

RESOLUTION NO. 15-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESQUITE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A DEVELOPMENT AGREEMENT WITH BDMR DEVELOPMENT, LLC, AND POLO RIDGE FRESH WATER SUPPLY DISTRICT OF KAUFMAN COUNTY REGARDING APPROXIMATELY 822.1 ACRES OF LAND GENERALLY LOCATED SOUTH OF FM 740, WEST OF FM 2757 AND NORTH OF KELLY ROAD IN KAUFMAN COUNTY, TEXAS, LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF MESQUITE AND BEING COMMONLY REFERRED TO AS "POLO RIDGE" AND AUTHORIZING THE CITY MANAGER TO ADMINISTER THE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING A REPEALER CLAUSE AND SPECIFICALLY REPEALING RESOLUTION NO. 71-2017.

WHEREAS, Section 212.171 *et seq* of the Texas Local Government Code authorizes municipalities to enter into agreements governing the development of land in the municipality's extraterritorial jurisdiction; and

WHEREAS, the City Council has been presented with a proposed development agreement between BDMR Development, LLC, and Polo Ridge Fresh Water Supply District of Kaufman County regarding approximately 822.1 acres of land generally located South of FM 740, West of FM 2757 and North of Kelly Road in Kaufman County, Texas, located within the extraterritorial jurisdiction of the City of Mesquite, Texas ("City"), and being commonly referred to as "Polo Ridge," a copy of said agreement being attached hereto as Exhibit "A" and incorporated herein by reference (the "Agreement"); and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the City Council is of the opinion that the Agreement is in the best interest of the City and will benefit the City and its citizens.

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

SECTION 1. That the City Council finds that the terms and provisions of the proposed Agreement between the City, BDMR Development, LLC, and Polo Ridge Fresh Water Supply District of Kaufman County, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is in the best interest of the City and will benefit the City and its citizens.

SECTION 2. That the City Council hereby approves the Agreement and hereby authorizes the City Manager to execute the Agreement and all other documents necessary to consummate the transactions contemplated by the Agreement.

SECTION 3. That the City Manager is further hereby authorized to administer the Agreement on behalf of the City including, without limitation, the City Manager shall have the authority to: (i) provide any notices required or permitted by the Agreement; (ii) approve

amendments to the Agreement provided such amendments, together with all previous amendments approved by the City Manager, do not increase City expenditures under the Agreement in excess of \$50,000; (iii) consent to the assignment of the Agreement under the terms and pursuant to Section 16.1(b) and/or Section 16.3(b) of the Agreement; (iv) approve or deny any matter in the Agreement that requires the consent of the City provided, however, notwithstanding the foregoing, any provision of the Agreement that requires the consent of the City Council pursuant to the terms of the Agreement shall require the approval of the City Council; (v) approve or deny the waiver of performance of any covenant, duty, agreement, term or condition of the Agreement; (vi) exercise any rights and remedies available to the City under the Agreement; and (vii) execute any notices, amendments, approvals, consents, denials and waivers authorized by this Section 3.

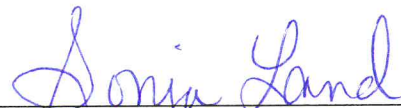
SECTION 4. That Resolution No. 71-2017 is hereby repealed in its entirety as of the date of this resolution. If any other resolutions or portions thereof of the City contain provisions in conflict with this resolution, the portions in conflict are hereby repealed and the portions not in conflict herewith shall remain in full force and effect.

DULY RESOLVED by the City Council of the City of Mesquite, Texas, on the 5th day of March, 2018.




Stan Pickett  
Mayor

ATTEST:

  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:

  
\_\_\_\_\_  
B. J. Smith  
City Attorney

## POLO RIDGE DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between **BDMR Development, LLC**, a Texas limited liability company ("Owner"), **Polo Ridge Fresh Water Supply District of Kaufman County** ("District") and the **City of Mesquite, Texas**, a Texas home-rule municipality ("City"), to be effective March 5, 2018 (the "Effective Date").

### ARTICLE I RECITALS

**WHEREAS**, the City is a home-rule municipality of the State of Texas; and

**WHEREAS**, the Owner is a Texas limited liability company; and

**WHEREAS**, the District is the Polo Ridge Fresh Water Supply District of Kaufman County, organized under the provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 53, Texas Water Code, as amended; and

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

**WHEREAS**, the Owner is the owner of approximately 822.1 acres of real property located in Kaufman County, Texas, and depicted on *Exhibit A* and described by metes and bounds on *Exhibit B* ("Property"); and

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

**WHEREAS**, on February 5, 2007, Forney Acquisitions, L.P., and the City entered into a development agreement regarding the Property entitled "Polo Ridge Development Agreement" ("Initial Agreement"), which Initial Agreement was approved by the City on February 5, 2007, and recorded as Document No. 2007-00006809 in the Official Records of Kaufman County, Texas, on March 21, 2007; and

**WHEREAS**, on June 29, 2007, Forney Acquisitions, L.P., assigned all rights under the Initial Agreement to the Owner, and on July 6, 2007, provided notice of the assignment to the City Manager; and

**WHEREAS**, the Owner and the City desire to terminate the Initial Agreement (including all amendments, if any) and replace the Initial Agreement in its entirety with this Agreement (which will also include the District as a Party), with such Agreement to replace and supersede in whole the Initial Agreement, and with the Initial Agreement to be terminated effective as of the Effective Date of this Agreement; and

**WHEREAS**, on July 31, 2014, the Executive Director of the Texas Commission on Environmental Quality ("TCEQ") considered and approved the petition from the Owner for the expedited release of the Property from CCN 10846, issued to Markout Water Supply Corporation ("Markout"), the previous holder of the CCN for retail water service for a portion of the City's ETJ that includes the Property; and

**WHEREAS**, on October 3, 2014, the Texas Public Utilities Commission (“**PUC**”), in PUC Docket No. 42801, denied Markout’s petition to overturn the decision of the executive director of the TCEQ; and

**WHEREAS**, the Parties intend that the City will be the retail provider of water service to the Property; and

**WHEREAS**, the Parties acknowledge that there is no CCN for retail sewer service to the Property; and

**WHEREAS**, the Parties intend that the City will be the retail provider of sewer service to the Property; and

**WHEREAS**, in conjunction with the Initial Agreement, the City Council consented to the creation of (1) a fresh water supply district, and (2) a water control and improvement district, and thereafter the District (*i.e.*, the Polo Ridge Fresh Water Supply District of Kaufman County) was created by order of the Kaufman County Commissioners’ Court on July 9, 2007, and a subsequent election of the voters of said District; and

**WHEREAS**, a water control and improvement district has not been created for the Property and the Owner has agreed not to take any action in furtherance of the creation of a water control and improvement district for the Property during the term of this Agreement; and

**WHEREAS**, the Parties desire to have the Property annexed into the City, the City intends to annex the Property, and the Parties intend for the Property to be developed inside the City’s corporate limits; and

**WHEREAS**, prior to the annexation of the Property, the Parties shall have agreed to the final form of a verified and sworn acknowledgement from the District acknowledging that the District has no debt or obligations that the City will assume by annexation of the Property and dissolution of the District (the “**District Acknowledgement**”); and

**WHEREAS**, following the closing of the first PID Bond issue, the Parties’ approval of the final form of the TIRZ Documents (defined below), and the District’s delivery of the District Acknowledgement to the City Manager, the Property will be annexed into the City’s corporate limits through request and petition of the Owner; and

**WHEREAS**, upon annexation of the Property, the District shall be dissolved as provided by law and the terms of this Agreement; and

**WHEREAS**, the Parties intend that the Property be developed as a master-planned, residential community including open space, and other public and private amenities that will benefit and serve the present and future citizens of the City, including the creation of substantial future tax base for the City, pursuant to an agreed upon concept plan (“**Concept Plan**”), which Concept Plan is attached hereto as *Exhibit C*, and the development standards set forth in certain proposed planned development zoning standards (“**Development Standards**”), which Development Standards are attached hereto as *Exhibit D*; and

**WHEREAS**, the Owner plans to develop the Property upon the execution of this Agreement and subsequent issuance of PID Bonds for the payment of certain costs for the construction and acquisition of certain public improvements and certain other associated costs to benefit the Property, and for the repayment to Owner

for certain costs advanced for the construction and acquisition of certain public improvements to benefit the Property as set forth in this Agreement; and

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

**WHEREAS**, the Owner desires and intends to design, construct and install and/or make financial contributions to certain on-site and/or off-site public improvements to serve the development of the Property ("**Authorized Improvements**"), which Authorized Improvements are generally identified in *Exhibit E* and will be the same as those described in the Service and Assessment Plan which will be adopted by the City in conjunction with the public improvement district described below; and

**WHEREAS**, this Agreement is intended to establish certain restrictions and expectations regarding the development of the Property, and the construction and funding of the Authorized Improvements, which provide a special benefit to the Property; and

**WHEREAS**, the Owner intends for the design, construction and installation of the Authorized Improvements to occur in a phased manner and to dedicate such Authorized Improvements to the City for use and maintenance, subject to approval of the plans and inspection of the Authorized Improvements in accordance with this Agreement and the City Regulations, as hereinafter defined, and contingent upon the partial or total financing of such Authorized Improvements; and

**WHEREAS**, the Owner and the City estimate that the cost of the Authorized Improvements will be Thirty-Five Million Dollars (\$35,000,000.00) and such amount is the maximum amount that will be financed with the proceeds from the PID Bonds, described below, and reimbursed to the Owner; and

**WHEREAS**, to accomplish the development of the Property envisioned by the Parties and to provide financing for the Authorized Improvements, the City has determined it is necessary for the City to create a public improvement district ("**PID**") pursuant to Chapter 372, Texas Local Government Code, as amended ("**PID Act**"); and

**WHEREAS**, the City recognizes that financing of the Authorized Improvements confers a special benefit to the Property within the PID; and

**WHEREAS**, in consideration of the Owner's agreements contained herein, the City, subject to the consent and approval of the City Council, intends to exercise its powers under the PID Act to provide alternative financing arrangements that will enable the Owner to do the following in accordance with the procedures and requirements of the PID Act and this Agreement: (a) fund or be reimbursed for a specified portion of the costs of the Authorized Improvements using the proceeds of PID Bonds; or (b) obtain reimbursement for the specified portion of the costs of the Authorized Improvements, the source of which reimbursement will be installment payments from Assessments within the Property, provided that such reimbursements shall be subordinate to the payment of PID Bonds and Administrative Expenses (as defined below); and

**WHEREAS**, the City, subject to the consent and approval of the City Council, and in accordance with the terms of this Agreement and all legal requirements, intends to: (i) adopt a Service and Assessment Plan; (ii) adopt an Assessment Ordinance (to pay for a specified portion of the estimated cost of the Authorized

Improvements shown on *Exhibit E* and the costs associated with the administration of the PID and issuance of the PID Bonds); and (iii) issue up to Thirty-Five Million Dollars (\$35,000,000.00) in the principal amount of PID Bonds for the purpose of financing a specified portion of the costs of the Authorized Improvements and paying associated costs as described herein; and

**WHEREAS**, upon request by the Owner, the City shall, subject to the consent and approval of the City Council, issue PID Bonds up to a maximum principal amount of Thirty-Five Million Dollars (\$35,000,000.00) to finance costs of the Authorized Improvements in accordance with the Service and Assessment Plan, as may be updated or amended; and

**WHEREAS**, prior to the closing of the sale of the first PID Bond issue: (a) the City Council shall have approved and adopted the PID Resolution, a Service and Assessment Plan and an Assessment Ordinance (collectively, the "**PID Documents**"); (b) Owner shall have created, and the City shall have reviewed and approved, the Home Buyer Disclosure Program; (c) owners of the Property constituting all of the acreage in the PID shall have executed a Landowner Agreement (as defined in Article II, herein); and (d) the Owner shall have delivered a fully executed copy of the Landowner Agreement(s) to the City; and

**WHEREAS**, the Parties agree that the Authorized Improvements are also improvements that qualify as projects under Chapter 311 of the Texas Tax Code, as amended (the "**TIRZ Act**"); and

**WHEREAS**, the City has created a tax increment reinvestment zone encompassing all of the Property to be coterminous with the boundaries of the PID (the "**TIRZ**") pursuant to the TIRZ Act; and

**WHEREAS**, as soon as is practicable and prior to the first PID Bond issue, in consideration of the Owner's agreements contained herein, the Parties shall use best efforts to have agreed to the final form of the following documents (collectively, the "**TIRZ Documents**"), which will enable the Owner to be reimbursed for a specified portion of TIRZ eligible reimbursement costs: (a) the TIRZ project and finance plan (the "**TIRZ Project and Finance Plan**"); (b) an ordinance creating the TIRZ (the "**TIRZ Ordinance**"); and (c) the ordinance approving the final TIRZ Project and Finance Plan required by the TIRZ Act; and

**WHEREAS**, the City Council has approved the TIRZ Ordinance and has created a TIRZ to be coterminous with the boundaries of the PID; and

**WHEREAS**, in consideration of the Owner's agreements contained herein, the City has exercised its powers under the TIRZ Act to create the TIRZ and intends to adopt, approve, and execute the TIRZ Documents to dedicate up to fifty one percent (51%) of the City's collected *ad valorem* tax increment based on the City's tax rate in effect on the date of the establishment of the TIRZ for a period of up to thirty-one (31) years, or until the amount of TIRZ increment placed into the TIRZ Fund totals \$29,740,198, whichever comes first, to off-set or pay a portion of any Assessments levied on the Property for the costs of Authorized Improvements, paid in accordance with the TIRZ Project and Finance Plan and Service and Assessment Plan; and

**WHEREAS**, all of the City's administrative costs associated with the PID will be funded by the PID assessments on the Property, and the City will not be responsible for payment of such costs; and

**WHEREAS**, all of the City's administrative costs associated with the TIRZ will be paid in accordance with the TIRZ Act, and the City will not be responsible for payment of such costs; and

**WHEREAS**, to the extent funds must be advanced to pay for any costs associated with the creation of the PID Documents and the TIRZ Documents, the Owner shall be responsible for advancing such funds, and the City will not be responsible for the payment of such costs; and

**WHEREAS**, the Parties intend for the Property to be annexed into the city limits of the City once PID Bonds have been issued by the City and final forms of the TIRZ Documents have been approved by the City; and

**WHEREAS**, contemporaneously with the annexation of the Property, the City intends to consider zoning the Property as a planned development district and the Parties acknowledge that the Property may be developed and used in accordance with this Agreement notwithstanding any zoning of the Property in conflict with this Agreement; and

**WHEREAS**, as the entire Property is within the City's ETJ on the Effective Date, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code; and

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

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

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

## **ARTICLE II** **DEFINITIONS**

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

**Agreement** means this Polo Ridge Development Agreement.

**Administrative Expenses** shall have the meaning assigned in Section 3.10 of this Agreement.

**Assessment** means a special assessment levied by the City within the PID pursuant to Chapter 372, Texas Local Government Code, pursuant to an Assessment Ordinance, to pay for a specific portion of the Budgeted Cost, which shall be Authorized Improvements Costs.

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

**Assessment Roll** means an Assessment Roll attached to the Service and Assessment Plan, or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan, or in an annual update to

the Service and Assessment Plan, showing the total amount of the Assessment against each parcel assessed under the Service and Assessment Plan related to the Authorized Improvements.

**Authorized Improvements** means generally water, sewer, drainage, and roadway infrastructure and facilities needed to serve and fully develop the Property and to be constructed by the Owner or by or on behalf of the City, including but not limited to the improvements identified on *Exhibit E*.

**Authorized Improvements Costs** means the design, engineering, construction, and inspection costs of the Authorized Improvements.

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

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

**Certification for Payment** means a form, attached as *Exhibit G*, which shall be submitted to the City, with all paid invoices, bills, and receipts for work completed on any of the Authorized Improvements or a segment or portion thereof.

**City** means the City of Mesquite, Texas.

**City Code** means the Code of Ordinances, City of Mesquite, Texas, as amended.

**City Council** means the City Council of the City.

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

**City Regulations** mean City Code provisions, ordinances, design standards, uniform and international building and construction codes, and other policies duly adopted by the City, as they exist as of the Effective Date and that they may, from time to time, be amended.

**Development** means the new development on the Property that is the subject of this Agreement.

**Director** means the Director of Planning and Development Services for the City of Mesquite, Texas, the designee, or the successor-in-title.

**Effective Date** means the effective date of this Agreement, which shall be the date upon which all Parties have fully executed and delivered this Agreement.

**Eminent Domain Fees** shall have the meaning assigned in Section 11.4 of this Agreement.

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

**Forney Acquisitions** means Forney Acquisitions, L.P., a Texas limited partnership, and its successors.



**Franchise Utilities** mean electric and gas utilities.

**Fully Developed and Improved Lot** means any lot in the Property, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records of Kaufman County, Texas.

**HOA** means the mandatory homeowner association that the Owner is required to create for the Property.

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

**Impact Fees** mean all roadway, water, and wastewater impact fees relating to the Authorized Improvements in each case assessed, imposed and/or collected by the City in accordance with City Regulations adopted by the City or hereinafter adopted and/or amended.

**Landowner Agreement** means an agreement of all of the owners of the Property consenting to the form and terms of the PID Documents.

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

**Owner Cash Contribution** means that portion of the Authorized Improvements Cost that the Owner is contributing to initially fund the Authorized Improvements and for which no reimbursement to Owner is anticipated.

**Owner Continuing Disclosure Agreement** means any continuing disclosure agreement of the Owner executed contemporaneously with the issuance and sale of PID Bonds.

**Owner Improvement Account** means the construction fund account created under the Indenture, funded by the Owner, and used to pay for portions of the acquisition, design, and construction of the PID Projects.

**PID** means a public improvement district for which the City agrees to exert good faith efforts to create for the benefit of the Property pursuant to Chapter 372, Texas Local Government Code, to be known as the Polo Ridge Public Improvement District.

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

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

**PID Bonds** mean special assessment revenue bonds issued by the City pursuant to the PID Act to finance the PID Projects.

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

**PID Projects** means all water, wastewater/sewer, drainage, roadway, and other public infrastructure benefitting and necessary to serve the Development, identified in the PID Documents and outlined in *Exhibit E*.

**Project** means the high-quality, master-planned, residential community development contemplated for the Property, including parkland, open space, and other public and private amenities that will benefit and serve the present and future citizens of the City and that are contemplated by this Agreement.

**Property** means the real property described by metes and bounds in *Exhibit B* and depicted on *Exhibit A*.

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

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

**TIRZ** means the Tax Increment Reinvestment Zone to be created that will include the Property.

**TIRZ Act** means Chapter 311 of the Texas Tax Code, as amended.

**TIRZ Board** means the board of directors of the TIRZ established in accordance with the TIRZ Act.

**TIRZ Documents** means the TIRZ Project and Finance Plan, the TIRZ Ordinance, and the ordinance approving the final TIRZ Project and Finance Plan required by the TIRZ Act.

**TIRZ Fund** means the fund set up by the City in order to receive the TIRZ funds in accordance with this Agreement and the TIRZ Documents.

**TIRZ Ordinance** means the City ordinance creating the TIRZ.

**TIRZ Projects** means those projects, the same as the Authorized Improvements, to be undertaken by the PID as well as the TIRZ.

**Waterline Cost Participation Agreement** means the Waterline Cost Participation Agreement originally executed by Forney Acquisitions, Heartland 600 Development Land, L.P., Kingsborough Municipal Utility District No. 1 of Kaufman County, Kingsborough Municipal Utility District No. 2 of Kaufman County, Kingsborough Municipal Utility District No. 3 of Kaufman County, Kingsborough Municipal Utility District No. 4 of Kaufman County and Kingsborough Municipal Utility District No. 5 of Kaufman County with an effective date of December 13, 2005, pursuant to which Forney Acquisitions participated in the costs of a "24-Inch Water Line" as defined and described therein.

### **ARTICLE III** **PUBLIC IMPROVEMENT DISTRICT**

**3.1 Creation.** The Owner has requested the creation of a PID encompassing the Property by submitting a petition to the City that contains a list of the PID Projects to be funded or acquired with the PID

Bond Proceeds and the estimated or actual costs of such PID Projects. Upon the request of the Owner, the City shall schedule a public hearing to consider the creation of a public improvement district in accordance with the PID Act. The PID will be created, at the City's discretion, after the public hearing. Owner acknowledges that the City may require at that time a professional services agreement that obligates Owner to fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from such PID Bond Proceeds.

**3.2 Issuance of PID Bonds.** The issuance of each series of PID Bonds is subject to the following conditions, as applicable, and subject to Section 3.3 and 13.3(d) below:

(a) the adoption or amendment of the Service and Assessment Plan and an Assessment Ordinance levying assessments on all or any portion of the Property benefitted by such PID Projects in amounts sufficient to pay all costs related to such PID Bonds;

(b) the aggregate principal amount of all PID Bonds issued and to be issued for the PID shall not exceed Thirty-Five Million Dollars (\$35,000,000.00);

(c) when combined with any Owner Cash Contribution for the respective phase of development, each series of PID Bonds shall be in an amount estimated to be sufficient to fund the PID Projects for which such PID Bonds are being issued;

(d) delivery by the Owner to the City of a certification or other evidence from an independent appraiser, or other professional acceptable to the City, confirming that the special benefits conferred on the properties being assessed for the PID Projects increase the value of the Property by an amount at least equal to the amount assessed against such Property;

(e) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

(f) the Owner is current on all taxes, assessments, fees and obligations to the City;

(g) the Owner is not in default under this Agreement or, with respect to the Property, any other agreement to which Owner and the City are parties;

(h) no outstanding PID Bonds requested by Owner are in default and no reserve funds have been drawn upon that have not been replenished;

(i) the PID Administrator has certified that the specified portions of the costs of the PID Projects to be paid from PID Bond Proceeds are eligible to be paid therewith;

(j) the PID Projects to be financed by the PID Bonds have been or will be constructed according to the Development Standards attached to this Agreement;

(k) the City Council determines that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability, and that the PID Bonds are structured and marketed appropriately, meet all regulatory and legal requirements, and are marketable under financially reasonable terms and conditions;

(l) the City has determined that the amount of proposed PID Assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the PID Projects cost to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;

(m) the maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof;

(n) the final maturity for any PID Bonds shall be not later than 45 years from the Effective Date;

(o) the PID Bonds shall be offered and sold and may be transferred or assigned only: (1) upon compliance with applicable securities laws; and (2) unless otherwise agreed to by the City, (i) to qualified institutional buyers, investors or accredited investors as such buyers/investors are defined in compliance with applicable securities laws, and (ii) in minimum denominations of \$100,000.00 and integral multiples of \$5,000.00 in excess thereof;

(p) no information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City;

(q) at least two (2) business days prior to pricing any PID Bonds issue, the Owner shall provide evidence satisfactory to the City that the Owner has access to the requisite capital to make any required Owner Cash Contribution; in the event the Owner does not fund the escrow at or prior to the closing of any PID Bond issue as required by this Section, the City shall not be required to close and deliver such PID Bonds, and the Owner shall reimburse the City for all expenses incurred by the City in connection with the issuance of the proposed PID Bonds.

(r) the Owner agrees to provide periodic information and notices of material events regarding the Owner and the Owner's development of the Property within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any Owner Continuing Disclosure Agreement;

(s) the Owner is not in default under an Owner Continuing Disclosure Agreement;

(t) the maximum tax equivalent assessment rate for the assessment levy shall not exceed \$0.7945 per \$100.00 taxable assessed valuation, without prior, written consent of the City, in its sole discretion; rate limit applies on an aggregate basis for the entire property and on an individual assessed parcel basis;

(u) minimum value to lien ratio of at least 3:1 for major improvement area PID Bonds and 2.10:1 for phased improvement area PID Bonds, provided that any receivables due under any reimbursement agreement may be sold or assigned to a private party in accordance with Section 16.1 of this Agreement; value confirmed by appraisal from licensed MAI appraiser based on the assumption that development of property only includes the public improvements in place and to be constructed with the PID Bond Proceeds and Owner Cash Contribution deposited with trustee and finished lots (without vertical construction) for a phased improvement area;

(v) annual assessment installments will be substantially equal to or less than the amount of the annual installment for the immediately prior year;

(w) for the issuance of any Refunding Bonds, the amount of assessment necessary to pay the Refunding Bonds shall not exceed the amount of the assessments that were necessary to pay the PID Bonds that are being refunded;

(x) the City's engineer or the City's designated consulting engineer determines that the PID Projects cost shown on *Exhibit E*, as updated and amended pursuant to Section 4.1 of this Agreement, are reasonable;

(y) if required, the Owner has deposited the pro-rata share of the Owner Cash Contribution into the Owner Improvement Account pursuant to Section 3.3 below; and

(z) the Owner has completed and the City has accepted the PID Projects for the previous phase, other than the first phase of the Development.

**3.3 Owner Cash Contribution.** At closing on any series of PID Bonds intended to fund construction of PID Projects that have not already been constructed by the Owner, Owner shall deposit into the Owner Improvement Account a pro-rata amount of the Owner Cash Contribution. If the PID Projects within the applicable phase(s) of the Development have already been constructed and the applicable series of PID Bonds is intended to acquire the PID Projects, then Owner shall not be required to deposit the Owner Cash Contribution as provided in this paragraph. The amount of the Owner Cash Contribution for each applicable phase(s) of the Development shall be equal to the difference between the costs of the PID Projects and the PID Bonds Proceeds available to fund such costs of the PID Projects related to such phase(s).

**3.4 Disclosure Information.** Prior to the issuance of PID Bonds by the City, the Owner agrees to provide all relevant information, including financial information, that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. The Owner agrees, represents, and warrants that any information provided by the Owner for inclusion in a disclosure document for an issue of PID Bonds will not contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, are not misleading, and the Owner further agrees that it will provide a certification to such effect as of the date of the closing of any PID Bonds.

**3.5 Qualified Tax-Exempt Status.**

(a) Generally. In any calendar year in which PID Bonds are issued, the Owner agrees to pay the City its actual additional costs ("**Additional Costs**") the City may incur in the issuance of City obligations (the "**City Obligations**"), as described in this Section, if the City Obligations are deemed not to qualify for the designation of qualified tax-exempt obligations ("**QTEO**"), as defined in section 265(b)(3) of the Internal Revenue Code ("**IRC**") as amended, as a result of the issuance of PID Bonds by the City in any given year. The City agrees to deposit all funds for the payment of such Additional Costs received under this Section into a segregated account of the City, and such funds shall remain separate and apart from all other funds and accounts of the City until December 31 of the calendar year in which the PID Bonds are issued, at which time the City is authorized to utilize such funds for any purpose permitted by law. On or before January 15<sup>th</sup> of the following calendar year, the final Additional Costs shall be calculated. By January 31<sup>st</sup> of such year, any funds in excess of the final Additional Costs that remain in such segregated account on December 31<sup>st</sup> of the preceding calendar year shall be refunded to the developers or owners (including the Owner, as applicable) and any deficiencies in the estimated Additional Costs paid to the City by any developer or owner (including the Owner, as applicable) shall be remitted to the City by the respective developer or owner (including the Owner, as applicable).

(b) Issuance of PID Bonds prior to City Obligations.

(1) In the event the City issues PID Bonds prior to the issuance of City Obligations, the City, with assistance from its financial advisor (“**Financial Advisor**”), shall calculate the estimated Additional Costs based on the market conditions as they exist approximately 30 days prior to the date of the pricing of the PID Bonds (the “**Estimated Costs**”). The Estimated Costs are an estimate of the increased cost to the City to issue its City Obligations as non-QTEO. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to Owner in an amount equal to the Estimated Costs. The Owner, in turn, shall remunerate to the City the amount shown on said invoice on or before the earlier of: (i) 15 business days after the date of said invoice, or (ii) 5 business days prior to pricing the PID Bonds. The City shall not be required to price or sell any series of PID Bonds until the Owner has paid the invoice related to the PID Bonds then being issued.

