



AGENDA
City Council
Tuesday, September 14, 2021
1371 WEST FM 550 - McLendon-Chisholm, Texas 75032
6:30 PM

	Page
1. CALL TO ORDER	
2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS	
3. CELEBRATING CONSTITUTION WEEK	
3.1. Mindy Lovell, Rockwall DAR Chapter Proclamation	5
4. RULES OF DECORUM	
5. CITIZEN COMMENTS	
6. CONSENT AGENDA <i>Items under the Consent Agenda are considered non-controversial or routine and will be adopted by one motion with separate discussion of items. Any items may be removed from the Consent Agenda and considered individually by request from any Council Member making such request prior to a motion and vote on the Consent Agenda.</i>	
6.1. Action regarding the Minutes of August 24, 2021 08.24.21 CC Meeting	6 - 10
7. ITEMS FOR CONSIDERATION	
7.1. Discussion and action regarding the request of Keiffer Living Trust for approval of a replat for a two-lot subdivision totaling 10 acres of land, located at 4047 West FM 550, McLendon-Chisholm, Texas; and, acceptance of a 10-foot right of way dedication for the future expansion of 550 adjacent to the subject property. Staff Report	11 - 21
7.2. Discussion and action regarding the request of Pamela C. Bazzell for a replat of four [4] residential lots [Lots 10, 11, 25, and 26, Frontier Meadows subdivision] and a 15-foot wide by 387 foot long portion of Frontier Trail [fenced, gated, and being used as the private driveway for the house being claimed through adverse possession] into one 25.892 acre residential lot. Staff Report	22 - 46

- 7.3. Discussion and action regarding consideration of an Interlocal Agreement between the City of McLendon-Chisholm and Rockwall County regarding an agreement permitting City of McLendon-Chisholm in partnership with Land Solutions SV LLC to pave Edwards Road beginning at the intersection of Edwards and League Rd continuing north to the city limits. (Requested by Palomba) 47 - 54
[Edwards Road ILA & Exhibits](#)
- 7.4. Discussion and action regarding consideration of a reimbursement agreement between City of McLendon-Chisholm and Land Solutions SV LLC to include a cost share arrangement for improvements to Edwards Road including a City budgeted expenditure in the amount of \$100,000 for said improvements. (Requested by Palomba) 55 - 108
[Proposed Reimbursement Agreement](#)
[Edwards Road Proposed Improvements](#)
[Edwards Road Exhibit](#)
- 7.5. Discussion and action regarding consideration of an Ordinance annexing a portion of Pullen Road and right-of-way located east of FM 550 and West of Hwy 205, adjacent to property located within the City of McLendon-Chisholm pursuant to Subsection 43.1055 of the Texas Local Government Code. (Requested by Rockwall County) 109 - 119
[Proposed Ordinance Annexing a portion of Pullen Rd](#)
[Rockwall Co. Resolution Requesting Annexation of portion of Pullen Road](#)
- 7.6. Discussion and action regarding consideration of an Ordinance annexing a portion of Smith Road between Connie Lane and Klutts Road and a portion of Klutts Road from the intersection of Smith Rd and Klutts road continuing east to the city limits. 120 - 128
[Proposed Ordinance Annexing portions of Smith & Klutts Roads](#)
[Rockwall Co. Resolution Requesting Annexation portions of Smith & Klutts Road](#)
- 7.7. Discussion and action regarding consideration on an Ordinance amending the Master Fee Schedule. 129 - 140
[Ordinance Amending Fee Schedule](#)
[Exhibit A - Master Fee Schedule](#)
- 7.8. Discussion and action regarding a Resolution directing the City Administrator to file a complaint with the Public Utility Commission of Texas for various reprehensible actions by RCH Water Supply causing a danger to the health, safety and welfare of citizens of McLendon-Chisholm. 141
[Proposed Resolution PUC Complaint](#)

8. EXECUTIVE SESSION

- 8.1. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary rules of Professional

Conduct of the State Bar of Texas clearly conflicts with this chapter regarding a Development Agreement between Hodges Ranch Partner, Ltd. a Texas limited partnership, Hodges Partnership, LP a Texas Limited Partnership and Warren Hodges, Independent Executor of the Estate of Evelyn Hodges, Deceased and the City of McLendon-Chisholm as related to a Development Agreement for approximately 179 acres located in the City of McLendon-Chisholm, and 580 acres located in McLendon-Chisholm's Extraterritorial Jurisdiction (ETJ) and 139 acres in the City of Heath. The proposed project site is generally located north of Pullen Road and east of FM 550, south of Rabbit Ridge Road and extending east to Horizon Road in the City of Heath. Property includes tracts/parcels of land situated in the J Simmons Survey, Abstract No. 202, the WW Ford Survey Abstract No. 80 and the Rodriguez Survey Abstract No. 231. (Requested by Palomba)

- 8.2. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding a request by Hodges Ranch Management, LLC, a Texas limited partnership for consideration of a Petition for Consent to Include Land in a Municipal Utility District tract or parcels of land situated in the J. Simmons Survey, Abstract No. 202, the W.W. Ford Survey, Abstract No. 80 and the A. Rodriguez Survey, Abstract No. 231.
- 8.3. Recess into Executive Session (Closed Meeting) in accordance with Texas Government Code: Section 551:071(2) Consultation with City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter regarding water utility services in McLendon-Chisholm.
- 8.4. Reconvene Regular Meeting
- 8.5. Executive Session Action

9. UPDATES, DISCUSSION AND DIRECTION TO STAFF
10. COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

The City Council will have an opportunity to address items of community interest including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutary recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of McLendon-Chisholm; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of McLendon-Chisholm that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of McLendon-Chisholm; and announcements involving an imminent threat to the public health and safety of people in the City of McLendon-Chisholm that has arisen after posting the agenda.

11. ADJOURN

As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed Executive Session in order to seek confidential legal advice from the City Attorney on any agenda item herein.

I, Rochelle Green, do hereby certify that the above Notice of Meeting of the City Council of McLendon-Chisholm, Texas was posted on or before 7:30 p.m., September 10, 2021 on the outside bulletin board at City Hall, a place convenient and readily accessible to the public at all times.



Proclamation

Whereas, the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

Whereas, September 17, 2021, marks the two hundred and thirty-fourth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, annually designating one week in September as Constitution Week,

Now, Therefore, I, Keith Short, Mayor of the City of McLendon-Chisholm, Texas, by virtue of the authority vested in me, do hereby proclaim the week of September 17 through September 23, 2021 as

CONSTITUTION WEEK

in the City of McLendon-Chisholm, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

In Witness Whereof, I have
hereunto set my hand and official seal
this the 14th day of September, 2021.

Keith Short, Mayor



**CITY COUNCIL MEETING
City of McLendon-Chisholm, Texas
Meeting Minutes
August 24, 2021**

The City Council of the City of McLendon-Chisholm convened in Regular Session on Tuesday, August 24, 2021, at City Hall, 1371 West FM 550, McLendon-Chisholm, Texas, with the following members present:

ATTENDING:	Lorna Kipphut	Mayor Pro Tem
	Trudy Woessner	Council Member
	Dan Tucker	Council Member
	Norman Willis	Council Member
	Brian Davis	Council Member
ABSENT:	Keith Short	Mayor
Staff Present:	Lisa Palomba	City Administrator
	Shelly Green	City Secretary
	Jim Simmons	Fire Chief
	Michael Halla	City Attorney
	Mike Coker	City Planner

1. CALL TO ORDER

Mayor Pro Tem Kipphut called the meeting to order at 6:30 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND TEXAS FLAGS

Council Member Willis delivered the invocation and Council Member Woessner led the pledge of allegiance to the U.S. and Texas Flags.

3. RULES OF DECORUM

Mayor Pro Tem Kipphut announced the Rules of Decorum are in place and are to be observed throughout the meeting.

4. CITIZEN COMMENTS

None

5. PUBLIC SAFETY BUILDING STATUS REPORT

- 5.1. Sean Spyres, AGCM Project Manager, will provide an update regarding status of the Fire Station construction project.

Sean Spyres presented an update on the construction of the new Fire Station. He reported they are still within budget on the project.

6. PRESENTATIONS

- 6.1. Huffines Communities, development group, and its engineering consultant Teague Nall & Perkins (TNP Inc.) and Landscape architecture consultant LJA, will present a development concept to the City Council regarding approximately 179 acres located in the City of McLendon-Chisholm, and 580 acres located in McLendon-Chisholm's Extraterritorial Jurisdiction (ETJ) and 139 acres in the City of Heath. The proposed project site is generally located north of Pullen Road and east of FM 550, south of Rabbit Ridge Road and extending east to Horizon Road in the City of Heath. Property includes tracts/parcels of land situated in the J Simmons Survey, Abstract No.80 and the Rodriguez Survey Abstract No. 231. No Action will be taken by Council.

Phillips Huffines, Founder and Owner of the Huffines Communities development group, Chris Cuny, engineering consultant with TNP Inc., and-1 Thomas Meurer, Landscape Architecture consultant with LJA, were present to make a presentation of the new community being proposed for the City of McLendon-Chisholm.

7. CONSENT AGENDA

- 7.1. Action regarding the Minutes of August 10, 2021
- 7.2. Action regarding the Minutes of August 16, 2021

MOTION: APPROVE THE MINUTES AS PRESENTED

MADE BY: Council Member Davis
SECONDED BY: Council Member Willis
APPROVAL: Unanimous

8. REPORTS

- 8.1. Budget Report July 2021

MOTION: APPROVE AS PRESENTED

MADE BY: Council Member Tucker
SECONDED BY: Council Member Davis
APPROVED: Unanimous

- 8.2. McLendon-Chisholm Fire Rescue Report July 2021

Chief Simmons has been ill and was unable to prepare his report for July. This report will be presented along with the August report on September 29th.

pg. 2

8.3. Building Official Report July 2021

MOTION: APPROVE AS PRESENTED

MADE BY: Council Member Tucker
SECONDED BY: Council Member Davis
APPROVED: Unanimous

8.4. Animal Control Report July 2021

MOTION: APPROVE AS PRESENTED

MADE BY: Council Member Willis
SECONDED BY: Council Member Woessner
APPROVED: Unanimous

8.5. CWD Report July 2021

MOTION: APPROVE AS PRESENTED

MADE BY: Council Member Willis
SECONDED BY: Council Member Davis
APPROVED: Unanimous

8.6. Sheriff's Report July 2021

MOTION: APPROVE AS PRESENTED

MADE BY: Council Member Tucker
SECONDED BY: Council Member Woessner
APPROVED: Unanimous

7. UPDATES, DISCUSSION AND DIRECTION TO STAFF

Council Member Davis asked Chief Simmons for information regarding the use of City Hall for an Infusion Center.

