 5.0854 acre tract, being in the Southeast line of said 151.499 acre tract, and being in the recognized Southeast line of the J. J. Davidson Survey;



THENCE South 58 deg. 49 min. 03 sec. West along the Southeast line of said 151.499 acre tract and the recognized Southeast line of the J. J. Davidson Survey, at 143.23 feet pass 1/2" iron rod found for the Northwest corner of said 5.0854 acre tract, at 424.16 feet pass a 1/2" iron rod found which bears Southeast 0.87 feet, at 712.18 feet pass a 1/2" iron rod found which bears Southeast 1.74 feet, and continue a total distance of 1266.40 feet to a 1.5" iron pipe found for the most southerly corner of said 151.499 acre tract, the most easterly corner of a called 23.699 acre tract described in a deed to the Gary Pohlman and Catherine Pohlman Revocable Living Trust recorded in Volume 2570, Page 766 (DIRECT), said point being in the recognized Southeast line of the J. J. Davidson Survey, and the recognized Northwest line of the E. Ballard Survey;

THENCE North 31 deg. 15 min. 57 sec. West departing said survey lines and continue along the Southwest line of said 151.499 acre tract, the Northeast line of said 23.699 acre tract, the Northeast line of a called 13.193 acre tract described in a deed to Mike Green, et al recorded in Volume 1865, Page 2013 (DIRECT), and a Northeast line of a called 5.48 acre tract described in a deed to Sharon Hobbs recorded in Instrument No. 1521807 (DIRECT), a distance of 1466.49 feet to a 1/2" capped iron rod set for an ell corner of said 151.499 acre tract and an ell corner of said 5.48 acre tract;

THENCE North 58 deg. 19 min. 03 sec. East along a Northwest line of said 151.499 acre tract and a Southeast line of said 5.48 acre tract, a distance of 672.39 feet to a 1/2" capped iron rod set for an ell corner of said 151.499 acre tract and the most easterly corner of said 5.48 acre tract;

THENCE North 31 deg. 00 min. 42 sec. West along the Southwest line of said 151.499 acre tract, the Northeast line of said 5.48 acre tract, and the Northeast line of a called 119.3 acre tract described in a deed to Katherine Ann Pitts recorded in Volume 1133, Page 31 (DIRECT), a distance of 2105.26 feet to a 1/2" capped iron rod set for a Northwest corner of said 151.499 acre tract and being the Southwest corner of a called 1.34 acre tract described in a deed to Robert Armstrong, et al recorded in Volume 1815, Page 1883 (DIRECT);

THENCE North 59 deg. 52 min. 53 sec. East along the Northwest line of said 151.499 acre tract and the South line of said 1.34 acre tract, a distance of 246.50 feet to a 1/2" capped iron rod found stamped "TEXAS SURVEYORS" for an ell corner of said 151.499 acre tract and the Southeast corner of said 1.34 acre tract;

THENCE North 19 deg. 07 min. 42 sec. West along a West line of said 151.499 acre tract and the East line of said 1.34 acre tract, at 216.69 feet pass a 1/2" capped iron rod found stamped "TEXAS SURVEYORS", and continue a total distance of 225.94 feet to a P.K. nail set for the most northerly Northwest corner of said 151.499 acre tract, the Northeast corner of said 1.34 acre tract, said point being in Lone Elm Road;

THENCE North 58 deg. 10 min. 50 sec. East along the Northwest line of said 151.499 acre tract, a distance of 778.04 feet to a P.K. nail set for the most northerly Northeast corner of same, the Northwest corner of a called 10.398 acre tract described in a deed to Jay Lindstrom, et al recorded in Volume 2782, Page 1786 (DIRECT), said point being in Lone Elm Road;

THENCE South 23 deg. 02 min. 22 sec. East along the Northeast line of said 151.499 acre tract and the West line of said 10.398 acre tract, at 30.26 feet pass a 1/2" capped iron rod found stamped "WLSC", and continue a total distance of 1040.17 feet to a 1/2" iron rod found;



THENCE South 32 deg. 49 min. 01 sec. East along the Northeast line of said 151.499 acre tract and the West line of said 10.398 acre tract, a distance of 600.03 feet to a 1/2" iron rod found for an ell corner of said 151.499 acre tract and the Southwest corner of said 10.398 acre tract;

THENCE North 60 deg. 11 min. 33 sec. East along a North line of said 151.499 acre tract and the South line of said 10.398 acre tract, at 299.94 feet pass a 1/2" capped iron rod found stamped "WLSC" for the Southeast corner of said 10.398 acre tract and the Southwest corner of a called 10.339 acre tract described in a deed to Dawn Knox recorded in Volume 2791, Page 1504 (DIRECT), at 606.40 feet pass a 1/2" capped iron rod found stamped "WLSC" for the Southeast corner of said 10.339 acre tract and the Southwest corner of a called 11.168 acre tract described in a deed to David P. Hein, Jr., et al recorded in Volume 2788, Page 2140 (DIRECT), and continue a total distance of 946.14 feet to a 1/2" capped iron rod set for the most easterly Northeast corner of said 151.499 acre tract, the Southeast corner of said 11.168 acre tract, being in the Southwest line of said 681.000 acre tract, and being in the recognized Southwest line of the J. Barker Survey, and the Northeast line of the J. J. Davidson Survey, from which a 1/2" iron rod found bears North 60 deg. 11 min. 33 sec. East – 1.30 feet;

THENCE North 31 deg. 16 min. 02 sec. West along the Southwest line of said 681.000 acre tract, the Northeast line of said 11.168 acre tract, and the recognized Southwest line of the J. Barker Survey and the recognized Northeast line of the J. J. Davidson Survey, a distance of 1060.24 feet to a 1/2" iron rod found for a Northwest corner of said 681.000 acre tract and the Southwest corner of a called 10.059 acre tract described in a deed to Mark Livingston and Monica Louise Livingston recorded in Volume 2559, Page 2132 (DIRECT);

THENCE North 58 deg. 36 min. 52 sec. East departing the Northeast line of said 11.168 acre tract and said survey lines and continue along the Northwest line of said 681.000 acre tract, the South line of said 10.059 acre tract, the South line of a called 10.059 acre tract described in a deed to Joe Bourland and Barbara Bourland recorded in Volume 2559, Page 2122 (DIRECT), and the South line of a remainder of called 58.092 acre tract described in a deed to Armstrong 98, LLC recorded in Volume 2431, Page 1623 (DIRECT), a distance of 1893.09 feet to a 1/2" capped iron rod found for the Southeast corner of said 58.092 acre tract;

THENCE North 31 deg. 34 min. 40 sec. West along the Northwest line of said 681.000 acre tract and the East line of said 58.092 acre tract, a distance of 11.05 feet to a 1/2" capped iron rod set for the Southwest corner of a called 8.000 acre tract described in a deed to Iglesia Vaquera recorded in Volume 2504, Page 887 (DIRECT);

THENCE North 58 deg. 40 min. 31 sec. East along the Northwest line of said 681.000 acre tract and the South line of said 8.000 acre tract, a distance of 289.78 feet to a 60D nail found for the Southeast corner of said 8.000 acre tract and the Southwest corner of a called 13.885 acre tract described in a deed to Nelson C. Ridgway recorded in Volume 1948, Page 238 (DIRECT);

THENCE North 58 deg. 40 min. 33 sec. East along the Northwest line of said 681.000 acre tract and the South line of said 13.885 acre tract, a distance of 601.09 feet to a 5/8" iron rod found for the Southeast corner of said 13.885 acre tract and the Southwest corner of a called 10.168 acre tract described as Tract 1 in a deed to Rapeapat Unarut recorded in Volume 2517, Page 1087 (DIRECT);



THENCE North 58 deg. 37 min. 40 sec. East along the Northwest line of said 681.000 acre tract and the South line of said 10.168 acre tract, a distance of 439.41 feet to a 1/2" iron rod found for the Southeast corner of said 10.168 acre tract and the Southwest corner of a called 3.0 acre tract described as Tract 2 in said Volume 2517, Page 1087 (DIRECT);

THENCE North 58 deg. 43 min. 52 sec. East along the Northwest line of said 681.000 acre tract and the South line of said 3.0 acre tract, a distance of 372.79 feet to a 1/2" iron rod found for an ell corner of said 681.000 acre tract, the Southeast corner of said 3.0 acre tract, and being in the East line of Memory Lane (12' wide private road);

THENCE North 31 deg. 19 min. 29 sec. West along the Northwest line of said 681.000 acre tract and the East line of said Memory Lane, a distance of 899.22 feet to a 1/2" iron rod found for a Northwest corner of said 681.000 acre tract and the Southwest corner of said 1.725 acre tract;

THENCE North 76 deg. 25 min. 44 sec. East along the North line of said 681.000 acre tract and the South line of said 1.725 acre tract, a distance of 416.30 feet to a 1/2" iron rod found for an ell corner of said 681.000 acre tract and the Southeast corner of said 1.725 acre tract;

THENCE North 22 deg. 02 min. 17 sec. West along the West line of said 681.000 acre tract and the East line of said 1.725 acre tract, a distance of 225.35 feet to the POINT OF BEGINNING, containing 122,496,047 square feet or 2812.122 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.



Emory Lakes

Walton™ MESA

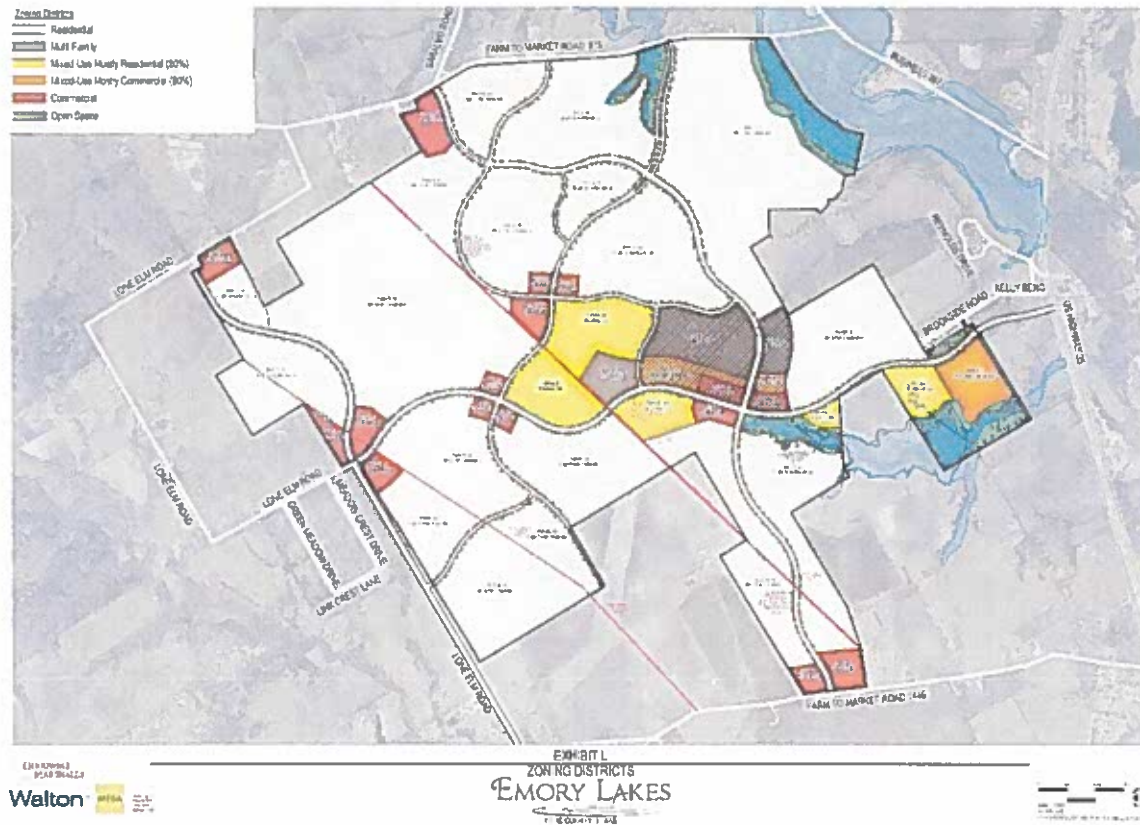
April 2021

Exhibit K: Playgrounds





Exhibit L: Concept Plan



Sec. 5.01 - Exterior Construction Requirements.

(a) *Definitions.* For the purpose of this section, the following definitions shall apply:

(i) *Masonry Construction* - This term means that form of exterior construction materials including brick, stone, granite, marble, decorative concrete block or tile, other similar building units or materials, or a combination of these materials laid up unit by unit and set in mortar, and shall exclude wall area devoted to doors and windows. As applicable to meeting the minimum requirements for the exterior construction of buildings within each zoning district, this term shall include hard-fired brick, kiln-fired clay or slate materials; stone, including naturally-occurring granite, marble, limestone, slate, river rock, or other similar hard and durable all-weather stone; decorative concrete block; concrete pre-cast or tilt-wall panels; glass blocks or tiles; or stucco. See the definition of Masonry construction for further information.

1) Within all Emory Lakes residential districts:

- Synthetic stucco (exterior insulation finishing system - EFIS) is not allowed
- Fiber reinforced plastic is not allowed as an exterior exposed construction material

2) Within the Town Center Overlay area, masonry shall include (in addition to the allowed masonry items above):

- Glazed ceramic and porcelain tile.

3) The following materials are permitted within the Town Center Overlay area;

- Fiber reinforced plastic (with the exception of plastic or vinyl siding) - used for exterior building components, including but not limited to: cornice and entablature elements, decorative columns and pilasters, storefront trim, railings, and balustrades, spandrel panels, and similar elements.
- Painted steel and aluminum, cast iron, bronze, brass, copper (including terne coated)
- Roofing materials (visible from any public right-of-way): copper, factory finished painted metal, slate, synthetic slate, terra cotta, cement tile, glass fiber shingles.
- Materials other than those listed above may be used for architectural trim and accent applications including, but not limited to, cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings

(ii) The following materials shall not qualify nor be defined as Masonry Construction in meeting the minimum requirements for the exterior construction of buildings, unless specifically approved by the City's Building Official for single-family or duplex residential structures, or by the City Council on an approved Concept Plan or Detailed Site Plan for single-family attached, multi-family, or non-residential structures:

- 1) Adobe or mortar wash surface material;
- 2) Exterior insulation and finish system (EIFS), acrylic matrix, synthetic plaster, or other similar synthetic material;
- 3) Cementitious fiberboard siding (such as Hardy® board, etc);
- 4) Aluminum, PVC or other plastic-based siding material;

- 5) Lightweight or featherweight concrete blocks or cinder blocks; or
- 6) Any other cementitious product not listed above.

(iii) *Left Blank Intentionally*

(b) *Minimum masonry exterior construction standards.* The standards and criteria contained within this subsection are deemed to be minimum standards and shall apply to all new building construction occurring within the City or as otherwise required in this Development Agreement for changes of use, expansions of non-conformities, or other applicable building modifications.

(i) *Application Requirements:* Any application for the use of masonry materials that is not otherwise permitted by this Development Agreement shall require the following:

- 1) *Site Plan.* All requests for the use of masonry materials shall be submitted to the City in writing on an application form available in the Building and Community Services Department office, and shall be noted and described on an Administrative Site Plan. See site plan detail requirements in Section 7.01 of the City of Waxahachie Ordinance. A building permit shall be required for any development wherein the use of masonry materials is proposed in accordance with this section of the Development Agreement.
- 2) *Building Façade Plan.* The architectural style and scale of a proposed single-family or two-family dwelling unit shall be submitted in the form of scaled drawings with proposed four façade elevations. This submission shall be submitted with and shall be a component of the Administrative Site Plan or building permit application.
 - a) If the proposed use of masonry materials is for more than one dwelling unit, the applicant shall provide at least six (6) façade drawings that are representative of the overall style and scale of the dwelling units within the development. If the use of masonry materials is approved, these drawings will serve as examples of what the City anticipates for the overall development, and the applicant shall be expected to meet a similar level of quality in the design of single-family homes and/or townhomes that are not individually represented in the examples.
 - b) The Building and Community Services Department may require actual samples of any proposed masonry products and the actual colors to be used. Such samples shall be submitted as part of the Building Façade Plan.
- 3) *Quality Control.* Any question as to whether the durability or installation of the masonry materials is in accordance with this section of the Development Agreement, and/or with the City's Building Code, shall be determined by the City's Building Official. The appropriateness of the application in terms of quality shall be determined as part of Administrative Site Plan or Building Façade Plan approval.
 - a) If the Building Official deems the installation insufficient to meet the City's Building Code or the manufacturer's written specifications and requirements (including spirit and intent) of these regulations, then no Certificate of Occupancy shall be issued unless and until the installation is deemed satisfactory. Any appeal of this decision may be made to the Planning and Zoning Commission. If denied by the Planning and Zoning Commission, may be further appealed to the City Council.
 - b) The method of painting or color application, including the type of paint and materials to be used, must be approved as part of the Administrative Site Plan and related Building Façade Plan.

(ii) Single-Family and Duplex Residential:

1) For all residential land uses (excluding multi-family):

- a. All street facing elevations of the house (front, and street side for corner lots), must be one hundred percent (100%) masonry.
- b. Ninety-five percent (95%) masonry is required to the top of the first floor walls on both sides and the rear elevations.
- c. Eighty five percent (85%) masonry overall for the entire home.
- d. Masonry is defined as stone, brick or stucco. Stucco cannot comprise more than forty percent (40%) of the required masonry percentages. If stone is used on a front elevation, the stone material must wrap at least two (2) feet around the corner onto the side elevation.



Example of stone wrapping corner of home

- e. For the sides of homes that face a street (corner lot), the corner elevation must have the stone wrap around the side of the home until the wood fence starts. The stone must be at least thirty (30") inches in height from the top of the foundation.

Examples of Single-Family Homes meeting the above requirements:





- 2) Concrete, concrete block, or metal exterior construction is not permitted on any single-family or duplex residential structure.
- 3) Refer to Section (c) for non masonry design requirements
- 4) Refer to Section (c) for non masonry design requirements
- 5) Refer to Section (c) for non masonry design requirements
- 6) Refer to Section (c) for non masonry design requirements
- 7) Refer to Section (c) for non masonry design requirements

(iii) Multi-Family and Single-Family Attached Residential:

- 1) All principal buildings and structures constructed for Multi-Family use, shall be constructed in such manner to include Masonry Construction covering at least seventy-five (75) percent of the total exterior walls, excluding doors and windows. All construction shall also be performed in accordance with the City's building code and fire prevention code.
- 2) Concrete, concrete block, or metal exterior construction is not permitted on any multi-family or single-family attached residential structure.
- 3) Refer to Section (e) for non masonry design requirements
- 4) Refer to Section (e) for non masonry design requirements

(iv) Nonresidential and Institutional Buildings:

- 1) All non-residential and institutional buildings in any District shall have a minimum of ninety (90) percent Masonry Construction below the first floor ceiling plate.
 - a) The minimum Masonry Construction required above the first floor ceiling plate is eighty (80) percent.
 - b) The Masonry Construction shall be equally distributed around all sides of the building.
 - c) Any exterior façade of a building that faces, or is visible from, a public street shall meet the same Masonry Construction requirements as the front building plane.
 - d) All other façades that are not facing, or visible from, a right-of-way shall consist of not less than fifty (50) percent Masonry Construction for all stories.
- 2) Left Blank Intentionally
- 3) Areas of a façade that are devoted to windows, doors, covered porches, stoops, breezeways, or courtyards shall not be counted as "wall surface" when calculating the Masonry Construction requirement.
- 4) Metal exterior construction is not allowed on any non-residential or institutional structure located within any Zoning District except the Town Center Overlay Area.
 - a) The building façade containing the metal construction must not face or be visible from an existing or planned public right-of-way, as identified on the City's Thoroughfare Plan or plat records.
 - b) Metal exterior exceptions:
 - i. If the structure is located on a through lot that both fronts and backs onto a right-of-way, and if the structure's rear façade is located more than one thousand (1,000) feet from the right-of-way, then the rear façade can be of metal exterior construction.
 - ii. If the structure is on a corner lot, which fronts and sides onto two rights-of-way, the front and side façades cannot be metal exterior construction unless approved on the site plan.
 - c) The use of any type of metal for exterior building construction, such as profiled panels, deep ribbed panels, concealed fastener system panels, or similar materials, shall be clearly shown on the Administrative Site Plan, and shall only be allowed with site plan approval.
 - i. The exterior finish of metal used in exterior construction shall be of a permanent, maintenance-free nature such as a baked-on finish.
 - ii. The use of corrugated, galvanized, aluminum-coated, zinc-coated, unfinished, or similar metal surfaces shall be prohibited, unless approved on the site plan for a restaurant that uses such materials as part of its "signature design aesthetic," in which case a maximum of ten (10) percent of any wall façade may be devoted to such materials.
- 5) Refer to Section (f) for non masonry design requirements
- 6) Applicable to all non-residential development:

- a) Horizontal Articulation. No building wall shall extend for a distance equal to three (3) times the wall's height without having an off-set equal to twenty-five (25) percent of the wall's height, and that new plane shall extend for a distance equal to at least twenty-five (25) percent of the maximum length of the first plane.
- b) Vertical Articulation. No horizontal wall shall extend for a distance greater than three (3) times the height of the wall without changing height by a minimum of twenty-five (25) percent of the wall's height.

7) Applicable to all commercial and retail settings and uses:

- a) All buildings shall be designed and constructed in tri-partite architecture so that they have a distinct base, middle, and top.
- b) External Façade Materials: In addition to the minimum Masonry Construction requirement, the following specific materials shall be used to construct all exterior walls of buildings and parking structures that are visible from a right-of-way, public walkway, or open space:
 - i. Ground floor: Excluding windows, doors, and other openings, the exterior façade(s) shall be constructed of one hundred (100) percent brick, natural stone, or cast stone.
 - ii. Overall: A minimum of ninety (90) percent of entire exterior façade(s), excluding windows, doors, and other openings, shall be constructed of brick, natural stone, or cast stone. The brick, natural stone, or cast stone shall continue around corners a minimum of eight (8) feet. Portland cement stucco may account for up thirty (30) percent of this requirement.
 - iii. Unpainted metal or metal subject to ordinary rusting, shall not be used as a building material. Factory finished metal elements as well as metals that develop an attractive oxidized finish, such as copper, galvanized metal, stainless steel or weathering steel, may be used as architectural accents by administrative approval.
 - iv. Windows and glazing shall be a minimum of thirty (30) percent and up to a maximum of seventy (70) percent of each building elevation.
 - v. A variation of up to fifteen (15) percent of the standards above, and the material type may be approved administratively via an Administrative Site Plan or building permit, provided that the change will result in an improved architectural design without degrading the quality of public areas or increasing the need for maintenance.

(v) Exemptions: The following structures are exempt from the masonry construction requirements outlined within this subsection b):

- 1) Barns on property of two (2) or more acres, provided that such barns are used solely for agricultural purposes and not used for commercial purposes;
- 2) All single family accessory buildings that do not exceed five hundred (500) square feet of floor area;
- 3) Temporary construction buildings, field offices, sales offices and temporary classroom or storage buildings for a public school only (provided that such facilities are legally permitted by the City for a specific period of time, and provided that they are completely removed from the premises upon expiration of the permit or upon completion of construction, whichever occurs first);

4) Accessory Buildings:

- a) *Intentionally left blank*
 - b) In Residential districts accessory buildings exceeding five hundred (500) square feet of floor area shall conform to the minimum exterior construction standards for the main building on the lot or tract and shall be compatible in exterior finishes and colors as the main building.
 - c) All non-single family accessory buildings of any size shall conform to the minimum exterior construction standards for the main building on the lot or tract and shall be architecturally compatible in design and constructed of the same exterior finishes and colors as the main building.
 - d) Considerations for Approval: In addition to the minimum standards above, consideration for the use of masonry materials shall also be based on the following:
 - i. The architectural design and creativity of the dwelling units proposed;
 - ii. The quality and creativity of the overall development proposed; and
 - iii. Compatibility of the dwelling units proposed with surrounding developed properties and structures.
- 4) Residential homes with exterior designs classified as any of the following styles will have no minimum masonry requirement but they must follow the architectural styles and materials depicted in the examples below (no more than 35% of single family homes may be classified as these styles)
- Mid-Century Modern
 - Modern Farmhouse

a) Mid-Century Modern (maximum of 20% of all single family homes may be classified as this style)

- Roof pitches are allowed to be reduced to a minimum of 5:12.
- Stucco is allowed as a siding material
- Brick or stone may be painted
- Building colors, excluding roof, must be at least 3 different colors or gradients of the same color

Examples of Mid-Century Modern Design



b) Modern Farmhouse (maximum of 20% of all single family homes may be classified as this style)

- Roof pitches are required to be a minimum of 8:12.
- Cementitious fiberboard siding is allowed when vertical or horizontal trim pieces are added (similar to those referenced in the images below) to break up large, solid walls
- Brick or stone may be painted
- Building colors, excluding roof, must be at least 3 different colors or gradients of the same color

Examples of Modern Farmhouse Design



- (vi) Considerations for Approval: In addition to the minimum standards above, consideration for the use of masonry materials shall also be based on the following:
 - 1) The architectural design and creativity of the dwelling units proposed;
 - 2) The quality and creativity of the overall development proposed; and
 - 3) Compatibility of the dwelling units proposed with surrounding developed properties and structures.
- (vii) Approval Process:
 - 1) Building and Community Services Department Action: The City Manager or designated representative shall approve or deny any site plan and related Building Façade Plan submitted that involves the proposed use of non-masonry materials.
 - 2) Planning and Zoning Commission and City Council Appeal: If the site plan is denied by the City Manager or designated representative, the applicant may appeal the decision to the Planning & Zoning Commission and City Council.
- (c) *Minimum non-masonry exterior construction standards for Single-Family Dwellings and Duplexes.*
 - (i) Purpose and Applicability:
 - 1) *Purpose.* Design standards within this section are set forth to allow for the use of non-masonry materials. These standards are intended to incorporate high quality requirements for residential developments using non-masonry materials to ensure that the resulting dwelling unit positively contributes to Waxahachie's community image. These homes may be associated with new development concepts such as New Urbanism and Traditional Neighborhood Development (TND) or historic homes.
 - 2) *Applicability.* Non-masonry materials may be used in accordance with the regulations herein, and upon approval in accordance with the approval process outlined below.
 - (ii) Quality of Installation:
 - 1) *Quality.* Non-masonry materials shall be similar in terms of durability to that of a traditional masonry product such as brick. It shall be the applicant's responsibility to demonstrate that the non-masonry materials that are intended to be used exhibits such durability.
 - 2) *Installation.* Any installation of non-masonry materials shall be installed properly according to the manufacturer's specifications and the City's building code.
 - (iii) Application Requirements: Any application for the use of non-masonry materials that is not otherwise permitted by this Development Agreement shall require the following:
 - 1) *Administrative Site Plan.* All requests for the use of non-masonry materials shall be submitted to the City in writing on an application form available in the Planning Department. The application shall note and describe the request in detail. An Administrative Site Plan shall be required for any development wherein the use of non-masonry materials is proposed and approved in accordance with this section of the Development Agreement.
 - 2) *Building Façade Plan.* The architectural style and scale of the proposed single-family and/or two-family dwelling units shall be submitted in the form of scaled drawings of proposed four façade elevations. This submission shall be submitted with and shall be a component of the site plan.

- a) If the proposed use of non-masonry materials is for more than one dwelling unit, the applicant shall provide at least six (6) different architectural designs including four (4) façade drawings for each design that are representative of the overall style and scale of the dwelling units within the development. If the use of non-masonry materials is approved, these drawings will serve as examples of what the City anticipates for the overall development, and the applicant shall be expected to meet a similar level of quality in the design o
- b) f single-family homes and/or townhomes that are not individually represented in the examples.
- c) The Building and Community Services Department may require actual samples of any proposed non-masonry product to be used (and the actual colors to be used), and such samples shall be submitted as part of the Building Façade Plan.

5) *Quality Control.* Any question as to whether the durability or installation of the non-masonry materials is in accordance with this section of the Development Agreement, and/or with the City's Building Code, shall be determined by the City's Building Official. The appropriateness of the application in terms of quality shall be determined as part of site plan/Building Façade Plan approval.

- a) If the Building Official deems the installation insufficient to meet the manufacturer's written specifications and requirements (including spirit and intent) of these regulations, or with the City's Building Code no Certificate of Occupancy shall be issued unless and until the installation is deemed satisfactory. Any appeal of this decision may be made to the Planning and Zoning Commission. If denied by the Planning and Zoning Commission, may be further appealed to the City Council.
- b) The method of painting and/or color application, including the type of paint and/or materials to be used, must be approved as part of the site plan and related Building Façade Plan.

(iv) Design Standards:

- 1) Required Standards: The use of non-masonry materials shall only be approved in accordance with the integration of the Design Standards listed within this section.
- 2) Front Entry Walkways:
 - a) A hard surface walkway with a minimum improved width of three (3) feet must be constructed from the sidewalk or driveway to the front door of each primary structure.
 - b) Walkways may be surfaced with concrete, pavers, laid bricks, or any other such material and in accordance with City standards.
- 3) Front Covered Porches:
 - a) Front covered porches shall be required for each dwelling unit.
 - b) These covered porches must meet the following minimum criteria:
 - i. A front covered porch that is permanently attached to and is an integral part of the primary structure shall be constructed of like and similar materials to those of the primary structure. Alternative materials, i.e., cedar or other complimentary products, may be approved by the Building and Community Services Department through this Building Façade Plan review process.

- ii. A front porch may be a covered front porch with a seating area or a covered stoop or covered landing area.

Example of a front porch



Example of a covered stoop or landing



4) Garages:

- a) Detached garages shall be constructed of like and similar exterior materials to those used for the primary structure.
- b) Two car garage doors may be comprised of two (2) single doors or one (1) double door.
- c) There is a fifty (50) percent maximum the garage can encompass on all single family residential front facades. This percentage does not apply to lots with alley garage access. Fifty (50) percent of all dwellings shall have garages with at least one of the following designs:
 - i. Rear entry;
 - ii. J-Swing Drives (front entry); or
 - iii. Offset front entry garage greater than or equal to three (3) feet behind the front building façade.

- iv. On front loaded/non-alley lots in the Cottage sub-district, no more than 50% of the lots may have the front entry recessed behind the front garage elevation.
- d) All single-family residential garages shall have wood or wood simulated, carriage style garage doors including wood or wood simulated panels, decorate brackets and may or may not include windows.



Example of carriage style door with windows



Example of carriage style door without windows

For single family lots classified as Mid-Century Modern or Moder Farmhouse, in lieu of the carriage style door, the following enhanced doors (or designs that mimic the style depicted in the image) may be provided where carriage style doors are required:



- 5) Each dwelling unit shall be designed with the following minimum Architectural Requirements:
 - a) Architectural Relief:
 - i. The outside shape of a dwelling unit shall contain a minimum of five (5) outside corners with a minimum wall length of two (2) feet.
 - ii. There shall be no uninterrupted wall length of twelve (12) feet or more on any façade that is visible from a public right-of-way or open space. This standard applies to the front façade on the interior of the lot or the front and side façade facing a street or open space on a corner lot.
 - iii. A minimum of sixty (60) percent of total area on first floor of all two-story homes is required.
 - b) Minimum Number of Elevations:
 - i. No single building elevation shall be duplicated within six (6) lots or tracts on the same blockface.
 - ii. Elevations may not be duplicated on any lot directly across a street or within four (4) lots either direction.

- c) **Minimum Number of Design Elements :** A minimum of six (6) of the elements identified below in must be incorporated into the design of each dwelling unit unless the house has incorporated a porch extending the full width of the front building face or the garage is a J-Swing Drive, side entry or rear entry. If the house design has incorporated a porch extending the full width of the front building face, then four (4) elements are required and if the garage is a J-Swing Drive, side entry or rear entry, then two (2) elements are required.
- i. Multiple pane, divided light, or simulated divided light windows;
 - ii. Decorative columns that are a minimum of six (6) inches in diameter;
 - iii. Gable with window or other decorative feature;
 - iv. Dormer;
 - v. Bay windows with a minimum projection of twenty-four (24) inches;
 - vi. 8:12 roof pitch;
 - vii. Two (2) or more exterior masonry materials with each material covering at least twenty-five (25) percent of the exterior surface;
 - viii. Split garage doors with a separate door for each vehicle bay);
 - ix. Bull nosed gable;
 - x. Permanently affixed awning;
 - xi. Articulated garage doors, e.g., windows, paneling, other high quality detailing;
 - xii. Accentuated brick detailing around garage door with a rowlock or similar detailing;
 - xiii. Transom or arch style windows; or
 - xiv. Elevated hip roof.
- d) The front building face must contain a minimum of thirty (30) percent of the wall area in windows or doors.
- e) *Roof-top Solar Panel Systems (optional and not required):*
- c) Must be installed to leave no greater than six (6) inches between rooftops.
 - d) Must match the roof pitch on a pitched roof.
 - e) Screening is required on flat roofs.
 - f) Panels shall not be installed on elevations facing a right-of-way.
- f) **Roof Design:**
- i. A minimum 7:12 roof pitch is required for each dwelling unit.
 - ii. Each dwelling unit shall be constructed with a roof overhang of not less than twelve (12) inches as measured from the finished exterior building façade to the soffit. Unless the roof pitch is 8:12 or greater.
 - iii. Roof Materials for a single-family or duplex structure shall be comprised of one of the following:

1. Laminated, three-dimensional appearance composition architectural shingle with a thirty (30) year minimum;
 2. Flat pan standing seam metal roofing with only a factory baked-on muted color finish. No bright colors or natural-colored metal roofing is allowed; or
 3. Terra cotta or slate tile in muted colors.
- 6) Examples: [see Article IX] The illustrations of dwelling units shall serve as examples of the type of architectural design that may be acceptable and unacceptable in considering whether to approve or deny requests to use non-masonry materials.
- (v) Considerations for Approval: In addition to the minimum standards above, consideration for the use of non-masonry materials shall also be based on the following:
- 1) The architectural design and creativity of the dwelling units proposed;
 - 2) The quality and creativity of the overall development proposed; and
 - 3) Compatibility of the dwelling units proposed with surrounding developed properties and structures.
- (vi) Approval Process:
- 1) Building and Community Services Department Action: The City Manager or designated representative shall approve or deny any site plan and related Building Façade Plan submitted that involves the proposed use of non-masonry materials.
 - 2) Planning and Zoning Commission and City Council Appeal: If the site plan is denied by the City Manager or designated representative, the applicant may appeal the decision to the Planning & Zoning Commission and City Council.
- (d) *Exceptions to minimum exterior construction standards.*
- (i) All requests for exceptions to any exterior construction requirement as provided herein shall be submitted to the Building and Community Services Department in writing, and shall be clearly noted and described in detail on a full set of to-scale color façade plans (i.e., that shows all building elevations) that is submitted along with the site plan if one is required by the City for the proposed building/development (for multi-family, single-family attached and non-residential structures only, and for the use of non-masonry materials as provided herein). The City may require submission of an actual sample(s) of the proposed exterior finish material(s) along with the façade plan and the site plan. The Building and Community Services Department will review the request for an exception(s), and shall schedule the request for consideration by the Planning and Zoning Commission within thirty (30) days following receipt of the request.
 - (ii) The Planning and Zoning Commission may recommend, and the City Council may approve, a request for an exception(s) to any exterior construction requirement, including the use of an alternative exterior construction material(s) if it is determined to be equivalent or better than the exterior materials otherwise required by this Subsection and by the City's Building Code (this process shall be part of the site plan approval process for multi-family, single-family attached and non-residential structures only — consideration and approval for the use of non-masonry materials shall be as provided herein).
 - (iii) Consideration for exceptions to any exterior construction requirement shall be based only upon the following:
 - 1) Architectural design, creativity and innovation; and

- 2) Compatibility of the dwelling units proposed with surrounding developed properties and structures.
- (iv) EIFS is not permitted for Single-Family, Duplex or Multi-Family construction in any Zoning District.
- *Minimum non-masonry exterior construction standards for Multi-Family and Attached Residential*
 - (i) Roof materials for a multi-family or single-family attached structure shall be comprised of one of the following:
 - 1) Laminated, three-dimensional appearance composition shingle with a 30-year minimum;
 - 2) Flat pan standing seam metal roofing with only a factory baked-on muted color finish. No bright colors or natural-colored metal roofing are allowed.; or
 - 3) Terra cotta or slate tile in muted colors.
 - (ii) Roofing:
 - 1) Minimum roof pitch shall be at least 7:12, unless otherwise stated in the applicable City of Waxahachie zoning district or PD ordinance.
 - 2) Santa Fe style roofs, with a flat roof and highly articulated parapet that conceals the roof and any roof-mounted equipment, may be acceptable.
 - 3) Texas Ranch-House style, with low pitched roofs, large eaves/overhangs, rambling design, or other uniquely styled architecture, may be acceptable.
 - *Minimum non-masonry exterior construction standards for Nonresidential and Institutional Buildings*
 - (i) Roof materials for any non-residential or institutional structures that are visible from a right-of-way shall be comprised of the following:
 - 1) Laminated, three-dimensional architectural composition shingle with a 30-year minimum;
 - 2) Flat pan standing seam metal roofing with only a factory baked-on muted color finish. No bright colors or natural-colored metal roofing is allowed; or
 - 3) Terra cotta or slate tile in muted colors.
 - 4) Minimum roof pitch shall be at least 6:12, unless otherwise stated in the applicable City of Waxahachie zoning district or PD ordinance, and except for flat-roofed structures that shall have a highly articulated parapet that conceals the roof and any roof-mounted equipment.
 - 5) Rooftop solar panel systems
 - i. Must be installed to leave no greater than six (6) inches between rooftops.
 - ii. Must match the roof pitch on a pitched roof.
 - iii. Screening is required on flat roofs.
 - iv. Panels shall not be installed on elevations facing a right-of-way.
 - *Minimum architectural and design standards in the Town Center Area*
 - (i) Within the Town Center Overlay area, masonry shall include:

- i) Synthetic stucco (exterior insulation finishing system - EFIS) is not allowed within 4 feet from the finished floor of the first floor.
- ii) Glazed ceramic and porcelain tile.
- (ii) The following materials are permitted within the Town Center Overlay area;
 - 1) Fiber reinforced plastic (with the exception of plastic or vinyl siding) - used for exterior building components, including but not limited to: cornice and entablature elements, decorative columns and pilasters, storefront trim, railings, and balustrades, spandrel panels, and similar elements
 - a) Painted steel and aluminum, cast iron, bronze, brass, copper (including terne coated).
 - b) Roofing materials (visible from any public right-of-way): copper, factory finished painted metal, slate, synthetic slate, terra cotta, cement tile, glass fiber shingles.
 - 2) Materials other than those listed above may be used for architectural trim and accent applications including, but not limited to, cornices and decorative brackets, frieze panels, decorative lintels, shutters, and porch or balcony railings.
- (iii) Façade Treatments
 - 1) Retail ground floors shall have windows covering a minimum of 40 percent of the major street fronting façade(s). Other ground level uses shall have facade treatments appropriate to such use(s).
 - 2) All sides of a building shall be consistent with respect to style, colors, and details to the extent that they establish continuity with the main street-front façade.
 - 3) On facades fronting on service or parking areas, windows need not be provided at the ground floor level. However, buildings shall avoid long, monotonous, uninterrupted walls. Building wall offsets, including projections, recesses, niches, fenestration, or changes of materials or color shall be used to add architectural variety and interest, and to relieve the visual impact of a blank wall.



Example image showing façade treatments, variation of materials and building articulation for commercial buildings

- 4) Parapet and roof-line offsets between facades may be provided in order to break down the scale of the block and create architectural interest and variety.

- 5) In mixed-use buildings, the difference between ground level commercial uses and entrances for upper level uses should be reflected by differences in façade treatment. Storefronts and other ground floor entrances should be accentuated through cornice lines. Further differentiation could be achieved through distinct but compatible exterior materials, signs, awnings and exterior lighting.



Example of ground articulation between ground floor and upper level mixed use.

- 6) All buildings shall be designed to incorporate no less than five (5) of the following architectural elements. Buildings over fifty thousand (50,000) square feet must include a minimum of seven (7) of the following elements. Buildings over one hundred thousand (100,000) square feet must include a minimum of eight (8) of the following elements.
- a) Canopies, awnings, or porticos;
 - b) Overhangs;
 - c) Recesses or projections of at least three (3) feet;
 - d) Arcades;
 - e) Peaked roof forms;
 - f) Porches;
 - g) Outdoor patios
 - h) Recessed or "popped-out" display windows (must project out at least 12" in the front or rear elevation and at least 6" along any side elevations);
 - i) Visible and noticeable architectural details, such as tile work or moldings, integrated into building façade; or
 - j) Integrated planters or wing walls that incorporate landscape and sitting areas.
- 7) Façades greater than one hundred feet (100') in length shall incorporate wall projections or recesses of ten feet (10') or greater. Projections or recesses shall be at least twenty percent (25%) of the length of the façade (60% for ground floor facades facing Haslet Parkway). No uninterrupted length of facade may exceed one hundred feet (100') in length. Projections and recesses shall not be required on the side of the building containing a loading dock and/or service area, provided that such area is located in the rear of the building and is not readily visible from any street types 2, 3, 4, or 5 (Refer to Exhibit F & Exhibit G in PD Ordinance X-X-XXXX)

(iv) Lighting

- 1) Exterior lighting shall be architecturally integrated with the building's style, material, and color.
- 2) Pedestrian level lighting of building entrance-ways shall be provided.

- 3) Illuminations of portions of buildings, direct or indirect, may be used for safety or aesthetic results.
- 4) Street lights must be an approved spec from the City of Waxahachie staff prior to installation.



Example of lighting to accent building features, entries and architectural styles

- (v) Buildings shall be oriented toward the major street front with the primary entrance located on that street.
 - 1) Entrances shall be easily identifiable as primary points of access to buildings.
 - 2) Building entrances may be defined and articulated by architectural elements such as lintels, pediments, pilasters, columns, porticos, porches, overhangs, railings, balustrades and others as appropriate. All building elements should be compatible with the architectural style, materials, colors, and details of the building as a whole.
 - 3) Site design should provide direct access into the building from the public sidewalk
 - 4) Buildings located on the corners of development adjacent to street types 2, 3 4 or 5 should be architecturally significant structures.



Example of architecturally significantly designed corner building

(vi) Signage

- 1) Signage in the Town Center shall enhance the pedestrian character of the district by providing signs that are pedestrian in scale and located so as to be legible to pedestrians on sidewalks.
- 2) Signs may be attached flush to the building so long as they do not obscure any significant architectural details.
- 3) Signs may be hung from marquees or overhangs, but shall not project lower than 7.5 feet above the sidewalk.
- 4) Businesses are encouraged to create individually styled signage that distinguishes their establishment.
- 5) Signs which are pedestrian oriented may be painted on the storefront glass, but in no case shall it occupy more than 25 percent of the glazed surface area.
- 6) Directory signs may be provided to help direct the public to different businesses and services in the.
- 7) Signs may be lit by external light sources as long as such sources are not visually intrusive.

(vii) Garages: May not face onto a street with a Right-Of-Way greater than sixty (60) feet wide.

(viii) Multi-family development adjacent to Street Types 3, 4 or 5 (**Refer to PD Ordinance Exhibit F & Exhibit G**)

- 1) Is not required to be vertically mixed with non-residential uses on the ground floor
- 2) Shall be located in a manner as to provide privacy for residents by:
 - i. providing a small landscaped front setback, and/or
 - ii. raising or lowering the finished ground floor level relative to the sidewalk level
- 1) Encroachments by stoops, stairs, eaves, overhangs, porches, bay windows and balconies within the area between the property line and the building line is encouraged and shall be permitted
- 2) Shall have relatively flat fronts and simple roofs with most building wing articulations set at the rear of the structure. Window projections, stoops, porches, balconies, and similar extensions are exempt from this standard
- 3) Gable roofs, if provided, shall have a minimum pitch of 9/12. When hipped roofs are used, the minimum pitch shall be 6/12. Other roof types shall be appropriate to the architectural style of the building
- 4) Architectural embellishments that add visual interest to the roofs, such as dormers and masonry chimneys are encouraged and may be provided.

(h) *Traditional Neighborhood Development (TND) Standards*

- (i) All residential buildings, except accessory structures, shall have their main entrance opening onto a street, square, courtyard, or park.



Example of residential entry facing onto street

- (ii) The primary building entrances for business and office establishments shall generally open to the front sidewalk.
- (iii) Stoops, open colonnades, and open porches may encroach into front setbacks as indicated in Section 3.2 (Single-Family Residential Lot Development Standards)
- (iv) Porches are encouraged for residential uses and may be built within the setback line or required front area. Where porches are not built, a "picket" fence or garden wall a minimum of two (2) feet in height is required



Example of front porches facing a street

- (v) Civic buildings shall be located adjacent to greens, parks, or squares.
- (vi) Multi-family complexes shall not be greater than 120 units.
- (vii) Three (3) or four (4) bedroom apartment units are not permitted.
- (viii) All multi-family in commercial, retail, neighborhood centers or Town Overlay will be mixed-use.
- (ix) Architectural design shall be compatible with the character and scale of buildings in the neighborhood and the overall development through the use of appropriate building materials, screening, breaks in roof and wall lines and other architectural techniques. Variation in detail, form and siting shall be used to provide visual interest and avoid monotony. Proposed buildings shall relate harmoniously to each other with adequate light, air circulation, and separation between buildings where appropriate.
- (x) Parking lots shall generally be located at the rear of, or at the side of buildings and shall be no closer than 6 feet from a building. No more than 25% of the required parking should be within the front yard setback.

- (xi) When two adjacent lots contain parking areas it is encouraged to develop them as one parking area.
- (xii) Parking lot layout shall take into consideration pedestrian circulation - pedestrian crosswalks shall be provided, where necessary and appropriate, and shall be distinguished by textured paving, and integrated into the wider network of pedestrian walkways.
- (xiii) The average perimeter of all blocks within the TND should generally not exceed 1600 feet. No block side should have more than 500 feet of street frontage without a dedicated street alley or pedestrian pathway providing access through it. *(The philosophy of short block lengths in TND communities is intended to reduce travel speeds, increase access to property, and improve circulation for all users.)*



Example of pedestrian corridor which breaks up longer street blocks and providing additional pedestrian access

- (xiv) TND communities will not normally require mid-block crossings, due to the use of shorter block size. When mid-block crossings are necessary, the use of curb extensions or bulbouts should be considered to reduce the crossing distance for pedestrians.
- (xv) Street layouts forming blocks shall be connected in a grid fashion and generally rectilinear with "deformations" as may be physically proper to adapt streets to topographic or other natural conditions, including the preservation of large trees, and waterbodies.
- (xvi) On-street parking shall be provided in nonresidential areas.

