

**CITY OF RED OAK, TEXAS**  
**ORDINANCE NO. 21-014**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RED OAK, TEXAS ACCEPTING AND APPROVING A RED OAK PUBLIC IMPROVEMENT DISTRICT NO. 1 SERVICE AND ASSESSMENT PLAN AND IMPROVEMENT AREA #1 ASSESSMENT ROLL FOR THE RED OAK PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO CERTAIN PROPERTY IN THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST CERTAIN PROPERTY WITHIN THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; APPROVING A REIMBURSEMENT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “Act”), authorizes the City Council (the “Council”) of the City of Red Oak, Texas (the “City”), to create a public improvement district within the City; and

**WHEREAS**, on December 14, 2020, the Council approved Resolution No. 20-072R (the “Authorization Resolution”), authorizing, establishing and creating the Red Oak Public Improvement District No. 1 (the “District”); and

**WHEREAS**, on May 10, 2021, the Council adopted a resolution (i) determining total costs of certain authorized public improvements, (ii) approving a preliminary service and assessment plan, including a proposed Improvement Area #1 Assessment Roll (defined below), and directing the publication and mailing of notice of a public hearing (the “Assessment Hearing”) to consider an ordinance levying assessment (the “Improvement Area #1 Assessments”) on certain benefitted property within Improvement Area #1 (the “Improvement Area #1 Assessed Property”); and

**WHEREAS**, the City Secretary filed the proposed Improvement Area #1 Assessment Roll and made the same available for public inspection; and

**WHEREAS**, the City Secretary (i) published notice of the Assessment Hearing on May 23, 2021 in the *Waxahachie Daily Light*, which is a newspaper of general circulation in the City, pursuant to Section 372.016(b) of the Act, and (ii) mailed notice of the Assessment Hearing to the

last known address of the owners of the property liable for the Improvement Area #1 Assessments, pursuant to Section 372.016(c) of the Act; and

**WHEREAS**, the Council convened the Assessment Hearing on June 14, 2021, 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 #1 Assessment Roll and the proposed Improvement Area #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Improvement Area #1 Assessments, the allocation of the costs of the authorized public improvements to be undertaken for the benefit of certain property within Improvement Area #1 (the "Improvement Area #1 Projects"), the purposes of the Improvement Area #1 Assessments, the special benefits of the Improvement Area #1 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Improvement Area #1 Assessments; and

**WHEREAS**, the Council finds and determines that (i) the Improvement Area #1 Assessment Roll and the Red Oak Public Improvement District No. 1 Service and Assessment Plan (the "Service and Assessment Plan"), attached hereto as **Exhibit A** and incorporated as a part of this Ordinance for all purposes, should be approved and (ii) the Improvement Area #1 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan, including the assessment roll attached thereto as Exhibit E-1 (the "Improvement Area #1 Assessment Roll"); and

**WHEREAS**, the Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the costs of the Improvement Area #1 Projects as described in the Service and Assessment Plan, the Improvement Area #1 Assessment Roll or the levy of the Improvement Area #1 Assessments; and

**WHEREAS**, the Council closed the Assessment Hearing, and, after considering all written and documentary evidence presented at the Assessment 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 Act; and

**WHEREAS**, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RED OAK, TEXAS:**

**SECTION 1. Terms.** Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Service and Assessment Plan.

**SECTION 2. Findings.** The Council hereby finds, determines and ordains, as follows:

- (a) The recitals set forth in the preamble clauses of this Ordinance are true and correct and 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 and

constitute findings of the Council acting in its discretionary, legislative capacity; and, that the Service and Assessment Plan, Exhibit A, including the exhibits, appendices and parts thereto, are hereby adopted as set forth in full.

(b) All actions of the City in connection with the creation and establishment of the District and the approval of this Ordinance: (i) have been taken and performed in compliance with the Act and all other applicable laws, policies and procedures; (ii) have been taken and performed in a regular, proper and valid manner; and (iii) are approved and ratified.

(c) The apportionment of the costs of the Improvement Area #1 Projects (as reflected in the Service and Assessment Plan, and the Annual Collection Costs pursuant to the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed Parcel will receive from the construction of the Improvement Area #1 Projects identified in the Service and Assessment Plan, and is hereby approved.

(d) 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 #1 Projects.

(e) The Service and Assessment Plan apportions the costs of the Improvement Area #1 Projects to be assessed against certain property in Improvement Area #1 and such apportionment is made on the basis of special benefits accruing to such property because of the Improvement Area #1 Projects.

(f) All of the Improvement Area #1 Assessed Property being assessed in the amounts shown on the Improvement Area #1 Assessment Roll will be benefitted by the Improvement Area #1 Projects as described in the Service and Assessment Plan, and each assessed Parcel will receive special benefits equal to or greater than the total amount assessed for the Improvement Area #1 Projects.

(g) The method of apportionment of the costs of the Improvement Area #1 Projects and Annual Collection Costs set forth in the Service and Assessment Plan results in imposing equal shares of the costs of the Improvement Area #1 Projects and Annual Collection Costs on property similarly benefitted, and results in a reasonable classification and formula for the apportionment of the costs.

(h) The Service and Assessment Plan has been prepared on behalf of, presented to, and reviewed by the Council and shall be the service plan and assessment plan for the District for all purposes as described in Sections 372.013 and 372.014 of the Act.

(i) The Improvement Area #1 Assessment Roll is hereby approved as

the assessment roll for the Improvement Area #1 Assessed Property.

(j) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Improvement Area #1 Assessments, interest on the Improvement Area #1 Annual Installments, interest and penalties on delinquent Improvement Area #1 Assessments and delinquent Improvement Area #1 Annual Installments, and procedures in connection with the imposition and collection of Improvement Area #1 Assessments should be approved and will expedite collection of the Improvement Area #1 Assessments in a timely manner in order to provide the services and improvements needed and required for the area within Improvement Area #1.

**SECTION 3. Service and Assessment Plan.** The Service and Assessment Plan, Exhibit A, is hereby accepted and approved as the service plan and the assessment plan for the District. The Service and Assessment Plan shall be updated by the Council no less frequently than annually as required by the Act and more frequently as may be required by the Service and Assessment Plan or as deemed necessary or appropriate by the City.

**SECTION 4. Improvement Area #1 Assessment Roll.** The Improvement Area #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the Act as the assessment roll for the Improvement Area #1 Assessed Property for all purposes.

**SECTION 5. Levy and Payment of Improvement Area #1 Assessments for Costs of the Improvement Area #1 Projects.**

(a) The Council hereby levies the Improvement Area #1 Assessments on each Improvement Area #1 Assessed Property, as shown and described in the Service and Assessment Plan and the Improvement Area #1 Assessment Roll, in the respective amounts shown in the Service and Assessment Plan, as a special assessment as set forth in the Improvement Area #1 Assessment Roll.

(b) The levy of the Improvement Area #1 Assessments shall be effective on the date of adoption of this Ordinance and shall be collected and enforced strictly in accordance with the terms of the Service and Assessment Plan and the Act and this Ordinance.

(c) Each Improvement Area #1 Assessment may be prepaid in whole or in part at any time without penalty or may be paid in annual installments pursuant to the terms of the Service and Assessment Plan.

(d) Each Improvement Area #1 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(e) The Improvement Area #1 Annual Installments shall be collected each year in the manner set forth in the Service and Assessment Plan.



(f) The Annual Collection Costs for the Improvement Area #1 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 costs of the Improvement Area #1 Projects and Annual Collection Costs is set forth in the Service and Assessment Plan.

**SECTION 7. Penalties and Interest on Delinquent Improvement Area #1 Assessments.** Delinquent Improvement Area #1 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.

**SECTION 8. Prepayments of Improvement Area #1 Assessments.** As provided in the Service and Assessment Plan, the owner of any Improvement Area #1 Assessed Property may prepay the Improvement Area #1 Assessments levied by this Ordinance.

**SECTION 9. Lien Priority.** The Council and the owners of the Improvement Area #1 Assessed Property intend for the obligations, covenants and burdens on the Improvement Area #1 Assessed Property, including without limitation such landowners' obligations related to payment of the Improvement Area #1 Assessments and Improvement Area #1 Annual Installments, to constitute covenants that shall run with the land. The Improvement Area #1 Assessments and the Improvement Area #1 Annual Installments which are levied hereby shall be binding upon the owners of the Improvement Area #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns, regardless of whether such owners are named, 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. Improvement Area #1 Assessments shall have lien priority as specified in the Service and Assessment Plan and the Act.

**SECTION 10. Applicability of Tax Code.** To the extent not inconsistent with this Ordinance, and not inconsistent with the Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code, as amended, shall be applicable to the imposition and collection of Improvement Area #1 Assessments by the City.

**SECTION 11. Filing in Land Records.** The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan, to be recorded in the real property records of Ellis County, Texas. The City Secretary is further directed to similarly file each Annual Assessment Service Plan Update approved by the Council.

**SECTION 12. 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 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 13. Effective Date.** This Ordinance shall take effect, and the levy of the Improvement Area #1 Assessments and the provisions and terms of the Service and Assessment Plan, shall be and become effective upon adoption hereof.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF RED OAK, TEXAS, THIS THE 14<sup>TH</sup> DAY OF JUNE, 2021.

CITY OF RED OAK, TEXAS

Mark L. Stanfill, DVM, Mayor

ATTEST:

Caryn Stevens, TRMC, City Secretary

(City Seal)



STATE OF TEXAS

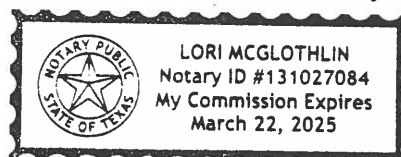
COUNTY OF ELLIS

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This instrument was acknowledged before me on the 14<sup>th</sup> day of June, 2021 by Mark Stanfill and Caryn Stevens, the Mayor and City Secretary, respectively, of the City of Red Oak, Texas on behalf of said City.

Notary Public, State of Texas

(Notary Seal)



# Red Oak Public Improvement District No. 1

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## SERVICE AND ASSESSMENT PLAN

JUNE 14, 2021



AUSTIN, TX | NORTH RICHLAND HILLS, TX

## TABLE OF CONTENTS

Table of Contents .....	1
Introduction .....	2
Section I: Definitions .....	3
Section II: The District .....	9
Section III: Authorized Improvements.....	9
Section IV: Service Plan .....	12
Section V: Assessment Plan.....	12
Section VI: Terms of the Assessments.....	15
Section VII: Assessment Roll .....	21
Section VIII: Additional Provisions.....	21
Exhibits.....	23
Appendices .....	24
Exhibit A-1 – Map of the District .....	25
Exhibit A-2 – Map of Improvement Area #1 and the Remainder Area .....	26
Exhibit B – Project Costs.....	27
Exhibit C – Service Plan .....	28
Exhibit D – Sources and Uses of Funds.....	29
Exhibit E-1 – Improvement Area #1 Assessment Roll.....	30
Exhibit E-2 –Improvement Area #1 Annual Installments.....	31
Exhibit F-1 – Maps of Major Improvements.....	32
Exhibit F-2 – Maps of Improvement Area #1 Improvements .....	36
Exhibit G – Maximum Assessment and Tax Rate Equivalent .....	40
Exhibit H – Form of Notice of Assessment Termination .....	41
Exhibit I – Debt Service Schedule for Improvement Area #1 Bonds .....	44
Exhibit J-1 – District Legal Description .....	47
Exhibit J-2 – Improvement Area #1 Legal Description .....	51
Exhibit J-3 – Remainder Area Legal Description .....	65
Appendix A – Engineer’s Report.....	77

## INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this Service and Assessment Plan, or an Exhibit or Appendix attached to and made a part of this Service and Assessment Plan for all purposes.

On December 19, 2020, the City Council passed and approved Resolution No. 20-072R authorizing the establishment of Red Oak Public Improvement District No. 1 in accordance with Chapter 372, Texas Local Government Code, which authorization was effective upon publication as required by the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 210.522 acres located within the corporate limits of the City as described by the legal description on **Exhibit J-1** and depicted on **Exhibit A-1**.

The PID Act requires a service plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Assessment Roll for Improvement Area #1 is included as **Exhibit E-1**.

## SECTION I: DEFINITIONS

**“Actual Costs”** mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner, either directly or through affiliates, including : (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and governmental fees and charges and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee if managed by or on behalf of the Owners.

**“Additional Interest”** means the amount collected by the application of the Additional Interest Rate.

**“Additional Interest Rate”** means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act.

**“Administrator”** means the City or independent firm designated by the City who shall have the responsibilities provided in this Service and Assessment Plan, any Indenture, and any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

**“Annual Collection Costs”** mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this Service and Assessment Plan, the PID Act, and any Indenture with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

**“Annual Installment”** means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

**“Annual Service Plan Update”** means an update to this Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

**“Assessed Property”** means any Parcel within the District against which an Assessment is levied.

**“Assessment”** means an assessment levied against a Parcel within the District, other than Non-Benefitted Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Assessment Ordinance”** means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

**“Assessment Plan”** means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

**“Assessment Roll”** means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Update.

**“Authorized Improvements”** means the improvements authorized by Section 372.003 of the PID Act, as depicted on **Exhibit F-1** and **Exhibit F-2** and described in **Section III.A** and **Section III.B**.

**“Bond Issuance Costs”** means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

**“City”** means the City of Red Oak, Texas.

**“City Council”** means the governing body of the City.

**“County”** means Ellis County, Texas.

**“Delinquent Collection Costs”** mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

**“Developer”** means The Oaks at Red Oak, LLC, a Texas limited liability company, and any successors or assigns thereof that intends to develop a portion of the property in the District for the ultimate purpose of transferring title to merchant homebuilders.

**“District”** means the Red Oak Public Improvement District No. 1, containing approximately 210.522 acres located within the corporate limits of the City and more specifically described in **Exhibit J-1** and depicted on **Exhibit A-1**.

**“District Formation Costs”** means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

**“Engineer’s Report”** means a report provided by a licensed professional engineer that describes the Authorized Improvements and other improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

**“Estimated Buildout Value”** means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Owner, either directly or through affiliates, and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit G**.

**“Improvement Area #1”** means approximately 123.078 acres located within the District, more specifically described in **Exhibit J-2** and included non-assessed property of 10.92 acres for a regional park.

**“Improvement Area #1 Annual Installment”** means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to the Improvement Area #1 Bonds, as shown in **Exhibit E-2**.

**“Improvement Area #1 Assessed Property”** means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied, as depicted on **Exhibit A-2**.



**“Improvement Area #1 Assessment”** means an Assessment levied against a Parcel within Improvement Area #1 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

**“Improvement Area #1 Assessment Roll”** means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this Service and Assessment Plan as **Exhibit E-1**.

**“Improvement Area #1 Bonds”** means those certain “City of Red Oak, Texas, Special Assessment Revenue Bonds, Series 2021 (Red Oak Public Improvement District No. 1 Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments.

**“Improvement Area #1 Improvements”** means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.B** and Depicted on **Exhibit F-2**.

**“Improvement Area #1 Initial Parcel”** means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment is levied, as shown on the Improvement Area #1 Assessment Roll.

**“Improvement Area #1 Projects”** means, collectively, (1) the pro rata portion of the Major Improvements allocable to Improvement Area #1 and (2) the Improvement Area #1 Improvements.

**“Indenture”** means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

**“Lot”** means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded Subdivision Plat.

**“Lot Type”** means a classification of final building Lots with similar characteristics (e.g., lot size, home product, Estimated Buildout Value, 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 by the Estimated Buildout Value of the Lot as provided by the Owner, either directly or through affiliates and confirmed by the City Council, as shown on **Exhibit G**.

**“Lot Type 1”** means a Lot within Improvement Area #1, generally marketed to homebuilders as a 50’ Lot.

**“Lot Type 2”** means a Lot within Improvement Area #1, generally marketed to homebuilders as a 62’ Lot.

**“Major Improvements”** means those Authorized Improvements that confer a special benefit to all of the Assessed Property within the District, as further described in **Section III.A.** and depicted on **Exhibit F-1**.

**“Maximum Assessment”** means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) the amount shown on **Exhibit G**.

**“Non-Benefitted Property”** means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

**“Notice of Assessment Termination”** means a document that shall be recorded in the Official Public Records of the County relating to the termination of an Assessment, a form of which is attached as **Exhibit H**.

**“Owner”** means The Oaks at Red Oak, LLC, a Texas limited liability company; Red Oak 66 Holdings, LLC a Texas limited liability company; and the Phase 2 & 4 Developer, and any successors or assigns thereof that own any portion of the property within the District.

**“Parcel”** or **“Parcels”** means a specific property within the District identified by either a tax parcel identification number assigned by the Ellis Appraisal District for real property tax purposes, by legal description, or 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.

**“Phase 2 & 4 Developer”** means Bloomfield Homes, L.P., a Texas limited partnership, and any successors or assigns thereof.

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

**“PID Bonds”** means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

**“Prepayment”** means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an

Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

**“Prepayment Costs”** means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

**“Private Improvements”** means certain hardscape, landscape and irrigation, park, amenity center, and soft costs related thereto necessary, in addition to the Authorized Improvements, to bring land to finished Lot value.

**“Remainder Area”** means approximately 87.444 acres located within the District, more specifically described in **Exhibit J-3** and depicted on **Exhibit A-2**. The Remainder Area includes all of the District save and except Improvement Area #1. The Remainder Area will carry a pro rata share of the Major Improvements as shown on **Exhibit B**.

**“Rockett SUD”** means Rockett Special Utility District.

**“Service and Assessment Plan”** means this Red Oak Public Improvement District No. 1 Service and Assessment Plan as updated, amended, or supplemented from time to time.

**“Service Plan”** covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

**“Trustee”** means the trustee or successor trustee under an Indenture.

## SECTION II: THE DISTRICT

The District includes approximately 210.522 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit J-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 654 Lots developed with single-family homes.

Improvement Area #1 includes approximately 112.158 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit J-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 322 Lots developed with single-family homes (167 single-family homes that are on Lots classified as Lot Type 1, and 155 single-family homes that are Lots classified as Lot Type 2).

The Remainder Area includes approximately 87.444 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by legal description on **Exhibit J-3** and depicted on **Exhibit A-2**. Development of the Remainder Area is anticipated to include approximately 332 Lots developed with single-family homes.

## SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Owner, either directly or through affiliates, and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property, except as otherwise described below. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City, except as otherwise noted below. The budget for the Authorized Improvements is shown on **Exhibit B**.

### A. Major Improvements

#### ▪ *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within the District.

#### ▪ *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping,

manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to all Lots within the District. All water system improvements will be dedicated to Rockett SUD, and Rockett SUD will operate and maintain the water system and provide water service to all properties located in the District.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within the District.

- *Storm Drain*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within the District.

- *Park*

A 20.0 ± acre open space park designed for passive recreational uses that will contain an 8' (typical) wide concrete trail throughout that will serve as a running/bike trail. It will be landscaped and irrigated along Oaks Boulevard, in accordance with the Landscape Plan, however, the remainder will be in a more natural native state. This area will be improved in the initial phase of the development.

- *Soft Costs*

Costs related to designing, constructing, and installing the Major Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, District Formation Costs, legal fees, and consultant fees.

## **B. Improvement Area #1 Improvements**

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control, and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1. All water system improvements will be dedicated to Rockett SUD, and Rockett SUD will operate and maintain the water system and provide water service to all properties located in the District.

- *Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drain*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements, including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

### **C. Bond Issuance Costs**

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*

Equals the amount required to be deposited for the purpose of paying capitalized interest under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds and includes the fee for underwriter's counsel.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City's costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

**D. Other Costs**

- *Initial Administrative Fund Deposit*

Equals the amount necessary to fund the first year's Annual Collection Costs for a particular series of PID Bonds.

## SECTION IV: SERVICE PLAN

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 District during the five-year period. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the initial Service Plan for the District.

**Exhibit D** summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated in an Annual Service Plan Update to show the amount required to fund the required reserves and issue the PID Bonds at the time the PID Bonds are issued.

## SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and

justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner, either directly or through affiliates, and all future owners and developers of the Assessed Property.

#### **A. Assessment Methodology**

Acting in its legislative capacity and based on information provided by the Owner, either directly or through affiliates, and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows: the costs of the Improvement Area #1 Projects shall be allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Lot type designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. Currently, the Improvement Area #1 Initial Parcel is the only Parcel within Improvement Area #1, and, as such, the Improvement Area #1 Initial Parcel is allocated 100% of the cost of the Improvement Area #1 Projects.

#### **B. Assessments**

The Improvement Area #1 Assessment will be levied on the Improvement Area #1 Initial Parcel in the amount shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit E-1**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit E-2**. Upon division or subdivision of the Improvement Area #1 Initial Parcel, the Improvement Area #1 Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit G**. In no case will the Assessment for Lots classified as Lot Type 1 and Lot Type 2 exceed the corresponding Maximum Assessment for each Lot Type classification.

#### **C. Findings of Special Benefit**

Acting in its legislative capacity and based on information provided by the Owner, either directly or through affiliates, and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has found and determined:



- *Improvement Area #1*

- The costs of the Improvement Area #1 Projects plus Bond Issuance Costs and the initial deposit to the administrative fund equal \$14,474,134 as shown on **Exhibit B**;
- The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects;
- The Improvement Area #1 Initial Parcel will be allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equals \$5,657,000 as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit E-1**;
- The special benefit ( $\geq \$14,474,134$ ) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the amount of the Improvement Area #1 Assessment (\$5,657,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and
- At the time the City Council approved the Service and Assessment Plan, the Owner and the Developer owned 100% of the Improvement Area #1 Initial Parcel. The Owner and the Developer acknowledged that the Improvement Area #1 Projects confer a special benefit on the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Owner and the Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) the Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

#### **D. Annual Collection Costs**

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

## E. Additional Interest

The interest rate on Assessments securing each respective series of PID Bonds may exceed the interest rate on each respective series of PID Bonds by the Additional Interest Rate. To the extent required by any Indenture, Additional Interest shall be collected as part of each Annual Installment securing a series of PID Bonds and shall be deposited pursuant to the applicable Indenture.

## SECTION VI: TERMS OF THE ASSESSMENTS

### A. Reallocation of Assessments

#### 1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of a 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 Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property provided by the Owner either directly or with its affiliates. The Estimated Buildout Value for Lot Type 1 and Lot Type 2 are shown on **Exhibit G** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided 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 Annual Service Plan Update immediately following such reallocation.

### *2. Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the 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 same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property

E = the number of newly subdivided Lots with same Lot Type

Prior to the recording of a subdivision plat, the 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 calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Owner, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Value for Lot Type 1 and Lot Type 2 are shown on **Exhibit G** and will not change in future Annual Service Plan Updates.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided 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 Annual Service Plan Update immediately following such reallocation.

### *3. Upon Consolidation*

If two or more Lots or Parcels are consolidated into a single Parcel or Lot, the Administrator shall allocate the Assessments against the Lots or Parcels before the

consolidation to the consolidated Lot or Parcel, which allocation shall be reflected in the next Annual Service Plan Update and approved by the City Council. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C.**

#### **B. Mandatory Prepayment of Assessments**

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable "Notice of Assessment Termination," a form of which is attached hereto as **Exhibit H.**

#### **C. True-Up of Assessments if Maximum Assessment Exceeded at Plat**

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

#### **D. Reduction of Assessments**

If as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of any Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the Project Fund created under the Indenture relating to the specific series of PID Bonds affected by such reduction in Actual Costs that are not expected to be used for the purposes of the Project Fund specified in such Indenture to redeem outstanding PID Bonds, unless otherwise directed by the

applicable Indenture. Excess PID Bond proceeds shall be applied to redeem outstanding PID Bonds or for such other purposes authorized by an Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

#### **E. Prepayment of Assessments**

The owner of any Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

#### **F. Payment of Assessment in Annual Installments**

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit E-2** shows the estimated Improvement Area #1 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the property, as shown by the Ellis Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee and on deposit in the Bond Fund for such purposes. Annual Installments shall be collected by the City 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 and in the same manner as ad valorem taxes due and owing to the City. The City Council may provide for other means of collecting Annual Installments to the extent permitted by the PID Act or other applicable law, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2022.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

#### **G. Prepayment as a Result of an Eminent Domain Proceeding or Taking**

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed

Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value

requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

## **SECTION VII: ASSESSMENT ROLL**

The Improvement Area #1 Assessment Roll is attached as **Exhibit E-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

## **SECTION VIII: ADDITIONAL PROVISIONS**

### **A. Calculation Errors**

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1<sup>st</sup> of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days of such receipt of a written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.