8 COUNCIL MEMBER REPORTS AND ANNOUNCEMENTS

Council Member Kipphut announced that a Bond Package for roads will be presented at the Consortium Meeting next Wednesday, September 1st. A briefing will be presented to the Council at the September 29th council meeting. She also announced that brick orders must be received by August 31st to be included in the next order.

pg. 3

pg. 4

9. ADJOURN

There being no further business to discuss, Mayor Pro Tem Kipphut adjourned the meeting at 7:58 p.m.

APPROVED:

Lorna Kipphut, Mayor Pro Tem

Rochelle Green, City Secretary



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: September 2, 2021

APPLICANT: Luke Keiffer

LOCATION: 4047 W. FM 550, McLendon-Chisholm, Texas

CITY COUNCIL MEETING – September 14, 2021

REQUEST:

The applicant is requesting approval of a final plat for a two-lot subdivision totaling 10 acres of land, located at 4047 West FM 550, McLendon-Chisholm, Texas and acceptance of a 10 foot right of way dedication for the future expansion of FM 550 adjacent to the subject properties.

PROPERTY OWNER: Keiffer Living Trust

REPRESENTATIVE: Luke Keiffer

PLANNING AND ZONING COMMISSION RECOMMENDATION: At their September 9, 2021 meeting the Planning and Zoning Commission recommended approval of the request.

STAFF RECOMMENDATION: Approval

BACKGROUND INFORMATION:

The subject property is a ten [10] Acre tract of land located at 4047 W. FM 550. [Rockwall CAD No. 21930]. This is currently a platted lot identified as Lot 1, Block A, Samples Subdivision. The requested replat provides for new Lot 1 and Lot 2, Block A, Samples Subdivision and a right of way dedication of 10 feet for the future expansion of FM 550.

The applicant requested a variance to the required street frontage for proposed lot 2 and the Board of Adjustment approved the requested 51.91 foot reduction to the required 300 feet of frontage subject the condition that the applicant submit a replat for the property and provide the dedication of right of way for the future widening of FM 550.

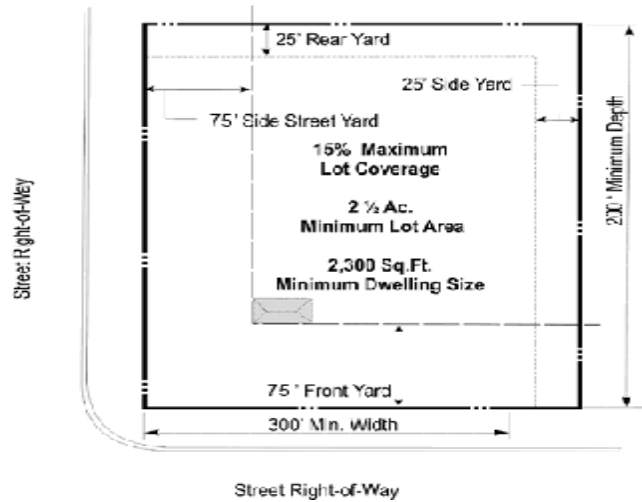
The proposed two and one-half acre lot [Lot 1] will contain more than the required 300-foot minimum frontage on the public right of way. The larger lot [Lot 2] has two points of connection with the right of way separated by Lot 1 and the combined frontages of Lot 2 does not provide for the 300 feet of street frontage. The ordinance does not require that the 300 feet be contiguous, so a combination of linear frontages on the same lot would satisfy the code requirement if they equal 300 feet. In this case, the

Final Plat



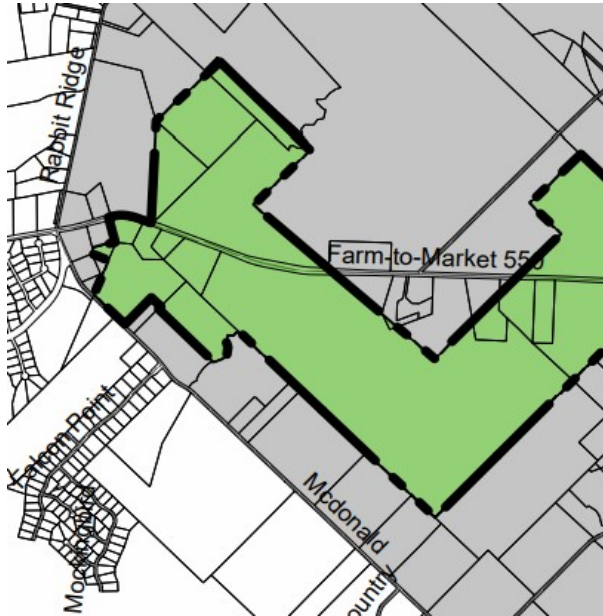
Zoning:

The zoning envelope for the Agriculture zoning district is shown in the graphic below.



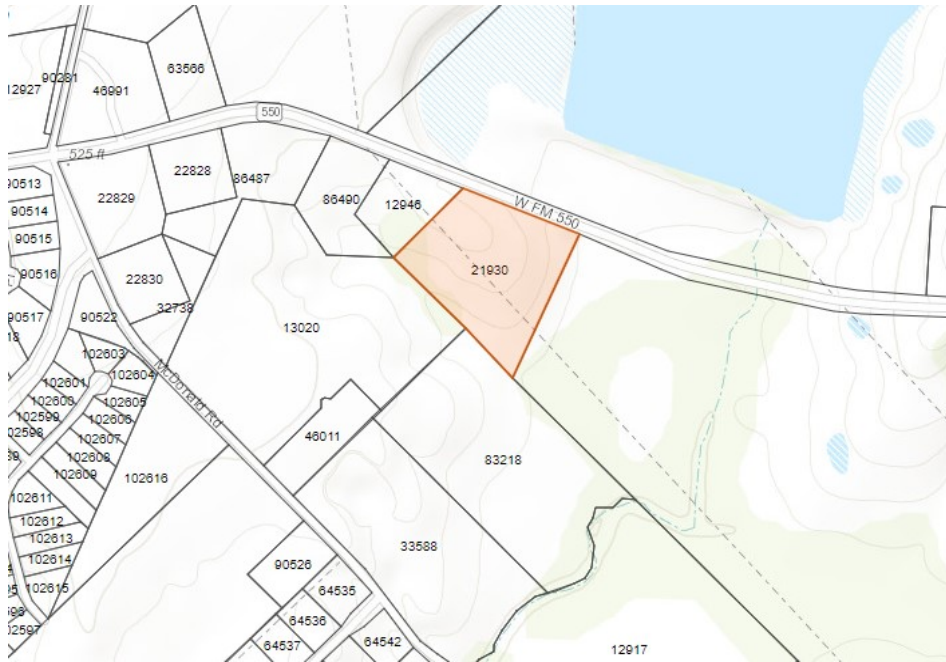
The Agriculture zoning district requires a minimum residential lot size of 2.5 acres of land and minimum lot frontage of 300 feet adjacent to the street right of way.

Zoning map:



The subject property is a ten-acre platted lot located on the south side of FM 550 just east of Rabbit Ridge Road. [See the attached Rockwall CAD map with the subject property outlined in orange].

Rockwall CAD map with Property ID #21930
Subject property location on W. FM 550

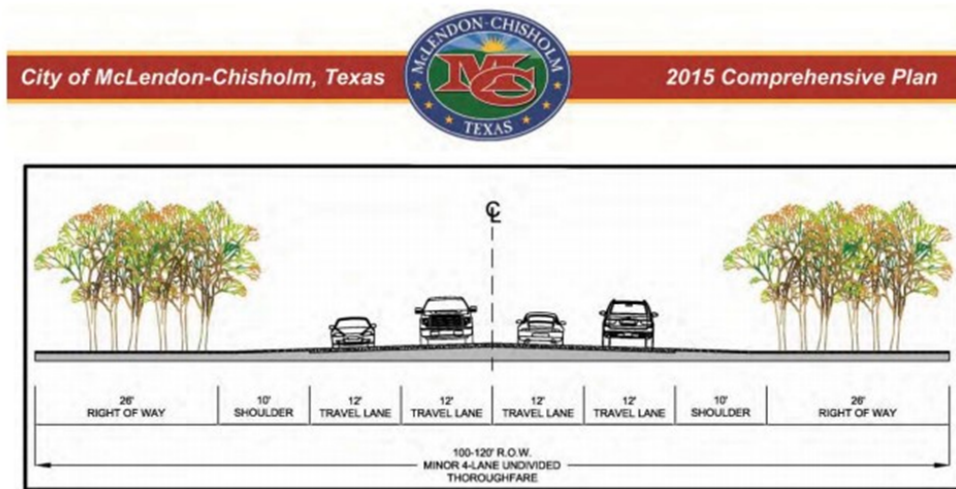


THIS AREA INTENTIONALLY LEFT BLANK

Thoroughfares/streets:

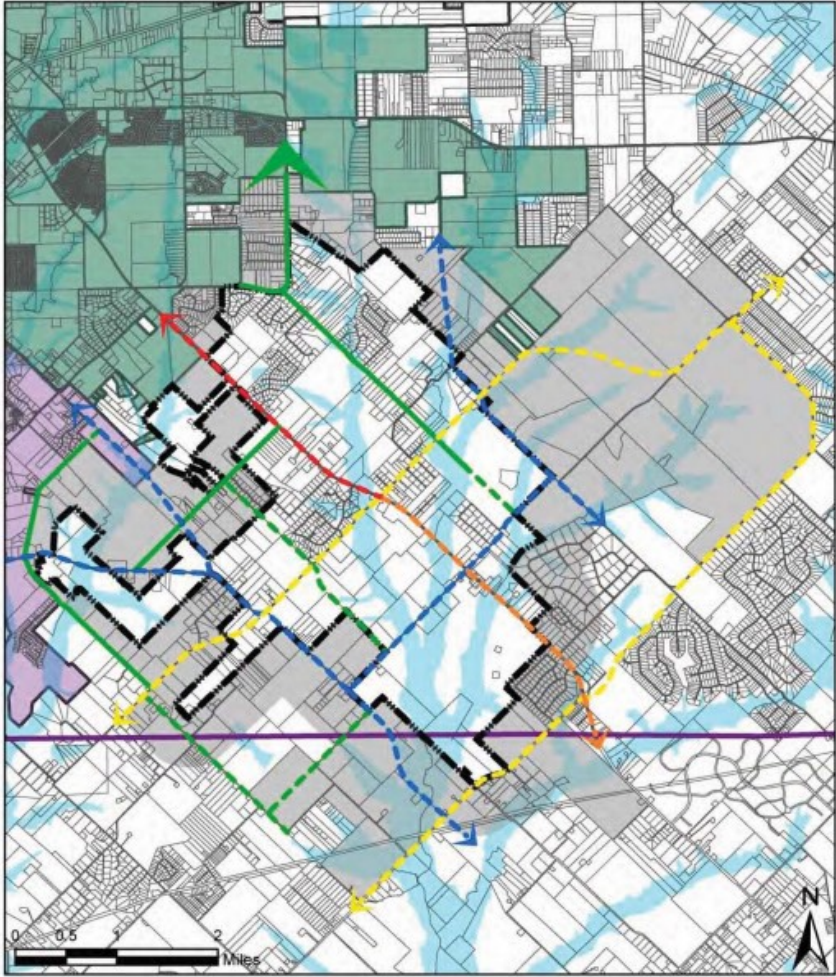
FM 550 is a two-lane undivided thoroughfare. The Thoroughfare Plan calls for FM 550 to be a four-lane undivided thoroughfare with a right of way of 100 to 120 feet. Rockwall County maps show the existing right of way to be 80 feet adjacent to the subject property. When the property is re-platted into two

lots, the City will require an additional 10 feet of right of way between the existing right of way and the new property lines.