MASTER TRAILS & OPEN SPACE

- ROADSIDE TRAILS (+/- 25 MILES)
REFER TO EXHIBIT G FOR WIDTHS
- OFFROAD TRAILS (+/- 10 MILES)
(WIDTH VARIES, MINIMUM 6")
(MAXIMUM 5 MILES WILL BE 10' TRAIL)
- OPEN SPACE CORRIDORS
- NEIGHBORHOOD PARK
- 1/2 MILE PARK RADIUS
- REGIONAL TRAIL CONNECTION
- REGIONAL TRAIL CONNECTION
- AMENITY CENTER
(MINIMUM 4 WITHIN PROJECT LOCATIONS TO BE
FINALIZED AT TIME OF DETAILED SITE PLANS)

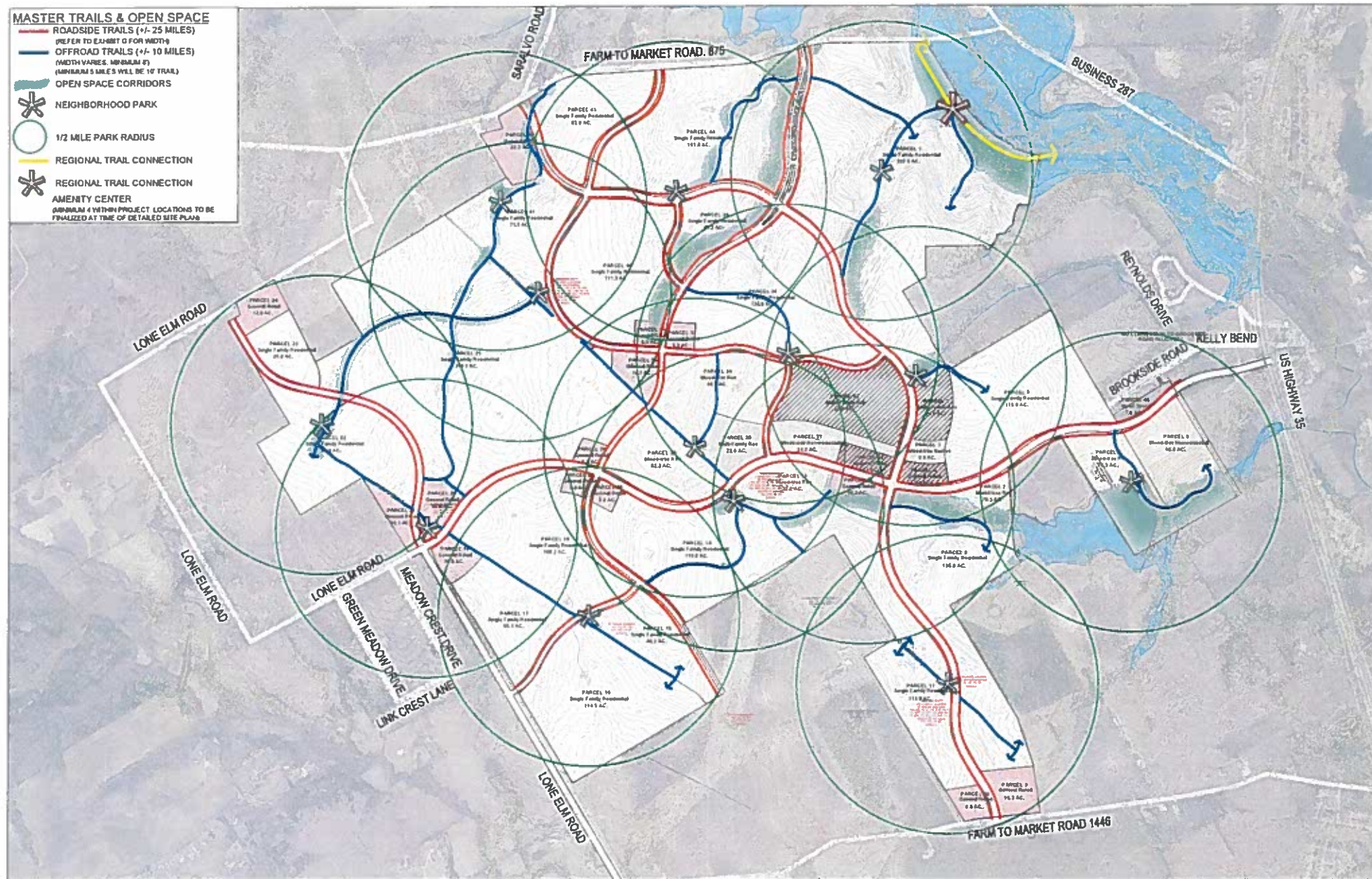


EXHIBIT D MASTER TRAILS & OPEN SPACE EMORY LAKES

ELLIS COUNTY, TEXAS

GOODWIN
MARSHALL

Walton

MESA

DATE: 11/11/2021
BY: J. MESA
APP: J. MESA

0 500 1,000 1,500
Scale: 1"=500'
March 28, 2021
Project: Emory Lakes, Texas
North

SCREENING TREATMENTS

PRIMARY SCREENING

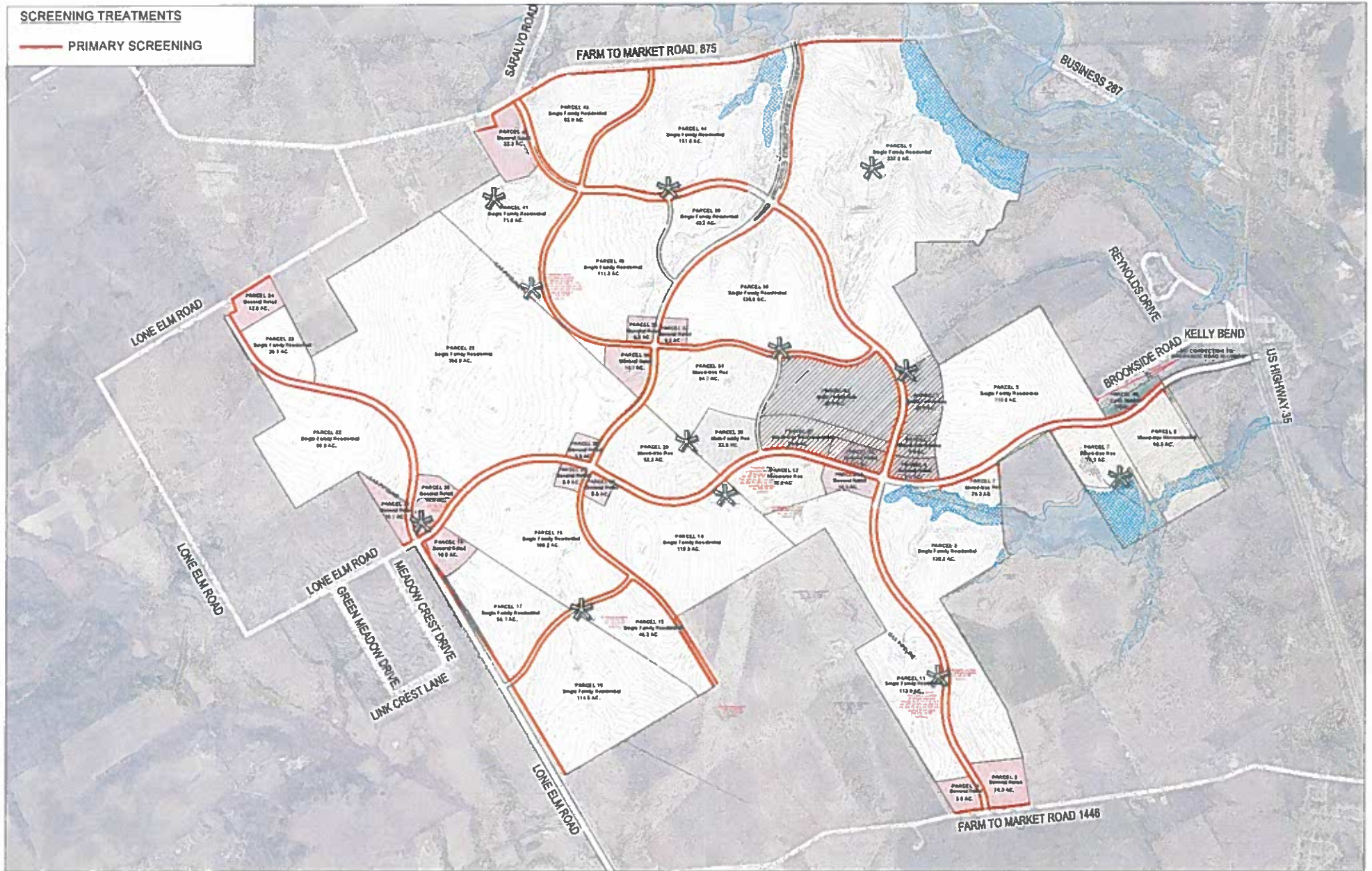


EXHIBIT E SCREENING PLAN EMORY LAKES

ELLIS COUNTY, TEXAS

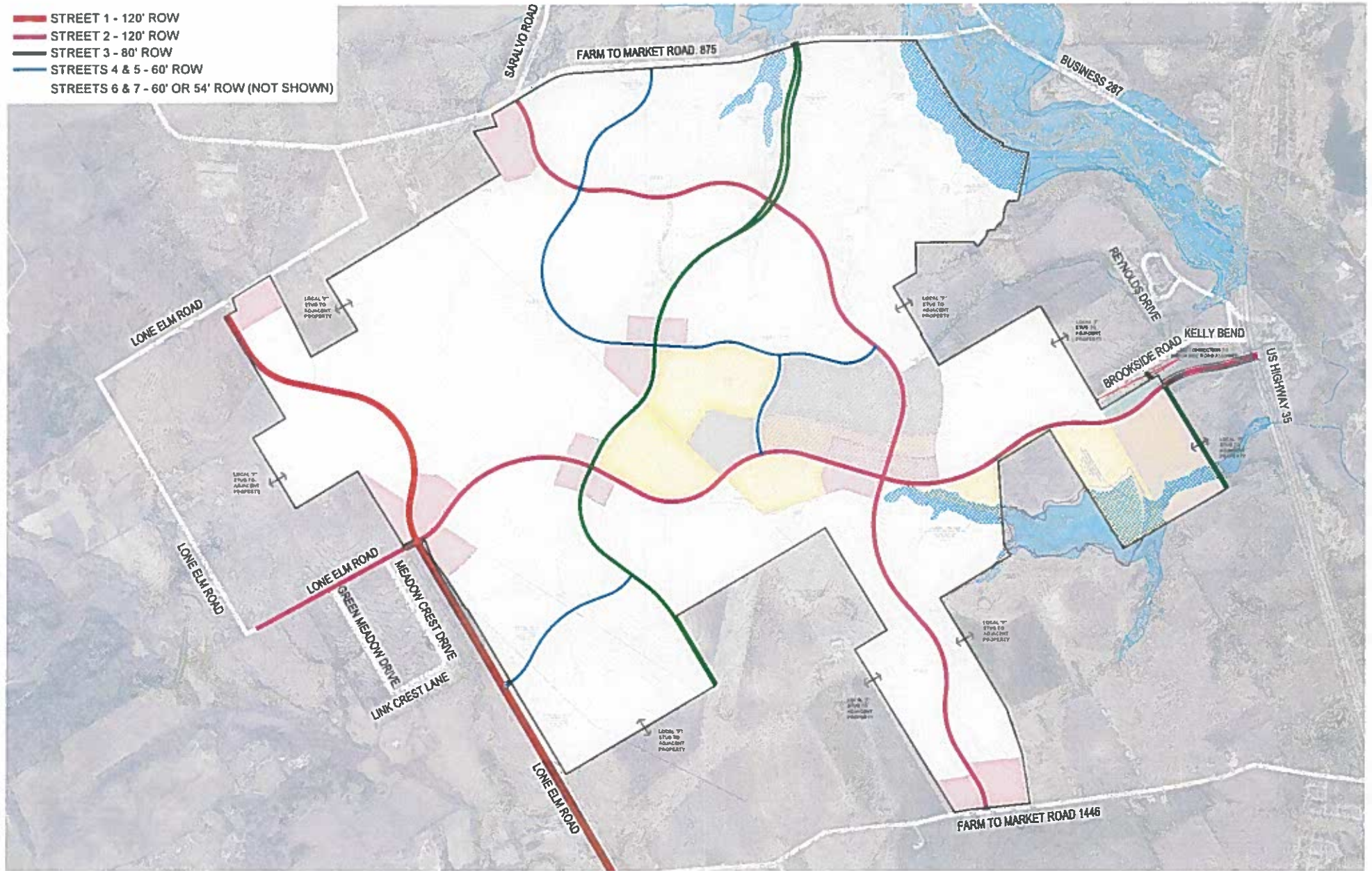
GOODWIN
MARSHALL
Walton

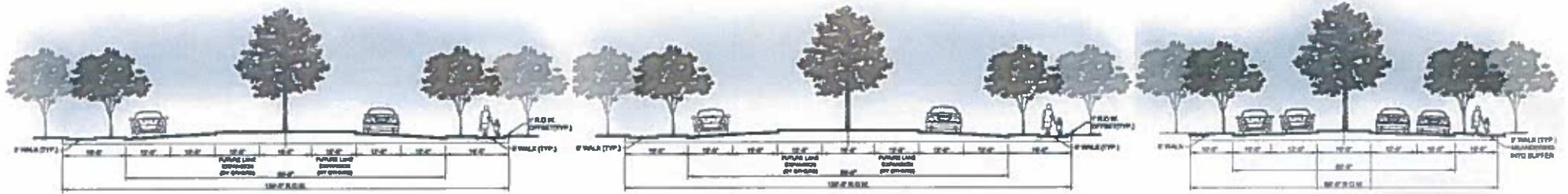
MESA

2020-21 Survey
March 30, 2020
P:\2019\1004-01 AMPBASE Study\10 ZoningScreening.dwg

Scale 1"=400'
March 30, 2020
P:\2019\1004-01 AMPBASE Study\10 ZoningScreening.dwg

- STREET 1 - 120' ROW
- STREET 2 - 120' ROW
- STREET 3 - 80' ROW
- STREETS 4 & 5 - 60' ROW
- STREETS 6 & 7 - 60' OR 54' ROW (NOT SHOWN)

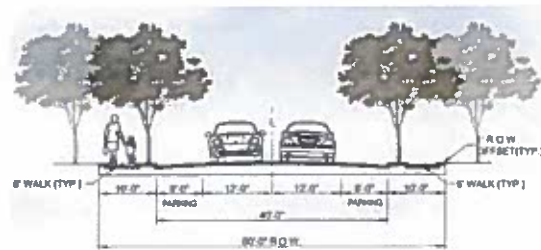




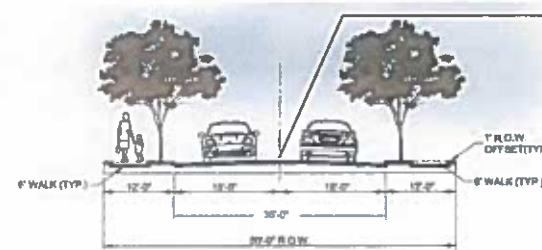
STREET 1 - 120' ROW
(CITY MAJOR THOROUGHFARE)

STREET 2 - 120' ROW
(PRIMARY ENTRY DRIVE & CENTRAL SPINE)

STREET 3 - 80' ROW
(SECONDARY PROJECT ENTRY DRIVE)

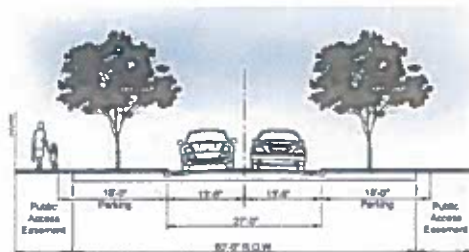


STREET 4 - 60' ROW
(TYPICAL COLLECTOR STREET WITH PARKING)

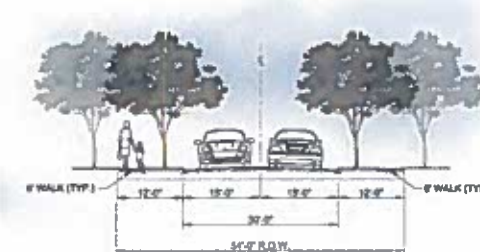


STREET 5 - 60' ROW
(COLLECTOR STREET WITHOUT PARKING)

MEDIAN OPTION: ADD 6' MEDIAN (NO TURN LANE PROVIDED) OR MINIMUM 16' MEDIAN (TO PROVED TURN LANE). ROW WILL INCREASE ACCORDINGLY.



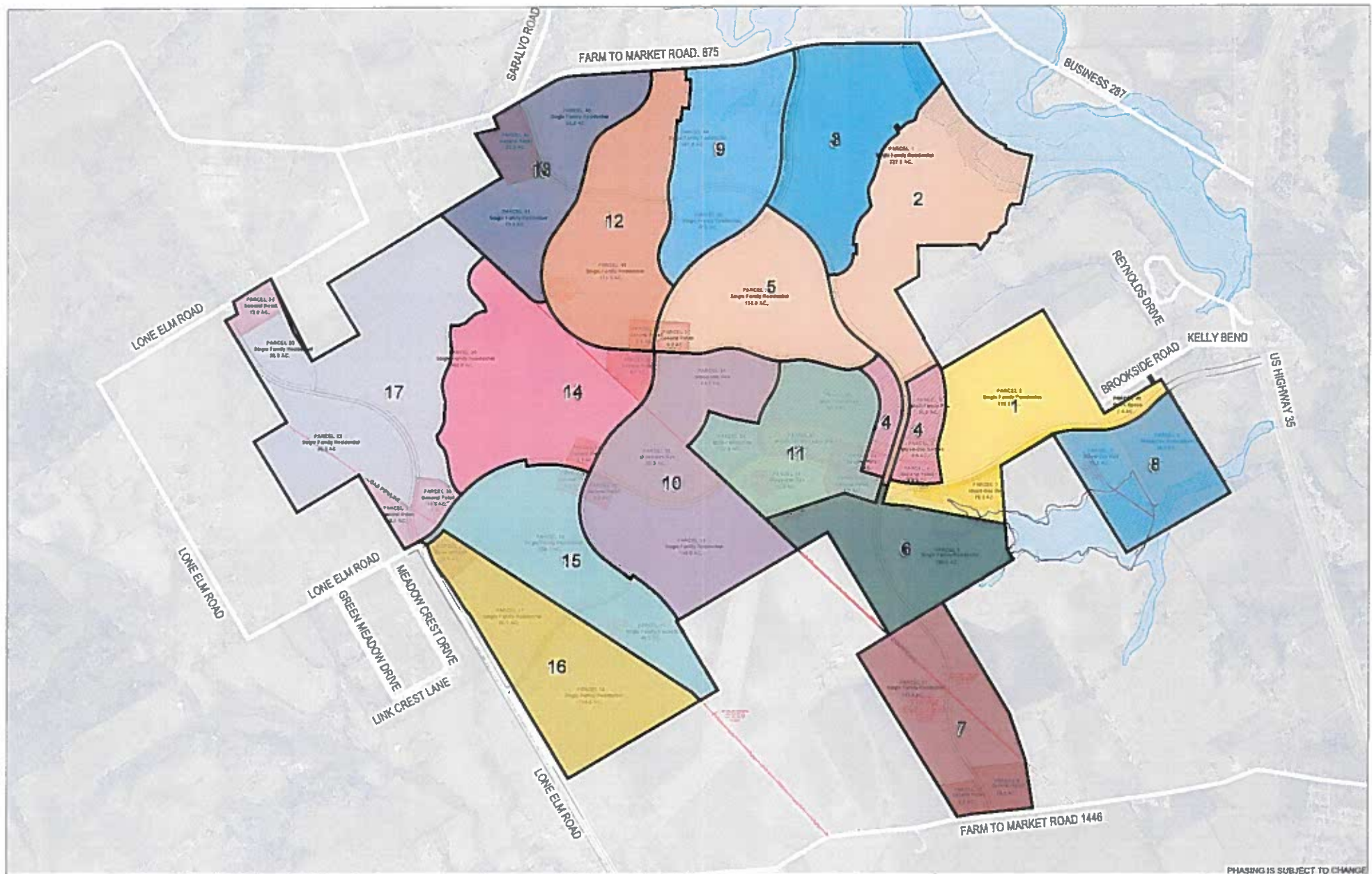
STREET 6 - 60' ROW
(STREET WITH ANGLED PARKING; NOT ALLOWED IN SINGLE FAMILY DEVELOPMENTS)



STREET 7 - 54' ROW
(NEIGHBORHOOD STREET)



ALLEY 20' ROW



PHASING IS SUBJECT TO CHANGE



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED NEAR THE MAIN ENTRANCES TO IDENTIFY & BRAND THE NAME AND LOCATION OF THE MAIN COMMUNITY ENTRANCES. TYPICALLY AT MAJOR THOROUGHFARES OR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS



COMMUNITY ENTRY DESIGN ALTERNATIVE
LOCATED AT LESS PROMINENT ENTRY LOCATIONS. TYPICALLY AT MINOR COLLECTORS

**ADDITIONAL
COMMUNITY ENTRY
(NOT GRAPHICALLY DEPICTED)**

**ADDITIONAL
COMMUNITY ENTRY
(NOT GRAPHICALLY DEPICTED)**

**COMMUNITY
ENTRY**

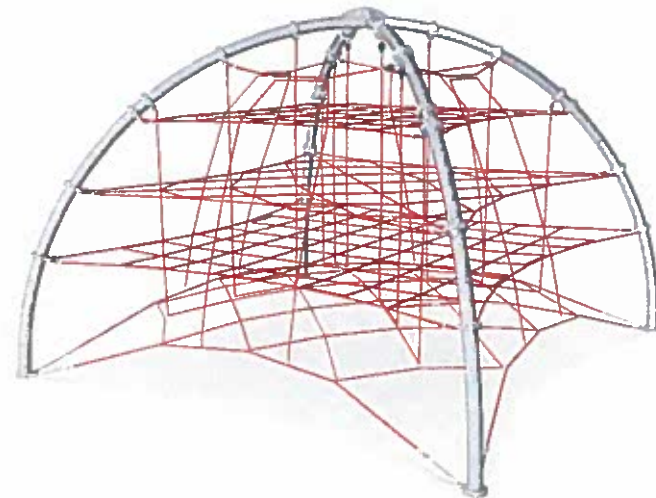
**COMMUNITY
ENTRY**

**COMMUNITY
ENTRY**

**COMMUNITY
ENTRY**

THE ENTRY FEATURES AND LOCATIONS DEPICTED ARE CONCEPTUAL IN NATURE AND ARE SUBJECT TO CHANGE. THE DESIGN INTENT IS AN ARTISTIC RENDERING OF WHAT THE GENERAL LOOK AND FEEL OF THE STYLE OF THE ENTRY FEATURES ARE DO NOT DEPICT FINAL DESIGN.

**EXHIBIT I
MASTER SIGNAGE PLAN
EMORY LAKES
ELLIS COUNTY, TEXAS**



Zoning Districts

- Residential
- Multi-Family
- Mixed-Use Mostly Residential (80%)
- Mixed-Use Mostly Commercial (80%)
- Commercial
- Open Space

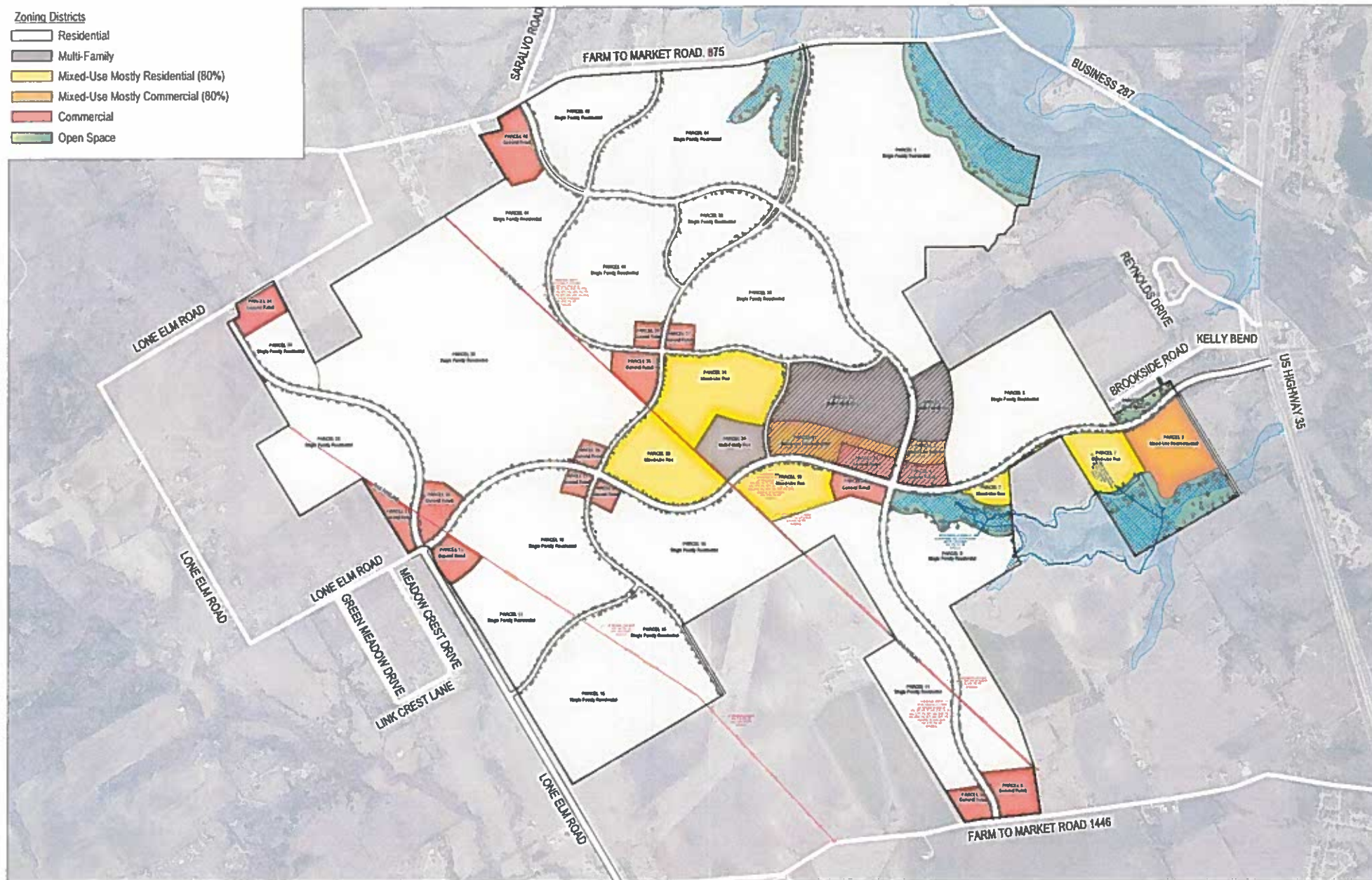


EXHIBIT L ZONING DISTRICTS EMORY LAKES ELLIS COUNTY, TEXAS

Exhibit M - Staff Report

Planning & Zoning Department

Zoning Staff Report

Case: ZDC-07-2021



MEETING DATE(S)

Planning & Zoning Commission: April 13, 2021 (continued from March 23, 2021)

City Council: April 19, 2021

ACTION SINCE INITIAL STAFF REPORT

At the February 23, 2021 Planning and Zoning meeting, the Planning and Zoning Commission voted 5-0 to continue case number ZDC-07-2021 to the March 23, 2021 Planning and Zoning meeting.

At the March 23, 2021 Planning and Zoning meeting, the Planning and Zoning Commission voted 6-0 to continue case number ZDC-07-2021 to the April 13, 2021 Planning and Zoning meeting.

At the April 13, 2021 Planning and Zoning meeting, the Planning and Zoning Commission voted 4-2 to approve case number ZDC-07-2021, subject to staff comments.

CAPTION

Public Hearing on a request by Ed Fleming, Walton Global Holdings, LTD, for a **Zoning Change** from a Future Development and Planned Development (Ordinance #2330) zoning district to a Planned Development-Mixed Use Residential (MUR) with Concept Plan, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road (Property IDs 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468) - Owner: WALTON TEXAS LP (ZDC-7-2021)

APPLICANT REQUEST

The applicant intends to create a Planned Development to allow for single family residential, multi-family residential, mixed use residential, mixed use commercial, and commercial/retail on 2,813 acres.

CASE INFORMATION

Applicant: Edward R. Fleming, Walton Global Holdings, Ltd.

Property Owner(s): Walton Texas LP

Site Acreage: 2,813 acres

Current Zoning: Future Development and Planned Development (Ord. 2330)

Requested Zoning: Planned Development-Mixed Use Residential

SUBJECT PROPERTY

General Location: Located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road

Parcel ID Number(s): 182520, 264568, 263786, 192306, 234203, 179534, 187960, 179468

Existing Use: The subject property is currently undeveloped.

Exhibit M - Staff Report

Development History:

N/A

Table 1: Adjoining Zoning & Uses

Direction	Zoning	Current Use
North	N/A	ETJ
East	LI1	Industrial Warehouse
South	N/A	ETJ
West	N/A	ETJ

Future Land Use Plan:

Low Density Residential, Mixed Use Residential, Retail, and Public/Semi-Public

Comprehensive Plan:

Low Density Residential: This category is representative of smaller single family homes and some duplex units. The majority of Waxahachie's current development is of similar density. It is appropriate to have approximately 3.5 dwelling units per acre.

Mixed Use Residential: Areas with a mixture of residential and non-residential uses, with a larger percentage of residential. Approximately 80 percent of the acreage or square footage of any proposed development should be residential, with the remaining 20 percent of the acreage or square footage non-residential. Acreage would apply in a horizontal mixed use development, while square footage would apply in a vertical development. Both vertical and horizontal mixed use could be provided together.

Retail: Retail includes areas that have restaurants, shops, grocery stores, and personal service establishments. Retail businesses generally require greater visibility than do other types of non-residential land use (e.g., office, commercial).

Public/Semi-Public: This land use category includes uses that are educational, governmental or institutional in nature. This type of land use is generally permitted within any area, therefore, only the current Public/Semi-Public uses are shown on the map.

Site Image:



Exhibit M - Staff Report

PLANNING ANALYSIS

Purpose of Request:

The applicant intends to create a Planned Development to allow for single family residential, multi-family residential, mixed use residential, mixed use commercial, and commercial/retail on 2,813 acres.

Case History:

Since the applicant's original submittal in 2016, city staff has continuously worked diligently with the applicant to help prepare a development meeting the City's standards and the intent of the Comprehensive Plan. The original submittal from 2016 was withdrawn and the applicant reapplied in 2018. There were two Joint Work Sessions held with the City Council and Planning and Zoning Commission on August 27, 2018 and February 12, 2019 to review and discuss the proposed development.

Staff has worked with the applicant to address questions in relation to densities and amenities provided. From the original proposal, the applicant had not listed a particular residential lot count. Staff worked with the applicant to reduce the overall densities. In the original submittal in 2016 the residential unit count was presented at 10,200, 9,875 in 2018, and the proposed residential unit count with this proposal is 8,907. The amenities provided went from three amenity centers, to four with this proposal. Staff has also worked to ensure that these amenity centers include facilities that are substantial in nature, with each amenity center requiring a pool.

Per the minutes of the 8/27/18 meeting, key notes from the Joint Work Session include:

- The applicant proposed three (3) school sites. There was me mentioned concern with this being adequate for the development.
- The applicant proposed three (3) zoning districts (Residential District, Neighborhood Village District, and Mixed Use District)
 - 10,200 residential units proposed
- The joint work session discussed how the development will fit onto the site, noting entrance to the Planned Development will be from IH-35 as well as Highway 287 noting approximately 90 percent of the property is prairie fields
- The applicant proposes a Mixed Use District which will include approximately 351 acres (would be higher density oriented commercial uses, and a mixture of uses such as residential, recreation and multi-family)
- There was discussion proposed development to serve Emory Lakes and surrounding area with uses such as grocery store and large retail stores. The joint work session indicated concern and reiterated that the development must be self-contained and include commercial retail to serve the development rather than adding to the current retail and businesses in Waxahachie
- The applicant indicated this is a proposed 30 year project constructed in phases
- The joint session indicated a need for a commitment for a future fire department and police sub-station

Per the minutes of the 2/12/19 meeting, key notes from the Joint Work Session include:

- The applicant proposed three (3) zoning districts (Residential District, Neighborhood Village District, and Mixed Use District)
 - 9,875 residential units proposed
- The applicant reviewed the lot sizes and lot mix, sufficiency of amenity package, PID justification, and amount of commercial property
- There was discussion about the responsibility of the ongoing maintenance of the amenity centers and the applicant noted the Homeowner's Association will pay the maintenance fees after the PID is completed

Exhibit M - Staff Report

- The joint work session included a discussion about concerns with the PID tax (noting the proposed number is half of the city tax)
 - The applicant noted the proposed rate is the max that the market can handle according to their financial advisors.
 - The applicant explained the proposed \$125,000,000 PID will be used for water, sanitary sewer, utilities, roadways, and landscape and then will be turned over to the city for ongoing maintenance
- The joint work session members discussed concerns about not meeting the city's lot size requirements
- Council/PZ concerns about the density of the area, the high PID tax, and the minimum city development standards not being met

Property History:

On September 6, 2005, City Council approved Ordinance 2330, which rezoned the subject property from Single Family-1 (SF1) and Future Development (FD) to Planned Development-Mixed Use Community. The Planned Development-Mixed Use Community was approved as a "Free Standing" Planned Development District which included Single Family, Multi-Family, General Retail, and General Retail-Mixed Use.

For comparison purposes, if the applicant were to develop under the existing Planned Development (Ord. 2330), the applicant would be allowed to construct at a higher density than the proposed development below.

Proposed Use:

The applicant intends to create a Planned Development to allow for single family residential, multifamily residential, mixed use residential, mixed use commercial, and commercial/retail uses on 2,813 acres, located South of FM 875, West of I-35, North of FM 1446, and East of Lone Elm Road along Southwest corner of IH-35 and US Highway 287. Per the "Phasing Plan", the aforementioned zoning uses is currently proposed to be constructed over seventeen phases.

At the February 23, 2021 Planning and Zoning meeting, the Planning and Zoning Commission requested that the applicant revise the submitted plan(s) for the proposed development to further address surrounding neighbor concerns, staff concerns, PZ Commission concerns, as well as be more conducive to the surrounding area. Per the Commission's request, at the April 13, 2021 Planning and Zoning meeting, the applicant made changes that were presented to the Planning and Zoning Commission. Due to addressing staff and the Commission's concerns, the Commission voted 4-2 to approve the case subject to staff recommendations. Listed below is a summary of staff recommendations and changes made by the applicant.

SUMMARY OF CHANGES FOLLOWING PZ MOTION (4/13/2021 PZ MEETING)

Staff Recommendation #1

Staff Comment: A mutually agreed upon Development Agreement will be required for the property.

Applicant Response: The applicant has agreed to this. The Development Agreement will be drafted and coordinated between the applicant's attorney and the City Attorney/City of Waxahachie.

Staff Recommendation #2

Staff Comment: Confirmation of connection to I-35 and the Brookside bridge through either an offsite access easement(s) or acquisition of property must be provided.

Applicant Response: The applicant agrees to this comment. The applicant and the adjacent land have been in continuous talks on the purchase of land for the entry road. Since the alignment has changed throughout the zoning and most recently during the Planning & Zoning hearing, purchase will occur after the alignment is finalized with zoning approval.

Exhibit M - Staff Report

Staff Recommendation #3

Staff Comment: The ratio between Single Family Residential and Multi-Family units shall be developed as listed below:

- 1,500 SFR lots to 500 MF units
- 2,250 SFR lots to 750 MF units
- 3,000 SFR lots to 1,000 MF units
- 3,750 SFR lots to 1,250 MF units
- 4,000 SFR lots to 1,500 MF units

*The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.

Applicant Response: The applicant has agreed to this recommendation. This revision is included in the Development Standards document on page 16.

Staff Recommendation #4

Staff Comment: At least one amenity center shall have a meeting room.

Applicant Response: The applicant has agreed to this recommendation. The revision is included in the Development Standards document on page 24 (A.a)

Staff Recommendation #5

Staff Comment: Staff suggests that all park and open space improvements funded be privately maintained, unless the land is dedicated and accepted by the City, or unless the City enters into a mutually agreed upon maintenance agreement with the developer. The City of Waxahachie will not accept property dedication less than 5 acres.

Applicant Response: The applicant agrees to this and has added this language in the Development Standards document, page 31, Section J.

Staff Recommendation #6

Staff Comment: The applicant, WISD, and city staff must mutually agree on the proposed location and required acreage for future schools within the development.

Applicant Response: The applicant agrees to this and has added language in the Development Standards document, Page 16, Section 5 (d.)

Staff Recommendation #7

Staff Comment: The minimum living area for estate lots shall increase 200 SF.

Applicant Response: The minimum living area for estate lots shall increase 200 SF.

- A. 12,500 sf lot area min: increase 2,200 SF to 2,400 SF
- B. 10,000 sf lot area min: increase 2,000 SF to 2,200 SF

Staff Recommendation #8

Staff Comment: The minimum living area for township lots shall increase from 2,000 SF to 2,100 SF

Applicant Response: The applicant agrees to this, and has been updated in the Development Standards document on page 11.

Staff Recommendation #9

Staff Comment: Lots along an 80' ROW or greater must front a neighborhood street or thoroughfare

Applicant Response: The applicant agrees to this and has updated the language in the Development Standards document regarding screening (pages 32, 34 and 35). Lots along an 80' ROW or greater must do one of the following:

- i. Front directly onto the thoroughfare
- ii. Front onto a slip street that parallels the thoroughfare

Exhibit M - Staff Report

- a. Typically the slip street is a one way street (final street design to be coordinate with city staff).
- iii. Front onto a single loaded neighborhood street between the residential units and the thoroughfare with at least twenty (20) feet between the residential slip street ROW and the primary screening thoroughfare ROW:
 - a. Example imagery of the 3 scenarios has been added to the Development Standards document

Staff Recommendation #10

Staff Comment: The applicant will work with residents on Brookside for adequate screening

Applicant Response: The applicant agrees to this recommendation. The Screening Exhibit shows screening required in this area. The applicant will work with the adjacent owners on finalizing the appropriate and preferred screening scenario 1, 2 or 3 included in the Development Standards document.

Staff Recommendation #11

Staff Comment: There shall be a 10% maximum for front entry on estate and township lots

Applicant Response: The applicant agrees to this and this and has revised the Development Standards document to reflect this, page 14.

Emory Lakes Land Use Types:

Per the proposed Development Standards provided by the applicant, the zoning districts below depict what zoning districts will be included within the Planned Development.

Single Family Residential District (SFR)

This district provides a mixture of single family residential uses nestled along the open spaces and natural amenities the project offers. The district provides a variety of lot sizes to accommodate different home styles, buyer demographics and home sizes. The residential lots are designed into smaller neighborhoods with neighborhood parks and open spaces extending into and between neighborhoods. The district has 4 distinct sub districts, which are:

- Estate Lots: This sub district includes single-family detached lots 10,000 sf and 12,500 s.f. and larger.
- Township Lots: This sub district includes detached single-family lots between 8,400 sf and 10,000 sf
- Village lots: This sub district includes detached single-family lots between 6,000 sf and 8,400 sf
- Cottage Lots: This sub district includes detached single-family lots less than 6,000 square feet in size including Patio Homes & Zero Lot Line lots and single-family attached buildings (Townhomes).

Lot Types:

The development of Single Family lots includes the following 7 lot sizes:

	Estate Lots		Township Lots	Village Lots		Cottage Lots	
Lot Area (min.)	12,500 sf	10,000 sf	8,400 sf	7,000 sf	6,000 sf	5,000 sf	2,000 sf
Lot Width (min.)	90 ft.	80 ft.	70 ft.	60 ft.	50 ft.	50 ft.	20 ft.
Lot Depth (min.)	120 ft.	120 ft.	115 ft.	115 ft.	115 ft.	100 ft.	100 ft.
Min. Living Area	2,400 sf	2,200 sf	2,100 sf	1,800 sf	1,600 sf	1,250 sf	1,200 sf

Single Family Lot Mix for entire project

Emory Lakes may not exceed a total of 7,029 single family lots at build out. The following lot mix requirements are for the entire single family lots within Emory lakes.

Exhibit M - Staff Report

- At least 12% (844 lots) of the total lots must be Estate lots 12,500 s.f. or larger.
- At least 28% (1,969 lots) of the total lots must be Estate lots 10,000 s.f. or larger.
- At least 10% (703 lots) of the total lots must be Township lots 8,400 s.f. or larger.
- No more than 45% (3,163 lots) of the total lots may be Village lots, between 6,000 s.f. and 8,400 s.f.
- No more than 15% (1,054 lots) of the lots may be Cottage lots but a minimum of 3.5% (247 lots) of the total lots must be Cottage lots.

Multi-family Residential District (MFR)

Traditional apartment- and condominium-type units in attached living complexes characterize this district. These developments may take a variety of forms, including traditional garden style apartments to courtyard apartments as well as brownstone style apartments.

For future phases, the applicant is proposing the additional multi-family units may be permitted as long as the following minimum SFR District lots have been permitted.

Total Permitted

SFR District Lots Total to Maximum total multi-family units allowed to be permitted:

- 1,500 SFR lots to 500 MF units
- 2,250 SFR lots to 750 MF units
- 3,000 SFR lots to 1,000 MF units
- 3,750 SFR lots to 1,250 MF units
- 4,000 SFR lots to 1,500 MF units

*The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.

Mixed Use Residential (MU-R)

The district includes a mixture of residential and non-residential uses. A maximum 80 percent of the acreage or square footage of any proposed development should be residential, with a minimum 20 percent (minimum) of the acreage or square footage non-residential. Acreage would apply in a horizontal mixed-use development, while square footage would apply in a vertical development. Both vertical and horizontal mixed use could be provided together. Residential uses may be single family (Village or Cottage Lots, or multi-family uses).

Mixed Use Non-residential (MU-N)

Similar to Mixed-Use Residential district, land designated as MU-N is intended for a mixture of non-residential and residential uses. The only difference would be that Mixed Use Non-residential has a greater percentage of non-residential components than residential. Specifically, a minimum 80 percent of the acreage or square footage of proposed developments are required to be nonresidential with a maximum 20 percent of the acreage or square footage allocated to residential. Southlake's Town Center is an example of Non-residential Mixed Use. Residential uses may be single family or multi-family uses.

Commercial/General Retail District (GR)

This district is based on the Waxahachie GR zoning district. The locations of the GR districts are at the center of the project near the Village Center node and also generally located along the project perimeter at project entries.

Open Space District (OS)

This district is based on the Waxahachie FD zoning district. The areas designated as an Open Space District are intended to be used as open spaces including landscaping, screening and trails only and serves as a buffer to the adjacent properties.

Exhibit M - Staff Report

Overlay Areas:

Within the six Planned Development zoning district areas, the following overlay areas exist. These overlay districts create certain restrictions or development variations to exist within the Master Plan. Overlay Areas within the development include:

Floodplain

Floodplain Overlays are generally areas of land subject to inundation by a 100-year frequency flood as determined using standard engineering practices and generally as shown on the flood insurance Rate Map (FIRM) of the City of Waxahachie. These locations are not finalized and the actual floodplain limits, if any, will be finalized at the time of development. These areas may be increased or decreased in size based on the results of FEMA approved studies. Development within the Floodplain Overlay is subject to Appendix B (Flood Damage Prevention) of the City of Waxahachie Code of Ordinances as amended.

Semi-Public

Within the Master Plan, uses such as schools and civic spaces (libraries, police, fire, etc.) will exist. The applicant has indicated five sites, ranging from 12-15 acres will be dedicated to WISD for elementary school sites. An additional 25 acres is available for sale to WISD for the future location of a Junior High. The applicant has also provided 10 acres to the City as a Police or Fire Station, or other agreeable civic uses as needed by the City. The exact location for these uses will depend on the phasing and the timing of development. The land area is being set aside but the exact location will be determined at the time of platting.

- 5 elementary school sites 60-75 acres
- 1 junior high site 25 acres – available to purchase if needed
- 10 acres for Civic use

Town Center

The Town Center Overlay Area is delineated as an area that has increased development requirements and can be developed as a mixed-use development. Land uses are intended to be residential multi-family and non-residential commercial uses. Additional, mixed use buildings with ground floor retail and commercial uses with residential units located above are allowed. The development will be a blend of residential and commercial uses that serves as a central destination and hub of activity providing live and work opportunities. Buildings may be oriented closer to the streets to create a stronger pedestrian friendly streetscape.

Traditional Neighborhood Development

This area includes a mixture of residential and non-residential uses including within the Mixed-Use Residential District, Mixed Use Nonresidential District. The location is within the central part of the community and serves as the main node of destination and activity. It includes a variety of residential dwelling interspersed with small scale commercial establishments and public spaces.

Proposed Amenities

- **Minimum Open Space**
 - 400 acres minimum for dedicated open space
Acreage comprised of usable area that is at least 20 feet wide (such as larger landscape/trail buffer areas or linear greenbelt corridors) or any size area so long as it incorporates any amenity elements. Open spaces may be passive areas such as floodplain, utility easements, landscape buffers or visual setbacks but can also be active spaces such as Community Amenity Centers, Neighborhood Parks, or Public Parks. No more than 63.3 acres of areas within the 100 year floodplain may count towards the overall open space requirement at buildout.

Exhibit M - Staff Report

Minimum Open Space Phasing:

- The final plat that includes the 1,000th single family lot must indicate that at time of approval at least 60 acres of open space will be platted.
- The final plat that includes the 3,000th single family lot must indicate that at time of approval at least 180 acres of open space will be platted.
- The final plat that includes the 5,000th single family lot must indicate that at time of approval at least 300 acres of open space will be platted.

- **Community Amenity Centers**

At least four (4) separate community amenity centers, each at least 4.0 acres in size, will be spaced throughout Emory Lakes. All amenity centers will be HOA maintained

Required Elements

Each community amenity center must include the following amenities and/or elements:

- a) Pool at least 2,500 s.f. of water surface area)
- b) Bathrooms
- c) Landscaping
- d) Sodded grass
- e) Irrigation for all plant material
- f) Walkways
- g) Seating (individual seats, benches and/or gliders)
- h) Bike Racks
- i) Water Fountain for humans and pets
- j) Pet Waste Station
- k) Trash Receptacle(s)
- l) Wi-Fi
- m) At least one (1) ADA Accessible amenity

- **Neighborhood Parks and Parkland**

A minimum of 13 neighborhood parks totaling at least 22 acres in size must be provided in Emory Lakes so that each single family residence must be located within a 0.5 miles radius of a neighborhood park. At least 11 of the parks must be at least 1.0 acre in size and at least 2 parks must each be at least 5.0 acres in size.

The neighborhood parks and community amenity centers of the PD are proposed to count towards the total park land dedication requirement, regardless if the neighborhood parks are Home Owners Association (HOA) or city owned and maintained.

The project wide Park Land dedication will be tracked and summarized at each Residential Initial Plat and/or detailed site plan submittal. A summary chart of park land requirements for any previous submittals and the park land requirement for the current submittal will be summarized along with any previous or current park land dedications.

Any park land dedication area larger than what is required for Residential Initial Plat and/or detailed site plan submittal will be carried over to future detailed site plans.

Public Park Land must be deed restricted as a park facility. It must be developed to City design standards.

Exhibit M - Staff Report

- **Roadside & Offroad Trails:**

- a. A minimum of 10 miles of sidewalk/trails at least 10 ft. wide and made of concrete.
- b. A minimum of 5 miles of sidewalk/trails at least 8 ft. wide and made of concrete
- c. A minimum of 10 miles of sidewalk/trails at least 6 ft. wide and made of concrete
- d. A minimum of 5 miles of sidewalk/trails at least 5 ft. wide and made of natural material (mulch, crushed granite, dirt)

Regional Trail connection:

The Emory Lakes trail system will connect to the Waxahachie Regional trail network located at the northeastern property boundary. Emory Lakes will include a public sidewalk easement and build the portion of the regional trail that is on the Emory Lakes Property, as shown on the SRA Midlothian to Waxahachie Regional Trail Plan, dated July 2019.

- **Enhanced Architectural Features**

- Entry features, lakes, open spaces designed as destinations and usable areas

- **Home Owner's Association**

- Covers maintenance of common areas, parks, open spaces, etc.

- Provides programming and community events for the residents and businesses

Conformance with the Comprehensive Plan:

The proposed development is consistent with the following goals and objectives in the 2016 Comprehensive Plan Addendum:

- **Growth Strategies – Goal 2:** Encourage a balance of land uses to serve the needs of citizens and to ensure a diverse economic base
- **Growth Strategies – Goal 8:** Promote community identity through landscaping
- **Growth Strategies – Goal 9:** Establish gateway and entryways into neighborhoods to promote neighborhood identity
- **Growth Strategies – Goal 12:** Promote growth of the community where infrastructure exists.
- **Growth Strategies – Goal 15:** Identify areas for strategic annexations to occur.