## **B. Amendments**

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

## **C. Administration and Interpretation**

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

## **D. Severability**

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

## EXHIBITS

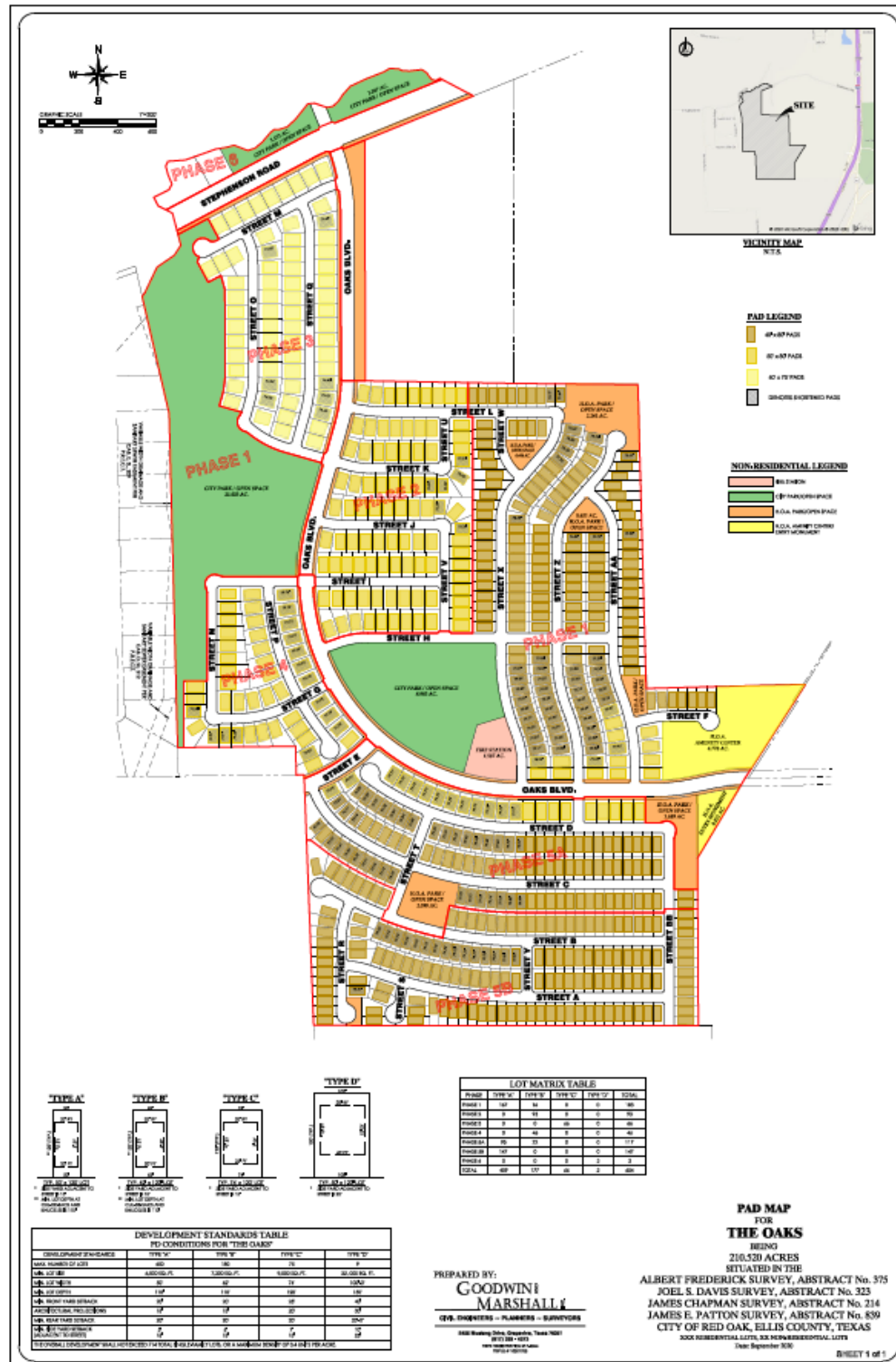
The following Exhibits are attached to and made a part of this Service and Assessment Plan for all purposes:

<b>Exhibit A-1</b>	Map of the District
<b>Exhibit A-2</b>	Map of Improvement Area #1 and the Remainder Area
<b>Exhibit B</b>	Project Costs
<b>Exhibit C</b>	Service Plan
<b>Exhibit D</b>	Sources and Uses of Funds
<b>Exhibit E-1</b>	Improvement Area #1 Assessment Roll
<b>Exhibit E-2</b>	Improvement Area #1 Annual Installments
<b>Exhibit F-1</b>	Maps of Major Improvements
<b>Exhibit F-2</b>	Maps of Improvement Area #1 Improvements
<b>Exhibit G</b>	Maximum Assessment and Tax Rate Equivalent
<b>Exhibit H</b>	Form of Notice of Assessment Termination
<b>Exhibit I</b>	Debt Service Schedule for Improvement Area #1 Bonds
<b>Exhibit J-1</b>	District Legal Description
<b>Exhibit J-2</b>	Improvement Area #1 Legal Description
<b>Exhibit J-3</b>	Remainder Area Legal Description

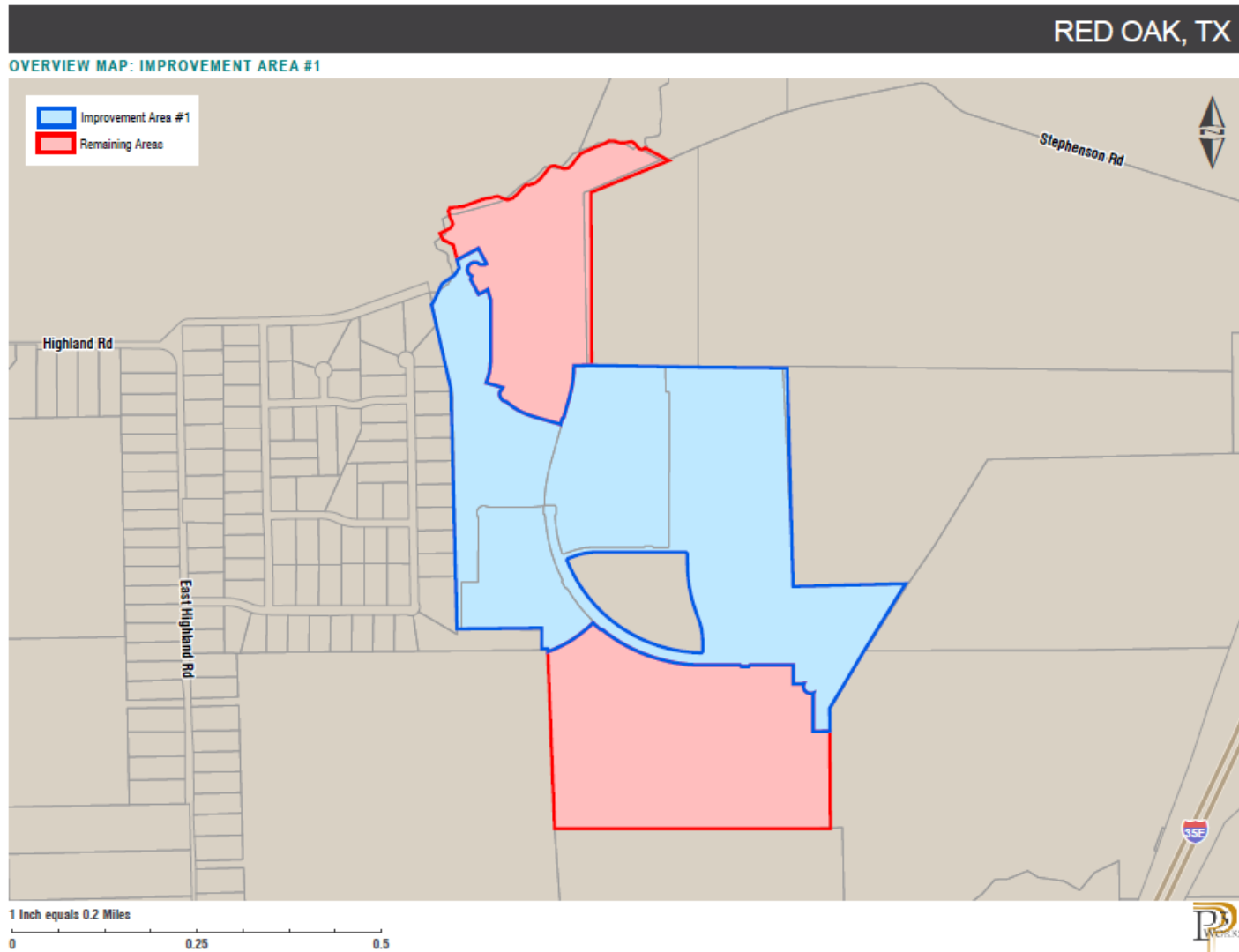
## **APPENDICES**

The following Appendices are attached to and made a part of this Service and Assessment Plan for all purposes:

**Appendix A**   Engineer's Report



## EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1 AND THE REMAINDER AREA



## EXHIBIT B – PROJECT COSTS

	Total	Private Funding <sup>2</sup>		Improvement Area #1		Remainder Area	
		%	Cost	%	Cost	%	Cost
<b>Major Improvements<sup>1</sup></b>							
<i>Offsites</i>							
Streets	\$ 24,819	0.00%	\$ -	49.67%	\$ 12,328	50.33%	\$ 12,491
Water	397,116	0.00%	-	49.67%	197,251	50.33%	199,865
Sewer	223,538	0.00%	-	49.67%	111,033	50.33%	112,504
<i>Oaks Boulevard<sup>3</sup></i>							
Streets	\$ 2,843,490	0.00%	\$ -	49.67%	\$ 1,412,388	50.33%	\$ 1,431,102
Water	493,583	0.00%	-	49.67%	245,167	50.33%	248,415
Sewer	474,918	0.00%	-	49.67%	235,896	50.33%	239,021
Storm Drain	402,182	0.00%	-	49.67%	199,768	50.33%	202,414
Stephenson Road <sup>4</sup>	-	0.00%	-	0.00%	-	0.00%	-
Park	563,000	0.00%	-	49.67%	279,647	50.33%	283,353
Soft Costs <sup>5</sup>	1,126,769	0.00%	-	49.67%	559,677	50.33%	567,092
	<u>\$ 6,549,414</u>		<u>\$ -</u>		<u>\$ 3,253,156</u>		<u>\$ 3,296,258</u>
<b>Improvement Area #1 Improvements<sup>3</sup></b>							
Streets	\$ 4,076,620	0.00%	\$ -	100.00%	\$ 4,076,620	0.00%	\$ -
Water	952,874	0.00%	-	100.00%	952,874	0.00%	-
Sewer	1,289,763	0.00%	-	100.00%	1,289,763	0.00%	-
Storm Drain	1,937,501	0.00%	-	100.00%	1,937,501	0.00%	-
Soft Costs <sup>5</sup>	1,838,642	0.00%	-	100.00%	1,838,642	0.00%	-
	<u>\$ 10,095,399</u>		<u>\$ -</u>		<u>\$ 10,095,399</u>		<u>\$ -</u>
<b>Private Improvements<sup>2</sup></b>							
Hardscape	\$ 1,137,400	100.00%	\$ 1,137,400	0.00%	\$ -	0.00%	\$ -
Landscape and Irrigation	940,917	100.00%	940,917	0.00%	-	0.00%	-
Park	1,155,875	100.00%	1,155,875	0.00%	-	0.00%	-
Amenity Center	1,305,325	100.00%	1,305,325	0.00%	-	0.00%	-
Soft Costs <sup>5</sup>	453,952	100.00%	453,952	0.00%	-	0.00%	-
	<u>\$ 4,993,469</u>		<u>\$ 4,993,469</u>		<u>\$ -</u>		<u>\$ -</u>
<b>Bond Issuance Costs</b>							
Debt Service Reserve Fund	\$ 325,560		\$ -		\$ 325,560		\$ -
Capitalized Interest	243,888		-		243,888		-
Underwriter's Discount	169,710		-		169,710		-
Cost of Issuance	356,420		-		356,420		-
	<u>\$ 1,095,579</u>		<u>\$ -</u>		<u>\$ 1,095,579</u>		<u>\$ -</u>
<b>Other Costs</b>							
Initial Administrative Fund Deposit	\$ 30,000				\$ 30,000		\$ -
	<u>\$ 30,000</u>				<u>\$ 30,000</u>		<u>\$ -</u>
<b>Total</b>	<b>\$ 22,763,860</b>		<b>\$ 4,993,469</b>		<b>\$ 14,474,134</b>		<b>\$ 3,296,258</b>

**Notes:**

<sup>1</sup> The Major Improvements are allocated between Improvement Area #1 and the Remainder Area based on the ratio of Estimated Buildout Value of Improvement Area #1 and the Remainder Area to the Estimated Buildout Value of the District. The Estimated Buildout Value of Improvement Area #1 is \$105,515,000, the Estimated Buildout Value of the District is \$212,428,000, so Improvement Area #1 is allocated 49.67% of the Major Improvements ( $105,515,000/212,428,000 = 49.67\%$ ). The Estimated Buildout Value of the Remainder Area is \$106,913,000, the Estimated Buildout Value of the District is \$212,428,000, so the Remainder Area is allocated 50.33% of the Major Improvements ( $106,913,000/212,428,000 = 50.33\%$ ).

<sup>2</sup> Private improvements are required, alongside Authorized Improvements, to bring land to finished Lot value.

<sup>3</sup> The Phase 2 & 4 Developer is responsible for funding portions of the Improvements Area #1 Improvements (Phase 2 and Phase 4 of construction) and Major Improvements related to Oaks Blvd. The Phase 2 & 4 Developer will not be reimbursed by the Owner through Assessments.

<sup>4</sup> Stephenson Road is not required to be constructed immediately with Improvement Area #1 Improvements under the terms of the Development Agreement. It will be financed with future PID Bonds. 49.67% of the costs of constructing Stephenson Road will be allocated to Improvement Area #1, which amount will not be reimbursed to the Owner.

<sup>5</sup> Soft costs include contingency, inspection, material testing, engineering, and surveying.

## EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installment Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ -	\$ 120,000.00	\$ 123,000.00	\$ 127,000.00	\$ 130,000.00
Interest		\$ 243,888.49	\$ 201,838.76	\$ 198,688.76	\$ 195,460.00	\$ 192,126.26
Capitalized Interest		\$ (243,888.49)	\$ -	\$ -	\$ -	\$ -
	(1)	\$ -	\$ 321,838.76	\$ 321,688.76	\$ 322,460.00	\$ 322,126.26
Additional Interest	(2)	\$ 28,285.00	\$ 28,285.00	\$ 27,685.00	\$ 27,070.00	\$ 26,435.00
Annual Collection Costs	(3)	\$ 30,000.00	\$ 30,600.00	\$ 31,212.00	\$ 31,836.24	\$ 32,472.96
<b>Total</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 58,285.00</b>	<b>\$ 380,723.76</b>	<b>\$ 380,585.76</b>	<b>\$ 381,366.24</b>	<b>\$ 381,034.22</b>

## EXHIBIT D – SOURCES AND USES OF FUNDS

	Improvement Area #1
Sources of Funds <sup>5</sup>	
Improvement Area #1 Bond	\$ 5,657,000
Improvement Area #1 Bond Net Premium	53,579
Phase 2 & 4 Developer Contribution <sup>1</sup>	4,400,442
Owner Contribution <sup>2</sup>	4,363,113
Owner Contribution - Not Reimbursable <sup>3</sup>	2,480,303
<b>Total Sources</b>	<b>\$ 16,954,437</b>

	Improvement Area #1
Uses of Funds <sup>5</sup>	
Major Improvements	\$ 3,253,156
Improvement Area #1 Improvements	10,095,399
Private Improvements <sup>4</sup>	2,480,303
	<u>\$ 15,828,858</u>
<i>Bond Issuance Costs</i>	
Debt Service Reserve Fund	\$ 325,560
Capitalized Interest	243,888
Underwriter's Discount	169,710
Cost of Issuance	356,420
	<u>\$ 1,095,579</u>
<i>Other Costs</i>	
Initial Administrative Fund Deposit	\$ 30,000
	<u>\$ 30,000</u>
<b>Total Uses</b>	<b>\$ 16,954,437</b>

Notes:

<sup>1</sup> Includes Improvement Area #1 Improvements associated with phases 2 and 4 which will be funded by the Phase 2 & 4 Developer, as well as the portion of Oaks Boulevard that the Phase 2 & 4 Developer is responsible for constructing. The Phase 2 & 4 Developer has waived all rights to being reimbursed through Assessments.

<sup>2</sup> Eligible to be reimbursed by Assessments, but will not be.

<sup>3</sup> Not eligible to be reimbursed by Assessments.

<sup>4</sup> Represents Improvement Area #1's allocable share of the Private Improvements (49.67% \* \$4,993,469 = 2,480,303).

<sup>5</sup> Does not include Developer's contribution for Major Improvements allocated to Remainder Area of \$3,296,258.



## EXHIBIT E-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID <sup>1</sup>	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2022
183553, 284677, 284675, 284676	Improvement Area #1 Initial Parcel	\$ 5,657,000.00	\$ 58,285.00
<b>Total</b>		<b>\$ 5,657,000.00</b>	<b>\$ 58,285.00</b>

Notes:

<sup>1</sup> The Improvement Area #1 Assessment and Annual Installment will be billed to parcel tax IDs within Improvement Area #1 based on acreage, per the Ellis County Appraisal District.

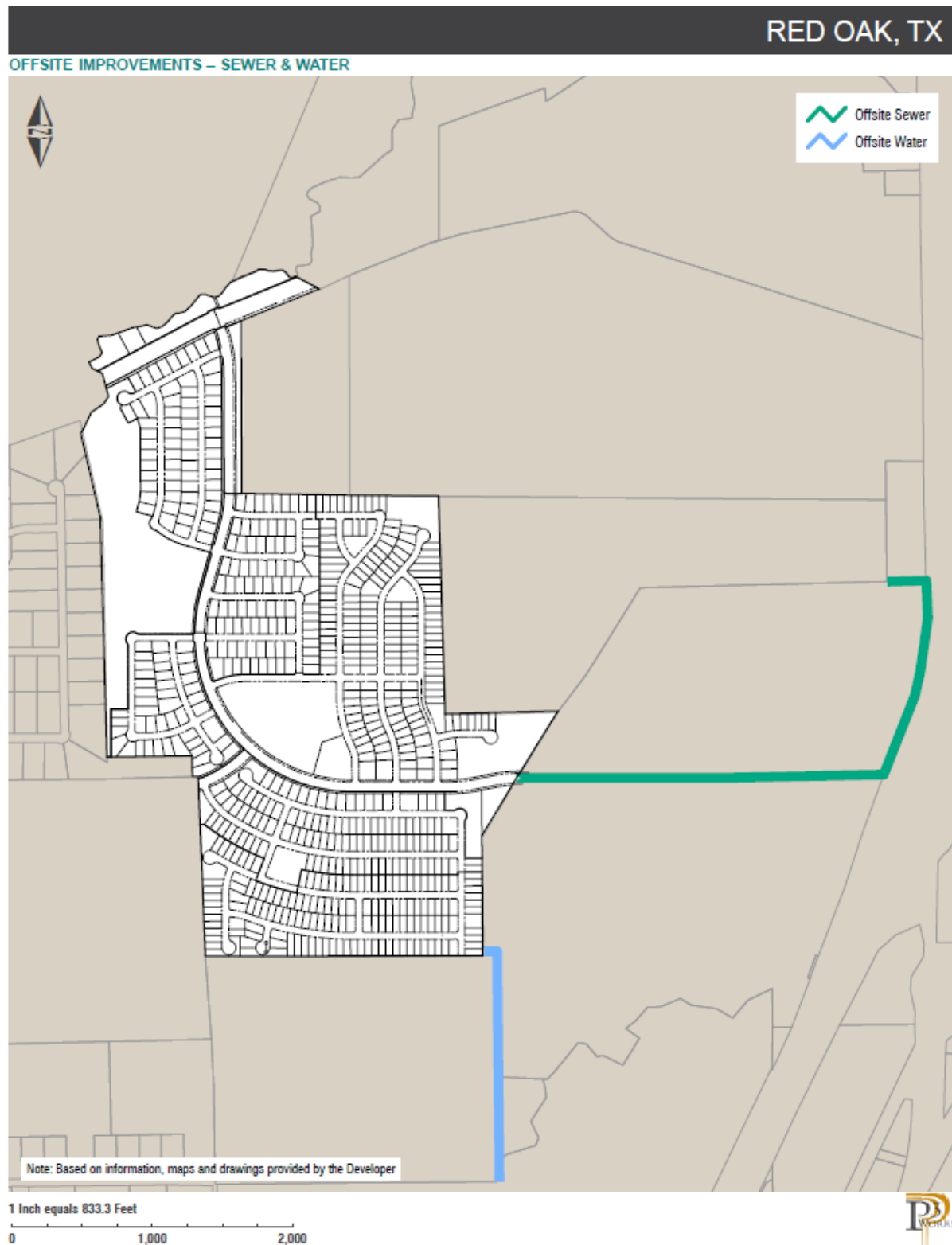
## EXHIBIT E-2 –IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Principal	Interest <sup>1</sup>	Capitalized Interest	Additional Interest	Annual Collection Costs	Debt Service Reserve Fund	Total Annual Installment
2022	\$ -	\$ 243,888	\$ (243,888)	\$ 28,285	\$ 30,000	\$ -	\$ 58,285
2023	\$ 120,000	\$ 201,839	\$ -	\$ 28,285	\$ 30,600	\$ -	\$ 380,724
2024	\$ 123,000	\$ 198,689	\$ -	\$ 27,685	\$ 31,212	\$ -	\$ 380,586
2025	\$ 127,000	\$ 195,460	\$ -	\$ 27,070	\$ 31,836	\$ -	\$ 381,366
2026	\$ 130,000	\$ 192,126	\$ -	\$ 26,435	\$ 32,473	\$ -	\$ 381,034
2027	\$ 133,000	\$ 188,714	\$ -	\$ 25,785	\$ 33,122	\$ -	\$ 380,621
2028	\$ 137,000	\$ 184,558	\$ -	\$ 25,120	\$ 33,785	\$ -	\$ 380,462
2029	\$ 142,000	\$ 180,276	\$ -	\$ 24,435	\$ 34,461	\$ -	\$ 381,172
2030	\$ 146,000	\$ 175,839	\$ -	\$ 23,725	\$ 35,150	\$ -	\$ 380,714
2031	\$ 151,000	\$ 171,276	\$ -	\$ 22,995	\$ 35,853	\$ -	\$ 381,124
2032	\$ 155,000	\$ 166,558	\$ -	\$ 22,240	\$ 36,570	\$ -	\$ 380,367
2033	\$ 161,000	\$ 161,326	\$ -	\$ 21,465	\$ 37,301	\$ -	\$ 381,092
2034	\$ 166,000	\$ 155,893	\$ -	\$ 20,660	\$ 38,047	\$ -	\$ 380,600
2035	\$ 172,000	\$ 150,290	\$ -	\$ 19,830	\$ 38,808	\$ -	\$ 380,928
2036	\$ 178,000	\$ 144,485	\$ -	\$ 18,970	\$ 39,584	\$ -	\$ 381,039
2037	\$ 184,000	\$ 138,478	\$ -	\$ 18,080	\$ 40,376	\$ -	\$ 380,934
2038	\$ 190,000	\$ 132,268	\$ -	\$ 17,160	\$ 41,184	\$ -	\$ 380,611
2039	\$ 197,000	\$ 125,855	\$ -	\$ 16,210	\$ 42,007	\$ -	\$ 381,072
2040	\$ 204,000	\$ 119,206	\$ -	\$ 15,225	\$ 42,847	\$ -	\$ 381,279
2041	\$ 211,000	\$ 112,321	\$ -	\$ 14,205	\$ 43,704	\$ -	\$ 381,231
2042	\$ 218,000	\$ 105,200	\$ -	\$ 13,150	\$ 44,578	\$ -	\$ 380,928
2043	\$ 227,000	\$ 96,480	\$ -	\$ 12,060	\$ 45,470	\$ -	\$ 381,010
2044	\$ 236,000	\$ 87,400	\$ -	\$ 10,925	\$ 46,379	\$ -	\$ 380,704
2045	\$ 246,000	\$ 77,960	\$ -	\$ 9,745	\$ 47,307	\$ -	\$ 381,012
2046	\$ 256,000	\$ 68,120	\$ -	\$ 8,515	\$ 48,253	\$ -	\$ 380,888
2047	\$ 267,000	\$ 57,880	\$ -	\$ 7,235	\$ 49,218	\$ -	\$ 381,333
2048	\$ 277,000	\$ 47,200	\$ -	\$ 5,900	\$ 50,203	\$ -	\$ 380,303
2049	\$ 289,000	\$ 36,120	\$ -	\$ 4,515	\$ 51,207	\$ -	\$ 380,842
2050	\$ 301,000	\$ 24,560	\$ -	\$ 3,070	\$ 52,231	\$ -	\$ 380,861
2051	\$ 313,000	\$ 12,520	\$ -	\$ 1,565	\$ 53,275	\$ (325,560)	\$ 54,800
<b>Total</b>	<b>\$ 5,657,000</b>	<b>\$ 3,952,784</b>	<b>\$ (243,888)</b>	<b>\$ 520,545</b>	<b>\$ 1,217,042</b>	<b>\$ (325,560)</b>	<b>\$ 10,777,922</b>