(2) Upon the City’s approval of the City Obligations, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing its City Obligations as non-QTEO. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to the Owner of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice to the Owner required under this paragraph. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice required under this paragraph. If the Owner does not pay the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice required under this paragraph, the Owner shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the Development until such payment of Additional Costs is made in full.

(c) Issuance of City Obligations prior to PID Bonds.

(1) In the event the City issues City Obligations prior to the issuance of PID Bonds, the City, with assistance from the Financial Advisor, shall calculate the Estimated Costs based on the market conditions as they exist approximately 20 days prior to the date of the pricing of the City Obligations. Promptly following the determination of the Estimated Costs, the City shall provide a written invoice to the Owner: (1) in an amount equal to the Estimated Costs, and (2) that includes the pricing date for such City Obligations. The Owner, in turn, shall remunerate to the City the amount shown on said invoice at least 15 days prior to the pricing date indicated on the invoice. If the Owner fails to pay the Estimated Costs as required under this paragraph, the City, at its option, may elect to designate the City Obligations as QTEO, and the City shall not be required to issue any PID Bonds in such calendar year.

(2) Upon the City’s approval of the City Obligations, the Financial Advisor shall calculate the actual Additional Costs to the City of issuing non-QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written notice to the Owner of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to the Owner the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice to the Owner. If the Additional Costs are more than the Estimated Costs, the Owner will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City’s notice. If the Owner does not pay to the City the difference between the Additional Costs and the Estimated Costs as required

under this paragraph, then the Owner shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the Development until such payment of Additional Costs is made in full.

(d) To the extent any developer(s) or property owners(s) (including the Owner, as applicable) has (have) paid Additional Costs for any particular calendar year, any such Additional Costs paid subsequently by a developer or property owner(s) (including the Owner, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including the Owner, as applicable) as necessary so as to put all developers and property owner(s) (including the Owner, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within 15 business days after its receipt of such subsequent payments of such Additional Costs.

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

**3.6 Tax Certificate.** If, in connection with the issuance of the PID Bonds, the City is required to deliver a certificate as to tax exemption (a "**Tax Certificate**") to satisfy requirements of the IRC, the Owner agrees to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner represents that such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of such date. To the extent that it exercises control or direction over the use or investment of the PID Bond Proceeds, including, but not limited to, the use of the Authorized Improvements, the Owner further agrees that it will not knowingly make, or permit to be made, any use or investment of such funds that would cause any of the covenants or agreements of the City contained in a Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

**3.7 Levy of Assessments.** Concurrently with the approval of the creation of the proposed PID, the Owner, the City and the PID Administrator shall prepare a SAP providing for the levy of the Assessments on the Property. Subject to Section 13.3(d) of this Agreement, promptly following preparation and approval of a SAP acceptable to the Owner and the City and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. Concurrently with the Assessment Ordinance, the City shall consider the approval and execution of a construction, funding, and acquisition agreement and a reimbursement agreement, if needed. The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement, to create the PID, and to levy the Assessments. The Owner shall develop the Property consistent with the terms of this Agreement. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council's legislative discretion.

**3.8 Acceptance of Assessments and Recordation of Covenants Running with the Land.** Concurrently with the levy of the Assessment, the Owner shall: (1) approve and accept in writing the levy of the Assessment(s) on all land owned or controlled by the Owner; (2) approve and accept in writing the Home Buyer

Disclosure Program; and (3) cause to be recorded against the Property covenants running with the land that will bind any and all current and successor owner or owners, and owners of any of the Property to pay the Assessment and any subsequent Assessments, with applicable interest and penalties thereon, as and when due and payable and to take their title to their property in the Property subject to and expressly accepting and assuming the terms and provisions of such Assessments and the liens created thereby.

**3.9 PID Powers and Authority.** The PID may finance all or a portion of the Authorized Improvements as authorized by Chapter 372, Texas Local Government Code. The Authorized Improvements shall be designed, constructed, installed, and acquired using (a) funds advanced by the Owner (“**Owner Advances**”), if any, (b) revenues from Assessments levied by the City Council against benefitted property within the PID, or (c) the proceeds of PID Bonds. The City shall be authorized to reimburse Owner Advances, together with interest, from Assessments and the proceeds of PID Bonds.

**3.10 PID Administrative Costs.** The Parties intend that all costs and expenses paid or incurred in connection with the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including engineering fees, legal fees and consultant fees, (ii) annual costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) preparing the annual service plan update, (iv) computing, levying, billing and collecting Assessments or the installments thereof, (v) maintaining the record of installments of the Assessments and the system of registration and transfer of the PID Bonds, (vi) fees and expenses relating to PID Bonds, (vii) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors and (viii) administering the construction of the Authorized Improvements (collectively the “**Administrative Expenses**”) shall be payable from Assessments. Administrative Expenses do not include payment of the principal of, redemption premium, if any, and interest on PID Bonds.

**3.11 Payment of Costs.** The Parties agree that the City may require a professional services agreement that obligates the Owner to fund the costs of the City's professionals relating to the creation of the PID, the levy of assessments and preparation for and issuance of PID Bonds, which amount shall be agreed to by the Parties and considered a cost payable from Assessments or PID Bonds.

**3.12 Legislative Discretion.** The City shall use its best efforts to initiate and approve all necessary documents and ordinances required to effectuate this Agreement including, but not limited to, the creation of the PID, the levying of Assessments, the issuance of bonds, the creation of the TIRZ, and the annexation of the Property. Nothing contained in this Agreement, however, shall be construed as creating a contractual obligation that controls, waives, or supplants the City Council’s legislative discretion.

## **ARTICLE IV** **AUTHORIZED IMPROVEMENTS**

**4.1 Authorized Improvements.** The Budgeted Costs, including Authorized Improvements, are subject to change and shall be updated by the City consistent with the Service and Assessment Plan, as may be updated and amended, and the PID Act, and shall be included on each approved final plat(s) for the Property as each final plat for each phase of the Property is approved by the City Council. The Owner shall include an updated ***Exhibit E*** with each final plat application which shall be submitted to the City Council for consideration and approval concurrently with the submission of each final plat. Upon approval by the City Council of an updated ***Exhibit E***, this Agreement shall be deemed amended to include such approved updated ***Exhibit E***. The Authorized Polo Ridge Development Agreement – Page 14



Improvement Costs and the timetable for installation of the Authorized Improvements will be reviewed annually by the Parties in an annual update of the Service and Assessment Plan adopted and approved by the City.

#### **4.2 Construction, Ownership, and Transfer of Authorized Improvements.**

(a) **Construction Plans.** The Owner shall prepare, or cause to be prepared, plans and specifications for each of the Authorized Improvements and have them submitted to the City for approval in accordance with this section. Construction and/or engineering plans may be submitted to the City without a landscape plan and/or a hardscape plan and the City agrees not to require the submittal of a landscape plan and/or a hardscape plan in conjunction with the submittal of construction or engineering plans. The City shall have 30 business days from its receipt of the first submittal of construction and/or engineering plans to approve or deny the plans or to provide comments back to the submitter of the plans. If any approved construction and/or engineering plans are amended or supplemented, the City shall have 30 business days from its receipt of such amended or supplemented plans to approve or deny the plans or to provide comments back to the submitter of the plans. Any written City approval or denial must be based on compliance with applicable rules and regulations. If the City does not specifically approve or deny submitted plans within the above-described time periods, the plans shall be deemed approved. If any provision in this paragraph conflicts with any other provision in this Agreement, this paragraph controls.

(b) **Contract Award.** The contracts for construction of Authorized Improvements shall be let in the name of the Owner. The Owner's engineers shall prepare, or cause the preparation of, and provide all contract specifications and necessary related documents. The Owner shall administer the contracts. The Budgeted Costs, which are estimated on ***Exhibit E***, shall be paid by the Owner or caused to be paid by the Owner, or the Owner's assignee, and reimbursed from the proceeds of PID Bonds in accordance with the Bond Indenture, or reimbursed by the collected Assessments levied pursuant to the terms of a reimbursement agreement.

(c) **Construction Standards and Inspection.** The Authorized Improvements will be installed within the public right-of-way or in easements granted to the City. The Authorized Improvements shall be constructed and inspected in accordance with applicable state law, City ordinances, building codes, the Development Standards attached as ***Exhibit D***, and other development requirements, including those imposed by any other governing body or entity with jurisdiction over the Authorized Improvements.

(d) **Competitive Bidding.** This Agreement and construction of the Authorized Improvements, including the TIRZ Projects, are anticipated to be exempt from competitive bidding pursuant to Sections 252.022(a)(9) and 252.022(a)(11) of the Texas Local Government Code based upon current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for exemption from the competitive bid requirement, then either competitive bid or alternative delivery methods that may be used by the City as allowed by law shall be used. The Owner agrees to provide the City with notice of the contractors or bidders prior to entering into a contract for construction of the Authorized Improvements.

(e) **Ownership.** All of the Authorized Improvements shall be owned by the City upon acceptance of them by the City. The Owner agrees to take any action reasonably required by the City where applicable to transfer or otherwise dedicate easements for the Authorized Improvements to the City and the public.

### **4.3 Operation and Maintenance.**

(a) Upon inspection, approval, and acceptance of part or all of the water and sewer Authorized Improvements, the City shall maintain and operate the accepted water and wastewater infrastructure and provide water and wastewater service to the Property served by the accepted water and/or wastewater infrastructure.

(b) Upon inspection, approval, and acceptance of part or all of the roadway and storm water Authorized Improvements, the City shall maintain and operate the accepted roadways and storm water infrastructure.

(c) The Owner will create an HOA (as defined below), which HOA shall maintain and operate the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, screening walls, drainage areas, detention areas, retaining walls, lake structures, stock ponds, parks, trails, entry way monuments, amenity center and any other common improvements or appurtenances not maintained and operated by the City.

## **ARTICLE V ADDITIONAL OWNER OBLIGATIONS**

**5.1 Mandatory Homeowners Association.** The Owner will create a mandatory homeowner association (“**HOA**”), which HOA shall be required to assess and collect from home owners annual fees in an amount calculated to maintain the open spaces, common areas, right-of-way irrigation systems, raised medians and other right-of-way landscaping, detention areas, drainage areas, screening walls, retaining walls, lake structures, stock ponds, parks, trails, entry way monuments, amenity center, and any other common improvements or appurtenances not maintained and operated by the City within the PID (the “**HOA Maintained Improvements**”). Common areas, including but not limited to all landscaped entrances to the PID and right-of-way landscaping, and all other HOA Maintained Improvements, shall be maintained solely by the HOA. Maintenance of public rights-of-way by the HOA shall comply with City Regulations and shall be subject to oversight by the City.

**5.2. Operation and Maintenance.** While the Parties anticipate that the HOA established to maintain and operate the HOA Maintained Improvements will adequately perform such duties, in the event that the City reasonably determines that the HOA is not adequately performing the duties for which it was created, which non-performance shall be evidenced by violations of applicable deed restrictions and/or applicable City ordinances, the City reserves the right to, at its option, include in the PID maintenance assessments an amount equal to the actual costs of operating and maintaining only the HOA Maintained Improvements that are owned by the City. The City agrees that it will not include such an amount in the PID maintenance assessments without first giving the HOA written notice of the deficiencies and providing the HOA with sixty (60) days in which to cure the deficiencies.

### **5.3 Escrow Fees.**

(a) Upon request of the City and completion of the landscaping improvements for Phase I, as depicted on the attached Concept Plan, the Owner shall escrow an amount up to a maximum of \$110,181.25 (the “**Phase I Sidewalk Escrow Funds**”) with the City for the cost of paving a five-foot (5’) sidewalk (approximately 5,185

linear feet) to be located adjacent to the Property frontage and in the right-of-way of FM 2757. The Phase I Sidewalk Escrow Funds shall not be commingled with any other funds of the City. If any Phase I Sidewalk Escrow Funds are not used within ten years of being placed in escrow for paving a five-foot (5') sidewalk (approximately 5,185 linear feet) to be located adjacent to the Property frontage and in the right-of-way of FM 2757, then upon the request of the Owner, the remaining Phase I Sidewalk Escrow Funds shall be returned to the Owner.

(b) Upon request of the City and completion of the landscaping improvements for Phase II, as depicted on the attached Concept Plan, the Owner shall escrow an amount up to a maximum of \$23,162.50 (the "**Phase II Sidewalk Escrow Funds**") with the City for the cost of paving a five-foot (5') sidewalk (approximately 1,090 linear feet) to be located adjacent to the Property frontage and in the right-of-way of FM 2757. The Phase II Sidewalk Escrow Funds shall not be commingled with any other funds of the City. If any Phase II Sidewalk Escrow Funds are not used within ten years of being placed in escrow for paving a five-foot (5') sidewalk (approximately 1,090 linear feet) to be located adjacent to the Property frontage and in the right-of-way of FM 2757, then upon the request of the Owner, the remaining Phase II Sidewalk Escrow Funds shall be returned to the Owner.

(c) Upon request of the City and completion of the landscaping improvements for Phase IV, as depicted on the attached Concept Plan, the Owner shall escrow an amount up to a maximum of \$17,425.00 (the "**Phase IV Sidewalk Escrow Funds**") with the City for the cost of paving a five-foot (5') sidewalk (approximately 820 linear feet) to be located adjacent to the Property frontage and in the right-of-way of FM 2757. The Phase IV Sidewalk Escrow Funds shall not be commingled with any other funds of the City. If any Phase IV Sidewalk Escrow Funds are not used within ten years of being placed in escrow for paving a five-foot (5') sidewalk (approximately 820 linear feet) to be located adjacent to the Property frontage and in the right-of-way of FM 2757, then upon the request of the Owner, the remaining Phase IV Sidewalk Escrow Funds shall be returned to the Owner.

## **ARTICLE VI** **PID BONDS**

Subject to the requirements of Article 3 of this Agreement, the City intends to issue PID Bonds, in one or more series, solely for the purposes of financing the costs of the Authorized Improvements and related costs (excluding Administrative Expenses, except the costs for creating and organizing the PID, including engineering fees, legal fees and consultant fees as listed in Section 3.10(i), which costs will be included as PID Project costs) and paying issuance costs and the cost of funding all reserves, accounts, and funds required by the applicable Bond Ordinance (including a capitalized interest account, a debt service reserve fund, and the project fund). The City and the Owner have determined and hereby agree that the maximum aggregate principal amount of PID Bonds will be Thirty-Five Million Dollars (\$35,000,000.00). The City staff will, from time to time, submit to the City Council agenda items to approve the issuance of PID Bonds by the City (in one issue or in a series of issues over the years) in an amount up to, but not to exceed, the maximum aggregate principal PID Bond amount of Thirty-Five Million Dollars (\$35,000,000.00). Notwithstanding the foregoing, the City's obligation to approve the issuance of PID Bonds is subject to the City's review and confirmation that the Assessments are reasonable relative to the market as determined by the City Council, and that the bond issuance is in conformity with the requirements of Article 3 of this Agreement.

**ARTICLE VII**  
**INSPECTION AND PERMITTING**

7.1 **Inspections.** The City shall have a right to inspect, as required by City Regulations, the construction of all structures, Authorized Improvements, and any infrastructure improvements necessary to support the proposed development within the Property, including water, wastewater, drainage, streets, park facilities, electrical, and street lights and signs. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Authorized Improvements and infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to development of the Property. The City shall be the beneficiary of the required two-year maintenance bond the Owner shall provide for all Authorized Improvements. If the City finds that such improvements have been completed in accordance with the final plans and specifications approved by the City (or any modifications thereof approved by the City), and in accordance with all other applicable laws and City Regulations, the City shall accept the same whereupon ownership of such improvements shall be transferred to the City and be operated and maintained by the City at its sole expense other than those improvements that the HOA is obligated to maintain as set forth in Article 5 of this Agreement.

7.2 **Franchise Utilities.** Installation of Franchise Utilities may be a requirement for acceptance, except that the City shall release up to 50 percent of the building permits for the lots within a plat without the completion of such installation if the Owner indemnifies the City for any damage to the accepted improvements that result from the franchise utility provider installing such Franchise Utilities after acceptance by the City. The City may withhold any of the remaining 50 percent of the building permits and all of the certificate of occupancies for the lots within a plat until the Franchise Utilities are installed. Installation of landscaping, hardscape, and amenity improvements shall not be a requirement for acceptance of a subdivision or the recording of the final approved plat in the property records of Kaufman County.

**ARTICLE VIII**  
**PAYMENT OF AUTHORIZED IMPROVEMENTS**

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

8.2 **Cost Overrun.** In advance of letting a contract for the Authorized Improvements, the City may confirm that the cost for construction of such Authorized Improvements is generally consistent with the estimated cost provided on *Exhibit E*, as amended from time to time pursuant to Sections 4.1 or 18.16 of this Agreement. If the total cost of the Authorized Improvements in the aggregate exceeds the total amount of monies on deposit in the Improvement Account of the Project Fund (a "**Cost Overrun**"), the Owner shall be solely responsible for the remainder of the costs of the Authorized Improvements, except as provided for in Section 8.3 below.

**8.3 Cost Underrun.** Upon the final acceptance by the City of an Authorized Improvement (or each segment or a portion thereof) and payment of all outstanding invoices by the Owner for such Authorized Improvement (or each segment or a portion thereof), if the actual cost of such Authorized Improvement is less than the Budgeted Cost (a “**Cost Underrun**”), any remaining Budgeted Cost will be available to pay Cost Overruns on any other Authorized Improvement as permitted under the Bond Indenture and the PID Act. The City shall promptly confirm to the Owner that such remaining amounts are available to pay such Cost Overruns, and the Owner and the City will agree how to use such moneys to secure the payment and performance of the work for other Authorized Improvements.

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

## **ARTICLE IX** **TIRZ AND AGRICULTURAL EXEMPTION**

**9.1 Tax Increment Reinvestment Zone.** The City has created and intends to operate and maintain the TIRZ over the Property to provide tax increment revenue to off-set or pay a portion of any Assessments levied on the Property for the costs of Authorized Improvements to serve the Property. The TIRZ shall provide up to fifty-one percent (51%) of the *ad valorem* tax increment, based on the City’s tax rate in effect on the date of the establishment of the TIRZ, generated by the Property for a period of up to thirty-one (31) years or until the amount of TIRZ increment placed into the TIRZ Fund totals \$29,740,198, whichever comes first, which will be collected by the City in accordance with the TIRZ Project and Finance plan.

**9.2 TIRZ Fund.** In accordance with the TIRZ Project and Finance Plan, the tax increment obtained from the Property shall be placed into the TIRZ Fund, a separate fund which shall be created by the City upon adoption of the TIRZ Project and Finance Plan. It is anticipated that the monies in the TIRZ Fund shall be used to (1) off-set or pay a portion of any Assessments levied on the Property for the costs of Authorized Improvements to serve the Property; (2) be distributed in accordance with the TIRZ Project and Finance Plan; or (3) be allocated in some combination of 1 and 2.

**9.3 Agricultural Exemption.** The City acknowledges that some or all of the Property may now have or may in the future have an agricultural, timber, or wildlife management use tax classification, and the City may not request removal of any such tax classification until PID Bonds secured by the Property are issued to pay for the costs of the Authorized Improvements and related costs, notwithstanding any waiver of such exemption for other political subdivisions or public entities. However, to the extent that the City might otherwise be required under Section 23.41 et seq. of the Texas Tax Code or other applicable law, including but not limited to Section 43.035 of the Texas Local Government Code, to offer to enter into a development agreement with a landowner of some or a portion of the Property containing other such restrictions, this Agreement shall be deemed to have satisfied any such requirement.

**ARTICLE X**  
**ANNEXATION AND POST-ANNEXATION MATTERS**

**10.1 Annexation.** The Owner agrees to execute and submit to the City a petition for voluntary annexation of the Property into the City, with such annexation to occur after the following conditions precedent to the annexation of the Property have been satisfied: (a) the City issues the first series of PID Bonds; (b) the Parties agree to the final form of the TIRZ Documents and a TIRZ has been created by the City over the Property; and (c) the District has delivered the District Acknowledgement to the City Manager. Through such petition for annexation, the Owner will agree to the provision of services by the City consistent with the terms of this Agreement and as set forth in the City's annexation service plan, which service plan shall be considered a binding, and mutually agreed upon, contractual obligation between the City and the Owner.

**10.2 Zoning of Property.** The City shall contemporaneously with, or as soon as is practicable after, the annexation of the Property, consider zoning the Property consistent with the Development Standards, Concept Plan, and applicable provisions of this Agreement. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property as contemplated by this Section 10.2. The City will not require the Owner to submit a formal zoning application, and any fees shall be waived, in order to proceed with zoning the Property as contemplated by this Section 10.2.

**10.3 Dissolution of the District.** Upon annexation of Property into the City and zoning of the Property consistent with Section 10.2 of this Agreement, the District shall be dissolved.

**ARTICLE XI**  
**DEVELOPMENT**

**11.1 Full Compliance with City Standards.**

(a) When not in conflict with the terms and conditions of this Agreement, the development of the Property shall be subject to the City Regulations in effect on the Effective Date of this Agreement.

(b) Development and use of the Property, including, without limitation, the construction, installation, maintenance, repair, and replacement of all buildings and all other improvements and facilities of any kind whatsoever on and within the Property, shall be in compliance with the Development Standards, the Concept Plan, both as attached in *Exhibit D* and *Exhibit C* and applicable City Regulations in effect on the Effective Date of this Agreement, and as they may from time to time be amended by a final plat.

**11.2 Replat.** The Owner may submit a replat for all or any portion of the Property. Any replat shall be in general conformance with the Concept Plan.

**11.3 Vested Rights.** This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code, and the City does not waive any defenses that it may have under Chapter 245, 212, or 43 of the Texas Local Government Code, or under any other provision at law.

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

**11.5 Conflicts.** In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control.

## **ARTICLE XII** **DEVELOPMENT PROCESS AND CHARGES**

**12.1 Plat Review Fees.** Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's preliminary and final plat review and approval process (the "**Plat Review Fees**") according to the fee schedule adopted by the City Council and in effect at the time of platting. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

**12.2 Plan Review and Permit Fees.** Development of the Property shall be subject to payment to the City of the reasonable fees and charges applicable to the City's review of plans and specifications and issuance of permits (including building permits) for construction of the Authorized Improvements (the "**Plan Review and Permit Fees**") according to the fee schedule adopted by the City Council at the time plan review and permit issuance. The fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

**12.3 Inspection Fees.** Development of the Property shall be subject to the payment to the City of inspection fees (the “**Inspection Fees**”), according to the fee schedule adopted by the City Council at the time of the inspection. The inspection fee schedule applicable to the Property shall be uniformly applicable to all development within the corporate limits of the City.

**12.4 No Waiver of Impact Fees.** Nothing in this Agreement waives or reduces in any manner the City’s Impact Fees applicable to the Property, or the development of the Property, which fees shall be assessed at the time of final plat approval and collected concurrent with and as a pre-condition to the issuance of any building permit.

**12.5 No Park Fees.** Except to the extent that such matters are contained within the City’s Plat Review Fees, Plan Review and Permit Fees, Inspection Fees, Impact Fees, and PID-related fees, the City waives, relinquishes, and releases any right it might have under a current or future City Regulation or state law to: (1) assess, levy, or collect fees for park, recreation, and open space facilities and purposes in connection with the development of the Property; and (2) require one or more dedications of land for such purposes in lieu of assessing, levying, and collecting such fees for park recreation, and open space facilities.

**12.6 INDEMNIFICATION AND HOLD HARMLESS.** THE OWNER (INCLUDING FOR PURPOSES HEREOF ANY SUCCESSOR THERETO OR ASSIGNEE THEREOF, INCLUDING, WITHOUT LIMITATION, A PURCHASER OF ANY PORTION OF THE PROPERTY) AGREES TO RELEASE, DEFEND, HOLD HARMLESS, AND INDEMNIFY THE CITY FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, JUDGEMENTS, DAMAGES, AND DEMANDS (TOGETHER, “**CLAIMS**”) AGAINST THE CITY, INCLUDING REASONABLE ATTORNEY’S FEES AND OTHER COSTS, ARISING OUT OF THE NEGLIGENCE OF THE OWNER IN CONNECTION WITH THE DESIGN OR CONSTRUCTION OF ANY INFRASTRUCTURE, STRUCTURE, OR OTHER FACILITIES OR IMPROVEMENTS THAT ARE REQUIRED OR PERMITTED BY THE CITY REGULATIONS OR ANY OTHER GOVERNING REGULATIONS AND THAT ARE DEDICATED OR OTHERWISE CONVEYED TO THE CITY.

**ARTICLE XIII**  
**WATER AND WASTEWATER SERVICE AND ROADWAY IMPROVEMENTS**

**13.1 Water Facilities.** The Owner shall have full responsibility at its sole cost for designing and constructing the on-site and off-site water facilities as shown on *Exhibit E* (together with and including the acquisition, at its sole cost, subject to Section 11.4, of any and all easements in or fee simple title to land to provide for and to accommodate such water facilities) that will serve the Property (the “**Water Facilities**”). The Owner must design and construct the Water Facilities in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, the Development Standards attached as *Exhibit D*, and in compliance with this Agreement. The Water Facilities may be constructed in phases, but shall be adequate to meet City standards for each phase and be built in a manner compliant with the requirements of the PID Act (if applicable) relating to special benefit conferred to each assessed property. The Owner shall convey the Water Facilities to the City at no cost to the City upon written acceptance of the Water Facilities by the City in the form of the Certification for Payment as shown as **Exhibit G**.

**13.2 Sanitary Sewer Facilities.** The Owner shall have full responsibility at its sole cost for designing and constructing the on-site and off-site sewer facilities as shown on *Exhibit E* (together with and including the



acquisition, at its sole cost, subject to Section 11.4, of any and all easements in or fee simple title to land to provide for and to accommodate such sewer facilities) that will serve the Property (the “**Sewer Facilities**”). The Owner, at its sole cost, shall pay to the City the Project’s pro rata share of the “Regional Wastewater Line,” as defined in the Agreement Regarding Wholesale Wastewater Treatment Service dated effective August 27, 2004, executed by the City, Kingsborough Municipal Utility District No. 1, Kingsborough Municipal Utility District No. 2, Kingsborough Municipal Utility District No. 3, Kingsborough Municipal Utility District No. 4, and Kingsborough Municipal Utility District No. 5 (the “**Wholesale Wastewater Treatment Service Agreement**”), to be collected by the City pursuant to paragraph 3.6 of the Wholesale Wastewater Treatment Service Agreement. The City, in turn, shall reimburse 2219 Kaufman Partners, L.P., the amount collected by the City from the Owner. The Owner must design and construct the Sewer Facilities including: all sewer transmission and distribution system(s) necessary to provide continuous and adequate service to customers in the Property in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, the Development Standards attached as *Exhibit D*, and in compliance with this Agreement. The Sewer Facilities may be constructed in phases but shall be adequate to meet City standards for each phase and be built in a manner compliant with the requirements of the PID Act (if applicable) relating to special benefit conferred to each assessed property. The Owner shall convey the Sewer Facilities to the City at no cost to the City upon written acceptance of the Sewer Facilities by the City in the form of the Certification for Payment as shown on *Exhibit G*. The ultimate connection of the sewer service shall be to the North Texas Municipal Water District Lower East Fork System.