THIS AREA INTENTIONALLY LEFT BLANK

City of McLendon-Chisholm Thoroughfare Plan June 2015



- Legend**
- McLendon-Chisholm City Limits
 - McLendonChisholm ETJ
 - City of Heath
 - City of Rockwall
 - County Line
 - Principal 6-Lane Divided Thoroughfare
 - Principal 4-Lane Divided Thoroughfare
 - Minor 4-Lane Divided Thoroughfare
 - Minor 4-Lane Undivided Thoroughfare
 - Collector 2-Lane Undivided
 - Dashed Thoroughfares Represent Proposed Alignments

SUBDIVISION ORDINANCE FINAL PLAT SECTION

(b) Final plat. After approval of a preliminary plan by the city council, a final plat, prepared by a registered engineer and bearing his seal, shall be submitted to the city council by filing in the office of the city secretary. Such plat shall have all changes and alterations made on it that were required on the previously submitted preliminary plan.

(1) Sheet size and scale. All final plats shall be drawn in India ink or comparable on tracing cloth or plastic tracing sheets 24 inches by 30 inches and to a scale of one inch equals 100 feet or in accordance with the county final plat requirements. Where more than one sheet is required, an index sheet of maximum size 18 inches by 27 inches shall be filed showing the entire subdivision.

(2) The final plat shall contain the following information.

(A) Existing features inside subdivision.

(i) The existing boundary lines with accurate distances and bearings of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification.

(ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.

(iii) True bearings and distances to the nearest established street lines, official monuments, or subdivision corners.

(iv) The location and width of existing streets, alleys, easements, rights-of-way, buildings, and structures to be retained.

(v) Topographical information with contour lines at one-foot intervals.

(vi) An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.

(B) Existing features outside subdivision.

(i) The name and property lines of adjoining subdivisions and of the adjoining property owners, together with the respective plat or deed references.

(ii) The name and location of adjacent streets, alleys, driveways, easements, watercourses, etc.

All lines outside of subdivision boundaries shall be dashed.

(C) Streets, alleys, easements. Engineering construction standards for inspections are set forth in [appendix 1](#).

The lines and names of all proposed streets or other ways or easements to be dedicated to public use shall be shown on the final plat with the following engineering data:

(i) For streets. Complete curve data (delta, length, radius, tangent, point of curve, point of reverse curve, point of tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line.

(ii) For watercourses and easements. Drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 100-year storm. Lots that are adjacent to a major watercourse will show minimum finish flood elevations two feet above the calculated 100-year flood elevation.

(D) Lots and blocks. The lines and numbers of all proposed lots and blocks with complete bearings and dimensions for front, rear and side lot lines, and area of each lot.

(E) Reservations. The use and property dimensions of all special reservations, including sites for schools, churches, and parks.

(F) Monuments and control points.

(i) The description and location of all permanent survey monuments and control points.

(ii) Suitable primary control points to which all dimension bearings and similar data shall be referred. Dimensions shall be shown in feet and decimals of a foot.

(iii) Reference to source of bearing for legal description.

(iv) Reference to existence of any floodplain indication on FEMA map.

(G) Key map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one mile.

(H) Title, etc. The date, scale, north point and subdivision title, name and address, and seal of engineer.

(I) Dedications and certificates. Such dedications and certificates as are applicable.

(i) A certificate of dedication of all streets, public highways, alleys, parks, utility easements, and other land intended for public use forever, signed by the owner or owners and by all other parties who have a mortgage or lien interest in the property and acknowledged before a notary public. All deed restrictions that are to be filed with the final plat shall be shown or filed separately.

(ii) A waiver of claim for damages against the city occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.

(iii) Certification by a registered engineer or a licensed state land surveyor, duly licensed by the State of Texas, to the effect that the plan represents a survey made by him, and that all the necessary survey monuments are correctly shown therein.

(iv) The following certificates shall be placed on the final plat, in a manner that will allow the filling in of the certificate by the proper party:

“1. Approved:

Mayor

Date

2. Acknowledged:

This approval shall be invalid unless the approved Final Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas within ninety (90) days from said date of final approval.

Witness my hand this _____ day of _____, 20_____.

City Secretary, City of McLendon-Chisholm, Texas”

(J) Special restrictions. Where restrictions of use of land, other than those given in these regulations, are to be imposed by the owner/subdivider, such restrictions shall be placed on the final plat or on a separate instrument filed with the plat.

(K) Tax certificates showing that all ad valorem taxes have been paid are to be submitted concurrent with the final plat.

(3) Submission. The city shall be furnished with ten legible prints and the original tracing of the final plat at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such final plat is to be considered. One additional copy of the final plat together with engineering plans shall be submitted to city staff for review at least ten days prior to the submission of the final plat to the city council. A final plat filed prior to the 21st day preceding the next succeeding regular meeting of the commission may be considered as having been filed on the 21st day preceding the meeting. A final plat filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plat which is not accompanied with the prescribed filing fees will not be considered as having been filed.

(4) Approval. Final approval will expire one year after the city council action granting approval of any final plat unless that plat has been filed for record, except that if the owner/subdivider shall apply in writing prior to the end of such one-year period, stating reasons for needing the extension, this period may at the discretion of the city council be extended for another year but not beyond that period. The owner/subdivider may obtain approval of a portion or a section of a subdivision for which tentative or conditional approval was obtained on a preliminary plan provided he meets all the requirements of this article with reference to such portion or section in the same manner as is required for a complete addition. The final plat shall not be filed of record until the subdivision has been constructed and accepted by the city.

(5) The owner/subdivider may, at his option, elect to combine his preliminary plan and final plat of a subdivision whenever the tract of land:

(A) Is to be resubdivided without a change of street locations, or is so situated that the pattern of streets in said tract is predetermined by streets of immediately adjacent adjoining recorded subdivisions;

(B) The proposed development will be of the same use and of comparable density as adjacent existing or contemplated development; and

(C) Is a minimum of two and one-half acres in total area.

THIS AREA INTENTIONALLY LEFT BLANK



CITY COUNCIL – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: September 10, 2021
APPLICANT: Pamela C. Bazzell
LOCATION: 100 Serene Haven, McLendon-Chisholm, Texas
CITY COUNCIL HEARING DATE: September 14, 2021

REQUEST:

The applicant is requesting a replat of four [4] residential lots [Lots, 10, 11, 25 and 26, Frontier Meadows subdivision] and a 15 foot wide by 387 foot long portion of Frontier Trail [fenced, gated, and being used as the private driveway for the house being claimed through adverse possession] into one 25.892 acre residential lot.

PROPERTY OWNER: Pamela C. Bazzell
REPRESENTATIVE: Pamela C. Bazzell

PLANNING AND ZONING COMMISSION RECOMMENDATION: The Planning and Zoning Commission recommended approval of the application at their meeting of September 9, 2021.

STAFF RECOMMENDATION: Approval

BACKGROUND INFORMATION:

The subject property is located at the northwesterly portion of Frontier Trail. It is currently comprised of four residential lots and a 15 foot wide driveway [part of the platted Frontier Meadows right of way providing access to the current Lot 25].

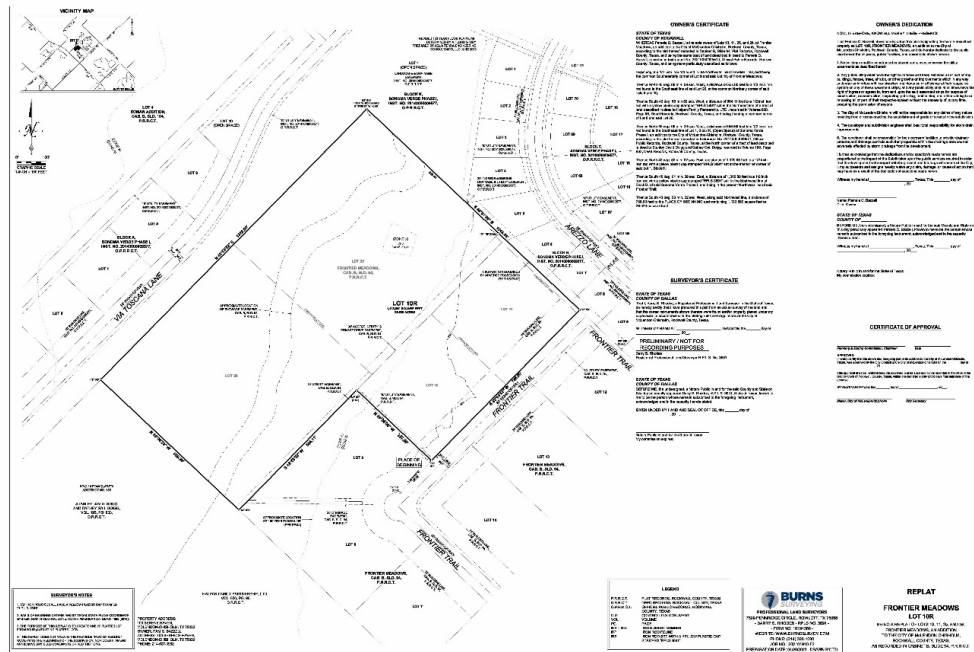
The zoning district designation for the subject site and surrounding area is SF 2.5. This zoning district requires a minimum lot size of 2.5 acres of land. The total acreage of the proposed replat of the existing four lots into one lot is a little less than 26 acres of land. The replatted property will have a front yard adjacent to Frontier Trail for the entirety of current Lots 10 and 11.