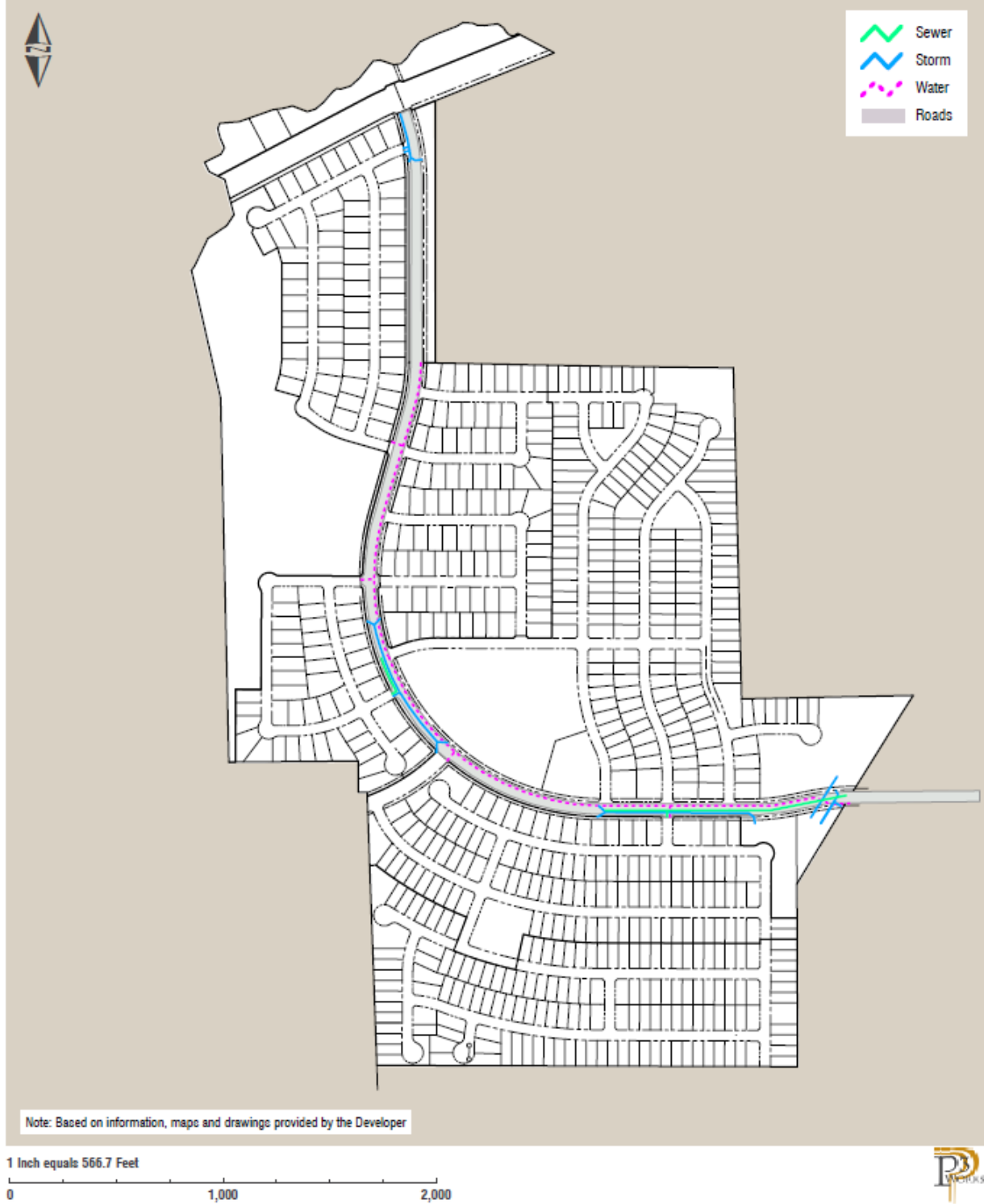
<sup>1</sup> Interest is calculated at a 2.625%, 3.125%, 3.375% and 4.000% rate for term bonds maturing 9/15/2026, 9/15/2031, 9/15/2041, and 9/15/2051 respectively.

*Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

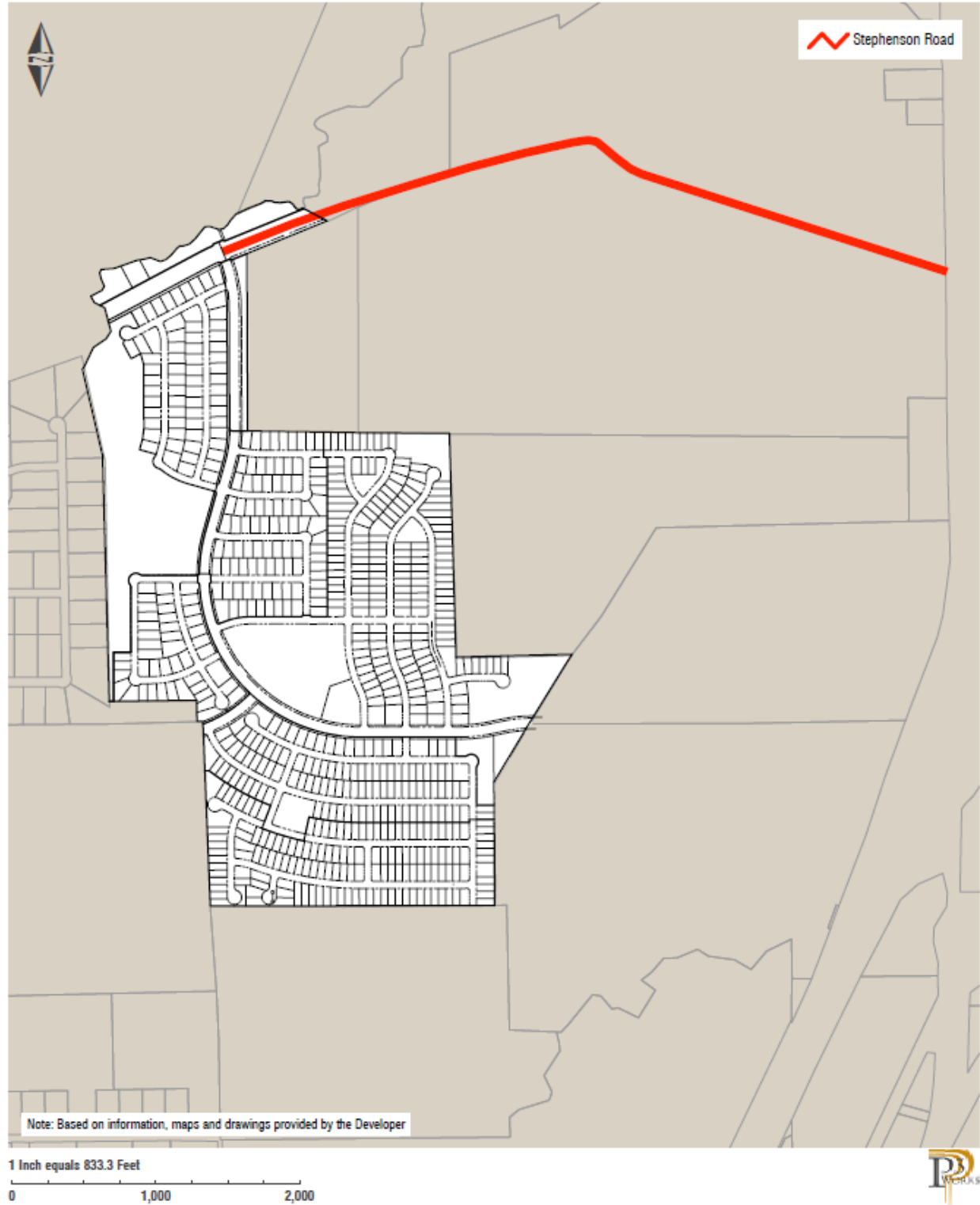
## EXHIBIT F-1 – MAPS OF MAJOR IMPROVEMENTS



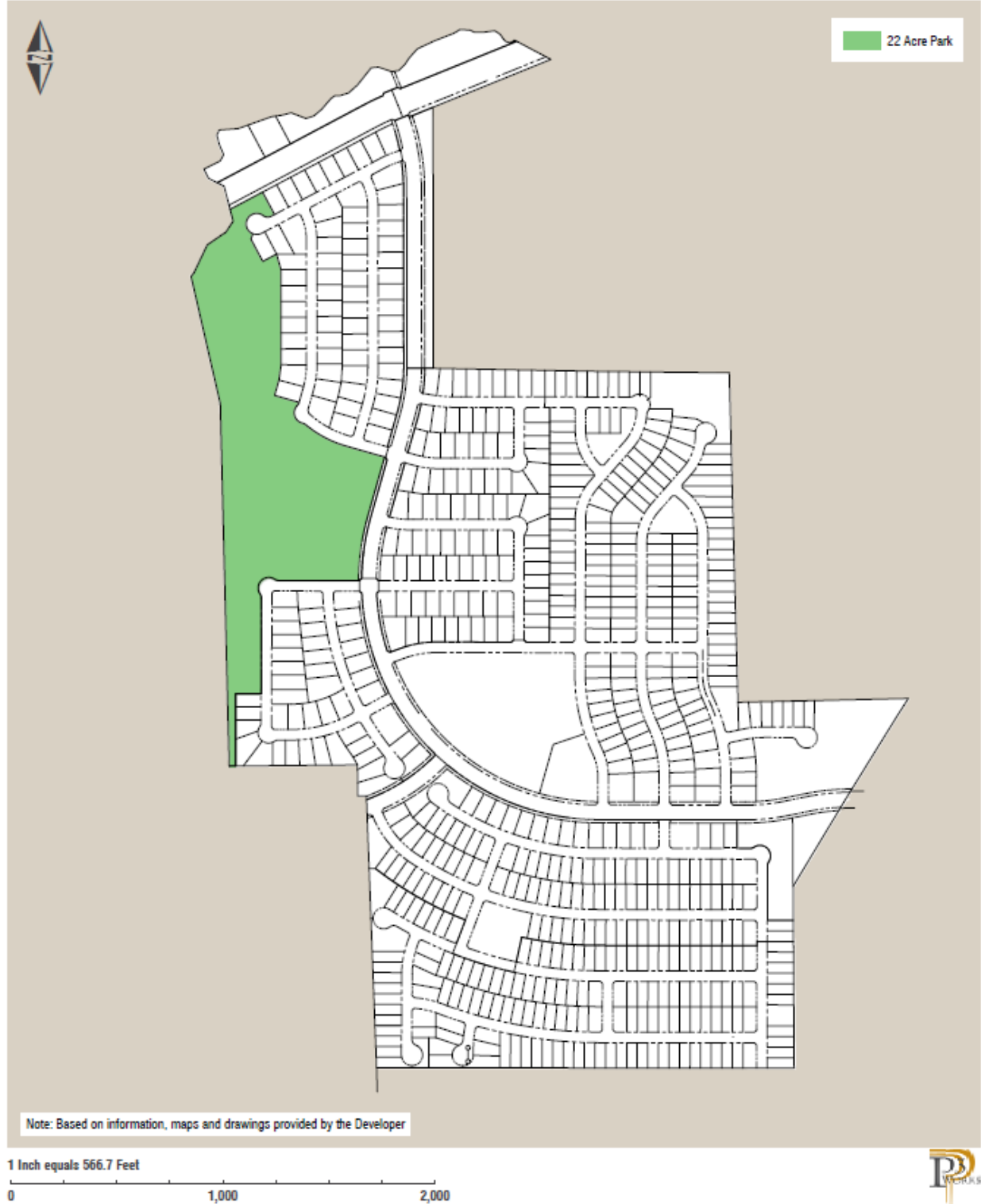
MAJOR IMPROVEMENTS – OAKS BLVD



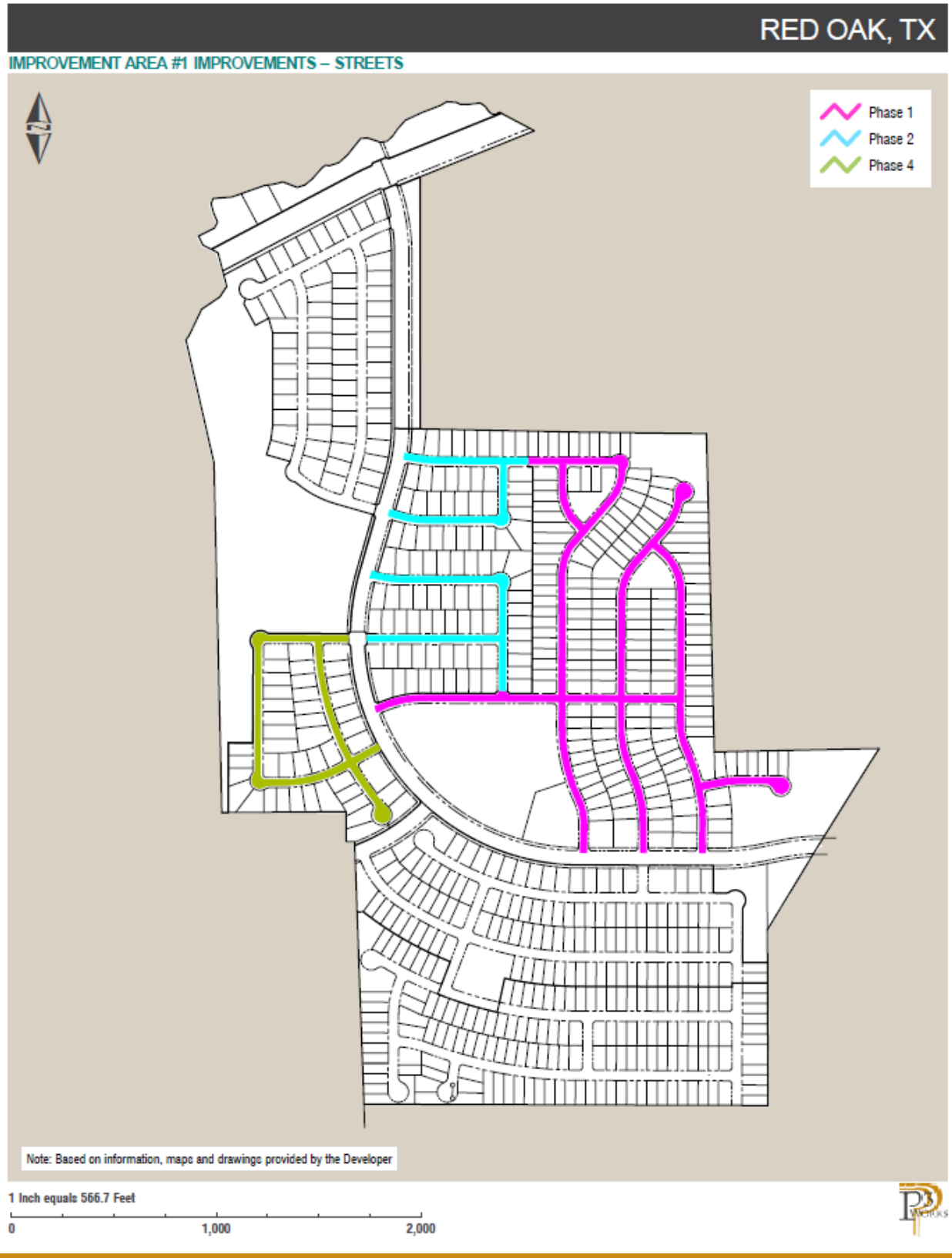
OFFSITE IMPROVEMENTS – STEPHENSON ROAD



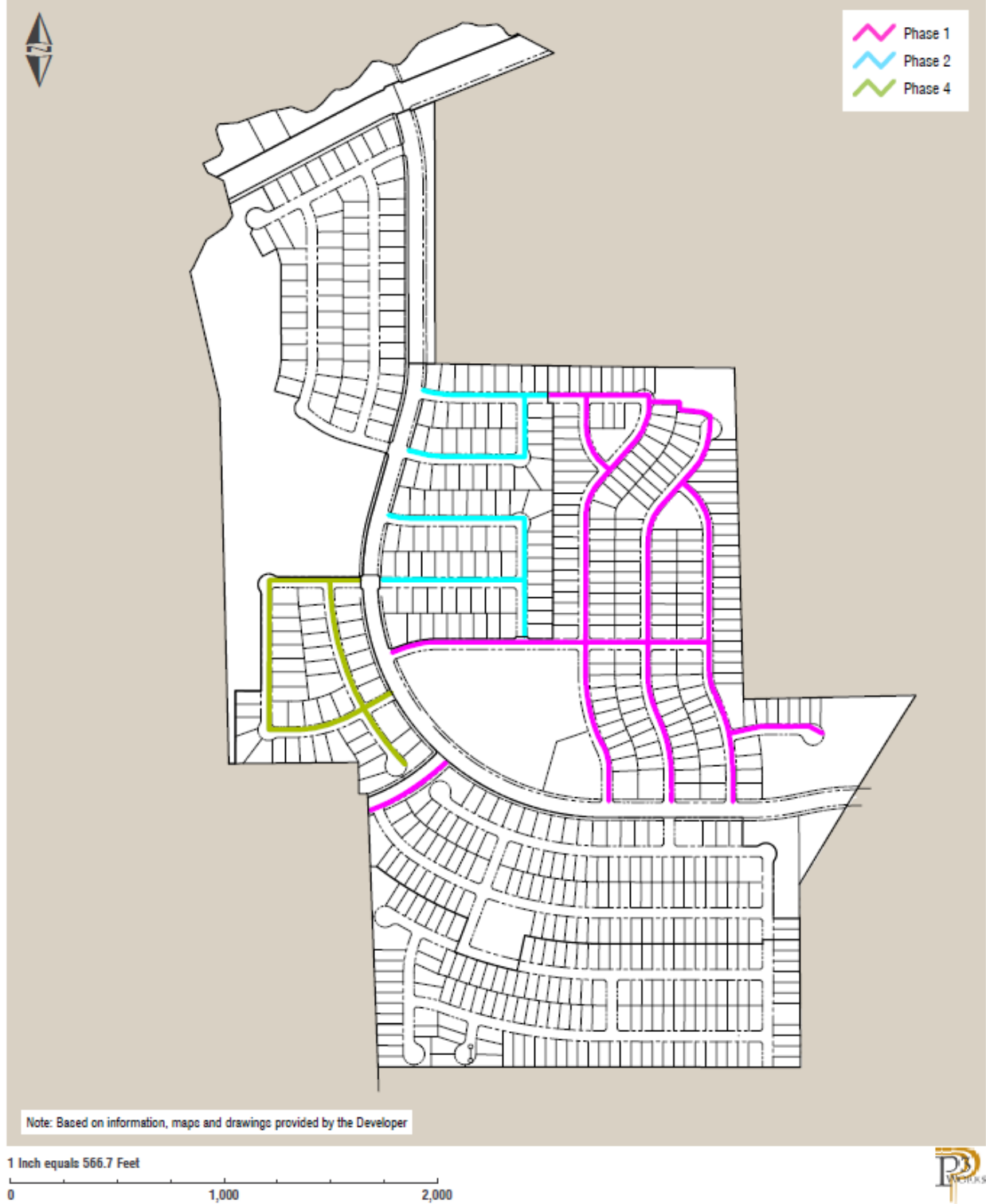
IMPROVEMENT AREA #1 IMPROVEMENTS – PARK



## EXHIBIT F-2 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS

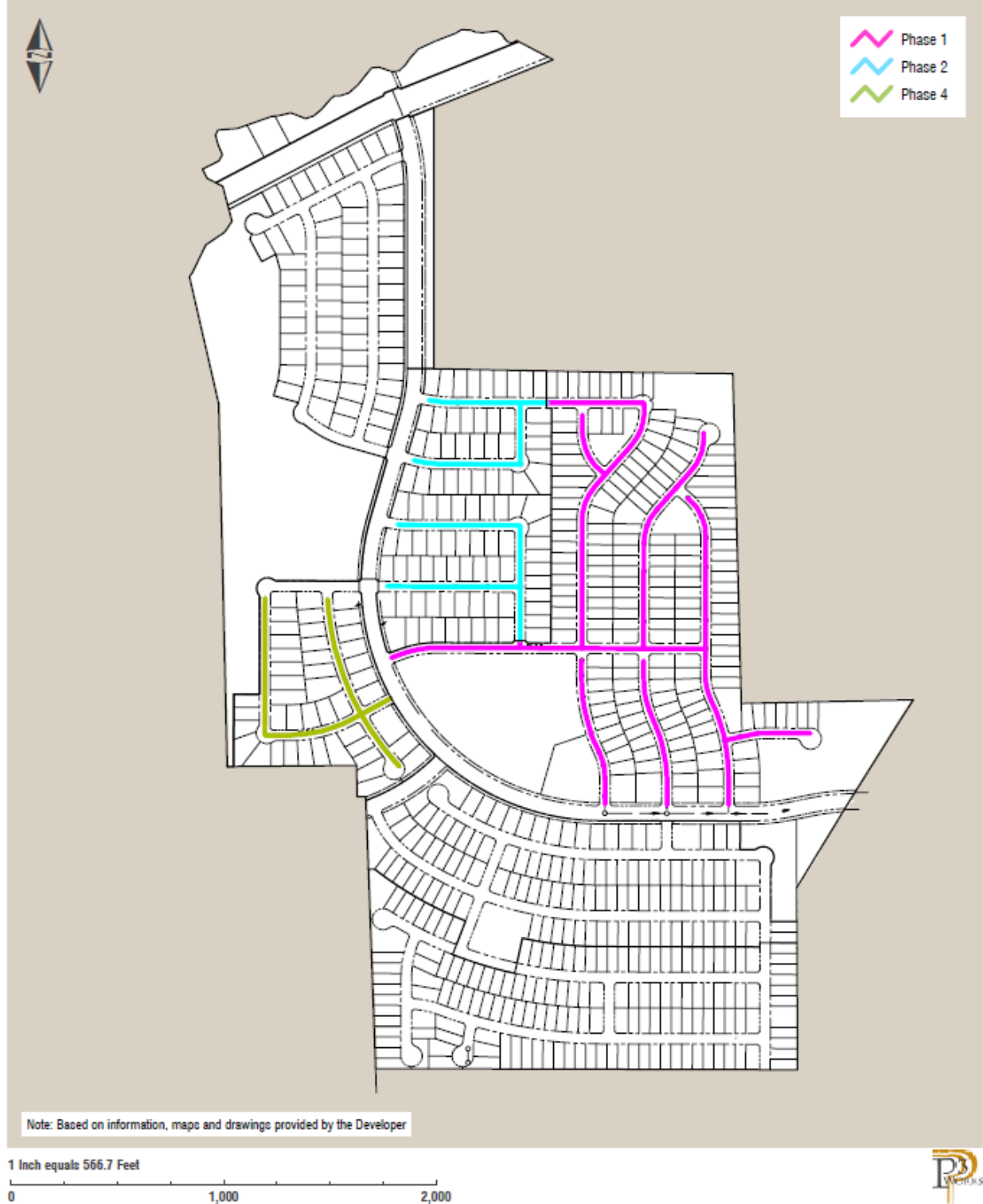


IMPROVEMENT AREA #1 IMPROVEMENTS – WATER

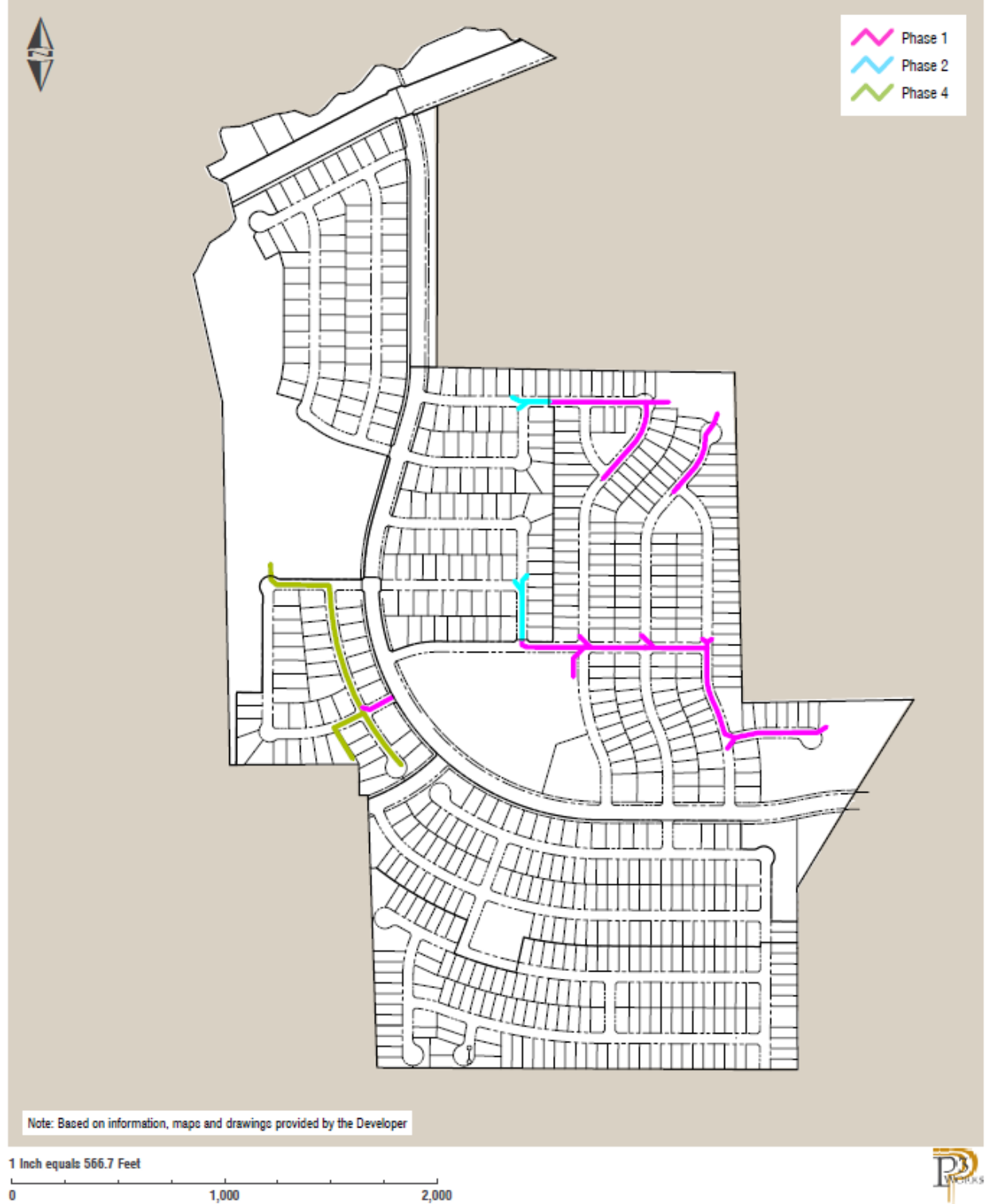




IMPROVEMENT AREA #1 IMPROVEMENTS – SEWER



IMPROVEMENT AREA #1 IMPROVEMENTS – STORM DRAIN



## EXHIBIT G – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units <sup>1</sup>	Estimated Buildout Value per Unit <sup>2</sup>	Total Estimated Buildout Value	Assessment	Maximum Assessment per Unit	Average Annual Installment	Average Annual Installment per Unit	PID Tax Rate Equivalent
<i>Improvement Area #1</i>								
Lot Type 1	167	\$ 293,750	\$ 49,056,250	\$ 2,630,064	\$ 15,749	\$ 177,083	\$ 1,060	\$ 0.360979
Lot Type 2	155	\$ 364,250	\$ 56,458,750	\$ 3,026,936	\$ 19,529	\$ 203,804	\$ 1,315	\$ 0.360979
<b>Improvement Area #1 Total</b>	<b>322</b>		<b>\$ 105,515,000</b>	<b>\$ 5,657,000</b>		<b>\$ 380,887</b>		<b>\$ 0.360979</b>
<b>Remainder Area Total</b>	<b>332</b>		<b>\$ 106,913,000</b>					
<b>Total</b>	<b>654</b>		<b>\$ 212,428,000</b>	<b>\$ 5,657,000</b>		<b>\$ 380,887</b>		

*Notes:*

<sup>1</sup> Per Red Oak PID Summary, provided by the Owner, either directly or through affiliates.

## EXHIBIT H – FORM OF NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC  
9284 Huntington Square, Suite 100  
North Richland Hills, TX 76182

[Date]  
Ellis County Clerk's Office  
Honorable [County Clerk]  
109 S Jackson St  
Waxahachie, TX 75165

**Re: City of Red Oak Lien Release documents for filing**

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Red Oak is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Red Oak  
Attn: City Secretary  
Red Oak Municipal Center  
200 Lakeview Parkway  
Red Oak, TX 75154

Please contact me if you have any questions or need additional information.

Sincerely,  
[Signature]

P3Works, LLC  
(817) 393-0353  
Admin@P3-Works.com  
www.P3-Works.com

**[City Secretary Name]  
Red Oak Municipal Center  
200 Lakeview Parkway  
Red Oak, TX 75154**

# FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

**THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN** (this "Full Release") is executed and delivered as of the Effective Date by the City of Red Oak, Texas, a Texas home rule municipality (the "City").

**WHEREAS**, the governing body (hereinafter referred to as the "City Council") of the City, Texas is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits of the City; and

**WHEREAS**, the District consists of approximately 210.613 contiguous acres within the corporate limits of the City; and

**WHEREAS**, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. \_\_\_\_\_ in the Map Records of Ellis County, Texas (the "Property"); and

**WHEREAS**, the Lien Amount has been paid in full.

**RELEASE**

**NOW THEREFORE**, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that it affects and encumbers the Property.

**EXECUTED** to be **EFFECTIVE** this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF RED OAK, TEXAS,**  
A Texas home rule municipality,

By: \_\_\_\_\_  
[Manager Name], City Manager

**ATTEST:**

\_\_\_\_\_  
[Secretary Name], City Secretary

<b>STATE OF TEXAS</b>	<b>§</b>
	<b>§</b>
<b>COUNTY OF ELLIS</b>	<b>§</b>

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the City Manager for the City of Red Oak, Texas, a Texas home rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas

# EXHIBIT I – DEBT SERVICE SCHEDULE FOR IMPROVEMENT AREA #1 BONDS



## BOND DEBT SERVICE

City of Red Oak, Texas  
 Special Assessment Revenue Bonds, Series 2021  
 Red Oak Public Improvement District No. 1  
 Callable on 9/15/2030 @ par  
 Underwriter: FMSbonds Inc.  
 \*\*\*\*\*FINAL NUMBERS\*\*\*\*\*

Dated Date 06/30/2021  
 Delivery Date 06/30/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/15/2022			142,969.11	142,969.11	
09/15/2022			100,919.38	100,919.38	
09/30/2022					243,888.49
03/15/2023			100,919.38	100,919.38	
09/15/2023	120,000	2.625%	100,919.38	220,919.38	
09/30/2023					321,838.76
03/15/2024			99,344.38	99,344.38	
09/15/2024	123,000	2.625%	99,344.38	222,344.38	
09/30/2024					321,688.76
03/15/2025			97,730.00	97,730.00	
09/15/2025	127,000	2.625%	97,730.00	224,730.00	
09/30/2025					322,460.00
03/15/2026			96,063.13	96,063.13	
09/15/2026	130,000	2.625%	96,063.13	226,063.13	
09/30/2026					322,126.26
03/15/2027			94,356.88	94,356.88	
09/15/2027	133,000	3.125%	94,356.88	227,356.88	
09/30/2027					321,713.76
03/15/2028			92,278.75	92,278.75	
09/15/2028	137,000	3.125%	92,278.75	229,278.75	
09/30/2028					321,557.50
03/15/2029			90,138.13	90,138.13	
09/15/2029	142,000	3.125%	90,138.13	232,138.13	
09/30/2029					322,276.26
03/15/2030			87,919.38	87,919.38	
09/15/2030	146,000	3.125%	87,919.38	233,919.38	
09/30/2030					321,838.76
03/15/2031			85,638.13	85,638.13	
09/15/2031	151,000	3.125%	85,638.13	236,638.13	
09/30/2031					322,276.26
03/15/2032			83,278.75	83,278.75	
09/15/2032	155,000	3.375%	83,278.75	238,278.75	
09/30/2032					321,557.50
03/15/2033			80,663.13	80,663.13	
09/15/2033	161,000	3.375%	80,663.13	241,663.13	
09/30/2033					322,326.26
03/15/2034			77,946.25	77,946.25	
09/15/2034	166,000	3.375%	77,946.25	243,946.25	
09/30/2034					321,892.50
03/15/2035			75,145.00	75,145.00	
09/15/2035	172,000	3.375%	75,145.00	247,145.00	

**BOND DEBT SERVICE**

City of Red Oak, Texas  
Special Assessment Revenue Bonds, Series 2021  
Red Oak Public Improvement District No. 1  
Callable on 9/15/2030 @ par  
Underwriter: FMSbonds Inc.  
\*\*\*\*\*FINAL NUMBERS\*\*\*\*\*

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/30/2035					322,290.00
03/15/2036			72,242.50	72,242.50	
09/15/2036	178,000	3.375%	72,242.50	250,242.50	
09/30/2036					322,485.00
03/15/2037			69,238.75	69,238.75	
09/15/2037	184,000	3.375%	69,238.75	253,238.75	
09/30/2037					322,477.50
03/15/2038			66,133.75	66,133.75	
09/15/2038	190,000	3.375%	66,133.75	256,133.75	
09/30/2038					322,267.50
03/15/2039			62,927.50	62,927.50	
09/15/2039	197,000	3.375%	62,927.50	259,927.50	
09/30/2039					322,855.00
03/15/2040			59,603.13	59,603.13	
09/15/2040	204,000	3.375%	59,603.13	263,603.13	
09/30/2040					323,206.26
03/15/2041			56,160.63	56,160.63	
09/15/2041	211,000	3.375%	56,160.63	267,160.63	
09/30/2041					323,321.26
03/15/2042			52,600.00	52,600.00	
09/15/2042	218,000	4.000%	52,600.00	270,600.00	
09/30/2042					323,200.00
03/15/2043			48,240.00	48,240.00	
09/15/2043	227,000	4.000%	48,240.00	275,240.00	
09/30/2043					323,480.00
03/15/2044			43,700.00	43,700.00	
09/15/2044	236,000	4.000%	43,700.00	279,700.00	
09/30/2044					323,400.00
03/15/2045			38,980.00	38,980.00	
09/15/2045	246,000	4.000%	38,980.00	284,980.00	
09/30/2045					323,960.00
03/15/2046			34,060.00	34,060.00	
09/15/2046	256,000	4.000%	34,060.00	290,060.00	
09/30/2046					324,120.00
03/15/2047			28,940.00	28,940.00	
09/15/2047	267,000	4.000%	28,940.00	295,940.00	
09/30/2047					324,880.00
03/15/2048			23,600.00	23,600.00	
09/15/2048	277,000	4.000%	23,600.00	300,600.00	
09/30/2048					324,200.00
03/15/2049			18,060.00	18,060.00	
09/15/2049	289,000	4.000%	18,060.00	307,060.00	
09/30/2049					325,120.00
03/15/2050			12,280.00	12,280.00	
09/15/2050	301,000	4.000%	12,280.00	313,280.00	



BOND DEBT SERVICE

City of Red Oak, Texas  
Special Assessment Revenue Bonds, Series 2021  
Red Oak Public Improvement District No. 1  
Callable on 9/15/2030 @ par  
Underwriter: FMSbonds Inc.  
\*\*\*\*\*FINAL NUMBERS\*\*\*\*\*

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/30/2050					325,560.00
03/15/2051			6,260.00	6,260.00	
09/15/2051	313,000	4.000%	6,260.00	319,260.00	
09/30/2051					325,520.00
	5,657,000		3,952,783.59	9,609,783.59	9,609,783.59

## EXHIBIT J-1 – DISTRICT LEGAL DESCRIPTION

### LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Albert Frederick Survey, Abstract No. 375, the Joel S. Davis Survey, Abstract No. 323, the James Chapman Survey, Abstract No. 214, the James E. Patton Survey, Abstract No. 839, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DRECT), and being more completely described as follows, to-wit:

**BEGINNING** at a 3/4" iron pipe found for the most southerly Southwest corner of said 212.5393 acre tract, the Northwest corner of a called 78.656 acre tract described in a deed to Refluent LLC recorded in Instrument No. 1520658 (DRECT), and being in the East line of a called 112.76 acre tract described in a deed to Chapman Estates, LP recorded in Volume 2717, Page 1085 (DRECT);

**THENCE** North 2 deg. 12 min. 4 sec. West along the West line of said 212.5393 acre tract and the East line of said 112.76 acre tract, a distance of 1,286.62 feet to a 1/2" iron rod found for an ell corner of said 212.5393 acre tract and the Northeast corner of said 112.76 acre tract;

**THENCE** South 89 deg. 30 min. 13 sec. West along a South line of said 212.5393 acre tract and the North line of said 112.76 acre tract, a distance of 40.96 feet to a 1/2" capped iron rod found "illegible" for the Southeast corner of a called 2.049 acre tract described in a deed to Joshua G. Edelman and wife, Rebecca Edelman recorded in Instrument No. 1717395 (DRECT);

**THENCE** North 0 deg. 35 min. 49 sec. West departing said North and South line and continue along the East line of said 2.049 acre tract, a distance of 147.41 feet to a 1/2" capped iron rod found "illegible" for the Northeast corner of same;

**THENCE** South 89 deg. 23 min. 28 sec. West along the North line of said 2.049 acre tract, a distance of 606.78 feet to a 1/2" iron rod found for the Northwest corner of same, being in the West line of said 212.5393 acre tract, and being the most easterly Northeast corner of Lot 10, Block 1 and the Southeast corner of Lot 11, Block 1 of Hunters Glenn Phase One recorded in Cabinet D, Slide 211-212 of the Plat Records of Ellis County, Texas (PRECT);

**THENCE** North 01 deg. 27 min. 23 sec. West along the West line of said 212.5393 acre tract, the East line of said Hunters Glenn Phase One, and the East line of Hunters Glenn Phase Two recorded in Cabinet E, Slide 209-210 (PRECT), at 249.25 feet pass a 5/8" iron rod found for the Northeast corner of Lot 11, Block 1 and the Southeast corner of Lot 12, Block 1 as shown in said Hunters Glenn Phase One, at 414.00 feet pass a 3/8" iron rod found for the Northeast corner of Lot 12, Block 1 and the Southeast corner of Lot 13, Block 1 as shown in said Hunters Glenn Phase One, at 579.12 feet pass a 5/8" iron rod found for the Northeast corner of Lot 13, Block 1 and the Southeast corner of Lot 14, Block 1 as shown in said Hunters Glenn Phase One, at 744.21 feet pass a 5/8" iron rod found for the Northeast corner of Lot 14, Block 1 and the Southeast corner of Lot 15, Block 1 as shown in said Hunters Glenn Phase One, continue a total distance of 1,714.00 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL", hereinafter referred to as 1/2" capped iron rod set for an angle point in the West line of said 212.5393 acre tract and the East line of said Hunters Glenn Phase Two, from which a 1/2" capped iron rod found "illegible" bears South 20 deg. 28 min. 39 sec. East - 4.38 feet;

**THENCE** North 12 deg. 57 min. 46 sec. West along the West line of said 212.5393 acre tract and the East line of said Hunters Glenn Phase Two, at 204.08 feet pass a 1/2" capped iron rod found "illegible" for the Northeast corner of Lot 21, Block 1 and the Southeast corner of Lot 22, Block 1 as shown in said Hunters Glenn Phase Two, continue a total distance of 618.38 feet to a point in the center of a creek, from which a 5/8" iron rod found in the East line of said Hunters Glenn Phase Two bears North 12 deg. 57 min. 46 sec. West - 128.37 feet;

**THENCE** in a northeasterly direction along the North line of said 212.5393 acre tract and along the centerline of a creek the following forty-six (46) courses;

North 38 deg. 7 min. 2 sec. East, a distance of 21.66 feet;

North 25 deg. 27 min. 0 sec. East, a distance of 146.59 feet;

North 55 deg. 35 min. 24 sec. East, a distance of 107.29 feet;

North 33 deg. 24 min. 54 sec. East, a distance of 61.85 feet;  
North 14 deg. 44 min. 19 sec. West, a distance of 171.05 feet;  
North 63 deg. 4 min. 50 sec. West, a distance of 82.21 feet;  
North 26 deg. 56 min. 1 sec. West, a distance of 48.95 feet;  
North 63 deg. 14 min. 37 sec. East, a distance of 86.37 feet;  
North 28 deg. 33 min. 36 sec. East, a distance of 33.75 feet;  
North 23 deg. 26 min. 53 sec. West, a distance of 50.76 feet;  
North 14 deg. 41 min. 25 sec. West, a distance of 46.83 feet;  
North 23 deg. 40 min. 41 sec. East, a distance of 26.62 feet;  
North 85 deg. 25 min. 41 sec. East, a distance of 90.75 feet;  
North 70 deg. 20 min. 13 sec. East, a distance of 168.30 feet;  
North 81 deg. 47 min. 5 sec. East, a distance of 47.76 feet;  
North 75 deg. 30 min. 52 sec. East, a distance of 45.98 feet;  
South 68 deg. 56 min. 39 sec. East, a distance of 75.21 feet;  
North 71 deg. 42 min. 40 sec. East, a distance of 39.74 feet;  
North 49 deg. 43 min. 10 sec. East, a distance of 47.55 feet;  
North 40 deg. 31 min. 0 sec. East, a distance of 66.25 feet;  
North 52 deg. 16 min. 23 sec. East, a distance of 24.60 feet;  
South 86 deg. 34 min. 42 sec. East, a distance of 21.27 feet;  
North 72 deg. 34 min. 13 sec. East, a distance of 46.42 feet;  
North 47 deg. 42 min. 6 sec. East, a distance of 56.57 feet;  
North 38 deg. 32 min. 16 sec. East, a distance of 103.29 feet;  
North 84 deg. 22 min. 50 sec. East, a distance of 33.86 feet;  
South 71 deg. 27 min. 56 sec. East, a distance of 67.95 feet;  
North 79 deg. 54 min. 59 sec. East, a distance of 32.23 feet;  
North 46 deg. 28 min. 47 sec. East, a distance of 40.01 feet;  
North 33 deg. 22 min. 57 sec. East, a distance of 37.03 feet;  
North 41 deg. 30 min. 58 sec. East, a distance of 58.96 feet;  
North 64 deg. 58 min. 14 sec. East, a distance of 89.74 feet;  
North 68 deg. 39 min. 43 sec. East, a distance of 97.72 feet;  
North 58 deg. 56 min. 25 sec. East, a distance of 35.47 feet;

South 86 deg. 14 min. 23 sec. East, a distance of 45.48 feet;  
South 65 deg. 20 min. 53 sec. East, a distance of 21.84 feet;  
South 87 deg. 30 min. 28 sec. East, a distance of 37.12 feet;  
North 82 deg. 46 min. 44 sec. East, a distance of 60.04 feet;  
South 67 deg. 42 min. 32 sec. East, a distance of 8.84 feet;  
South 53 deg. 45 min. 16 sec. East, a distance of 25.75 feet;  
South 33 deg. 0 min. 34 sec. East, a distance of 21.81 feet;  
South 42 deg. 58 min. 8 sec. East, a distance of 18.81 feet;  
South 71 deg. 39 min. 10 sec. East, a distance of 17.97 feet;  
North 76 deg. 25 min. 38 sec. East, a distance of 8.28 feet;  
North 59 deg. 35 min. 45 sec. East, a distance of 16.20 feet;  
North 39 deg. 9 min. 7 sec. East, a distance of 2.76 feet;

**THENCE** South 62 deg. 10 min. 59 sec. East departing said centerline and continue along the North line of said 212.5393 acre tract, at 193.17 feet pass a 1/2" iron rod found, continue a total distance of 195.10 feet to a 1/2" capped iron rod set for the most northerly Northeast corner of said 212.5393 acre tract and being in the Northwest line of a called 24.5745 acre tract described in a deed to Keith Alan Nichols and wife, Kristina Nichols recorded in Volume 2825, Page 663 (DRECT), from which a 5/8" iron pipe found for the Northeast corner of said 24.5745 acre tract bears North 67 deg. 50 min. 44 sec. East - 226.12 feet;

**THENCE** South 67 deg. 50 min. 44 sec. West along a Southeast line of said 212.5393 acre tract and the Northwest line of said 24.5745 acre tract, a distance of 602.30 feet to a 5/8" iron pipe found for an ell corner of said 212.5393 acre tract and the Northwest corner of said 24.5745 acre tract;

**THENCE** South 0 deg. 8 min. 45 sec. East along an East line of said 212.5393 acre tract and the West line of said 24.5745 acre tract, a distance of 1,235.09 feet to a 1/2" iron pipe found for an ell corner of said 212.5393 acre tract and the Southwest corner of said 24.5745 acre tract;

**THENCE** South 88 deg. 59 min. 37 sec. East along a North line of said 212.5393 acre tract and the South line of said 24.5745 acre tract, a distance of 763.45 feet to a 1/2" iron pipe found "bent" for the Southeast corner of said 24.5745 acre tract and the most westerly Southwest corner of a called 342.5533 acre tract described in a deed to Red Oak Creekside Properties, GP recorded in Volume 705, Page 576 (DRECT);

**THENCE** South 89 deg. 26 min. 45 sec. East along a North line of said 212.5393 acre tract and the South line of said 342.5533 acre tract, a distance of 636.69 feet to a 5" metal fence corner for an ell corner of same;

**THENCE** South 01 deg. 34 min. 23 sec. East along an East line of said 212.5393 acre tract and a West line of said 342.5533 acre tract, a distance of 1,559.76 feet to a 1/2" capped iron rod set in the center of a creek for an ell corner of said 212.5393 acre tract and the most southerly Southwest corner of said 342.5533 acre tract, from which a 3/4" iron rod found "bent" in the center of creek bears North 01 deg. 34 min. 23 sec. West - 5.45 feet;

**THENCE** North 88 deg. 33 min. 48 sec. East along a North line of said 212.5393 acre tract and the South line of said 342.5533 acre tract, a distance of 818.77 feet to a 1/2" iron pipe found for the most southerly Southeast corner of said 342.5533 acre tract and being in the agreed upon boundary line between 212 Red Oak, L.P. and Oak Cliff Fellowship as shown in the Boundary Line Agreement recorded in Instrument No. 2043890 (DRECT);

**THENCE** South 32 deg. 50 min. 56 sec. West along said Boundary Line Agreement, a distance of 571.18 feet to a 60D nail found at the base of a 2" iron pipe (Bent) for the end of said Boundary Line Agreement and being the most northerly Northwest corner of a called 89.157 acre tract described in a deed to Oak Hill Crossing, Ltd recorded in Volume 2590, Page 238 (DRECT), from which a 1" iron pipe found for the original corner of Lot 1, Block 1 of The Oak Cliff Fellowship Addition recorded in Cabinet G, Slide 21-22 (PRECT) bears South 87 deg. 39 min. 12 sec. East - 16.84 feet;

**THENCE** South 30 deg. 44 min. 59 sec. West along the East line of said 212.5393 acre tract and the West line of said 89.157 acre tract, a distance of 479.54 feet to a P.K. nail found in concrete at a fence corner;

**THENCE** South 00 deg. 16 min. 35 sec. East along said East and West lines, a distance of 859.71 feet to a 5/8" iron pipe found (bent) at the base of a 6" wood fence corner for the Southeast corner of said 212.5393 acre tract and an ell corner of said 89.157 acre tract;

**THENCE** North 89 deg. 58 min. 2 sec. West along the South line of said 212.5393 acre tract and the North line of said 78.656 acre tract, a distance of 1,975.78 feet to the **POINT OF BEGINNING**, containing 9,170,246 square feet or 210.520 acres of land, more or less.