### **13.3 Retail Water and Wastewater Service to the Property.**

(a) Upon the release of the Property from CCN 10846 and issuance of PID Bonds by the City, the Owner and the City will take all necessary measures to ensure that the City obtains the CCN for retail water service to the Property;

(b) The Owner agrees that the City may obtain the CCN for retail water service to the Property at any time after the Effective Date and prior to the dissolution of the District pursuant to Section 10.3 of this Agreement;

(c) The Owner, the District, and the City shall take all necessary measures to ensure that the City obtains a CCN to provide wastewater service to the Property; and

(d) Prior to the construction of the Water Facilities, the sale of the initial series of PID Bonds, the levy of any Assessments or use of monies in the TIRZ Fund as described in Section 9.2 of this Agreement, the Owner shall, or cause Forney Acquisitions (or its successors and assigns under the Waterline Cost Participation Agreement) to, transfer to the City all rights of Forney Acquisitions (or its successors and assigns under the Waterline Cost Participation Agreement) to a portion of the transmission capacity in the "24-Inch Water Line" as defined and described in the Waterline Cost Participation Agreement, in compliance with, and subject to the satisfaction of all conditions under, the Waterline Cost Participation Agreement and any related agreements. In connection therewith, the City, the Owner, Forney Acquisitions and all other necessary parties shall execute agreements or amendments to existing agreements to accomplish such transfer.

**13.4 Roadway Improvements.** The Owner shall have full responsibility at its sole cost for designing and constructing the roadway improvements as shown on *Exhibit E* (together with and including the acquisition, at its sole cost, subject to Section 11.4, of any and all easements in or fee simple title to land to provide for and to accommodate such roadway improvements) that will serve the Property (the “**Roadway Improvements**”).

Owner must design and construct the Roadway Improvements in compliance with all statutory and regulatory requirements, including design and construction criteria and specifications of the City, the Development Standards attached as *Exhibit D*, and in compliance with this Agreement. The Roadway Improvements may be constructed in phases, but shall be adequate to meet City standards for each phase and be built in a manner compliant with the requirements of the PID Act (if applicable) relating to special benefit conferred to each assessed property. The Owner shall convey the Roadway Improvements to the City at no cost to the City upon written acceptance of the Roadway Improvements by the City in the form of the Certification for Payment as shown as *Exhibit G*.

### **13.5 Traffic Impact Analysis.**

(a) To ensure that off-site roadways have the necessary added capacity to accommodate the traffic from development of the Property, Owner at its sole expense shall pay for and have performed a Traffic Impact Analysis (“**Polo Ridge TIA**”) by a Texas licensed professional engineer or Texas registered engineering firm. The Polo Ridge TIA shall be reviewed and approved in writing by the City to be finalized no later than 90 days following the Effective Date of this Agreement for purposes of identifying the nature and timing of improvements and their costs for the following existing or planned off-site roadways:

- (1) the intersection of FM 2757 and FM 740; and
- (2) both sides of Kelly Road along the southern boundary of the Property.

(b) The Owner agrees, at the Owner’s sole cost, to timely construct in a good and workmanlike manner all roadway and other improvements recommended by the Polo Ridge TIA within such time frames as are recommended by the City-approved Polo Ridge TIA. The Owner, at the Owner’s sole cost, shall be responsible for all right-of-way acquisitions, subject to Section 11.4, and utility relocation expenses incurred in connection with all such roadway and other improvements. The Owner, at the Owners’ sole cost, shall coordinate and obtain approval from the Texas Department of Transportation for all alterations and improvements to FM 2757 and FM 740 prior to construction. The Owner agrees that no certificate of occupancy for a specific phase of the Property shall be filed or processed by the City unless the Owner has completed all roadway and other improvements recommended by the City approved Polo Ridge TIA to be constructed as of the date of the filing of such application. The Owner hereby expressly waives any claims that the City’s failure to accept or process plat applications pending timely completion of construction of roadway and other improvements as recommended by the City-approved Polo Ridge TIA constitutes a violation of statutory, contractual or constitutional rights, including any claims for damages.

(c) Following Phase I of the Project as depicted on the Concept Plan, every subsequent preliminary plat or final plat application shall be accompanied by an updated City-approved Polo Ridge TIA prepared by the same firm or engineer as the original City-approved Polo Ridge TIA, at the Owner’s expense, unless waived in writing by the City.

(d) The Owner shall make all roadway improvements at such times as indicated based on the City-approved Polo Ridge TIA, as such study is updated from time to time upon the filing of preliminary or final plats. In addition, the Owner shall be responsible for all costs associated with such roadway improvements. Should the State of Texas opt to improve roadways specifically required by the City-approved Polo Ridge TIA for the Project, the Owner shall be obligated to fund the City’s share of such roadway improvement costs, including right-of-way acquisition and utility relocation. The Owner may request that the City construct the roadway improvements

required by the City-approved Polo Ridge TIA. If the City in its sole discretion agrees to construct the roadway improvements required by the City-approved Polo Ridge TIA, the City and the Owner shall enter into an escrow agreement upon terms reasonably acceptable to the City which terms shall include the requirement for the Owner to escrow funds to pay for and the City to construct the necessary roadways. The amount placed in escrow shall be determined factoring in cost escalations and shall include the cost of right-of-way acquisitions and utility relocation expenses. Should the State of Texas opt to improve roadways required by the City-approved Polo Ridge TIA that the City and the Owner agreed would be constructed by the City, then the City may use the escrow funds to fund the City's share of such roadway improvement costs, including right-of-way acquisitions and utility relocation expenses.

**ARTICLE XIV**  
**TERM**

The term of this Agreement shall be 36 years after the Effective Date unless terminated by mutual written agreement of the Owner and the City, or terminated by either Party pursuant to a right to terminate expressly set forth in this Agreement (“**Term**”). The Term may be extended by mutual written agreement of the Owner and the City. The Term shall not be affected by any full purpose annexation pursuant to Article X.

**ARTICLE XV**  
**DORMANCY; SUSPENSION; EVENTS OF DEFAULT; REMEDIES**

**15.1 Expiration of Permits.**

(a) Any permit secured pursuant to this Agreement shall expire two years from the date it is issued if no progress has been made toward completion of the Project as defined by Chapter 245 of the Local Government Code. In the event the permit expires, neither the Owner nor any person authorized by the Owner shall perform any work for which the permit was originally issued without filing a new permit application and complying with the City Regulations in effect on the date of application as permitted by law.

(b) The Project shall expire five years from the Effective Date if no progress has been made towards completion of the Project as defined by Chapter 245 of the Local Government Code. In the event the Project expires, neither the Owner nor any person authorized by the Owner shall perform any work on the Project without filing a new permit application and complying with the City Regulations in effect on the date of application as permitted by law.

**15.2 Temporary Suspension of Certain Development Rights.**

(a) The Parties have entered into this Agreement with the expectation that the Owner will diligently and faithfully develop the Project as shown on the Concept Plan in *Exhibit C* in a timely manner so that the Property shall become a future asset to the City of Mesquite and so that the Project provides an impetus for further development within the City’s municipal limits in Kaufman County. In addition to the remedies for and with respect to the expiration of permits provided in Section 15.1 and the other remedies of this Article XV, the Owner’s rights to develop the Project shall be temporarily suspended, subject to restoration, if any of the following events occur:

- (1) The Owner fails or refuses, on or before the second anniversary of the Effective Date, to make a good-faith effort to provide complete submittal to the City for a preliminary plat for Phase I as shown on the Concept Plan attached as *Exhibit C* in accordance with the City Regulations; or
- (2) The Owner fails or refuses, no later than 24 months after the Planning and Zoning Commission approves a preliminary plat, to make a good-faith attempt to file with the City a complete application for a permit necessary to begin the installation of infrastructure facilities designed to serve Phase I of the Project as depicted on the Concept Plan attached as *Exhibit C*; or
- (3) At any time, the Project expires pursuant to City Code Section 1-17, et seq. and Chapter 245 of the Local Government Code, because the Owner fails or refuses to make progress toward completion of the Project as defined by Chapter 245 of the Local Government Code.

(b) Upon the occurrence of any of the events in this Section 15.2, the Owner's rights to further develop the Property shall be temporarily suspended, and parts of the Property that have not been developed in accordance with this Agreement may not be used or further developed for any purpose except for agricultural uses unless the Owner's development rights for those parts of the Property are reinstated as follows:

- (1) The Owner may submit a written petition to the Director or the City Manager to reinstate the Owner's rights to further develop and use the Property in accordance with the last-approved Concept Plan. With the petition, the Owner may, but is not required, to propose a new or modified Concept Plan, along with any proposed changes to this Agreement. Within fifteen (15) calendar days of receipt of the petition, the Director or the City Manager shall transmit the Owner's petition for reinstatement, with recommendation, to the City Council for action at its next meeting.
- (2) The City Council may, in its sole discretion, either (i) restore in full the Owner's rights under this Agreement for those parts of the Property that have not been developed, subject only to conditions to ensure timely performance; or (ii) approve or approve with modifications the Owner's petition that includes a new or modified Concept Plan or any other proposed changes to the Agreement, subject to and with the consent of the Owner to any other conditions that the City Council deems appropriate; or (iii) deny the petition.

(c) If the City Council fails to act upon the petition within one hundred twenty (120) days following the City's receipt of the petition, the Owner may terminate this Agreement. The Parties may extend the time for City Council action by mutual agreement.

(d) In the event the Owner fails or refuses to file a petition for reinstatement of rights within six months after the occurrence of any of the events enumerated in Subsection (a) of this Section and Notice to the Owner that details the specific occurrence of an event enumerated in Subsection (a) of this Section, the City, on its own volition, may notify the Owner in writing that the City Council shall hold a hearing to determine whether, in its sole discretion, the development rights of the Owner shall be restored in accordance with this Section 15.2, and that if such rights are not restored, that the Owner may terminate this Agreement.

**15.3 Events of Default.** No Party shall be in default under this Agreement until Notice is provided in accordance with Section 18.2 herein, of the alleged failure of such Party to perform has been given in writing

(which Notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written Notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the Notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured, subject to Section 18.15. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within 30 days after it is due.

**15.4 Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT AND PREVENT OWNER FROM RECEIVING ANY REIMBURSEMENTS DUE AND OWED TO OWNER UNDER THIS AGREEMENT, ANY CONSTRUCTION, FUNDING, AND ACQUISITION AGREEMENT, OR ANY REIMBURSEMENT AGREEMENT.

**15.5 Cessation of Compliance.** As a matter of law, a city by contract cannot bind its current or future city councils in the exercise of the council’s legislative discretion or the performance of its legislative functions, which include the zoning of property, the establishment of PIDs and TIRZs, the levying of assessments, and the issuance of bonds. Nonetheless, the Owner has spent a substantial sum to negotiate, implement, and comply with this Agreement and Owner expects and relies on the City to take appropriate actions to zone the Property, create the PID and TIRZ, levy the Assessments, and subsequently issue PID Bonds that are described in this Agreement. If the current or a future City Council of the City does not zone the Property as described in this Agreement, does not establish or operate the PID or the TIRZ as described in this Agreement, does not levy the Assessments, or issue PID Bonds as described in this Agreement, then Owner shall have no further obligation to comply with any of the terms of this Agreement, other than Section 18.13, until such time as the City Council takes appropriate actions to have the City resume compliance with its obligations under this Agreement. If the City resumes its compliance with its obligations under this Agreement, the Owner shall have up to 90 days to resume its compliance with this Agreement. Notwithstanding the provisions of this Section 15.5, the Owner shall continue to be obligated to comply with all Owner Continuing Disclosure Agreement, Landowner Agreements, reimbursement agreements and any other agreements to which the Owner is a party.

**ARTICLE XVI**  
**ASSIGNMENT AND ENCUMBRANCE**

**16.1 Assignment.**

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. Owner and any Assignee have the right (from time to time) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement to any person or entity (an “Assignee”) (a) without City consent, but with Notice to the City, if the Assignee is a lienholder or an affiliate or related entity of Owner; or (b) with the City Manager’s prior written consent (which consent shall not be unreasonably withheld if the Assignee demonstrates financial ability to perform), if to any other person or entity. If the City Manager fails to provide the Owner or Assignee with a written objection to an assignment request

within thirty (30) days of receiving a request pursuant to clause (b), then the assignment shall be automatically deemed approved by the City. Any receivables due under this Agreement, any construction funding agreement, any reimbursement agreement (pursuant to Section 372.023(d-1) of the Texas Local Government Code), or any TIRZ agreement may be assigned by Owner without the consent of, but upon written Notice to the City in accordance with Section 18.2 of this Agreement and as allowed. Owner may also collaterally assign the PID and or TIRZ receivables as collateral for any development loan, and Owner may execute such documents and contracts as necessary to effectuate such loans or financings, without the consent, but with Notice, to the City. An Assignee shall be considered a “Party” for the purposes of this Agreement. From and after such assignment, the City agrees to look solely to the Assignee for the performance of all obligations assigned to the Assignee and agrees that Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Assignee’s failure to perform the assigned obligations. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. Owner shall maintain written records of all assignments made by Owner to Assignee, including a copy of each executed assignment and the Assignee’s notice information as required by this Agreement, and, upon written request from the City, any Party or Assignee, shall provide a copy of such records to the requesting person or entity.

**16.2 Assignment by the City.** The City shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, without the prior written approval of Owner.

**16.3 Encumbrance by Owner and Assignees.** Owner and Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of (a) their respective lenders without the consent of, but with prompt written notice to, the City, and (b) to any person or entity with the City Manager’s prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the City Manager fails to provide the Owner or Assignee with a reasonable written objection to a collateral assignment request with thirty (30) days of receiving such request, then the collateral assignment shall be automatically deemed approved by the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender’s interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure, not to be unreasonably withheld, offered by the lender as if offered by the defaulting Party. A lender is not a party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

**16.4 Encumbrance by City.** The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner’s prior written consent.

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

**16.6 Notice of Assignment.** Notwithstanding anything to the contrary in this Agreement, the following requirements shall apply in the event that the Owner sells, assigns, transfers, or otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Owner must provide written Notice of same to the City;
- (b) the Notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the Notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance;
- (d) the Notice must be signed by a duly authorized person representing the Owner.

## **ARTICLE XVII** **RECORDATION AND ESTOPPEL CERTIFICATES**

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

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

## **ARTICLE XVIII** **ADDITIONAL PROVISIONS**

**18.1 Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into

this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

**18.2 Notices.** All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a “**Notice**”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective and considered as having been properly given as follows: (a) on or after the 3rd business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested in a postage paid envelope addressed to the intended recipient at the address set forth below (or at such address as hereafter changed as provided for below); (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person provided such delivery is evidenced by a receipt signed by the person to whom the Notice is addressed. For purposes of giving Notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party’s address for notice purposes by giving the other Parties at least fifteen (15) days prior written notice of such change of address in the manner set forth in this Section 18.2:

To the City:                   Attn: Cliff Keheley  
  Mesquite City Manager  
  PO Box 850137  
  Mesquite, TX 75185-0137

With a copy to:               Attn: B.J. Smith  
  Mesquite City Attorney  
  PO Box 850137  
  Mesquite, TX 75185-0137

To the Owner:                 Attn: Mehrdad Moayedi  
  BDMR Development, L.L.C.  
  1800 Valley View Lane  
  Suite 300  
  Farmers Branch, Texas 75234

With a copy to:               Attn: Travis Boghetich  
  Boghetich Law, PLLC  
  1800 Valley View Lane  
  Suite 300  
  Farmers Branch, Texas 75234  
  E-mail: travis.boghetich@gmail.com

To the District:               Attn: Ross Martin  
  Winstead PC  
  500 Winstead Building  
  2728 N. Harwood Street  
  Dallas, Texas 75201



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

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

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

**18.5 Authority and Enforceability.** The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, Notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

**18.6 Entire Agreement.** This Agreement, including its exhibits and documents executed in accordance with the Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

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

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

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

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

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

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

Exhibit A	Depiction of the Property
Exhibit B	Metes and Bounds Description of the Property
Exhibit C	Concept Plan
Exhibit D	Development Standards
Exhibit E	Authorized Improvements
Exhibit F	Home Buyer Disclosure Program
Exhibit G	Certification for Payment Form

**18.13 Home Buyer Disclosures.** The Owner shall comply with the Home Buyer Disclosure Program and shall deed restrict the Property by recording the deed restrictions in the real property records of Kaufman County, which provides notifies owners of Property of the obligations set forth in the Home Buyer Disclosure Program.

**18.14 Governmental Powers; Waivers of Immunity.** By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement and only to the extent as provided by Section 271.151 et seq. of the Texas Local Government Code.

**18.15 Force Majeure.** Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care. Notwithstanding the foregoing, a force majeure does not include any financial or economic hardship, changes in market or economic conditions, or insufficiency of funds.

**18.16 Amendments.** This Agreement, including all Exhibits to this Agreement, except as provided in Section 4.1 and Exhibit F and Exhibit G, cannot be modified, amended, or otherwise varied, except in writing signed by the City and Owner expressly amending the terms of this Agreement.

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

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

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

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

**18.21 Proportionality.**

(a) The Parties agree that the dedication or construction of public improvements, and/or the contributions of development fees, provided for in this Agreement are roughly proportional to the nature and extent of the proposed development of the Property on the City’s public facilities systems. Owner further agrees that the City may expressly rely upon the provisions of this Section 18.21 in any certification under Texas Local Government Code Section 212.904, and that a court in determining rough proportionality may consider all of the Property.

**(b) OWNER HEREBY COVENANTS NOT TO SUE the City for any claim, or assert any cause of action against the City at law or in equity, or otherwise consent to participate in any action against the City, arising from any claim by the Owner or by its affiliates, alleging that application of the construction, dedication or fee requirements set forth in this Agreement to the development of the Property, or the imposition of conditions to a plat application for a portion of the Property that are consistent with the existing requirements of the City Regulations, are not roughly proportional to the impacts of the development depicted in the Concept Plan, including but not limited to any action premised upon Texas Local Gov’t Code Chapter 212.904, as amended, or any successor statute, or that such application of the construction, dedication or fee requirements violate Texas Local Gov’t Code Chapter 395, as amended, or any successor statute. Such covenant not to sue touches and concerns the Property, and is a covenant running with the land such that it binds successors in interest and assigns of Owner. As used in this Agreement, the term “affiliate” means any person, corporation, partnership, or other entity controlled by, controlling, or under common control with Owner.**

(c) Should Owner or any affiliate, successor-in-interest, or assign of Owner violate the covenant not to sue contained in this Section 18.21, the City may enforce the covenant not to sue, subject to Section 15.4 of this Agreement, by any remedy available at law or in equity including, without limitation, an action under the

Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief and/or the City may enforce the indemnity by Owner and its affiliates, successors-in-interest, and assigns more fully set forth in Section 18.21(d) below, such remedies being expressly made cumulative. Should a court declare the covenant not to sue unenforceable in whole or in part, Owner and its affiliates, successors-in-interest, and assigns agree that the City may enforce the indemnity by Owner and its affiliates, successors-in-interest, and assigns more fully set forth in Section 18.21(d) below.

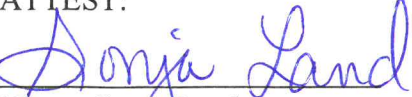
(d) Should Owner or any affiliate, successor-in-interest, or assign of Owner assert in a court of competent jurisdiction any of the claims set forth in Section 18.21(b) in violation of this Section 18.21, with respect to development of any portion of the Property, **the party asserting such claim shall indemnify, hold harmless and reimburse the City, its agents, employees, successors, and assigns against all costs, damages, expenses, attorney’s fees or other liabilities resulting from claims arising out of any breach of this Section 18.21, including but not limited to claims asserting that the City’s application of the standards and provisions of this Agreement requiring dedication, construction or contribution of fees for public facilities and services is not roughly proportional to the impacts of development of the Property or any part thereof, including expressly any claims premised on Texas Local Gov’t Code Section 212.904, as amended, or any successor statute, or any claims brought pursuant to Texas Local Gov’t Chapter 395, as amended, or any successor statute.**

(e) The covenants, terms, provisions and agreements of the Owner and its affiliates, successors-in-interest, and assigns contained in Section 18.21 of this Agreement shall expressly survive the expiration, termination or dormancy of this Agreement, subject to Section 15.4.

**18.22 Covenant Not to Create Water Control and Improvement District.** The Owner covenants and agrees that a water control and improvement district for the Property was never created and the Owner further agrees not to take any action in furtherance of the creation of a water control and improvement district for the Property during the Term of this Agreement.

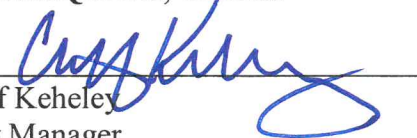
Executed by the Owner, the District and the City to be effective on the Effective Date.

ATTEST:



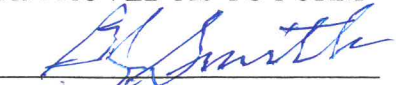
Name: Sonja Land  
Title: City Secretary

CITY OF MESQUITE, TEXAS

By: 

Name: Cliff Keheley  
Title: City Manager  
Date: 4-12-18

APPROVED AS TO FORM

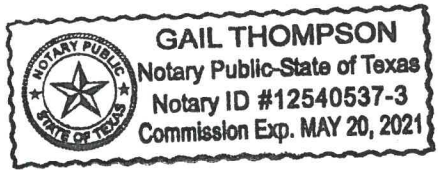


City Attorney or his Designee

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

This instrument was acknowledged before me on the 12 day of April, 2018 by Cliff Keheley, the City Manager of the City of Mesquite, Texas, a home-rule municipality, on behalf of said home rule municipality.

Gail Thompson  
Notary Public, State of Texas



BDMR DEVELOPMENT, LLC,  
a Texas limited liability company

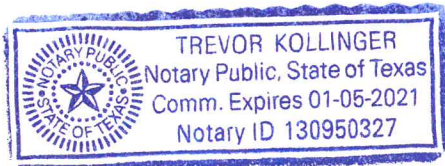
By: MMM Ventures, LLC,  
a Texas limited liability company  
Its Manager

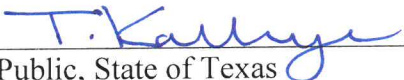
By: 2M Ventures, LLC,  
a Delaware limited liability company  
Its Manager

By:   
Name: Mehrdad Moayedi  
Its: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 6 day of March, 2018 by Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of BDMR Development, LLC, a Texas limited liability company on behalf of said company.



  
Notary Public, State of Texas

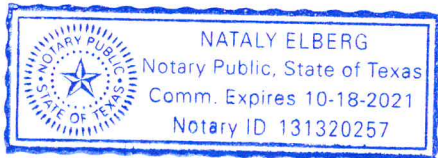
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**Polo Ridge Fresh Water Supply District of Kaufman County,**  
a political subdivision

By: Lillian Painter  
Name: Lillian Painter  
Title: President  
Date: 03/30/18

STATE OF TEXAS §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 30 day of March, 2018 by Lillian Painter,  
President of Polo Ridge Fresh Water Supply District of Kaufman County, a political subd., on behalf of said  
entity.



[Signature]  
Notary Public, State of Texas





Exhibit B  
Legal Description of the Development

**FIELD NOTES**  
**Forney Acquisitions, L.P.**  
**(822.1 Acre Tract)**

**BEING** a tract or parcel of land situated in the Andrew Nail Survey, Abstract No. 355, the V. Herd Survey, Abstract No. 235, and the S.L. Woolridge Survey, Abstract No. 594, Kaufman County, Texas, and being part of that tract of land described in a Deed to Forney Acquisitions L.P., as recorded in Volume 2603, Page 292 of the Official Public Records of Kaufman County, Texas, and being more particularly described as follows:

**BEGINNING** at a point for corner in the Southwesterly line of F.M. Highway No. 2757 (a variable width right-of-way), said point being the most Northerly Northeast corner of a tract of land described in a Deed to Kathlena Kelly Sanders, per Deed recorded in Volume 1348, Page 252 of the Deed Records of Kaufman County, Texas;

**THENCE** in a Southeasterly direction, along the Southwesterly line of said F.M. Highway No. 2757, and along a non-tangent curve to the left having a central angle of 05 degrees 05 minutes 39 seconds, a radius of 5779.58 feet, a chord bearing of South 49 degrees 06 minutes 43 seconds East, a chord distance of 513.69 feet, and an arc length 513.86 feet to a concrete monument found for corner;

**THENCE** along the Southwesterly line of said F.M. Highway No. 2757 as follows:

South 51 degrees 25 minutes 16 seconds East for a distance of 215.11 feet to a concrete monument found for corner;

South 42 degrees 32 minutes 14 seconds East for a distance of 309.76 feet to a concrete monument found for corner;

South 50 degrees 16 minutes 50 seconds East for a distance of 254.13 feet to a concrete monument found for corner;

South 62 degrees 55 minutes 48 seconds East for a distance of 125.71 feet to a point for corner;

South 47 degrees 23 minutes 49 seconds East for a distance of 306.97 feet to a concrete monument found for corner;

South 53 degrees 46 minutes 08 seconds East for a distance of 101.75 feet to a concrete monument found for corner;

South 45 degrees 41 minutes 40 seconds East for a distance of 2153.23 feet to a concrete monument found for corner;

South 45 degrees 07 minutes 18 seconds East for a distance of 3376.01 feet to a concrete monument found for corner at the beginning of a curve to the right;

Southeasterly, along said curve having a central angle of 13 degrees 33 minutes 53 seconds, a radius of 1095.92 feet, a chord bearing of South 38 degrees 20 minutes 22 seconds East, a chord distance of 258.85 feet and an arc length of 259.46 feet to a point for corner in the center of Kelly Road, said point being the most Northerly East corner of the above cited Forney Acquisitions tract;

**THENCE** South 44 degrees 15 minutes 13 seconds West departing the Southwesterly line of said F.M. Highway No. 2757, along the Southeasterly line of said Forney Acquisitions tract, and along

the center of said Kelly Road, for a distance of 2543.09 feet to a 5/8" iron rod found for corner at an angle point in said road;

**THENCE** South 12 degrees 26 minutes 22 seconds East along the center of said Kelly Road, and along the Southeasterly line of said Forney Acquisitions tract, for a distance of 638.25 feet to a 1/4" iron rod found for corner at an angle point in said road;

**THENCE** South 18 degrees 10 minutes 39 seconds West along the center of said Kelly Road, and along the Southeasterly line of said Forney Acquisitions tract, for a distance of 350.54 feet to a 1/4" iron rod found for corner at an angle point in said road;

**THENCE** South 25 degrees 07 minutes 52 seconds West along the center of said Kelly Road, and along the Southeasterly line of said Forney Acquisitions tract, for a distance of 642.84 feet to a 1/2" iron rod found for corner at an angle point in said road;

**THENCE** South 31 degrees 18 minutes 55 seconds West along the center of said Kelly Road, and along the Southeasterly line of said Forney Acquisitions tract, for a distance of 1148.50 feet to a 60d nail found for corner at an angle point in said road;

**THENCE** South 02 degrees 53 minutes 11 seconds West along said Kelly Road, and along the Southeasterly line of said Forney Acquisitions tract, for a distance of 696.69 feet to a point for corner in the Northwesterly line of a tract of land described as the Second Tract in a Deed to Patrick C. Kelly, as recorded in Volume 1348, Page 265 of the Deed Records of Kaufman County, Texas;

**THENCE** South 43 degrees 34 minutes 26 seconds West along the Northwesterly line of said Patrick C. Kelly tract, for a distance of 610.80 feet to a point for corner at the beginning of a non-tangent curve to the left;

**THENCE** in a Northwesterly direction, along said non-tangent curve to the left having a central angle of 12 degrees 45 minutes 15 seconds, a radius of 5280.00 feet, a chord bearing of North 77 degrees 00 minutes 40 seconds West, a chord distance of 1172.90 feet and an arc length of 1175.33 feet to a point for corner;

**THENCE** North 22 degrees 07 minutes 18 seconds West for a distance of 229.66 feet to a point for corner;

**THENCE** North 15 degrees 31 minutes 26 seconds East for a distance of 897.27 feet to a point for corner;

**THENCE** North 56 degrees 00 minutes 43 seconds West for a distance of 522.03 feet to a point for corner;

**THENCE** North 00 degrees 17 minutes 14 seconds West for a distance of 1020.90 feet to a point for corner;

**THENCE** North 50 degrees 02 minutes 20 seconds East for a distance of 580.28 feet to a point for corner;

**THENCE** North 00 degrees 40 minutes 22 seconds West for a distance of 734.00 feet to a point for corner;

**THENCE** North 43 degrees 59 minutes 00 seconds West for a distance of 733.19 feet to a point for corner;

**THENCE** North 46 degrees 57 minutes 11 seconds West for a distance of 1764.06 feet to a point for corner;

**THENCE** North 78 degrees 58 minutes 22 seconds West for a distance of 1035.02 feet to a point for corner;

**THENCE** North 01 degrees 09 minutes 09 seconds West for a distance of 3089.05 feet to a point for corner in the Southeasterly line of a tract of land conveyed to Jeffrey Ralph Hughs and Sonja W. Hughs, per Deed recorded in Volume 1628, Page 260 of the Official Public Records of Kaufman County, Texas;

**THENCE** North 39 degrees 39 minutes 19 seconds East along the Southeasterly line of said Hughs tract, for a distance of 345.05 feet to a capped 5/8" inch iron rod found for corner at the most Easterly corner of same;

**THENCE** North 53 degrees 07 minutes 28 seconds West along the Northeasterly line of said Hughs tract, for a distance of 198.08 feet to a capped 5/8" inch iron rod found for corner at the most Easterly Northeast corner of same, said point also being the most Southerly corner of a tract of land conveyed to George Brian Holy, per Deed recorded in Volume 1194, Page 822 of the Deed Records of Kaufman County, Texas;

**THENCE** North 44 degrees 58 minutes 09 seconds East along the Southeasterly line of said Holy tract, and along the Southeasterly line of another tract of land conveyed to George Brian Holy, per Deed recorded in Volume 1131, Page 813 of the Deed Records of Kaufman County, Texas, for a distance of 497.28 feet to a point for corner;

**THENCE** along the Northeasterly line of said Holy tract recorded in Volume 1131, Page 813 as follows:

North 40 degrees 51 minutes 02 seconds West for a distance of 461.48 feet to a fence corner post for corner;

North 22 degrees 24 minutes 05 seconds West for a distance of 97.80 feet to a fence corner post for corner;

North 34 degrees 10 minutes 55 seconds East for a distance of 111.31 feet to a fence corner post for corner at the most Northerly Southeast corner of said Holy tract, said point also being in the Southwesterly line of a tract of land conveyed to D.P. Newton, et ux, per Deed recorded in Volume 616, Page 566 of the Deed Records of Kaufman County, Texas;

**THENCE** South 73 degrees 11 minutes 17 seconds East along the Southwesterly line of said Newton tract, for a distance of 633.21 feet to a wooden monument found for corner;

**THENCE** South 43 degrees 23 minutes 12 seconds East along the Southwesterly line of said Newton tract, for a distance of 194.48 feet to a 3/8" inch iron rod found for corner at the most Southerly corner of same;

**THENCE** North 44 degrees 08 minutes 49 seconds East along the Southeasterly line of said Newton tract, passing a 3/8" iron rod found for the most Southerly Northeast corner of same and the most Southerly corner of the above cited Kathlena Kelly Sanders tract at a distance of 494.03 feet, and continuing along the Southeasterly line of said Sanders tract for a total distance of 683.75 feet to a 1/2" inch iron rod found for corner at the most Southerly Northeast corner of said Sanders tract;

**THENCE** North 45 degrees 18 minutes 32 seconds West along the Northeasterly line of said Sanders tract, for a distance of 297.17 feet to a point for corner;

**THENCE** North 44 degrees 09 minutes 32 seconds East along the Southeasterly line of said Sanders tract, for a distance of 464.46 feet to the **POINT OF BEGINNING**, and containing 822.1 acres of land.