The new lot will be identified as Lot 10R of the Frontier Meadows subdivision. This application is being considered as a final plat subsequent to the provision of the Subdivision Regulations providing that the preliminary and final plats may be combined as shown highlighted in yellow in the Final Plat requirements shown later in this report.

[Note: The applicant made a request to the Board of Adjustment regarding accessory structures to be located within the front yard of the replatted property. The staff report for that request is attached at

the end of this report to provide additional information regarding this property. The Board of Adjustment approved the two variances requested.]

Requested replat



THIS AREA INTENTIONALLY LEFT BLANK

Zoning Map



Inclusion of the 15 foot by 387 foot portion of the current Frontier Meadows subdivision shown as part of the access to the existing lot 25 is based upon the fact that this 15 foot access has been used by Lot 25 since construction of the house in 2008 and has been gated to restrict access to the right of way since that time.

Adverse possession requirements in the State of Texas: According to Texas Civil Practice & Remedies Code, Section 16.026, the claim of adverse possession may be claimed following at least ten [10] years of care of the property. In this case, the property has been gated and cared for by the owner of Lot 25 since at least 2008, more than 10 years.

Final plat. After approval of a preliminary plan by the city council, a final plat, prepared by a registered engineer and bearing his seal, shall be submitted to the city council by filing in the office of the city secretary. Such plat shall have all changes and alterations made on it that were required on the previously submitted preliminary plan.

- (1) Sheet size and scale. All final plats shall be drawn in India ink or comparable on tracing cloth or plastic tracing sheets 24 inches by 30 inches and to a scale of one inch equals 100 feet or in accordance with the county final plat requirements. Where more than one sheet is required, an index sheet of maximum size 18 inches by 27 inches shall be filed showing the entire subdivision.
- (2) The final plat shall contain the following information.
 - (A) Existing features inside subdivision.

(i) The existing boundary lines with accurate distances and bearings of the land to be subdivided. Boundary lines shall be drawn in heavy [lines] for easy identification.

(ii) The location of existing watercourses, railroads, and other similar drainage and transportation features.

(iii) True bearings and distances to the nearest established street lines, official monuments, or subdivision corners.

(iv) The location and width of existing streets, alleys, easements, rights-of-way, buildings, and structures to be retained.

(v) Topographical information with contour lines at one-foot intervals.

(vi) An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.

(B) Existing features outside subdivision.

(i) The name and property lines of adjoining subdivisions and of the adjoining property owners, together with the respective plat or deed references.

(ii) The name and location of adjacent streets, alleys, driveways, easements, watercourses, etc.

All lines outside of subdivision boundaries shall be dashed.

(C) Streets, alleys, easements. Engineering construction standards for inspections are set forth in [appendix 1](#).

The lines and names of all proposed streets or other ways or easements to be dedicated to public use shall be shown on the final plat with the following engineering data:

(i) For streets. Complete curve data (delta, length, radius, tangent, point of curve, point of reverse curve, point of tangent) shown on the centerline on each side of street; length and bearings of all tangents; dimensions from all angle points and points of curve to an adjacent side lot line.

(ii) For watercourses and easements. Drainage easements will be provided covering all land within the subdivision that is subject to inundation by a 100-year storm. Lots that are adjacent to a major watercourse will show minimum finish flood elevations two feet above the calculated 100-year flood elevation.

(D) Lots and blocks. The lines and numbers of all proposed lots and blocks with complete bearings and dimensions for front, rear and side lot lines, and area of each lot.

(E) Reservations. The use and property dimensions of all special reservations, including sites for schools, churches, and parks.

(F) Monuments and control points.

(i) The description and location of all permanent survey monuments and control points.

(ii) Suitable primary control points to which all dimension bearings and similar data shall be referred. Dimensions shall be shown in feet and decimals of a foot.

(iii) Reference to source of bearing for legal description.

(iv) Reference to existence of any floodplain indication on FEMA map.

(G) Key map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one mile.

(H) Title, etc. The date, scale, north point and subdivision title, name and address, and seal of engineer.

(I) Dedications and certificates. Such dedications and certificates as are applicable.

(i) A certificate of dedication of all streets, public highways, alleys, parks, utility easements, and other land intended for public use forever, signed by the owner or owners and by all other parties who have a mortgage or lien interest in the property and acknowledged before a notary public. All deed restrictions that are to be filed with the final plat shall be shown or filed separately.

(ii) A waiver of claim for damages against the city occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.

(iii) Certification by a registered engineer or a licensed state land surveyor, duly licensed by the State of Texas, to the effect that the plan represents a survey made by him, and that all the necessary survey monuments are correctly shown therein.

(iv) The following certificates shall be placed on the final plat, in a manner that will allow the filling in of the certificate by the proper party:

“1. Approved:

Mayor

Date

2. Acknowledged:

This approval shall be invalid unless the approved Final Plat for such Addition is recorded in the office of the County Clerk of Rockwall County, Texas within ninety (90) days from said date of final approval.

Witness my hand this _____ day of _____, 20_____.

City Secretary, City of McLendon-Chisholm, Texas”

(J) Special restrictions. Where restrictions of use of land, other than those given in these regulations, are to be imposed by the owner/subdivider, such restrictions shall be placed on the final plat or on a separate instrument filed with the plat.

(K) Tax certificates showing that all ad valorem taxes have been paid are to be submitted concurrent with the final plat.

(3) Submission. The city shall be furnished with ten legible prints and the original tracing of the final plat at least ten but not more than 21 consecutive calendar days before the next available meeting of the planning and zoning commission at which such final plat is to be considered. One additional copy of the final plat together with engineering plans shall be submitted to city staff for review at least ten days prior to the submission of the final plat to the city council. A final plat filed prior to the 21st day preceding the next succeeding regular meeting of the commission may be considered as having been filed on the 21st day preceding the meeting. A final plat filed within ten days of the next succeeding regular meeting shall be considered as having been filed on the 21st day preceding the second succeeding regular meeting. A plat which is not accompanied with the prescribed filing fees will not be considered as having been filed.

(4) Approval. Final approval will expire one year after the city council action granting approval of any final plat unless that plat has been filed for record, except that if the owner/subdivider shall apply in writing prior to the end of such one-year period, stating reasons for needing the extension, this period may at the discretion of the city council be extended for another year but not beyond that period. The owner/subdivider may obtain approval of a portion or a section of a subdivision for which tentative or conditional approval was obtained on a preliminary plan provided he meets all the requirements of this article with reference to such portion or section in the same manner as is required for a complete addition. The final plat shall not be filed of record until the subdivision has been constructed and accepted by the city.

(5) The owner/subdivider may, at his option, elect to combine his preliminary plan and final plat of a subdivision whenever the tract of land:

(A) Is to be resubdivided without a change of street locations, or is so situated that the pattern of streets in said tract is predetermined by streets of immediately adjacent adjoining recorded subdivisions;

(B) The proposed development will be of the same use and of comparable density as adjacent existing or contemplated development; and

(C) Is a minimum of two and one-half acres in total area.



BOARD OF ADJUSTMENT – CITY OF MCLENDON-CHISHOLM, TEXAS

DATE: August 23, 2021

APPLICANT: Pamela C. Bazzell

LOCATION: 100 Serene Haven, McLendon-Chisholm, Texas

BOARD HEARING DATE: August 30, 2021

REQUEST:

The applicant is requesting variances to locational requirements for accessory structures. Specifically, to construct two accessory structures in the front yard of a primary residential structure; and secondly the ability to construct two accessory structures within the 100 year flood plain contrary to the decision of the City's Flood Plain Administrator.

PROPERTY OWNER: Pamela C. Bazzell

REPRESENTATIVE: Pamela C. Bazzell

STAFF RECOMMENDATION: As related to variance **Request #1:** Approval. The location of the proposed accessory structures conform to the requirements of the Powers of the Board to permit variances:

1. Permit a variance in the yard requirements of any district where there are unusual and practical difficulties or unnecessary hardships in the carrying out of the provisions due to an irregular shape of the lot or topographical or other conditions, provided such variance will not seriously affect any adjoining property or the general welfare.
2. Authorize, upon appeal, whenever a property owner can show that a strict application of the terms of this ordinance relating to the construction or alteration of buildings or structures will impose upon him unusual and practical difficulties or particular hardship, such variances from the strict application of the terms of this ordinance as are in harmony with its own general purpose and intent, but only when the board is satisfied that granting of such variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship or difficulty so great as to warrant a variance from the comprehensive plan as established by this ordinance and at the same time, the surrounding property will be properly protected.

STAFF RECOMMENDATION: As related to variance **Request #2:** Approval, subject to the following conditions:

- The applicant provides documentation from a registered professional engineer that shows that the addition of the two structures within Zone A as identified by the FEMA map, will not increase the water level during the 100 year flood event;
- The applicant applies for the required Flood Plain Development Permit.
- The applicant provides designs for the accessory buildings that conform to the requirements of Sections 3.04.063 and 3.04.092 of the City of McLendon-Chisholm Code of Ordinances

BACKGROUND INFORMATION:

The subject property is located at the northwesterly portion of Frontier Trail. It is currently comprised of four residential lots. [NOTE: the applicant has applied for a residential replat of the four properties to combine them into one residential lot and that application will be heard in early September 2021].

The zoning district designation for the subject site and surrounding area is SF 2.5. This zoning district requires a minimum lot size of 2.5 acres of land. The total acreage of the proposed replat of the existing four lots into one lot is a little more than 26 acres of land. The replatted property will have a front yard adjacent to Frontier Trail for the entirety of current Lots 10 and 11.

The applicant has indicated that the two new accessory structures will provide storage for materials and equipment needed to maintain the 26 acres of land.

The variances that are being requested are as follows:

1. The ability to construct two new accessory structures between the existing street frontage and the front of the house; and
2. The ability to constructed two new accessory structures within the FEMA designated 100 year flood plain.

THIS AREA INTENTIONALLY LEFT BLANK

Request #1, background and requirements:

Zoning Map



Section 4-3 of the McLendon-Chisholm Zoning Ordinance:

"E. Accessory building and structure regulations. All regulations for accessory building or accessory structures shall be in compliance with [section 6-3](#), Accessory building regulations."