## EXHIBIT J-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Phase 1:

All that certain lot, tract, or parcel of land, situated in a portion of the Albert Frederick Survey, Abstract No. 375, the James E. Patton Survey, Abstract No. 839, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DRECT), and being more completely described as follows, to-wit:

**BEGINNING** at a 1/2" iron pipe found (bent) for the Southeast corner of a called 24.5745 acre tract described in a deed to Keith Alan Nichols and wife, Kristina Nichols recorded in Volume 2825, Page 663 (DRECT), the most westerly Southwest corner of a called 342.5533 acre tract described in a deed to Red Oak Creekside Properties, GP recorded in Volume 705, Page 576 (DRECT), and being in the North line of said 212.5393 acre tract;

**THENCE** South 89 deg. 26 min. 45 sec. East along the North line of said 212.5393 acre tract and the South line of said 342.5533 acre tract, a distance of 636.69 feet to a 5" metal fence corner for an ell corner of same;

**THENCE** South 01 deg. 34 min. 23 sec. East along an East line of said 212.5393 acre tract and a West line of said 342.5533 acre tract, a distance of 1,559.76 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" hereinafter referred to as 1/2" capped iron rod set, in the center of a creek for an ell corner of said 212.5393 acre tract and the most southerly Southwest corner of said 342.5533 acre tract, from which a 3/4" iron rod found (bent) in the center of creek bears North 01 deg. 34 min. 23 sec. West - 5.45 feet;

**THENCE** North 88 deg. 33 min. 48 sec. East along a North line of said 212.5393 acre tract and the South line of said 342.5533 acre tract, a distance of 818.77 feet to a 1/2" iron pipe found for the most southerly Southeast corner of said 342.5533 acre tract and being in the agreed upon boundary line between 212 Red Oak, L.P. and Oak Cliff Fellowship as shown in the Boundary Line Agreement recorded in Instrument No. 2043890 (DRECT);

**THENCE** South 32 deg. 50 min. 56 sec. West along said Boundary Line Agreement, a distance of 571.18 feet to a 60D nail found at the base of a 2" iron pipe (Bent) for the end of said Boundary Line Agreement and being the most northerly Northwest corner of a called 89.157 acre tract described in a deed to Oak Hill Crossing, Ltd recorded in Volume 2590, Page 238 (DRECT), from which a 1" iron pipe found for the original corner of Lot 1, Block 1 of The Oak Cliff Fellowship Addition recorded in Cabinet G, Slide 21-22 (PRECT) bears South 87 deg. 39 min. 12 sec. East - 16.84 feet;

**THENCE** South 30 deg. 44 min. 59 sec. West along the East line of said 212.5393 acre tract and the West line of said 89.157 acre tract, a distance of 479.54 feet to a P.K. nail found in concrete at a fence corner;



**THENCE** South 00 deg. 16 min. 35 sec. East along said East and West lines, a distance of 159.70 feet to a 1/2" capped iron rod set, from which a 5/8" iron pipe found (bent) at the base of a 6" wood fence corner for the Southeast corner of said 212.5393 acre tract and an ell corner of said 89.157 acre tract bears South 00 deg. 16 min. 35 sec. East – 700.01 feet;

**THENCE** North 89 deg. 58 min. 02 sec. West departing said East and West lines, a distance of 120.13 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 01 min. 58 sec. East, a distance of 260.00 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 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears North 14 deg. 04 min. 09 sec. East - 16.98 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 17.15 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the left, having a radius of 50.00 feet, a central angle of 146 deg. 08 min. 42 sec., and being subtended by a chord which bears North 44 deg. 58 min. 02 sec. West - 95.67 feet;

**THENCE** in a northwesterly direction along said curve to the left, a distance of 127.54 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the right, having a radius of 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears South 75 deg. 59 min. 48 sec. West - 16.98 feet;

**THENCE** in a westerly direction along said curve to the right, a distance of 17.15 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 02 sec. West, tangent to said curve, a distance of 67.96 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 01 min. 58 sec. East, a distance of 135.00 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 309.00 feet to a 1/2" capped iron rod set;

**THENCE** South 45 deg. 01 min. 58 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 50.00 feet to a 1/2" capped iron rod set;

**THENCE** North 44 deg. 58 min. 02 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 276.25 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

1,123.00 feet, a central angle of 39 deg. 16 min. 52 sec., and being subtended by a chord which bears North 70 deg. 19 min. 36 sec. West - 754.92 feet;

**THENCE** in a westerly direction along said curve to the right, a distance of 769.91 feet to a 1/2" capped iron rod set;

**THENCE** South 86 deg. 47 min. 53 sec. West, non-tangent to said curve, a distance of 14.68 feet to a 1/2" capped iron rod set;

**THENCE** North 48 deg. 23 min. 14 sec. West, a distance of 70.09 feet to a 1/2" capped iron rod set;

**THENCE** North 01 deg. 03 min. 42 sec. West, a distance of 14.07 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,123.00 feet, a central angle of 15 deg. 12 min. 39 sec., and being subtended by a chord which bears North 38 deg. 29 min. 08 sec. West - 297.26 feet;

**THENCE** in a northwesterly direction along said curve to the right, a distance of 298.13 feet to a 1/2" capped iron rod set;

**THENCE** North 74 deg. 51 min. 35 sec. West, non-tangent to said curve, a distance of 14.33 feet to a 1/2" capped iron rod set;

**THENCE** North 29 deg. 05 min. 40 sec. West, a distance of 50.00 feet to a 1/2" capped iron rod set;

**THENCE** North 16 deg. 40 min. 16 sec. East, a distance of 14.33 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,123.00 feet, a central angle of 24 deg. 36 min. 06 sec., and being subtended by a chord which bears North 15 deg. 00 min. 28 sec. West - 478.50 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 482.19 feet to a 1/2" capped iron rod set;

**THENCE** North 46 deg. 12 min. 34 sec. West, non-tangent to said curve, a distance of 14.45 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 55 min. 15 sec. West, a distance of 50.01 feet to a 1/2" capped iron rod set;

**THENCE** North 45 deg. 19 min. 17 sec. East, a distance of 14.21 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 01 sec. East, a distance of 70.01 feet to a 1/2" capped iron rod set;

**THENCE** South 44 deg. 39 min. 34 sec. East, a distance of 14.07 feet to a 1/2" capped iron rod set;



**THENCE** South 00 deg. 59 min. 04 sec. East, a distance of 50.01 feet to a 1/2" capped iron rod set;

**THENCE** South 43 deg. 42 min. 28 sec. West, a distance of 13.81 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 1,053.00 feet, a central angle of 15 deg. 07 min. 57 sec., and being subtended by a chord which bears South 10 deg. 27 min. 20 sec. East - 277.30 feet;

**THENCE** in a southerly direction along said curve to the left, a distance of 278.11 feet to a 1/2" capped iron rod set;

**THENCE** South 64 deg. 06 min. 36 sec. East, non-tangent to said curve, a distance of 13.94 feet to a 1/2" capped iron rod set;

**THENCE** North 70 deg. 04 min. 25 sec. East, a distance of 59.20 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 475.00 feet, a central angle of 19 deg. 57 min. 33 sec., and being subtended by a chord which bears North 80 deg. 03 min. 12 sec. East - 164.63 feet;

**THENCE** in an easterly direction along said curve to the right, a distance of 165.47 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, tangent to said curve, a distance of 357.28 feet to a 1/2" capped iron rod set;

**THENCE** North 45 deg. 01 min. 58 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod set;

**THENCE** South 44 deg. 58 min. 02 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, a distance of 110.00 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 01 min. 58 sec. East, a distance of 1,110.00 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 23.82 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 01 min. 58 sec. East, a distance of 175.62 feet to a 1/2" capped iron rod set in the South line of said 24.5745 acre tract and the North line of said 212.5393 acre tract, from which a 1/2" iron pipe found for the Southwest corner of said 24.5745 acre tract bears North 88 deg. 59 min. 37 sec. West – 527.95 feet;

**THENCE** South 88 deg. 59 min. 37 sec. East along said North and South lines, a distance of 235.50 feet to the **POINT OF BEGINNING**, containing 2,822,104 square feet or 64.787 acres of land, more or less.

**SAVE AND EXCEPT:**

All that certain lot, tract, or parcel of land, situated in a portion of the Albert Frederick Survey, Abstract No. 375, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DRECT), and being more completely described as follows, to-wit:

**COMMENCING** at a 1/2" iron pipe found (bent) for the Southeast corner of a called 24.5745 acre tract described in a deed to Keith Alan Nichols and wife, Kristina Nichols recorded in Volume 2825, Page 663 (DRECT) and the most westerly Southwest corner of a called 342.5533 acre tract described in a deed to Red Oak Creekside Properties, GP recorded in Volume 705, Page 576 (DRECT), and being in the North line of said 212.5393 acre tract, from which a 1/2" iron pipe found for the Southwest corner of said 24.5745 acre tract bears North 88 deg. 59 min. 37 sec. West – 763.45 feet and a 5" metal fence corner found for an ell corner of said 342.5533 acre tract bears South 89 deg. 26 min. 45 sec. East – 636.69 feet;

**THENCE** South 03 deg. 56 min. 28 sec. West departing said deed lines, a distance of 1,344.74 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" hereinafter referred to as 1/2" capped iron rod set for the **TRUE POINT OF BEGINNING**;

**THENCE** South 00 deg. 01 min. 58 sec. West, a distance of 58.92 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 1,055.00 feet, a central angle of 20 deg. 21 min. 12 sec., and being subtended by a chord which bears South 10 deg. 08 min. 38 sec. East - 372.80 feet;

**THENCE** in a southerly direction along said curve to the left, a distance of 374.77 feet to a 1/2" capped iron rod set;

**THENCE** South 20 deg. 19 min. 14 sec. East, tangent to said curve, a distance of 50.00 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 425.00 feet, a central angle of 20 deg. 21 min. 12 sec., and being subtended by a chord which bears South 10 deg. 08 min. 38 sec. East - 150.18 feet;

**THENCE** in a southerly direction along said curve to the right, a distance of 150.97 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 01 min. 58 sec. West, tangent to said curve, a distance of 78.75 feet to a 1/2" capped iron rod set, from which a 1/2" capped iron rod set in the center of a creek for an ell corner of said 212.5393 acre tract and the most southerly Southwest corner of 342.5533 acre tract bears North 54 deg. 19 min. 34 sec. East – 815.54 feet;

**THENCE** South 45 deg. 16 min. 15 sec. West, a distance of 14.08 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,053.00 feet, a central angle of 67 deg. 23 min. 18 sec., and being subtended by a chord which bears North 55 deg. 31 min. 30 sec. West - 1,168.32 feet;

**THENCE** in a northwesterly direction along said curve to the right, a distance of 1,238.48 feet to a 1/2" capped iron rod set;

**THENCE** North 24 deg. 15 min. 27 sec. East, non-tangent to said curve, a distance of 13.94 feet to a 1/2" capped iron rod set;

**THENCE** North 70 deg. 04 min. 25 sec. East, a distance of 59.20 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 425.00 feet, a central angle of 19 deg. 57 min. 33 sec., and being subtended by a chord which bears North 80 deg. 03 min. 12 sec. East - 147.30 feet;

**THENCE** in an easterly direction along said curve to the right, a distance of 148.05 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, tangent to said curve, a distance of 647.28 feet to a 1/2" capped iron rod set;

**THENCE** South 44 deg. 58 min. 02 sec. East, a distance of 14.14 feet to the **POINT OF BEGINNING**, containing 475,670 square feet or 10.920 acres of land, more or less. LEAVING A NET AREA OF 2,346,434 SQUARE FEET OR 53.867 ACRES OF LAND, MORE OR LESS.

Phase 2:

All that certain lot, tract, or parcel of land, situated in a portion of the Albert Frederick Survey, Abstract No. 375, the James E. Patton Survey, Abstract No. 839, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DRECT), and being more completely described as follows, to-wit:

**COMMENCING** at a 1/2" iron pipe found (bent) for the Southeast corner of a called 24.5745 acre tract described in a deed to Keith Alan Nichols and wife, Kristina Nichols recorded in Volume 2825, Page 663 (DRECT), the most westerly Southwest corner of a called 342.5533 acre tract described in a deed to Red Oak Creekside Properties, GP recorded in Volume 705, Page 576 (DRECT), and being in a North line of said 212.5393 acre tract;

**THENCE** North 88 deg. 59 min. 37 sec. West along the South line of said 24.5745 acre tract and the North line of said 212.5393 acre tract, a distance of 235.50 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 the **TRUE POINT OF BEGINNING**;

**THENCE** South 00 deg. 01 min. 58 sec. West departing said North and South lines, a distance of 175.62 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, a distance of 23.82 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 01 min. 58 sec. West, a distance of 1,110.00 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 110.00 feet to a 1/2" capped iron rod set;

**THENCE** North 44 deg. 58 min. 02 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 50.00 feet to a 1/2" capped iron rod set;

**THENCE** South 45 deg. 01 min. 58 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 357.28 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 475.00 feet, a central angle of 19 deg. 57 min. 33 sec., and being subtended by a chord which bears South 80 deg. 03 min. 12 sec. West - 164.63 feet;

**THENCE** in a westerly direction along said curve to the left, a distance of 165.47 feet to a 1/2" capped iron rod set;

**THENCE** South 70 deg. 04 min. 25 sec. West tangent to said curve, a distance of 59.20 feet to a 1/2" capped iron rod set;

**THENCE** North 64 deg. 06 min. 36 sec. West, a distance of 13.94 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,053.00 feet, a central angle of 15 deg. 07 min. 57 sec., and being subtended by a chord which bears North 10 deg. 27 min. 20 sec. West - 277.30 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 278.11 feet to a 1/2" capped iron rod set;

**THENCE** North 43 deg. 42 min. 28 sec. East non-tangent to said curve, a distance of 13.81 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 59 min. 04 sec. West, a distance of 50.01 feet to a 1/2" capped iron rod set;

**THENCE** North 44 deg. 39 min. 34 sec. West, a distance of 14.07 feet to a 1/2" capped iron rod set;

**THENCE** North 89 deg. 58 min. 01 sec. West, a distance of 70.01 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,123.00 feet, a central angle of 15 deg. 00 min. 06 sec., and being subtended by a chord which bears North 08 deg. 21 min. 57 sec. East - 293.20 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 294.04 feet to a 1/2" capped iron rod set;

**THENCE** North 15 deg. 52 min. 01 sec. East tangent to said curve, a distance of 281.75 feet to a 1/2" capped iron rod set;

**THENCE** North 29 deg. 07 min. 59 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** North 15 deg. 52 min. 01 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod set;

**THENCE** North 60 deg. 52 min. 01 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** North 15 deg. 52 min. 01 sec. East, a distance of 157.04 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 825.00 feet, a central angle of 15 deg. 13 min. 29 sec., and being subtended by a chord which bears North 08 deg. 15 min. 16 sec. East - 218.57 feet;

**THENCE** in a northerly direction along said curve to the left, a distance of 219.22 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 21 min. 28 sec. East radial to said curve, a distance of 125.09 feet to a 1/2" iron pipe found for the Southwest corner of said 24.5745 acre tract and an ell corner of said 212.5393 acre tract;

**THENCE** South 88 deg. 59 min. 37 sec. East along the South line of said 24.5745 acre tract and a North line of said 212.5393 acre tract, a distance of 527.95 feet to the **POINT OF BEGINNING**, containing 1,021,506 square feet or 23.451 acres of land, more or less.

Phase 4:

All that certain lot, tract, or parcel of land, situated in a portion of the Albert Frederick Survey, Abstract No. 375, the James Chapman Survey, Abstract No. 214, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DRECT), and being more completely described as follows, to-wit:

**BEGINNING** at a 1/2" capped iron rod found "illegible" for the Southeast corner of a called 2.049 acre tract described in a deed to Joshua G. Edelman and wife, Rebecca Edelman recorded in Instrument No. 1717395 (DRECT), in a South line of said 212.5393

acre tract, and in the North line of a called 112.76 acre tract described in a deed to Chapman Estates, LP recorded in Volume 2717, Page 1085 (DIRECT);

**THENCE** North 00 deg. 35 min. 49 sec. West departing said North and South lines and continue along the East line of said 2.049 acre tract, a distance of 147.41 feet to a 1/2" capped iron rod found (illegible) for the Northeast corner of same;

**THENCE** South 89 deg. 23 min. 28 sec. West along the North line of said 2.049 acre tract, a distance of 576.51 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL", hereinafter referred to as 1/2" capped iron rod set, from which a 1/2" iron rod found for the Northwest corner of said 2.049 acre tract and being in the West line of said 212.5393 acre tract bears South 89 deg. 23 min. 28 sec. West – 30.26 feet;

**THENCE** North 00 deg. 01 min. 58 sec. East departing said North line, a distance of 341.14 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, a distance of 120.00 feet to a 1/2" capped iron rod set;

**THENCE** North 00 deg. 01 min. 58 sec. East, a distance of 456.95 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 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears North 14 deg. 00 min. 12 sec. West - 16.98 feet;

**THENCE** in a northerly direction along said curve to the left, a distance of 17.15 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the right, having a radius of 50.00 feet, a central angle of 146 deg. 08 min. 42 sec., and being subtended by a chord which bears North 45 deg. 01 min. 58 sec. East - 95.67 feet;

**THENCE** in a northeasterly direction along said curve to the right, a distance of 127.54 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the left, having a radius of 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears South 75 deg. 55 min. 51 sec. East - 16.98 feet;

**THENCE** in an easterly direction along said curve to the left, a distance of 17.15 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East tangent to said curve, a distance of 384.88 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 55 min. 15 sec. East, a distance of 50.01 feet to a 1/2" capped iron rod set;

**THENCE** South 46 deg. 12 min. 34 sec. East, a distance of 14.45 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 1,123.00 feet, a central angle of 24 deg. 36 min. 06 sec., and being subtended by a chord which bears South 15 deg. 00 min. 28 sec. East - 478.50 feet;

**THENCE** in a southerly direction along said curve to the left, a distance of 482.19 feet to a 1/2" capped iron rod set;

**THENCE** South 16 deg. 40 min. 16 sec. West non-tangent to said curve, a distance of 14.33 feet to a 1/2" capped iron rod set;

**THENCE** South 29 deg. 05 min. 40 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod set;

**THENCE** South 74 deg. 51 min. 35 sec. East, a distance of 14.33 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 1,123.00 feet, a central angle of 15 deg. 12 min. 39 sec., and being subtended by a chord which bears South 38 deg. 29 min. 08 sec. East - 297.26 feet;

**THENCE** in a southeasterly direction along said curve to the left, a distance of 298.13 feet to a 1/2" capped iron rod set;

**THENCE** South 01 deg. 03 min. 42 sec. East non-tangent to said curve, a distance of 14.07 feet to a 1/2" capped iron rod set for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 865.00 feet, a central angle of 22 deg. 20 min. 04 sec., and being subtended by a chord which bears South 55 deg. 43 min. 16 sec. West - 335.06 feet;

**THENCE** in a southwesterly direction along said curve to the right, a distance of 337.19 feet to a 1/2" capped iron rod set;

**THENCE** South 66 deg. 53 min. 18 sec. West tangent to said curve, a distance of 47.03 feet to a 1/2" capped iron rod set in the West line of said 212.5393 acre tract and the East line of said 112.76 acre tract, from which a 3/4" iron pipe found for the most southerly Southwest corner of said 212.5393 acre tract, the Northwest corner of a called 78.656 acre tract described in a deed to Refluent LLC recorded in Instrument No. 1520658 (DIRECT), and being in the East line of said 112.76 acre tract bears South 02 deg. 12 min. 04 sec. East - 1,268.04 feet;

**THENCE** North 02 deg. 12 min. 04 sec. West along said East and West lines, a distance of 18.59 feet to a 1/2" iron rod found for an ell corner of said 212.5393 acre tract and the Northeast corner of said 112.76 acre tract;

**THENCE** South 89 deg. 30 min. 13 sec. West along a South line of said 212.5393 acre tract and the North line of said 112.76 acre tract, a distance of 40.96 feet to the **POINT OF BEGINNING**, containing 592,528 square feet or 13.603 acres of land, more or less.