EXHIBIT D  
Development Standards

**I. General**

1. **Definitions and Interpretations.** The definitions of the Mesquite Zoning Ordinance shall apply.
2. **Conflicts with Property Restrictions.** The Concept Plan and the Development Standards shall control the use and development of all land and structures within the Property. In the event of a conflict as to the use of property with any applicable private covenants, conditions or restrictions, the more restrictive provision shall control. In the event of a conflict as to, without limitation, lot configuration, building disposition, or the design of any structure or Authorized Improvements, the Concept Plan and Development Standards shall control unless waived by the City Manager, which denial of waiver may be appealed to the City Council.
3. **Conflicts with Kaufman County Regulations.** In the event of any conflict between the Concept Plan, including these Development Standards, and the City Regulations, the Concept Plan and these Development Standards shall control.

[4-5 Reserved]

**II. Standards**

6. **Allowed Uses of the Property.** The following uses are permitted-by-right on the Property under the conditions established in the Mesquite Zoning Ordinance:
  - a. **Main Uses.**
    - Single Family Detached Dwelling – Conventional Dwelling
    - Crop Production
    - Utility Facilities
    - Public Golf Courses, Playgrounds, and Parks
    - Elementary and Secondary Schools
    - Libraries
    - Residential Care Facility – Family Home
    - Museums, Art Galleries (Public)
    - Arboreta, Botanical Gardens (Public)
    - Churches
    - Public Safety Facilities
    - Child Day Care Center

Community/Recreation Room (Private)  
 Membership Sports and Recreation Clubs  
 Water Pump Station & Storage Facilities  
 Sanitary Sewer Collection Facilities  
 Amenity Center  
 Sales Office  
 Recreational Sports Fields  
 Equestrian Facilities

b. Accessory Uses.

Accessory Structures (Private)  
 Parking (Private)  
 Gardening (Private)  
 Home Occupations  
 Home Day Care  
 Yard/Garage Sales  
 Keeping of Pets (Private)  
 Keeping Horses and Ponies (Private)  
 Refuse Containers (Private)  
 Landscape Irrigation Systems  
 Ponds  
 Pools

7. **Lot and Building Standards.** There will be five Lot Types used for development of Single Family Residence detached uses: ETJ-1A, ETJ-125, ETJ-100, ETJ-80 and ETJ-60. The minimum living area for all single-family structures shall be 2,500 square feet. The maximum height for all single-family structures shall not exceed 35 feet, or 2.5 stories, whichever is less. There will be one Lot Type used for non-residential development: ETJ-NR. Lot widths shall be measured at the Building Line. All lot types shall be included regarding special garage setbacks.

a. Single Family Residence detached uses on Lot Type ETJ-1A shall comply with the standards of Table D1:

Table D1: Lot Type ETJ-1A			
		Minimums:	
Configuration	Lot size	43,560 square feet	Or as approved on the preliminary plat, whichever is the greater If a twenty-four (24') foot slip road is utilized for the five (5) lots fronting onto FM 2757 the Fifty (50) standard front setback will apply.
	Lot width	150 feet	
	Lot depth	200 feet	
Disposition	Front (except FM 2757)	Standard: 50 feet	
	Front on FM 2757	Standard: 100 feet	
	Exterior side	30 feet	
	Interior side	15 feet	
	Rear	50 feet	



- b. Single Family Residence detached uses on Lot Type ETJ-125 shall comply with the standards of Table D2:

Table D2: Lot Type ETJ-125			
		Minimums:	
Configuration	Lot size	17,500 square feet	Or as approved on the preliminary plat, whichever is the greater
	Lot width	125 feet	
	Lot depth	140 feet	
Disposition	Front	Standard: 30 feet	
	Exterior side	30 feet	
	Interior side	10 feet	
	Rear	20 feet	

- c. Single Family Residence detached uses on Lot Type ETJ-100 shall comply with the standards of Table D3:

Table D3: Lot Type ETJ-100			
		Minimums:	
Configuration	Lot size	12,000 square feet	Or as approved on the preliminary plat, whichever is the greater
	Lot width	100 feet	
	Lot depth	120 feet	
Disposition	Front	Standard: 30 feet	
	Exterior side	30 feet	
	Interior side	10 feet	
	Rear	20 feet	

- d. Single Family Residence detached uses on Lot Type ETJ-80 shall comply with the standards of Table D4:

Table D4: Lot Type ETJ-80			
		Minimums:	
Configuration	Lot size	8,800 square feet	Or as approved on the preliminary plat, whichever is the greater
	Lot width	80 feet	
	Lot depth	110 feet	
Disposition	Front	Standard: 20 feet	
	Exterior side	15 feet	
	Interior side	5 feet	
	Rear	15 feet	

- e. Single Family Residence detached uses on Lot Type ETJ-60 shall comply with the standards of Table D5:

Table D5: Lot Type ETJ-60			
		Minimums:	
Configuration	Lot size	7,200 square feet	Or as approved on the preliminary plat, whichever is the greater
	Lot width	60 feet	
	Lot depth	110 feet	
Disposition	Front	Standard: 20 feet	
	Exterior side	10 feet	
	Interior side	5 feet	
	Rear	15 feet	

f.

Garage Setbacks. The percentage of garage setbacks allowed in the development for all single family lot types as follows:

Maximum of 50% of single family lots may have J-Swing Drive garage entries.

Maximum of 20% of single family lots may have a two foot setback from the front building façade.

Maximum of 20% of single family lots may have a four foot setback from the front building façade.

Maximum of 20% of single family lots may have a six foot setback from the front building façade.

Minimum of 10% of single family lots shall have twenty (20) foot setback from the front building façade.

g. All non-residential uses, development and structures on the Property shall be subject to site plan review and approval by the Director or City Council in accordance with standards established in the Mesquite Zoning Ordinance and the City's Community Appearance Manual.

8. **Lot Mix.** Lots in the Property shall be distributed by lot type in accordance with the following table:

Lot Type	Number of Lots	Percentage of total lots
ETJ 1-Acre	95	9.35%
ETJ-125	55	5.41%
ETJ 100	142	13.98%
ETJ-80	336	33.07%
ETJ-60	388	38.19%
<b>Total Number of Lots</b>	<b>1,016</b>	

9. **Buffers, Fencing and Screenwalls.** Development of the Property shall include rural sight buffers of not less than thirty (30) feet in width where the Property abuts FM 2757 (except where Lots ETJ-1A front on FM 2757 as shown on the Concept Plan) and not less than thirty (30) feet in width where the Lots ETJ-60 abut Kelly Road (as located on the Concept Plan).
- a. The rural sight buffers shall be landscaped with a staggered tree line and xeriscape plant materials. The buffers shall be contained within an easement, and in addition to the tree line and other landscaping may consist of berms and other components specified in Section 21 where site constraints allow. A preliminary landscape plan, specific to the rural landscaped buffer areas, will be submitted to the City Manager, prior to installation, to allow for review of the plan as to general compliance with the intent of the Concept Plan. Existing site constraints will be taken into consideration when reviewing the preliminary landscape plan.
  - b. A continuous, flat-top, wrought iron or powder coated tubular steel fence with a uniform height of between six to eight feet shall separate the buffer and all adjoining Lots. The fence may include openings at points of public pedestrian or bicycle passage.
  - c. For Lots ETJ-1A that front on FM 2757, any fencing between the building line of any structure and FM 2757 shall consist only of wrought-iron or powder coated tubular steel with a minimum height of six feet and a maximum height of eight feet. Gates at driveways may include decorative wrought iron or powder coated tubular steel extensions that exceed maximum height.
  - d. When used within the Property, screenwalls shall be constructed of decorative, long-span precast concrete in accordance with City of Mesquite General Design Standards dated February 5, 2015, as amended.
  - e. No fence or screenwall may obstruct flow along a drainage way.
10. **Entry Monumentation.** Each street used for ingress to the Property from either FM2757 or Kelly Road shall include a Neighborhood Designation monument sign or equivalent and appropriately scaled monumentation approved by the City Manager, which denial of approval may be appealed to the City Council.
11. **Anti-Monotony.** No front elevation of a single-family structure, including its mirror image, shall be repeated any more often than once every eight (8) lots. Prior to obtaining the first building permit for a single-family structure, a builder shall submit to the City for review and approval by the Planning and Zoning Commission a palette of proposed elevations and façade materials indexed by floor plan. Each building permit application shall identify by index number the floor plan and elevation of the structure to be built.
12. **Exterior Fire Resistant Construction.** The standards of the Mesquite Zoning Ordinance shall apply. For Lots ETJ-60, ETJ-80, ETJ-100 and ETJ-125, which back up to FM 2757 or Kelly Road, the rear façade shall consist of 100% architectural-faced, unitized masonry.

A builder on Lots ETJ-60 may request a reduction in the requirements of this Section when submitting elevations and façade materials to the Planning and Zoning Commission for approval in accordance with Section 11. The decision of the Commission may be appealed to City Council.

[13-15 Reserved]

### **III. Phasing**

**16. Phasing of Development.** The Project shall generally be developed according to the phasing sequence shown on the Concept Plan. The lot mix within each phase is intended to prevent overdevelopment of any one lot type during build-out of the Property. Modifications to each phasing sequence's actual size, number of actual lots or the lot mix within each phase shall only be subject to amendment upon approval by the City Council if altered by greater than ten percent (10%).

[17-20 Reserved]

### **IV. Infrastructure**

**21. Utility Facilities and Easements.** All utilities, except transformers and necessary above-ground appurtenances not exceeding four feet in height, shall be placed underground. Except as provided herein, easements for all private or franchised utility facilities shall be located outside any easements or rights-of-way granted or dedicated to, or acquired by, the City, and shall not interfere with the City's use or access to its easements and rights-of-way. Whether located on private property or property common to the development, transformers shall be effectively screened from view from the public street in a manner approved by the Director or the City.

- a. The Owner shall dedicate to the City easements within the Property at the buffer widths prescribed in Section 9, which shall immediately abut and be parallel to the southwest right-of-way line of FM 2757 and the north right-of-way line of Kelly Road. The entirety of such easements shall be shown on and proposed for dedication to public use on each final plat of the Property, which uses shall include, without limitation:
  - i. Buffers, Fencing and Screen walls as required by Section 9;
  - ii. City water and sanitary sewer;
  - iii. Entry monumentation of Section 10; and
  - iv. Such private or franchised utilities that the City or State of Texas may authorize from time to time;
- b. The underlying fee shall be held by the homeowners association as common property, and said association shall be responsible for maintenance of all berms, landscaping, amenities and monumentation installed within the easement, save and except those improvements expressly dedicated to and accepted by the City.

- 22. Improvements to Kelly Road; Connectivity.** A minimum of two permanent street connections shall be constructed from Kelly Road into the Project at points shown on the concept plan. Improvements to Kelly Road shall be timed to be completed in a manner that provides unfettered access for fire apparatus to each section or phase of the Development adjacent to Kelly Road as shown below. The improvements adjacent to each section or phase shall be completed prior to the City performing a final inspection on the first dwelling unit within that section of the Development. Until such improvements are completed, the City shall have no obligation to perform a final inspection on any dwelling unit within that section of the Development, and the Owner shall not permit any person to occupy any dwelling within said section or phase.
- 23. Temporary Dead-Ends.** New streets in a phase of the Property may temporarily dead end at a boundary of that phase without the requirement of a temporary turnaround if the dead end is located within 150 feet of an intersection. Type III barricades shall be installed at the end of pavement with signage required by the TMUTCD.
- 24. Barrier Free Ramps and Sidewalks.** Barrier free ramps located at all intersections shall be constructed by the Developer concurrently with street construction in accordance with TAS/ADAAG standards, as amended. Sidewalks will be constructed by the Developer in accordance with TAS/ADAAG standards, as amended, if the sidewalk fronts on a lot owned by a homeowners' association, a common area, or along a main entry street. Sidewalks will be constructed by homebuilders in accordance with TAS/ADAAG standards, as amended, if the sidewalk fronts a residential lot.
- 25. Specific to Phase I.** The following regulations apply only to the 49 Lots ETJ-1A shown in Phase I of the Project on the Concept Plan:
- a. All residential rural pavements shall be a minimum of 6 inches thick using 3600-psi reinforced concrete with #4 bars on 18 inches centers both ways on a subgrade as approved by Geo-technical engineer. The width shall not be less than twenty-six (26'), thickened edge to thickened edge, with no curbs in a fifty (50') foot Right-of-Way or access easement, if private. No continuous borrow ditch is required if lots drain from front to rear. Where a continuous borrow ditch is necessary, due to lots draining to street, the Right-of-Way shall be sixty-five (65') in width. No maintenance strip shall be required. Borrow ditch shall carry the 100-year storm event, have a side slope of 4:1 max., a minimum slope of one (1%) percent, velocity of 6fps. max., 3' deep max., driveway culverts installed by a homebuilder shall be RCP with SET headwall without bars and the top of the ditch shall be no closer than 5' to the edge of pavement.
  - b. The maximum rural cul-de-sac length may not exceed 1,800 linear feet to conform with the Concept Plan and the paved cul-de-sac turnaround at the end shall have a ninety-five (95') foot diameter within a one-hundred-fifteen (115') right-of way or access easement, on a private street (in accordance with the 2015 International Fire Code).
  - c. The five (5) ETJ-1A lots as shown on the Concept Plan that face onto FM2757 shall be allowed to have five (5) individual separate driveway access points onto FM2757 if

approved by TxDOT permits or a twenty-four (24') foot wide common slip fire lane/access road shall be provided with two (2) points of ingress/egress onto FM2757 on which individual driveways will connect, which will provide turnaround ability to prevent backing onto FM 2757.

- d. Sidewalks 4-feet in width, as per the Subdivision Ordinance dated April 21, 2003, shall be located in the street right-of-way (not adjacent to curb) or adjacent in an easement provided that sidewalks shall not be required where an 8-foot trail is provided on one side of a street within the street right-of-way or an access/utility easement or is adjacent for connectivity.
- e. Water Distribution and Sanitary Sewer Collection Systems.

Water Distribution and Sanitary Sewer Collection Systems must be designed and approved per City codes and standards. All water mains shall provide adequate fire flows. The water mains serving the 49 one acre lots in Phase 1 may be dead end mains initially and looped with future phases. For the 49 one-acre lots in Phase 1, a temporary sanitary sewer collection system (pump & haul) acceptable to the Texas Commission on Environmental Quality may be approved by the City, provided the temporary sanitary sewer collection system accommodates future connection to the City gravity sanitary sewer collection system. The purpose is to allow building permits to be achieved on the one acre lots, should they be ready, prior to the remainder of Phase I. Approval of the above pump and haul system shall not be unreasonably withheld. Portions of the Sanitary Sewer System, where necessary due to topography, may be located in rear or side yards of lots, in easements.

- f. The runoff coefficient shall not exceed 0.50 for drainage computations.

**26. Overall Development.** The following regulations apply to the overall Project, including the 49 Lots ETJ-1A of Phase I referenced in Section 25. As pertains to such lots, in the event of a conflict between the regulations of Section 25 and this Section 26, the regulations of Section 25 shall govern.

**a. Streets and Rights-of-Ways.**

- i. Typical residential streets shall be 27 feet wide (as measured from back of curb to back of curb), 6-inch thick, 3,600 psi reinforced concrete with #4 bars on 18-inch centers both ways (in accordance with the Subdivision Ordinance dated April 21, 2003) on a subgrade as approved by Geo-technical engineer. Mountable curbs shall be allowed in the development with City Manager approval, which denial of approval may be appealed to the City Council.
- ii. The maximum cul-de-sac length may not exceed 1,000 linear feet, provided that the paved cul-de-sac turnaround at the end shall have a ninety-five (95') foot diameter within an one hundred-fifteen (115) foot right-of-way, or access easement, on private streets, in accordance with the 2015 International Fire Code.

- iii. The maximum typical residential street block length shall not exceed 2,300 linear feet before a curve deflection to conform to the Concept Plan and to work with the existing site topography. The maximum typical rural residential street block length shall not exceed 1,800 linear feet before a curve deflection to conform to the Concept Plan and work with the existing site topography.
- iv. There shall be no requirement for alleys within the entire development.
- v. Street slopes shall not be less than 0.60% or greater than 10% without staff approval.
- vi. Sidewalks 4-feet in width, as per the Subdivision Ordinance dated April 21, 2003, shall be located in the street right-of-way (not adjacent to curb) or adjacent in an easement provided that sidewalks shall not be required where an 8-foot trail is provided on one side on a street within the street right-of-way or an access/utility easement or is adjacent for connectivity.

**b. Drainage**

- i. All streets, except rural, shall be designed for the 100 year storm event. The depth of flow in all residential streets shall not exceed 8" deep or right-of-way to right-of-way, whichever is less. All streets shall be constructed at or above the 100-year flood plain elevation.
- ii. Lot Grading Plans shall be submitted to the City Manager for approval, which denial of approval may be appealed to the City Council. The finish floor elevation of the residential slab is allowed to be below the top of street curb elevation as long as all interior lot finish invert grades, including driveway PVI point to garage, carrying drainage are a minimum of two feet below the corresponding finish floor slab elevation and sufficient carrying capacity is shown to provide a minimum of 1 foot of freeboard. Lot to lot drainage is allowed in this entire development, defined as one lot draining to another.
- iii. New open drainage channels/waterways shall be allowed to carry storm drainage, **for any size drainage watershed, with no minimum size requirement**, within this overall development. Existing waterways shall also be allowed to remain where warranted by site conditions to convey storm drainage with no minimum size drainage watershed. The design shall provide one (1') foot of freeboard above the ultimate 100 year storm. Erosion control measures, velocity dissipation and vegetation shall be utilized where necessary to maintain velocities not exceeding eight (8) fps. A fifteen (15') accessible maintenance strip will be provided on one side. A drainage easement will be provided and dedicated to the HOA for maintenance.
- iv. Private storm sewer systems may be used to pick up localized drainage within lots, open space areas, etc. and may consist of HDPE pipe with pre-fab grate or

y-inlets and finally connected to the proposed City storm system or open drainage water ways. These will be private systems with easements dedicated to the HOA for maintenance.

- v. Delineated flood plain is to be reclaimed as part of this development. New streets in the reclaimed areas shall be set so the top of the proposed inlet elevation is a minimum of one (1') foot above the ultimate 100-year hydraulic grade line based on the starting elevation being the 100 year computed BFE.
- vi. One acre lots backing to the flood plain shall be allowed to have a flood plain easement within the rear unbuildable portion of the lots which shall be included in the one-acre size requirement.
- vii The runoff coefficient shall be a composite value overall including open space, etc. for each phase.



EXHIBIT E  
Authorized Improvements

**POLO RIDGE - PUBLIC IMPROVEMENT DISTRICT**  
**SUMMARY OF IMPROVEMENTS BY TYPE AND PHASE**  
 Prepared for BDMR Development, LLC  
 January 25, 2018

Expenditure Categories	PHASE 1		PHASE 2		PHASE 3		PHASE 4		PHASE 5		PHASE 6		TOTALS
1. Water	\$ 315,454	\$ -	\$ 461,105	\$ -	\$ 450,738	\$ -	\$ 392,767	\$ -	\$ 464,349	\$ -	\$ 421,259	\$ -	\$ 2,505,672
2. Sanitary Sewer	\$ 768,654	\$ -	\$ 642,955	\$ -	\$ 417,659	\$ -	\$ 329,724	\$ -	\$ 416,388	\$ -	\$ 227,168	\$ -	\$ 2,802,546
3. Storm Drainage	\$ 686,750	\$ -	\$ 704,500	\$ -	\$ 578,650	\$ -	\$ 657,400	\$ -	\$ 681,650	\$ -	\$ 663,000	\$ -	\$ 3,971,950
4. Paving	\$ 1,994,540	\$ -	\$ 1,810,841	\$ -	\$ 1,942,902	\$ -	\$ 1,584,530	\$ -	\$ 1,412,903	\$ -	\$ 1,217,990	\$ -	\$ 9,963,707
5. Grading	\$ 188,400	\$ -	\$ 777,500	\$ -	\$ 704,000	\$ -	\$ 527,500	\$ -	\$ 754,000	\$ -	\$ 1,540,000	\$ -	\$ 4,491,400
6. Soft Costs	\$ 686,086	\$ -	\$ 1,036,222	\$ -	\$ 942,422	\$ -	\$ 938,628	\$ -	\$ 902,799	\$ -	\$ 654,027	\$ -	\$ 5,160,184
7. Erosion Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Landscaping and Irrigation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Amenity Center	\$ 170,000	\$ -	\$ 180,000	\$ -	\$ 215,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Contingency (5%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 4,809,884</b>	<b>\$ -</b>	<b>\$ 5,613,123</b>	<b>\$ -</b>	<b>\$ 5,251,371</b>	<b>\$ -</b>	<b>\$ 4,596,549</b>	<b>\$ -</b>	<b>\$ 4,822,089</b>	<b>\$ -</b>	<b>\$ 4,333,443</b>	<b>\$ -</b>	<b>\$ 30,026,458</b>

Expenditure Categories	PHASE 1		PHASE 2		PHASE 3		PHASE 4		PHASE 5		PHASE 6		TOTALS
1. Water	\$ 211,050	\$ -	\$ 197,400	\$ -	\$ 182,700	\$ -	\$ 194,250	\$ -	\$ 178,500	\$ -	\$ 107,100	\$ -	\$ 1,071,000
2. Sanitary Sewer	\$ 130,650	\$ -	\$ 122,200	\$ -	\$ 113,100	\$ -	\$ 247,750	\$ -	\$ 110,500	\$ -	\$ 204,000	\$ -	\$ 928,200
3. Storm Drainage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Paving	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Grading	\$ 1,558,725	\$ -	\$ 2,730,121	\$ -	\$ 2,714,120	\$ -	\$ 1,486,375	\$ -	\$ 2,219,620	\$ -	\$ 1,079,700	\$ -	\$ 11,788,661
6. Soft Costs	\$ 109,507	\$ -	\$ 216,784	\$ -	\$ 130,832	\$ -	\$ 114,680	\$ -	\$ 172,150	\$ -	\$ 116,531	\$ -	\$ 860,484
7. Erosion Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Landscaping and Irrigation	\$ 2,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000
9. Amenity Center	\$ 85,000	\$ -	\$ 190,000	\$ -	\$ 155,000	\$ -	\$ 100,000	\$ -	\$ 125,000	\$ -	\$ 85,000	\$ -	\$ 740,000
10. Contingency (5%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 4,094,932</b>	<b>\$ -</b>	<b>\$ 3,456,505</b>	<b>\$ -</b>	<b>\$ 3,295,752</b>	<b>\$ -</b>	<b>\$ 2,143,055</b>	<b>\$ -</b>	<b>\$ 2,805,770</b>	<b>\$ -</b>	<b>\$ 1,592,331</b>	<b>\$ -</b>	<b>\$ 17,368,345</b>

Expenditure Categories	PHASE 1		PHASE 2		PHASE 3		PHASE 4		PHASE 5		PHASE 6		TOTALS
1. Water	\$ 2,948,538	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,948,538
2. Sanitary Sewer	\$ 1,201,703	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,201,703
3. Storm Drainage	\$ 796,650	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 796,650
4. Paving	\$ 683,147	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 683,147
5. Grading	\$ 951,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 951,000
6. Conn. To NTMWD (Mabry)	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800,000
7. Soft Costs	\$ 1,262,401	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,262,401
8. Landscaping and Irrigation	\$ 1,626,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,626,850
9. Contingency (5%)	\$ 320,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 320,000
<b>TOTALS:</b>	<b>\$ 11,590,288</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 11,590,288</b>

THIS EOPC HAS BEEN PREPARED BASED ON THE CONCEPT PLAN AND LIMITED PRELIMINARY ENGINEERING INFORMATION. IT SHOULD BE USED FOR LIMITED PROJECT EVALUATION PURPOSES ONLY. ONCE PRELIMINARY ENGINEERING DESIGN IS PREPARED, THIS ESTIMATE SHALL BE RE-EVALUATED AND MAY BE REVISED BASED ON UPDATED DESIGN AND UNIT PRICES. THIS RE-EVALUATION OF THE EOPC SHALL CONTINUE THRU FINAL DESIGN OF EACH PHASE.