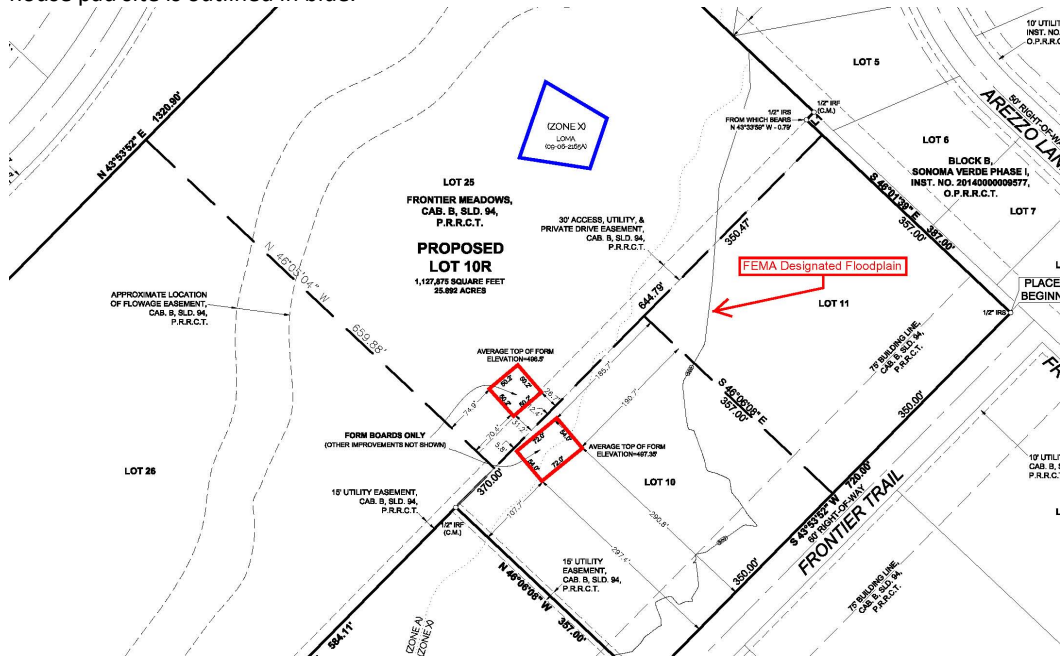
Section 6-3 of the McLendon-Chisholm Zoning Ordinance:

"Accessory building. Any building customarily incidental to the principal building, including among other things, a garage for parking of vehicles, storage shed, greenhouse, pool cabana or tool storage shed and similar such structures not used for any commercial or dwelling purposes."

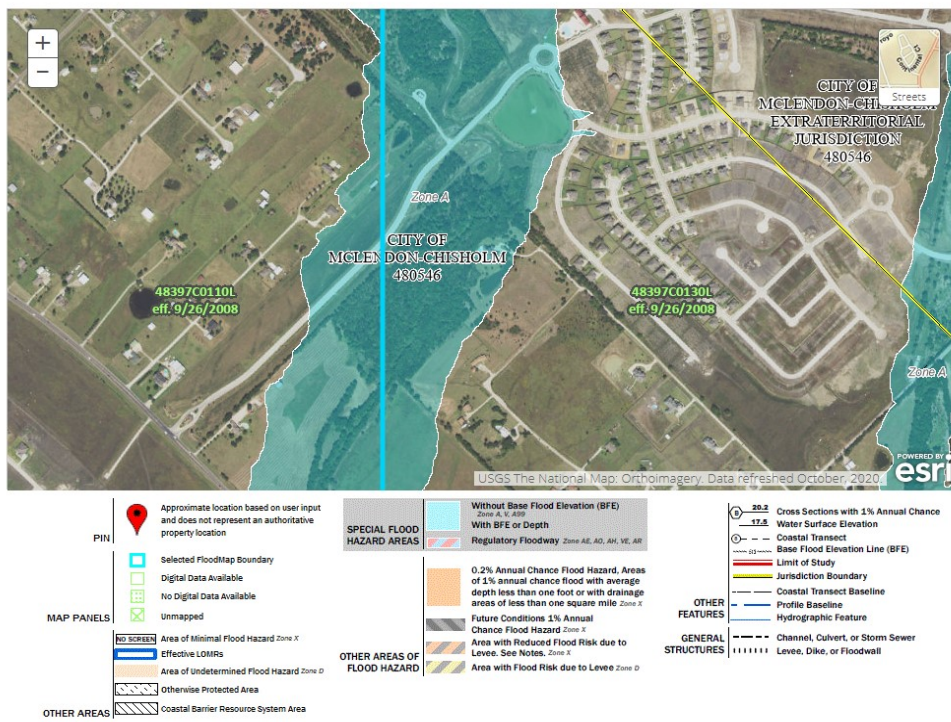
"Area regulations. Area regulations for accessory buildings in residential and multifamily districts:

1. Front yard. Attached front accessory building shall have a front yard not less than the main building or as specified in the particular district. Detached accessory buildings shall be located in the area defined as the rear yard.”

The exhibit [below] that shows the two proposed accessory structures [outlined in red] and the existing house pad site is outlined in blue.



Larger map showing property and Frontier Trail



Chapter 3 of the McLendon-Chisholm Code of Ordinances; BUILDING REGULATIONS: Subsection 3.04, FLOODS AND STORMWATER, regulates construction in the FEMA designated flood plain [Zone A]. The attached FEMA flood plain map shows the location of the proposed accessory structures to be located in the area identified as Zone A.

The house pad site was removed from the flood plain in 2008 with an approved letter of map revision.

THIS AREA INTENTIONALLY LEFT BLANK

Page 2 of 2		Date: June 11, 2009	Case No.: 09-06-2165A	LOMR-F
-------------	--	---------------------	-----------------------	--------



Federal Emergency Management Agency

Washington, D.C. 20472

LETTER OF MAP REVISION BASED ON FILL DETERMINATION DOCUMENT (REMOVAL)

ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS)

LEGAL PROPERTY DESCRIPTION (CONTINUED)

COMMENCING at the easternmost lot corner; thence S88°31'48"W, 280.98 feet; thence S18°20'30"W, 74.52 feet; thence N81°09'49"W, 98.54 feet; thence N19°17'09"E, 109.35 feet; thence S60°39'20"E, 97.18 feet to the POINT OF BEGINNING

FILL RECOMMENDATION (This Additional Consideration applies to the preceding 1 Property.)

The minimum NFIP criteria for removal of the subject area based on fill have been met for this request and the community in which the property is located has certified that the area and any subsequent structure(s) built on the filled area are reasonably safe from flooding. FEMA's Technical Bulletin 10-01 provides guidance for the construction of buildings on land elevated above the base flood elevation through the placement of fill. A copy of Technical Bulletin 10-01 can be obtained by calling the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or from our web site at <http://www.fema.gov/mit/tb1001.pdf>. Although the minimum NFIP standards no longer apply to this area, some communities may have floodplain management regulations that are more restrictive and may continue to enforce some or all of their requirements in areas outside the Special Flood Hazard Area.

PORTIONS OF THE PROPERTY REMAIN IN THE SFHA (This Additional Consideration applies to the preceding 1 Property.)

Portions of this property, but not the subject of the Determination/Comment document, may remain in the Special Flood Hazard Area. Therefore, any future construction or substantial improvement on the property remains subject to Federal, State/Commonwealth, and local regulations for floodplain management.

ZONE A (This Additional Consideration applies to the preceding 1 Property.)

The National Flood Insurance Program map affecting this property depicts a Special Flood Hazard Area that was determined using the best flood hazard data available to FEMA, but without performing a detailed engineering analysis. The flood elevation used to make this determination is based on approximate methods and has not been formalized through the standard process for establishing base flood elevations published in the Flood Insurance Study. This flood elevation is subject to change.

This attachment provides additional information regarding this request. If you have any questions about this attachment, please contact the FEMA Map Assistance Center toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, 3601 Eisenhower Avenue, Suite 130, Alexandria, VA 22304-6439.


 William R. Blanton Jr., CFM, Chief
 Engineering Management Branch
 Mitigation Directorate

Sec. 3.04.033 Statement of purpose

It is the purpose of this division to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood-control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
- (7) Ensure that potential buyers are notified that property is in a flood area.

Sec. 3.04.034 Methods of reducing flood losses

The following methods are hereby adopted to reduce flood losses:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

Sec. 3.04.036 Lands to which this division applies

This division shall apply to all areas of special flood hazard within the jurisdiction of the city. (Ordinance 97-1, art. 3, sec. A, adopted 1/13/97; Ordinance 2008-11, art. 3, sec. A, adopted 9/9/08; 2007 Code, sec. 42-6)

Sec. 3.04.038 Establishment of development permit

A floodplain development permit shall be required to ensure conformance with the provisions of this division. (Ordinance 97-1, art. 3, sec. C, adopted 1/13/97; Ordinance 2008-11, art. 3, sec. C, adopted 9/9/08; 2007 Code, sec. 42-8) [Note: in order for the applicant to request a floodplain development permit, she must have received the requested variance approval from the Board of Adjustment].

Sec. 3.04.064 Variance procedures

The procedures for acquiring a variance shall be as follows:

- (1) The appeal board, as established by the city council, shall hear and render judgment on requests for variances from the requirements of this division.
- (2) The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this division.
- (3) Any person or persons aggrieved by the decision of the appeal board may appeal such decision in the courts of competent jurisdiction.
- (4) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
- (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this division.
- (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in [section 3.04.063](#)(2) of this division have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases.
- (7) Upon consideration of the factors noted above and the intent of this division, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this division ([section 3.04.033](#)).
- (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
- (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(10) Prerequisites for granting variances:

(A) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(B) Variances shall only be issued upon:

(i) Showing a good and sufficient cause;

(ii) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(iii) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(C) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(11) Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that:

(A) The criteria outlined in subsection (1) through (9) of this section are met; and

(B) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

Sec. 3.04.092 Specific standards

In all areas of special flood hazards where base flood elevation data has been provided as set forth in [section 3.04.037](#), [section 3.04.062](#)(8), or [section 3.04.093](#)(3), the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated to two feet above the base flood elevation. A registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in [section 3.04.063](#)(1)(A), is satisfied.