Park:

All that certain lot, tract, or parcel of land, situated in a portion of the Albert Frederick Survey, Abstract No. 375, the James Chapman Survey, Abstract No. 214, the Joel S. Davis Survey, Abstract No. 323, the James E. Patton Survey, Abstract No. 839, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a



deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DRECT), and being more completely described as follows, to-wit:

**BEGINNING** at a 1/2" iron rod found for the Northwest corner of a called 2.049 acre tract described in a deed to Joshua G. Edelman and wife, Rebecca Edelman recorded in Instrument No. 1717395 (DRECT), being in the West line of said 212.5393 acre tract, and being the most easterly Northeast corner of Lot 10, Block 1 and the Southeast corner of Lot 11, Block 1 of Hunters Glenn Phase One recorded in Cabinet D, Slide 211-212 of the Plat Records of Ellis County, Texas (PRECT);

**THENCE** North 01 deg. 27 min. 23 sec. West along the West line of said 212.5393 acre tract, the East line of said Hunters Glenn Phase One, and the East line of Hunters Glenn Phase Two recorded in Cabinet E, Slide 209-210 (PRECT), at 249.25 feet pass a 5/8" iron rod found for the Northeast corner of Lot 11, Block 1 and the Southeast corner of Lot 12, Block 1 as shown in said Hunters Glenn Phase One, at 414.00 feet pass a 3/8" iron rod found for the Northeast corner of Lot 12, Block 1 and the Southeast corner of Lot 13, Block 1 as shown in said Hunters Glenn Phase One, at 579.12 feet pass a 5/8" iron rod found for the Northeast corner of Lot 13, Block 1 and the Southeast corner of Lot 14, Block 1 as shown in said Hunters Glenn Phase One, at 744.21 feet pass a 5/8" iron rod found for the Northeast corner of Lot 14, Block 1 and the Southeast corner of Lot 15, Block 1 as shown in said Hunters Glenn Phase One, continue a total distance of 1,714.00 feet to an angle point in the West line of said 212.5393 acre tract and the East line of said Hunters Glenn Phase Two, from which a 1/2" capped iron rod found "illegible" bears South 20 deg. 28 min. 39 sec. East - 4.38 feet;

**THENCE** North 12 deg. 57 min. 46 sec. West along the West line of said 212.5393 acre tract and the East line of said Hunters Glenn Phase Two, at 204.08 feet pass a 1/2" capped iron rod found "illegible" for the Northeast corner of Lot 21, Block 1 and the Southeast corner of Lot 22, Block 1 as shown in said Hunters Glenn Phase Two, continue a total distance of 618.38 feet to a point in the center of a creek, from which a 5/8" iron rod found in the East line of said Hunters Glenn Phase Two bears North 12 deg. 57 min. 46 sec. West - 128.37 feet;

**THENCE** in a northeasterly direction along the North line of said 212.5393 acre tract and along the centerline of a creek the following five (5) courses;

North 38 deg. 07 min. 02 sec. East, a distance of 21.66 feet;

North 25 deg. 27 min. 00 sec. East, a distance of 146.59 feet;

North 55 deg. 35 min. 24 sec. East, a distance of 107.29 feet;

North 33 deg. 24 min. 54 sec. East, a distance of 61.85 feet;

North 14 deg. 44 min. 19 sec. West, a distance of 57.95 feet;

**THENCE** North 61 deg. 58 min. 45 sec. East departing said North line and centerline, a distance of 174.07 feet;



**THENCE** South 28 deg. 01 min. 15 sec. East, a distance of 120.00 feet;

**THENCE** South 61 deg. 58 min. 45 sec. West, a distance of 17.68 feet to a Point of Curvature of a circular curve to the right, having a radius of 35.00 feet, a central angle of 65 deg. 41 min. 03 sec., and being subtended by a chord which bears North 85 deg. 10 min. 43 sec. West - 37.96 feet;

**THENCE** in a westerly direction along said curve to the right, a distance of 40.12 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 50.00 feet, a central angle of 196 deg. 31 min. 50 sec., and being subtended by a chord which bears South 29 deg. 23 min. 54 sec. West - 98.96 feet;

**THENCE** in a southwesterly direction along said curve to the left, a distance of 171.51 feet;

**THENCE** South 21 deg. 07 min. 59 sec. West non-tangent to said curve, a distance of 26.45 feet;

**THENCE** South 28 deg. 01 min. 15 sec. East, a distance of 120.00 feet;

**THENCE** North 61 deg. 58 min. 45 sec. East, a distance of 74.00 feet;

**THENCE** South 15 deg. 37 min. 19 sec. East, a distance of 76.78 feet;

**THENCE** South 00 deg. 08 min. 45 sec. East, a distance of 375.00 feet;

**THENCE** South 00 deg. 06 min. 54 sec. East, a distance of 74.18 feet;

**THENCE** South 07 deg. 44 min. 54 sec. West, a distance of 74.00 feet;

**THENCE** South 15 deg. 49 min. 11 sec. West, a distance of 75.00 feet;

**THENCE** South 74 deg. 07 min. 59 sec. East, a distance of 120.00 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears South 29 deg. 54 min. 11 sec. West - 16.98 feet;

**THENCE** in a southwesterly direction along said curve to the right, a distance of 17.15 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 50.00 feet, a central angle of 121 deg. 26 min. 52 sec., and being subtended by a chord which bears South 16 deg. 47 min. 04 sec. East - 87.23 feet;

**THENCE** in a southerly direction along said curve to the left, a distance of 105.98 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 35.00 feet, a central angle of 27 deg. 12 min. 41 sec., and being subtended by a chord which bears South 63 deg. 54 min. 10 sec. East - 16.47 feet;

**THENCE** in a southeasterly direction along said curve to the right, a distance of 16.62 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 525.00 feet, a central angle of 23 deg. 50 min. 10 sec., and being subtended by a chord which bears South 62 deg. 12 min. 54 sec. East - 216.84 feet;

**THENCE** in a southeasterly direction along said curve to the left, a distance of 218.41 feet;

**THENCE** South 74 deg. 07 min. 59 sec. East tangent to said curve, a distance of 193.69 feet;

**THENCE** South 29 deg. 07 min. 59 sec. East, a distance of 14.14 feet;

**THENCE** South 15 deg. 52 min. 01 sec. West, a distance of 281.75 feet to a Point of Curvature of a circular curve to the left, having a radius of 1,123.00 feet, a central angle of 15 deg. 00 min. 06 sec., and being subtended by a chord which bears South 08 deg. 21 min. 57 sec. West - 293.20 feet;

**THENCE** in a southerly direction along said curve to the left, a distance of 294.04 feet;

**THENCE** South 45 deg. 19 min. 17 sec. West non-tangent to said curve, a distance of 14.21 feet;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 384.88 feet to a Point of Curvature of a circular curve to the right, having a radius of 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears North 75 deg. 55 min. 51 sec. West - 16.98 feet;

**THENCE** in a westerly direction along said curve to the right, a distance of 17.15 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 50.00 feet, a central angle of 146 deg. 08 min. 42 sec., and being subtended by a chord which bears South 45 deg. 01 min. 58 sec. West - 95.67 feet;

**THENCE** in a southwesterly direction along said curve to the left, a distance of 127.54 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears South 14 deg. 00 min. 12 sec. East - 16.98 feet;

**THENCE** in a southerly direction along said curve to the right, a distance of 17.15 feet;

**THENCE** South 00 deg. 01 min. 58 sec. West tangent to said curve, a distance of 456.95 feet;

**THENCE** North 89 deg. 58 min. 02 sec. West, a distance of 120.00 feet;

**THENCE** South 00 deg. 01 min. 58 sec. West, a distance of 341.14 feet to the North line of said 2.049 acre tract, from which a 1/2" capped iron rod found (illegible) for the

Northeast corner of said 2.049 acre tract bears North 89 deg. 23 min. 28 sec. East – 576.52 feet;

**THENCE** South 89 deg. 23 min. 28 sec. West along said North line, a distance of 30.26 feet to the **POINT OF BEGINNING**, containing 925,065 square feet or 21.237 acres of land, more or less.

### EXHIBIT J-3 – REMAINDER AREA LEGAL DESCRIPTION

Phase 3:

All that certain lot, tract, or parcel of land, situated in a portion of the Joel S. Davis Survey, Abstract No. 323, the James E. Patton Survey, Abstract No. 839, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DIRECT), and being more completely described as follows, to-wit:

**COMMENCING** at a 5/8" iron pipe found for an ell corner of said 212.5393 acre tract and the Northwest corner of a called 24.5745 acre tract described in a deed to Keith Alan Nichols and wife, Kristina Nichols recorded in Volume 2825, Page 663 (DIRECT), from which a 5/8" iron pipe found for the Northeast corner of said 24.5745 acre tract bears North 67 deg. 50 min. 44 sec. East – 828.42 feet;

**THENCE** South 73 deg. 28 min. 27 sec. West departing said deed lines, a distance of 201.07 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** South 66 deg. 34 min. 04 sec. East, a distance of 13.73 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 965.00 feet, a central angle of 07 deg. 56 min. 22 sec., and being subtended by a chord which bears South 15 deg. 40 min. 16 sec. East - 133.61 feet;

**THENCE** in a southerly direction along said curve to the right, a distance of 133.72 feet;

**THENCE** South 32 deg. 00 min. 22 sec. West non-tangent to said curve, a distance of 14.53 feet;

**THENCE** South 09 deg. 37 min. 44 sec. East, a distance of 50.26 feet;

**THENCE** South 56 deg. 30 min. 01 sec. East, a distance of 13.21 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 965.00 feet, a central angle of 07 deg. 23 min. 21 sec., and being subtended by a chord which bears South 03 deg. 50 min. 26 sec. East - 124.37 feet;

**THENCE** in a southerly direction along said curve to the right, a distance of 124.45 feet;

**THENCE** South 00 deg. 08 min. 45 sec. East tangent to said curve, a distance of 837.78 feet to a Point of Curvature of a circular curve to the right, having a radius of 825.00 feet, a central angle of 16 deg. 00 min. 46 sec., and being

subtended by a chord which bears South 07 deg. 51 min. 38 sec. West - 229.82 feet;

**THENCE** in a southerly direction along said curve to the right, a distance of 230.57 feet;

**THENCE** South 15 deg. 52 min. 01 sec. West tangent to said curve, a distance of 157.04 feet;

**THENCE** South 60 deg. 52 min. 01 sec. West, a distance of 14.14 feet;

**THENCE** South 15 deg. 52 min. 01 sec. West, a distance of 50.00 feet;

**THENCE** North 74 deg. 07 min. 59 sec. West, a distance of 193.69 feet to a Point of Curvature of a circular curve to the right, having a radius of 525.00 feet, a central angle of 23 deg. 50 min. 10 sec., and being subtended by a chord which bears North 62 deg. 12 min. 54 sec. West - 216.84 feet;

**THENCE** in a northwesterly direction along said curve to the right, a distance of 218.41 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 35.00 feet, a central angle of 27 deg. 12 min. 41 sec., and being subtended by a chord which bears North 63 deg. 54 min. 10 sec. West - 16.47 feet;

**THENCE** in a northwesterly direction along said curve to the left, a distance of 16.62 feet to a Point of Curvature of a reverse circular curve to the right, having a radius of 50.00 feet, a central angle of 121 deg. 26 min. 52 sec., and being subtended by a chord which bears North 16 deg. 47 min. 04 sec. West - 87.23 feet;

**THENCE** in a northerly direction along said curve to the right, a distance of 105.98 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears North 29 deg. 54 min. 11 sec. East - 16.98 feet;

**THENCE** in a northeasterly direction along said curve to the left, a distance of 17.15 feet;

**THENCE** North 74 deg. 07 min. 59 sec. West non-tangent to said curve, a distance of 120.00 feet;

**THENCE** North 15 deg. 49 min. 11 sec. East, a distance of 75.00 feet;

**THENCE** North 07 deg. 44 min. 54 sec. East, a distance of 74.00 feet;

**THENCE** North 00 deg. 06 min. 54 sec. West, a distance of 74.18 feet;

**THENCE** North 00 deg. 08 min. 45 sec. West, a distance of 375.00 feet;

**THENCE** North 15 deg. 37 min. 19 sec. West, a distance of 76.78 feet;

**THENCE** South 61 deg. 58 min. 45 sec. West, a distance of 74.00 feet;

**THENCE** North 28 deg. 01 min. 15 sec. West, a distance of 120.00 feet;

**THENCE** North 21 deg. 07 min. 59 sec. East, a distance of 26.45 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 50.00 feet, a central angle of 196 deg. 31 min. 50 sec., and being subtended by a chord which bears North 29 deg. 23 min. 54 sec. East - 98.96 feet;

**THENCE** in a northeasterly direction along said curve to the right, a distance of 171.51 feet to a Point of Curvature of a reverse circular curve to the left, having a radius of 35.00 feet, a central angle of 65 deg. 41 min. 03 sec., and being subtended by a chord which bears South 85 deg. 10 min. 43 sec. East - 37.96 feet;

**THENCE** in an easterly direction along said curve to the left, a distance of 40.12 feet;

**THENCE** North 61 deg. 58 min. 45 sec. East tangent to said curve, a distance of 17.68 feet;

**THENCE** North 28 deg. 01 min. 15 sec. West, a distance of 120.00 feet;

**THENCE** South 61 deg. 58 min. 45 sec. West, a distance of 174.07 feet;

**THENCE** North 14 deg. 44 min. 19 sec. West, a distance of 20.55 feet;

**THENCE** North 61 deg. 58 min. 45 sec. East, a distance of 787.88 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,060.00 feet, a central angle of 04 deg. 33 min. 10 sec., and being subtended by a chord which bears North 64 deg. 15 min. 21 sec. East - 84.21 feet;

**THENCE** in a northeasterly direction along said curve to the right, a distance of 84.23 feet to the **POINT OF BEGINNING**, containing 851,099 square feet or 19.539 acres of land, more or less.

Phase 5:

All that certain lot, tract, or parcel of land, situated in a portion of the Albert Frederick Survey, Abstract No. 375, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DIRECT), and being more completely described as follows, to-wit:

**BEGINNING** at a 3/4" iron pipe found for the most southerly Southwest corner of said 212.5393 acre tract, the Northwest corner of a called 78.656 acre tract described in a deed to Refluent LLC recorded in Instrument No. 1520658 (DIRECT), and being in the East line of a called 112.76 acre tract described in a deed to Chapman Estates, LP recorded in Volume 2717, Page 1085 (DIRECT);

**THENCE** North 02 deg. 12 min. 04 sec. West along the West line of said 212.5393 acre tract and the East line of said 112.76 acre tract, a distance of 1,268.04 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" hereinafter referred to as 1/2" capped iron rod set, from which a 1/2" iron rod found for an ell corner of said 212.5393 acre tract and the Northeast corner of said 112.76 acre tract bears North 02 deg. 12 min. 04 sec. West – 18.59 feet;

**THENCE** North 66 deg. 53 min. 18 sec. East departing said East and West lines, a distance of 47.03 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 865.00 feet, a central angle of 22 deg. 20 min. 04 sec., and being subtended by a chord which bears North 55 deg. 43 min. 16 sec. East - 335.06 feet;

**THENCE** in a northeasterly direction along said curve to the left, a distance of 337.19 feet to a 1/2" capped iron rod set;

**THENCE** South 48 deg. 23 min. 14 sec. East, non-tangent of said curve, a distance of 70.09 feet to a 1/2" capped iron rod set;

**THENCE** North 86 deg. 47 min. 53 sec. East, a distance of 14.68 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 1,123.00 feet, a central angle of 39 deg. 16 min. 52 sec., and being subtended by a chord which bears South 70 deg. 19 min. 36 sec. East - 754.92 feet;

**THENCE** in an easterly direction along said curve to the left, a distance of 769.91 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, tangent to said curve, a distance of 276.25 feet to a 1/2" capped iron rod set;

**THENCE** South 44 deg. 58 min. 02 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, a distance of 50.00 feet to a 1/2" capped iron rod set;

**THENCE** North 45 deg. 01 min. 58 sec. East, a distance of 14.14 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, a distance of 309.00 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 01 min. 58 sec. West, a distance of 135.00 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, a distance of 67.96 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 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears North 75 deg. 59 min. 48 sec. East - 16.98 feet;

**THENCE** in an easterly direction along said curve to the left, a distance of 17.15 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the right, having a radius of 50.00 feet, a central angle of 146 deg. 08 min. 42 sec., and being subtended by a chord which bears South 44 deg. 58 min. 02 sec. East - 95.67 feet;

**THENCE** in a southeasterly direction along said curve to the right, a distance of 127.54 feet to a 1/2" capped iron rod set for a Point of Curvature of a reverse circular curve to the left, having a radius of 35.00 feet, a central angle of 28 deg. 04 min. 21 sec., and being subtended by a chord which bears South 14 deg. 04 min. 09 sec. West - 16.98 feet;

**THENCE** in a southerly direction along said curve to the left, a distance of 17.15 feet to a 1/2" capped iron rod set;

**THENCE** South 00 deg. 01 min. 58 sec. West, tangent to said curve, a distance of 260.00 feet to a 1/2" capped iron rod set;

**THENCE** South 89 deg. 58 min. 02 sec. East, a distance of 120.13 feet to a 1/2" capped iron rod set in the East line of said 212.5393 acre tract and the West line of a called 89.157 acre tract described in a deed to Oak Hill Crossing, Ltd. recorded in Volume 2590, Page 238 (DIRECT), from which a P.K. nail found in concrete at a fence corner in said East and West lines bears North 00 deg. 16 min. 35 sec. West - 159.70 feet;

**THENCE** South 00 deg. 16 min. 35 sec. East along said East and West lines, a distance of 700.01 feet to a 5/8" iron pipe found (bent) at the base of a 6" wood fence corner for the Southeast corner of said 212.5393 acre tract, an ell corner of said 89.157 acre tract, and being in the North line of said 78.656 acre tract, from which a 5/8" iron pipe found for the Northeast corner of said 78.656 acre tract and an ell corner of said 89.157 acre tract bears South 89 deg. 58 min. 02 sec. East - 71.42 feet;

**THENCE** North 89 deg. 58 min. 02 sec. West along the South line of said 212.5393 acre tract and the North line of said 78.656 acre tract, a distance of 1,975.78 feet to the



**POINT OF BEGINNING**, containing 2,401,107 square feet or 55.122 acres of land, more or less.

Phase 6:

All that certain lot, tract, or parcel of land, situated in a portion of the Joel S. Davis Survey, Abstract No. 323, the James E. Patton Survey, Abstract No. 839, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DIRECT), and being more completely described as follows, to-wit:

**COMMENCING** at a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the most northerly Northeast corner of said 212.5393 acre tract and being in the Northwest line of a called 24.5745 acre tract described in a deed to Keith Alan Nichols and wife, Kristina Nichols recorded in Volume 2825, Page 663 (DIRECT), from which a 5/8" iron pipe found for the Northeast corner of said 24.5745 acre tract bears North 67 deg. 50 min. 44 sec. East – 226.12 feet, and from which a 5/8" iron pipe found for the Northwest corner of said 24.5745 acre tract, same being an ell corner of said 212.5393 acre tract bears South 67 deg. 50 min. 44 sec. West – 602.30 feet;

**THENCE** North 62 deg. 10 min. 59 sec. West along the North line of said 212.5393 acre tract, at 1.93 feet pass a 1/2" iron rod found for reference, continue a total distance of 182.83 feet to the **TRUE POINT OF BEGINNING**;

**THENCE** South 67 deg. 50 min. 44 sec. West departing said North line, a distance of 594.26 feet;

**THENCE** North 67 deg. 09 min. 16 sec. West, a distance of 14.14 feet;

**THENCE** South 67 deg. 46 min. 48 sec. West, a distance of 70.00 feet;

**THENCE** South 22 deg. 23 min. 25 sec. West, a distance of 14.25 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,180.00 feet, a central angle of 04 deg. 42 min. 46 sec., and being subtended by a chord which bears South 64 deg. 20 min. 08 sec. West - 97.03 feet;

**THENCE** in a southwesterly direction along said curve to the left, a distance of 97.06 feet;

**THENCE** South 61 deg. 58 min. 45 sec. West tangent to said curve, a distance of 787.62 feet to the North line of said 212.5393 acre tract, said point being in the centerline of a creek;

**THENCE** in a northeasterly direction along the North line of said 212.5393 acre tract and the centerline of a creek the following forty-one (41) courses;

North 63 deg. 04 min. 50 sec. West, a distance of 45.64 feet;

North 26 deg. 56 min. 01 sec. West, a distance of 48.95 feet;

North 63 deg. 14 min. 37 sec. East, a distance of 86.37 feet;

North 28 deg. 33 min. 36 sec. East, a distance of 33.75 feet;

North 23 deg. 26 min. 53 sec. West, a distance of 50.76 feet;

North 14 deg. 41 min. 25 sec. West, a distance of 46.83 feet;

North 23 deg. 40 min. 41 sec. East, a distance of 26.62 feet;

North 85 deg. 25 min. 41 sec. East, a distance of 90.75 feet;

North 70 deg. 20 min. 13 sec. East, a distance of 168.30 feet;

North 81 deg. 47 min. 05 sec. East, a distance of 47.76 feet;

North 75 deg. 30 min. 52 sec. East, a distance of 45.98 feet;

South 68 deg. 56 min. 39 sec. East, a distance of 75.21 feet;

North 71 deg. 42 min. 40 sec. East, a distance of 39.74 feet;

North 49 deg. 43 min. 10 sec. East, a distance of 47.55 feet;

North 40 deg. 31 min. 00 sec. East, a distance of 66.25 feet;

North 52 deg. 16 min. 23 sec. East, a distance of 24.60 feet;

South 86 deg. 34 min. 42 sec. East, a distance of 21.27 feet;

North 72 deg. 34 min. 13 sec. East, a distance of 46.42 feet;

North 47 deg. 42 min. 06 sec. East, a distance of 56.57 feet;

North 38 deg. 32 min. 16 sec. East, a distance of 103.29 feet;

North 84 deg. 22 min. 50 sec. East, a distance of 33.86 feet;

South 71 deg. 27 min. 56 sec. East, a distance of 67.95 feet;  
North 79 deg. 54 min. 59 sec. East, a distance of 32.23 feet;  
North 46 deg. 28 min. 47 sec. East, a distance of 40.01 feet;  
North 33 deg. 22 min. 57 sec. East, a distance of 37.03 feet;  
North 41 deg. 30 min. 58 sec. East, a distance of 58.96 feet;  
North 64 deg. 58 min. 14 sec. East, a distance of 89.74 feet;  
North 68 deg. 39 min. 43 sec. East, a distance of 97.72 feet;  
North 58 deg. 56 min. 25 sec. East, a distance of 35.47 feet;  
South 86 deg. 14 min. 23 sec. East, a distance of 45.48 feet;  
South 65 deg. 20 min. 53 sec. East, a distance of 21.84 feet;  
South 87 deg. 30 min. 28 sec. East, a distance of 37.12 feet;  
North 82 deg. 46 min. 44 sec. East, a distance of 60.04 feet;  
South 67 deg. 42 min. 32 sec. East, a distance of 8.84 feet;  
South 53 deg. 45 min. 16 sec. East, a distance of 25.75 feet;  
South 33 deg. 00 min. 34 sec. East, a distance of 21.81 feet;  
South 42 deg. 58 min. 08 sec. East, a distance of 18.81 feet;  
South 71 deg. 39 min. 10 sec. East, a distance of 17.97 feet;  
North 76 deg. 25 min. 38 sec. East, a distance of 8.28 feet;  
North 59 deg. 35 min. 45 sec. East, a distance of 16.20 feet;  
North 39 deg. 09 min. 07 sec. East, a distance of 2.76 feet;

**THENCE** South 62 deg. 10 min. 59 sec. East departing said centerline and continue along said North line, a distance of 12.27 feet to the **POINT OF BEGINNING**, containing 190,319 square feet or 4.369 acres of land, more or less.

ROW 1 (Oaks Blvd):

All that certain lot, tract, or parcel of land, situated in a portion of the Joel S. Davis Survey, Abstract No. 323, the James E. Patton Survey, Abstract No. 839, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DIRECT), and being more completely described as follows, to-wit:

**COMMENCING** at a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the most northerly Northeast corner of said 212.5393 acre tract and being in the Northwest line of a called 24.5745 acre tract described in a deed to Keith Alan Nichols and wife, Kristina Nichols recorded in Volume 2825, Page 663 (DIRECT), from which a 5/8" iron pipe found for the Northeast corner of said 24.5745 acre tract bears North 67 deg. 50 min. 44 sec. East – 226.12 feet;

**THENCE** South 67 deg. 50 min. 44 sec. West along a Southeast line of said 212.5393 acre tract and the Northwest line of said 24.5745 acre tract, a distance of 602.30 feet to a 5/8" iron pipe found for an ell corner of said 212.5393 acre tract and the Northwest corner of said 24.5745 acre tract, said point being the **TRUE POINT OF BEGINNING**;

**THENCE** South 00 deg. 08 min. 45 sec. East along an East line of said 212.5393 acre tract and the West line of said 24.5745 acre tract, a distance of 1,235.09 feet to a 1/2" iron pipe found for an ell corner of said 212.5393 acre tract and the Southwest corner of said 24.5745 acre tract;

**THENCE** North 89 deg. 21 min. 28 sec. West departing said deed lines, a distance of 125.09 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 825.00 feet, a central angle of 00 deg. 47 min. 17 sec., and being subtended by a chord which bears North 00 deg. 14 min. 53 sec. East - 11.35 feet;

**THENCE** in a northerly direction along said curve to the left, a distance of 11.35 feet;

**THENCE** North 00 deg. 08 min. 45 sec. West tangent to said curve, a distance of 837.78 feet to a Point of Curvature of a circular curve to the left, having a radius of 965.00 feet, a central angle of 07 deg. 23 min. 21 sec., and being subtended by a chord which bears North 03 deg. 50 min. 26 sec. West - 124.37 feet;

**THENCE** in a northerly direction along said curve to the left, a distance of 124.45 feet;

**THENCE** North 56 deg. 30 min. 01 sec. West non-tangent to said curve, a distance of 13.21 feet;

**THENCE** North 09 deg. 37 min. 44 sec. West, a distance of 50.26 feet;

**THENCE** North 32 deg. 00 min. 22 sec. East, a distance of 14.53 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 965.00 feet, a central angle of 07 deg. 56 min. 22 sec., and being subtended by a chord which bears North 15 deg. 40 min. 16 sec. West - 133.61 feet;

**THENCE** in a northerly direction along said curve to the left, a distance of 133.72 feet;

**THENCE** North 67 deg. 46 min. 03 sec. East non-tangent to said curve, a distance of 70.07 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1,035.00 feet, a central angle of 00 deg. 33 min. 16 sec., and being subtended by a chord which bears South 19 deg. 32 min. 21 sec. East - 10.02 feet;

**THENCE** in a southerly direction along said curve to the right, a distance of 10.02 feet;

**THENCE** North 67 deg. 50 min. 44 sec. East non-tangent to said curve, a distance of 120.88 feet to the **POINT OF BEGINNING**, containing 158,344 square feet or 3.635 acres of land, more or less.