USA Professional Services Group, Inc.

TBPE Registered Firm No. F-1845  
 David M. Schnurbusch, PE - FASCE  
 (214) 882-3198

**POLO RIDGE - PUBLIC IMPROVEMENT DISTRICT**

Located in the City of Mesquite - ETJ  
 Prepared For Centurion American Development

**POLO RIDGE - PHASE ONE**  
 ENGINEERS REPORT - ESTIMATE OF PROBABLE COST

31-Jan-18

**PHASE 1**

172.10 ACRES  
 201 LOTS

**ROADWAY IMPROVEMENTS - PHASE 1**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
1	Concrete Street Pavmt - 8" - 3600 psi w/6"	SY	37.00			11,028.00	\$ 408,036.00					\$ 408,036.00
2	Concrete Street Pavmt - 6" - 3600 psi w/6"	SY	34.00	30,150	\$ 1,025,100.00							\$ 1,025,100.00
3	Concrete Street Pavmt - 6" - 3600 psi without Curb	SY	30.00	16,760	\$ 502,800.00							\$ 502,800.00
4	6" Lime Stabilized Subgrade	TN	3.15	60,435	\$ 189,870.25	11,624.00	\$ 36,615.60					\$ 195,485.85
5	Hydrated Lime (assume 42 lbs/sy)	TN	155.00	1,059	\$ 164,145.00	488.00	\$ 75,640.00					\$ 239,785.00
6	4" Schedule 40 PVC Irrigation Sleeves	LF	8.50	800	\$ 6,800.00	250.00	\$ 2,125.00					\$ 8,925.00
7	Barrier Free Ramps	EA	1,250.00	34	\$ 42,500.00	6.00	\$ 7,500.00					\$ 50,000.00
8	4.0' Wide Concrete Sidewalk (3000 psi) Right Turn Lane Const at Drives #5&6 Right & Left Turn at Fm 2757 & Fm 740 TIA	SF	4.60	12,680	\$ 58,328.00	4,560.00	\$ 20,930.00					\$ 79,258.00
9	Traffic Control	SY	75.00			1,300.00	\$ 97,500.00					\$ 97,500.00
10	Street Header	LF	12.00	480	\$ 5,760.00	1.00	\$ 5,000.00					\$ 10,760.00
11	Connect to EX Concrete Header	EA	15.00	0	\$ -							\$ 0.00
12	Connect to EX Asphalt Pavement 2" Asphalt Overlay (Price controlled market oil prices)	EA	1,500.00	4	\$ 6,000.00	1.00	\$ 1,500.00					\$ 7,500.00
13	Traffic Striping TIA	LS	5,000.00	0	\$ -							\$ 0.00
14	Thermoplastic Pavmt Markers TIA	LF	5.00			1.00	\$ 5,000.00					\$ 5,000.00
15	8" Thermoplastic Pavmt Arrows TIA	EA	100.00			2,000.00	\$ 10,000.00					\$ 10,000.00
16	Street Signs, Stop Signs Mounted and Installed	EA	650.00	20	\$ 13,000.00	8.00	\$ 800.00					\$ 13,800.00
17	Barricade	LF	33.00	189	\$ 6,237.00							\$ 6,237.00
				PAVING TOTALS \$		1,994,540.25	\$ 557,346.60	\$ 128,800.00				\$ 2,677,886.85
				GRADING IMPROVEMENTS - PHASE 1								
DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS				
No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
1	Uncl. Street/Block Excavation	CY	\$2.00	0.00	\$ -	0.00	\$ -	375,000.00	\$ 750,000.00			\$ 750,000.00

**PAVING**

**GRADING**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS	
				Quantity	PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	IMP Cost		
2	Uncl. Street Exc. to Fill Major Entry Road and ROW grading	CY	\$2.25	0.00	\$ -	268,000.00	\$ -	603,000.00	0.00	\$ -	0.00	\$ -	\$603,000.00
3	Initial Lot Benching	EACH	\$200.00	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	201.00	\$ 40,200.00	\$40,200.00
4	Final Lot Benching	EACH	\$250.00	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	201.00	\$ 50,250.00	\$50,250.00
5	Clear, Strip & Grub Overall Phase 1 Site	ACRE	\$1,200.00	157.00	\$ 188,400.00	15.00	\$ 18,000.00	0.00	\$ -	0.00	0.00	\$ -	\$206,400.00
6	Add. Undercut for Moisture Conditioning on Lots	CY	\$1.50	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	274,000.00	\$ 411,000.00	\$411,000.00
7	Moisture Conditioning of all Lot Pad Material	CY	\$0.45	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	324,000.00	\$ 145,800.00	\$145,800.00
8	Install HDPE Barrier (6Mil.) on Each Lot Pad	SF	\$0.08	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	1,230,000.00	\$ 98,400.00	\$98,400.00
9	1' Fill Cover over each Pad after Barrier Install	EACH	\$75.00	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	201.00	\$ 15,075.00	\$15,075.00
10	Demo & Hauloff Ex. Houses, Barns & Sheds, etc	LS	\$40,000.00	0.00	\$ -	1.00	\$ 40,000.00	0.00	\$ -	0.00	0.00	\$ -	\$40,000.00
11	Mucking of Existing Cattle Tank	EACH	\$5,000.00	0.00	\$ -	2.00	\$ 10,000.00	0.00	\$ -	0.00	0.00	\$ -	\$10,000.00
12	Lake Excavation	CY	\$2.00	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	0.00	\$ -	\$0.00
13	Fine Clearing of Open Space	LS	\$10,000.00	0.00	\$ -	1.00	\$ 10,000.00	0.00	\$ -	0.00	0.00	\$ -	\$10,000.00
14	New Overflow Channel Excavation	CY	\$1.85	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	0.00	\$ -	\$0.00
15	Disposal of Unsuitable Vegetative Material	LS	\$5,000.00	0.00	\$ -	1.00	\$ 5,000.00	0.00	\$ -	0.00	0.00	\$ -	\$5,000.00
16	Stockpile Topsoil & Respread	CY	\$1.00	0.00	\$ -	100,000.00	\$ 100,000.00	0.00	\$ -	0.00	0.00	\$ -	\$100,000.00
17	Blk Ret. Wall OS (10'-15') Weeps & Post Holes	SF	\$24.00	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	0.00	\$ -	\$0.00
18	Grav. Ret. Wall Lots (2' - 6') Weeps & Post Holes	SF	\$12.00	0.00	\$ -	0.00	\$ -	-	0.00	\$ -	4,000.00	\$ 48,000.00	\$48,000.00
19	Erosion Control	LS	\$165,000.00	0.00	\$ -	1.00	\$ 165,000.00	0.00	\$ -	0.00	0.00	\$ -	\$165,000.00
GRADING TOTALS				\$	188,400.00	\$	951,000.00	\$	-	\$	1,558,725.00	\$	\$2,698,125.00

**WATER IMPROVEMENTS - PHASE 1**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				Quantity	PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	IMP Cost	
1	Install 24" x 18" TS&V in Conc. Vault with SCATA	EACH	\$193,200.00	0.00	\$ -	0.00	\$ -	1.00	\$ 193,200.00	0.00	\$ -	\$193,200.00
2	Dry Bore 1-20 with 30" Steel Encasement Pipe	LF	\$403.00	0.00	\$ -	0.00	\$ -	400.00	\$ 161,200.00	0.00	\$ -	\$161,200.00
3	18" PVC Water Main with Embedment	LF	\$80.00	0.00	\$ -	0.00	\$ -	9,400.00	\$ 752,000.00	0.00	\$ -	\$752,000.00
4	18" Butterfly Valve	EACH	\$7,475.00	0.00	\$ -	0.00	\$ -	10.00	\$ 74,750.00	0.00	\$ -	\$74,750.00
5	Install Fill Level Control Valve in Conc. Vault	EACH	\$20,700.00	0.00	\$ -	1.00	\$ 20,700.00	0.00	\$ -	0.00	\$ -	\$20,700.00
6	Const. 600,000 Gal. Cap. Conc. Dome GSR	LS	\$740,600.00	0.00	\$ -	1.00	\$ 740,600.00	0.00	\$ -	0.00	\$ -	\$740,600.00

WATER

No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PID IMP Cost	ONSITE MAJOR PID IMP Quantity	ONSITE MAJOR PID IMP Cost	OFFSITE MAJOR PID IMP Quantity	OFFSITE MAJOR PID IMP Cost	DEVELOPER IMP Quantity	DEVELOPER IMP Cost	OVERALL DEV COSTS
7	Const. Pump Bldg. w/2-350gpm Horiz Pumps etc	LS	\$460,000.00	0.00	\$ -	1.00	\$ 460,000.00		\$ -		\$ -	\$460,000.00
8	12" PVC Water Main with Embedment	LF	\$30.00		\$ -	12,700.00	\$ 381,000.00		\$ -		\$ -	\$381,000.00
9	12" Gate Valve	EACH	\$2,200.00		\$ -	27.00	\$ 59,400.00		\$ -		\$ -	\$59,400.00
10	6" Gate Valve	EACH	\$926.00		\$ -	13.00	\$ 12,038.00		\$ -		\$ -	\$12,038.00
11	Fire Hydrant Assembly	EACH	\$3,650.00		\$ -	13.00	\$ 47,450.00		\$ -		\$ -	\$47,450.00
12	Cast Iron Fittings	TN	\$4,500.00		\$ -	5.00	\$ 22,500.00		\$ -		\$ -	\$22,500.00
13	Concrete Blocking	CY	\$100.00		\$ -	60.00	\$ 6,000.00		\$ -		\$ -	\$6,000.00
14	Chlorination & Pressure Testing	LF	\$1.00		\$ -	12,700.00	\$ 12,700.00		\$ -		\$ -	\$12,700.00
15	Traffic Control	LS	\$5,000.00		\$ -	1.00	\$ 5,000.00		\$ -		\$ -	\$5,000.00
16	8" PVC Water Main with Embedment	LF	\$20.00	8510.00	\$ 170,200.00		\$ -		\$ -		\$ -	\$170,200.00
17	8" Gate Valve	EACH	\$1,200.00	28.00	\$ 33,600.00		\$ -		\$ -		\$ -	\$33,600.00
18	6" Gate Valve	EACH	\$926.00	19.00	\$ 17,594.00		\$ -		\$ -		\$ -	\$17,594.00
19	Fire Hydrant Assembly	EACH	\$3,650.00	19.00	\$ 69,350.00		\$ -		\$ -		\$ -	\$69,350.00
20	Cast Iron Fittings	TN	\$4,200.00	3.00	\$ 12,600.00		\$ -		\$ -		\$ -	\$12,600.00
21	Concrete Blocking	CY	\$100.00	36.00	\$ 3,600.00		\$ -		\$ -		\$ -	\$3,600.00
22	Chlorination & Pressure Testing	LF	\$1.00	8510.00	\$ 8,510.00		\$ -		\$ -		\$ -	\$8,510.00
23	Water Service	EACH	\$1,050.00		\$ -		\$ -	201.00	\$ 211,050.00		\$ -	\$211,050.00
				WATER TOTALS	\$ 315,454.00		\$ 1,767,388.00		\$ 1,181,150.00		\$ 211,050.00	\$3,475,042.00

SANITARY SEWER IMPROVEMENTS - PHASE 1

No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PID IMP Cost	ONSITE MAJOR PID IMP Quantity	ONSITE MAJOR PID IMP Cost	OFFSITE MAJOR PID IMP Quantity	OFFSITE MAJOR PID IMP Cost	DEVELOPER IMP Quantity	DEVELOPER IMP Cost	OVERALL DEV COSTS
1	15" PVC Gravity Sanitary Sewer Main	LF	\$52.00		\$ -	5,250.00	\$ 273,000.00		\$ 273,000.00		\$ -	\$273,000.00
2	5.0' Diameter Sealed Manhole	EACH	\$5,980.00		\$ -	10.00	\$ 59,800.00		\$ 59,800.00		\$ -	\$59,800.00
3	Premium for Extra Depth	LF	\$8.00		\$ -	5,250.00	\$ 42,000.00		\$ 42,000.00		\$ -	\$42,000.00
4	Connection to Mustang NTMWD Regional Manhole	EACH	\$15,000.00		\$ -	1.00	\$ 15,000.00		\$ 15,000.00		\$ -	\$15,000.00
5	System Testing & TV	LF	\$1.25		\$ -	5,250.00	\$ 6,562.50		\$ 6,562.50		\$ -	\$6,562.50
6	Trench Safety	LF	\$0.30		\$ -	5,250.00	\$ 1,575.00		\$ 1,575.00		\$ -	\$1,575.00
7	15" PVC Gravity Sanitary Sewer Main	LF	\$52.00		\$ -	9,550.00	\$ 496,600.00		\$ -		\$ -	\$496,600.00
8	5.0' Diameter Sealed Manhole	EACH	\$5,980.00		\$ -	18.00	\$ 107,640.00		\$ -		\$ -	\$107,640.00
9	Premium for Extra Depth	LF	\$8.00		\$ -	4,500.00	\$ 36,000.00		\$ -		\$ -	\$36,000.00
10	System Testing & TV	LF	\$1.25		\$ -	9,550.00	\$ 11,937.50		\$ -		\$ -	\$11,937.50
11	Trench Safety	LF	\$0.30		\$ -	9,550.00	\$ 2,865.00		\$ -		\$ -	\$2,865.00
12	8" PVC Gravity Sanitary Sewer Main	LF	\$19.00		\$ -	4,950.00	\$ 94,050.00		\$ -		\$ -	\$94,050.00
13	4.0' Diameter Sealed Manhole	EACH	\$4,000.00		\$ -	11.00	\$ 44,000.00		\$ -		\$ -	\$44,000.00

SANITARY SEWER

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV COSTS	
				Quantity	PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	IMP Cost		
14	System Testing & TV	LF	\$1.25		\$		\$		\$		\$	\$6,187.50	
15	Trench Safety	LF	\$0.30		\$		\$		\$		\$	\$1,485.00	
16	8" PVC Gravity Sanitary Sewer Main	LF	\$29.00	17,370.00	\$	4,950.00	\$	503,730.00	\$	1,485.00	\$	\$503,730.00	
17	4.0' Diameter Std. Manhole	EACH	\$4,000.00	57.00	\$		\$	228,000.00	\$		\$	\$228,000.00	
18	System Testing & TV	LF	\$1.25	17,370.00	\$		\$	21,712.50	\$		\$	\$21,712.50	
19	Trench Safety	LF	\$0.30	17,370.00	\$		\$	5,211.00	\$		\$	\$5,211.00	
20	Sewer Service	EACH	\$650.00		\$		\$		\$	201.00	\$	\$130,650.00	
21	TCEQ Crossing	EACH	1000	10.00	\$	3.00	\$	3,000.00	\$		\$	\$13,000.00	
SANITARY SEWER TOTALS					\$	768,653.50	\$	803,785.00	\$	397,937.50	\$	130,650.00	\$2,101,006.00
<b>DRAINAGE IMPROVEMENTS - PHASE 1</b>													
DRAINAGE													
No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		MAJOR PID IMP		OFFSITE		DEVELOPER		OVERALL DEV COSTS	
				Quantity	PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	IMP Cost		
1	6' x 6' -ASTM C-789-77 Box Culvert	LF	\$400.00		\$	600.00	\$	240,000.00	\$		\$	\$240,000.00	
2	5' x 6' -ASTM C-789-77 Box Culvert	LF	\$340.00		\$	175.00	\$	59,500.00	\$		\$	\$59,500.00	
3	36" Class III RCP	LF	\$114.00		\$	100.00	\$	11,400.00	\$		\$	\$11,400.00	
4	30" Class III RCP	LF	\$84.00		\$	550.00	\$	46,200.00	\$		\$	\$46,200.00	
5	24" Class III RCP	LF	\$66.00		\$	200.00	\$	13,200.00	\$		\$	\$13,200.00	
6	21" Class III RCP	LF	\$65.00		\$	150.00	\$	9,750.00	\$		\$	\$9,750.00	
7	18" Class III RCP	LF	\$54.00		\$	200.00	\$	10,800.00	\$		\$	\$10,800.00	
8	Y-Inlet with Concrete Apron	EACH	\$3,500.00		\$	1.00	\$	3,500.00	\$		\$	\$3,500.00	
9	10' Standard Curb Inlet	EACH	\$3,500.00		\$	6.00	\$	21,000.00	\$		\$	\$21,000.00	
10	6' x 6' 6.1 SET with Velocity Dissipators	EACH	\$5,500.00		\$	6.00	\$	33,000.00	\$		\$	\$33,000.00	
11	5' x 6' 6.1 SET with Velocity Dissipators	EACH	\$4,500.00		\$	2.00	\$	9,000.00	\$		\$	\$9,000.00	
12	21" 6.1 SET with Velocity Dissipators	EACH	\$2,500.00		\$	1.00	\$	2,500.00	\$		\$	\$2,500.00	
13	Concrete Channel Overflow	CY	\$100.00		\$	700.00	\$	70,000.00	\$		\$	\$70,000.00	
14	Grade to Drain	LF	\$12.00		\$	2,000.00	\$	24,000.00	\$		\$	\$24,000.00	
15	36" Class III RCP	LF	\$114.00		\$		\$	79,800.00	\$		\$	\$79,800.00	
16	30" Class III RCP	LF	\$84.00		\$		\$	50,400.00	\$		\$	\$50,400.00	
17	24" Class III RCP	LF	\$66.00		\$		\$	59,400.00	\$		\$	\$59,400.00	
18	36" 6.1 SET TXDOT	EACH	\$3,700.00		\$	2.00	\$	7,400.00	\$		\$	\$7,400.00	
19	30" 6.1 SET TXDOT	EACH	\$3,200.00		\$	4.00	\$	12,800.00	\$		\$	\$12,800.00	
20	24" 6.1 SET TXDOT	EACH	\$2,500.00		\$	4.00	\$	10,400.00	\$		\$	\$10,400.00	
21	Grade to Drain TXDOT Borrow Ditch	LF	\$4.00		\$	6,000.00	\$	24,000.00	\$		\$	\$24,000.00	
22	36" Class III RCP	LF	\$114.00	1,200.00	\$		\$	136,800.00	\$		\$	\$136,800.00	
23	30" Class III RCP	LF	\$84.00	1,500.00	\$		\$	126,000.00	\$		\$	\$126,000.00	
24	24" Class III RCP	LF	\$66.00	2,100.00	\$		\$	138,600.00	\$		\$	\$138,600.00	
25	21" Class III RCP	LF	\$55.00	850.00	\$		\$	46,750.00	\$		\$	\$46,750.00	
26	18" Class III RCP	LF	\$50.00	1,740.00	\$		\$	87,000.00	\$		\$	\$87,000.00	

LANDSCAPE & AMENITY CENTER

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV COSTS
				Quantity	PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	PID IMP Cost	
27	24" x 24" x 36" Precast Conc. Catch Basin	EACH	\$1,000.00	9.00	\$ 9,000.00							\$9,000.00
28	10" Standard Curb Inlet	EACH	\$3,500.00	20.00	\$ 70,000.00							\$70,000.00
29	5" Standard Curb Inlet	EACH	\$2,200.00	8.00	\$ 17,600.00							\$17,600.00
30	36" 6-1 SET with Velocity Dissipators	EACH	\$3,700.00	8.00	\$ 29,600.00							\$29,600.00
31	30" 6-1 SET with Velocity Dissipators	EACH	\$3,200.00	4.00	\$ 12,800.00							\$12,800.00
32	24" 6-1 SET with Velocity Dissipators	EACH	\$2,600.00	4.00	\$ 10,400.00							\$10,400.00
33	21" 6-1 SET with Velocity Dissipators	EACH	\$2,200.00	1.00	\$ 2,200.00							\$2,200.00
STORM SEWER TOTALS \$					686,750.00		562,450.00		244,200.00			\$1,483,400.00
LANDSCAPE & AMENITY CENTER IMPROVEMENTS - PHASE 1												
CITY AND FRANCHISE UTILITY FEES - PHASE 1					1,626,850.00							\$3,626,850.00
LANDSCAPE & AMENITY CENTER TOTALS \$												2,000,000.00
CITY AND FRANCHISE UTILITY FEES - PHASE 1												\$3,626,850.00
OVERALL DEV COSTS												\$3,626,850.00
No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	PRIVATE PID IMP Cost	OVERALL DEV COSTS
1	Preliminary Plat Review Fee - PH. 1	LS	\$4,800.00	1.00	\$ 4,800.00							\$4,800.00
2	Final Plat Review FEE PH. 1	LS	\$500.00	1.00	\$ 500.00							\$500.00
3	Plan Review Fee and Const. Permit	LS	\$18,950.00	1.00	\$ 18,950.00							\$18,950.00
3	Inspection Fee Excavation (1%)	%	1.00	1.00	\$ 785.00							\$23,700.00
4	Inspection Fee Excavation W/SS, P & D	%	4.00	4.00	\$ 129,051.00							\$402,044.00
5	Debt Service Conn. Fee to the Mustang Creek Regional Trunk Sewer to Mesquite	LS	1,800,000.00		\$ -			1.00	\$ 1,800,000.00			\$1,800,000.00
6	Street Lights and Site Power Installation	LS	\$201,000.00		\$ -			1.00	\$ 201,000.00			\$201,000.00

TOTAL CITY AND FRANCHISE FEES	\$154,086.00	\$380,669.00	\$1,926,742.00	\$19,607.00	\$2,460,994.00
ENGINEERING, SURVEYING, ETC	\$402,000.00	\$416,000.00	\$256,000.00	\$60,000.00	\$1,132,000.00
GEO-TECH AND MATERIAL TESTING	\$130,000.00	\$66,000.00	\$50,000.00	\$30,000.00	\$276,000.00
CONSTRUCTION CONTINGENCY (+5%)	\$170,000.00	\$220,000.00	\$100,000.00	\$85,000.00	\$575,000.00
THIS EOPC HAS BEEN PREPARED BASED ON THE CONCEPT PLAN AND LIMITED PRELIMINARY ENGINEERING INFORMATION. IT SHOULD BE USED FOR LIMITED PROJECT EVALUATION PURPOSES ONLY. ONCE PRELIMINARY ENGINEERING DESIGN IS PREPARED THIS ESTIMATE SHALL BE RE-EVALUATED AND MAY BE REVISED BASED ON UPDATED DESIGN AND UNIT PRICES. THIS RE-EVALUATION OF THE EPOC SHALL CONTINUE THRU FINAL DESIGN OF EACH PHASE.					
GRAND TOTAL DIRECT PID COSTS - PHASE 1	\$4,809,883.75				
GRAND TOTAL ONSITE MAJOR PID COSTS - PHASE 1		\$7,309,458.60			
GRAND TOTAL OFFSITE MAJOR PID COSTS - PHASE 1			\$4,280,829.50		
GRAND TOTAL PRIVATE PID COSTS PHASE 1				\$4,094,932.00	
OVERALL DEVELOPMENT COSTS PHASE 1					\$20,495,103.85





USA Professional Services Group, Inc.

TBPE Registered Firm No. F-1845  
David M. Schnurbusch, PE - FASCE  
(214) 882-3198

**POLO RIDGE - PUBLIC IMPROVEMENT DISTRICT**

Located in the City of Mesquite - ETJ  
Prepared For Centurion American Development

**PHASE 2**

64.65 ACRES  
180 LOTS

25-Jan-18

**POLO RIDGE - PHASE TWO**

ENGINEERS REPORT - ESTIMATE OF PROBABLE COST

**ROADWAY IMPROVEMENTS - PHASE 2**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ON-SITE		OFF-SITE		DEVELOPER		OVERALL DEV. COSTS
				PID IMP	IMP	MAJOR PID IMP	IMP	MAJOR PID IMP	IMP	Quantity	Cost	
1	Concrete Street Pavmt - 8" - 3600 psi w/6" Std Curb	SY	\$ 37.00	5,735.00	\$ 212,195.00							\$212,195.00
2	Concrete Street Pavmt - 6" - 3600 psi w/6" Std Curb	SY	\$ 34.00	31,094	\$ 1,057,196.00							\$1,057,196.00
3	Concrete Street Pavmt - 6" - 3600 psi without Curb	SY	\$ 30.00	4,800	\$ 144,000.00							\$144,000.00
4	6" Lime Stabilized Subgrade	TN	\$ 3.15	44,595	\$ 140,474.25							\$140,474.25
5	Hydrated Lime (assume 42 lbs/sy)	TN	\$ 155.00	937	\$ 145,235.00							\$145,235.00
6	4" Schedule 40 PVC Irrigation Sleeves	LF	\$ 8.50	400	\$ 3,400.00							\$3,400.00
7	Barrier Free Ramps	EA	\$ 1,250.00	30	\$ 37,500.00							\$37,500.00
8	4.0' Wide Concrete Sidewalk (3000 psi)	SF	\$ 4.60	11,460	\$ 52,716.00							\$52,716.00
10	Street Header	LF	\$ 12.00	215	\$ 2,580.00							\$2,580.00
11	Street Signs, Stop Signs Mounted and Installed	EA	\$ 650.00	13	\$ 8,450.00							\$8,450.00
12	Barricade	LF	\$ 33.00	215	\$ 7,095.00							\$7,095.00
<b>PAVING TOTALS</b>					\$ 1,810,841.25							\$1,810,841.25

**GRADING IMPROVEMENTS - PHASE 2**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ON-SITE		OFF-SITE		DEVELOPER		OVERALL DEV. COSTS
				PID IMP	IMP	MAJOR PID IMP	IMP	MAJOR PID IMP	IMP	Quantity	Cost	
1	Uncl. Street/Block Excavation	CY	\$ 2.00		\$ -					170,000.00	\$ 340,000.00	\$340,000.00
2	Uncl. Street Exc. to Fill Major Entry Road and ROW grading	CY	\$ 2.25	50,000.00	\$ 112,500.00							\$112,500.00
3	Initial Lot Benching	EACH	\$ 200.00		\$ -					188.00	\$ 37,600.00	\$37,600.00
4	Final Lot Benching	EACH	\$ 250.00		\$ -					188.00	\$ 47,000.00	\$47,000.00
5	Clear, Strip & Grub Overall Phase 2 Site	ACRE	\$ 1,200.00		\$ -					94.00	\$ 112,800.00	\$112,800.00
6	Addl. Undercut for Moisture Conditioning on Lots	CY	\$ 1.50		\$ -					188,354.00	\$ 282,531.00	\$282,531.00
7	Moisture Conditioning of all Lot Pad Material	CY	\$ 0.45		\$ -					1,020,000.00	\$ 459,000.00	\$459,000.00
8	Install HDPE Barrier (6Mil.) on Each Lot Pad	SF	\$ 0.08		\$ -					976,125.00	\$ 78,090.00	\$78,090.00
9	1' Fill Cover over each Pad after Barrier Install	EACH	\$ 75.00		\$ -					188.00	\$ 14,100.00	\$14,100.00
10	Mucking of Existing Cattle Tank	EACH	\$ 5,000.00	1.00	\$ 5,000.00						\$ -	\$5,000.00
11	Lake Excavation	CY	\$ 2.00	305,000.00	\$ 610,000.00					545,000.00	\$ 1,090,000.00	\$1,700,000.00

POLO RIDGE PHASE 2



No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT PID IMP	ONSITE MAJOR PID IMP	OFFSITE MAJOR PID IMP	DEVELOPER IMP	OVERALL DEV. COSTS
8	8" PVC Gravity Sanitary Sewer Main	LF	\$29.00	6600.00	\$	\$	\$	\$191,400.00
9	4.0' Diameter Std. Manhole	EACH	\$4,000.00	16.00	\$	\$	\$	\$64,000.00
10	System Testing & TV	LF	\$1.25	6600.00	\$	\$	\$	\$8,250.00
11	Trench Safety	LF	\$0.30	6600.00	\$	\$	\$	\$1,980.00
12	Sewer Service -	EACH	\$650.00	\$	\$	\$	\$	\$
13	TCEQ Crossing	EACH	\$1,000.00	9.00	\$	\$	\$	\$9,000.00
SANITARY SEWER TOTALS				\$	\$	\$	\$	\$745,155.00

**DRAINAGE IMPROVEMENTS - PHASE 2**

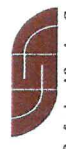
No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT PID IMP	ONSITE MAJOR PID IMP	OFFSITE MAJOR PID IMP	DEVELOPER IMP	OVERALL DEV. COSTS
1	54" Class III RCP	LF	\$200.00	575.00	\$	\$	\$	\$115,000.00
2	48" Class III RCP	LF	\$180.00	350.00	\$	\$	\$	\$63,000.00
3	36" Class III RCP	LF	\$114.00	400.00	\$	\$	\$	\$45,600.00
4	30" Class III RCP	LF	\$84.00	525.00	\$	\$	\$	\$44,100.00
5	27" Class III RCP	LF	\$66.00	600.00	\$	\$	\$	\$39,600.00
6	24" Class III RCP	LF	\$55.00	1,250.00	\$	\$	\$	\$68,750.00
7	21" Class III RCP	LF	\$55.00	1,350.00	\$	\$	\$	\$74,250.00
8	18" Class III RCP	LF	\$54.00	600.00	\$	\$	\$	\$32,400.00
9	18" HDE Pipe with Embedment	LF	\$30.00	2,150.00	\$	\$	\$	\$64,500.00
10	10' Standard Curb Inlet	EACH	\$3,500.00	24.00	\$	\$	\$	\$84,000.00
11	Grade to Drain	LF	\$12.00	2,000.00	\$	\$	\$	\$24,000.00
12	24" x 24" x 36" Precast Conc. Catch Basin	EACH	\$1,000.00	17.00	\$	\$	\$	\$17,000.00
13	27" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$2,600.00	1.00	\$	\$	\$	\$2,600.00
14	30" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$3,200.00	1.00	\$	\$	\$	\$3,200.00
15	48" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$4,500.00	1.00	\$	\$	\$	\$4,500.00
16	54" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$5,500.00	4.00	\$	\$	\$	\$22,000.00
STORM SEWER TOTALS				\$	\$	\$	\$	\$704,500.00

**CITY AND FRANCHISE UTILITY FEES - PHASE 2**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT PID IMP	ONSITE MAJOR PID IMP	OFFSITE MAJOR PID IMP	PRIVATE PID IMP	OVERALL DEV. COSTS
1	Preliminary Plat Review Fee - PH. 1	LS	\$4,800.00	1.00	\$	\$	\$	\$4,800.00
2	Final Plat Review FEE PH. 1	LS	\$500.00	1.00	\$	\$	\$	\$500.00
3	Plan Review Fee and Const. Permit	LS	\$15,000.00	1.00	\$	\$	\$	\$15,000.00
4	Inspection Fee Excavation (1%)	%	1.00	1.00	\$	\$	\$	\$1.00
5	Inspection Fee Excavation W.S.S, P & D	%	4.00	4.00	\$	\$	\$	\$16.00
6	Street Lights and Site Power Installation	LS	\$188,000.00	1.00	\$	\$	\$	\$188,000.00
TOTAL CITY AND FRANCHISE FEES				\$	\$	\$	\$	\$190,306.00
ENGINEERING, SURVEYING, ETC				\$	\$	\$	\$	\$100,000.00

POLO RIDGE PHASE 2





USA Professional Services Group, Inc.