(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated to two feet above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads

and effects of buoyancy. A registered professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

(3) Enclosures. New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (A) A minimum of two openings on separate walls having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
- (B) The bottom of all openings shall be no higher than one foot above grade.
- (C) Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

Thoroughfares/streets:

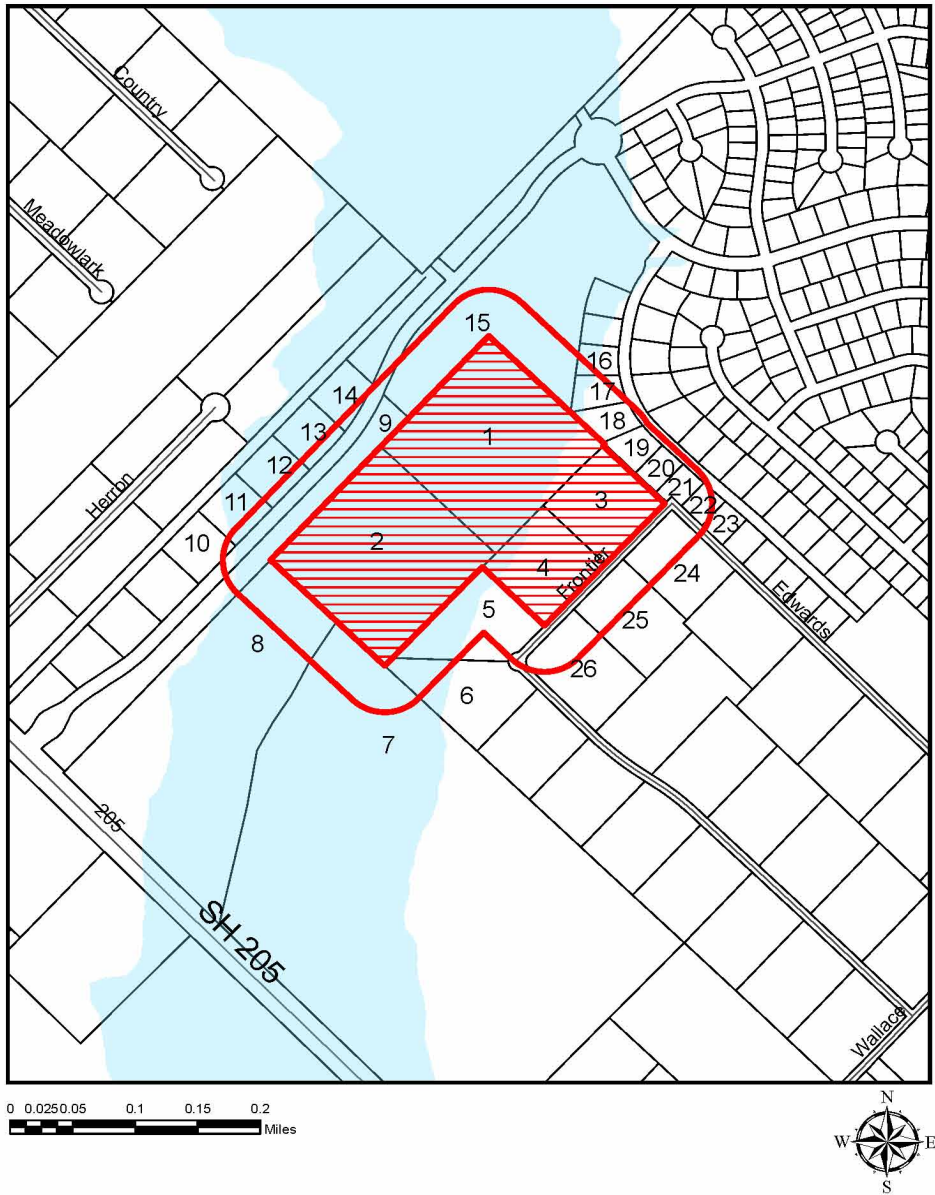
The subject properties front on Frontier Trail, a local street that provides access to the residential properties in the Frontier Meadows subdivision. A small portion of the Frontier Trail access easement provides direct driveway access to Lot 25 which is the lot that has the existing house. Current lots 10 and 11 are directly adjacent to Frontier Trail.

THIS AREA INTENTIONALLY LEFT BLANK

The City sent notices to property owners within 200 feet of the subject property and have not received any responses in support of the request nor any responses in opposition to the request.



City of McLendon-Chisholm
Property ID: 16648, 16649,
16633, 16634



Notification:



100 Serene Haven – 200' Notification

1. Pamela C Bazzell
100 Serene Haven
McLendon Chisholm, TX 75032
2. Pamela C Bazzell
100 Serene Haven
McClendon Chisholm, TX 75032
3. Pamela C Bazzell
100 Serene Haven
McClendon Chisholm, TX 75032
4. Pamela C Bazzell
100 Serene Haven
McClendon Chisholm, TX 75032
5. Nichols Lee Chatham & Darlene Null
PO Box 2336
Rockwall, TX 75087
6. York Quentin Glen & Tiffany Lynn
PO Box 384
Rockwall, TX 75087
7. Halpain Family Partnership LTD
951 S. State Highway 205
Rockwall, TX 75032
8. Doigg Stanley David Et Ux
651 S. Highway 205
Rockwall, TX 75032
9. Land Solutions SV LLC
15441 Knoll Trail Drive
Dallas, TX 75248
10. Land Solutions SV LLC
15441 Knoll Trail Drive
Dallas, TX 75248

11. Land Solutions SV LLC
15441 Knoll Trail Drive
Dallas, TX 75248
12. Land Solutions SV LLC
15441 Knoll Trail Drive
Dallas, TX 75248
13. Land Solutions SV LLC
15441 Knoll Trail Drive
Dallas, TX 75248
14. Land Solutions SV LLC
15441 Knoll Trail Drive
Dallas, TX 75248
15. Sonoma Verde Homeowners Association Inc.
8360 E. Via de Ventura
Scottsdale, AZ 85258
16. Lockwood Kendall
1315 Arezzo Lane
Rockwall, TX 75032
17. Pribbenow Glynn David and Ginella Marie
1321 Arezzo Lane
Rockwall, TX 75032
18. Adebisi Adetola G and Jose Felipe Bemudez Saenz
1327 Arezzo Lane
Rockwall, TX 75032
19. Medina Abraham Medina and Jocelyn Prill-Medina
1333 Arezzo Lane
Rockwall, TX 75032
20. Metz Tanner Jeffrey and Emily Rebecca
1339 Arezzo Lane
McLendon Chisholm, TX 75032
21. Lavandowski John P & Cindy L
1345 Arezzo Lane
McLendon Chisholm, TX 75032

22. Oberhansley Nokuthula Shamiso and Luke
1351 Arezzo Lane
Rockwall, TX 75032
23. Langer Ashley Ann and Armando Jaramillo Jr
1357 Arezzo Lane
Rockwall, TX 75032
24. Shenandoah Real Estate Trust
681 Frontier Trail
McLendon Chisholm, TX 75032
25. Hinojosa Lucio and Rosa Yesenia Reyes
507 Martinique Avenue
Dallas, TX 75223
26. Garcia Veronica and Juan
1829 Mercury
Garland, TX 75040

THIS AREA INTENTIONALLY LEFT BLANK

Powers of the Board:

G. Variances. The board shall have the power to authorize upon appeal in specific cases such variances from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance will result in unnecessary hardship and so that the spirit of this ordinance shall be observed and substantial justice done, including the following:

1. Permit a variance in the yard requirements of any district where there are unusual and practical difficulties or unnecessary hardships in the carrying out of the provisions due to an irregular shape of the lot or topographical or other conditions, provided such variance will not seriously affect any adjoining property or the general welfare.
2. Authorize, upon appeal, whenever a property owner can show that a strict application of the terms of this ordinance relating to the construction or alteration of buildings or structures will impose upon him unusual and practical difficulties or particular hardship, such variances from the strict application of the terms of this ordinance as are in harmony with its own general purpose and intent, but only when the board is satisfied that granting of such variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship or difficulty so great as to warrant a variance from the comprehensive plan as established by this ordinance and at the same time, the surrounding property will be properly protected.
3. The board shall have the power to hear and decide appeals where it is alleged there is error of law in any order, requirements, decision or determination made by the mayor or his/her designee in the enforcement of this ordinance. Except as otherwise provided herein, the board shall have, in addition, the following specific powers:
 - (a) To permit the erection and use of a building or the use of premises for railroads if such uses are in general conformance with the master plan and present no conflict or nuisance to adjacent properties.
 - (b) To permit a public utility or public service or structure in any district, or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety, or general welfare.
 - (c) To grant a permit for the extension of a use, height or area regulation into an adjoining district, where the boundary line of the district divides a lot in a single ownership on the effective date of this ordinance.
 - (d) To permit the reconstruction of a non-conforming building which has been damaged by explosion, fire, act of God, or the public enemy, to the extent of more than 50 percent of its fair market value, where the board finds some compelling necessity requiring a continuance of the nonconforming use.
 - (e) To waive or reduce the parking and loading requirements in any of the districts, when (i) the character or use of the building is such as to make unnecessary the full provision of parking or loading facilities; or (ii) when such regulations would impose

an unreasonable hardship upon the use of the lot. The board shall not waive or reduce such requirements merely for the purpose of granting an advantage or a convenience.

(f) A written application for variance shall be submitted together with the required fee, accompanied by an accurate legal description, maps, site plans, drawings and any necessary data, demonstrating:

(g) That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district;

(h) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;

(i) That the special conditions and circumstances do not result from the actions of the applicant;

(j) That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district; and

(k) No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

THIS AREA INTENTIONALLY LEFT BLANK

**INTERLOCAL COOPERATION AGREEMENT
FOR IMPROVEMENTS TO
EDWARDS ROAD AND LEAGUE ROAD IN MCLENDON-CHISOLM**

THIS INTERLOCAL COOPERATION AGREEMENT FOR IMPROVEMENTS TO EDWARDS ROAD (“Agreement”) is made and entered into as of date last signed below, 2021 (“Effective Date”), by and between ROCKWALL COUNTY, TEXAS (“County”), and the CITY OF MCLENDON-CHISOLM (“City”) (collectively referred to as the “parties” or singularly as “party”) acting by and through their authorized representatives.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (“Act”), authorizes Texas governmental entities to contract with Texas governmental entities to perform governmental functions and services; and

WHEREAS, the County currently owns and maintains a certain portion of Edwards Road, including its right-of-way, extending northward from the intersection of League Road and Edwards Road to the existing McLendon-Chisolm city limits for a total of approximately 6,200 feet. See Exhibit “A”; and

WHEREAS, the County currently owns and maintains a certain portion of League Road, including its right-of-way, extending westward from the intersection of League Road and Edwards Road to the intersection of League Road and Via Toscana Lane for a total of approximately 1,750 feet. See Exhibit “A”; and

WHEREAS, those certain portions of Edwards Road and League Road are located within the extraterritorial jurisdiction (“ETJ”) of the City; and

WHEREAS, development of certain property adjacent to Edwards Road and League Road is anticipated to substantially increase traffic volume, creating a need for significant improvements to those roads; and

WHEREAS, for the collective benefit of the citizens, the City and the County desire to enter into an agreement for the provision of improvements to Edwards Road and League Road; and

WHEREAS, the developer, Stephen Davis, has agreed to provide the work described in Exhibit “C” under the direction of the City and at no cost to the County; and

WHEREAS, pursuant to Section 43.1055 of the Texas Local Government Code, the City may by ordinance annex a road or right-of-way upon the request of the governing body of the political subdivision that maintains the road or right-of-way under the procedures prescribed by Subchapter C-1, of Chapter 43 of the Texas Local Government Code; and

WHEREAS, upon completion of improvements to Edwards Road and League Road, and upon formal request by the County, the City shall annex the above-referenced portions of Edwards Road and League Road, including their adjacent rights-of-way on both sides; and

WHEREAS, the County will continue to maintain the described portions of Edwards Road and League Road after completion of improvements and until the City annexes them, provided it is done so within a reasonable time. See Exhibit “B”;

NOW THEREFORE, inconsideration of the foregoing and on the terms and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I: ROCKWALL COUNTY OBLIGATIONS

1.1 The County hereby grants consent to the City, or its designee, to enter upon those portions of Edwards Road and League Road specified in Exhibit “A” to make, install, and construct all necessary improvements to Edwards Road and League Road as set out in Exhibit “C”.