ROW 2 (Stepheson Road):

All that certain lot, tract, or parcel of land, situated in a portion of the Joel S. Davis Survey, Abstract No. 323, the James E. Patton Survey, Abstract No. 839, Ellis County, Texas, being part of that certain called 212.5393 acre tract described in a deed to 212 Red Oak, L.P. recorded in Volume 2066, Page 990 of the Deed Records of Ellis County, Texas (DIRECT), and being more completely described as follows, to-wit:

**BEGINNING** at a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL" for the most northerly Northeast corner of said 212.5393 acre tract and being in the Northwest line of a called 24.5745 acre tract described in a deed to Keith Alan Nichols and wife, Kristina Nichols recorded in Volume 2825, Page 663 (DIRECT), from which a 5/8" iron pipe found for the Northeast corner of said 24.5745 acre tract bears North 67 deg. 50 min. 44 sec. East – 226.12 feet;

**THENCE** South 67 deg. 50 min. 44 sec. West along a Southeast line of said 212.5393 acre tract and the Northwest line of said 24.5745 acre tract, at 602.30 feet pass a 5/8" iron pipe found for an ell corner of said 212.5393 acre tract and

the Northwest corner of said 24.5745 acre tract, continue a total distance of 723.18 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,035.00 feet, a central angle of 00 deg. 33 min. 16 sec., and being subtended by a chord which bears North 19 deg. 32 min. 21 sec. West - 10.02 feet;

**THENCE** in a northerly direction along said curve to the left, a distance of 10.02 feet;

**THENCE** South 67 deg. 46 min. 03 sec. West non-tangent to said curve, a distance of 70.07 feet;

**THENCE** North 66 deg. 34 min. 04 sec. West, a distance of 13.73 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 1,060.00 feet, a central angle of 04 deg. 33 min. 10 sec., and being subtended by a chord which bears South 64 deg. 15 min. 21 sec. West - 84.21 feet;

**THENCE** in a southwesterly direction along said curve to the left, a distance of 84.23 feet;

**THENCE** South 61 deg. 58 min. 45 sec. West tangent to said curve, a distance of 787.88 feet to the North line of said 212.5393 acre tract and being in the centerline of a creek;

**THENCE** North 14 deg. 44 min. 19 sec. West along said North line and centerline, a distance of 92.55 feet;

**THENCE** North 63 deg. 04 min. 50 sec. West along said North line and centerline, a distance of 36.56 feet;

**THENCE** North 61 deg. 58 min. 45 sec. East departing said North line and centerline, a distance of 787.62 feet to a Point of Curvature of a circular curve to the right, having a radius of 1,180.00 feet, a central angle of 04 deg. 42 min. 46 sec., and being subtended by a chord which bears North 64 deg. 20 min. 08 sec. East - 97.03 feet;

**THENCE** in a northeasterly direction along said curve to the right, a distance of 97.06 feet;

**THENCE** North 22 deg. 23 min. 25 sec. East non-tangent to said curve, a distance of 14.25 feet;

**THENCE** North 67 deg. 46 min. 48 sec. East, a distance of 70.00 feet;

**THENCE** South 67 deg. 09 min. 16 sec. East, a distance of 14.14 feet;

**THENCE** North 67 deg. 50 min. 44 sec. East, a distance of 594.26 feet to the North line of said 212.5393 acre tract;

**THENCE** South 62 deg. 10 min. 59 sec. East along said North line, at 180.90 feet pass a 1/2" iron rod found for reference, continue a total distance of 182.83 feet to the **POINT OF BEGINNING**, containing 208,173 square feet or 4.779 acres of land, more or less.

## **APPENDIX A – ENGINEER’S REPORT**

[Remainder of page left intentionally blank.]



**Re: Engineer's Report  
The Oaks Development  
Red Oak, Texas**

**Introduction:**

The Oaks Development is a proposed single family development including approximately 210.5 contiguous acres and is anticipated to include approximately 654 single-family homes located west of I-35 East and south of Stephenson Road within Red Oak, Texas as depicted on Exhibit A. This Engineer's report includes the documents requested by the City of Red Oak for the formation of the PID and the issuance of bonds by the City. Bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

**Development Costs:**

An Engineers' opinion of probable cost (EOPC) has been prepared for all off-site and on-site infrastructure and is included as Exhibit B.

**Development Improvements:**

Development improvements have been separated into by phase and by major infrastructure component required for the development of the project.

**Development Schedule:**

Design Stage

The Preliminary Plat for the project is anticipated to be approved by the City in April of 2021.

Design of the on-site and off-site civil construction plans for Improvement Area #1 are anticipated to be approved by the city in October 2021.

Construction Stage

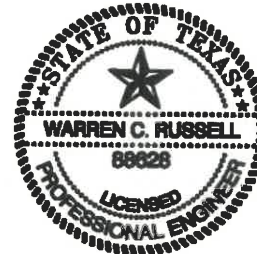
The first phases of The Oaks and the major infrastructure are estimated to begin in June of 2021 with final acceptance estimated in September of 2022.

Please let me know if you have any questions or require additional information.

Sincerely,  
Goodwin and Marshall, Inc.



Warren C. Russell, P.E.



## ENGINEER'S OPINION OF PROBABLE COST

**Project**    **The Oaks - Phase 1 Improvements Summary**

**Date:**        November 10, 2020

**Location:**   Red Oak, TX

**Job No.**       10834

**Page:**        1 of 1

ITEM			UNIT	TOTAL
No.	DESCRI	UNIT	QUANTITY	PRICE
				COST

* Phase 1 On-Site Grading Subtotal	\$979,502.20
* Phase 1 On-Site Paving Subtotal	\$1,249,058.25
* Phase 1 On-Site Water Subtotal	\$555,513.75
* Phase 1 On-Site Sanitary Sewer Subtotal	\$784,827.50
* Phase 1 On-Site & Southeast Detention Pond System Storm Drain Subtotal	\$1,472,548.50
* Phase 1 On-Site Miscellaneous Subtotal	\$80,500.00
<b>Total for Phase 1 Improvements (183 Lots)</b>	<b>\$6,239,119.24</b>

Phase 1 Improvements Cost Per Lot Total	\$34,093.55
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* Oaks Blvd. Phase 1 Grading Subtotal	\$43,921.85
* Oaks Blvd. Phase 1 Paving Subtotal	\$975,191.75
* Oaks Blvd. Phase 1 Water Subtotal	\$205,026.25
* Oaks Blvd. Phase 1 Sanitary Sewer Subtotal	\$147,068.75
* Oaks Blvd. Phase 1 Storm Drain Subtotal	\$182,215.00
* Oaks Blvd. Phase 1 Miscellaneous Subtotal	\$35,000.00
<b>Total for Oaks Blvd. Phase 1 Improvements (183 Lots)</b>	<b>\$1,933,676.79</b>

Oaks Blvd. Phase 1 Improvements Cost Per Lot Total	\$10,566.54
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* Southwest Onsite Water Connection Water Subtotal	\$34,050.00
<b>Total for Southwest Onsite Water Connection Improvements (183 Lots)</b>	<b>\$41,541.00</b>

Southwest Onsite Water Connection Improvements Cost Per Lot Total	\$227.00
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<b>Grand Total for Phase 1 Improvements (183 Lots)</b>	<b>\$8,214,337.04</b>
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<b>Phase 1 Improvements Cost Per Lot Grand Total</b>	<b>\$44,887.09</b>
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\*Subtotals exclude Contingency, Inspection Fees, Materials Testing and Engineering/Surveying Fees

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgment as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed here in.

## ENGINEER'S OPINION OF PROBABLE COST

**Project**    **The Oaks - Phase 2 Improvements Summary**

**Date:**        November 10, 2020

**Location:**   Red Oak, TX

**Job No.**       10834

**Page:**        1 of 1

ITEM No.	DESCRI	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
* Phase 2 On-Site Grading Subtotal					\$502,581.60
* Phase 2 On-Site Paving Subtotal					\$462,030.00
* Phase 2 On-Site Water Subtotal					\$232,216.25
* Phase 2 On-Site Sanitary Sewer Subtotal					\$315,985.00
* Phase 2 On-Site Storm Drain Subtotal					\$91,005.00
* Phase 2 On-Site Miscellaneous Subtotal					\$24,500.00
Total for Phase 2 Improvements (93 Lots)					\$1,983,607.78
Phase 2 Improvements Cost Per Lot Total					\$21,329.12
* Oaks Blvd. Phase 2 Grading Subtotal					\$15,545.90
* Oaks Blvd. Phase 2 Paving Subtotal					\$353,561.00
* Oaks Blvd. Phase 2 Water Subtotal					\$79,898.75
* Oaks Blvd. Phase 2 Miscellaneous Subtotal					\$14,000.00
Total for Oaks Blvd. Phase 2 Improvements (93 Lots)					\$563,186.89
Oaks Blvd. Phase 2 Improvements Cost Per Lot Total					\$6,055.77
Grand Total for Phase 2 Improvements (93 Lots)					\$2,546,794.67
Phase 2 Improvements Cost Per Lot Grand Total					\$27,384.89

\*Subtotals exclude Contingency, Inspection Fees, Materials Testing and Engineering/Surveying Fees

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgment as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed here in.

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## ENGINEER'S OPINION OF PROBABLE COST

**Project**    **The Oaks - Phase 3 Improvements Summary**

**Date:**        October 1, 2020

**Location:**   Red Oak, TX

**Job No.**       10834

**Page:**        1 of 1

ITEM			UNIT		TOTAL
No.	DESCRIPTION	UNIT	QUANTITY	PRICE	COST

<b>Phase 3 Grading Cost Per Lot Subtotal*</b>	<b>\$11,963.60</b>
<b>Phase 3 Paving Cost Per Lot Subtotal*</b>	<b>\$7,794.51</b>
<b>Phase 3 Water Cost Per Lot Subtotal*</b>	<b>\$3,361.12</b>
<b>Phase 3 Sanitary Sewer Cost Per Lot Subtotal*</b>	<b>\$10,916.34</b>
<b>Phase 3 Storm Drain Cost Per Lot Subtotal*</b>	<b>\$1,686.44</b>
<b>Phase 3 Miscellaneous Cost Per Lot Subtotal*</b>	<b>\$530.30</b>
<b>Total for Phase 3 Improvements (66 Lots)</b>	<b>\$2,914,836.05</b>
 <b>Phase 3 Improvements Cost Per Lot Total</b>	 <b>\$44,164.18</b>

\*Subtotals exclude Contingency, Inspection Fees, Materials Testing and Engineering/Surveying Fees

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgment as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed here in.

## ENGINEER'S OPINION OF PROBABLE COST

**Project**    **The Oaks - Phase 4 Improvements Summary**

**Date:**        August 14, 2020

**Location:**   Red Oak, TX

**Job No.**       10834

**Page:**        1 of 1

ITEM			UNIT	TOTAL
No.	DESCRIPTION	UNIT	QUANTITY	PRICE
				COST
	Phase 4 Grading Cost Per Lot Subtotal*			\$7,206.05
	Phase 4 Paving Cost Per Lot Subtotal*			\$9,108.04
	Phase 4 Water Cost Per Lot Subtotal*			\$3,590.08
	Phase 4 Sanitary Sewer Cost Per Lot Subtotal*			\$4,107.61
	Phase 4 Storm Drain Cost Per Lot Subtotal*			\$8,129.28
	Phase 4 Miscellaneous Cost Per Lot Subtotal*			\$608.70
	Total for Phase 4 Improvements (46 Lots)			\$1,834,556.68
	Phase 4 Improvements Cost Per Lot Total			\$39,881.67

\*Subtotals exclude Contingency, Inspection Fees, Materials Testing and Engineering/Surveying Fees

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgment as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed here in.

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## ENGINEER'S OPINION OF PROBABLE COST

**Project**    **The Oaks - Phase 5a Improvements Summary**

**Date:**        August 14, 2020

**Location:**   Red Oak, TX

**Job No.**      10834

**Page:**        1 of 1

ITEM				UNIT	TOTAL
No.	DESCRIPTION	UNIT	QUANTITY	PRICE	COST
	<b>Phase 5a Grading Cost Per Lot Subtotal*</b>				<b>\$3,530.19</b>
	<b>Phase 5a Paving Cost Per Lot Subtotal*</b>				<b>\$7,795.34</b>
	<b>Phase 5a Water Cost Per Lot Subtotal*</b>				<b>\$2,859.56</b>
	<b>Phase 5a Sanitary Sewer Cost Per Lot Subtotal*</b>				<b>\$3,031.30</b>
	<b>Phase 5a Storm Drain Cost Per Lot Subtotal*</b>				<b>\$3,238.48</b>
	<b>Phase 5a Miscellaneous Cost Per Lot Subtotal*</b>				<b>\$508.55</b>
	<b>Total for Phase 5a Improvements (117 Lots)</b>				<b>\$2,985,179.32</b>
	<b>Phase 5a Improvements Cost Per Lot Total</b>				<b>\$25,514.35</b>

\*Subtotals exclude Contingency, Inspection Fees, Materials Testing and Engineering/Surveying Fees

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgment as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed here in.

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## ENGINEER'S OPINION OF PROBABLE COST

**Project**    **The Oaks - Phase 5b Improvements Summary**

**Date:**        August 14, 2020

**Location:**   Red Oak, TX

**Job No.**      10834

**Page:**        1 of 1

ITEM				UNIT	TOTAL
No.	DESCRIPTION	UNIT	QUANTITY	PRICE	COST
	<b>Phase 5b Grading Cost Per Lot Subtotal*</b>				<b>\$5,686.88</b>
	<b>Phase 5b Paving Cost Per Lot Subtotal*</b>				<b>\$4,928.83</b>
	<b>Phase 5b Water Cost Per Lot Subtotal*</b>				<b>\$2,472.61</b>
	<b>Phase 5b Sanitary Sewer Cost Per Lot Subtotal*</b>				<b>\$3,110.92</b>
	<b>Phase 5b Storm Drain Cost Per Lot Subtotal*</b>				<b>\$2,248.00</b>
	<b>Phase 5b Miscellaneous Cost Per Lot Subtotal*</b>				<b>\$309.52</b>
	<b>Total for Phase 5b Improvements (147 Lots)</b>				<b>\$3,358,378.19</b>
	 <b>Phase 5b Improvements Cost Per Lot Total</b>				 <b>\$22,846.11</b>

\*Subtotals exclude Contingency, Inspection Fees, Materials Testing and Engineering/Surveying Fees

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgment as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed here in.

## ENGINEER'S OPINION OF PROBABLE COST

**Project**    **The Oaks - Phase 6 Improvements Summary**

**Date:**        October 2, 2020

**Location:**   Red Oak, TX

**Job No.**       10834

**Page:**        1 of 1

ITEM		UNIT		UNIT	TOTAL
No.	DESCRIPTION		QUANTITY	PRICE	COST
	<b>Phase 6 Grading Cost Per Lot Subtotal*</b>				<b>\$95,290.42</b>
	<b>Phase 6 Paving Cost Per Lot Subtotal*</b>				<b>\$0.00</b>
	<b>Phase 6 Water Cost Per Lot Subtotal*</b>				<b>\$900.00</b>
	<b>Phase 6 Sanitary Sewer Cost Per Lot Subtotal*</b>				<b>\$24,078.75</b>
	<b>Phase 6 Storm Drain Cost Per Lot Subtotal*</b>				<b>\$0.00</b>
	<b>Phase 6 Miscellaneous Cost Per Lot Subtotal*</b>				<b>\$0.00</b>
	<b>Total for Phase 6 Improvements (2 Lots)</b>				<b>\$293,456.77</b>
	 <b>Phase 6 Improvements Cost Per Lot Total</b>				 <b>\$146,728.38</b>
	 <b>Total for In Lieu of Stephenson Road North Improvements</b>				 <b>\$430,889.60</b>

\*Subtotals exclude Contingency, Inspection Fees, Materials Testing and Engineering/Surveying Fees

This Engineer's opinion of probable construction cost is made on the basis of the Engineer's experience and best judgment as a design professional. It must be recognized that any evaluation of work to be performed to construct this project must by necessity be speculative in nature until completion of its actual detailed design. In addition the engineer has no control over the cost of labor, material, or services to be furnished by others or over market conditions. Accordingly Goodwin & Marshall, Inc. can not guarantee that actual costs will not vary from the opinions expressed here in.

**GOODWIN &  
MARSHALL**  
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS



## ENGINEER'S OPINION OF PROBABLE COST

**Project**    **The Oaks - Offsite Improvements Summary**

**Date:**        October 2, 2020

**Location:**   Red Oak, TX

**Job No.**       10834

**Page:**        1 of 1

ITEM				UNIT	TOTAL
No.	DESCRIPTION	UNIT	QUANTITY	PRICE	COST
<b>Offsite:</b>	<b>Total for North Half of Oaks Blvd. East Improvements</b>				<b>\$1,001,627.73</b>
	<b>Total for Northeast Offsite Sanitary Sewer Improvements</b>				<b>\$281,657.25</b>
	<b>Total for Southwest Offsite Water Improvements</b>				<b>\$238,466.40</b>
	<b>Total for North Water Loop Improvements</b>				<b>\$283,400.05</b>
	<b>Total for Oaks Blvd. North Improvements</b>				<b>\$618,684.31</b>
	<b>Total for Proposed Stephenson Road Improvements</b>				<b>\$361,682.58</b>
	<b>Total for In Lieu of Stephenson Road North Improvements</b>				<b>\$430,889.60</b>
	<b>Total for In Lieu of Stephenson Road South Improvements</b>				<b>\$196,740.08</b>
	<b>Total for Offsite Improvements (654 Lots)</b>				<b>\$3,413,147.99</b>
	<b>Offsite Improvements Cost Per Lot Total</b>				<b>\$5,218.88</b>

\*Subtotals exclude Contingency, Inspection Fees, Materials Testing and Engineering/Surveying Fees

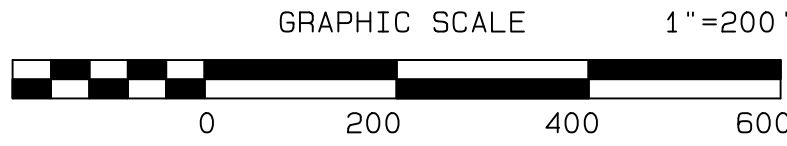
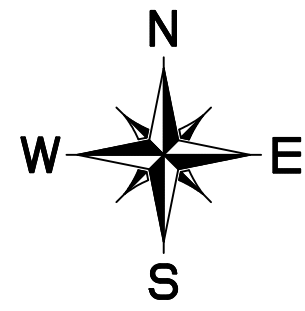
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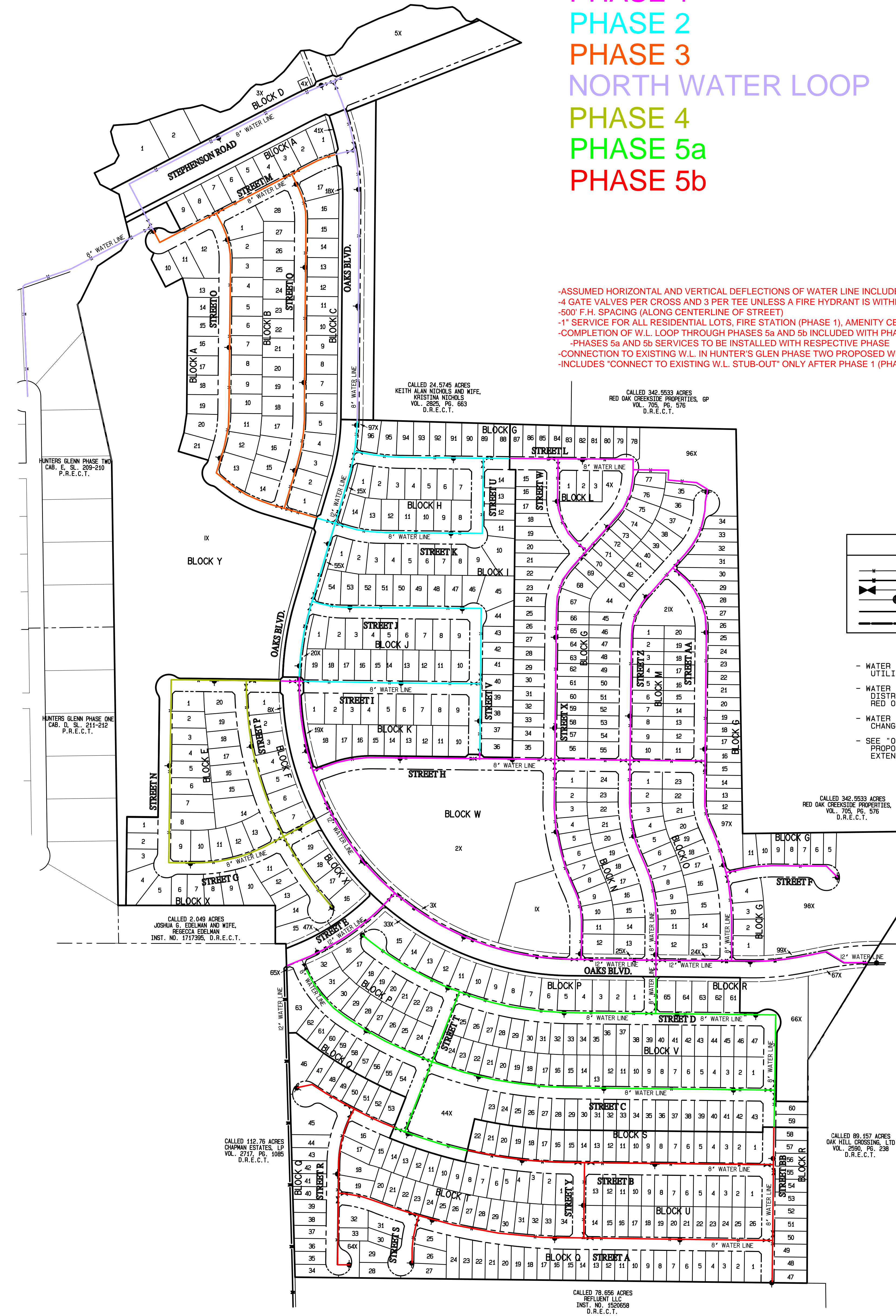
PHASE 1  
PHASE 2  
PHASE 3  
NORTH WATER LOOP  
PHASE 4  
PHASE 5a  
PHASE 5b

- ASSUMED HORIZONTAL AND VERTICAL DEFLECTIONS OF WATER LINE INCLUDED IN UNIT COST
- 4 GATE VALVES PER CROSS AND 3 PER TEE UNLESS A FIRE HYDRANT IS WITHIN 200' OF INTERSECTION
- 500' F.H. SPACING (ALONG CENTERLINE OF STREET)
- 1" SERVICE FOR ALL RESIDENTIAL LOTS, FIRE STATION (PHASE 1), AMENITY CENTER (PHASE 1), AND LIFT STATION (PHASE 3)
- COMPLETION OF W.L. LOOP THROUGH PHASES 5a AND 5b INCLUDED WITH PHASE 1 (BROKEN OUT SEPERATELY)
- PHASES 5a AND 5b SERVICES TO BE INSTALLED WITH RESPECTIVE PHASE
- CONNECTION TO EXISTING W.L. IN HUNTER'S GLEN PHASE TWO PROPOSED WITH PHASE 3 IMPROVEMENTS
- INCLUDES "CONNECT TO EXISTING W.L. STUB-OUT" ONLY AFTER PHASE 1 (PHASE 1 CONCURRENT TO OFF-SITE W.L.)

UTILITY LEGEND	
	PROPOSED 8" WATER LINE
	PROPOSED 12" WATER LINE
	PROPOSED WATER VALVE
	PROPOSED FIRE HYDRANT
	EXISTING 12" WATER LINE
	PHASE BOUNDARY

**NOTES**

- WATER SERVICE PROVIDED BY ROCKETT SPECIAL UTILITY DISTRICT.
- WATER DESIGN IS PER ROCKETT SPECIAL UTILITY DISTRICT STANDARDS AND/OR PER THE CITY OF RED OAK WATER AND WASTEWATER DESIGN MANUAL.
- WATER LAYOUT IS CONCEPTUAL AND SUBJECT TO CHANGE AS PART OF THE FINAL DESIGN.
- SEE "OFF-SITE WATER AND SEWER EXHIBIT" FOR PROPOSED LAYOUT OF OFF-SITE WATER LINE EXTENSIONS.