TBPE Registered Firm No. F-1845  
David M. Schurbusch, PE - FASCE  
(214) 882-3198

**POLO RIDGE - PUBLIC IMPROVEMENT DISTRICT**

Located in the City of Mesquite - ETJ  
Prepared For Centurion American Development

**PHASE 3**

74.82 ACRES  
174 LOTS

**POLO RIDGE - PHASE THREE**  
ENGINEERS REPORT - ESTIMATE OF PROBABLE COST

25-Jan-18

**ROADWAY IMPROVEMENTS - PHASE 3**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				PID IMP	Cost	MAJOR PID IMP	Cost	MAJOR PID IMP	Cost	IMP	Cost	
1	Concrete Street Pavmt - 6" - 3600 psi w/6" Std Curb	SY	\$ 34.00	32,000	\$ 1,088,000.00							\$1,088,000.00
2	Concrete Street Pavmt - 6" - 3600 psi without Curb	SY	\$ 30.00	2,600	\$ 78,000.00							\$78,000.00
3	6" Lime Stabilized Subgrade	TN	\$ 37.200	3,115	\$ 117,180.00							\$117,180.00
4	Hydrated Lime (assume 42 lbs/sy)	TN	\$ 155.00	670	\$ 103,850.00							\$103,850.00
5	4" Schedule 40 PVC Irrigation Sleeves	LF	\$ 8.50	800	\$ 6,800.00							\$6,800.00
6	Barrier Free Ramps	EA	\$ 1,250.00	26	\$ 32,500.00							\$32,500.00
7	4.0' Wide Concrete Sidewalk (3000 psi)	SF	\$ 3,600	3,600	\$ 16,560.00							\$16,560.00
8	Street Header	LF	\$ 12.00	203	\$ 2,436.00							\$2,436.00
9	Connect to Ex Concrete Header	EA	\$ 15.00	145	\$ 2,175.00							\$2,175.00
10	Street Signs, Stop Signs Mounted and Installed	EA	\$ 650.00	16	\$ 10,400.00							\$10,400.00
11	36" - 8" - 3600psi concrete road w/ borrow ditch	LF	\$ 179.63	2,700	\$ 485,001.00							\$485,001.00
<b>PAVING TOTALS</b>					\$ 1,942,902.00							\$1,942,902.00

**GRADING IMPROVEMENTS - PHASE 3**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				PID IMP	Cost	MAJOR PID IMP	Cost	MAJOR PID IMP	Cost	IMP	Cost	
1	Uncl. Street/Block Excavation (Increased due to Haul length)	CY	\$ 2.00		\$ -					480,000.00	\$ 960,000.00	\$960,000.00
2	Initial Lot Benching	EACH	\$ 200.00		\$ -					174.00	\$ 34,800.00	\$34,800.00
3	Final Lot Benching	EACH	\$ 250.00		\$ -					174.00	\$ 43,500.00	\$43,500.00
4	Clear, Strip & Grub Overall PHASE 3 Site	ACRE	\$ 1,200.00	75.00	\$ 90,000.00							\$90,000.00
5	Addt. Undercut for Moisture Conditioning on Lots	CY	\$ 1.50		\$ -					245,000.00	\$ 367,500.00	\$367,500.00
6	Moisture Conditioning of all Lot Pad Material	CY	\$ 0.45		\$ -					966,000.00	\$ 434,700.00	\$434,700.00
7	Install HDPE Barrier (6Mil.) on Each Lot Pad	SF	\$ 0.08		\$ -					944,625.00	\$ 75,570.00	\$75,570.00
8	1' Fill Cover over each Pad after Barrier Install	EACH	\$ 75.00		\$ -					174.00	\$ 13,050.00	\$13,050.00
9	Lake Excavation	CY	\$ 2.00		\$ 572,000.00					200,000.00	\$ 400,000.00	\$972,000.00
10	Disposal of Unsuitable Vegetative Material	LS	\$ 5,000.00		\$ -					1.00	\$ 5,000.00	\$5,000.00
11	Channel Excavation	CY	\$ 2.10		\$ 42,000.00							\$42,000.00
<b>GRADING TOTALS</b>					\$ 1,942,902.00							\$1,942,902.00



No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT PID IMP	ONSITE MAJOR PID IMP	OFFSITE MAJOR PID IMP	DEVELOPER PID IMP	OVERALL DEV. COSTS
9	Trench Safety	LF	\$0.30	8925.00	\$	\$	\$	\$2,677.50
10	TCEQ Crossing	EACH	\$1,000.00	6.00	\$	\$	\$	\$6,000.00
11	Traffic Control	LS	\$1,500.00	1.00	\$	\$	\$	\$1,500.00
SANITARY SEWER TOTALS				\$ 417,658.75	\$	\$	\$	\$402,658.75

**DRAINAGE IMPROVEMENTS - PHASE 3**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT PID IMP	ONSITE MAJOR PID IMP	OFFSITE MAJOR PID IMP	DEVELOPER PID IMP	OVERALL DEV. COSTS
1	36" Class III RCP	LF	\$114.00	650.00	\$ 74,100.00	\$	\$	\$74,100.00
2	30" Class III RCP	LF	\$84.00	1,050.00	\$ 88,200.00	\$	\$	\$88,200.00
3	24" Class III RCP	LF	\$55.00	1,250.00	\$ 68,750.00	\$	\$	\$68,750.00
4	21" Class III RCP	LF	\$55.00	2,000.00	\$ 110,000.00	\$	\$	\$110,000.00
5	18" Class III RCP	LF	\$54.00	800.00	\$ 43,200.00	\$	\$	\$43,200.00
6	18" HDE Pipe with Embedment	LF	\$30.00	900.00	\$ 27,000.00	\$	\$	\$27,000.00
7	10' Standard Curb Inlet	EACH	\$3,500.00	38.00	\$ 133,000.00	\$	\$	\$133,000.00
8	24" x 24" x 36" Precast Conc. Catch Basin	EACH	\$1,000.00	8.00	\$ 8,000.00	\$	\$	\$8,000.00
9	21" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$2,600.00	2.00	\$ 5,200.00	\$	\$	\$5,200.00
10	30" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$3,200.00	2.00	\$ 6,400.00	\$	\$	\$6,400.00
11	36" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$3,700.00	4.00	\$ 14,800.00	\$	\$	\$14,800.00
STORM SEWER TOTALS				\$ 578,650.00	\$	\$	\$	\$578,650.00

**CITY AND FRANCHISE UTILITY FEES - PHASE 3**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT PID IMP	ONSITE MAJOR PID IMP	OFFSITE MAJOR PID IMP	PRIVATE PID IMP	OVERALL DEV. COSTS
1	Preliminary Plat Review Fee - PH. 1	LS	\$4,800.00	1.00	\$ 4,800.00	\$	\$	\$4,800.00
2	Final Plat Review FEE PH. 1	LS	\$500.00	1.00	\$ 500.00	\$	\$	\$500.00
3	Plan Review Fee and Const. Permit	LS	\$15,000.00	1.00	\$ 15,000.00	\$	\$	\$15,000.00
4	Inspection Fee Excavation (1%)	%	1.00	1.00	\$ 5,000.00	\$	1.00	\$4,000.00
5	Inspection Fee Excavation W/SS, P & D	%	4.00	4.00	\$ 140,121.62	\$	4.00	\$11,832.00
6	Street Lights and Site Power Installation	LS	\$174,000.00	1.00	\$ 174,000.00	\$	\$	\$174,000.00
TOTAL CITY AND FRANCHISE FEES				\$339,421.62	\$0.00	\$0.00	\$15,832.00	\$355,253.62

ENGINEERING, SURVEYING, ETC		\$473,000.00	\$0.00	\$60,000.00	\$533,000.00
GEO-TECH AND MATERIAL TESTING		\$130,000.00	\$0.00	\$55,000.00	\$185,000.00
CONSTRUCTION CONTINGENCY (+5%)		\$215,000.00	\$0.00	\$155,000.00	\$370,000.00

THIS EOPC HAS BEEN PREPARED BASED ON THE CONCEPT PLAN AND LIMITED PRELIMINARY ENGINEERING INFORMATION. IT SHOULD BE USED FOR LIMITED PROJECT EVALUATION PURPOSES ONLY. ONCE PRELIMINARY ENGINEERING DESIGN IS PREPARED THIS ESTIMATE SHALL BE RE-EVALUATED AND MAY BE REVISED BASED ON UPDATED DESIGN AND UNIT PRICES. THIS RE-EVALUATION OF THE EOPC SHALL CONTINUE THRU FINAL DESIGN OF EACH PHASE.

<b>GRAND TOTAL DIRECT PID COSTS - PHASE 3</b>				<b>\$5,251,370.37</b>
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DRAINAGE

GRAND TOTAL ONSITE MAJOR PID COSTS - PHASE 3		\$0.00
GRAND TOTAL OFFSITE MAJOR PID COSTS - PHASE 3		\$0.00
GRAND TOTAL PRIVATE PID COSTS PHASE 3		\$3,295,752.00
OVERALL DEVELOPMENT COSTS PHASE 3		\$8,547,122.37





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**POLO RIDGE - PUBLIC IMPROVEMENT DISTRICT**

Located in the City of Mesquite - ETJ  
 Prepared For Centurion American Development

25-Jan-18

**POLO RIDGE - PHASE FOUR**  
 ENGINEERS REPORT - ESTIMATE OF PROBABLE COST

**PHASE 4**

89.18 ACRES  
 185 LOTS

**ROADWAY IMPROVEMENTS - PHASE 4**

No.	DESCRIPTION Desc	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				Quantity	Cost	MAJOR PID IMP	Cost	MAJOR PID IMP	Cost	Quantity	Cost	
1	Concrete Street Pavmt - 6" - 3600 psi w/6" Sid Curb	SY	34.00	30,300	\$ 1,030,200.00							\$ 1,030,200.00
2	6" Lime Stabilized Subgrade	TN	3.15	32,400	\$ 102,060.00							\$ 102,060.00
3	Hydrated Lime (assume 36 lbs/sy)	TN	155.00	583	\$ 90,365.00							\$ 90,365.00
4	4" Schedule 40 PVC Irrigation Sleeves	LF	8.50	800	\$ 6,800.00							\$ 6,800.00
5	Barrier Free Ramps	EA	1,250.00	15	\$ 18,750.00							\$ 18,750.00
6	4.0" Wide Concrete Sidewalk (3000 psi)	SF	4.60	4,000	\$ 18,400.00							\$ 18,400.00
10	Street Header	LF	12.00	145	\$ 1,740.00							\$ 1,740.00
11	Connect to Ex Concrete Header	EA	15.00	145	\$ 2,175.00							\$ 2,175.00
13	2 Asphalt Overlay (Price controlled market oil prices)	SY	15.00	7,500	\$ 112,500.00							\$ 112,500.00
17	Street Signs, Stop Signs Mounted and Installed	EA	690.00	10	\$ 6,900.00							\$ 6,900.00
19	Asphalt Road Patch, Seal & Overlay with 2" Add Right Turn Lane, Widening, & Misc.	LF	35.20	2,700	\$ 95,040.00							\$ 95,040.00
20		LF	100,000.00	1	\$ 100,000.00							\$ 100,000.00
<b>PAVING TOTALS</b>					\$ 1,584,530.00							\$ 1,584,530.00

**GRADING IMPROVEMENTS - PHASE 4**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				Quantity	Cost	MAJOR PID IMP	Cost	MAJOR PID IMP	Cost	Quantity	Cost	
1	Uncl. Excavation (Increased due to Haul length)	CY	\$2.00									
2	Initial Lot Benching	EACH	\$200.00									
3	Final Lot Benching	EACH	\$250.00									
4	Clear, Strip & Grub Overall Phase 1 Site	ACRE	\$1,200.00	90.00	\$ 108,000.00							\$ 108,000.00
5	Addl. Undercut for Moisture Conditioning on Lots	CY	\$1.50									
6	Moisture Conditioning of all Lot Pad Material	CY	\$0.45									
7	Install HDPE Barrier (6MIL.) on Each Lot Pad	SF	\$0.08									
8	Pad cover after Placement of Vapor Barrier	EACH	\$75.00									
9	Lake Excavation	CY	\$2.00	135,000.00	\$ 270,000.00							\$ 270,000.00
10	New Overflow Channel Excavation	CY	\$1.85	20,000.00	\$ 37,000.00							\$ 37,000.00
11	Disposal of Unsuitable Vegetative Material	LS	\$5,000.00									\$ 5,000.00
<b>GRADING TOTALS</b>					\$ 445,000.00							\$ 445,000.00

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POLO RIDGE PHASE 4



**DRAINAGE**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
1	36" Class III RCP	LF	\$114.00	400.00	\$45,600.00							\$45,600.00
2	30" Class III RCP	LF	\$84.00	1,750.00	\$147,000.00							\$147,000.00
3	27" Class III RCP	LF	\$66.00	200.00	\$13,200.00							\$13,200.00
4	24" Class III RCP	LF	\$60.00	400.00	\$24,000.00							\$24,000.00
5	18" Class III RCP	LF	\$55.00	3,000.00	\$165,000.00							\$165,000.00
6	24" HDPE Pipe with Embedment	EACH	\$54.00	600.00	\$32,400.00							\$32,400.00
7	10" Standard Curb Inlet	EACH	\$45.00	1,600.00	\$72,000.00							\$72,000.00
28	24" x 24" x 36" Precast Conc. Catch Basin	EACH	\$3,500.00	35.00	\$122,500.00							\$122,500.00
13	24" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$1,000.00	15.00	\$15,000.00							\$15,000.00
14	30" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$2,600.00	3.00	\$7,800.00							\$7,800.00
15	36" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$3,200.00	1.00	\$3,200.00							\$3,200.00
12	Grade to Drain	EACH	\$3,700.00	1.00	\$3,700.00							\$3,700.00
		LF	\$12.00	500.00	\$6,000.00							\$6,000.00
STORM SEWER TOTALS					\$657,400.00							\$657,400.00

**CITY AND FRANCHISE UTILITY FEES - PHASE 4**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		PRIVATE		OVERALL DEV. COSTS
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
1	Preliminary Plat Review Fee - PH. 1	LS	\$4,800.00	1.00	\$4,800.00							\$4,800.00
2	Final Plat Review FEE PH. 1	LS	\$500.00	1.00	\$500.00							\$500.00
3	Plan Review Fee and Const. Permit	LS	\$18,950.00	1.00	\$18,950.00							\$18,950.00
4	Inspection Fee Excavation (1%)	%	1.00	1.00	\$24,801.25							\$24,801.25
5	Inspection Fee Excavation W/SS, P & D	%	4.00	4.00	\$118,576.82							\$118,576.82
6	Street Lights and Site Power Installation	LS	\$185,000.00	1.00	\$185,000.00							\$185,000.00
TOTAL CITY AND FRANCHISE FEES					\$352,628.07		\$0.00		\$0.00		\$17,680.00	\$370,308.07
ENGINEERING, SURVEYING, ETC					\$420,000.00		\$0.00		\$0.00		\$60,000.00	\$480,000.00
GEO-TECH AND MATERIAL TESTING					\$166,000.00		\$0.00		\$0.00		\$37,000.00	\$203,000.00
CONSTRUCTION CONTINGENCY (+5%)					\$166,000.00		\$0.00		\$0.00		\$100,000.00	\$266,000.00

THIS EOPC HAS BEEN PREPARED BASED ON THE CONCEPT PLAN AND LIMITED PRELIMINARY ENGINEERING INFORMATION. IT SHOULD BE USED FOR LIMITED PROJECT EVALUATION PURPOSES ONLY. ONCE PRELIMINARY ENGINEERING DESIGN IS PREPARED THIS ESTIMATE SHALL BE RE-EVALUATED AND MAY BE REVISED BASED ON UPDATED DESIGN AND UNIT PRICES. THIS RE-EVALUATION OF THE EOPC SHALL CONTINUE THRU FINAL DESIGN OF EACH PHASE.

GRAND TOTAL DIRECT PID COSTS - PHASE 1 **\$4,596,548.82**

GRAND TOTAL ONSITE MAJOR PID COSTS - PHASE 1 **\$0.00**

GRAND TOTAL OFFSITE MAJOR PID COSTS - PHASE 1		\$0.00
GRAND TOTAL PRIVATE PID COSTS PHASE 1		\$2,143,055.00
OVERALL DEVELOPMENT COSTS PHASE 1		\$6,739,603.82



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**POLO RIDGE - PUBLIC IMPROVEMENT DISTRICT**

Located in the City of Mesquite - ETJ  
 Prepared For Centurion American Development

**POLO RIDGE - PHASE FIVE**  
 25-Jan-18  
 ENGINEERS REPORT - ESTIMATE OF PROBABLE COST

**PHASE 5**  
 106.86 ACRES  
 170 LOTS

**ROADWAY IMPROVEMENTS - PHASE 5**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				PID IMP	Cost	MAJOR PID IMP	Cost	MAJOR PID IMP	Cost	Quantity	Cost	
1	Concrete Street Pavmt - 8" - 3600 psi w/6"	SY	37.00									\$0.00
2	Concrete Street Pavmt - 6" - 3600 psi w/6"	SY	34.00	30150.00	1,025,100.00							\$1,025,100.00
3	Concrete Street Pavmt - 6" - 3600 psi without	SY	30.00	3570.00	107,100.00							\$107,100.00
4	6" Lime Stabilized Subgrade	TN	3.15	36100.00	113,715.00							\$113,715.00
5	Hydrated Lime (assume 36 lbs/sy)	TN	155.00	650.00	100,750.00							\$100,750.00
6	4" Schedule 40 PVC Irrigation Sleeves	LF	8.50	800.00	6,800.00							\$6,800.00
7	Barrier Free Ramps	EA	1,250.00	25.00	31,250.00							\$31,250.00
8	4.0' Wide Concrete Sidewalk (3000 psi)	SF	4.60	3600.00	16,560.00							\$16,560.00
9	Right Turn Lane Const at Drives #5&6 Right & Left Turn at Frn Z757 & Fw 740 TIA	SY	75.00									\$0.00
10	Traffic Control	LS	5,000.00									\$0.00
11	Street Header	LF	12.00	29.00	348.00							\$348.00
12	Connect to Ex Concrete Header	EA	15.00	232.00	3,480.00							\$3,480.00
13	Connect to Ex Asphalt Pavement	EA	1,500.00									\$0.00
14	2" Asphalt Overlay (Price controlled market oil prices)	SY	15.00									\$0.00
15	Traffic Striping TIA	LS	5,000.00									\$0.00
16	8" Thermoplastic Pavmt Markers TIA	LF	5.00									\$0.00
17	Thermoplastic Pavmt. Arrows TIA	EA	100.00									\$0.00
18	Street Signs, Stop Signs Mounted and Installed	EA	650.00	12.00	7,800.00							\$7,800.00
19	Barricade	LF	33.00									\$0.00
<b>PAVING TOTALS</b>					<b>1,412,903.00</b>							<b>\$1,412,903.00</b>
<b>GRADING IMPROVEMENTS - PHASE 5</b>												
<b>DIRECT</b>												
<b>DESCRIPTION</b>				<b>UNIT</b>	<b>UNIT PRICE</b>	<b>Quantity</b>	<b>Cost</b>	<b>Quantity</b>	<b>Cost</b>	<b>Quantity</b>	<b>Cost</b>	<b>OVERALL DEV COSTS</b>
<b>Uncl. Street/Block Excavation</b>				<b>CY</b>	<b>\$2.00</b>					<b>550,000.00</b>	<b>\$1,100,000.00</b>	<b>\$1,100,000.00</b>

**GRADING**

No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PID IMP Cost	ONSITE MAJOR PID IMP Cost	OFFSITE MAJOR PID IMP Cost	DEVELOPER IMP Cost	OVERALL DEV COSTS
2	Uncl. Street Exc. to Fill Major Entry Road and ROW grading	CY	\$2.25						\$0.00
3	Initial Lot Batching	EACH	\$200.00						\$34,000.00
4	Final Lot Batching	EACH	\$250.00						\$42,500.00
5	Clear, Strip & Grub Overall PHASE 5 Site	ACRE	\$1,200.00						\$128,400.00
6	Addl. Undercut for Moisture Conditioning on Lots	CY	\$1.50						\$404,850.00
7	Moisture Conditioning of all Lot Pad Material	CY	\$0.45						\$382,500.00
8	Install HDPE Barrier (6mil.) on Each Lot Pad	SF	\$0.08						\$79,620.00
9	Pad Cover after Placement of Vapor Barrier	EACH	\$75.00						\$12,750.00
10	Demo & Hauloff Ex. Houses, Barns & Sheds, etc.	LS	\$40,000.00						\$0.00
11	Mucking of Existing Cattle Tank	EACH	\$5,000.00						\$0.00
12	Lake Excavation	CY	\$2.00	300000.00	\$600,000.00				\$600,000.00
13	Fine Clearing of Open Space	LS	\$10,000.00						\$0.00
14	New Overflow Channel Excavation	CY	\$1.85	40000.00	\$74,000.00				\$74,000.00
15	Disposal of Unsuitable Vegetative Material	LS	\$5,000.00	1.00	\$5,000.00				\$5,000.00
16	Stockpile Topsoil & Respread	LS	\$35,000.00					1.00	\$35,000.00
17	Erosion Control	LS	\$75,000.00	1.00	\$75,000.00				\$75,000.00
<b>GRADING TOTALS</b>					\$754,000.00	\$-	\$-	\$2,219,620.00	\$2,973,620.00

**WATER**

No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PID IMP Cost	ONSITE MAJOR PID IMP Cost	OFFSITE MAJOR PID IMP Cost	DEVELOPER IMP Cost	OVERALL DEV COSTS
1	12" PVC Water Main with Embedment	LF	\$30.00	600.00	\$18,000.00				\$18,000.00
2	6" Gate Valve	EACH	\$926.00	24.00	\$22,224.00				\$22,224.00
3	Fire Hydrant Assembly	EACH	\$3,650.00	24.00	\$87,600.00				\$87,600.00
4	Cast Iron Fittings	TN	\$4,500.00	5.00	\$22,500.00				\$22,500.00
5	Concrete Blocking	CY	\$100.00	100.00	\$10,000.00				\$10,000.00
6	Chlorination & Pressure Testing	LF	\$1.00	12250.00	\$12,250.00				\$12,250.00
7	Traffic Control	LS	\$1,500.00	1.00	\$1,500.00				\$1,500.00
8	8" PVC Water Main with Embedment	LF	\$20.00	11650.00	\$233,000.00				\$233,000.00
9	12" Gate Valve	EACH	\$1,600.00	2.00	\$3,200.00				\$3,200.00
10	8" Gate Valve	EACH	\$1,200.00	28.00	\$33,600.00				\$33,600.00

**SANITARY SEWER**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV COSTS
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost	
11	6" Gate Valve	EACH	\$926.00									\$0.00
12	8" DR-14 (DR-18) PVC Plug	EACH	\$100.00	3.00	\$300.00							\$300.00
13	2" Blow Off Valve	EACH	\$1,500.00	1.00	\$1,500.00							\$1,500.00
14	Concrete Encasement	LF	\$30.00	500.00	\$15,000.00							\$15,000.00
15	Trench Safety	LF	\$0.30	12250.00	\$3,675.00							\$3,675.00
16	Water Service	EACH	\$1,050.00						170.00	\$178,500.00		\$178,500.00
<b>WATER TOTALS</b>					\$464,349.00					\$178,500.00		\$642,849.00
<b>SANITARY SEWER IMPROVEMENTS - PHASE 5</b>												
				DIRECT		ONSITE		OFFSITE		DEVELOPER		
No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	IMP Cost	OVERALL DEV COSTS
1	8" SDR 35 PVC Sewer Main with Embedment	LF	\$29.00	9250.00	\$268,250.00							\$268,250.00
2	Premium for Extra Depth	LF	\$8.00	2000.00	\$16,000.00							\$16,000.00
3	4.0' Diameter Std. Manhole	EACH	\$4,000.00	22.00	\$88,000.00							\$88,000.00
4	4.0' Diameter Std. Manhole w/Outside Drop	EACH	\$4,400.00	2.00	\$8,800.00							\$8,800.00
5	System Testing & TV	LF	\$1.25	9250.00	\$11,562.50							\$11,562.50
6	Trench Safety	LF	\$0.30	9250.00	\$2,775.00							\$2,775.00
7	Sewer Service - Single	EACH	\$650.00							170.00	\$110,500.00	\$110,500.00
8	Sewer Service - Connect to Existing Main	EACH	\$1,500.00									\$0.00
9	TCEQ Crossing	EACH	\$1,000.00	6.00	\$6,000.00							\$6,000.00
10	Concrete Encasement	LF	\$30.00	600.00	\$18,000.00							\$18,000.00
<b>SANITARY SEWER TOTALS</b>					\$416,387.50						\$110,500.00	\$526,887.50