PUBLIC NOTIFICATIONS

To comply with State law contained in Local Government Code Chapter 211 and the City's public hearing notice requirements, **118** notices were mailed to property owners within 200 feet of the request. In addition, a notice was published in the Waxahachie Sun and a sign was visibly posted at the property.

PROPERTY OWNER NOTIFICATION RESPONSES

Staff received five (5) letters of opposition for the proposed development.

PLANNING AND ZONING COMMISSION RECOMMENDATION



Approval, per the following comments:

1. A mutually agreed upon Development Agreement will be required for the property.
2. Confirmation of connection to I-35 and the Brookside bridge through either an offsite access easement or acquisition of property must be provided.
3. The ratio between Single Family Residential and Multi-Family units shall be developed as listed below:
 - 1,500 SFR lots to 500 MF units
 - 2,250 SFR lots to 750 MF units
 - 3,000 SFR lots to 1,000 MF units
 - 3,750 SFR lots to 1,250 MF units

Exhibit M - Staff Report

4,000 SFR lots to 1,500 MF units

*The remaining multi-family units can be constructed once all SFR lots (5,000) are constructed.

4. At least one amenity center shall have a meeting room.
5. Staff suggests that all park and open space improvements funded be privately maintained, unless the land is dedicated and accepted by the City, or unless the City enters into a mutually agreed upon maintenance agreement with the developer.
 - a. The City of Waxahachie will not accept property dedication less than 5 acres.
6. The applicant, WISD, and city staff must mutually agree on the proposed location and required acreage for future schools within the development.
7. The minimum living area for estate lots shall increase 200 SF.
 - a. 12,500 sf lot area min: increase 2,200 SF to 2,400 SF
 - b. 10,000 sf lot area min: increase 2,000 SF to 2,200 SF
8. The minimum living area for township lots shall increase from 2,000 SF to 2,100 SF
9. The applicant will work with residents on Brookside for adequate screening.
10. There shall be a 10% maximum for front entry garages on estate and township lots
11. Lots along 80' ROW or greater must front a neighborhood (slip) street or thoroughfare.

STAFF RECOMMENDATION

Based on the details provided in this Staff Report and the present status of the documents subject to the request, the Planning and Zoning Department recommends:

- ☐ Denial
- ☐ Approval, as presented.
- ☒ **Approval, per the following comments:**

1. Staff recommends that City Council approve the requested Planned Development with the Planning and Zoning Commission recommendations per the following modifications:

Comment #9 Modification: The applicant will provide enhanced landscaping and vegetation screening within the Open Space District that will provide a buffer for the residents along Brookside Rd.

****Additional Staff Comment:** Staff suggests that City Council grant the City Manager the authority to approve the Development Agreement administratively.

ATTACHED EXHIBITS

1. Property Owner Notification Responses
2. Development Agreement/Ordinance (DRAFT)
3. Development Standards
4. Exterior Construction Standards
5. Location Exhibit
6. Zoning District (Concept) Exhibit
7. Master Trails and Open Space Exhibit
8. Screening Plan Exhibit
9. Thoroughfare Plan Exhibit
10. Street Sections Exhibit
11. Phasing Plan Exhibit
12. Master Signage Plan Exhibit
13. Boundary (Legal Description) Exhibit

Exhibit M - Staff Report

- 14. Playground Exhibit
- 15. Zoning District Exhibit
- 16. Staff Report

APPLICANT REQUIREMENTS

- 1. If approved by City Council, within 30 days the applicant shall provide the Planning Department one revised electronic plan set that incorporates all comments.
- 2. Once the revised plans are provided, staff will verify all outstanding comments were satisfied.
 - a. If comments were not satisfied, then applicant will be notified to make corrections.
 - b. If all comments satisfied, applicant shall provide a set of drawings that incorporate all comments.

STAFF CONTACT INFORMATION

Prepared by:
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Senior Planner
ccollins@waxahachie.com

Reviewed by:
Shon Brooks, AICP
Director of Planning
sbrooks@waxahachie.com

PUBLISH ONE (1) TIME ON WEDNESDAY, MARCH 17, 2021

**CITY OF WAXAHACHIE, TEXAS
NOTICE OF PUBLIC HEARING REGARDING
THE CREATION OF A 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 Waxahachie, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition"), filed by Walton Texas, LP, a Texas limited partnership ("Walton Texas") acting in its own capacity as an owner and for and on behalf of various other owners of undivided interests in the property in the District (as defined below) (the "UDI Owners"), in its capacity as manager, operator or agent, as applicable, Walton TX Dallas Kemp Ridge LP, an Alberta limited partnership ("Walton Kemp Ridge"), and Walton TX Dallas Kemp Ranch LP I, an Alberta limited partnership ("Walton Kemp Ranch") (Walton Texas, the UDI Owners, Walton Kemp Ridge, and Walton Kemp Ranch are collectively referred to herein as the "Petitioners"), requesting that the City create the Emory Lakes Public Improvement District (the "District") to include property owned by the Petitioners.

Time and Place of the Hearing. The public hearing will start at or after 7:00 p.m. on April 5, 2021, at the regular meeting place of the City Council of the City in the Council Chambers located at 401 S. Rogers Street, Waxahachie, Texas 75165.

General Nature of the Proposed Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code, as amended (the "Act"), that are necessary for the development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) design, construction and other allowed costs related to special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (9) payment of expenses incurred in the establishment, administration and operation of the District; and, (10) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, 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, including eligible costs related to the establishment, administration and operation of the District and expenses associated with financing Authorized Improvements is \$300,000,000.

Proposed District Boundaries. The District is proposed to include approximately 2813.26 acres of land generally located north of Farm to Market Highway No. 1446, south of Farm to Market Highway No. 875, east of Lone Elm Road, and west of Interstate Highway 35, and as more particularly described by a metes and bounds description available at Waxahachie City Hall located at 401 S. Rogers Street, Waxahachie, Texas 75165 and available for public inspection during regular business hours.

Proposed Method of Assessment. City shall levy assessments on each parcel within the District 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 debt), and certain assessments may be paid in annual installments (including interest and debt). 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 assessments and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and City. City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District property and possible tax increment reinvestment zone revenue. No municipal property in the District shall be assessed. The Petitioners or their successors in interest may also pay certain costs of the improvements from other funds available to it as developer of the District.

Any interested person may be heard at the Public Hearing.

Lori Cartwright, City Secretary

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CITY OF WAXAHACHIE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE, TEXAS AUTHORIZING AND CREATING THE EMORY LAKES PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Waxahachie, Texas (the “*City*”), is authorized under Chapter 372 of the Texas Local Government Code (the “*Act*”), to create a public improvement district within the corporate limits of the City; and

WHEREAS, on January 15, 2021, Walton Texas, LP, a Texas limited partnership (“*Walton Texas*”) acting in its own capacity as an owner and for and on behalf of various other owners of undivided interests in the property in the District (as defined below) (the “*UDI Owners*”), in its capacity as manager, operator or agent, as applicable, Walton TX Dallas Kemp Ridge LP, an Alberta limited partnership (“*Walton Kemp Ridge*”), and Walton TX Dallas Kemp Ranch LP 1, an Alberta limited partnership (“*Walton Kemp Ranch*”) (Walton Texas, the UDI Owners, Walton Kemp Ridge, and Walton Kemp Ranch are collectively referred to herein as the “*Petitioners*”) submitted and filed with the City Secretary of the City a petition (the “*Petition*”) requesting the establishment of a public improvement district for property within the corporate limits of the City; and

WHEREAS, the Petition requested the creation of the Emory Lakes Public Improvement District (the “*District*”), which District is located within the corporate limits of the City and more particularly depicted in Exhibit A and described by metes and bounds in Exhibit B (the “*Property*”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the “*City Council*”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, the Petitioner estimated the total cost of the Authorized Improvements (as described below) at an amount not to exceed \$300,000,000; and

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WHEREAS, the City Council desires to limit the maximum amount to be levied by the City Council against the Property under the Act at \$170,925,000; and

WHEREAS, the City desires to limit the annual installment payment for the assessment levied against any property in the District to an amount not to exceed an equivalent tax rate of \$0.42 per \$100 taxable appraised value; and

WHEREAS, after publishing notice in the *Waxahachie Sun*, a newspaper of general circulation in the City, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, opened a public hearing on the advisability of the improvements on April 5, 2021; and

WHEREAS, the City Council continued the public hearing to the City Council meeting on April 19, 2021, and after all interested parties were given the opportunity to speak, the City Council closed the public hearing.

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

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

Section 2. The Petition submitted to the City by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing opened on April 5, 2021 and continued to April 19, 2021, hereby finds and declares:

(a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements. The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition, and construction of public improvement projects

authorized by the Act that are necessary for the development of property in the District, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) design, construction and other allowed costs related to special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (9) payment of expenses incurred in the establishment, administration and operation of the District; and, (10) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements promote the interests of the City and confer a special benefit upon the Property.

(c) Estimated Costs of the Authorized Improvements and Apportionment of Costs.

The estimated total costs to design, acquire, and construct the Authorized Improvements, including payment of expenses to finance such public improvement projects such as eligible legal and financial fees and expenses incurred in the

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establishment, administration and operation of the District, is \$300,000,000 which costs shall be paid by assessments levied on the Property within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. The developer of the Property (the “*Developer*”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

- (d) **Boundaries of the District.** The District is proposed to include approximately 2813.26 acres of land generally located north of Farm to Market Highway No. 1446, south of Farm to Market Highway No. 875, east of Lone Elm Road, and west of Interstate Highway 35, and as more particularly depicted in Exhibit A attached hereto, and as more properly described in the metes and bounds described in Exhibit B attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District 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 debt), and certain assessments may be paid in annual installments (including interest and debt). 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 assessments and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).
- (f) **Management of the District.** The District shall 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.
- (g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. Unless otherwise approved by the City Council, the maximum amount to be levied by the City Council against the Property under the Act is \$170,925,000. Additionally, unless otherwise approved by the City Council, the annual installment payment for the assessment

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levied against any property in the District shall not exceed an equivalent tax rate of \$0.42 per \$100 taxable appraised value.

Section 5. The Emory Lakes Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 6. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Waxahachie Sun*, a newspaper of general circulation in the City. Effective upon the publication of such notice, the District shall be established.

Section 7. This Resolution shall take effect immediately from and after its passage and publication as required by law.

(Remainder of page intentionally left blank. Execution page to follow.)

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**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
WAXAHACHIE THIS THE 19TH DAY OF APRIL, 2021.**

CITY OF WAXAHACHIE

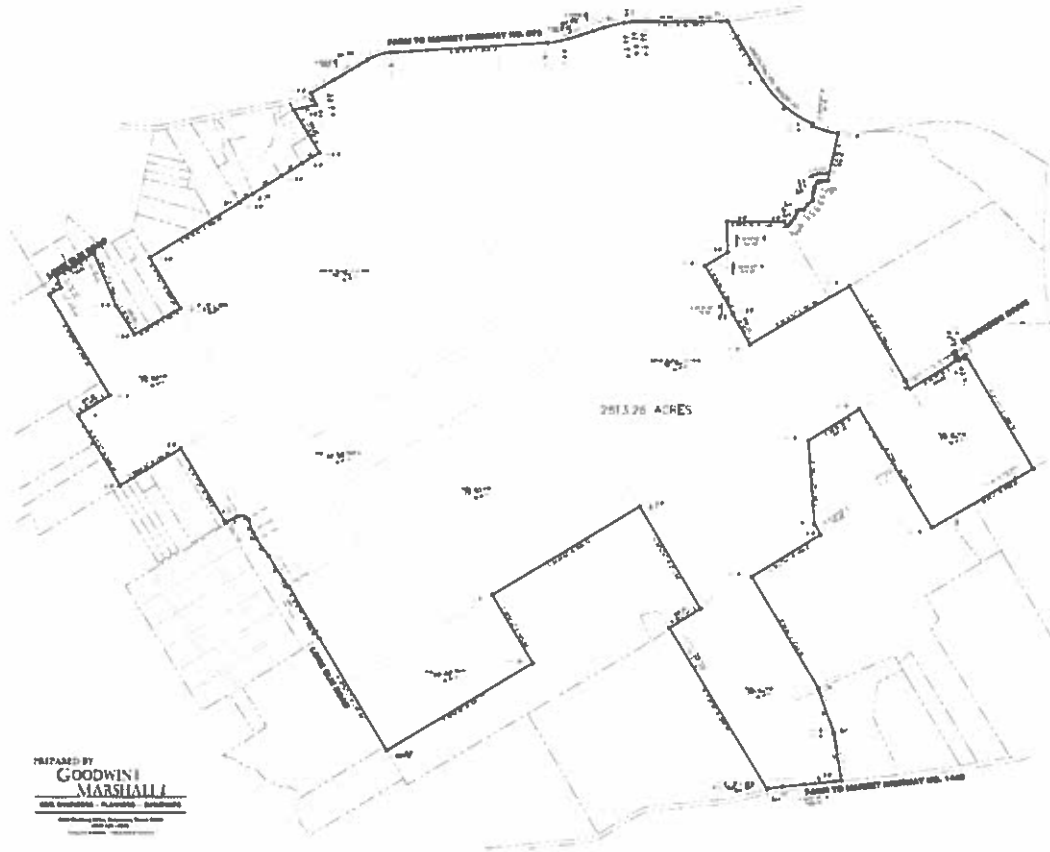
DAVID HILL, MAYOR

ATTEST:

LORI CARTWRIGHT, CITY SECRETARY

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EXHIBIT A PROPERTY DEPICTION



PID EXHIBIT
IN
2813.26 ACRES
ELLIS COUNTY, TEXAS
(Map September 2001)

(14)

EXHIBIT B
METES AND BOUNDS DESCRIPTION OF THE PROPERTY
2813.26 ACRES

All that certain lot, tract, or parcel of land, situated in a portion of the J. Barker Survey, Abstract No. 40, the E. Bellow Survey, Abstract No. 101, the E. H. Belcher Survey, Abstract No. 143, the J. Drinkard Survey, Abstract No. 273, the J. J. Davidson Survey, Abstract No. 302, the J. Fifer Survey, Abstract No. 351, the M. Myers Survey, Abstract No. 714, the J. E. Prince Survey, Abstract No. 845, the J. C. Reed Survey, Abstract No. 904, and the B. Wiltshire Survey, Abstract No. 1132, Ellis County, Texas, being a part of that certain called 681.000 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1526274 of the Deed Records of Ellis County, Texas (DIRECT), a part of that certain called 1040.641 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1532148 (DIRECT), all of that certain called 117.601 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1532149 (DIRECT), all of that certain called 141.524 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1532150 (DIRECT), all of that certain called 182.727 acre tract and 99.991 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1515578 (DIRECT), all of that certain called 398.282 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1515579 (DIRECT), all of that certain called 151.499 acre tract described in a deed to Walton Texas, LP recorded in Instrument No. 1616460 (DIRECT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod found for a Northwest corner of said 681.000 acre tract, the Northeast corner of a called 1.725 acre tract described in a deed to Patricia L. Knight recorded in Volume 2273, Page 384 (DIRECT), and being in the South right-of-way line of Farm to Market Highway No. 875 (80' right-of-way width at this point);

THENCE North 59 deg. 54 min. 04 sec. East along the North line of said 681.000 acre tract and said South right-of-way line, a distance of 465.52 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 59 deg. 02 min. 19 sec. East along said North line and South right-of-way line, at 3.64 feet pass a 5/8" capped iron rod found stamped "TXDOT ROW" for the most westerly corner of a called 0.5506 acre tract described in a deed to the State of Texas recorded in Instrument No. 1610102 (DIRECT), continue along the North line of said 681.000 acre tract for a total distance of 701.62 feet to 5/8" capped iron rod found stamped "LTRA 10140700" for a Point of Curvature of a circular curve to the right, having a radius of 920.72 feet, a central angle of 27 deg. 16 min. 15 sec., and being subtended by a chord which bears North 72 deg. 40 min. 27 sec. East - 434.10 feet;

THENCE in a northeasterly direction along said curve to the right and said North line, a distance of 438.23 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL", hereinafter referred to as 1/2" capped iron rod set, said point being in the South right-of-way line of said Farm to Market Highway No. 875;

THENCE North 86 deg. 18 min. 34 sec. East tangent to said curve and continue along the North line of said 681.000 acre tract, the North line of said 1040.641 acre tract, and said South right-of-way line, a distance of 2836.54 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 1504.82 feet, a central angle of 14 deg. 06 min. 45 sec., and being subtended by a chord which bears North 79 deg. 15 min. 12 sec. East - 369.71 feet;

THENCE in an easterly direction along said curve to the left and the North line of said 1040.641 acre tract, at 358.14 feet pass a 5/8" capped iron rod found stamped "TXDOT ROW" FOR THE MOST WESTERLY CORNER OF A CALLED 0.5877 ACRE TRACT DESCRIBED IN A DEED TO THE State of Texas recorded in Instrument No. 1610103 (DIRECT), continue along the North line of said 1040.641 acre tract for a total distance of 370.65 feet to a 5/8" capped iron rod found stamped "LTRA 10140700";

THENCE North 72 deg. 11 min. 49 sec. East tangent to said curve and continue along said North line, a distance of 475.71 feet to a 5/8" capped iron rod found stamped "LTRA 10140700";

THENCE North 72 deg. 42 min. 49 sec. East along said North line, a distance of 202.51 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the right, having a radius of 2251.83 feet, a central angle of 9 deg. 09 min. 46 sec., and being subtended by a chord which bears North 77 deg. 17 min. 42 sec. East - 359.73 feet;

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THENCE in an easterly direction along said curve to the right and the North line of said 1040.641 acre tract, a distance of 360.11 feet to a 5/8" capped iron rod found stamped "TXDOT ROW", said point being in the South right-of-way line of said Farm to Market Highway No. 875;

THENCE North 81 deg. 52 min. 35 sec. East tangent to said curve and continue along said North line and South right-of-way line, a distance of 122.75 feet to a 5/8" capped iron rod found stamped "TXDOT ROW", said point being a Point of Curvature of a circular curve to the right, having a radius of 587.69 feet, a central angle of 7 deg. 44 min. 56 sec., and being subtended by a chord which bears North 85 deg. 45 min. 03 sec. East - 79.42 feet;

THENCE in an easterly direction along said curve to the right, continue along said North line and South right-of-way line, a distance of 79.48 feet to a 5/8" capped iron rod found stamped "TXDOT ROW";

THENCE North 89 deg. 37 min. 34 sec. East along said North line and South right-of-way line, a distance of 1554.63 feet to a 1/2" capped iron rod set for a Point of Curvature of a circular curve to the left, having a radius of 1931.89 feet, a central angle of 3 deg. 33 min. 59 sec., and being subtended by a chord which bears North 87 deg. 50 min. 35 sec. East - 120.23 feet;

THENCE in an easterly direction along said curve to the left, continue along said North line and South right-of-way line, a distance of 120.25 feet to a 1/2" capped iron rod set for the Northeast corner of said 1040.641 acre tract and being in the West right-of-way line of Union Pacific Railroad;

THENCE South 31 deg. 23 min. 33 sec. East departing said South right-of-way line and continue along the East line of said 1040.641 acre tract and the West right-of-way line of said railroad, being 50 feet west of and parallel to the centerline of said railroad, a distance of 1239.17 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a circular curve to the left, having a radius of 1959.88 feet, a central angle of 35 deg. 04 min. 26 sec., and being subtended by a chord which bears South 48 deg. 55 min. 46 sec. East - 1181.10 feet;

THENCE in a southeasterly direction along said curve to the left, the East line of said 1040.641 acre tract, and the West right-of-way line of said railroad, a distance of 1199.75 feet to a 1/2" capped iron rod set;

THENCE South 06 deg. 40 min. 05 sec. West non-tangent to said curve, and continue along said East line and West right-of-way line, a distance of 41.76 feet to a 1/2" capped iron rod set, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1999.88 feet, a central angle of 13 deg. 47 min. 52 sec., and being subtended by a chord which bears South 73 deg. 42 min. 44 sec. East - 480.44 feet;

THENCE in a southeasterly direction along said curve to the left, the East line of said 1040.641 acre tract and said West right-of-way line, being 90 feet South of and parallel to the centerline of said railroad, a distance of 481.60 feet to a 1/2" iron rod found for an easterly Northeast corner of said 1040.641 acre tract and in the Northwest line of a called 130 acre tract described in a mechanic's lien to Unity Presbyterian Homes recorded in Volume 912, Page 780 (DRECT);

THENCE South 12 deg. 25 min. 26 sec. West non-tangent to said curve departing said West right-of-way line, and continue along the East line of said 1010.641 acre tract and the Northwest line of said 130 acre tract, at 852.61 feet pass a 1/2" iron rod found for reference and continue a total distance of 866.18 feet to a point in the center of a creek;

THENCE in a southerly direction along the East line of said 1040.641 acre tract and the centerline of a creek the following twenty-one (21) courses;

South 55 deg. 57 min. 46 sec. West, a distance of 17.23 feet;

South 86 deg. 18 min. 25 sec. West, a distance of 58.99 feet;

North 73 deg. 07 min. 35 sec. West, a distance of 17.27 feet;

South 76 deg. 03 min. 54 sec. West, a distance of 43.90 feet;

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North 41 deg. 30 min. 44 sec. West, a distance of 25.95 feet;

South 55 deg. 27 min. 48 sec. West, a distance of 44.04 feet;

South 27 deg. 26 min. 13 sec. West, a distance of 90.38 feet;

South 01 deg. 57 min. 39 sec. West, a distance of 24.29 feet;

South 50 deg. 57 min. 27 sec. West, a distance of 18.98 feet;

South 01 deg. 04 min. 18 sec. West, a distance of 39.19 feet;

South 12 deg. 28 min. 08 sec. West, a distance of 44.61 feet;

South 05 deg. 47 min. 07 sec. West, a distance of 127.56 feet;

South 49 deg. 21 min. 10 sec. West, a distance of 117.39 feet;

South 35 deg. 47 min. 44 sec. West, a distance of 116.39 feet;

South 89 deg. 39 min. 37 sec. West, a distance of 77.26 feet;

South 68 deg. 20 min. 54 sec. West, a distance of 53.67 feet;

South 02 deg. 00 min. 42 sec. East, a distance of 50.83 feet;

South 28 deg. 22 min. 23 sec. West, a distance of 81.53 feet;

South 43 deg. 48 min. 28 sec. West, a distance of 90.13 feet;

South 30 deg. 56 min. 12 sec. West, a distance of 58.06 feet;

South 42 deg. 04 min. 17 sec. West, a distance of 51.16 feet to a point for corner for the Northwest corner of said 130 acre tract and being in the Northeast line of a called 60 acre tract described in a deed to T. L. Allen recorded in Volume 227, Page 326 (DRECT);

THENCE North 38 deg. 44 min. 01 sec. West departing said centerline and continue along the East line of said 1040.641 acre tract and the Northeast line of said 60 acre tract, a distance of 107.40 feet to a 1/2" iron rod found for the Northeast corner of said 60 acre tract;

THENCE South 89 deg. 22 min. 18 sec. West along the East line of said 1040.641 acre tract and the North line of said 60 acre tract, a distance of 1029.07 feet to a 1/2" iron rod found for an ell corner of said 1040.641 acre tract and the Northwest corner of said 60 acre tract, being in the recognized East line of the J. Barker Survey and the recognized West line of the E. Bellow Survey;

THENCE South 01 deg. 10 min. 55 sec. East along the East line of said 1040.641 acre tract and the West line of said 60 acre tract, the recognized East line of the J. Barker Survey, and the recognized West line of the E. Bellow Survey, a distance of 541.96 feet to a 1/2" iron rod found for an ell corner of said 1040.641 acre tract;

THENCE South 58 deg. 40 min. 27 sec. West departing said survey lines and continue along the East line of said 1040.641 acre tract, a distance of 477.57 feet to a 1/2" capped iron rod set;

THENCE South 30 deg. 46 min. 56 sec. East along said East line, a distance of 982.20 feet to a 1/2" iron rod found for an ell corner of same, being in the recognized easterly North line of the J. Barker Survey, and the recognized South line of the E. Bellow Survey;

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THENCE South 56 deg. 32 min. 49 sec. West departing said survey lines and continue along the East line of said 1040.641 acre tract, a distance of 16.30 feet to a 1/2" iron rod found for an ell corner of same;

THENCE South 30 deg. 19 min. 20 sec. East along said East line, a distance of 638.29 feet to a 1/2" capped iron rod set for an ell corner of same;

THENCE North 59 deg. 30 min. 57 sec. East along said East line, a distance of 2071.60 feet to a 1/2" capped iron rod set for an ell corner of same, being in the West line of a called 202.85 acre tract described in a mechanic's lien recorded in Volume 912, Page 780 (DIRECT), being the recognized Northwest corner of the J. E. Prince Survey, and a recognized ell corner of the E. Bellow Survey;

THENCE South 30 deg. 39 min. 05 sec. East along the East line of said 1040.641 acre tract, the West line of said 202.85 acre tract, the recognized West line of the J. E. Prince Survey, the recognized South line of the E. Bellow Survey, and the recognized East line of the J. Barker Survey, at 1932.08 feet pass a 1" iron pipe found for reference and continue a total distance of 1963.03 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL", hereafter referred to as P.K. nail set, for the Southeast corner of said 1040.641 acre tract and being in the North line of a 25 foot right-of-way dedication of Brookside Drive as shown in the final plat of Brookside Addition recorded in Cabinet B, Page 329 of the Plat Records of Ellis County, Texas (PRECT), also bein the original North line of a called 120.88 acre tract described in a deed to Robert L. Beer recorded in Volume 351, Page 107 (DIRECT);

THENCE South 58 deg. 06 min. 39 sec. West along the South line of said 1040.641 acre tract, a distance of 4.14 feet to a P.K. nail set for the Northwest corner of said Brookside Addition and being a North corner of said 117.601 acre tract;

THENCE South 31 deg. 25 min. 31 sec. East along the North line of said 117.601 acre tract and the West line of said Brookside Addition, at 25.00 feet pass a 3/8" iron rod found for the Northwest corner of Lot 1 of said Brookside Addition, and continue a total distance of 175.01 feet to a 3/8" iron rod found for the Southwest corner of said Lot 1 and being an ell corner of said 117.601 acre tract;

THENCE North 58 deg. 34 min. 29 sec. East along the North line of said 117.601 acre tract, the South line of said Brookside Addition, the South line of a called 0.43 acre tract described in a deed to Monica Davis recorded in Volume 2589, Page 1329 (DIRECT), the South line of a called 0.5152 acre tract described in a deed to Shirley Allred recoded in Volume 1550, Page 826 (DIRECT), and the South line of a called 0.4309 acre tract described in a deed to Katy R. Ryan and Booby Hopgood recorded in Volume 2512, Page 1420 (DIRECT), a distance of 998.69 feet to a 1/2" capped iron rod set for an ell corner of said 117.601 acre tract and the Southeast corner of said 0.4309 acre tract;

THENCE North 31 deg. 25 min. 31 sec. West along a North line of said 117.601 acre tract and the East line of said 0.4309 acre tract, a distance of 150.04 feet to a 1/2" iron pipe found for a North corner of said 117.601 acre tract, the Northeast corner of said 0.4309 acre tract, and being in the South right-of-way line of said Brookside Drive;

THENCE North 58 deg. 34 min. 29 sec. East along the North line of said 117.601 acre tract and said South right-of-way line, a distance of 40.12 feet to a 1/2" capped iron rod set for a North corner of said 117.601 acre tract and the Northwest corner of a called 0.4312 acre tract described in a deed to Barbara Kay Beer Mouser, et vir recorded in Volume 2100, Page 1456 (DIRECT);

THENCE South 31 deg. 25 min. 31 sec. East departing said South right-of-way line and continue along a North line of said 117.601 acre tract and the West line of said 0.4312 acre tract, a distance of 150.04 feet to a 1/2" capped iron rod found stamped "RPLS 4466" for an ell corner of said 117.601 acre tract and the Southwest corner of said 0.4312 acre tract;

THENCE North 58 deg. 34 min. 29 sec. East along the North line of said 117.601 acre tract and the South line of said 0.4312 acre tract, a distance of 125.26 feet to a 1/2" iron pipe found for the Northeast corner of said 117.601 acre tract, the Southeast corner of said 0.4312 acre tract, the Southwest corner of a called 0.503 acre tract described in a deed to Robert P. Kelley, et ux recorded in Volume 567, Page 555 (DIRECT), and being in the West line of the remainder of a called 125 acre tract described in a deed to Jack Kelley recorded in Volume 404, Page 324 (DIRECT);

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THENCE South 31 deg. 13 min. 11 sec. East along the East line of said 117.601 acre tract and the West line of said 125 acre tract, a distance of 2358.70 feet to a 1/2" capped iron rod set for the Southeast corner of said 117.601 acre tract, the Southwest corner of said 125 acre tract, and being in the North line of a called 140 acre tract described in a deed to Clint Allen Riddle and Curtis Ray Riddle recorded in Volume 2675, Page 812 (DIRECT), from which a 1/2" iron rod found bears South 15 deg. 39 min. 16 sec. West – 2.77 feet and a 1/2" iron pipe found for the Northeast corner of said 140 acre tract bears North 59 deg. 45 min. 11 sec. East – 952.87 feet;

THENCE South 59 deg. 45 min. 11 sec. West along the South line of said 117.601 acre tract and the North line of said 140 acre tract, at 1243.66 feet pass a 1/2" iron rod found for the Northwest corner of said 140 acre tract and the Northeast corner of a called 10.00 acre tract described in a deed to Melissa Mims recorded in Volume 2139, Page 2147 (DIRECT) and continue a total distance of 2108.66 feet to a 1/2" capped iron rod set for the Southwest corner of said 117.601 acre tract and being an ell corner of a called 265.36 acre tract described in a deed to Nay Trust B recorded in Volume 2739, Page 149 (DIRECT);

THENCE North 31 deg. 44 min. 11 sec. West along the West line of said 117.601 acre tract, the East line of said 265.36 acre tract, and the East line of a called 2.113 acre tract described in a deed to Terry L. Nay, et ux recorded in Volume 1621, Page 662 (DIRECT) at 2466.20 feet pass a 1/2" iron rod found 75.00 feet West of and perpendicular to said line for a corner in the West line of said 2.113 acre tract and continue a total distance of 2482.55 feet to a 1/2" capped iron rod set for the Northwest corner of said 117.601 acre tract and being in the South line of said 1040.641 acre tract;

THENCE South 58 deg. 06 min. 39 sec. West along the South line of said 1040.641 acre tract, a distance of 1071.46 feet to a 1/2" capped iron rod set for an ell corner of same and being the most northerly Northwest corner of said 265.36 acre tract;

THENCE South 04 deg. 10 min. 42 sec. East along the South line of said 1040.641 acre tract and the North line of said 265.36 acre tract, a distance of 1491.41 feet to a 1/2" capped iron rod set for an ell corner of same;

THENCE South 31 deg. 26 min. 53 sec. East along the South line of said 1040.641 acre tract and the North line of said 265.36 acre tract, a distance of 214.05 feet to a 1/2" iron rod found in the recognized South line of J. Barker Survey, recognized Northeast corner of the M. Myers Survey, and the recognized Northwest corner of the J. Fifer Survey;

THENCE South 58 deg. 27 min. 04 sec. West along the South line of said 1040.641 acre tract, the North line of said 265.36 acre tract, the recognized South line of the J. Barker Survey, and the recognized North line of the M. Myers Survey, a distance of 1456.37 feet to a 1/2" capped iron rod set for the Northeast corner of said 141.524 acre tract and the Northwest corner of said 265.36 acre tract;

THENCE South 30 deg. 59 min. 02 sec. East departing the South line of said 1040.641 acre tract and said survey lines, continue along the East line of said 141.524 acre tract and the West line of said 265.36 acre tract, a distance of 2323.39 feet to a 1/2" capped iron rod set for the most westerly Southwest corner of said 265.36 acre tract and the Northwest corner of a called 40.889 acre tract described as Tract 1 in a deed to Hiram Clay Schoolfield recorded in Volume 2424, Page 1248 (DIRECT);

THENCE South 02 deg. 15 min. 28 sec. East along the East line of said 141.524 acre tract and the West line of said 40.889 acre tract, a distance of 25.10 feet to a 1/2" capped iron rod set for the northerly corner of a called 0.7798 acre tract described as Tract 3 in said Volume 2424, Page 1248 (DIRECT);

THENCE South 18 deg. 58 min. 50 sec. East along the East line of said 141.524 acre tract and the West line of said 0.7798 acre tract, a distance of 816.36 feet to a 1/2" capped iron rod set for the southerly corner of said 0.7798 acre tract and being in the West line of said 40.889 acre tract;

THENCE South 12 deg. 44 min. 40 sec. East along the East line of said 141.524 acre tract and the West line of said 40.889 acre tract, a distance of 19.10 feet to a 1/2" capped iron rod set for the northerly corner of a called 0.2831 acre tract described as Tract 2 in said Volume 2424, Page 1248 (DIRECT);

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THENCE South 08 deg. 46 min. 58 sec. East along the East line of said 141.524 acre tract, the West line of said 0.2831 acre tract, and the West line of a called 0.7778 acre tract described in a deed to Hiram Clay Schoolfield, et ux recorded in Volume 2105, Page 1459 (DIRECT), a distance of 855.83 feet to a 1/2" capped iron rod found stamped "RPLS 4466" for the Southeast corner of said 141.524 acre tract, the southerly corner of said 0.7778 acre tract, the Southwest corner of said 40.889 acre tract, and being in the North right-of-way line of Farm to Market Highway No. 1446 (80' right-of-way width), from which a 1/2" iron rod found for a P.I. in said right-of-way bears North 84 deg. 07 min. 41 sec. East – 903.57 feet;

THENCE South 84 deg. 07 min. 41 sec. West along the South line of said 141.524 acre tract and said North right-of-way line, a distance of 1056.15 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1949.86 feet, a central angle of 7 deg. 42 min. 06 sec., and being subtended by a chord which bears South 80 deg. 06 min. 44 sec. West - 261.90 feet;

THENCE in a westerly direction along said curve to the left, the South line of said 141.524 acre tract, and said North right-of-way line, a distance of 262.10 feet to a 1/2" capped iron rod set;

THENCE South 76 deg. 15 min. 41 sec. West tangent to said curve and continue along the South line of said 141.524 acre tract and said North right-of-way line, a distance of 16.06 feet to a 1/2" capped iron rod set for the Southwest corner of said 141.524 acre tract and the Southeast corner of a called 195.17 acre tract described in a deed to ACCRU, Inc. recorded in Volume 1737, Page 2029 (DIRECT), from which a 60D nail found bears South 31 deg. 29 min. 58 sec. East – 0.33 feet;

THENCE North 31 deg. 29 min. 58 sec. West along the West line of said 141.524 acre tract and the East line of said 195.17 acre tract, a distance of 3389.99 feet to a 1/2" capped iron rod set for the Northwest corner of said 141.524 acre tract, a South corner of a called 300.765 acre tract described in a deed to Jeffrey Lane Frazier and Jeanette Marie Frazier recorded in Volume 2048, Page 1588 (DIRECT), being in the recognized South line of the J. Barker Survey and the recognized North line of the M. Myers Survey, from which a 1/2" iron rod found "bent" bears North 31 deg. 29 min. 58 sec. West – 0.71 feet;

THENCE North 58 deg. 27 min. 04 sec. East along the North line of said 141.524 acre tract, the South line of said 300.765 acre tract, the recognized South line of the J. Barker Survey, and the recognized North line of the M. Myers Survey, a distance of 660.45 feet to a 1/2" iron rod found for the Southeast corner of said 300.765 acre tract and the Southwest corner of said 1040.641 acre tract;

THENCE North 30 deg. 52 min. 01 sec. West departing the North line of said 141.524 acre tract and said survey lines and continue along the West line of said 1040.641 acre tract and the East line of said 300.765 acre tract, a distance of 2132.69 feet to a 1/2" capped iron rod found stamped "RPLS 4466" for the Northeast corner of said 300.765 acre tract and being the Southeast corner of said 398.282 acre tract;

THENCE South 59 deg. 04 min. 49 sec. West along the South line of said 398.282 acre tract and the North line of said 300.765 acre tract, a distance of 3095.33 feet to a 1/2" iron rod found for the Northeast corner of said 99.991 acre tract;

THENCE South 30 deg. 52 min. 12 sec. East departing the South line of said 398.282 acre tract and continue along the East line of said 99.991 acre tract, a distance of 1419.80 feet to a 1/2" capped iron rod set for the Southeast corner of same;

THENCE South 59 deg. 04 min. 49 sec. West along the South line of said 99.991 acre tract, a distance of 3067.77 feet to a 1/2" capped iron rod found "illegible" for the Southwest corner of same, being in the recognized West line of the B. Wiltshire Survey and the East line of the J. W. Brock Survey, Abstract No. 129, said point being in the apparent right-of-way of Lone Elm Road;

THENCE North 30 deg. 52 min. 12 sec. West along the West line of said 99.991 acre tract, the West line of said 398.282 acre tract, the East line of a called 132.09 acre tract described in a deed to Richard E. Wood recorded in Volume 630, Page 1040 (DIRECT), the recognized West line of the B. Wiltshire Survey, the recognized East line of

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the J. W. Brock Survey, and generally along the centerline of Lone Elm Road, a distance of 2347.89 feet to a railroad spike found in said centerline for the Southeast corner of a called 21.607 acre tract described in a deed to Duane Walker and Clinton S. Walker recorded in Volume 2522, Page 1807 (DIRECT), the Northeast corner of said 132.09 acre tract, and being the recognized Northeast corner of the J. W. Brock Survey and the recognized Southeast corner of the E. H. Belcher Survey;

THENCE North 30 deg. 36 min. 54 sec. West along the West line of said 398.282 acre tract, the East line of said 21.607 acre tract, the recognized East line of the E. H. Belcher Survey, the recognized West line of the B. Wiltshire Survey, and generally along the centerline of Lone Elm Road, a distance of 1069.50 feet to a railroad spike found for the most westerly Northwest corner of said 398.282 acre tract, the South line of said 182.727 acre tract, an ell corner of said 21.607 acre tract, the recognized Southwest corner of the J. Barker Survey, the recognized Northwest corner of the B. Wiltshire Survey, and the recognized East line of the E. H. Belcher Survey, and being in the apparent right-of-way line of Lone Elm Road;

THENCE South 59 deg. 14 min. 03 sec. West departing said survey lines and continue along the East line of said 21.607 acre tract and the South line of said 182.727 acre tract, a distance of 9.39 feet to a railroad spike found in the centerline of Lone Elm Road for the Southwest corner of said 182.727 acre tract and an ell corner of said 21.607 acre tract;

THENCE in a northerly direction along the East and North lines of said 21.607 acre tract, the West line of said 182.727 acre tract, and the centerline of Lone Elm Road the following seven (7) courses;

North 36 deg. 38 min. 20 sec. West, a distance of 137.89 feet to a P.K. nail set;

North 31 deg. 46 min. 43 sec. West, a distance of 526.65 feet to a railroad spike found;

North 36 deg. 29 min. 06 sec. West, a distance of 390.51 feet to a railroad spike found;

North 28 deg. 08 min. 21 sec. West, a distance of 116.40 feet to a railroad spike found;

North 20 deg. 06 min. 52 sec. West, a distance of 238.25 feet to a railroad spike found for a Point of Curvature of a non-tangent circular curve to the left, having a radius of 135.00 feet, a central angle of 99 deg. 54 min. 23 sec., and being subtended by a chord which bears North 69 deg. 38 min. 15 sec. West - 206.69 feet;

Continue in a northwesterly direction along said curve to the left, a distance of 235.40 feet to a railroad spike found;

South 60 deg. 25 min. 46 sec. West, a distance of 239.14 feet to a railroad spike found for the Northwest corner of said 21.607 acre tract and being a Southwest corner of said 182.727 acre tract;

THENCE North 38 deg. 11 min. 55 sec. West departing said centerline and continue along the West line of said 182.727 acre tract, at 4.36 feet pass a cotton spindle found for the Southeast corner of a called 5.0854 acre tract described in a deed to Cesar Gabriel Alvarado, et al recorded in Volume 2827, Page 1025 (DIRECT) and continue a total distance of 30.42 feet to a 1/2" iron rod found;

THENCE North 31 deg. 37 min. 24 sec. West along the West line of said 182.727 acre tract, the West line of said 681.000 acre tract, and the East line of said 5.0854 acre tract, a distance of 1519.11 feet to a 1/2" iron rod found for an ell corner of said 681.000 acre tract, the Northeast corner of said 5.0854 acre tract, being in the Southeast line of said 151.499 acre tract, and being in the recognized Southeast line of the J. J. Davidson Survey;

THENCE South 58 deg. 49 min. 03 sec. West along the Southeast line of said 151.499 acre tract and the recognized Southeast line of the J. J. Davidson Survey, at 143.23 feet pass 1/2" iron rod found for the Northwest corner of said 5.0854 acre tract, at 424.16 feet pass a 1/2" iron rod found which bears Southeast 0.87 feet, at 712.18 feet pass a 1/2" iron rod found which bears Southeast 1.74 feet, and continue a total distance of 1266.40 feet to a 1.5" iron pipe found for the most southerly corner of said 151.499 acre tract, the most easterly corner of a called 23.699 acre tract described in a deed to the Gary Pohlman and Catherine Pohlman Revocable Living Trust recorded in Volume 2570, Page 766

EXHIBIT B TO RESOLUTION CREATING EMORY LAKES PID

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(DIRECT), said point being in the recognized Southeast line of the J. J. Davidson Survey, and the recognized Northwest line of the E. Ballard Survey;

THENCE North 31 deg. 15 min. 57 sec. West departing said survey lines and continue along the Southwest line of said 151.499 acre tract, the Northeast line of said 23.699 acre tract, the Northeast line of a called 13.193 acre tract described in a deed to Mike Green, et al recorded in Volume 1865, Page 2013 (DIRECT), and a Northeast line of a called 5.48 acre tract described in a deed to Sharon Hobbs recorded in Instrument No. 1521807 (DIRECT), a distance of 1466.49 feet to a 1/2" capped iron rod set for an ell corner of said 151.499 acre tract and an ell corner of said 5.48 acre tract;

THENCE North 58 deg. 19 min. 03 sec. East along a Northwest line of said 151.499 acre tract and a Southeast line of said 5.48 acre tract, a distance of 672.39 feet to a 1/2" capped iron rod set for an ell corner of said 151.499 acre tract and the most easterly corner of said 5.48 acre tract;

THENCE North 31 deg. 00 min. 42 sec. West along the Southwest line of said 151.499 acre tract, the Northeast line of said 5.48 acre tract, and the Northeast line of a called 119.3 acre tract described in a deed to Katherine Ann Pitts recorded in Volume 1133, Page 31 (DIRECT), a distance of 2105.26 feet to a 1/2" capped iron rod set for a Northwest corner of said 151.499 acre tract and being the Southwest corner of a called 1.34 acre tract described in a deed to Robert Armstrong, et al recorded in Volume 1815, Page 1883 (DIRECT);

THENCE North 59 deg. 52 min. 53 sec. East along the Northwest line of said 151.499 acre tract and the South line of said 1.34 acre tract, a distance of 246.50 feet to a 1/2" capped iron rod found stamped "TEXAS SURVEYORS" for an ell corner of said 151.499 acre tract and the Southeast corner of said 1.34 acre tract;

THENCE North 19 deg. 07 min. 42 sec. West along a West line of said 151.499 acre tract and the East line of said 1.34 acre tract, at 216.69 feet pass a 1/2" capped iron rod found stamped "TEXAS SURVEYORS", and continue a total distance of 225.94 feet to a P.K. nail set for the most northerly Northwest corner of said 151.499 acre tract, the Northeast corner of said 1.34 acre tract, said point being in Lone Elm Road;

THENCE North 58 deg. 10 min. 50 sec. East along the Northwest line of said 151.499 acre tract, a distance of 778.04 feet to a P.K. nail set for the most northerly Northeast corner of same, the Northwest corner of a called 10.398 acre tract described in a deed to Jay Lindstrom, et al recorded in Volume 2782, Page 1786 (DIRECT), said point being in Lone Elm Road;

THENCE South 23 deg. 02 min. 22 sec. East along the Northeast line of said 151.499 acre tract and the West line of said 10.398 acre tract, at 30.26 feet pass a 1/2" capped iron rod found stamped "WLSC", and continue a total distance of 1040.17 feet to a 1/2" iron rod found;

THENCE South 32 deg. 49 min. 01 sec. East along the Northeast line of said 151.499 acre tract and the West line of said 10.398 acre tract, a distance of 600.03 feet to a 1/2" iron rod found for an ell corner of said 151.499 acre tract and the Southwest corner of said 10.398 acre tract;

THENCE North 60 deg. 11 min. 33 sec. East along a North line of said 151.499 acre tract and the South line of said 10.398 acre tract, at 299.94 feet pass a 1/2" capped iron rod found stamped "WLSC" for the Southeast corner of said 10.398 acre tract and the Southwest corner of a called 10.339 acre tract described in a deed to Dawn Knox recorded in Volume 2791, Page 1504 (DIRECT), at 606.40 feet pass a 1/2" capped iron rod found stamped "WLSC" for the Southeast corner of said 10.339 acre tract and the Southwest corner of a called 11.168 acre tract described in a deed to David P. Hein, Jr., et al recorded in Volume 2788, Page 2140 (DIRECT), and continue a total distance of 946.14 feet to a 1/2" capped iron rod set for the most easterly Northeast corner of said 151.499 acre tract, the Southeast corner of said 11.168 acre tract, being in the Southwest line of said 681.000 acre tract, and being in the recognized Southwest line of the J. Barker Survey, and the Northeast line of the J. J. Davidson Survey, from which a 1/2" iron rod found bears North 60 deg. 11 min. 33 sec. East – 1.30 feet;

THENCE North 31 deg. 16 min. 02 sec. West along the Southwest line of said 681.000 acre tract, the Northeast line of said 11.168 acre tract, and the recognized Southwest line of the J. Barker Survey and the recognized Northeast line of the J. J. Davidson Survey, a distance of 1060.24 feet to a 1/2" iron rod found for a Northwest corner of said 681.000

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acre tract and the Southwest corner of a called 10.059 acre tract described in a deed to Mark Livingston and Monica Louise Livingston recorded in Volume 2559, Page 2132 (DIRECT);

THENCE North 58 deg. 36 min. 52 sec. East departing the Northeast line of said 11.168 acre tract and said survey lines and continue along the Northwest line of said 681.000 acre tract, the South line of said 10.059 acre tract, the South line of a called 10.059 acre tract described in a deed to Joe Bourland and Barbara Bourland recorded in Volume 2559, Page 2122 (DIRECT), and the South line of a remainder of called 58.092 acre tract described in a deed to Armstrong 98, LLC recorded in Volume 2431, Page 1623 (DIRECT), a distance of 1893.09 feet to a 1/2" capped iron rod found for the Southeast corner of said 58.092 acre tract;

THENCE North 31 deg. 34 min. 40 sec. West along the Northwest line of said 681.000 acre tract and the East line of said 58.092 acre tract, a distance of 11.05 feet to a 1/2" capped iron rod set for the Southwest corner of a called 8.000 acre tract described in a deed to Iglesia Vaquera recorded in Volume 2504, Page 887 (DIRECT);

THENCE North 58 deg. 40 min. 31 sec. East along the Northwest line of said 681.000 acre tract and the South line of said 8.000 acre tract, a distance of 289.78 feet to a 60D nail found for the Southeast corner of said 8.000 acre tract and the Southwest corner of a called 13.885 acre tract described in a deed to Nelson C. Ridgway recorded in Volume 1948, Page 238 (DIRECT);

THENCE North 58 deg. 40 min. 33 sec. East along the Northwest line of said 681.000 acre tract and the South line of said 13.885 acre tract, a distance of 601.09 feet to a 5/8" iron rod found for the Southeast corner of said 13.885 acre tract and the Southwest corner of a called 10.168 acre tract described as Tract 1 in a deed to Rapepat Unarut recorded in Volume 2517, Page 1087 (DIRECT);

THENCE North 58 deg. 37 min. 40 sec. East along the Northwest line of said 681.000 acre tract and the South line of said 10.168 acre tract, a distance of 439.41 feet to a 1/2" iron rod found for the Southeast corner of said 10.168 acre tract and the Southwest corner of a called 3.0 acre tract described as Tract 2 in said Volume 2517, Page 1087 (DIRECT);

THENCE North 58 deg. 43 min. 52 sec. East along the Northwest line of said 681.000 acre tract and the South line of said 3.0 acre tract, a distance of 372.79 feet to a 1/2" iron rod found for an ell corner of said 681.000 acre tract, the Southeast corner of said 3.0 acre tract, and being in the East line of Memory Lane (12' wide private road);

THENCE North 31 deg. 19 min. 29 sec. West along the Northwest line of said 681.000 acre tract and the East line of said Memory Lane, a distance of 899.22 feet to a 1/2" iron rod found for a Northwest corner of said 681.000 acre tract and the Southwest corner of said 1.725 acre tract;

THENCE North 76 deg. 25 min. 44 sec. East along the North line of said 681.000 acre tract and the South line of said 1.725 acre tract, a distance of 416.30 feet to a 1/2" iron rod found for an ell corner of said 681.000 acre tract and the Southeast corner of said 1.725 acre tract;

THENCE North 22 deg. 02 min. 17 sec. West along the West line of said 681.000 acre tract and the East line of said 1.725 acre tract, a distance of 225.35 feet to the POINT OF BEGINNING, containing 122,545,629 square feet or 2813.26 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

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PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CORPORATE LIMITS OF THE CITY OF WAXAHACHIE, TEXAS

This petition (the "Petition") is submitted and filed with the City Secretary of the City of Waxahachie, Texas (the "City"), by Walton Texas, LP, a Texas limited partnership ("Walton Texas") acting in its own capacity as an owner and for and on behalf of various other owners of undivided interests in the Property (as defined below) (the "UDI Owners"), in its capacity as manager, operator or agent, as applicable, Walton TX Dallas Kemp Ridge LP, an Alberta limited partnership ("Walton Kemp Ridge"), and Walton TX Dallas Kemp Ranch LP 1, an Alberta limited partnership ("Walton Kemp Ranch") (Walton Texas, the UDI Owners, Walton Kemp Ridge, and Walton Kemp Ranch are collectively referred to herein as the "Owners"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), requesting that the City create a public improvement district (the "District") to include property owned by the Owners and located within the corporate limits of the City (the "Property"), more particularly described in Exhibit A and depicted in Exhibit B. In support of this Petition, the Owners present the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by §372.003(b) of the Act that are necessary for the development of the Property, which public improvements will include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements; (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) design, construction and other allowed costs related to special supplemental services for improvement and promotion of the District, including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (9) payment of expenses incurred in the establishment, administration and operation of the District; and, (10) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the "Authorized Improvements"). These Authorized Improvements shall promote the interests of the City and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owners estimate that the total cost of the Authorized Improvements is \$300,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The City shall levy an assessment on each lot 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). If paid in annual installments, the annual 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.