1.2 The County agrees to assist in planning and inspecting the necessary improvements.

1.3 The County agrees to maintain Edwards Road and League Road until the improvements are complete and the City annexes the roads and adjacent rights-of way, provided they are annexed within a reasonable time.

ARTICLE II: CITY OF MCLENDON-CHISOLM OBLIGATIONS

2.1 The City agrees to oversee and direct all improvements and to ensure they are constructed in a good and workmanlike manner and not inconsistent with the County’s road development standards.

2.2 The City will be responsible for securing necessary arrangements with the developer for completion of the work described in Exhibit “C” at no cost to the County.

2.3 Following completion of the improvements, and upon formal request by the County pursuant to Section 43.1055 of the Texas Local Government Code, the City shall annex those portions of Edwards Road and League Road, including their adjacent rights-of-way.

2.4 After annexation, the City shall take over maintenance of those portions of Edwards Road and League Road as set out in Exhibit “B”.

ARTICLE III: TERM

3.1 The term of this Agreement will commence on the Effective date and continue until April 30, 2022 ("Term"). The term may be extended upon written agreement of the parties.

ARTICLE IV: IMMUNITY

4.1 It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed to have waived, any immunity or defense that would otherwise be available against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not a signatory hereto. The remedies of any party hereto with respect to a claim against the other party shall not be impaired by this Agreement when the claim does not arise from the services provided for pursuant to this Agreement. Neither the execution of this Agreement by, nor any other conduct of any representative of either party relating to this Agreement, shall be considered a waiver of such party's sovereign immunity.

ARTICLE V: MISCELLANEOUS

5.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. Venue for any action shall be in Rockwall County.

5.2 **Entire Agreement.** This Agreement is the entire agreement between the parties. There is no other collateral or oral agreement between the parties that relates to the subject matter of this Agreement.

5.3 **Amendment.** This Agreement may be amended only by the written agreement of all parties hereto.

5.4 **Counterparts.** This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

5.5 **Survival.** The terms of the Agreement shall survive the expiration or earlier termination of this agreement.

EXECUTED to be effective on the date last signed below.

CITY OF MCLENDON-CHISOLM

By: _____

Name: _____

Title: _____

Date Signed: _____

ROCKWALL COUNTY, TEXAS

By: _____

Name: _____

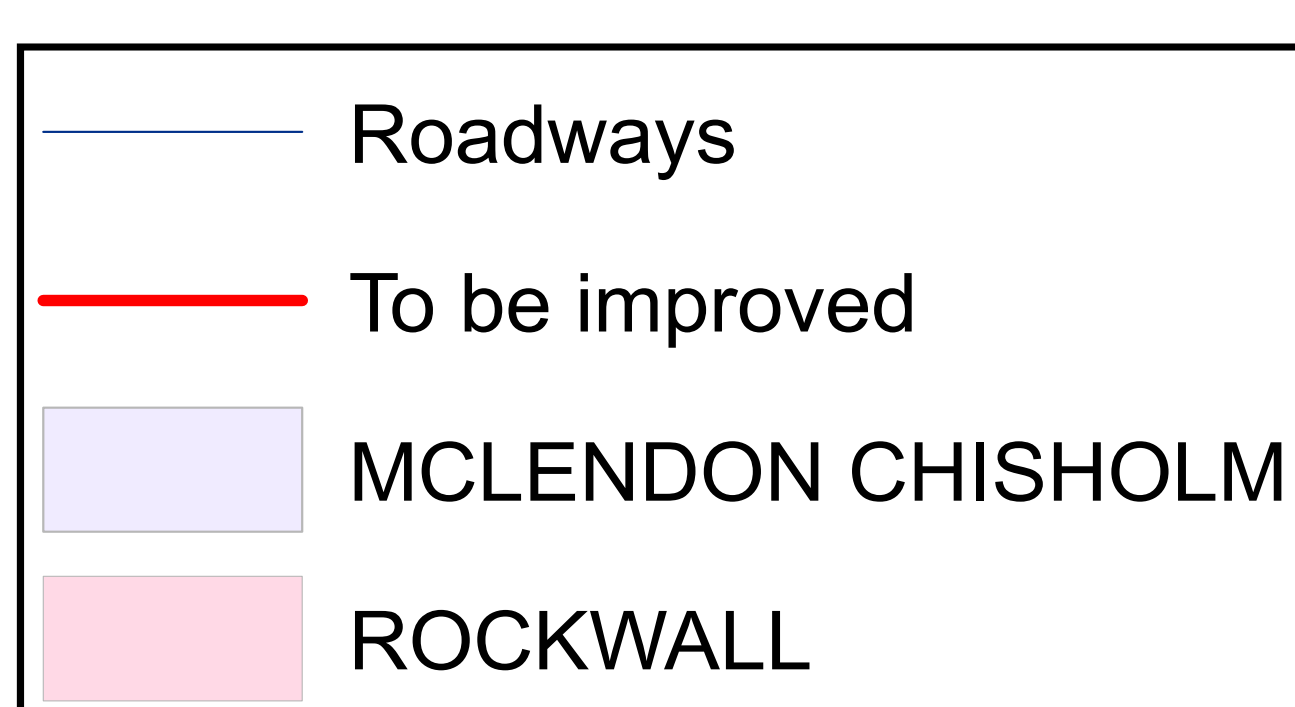
Title: _____

Date Signed: _____



Exhibit A

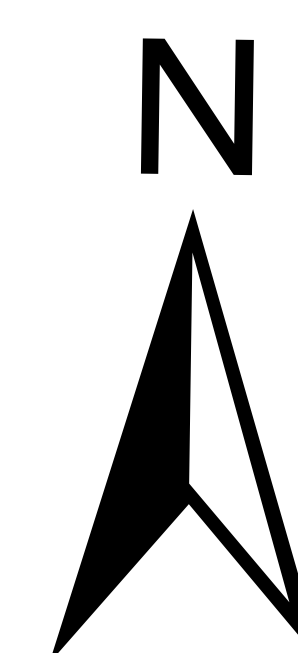
Edwards Rd & League Rd



Edwards Rd - 6,200ft from
League Rd to end of city limits

League Rd - 1,750ft from Edwards Rd
to Sonoma Verde Entrance

Indicated measurements are approximations only.



Source:
Rockwall County GIS Department,
North Central Texas Council of Government

Disclaimer:
This Map is for illustrative purposes only. In
no way should this be used to settle any boundary
disputes or location conflicts.

Updated: 09/08/2021

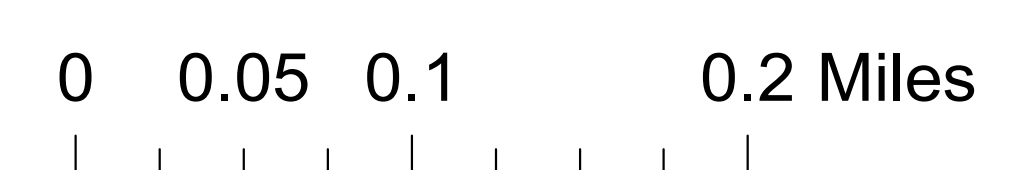




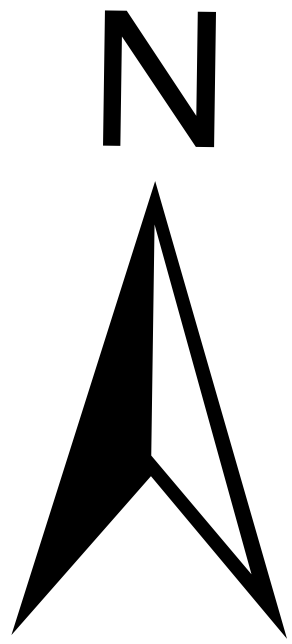
Exhibit B

Post Annexation Maintenance Authority for Edwards Road and League Road



	Roadways
	County Maintained
	City Maintained
	MCLENDON CHISHOLM
	ROCKWALL

Monuments such as roadway intersections and city limit boundaries are intended termination points. Indicated measurements are approximations only.



Source:
Rockwall County GIS Department,
North Central Texas Council of Government

Disclaimer:
This Map is for illustrative purposes only. In
no way should this be used to settle any boundary
disputes or location conflicts.