**DRAINAGE**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV COSTS
				Quantity	PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	IMP Cost	
1	48" Class III RCP	LF	\$180.00	700.00	\$126,000.00							\$126,000.00
2	36" Class III RCP	LF	\$85.00	650.00	\$55,250.00							\$55,250.00
3	27" Class III RCP	LF	\$66.00	900.00	\$59,400.00							\$59,400.00
4	24" Class III RCP	LF	\$60.00	2,000.00	\$120,000.00							\$120,000.00
5	21" Class III RCP	LF	\$65.00	1,400.00	\$91,000.00							\$91,000.00
6	18" Class III RCP	LF	\$54.00	800.00	\$43,200.00							\$43,200.00
7	18" HDPE Pipe with Embedment	EACH	\$30.00	1,800.00	\$54,000.00							\$54,000.00
8	10" Standard Curb Inlet	EACH	\$3,500.00	30.00	\$105,000.00							\$105,000.00
9	24" x 24" x 38" Precast Conc. Catch Basin	EACH	\$1,000.00	14.00	\$14,000.00							\$14,000.00
10	24" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$2,600.00	1.00	\$2,600.00							\$2,600.00
11	36" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$3,700.00	1.00	\$3,700.00							\$3,700.00

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ON-SITE		OFF-SITE		PRIVATE		OVERALL DEV COSTS
				Quantity	PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	MAJOR PID IMP Cost	Quantity	PID IMP Cost	
12	48" RCP 6:1 Stopped End Headwall with Velocity Dissipators	EACH	\$4,300.00	5.00	\$	21,500.00						\$21,500.00
				STORM SEWER TOTALS		\$	681,650.00	\$	-	\$	-	\$681,650.00
<b>CITY AND FRANCHISE UTILITY FEES - PHASE 5</b>												
				TOTAL CITY AND FRANCHISE FEES		\$320,799.18	\$0.00	\$0.00	\$12,150.00	\$332,949.18		
				ENGINEERING, SURVEYING, ETC		\$422,000.00	\$0.00	\$0.00	\$80,000.00	\$502,000.00		
				GEO-TECH AND MATERIAL TESTING		\$160,000.00	\$0.00	\$0.00	\$80,000.00	\$240,000.00		
				CONSTRUCTION CONTINGENCY (+5%)		\$190,000.00	\$0.00	\$0.00	\$125,000.00	\$315,000.00		
THIS EOPC HAS BEEN PREPARED BASED ON THE CONCEPT PLAN AND LIMITED PRELIMINARY ENGINEERING INFORMATION. IT SHOULD BE USED FOR LIMITED PROJECT EVALUATION PURPOSES ONLY. ONCE PRELIMINARY ENGINEERING DESIGN IS PREPARED THIS ESTIMATE SHALL BE RE-EVALUATED AND MAY BE REVISED BASED ON UPDATED DESIGN AND UNIT PRICES. THIS RE-EVALUATION OF THE EPOC SHALL CONTINUE THRU FINAL DESIGN OF EACH PHASE.												
GRAND TOTAL DIRECT PID COSTS - PHASE 5						\$4,822,088.68						
GRAND TOTAL ONSITE MAJOR PID COSTS - PHASE 5						\$0.00						
GRAND TOTAL OFFSITE MAJOR PID COSTS - PHASE 5						\$0.00						
GRAND TOTAL PRIVATE PID COSTS PHASE 5						\$2,805,770.00						
OVERALL DEVELOPMENT COSTS PHASE 5						\$7,627,858.68						





USA Professional Services Group, Inc.

TBPE Registered Firm No. F-1345  
 David M. Schunrbusch, PE - FASCE  
 (214) 882-3198

**POLO RIDGE - PUBLIC IMPROVEMENT DISTRICT**

Located in the City of Mesquite - ETJ  
 Prepared For: Centurion American Development

25-Jan-18  
**POLO RIDGE - PHASE SIX**  
 ENGINEERS REPORT - ESTIMATE OF PROBABLE COST

**PHASE 6**

78.68 ACRES  
 102 LOTS

**ROADWAY IMPROVEMENTS - PHASE 6**

No.	DESCRIPTION	UNIT	UNIT PRICE	DIRECT		ONSITE		OFFSITE		DEVELOPER		OVERALL DEV. COSTS
				QTY	Cost	QTY	Cost	QTY	Cost	QTY	Cost	
1	Concrete Street Pavmt - 8" - 3600 psi w/6" Sid Curb	SY	37.00									\$0.00
2	Concrete Street Pavmt - 6" - 3600 psi w/6" Sid Curb	SY	34.00	23850.00	810,900.00							\$810,900.00
3	Concrete Street Pavmt - 6" - 3600 psi without Curb	SY	30.00	5800.00	174,000.00							\$174,000.00
4	6" Lime Stabilized Subgrade	TN	3.15	30300.00	95,445.00							\$95,445.00
5	Hydrated Lime (assume 36 lbs/sy)	TN	165.00	545.00	84,475.00							\$84,475.00
6	4" Schedule 40 PVC Irrigation Sleeves	LF	8.50	800.00	6,800.00							\$6,800.00
7	Barrier Free Ramps	EA	1,250.00	18.00	22,500.00							\$22,500.00
8	4.0" Wide Concrete Sidewalk (3000 psi) Right Turn Lane Const at Drives #5&6 Right & Left Turn at Frn Z757 & FM 740 TIA	SF	4.50	2000.00	9,200.00							\$9,200.00
9	Traffic Control	SY	75.00									\$0.00
10	Street Header	LF	5,000.00									\$0.00
11	Connect to Ex Concrete Header	EA	15.00	58.00	870.00							\$870.00
12	Connect to Ex Asphalt Pavement 2" Asphalt Overlay (Price controlled market oil prices)	EA	1,500.00	4.00	6,000.00							\$6,000.00
13	Traffic Striping TIA	LS	5,000.00									\$0.00
14	8" Thermoplastic Pavmt Markers TIA	LF	5.00									\$0.00
15	8" Thermoplastic Pavmt Arrows TIA	EA	100.00									\$0.00
16	Street Signs, Stop Signs Mounted and Installed	EA	650.00	12.00	7,800.00							\$7,800.00
17	Barricade	LF	33.00									\$0.00
<b>PAVING TOTALS</b>					<b>1,217,990.00</b>							<b>\$1,217,990.00</b>
<b>GRADING IMPROVEMENTS - PHASE 6</b>												
<b>DESCRIPTION</b>		<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY</b>	<b>DIRECT PID IMP Cost</b>	<b>ONSITE MAJOR PID IMP Cost</b>	<b>OFFSITE MAJOR PID IMP Cost</b>	<b>DEVELOPER IMP Cost</b>	<b>OVERALL DEV. COSTS</b>			
1 Uncl. Street/Block Excavation		CY	\$2.00					60,000.00	\$100,000.00			



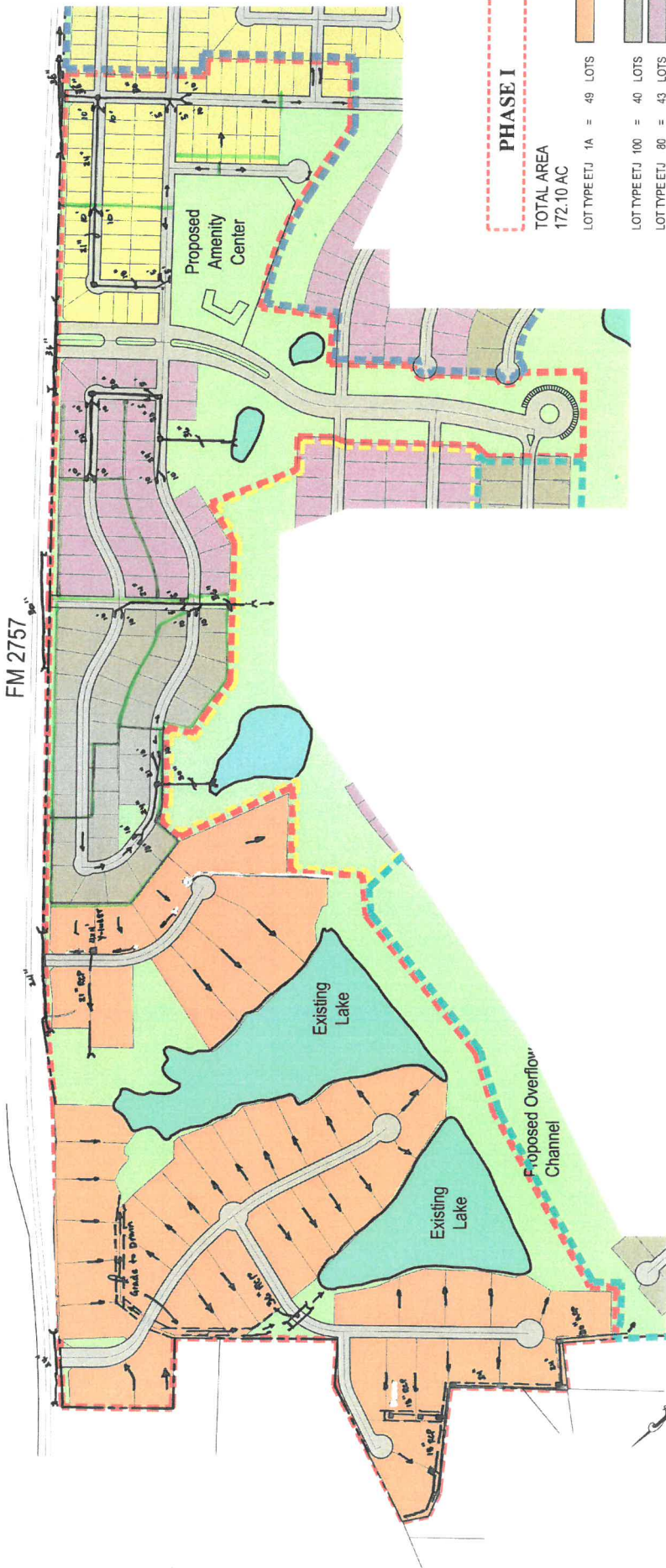
No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PWD IMP Cost	ONSITE MAJOR PWD IMP Cost	OFFSITE MAJOR PWD IMP Cost	DEVELOPER IMP Cost	OVERALL DEV. COSTS
9	8" Gate Valve	EACH	\$1,200.00	10.00	\$	\$	\$	\$	\$12,000.00
10	6" Gate Valve	EACH	\$926.00	19.00	\$	\$	\$	\$	\$17,594.00
11	12" DR-18 (DR-14) PVC Plug	EACH	\$100.00	1.00	\$	\$	\$	\$	\$100.00
12	2" Blow Off Valve	EACH	\$1,500.00	1.00	\$	\$	\$	\$	\$1,500.00
13	Concrete Encasement	LF	\$30.00	500.00	\$	\$	\$	\$	\$15,000.00
14	Trench Safety	LF	\$0.30	8550.00	\$	\$	\$	\$	\$2,565.00
15	Water Service - Domestic Single	EACH	\$1,050.00		\$	\$	\$	\$	\$1,050.00
16	Water Service - 2" Irrigation	EACH	\$1,200.00	2.00	\$	\$	\$	\$	\$2,400.00
<b>WATER TOTALS</b>					\$	\$	\$	\$	\$42,129.00

<b>SANITARY SEWER IMPROVEMENTS - PHASE 6</b>									
No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PWD IMP Cost	ONSITE MAJOR PWD IMP Cost	OFFSITE MAJOR PWD IMP Cost	DEVELOPER IMP Cost	OVERALL DEV. COSTS
1	8" SDR 35 PVC Sewer Main with Embedment	LF	\$29.00	4850.00	\$	\$	\$	\$	\$140,650.00
2	Premium for Extra Depth	LF	\$8.00	1000.00	\$	\$	\$	\$	\$8,000.00
3	Connect to Existing Main	EACH	\$1,500.00	4.00	\$	\$	\$	\$	\$6,000.00
4	4.0' Diameter Std. Manhole	EACH	\$4,000.00	11.00	\$	\$	\$	\$	\$44,000.00
5	4.0' Diameter Std. Manhole w/Outside Drop	EACH	\$4,400.00		\$	\$	\$	\$	\$0.00
6	System Testing & TV	LF	\$1.25	4850.00	\$	\$	\$	\$	\$6,062.50
7	Trench Safety	LF	\$0.30	4850.00	\$	\$	\$	\$	\$1,455.00
8	Sewer Service - Single	EACH	\$650.00		\$	\$	\$	\$	\$39,000.00
9	Sewer Service - Connect to Existing Main	EACH	\$1,500.00		\$	\$	\$	\$	\$165,000.00
10	TCEQ Crossing	EACH	\$1,000.00	6.00	\$	\$	\$	\$	\$6,000.00
11	Concrete Encasement	LF	\$30.00	500.00	\$	\$	\$	\$	\$15,000.00
<b>SANITARY SEWER TOTALS</b>					\$	\$	\$	\$	\$227,167.50

<b>DRAINAGE IMPROVEMENTS - PHASE 6</b>									
No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PWD IMP Cost	ONSITE MAJOR PWD IMP Cost	OFFSITE MAJOR PWD IMP Cost	DEVELOPER IMP Cost	OVERALL DEV. COSTS
1	10' X 5' - ASTM C-789-77 RCB and headwalls	LF	\$600.00	450.00	\$	\$	\$	\$	\$270,000.00
2	60" Class III RCP	LF	\$225.00	300.00	\$	\$	\$	\$	\$67,500.00
2	36" Class III RCP	LF	\$114.00	650.00	\$	\$	\$	\$	\$74,100.00
4	24" Class III RCP	LF	\$60.00	1,300.00	\$	\$	\$	\$	\$78,000.00
5	21" Class III RCP	LF	\$55.00	900.00	\$	\$	\$	\$	\$49,500.00
6	18" Class III RCP	LF	\$54.00	500.00	\$	\$	\$	\$	\$27,000.00
8	10" Standard Curb Inlet	EACH	\$3,500.00	19.00	\$	\$	\$	\$	\$66,500.00
10	21" RCP 6:1 Sloped End Headwall with Velocity Dissipators	EACH	\$2,200.00	1.00	\$	\$	\$	\$	\$2,200.00
<b>DRAINAGE IMPROVEMENTS - PHASE 6</b>					\$	\$	\$	\$	\$431,167.50

No.	DESCRIPTION	UNIT	UNIT PRICE	Quantity	DIRECT PID IMP Cost	ON-SITE MAJOR PID IMP Cost	OFFSITE MAJOR PID IMP Cost	PRIVATE PID IMP Cost	OVERALL DEV. COSTS
24"	RCP 6:1 Sloped End Headwall with								
11	Velocity Disipators	EACH	\$2,600.00	1.00	\$	\$	\$	\$	\$2,600.00
60"	RCP 6:1 Sloped End Headwall with								
12	Velocity Disipators	EACH	\$6,400.00	4.00	\$	\$	\$	\$	\$25,600.00
<b>STORM SEWER TOTALS</b>					\$	\$	\$	\$	\$663,000.00
<b>CITY AND FRANCHISE UTILITY FEES - PHASE 6</b>									
					<b>DIRECT</b>	<b>ON-SITE</b>	<b>OFFSITE</b>	<b>PRIVATE</b>	
				Quantity	PID IMP	MAJOR PID IMP	MAJOR PID IMP	PID IMP	OVERALL
					Cost	Cost	Cost	Cost	DEV. COSTS
1	Preliminary Plat Review Fee - PH. 1	LS	\$4,800.00	1.00	\$	\$	\$	\$	\$4,800.00
2	Final Plat Review FEE PH. 1	LS	\$500.00	1.00	\$	\$	\$	\$	\$500.00
3	Plan Review Fee and Const. Permit	LS	\$18,950.00	1.00	\$	\$	\$	\$	\$18,950.00
4	Inspection Fee Excavation (1%)	%	1.00	1.00	\$	\$	\$	\$	\$10,000.00
5	Inspection Fee Excavation W/SS, P & D	%	4.00	4.00	\$	\$	\$	\$	\$122,707.36
7	Street Lights and Site Power Installation	LS	\$102,000.00	1.00	\$	\$	\$	\$	\$102,000.00
<b>TOTAL CITY AND FRANCHISE FEES</b>					\$232,428.66	\$0.00	\$0.00	\$26,530.70	\$258,957.36
<b>ENGINEERING, SURVEYING, ETC</b>					\$320,000.00	\$0.00	\$0.00	\$80,000.00	\$380,000.00
<b>GEO-TECH AND MATERIAL TESTING</b>					\$101,600.00	\$0.00	\$0.00	\$30,000.00	\$131,600.00
<b>CONSTRUCTION CONTINGENCY (+5%)</b>					\$210,000.00	\$0.00	\$0.00	\$85,000.00	\$295,000.00
THIS EPOC HAS BEEN PREPARED BASED ON THE CONCEPT PLAN AND LIMITED PRELIMINARY ENGINEERING INFORMATION. IT SHOULD BE USED FOR LIMITED PROJECT EVALUATION PURPOSES ONLY. ONCE PRELIMINARY ENGINEERING DESIGN IS PREPARED THIS ESTIMATE SHALL BE RE-EVALUATED AND MAY BE REVISED BASED ON UPDATED DESIGN AND UNIT PRICES. THIS RE-EVALUATION OF THE EPOC SHALL CONTINUE THRU FINAL DESIGN OF EACH PHASE.									
<b>GRAND TOTAL DIRECT PID COSTS - PHASE 6</b>					\$4,933,443.16				
<b>GRAND TOTAL ONSITE MAJOR PID COSTS - PHASE 6</b>						\$0.00			
<b>GRAND TOTAL OFFSITE MAJOR PID COSTS - PHASE 6</b>							\$0.00		
<b>GRAND TOTAL PRIVATE PID COSTS PHASE 6</b>								\$1,592,330.70	
<b>OVERALL DEVELOPMENT COSTS PHASE 6</b>									\$6,525,773.86

FM 2757



**PHASE I**

TOTAL AREA  
172.10 AC

LOT TYPE ETJ 1A = 49 LOTS

LOT TYPE ETJ 100 = 40 LOTS

LOT TYPE ETJ 80 = 43 LOTS

LOT TYPE ETJ 60 = 69 LOTS

TOTAL LOT COUNT = 201 LOTS

CONCEPTUAL LAND PLAN

USA PROFESSIONAL SERVICES GROUP, INC.  
REGISTERED ENGINEERING FIRM  
CIVIL ENGINEERING  
LANDSCAPE ARCHITECTS

1500 WESTCREEK DRIVE  
DALLAS, TEXAS 75243  
(214) 424-2300 (214) 424-2311 (FAX)  
MAY 2015 (ISSN NO. 200901030)

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# DRAINAGE DIRECT PID IMPROVEMENTS

**Polo Ridge Ranch  
Exclusive Executive Homesites**  
LOCATED IN MESSQUITE, TEXAS

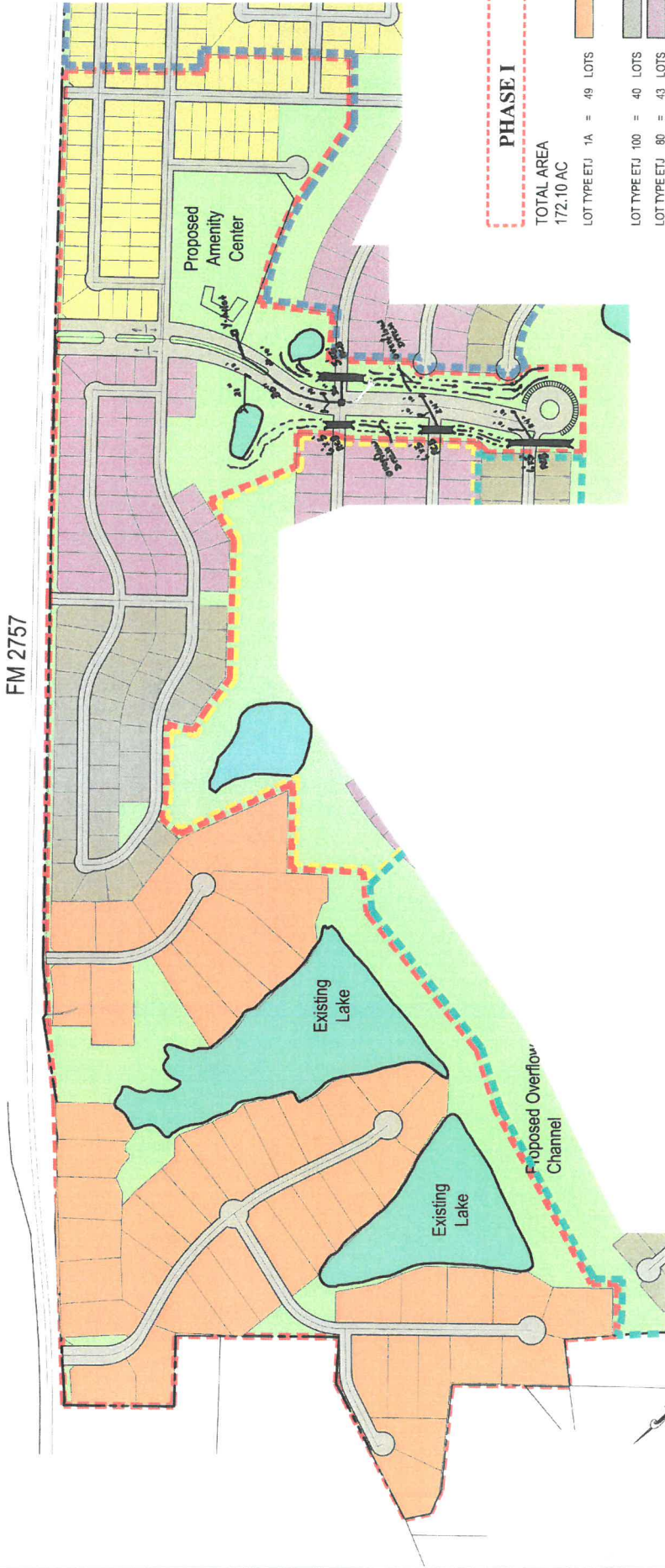


Prepared for: **Centurion American**

**MESQUITE**  
T E X A S  
Real Texas. Flavor



FM 2757



**PHASE I**

TOTAL AREA  
172.10 AC

LOT TYPE ETJ 1A = 49 LOTS

LOT TYPE ETJ 100 = 40 LOTS

LOT TYPE ETJ 80 = 43 LOTS

LOT TYPE ETJ 60 = 69 LOTS

TOTAL LOT COUNT = 201 LOTS

CONCEPTUAL LAND PLAN



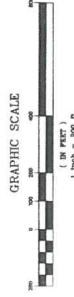
USA PROFESSIONAL SERVICES GROUP, INC.  
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, INC.  
 CIVIL ENGINEERS, SURVEYORS, PLANNERS  
 LANDSCAPE ARCHITECTS

1001 LOTZBOY DRIVE  
 DALLAS, TEXAS 75238  
 (214) 643-3300 214-643-3311 FAX  
 MAY 2011 USM NO. 20080130

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# DRAINAGE MAJOR ON SITE PID IMPROVEMENTS

**Polo Ridge Ranch  
Exclusive Executive Homesites**  
 LOCATED IN MESQUITE, TEXAS

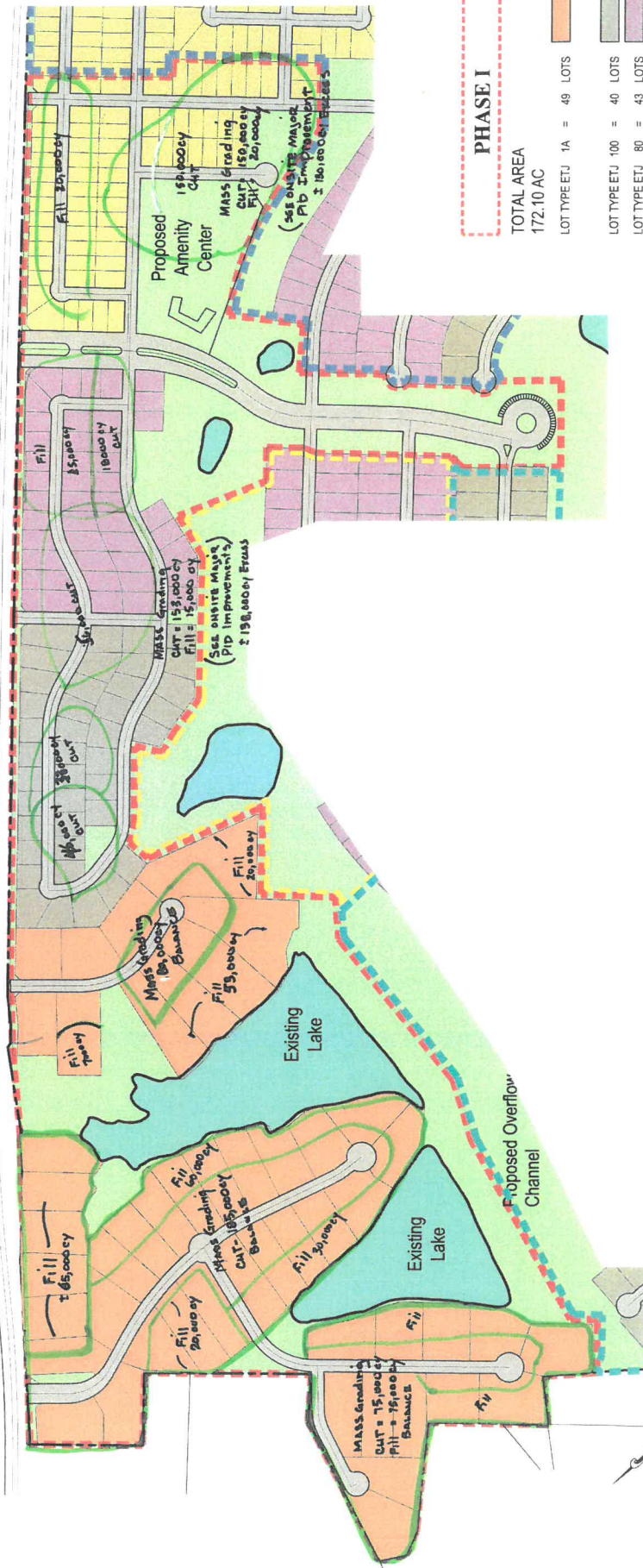


Prepared for: **Centurion American**

**MESQUITE**  
 TEXAS  
 Real Texas. Flavor.



FM 2757



**PHASE I**

TOTAL AREA  
172.10 AC

LOT TYPE ETJ 1A = 49 LOTS

LOT TYPE ETJ 100 = 40 LOTS

LOT TYPE ETJ 80 = 43 LOTS

LOT TYPE ETJ 60 = 69 LOTS

TOTAL LOT COUNT = 201 LOTS

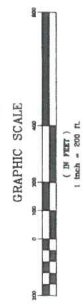
CONCEPTUAL LAND PLAN

USA PROFESSIONAL SERVICES GROUP, INC.  
 TEAM LEADERS: PROFESSIONAL ENGINEERS  
 LANDSCAPE ARCHITECTS  
 CIVIL ENGINEERS SURVEYORS PLANNERS  
 LANDSCAPE ARCHITECTS