Section 5. Proposed Apportionment of Cost between the District and the City. The City shall 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 Owners or their successors in interest.

Section 6. Management of the District. The Owners propose 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 7. Owners Request Establishment of the District. The persons signing this Petition request the establishment of the District. This petition may be signed in multiple counterparts which, when taken together, shall be deemed one original.

Section 8. Advisory Board. The Owners propose that the District be established and managed without the creation of an advisory body.

This Petition has been signed by and on behalf of (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real 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 in support of the creation of the District by the City Council as herein provided. The undersigned requests that the City Council grant its consent as above stated.

SIGNATURES APPEAR ON FOLLOWING PAGES

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(16)

RESPECTFULLY SUBMITTED, on this the 8 day of January, 2021.

OWNER/WALTON TEXAS:

WALTON TEXAS, LP,
a Texas limited partnership

By: Walton Texas GP, LLC,
a Texas limited liability company
Its: General Partner

By: Walton International Group, Inc.,
a Nevada corporation
Its: Manager

By: Kate Kaminski
Name: Kate Kaminski
Title: Chief Operating Officer

SIGNATURES ARE CONTINUED ON THE NEXT PAGE

(10)

OWNER/WALTON TEXAS:

WALTON TEXAS, LP,

**a Texas limited partnership, on behalf of all other UDI
Owners in its capacity as manager, operator or agent,
as applicable**

**By: Walton Texas GP, LLC,
a Texas limited liability company
Its: General Partner**

**By: Walton International Group, Inc.,
a Nevada corporation
Its: Manager**

**By: Kate Kaminski
Name: Kate Kaminski
Title: Chief Operating Officer**

SIGNATURES ARE CONTINUED ON THE NEXT PAGE

(16)

OWNER/WALTON KEMP RANCH:

WALTON TX DALLAS KEMP RANCH LP 1,
an Alberta limited partnership

By: Walton TX Dallas Kemp Ranch Corporation,
an Alberta corporation
Its: General Partner

By: 

Name: Kate Kaminski

Title: Chief Operating Officer

By: 

Name: Rebecca Bruce

Title: Chief Financial Officer

SIGNATURES ARE CONTINUED ON THE NEXT PAGE

(116)

OWNER/WALTON KEMP RIDGE:

**WALTON TX DALLAS KEMP RIDGE LP,
an Alberta limited partnership**

**By: Walton TX Dallas Kemp Ridge Corporation,
an Alberta corporation
Its: General Partner**

By: 
Name: Kate Kaminski
Title: Chief Operating Officer

By: 
Name: Rebecca Bruce
Title: Chief Financial Officer

END OF SIGNATURES

PUBLISH ONE (1) TIME ON SUNDAY, MARCH 28, 2021

**CITY OF WAXAHACHIE, TEXAS
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Waxahachie, Texas on **April 19, 2021** at 7:00 p.m. at Waxahachie City Council Chambers, 401 S. Rogers St., Waxahachie, Texas 75165. The public hearing will be held to consider proposed assessments to be levied against the assessable property within the North Grove Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are: (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) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) 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.

The total costs of the Authorized Improvements that benefits property within Improvement Area #2 of the District is approximately \$5,281,655.00. The total costs of Authorized Improvements to benefit future phases within the District cannot be determined with certainty at this time.

The boundaries of the District include approximately 768 acres of land generally located north of Brown Street, east of N. Highway 77, west of FM 813, south of Grove Creek Road, and located within the City. The boundaries of Improvement Area #2 of the District include approximately 79 acres of land within the District, as more particularly described by a metes and bounds description is available at Waxahachie City Hall and available for public inspection.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

(17)

A copy of the Improvement Area #2 Assessment Roll relating to the Improvement Area #2 Improvements, which Improvement Area #2 Assessment Roll includes the assessments to be levied against each parcel within Improvement Area #2 of the District for the Improvement Area #2 Improvements, is available for public inspection at the office of the City Secretary, 401 S. Rogers St., Waxahachie, Texas 75165.

Any interested person may be heard at the Public Hearing.

Lori Cartwright, City Secretary

CITY OF WAXAHACHIE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WAXAHACHIE ACCEPTING AND APPROVING AN UPDATED SERVICE AND ASSESSMENT PLAN AND AN IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR THE NORTH GROVE PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Waxahachie, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the City to be known as the North Grove Public Improvement District (the "District"); and

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

WHEREAS, on September 15, 2014, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the PID Act and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 1189 (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the District in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, following adoption of the Authorization Resolution, the City published the Authorization Resolution in a newspaper of general circulation in the City; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after publication of the Authorization Resolution; and

WHEREAS, on March 15, 2021, the City Council adopted a resolution approving a preliminary service and assessment plan update, determining the total costs of the Improvement Area #2 Improvements (as defined in the Service and Assessment Plan, defined below), calling for a public hearing to consider the levying of the Special Assessments against the property within Improvement Area #2 (as defined in the Service and Assessment Plan) of the District (the "Improvement Area #2 Assessments"), authorizing and directing the filing of a proposed assessment roll for Improvement Area #2 of the District (the "Improvement Area #2 Assessment Roll"), authorizing and directing the publication of notice of a public hearing to consider the levying of the Improvement Area #2 Assessments against the property within Improvement Area #2 of the District (the "Levy and Assessment Hearing") in a newspaper of general circulation in the City, and directing related action; and

WHEREAS, on March 15, 2021, the City Secretary filed the Improvement Area #2 Assessment Roll and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on March 28, 2021 in the *Waxahachie Sun*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known address of the owners of the property liable for the Improvement Area #2 Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on *April 19, 2021*, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Improvement Area #2 Assessment Roll, and the proposed Improvement Area #2 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #2 Assessments, the allocation of costs of the Improvement Area #2 Improvements, the purposes of the Improvement Area #2 Assessments, the special benefits of the Improvement Area #2 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #2 Assessments; and

WHEREAS, the City Council finds and determines that the Improvement Area #2 Assessment Roll and the North Grove Public Improvement Service and Assessment Plan, dated February 25, 2015, as updated for Improvement Area #2 on April 19, 2021 (as updated, the

“Service and Assessment Plan”), in a form substantially similar to the attached as *Exhibit A* hereto, which final form shall be approved by the City Manager and the City’s land use attorney, and which is incorporated herein for all purposes, should be approved and that the Improvement Area #2 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Improvement Area #2 Assessment Roll attached thereto as Appendix E; and

WHEREAS, the City Council further finds that there were no written objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of costs of the Improvement Area #2 Improvements, the Improvement Area #2 Assessment Roll, or the levy of the Improvement Area #2 Assessments; and

WHEREAS, the City Council closed the Levy and Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. Terms.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the costs of the Improvement Area #2 Improvements (as reflected in the Service and Assessment Plan) and the Administrative Expenses (as reflected in the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel within Improvement Area #2 of the District will receive from the construction of the Improvement Area #2 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan covers a period of at least five years and defines the annual indebtedness and projected costs for the Improvement Area #2 Improvements and has been reviewed and updated annually, including by the Service and Assessment Plan attached hereto;

(c) The Service and Assessment Plan apportions the cost of the Improvement Area #2 Improvements to be assessed against the property in Improvement Area #2 of the

District and such apportionment is made on the basis of special benefits accruing to the property because of the Improvement Area #2 Improvements;

(d) All of the real property in Improvement Area #2 of the District which is being assessed in the amounts shown in the Improvement Area #2 Assessment Roll will be benefited by the Improvement Area #2 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits in each year equal to or greater than each annual installment of the Improvement Area #2 Assessments and will receive special benefits during the term of the Improvement Area #2 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the costs of the Improvement Area #2 Improvements and the Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #2 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the costs and Administrative Expenses;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #2 Assessment Roll in the form attached as Appendix E to the Service and Assessment Plan should be approved as the Improvement Area #2 Assessment Roll for Improvement Area #2 of the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #2 Assessments, interest on Annual Installments, interest and penalties on delinquent Improvement Area #2 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #2 Assessments should be approved and will expedite collection of the Improvement Area #2 Assessments in a timely manner in order to provide the services and improvements needed and required for Improvement Area #2 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Improvement Area #2 Assessment Roll.

The Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Improvement Area #2 Assessment Roll for Improvement Area #2 of the District.

Section 5. Levy and Payment of Special Assessments for the Estimated Costs of Improvement Area #2 Improvements.

(a) The City Council hereby levies an assessment on each parcel of Improvement Area #2 Assessed Property (excluding Non-Benefitted Property) located within Improvement Area #2 of the District, as shown and described in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, in the respective amounts shown on the Improvement Area #2 Assessment Roll as a special assessment on the properties set forth in the Improvement Area #2 Assessment Roll.

(b) The levy of the Improvement Area #2 Assessments shall be effective on the date of execution of this Ordinance levying the Improvement Area #2 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Improvement Area #2 Assessments shall be as described in the Service and Assessment Plan. The collection of the first Annual Installment of the Improvement Area #2 Assessments hereby levied against each Parcel of Improvement Area #2 Assessed Property shall commence upon the earlier of (i) the issuance of one or more series of Improvement Area #2 Bonds secured by the Improvement Area #2 Assessments, or (ii) September 1, 2022. Such first Annual Installment of an Improvement Area #2 Assessment shall be due by January 31st of the following calendar year.

(d) Each Improvement Area #2 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Improvement Area #2 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

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

(g) The Administrative Expenses for the Improvement Area #2 Assessed Property shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 6. Method of Assessment.

The method of apportioning the estimated costs of the Improvement Area #2 Improvements and the Administrative Expenses is as set forth in the Service and Assessment Plan.

Section 7. Penalties and Interest on Delinquent Assessments.

Delinquent Improvement Area #2 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law. The Improvement Area #2 Assessments shall have lien priority as specified in the PID Act, the Service and Assessment Plan, and as otherwise allowed by law.

Section 8. Prepayments of Assessments.

As provided in Section VI of the Service and Assessment Plan, the owner of any Improvement Area #2 Assessed Property may prepay the Improvement Area #2 Assessments levied by this Ordinance.

Section 9. Lien Priority.

The City Council and the owners of property in Improvement Area #2 of the District intend for the obligations, covenants and burdens on the landowners of the Improvement Area #2 Assessed Property, including without limitation the property owners' obligations related to payment of the Improvement Area #2 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Improvement Area #2 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the landowners, as the owners of the Improvement Area #2 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. The Improvement Area #2 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. Appointment of Initial Administrator and Collector of Assessments.

(a) Appointment of Administrator.

MuniCap, Inc. is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Improvement Area #2 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan, in this Ordinance and in any contract between the City and the Administrator. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Collector.

The City Council shall by future action, appoint a third-party collector of the Improvement Area #2 Assessments. The City is hereby authorized to enter into an agreement with a third-party for the collection of the Improvement Area #2 Assessments. The City may also contract with other qualified collection agents selected by the City or may collect the Improvement Area #2 Assessments on its own behalf. The costs of such collection contracts shall constitute an Administrative Expense.

Section 11. Applicability of Tax Code.

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Improvement Area #2 Assessments by the City.

Section 12. Filing in Land Records.

The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, to be recorded in the real property records of Ellis County. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council.

Section 13. Severability.

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

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Improvement Area #2 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage and execution hereof.

[Remainder of Page Intentionally Left Blank; Signature page follows]

(18)

ADOPTED, PASSED, AND APPROVED on this the 19th day of April, 2021.

ATTEST:

CITY OF WAXAHACHIE

Lori Cartwright, City Secretary

David Hill, Mayor

STATE OF TEXAS §

§

COUNTY OF ELLIS §

This instrument was acknowledged before me on the _____ day of _____, 2021 by David Hill and Lori Cartwright, as Mayor and City Secretary, respectively, of the City of Waxahachie, Texas on behalf of said City.

Notary Public, State of Texas

(SEAL)

(18)

Exhibit A

Service and Assessment Plan

(18)

NORTH GROVE PUBLIC IMPROVEMENT DISTRICT

WAXAHACHIE, TEXAS

SERVICE AND ASSESSMENT PLAN

FEBRUARY 25, 2015
AS UPDATED FOR IMPROVEMENT AREA #2 ON APRIL 19, 2021.

PREPARED BY:

MUNICAP, INC.
— PUBLIC FINANCE —

NORTH GROVE PUBLIC IMPROVEMENT DISTRICT

SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On September 15, 2014, (the “Creation Date”) the City of Waxahachie City Council approved Resolution No. 1189, which authorized the creation of the North Grove Public Improvement District (the “PID”) to finance the Actual Costs of the Public Improvements for the benefit of certain property in the PID, all of which is located within the city limits of the City of Waxahachie, Texas (the “City”). The City Council adopted Ordinance No. 2733 on March 3, 2014 to establish certain development standards for portions of the property within the PID.

Chapter 372 of the Texas Local Government Code (as amended, the “PID Act”), governs the creation of public improvement districts within the counties of the State of Texas. This Service and Assessment Plan (the “SAP”) was prepared pursuant to the PID Act. The PID Act requires that a service plan “cover a period of five years and ... define the annual indebtedness and the projected costs for improvements. It also requires the plan be reviewed and updated annually for the purpose of determining the annual budget for improvements.” The service plan for the PID is described in more detail in Section V herein.

Overview of Composition of PID Property and Ownership Interest

The North Grove Public Improvement District consists of 768 acres of property within the City limits. The property within the PID, as more particularly described herein, will be developed as a master planned community with a combination of residential and commercial development. The Owners (as hereinafter defined) of the property in the PID have determined that only a portion of the property will be developed initially. This SAP focuses primarily on the Public Improvements (hereinafter defined) within Improvement Area #1 and Improvement Area #2. Though the remainder of the property within the PID is expected to be developed, the schedule and extent of that future development has not been determined. If and when such additional areas are developed, this SAP will be amended subject to City Council approval to reflect the additional Public Improvements, the related assessments and the proposed bonds, if any, for those areas.

Improvement Area #1 consists of 483 acres within the PID. The Assessment Roll for Improvement Area #1 in the PID is attached hereto as Appendix D and is addressed in Section VII herein. The Special Assessments as shown on the Improvement Area #1 Assessment Roll (as hereinafter defined) are based on the method for establishing the Special Assessment described in Sections V and VI herein.

The Owners of the Property within the PID entered into that certain Joint Landowner and Developer Management Agreement Related to the Creation of the North Grove Public Improvement District to authorize JHDMC, Limited Liability Company to serve as the lead developer and to act on behalf of all of the Owners with respect to the formation of the PID and to share in the costs related to the formation of the PID. Those Owners subsequently entered into a Development Management Agreement for the North Grove Development Project and the Public

Improvement District dated February 26, 2015 in order to outline the process for managing the development of the Property and the PID.

Improvement Area #2 consists of 78.791 acres within the PID. The Assessment Roll for Improvement Area #2 in the PID is attached hereto as Appendix E and is addressed in Section VII herein. The Special Assessments as shown on the Improvement Area #2 Assessment Roll (as hereinafter defined) are based on the method for establishing the Special Assessment described in Sections V and VI herein.

B. DEFINITIONS

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

“Actual Cost(s)” means, with respect to a Public Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Public Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs incurred for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Public Improvement, (b) the costs incurred in preparing the construction plans for such Public Improvements, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Public Improvements, (d) a construction management fee of 4.0% of the costs incurred for the construction of such Public Improvements if an Owner is serving as the construction manager but not the general contractor, (e) the costs incurred for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) related to the Public Improvements (f) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition, construction or implementation of the Public Improvements, (g) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees, financing charges, taxes, governmental fees and charges, insurance premiums, and miscellaneous expenses, and all payments for Administrative Expenses.

“Administrative Expenses” means the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance 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 Roll, (iii) computing, levying, collecting and transmitting the Special Assessments or the installments thereof, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the Special Assessments, (v) paying and redeeming the PID Bonds, (vi) investing or depositing the Special Assessments or other monies, (vii) complying with the PID Act with respect to the PID Bonds, paying the paying agent/registrar’s and trustee’s fees and expenses (including the fees and expenses of its legal counsel), and (ix) administering the construction of the Public Improvements.

“Administrator” means an employee of the City or third party designee of the City who shall have the responsibilities provided for herein, in an Indenture relating to PID Bonds or in any other agreement approved by the City Council.

“Annual Installments” means, with respect to each Assessed Property, each annual payment of: (i) the Special Assessment (including the principal of and interest on), as shown on the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll attached hereto as Appendix D and Appendix E, respectively, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) Administrative Expenses, (iii) the Prepayment Reserve described in Section IV of this Service and Assessment Plan, and (iv) the Delinquency Reserve described in Section IV of this Service and Assessment Plan.

“Annual Service Plan Update” has the meaning set forth in Section IV of this Service and Assessment Plan.

“Appraised Value” means the appraised value of a Parcel within Improvement Area #1 as presented in the appraisal report prepared on behalf of the City and Jefferies, LLC by Jackson Claborn, Inc. dated August 27, 2014.

“Assessed Property” means any and all Parcels within the PID other than Non-Benefited Property.

“Assessment Ordinance” means each ordinance adopted by the City Council approving this SAP (or amendments or supplements to the SAP) and levying the Special Assessments.

“Assessment Roll” means, as applicable, the Improvement Area #1 Assessment Roll, the Improvement Area #2 Assessment Roll, or any other Assessment Roll included in an amendment or supplement to this SAP or in an Annual Service Plan Update.

“Authorized Improvements” means those improvements authorized under Section 372.003 of the PID Act.

“City” means City of Waxahachie, Texas.

“City Council” means the duly elected governing body of the City of Waxahachie.

“Commercial Allocated Appraised Value” means the allocation, upon future subdivision of a Commercial Parcel, of the Appraised Value of the Commercial Parcel, calculated by multiplying the Parcel’s Appraised Value prior to division by the ratio of the square feet of a commercial Lot in the newly divided Parcel to the total square feet of the Parcel prior to division.

“Commercial Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Improvement Area #1 Assessment Roll and approval of this SAP for the future development of commercial uses such as, but not limited to, office buildings, retail shopping centers, and multi-family residential projects.

“Consenting Owners” means those owners that own property within the PID and have consented to and authorized the Constructing Owner to act on their behalf with regard to the formation of the PID and the development of Improvement Area #1, as applicable and include Moritz Interest, LTD, Margaret H. Lumpkins, JHH Property Acquisition Services Limited Liability Company, Mountain Creek Partners III LLC, and 112 LLC.

“Constructing Owner” means, with respect to Improvement Area #1, JHDMC, Limited Liability Company as the Lead Developer and the Owner responsible for the construction of the Improvement Area #1 Improvements and, with respect to Improvement Area #2, BBCP North Grove 79, LLC as the Owner responsible for the construction of the Improvement Area #2 Improvements. However, it is important to note, that when a Consenting Owner, which owns property in a Future Improvement Area, chooses to develop such property then the Consenting Owner becomes a Constructing Owner for purposes of the PID Finance Agreement.

“County” means Ellis County, Texas.

“Delinquency Reserve” has the meaning set forth in Section IV.J of this SAP.

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

“Development Management Agreement” means the agreement executed by the Owners with property within the PID, which describes the terms of the relationship between the Lead Developer and Consenting Owners regarding the development of the PID.

“Excess Interest Rate” has its meaning set forth in Section IV of this SAP.

“Future Improvement Area” means those Improvement Areas within the boundaries of the PID but outside of Improvement Area #1 and Improvement Area #2 and not subject to development at this time.

“Future Improvement Area Bonds” means bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area that are secured by Special Assessments levied on Assessed Property within such Future Improvement Area. In connection with Future Improvement Area Bonds, Special Assessments related to Future Improvement Area Bonds will be levied only on property located within the Future Improvement Area for Public Improvements which serve the applicable Future Improvement Area.

“Future Improvement Area Improvements” means those Public Improvements associated with any given Future Improvement Area.

“Improvement Area” means one or more Parcels within the PID that are anticipated to be developed in the same general time period. The Parcels within an Improvement Area will be

assessed in connection with the issuance of PID Bonds or approval of a reimbursement agreement for the Public Improvements (or the portion thereof) designated in an update to the Assessment Plan that specially benefit the Assessed Property within said Improvement Area, but any Parcels outside of the Improvement Area will not be assessed.

“Improvement Area #1” means the property within the PID as depicted on the map on Table II-A consisting of approximately 483 acres within the PID and described as the sum of all Parcels shown in Appendix A-1.

“Improvement Area #1 Assessed Property” means any and all Parcels within Improvement Area #1 other than Non-Benefited Property.

“Improvement Area #1 Assessment Roll” means the Assessment Roll covering Improvement Area #1 included in this SAP as Appendix D, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Improvement Area #1 Bonds” means those certain City of Waxahachie, Texas Special Assessment Revenue Bonds, Series 2015 (North Grove Public Improvement District Project) that are secured by Special Assessments levied on the Improvement Area #1 Assessed Property.

“Improvement Area #1 Improvements” means those Public Improvements that confer special benefit on Improvement Area #1, are described in Section III.B hereto, and are to be financed with Improvement Area #1 Bonds.

“Improvement Area #2” means the property within the PID as depicted on the map on Table II-A consisting of approximately 78.791 acres within the PID and described as the sum of all Parcels shown in Appendix A-1.

“Improvement Area #2 Assessed Property” means any and all Parcels within Improvement Area #2 other than Non-Benefited Property.

“Improvement Area #2 Assessment Roll” means the Assessment Roll covering Improvement Area #2 included in this SAP as Appendix E, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act.

“Improvement Area #2 Bonds” means Bonds, if any, to be issued by the City to finance the Improvement Area #2 Improvements.

“Improvement Area #2 Developer” means BBCP North Grove 79, LLC, a Texas limited liability company, including its successors and assigns.

“Improvement Area #2 Improvements” means those Public Improvements that confer special benefit on Improvement Area #2, are described in Section III.C hereto, and are to be financed through the Improvement Area #2 Reimbursement Agreement and/or with Improvement Area #2 Bonds.

“Improvement Area #2 Owner” means BBCP North Grove 79, LLC, a Texas limited liability company, including its successors and assigns.

“Improvement Area #2 Reimbursement Agreement” means the reimbursement agreement pertaining to Improvement Area #2 between the City and the Improvement Area #2 Developer to be effective April 19, 2021, in which the developer agrees to fund the Improvement Area #2 Improvements and the City agrees to reimburse the Developer for such costs exclusively from special assessments collected from Improvement Area #2 Assessed Property or from proceeds of any Improvement Area #2 Bonds.

“Initial Indenture” means that certain Indenture of Trust dated as of March 1, 2015 between the City and Trustee relating to the Improvement Area #1 Bonds, as it may be amended from time to time.

“Indenture” means the Initial Indenture and any other indenture, trust agreement, ordinance or similar document between the City and Trustee related to the issuance of PID Bonds.

“Joint Landowner and Developer Management Agreement Related to the Creation of the North Grove Public Improvement District” means the agreement executed by the Owners within the proposed PID pursuant to which they agreed to pay the prorata share of the costs associated with formation of the PID including the costs of initial engineering, legal and financial analysis and related costs.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the Official Public Records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential Lots, the Lot Type shall be further defined by classifying the residential Lots based on the front footage of the lot, as determined by the Administrator and confirmed by the City Council.

“Non-Benefited Property” means Parcels within the boundaries of the PID that accrue no special benefit from the Public Improvements as determined by City Council, which may include Public Property. Property identified as Non-Benefited Property at the time the Assessments (i) are levied or (ii) are reallocated pursuant to a subdivision of a Parcel is not assessed. Assessed Property converted to Non-Benefited Property, if the Special Assessments may not be reallocated pursuant to Section VI.D, remains subject to the Special Assessments and requires the Special Assessments to be prepaid as provided for in Section VI.E.

“North Grove Thoroughfare Improvements Development Agreement” means that certain development agreement dated February 26, 2015 between the City and JHDMC, Limited Liability

Company describing the terms for the construction of certain of the Improvement Area #1 Improvements and the sharing of costs for certain improvements within Improvement Area #1 that do not constitute Public Improvements that the City agreed to fund.

“Owner(s)” means collectively the Consenting Owners and the Constructing Owner in relation to Improvement Area #1, including its successors and assigns:

1. Moritz Interest, LTD, a Texas Limited Partnership
2. Margaret H. Lumpkins
3. Mountain Creek Partners III LLC, a Colorado Limited Liability Corporation
4. 112 LLC, a Texas Limited Liability Corporation
5. JHH Property Acquisition Services Limited Liability Company
6. JHDMC, Limited Liability Company, a Texas Limited Liability Company.

“Owners Association” means a homeowner’s association or property owner’s association.

“Owners Association Property” means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, an owners’ association established for the benefit of a group of homeowners or property owners within the PID.

“Parcel” means a property identified by either a tax map identification number assigned by the Ellis County Appraisal District for real property tax purpose, by metes and bounds description, by lot and block number in a final subdivision plat recorded in the Official Public Records of the County, or by any other means determined by the City.

“PID” means the North Grove Public Improvement District created by the City pursuant to Resolution No. 1189 approved September 15, 2014.

“PID Act” means Chapter 372 of the Texas Local Government Code, as amended.

“PID Bonds” means the Improvement Area #1 Bonds any Improvement Area #2 Bonds, and any Future Improvement Area Bonds which may be issued to finance Public Improvements in Improvement Area #1, Improvement Area #2, or in the Future Improvement Areas.

“PID Finance Agreement” means the North Grove Public Improvement District Financing Agreement by and between the City and Owners dated February 26, 2015.

“Prepayment Costs” mean interest and expenses to the date of prepayment, plus any additional amounts due pursuant to an Indenture related to PID Bonds and allowed by law, if any, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of a Special Assessment and the PID Bonds secured by such Special Assessment.

“Prepayment Reserve” has the meaning set forth in Section IV.I of this Service and Assessment Plan.

“Property” means the approximately 768 acres of property depicted and described by metes and bounds on Exhibit A to Resolution No. 1189 as adopted by City Council on September 15, 2014.

“Public Improvements” mean the Authorized Improvements designed, constructed, and installed in accordance with this SAP.

“Public Property” means property, real property, right of way and easements located within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district, a public utility provider or any other political subdivision or public agency, whether in fee simple, through an exclusive use easement, plat, or a public utility easement.

“Residential Allocated Appraised Value” means the allocation, upon future subdivision of a Residential Parcel, of the Appraised Value of the Parcel across that Parcel’s Lot Types. The allocation is calculated by multiplying the Parcel’s Appraised Value prior to division by the ratio of the total front footage of the Lots having the same Lot Type in the new divided Parcel to the total front footage of the Parcel prior to division. The Lot Type is based on the front footage of the Lot.

“Residential Parcel” means a Parcel located within the PID which has been designated at the time of the adoption of the initial Improvement Area #1 Assessment Roll, Improvement Area #2 Assessment Roll, and approval of this SAP for the future development of single family residential homes.

“Service and Assessment Plan” or **“SAP”** or **“Assessment Plan”** means this North Grove Public Improvement District Service and Assessment Plan (as such plan is amended, supplemented or updated from time to time) adopted by the City Council in the first Assessment Ordinance.

“Special Assessment” means the assessment levied against a Parcel imposed pursuant to the Assessment Ordinance and the provisions herein, as shown on the Assessment Roll, subject to reallocation upon the subdivision of such Parcel created by such subdivision or reduction according to the provisions hereof and the PID Act.

“Trustee” means the trustee under the Initial Indenture, and any successor thereto permitted under the Initial Indenture and any other trustee under a future Indenture

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is comprised of the Property. The PID is located entirely within the City's corporate limits. It contains approximately 768 acres planned for development to include a combination of residential and commercial development as well as the associated rights of way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. Legal descriptions for all Parcels within the PID are included in Appendix B.

Table II-A
Public Improvement District Boundaries



B. PROPERTY LOCATED IN IMPROVEMENT AREA #1

Improvement Area #1 is comprised of the property depicted and described by metes and bounds on Exhibit A to Resolution No. 1189, as approved by the City Council on September 15, 2014. Improvement Area #1 contains approximately 483 acres. Improvement Area #1 is expected to be developed into approximately 1,178 single family residential lots with approximately 31 acres planned for commercial development.

A map of the property within the PID and Improvement Area #1 is shown in Table II-A.

C. PROPERTY LOCATED IN IMPROVEMENT AREA #2

Improvement Area #2 contains approximately 78.791 acres. Improvement Area #2 is expected to be developed into approximately 186 single family residential lots.

A map of the property within the PID and Improvement Area #2 is shown in Table II-A.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

372.003. Authorized Improvements

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

(b) A public improvement may include:

- (i) landscaping;
- (ii) erection of fountains, distinctive lighting, and signs;
- (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;
- (iv) construction or improvement of pedestrian malls;
- (v) acquisition and installation of pieces of art;
- (vi) acquisition, construction, or improvement of libraries;
- (vii) acquisition, construction, or improvement of off-street parking facilities;
- (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;
- (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;
- (x) the establishment or improvement of parks;
- (xi) projects similar to those listed in Subdivisions (i)-(x);
- (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- (xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;
- (xiv) payment of expenses incurred in the establishment, administration and operation of the district; and
- (xv) the development, rehabilitation, or expansion of affordable housing

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

B. DESCRIPTION OF ACTUAL COSTS OF THE IMPROVEMENT AREA #1 IMPROVEMENTS

The Improvement Area #1 Improvements are described below and their Actual Costs are shown in Table III-A. The Actual Costs to construct the Improvement Area #1 Public Improvements is \$4,530,000. The proceeds of the Improvement Area #1 Bonds will only fund Public Improvements that benefit Improvement Area #1.

The Actual Costs for Improvement Area #1 Improvements were funded both from the proceeds of the Improvement Area #1 Bonds as described herein and from funds contributed by the Developer.

A description of the Improvement Area #1 Improvements follows:

Water Distribution System Improvements

This consists of approximately 11,175 linear feet of 12" water line and approximately 5,620 linear feet of 18" water line necessary to provide water transmission throughout the tract. The lines run within a 74' ROW Thoroughfare to be constructed separately and apart from the Improvement Area #1 Public Improvements as well as along the central north-south collector street to the north end of the property and along several unnamed future streets within the southern portion of the tract. All lines included herein generally follow the alignments described within the City of Waxahachie's newly developed water master plan. These lines include a total of nine 18" water valves and forty-two 12" water valves along with thirty-one fire hydrant assemblies and all blocking and appurtenances necessary for installation of these lines.

Sanitary Sewer Collection System

Off-site: Consists of approximately 240 linear feet of 15" sanitary sewer line extending from the east edge of the Lumpkins Tract to the existing sanitary sewer line which lies adjacent to Grove Creek. Included in this is the construction of one manhole at the point of connection to the existing sanitary sewer.

On-site: This consists of approximately 4,479 linear feet of 8" sanitary sewer line, 1,800 linear feet of 10" sanitary sewer line and 260 linear feet of 12" sanitary sewer line and 2,700 linear feet of 15" sanitary sewer line. These lines run generally along a 74' ROW Thoroughfare to be constructed separately and apart from the Improvement Area #1 Public Improvements, with an outfall line running east through the Lumpkins Tract to connect with the Off-Site Sanitary Sewer Collection System described above. These lines include a total of twenty-nine manholes and all the appurtenances necessary for installation of these lines.

Sidewalks

This consists of approximately 7,680 lineal feet of 8' sidewalk along a 74' ROW Thoroughfare to be constructed separately and apart from the Improvement Area #1 Public Improvements and four (4) ADA-compliant wheelchair ramps.

Erosion, Traffic Signals and Signage

This item includes erosion and sediment control plans and traffic control for the construction of the project improvements. It also includes approximately 20 street signs and three signalized intersections along a 74' ROW Thoroughfare to be constructed separately and apart from the Improvement Area #1 Public Improvements.

Amenities Allowance

A provision of \$1,000,000 is included for amenities including entry features, landscaping and hardscape. Two (2) entry monuments with signs will be located at the Project's two key entrances and will include irrigated landscaping features (shrubs, ornamental trees, bedding plants, and groundcover). There will be enhanced paving features of stained and stamped concrete at the two main entrances into the Project as well as two crosswalks. Both entry areas will have landscape lighting as well as upgraded street light fixtures. The Primary Entry open space area will have improvements installed such as park benches.

The center line boulevard and right-of-way paralleling a 74' ROW Thoroughfare to be constructed separately and apart from the Improvement Area #1 Public Improvements will have hardwood trees planted on 30' centers. The green space area on both sides of the paving of the thoroughfare will be seeded or hydro-mulched for grass and these areas along with all of the trees will be irrigated. In addition, the \$1,000,000 of hard construction costs, softs costs and construction management fees are included in the amenity allowance budget line item.

Table III-A
Authorized Improvements – Improvement Area #1

Authorized Improvements	Hard Costs	Soft Costs	Subtotal (Hard + Soft)	Construction Management	Total
Water Distribution System	\$1,319,422	\$229,372	\$1,548,794	61749	\$1,610,543
Sanitary Sewer Collection System	\$619,566	\$107,707	\$727,273	28996	\$756,269
Sidewalks	\$242,298	\$42,122	\$284,420	11340	\$295,760
Erosion Control, Traffic Signals and Signage	\$529,875	\$92,115	\$621,990	24798	\$646,788
Amenities Allowance	\$1,000,000	\$173,842	\$1,173,842	46800	\$1,220,642
Total Authorized Improvements	\$3,711,161	\$645,157	\$4,356,319	\$173,682	\$4,530,000

C. DESCRIPTION OF ESTIMATED COSTS OF THE IMPROVEMENT AREA #2 IMPROVEMENTS

The Improvement Area #2 Improvements are described below, and their estimated costs are shown in Table III-B. The estimated costs to construct the Improvement Area #2 Improvements

is \$5,281,655. The estimated costs shown in Table III-B are estimates and may be revised through Annual Service Plan Updates.

A portion of the estimated costs for Improvement Area #2 Improvements are to be funded through the Improvement Area #2 Reimbursement Agreement and/or Improvement Area #2 Bonds as described herein.

A description of the Improvement Area #2 Improvements follows:

Water Distribution System Improvements

Consist of 8" waterline to be looped throughout Improvement Area #2 necessary to provide water transmission throughout the tract. The lines run within a 54' residential ROW dedicated to the City of Waxahachie and after acceptance of the project will be owned and maintained by the City. The water lines include three valves at all tee's and four valves at all cross intersections with other waterlines. The internal water system will connect to the City of Waxahachie's water distribution system in two locations. These lines include fire hydrants that are located at all street intersections and every 500' when street intersections are in excess of 500' distance; also included are all blocking and appurtenances necessary for installation of these lines.

Sanitary Sewer Collection System

This consists of 8" sanitary sewer line, these lines run generally along a 54' residential ROW internal to Improvement Area #2. These lines include sanitary sewer manholes spaced at no more than 500' and at all junctions with other sewer lines, and all the appurtenances necessary for installation of these lines. The internal sanitary sewer system connects to existing sanitary sewer trunk mains which are part of the City of Waxahachie wastewater collection system. Also included are any appurtenances and materials necessary for installation for sanitary sewer infrastructure.

Storm Drainage Improvements

The storm drain improvements include the large storm culverts that will cross underneath the divided entry road that convey offsite runoff from other existing areas of the PID development. The culverts will be approximately size as 4-6'x8' box culverts and parallel 3-4'x2' box culverts. The storm drainage improvements also include all the internal storm drain collection system internal to the residential development. Inlets are located approximately at all street intersections and in locations where the flow in the road exceeds City street capacity requirements. Storm drain is all sized to convey the design storms and discharges into existing natural stream channels. Also included are any appurtenances and materials necessary for installation of storm drain infrastructure.

Roadway Improvements

This item includes erosion and sediment control plans and traffic control for the construction of the project improvements. The residential paving section of 28' B-B of 6" concrete curb and gutter roadway contained within the 54' residential ROW is covered in this section. These roadways will serve Improvement Area #2 and connect to major arterial and TxDOT roadways for access in and out of the development. The roadway improvements also include a divided entry road into the development off of North Grove Blvd. The entry road consists of 2 – 25' B-B paving sections that will be utilized to serve the residential development. Also included are street signs at all intersections of intersecting ROW alignments.

Soft and Miscellaneous Costs

A provision of \$940,217 is included for amenities including entry features, landscaping and hardscape. Two (2) entry monuments with signs will be located at the two key entrances in Improvement Area #2 and will include irrigated landscaping features (shrubs, ornamental trees, bedding plants, and groundcover). Both entry areas will have landscape lighting as well as upgraded streetlight fixtures. The primary entry open space area will have improvements installed such as park benches.

Table III-B
Estimated Authorized Improvements – Improvement Area #2

Authorized Improvements	Total
Water Distribution System	\$635,926
Sanitary Sewer Collection System	\$487,543
Storm Drainage Improvements	\$1,311,045
Roadway Improvements	\$1,906,925
Other Soft and Miscellaneous Costs	\$940,217
Total Authorized Improvements	\$5,281,655

Note: Costs estimates provided by Improvement Area #2 Developer. The figures shown in Table III-B are estimates and may be revised in Annual Service Plan Updates.

Improvement Area #2 will consist of the public and/or private amenities as listed below. For reference, please see the attached concept plan in Appendix A-2. The cost of such public/private amenities is approximately \$750k - \$1M.

1. An approximately 6.8-acre park that will be dedicated to the City per the City's regional park plan. Any enhancements to the open space/regional park will be provided by the city but will be done in coordination between the developer and the City and at a time that suits the City regional parks plans.
2. An approximately 5.1-acre area to be known as the North Grove Trail Corridor (the "Trail Corridor"). The Trail Corridor will include an 8' concrete trail and leuder benches along the

trail. The cost of the Trail Corridor will be funded by the Improvement Area #2 Developer and not reimbursed through the PID. The Trail Corridor will be maintained by the Owners Association.

3. An approximately 8.6-acre area to be known as the Grove Creek Natural Habitat Preserve (the "Preserve"). The Preserve will include a nature path, leuder benches along the nature path, and a pond. The Preserve will be owned and maintained by the Owners Association.
4. An approximately 0.5-acre area to be used as an interior community park (the "Interior Park"). The Interior Park will include an open-air pavilion, leuder benches, and play structures. The Interior Park will be owned and maintained by the Owners Association.
5. A North Grove development entry space consisting of open space, leuder benches, mature trees, and lighting. The entry space will be maintained by the Owners Association.

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Improvement Area #1 Improvements were substantially completed and accepted by the City in the first quarter of 2018. It is anticipated that it will take approximately 12 months for the Improvement Area #2 Improvements to be constructed.

The Actual Costs for the Improvement Area #1 Improvements plus costs related to the issuance of the Improvement Area #1 Bonds, and payment of expenses incurred in the establishment, administration and operation of the PID is \$6,675,000 as shown in Table IV-A. The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and additional PID Bond issues, if any. The estimated costs for the Improvement Area #2 Improvements are \$5,281,655 as shown in Table IV-B. The sources and uses of funds shown in Table IV-B shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs and the issuance of the Improvement Area #2 Bonds or other additional PID Bond issues, if any. The Service Plan shall be reviewed and updated at least annually for purposes of determining the annual budget for Administrative Expenses, updating the estimated costs of the Public Improvements, and updating Assessment Rolls shown on Appendix D and Appendix E. Any update to this SAP is herein referred as an "Annual Service Plan Update."

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Table IV-A
Improvement Area #1
Sources and Uses of Funds

Sources of Funds		Total
Gross Bond Amount		\$6,675,000
Owner Contribution (a)		\$0
Total Sources of Funds		\$6,675,000
Uses of Funds		
Project Fund Deposits		
Developer/SAP Consultant		\$80,000
Developer's Counsel		\$90,000
Developer Agreement Deposit Reimbursement		\$35,000
Authorized Improvement (b)		\$4,530,000
<i>Subtotal Project Fund Deposits</i>		<i>\$4,735,000</i>
Estimated Bond Issuance Costs		
Debt Service Reserve Fund (c)		\$510,000
Capitalized Interest (d)		\$795,000
Cost of Issuance		\$384,070
Original Issuance Discount		\$67,430
Underwriters Discount (e)		\$183,500
<i>Subtotal Bond Issuance Costs</i>		<i>\$1,940,000</i>
Total Uses of Funds		\$6,675,000

(a) Owners funded all costs not covered by the PID Bonds.

(b) See Table III-A for details. Excludes PID Bond issuance costs, which are identified separately.

(c) The PID Bonds included a debt service reserve fund equal to the average annual debt service.

(d) The PID Bonds included 24 months of capitalized interest.

(e) The PID Bonds had a 2% underwriters discount and underwriters counsel fees of \$50,000.

Table IV-B summarizes the sources and uses of funds required to construct the Improvement Area #2 Improvements and issue the Improvement Area #2 PID Bonds, if any. The sources and uses of funds shown in Table IV-B shall be updated each year in the Annual Service Plan Update to reflect any revisions to the Actual Costs, the issuance of the Improvement Area #2 Bonds or other additional PID Bond issues, if any.

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Table IV-B
Improvement Area #2
Estimated Sources and Uses of Funds

Sources of Funds	Total
Assessments	\$1,870,000
Owner Contribution (a)	\$3,411,655
Total Sources of Funds	\$5,281,655
Uses of Funds	
Project Fund Deposits	
Authorized Improvement (b)	\$5,281,655
Estimated Bond Issuance Costs	
Debt Service Reserve Fund (c)	\$0
Capitalized Interest (d)	\$0
Cost of Issuance (e)	\$0
Underwriters Discount (f)	\$0
<i>Subtotal Bond Issuance Costs</i>	<i>\$0</i>
Total Uses of Funds	\$5,281,655

(a) Owners will fund all costs.

(b) See Table III-B for details.

(c) If and when PID Bonds are issued, the PID Bonds will include a debt service reserve fund equal to the average annual debt service or such other amounts as may be determined by the City at the time of issuance.

(d) If and when PID Bonds are issued, the PID Bonds may include capitalized interest.

(e) If and when PID Bonds are issued, the PID Bonds will fund costs of issuance of the PID Bonds.

(f) If and when PID Bonds are issued, the PID Bonds will have an underwriter's discount.

B. ANNUAL PROJECTED COSTS AND INDEBTEDNESS – IMPROVEMENT AREA #1

The annual projected costs and annual projected indebtedness for the first five years after the approval of this SAP update for the Improvement Area #1 Bonds are presented in Table IV-C below. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table IV-C
Improvement Area #1
Projected Costs and Indebtedness

Period Ending 9/30	Annual Projected Cost	Annual Projected Indebtedness	Annual Installments
2020 & Prior	\$6,675,000	\$6,675,000	\$1,983,243
2021	\$0	\$0	\$578,791
2022	\$0	\$0	\$571,454
2023	\$0	\$0	\$564,133
2024	\$0	\$0	\$581,828
2025	\$0	\$0	\$572,915
Total	\$6,675,000	\$6,675,000	\$4,852,363

C. ANNUAL PROJECTED COSTS AND INDEBTEDNESS – IMPROVEMENT AREA #2

The annual projected costs and annual projected indebtedness for the first five years after the approval of this SAP update for the Improvement Area #2 Reimbursement Agreement are presented in Table IV-D below. Improvement Area #2 Bonds may be issued by the City during the five-year period to pay all or a portion of the reimbursement amount owed under the Improvement Area #2 Reimbursement Agreement for reimbursement of costs of Improvement Area #2 Improvements. The projected Annual Installments are subject to revision and shall be updated in the Annual Service Plan Update to reflect any change expected for each year.

Table IV-D
Improvement Area #2
Projected Costs and Indebtedness

Period Ending 9/30	Annual Projected Cost	Annual Projected Indebtedness	Projected Annual Installments
2021	\$5,281,655	\$1,870,000	\$136,677
2022	\$0	\$0	\$135,636
2023	\$0	\$0	\$134,602
2024	\$0	\$0	\$138,576
2025	\$0	\$0	\$137,323
2026	\$0	\$0	\$136,077
Total	\$5,281,655	\$1,870,000	\$818,892

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council apportion the cost of the Public Improvements based on the special benefits conferred to each Parcel from the Public Improvements. The PID Act provides that the Actual Costs may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the City Council may establish the methods of assessing the special benefits for various classes of improvements. Table V-A details the estimated allocation of costs of the Improvement Area #1 Improvements between the Improvement Area #1 Assessed Property and Non-Benefited Property. Table V-B details the estimated allocation of costs of the Improvement Area #2 Improvements between the Improvement Area #2 Assessed Property and Non-Benefited Property.

This section of this Service and Assessment Plan is intended to describe the special benefit conferred to each Parcel within Improvement Area #1 and Improvement Area #2 of the PID as a result of the Improvement Area #1 Improvements and Improvement Area #2 Improvements, respectively, to provide the basis and justification for the determination that this special benefit exceeds the amount of the Special Assessments, and to explain the methodologies by which the City Council allocates and reallocates the special benefit for Improvement Area #1 and Improvement Area #2 of the Improvement Area #1 Improvements and Improvement Area #2 Improvements, respectively, to Parcels or Lots so that there is an equal share of the Actual Cost being apportioned to Parcels or Lots similarly benefited. The determination by the City Council of the assessment methodology set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owners, Improvement Area #2 Owner, and all future owners and developers of any Assessed Property.