PREPARED BY:

**GOODWIN AND MARSHALL INC.**

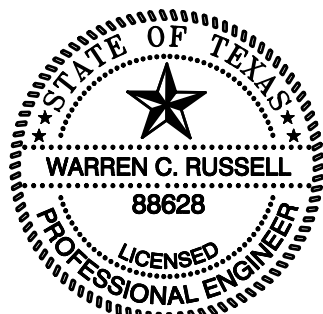
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2405 Mustang Drive, Grapevine, Texas 76051  
Metro (817) 329-4373

OWNER/DEVELOPER:

**AMALGAMATED PROPERTIES, LLC**

5055 KELLER SPRINGS RD.,S. 500  
ADDISON, TEXAS 75001  
PH: 214.914.9809  
CONTACT: FRED PHILLIPS



**PRELIMINARY  
UTILITY PLAN  
WATER LAYOUT**

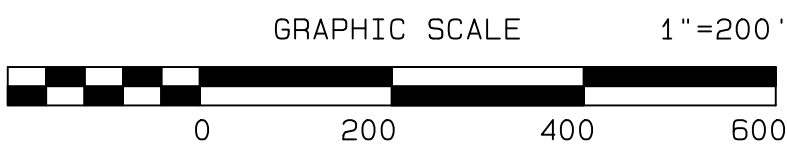
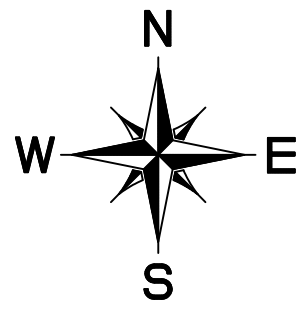
FOR

**THE OAKS – 210 AC.**

SITUATED IN THE  
CITY OF RED OAK, ELLIS COUNTY, TEXAS  
OCTOBER 2020

SHEET I OF 4





SEE OFF-SITE  
WATER AND SEWER  
EXHIBIT ON SHEET 3  
FOR OFF-SITE  
SEWER CONNECTIONS

PHASE 1  
PHASE 2  
PHASE 3  
PHASE 4  
PHASE 5a  
PHASE 5b  
PHASE 6

-ULTIMATE GRAVITY OUTFALL ALONG STEPHENSON ROAD NOT INCLUDED  
-ASSUMES 50% 4' DIAMETER AND 50% 5' DIAMETER MANHOLES  
-ASSUMES 50% OF 4' (MAX) EXTRA DEPTH PER 4' DIAMETER MANHOLE  
-ASSUMES 50% OF 5' EXTRA DEPTH PER 5' DIAMETER MANHOLE  
-INCLUDES SERVICE FOR FIRE STATION AND AMENITY CENTER (PHASE 1)  
-LIFT STATION AND FORCE MAIN INCLUDED WITH PHASE 3  
-EXTENSION THROUGH OAKS BOULEVARD FOR PHASE 4 INCLUDED WITH PHASE 1  
-INCLUDES "CONNECT TO EXISTING" AFTER PHASE 1 (PHASE 1 CONCURRENT TO OFF-SITE S.S.)

UTILITY LEGEND

FM PROPOSED FORCE MAIN  
S PROPOSED SANITARY SEWER LINE  
(SIZE AS SHOWN)  
PHASE BOUNDARY

NOTES

- SANITARY SEWER SERVICE PROVIDED BY THE CITY OF RED OAK.
- SEWER DESIGN IS PER THE CITY OF RED OAK WATER AND WASTEWATER DESIGN MANUAL.
- SEWER DESIGN IS CONCEPTUAL IN NATURE AND SUBJECT TO CHANGE AS PART OF THE FINAL DESIGN.
- SEE "OFF-SITE WATER AND SEWER EXHIBIT" FOR PROPOSED LAYOUT OF OFF-SITE SEWER LINE EXTENSIONS.
- THE PHASE 4 (STEPHENSON ROAD) LIFT STATION IS SHOWN AS AN INTERIM SEWER SOLUTION. ONCE AREA DEVELOPMENT OCCURS AND GRAVITY SEWER IS EXTENDED TO THE SITE, THE LIFT STATION WILL BE TAKEN OUT OF SERVICE. SEE THE "OFF-SITE WATER AND SEWER EXHIBIT" FOR A CONCEPTUAL GRAVITY OUTFALL FOR PHASE 4.

LOT 1, BLOCK 1  
THE OAK CLIFF FELLOWSHIP ADDITION  
CAB. D. S.L. 21-22  
P.R.E.C.T.

SEE OFF-SITE  
WATER AND SEWER  
EXHIBIT ON SHEET 3  
FOR OFF-SITE  
SEWER CONNECTIONS

PREPARED BY:

**GOODWIN AND  
MARSHALL INC.**

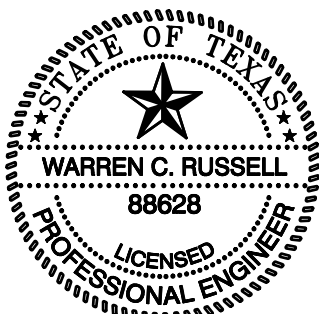
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**PRELIMINARY  
UTILITY PLAN  
SEWER LAYOUT**

FOR

**THE OAKS – 210 AC.**

SITUATED IN THE  
CITY OF RED OAK, ELLIS COUNTY, TEXAS  
OCTOBER 2020

SHEET 2 OF 4



**UNIT HYDROGRAPH METHOD:**

UNIT HYDROGRAPH METHOD IS REQUIRED TO COMPUTE HYDROGRAPHS AND PEAK FLOWS FOR DRAINAGE AREAS IN A TOTAL CONTRIBUTING WATERSHED THAT IS GREATER THAN 200 ACRES.

STORM FREQUENCY: 5, 10, 25 & 100-YEAR STORM EVENTS SHALL BE ANALYZED.

**DETENTION PONDS:**

IF A DOWNSTREAM ASSESSMENT INDICATES DOWNSTREAM INFRASTRUCTURE DOES NOT HAVE CAPACITY FOR ULTIMATE CONDITIONS FLOWS, OR IF A DOWNSTREAM ASSESSMENT IS NOT PERFORMED, A DETENTION POND MUST BE CONSTRUCTED TO LIMIT POST-DEVELOPMENT FLOWS TO PRE-DEVELOPMENT RATES.

STORM FREQUENCY: 5, 10, 25 & 100-YEAR STORM EVENTS SHALL BE ANALYZED.

FOR PONDS THAT SERVE AN AREA WHICH IS 20 ACRES OR LESS, THE POND MAY BE DESIGNED PER "THE CITY OF RED OAK DRAINAGE DESIGN MANUAL", EQUATION 22 AND EQUATION 23.

FOR PONDS THAT SERVE AN AREA WHICH IS BETWEEN 20 ACRES AND 200 ACRES, THE POND MAY BE DESIGNED PER "THE CITY OF RED OAK DRAINAGE DESIGN MANUAL", EQUATION 22, EQUATION 23, AND EQUATION 24.

ALL PONDS MAY BE DESIGNED USING THE UNIT HYDROGRAPH METHOD. FOR PONDS THAT SERVE AN AREA GREATER THAN 200 ACRES, THE POND DESIGN IS REQUIRED TO USE THE UNIT HYDROGRAPH METHOD.

DETENTION PONDS SHALL EMPTY WITHIN 48 HOURS OF THE COMPLETION OF A RAINFALL EVENT.

ALL DETENTION PONDS SHALL UTILIZE A DOWNSTREAM TAILWATER AS PART OF THE OUTFALL STRUCTURE SIZING.

**DRAINAGE DESIGN CRITERIA**

"THE CITY OF RED OAK DRAINAGE DESIGN MANUAL"

**RATIONAL METHOD:**

RATIONAL METHOD IS ACCEPTABLE TO DETERMINE PEAK FLOWS FOR DRAINAGE AREAS IN WHICH THE TOTAL CONTRIBUTING WATERSHED IS LESS THAN 200 ACRES.

BASIC:  $Q = C \times I \times A$   
Q = STORM DRAINAGE DISCHARGE (cfs) AT DESIGN POINT  
C = RUNOFF COEFFICIENT  
I = DESIGN STORM INTENSITY (inches per hour)  
A = DRAINAGE AREA (acres)

RUNOFF COEFFICIENT: 0.90 - COMMERCIAL AREAS  
0.90 - PAVED AREAS  
0.55 - SINGLE FAMILY RESIDENTIAL AREAS  
0.40 - PARK/LANDSCAPED AREAS

INTENSITY: RAINFALL INTENSITY-DURATION-FREQUENCY FOR THE AREA ARE PER "THE CITY OF RED OAK DRAINAGE DESIGN MANUAL", EQUATION 5 AND TABLE 4.

STORM FREQUENCY:  
LOCAL (2-LANE ROADWAYS):  
25 YEAR - ENCLOSED PIPE SYSTEM (HGL AT/BELOW TOP OF PAVEMENT) (CAPACITY AT/BELOW TOP OF CURB)  
\* 100 YEAR - COMBINED ENCLOSED PIPE SYSTEM + STREETS + RIGHT-OF-WAY (CAPACITY WITHIN ROW)  
(5 CFS MAX ALLOWED THROUGH INTERSECTIONS)

COLLECTOR/ARTERIAL (4-LANE ROADWAYS):  
\* 25 YEAR - ENCLOSED PIPE SYSTEM (HGL AT/BELOW TOP OF PAVEMENT) (9' DRY LANE IN EACH DIRECTION)  
\* 100 YEAR - COMBINED ENCLOSED PIPE SYSTEM + STREETS + RIGHT-OF-WAY (CAPACITY WITHIN ROW)  
(5 CFS MAX ALLOWED THROUGH INTERSECTIONS)

TIME OF CONCENTRATION: COMBINATION OF INLET TIME+TIME OF FLOW IN

INLET TIME: THE DRAIN  
BEING THE TIME FOR WATER TO FLOW OVER THE SURFACE OF THE GROUND TO THE STORM DRAIN INLET (ONSITE+OFFSITE, IF APPLICABLE)

MANNING'S "N" VALUES (SHEET FLOW): PER "THE CITY OF RED OAK DRAINAGE DESIGN MANUAL", TABLE 3

MANNING'S "N" VALUES (CHANNELS): PER "THE CITY OF RED OAK DRAINAGE DESIGN MANUAL", TABLE 10

MINIMAL TIME OF CONCENTRATION:  
TYPE OF AREA MINIMUM INLET TIME  
PARKS AND OPEN AREAS 20 MINUTES  
RESIDENTIAL 15 MINUTES  
PAVED AREAS 10 MINUTES  
COMMERCIAL 10 MINUTES

**ROADWAY CAPACITY:**

MANNING'S EQUATION FOR STREET AND RIGHT-OF-WAY FLOW:

$Q = (1.486/n) A S^{2/3} W^2$   
Q = STORM DRAINAGE DISCHARGE (cfs)  
n = MANNING'S ROUGHNESS COEFFICIENT (0.016)  
A = CROSS SECTIONAL AREA (ft<sup>2</sup>)  
R = HYDRAULIC RADIUS (A/WP)  
WP = WETTED PERIMETER  
S = LONGITUDINAL SLOPE (ft/ft)

MODIFIED FORM OF MANNING'S EQUATION FOR GUTTER FLOW:

$Q = (0.56/n) S^{2/3} W^{3/2}$   
Q = STORM DRAINAGE DISCHARGE (cfs)  
n = MANNING'S ROUGHNESS COEFFICIENT (0.016)  
S<sub>v</sub> = PAVEMENT CROSS SLOPE (ft/ft)  
S<sub>w</sub> = (S<sub>1</sub> S<sub>2</sub>) / (S<sub>1</sub> + S<sub>2</sub>) ALLEY CROSS SLOPE (ft/ft)  
S = LONGITUDINAL SLOPE (ft/ft)  
W = WIDTH OF FLOW OR SPREAD (ft)

**NOTE:**

\* INDICATES CRITERIA MODIFIED FROM "THE CITY OF RED OAK DRAINAGE DESIGN MANUAL" PER COORDINATION WITH CITY ENGINEER

PHASE 1

PHASE 2

PHASE 3

OAKS BLVD. NORTH

PR. STEPHENSON RD.

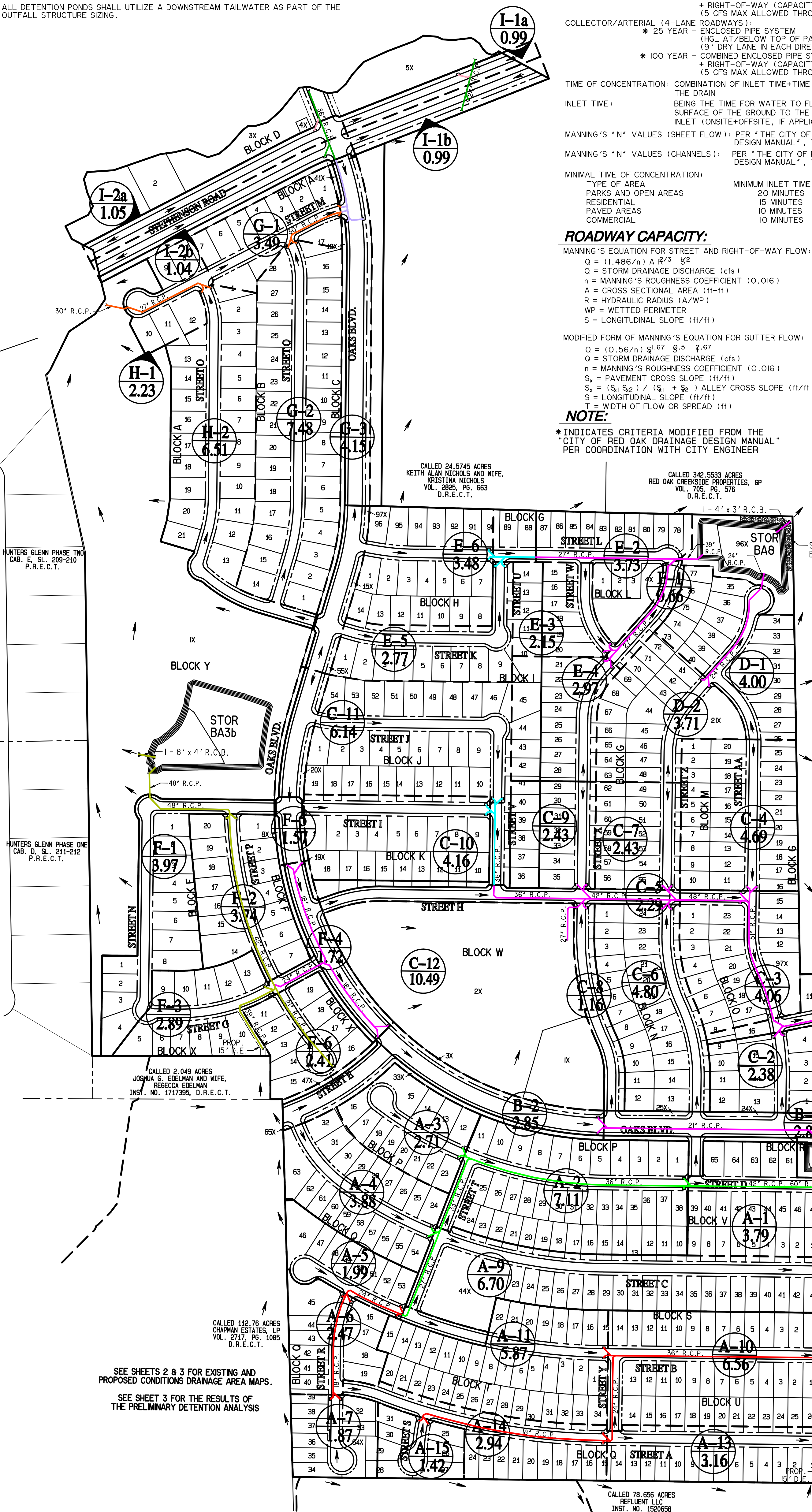
PHASE 4

PHASE 5a

PHASE 5b

PHASE 6

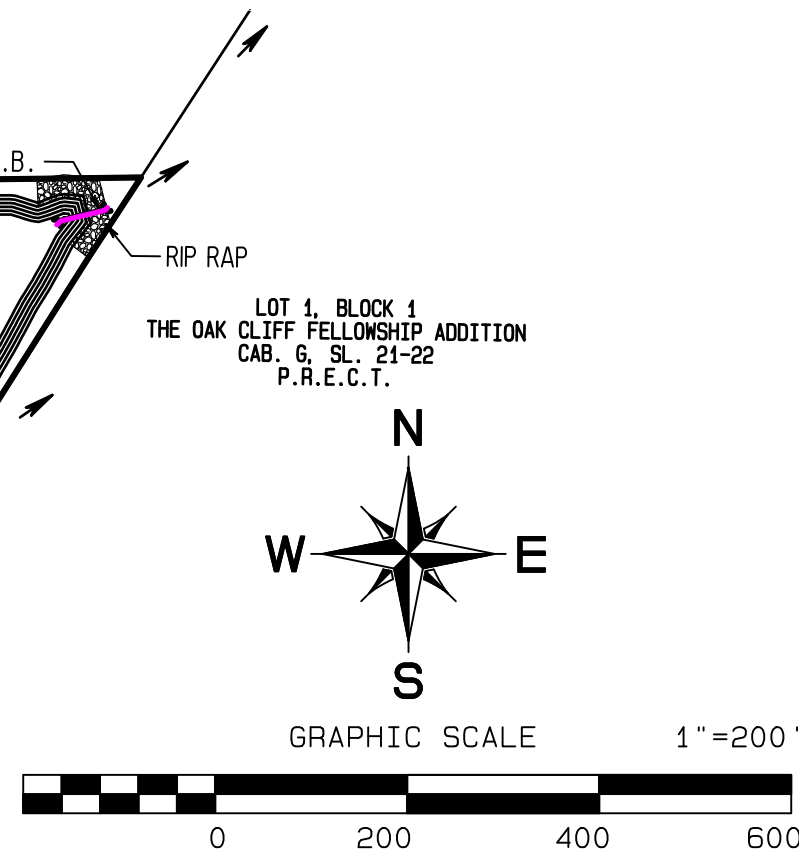
I.L.O. STEPHENSON RD. N.



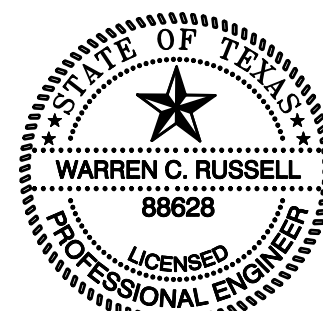
**HYDROLOGIC COMPUTATIONS**

Drainage Area ID	Area (Ac)	C	CA	Time	25-Year Intensity	100-Year Intensity	25-Year Flow Rate (1) (cfs)	100-Year Flow Rate (1) (cfs)
A-1	3.79	0.55	2.08	15	6.57	8.09	13.7	16.9
A-2	7.11	0.55	3.91	15	6.57	8.09	25.7	31.6
A-3	2.71	0.55	1.49	15	6.57	8.09	9.8	12.1
A-4	3.88	0.55	2.13	15	6.57	8.09	14.0	17.2
A-5	1.99	0.55	1.10	15	6.57	8.09	7.2	8.9
A-6	2.47	0.55	1.36	15	6.57	8.09	8.9	11.0
A-7	1.87	0.55	1.03	15	6.57	8.09	6.8	8.3
A-8	1.53	0.55	0.84	15	6.57	8.09	5.5	6.8
A-9	6.70	0.55	3.68	15	6.57	8.09	24.2	29.8
A-10	6.59	0.55	3.62	15	6.57	8.09	23.8	29.3
A-11	5.87	0.55	3.23	15	6.57	8.09	21.2	26.1
A-12	1.66	0.55	0.91	15	6.57	8.09	6.0	7.4
A-13	3.16	0.55	1.74	15	6.57	8.09	11.4	14.1
A-14	2.94	0.55	1.61	15	6.57	8.09	10.6	13.1
A-15	1.42	0.55	0.78	15	6.57	8.09	5.1	6.3
B-1	2.87	0.55	1.58	15	6.57	8.09	10.4	12.8
B-2	2.85	0.55	1.57	15	6.57	8.09	10.3	12.7
C-1	1.88	0.55	1.02	15	6.57	8.09	6.7	8.3
C-2	2.38	0.55	1.31	15	6.57	8.09	8.6	10.6
C-3	4.06	0.55	2.23	15	6.57	8.09	14.7	18.0
C-4	4.69	0.55	2.58	15	6.57	8.09	17.0	20.9
C-5	3.95	0.55	2.17	15	6.57	8.09	14.3	17.6
C-6	4.80	0.55	2.64	15	6.57	8.09	17.3	21.3
C-7	2.43	0.55	1.34	15	6.57	8.09	8.8	10.8
C-8	1.16	0.55	0.64	15	6.57	8.09	4.2	5.2
C-9	2.43	0.55	1.34	15	6.57	8.09	8.8	10.8
C-10	4.16	0.55	2.29	15	6.57	8.09	15.0	18.5
C-11	6.14	0.55	3.38	15	6.57	8.09	22.2	27.3
C-12	10.49	0.40	4.20	20	5.80	7.18	24.3	30.1
D-1	4.00	0.55	2.20	15	6.57	8.09	14.5	17.8
D-2	3.71	0.55	2.04	15	6.57	8.09	13.4	16.5
E-1	0.66	0.55	0.36	15	6.57	8.09	2.4	2.9
E-2	3.73	0.55	2.05	15	6.57	8.09	13.5	16.6
E-3	2.15	0.55	1.18	15	6.57	8.09	7.8	9.5
E-4	2.97	0.55	1.64	15	6.57	8.09	10.7	13.2
E-5	2.77	0.55	1.53	15	6.57	8.09	10.0	12.3
E-6	3.48	0.55	1.92	15	6.57	8.09	12.6	15.5
F-1	3.97	0.55	2.18	15	6.57	8.09	14.3	17.7
F-2	3.74	0.55	2.06	15	6.57	8.09	13.5	16.6
F-3	2.89	0.55	1.59	15	6.57	8.09	10.4	12.8
F-4	1.72	0.55	0.94	15	6.57	8.09	6.2	7.6
F-5	1.57	0.55	0.87	15	6.57	8.09	5.7	7.0
F-6	2.41	0.55	1.32	15	6.57	8.09	8.7	10.7
G-1	3.49	0.55	1.92	15	6.57	8.09	12.6	15.5
G-2	7.48	0.55	4.12	15	6.57	8.09	27.0	33.3
G-3	4.15	0.55	2.28	15	6.57	8.09	15.0	18.4
H-1	2.23	0.55	1.22	15	6.57	8.09	8.0	9.9
H-2	6.51	0.55	3.58	15	6.57	8.09	23.5	29.0
I-1a	0.99	0.55	0.54	15	6.57	8.09	3.6	4.4
I-1b	0.99	0.55	0.54	15	6.57	8.09	3.6	4.4
I-2a	1.05	0.55	0.58	15	6.57	8.09	3.8	4.7
I-2b	1.04	0.55	0.57	15	6.57	8.09	3.8	4.6

NOTE: FINAL DRAINAGE DESIGN WILL UTILIZE ROUTING OF PIPE FLOWS RESULTING IN VARIABLE TIMES OF CONCENTRATION.



UTILITY LEGEND	
	PROPOSED STORM DRAIN
	PROPOSED DETENTION POND
	PROPOSED STORM DRAIN INLET
	PROPOSED HEADWALL
	PROPOSED STORM DRAIN JUNCTION BOX
	DRAINAGE AREA / ACREAGE
	DRAINAGE AREA DIVIDE



**PRELIMINARY  
DRAINAGE PLAN  
ON-SITE DRAINAGE**  
FOR  
**THE OAKS - 210 AC.**  
SITUATED IN THE  
CITY OF RED OAK, ELLIS COUNTY, TEXAS  
OCTOBER 2020  
SHEET 1 OF 3

PREPARED BY:

**GOODWIN AND  
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

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