1000 W. UNIVERSITY BLVD.  
 DALLAS, TEXAS 75225  
 (214) 644-3300 (214) 644-3300 FAX  
 MAY 2013 USAN NO. 000001201  
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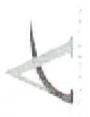
# EXCAVATION DIRECT PID IMPROVEMENTS

**Polo Ridge Ranch**  
**Exclusive Executive Homesites**  
 LOCATED IN MESQUITE, TEXAS

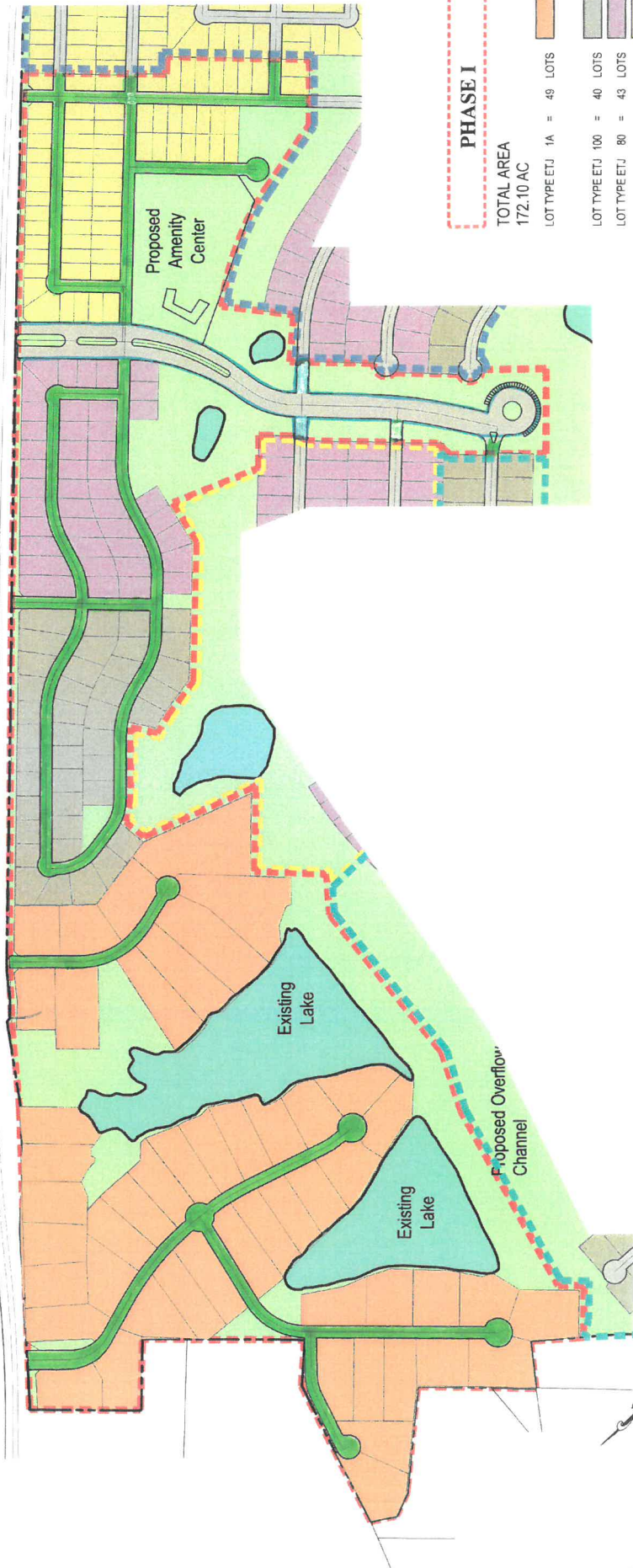


Prepared for: **Centurion American**

**MESQUITE**  
 T E X A S  
 Real Texas. Flavor.



FM 2757



**PHASE I**  
 TOTAL AREA  
 172.10 AC  
 LOT TYPE 1A = 49 LOTS  
 LOT TYPE 1J = 40 LOTS  
 LOT TYPE 2J = 80 LOTS  
 LOT TYPE 3J = 69 LOTS  
 TOTAL LOT COUNT = 201 LOTS

Refer to Major District PID  
 - DIRECT PID

CONCEPTUAL LAND PLAN

USA PROFESSIONAL SERVICES GROUP, INC.  
 TEXAS BOARD OF PROFESSIONAL ENGINEERS  
 CIVIL ENGINEERS - SUBDIVISION PLANNING  
 LANDSCAPE ARCHITECTS

NO. 000000000000  
 DALLAS, TEXAS 75201  
 (214) 634-1000 (714) 634-1000  
 MAY 2016 USA NO. 20000100

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**PAVING  
 DIRECT PID IMPROVEMENTS**

**Polo Ridge Ranch  
 Exclusive Executive Homesites**  
 LOCATED IN MESQUITE, TEXAS

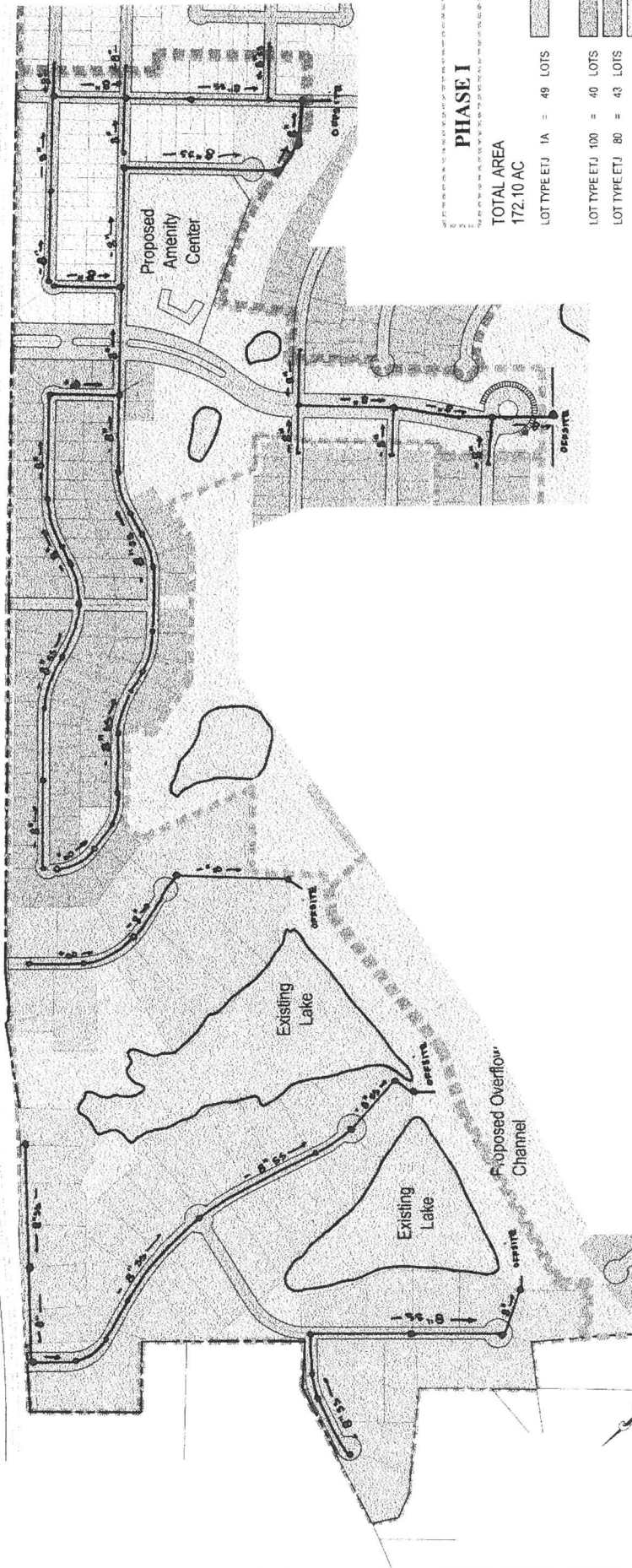
GRAPHIC SCALE  
 (1" = 100 FT)  
 1" = 100 FT  
 Prepared for: **Centurion American**

**MESQUITE**  
 T E X A S  
 Real Texas. Flavor.





FM 2757



### PHASE I

TOTAL AREA  
172.10 AC

LOT TYPE ETJ 1A = 49 LOTS

LOT TYPE ETJ 100 = 40 LOTS

LOT TYPE ETJ 80 = 43 LOTS

LOT TYPE ETJ 60 = 69 LOTS

TOTAL LOT COUNT = 201 LOTS



Prepared for: **Centurion American**

# SANITARY SEWER DIRECT PID IMPROVEMENTS

## CONCEPTUAL LAND PLAN



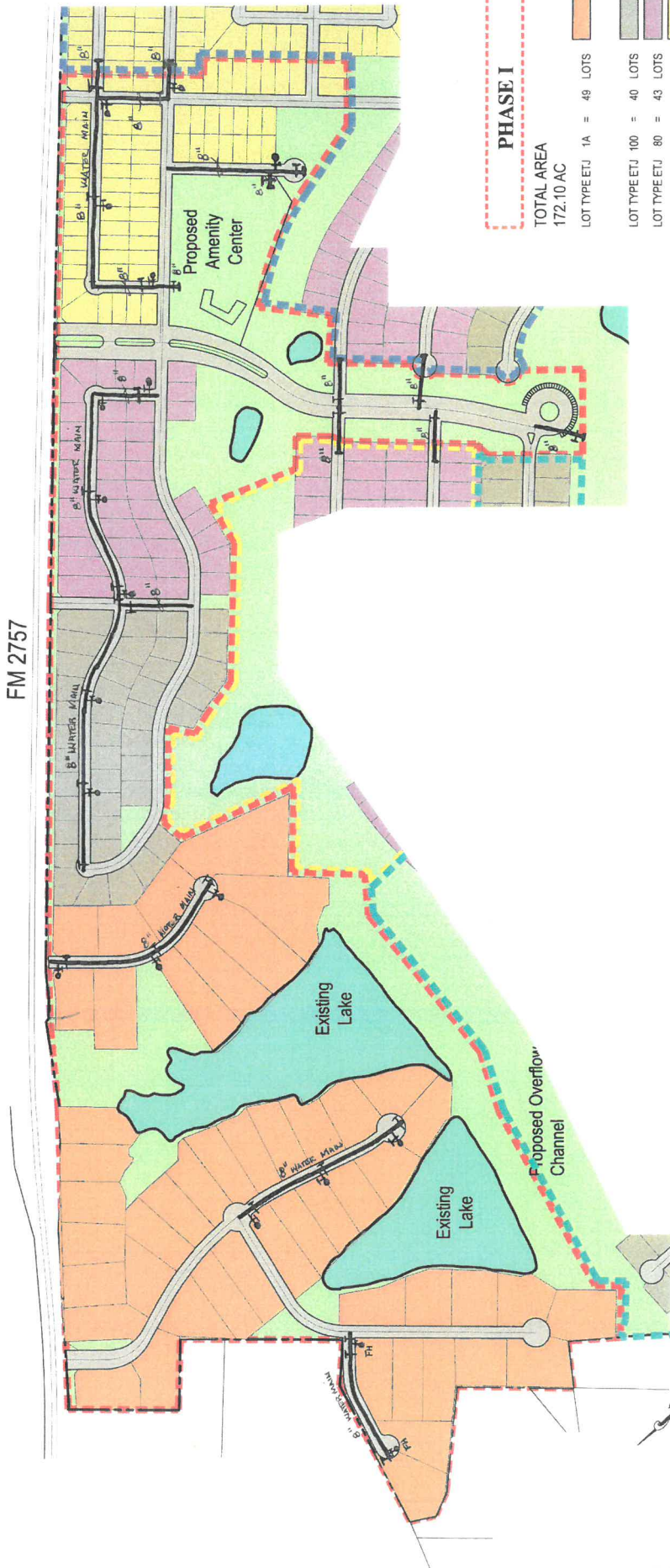
**MESQUITE**  
T E X A S  
Ranch, Texas, Florida

*Polo Ridge Ranch  
Exclusive Executive Homesites*  
LOCATED IN DALLAS COUNTY, TEXAS



DESIGNED BY  
USA PROFESSIONAL SERVICES GROUP, INC.  
10000 WEST 15TH AVENUE, SUITE 100  
DENVER, COLORADO 80202  
TEL: 303.751.1000 FAX: 303.751.1001  
WWW.USAPROFES.COM

FM 2757



**PHASE I**

TOTAL AREA  
172.10 AC

LOT TYPE E U 1A = 49 LOTS

LOT TYPE E U 100 = 40 LOTS

LOT TYPE E U J 80 = 43 LOTS

LOT TYPE E U J 60 = 69 LOTS

TOTAL LOT COUNT = 201 LOTS

CONCEPTUAL LAND PLAN

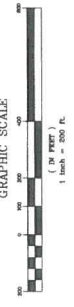


USA PROFESSIONAL SERVICES GROUP, INC.  
 17000 W. WOODWAY, SUITE 1000  
 DALLAS, TEXAS 75240  
 CIVIL ENGINEERS - SURVEYORS - PLANNERS  
 LANDSCAPE ARCHITECTS

USA ARCHITECTS  
 17000 W. WOODWAY, SUITE 1000  
 DALLAS, TEXAS 75240  
 CIVIL ARCHITECTS  
 LANDSCAPE ARCHITECTS

# WATER DIRECT PID IMPROVEMENTS

**Polo Ridge Ranch**  
**Exclusive Executive Homesites**  
 LOCATED IN MESQUITE, TEXAS



Prepared for: **Centurion American**

**MESQUITE**  
 T E X A S  
 Real Texas Flavor.







# POLO RIDGE PID

Write a description for your map.

## Legend

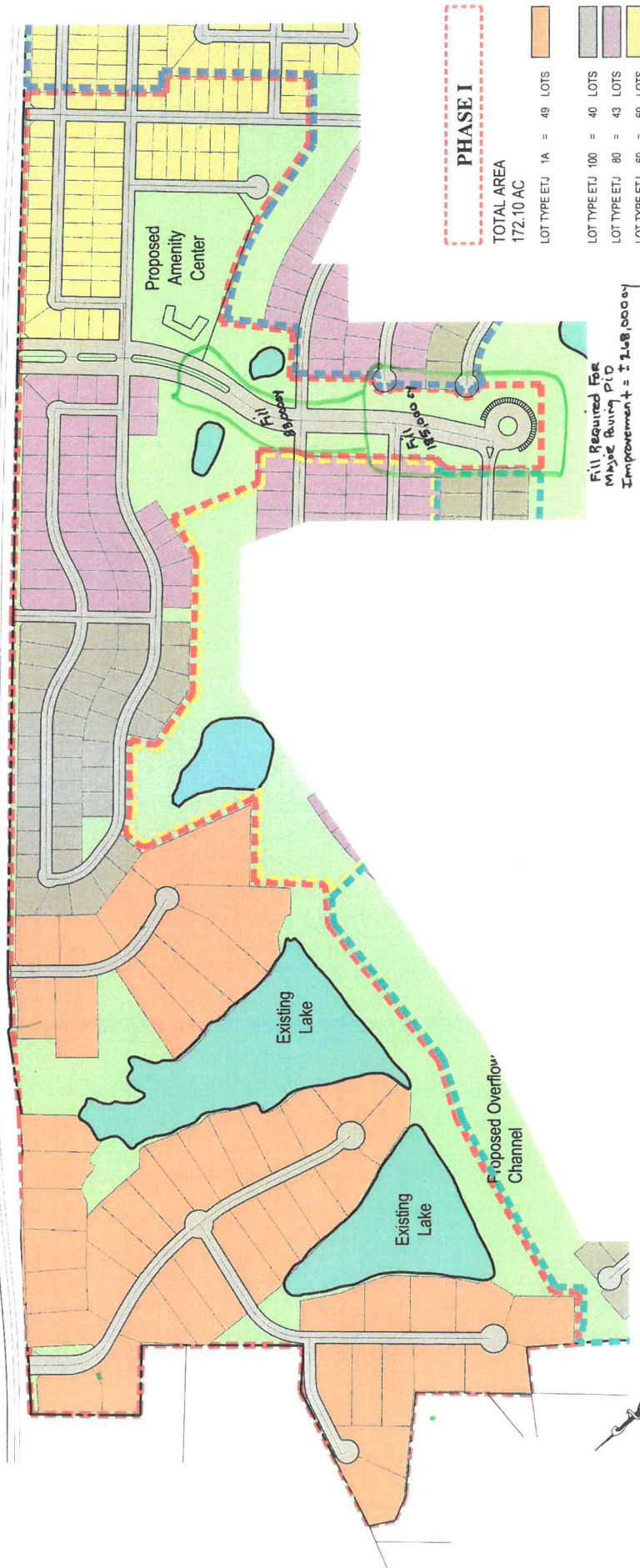


Offsite Major PID Improvement - WATER MAIN





FM 2757



CONCEPTUAL LAND PLAN

USA PROFESSIONAL SERVICES GROUP, INC.  
 A MEMBER OF THE USA PROFESSIONAL SERVICES GROUP  
 CIVIL ENGINEERS SURVEYORS PLANNERS  
 LANDSCAPE ARCHITECTS

1000 W. GARDNER DRIVE  
 DALLAS, TEXAS 75208  
 (214) 654-3300 (214) 654-3308 (FAX)  
 MAY 2015 (DM 147, 2000) (1/3)

# EXCAVATION MAJOR ON SITE PID IMPROVEMENTS

**Polo Ridge Ranch**  
**Exclusive Executive Homesites**  
 LOCATED IN MESQUITE, TEXAS

GRAPHIC SCALE  
 ( IN FEET )  
 1" = 600' FT.

Prepared for: **Centurion American**

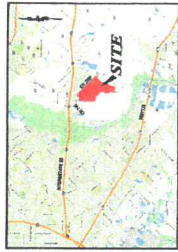
**MESQUITE**  
 TEXAS  
 Real Texas Flavor



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VICINITY MAP  
NOT TO SCALE

PROPOSED LOT MIX		
LOT TYPE	NUMBER OF LOTS	PERCENTAGE OF TOTAL LOTS
ETJ 1A	95	9.3%
ETJ 1B	55	5.4%
ETJ 100	142	14.0%
ETJ 80	336	33.1%
ETJ 60	389	38.2%
<b>TOTAL</b>	<b>1,017</b>	

**PHASE VI**  
TOTAL AREA  
78.68 AC  
LOT TYPE ETJ 100 = 52 LOTS  
LOT TYPE ETJ 80 = 50 LOTS  
TOTAL LOT COUNT = 102 LOTS

**PHASE V**  
TOTAL AREA  
14.02 + 53.05 + 38.79 = 105.86 AC  
LOT TYPE ETJ 1A = 20 LOTS  
LOT TYPE ETJ 1B = 15 LOTS  
LOT TYPE ETJ 100 = 7 LOTS  
LOT TYPE ETJ 80 = 86 LOTS  
LOT TYPE ETJ 60 = 42 LOTS  
TOTAL LOT COUNT = 174 LOTS

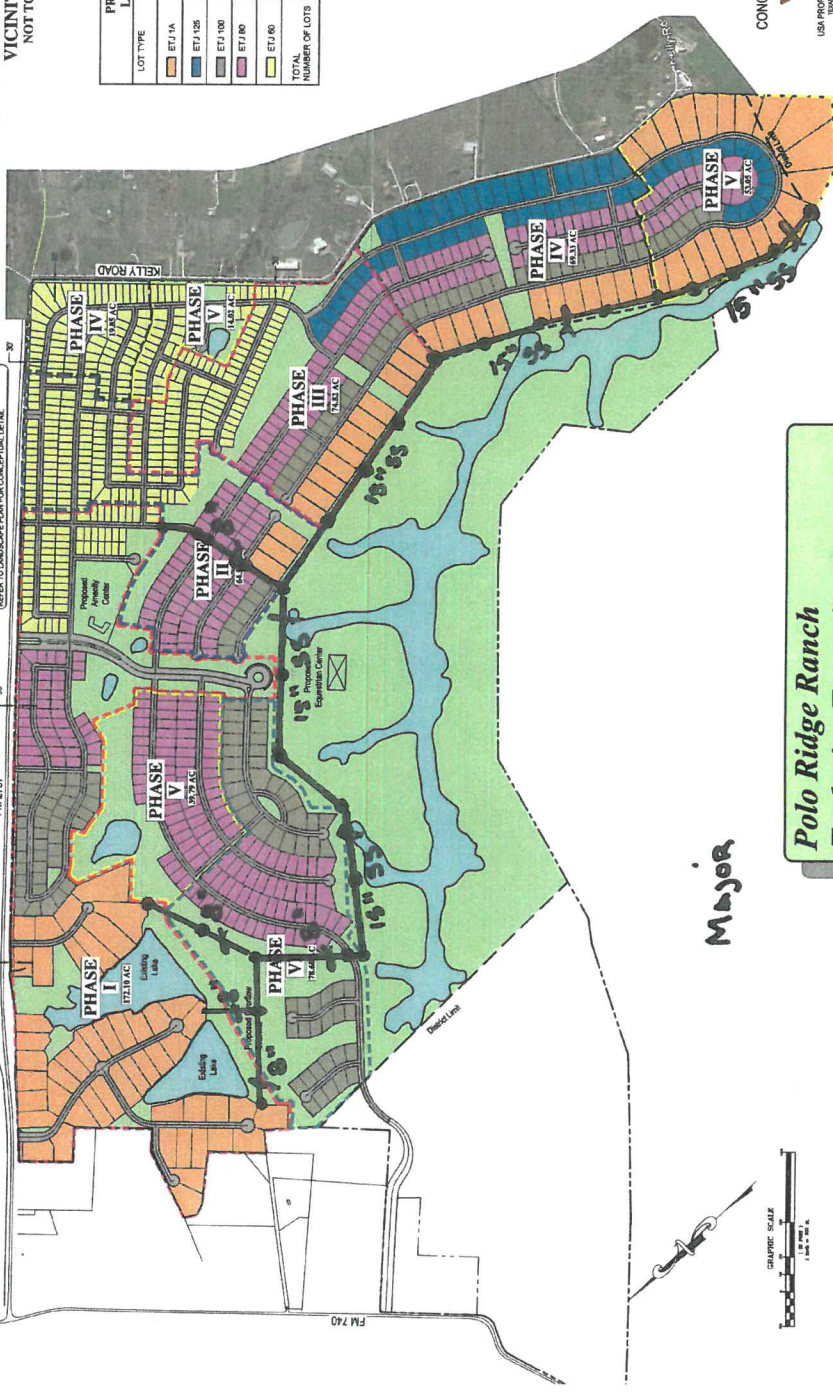
**PHASE IV**  
TOTAL AREA  
19.85 + 69.33 = 89.18 AC  
LOT TYPE ETJ 1A = 12 LOTS  
LOT TYPE ETJ 1B = 34 LOTS  
LOT TYPE ETJ 100 = 26 LOTS  
LOT TYPE ETJ 80 = 48 LOTS  
LOT TYPE ETJ 60 = 71 LOTS  
TOTAL LOT COUNT = 189 LOTS

**PHASE III**  
TOTAL AREA  
74.82 AC  
LOT TYPE ETJ 1A = 11 LOTS  
LOT TYPE ETJ 1B = 6 LOTS  
LOT TYPE ETJ 100 = 26 LOTS  
LOT TYPE ETJ 80 = 43 LOTS  
LOT TYPE ETJ 60 = 28 LOTS  
TOTAL LOT COUNT = 114 LOTS

**PHASE II**  
TOTAL AREA  
84.55 AC  
LOT TYPE ETJ 1A = 3 LOTS  
LOT TYPE ETJ 100 = 7 LOTS  
LOT TYPE ETJ 80 = 42 LOTS  
LOT TYPE ETJ 60 = 108 LOTS  
TOTAL LOT COUNT = 160 LOTS

**PHASE I**  
TOTAL AREA  
172.10 AC  
LOT TYPE ETJ 1A = 49 LOTS  
LOT TYPE ETJ 100 = 40 LOTS  
LOT TYPE ETJ 80 = 43 LOTS  
LOT TYPE ETJ 60 = 108 LOTS  
TOTAL LOT COUNT = 240 LOTS

SEE FINAL LOT/LANDSCAPE UTILITY SANITARY/ACCESS BASINRY  
REFER TO LANDSCAPE PLAN FOR CONCEPTUAL DETAIL



CONCEPTUAL LAND PLAN  
USA PROFESSIONAL SERVICES GROUP, INC.  
1500 WESTVIEW DRIVE  
DALLAS, TEXAS 75241  
PH: 972.342.1000  
WWW.USAPROF.SERVICES.COM

**Polo Ridge Ranch**  
**Exclusive Executive Homesites**  
LOCATED IN MESQUITE, TEXAS

Major



Prepared for: Centurion American

**MESQUITE**  
TEXAS  
Real Estate, Inc.

SEC OFFSITE



EXHIBIT F  
Home Buyer Disclosure Program

The PID Administrator (as defined in the Service and Assessment Plan) for the Polo Ridge Public Improvement District (the “PID”) shall facilitate notice to prospective homebuyers in accordance with the following minimum requirements:

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

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

EXHIBIT G  
Certification for Payment Form

The undersigned is an agent for \_\_\_\_\_, a Texas \_\_\_\_\_, (the “Developer”) and requests payment from the Project Fund (as defined in the Construction, Funding, and Acquisition Agreement) from the City of Mesquite, Texas (the “City”) in the amount of \$ \_\_\_\_\_ for labor, materials, fees, and/or other general costs related to the construction of certain Authorized Improvements related to the Polo Ridge Public Improvement District (the “Authorized Improvements”). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Construction, Funding, and Acquisition Agreement (the “CFA Agreement”).

In connection to the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certification for Payment on behalf of the Developer, and is knowledgeable as to the matters set forth herein.
2. The payment requested for the below referenced Authorized Improvements have not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
3. The amount listed for the Authorized Improvements below is a true and accurate representation of the costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs are in compliance with the CFA Agreement and the Service and Assessment Plan.
4. The Developer is in compliance with the terms and provisions of the CFA Agreement, the Development Agreement and the Service and Assessment Plan.
5. All conditions set forth in the CFA Agreement, and the Development Agreement for the payment hereby requested have been satisfied.
6. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed and the City may begin inspection of the Authorized Improvements.
7. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.
8. As required by Texas Local Government Code, Section 252.051, as amended, the Developer has provided the City with an independent appraisal of any Authorized Improvement consisting

of any real property, or any interest in real property including easements and rights-of-way and open space if any, to be acquired by the City including specifically monies on deposit in the Project Fund.

**Payments requested are as follows:**

[Information regarding Payee, amount, and deposit instructions]

Payee / Description of Authorized Improvement	Total Cost of Authorized Improvement	Budgeted Cost of Authorized Improvement	Amount to be paid from the Project Fund
<b>TOTAL</b>			

Attached hereto, are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments.

Pursuant to the CFA Agreement, after receiving this Certification for Payment, the City is authorized to inspect the Authorized Improvement (or completed segment or phase) and confirm that said work has been completed in accordance with all applicable governmental laws, rules, and Plans. Afterwards, the City must then accept or deny this Certification for Payment.

I hereby declare that the above representations and warranties are true and correct.

**[DEVELOPER]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certification for Payment, acknowledges the Certification for Payment, and finds the Certification for Payment to be in order. After reviewing the Certification for Payment, the City approves the Certification for Payment.

**CITY OF MESQUITE, TEXAS**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_