As noted in the Introduction, the timetable for the development of the property within the Future Improvement Area is difficult to establish at this time and, as such, the special benefit conferred by Future Improvement Area improvements, if any, cannot be determined with absolute certainty. No special benefit is conferred to the Future Improvement Area by Improvement Area #1 Improvements or Improvement Area #2 Improvements. Accordingly, it is hereby understood and acknowledged by the City, the Owners, and the Improvement Area #2 Owner that the Special Assessments associated with the Improvement Area #1 Bonds and the Improvement Area #2 Reimbursement Agreement and/or Improvement Area #2 Bonds are the only Special Assessments that can be addressed with reasonable certainty in this Service and Assessment Plan. As a result, this Service and Assessment Plan will need to be amended, subject to City Council approval, if and when a Future Improvement Area is developed (and Future Improvement Area Bonds are issued, if any).

B. SPECIAL BENEFIT

The Assessed Property must receive a direct and special benefit from the Public Improvements, which must be equal to or greater than the amount of the Special Assessments. The Improvement Area #1 Improvements are provided for the benefit of the Improvement Area #1 Assessed Property. The Improvement Area #2 Improvements are provided for the benefit of the Improvement Area #2 Assessed Property.

When the City Council approved the SAP, one or more of the Owners owned 100% of the Improvement Area #1 Assessed Property. These Owners have acknowledged that the Improvement Area #1 Improvements confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. These Owners have ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) the SAP and the applicable Assessment Ordinance, and (iii) the levying of Special Assessments on the Improvement Area #1 Assessed Property.

When the City Council approved this SAP, the Improvement Area #2 Owner owned 100% of the Improvement Area #2 Assessed Property. The Improvement Area #2 Owner has acknowledged that the Improvement Area #2 Improvements confer a special benefit on the Assessed Property and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Improvement Area #2 Owner have ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the City Council as to the special benefits described herein and the Assessment Ordinance; (ii) the SAP and the applicable Assessment Ordinance, and (iii) the levying of Special Assessments on the Improvement Area #2 Assessed Property.

The City Council determined that funding the Actual Costs for the Improvement Area #1 Improvements and Improvement Area #2 Improvements through the PID is beneficial to the City. Accordingly, these Improvement Area #1 Improvements and Improvement Area #2 Improvements confer a special benefit to the Assessed Property, and such special benefit exceeds the amount of the Special Assessment levied on the Improvement Area #1 Assessed Property and Improvement Area #2 Assessed Property, respectively. This conclusion is supported by the evidence, information, and testimony provided to the City Council.

C. ALLOCATION OF ACTUAL COSTS OF IMPROVEMENT AREA #1 IMPROVEMENTS

The Improvement Area #1 Improvements will provide a special benefit only to the property in Improvement Area #1. The Actual Costs of the Improvement Area #1 Improvements are, therefore, allocated entirely to Improvement Area #1 Assessed Property, as shown in Table V-A.

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Table V-A
Cost Allocation of Improvement Area #1 Improvements

Authorized Improvements	Total Cost ¹	Improvement Area #1 Assessed Property		Non-Benefited Property	
		% Allocation	Share of Costs	% Allocation	Share of Costs
<i>Hard/Soft Costs</i>					
Water Distribution System	\$1,610,543	100.00%	\$1,610,543	0.00%	\$0
Sanitary Sewer Collection System	\$756,269	100.00%	\$756,269	0.00%	\$0
Sidewalks	\$295,760	100.00%	\$295,760	0.00%	\$0
Erosion Control, Traffic Signals and Signage	\$646,788	100.00%	\$646,788	0.00%	\$0
Amenities Allowance	\$1,220,642	100.00%	\$1,220,642	0.00%	\$0
Total Authorized Improvements	\$4,530,000		\$4,530,000		\$0

¹See Table III-A for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

D. ALLOCATION OF ACTUAL COSTS OF IMPROVEMENT AREA #2 IMPROVEMENTS

The Improvement Area #2 Improvements will provide a special benefit only to the property in Improvement Area #2. The Actual Costs of the Improvement Area #2 Improvements are, therefore, allocated entirely to Improvement Area #2 Assessed Property, as shown in Table V-B. The costs detailed in Table V-B represent only estimates and are subject to revision through the Annual Service Plan Updates but may not result in increased Special Assessments except as authorized under this SAP or the PID Act.

Table V-B
Cost Allocation of Improvement Area #2 Improvements

Authorized Improvements	Total Cost ¹	Improvement Area #2 Assessed Property		Non-Benefited Property	
		% Allocation	Share of Costs	% Allocation	Share of Costs
Hard/Soft Costs					
Water Distribution System	\$635,926	100.00%	\$635,926	0.00%	\$0
Sanitary Sewer Collection System	\$487,543	100.00%	\$487,543	0.00%	\$0
Storm Drainage Improvements	\$1,311,045	100.00%	\$1,311,045	0.00%	\$0
Roadway Improvements	\$1,906,925	100.00%	\$1,906,925	0.00%	\$0
Other Soft and Miscellaneous Costs	\$940,217	100.00%	\$940,217	0.00%	\$0
Total Authorized Improvements	\$5,281,655		\$5,281,655		\$0

¹See Table III-B for details. Any Public Improvement that is allocated 100% to the Assessed Property would be required to be built on a stand-alone basis.

E. SPECIAL ASSESSMENT METHODOLOGY

The City Council may assess the Actual Costs of the Public Improvements against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Public Improvements equals or exceeds the amount of the Special Assessments. The Actual Costs may

be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

Assessment Methodology for Improvement Area #1

The City Council has determined that the Actual Costs of the portion of the Improvement Area #1 Improvements to be financed with the Improvement Area #1 Bonds shall be allocated to the Assessed Property by spreading the entire Special Assessment across all Assessed Property within Improvement Area #1. This method is based on allocating the Special Assessment in the following order: 1) the allocation of 1% of the Special Assessment to the Owners Association Property; 2) the allocation between residential and commercial parcels based on the Appraised Value; and, 3) according to the following allocation:

Residential: The sum of two weighted ratios that when combined equals 100%. Those two ratios and their assigned weights (as percent of the total) are as follows: The ratio of the Appraised Value of each Residential Parcel to the total Appraised Value for all of the Residential Parcels in Improvement Area #1 (20%); and, the ratio of the estimated number of residential units within a Parcel to the total number of residential units in Improvement Area #1 (80%).

Commercial: the ratio of the Appraised Value of each Commercial Parcel to the total Appraised Value for all of the Commercial Parcels in Improvement Area #1.

Utilizing a Special Assessment methodology in this manner accomplishes several equitable goals. First, Commercial Parcels and Residential Parcels are levied assessments proportionate to the share of commercial and residential Appraised Value as a share of total Appraised Value as determined by an independent appraiser selected by the City. The result is that a Commercial Parcel pays higher annual installments given that their Appraised Value per Parcel is proportionately higher than a Residential Parcel. Within the commercial land use classification, the assessment methodology ensures that a Commercial Parcel is levied its Special Assessment proportionate to its share of the total Appraised Value. The greater that Parcel's share of Appraised Value, the more it contributes to paying the total Special Assessment. The underlying assumption is that a Commercial Parcel with more intensive use will result in a higher Appraised Value as well as increased utilization of the Improvement Area #1 Improvements. This direct relationship between intensity of use, Appraised Value and infrastructure utilization supports the application of this assessment methodology.

Within the residential land use classification, a Residential Parcel is levied a Special Assessment proportionate to not only its Appraised Value as a share of Improvement Area #1 Appraised Value, but also its share of units as a percent of total units in Improvement Area #1. As with the Commercial Parcel Special Assessments, an important underlying assumption is that a Residential Parcel of greater Appraised Value will be larger in Lot size than a Residential Parcel of lesser Appraised Value. A larger Lot can be expected to gain more in special benefit through a likely increased utilization of the Improvement Area #1 Improvements. The result is that the higher valued Residential Parcels will pay more in annual installments per lot type within a tract than Parcels of lesser appraised value. The amount of spread between what Parcels of greatest and least Appraised Value pay in Special Assessments each year is tempered by also considering a Parcel's

share of units as a percent of total Residential Parcels in Improvement Area #1. Using a combination of spreading the Special Assessment by both a Parcel's ratio of Assessed Value (20%) and share of total units (80%) ensures that difference between what a residential home pays per Lot Type throughout Improvement Area #1 provides for an equitable assessment spread throughout the Project.

The methodology of allocating the Special Assessment based on Appraised Value also provides for certainty as the Appraised Value for Improvement Area #1 was known at the time the Assessment Ordinance was adopted by the City Council. Using a different methodology, such as one that based the allocation of the Special Assessment on estimated buildout value, would have proven difficult since the development plans for the Residential Parcels and Commercial Parcels were uncertain at the time the Assessment Ordinance was adopted by the City Council.

The result of this approach is that each final residential Lot within a recorded subdivision plat with similar values will have the same Special Assessment, with larger, more valuable Lots having a proportionately larger share of the Special Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Improvement Area #1 Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots.

Appendix D-2 summarizes the allocation of the Special Assessment relating to the Improvement Area #1 Bonds for the Improvement Area #1 Assessed Property for each different tract and the Appraised Value.

Based on the cost estimates for the Improvement Area #1 Improvements, the City Council has determined that the benefit to the Improvement Area #1 Assessed Property from the Improvement Area #1 Improvements is at least equal to the Special Assessments levied on the Improvement Area #1 Assessed Property as subdivided into individual Lots.

The Special Assessment and Annual Installments for each Parcel located in Improvement Area #1 are shown on the Improvement Area #1 Assessment Roll. The Special Assessment allocated to each such Parcel will not be changed except as authorized by this SAP or the PID Act. Table V-C on the following page summarizes the initial allocation of the Special Assessment relating to Improvement Area #1 Bonds for the Improvement Area #1 Assessed Property at the time the Assessment Ordinance was adopted by the City Council.

Table V-C
Assessment Allocation for Improvement Area #1

Tract	Land Use	Appraised Value	% of Total Assessment	Total Assessment	Annual Installment	Units/SF	Estimated Buildout Value	Equivalent Tax Rate
7	Residential	\$11,000	0.1%	\$3,658	\$311	1	\$240,000	0.14
8	Residential	\$1,400,000	5.9%	\$393,825	\$33,513	95	\$21,645,000	0.15
9	Residential	\$2,100,000	10.9%	\$727,575	\$61,914	187	\$44,935,000	0.14
10	Residential	\$1,500,000	8.3%	\$554,025	\$47,145	144	\$33,165,000	0.14
11	Residential	\$2,700,000	12.9%	\$861,075	\$73,274	216	\$48,860,000	0.15
12	Residential	\$3,100,000	14.1%	\$941,175	\$80,090	232	\$59,915,000	0.13
13	Residential	\$1,750,000	8.7%	\$580,725	\$49,417	146	\$39,955,000	0.12
14	Residential	\$1,600,000	9.0%	\$600,750	\$51,122	157	\$34,440,000	0.15
Total Residential		\$14,161,000	69.9%	\$4,662,808	\$396,787	1,178	\$283,155,000	
1	Commercial	\$770,000	3.8%	\$253,650	\$21,585	128,154	\$4,240,000	0.51
2	Commercial	\$750,000	3.7%	\$246,975	\$21,017	169,884	\$4,300,000	0.49
3	Commercial	\$900,000	4.4%	\$293,700	\$24,993	148,104	\$4,520,000	0.56
4	Commercial	\$900,000	4.4%	\$293,700	\$24,993	200,376	\$4,520,000	0.56
5	Commercial	\$800,000	3.9%	\$260,325	\$22,153	317,988	\$4,751,000	0.47
6	Commercial	\$700,000	3.5%	\$233,625	\$19,881	200,376	\$4,260,000	0.46
7	Commercial	\$1,089,000	5.4%	\$360,450	\$30,673	304,920	\$8,507,000	0.36
Total Commercial		\$5,909,000	29.1%	\$1,942,425	\$165,293	1,469,802	\$35,098,000	0.18
HOA	HOA		1.0%	\$66,750	\$5,680			
Total		\$20,070,000	100.0%	\$6,675,000	\$568,017		\$318,253,000	0.18

Assessment Methodology for Improvement Area #2

The City Council has determined that the Actual Costs of the portion of the Improvement Area #2 Improvements to be financed with the Improvement Area #2 Reimbursement Agreement and/or Improvement Area #2 Bonds shall be allocated to the Improvement Area #2 Assessed Property by spreading the entire Special Assessment across all Improvement Area #2 Assessed Property within Improvement Area #2. This method is based on allocating the Special Assessment in the following order: 1) the allocation of 1% of the Special Assessment to the Owners Association Property; and 2) according to the following allocation:

Residential: Based on a ratio of the estimated buildout value and the estimated number of units to be developed on each parcel and the buildout value of all units estimated to be developed within Improvement Area #2.

Within the residential land use classification, a Residential Parcel is levied a Special Assessment proportionate to the estimated buildout value of the homes to be built on a Parcel and the total estimated build out value of all Parcels within Improvement Area #2. A larger and more valuable Lot can be expected to gain more in special benefit through a likely increased utilization of the Improvement Area #2 Improvements. The result is that the higher valued Residential Parcels will pay more in annual installments per lot type within a tract than Parcels of lesser estimated buildout value.

The result of this approach is that each final residential Lot within a recorded subdivision plat with similar estimated buildout values will have the same Special Assessment, with larger, more valuable Lots having a proportionately larger share of the Special Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Improvement Area #2 Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots.

Table V-D below summarizes the allocation of the Special Assessment relating to the Improvement Area #2 Reimbursement Agreement for the Improvement Area #2 Assessed Property for each different tract based on the projected build out value.

Based on the cost estimates for the Improvement Area #2 Improvements, the City Council has determined that the benefit to the Improvement Area #2 Assessed Property from the Improvement Area #2 Improvements is at least equal to the Special Assessments levied on the Improvement Area #2 Assessed Property as subdivided into individual Lots. The Special Assessment and Annual Installments for each Parcel located in Improvement Area #2 are shown on the Improvement Area #2 Assessment Roll. The Special Assessment allocated to each such Parcel will not be changed except as authorized by this SAP or the PID Act. Table V-D summarizes the initial allocation of the Special Assessment relating to Improvement Area #2 Reimbursement Agreement and/or Improvement Area #2 Bonds for the Improvement Area #2 Assessed Property at the time the Assessment Ordinance was adopted by the City Council.

Table V-D
Assessment Allocation for Improvement Area #2

Lot Size	Units/SF	Estimated Buildout Value	Total Special Assessment	Average Annual Installment	Special Assessment Per Unit	Average Annual Installment Per Unit	Equivalent Tax Rate (Per \$100/AV)
<i>Improvement Area #2</i>							
65'	186	\$65,100,000	\$1,851,300	\$139,998	\$9,953	\$753	\$0.22
HOA	-	-	\$18,700	-	-	-	-
Total	186	\$65,100,000	\$1,870,000	\$139,998			

Assessment Methodology for Future Improvement Areas

When and if the Future Improvement Areas are developed and the issuance of Future Improvement Area Bonds are contemplated, this SAP will be amended to determine the assessment methodology necessary to apply equal shares of the Actual Costs of Future Improvement Area Improvements on Assessed Property similarly benefited within that Future Improvement Area.

F. SPECIAL ASSESSMENT AND ANNUAL INSTALLMENTS

The Special Assessments for the Improvement Area #1 Bonds have been levied on each parcel as shown in the Improvement Area #1 Assessment Roll. The Special Assessments for the Improvement Area #2 Reimbursement Agreement and/or Improvement Area #2 Bonds will be levied on each Parcel according to the Improvement Area #2 Assessment Roll. The Annual Installments for the Improvement Area #1 Bonds and Improvement Area #2 Reimbursement Agreement and/or Improvement Area #2 Bonds will be collected on the dates and in the amounts shown on the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll, respectively, subject to any revisions made during an Annual Service Plan Update.

G. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding assessment remaining on the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment roll shown on Appendix D and Appendix E, respectively, which are subject to revision through Annual Service Plan Updates.

H. EXCESS INTEREST RATE

Pursuant to the PID Act, the interest rate for Special Assessments may exceed the actual interest rate per annum paid on bonds issued by a PID by no more than one half of one percent (0.50%) per annum, (the "Excess Interest Rate"). For the PID, there will be forty percent (40.0%) of the funds generated by the Excess Interest Rate (i.e. 0.20%) per annum that is dedicated to fund the Prepayment Reserve. The remaining sixty percent (60.0%) balance of the funds generated by the Excess Interest Rate (i.e. 0.30%) per annum is dedicated to the Delinquency Reserve.

I. PREPAYMENT RESERVE

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to fund the associated interest charged between the date of prepayment of a Special Assessment and the date on which related PID Bonds are actually redeemed ("the Prepayment Reserve"). The Prepayment Reserve shall be funded each year until it reaches 1.5% of the par amount of the related PID Bonds, but in no event will the annual collections be more than 0.20% per annum higher than the actual interest rate paid on the related PID Bonds. If the PID Act is subsequently amended to allow a prepayment of a Special Assessment to include all applicable interest from the date of prepayment through and including the date of the regularly scheduled PID Bond payments to be charged upon the prepayment of the Special Assessment, the 0.20% per annum allocated to fund the associated interest charged between the date of prepayment of the Special Assessment and the date on which PID Bonds are actually prepaid may be eliminated at the election of the City. If the Prepayment Reserve requirement is so eliminated or in a given year the additional reserve is fully funded at 1.5% of the par amount of the PID Bonds, the City can allocate the Prepayment Reserve component of the Excess Interest Rate collected during that year to the Delinquency Reserve or to

pay Administrative Expenses or for any other use that benefits the Assessed Property as set forth in the Indenture and as determined by the City.

J. DELINQUENCY RESERVE

As described above, a portion of the funds generated by the Excess Interest Rate will be allocated to offset any possible delinquent payments. This additional reserve (the “Delinquency Reserve”) shall be funded each year up to 4.0% of the par amount of the related PID Bonds, but in no event will the annual collection of the Delinquency Reserve be more than 0.30% per annum higher than the actual interest rate paid on the related PID Bonds. If in a given year the additional reserve is fully funded at 4.0% of the par amount of the related PID Bonds, the City can allocate the Delinquency Reserve component of the Excess Interest Rate collected during that year to redeem PID Bonds or to pay Administrative Expenses or for any other use that benefits the Assessed Property as set forth in the Indenture, as determined by the City.

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VI. TERMS OF THE SPECIAL ASSESSMENTS

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

The Special Assessments and Annual Installments for each Improvement Area #1 Assessed Property are shown on the Improvement Area #1 Assessment Roll in Appendix D. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Improvement Area #1 Bonds, to fund the Prepayment Reserve for the Improvement Area #1 Bonds and Delinquency Reserve for the Improvement Area #1 Bonds, and to cover the Administrative Expenses of Improvement Area #1.

B. AMOUNT OF SPECIAL ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE IMPROVEMENT AREA #2

The Special Assessments and Annual Installments for each Improvement Area #2 Assessed Property are shown on the Improvement Area #2 Assessment Roll in Appendix E. The Special Assessment and Annual Installments shall not be changed except as authorized under the terms of this SAP and the PID Act. The Annual Installments shall be collected in an amount sufficient to pay principal and interest on the Improvement Area #2 Reimbursement Agreement, to cover the Administrative Expenses of Improvement Area #2, and, in the event Improvement Area #2 Bonds are issued, sufficient to pay the principal and interest on the Improvement Area #2 Bonds, to fund the Prepayment Reserve and the Delinquency Reserve for the Improvement Area #2 Bonds.

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

When and if Future Improvement Areas are developed, this Service and Assessment Plan will be amended to determine the Special Assessment and Annual Installments associated with the costs of Future Improvement Area Improvements for each Parcel located within a Future Improvement Area. The Assessment shall not exceed the benefit received by the Assessed Property.

D. REALLOCATION OF SPECIAL ASSESSMENTS FOR PARCELS LOCATED WITHIN IMPROVEMENT AREA #1 AND IMPROVEMENT AREA #2

Upon Division Prior to Recording of Subdivision Plat

1. Improvement Area #1

Upon the division of any Improvement Area #1 Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Special Assessment for the Improvement Area #1 Assessed Property prior to the division among the newly divided Improvement Area #1 Assessed Properties according to the following formula:

$$A = B \times \frac{\text{RESIDENTIAL}}{\{[(C \div D) * E] + [(F \div G) * H]\}}$$

Where the terms have the following meanings:

- A = the Special Assessment for the new subdivided Parcel
- B = the Special Assessment for the Parcel prior to division
- C = the residential allocated appraised value of the new divided Parcel
- D = the appraised value for the Parcel prior to division
- E = Weight for the ratio of the appraised land value = 20%
- F = the estimated number of residential Lots for the new divided Parcel
- G = the sum of the estimated number of residential Lots for the Parcel prior to division
- H = Weight for the ratio of the estimated residential Lots = 80%

$$\frac{\text{COMMERCIAL}}{A = B \times (C \div D)}$$

Where the terms have the following meanings:

- A = the Special Assessment for the new divided Parcel
- B = the Special Assessment for the Parcel prior to division
- C = the commercial allocated appraised value of the new divided Parcel
- D = the appraised value of the Parcel prior to division

Prior to the division of any Improvement Area #1 Assessed Property, the Owners shall provide the City the number of residential lots and the front footage for each residential Lot and the number and square feet for each Commercial Lot as of the date of the division of the Parcel. The calculation of the Special Assessment shall be performed by the Administrator and confirmed by the City Council based on the information described above. The calculation as confirmed by the City Council shall be conclusive. The division of any Improvement Area #1 Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

The sum of the Special Assessments for all newly divided Improvement Area #1 Assessed Properties shall equal the Assessment for the Improvement Area #1 Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Improvement Area #1 Assessed Property. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

Hypothetical examples for both residential and commercial Parcels, based on the preliminary concept plan for the Project as provided by the Owners, of how assessments will be reallocated upon division prior to the recording of a subdivision plat for Improvement Area #1 Assessed Property are attached as Appendix C.

2. Improvement Area #2

Upon the division of any Improvement Area #2 Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

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

Where the terms have the following meanings:

- A = the Assessment for the newly divided Improvement Area #2 Assessed Property
- B = the Assessment for the Improvement Area #2 Assessed Property prior to division
- C = the estimated buildout value of the newly divided Improvement Area #2 Assessed Property
- D = the sum of the estimated buildout value for all the newly divided Improvement Area #2 Assessed Properties

The sum of the Assessments for all newly divided Improvement Area #2 Assessed Properties shall equal the Assessment for the Improvement Area #2 Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Improvement Area #2 Assessed Property. The reallocation of an Assessment for an Improvement Area #2 Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and update to this Service and approved by the City Council.

Upon Subdivision by a Recorded Subdivision Plat

1. Improvement Area #1

Upon the subdivision of any Improvement Area #1 Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Special Assessment for the Improvement Area #1 Assessed Property prior to the subdivision among the new subdivided Lots according to the following formula:

$$\frac{\text{RESIDENTIAL}}{A = (B \times C)/D}$$

Where the terms have the following meanings:

- A = the Special Assessment for the new subdivided Parcel
- B = the Special Assessment for the Parcel prior to subdivision
- C = $[(a \div b) \times c] + [(d \div e) \times f]$
 - a = the sum of the residential allocated appraised values of all the new subdivided residential Lots with the same Lot Type
 - b = the appraised value for the Parcel prior to subdivision
 - c = Weight for the ratio of the appraised value = 20%

d = the sum of the number of residential Lots for the new subdivided Parcel with the same Lot Type
e = the sum of the estimated number of residential Lots for the Parcel prior to subdivision
f = Weight for the ratio of the estimated residential Lots = 80%
D = the number of residential Lots with same Lot Type

$$\frac{\text{COMMERCIAL}}{A = B \times (C \div D)}$$

Where the terms have the following meanings:

A = the Special Assessment for the new subdivided Parcel
B = the Special Assessment for the Parcel prior to subdivision
C = the commercial allocated appraised value of the new subdivided Parcel
D = the appraised value of the Parcel prior to subdivision

Prior to the recording of a subdivision plat, the Owners shall provide the City the number of residential Lots and the front footage for each Lot as of the date of the subdivision of the Parcel. The calculation of the Special Assessment shall be performed by the Administrator and confirmed by the City Council based on the information described above. The calculation as confirmed by the City Council shall be conclusive. The division of any Improvement Area #1 Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

The sum of the Special Assessments for all newly subdivided Lots shall equal the Special Assessment for the portion of the Improvement Area #1 Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Improvement Area #1 Assessed Property and for each Lot within the newly subdivided Improvement Area #1 Assessed Property. The reallocation of a Special Assessment for an Improvement Area #1 Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in a Service and Assessment Plan Update approved by the City Council.

2. Improvement Area #2

Upon the subdivision of any Improvement Area #2 Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Improvement Area #2 Assessed Property prior to the subdivision among the new subdivided Lots based on estimated buildout value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

- A = the Assessment for the newly subdivided Lot
- B = the Assessment for the Parcel prior to subdivision
- C = the sum of the estimated buildout value of all newly subdivided Lots with the same Lot Type
- D = the sum of the estimated buildout value for all the newly subdivided Lots excluding Non-Benefitted Property
- E = the number of Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Improvement Area #2 Owner shall provide the City an estimated buildout value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Improvement Area #2 Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Improvement Area #2 Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the next Annual Service Plan Update and approved by the City Council.

Upon Consolidation

Upon the consolidation of two or more Improvement Area #1 Assessed Properties or Improvement Area #2 Assessed Properties, the Special Assessment for the consolidated Improvement Area #1 Assessed Property or Improvement Area #2 Assessed Property shall be the sum of the Special Assessments for the Improvement Area #1 Assessed Properties or Improvement Area #2 Assessed Properties prior to consolidation. The reallocation of a Special Assessment for an Improvement Area #1 Assessed Property or Improvement Area #2 Assessed Property that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be calculated by the Administrator and reflected in an update to this SAP approved by the City Council. The consolidation of any Improvement Area #1 Assessed Property or Improvement Area #2 Assessed Property as described herein shall be considered an administrative action and will not require any notice or public hearing (as defined in the PID Act) by the City Council.

Upon Change from a Commercial Parcel to a Residential Parcel

Should an owner of Improvement Area #1 Assessed Property choose to change the intended land use for all or a portion of a Commercial Parcel to a Residential Parcel, the owner will, upon approval for the initial single family residential home building permit from the City, be required to pay down the Special Assessment and all Prepayment Costs for each Lot on the affected Property to a level equal to the average Special Assessment that a Lot within its similar Lot Type is assessed within Improvement Area #1.

E. MANDATORY PREPAYMENT OF SPECIAL ASSESSMENTS

If Assessed Property or a portion thereof is transferred to a party that is exempt from the payment of the Special Assessment under applicable law, or if an owner causes a Parcel or portion thereof to become Non-Benefited Property, the owner of such Parcel or portion thereof shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for such Parcel or portion thereof prior to any such transfer or act. Similarly, should the Constructing Owner choose not to form an Owners Association or, if formed, the Owners Association does not own property or control Owners Association Property, then the Constructing Owner shall pay to the City the full amount of the Special Assessment, plus all Prepayment Costs, for the Special Assessment amount allocated to Owners Association Property.

F. REDUCTION OF SPECIAL ASSESSMENTS

1. If after all Public Improvements to be funded with a series of PID Bonds have been completed and the Actual Costs for the Public Improvements are less than the Actual Costs used to calculate the Special Assessments securing such PID Bonds, resulting in excess PID Bond proceeds, then the City may, at its discretion, reduce the Special Assessment securing the series of PID Bonds for each Assessed Property pro rata such that the sum of the resulting reduced Special Assessments for all Assessed Properties equals the reduced Actual Costs and such excess PID Bond proceeds shall be applied to redeem PID Bonds of such series. The City may also use such excess bond proceeds to fund additional Public Improvements in the PID. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.
2. Similarly, if the City does not undertake some of the Public Improvements to be funded with a series of PID Bonds resulting in excess PID Bond proceeds then the City may reduce the Special Assessment securing the PID Bonds for each Assessed Property pro- rata to reflect only the Actual Costs that were expended and apply such excess PID Bond proceeds as described in F.1. above. The Special Assessments shall not be reduced to an amount less than the principal amount of the related outstanding series of PID Bonds.
3. Further, the City may apply excess PID Bond proceeds to the redemption of the PID Bonds, pay for Administrative Expenses or finance other Public Improvements.

G. PAYMENT OF SPECIAL ASSESSMENTS

1. Payment in Full

The Special Assessment for any Parcel may be paid in full at any time in accordance the PID Act. The Payment shall include all Prepayment Costs, if any. If prepayment in full will result in redemption of PID Bonds, the payment amount shall be reduced by the applicable portion of the proceeds from a debt service reserve fund applied to the redemption pursuant to the Indenture, net of any other costs applicable to the redemption of PID Bonds.

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

Upon payment in full of a Special Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the related Indenture or reimbursement agreement; whereupon, the Special Assessment for the Parcel shall be reduced to zero, and the Parcel owner's obligation to pay the Special Assessment and Annual Installments thereof shall automatically terminate. The City shall provide the owner of the affected Assessed Property a recordable "Notice of PID Assessment Termination."

At the option of a Parcel owner, the Special Assessment on any Parcel may be paid in part in an amount equal to the amount of prepaid Special Assessments plus Prepayment Costs, if any, with respect thereto. Upon the payment of such amount for a Parcel, the Special Assessment for the Parcel shall be reduced by the amount of such partial payment, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment of Annual Installments

The PID Act provides that a Special Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the City to collect interest and collection costs on the outstanding Special Assessment. A Special Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown in the Assessment Roll, which includes interest on the outstanding Special Assessment and Administrative Expenses.

The Annual Installments as listed on the Improvement Area #1 Assessment Roll have been calculated using the actual interest rate paid on the Improvement Area #1 Bonds. The Improvement Area #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Improvement Area #1 based on an interest rate of 5.00% on the Improvement Area #1 Bonds maturing in years 1 through 6 (2015-2020) and 6.00% on the Improvement Area #1 Bonds maturing in years 7-30 (2021-2045), and an Excess Interest Rate of 0.50% for the Additional Prepayment and Delinquency Reserve. Furthermore, The Annual Installments may not exceed the amounts shown on the Improvement Area #1 Assessment Roll except pursuant to any amendment or update to this SAP.

The Annual Installments as listed on the Improvement Area #2 Assessment Roll shall be paid with interest at an estimated interest rate of 4.71% per annum, which is the interest rate under the Improvement Area #2 Reimbursement Agreement. Under the PID Act, the interest rate on unpaid amounts due under the Improvement Area #2 Reimbursement Agreement may not exceed (i) for the first five years, five hundred basis points above, and (ii) after the first five years, two hundred basis points above, the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month prior to the execution of the Improvement Area #2 Reimbursement Agreement. The index approved by the City Council is the Bond Buyer Index for which the highest average rate reported in the month prior to the execution of the Improvement Area #2 Reimbursement Agreement was 2.71%. The estimated

interest rate of 4.71% per annum under the Improvement Area #2 Reimbursement Agreement therefore complies with the requirements of the PID Act. Furthermore, the principal and interest component of the Annual Installments may not exceed the amounts shown on the Assessment Roll except pursuant to any amendment or update to this SAP.

The City reserves and shall have the right and option to issue the Improvement Area #2 Bonds. In the event of issuance of the Improvement Area #2 Bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the Improvement Area #2 Bonds when due and payable, and any Excess Interest Rate, as required by and established in the Indenture authorizing and securing the Improvement Area #2 Bonds.

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

The City reserves and shall have the right and option to refund the PID Bonds in accordance with Section 372.027 of the PID Act. In the event of issuance of refunding bonds, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installment so that total Annual Installments of Special Assessments will be produced in annual amounts that are required to pay the debt service on the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute "PID Bonds" for purposes of this Service and Assessment Plan.

H. COLLECTION OF ANNUAL INSTALLMENTS

The Administrator shall, no less frequently than annually, prepare and submit to the City for its approval, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Assessed Property. Administrative Expenses shall be allocated among Assessed Properties in proportion to the amount of the Annual Installments for the Assessed Property. Each Annual Installment shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, and existing deposits for a Prepayment Reserve. Annual Installments may be collected by the City (or such entity to whom the City directs) in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act. The City may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of Assessed Property for nonpayment of the delinquent Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such Assessed

Property and such Assessed Property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such Assessed Property as they become due and payable.

Each Improvement Area #1 Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall be determined annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to Improvement Area #1 were billed in October 2015 and were due on January 31, 2016 when billed and will be delinquent if not paid prior to February 1, 2016.

Each Improvement Area #2 Annual Installment, including the interest on the unpaid amount of a Special Assessment, shall begin to be collected at the earlier of (i) the issuance of Improvement Area #2 Bonds for the Improvement Area #2 Improvements, or (ii) September 1, 2022, and be determined annually thereafter. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

I. SURPLUS FUNDS REMAINING IN THE IMPROVEMENT AREA BOND ACCOUNT

If proceeds from PID Bonds still remain after all of the Public Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

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VII. THE ASSESSMENT ROLLS

A. IMPROVEMENT AREA #1 ASSESSMENT ROLL

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

The Improvement Area #1 Assessed Property was assessed for the special benefits conferred upon the property resulting from the Improvement Area #1 Improvements. Table VII-A summarizes the \$6,675,000 in special benefit received by the Improvement Area #1 Assessed Property from the Improvement Area #1 Improvements, the costs of the PID formation, and the Improvement Area #1 Bond issuance costs. The par amount of Improvement Area #1 Bonds is \$6,675,000, which is equal to the benefit received by the Improvement Area #1 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Improvement Area #1 Assessed Property is \$6,675,000 plus annual Administrative Expenses. The Special Assessment for each Improvement Area #1 Assessed Property is calculated based on the allocation methodologies described in Section V.E. The Improvement Area #1 Assessment Roll is attached hereto as Appendix D.

Table VII-A
Improvement Area #1
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements (a)	\$4,735,000
Bond Costs of Issuance (a)	
Debt Service Reserve Fund	\$510,000
Capitalized Interest	\$795,000
Cost of Issuance	\$384,070
Original Issuance Discount	\$67,430
Underwriters Discount	\$183,500
<i>PID Formation/Bond Cost of Issuance</i>	<i>\$1,940,000</i>
Total Special Benefit	\$6,675,000
Special Benefit	
Total Special Benefit	\$6,675,000
Projected Special Assessment	\$6,675,000
Excess Benefit	\$0

(a) See Table III-A for details. Includes other project fund deposits as shown in Table IV-A.

B. IMPROVEMENT AREA #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Improvement Area #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Owners Association Property, the Public Property, the types of Public Improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Parcel.

The Improvement Area #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Improvement Area #2 Improvements. Table VII-B summarizes the \$5,281,655 in special benefit received by the Improvement Area #2 Property from the Improvement Area #2 Improvements. The principal amount of the Improvement Area #2 Reimbursement Agreement (and the maximum par amount of the Improvement Area #2 Bonds, if issued) is \$1,870,000, which is less than the benefit received by the Improvement Area #2 Assessed Property. Accordingly, the total Special Assessment to be applied to all the Improvement Area #2 Assessed Property is \$1,870,000 plus annual Administrative Expenses. The Special Assessment for each Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.E. The Improvement Area #2 Assessment Roll is attached hereto as Appendix E.

Table VII-B
Improvement Area #2
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements (a)	\$5,281,655
Bond Costs of Issuance (b)	
Debt Service Reserve Fund	\$0
Capitalized Interest	\$0
Cost of Issuance	\$0
Administrative Expense	\$0
Underwriters Discount	\$0
<i>Subtotal Bond Issuance Costs</i>	<i>\$0</i>
Total Special Benefit	\$5,281,655
Special Benefit	
Total Special Benefit	\$5,281,655
Projected Special Assessment	\$1,870,000
Excess Benefit	\$3,411,655

(a) See Table III-B for details.

(b) See Table IV-B for details. To be updated in the event the Improvement Area #2 Bonds are issued.

C. ANNUAL ASSESSMENT ROLL UPDATES

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

The Service and Assessment Plan Update shall reflect the actual interest applicable to the Improvement Area #1 Bonds and Improvement Area #2 Reimbursement Agreement and/or Improvement Area #2 Bonds on which the Annual Installments shall be paid, any reduction in the Improvement Area #1 Special Assessments or Improvement Area #2 Special Assessments, and any revisions in the Actual Costs to be funded by the Improvement Area #1 Bonds or the Improvement Area #2 Reimbursement Agreement and/or Improvement Area #2 Bonds, Owners' funds, or Improvement Area #2 Owners funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator of the PID. The City shall notify the Owners and Improvement Area #2 Owner in writing upon appointing a third party Administrator.

To the extent consistent with the PID Act, if an owner of the Assessed Property claims that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installment, that owner must send a written notice describing the error to the Administrator no later than thirty (30) days after the date the invoice or other bill for the Annual Installment is received. If the owner fails to give such notice, such owners shall be deemed to have accepted the calculation of the Assessment Roll (including the Annual Installments) and to have waived any objection to the calculation. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

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

B. TERMINATION OF ASSESSMENTS

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

C. AMENDMENTS

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

D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer (or cause the administration of) the PID, this SAP, and all Annual Service Plan Updates consistent with the PID Act.

E. SEVERABILITY

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

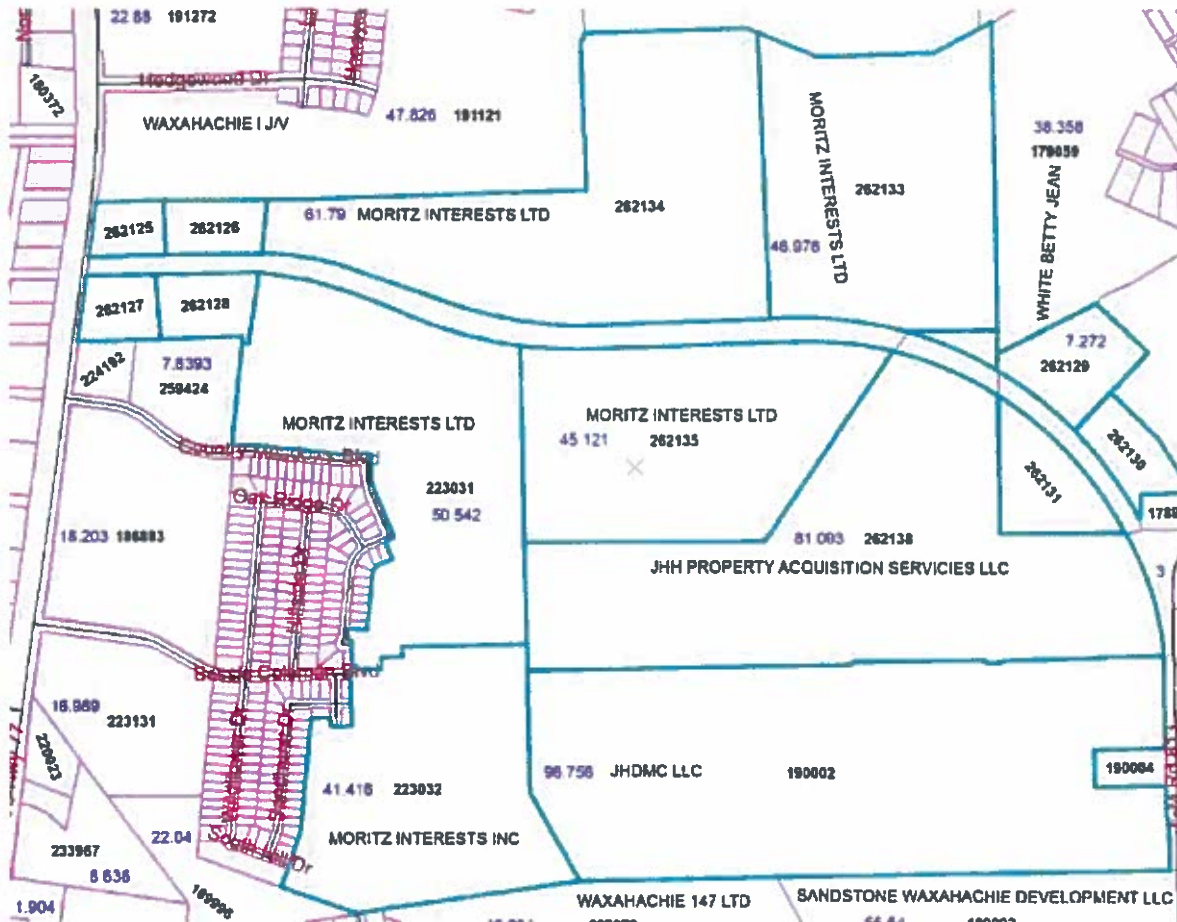
If any provision of this SAP is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this SAP and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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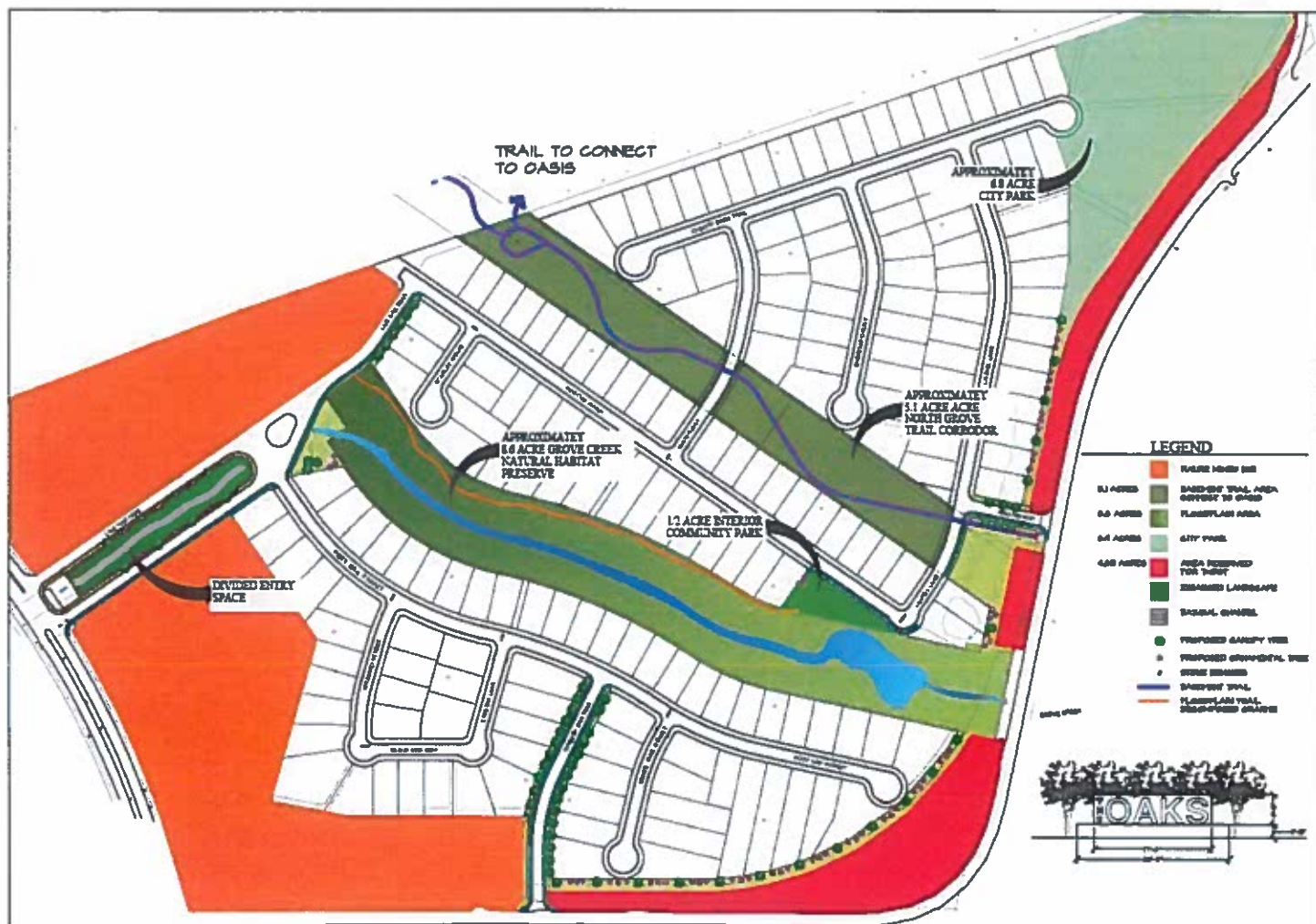
APPENDIX A
THE PID MAP

Appendix A-1 – PID MAP

Improvement Area #1



Appendix A-2 – Concept Plan



APPENDIX B
LEGAL DESCRIPTION OF THE PID

Appendix B

Legal Descriptions for Parcels within PID

Beginning at the approximate Southeast corner of a 96.908 acre tract of land as described in Vol. 1212, Pg. 563, of the Deed records of Ellis County;

THENCE S 88°45'08" W, A DISTANCE OF 3383.96', to the approximate Southeast corner of a tract of land as described in Vol. 1771, Pg. 69, D.R.E.C.T. TO A POINT;

THENCE S 79°44'22" W, A DISTANCE OF 1258.36', TO A POINT;

THENCE N 70°15'41" W, A DISTANCE OF 471.12', TO A POINT;

THENCE N 19°49'48" E, A DISTANCE OF 335.49', TO A POINT;

THENCE N 05°04'19" E, A DISTANCE OF 647.34', TO A POINT;

THENCE N 88°12'10" E, A DISTANCE OF 110.11', TO A POINT;

THENCE S 01°47'50" E, A DISTANCE OF 50.00', TO A POINT;

THENCE N 88°12'10" E, A DISTANCE OF 120.00', TO A POINT;

THENCE N 01°47'50" W, A DISTANCE OF 330.00', TO A POINT;

THENCE N 88°12'10" E, A DISTANCE OF 9.90', TO A POINT;

THENCE N 01°47'50" W, A DISTANCE OF 180.00", TO A POINT;

THENCE S 88°12'10" W, A DISTANCE OF 24.84', TO A POINT;

THENCE N 05°04'19" E, A DISTANCE OF 66.25', TO A POINT;

THENCE S 84°55'41" E, A DISTANCE OF 110.00', TO A POINT;

THENCE N 05°04'19" E, A DISTANCE OF 320.16', TO A POINT, AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TURNING TO THE RIGHT WITH A RADIUS OF 65.12', AN ARC LENGTH OF 72.47', AND WHOSE CHORD BEARS N 36°57'21" E, WITH A CHORD LENGTH OF 68.79', WITH A DELTA ANGLE OF 63°45'54", TO A POINT;

THENCE N 66°22'51" E, A DISTANCE OF 77.79', TO A POINT;

THENCE N 23°37'09" W, A DISTANCE OF 110.00', TO A POINT;

THENCE N 66°22'51" E, A DISTANCE OF 60.00', TO A POINT;

THENCE N 23°37'09" W, A DISTANCE OF 272.11', TO A POINT, AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TURNING TO THE RIGHT WITH A RADIUS OF 275.00', AN ARC LENGTH OF 109.48', AND WHOSE CHORD BEARS N 12°12'51" W, WITH A CHORD LENGTH OF 108.76', WITH A DELTA ANGLE OF 22°48'37", TO A POINT;

THENCE N 01°47'50" W, A DISTANCE OF 117.00', TO A POINT;

THENCE S 88°12'10" W, A DISTANCE OF 149.38', TO A POINT, AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TURNING TO THE RIGHT WITH A RADIUS OF 275.00', AN ARC LENGTH OF 32.97', AND WHOSE CHORD BEARS N 88°21'46" W, WITH A CHORD LENGTH OF 32.95', WITH A DELTA ANGLE OF 6°52'09", TO A POINT;

THENCE N 84°55'41" W, A DISTANCE OF 492.12', TO A POINT, AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TURNING TO THE LEFT WITH A RADIUS OF 480.00', AN ARC LENGTH OF 112.14', AND WHOSE CHORD BEARS S 88°22'43" W, WITH A CHORD LENGTH OF 111.89', WITH A DELTA ANGLE OF 13°23'11", TO A POINT;

THENCE N 05°04'19" E, A DISTANCE OF 608.06', TO A POINT, LOCATED ON THE South line of land as described in Vol. 1826, Pg. 699, D.R.E.C.T.;

THENCE S 88°27'18" W, A DISTANCE OF 942.31', TO A POINT, LOCATED ON THE APPROXIMATE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 77;

THENCE N 07°39'35" E, ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 783.08', TO A POINT;

THENCE N 88°39'09" E, DEPARTING SAID ROW OF U.S. HIGHWAY 77, A DISTANCE OF 2801.73', TO A POINT;

THENCE N 00°58'18" W, A DISTANCE OF 3465.84', TO A POINT, LOCATED IN GROVE CREEK ROAD;

THENCE N 88°42'18" E, ALONG GROVE CREEK ROAD, A DISTANCE OF 3034.30', TO A POINT;

THENCE S 86°21'33" E, A DISTANCE OF 521.08', TO A POINT;

THENCE S 00°35'15" E, A DISTANCE OF 853.00', TO A POINT;

THENCE S 44°24'14" E, A DISTANCE OF 163.85', TO A POINT;

THENCE S 83°32'12" E, A DISTANCE OF 247.50', TO A POINT;

THENCE S 52°44'12" E, A DISTANCE OF 283.50', TO A POINT;

THENCE S 62°36'12" E, A DISTANCE OF 230.00', TO A POINT;

THENCE S 58°18'58" W, A DISTANCE OF 2330.83', TO A POINT;

THENCE S 01°13'03" E, A DISTANCE OF 1904.52', TO A POINT;

THENCE N 58°57'45" E, A DISTANCE OF 3513.61', TO A POINT;

THENCE S 29°51'15" E, A DISTANCE OF 23.00', TO A POINT;

THENCE S 12°50'15" E, A DISTANCE OF 150.00', TO A POINT;

THENCE S 26°45'15" E, A DISTANCE OF 55.00', TO THE WEST RIGHT OF WAY LINE OF BROWN STREET, TO A POINT;

THENCE CONTINUING ALONG SAID BROWN STREET THE FOLLOWING:

THENCE S 29°41'45" W, A DISTANCE OF 301.70', TO A POINT, AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TURNING TO THE LEFT WITH A RADIUS OF 2337.27', AN ARC LENGTH OF 300.49', AND WHOSE CHORD BEARS S 26°00'45" W, WITH A CHORD LENGTH OF 300.28', WITH A DELTA ANGLE OF 7°21'58", TO A POINT;

THENCE S 22°18'45" W, A DISTANCE OF 130.60', TO A POINT, AND THE BEGINNING OF A CURVE TO THE LEFT;

THENCE WITH SAID CURVE TURNING TO THE LEFT WITH A RADIUS OF 995.05', AN ARC LENGTH OF 402.60', AND WHOSE CHORD BEARS S 10°43'17" W, WITH A CHORD LENGTH OF 399.86', WITH A DELTA ANGLE OF 23°10'55", TO A POINT;

THENCE S 00°52'15" E, A DISTANCE OF 960.00', TO A POINT, AND THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TURNING TO THE RIGHT WITH A RADIUS OF 278.31', AN ARC LENGTH OF 361.54', AND WHOSE CHORD BEARS S 42°21'11" W, WITH A CHORD LENGTH OF 336.65', WITH A DELTA ANGLE OF 74°25'53", TO A POINT;

THENCE S 77°40'45" W, A DISTANCE OF 900.00', TO A POINT;

THENCE N 00°46'15" W, DEPARTING SAID BROWN STREET RIGHT OF WAY, A DISTANCE OF 209.10', TO A POINT;

THENCE S 73°40'45" W, A DISTANCE OF 417.20', TO A POINT;

THENCE S 88°20'45" W, A DISTANCE OF 365.60', TO A POINT;

THENCE S 01°09'15" E, A DISTANCE OF 229.89', TO A POINT;

THENCE N 88°45'28" E, A DISTANCE OF 156.71', TO A POINT;

THENCE S 01°05'59" E, A DISTANCE OF 158.10', TO A POINT, AND THE BEGINNING OF A CURVE TO THE LEFT, LOCATED ON THE WEST RIGHT OF WAY LINE OF BROWN STREET;

THENCE WITH SAID CURVE TURNING TO THE LEFT WITH A RADIUS OF 358.31', AN ARC LENGTH OF 165.69', AND WHOSE CHORD BEARS S 12°51'59" W, WITH A CHORD LENGTH OF 164.22', WITH A DELTA ANGLE OF 26°29'44", TO A POINT;

THENCE S 01°25'03" E, A DISTANCE OF 901.15', TO A POINT;

THENCE S 88°49'48" W, A DISTANCE OF 422.65', TO A POINT;

THENCE S 02°29'39" E, A DISTANCE OF 209.01', TO A POINT;

THENCE N 88°46'44" E, A DISTANCE OF 417.47', TO A POINT;

THENCE S 01°04'25" E, A DISTANCE OF 480.16', TO THE PLACE OF BEGINNING AND CONTAINING 768.90 ACRES OF LAND MORE OR LESS.

APPENDIX C
HYPOTHETICAL REALLOCATION OF ASSESSMENTS

Appendix C: Residential

Reallocation of Improvement Area #1 Special Assessments Assuming Division of Parcel Prior to Recording of Subdivision Plat

(HYPOTHETICAL - FOR ILLUSTRATIVE PURPOSES ONLY)

The table below summarizes a hypothetical scenario in which \$165,000 in Improvement Area #1 Special Assessments levied against Parcel A which consists of 20 residential acres are reallocated when Parcel A is divided into three smaller Parcels (prior to recording of a subdivision plat).

Prior to Subdivision			
Parcel	Acreage	Special Assessment	Appraised Value
Parcel A	20		
	\$165,000		
	\$660,000		
After Subdivision			
$A = B \times \{ [C/D * E] + [(F/G) * H] \}$			

		A	B	C	D	E	F	G	H
Parcel	Benefit?	Special Assessment for the new divided Parcel	Special Assessment of Parcel A prior to Subdivision	Residential Allocated Appraised Value of the newly divided parcel	Appraised Value of the Parcel prior to subdivision	Weight for the ratio of appraised land value (20%)	Estimated number of residential Lots if the newly divided parcel	Sum of the estimated number of Lots for the Parcel prior to subdivision	Weight for the ratio of the estimated residential Lots (80%)
A-1	Yes	\$66,000	\$165,000	\$264,000	\$660,000	20%	20	50	80%
A-2	Yes	\$66,000	\$165,000	\$264,000	\$660,000	20%	20	50	80%
A-3	Yes	\$33,000	\$165,000	\$132,000	\$660,000	20%	10	50	80%
		\$165,000							

Appendix C: Residential

Reallocation of Improvement Area #1 Special Assessments Assuming Subdivision of Parcel Upon Recording of Subdivision Plat

(HYPOTHETICAL - FOR ILLUSTRATIVE PURPOSES ONLY)

The table below summarizes a hypothetical scenario in which \$66,000 in Improvement Area #1 Special Assessments levied against Parcel A-1 which consists of approximately 4 acres that are subdivided by a recorded subdivision plat into 20 Lots. The scenario assumes the lots will be classified by three different Lot Types based on front footage.

[illegible]

Appendix C:

Commercial

**Reallocation of Improvement Area #1 Special Assessments Assuming
Division of Parcel Upon Recording of Subdivision Plat**

(HYPOTHETICAL - FOR ILLUSTRATIVE PURPOSES ONLY)

The table below summarizes a hypothetical scenario in which \$250,000 in Improvement Area #1 Special Assessments levied against Parcel A which consists of approximately 5.5 acres of commercial property that are subdivided by a recorded subdivision plat into two Lots.

Appendix C: Commercial

Reallocation of Improvement Area #1 Special Assessments Assuming Division of Parcel Prior to Recording of Subdivision Plat

(HYPOTHETICAL - FOR ILLUSTRATIVE PURPOSES ONLY)

The table below summarizes a hypothetical scenario in which \$250,000 in Improvement Area #1 Special Assessments levied against Parcel A which consists of 5.5 commercial acres are reallocated when Parcel A is divided into two smaller Parcels (prior to recording of a subdivision plat).

Prior to Subdivision					
Parcel	Acreage	Special Assessment	Appraised Value		
Parcel A	5.5	\$250,000	\$750,000		

After Subdivision					
		A = B x (C/D)			
		A	B	C	D
Parcel	Benefit ?	Special Assessment for the new divided Parcel	Special Assessment of Parcel A prior to division	Commercial Allocated Appraised Value of the newly divided Parcel	Appraised Value of the Parcel prior to division
A-1	Yes	\$136,364	\$250,000	\$409,091	\$750,000
A-2	Yes	\$113,636	\$250,000	\$340,909	\$750,000
		\$250,000			

APPENDIX D
IMPROVEMENT AREA #1 ASSESSMENT ROLL

Appendix D-1
Improvement Area #1 Assessment Roll

**Parcel
Units**

**All Parcels
1,178**

Assessment

**30 Acres Commercial
\$6,675,000**

Year ¹	Principal ²	Interest ²	Administrative Expenses ³	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment
8/15/2015	\$0	\$154,583	\$0	\$0	\$0	(\$154,583)	\$0
1/31/2016	\$0	\$397,500	\$35,700	\$33,375	\$0	(\$397,500)	\$69,075
1/31/2017	\$0	\$397,500	\$36,414	\$33,375	\$0	(\$242,917)	\$224,372
1/31/2018	\$100,000	\$397,500	\$37,142	\$33,375	\$0	\$0	\$568,017
1/31/2019	\$100,000	\$392,500	\$37,885	\$32,875	\$0	\$0	\$563,260
1/31/2020	\$100,000	\$387,500	\$38,643	\$32,375	\$0	\$0	\$558,518
1/31/2021	\$125,000	\$382,500	\$39,416	\$31,875	\$0	\$0	\$578,791
1/31/2022	\$125,000	\$375,000	\$40,204	\$31,250	\$0	\$0	\$571,454
1/31/2023	\$125,000	\$367,500	\$41,008	\$30,625	\$0	\$0	\$564,133
1/31/2024	\$150,000	\$360,000	\$41,828	\$30,000	\$0	\$0	\$581,828
1/31/2025	\$150,000	\$351,000	\$42,665	\$29,250	\$0	\$0	\$572,915
1/31/2026	\$150,000	\$342,000	\$43,518	\$28,500	\$0	\$0	\$564,018
1/31/2027	\$175,000	\$333,000	\$44,388	\$27,750	\$0	\$0	\$580,138
1/31/2028	\$175,000	\$322,500	\$45,276	\$26,875	\$0	\$0	\$569,651
1/31/2029	\$175,000	\$312,000	\$46,182	\$26,000	\$0	\$0	\$559,182
1/31/2030	\$200,000	\$301,500	\$47,105	\$25,125	\$0	\$0	\$573,730
1/31/2031	\$200,000	\$289,500	\$48,048	\$24,125	\$0	\$0	\$561,673
1/31/2032	\$225,000	\$277,500	\$49,008	\$23,125	\$0	\$0	\$574,633
1/31/2033	\$225,000	\$264,000	\$49,989	\$22,000	\$0	\$0	\$560,989
1/31/2034	\$250,000	\$250,500	\$50,988	\$20,875	\$0	\$0	\$572,363
1/31/2035	\$250,000	\$235,500	\$52,008	\$19,625	\$0	\$0	\$557,133
1/31/2036	\$275,000	\$220,500	\$53,048	\$18,375	\$0	\$0	\$566,923
1/31/2037	\$300,000	\$204,000	\$54,109	\$17,000	\$0	\$0	\$575,109
1/31/2038	\$300,000	\$186,000	\$55,191	\$15,500	\$0	\$0	\$556,691
1/31/2039	\$325,000	\$168,000	\$56,295	\$14,000	\$0	\$0	\$563,295
1/31/2040	\$350,000	\$148,500	\$57,421	\$12,375	\$0	\$0	\$568,296
1/31/2041	\$375,000	\$127,500	\$58,570	\$10,625	\$0	\$0	\$571,695
1/31/2042	\$400,000	\$105,000	\$59,741	\$8,750	\$0	\$0	\$573,491
1/31/2043	\$425,000	\$81,000	\$60,936	\$6,750	\$0	\$0	\$573,686
1/31/2044	\$450,000	\$55,500	\$62,155	\$4,625	\$0	\$0	\$572,280
1/31/2045	\$475,000	\$28,500	\$63,398	\$2,375	(\$510,000)	\$0	\$59,273
Total	\$6,675,000	\$8,215,583	\$1,448,280	\$672,750	(\$510,000)	(\$795,000)	\$15,706,614

1 - The 1/31/XX dates represent the fiscal year end.

2 - Represent the principal and interest on the Improvement Area #1 Bonds. Interest is calculated assuming an interest rate of 5.00% on Bonds mature in years 1 through 6 (2015-2020) and 6.00% on Bonds maturing in years 7-30 (2021-2045) on the Improvement Area #1 Bonds.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix D-2
Improvement Area #1 - Assessment Roll Summary

Parcel ID	Tract #	Land Use	2020 Appraised Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
262125	1	Commercial	\$1,185,415	\$242,135	3.80%	\$21,516.82
262126	2	Commercial	\$698,308	\$235,846	3.70%	\$20,957.95
262127	3	Commercial	\$1,382,450	\$283,016	4.44%	\$25,149.55
262128	4	Commercial	\$822,431	\$283,016	4.44%	\$25,149.55
262129	5	Commercial	\$970	\$251,569	3.95%	\$22,355.15
262130	6	Commercial	\$610	\$220,123	3.45%	\$19,560.76
269439	7	Commercial/Residential	\$72,140	\$346,165	5.43%	\$30,761.16
262133	8A	Residential	\$19,640	\$215,543	3.38%	\$19,153.70
267119	8B	Residential	\$6,050	\$159,803	2.51%	\$14,200.55
262134	9	Residential	\$232,300	\$697,594	10.94%	\$61,990.12
262135	10	Residential	\$437,190	\$529,819	8.31%	\$47,081.20
262138	11	Residential	\$1,146,500	\$496,867	7.79%	\$44,152.98
190002	12	Residential	\$270,000	\$87,342	1.37%	\$7,761.41
265951		Residential	\$275,900	\$4,194	0.07%	\$372.69
265952		Residential	\$226,190	\$4,194	0.07%	\$372.69
265953		Residential	\$258,410	\$4,194	0.07%	\$372.69
265954		Residential	\$266,830	\$4,194	0.07%	\$372.69
265955		Residential	\$263,510	\$4,194	0.07%	\$372.69
265956		Residential	\$237,550	\$4,194	0.07%	\$372.69
265957		Residential	\$302,780	\$4,194	0.07%	\$372.69
265958		Residential	\$255,680	\$4,194	0.07%	\$372.69
265959		Residential	\$300,860	\$4,194	0.07%	\$372.69
265960		Residential	\$307,280	\$4,194	0.07%	\$372.69
265961		Residential	\$385,720	\$4,194	0.07%	\$372.69
265962		Residential	\$303,570	\$4,194	0.07%	\$372.69
265963		Residential	\$264,700	\$4,194	0.07%	\$372.69
265964		Residential	\$297,650	\$4,194	0.07%	\$372.69
265965		Residential	\$306,690	\$4,194	0.07%	\$372.69
265966		Residential	\$280,660	\$4,194	0.07%	\$372.69
265967		Residential	\$348,260	\$4,194	0.07%	\$372.69
265968		Residential	\$351,940	\$4,194	0.07%	\$372.69
265969		Residential	\$303,060	\$4,194	0.07%	\$372.69
265970		Residential	\$235,020	\$4,194	0.07%	\$372.69
265971		Residential	\$294,340	\$4,194	0.07%	\$372.69
265972		Residential	\$269,420	\$4,194	0.07%	\$372.69
265973		Residential	\$287,280	\$4,194	0.07%	\$372.69
265974		Residential	\$322,830	\$4,194	0.07%	\$372.69
265975		Residential	\$272,860	\$4,194	0.07%	\$372.69
265976		Residential	\$305,120	\$4,194	0.07%	\$372.69
265977		Residential	\$303,480	\$4,194	0.07%	\$372.69
265978		Residential	\$256,230	\$4,194	0.07%	\$372.69
265979		Residential	\$263,610	\$4,194	0.07%	\$372.69
265980		Residential	\$240,150	\$4,194	0.07%	\$372.69
265981		Residential	\$263,900	\$4,194	0.07%	\$372.69
265982		Residential	\$218,690	\$4,194	0.07%	\$372.69
265983		Residential	\$266,480	\$4,194	0.07%	\$372.69
265984		Residential	\$232,870	\$4,194	0.07%	\$372.69
265985		Residential	\$283,000	\$4,194	0.07%	\$372.69
265986		Residential	\$239,830	\$4,194	0.07%	\$372.69
265987		Residential	\$285,480	\$4,194	0.07%	\$372.69
265988		Residential	\$280,540	\$4,194	0.07%	\$372.69
265989		Residential	\$243,080	\$4,194	0.07%	\$372.69
265990		Residential	\$296,690	\$4,194	0.07%	\$372.69
265991		Residential	\$275,730	\$4,194	0.07%	\$372.69
265992		Residential	\$319,060	\$4,194	0.07%	\$372.69
265993		Residential	\$317,590	\$4,194	0.07%	\$372.69
265994		Residential	\$316,030	\$4,194	0.07%	\$372.69
265996		Residential	\$312,440	\$4,194	0.07%	\$372.69
265997		Residential	\$200,890	\$4,194	0.07%	\$372.69
265998		Residential	\$298,670	\$4,194	0.07%	\$372.69
265999		Residential	\$271,480	\$4,194	0.07%	\$372.69
266000		Residential	\$308,310	\$4,194	0.07%	\$372.69
266001		Residential	\$268,460	\$4,194	0.07%	\$372.69

Parcel ID	Tract #	Land Use	2020 Appraied Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
266002		Residential	\$229,630	\$4,194	0.07%	\$372.69
266003		Residential	\$297,820	\$4,194	0.07%	\$372.69
266004		Residential	\$277,570	\$4,194	0.07%	\$372.69
266005		Residential	\$231,470	\$4,194	0.07%	\$372.69
266006		Residential	\$264,480	\$4,194	0.07%	\$372.69
266007		Residential	\$306,630	\$4,194	0.07%	\$372.69
266008		Residential	\$254,670	\$4,194	0.07%	\$372.69
266009		Residential	\$245,690	\$4,194	0.07%	\$372.69
266010		Residential	\$296,200	\$4,194	0.07%	\$372.69
266011		Residential	\$258,570	\$4,194	0.07%	\$372.69
266012		Residential	\$279,610	\$4,194	0.07%	\$372.69
266013		Residential	\$255,680	\$4,194	0.07%	\$372.69
266014		Residential	\$283,370	\$4,194	0.07%	\$372.69
266015		Residential	\$261,760	\$4,194	0.07%	\$372.69
266016		Residential	\$320,620	\$4,194	0.07%	\$372.69
266017		Residential	\$232,610	\$4,194	0.07%	\$372.69
266018		Residential	\$233,150	\$4,194	0.07%	\$372.69
266019		Residential	\$272,610	\$4,194	0.07%	\$372.69
266021		Residential	\$300,150	\$4,194	0.07%	\$372.69
266022		Residential	\$305,960	\$4,194	0.07%	\$372.69
266023		Residential	\$319,320	\$4,194	0.07%	\$372.69
266024		Residential	\$262,120	\$4,194	0.07%	\$372.69
266025		Residential	\$214,050	\$4,194	0.07%	\$372.69
266026		Residential	\$277,200	\$4,194	0.07%	\$372.69
266027		Residential	\$345,200	\$4,194	0.07%	\$372.69
266028		Residential	\$258,200	\$4,194	0.07%	\$372.69
266029		Residential	\$317,480	\$4,194	0.07%	\$372.69
266030		Residential	\$273,470	\$4,194	0.07%	\$372.69
266031		Residential	\$266,300	\$4,194	0.07%	\$372.69
266032		Residential	\$272,750	\$4,194	0.07%	\$372.69
266033		Residential	\$291,780	\$4,194	0.07%	\$372.69
265995		Residential	\$237,740	\$4,194	0.07%	\$372.69
266020		Residential	\$271,410	\$4,194	0.07%	\$372.69
269582		Open Space	\$1,500	\$0	0.00%	\$0.00
269583		Residential	\$269,610	\$3,031	0.05%	\$269.34
269584		Residential	\$250,820	\$3,031	0.05%	\$269.34
269585		Residential	\$270,480	\$3,031	0.05%	\$269.34
269586		Residential	\$243,190	\$3,031	0.05%	\$269.34
269587		Residential	\$254,486	\$3,031	0.05%	\$269.34
269588		Residential	\$275,650	\$3,031	0.05%	\$269.34
269589		Residential	\$251,590	\$3,031	0.05%	\$269.34
269590		Residential	\$267,150	\$3,031	0.05%	\$269.34
269591		Residential	\$259,720	\$3,031	0.05%	\$269.34
269592		Residential	\$297,460	\$3,031	0.05%	\$269.34
269593		Residential	\$341,900	\$3,031	0.05%	\$269.34
269594		Residential	\$295,290	\$3,031	0.05%	\$269.34
269595		Residential	\$238,380	\$3,031	0.05%	\$269.34
269596		Residential	\$301,020	\$3,031	0.05%	\$269.34
269597		Residential	\$311,830	\$3,031	0.05%	\$269.34
269598		Residential	\$273,550	\$3,031	0.05%	\$269.34
269599		Residential	-	\$3,031	0.05%	\$269.34
269600		Residential	\$304,620	\$3,031	0.05%	\$269.34
269601		Residential	\$350,120	\$3,031	0.05%	\$269.34
269602		Residential	\$311,300	\$3,031	0.05%	\$269.34
269603		Residential	\$270,820	\$3,031	0.05%	\$269.34
269604		Residential	\$268,330	\$3,031	0.05%	\$269.34
269605		Residential	\$291,270	\$3,031	0.05%	\$269.34
269606		Residential	\$279,820	\$3,031	0.05%	\$269.34
269607		Residential	\$256,710	\$3,031	0.05%	\$269.34
269608		Residential	\$252,160	\$3,031	0.05%	\$269.34
269609		Residential	\$260,070	\$3,031	0.05%	\$269.34
269610		Residential	\$312,980	\$3,031	0.05%	\$269.34
269611		Residential	\$256,880	\$3,031	0.05%	\$269.34
269612		Residential	\$330,310	\$3,031	0.05%	\$269.34
269613		Residential	\$271,820	\$3,031	0.05%	\$269.34
269614		Residential	\$267,050	\$3,031	0.05%	\$269.34

Parcel ID	Tract #	Land Use	2020 Appraised Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
269615		Residential	\$310,520	\$3,031	0.05%	\$269.34
269616		Residential	\$301,280	\$3,031	0.05%	\$269.34
269617		Residential	\$277,690	\$3,031	0.05%	\$269.34
269618		Residential	\$262,330	\$3,031	0.05%	\$269.34
269619		Residential	\$297,940	\$3,031	0.05%	\$269.34
269620		Residential	\$264,810	\$3,031	0.05%	\$269.34
269621		Residential	\$268,450	\$3,031	0.05%	\$269.34
269622		Residential	\$285,090	\$3,031	0.05%	\$269.34
269623		Residential	\$308,790	\$3,031	0.05%	\$269.34
269624		Residential	\$279,290	\$3,031	0.05%	\$269.34
269625		Residential	\$312,800	\$3,031	0.05%	\$269.34
269626		Residential	\$325,463	\$3,031	0.05%	\$269.34
269627		Residential	\$302,500	\$3,031	0.05%	\$269.34
269628		Residential	\$254,940	\$3,031	0.05%	\$269.34
269629		Residential	\$296,370	\$3,031	0.05%	\$269.34
269630		Residential	\$311,630	\$3,031	0.05%	\$269.34
269631		Residential	\$287,000	\$3,031	0.05%	\$269.34
269632		Residential	\$291,230	\$3,031	0.05%	\$269.34
269633		Residential	\$261,170	\$3,031	0.05%	\$269.34
269634		Residential	\$353,830	\$3,031	0.05%	\$269.34
269635		Residential	\$266,900	\$3,031	0.05%	\$269.34
269636		Residential	\$279,050	\$3,031	0.05%	\$269.34
269637		Residential	\$273,490	\$3,031	0.05%	\$269.34
269638		Residential	\$282,240	\$3,031	0.05%	\$269.34
269639		Residential	\$283,190	\$3,031	0.05%	\$269.34
269640		Residential	\$290,630	\$3,031	0.05%	\$269.34
269641		Residential	\$264,670	\$3,031	0.05%	\$269.34
269642		Residential	-	\$3,031	0.05%	\$269.34
269643		Residential	\$274,920	\$3,031	0.05%	\$269.34
269644		Residential	\$299,210	\$3,031	0.05%	\$269.34
269645		Residential	\$254,486	\$3,031	0.05%	\$269.34
269646		Residential	\$261,870	\$3,031	0.05%	\$269.34
269647		Residential	\$258,410	\$3,031	0.05%	\$269.34
269648		Residential	\$308,480	\$3,031	0.05%	\$269.34
269649		Residential	\$313,070	\$3,031	0.05%	\$269.34
269650		Residential	\$300,520	\$3,031	0.05%	\$269.34
269651		Residential	\$262,710	\$3,031	0.05%	\$269.34
269652		Residential	\$319,240	\$3,031	0.05%	\$269.34
269653		Residential	\$310,090	\$3,031	0.05%	\$269.34
269654		Residential	\$274,520	\$3,031	0.05%	\$269.34
269655		Residential	\$136,640	\$3,031	0.05%	\$269.34
269656		Residential	\$294,660	\$3,031	0.05%	\$269.34
269657		Residential	\$343,830	\$3,031	0.05%	\$269.34
273298		Residential	\$31,500	\$3,905	0.06%	\$347.02
273299		Residential	\$166,130	\$3,905	0.06%	\$347.02
273300		Residential	\$172,580	\$3,905	0.06%	\$347.02
273301		Residential	\$300,480	\$3,905	0.06%	\$347.02
273302		Residential	\$235,610	\$3,905	0.06%	\$347.02
273303		Residential	\$272,910	\$3,905	0.06%	\$347.02
273304		Residential	\$278,400	\$3,905	0.06%	\$347.02
273305		Residential	\$257,880	\$3,905	0.06%	\$347.02
273306		Residential	\$31,500	\$3,905	0.06%	\$347.02
273307		Residential	\$34,790	\$3,905	0.06%	\$347.02
273308		Residential	\$34,620	\$3,905	0.06%	\$347.02
273309		Residential	\$142,070	\$3,905	0.06%	\$347.02
273310		Residential	\$116,770	\$3,905	0.06%	\$347.02
273311		Residential	\$34,330	\$3,905	0.06%	\$347.02
273312		Residential	\$85,310	\$3,905	0.06%	\$347.02
273321		Residential	\$261,650	\$4,419	0.07%	\$392.65
273322		Residential	\$198,830	\$4,419	0.07%	\$392.65
273323		Residential	\$251,900	\$4,419	0.07%	\$392.65
273324		Residential	\$114,110	\$4,419	0.07%	\$392.65
273325		Residential	\$257,890	\$4,419	0.07%	\$392.65
273326		Residential	\$271,160	\$4,419	0.07%	\$392.65
273327		Residential	\$193,240	\$4,419	0.07%	\$392.65
273328		Residential	\$302,050	\$4,419	0.07%	\$392.65

Parcel ID	Tract #	Land Use	2020 Appraised Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
273329		Residential	\$255,010	\$4,419	0.07%	\$392.65
273330		Residential	\$266,120	\$4,419	0.07%	\$392.65
273331		Residential	\$278,360	\$4,419	0.07%	\$392.65
273332		Residential	\$35,040	\$4,061	0.06%	\$360.89
273333		Residential	\$282,090	\$4,419	0.07%	\$392.65
273334		Residential	\$333,950	\$4,419	0.07%	\$392.65
273335		Residential	\$293,260	\$4,419	0.07%	\$392.65
273336		Residential	\$290,340	\$4,419	0.07%	\$392.65
273337		Residential	\$188,230	\$4,419	0.07%	\$392.65
273338		Residential	\$291,000	\$4,419	0.07%	\$392.65
273339		Residential	\$33,750	\$4,061	0.06%	\$360.89
273340		Residential	\$146,380	\$4,061	0.06%	\$360.89
273341		Residential	\$33,750	\$4,061	0.06%	\$360.89
273342		Residential	\$33,750	\$4,061	0.06%	\$360.89
273343		Residential	\$166,200	\$4,061	0.06%	\$360.89
273344		Residential	\$176,450	\$4,061	0.06%	\$360.89
273345		Residential	\$178,450	\$4,061	0.06%	\$360.89
273346		Residential	\$310,290	\$4,061	0.06%	\$360.89
273347		Residential	\$183,880	\$4,061	0.06%	\$360.89
273348		Residential	\$303,530	\$4,061	0.06%	\$360.89
273349		Residential	\$76,940	\$4,419	0.07%	\$392.65
273350		Residential	\$291,470	\$4,419	0.07%	\$392.65
273351		Residential	\$288,190	\$4,419	0.07%	\$392.65
273352		Residential	\$148,710	\$4,419	0.07%	\$392.65
273353		Open Space	\$8,330	\$0	0.00%	\$0.00
273355		Residential	\$308,330	\$4,061	0.06%	\$360.89
273356		Residential	\$273,040	\$4,061	0.06%	\$360.89
273357		Residential	\$302,840	\$4,061	0.06%	\$360.89
273358		Residential	\$245,210	\$4,061	0.06%	\$360.89
273359		Residential	\$240,670	\$4,061	0.06%	\$360.89
273360		Residential	\$326,550	\$4,061	0.06%	\$360.89
273361		Residential	\$300,000	\$4,061	0.06%	\$360.89
273362		Residential	\$294,030	\$4,061	0.06%	\$360.89
273363		Residential	\$303,240	\$4,061	0.06%	\$360.89
273364		Residential	\$260,050	\$4,061	0.06%	\$360.89
273365		Residential	-	\$4,061	0.06%	\$360.89
273366		Residential	\$42,000	\$4,061	0.06%	\$360.89
273367		Residential	\$42,000	\$4,061	0.06%	\$360.89
273368		Residential	\$42,000	\$4,061	0.06%	\$360.89
273369		Residential	\$312,470	\$4,061	0.06%	\$360.89
273370		Residential	\$270,600	\$4,061	0.06%	\$360.89
273371		Residential	\$42,000	\$4,061	0.06%	\$360.89
273372		Residential	\$226,090	\$4,061	0.06%	\$360.89
273373		Residential	\$42,000	\$4,061	0.06%	\$360.89
273374		Residential	\$345,170	\$4,061	0.06%	\$360.89
273375		Residential	\$286,320	\$4,061	0.06%	\$360.89
273376		Residential	\$296,220	\$4,061	0.06%	\$360.89
273378		Residential	\$170,110	\$4,061	0.06%	\$360.89
273379		Residential	\$33,750	\$4,061	0.06%	\$360.89
273380		Residential	\$223,970	\$4,061	0.06%	\$360.89
273381		Residential	\$274,190	\$4,061	0.06%	\$360.89
273382		Residential	\$300,240	\$4,419	0.07%	\$392.65
273383		Residential	\$274,230	\$4,419	0.07%	\$392.65
273384		Residential	\$285,630	\$4,419	0.07%	\$392.65
273385		Residential	\$126,700	\$4,419	0.07%	\$392.65
273386		Residential	\$270,230	\$4,419	0.07%	\$392.65
273387		Residential	\$290,660	\$4,419	0.07%	\$392.65
273388		Residential	-	\$4,419	0.07%	\$392.65
273389		Residential	\$139,390	\$4,419	0.07%	\$392.65
273390		Residential	\$330,840	\$4,419	0.07%	\$392.65
273391		Residential	\$287,940	\$4,419	0.07%	\$392.65
273392		Residential	\$293,720	\$4,419	0.07%	\$392.65
273393		Residential	\$279,260	\$4,419	0.07%	\$392.65
273394		Residential	\$232,630	\$4,419	0.07%	\$392.65
273395		Residential	\$328,260	\$4,419	0.07%	\$392.65
273396		Residential	\$45,490	\$4,419	0.07%	\$392.65

Parcel ID	Tract #	Land Use	2020 Appraised Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
273397		Residential	\$176,780	\$4,419	0.07%	\$392.65
273398		Residential	\$33,750	\$4,419	0.07%	\$392.65
273399		Residential	\$33,750	\$4,419	0.07%	\$392.65
273400		Residential	\$33,750	\$4,419	0.07%	\$392.65
273401		Residential	\$33,750	\$4,419	0.07%	\$392.65
273402		Residential	\$33,750	\$4,419	0.07%	\$392.65
272232		Residential	\$42,000	\$3,833	0.06%	\$340.61
272233		Residential	\$42,000	\$3,833	0.06%	\$340.61
272234		Residential	\$439,260	\$3,833	0.06%	\$340.61
272235		Residential	\$388,890	\$3,833	0.06%	\$340.61
272236		Residential	\$349,900	\$3,833	0.06%	\$340.61
272237		Residential	\$247,030	\$3,833	0.06%	\$340.61
272238		Residential	\$400,390	\$3,833	0.06%	\$340.61
272239		Residential	\$171,000	\$3,833	0.06%	\$340.61
272240		Residential	\$42,000	\$3,833	0.06%	\$340.61
272241		Residential	\$352,970	\$3,833	0.06%	\$340.61
272242		Residential	\$318,463	\$3,833	0.06%	\$340.61
272243		Residential	\$319,180	\$3,833	0.06%	\$340.61
272244		Residential	\$350,940	\$3,833	0.06%	\$340.61
272245		Residential	\$388,930	\$3,833	0.06%	\$340.61
272246		Residential	\$345,060	\$3,833	0.06%	\$340.61
272247		Residential	\$340,840	\$4,225	0.07%	\$375.45
272248		Residential	\$42,000	\$4,225	0.07%	\$375.45
272249		Residential	\$42,000	\$4,225	0.07%	\$375.45
272250		Residential	\$45,770	\$4,225	0.07%	\$375.45
272251		Residential	\$370,690	\$4,225	0.07%	\$375.45
272252		Residential	\$381,550	\$4,225	0.07%	\$375.45
272253		Residential	\$304,128	\$4,225	0.07%	\$375.45
272254		Residential	\$414,510	\$4,225	0.07%	\$375.45
272255		Residential	\$418,130	\$4,225	0.07%	\$375.45
272256		Residential	\$345,000	\$4,225	0.07%	\$375.45
272257		Residential	\$344,043	\$4,225	0.07%	\$375.45
272258		Residential	\$42,000	\$4,225	0.07%	\$375.45
272259		Residential	\$285,160	\$4,225	0.07%	\$375.45
272260		Residential	\$300,090	\$4,225	0.07%	\$375.45
272261		Residential	\$371,550	\$4,225	0.07%	\$375.45
272262		Residential	\$305,000	\$4,225	0.07%	\$375.45
272263		Residential	\$301,140	\$4,225	0.07%	\$375.45
272264		Residential	\$307,005	\$4,225	0.07%	\$375.45
272265		Residential	\$302,270	\$4,225	0.07%	\$375.45
272266		Residential	\$170,905	\$4,225	0.07%	\$375.45
272267		Residential	\$295,019	\$4,225	0.07%	\$375.45
272268		Residential	\$307,626	\$4,225	0.07%	\$375.45
272269		Residential	\$355,000	\$4,225	0.07%	\$375.45
272270		Residential	\$376,920	\$4,225	0.07%	\$375.45
272271		Residential	\$312,690	\$4,225	0.07%	\$375.45
272272		Residential	\$286,660	\$4,225	0.07%	\$375.45
272273		Residential	\$320,000	\$4,225	0.07%	\$375.45
272274		Residential	\$338,550	\$4,225	0.07%	\$375.45
272275		Residential	\$327,180	\$4,225	0.07%	\$375.45
272276		Residential	\$340,180	\$4,225	0.07%	\$375.45
272277		Residential	\$311,810	\$4,225	0.07%	\$375.45
272278		Open Space	\$6,750	\$0	0.00%	\$0.00
272281		Residential	\$279,990	\$3,833	0.06%	\$340.61
272282		Residential	\$42,000	\$3,833	0.06%	\$340.61
272283		Residential	\$42,000	\$3,833	0.06%	\$340.61
272284		Residential	\$42,000	\$3,833	0.06%	\$340.61
272285		Residential	\$42,000	\$3,833	0.06%	\$340.61
272286		Residential	\$328,730	\$3,833	0.06%	\$340.61
272287		Residential	\$323,470	\$3,833	0.06%	\$340.61
272288		Residential	\$300,390	\$3,833	0.06%	\$340.61
272289		Residential	\$229,470	\$3,833	0.06%	\$340.61
272290		Residential	\$42,000	\$3,833	0.06%	\$340.61
272291		Residential	\$340,010	\$3,833	0.06%	\$340.61
272292		Residential	\$250,750	\$3,833	0.06%	\$340.61
272293		Residential	\$329,466	\$4,225	0.07%	\$375.45

Parcel ID	Tract #	Land Use	2020 Appraised Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
272294		Residential	\$320,000	\$4,225	0.07%	\$375.45
272295		Residential	\$35,760	\$4,225	0.07%	\$375.45
272296		Residential	\$311,500	\$4,225	0.07%	\$375.45
272297		Residential	\$286,320	\$4,225	0.07%	\$375.45
272298		Residential	\$355,030	\$4,225	0.07%	\$375.45
272299		Residential	\$304,990	\$4,225	0.07%	\$375.45
272300		Residential	\$336,170	\$4,225	0.07%	\$375.45
272301		Residential	\$287,240	\$4,225	0.07%	\$375.45
272302		Residential	\$312,760	\$4,225	0.07%	\$375.45
272303		Residential	\$306,080	\$4,225	0.07%	\$375.45
272304		Residential	\$297,852	\$4,225	0.07%	\$375.45
272305		Residential	\$335,990	\$4,225	0.07%	\$375.45
272306		Residential	\$311,296	\$4,225	0.07%	\$375.45
272307		Residential	\$261,230	\$4,225	0.07%	\$375.45
272308		Residential	\$302,710	\$3,054	0.05%	\$271.36
272309		Residential	\$195,740	\$3,054	0.05%	\$271.36
272310		Residential	\$45,740	\$3,054	0.05%	\$271.36
272311		Residential	\$300,420	\$3,324	0.05%	\$295.40
272312		Residential	\$260,125	\$3,324	0.05%	\$295.40
272313		Residential	\$297,360	\$3,324	0.05%	\$295.40
272314		Residential	\$275,740	\$3,324	0.05%	\$295.40
272315		Residential	\$277,060	\$3,324	0.05%	\$295.40
272316		Residential	\$31,500	\$3,324	0.05%	\$295.40
272319		Residential	\$42,000	\$3,066	0.05%	\$272.46
272320		Residential	\$323,130	\$3,833	0.06%	\$340.61
272321		Residential	\$42,000	\$3,833	0.06%	\$340.61
272322		Residential	\$322,960	\$3,833	0.06%	\$340.61
272323		Residential	\$277,150	\$3,833	0.06%	\$340.61
272324		Residential	\$326,420	\$3,833	0.06%	\$340.61
272325		Residential	\$238,630	\$3,833	0.06%	\$340.61
272326		Residential	\$42,000	\$3,833	0.06%	\$340.61
272327		Residential	\$350,690	\$3,833	0.06%	\$340.61
272328		Residential	\$228,689	\$3,833	0.06%	\$340.61
272329		Residential	\$291,170	\$3,066	0.05%	\$272.46
272330		Residential	\$325,990	\$3,833	0.06%	\$340.61
272331		Residential	\$198,200	\$3,833	0.06%	\$340.61
272332		Residential	\$458,060	\$3,066	0.05%	\$272.46
272333		Residential	\$189,040	\$3,066	0.05%	\$272.46
272334		Residential	\$42,000	\$3,833	0.06%	\$340.61
272335		Residential	\$272,336	\$3,833	0.06%	\$340.61
272336		Residential	\$273,830	\$3,066	0.05%	\$272.46
272337		Residential	\$42,000	\$3,066	0.05%	\$272.46
272338		Residential	\$42,000	\$3,066	0.05%	\$272.46
272339		Residential	\$42,000	\$3,066	0.05%	\$272.46
272340		Residential	\$167,750	\$3,066	0.05%	\$272.46
272341		Residential	\$42,000	\$3,066	0.05%	\$272.46
272342		Residential	\$380,990	\$3,833	0.06%	\$340.61
272343		Residential	\$336,200	\$3,833	0.06%	\$340.61
272344		Residential	\$400,000	\$3,833	0.06%	\$340.61
272345		Residential	\$458,350	\$3,066	0.05%	\$272.46
272346		Residential	\$327,733	\$4,225	0.07%	\$375.45
272347		Residential	\$304,990	\$4,225	0.07%	\$375.45
272348		Residential	\$42,000	\$4,225	0.07%	\$375.45
272349		Residential	\$342,100	\$4,225	0.07%	\$375.45
272350		Residential	\$370,000	\$4,225	0.07%	\$375.45
272351		Residential	\$240,910	\$4,225	0.07%	\$375.45
272352		Residential	\$297,120	\$4,225	0.07%	\$375.45
272353		Residential	\$346,410	\$4,225	0.07%	\$375.45
272354		Residential	\$359,330	\$4,225	0.07%	\$375.45
272355		Residential	\$101,120	\$4,225	0.07%	\$375.45
272356		Residential	\$330,660	\$6,351	0.10%	\$564.39
272357		Residential	\$363,080	\$6,351	0.10%	\$564.39
272358		Residential	\$42,000	\$6,351	0.10%	\$564.39
272359		Residential	-	\$6,351	0.10%	\$564.39
272360		Residential	\$347,542	\$6,351	0.10%	\$564.39
272361		Residential	\$380,000	\$4,817	0.08%	\$428.10

Parcel ID	Tract #	Land Use	2020 Appraised Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
272362		Residential	\$58,200	\$4,817	0.08%	\$428.10
272363		Residential	\$42,000	\$4,764	0.07%	\$423.33
272364		Residential	\$270,990	\$6,458	0.10%	\$573.90
272365		Residential	\$175,810	\$6,458	0.10%	\$573.90
272366		Residential	\$144,330	\$6,458	0.10%	\$573.90
272367		Residential	\$103,350	\$6,458	0.10%	\$573.90
272368		Residential	\$31,500	\$6,458	0.10%	\$573.90
272369		Residential	\$266,940	\$6,458	0.10%	\$573.90
272370		Open Space	\$14,250	\$0	0.00%	\$0.00
272371		Open Space	\$12,000	\$0	0.00%	\$0.00
272383		Residential	\$200,540	\$3,833	0.06%	\$340.61
272384		Residential	\$327,057	\$4,225	0.07%	\$375.45
272385		Residential	\$386,230	\$4,225	0.07%	\$375.45
272386		Residential	\$73,940	\$4,225	0.07%	\$375.45
272387		Residential	\$333,465	\$6,351	0.10%	\$564.39
272388		Residential	\$328,943	\$6,351	0.10%	\$564.39
272389		Residential	\$390,840	\$6,351	0.10%	\$564.39
272390		Residential	\$320,595	\$4,225	0.07%	\$375.45
272391		Residential	\$300,390	\$4,225	0.07%	\$375.45
272392		Residential	\$313,320	\$4,225	0.07%	\$375.45
272393		Residential	\$253,320	\$3,833	0.06%	\$340.61
272418		Residential	\$483,320	\$3,066	0.05%	\$272.46
272419		Residential	\$353,250	\$3,833	0.06%	\$340.61
272420		Residential	\$400,840	\$3,833	0.06%	\$340.61
272421		Residential	\$406,620	\$3,066	0.05%	\$272.46
272422		Residential	\$352,120	\$3,066	0.05%	\$272.46
272423		Residential	\$42,000	\$4,225	0.07%	\$375.45
272424		Residential	\$376,989	\$4,225	0.07%	\$375.45
272425		Residential	\$42,000	\$3,066	0.05%	\$272.46
272434		Residential	\$272,970	\$4,225	0.07%	\$375.45
272435		Residential	-	\$6,351	0.10%	\$564.39
272436		Residential	\$75,760	\$6,351	0.10%	\$564.39
272437		Residential	\$222,460	\$6,351	0.10%	\$564.39
272438		Residential	\$405,380	\$6,351	0.10%	\$564.39
272439		Residential	\$412,690	\$6,351	0.10%	\$564.39
272440		Residential	\$312,220	\$6,351	0.10%	\$564.39
272441		Residential	\$398,650	\$4,225	0.07%	\$375.45
272460		Residential	\$140,330	\$4,764	0.07%	\$423.33
272461		Residential	\$31,500	\$6,458	0.10%	\$573.90
272462		Residential	\$64,470	\$6,458	0.10%	\$573.90
272463		Residential	\$156,090	\$6,458	0.10%	\$573.90
272464		Residential	\$206,660	\$6,458	0.10%	\$573.90
272465		Residential	\$42,000	\$6,351	0.10%	\$564.39
272466		Residential	\$127,590	\$6,351	0.10%	\$564.39
272467		Residential	\$230,820	\$6,351	0.10%	\$564.39
272468		Residential	\$31,500	\$4,764	0.07%	\$423.33
272469		Residential	\$31,500	\$6,458	0.10%	\$573.90
272470		Residential	\$129,830	\$6,458	0.10%	\$573.90
272471		Residential	\$266,220	\$6,458	0.10%	\$573.90
272472		Residential	\$309,260	\$6,458	0.10%	\$573.90
272473		Residential	\$253,150	\$6,458	0.10%	\$573.90
272474		Residential	\$268,000	\$6,458	0.10%	\$573.90
272475		Residential	\$360,990	\$6,458	0.10%	\$573.90
272476		Residential	\$283,760	\$4,764	0.07%	\$423.33
272477		Residential	\$31,500	\$4,764	0.07%	\$423.33
272478		Residential	\$93,160	\$4,764	0.07%	\$423.33
272479		Residential	\$42,000	\$6,351	0.10%	\$564.39
272480		Residential	\$340,510	\$6,351	0.10%	\$564.39
272481		Residential	\$325,670	\$6,351	0.10%	\$564.39
272482		Residential	\$285,160	\$6,351	0.10%	\$564.39
272483		Residential	\$406,720	\$6,351	0.10%	\$564.39
272484		Residential	\$304,660	\$6,351	0.10%	\$564.39
272485		Residential	\$362,610	\$6,351	0.10%	\$564.39
272486		Residential	\$340,170	\$6,351	0.10%	\$564.39
272487		Residential	\$31,500	\$6,458	0.10%	\$573.90
272488		Residential	\$194,830	\$6,458	0.10%	\$573.90

Parcel ID	Tract #	Land Use	2020 Appraised Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
272489		Residential	\$31,500	\$6,458	0.10%	\$573.90
272490		Open Space	\$6,750	\$0	0.00%	\$0.00
275414		School Site	\$5,985,730	\$0	0.00%	\$0.00
272370		Owner Association Property	\$14,250	\$63,750	1.00%	\$4,789.80
278569		Residential	\$42,000	\$2,724	0.04%	\$242.07
278570		Residential	\$42,000	\$2,724	0.04%	\$242.07
278571		Residential	\$42,000	\$2,724	0.04%	\$242.07
278572		Residential	\$42,000	\$2,724	0.04%	\$242.07
278573		Residential	\$42,000	\$2,724	0.04%	\$242.07
278574		Residential	\$42,000	\$2,724	0.04%	\$242.07
278575		Residential	\$42,000	\$2,724	0.04%	\$242.07
278576		Residential	\$42,000	\$2,724	0.04%	\$242.07
278577		Residential	\$42,000	\$2,724	0.04%	\$242.07
278578		Residential	\$42,000	\$2,724	0.04%	\$242.07
278579		Open Space	\$42,000	\$0	0.00%	\$0.00
278617		Residential	\$42,000	\$2,724	0.04%	\$242.07
278627		Residential	\$42,000	\$2,724	0.04%	\$242.07
278628		Residential	\$42,000	\$2,724	0.04%	\$242.07
278629		Residential	\$42,000	\$2,724	0.04%	\$242.07
278630		Residential	\$42,000	\$2,724	0.04%	\$242.07
278631		Residential	\$42,000	\$2,724	0.04%	\$242.07
278632		Residential	\$42,000	\$2,724	0.04%	\$242.07
278633		Residential	\$42,000	\$2,724	0.04%	\$242.07
278634		Residential	\$42,000	\$2,724	0.04%	\$242.07
278635		Residential	\$42,000	\$2,724	0.04%	\$242.07
278636		Residential	\$42,000	\$2,724	0.04%	\$242.07
278637		Residential	\$42,000	\$2,724	0.04%	\$242.07
278638		Residential	\$42,000	\$2,724	0.04%	\$242.07
278639		Residential	\$42,000	\$2,724	0.04%	\$242.07
278640		Residential	\$42,000	\$2,724	0.04%	\$242.07
278641		Residential	\$42,000	\$2,724	0.04%	\$242.07
278642		Residential	\$42,000	\$2,724	0.04%	\$242.07
278643		Residential	\$42,000	\$2,724	0.04%	\$242.07
278644		Open Space	\$42,000	\$0	0.00%	\$0.00
278645		Residential	\$42,000	\$2,724	0.04%	\$242.07
278646		Residential	\$42,000	\$2,724	0.04%	\$242.07
278647		Residential	\$42,000	\$2,724	0.04%	\$242.07
278648		Residential	\$42,000	\$2,724	0.04%	\$242.07
278649		Residential	\$42,000	\$2,724	0.04%	\$242.07
278650		Residential	\$42,000	\$2,724	0.04%	\$242.07
278651		Residential	\$42,000	\$2,724	0.04%	\$242.07
278652		Residential	\$42,000	\$2,724	0.04%	\$242.07
278653		Residential	\$42,000	\$2,724	0.04%	\$242.07
278654		Residential	\$42,000	\$2,724	0.04%	\$242.07
278655		Residential	\$42,000	\$2,724	0.04%	\$242.07
278656		Residential	\$42,000	\$2,724	0.04%	\$242.07
278657		Residential	\$42,000	\$2,724	0.04%	\$242.07
278658		Residential	\$42,000	\$2,724	0.04%	\$242.07
278660		Residential	\$42,000	\$2,724	0.04%	\$242.07
278661		Residential	\$42,000	\$2,724	0.04%	\$242.07
278662		Residential	\$42,000	\$2,724	0.04%	\$242.07
278663		Residential	\$42,000	\$2,724	0.04%	\$242.07
278664		Residential	\$42,000	\$2,724	0.04%	\$242.07
278665		Residential	\$42,000	\$2,724	0.04%	\$242.07
278666		Residential	\$42,000	\$2,724	0.04%	\$242.07
278667		Residential	\$42,000	\$2,724	0.04%	\$242.07
278668		Residential	\$42,000	\$2,724	0.04%	\$242.07
278669		Residential	\$42,000	\$2,724	0.04%	\$242.07
278670		Residential	\$42,000	\$2,724	0.04%	\$242.07
278671		Residential	\$42,000	\$2,724	0.04%	\$242.07
278672		Residential	\$42,000	\$2,724	0.04%	\$242.07
278673		Residential	\$42,000	\$2,724	0.04%	\$242.07
278674		Residential	\$42,000	\$2,724	0.04%	\$242.07
278580		Residential	\$42,000	\$2,724	0.04%	\$242.07
278581		Residential	\$42,000	\$2,724	0.04%	\$242.07
278582		Residential	\$42,000	\$2,724	0.04%	\$242.07

Parcel ID	Tract #	Land Use	2020 Appraised Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
278583		Residential	\$42,000	\$2,724	0.04%	\$242.07
278584		Residential	\$42,000	\$2,724	0.04%	\$242.07
278585		Residential	\$42,000	\$2,724	0.04%	\$242.07
278586		Residential	\$42,000	\$2,724	0.04%	\$242.07
278587		Residential	\$42,000	\$2,724	0.04%	\$242.07
278588		Residential	\$42,000	\$2,724	0.04%	\$242.07
278589		Residential	\$42,000	\$2,724	0.04%	\$242.07
278590		Residential	\$42,000	\$2,724	0.04%	\$242.07
278591		Residential	\$42,000	\$2,724	0.04%	\$242.07
278592		Residential	\$42,000	\$2,724	0.04%	\$242.07
278593		Residential	\$42,000	\$2,724	0.04%	\$242.07
278594		Residential	\$42,000	\$2,724	0.04%	\$242.07
278595		Residential	\$42,000	\$2,724	0.04%	\$242.07
278596		Residential	\$42,000	\$2,724	0.04%	\$242.07
278597		Residential	\$42,000	\$2,724	0.04%	\$242.07
278598		Residential	\$42,000	\$2,724	0.04%	\$242.07
278599		Residential	\$42,000	\$2,724	0.04%	\$242.07
278600		Residential	\$42,000	\$2,724	0.04%	\$242.07
278601		Residential	\$42,000	\$2,724	0.04%	\$242.07
278602		Residential	\$42,000	\$2,724	0.04%	\$242.07
278603		Residential	\$42,000	\$2,724	0.04%	\$242.07
278604		Residential	\$42,000	\$2,724	0.04%	\$242.07
278605		Residential	\$42,000	\$2,724	0.04%	\$242.07
278606		Residential	\$42,000	\$2,724	0.04%	\$242.07
278607		Residential	\$42,000	\$2,724	0.04%	\$242.07
278608		Residential	\$42,000	\$2,724	0.04%	\$242.07
278609		Residential	\$42,000	\$2,724	0.04%	\$242.07
278610		Residential	\$42,000	\$2,724	0.04%	\$242.07
278611		Residential	\$42,000	\$2,724	0.04%	\$242.07
278614		Residential	\$42,000	\$2,724	0.04%	\$242.07
278615		Residential	\$42,000	\$2,724	0.04%	\$242.07
278616		Residential	\$42,000	\$2,724	0.04%	\$242.07
278618		Residential	\$42,000	\$2,724	0.04%	\$242.07
278619		Residential	\$42,000	\$2,724	0.04%	\$242.07
278620		Residential	\$42,000	\$2,724	0.04%	\$242.07
278621		Residential	\$42,000	\$2,724	0.04%	\$242.07
278622		Residential	\$42,000	\$2,724	0.04%	\$242.07
278623		Residential	\$42,000	\$2,724	0.04%	\$242.07
278624		Residential	\$42,000	\$2,724	0.04%	\$242.07
278625		Residential	\$42,000	\$2,724	0.04%	\$242.07
278626		Residential	\$42,000	\$2,724	0.04%	\$242.07
276467		Residential	\$42,000	\$1,779	0.03%	\$158.13
276468		Residential	\$154,870	\$1,779	0.03%	\$158.13
276469		Residential	\$159,890	\$1,779	0.03%	\$158.13
276470		Residential	\$148,510	\$1,779	0.03%	\$158.13
276471		Residential	\$42,000	\$1,779	0.03%	\$158.13
276472		Residential	\$42,000	\$1,779	0.03%	\$158.13
276473		Residential	\$42,000	\$1,779	0.03%	\$158.13
276474		Residential	\$45,890	\$1,779	0.03%	\$158.13
276475		Residential	\$45,850	\$1,779	0.03%	\$158.13
276476		Residential	\$44,820	\$1,779	0.03%	\$158.13
276477		Residential	\$42,000	\$1,779	0.03%	\$158.13
276478		Residential	\$33,750	\$1,779	0.03%	\$158.13
276479		Residential	\$46,010	\$1,779	0.03%	\$158.13
276480		Residential	\$37,960	\$1,779	0.03%	\$158.13
276481		Residential	\$33,750	\$1,779	0.03%	\$158.13
276482		Residential	\$33,750	\$1,779	0.03%	\$158.13
276483		Residential	\$42,000	\$1,779	0.03%	\$158.13
276484		Residential	\$42,000	\$1,779	0.03%	\$158.13
276485		Residential	\$42,000	\$1,779	0.03%	\$158.13
276486		Residential	\$42,000	\$1,779	0.03%	\$158.13
276487		Residential	\$42,000	\$1,779	0.03%	\$158.13
276488		Residential	\$42,000	\$1,779	0.03%	\$158.13
276489		Residential	\$42,000	\$1,779	0.03%	\$158.13
276490		Residential	\$42,000	\$1,779	0.03%	\$158.13
276491		Residential	\$42,000	\$1,779	0.03%	\$158.13

Parcel ID	Tract #	Land Use	2020 Appraied Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
276520		Residential	\$136,010	\$1,779	0.03%	\$158.13
276521		Residential	\$31,500	\$1,779	0.03%	\$158.13
276522		Residential	\$31,500	\$1,779	0.03%	\$158.13
276523		Residential	\$34,490	\$1,779	0.03%	\$158.13
276524		Residential	\$31,500	\$1,779	0.03%	\$158.13
276525		Residential	\$181,210	\$1,779	0.03%	\$158.13
276526		Residential	\$31,500	\$1,779	0.03%	\$158.13
276527		Residential	\$31,500	\$1,779	0.03%	\$158.13
276528		Residential	\$31,500	\$1,779	0.03%	\$158.13
276529		Residential	\$31,500	\$1,779	0.03%	\$158.13
276530		Residential	\$31,500	\$1,779	0.03%	\$158.13
276531		Residential	\$31,500	\$1,779	0.03%	\$158.13
276532		Residential	\$31,500	\$1,779	0.03%	\$158.13
276533		Residential	\$31,500	\$1,779	0.03%	\$158.13
276534		Open Space	\$1,500	\$0	0.00%	\$0.00
276535		Residential	\$31,500	\$1,779	0.03%	\$158.13
276536		Residential	\$31,500	\$1,779	0.03%	\$158.13
276537		Residential	\$31,500	\$1,779	0.03%	\$158.13
276538		Residential	\$33,750	\$1,779	0.03%	\$158.13
276539		Residential	\$31,500	\$1,779	0.03%	\$158.13
276540		Residential	\$31,500	\$1,779	0.03%	\$158.13
276552		Residential	\$31,500	\$1,779	0.03%	\$158.13
276553		Residential	\$34,820	\$1,779	0.03%	\$158.13
276554		Residential	\$31,500	\$1,779	0.03%	\$158.13
276555		Residential	\$33,750	\$1,779	0.03%	\$158.13
276556		Residential	\$31,500	\$1,779	0.03%	\$158.13
276557		Residential	\$31,500	\$1,779	0.03%	\$158.13
276500		Residential	\$106,740	\$1,737	0.03%	\$154.38
276501		Residential	\$42,000	\$1,737	0.03%	\$154.38
276502		Residential	\$42,000	\$1,737	0.03%	\$154.38
276503		Residential	\$33,750	\$1,737	0.03%	\$154.38
276504		Open Space	\$2,250	\$0	0.00%	\$0.00
276505		Residential	\$78,800	\$1,737	0.03%	\$154.38
276506		Residential	\$31,500	\$1,737	0.03%	\$154.38
276507		Residential	\$31,500	\$1,737	0.03%	\$154.38
276508		Residential	\$31,500	\$1,737	0.03%	\$154.38
276509		Residential	\$42,000	\$1,737	0.03%	\$154.38
276510		Residential	\$33,750	\$1,737	0.03%	\$154.38
276511		Residential	\$33,750	\$1,737	0.03%	\$154.38
276512		Residential	\$33,750	\$1,737	0.03%	\$154.38
276513		Residential	\$33,750	\$1,737	0.03%	\$154.38
276541		Residential	\$31,500	\$1,737	0.03%	\$154.38
276542		Residential	\$130,560	\$1,737	0.03%	\$154.38
276543		Residential	\$132,090	\$1,737	0.03%	\$154.38
276544		Residential	\$33,750	\$1,737	0.03%	\$154.38
276545		Residential	\$33,750	\$1,737	0.03%	\$154.38
276546		Residential	\$33,750	\$1,737	0.03%	\$154.38
276547		Residential	\$31,500	\$1,737	0.03%	\$154.38
276548		Residential	\$31,500	\$1,737	0.03%	\$154.38
276549		Residential	\$31,500	\$1,737	0.03%	\$154.38
276550		Residential	\$31,500	\$1,737	0.03%	\$154.38
276551		Residential	\$31,500	\$1,737	0.03%	\$154.38
276497		Residential	\$42,000	\$1,755	0.03%	\$155.95
276498		Residential	\$42,000	\$1,755	0.03%	\$155.95
276499		Residential	\$112,900	\$1,755	0.03%	\$155.95
276514		Residential	\$42,000	\$1,755	0.03%	\$155.95
276515		Residential	\$42,000	\$1,755	0.03%	\$155.95
276516		Residential	\$31,500	\$1,755	0.03%	\$155.95
276517		Residential	\$42,000	\$1,755	0.03%	\$155.95
276518		Residential	\$42,000	\$1,755	0.03%	\$155.95
TOTAL				\$6,375,000	100%	\$565,624.80

Parcel ID	Tract #	Land Use	2020 Appraied Value	Special Assessment	% of Special Assessment for allocating the 2020-21 Annual Installment	Annual Installment 2020-21
276492		Residential	\$33,750	\$1,779	0.03%	\$158.13
276493		Residential	\$42,000	\$1,779	0.03%	\$158.13
276494		Residential	\$42,000	\$1,779	0.03%	\$158.13
276495		Residential	\$228,360	\$1,779	0.03%	\$158.13
276496		Residential	\$192,050	\$1,779	0.03%	\$158.13
276519		Residential	\$31,500	\$1,779	0.03%	\$158.13

APPENDIX E
PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix E
Proposed Improvement Area #2 Assessment Roll

**Parcel
Units
Assessment**

**178992
186
\$1,870,000**

Year ¹	Principal ²	Interest ²	Administrative Expenses ³	Prepayment and Delinquency Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment
1	\$30,000	\$88,077	\$18,600	\$0	\$0	\$0	\$136,677
2	\$30,000	\$86,664	\$18,972	\$0	\$0	\$0	\$135,636
3	\$30,000	\$85,251	\$19,351	\$0	\$0	\$0	\$134,602
4	\$35,000	\$83,838	\$19,738	\$0	\$0	\$0	\$138,576
5	\$35,000	\$82,190	\$20,133	\$0	\$0	\$0	\$137,323
6	\$35,000	\$80,541	\$20,536	\$0	\$0	\$0	\$136,077
7	\$40,000	\$78,893	\$20,947	\$0	\$0	\$0	\$139,839
8	\$40,000	\$77,009	\$21,366	\$0	\$0	\$0	\$138,374
9	\$40,000	\$75,125	\$21,793	\$0	\$0	\$0	\$136,917
10	\$45,000	\$73,241	\$22,229	\$0	\$0	\$0	\$140,469
11	\$45,000	\$71,121	\$22,673	\$0	\$0	\$0	\$138,794
12	\$50,000	\$69,002	\$22,673	\$0	\$0	\$0	\$141,675
13	\$50,000	\$66,647	\$22,673	\$0	\$0	\$0	\$139,320
14	\$55,000	\$64,292	\$22,673	\$0	\$0	\$0	\$141,965
15	\$55,000	\$61,701	\$22,673	\$0	\$0	\$0	\$139,374
16	\$60,000	\$59,111	\$22,673	\$0	\$0	\$0	\$141,784
17	\$60,000	\$56,285	\$22,673	\$0	\$0	\$0	\$138,958
18	\$65,000	\$53,459	\$22,673	\$0	\$0	\$0	\$141,132
19	\$70,000	\$50,397	\$22,673	\$0	\$0	\$0	\$143,070
20	\$70,000	\$47,100	\$22,673	\$0	\$0	\$0	\$139,773
21	\$75,000	\$43,803	\$22,673	\$0	\$0	\$0	\$141,476
22	\$80,000	\$40,271	\$22,673	\$0	\$0	\$0	\$142,944
23	\$80,000	\$36,503	\$22,673	\$0	\$0	\$0	\$139,176
24	\$85,000	\$32,735	\$22,673	\$0	\$0	\$0	\$140,408
25	\$90,000	\$28,731	\$22,673	\$0	\$0	\$0	\$141,404
26	\$95,000	\$24,492	\$22,673	\$0	\$0	\$0	\$142,165
27	\$100,000	\$20,018	\$22,673	\$0	\$0	\$0	\$142,691
28	\$105,000	\$15,308	\$22,673	\$0	\$0	\$0	\$142,981
29	\$110,000	\$10,362	\$22,673	\$0	\$0	\$0	\$143,035
30	\$110,000	\$5,181	\$22,673	\$0	\$0	\$0	\$137,854
Total	\$1,870,000	\$1,667,340	\$657,131	\$0	\$0	\$0	\$4,194,471

1 - Beginning on the earlier of (i) the issuance of the Improvement Area #2 Bonds, or (ii) September 1, 2022.

2 - Represent the principal and interest on the Improvement Area #2 Reimbursement Agreement. Interest is calculated assuming an estimated 4.71% interest rate on the Improvement Area #2 Reimbursement Agreement and will be updated at the time of levy.

3- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

NORTH GROVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 REIMBURSEMENT AGREEMENT

This North Grove Public Improvement District Improvement Area #2 Reimbursement Agreement (this “Reimbursement Agreement”) is executed by and between the **City of Waxahachie, Texas** (the “City”) and **BBCP North Grove 79, LLC**, a Texas limited liability company (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”) to be effective April 19, 2021 (the “Effective Date”).

RECITALS

WHEREAS, capitalized terms used in this Reimbursement Agreement shall have the meanings given to them in this Reimbursement Agreement or in the *North Grove Public Improvement District Service and Assessment Plan*, dated April 19, 2021, as the same may be further amended, supplemented, and updated from time to time (the “SAP”) approved by Ordinance No. _____ passed and approved by the City Council on April 19, 2021; and

WHEREAS, on September 15, 2014 the City Council passed and approved Resolution No. 1189 authorizing the creation of the North Grove Public Improvement District (the “District”) covering approximately 768 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in phases, and special assessments for each phase have been or will be levied against the Assessed Property within such phase to pay the costs of Authorized Improvements that confer a special benefit on the Assessed Property within such phase; and

WHEREAS, Improvement Area #2 Improvements (as defined in the SAP) are to be constructed within Improvement Area #2 of the District Property, as described and depicted in the SAP; and

WHEREAS, on March 15, 2021, the City Council passed and approved Resolution No. 1306 determining, among other things, the estimated costs of the Improvement Area #2 Improvements; and

WHEREAS, on April 19, 2021, the City Council passed and approved Ordinance No. _____ (the “Assessment Ordinance”) which, among other things, approved the SAP (including the Improvement Area #2 Assessment Roll), levied assessments, and established the dates upon which interest on assessments will begin to accrue and collection of assessments will begin; and

WHEREAS, in addition to approving the SAP, the Assessment Ordinance levied assessments against property within Improvement Area #2 (the “Improvement Area #2 Assessed Property”) for the Improvement Area #2 Improvements in accordance with the Improvement Area #2 Assessment Roll attached as Appendix E to the SAP; and

WHEREAS, the Parties have entered into that certain “North Grove Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement” dated as of April 19, 2021 (the “Construction Funding Agreement”) for the construction of the Improvement Area #2 Improvements; and

WHEREAS, the SAP established \$5,281,655.00 as the cost of the Improvement Area #2 Improvements, of which, \$1,870,000.00 is to be assessed against Improvement Area #2 of the District Property (the “Improvement Area #2 Improvements Costs”); and

WHEREAS, the SAP allocated the Improvement Area #2 Improvements Costs to Improvement Area #2 of the District Property, and the SAP contemplated the allocation of the Improvement Area #2 Improvements Costs among the single family residential lots to be created from the subdivision of Improvement Area #2; and

WHEREAS, assessments against lots within Improvement Area #2 of the District (“Improvement Area #2 Assessments”) are reflected on the Improvement Area #2 Assessment Roll as approved by the City Council; and

WHEREAS, the SAP and the Assessment Ordinance provide, in part, that an assessment or assessments may be paid in full, and if an assessment is not paid in full, it shall be due and payable in Annual Installments plus interest for a period of 30 years or until the assessment is paid in full; and

WHEREAS, all revenue received and collected by the City from the collection of the Improvement Area #2 Assessments and Annual Installments (excluding Delinquent Collection Costs, and Administrative Expenses) (the “Improvement Area #2 Assessment Revenue”) shall be deposited as required by the PID Act into an assessment fund that is segregated from all other funds of the City (the “Improvement Area #2 Assessment Fund”); and

WHEREAS, if Future Improvement Area #2 Bonds (as defined below) are issued, Improvement Area #2 Assessment Revenue shall be collected and deposited as provided in the indenture(s) authorizing the issuance of the Future Improvement Area #2 Bonds; and

WHEREAS, the Improvement Area #2 Assessment Revenue deposited into the Improvement Area #2 Assessment Fund shall be used to reimburse the Developer and its assigns for the Improvement Area #2 Improvements Costs advanced by the Developer in an amount not to exceed \$1,870,000.00, plus interest; and

WHEREAS, the Parties agree that this Reimbursement Agreement supersedes and replaces any prior agreements (whether written or oral) including any amendments to those prior agreements between the Parties regarding the subject matter hereof; and

WHEREAS, the obligations of the City to use the Improvement Area #2 Assessments hereunder is authorized by the PID Act;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS OF THE PARTIES SET FORTH IN THIS REIMBURSEMENT AGREEMENT AND FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct, create obligations of the Parties, and are incorporated as part of this Reimbursement Agreement for all purposes.
2. Reimbursement. Strictly subject to the terms, conditions, and requirements and solely from the Improvement Area #2 Assessment Revenues as herein provided, the City agrees to pay the Developer and its assigns, and the Developer and its assigns shall be entitled to receive from the City, the amount equal to the actual costs of the Improvement Area #2 Improvements paid by the Developer for the Improvement Area #2 Improvements Costs that were within budgeted costs, or authorized overrun costs, that were paid or incurred by the Developer in accordance with the Construction Funding Agreement plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until September 1, 2051 (the "Maturity Date"), and which shall be reimbursed to the Developer and its assigns in a principal amount not to exceed \$1,870,000.00 (the "Reimbursement Amount"), plus interest accrued, as hereinafter provided; provided, however, the Reimbursement Amount, plus interest accrued, shall not exceed \$3,537,340.00. The City hereby covenants to create, concurrently with the execution of this Reimbursement Agreement, a separate fund to be designated the "Improvement Area #2 Assessment Fund." The Reimbursement Amount is payable from monies to be deposited in the Improvement Area #2 Assessment Fund, or from the net proceeds of Future Improvement Area #2 Bonds, as described below:
 - a. The Reimbursement Amount is payable solely from: (i) the Improvement Area #2 Assessment Revenue received and collected by the City and deposited into the Improvement Area #2 Assessment Fund; (ii) the net proceeds (after payment of costs of issuance, including the costs paid or incurred by the City) of one or more series of bonds (the "Future Improvement Area #2 Bonds") issued by the City and secured by the Improvement Area #2 Assessment Revenue; or (iii) a combination of items (i) and (ii) immediately above. The Improvement Area #2 Assessment Revenue shall be received, collected and deposited into the Improvement Area #2 Assessment Fund subject to the following limitations:

- i. Calculation of the Improvement Area #2 Assessments and the first Annual Installment for a Lot or Parcel shall begin as provided for in the SAP and the Assessment Ordinance.
 - ii. Until such time as Future Improvement Area #2 Bonds are issued, the Improvement Area #2 Assessments shall accrue interest at the rates set forth in this Section 2. Interest shall continue on the unpaid principal amount of the Improvement Area #2 Assessments for a Lot for the earlier of 30 years or until the Improvement Area #2 Assessments for such Lot are paid in full.
 - iii. The Developer and its assigns shall be reimbursed in a combined aggregate amount not to exceed \$1,870,000.00 plus interest from the Improvement Area #2 Assessment Fund and as allowed under Section 2(a) above.
 - iv. The unpaid Reimbursement Amount shall bear simple interest per annum at the rate of 4.71%, provided that, in the event Future Improvement Area #2 Bonds are issued, the per annum interest rate on the Reimbursement Amount shall not exceed, and shall be limited to, the per annum interest rate on such bonds. The interest rate has been approved by the City Council and is authorized by the PID Act and was determined based upon *The Bond Buyer*, a daily publication that publishes this interest rate index, which the highest average index rate for tax-exempt bonds reported in the previous month was 2.71%. The interest rate of 4.71% contained herein comply with Subsections 372.023(e)(1) and (e)(2) of the PID Act.
 - v. If Future Improvement Area #2 Bonds are issued, the City shall bill, collect, and upon receipt, deposit all Improvement Area #2 Assessment Revenue relating to such bonds in the manner set forth in the indenture(s) authorizing such bonds.
3. Unpaid Balance. The amount of the Reimbursement Amount that has not been paid, plus the interest accrued as described in Section 2(a)(iv) above, are collectively, the “Unpaid Balance.” The Unpaid Balance is secured by and payable solely from the Improvement Area #2 Assessment Revenue received and collected by the City and deposited into the Improvement Area #2 Assessment Fund or from the net proceeds of the Future Improvement Area #2 Bonds. No other City funds, revenue, taxes, or income of any kind shall be used to pay the Unpaid Balance, even if the Unpaid Balance is not paid in full by the Maturity Date. This Reimbursement Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than Improvement Area #2 Assessment Revenue received, collected and deposited into the Improvement Area #2 Assessment Fund or from the net proceeds of the Future Improvement Area #2 Bonds. The City covenants that it will comply with the provisions of this Reimbursement Agreement,

the Construction Funding Agreement, and the PID Act, including provisions relating to the administration of the District and the enforcement and collection of taxes and assessments, and all other covenants provided therein. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Improvement Area #2 Assessment Revenue and, as a result, is unable to make transfers from the Improvement Area #2 Assessment Revenue Fund for payments to the Developer as required under this Reimbursement Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Reimbursement Agreement.

4. Future Improvement Area #2 Bonds. If Future Improvement Area #2 Bonds are issued, the net proceeds of such Future Improvement Area #2 Bonds shall be used, from time to time, first to pay the Unpaid Balance due to the Developer under this Reimbursement Agreement for the costs of Improvement Area #2 Improvements that have already been paid and then to pay all or any portion of any Improvement Area #2 Improvements Cost. If, after application of the net proceeds of such Future Improvement Area #2 Bonds, any Improvement Area #2 Improvements Cost remains unpaid, then the Developer shall pay or caused to be paid such cost. If, after application of the net proceeds of any Future Improvement Area #2 Bonds, the Unpaid Balance due the Developer remains unpaid, all payments toward the Unpaid Balance due the Developer shall be paid from amounts deposited into any funds created for such purpose under any indenture relating to any Future Improvement Area #2 Bonds. Once the principal amount of all Future Improvement Area #2 Bonds plus all payments paid to the Developer under this Reimbursement Agreement equal the Unpaid Balance, this Reimbursement Agreement shall terminate.
5. Assignment. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with written notice to) the City, the Developer's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of the Unpaid Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). Notwithstanding the foregoing, however, no Transfer shall be effective until five days after notice of the Transfer is received by the City, including for each Transferee the information required by Section 9 below. The City may rely on any notice of a Transfer received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The Developer waives all rights or claims against the City for any such funds provided to a third party as a result of a Transfer for which the City has received notice.

6. Limited Liability of City. The obligations of the City under this Reimbursement Agreement are non-recourse and payable only from the Improvement Area #2 Assessment Fund or the net proceeds of the Future Improvement Area #2 Bonds and such obligations do not create a debt or other obligation payable from any other City revenues, taxes, income, or property. None of the City or any of its elected or appointed officials or any of its officers or employees shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omissions under this Reimbursement Agreement.
7. Other Agreements. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the City of any remedy the City may otherwise have outside this Reimbursement Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction or installation of the Improvement Area #2 Improvements. The obligations of the Developer hereunder shall be those as a Party hereto and not solely as an owner of property in the District. Nothing herein shall be constructed, nor is intended, to affect the City's or Developer's rights and duties to perform their respective obligations under other agreements, regulations and ordinances.
8. Applicable Law; Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Ellis County, Texas.
9. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be signed by or on behalf of the Party giving the Notice, and shall be deemed effective as follows: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 72 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section. All Notices given pursuant to this Section shall be addressed as follows:

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To the City: Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

With a copy to: Attn: Robert Brown, City Attorney
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

To the Developer: Attn: Clayton Snodgrass
BBCP North Grove 79, LLC
16950 Dallas Parkway, Suite 102
Dallas, Texas 75248

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

10. Notwithstanding anything herein to the contrary, nothing herein shall otherwise authorize or permit the use by the City of the Improvement Area #2 Assessments contrary to the provisions of the PID Act.

11. Remedies:

- a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a “Failure”) and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a “Default.” Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party and all Transferees of the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional 30 day period so long as the non-performing Party is diligently pursuing a cure. Any Transferee shall have the same rights as the Developer to enforce the obligations of the City under this Reimbursement Agreement and shall also have the right, but not the obligation, to cure any alleged Failure by the Developer within the same time periods that are

provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Reimbursement Agreement with respect to Developer obligations under this Reimbursement Agreement unless the Transferee agrees to be bound.

- b. If the Developer is in Default, the City shall have available all remedies at law or in equity, provided that no Default by the Developer shall: (1) affect the obligations of the City to use the amounts transferred to the Improvement Area #2 Assessment Fund as provided in Sections 2 and 3 of this Reimbursement Agreement; or (2) entitle the City to terminate this Reimbursement Agreement.
 - c. If the City is in Default, the Developer's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the City; or (2) seek specific enforcement of this Reimbursement Agreement.
12. Conflicts. To the extent there is a conflict between this Reimbursement Agreement and an indenture securing the Future Improvement Area #2 Bonds, the indenture securing the Future Improvement Area #2 Bonds shall control as the provisions relate to the Improvement Area #2 Assessments. To the extent there is a conflict between this Reimbursement Agreement and the Construction Funding Agreement, the Construction Funding Agreement shall control.
 13. Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.
 14. No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the Developer to enforce its remedies under this Reimbursement Agreement.
 15. Parties in Interest. Nothing in this Reimbursement Agreement, express or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the City and the Developer and its assigns any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the City and the Developer.
 16. Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Reimbursement Agreement. Accordingly, the rule of construction that any ambiguities

are to be resolved against the drafting Party will not apply to interpreting this Reimbursement Agreement. In the event of any dispute over the meaning or application of any provision of this Reimbursement 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.

17. Time. In this Reimbursement Agreement, time is of the essence and compliance with the times for performance herein is required.
18. Authority and Enforceability. The City represents and warrants that this Reimbursement Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Reimbursement Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Reimbursement Agreement has been approved by appropriate action of the Developer, and that the individual executing this Reimbursement Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Reimbursement Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.
19. Entire Agreement. This Reimbursement Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Reimbursement Agreement. This Reimbursement Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Reimbursement Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Reimbursement Agreement; (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 Reimbursement Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.
20. Counterparts. This Reimbursement Agreement may be executed in any number of counterparts, each of which shall be deemed an original.
21. Further Documents. The Parties agree that at any time after execution of this Reimbursement 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 Reimbursement 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 Reimbursement Agreement is executed or any future City Council.

22. Term. The term of this Reimbursement Agreement is thirty (30) years, or until the Unpaid Balance is paid in full, whichever occurs first. If the Developer defaults under this Reimbursement Agreement and the Construction Funding Agreement, this Reimbursement Agreement and the Construction Funding Agreement shall not terminate with respect to the costs of the Improvement Area #2 Improvements that have been approved by the City pursuant to an approved Certification for Payment (as defined in the Construction Funding Agreement) prior to the date of default.
23. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Reimbursement 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 Reimbursement Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) 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. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.
24. 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 Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. The foregoing verification is made solely to comply with Section 2271.002, 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.
25. Iran, Sudan, and Foreign Terrorist Organizations. The Developer hereby 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>,

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<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.

[SIGNATURE PAGES TO FOLLOW]

(19)

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

ATTEST:

CITY OF WAXAHACHIE

_____, City Secretary

_____, Mayor

APPROVED AS TO FORM

_____, Attorney for the City

[Signature Page for North Grove PID IA #2 Reimbursement Agreement]

(19)

DEVELOPER:

BBCP North Grove 79, LLC,
a Texas limited liability company

By: _____
Name: _____
Its: _____

[Signature Page for North Grove PID IA #2 Reimbursement Agreement]

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**NORTH GROVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2
CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT**

THIS NORTH GROVE PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT (this “Agreement”), dated as of April 19, 2021, is by and between the **CITY OF WAXAHACHIE, TEXAS**, *a home rule municipality of the State of Texas* (the “City”), and **BBCP NORTH GROVE 79, LLC**, a Texas limited liability company (the “Developer”) (individually referred to as a “Party” and collectively as the “Parties”).

**ARTICLE I
DEFINITIONS**

The following terms shall have the meanings ascribed to them in this Article I for purposes of this Agreement. Unless otherwise indicated, any other terms, capitalized or not, when used herein shall have the meanings ascribed to them in the Service and Assessment Plan (as hereinafter defined).

“**Actual Cost(s)**” means the costs of the Improvement Area #2 Improvements actually paid or incurred for the design, construction, and installation of the Improvement Area #2 Improvements.

“**Administrator**” means, initially, Municap, Inc., or any other individual or entity designated by the City to administer the District.

“**Annual Service Plan Update**” means the annual update to the Service and Assessment Plan conducted by the Administrator pursuant to Section IV of the Service and Assessment Plan.

“**Budgeted Cost(s)**” means the costs shown on **Exhibit A** attached hereto.

“**Certification for Payment**” means a certificate, substantially in the form of **Exhibit B** hereto or otherwise agreed to by the Developer, the Administrator, and City Representative, executed by an engineer, construction manager or other person or entity acceptable to the City, as evidenced by the signature of a City Representative, provided to the City Representative and the Administrator, specifying the amount of work performed and the amount charged for that work, including materials and labor costs, presented to the Administrator to request payment for Improvement Area #2 Improvements Cost(s).

“**City Manager**” means the City Manager of the City, or its designee.

“**City Inspector**” means an individual employed by or an agent of the City whose job is, in part or in whole, to inspect infrastructure to be owned by the City for compliance with all rules and regulations applicable to the development and the infrastructure inspected.

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“City Representative” means City Manager of the City, or any other official or agent of the City later authorized by the City to undertake the action referenced herein.

“Construction Contracts” means the contracts for the construction of the Improvement Area #2 Improvements. **“Construction Contract”** means any one of the Construction Contracts.

“Cost(s)” means the Budgeted Cost(s) or the Actual Cost(s) of an Improvement Area #2 Improvement as reflected in a construction contract, if greater than the Budgeted Cost(s).

“Cost Overrun” means, with respect to each Improvement Area #2 Improvement, the Cost(s) or Actual Cost(s) as appropriate of such Improvement Area #2 Improvement in excess the Budgeted Cost(s).

“Cost Underrun” means, with respect to each Improvement Area #2 Improvement, the amount by which the Budgeted Cost(s) exceeds the Actual Cost(s), as appropriate, of such Improvement Area #2 Improvement.

“District” means the North Grove Public Improvement District created by the City on September 15, 2014.

“Final Completion” means completion of an Improvement Area #2 Improvement (including a section or segment of an Improvement Area #2 Improvement) in compliance with existing City standards for dedication under the City’s ordinances.

“Improvement Area #2 Assessed Property” means any property that benefits from the Improvement Area #2 Improvements within the District on which Special Assessments have been imposed as shown in the Improvement Area #2 Assessment Roll, as the Improvement Area #2 Assessment Roll is updated each year by the Annual Service Plan Update. Improvement Area #2 Assessed Property includes Parcels within the District other than Non-Benefited Property.

“Improvement Area #2 Assessment Fund” means the fund by such name created under the Improvement Area #2 Reimbursement Agreement where monies from the collection of Improvement Area #2 Special Assessments are to be deposited in accordance with the Improvement Area #2 Reimbursement Agreement.

“Improvement Area #2 Improvements” mean, collectively, the Improvement Area #2 Improvements listed in **Exhibit A** to be constructed in compliance with City ordinances and regulations. An individual Improvement Area #2 Improvement, including a completed segment or part, shall be referred to as an **Improvement Area #2 Improvement**.

“Improvement Area #2 Reimbursement Agreement” means the North Grove Public Improvement District Improvement Area #2 Reimbursement Agreement dated as of April 19, 2021, by and between the City and the Developer providing for the construction and financing of certain Improvement Area #2 Improvements by the Developer for which the Developer will be

reimbursed by the City pursuant to the PID Act.

“PID Act” means the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, Improvement Districts in Municipalities and Counties, Subchapter A, Public Improvement Districts, as amended.

“Plans” means the plans, specifications, schedules and related construction contracts for the Improvement Area #2 Improvements, respectively, approved pursuant to the applicable standards and ordinances of the City, and any other applicable governmental entities.

“Service and Assessment Plan” means the North Grove Public Improvement District Service and Assessment Plan, adopted by the City Council on February 25, 2015, as updated for Improvement Area #2 on April 19, 2021, as the same may be updated, amended, or supplemented, for the purpose of assessing allocated cost(s) against the property located within the boundaries of the District having terms, provisions and findings approved and agreed to by the Developer and the City, as required by this Agreement and in accordance with the PID Act.

“Substantial Completion” means the time at which the construction of a Improvement Area #2 Improvement (or specified part thereof) has progressed to the point where such Improvement Area #2 Improvement (or a specified part thereof) is sufficiently complete in accordance with the Construction Contracts related thereto so that such Improvement Area #2 Improvement (or a specified part thereof) can be utilized for the purposes for which it is intended.

“Supplement” means a written document agreed upon by the Parties to this Agreement amending, supplementing, or otherwise modifying this Agreement and any exhibit hereto, including any amendments to the list of Improvement Area #2 Improvements in **Exhibit A** in a manner consistent with the Service and Assessment Plan, the PID Act and this Agreement.

ARTICLE II RECITALS

Section 2.01. The District and the Improvement Area #2 Improvements.

- (a) The City has created the District under the PID Act for the financing of, among other things, the acquisition, construction, and installation of the Improvement Area #2 Improvements.
- (b) The Improvement Area #2 Improvements are eligible to be financed with the collection of Special Assessments from property within the District to the extent specified in the Service and Assessment Plan.
- (c) The Developer will undertake the construction and installation or cause the construction and installation of the Improvement Area #2 Improvements for dedication to and acceptance by the City, in accordance with the terms and conditions contained in this Agreement.

Section 2.02. Agreements. In consideration of the mutual promises and covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree that the foregoing recitals, as applicable to each, are true and correct and further make the agreements set forth herein.

ARTICLE III FUNDING

Section 3.01. Reimbursements.

- (a) The City's obligation with respect to the payment of the Improvement Area #2 Improvements shall be limited to the Budgeted Cost(s), and shall be payable solely from amounts on deposit within the Improvement Area #2 Assessment Fund for the payment of such cost(s) as provided herein and in the Service and Assessment Plan. The Developer agrees and acknowledges that it is responsible for all Actual Costs, Cost Overruns, except to the extent as provided for in Section 4.04 below, and all expenses related to the Improvement Area #2 Improvements.
- (b) The obligation of owners of Improvement Area #2 Assessed Property within the District, including the Developer to the extent it owns any Improvement Area #2 Assessed Property in the District, to pay Special Assessments is not in any way dependent on the availability of amounts in the Improvement Area #2 Assessment Fund, or otherwise available from other sources, including bonds issued by the City, that are secured or that are to be paid, in whole or in part, by Improvement Area #2 Special Assessments, to pay for all or any portion of the Improvement Area #2 Improvement Cost(s) hereunder.
- (c) The Developer acknowledges that any lack of availability of amounts in the Improvement Area #2 Assessment Fund or otherwise available from other sources, including bonds issued by the City, that are secured or that are to be paid, in whole or in part, by Improvement Area #2 Special Assessments, to pay the costs of the Improvement Area #2 Improvements shall in no way diminish any obligation of the Developer with respect to the construction of or contributions for the Improvement Area #2 Improvements required by this Agreement or any other agreement to which the Developer is a party or any governmental approval to which the Developer or any land within the District is subject.
- (d) The City shall have no responsibility whatsoever to the Developer with respect to the investments of any monies held by a trustee under an indenture, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment.

Section 3.02. Disbursements.

The City and the Developer agree that monies deposited into the Improvement Area #2 Assessment Fund and upon the presentation of evidence satisfactory to the City Representative, the City will, on an monthly basis if a Certification for Payment is approved by the City, cause the

payment for cost(s) of Improvement Area #2 Improvements up to \$1,870,000.00 plus interest accrued pursuant to the Improvement Area #2 Reimbursement Agreement from the Improvement Area #2 Assessment Fund, subject to the availability of funds in the Improvement Area #2 Assessment Fund, to the Developer or its assignees. These payments will be delivered to the Developer or its assignees pursuant to the submission of a Certification for Payment, in accordance with this Agreement and the Improvement Area #2 Reimbursement Agreement, substantially in the form of **Exhibit B** attached hereto.

Section 3.03. Accounts. All disbursements from the Improvement Area #2 Assessment Fund shall be made by the City in accordance with provisions of this Agreement, the Service and Assessment Plan, and in all respects, the Improvement Area #2 Reimbursement Agreement.

ARTICLE IV CONSTRUCTION OF IMPROVEMENT AREA #2 IMPROVEMENTS

Section 4.01. Duty of Developer to Construct.

- (a) All Improvement Area #2 Improvements shall be constructed by or at the direction of the Developer in accordance with the Plans and in accordance with this Agreement. The Developer shall perform or caused to be performed all of its obligations and shall conduct all operations with respect to the construction of Improvement Area #2 Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of the Improvement Area #2 Improvements to be acquired and accepted by the City, from the Developer as provided in this Agreement.
- (b) The Developer shall not be relieved of its obligation to construct or cause to be constructed each Improvement Area #2 Improvement and, upon completion, inspection, and acceptance, convey each Improvement Area #2 Improvement to the City in accordance with the terms hereof, even if there are insufficient funds in the Improvement Area #2 Assessment Fund to pay the Actual Cost(s) thereof.

Section 4.02. No Competitive Bidding. The Improvement Area #2 Improvements shall not require competitive bidding pursuant to and Section 252.022(9) of the Texas Local Government Code, as amended.

Section 4.03. Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City with respect to the Improvement Area #2 Improvements.

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Section 4.04. Remaining Funds after Completion of an Improvement Area #2 Improvement. Upon the Final Completion of an Improvement Area #2 Improvement (or its completed segment or portion thereof) and payment of all outstanding invoices for such Improvement Area #2 Improvement, if the Actual Cost(s) of such Improvement Area #2 Improvement (or its completed segment or portion thereof) is less than the Budgeted Cost(s) (a “Cost Underrun”), any remaining Budgeted Cost(s) will be available to pay Cost Overruns on any other Improvement Area #2 Improvement (or its completed segment or portion thereof). Prior to Final Completion of all of the Improvement Area #2 Improvements (or its completed segment or portion thereof), any anticipated Cost Underruns for such Improvement Area #2 (or segment or portion thereof) may be applied to any Cost Overruns on any other Improvement Area #2 Improvement. Upon the Final Completion of the Improvement Area #2 Improvements (or its completed segment or phase thereof) and the payment thereof pursuant to the terms of the Improvement Area #2 Reimbursement Agreement, if there are funds remaining in the Improvement Area #2 Assessment Fund, such funds may be used to reimburse the Developer for any qualifying costs of the Improvement Area #2 Improvements (or segment or portion thereof) that have not been previously paid. If bonds are issued by the City that are secured by or that are to be paid, in whole or in part, by Improvement Area #2 Special Assessments for the payment of the Improvement Area #2 Improvements, any net balance remaining in the Improvement Area #2 Assessment Fund after a reconciliation of Cost Overruns and Cost Underruns related to Improvement Area #2 Improvements (or its completed segment or phase thereof) will be distributed first to the bond trustee, to the extent prepayment is allowed without penalty under the indenture, for the payment of such bonds, second to the City’s general fund, and in no case to the Developer, and the City agrees that upon such issuance of bonds, funds deposited to the Improvement Area #2 Assessment Fund for the payment of Improvement Area #2 Improvements will be dispersed only as described in the bond indenture.

Section 4.05. Contracts and Change Orders. The Developer shall be responsible for entering into all contracts and any supplemental agreements (herein referred to as “change orders”) required for the construction of the Improvement Area #2 Improvements. The Developer may approve and implement any change orders, even if such change order would increase the Cost of an Improvement Area #2 Improvement, but the Developer shall be solely responsible for payment of any Cost Overruns resulting from such change orders, except for amounts available and approved pursuant to Section 4.04.

ARTICLE V ACQUISITION, CONSTRUCTION, AND PAYMENT

Section 5.01. Payment Requests for the Improvement Area #2 Improvements.

- (a) No payment hereunder shall be made from the Improvement Area #2 Assessment Fund or pursuant to any bond indenture for bonds issued by the City for an Improvement Area #2 Improvement (or its completed segment or phase thereof), until a Certification for Payment

is received from the Developer for work with respect to an Improvement Area #2 Improvement (or its completed segment or phase thereof) and approved for payment by the City. Upon receipt of a Certification for Payment, substantially in the form of **Exhibit B** hereto (along with all accompanying documentation required by the City) from the Developer, the City Inspector shall conduct a review in order to confirm that such request is complete, to confirm that the work with respect to such Improvement Area #2 Improvement identified therein for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable Plans therefor and with the terms of this Agreement, and to verify and approve the Actual Cost of such work specified in such Certification for Payment (collectively, the "Developer Compliance Requirements"), and shall, upon the conclusion of the review, forward the request to the City Representative. The City Inspector and/or City Representative shall also conduct such review as is required in his discretion to confirm the matters certified in the Certification for Payment. The Developer agrees to cooperate with the City Inspector and/or City Representative in conducting each such review and to provide the City Inspector and/or City Representative with such additional information and documentation as is reasonably necessary for the City Inspector and/or City Representative to conclude each such review.

- (b) Within fifteen (15) business days of receipt of any Certification for Payment, the City Representative shall either (i) approve and execute the Certification for Payment and forward the same to the Administrator for payment (from those funds available in the Improvement Area #2 Assessment Fund or, if bonds have been issued by the City, forward the Certification for Payment to the bond trustee, or (ii) in the event the City Representative disapproves the Certification for Payment, give written notification to the Developer of the City Representative's disapproval, in whole or in part, of such Certification for Payment, specifying the reasons for such disapproval and the additional requirements to be satisfied for approval of such Certification for Payment. If a Certification for Payment seeking reimbursement is approved only in part, the City Representative shall specify the extent to which the Certification for Payment is approved and shall deliver such partially approved Certification for Payment to the Administrator for approval in accordance with Section 5.02 hereof or to the bond trustee in accordance with payment provisions applicable to the bonds and delivery to the Developer in accordance with Section 5.01(d) hereof, and any such partial work shall be processed for payment under Section 5.02, notwithstanding such partial denial.
- (c) Within ten (10) business days of the City receiving additional documentation required for approval of the Certification for Payment, the City shall either (i) approve the Certification for Payment with respect to the disputed portion of the Certification for Payment and forward such approved Certification for Payment to the Administrator or the bond trustee,

as applicable, or (ii) deny the Certification for Payment with respect to the disputed portion of the Certification for Payment.

- (d) If the City Representative denies the Certification for Payment, the denial must be in writing, stating the reason(s) for denial. The denial may be appealed to the City Council by the Developer in writing within 30 days of being denied by the City Representative. Denial of the Certification for Payment by the City Council shall be attempted to be resolved by half-day mediation between the parties in the event an agreement is not otherwise reached by the parties, with the mediator's fee being paid by Developer. The Certification for Payment shall not be forwarded to the Administrator or the bond trustee, as applicable, for payment until the dispute is resolved by the City and the Developer.

Section 5.02. Payment for Improvement Area #2 Improvement.

- (a) If no bonds have been issued by the City, upon receipt of a reviewed and approved Certification for Payment, as evidenced by the signature of the City Representative, the Administrator shall make payment from the Improvement Area #2 Assessment Fund from those funds available, for such approved Certification for Payment pursuant to the terms of the Certification for Payment in an amount not to exceed the Budgeted Cost(s), except as provided for in Section 4.04, and in accordance with the Improvement Area #2 Reimbursement Agreement. Any amount remaining to be paid on a monthly basis after funds have been exhausted in the Improvement Area #2 Assessment Fund, shall remain as an amount outstanding to be paid, and shall be paid in the next monthly disbursement of funds from the Improvement Area #2 Assessment Fund, again subject to availability of funds in the Improvement Area #2 Assessment Fund and in accordance with the Improvement Area #2 Reimbursement Agreement.
- (b) Notwithstanding any other provisions of this Agreement, the Administrator shall make payment directly to the person or entity specified by the Developer in an approved Certification for Payment, including: (1) a general contractor or supplier of materials or services or jointly to Developer (or any permitted assignee of such Developer) and the general contractor or supplier of materials or services, as indicated in an approved Certification for Payment; (2) to the Developer or any assignee of the Developer if an unconditional lien release is attached to such Certification for Payment; and, (3) to the Developer, or to the third party contractor directly, at Developer's request as specified in the Certification for Payment, in the event the Developer provides a general contractor's or suppliers of materials unconditional lien release for a portion of the work covered by the Developer or any assignee of the Developer to the extent of such lien release. If the request for payment results in ninety percent (90%) or more of the Budgeted Costs for such Improvement Area #2 Improvement identified in such request for payment being paid, then the Administrator or the bond trustee, as applicable, shall hold the payment until work with

respect to that Improvement Area #2 Improvement has been completed by the Developer and accepted by the City. Neither the Administrator, nor the City, City Council, City Manager, or City Representative shall have any liability for relying on the accuracy of the payee information in any Certification for Payment as presented by the Developer or its assignees.

(c) Withholding Payments.

Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanic's or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto, including the withholding of any payment that may be associated with the exercise of any such remedy, so long as such delay in performance shall not subject the Improvement Area #2 Improvement to foreclosure, forfeiture, or sale. In the event that any such mechanics or materialman's lien and/or judgment with respect to any Improvement Area #2 Improvement is contested, the Developer shall post or cause delivery of a surety bond in the amount determined by the City or City may decline to accept the Improvement Area #2 Improvement until such mechanics or materialman's lien and/or judgment is satisfied.

ARTICLE VI

OWNERSHIP AND TRANSFER OF IMPROVEMENT AREA #2 IMPROVEMENT

Section 6.01. Improvement Area #2 Improvement to be Owned by the City – Title Evidence. The Developer shall furnish to the City a preliminary title report for land with respect to the Improvement Area #2 Improvements, including any related rights-of-way, easements, and open spaces if any, to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City, for review and approval at least 30 calendar days prior to the transfer of title of an Improvement Area #2 Improvement to the City. The City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, could materially affect the City's use and enjoyment of any part of the property or easement covered by the preliminary title report. In the event the City does not approve the preliminary title report, the City shall not be obligated to accept title to the Improvement Area #2 Improvement until the Developer has cured such objections to title to the satisfaction of the City.

Section 6.02. Improvement Area #2 Improvement Constructed on City Land or Developer Land. If the Improvement Area #2 Improvement is on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Improvement Area #2 Improvement. If the Improvement Area #2 Improvement is on land owned by the Developer, the Developer hereby grants to the City an easement to enter upon such land for purposes related to inspection and maintenance (pending acquisition and acceptance) of the Improvement Area #2 Improvement. 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 Improvement Area #2 Improvement as required by this Agreement or as should in the City's reasonable judgment be granted to provide for convenient access to and routine and emergency maintenance of such Improvement Area #2 Improvement. The provisions for inspection and acceptance of such Improvement Area #2 Improvement otherwise provided herein shall apply.

ARTICLE VII REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 7.01. Representations, Covenants and Warranties of the Developer. The Developer represents and warrants for the benefit of the City as follows:

- (a) Organization. The Developer is a Texas limited liability company duly formed, organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, and has the power and authority to own its properties and assets and to carry on its business in the State of Texas as now being conducted as hereby contemplated.
- (b) Authority. The Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.
- (c) Binding Obligation. This Agreement is a legal, valid, and binding obligation of the Developer, enforceable against the Developer in accordance with its terms, subject to bankruptcy and other equitable principles.
- (d) Compliance with Law. The Developer shall not commit, suffer or permit any act to be done in, upon or to the lands of the Developer in the District or the Improvement Area #2 Improvements in violation of any law, ordinance, rule, regulation or order of any governmental authority or any covenant, condition or restriction now or hereafter affecting the lands in the District or the Improvement Area #2 Improvements.
- (e) Requests for Payment. The Developer represents and warrants that (i) it will not request payment from the Improvement Area #2 Assessment Fund for the acquisition or construction of any improvement that are not part of the Improvement Area #2 Improvements, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to the Certification for Payments.
- (f) Financial Records. For a period of two years after completion of the Improvement Area #2 Improvements, the Developer covenants to maintain proper books of record and account for the construction of the Improvement Area #2 Improvements and all Costs related thereto. Such accounting books shall be maintained in accordance with generally accepted accounting principles, and shall be available for inspection by the City or its agent at any

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reasonable time during regular business hours on reasonable notice.

- (g) Plans. The Developer represents that it has obtained or will obtain approval of the Plans from all appropriate departments of the City and from any other public entity or public utility from which such approval must be obtained. The Developer further agrees that, subject to the terms hereof, the Improvement Area #2 Improvements will be constructed in full compliance with such Plans and any change orders thereto consistent with the PID Act and this Agreement.
- (h) Additional Information. The Developer agrees to cooperate with all reasonable written requests for nonproprietary information by the City Manager or the City Representative related to the status of construction of the Improvement Area #2 Improvements within the District and the anticipated completion dates for future Improvement Area #2 Improvements.
- (i) Financial Resources. The Developer represents and warrants that it has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement.

Section 7.02. Indemnification and Hold Harmless. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE INSPECTOR, 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 IMPROVEMENT AREA #2 IMPROVEMENTS ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION OF THE IMPROVEMENT AREA #2 IMPROVEMENTS; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE IMPROVEMENT AREA #2 IMPROVEMENTS; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, REGARDING OR RELATED TO THE IMPROVEMENT AREA #2 IMPROVEMENTS OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE IMPROVEMENT AREA #2 IMPROVEMENTS, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE SOLE OR PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE

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“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 OF ANY INDEMNIFIED PARTY, DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY 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 DEVELOPER’S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER’S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES, PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES.

THIS SECTION 7.02 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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.

Section 7.03. Use of Monies by City. The City agrees not to take any action or direct the Administrator to take any action to expend, disburse or encumber the monies held in the Improvement Area #2 Assessment Fund, and any monies to be transferred thereto for any purpose other than the purposes permitted by the Service and Assessment Plan, including amendments and annual updates, or the Improvement Area #2 Reimbursement Agreement. To the extent authorized by law, the City agrees not to modify or supplement the Service and Assessment Plan without the approval of the Developer if as a result or as a consequence of such modification or supplement (a) the amount of monies that would otherwise have been (i) available under the Improvement

Area #2 Assessment Fund for the Costs of the Improvement Area #2 Improvements is reduced, delayed or deferred, or (ii) available in the Improvement Area #2 Assessment Fund upon the issuance of bonds as described herein, is reduced, delayed or deferred, (b) the obligations or liabilities of the Developer under this Agreement or the Improvement Area #2 Reimbursement Agreement are or may be increased or otherwise adversely affected in any manner, or (c) the rights of the Developer under this Agreement or the Improvement Area #2 Reimbursement Agreement are or may be modified in any manner.

Section 7.04. No Reduction of Special Assessments. The Developer agrees not to take any action or actions to reduce the total amount of such Special Assessments to be levied as of the effective date of this Agreement.

ARTICLE VIII TERMINATION

This Agreement may be terminated by the mutual, written consent of the City and the Developer, in which event the City may either execute contracts for or perform any remaining work related to the Improvement Area #2 Improvements not accepted by the City or other appropriate entity and use all or any portion of funds on deposit in the Improvement Area #2 Assessment Fund to pay for same, and the Developer shall have no claim or right to any further payments for the Cost(s) of an Improvement Area #2 Improvement hereunder, except as otherwise may be provided in such written consent.

Section 8.02. City's Election for Cause.

(a) The City, upon notice to Developer and the passage of the cure period identified in subsection (b) below, may terminate this Agreement, without the consent of the Developer if the Developer shall breach any material covenant or default in the performance of any material obligation hereunder.

(b) If any such event described in Section 8.02(a) occurs, the City shall give written notice of its knowledge of such event to the Developer, and the Developer agrees to promptly meet and confer with the City Inspector and other appropriate City staff and consultants as to options available to assure timely completion, subject to the terms of this Agreement, of the Improvement Area #2 Improvements. Such options may include, but not be limited to, the termination of this Agreement by the City. If the City elects to terminate this Agreement, the City shall first notify the Developer (and any mortgagee or trust deed beneficiary specified in writing by the Developer to the City to receive such notice) of the grounds for such termination and allow the Developer a minimum of 45 days to eliminate or to mitigate to the satisfaction of the City the grounds for such termination. Such period may be extended, at the sole discretion of the City, if the Developer, to the reasonable satisfaction of the City, is proceeding with diligence to eliminate or mitigate such grounds for termination. If at the end of such period (and any extension thereof), as determined

reasonably by the City, the Developer has not eliminated or completely mitigated such grounds to the satisfaction of the City, the City may then terminate this Agreement. In the event of the termination of this Agreement, the Developer is entitled to payment for work accepted by the City related to an Improvement Area #2 Improvement only as provided for under the terms of an indenture and this Agreement prior to the termination date of this Agreement. Notwithstanding the foregoing, so long as the Developer has breached any material covenant or defaulted in the performance of any material obligation hereunder, notice of which has been given by the City to the Developer, and such event has not been cured or otherwise eliminated by the Developer, the City may in its discretion cease or cause the trustee to cease making payments for the Actual Costs of Improvement Area #2 Improvements, provided that the Developer shall receive payment of the Actual Costs of any Improvement Area #2 Improvements that were accepted by the City at the time of the occurrence of such breach or default by the Developer upon submission of the documents and compliance with the other applicable requirements of this Agreement.

(c) If this Agreement is terminated by the City for cause, the City may either execute contracts for or perform any remaining work related to the Improvement Area #2 Improvements not accepted by the City and use all or any portion of the funds on deposit in the Improvement Area #2 Assessment Fund and the Developer shall have no claim or right to any further payments for the Improvement Area #2 Improvements hereunder, except as otherwise may be provided upon the mutual written consent of the City and the Developer or as provided for in the Improvement Area #2 Reimbursement Agreement. The City shall have no obligation to perform any work related to an Improvement Area #2 Improvement or to incur any expense or cost in excess of the remaining balance of the Improvement Area #2 Assessment Fund.

Section 8.03. Construction of the Improvement Area #2 Improvements Upon Termination of this Agreement. Notwithstanding anything to the contrary contained herein, upon the termination of this Agreement pursuant to this Article VIII, the Developer shall perform its obligations with respect to the Improvement Area #2 Improvements in accordance with this Agreement.

Section 8.04. Force Majeure. Whenever performance is required of a party hereunder, that party shall use all due diligence and take all necessary measures in good faith to perform, but if completion of performance is delayed by reasons of floods, earthquakes or other acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, epidemics and pandemics, damage to work in progress by casualty or by other cause beyond the reasonable control of the party (financial inability excepted) ("Force Majeure"), then the specified time for performance shall be extended by the amount of the delay actually so caused. The extension of time to perform allowed by this Section 8.04 shall not apply unless, upon the occurrence of an event of Force Majeure, the party needing additional time to perform notifies the other party of the event of Force Majeure and the amount of additional time reasonably required within ten (10) business days of the occurrence of the event of Force Majeure.

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ARTICLE IX MISCELLANEOUS

Section 9.01. Limited Liability of City. The Developer agrees that any and all obligations of the City arising out of or related to this Agreement are special obligations of the City, and the City's obligations to make any payments hereunder are restricted entirely to the monies, if any, in the Improvement Area #2 Assessment Fund and, subject in all respects to Article III hereof, from no other source. Neither the City, the City Inspector, the City Representative, nor any other City employee, officer, official, or agent shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of their actions hereunder or execution hereof.

Section 9.02. Audit. The City Inspector or a finance officer of the City shall have the right, during normal business hours and upon the giving of three business days' prior written notice to a Developer, to review all books and records of the Developer pertaining to Costs and expenses incurred by the Developer only with respect to any of the Improvement Area #2 Improvements and any bids taken or received for the construction thereof or materials therefor.

Section 9.03. Notices. Any notice, 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 transmitted by telecopy or email (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within twenty-four (24) hours after such email) or seventy-two (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: City Manager City of Waxahachie, Texas 401 S. Rogers Waxahachie, Texas 75165
With a copy to:	Attn: Robert Brown, City Attorney Brown & Hofmeister, LLP 740 East Campbell Road, Suite 800 Richardson, Texas 75081
To the Developer:	Attn: Clayton Snodgrass BBCP North Grove 79, LLC 16950 Dallas Parkway, Suite 102 Dallas, Texas 75248
With a copy to:	Attn: J. Prabha Cinclair Miklos Cinclair, PLLC 1800 Valley View Lane, Suite 360

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Farmers Branch, Texas 75234

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.

The City shall advise the Developer of the name and address of any person who is to receive any notice or other communication pursuant to this Agreement.

Section 9.04. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent possible.

Section 9.05. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 9.03 of this Agreement. The obligations, requirements, or covenants of this Agreement shall be able to be assigned to an affiliate or related entity of the Developer, or any lien holder on the Property, without prior written consent of the City. The obligations, requirements, or covenants of this Agreement shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer without prior written consent of the City Manager, except pursuant to a collateral assignment to any person or entity providing construction financing to the Developer for the Developer for an Improvement Area #2 Improvement, provided such person or entity expressly agrees to assume all obligations of the Developer hereunder if there is a default under such financing and such Person elects to complete the Improvement Area #2 Improvement. No such assignment shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. In connection with any consent of the City, the City may condition its consent upon the acceptability of the financial condition of the proposed assignee, upon the assignee's express assumption of all obligations of the Developer hereunder and/or upon any other reasonable factor which the City deems relevant in the circumstances. In any event, any such assignment shall be in writing, shall clearly identify the scope of the rights and/or obligations assigned.

Section 9.06. Other Agreements. The obligations of the Developer hereunder shall be those of a Party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, ordinances or subdivision requirements relating to the development of the lands in the District, including the applicable Construction Contracts. To the extent there is a conflict between this Agreement and the Improvement Area #2 Reimbursement Agreement with respect to any receivables due under this Agreement, the Improvement Area #2 Reimbursement Agreement shall control. If the City issues bonds to finance the Improvement Area #2 Improvements under the terms of a bond indenture and there is a conflict between this Agreement, the Improvement Area #2 Reimbursement Agreement, and the bond indenture, the bond indenture shall control.

Section 9.07. Waiver. Failure by a Party to insist upon the strict performance of any of

the provisions of this Agreement by any other Party, or the failure by a Party to exercise its rights upon the default of any other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the terms of this Agreement thereafter.

Section 9.08. Merger. No other agreement, statement or promise made by any Party or any employee, officer or agent of any Party with respect to any matters covered hereby that is not in writing and signed by all the Parties to this Agreement shall be binding.

Section 9.09. Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the Parties hereto any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions or stipulations hereof, and all covenants, conditions, promises and agreements in this Agreement contained by or on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

Section 9.10. Amendment. This Agreement may be amended upon agreement of the Parties, from time to time in a manner consistent with the PID Act, in writing hereto and executed in counterparts, each of which shall be deemed an original.

Section 9.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 9.12. Effective Date. This Agreement shall become effective upon its execution and delivery, by the Parties hereto. All representations and warranties set forth therein shall be deemed to have been made on the Effective Date.

Section 9.13. Term. The term of this Agreement, other than the provisions contained in Section 7.02, which shall survive the termination of this Agreement, shall be thirty (30) years or until all amounts under the Improvement Area #2 Reimbursement Agreement have been paid or the Improvement Area #2 Reimbursement Agreement terminates in accordance with its terms. If bonds are issued by the City to finance the Improvement Area #2 Improvements, this Agreement will terminate automatically and with no further action by the City or the Developer upon the redemption or defeasance of all outstanding bonds issued under the bond indenture. If the Developer defaults under this Agreement or the Improvement Area #2 Reimbursement Agreement, this Agreement and the Improvement Area #2 Reimbursement Agreement shall not terminate with respect to the costs of the Improvement Area #2 Improvements that have been approved by the City pursuant to a Certification for Payment prior to the date of default.

Section 9.14. No Waiver of Powers or Immunity. The City does not waive or surrender any of its governmental powers, immunities, or rights except as necessary to allow Developer to enforce its remedies under this Agreement.

Section 9.15. No Boycott Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, 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 2271.002, 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.

Section 9.16. Not a Listed Company. The Developer hereby 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.

[Execution pages follow]

(20)

IN WITNESS WHEREOF, the parties have executed this Agreement as of this the _____ day of _____, 2021.

CITY OF WAXAHACHIE

By: _____
Name: _____, Mayor

ATTEST:

_____, City Secretary

APPROVED AS TO FORM

_____, Attorney for the City

[Signature Page for Improvement Area #2 CFA]

(20)

DEVELOPER:

BBCP North Grove 79, LLC,
a Texas limited liability company

By: _____

Name: _____

Its: _____

[Signature Page for Improvement Area #2 CFA]

Exhibit A**List of Improvement Area #2 Improvements and Budgeted Costs**

Improvement Area #2 Improvements	Estimated Costs
Roadway improvements	\$1,906,925
Water distribution improvements	\$635,926.00
Sanitary sewer collection improvements	\$487,543
Storm drainage improvements	\$1,311,045
Other soft and miscellaneous costs	\$940,217
Total	\$5,281,655

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Exhibit B

FORM OF CERTIFICATION FOR PAYMENT

The undersigned is an agent for BBCP North Grove 79, LLC, a Texas limited liability company (the "Developer") and requests payment from the [Improvement Area #2 Assessment Fund (as defined in the Improvement Area #2 CFA Agreement)][construction account under the bond indenture] from the City of Waxahachie, Texas (the "City") in the amount of \$_____ for labor, materials, fees, and/or other general costs related to the construction of certain Improvement Area #2 Improvements related to the North Grove Public Improvement District (the "Improvement Area #2 Improvements"). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the North Grove Public Improvement District Improvement Area #2 Construction, Funding, and Acquisition Agreement (the "Improvement Area #2 CFA Agreement").

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Improvement Area #2 Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Improvement Area #2 Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Improvement Area #2 Improvement, and such costs are in compliance with the Improvement Area #2 CFA Agreement and the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the Improvement Area #2 CFA Agreement and the Service and Assessment Plan.
5. All conditions set forth in the Improvement Area #2 CFA Agreement for the payment hereby requested have been satisfied.
6. The work with respect to the Improvement Area #2 Improvement referenced below (or its completed segment) has been completed and the City may begin inspection of the Improvement Area #2 Improvement.
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review. In no event shall the City require both an

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all-bills-paid affidavit and copies of cleared checks to be provided as supporting documentation. The City agrees that providing either an all-bills-paid affidavit or copies of cleared checks shall be sufficient.

8. As required by Texas Local Government Code, Section 252.051, as amended, the Developer has provided the City with an independent appraisal of any Improvement Area #2 Improvement consisting of any real property, or any interest in real property including easements and rights-of-way and open space if any, to be acquired by the City including specifically monies on deposit in the Improvement Area #2 Assessment Fund.

Payments requested should include the following:

Payee / Description of Improvement Area #2 Improvement	Total Cost of Improvement Area #2 Improvement	Budgeted Cost of Improvement Area #2 Improvement	Amount to be paid from the Improvement Area #2 Assessment Fund

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the Improvement Area #2 CFA Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Improvement Area #2 Improvement (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans. Afterwards, the City must then accept or deny this Certification for Payment.

Payments requested hereunder shall be made as directed below:

- a. X amount to Person or Account Y for Z goods or services.
- b. Etc.

I hereby declare that the above representations and warranties are true and correct.

BBCP North Grove 79, LLC

By: _____
Name: _____
Title: _____
Date: _____

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APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment.

CITY OF WAXAHACHIE, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

LANDOWNER AGREEMENT

This **LANDOWNER AGREEMENT** (the "Agreement"), is entered into as of April 19, 2021, between the City of Waxahachie, Texas (the "City"), a home rule municipality of the State of Texas (the "State"), and BBCP North Grove 79, LLC, a Texas limited liability company ("Landowner").

RECITALS:

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

WHEREAS, the City Council has adopted an assessment ordinance for the Improvement Area #2 Improvements (including all exhibits and attachments thereto, the "Improvement Area #2 Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Improvement Area #2 Assessment Ordinance (the "Service and Assessment Plan") and which is incorporated herein for all purposes, and has levied an assessment on each Assessed Parcel in Improvement Area #2 of the District (as identified in the Service and Assessment Plan) that will be used to reimburse Landowner for the costs of constructing the Improvement Area #2 Improvements or pledged as the security for the payment of bonds or other obligations to be issued for the purpose of paying the costs of constructing the Improvement Area #2 Improvements that will benefit the Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan); and

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

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

DEFINITIONS; APPROVAL OF AGREEMENTS

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

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

I.

AGREEMENTS OF LANDOWNER

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

(i) the creation and boundaries of the District, and the boundaries of the Landowner's Parcel which are within the District, as shown on Exhibit I, and the location and development of the Improvement Area #2 Improvements on the Landowner Parcel and on the property within Improvement Area #2 of the District;

(ii) the determinations and findings as to the benefits by the City Council in the Service and Assessment Plan and the Improvement Area #2 Assessment Ordinance; and

(iii) the Improvement Area #2 Assessment Ordinance and the Service and Assessment Plan.

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

(i) each Special Assessment levied by the City on the Landowner's Parcel within Improvement Area #2 of the District, as shown on the assessment roll attached as Appendix E to the Service and Assessment Plan (the "Improvement Area #2 Assessment Roll");

(ii) the Improvement Area #2 Improvements specially benefit Improvement Area #2 of the District, and the Landowner's Parcel, in an amount in excess of the Special Assessment levied on the Landowner's Parcel within Improvement Area #2 of the District, as such Special Assessment is shown on the Improvement Area #2 Assessment Roll;

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

(iv) the obligation to pay the Special Assessment levied on the Landowner's Parcel owned by it when due and in the amount required by and stated in the Service and Assessment Plan and the Improvement Area #2 Assessment Ordinance;

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

(vi) the Special Assessment lien on the Landowner's Parcel is a lien and covenant that runs with the land and is effective from the date of the Improvement Area #2 Assessment Ordinance and continues until the Special Assessment is paid and may be

enforced by the governing body of the City in the same manner that an ad valorem tax lien against real property may be enforced by the City;

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

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

(ix) the Annual Installments of the Special Assessments (as defined in the Service and Assessment Plan and Improvement Area #2 Assessment Roll) may be adjusted, decreased and extended; and, the assessed parties shall be obligated to pay their respective revised amounts of the annual installments, when due, and without the necessity of further action, assessments or reassessments by the City, the same as though they were expressly set forth herein; and

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

C. Mandatory Prepayment of Special Assessments. Landowner agrees and acknowledges that Landowner or subsequent landowners may have an obligation to prepay an Special Assessment upon the occurrence of a mandatory prepayment event, at the sole discretion of the City and as provided in the Service and Assessment Plan, as amended or updated or upon sale of property in the District to a party not subject to Special Assessments.

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

(i) the Covenants, Conditions and Restrictions attached hereto as Exhibit II shall be terms, conditions and provisions running with the Landowner's Parcel and shall be recorded (the contents of which shall be consistent with the Improvement Area #2 Assessment Ordinance and the Service and Assessment Plan as reasonably determined by the City), in the records of the County Clerk of Ellis County, as a lien and encumbrance against such Landowner's Parcel, and Landowner hereby authorizes the City to so record such documents against the Landowner's Parcel owned by Landowner;

(ii) reference to the Covenants, Conditions and Restrictions attached hereto as Exhibit II shall be included on all recordable subdivision plats and such plats shall be recorded in the real property records of Ellis County, Texas;

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

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

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

II.

OWNERSHIP AND CONSTRUCTION OF IMPROVEMENT AREA #2 IMPROVEMENTS

A. Ownership and Transfer of Improvement Area #2 Improvements. Landowner acknowledges that all of the Improvement Area #2 Improvements and the land (or easements, as applicable) needed therefor shall be owned by the City, as applicable, once accepted by and conveyed to the City, following construction and Landowner will execute such conveyances and/or dedications of public rights of way and easements as may be reasonably required to evidence such ownership, as generally described on the current plats of the property within the District, and without monetary or other compensation to the Landowner .

B. Grant of Easement and License, Construction of Improvement Area #2 Improvements.

(i) Any subsequent owner of the Landowner's Parcel shall, upon the request of the City or Landowner grant and convey to the City or Landowner and its contractors, materialmen and workmen a temporary license and/or easement, as appropriate, to construct the Improvement Area #2 Improvements on the property within Improvement Area #2 of the District, to stage on the property within Improvement Area #2 of the District construction trailers, building materials and equipment to be used in connection with such construction of the Improvement Area #2 Improvements and for passage and use over and across parts of the property within Improvement Area #2 of the District as shall be reasonably necessary during the construction of the Improvement Area #2 Improvements, and without monetary or other compensation to be paid for such grant or conveyance. Any subsequent owner of the Landowner's Parcel may require that each contractor constructing the Improvement Area #2 Improvements cause such owner of the Landowner's Parcel to

be indemnified and/or named as an additional insured under liability insurance reasonably acceptable to such owner of the Landowner's Parcel. The right to use and enjoy any easement and license provided above shall continue until the construction of the Improvement Area #2 Improvements is complete; provided, however, any such license or easement shall automatically terminate upon the recording of the final plat for the Landowner's Parcel in the real property records of Ellis County, Texas.

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

III.

COVENANTS AND WARRANTIES; MISCELLANEOUS

A. Special Covenants and Warranties of Landowner.

Landowner represents and warrants to the City as follows:

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

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

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

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

(v) The Landowner's Parcel owned by Landowner is not subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Special Assessments and the priority of the lien related to the assessments as described in this Agreement, or (iii) the construction of the Improvement Area #2 Improvements on those portions of the property within

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Improvement Area #2 of the District which are to be owned by the City, as generally described on the current plats of the property within the District (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

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

B. Waiver of Claims Concerning Improvement Area #2 Improvements. Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Improvement Area #2 Improvements.

C. Notices.

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

To the City: Attn: City Manager
City of Waxahachie, Texas
401 S. Rogers
Waxahachie, Texas 75165

With a copy to: Attn: Robert Brown, City Attorney
Brown & Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081

To Landowner: Attn: Clayton Snodgrass
BBCP North Grove 79, LLC
16950 Dallas Parkway, Suite 102
Dallas, Texas 75248

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

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

Each recipient may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this provision shall be deemed to be given when so mailed, any notice so sent by electronic or facsimile transmission shall be

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deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person shall be deemed to be given when receipted for, or actually received by, the addressee.

D. Parties in Interest.

This Agreement is made solely for the benefit of the City and Landowner and is not assignable, except, in the case of Landowner, in connection with the sale or disposition of all or substantially all of the parcels which constitute the Landowner's Parcel. However, the parties expressly agree and acknowledge that the City, Landowner, each current owner of any parcel which constitutes the Landowner's Parcel, and the holders of bonds issued by the City to finance the costs of the Improvement Area #2 Improvements and which are secured by a pledge of the Special Assessments or any part thereof, are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the parties hereto. This Agreement shall be recorded in the real property records of Ellis County, Texas.

E. Amendments.

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

F. Effective Date.

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

G. Estoppels.

Within 10 business days after written request from a party hereto, the other party shall provide a written certification, indicating whether this Agreement remains in effect as to the Landowner's Parcel.

H. Termination.

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

I. Landowner hereby verifies that Landowner and its parent companies, 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 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating

(21)

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. Landowner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

J. Landowner hereby represents that neither Landowner nor any of its parent companies, 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 State or Federal law and excludes Landowner 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. Landowner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Landowner and exists to make a profit.

[Signature pages to follow]

(21)

EXECUTED by the City and Landowner on the respective dates stated below.

Date: _____

CITY OF WAXAHACHIE, TEXAS

By: _____
_____, Mayor

STATE OF TEXAS

§
§
§

COUNTY OF ELLIS

This instrument was acknowledged before me on the ___ day of _____, 2021 by _____, the Mayor of the City of Waxahachie, Texas on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires: _____

[Signature Page Landowner Agreement]

(21)

LANDOWNER

BBCP North Grove 79, LLC,
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2021 by _____, _____ of BBCP North Grove 79, LLC, a Texas limited liability company on behalf of said company.

Notary Public, State of Texas

[Signature Page Landowner Agreement]

(21)

LANDOWNER AGREEMENT - EXHIBIT I

METES AND BOUNDS DESCRIPTION OF LANDOWNER'S PARCEL

BEING situated in the J. B. Adams and A. Adams Survey Abstract Number 5, the C. H. Bernard Survey Abstract Number 106, and the J. Billingsley Survey Abstract Number 83, Ellis County, Texas and being a portion of that tract of land described in deed to Margaret Harkins Lumpkins recorded in Volume 823, Page 912 County Records, Ellis County, Texas as affected by the Last Will and Testament Probate Number 2018-PR00299-1 to Stuart Bowman Lumpkins, Jr. et al recorded in Instrument Number 1826865, of said County Records and being more particularly described by metes and bounds as follows:

COMMENCING at a 1 inch iron rod found, for the most westerly northwest corner of said Lumpkins Tract and the southwest corner of that tract of land described by deed to Betty Jean White recorded in Volume 2828, Page 1078 of said County Records and being the east line of that tract of land described in deed to JHH Property Acquisition recorded in Volume 2782, Page 1262 said County Records;

THENCE N 58° 56' 29" E, 1087.59 feet departing said east line and with the common line between said Lumpkins Tract and said White Tract to a 5/8 inch iron rod with cap stamped "PELTON" set for the POINT OF BEGINNING;

THENCE N 58° 56' 29" E, passing the southwest corner of Lot 25, Block 4 Country Place Addition Phase Five recorded in Cabinet C, Slide 565, Plat Records Ellis County, Texas and passing the southeast corner of Lot 24, Block 4 Country Place Addition Phase Five and being the southwest corner of Lot 23, Block 4 Country Place Addition Phase Two recorded in Cabinet B, Slide 18 Plat Records, Ellis County, Texas, continuing with the south line of Block 4 for a total distance of 2,408.51 feet to a 5/8 inch iron rod with cap stamped "PELTON" set in the east line of Grove Creek Road, (a paved traveled roadway of undetermined width, no record found);

THENCE S 29° 52' 31" E, 23.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

THENCE S 12° 51' 31" E, 150.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

THENCE S 26° 44' 31" E, 53.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set in the north right-of-way line of Farm to Market Road 183 (a called 80 foot wide right-of-way line also known as Brown Street);

THENCE with the common line between said Lumpkins Tract and said north right-of-way line the following bearings and distances:

S 29° 40' 29" W, 301.70 feet to a 5/8 inch iron rod with cap stamped "PELTON" set for the beginning of a curve to the left;

(21)

With said curve to the left, having an arc distance of 300.50 feet, through a central angle of $07^{\circ} 22' 56''$, having a radius of 2,332.27 feet, the long chord which bears $S 25^{\circ} 59' 01'' W$, 300.29 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

$S 22^{\circ} 17' 29'' W$, 130.60 feet continuing with said common line, to a 5/8 inch iron rod with cap stamped "PELTON" set for the beginning of a curve to the left;

With said curve to the left, having an arc distance of 402.60 feet, through a central angle of $23^{\circ} 10' 55''$, having a radius of 995.05 feet, the long chord which bears $S 10^{\circ} 42' 02'' W$, 399.86 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

$S 00^{\circ} 53' 31'' E$, 960.00 feet continuing with said common line to a 5/8 inch iron rod with cap stamped "PELTON" set for the beginning of a curve to the right;

With said curve to the right, having an arc distance of 381.50 feet, through a central angle of $78^{\circ} 32' 22''$, having a radius of 278.31 feet, the long chord which bears $S 38^{\circ} 22' 40'' W$, 352.32 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

$S 77^{\circ} 47' 38'' W$, 896.30 feet to a 5/8 inch iron rod with cap stamped "TXRCS" found for the south east corner of that tract of land to Gary and Michael Morgan recorded in Instrument Number 1724586 of said County Records;

THENCE $N 00^{\circ} 57' 44'' W$, 209.11 feet departing said common line and with the common line between said Lumpkin Tract and said Morgan tract to a 1/2 inch iron rod found;

THENCE $S 77^{\circ} 29' 16'' W$, 417.20 feet with said common line, to a 5/8 inch iron rod with cap stamped "PELTON" set;

THENCE $S 88^{\circ} 09' 16'' W$, 199.93 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

THENCE over and across said Stuart B. Lumpkins tract the following bearings and distances:

$N 03^{\circ} 35' 54'' E$, 412.36 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

$N 46^{\circ} 59' 16'' W$, 447.92 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

$N 43^{\circ} 00' 46'' E$, 128.41 feet to a 5/8 inch iron rod with cap stamped "PELTON" set and the beginning of a curve to the left;

With said curve to the left, having an arc distance of 218.08 feet, through a central angle of $20^{\circ} 49' 32''$, having a radius of 600.00 feet, the long chord which bears $N 32^{\circ} 36' 00'' E$, 216.88 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

$N 67^{\circ} 48' 45'' W$, 30.00 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

(21)

N 22° 11' 15" E, 334.30 feet to a 5/8 inch iron rod with cap stamped "PELTON" set;

THENCE N 67° 48' 45" W, 41.05 feet to the Point of Beginning and containing 3,432,145 square feet or 78.791 acres more or less.

(21)

LANDOWNER AGREEMENT - EXHIBIT II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (as it may be amended from time to time, this "Declaration") is made as of April 19, 2021 by BBCP North Grove 79, LLC a Texas limited liability company (the "Landowner").

RECITALS:

- A. The Landowner holds record title to that portion of the real property located in Ellis County, Texas, which is described in the attached Exhibit I (the "Landowner's Parcel").
- B. The City Council of the City of Waxahachie (the "City Council") upon a petition requesting the establishment of a public improvement district covering the property within the District to be known as the North Grove Public Improvement District (the "District") by the then owners of more than 50% of the appraised value of the taxable real property and owners of more than 50% of the area of all taxable real property within the area requested to be included in the District created such District, in accordance with the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act").
- C. The City Council has adopted an Improvement Area #2 Assessment Ordinance to levy assessments for certain public improvements (including all exhibits and attachments thereto, the "Improvement Area #2 Assessment Ordinance") and the Service and Assessment Plan included as an exhibit to the Improvement Area #2 Assessment Ordinance (as amended from time to time, the "Service and Assessment Plan"), and has levied the assessments (as amended from time to time, the "Assessments") on property in Improvement Area #2 of the District.
- D. The statutory notification required by Texas Property Code, Section 5.014, as amended, to be provided by the seller of residential property that is located in a public improvement district established under Chapter 372 of the Texas Local Government Code, as amended, to the purchaser, is incorporated into these Covenants, Conditions and Restrictions.

DECLARATIONS:

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

1. Acceptance and Approval of Assessments and Lien on Property:

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

(21)

Lien”) against the property assessed, superior to all other liens or claims except for liens or claims for state, county, school district or municipality ad valorem property taxes whether now or hereafter payable, and (b) a personal liability of and charge against the owners of the property to the extent of their ownership regardless of whether the owners are named. The Assessment Lien is effective from the date of the Improvement Area #2 Assessment Ordinance until the Assessments are paid and may be enforced by the City in the same manner as an ad valorem property tax levied against real property that may be enforced by the City. The owner of any assessed property may pay, at any time, the entire Assessment levied against any such property. Foreclosure of an ad valorem property tax lien on property within Improvement Area #2 of the District will not extinguish the Assessment or any unpaid but not yet due annual installments of the Assessment, and will not accelerate the due date for any unpaid and not yet due annual installments of the Assessment.

It is the clear intention of all parties to these Declarations of Covenants, Conditions and Restrictions, that the Assessments, including any annual installments of the Assessments (as such annual installments may be adjusted, decreased or extended), are covenants that run with the Landowner’s Parcel and specifically binds the Landowner, its successors and assigns.

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

2. Landowner or any subsequent owner of the Landowner’s Parcel waives:

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

3. **Amendments:** This Declaration may be terminated or amended only by a document duly executed and acknowledged by the then-current owner(s) of the Landowner's Parcel and the City. No such termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the parties by whom approval is required as set forth above and recorded in the Real Property Records of Ellis County, Texas.
4. **Third Party Beneficiary:** The City is a third-party beneficiary to this Declaration and may enforce the terms hereof.
5. **Notice to Subsequent Purchasers:** Upon the sale of a dwelling unit within the District, the purchaser of such property shall be provided a written notice that reads substantially similar to the following:

TEXAS PROPERTY CODE SECTION 5.014

NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENT TO THE CITY OF WAXAHACHIE, ELLIS COUNTY, TEXAS CONCERNING THE PROPERTY AT [Street Address]

As the purchaser of this parcel of real property, you are obligated to pay an assessment to the City of Waxahachie, Texas, for improvement projects undertaken by a public improvement district under Chapter 372 of the Texas Local Government Code, as amended. The assessment may be due in periodic installments.

The amount of the assessment against your property may be paid in full at any time together with interest to the date of payment. If you do not pay the assessment in full, it will be due and payable in annual installments (including interest and collection costs). More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the City of Waxahachie, 401 S. Rogers, Waxahachie, Texas 75165. Your failure to pay the assessment or the annual installments could result in a lien on and the foreclosure of your property.

Signature of Purchaser(s) _____ Date: _____

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

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

(21)

LANDOWNER

BBCP North Grove 79, LLC,
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2021 by
_____, _____ of BBCP North Grove 79, LLC, a
Texas limited liability company on behalf of said company.

Notary Public, State of Texas

LANDOWNER AGREEMENT - EXHIBIT III**HOMEBUYER EDUCATION PROGRAM**

As used in this Exhibit III, the recorded Improvement Area #2 Assessment Ordinance and the Covenants, Conditions and Restrictions in Exhibit II of this Agreement are referred to as the "Recorded Notices."

1. Any Landowner who is a Builder shall attach the Recorded Notices and the final Improvement Area #2 Assessment Roll for such Assessed Parcel (or if the Improvement Area #2 Assessment Roll is not available for such Assessed Parcel, then a schedule showing the maximum 30 year payment for such Assessed Parcel) as an addendum to any residential homebuyer's contract.
2. Any Landowner who is a Builder shall provide evidence of compliance with 1 above, signed by such residential homebuyer, to the City.
3. Any Landowner who is a Builder shall prominently display signage in its model homes, if any, substantially in the form of the Recorded Notices.
4. If prepared and provided by the City, any Landowner who is a Builder shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. Any Landowner who is a Builder shall include Special Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective homebuyers.



Memorandum

To: Honorable Mayor and City Council

From: Tommy Ludwig, Assistant City Manager

Thru: Michael Scott, City Manager 

Date: April 19, 2021

Re: Abandonment of a portion of an existing drainage easement associated with the College Street Drainage Improvement Project.

On April 19, 2021, an item will appear on the council's agenda to authorize the City Manager to execute the abandonment of a drainage easement associated with the College Street Drainage Improvement Project.

The Public Works and Engineering Department is planning to construct drainage improvements in N. College Street. The project will include the construction of large storm pipe and box culvert. The drainage improves will connect to the existing public storm drain system in the parking lot at the north end of Covenant Life Christian Center property, Lot 1, Block 1, College Street Church of Christ Addition. The proposed storm drain pipe will cross the parking lot to reach N. College Street and continue south within the street right of way.

The property owner has agreed to dedicate a permanent drainage easement needed to construct the proposed improvements on this property provided the City abandon a portion of a previously dedicate drainage easement that is no longer needed. An exhibit illustrating the portion of the easement to be abandoned is attached. A metes and bounds description of the area to be abandoned will be completed and filed for record.

I am available at your convenience should you need additional information.

Tommy Ludwig

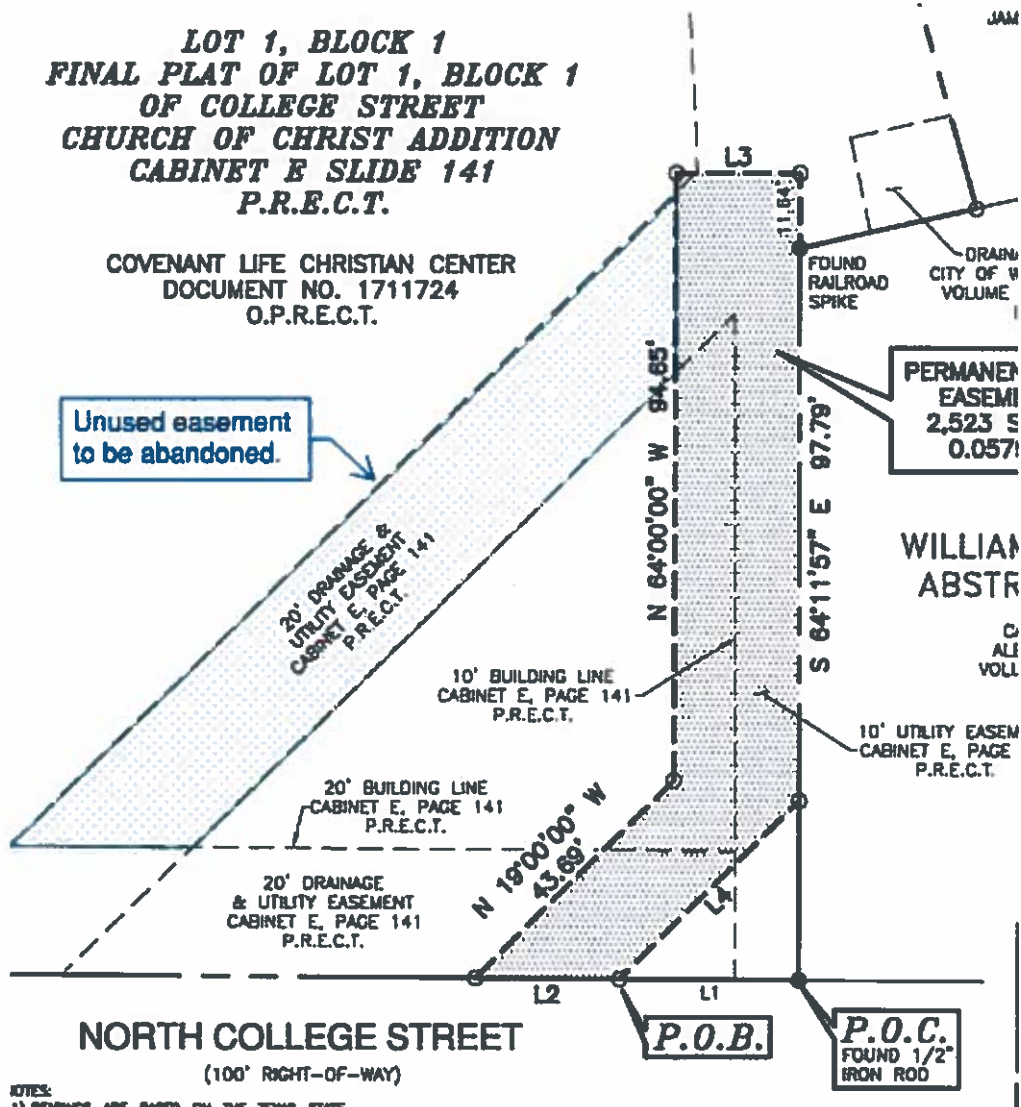
(23)

EXHIBIT "B"

LOT 1, BLOCK 1
FINAL PLAT OF LOT 1, BLOCK 1
OF COLLEGE STREET
CHURCH OF CHRIST ADDITION
CABINET E SLIDE 141
P.R.E.C.T.

COVENANT LIFE CHRISTIAN CENTER
DOCUMENT NO. 1711724
O.P.R.E.C.T.

Unused easement
to be abandoned.



NOTES:

1. BUILDING ARE SHOWN FOR THE TRAIL STATE



Memorandum

To: Honorable Mayor and City Council

From: Tommy Ludwig, Assistant City Manager

Thru: Michael Scott, City Manager for *Tommy Ludwig*

Date: April 19, 2021

Re: Bid Award – N. College Street Drainage and Wastewater Improvements

On April 19, 2021, a bid award to Reliable Paving, Inc associated with the construction of the N. College Street Drainage and Wastewater Improvements will appear before the City Council for consideration in an amount of \$2,450,300.00. Two bids were received for the project with Reliable Paving submitting the lowest responsible bid. Reliable Paving's bid amount was \$454,660 less than the other bid.

The project will construct a large storm drain system in N. College Street between Parks Ave and the BNSF Rail Road and extend east from College Street, cross N. Jackson Street and outfall to the existing drainage channel. This new system will intercept storm water that currently flow through the private drainage tunnel west of College Street. The project will also replace the existing wastewater line in N. College Street between Parks Ave and the BNSF Rail Road. The existing wastewater line is more than 70 years old and in poor condition. The project will also resurface the roadway full width within the project area.

This project is a planned expense and \$2,206,612 was included in the FY2019-2020 Bond for construction of the project. In addition to the contract amount, staff is also recommending City Council authorize a project contingency in the amount of \$60,000. Staff proposes to fund the additional construction amount from previous project savings. Staff is recommending award of the contract and authorization of the additional project contingency.

I am available at your convenience should you need any additional information.

Tommy Ludwig



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April 15, 2021

Mr. Jim Lockhart, PE, CFM
Assistant Director
Public Works and Engineering
City of Waxahachie
401 S Rogers St
Waxahachie, Texas 75165

Re: North College St Drainage and Wastewater Improvements
Recommendation of Award

Dear Mr. Lockhart:

Bids were received for the above-referenced project on Thursday, April 8th, 2021. A total of two bids were received. A summary of the bid results is provided in the table below. A detailed bid tabulation is provided as an attachment to this letter.

Bid Summary

Bidder	Base Bid
Atkins Bros. Equip. Co. Inc.	\$2,904,960.00
Reliable Paving, Inc.	\$2,450,300.00

Reliable Paving, Inc. submitted the low bid for the project at \$2,450,300.00. As part of the bid evaluation process, Freese and Nichols, Inc (FNI) made some reference calls. All references noted that the contractor provided good quality of work, and the multiple references commended their communication and stated that they would not hesitate to work with them again. Reliable Paving, Inc. indicated they will be using 2R Construction Services, LLC for the utility work. FNI also contacted references related to 2R Construction Services, LLC and they indicated they provided great work, on time, and they would not hesitate to work with them again. FNI finds no reason not to award the project to Reliable Paving, Inc.

Reliable Paving, Inc. is a reputable contractor and has successfully completed projects provided in their references. It is recommended that a contract for the construction of North College St Drainage and Wastewater Improvements be awarded to Reliable Paving, Inc. in the amount of \$2,450,300.00.

If you have any questions, please call me at (817) 735-7362.

Sincerely,

Holly Ahumada P.E.
Project Manager

Cc:

Attachments: Bid Tabulation

{WAX20455} T:\3.0 DESIGN\3.06 Bid Phase