Updated: 09/08/2021

0 0.05 0.1 0.2 Miles

Exhibit C

	5W Contracting, LLC 5425 FM 1567 West Sulphur Springs, Texas 75482 mwilliams@5wcontracting.com Phone: 903-348-3796 Fax: 903-485-2715 Prepared by: Michael Williams	BID DATE 7/14/21 BID # 71421 CUSTOMER ID DUE DATE			
CUSTOMER		PROJECT			
Craig Malan, PE Kimley-Horn 400 N. Oklahoma Dr., Suite 105 Celina, Texas 75009		Sonoma Verde Grading And Seal Coat			
Item No.	Description	Units	Quantity	Unit Cost	Amount
	Edwards & League Road Sealcoating				
	Seal Coat - Edwards 450'x20'	SY	1,000	\$ 12.40	\$ 12,400.00
	HMAC Patch - Edwards	Tons	25	\$ 150.00	\$ 3,750.00
	Base Grading - Edwards 5260'x20'	SY	11,688	\$ 2.16	\$ 25,246.08
	Seal Coat - Edwards 5260'x20'	SY	11,688	\$ 12.40	\$ 144,931.20
	Base Rock - Edwards (As Needed)	Tons	150	\$ 28.00	\$ 4,200.00
	Base Grading - League 170'x20'	SY	378	\$ 2.16	\$ 816.48
	Seal Coat - League 1,630'x20'	SY	3,622	\$ 12.40	\$ 44,912.80
	Maintenance Bond 1 Year	LS	1	\$ 500.00	\$ 500.00
				Subtotal	\$ 236,756.56
TERMS AND CONDITIONS					
Permits, Engineering, Testing, Utility Relocations, Subgrade Repairs, Traffic Controls, Erosion Controls or anything not mentioned in the above Work items.					
<i>Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within 15 days of the work completion.</i>				TOTAL \$ 236,756.56	
Accepted By: _____			Date: _____		
If you have any questions about this bid please contact me.					
Thank You For Your Business!					

5W Contracting, LLC 5425 FM 1567 West, Sulphur Springs, Texas 75482

Edwards and League Road Chip and Seal

Repair, Chip and Seal	\$ 236,756.56
Alpha	\$ 3,000.00
Kimley-Horn	\$ 3,500.00
Traffic Control	\$ 4,000.00
Sub-Total	\$ 247,256.56
Contengency	\$ 49,451.31
Total	\$ 296,707.87

REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF MCLENDON-
CHISOLM AND LAND SOLUTIONS SV LLC FOR WORK TO EDWARDS ROAD
AND LEAGUE ROAD

1. PARTIES. The parties to this Agreement (“Agreement”) are the CITY OF MCLENDON-CHISOLM, a Texas municipal corporation (the “City”), and LAND SOLUTIONS SV LLC, a Delaware limited liability company (the “Developer”). The City and Developer, collectively, are hereinafter referenced as the “Parties,” or individually, a “Party.”

2. RECITALS. The Recitals to this Agreement are incorporated herein by this reference as though fully set forth within the body of this Agreement.

2.1 Developer is developing a single family subdivision located in the City of McLendon-Chisolm, Rockwall County, Texas, commonly known as “Sonoma Verde”, and as more particularly described on Exhibit A attached hereto (the “Property”).

2.2 The City and Developer have identified that certain portions of the roads located adjacent to the Property, commonly known as “Edwards Road” and “League Road”, collectively herein referred to as the “Roads” (each Road as depicted on Exhibit B attached hereto), need to be sealed, chipped, or otherwise improved (collectively, the “Work”).

2.3 The Work is more particularly described in that certain Agreement between Developer, as owner, and 5W Contracting, LLC, as contractor, to be executed after the date hereof and attached hereto as Exhibit C (the “Road Contract”).

2.4 Subject to the terms of this Agreement, Developer has agreed to complete the Work pursuant to the Road Contract.

2.5 Subject to the terms of this Agreement, the City has agreed to reimburse Developer for a portion of the cost of the Work in the amount of \$100,000.00.

3. OBLIGATIONS OF DEVELOPER AND CITY. In consideration of the mutual covenants and promises of the Parties contained herein, and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

3.1 Developer shall complete or cause the completion of the Work in accordance with and as described in the Road Contract.

3.2 Subject to the terms of this Agreement, the City shall reimburse Developer for a portion of the costs of the Work in the amount of \$100,000.00 (the “City’s Contribution”). The City’s Contribution shall be paid by the City to Developer within fifteen (15) days after Developer’s delivery of written notice to the City that the Work has been completed in accordance with the Road Contract.

4. NOTICE AND AUTHORIZED REPRESENTATIVES. All notices, requests and other communications to any Party hereunder (a) shall be in writing; (b) shall be deemed to have been duly given (i) on the date of delivery if delivered personally, (ii) on the third (3rd) business day after being deposited in the United States mail if sent by registered or certified mail, postage prepaid, return receipt requested or (iii) on the first (1st) business day after being deposited with a

reputable overnight courier service; and (c) shall be addressed to each Party hereto at the following addresses:

Developer:

LAND SOLUTIONS SV LLC
15441 Knoll Trail, Suite 150
Dallas, TX 75248
Attention: Phillip W. Duncan

City:

CITY OF MCLENDON-CHISOLM

[REDACTED]
[REDACTED]

Attention: [REDACTED]

5. REPRESENTATIONS. Each Party expressly warrants and represents that: (a) such Party has the power and authority to enter into this Agreement and to perform its obligations hereunder; (b) each Party has been duly authorized by proper action and has undertaken all legal prerequisites: (i) to execute and deliver this Agreement; and (ii) to perform its obligations hereunder; and (c) as of the date hereof, this Agreement is a legal, valid, and binding obligation of such Party.

6. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party hereto.

7. EXHIBITS; ENTIRE AGREEMENT. All exhibits referred to in this Agreement are by reference incorporated herein for all purposes. This Agreement represents the entire agreement between the Parties, and there are no oral or collateral agreements or understandings with respect hereto. This Agreement may be amended only by an instrument in writing signed by the Parties.

8. GOOD FAITH OF PARTIES. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

9. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Texas without regard to its conflicts of law principals.

10. EXECUTION. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed by the Parties to be effective as of September 13, 2021.

CITY:

CITY OF MCLENDON-CHISOLM,
a Texas municipal corporation

DEVELOPER:

LAND SOLUTIONS SV LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A

THE PROPERTY

TRACT 1:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, and all of a 2.50-acre tract of land described in deed to MC 550 Land Holdings, L.P. recorded in Volume 6853, Page 40 of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with cap stamped "R.S.C.I. 5034" found for the most northerly west corner of said 547.89-acre tract, also lying on the southeast line of Meadowcreek Addition, an addition to the City of McLendon Chisholm, Texas as recorded in Cabinet B, Slide 74 of the Plat Records of Rockwall County, Texas;

THENCE North 45 degrees 31 minutes 51 seconds East, along the northwest line of said 547.89-acre tract, a distance of 2295.14 feet to a 2-inch iron pipe found for an angle point in same;

THENCE North 45 degrees 51 minutes 38 seconds East, continuing along said northwest line, a distance of 1733.12 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the north corner of same, also for the north corner of said 2.50-acre tract, and lying in Edwards Road;

THENCE South 44 degrees 37 minutes 08 seconds East, along the southeast line of said 547.89-acre tract and said Edwards Road, a distance of 5680.64 feet to a 1/2 inch iron rod found for the most easterly corner of said 547.89-acre tract, also lying at the intersection of said Edwards Road with Wallace Road;

THENCE South 45 degrees 21 minutes 19 seconds West, along said Wallace Road, a distance of 1819.08 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the easterly right-of-way of Via Toscana Lane as dedicated by Sonoma Verde Phase 1B Tract 3 as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas;

THENCE along said Via Toscana Lane the following courses and distances:

North 44 degrees 38 minutes 41 seconds West, a distance of 40.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the left;

with said curve to the left having a radius of 340.00 feet, a central angle of 39 degrees 11 minutes 02 seconds, an arc length of 232.52 feet, a chord bearing of North 64 degrees 29 minutes 23 seconds West, a distance of 228.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a compound curve to the left;

with said compound curve continuing to the left having a radius of 300.00 feet, a central angle of 14 degrees 33 minutes 32 seconds, an arc length of 76.23 feet, a chord bearing of South 89 degrees 26 minutes 40 seconds West, a distance of 76.03 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a reverse curve to the right;

with said reverse curve to the right having a radius of 300.00 feet, a central angle of 14 degrees 34 minutes 29 seconds, an arc length of 76.31 feet, a chord bearing of South 89 degrees 04 minutes 46 seconds West, a distance of 76.11 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 87 degrees 09 minutes 14 seconds West, a distance of 132.35 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the right;

with said curve to the right having a radius of 370.00 feet, a central angle of 15 degrees 26 minutes 37 seconds, an arc length of 99.73 feet, a chord bearing of North 79 degrees 25 minutes 55 seconds West, a distance of 99.43 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE leaving said Via Toscana Lane and through the interior of said 547.89-acre tract the following courses and distances:

North 18 degrees 17 minutes 23 seconds East, a distance of 218.01 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 39 degrees 47 minutes 06 seconds West, a distance of 252.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 50 degrees 12 minutes 54 seconds East, a distance of 156.66 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 345.00 feet, a central angle of 44 degrees 51 minutes 43 seconds, an arc length of 270.13 feet, a chord bearing of North 27 degrees 47 minutes 03 seconds East, a distance of 263.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 05 degrees 21 minutes 11 seconds East, a distance of 320.18 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 355.00 feet, a central angle of 18 degrees 19 minutes 45 seconds, an arc length of 113.57 feet, a chord bearing of North 14 degrees 31 minutes 03 seconds East, a distance of 113.08 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 66 degrees 19 minutes 04 seconds West, a distance of 120.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 477.79 feet, a central angle of 10 degrees 15 minutes 42 seconds, an arc length of 85.57 feet, a chord bearing of North 28 degrees 44 minutes 17 seconds East, a distance of 85.46 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 525.00 feet, a central angle of 08 degrees 55 minutes 12 seconds, an arc length of 81.73 feet, a chord bearing of North 27 degrees 56 minutes 25 seconds East, a distance of 81.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE South 80 degrees 28 minutes 48 seconds East, a distance of 122.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 645.00 feet, a central angle of 02 degrees 38 minutes 42 seconds, an arc length of 29.77 feet, a chord bearing of North 19 degrees 31 minutes 19 seconds East, a distance of 29.77 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 18 degrees 11 minutes 58 seconds East, a distance of 451.74 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1145.00 feet, a central angle of 00 degrees 05 minutes 38 seconds, an arc length of 1.88 feet, a chord bearing of North 18 degrees 09 minutes 09 seconds East, a distance of 1.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 53 minutes 40 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1025.00 feet, a central angle of 00 degrees 05 minutes 38 seconds, an arc length of 1.68 feet, a chord bearing of South 18 degrees 09 minutes 09 seconds West, a distance of 1.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 18 degrees 11 minutes 58 seconds West, a distance of 1.67 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 48 minutes 02 seconds West, a distance of 170.31 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the southeast line of Tract 1 of said Sonoma Verde Phase 1B;

THENCE North 18 degrees 08 minutes 56 seconds East along the southeast line of said Sonoma Verde Phase 1B, a distance of 25.57 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the east corner of said Tract 1 at the beginning of a curve to the left;

THENCE departing said Tract 1 and through the interior of said 547.89-acre tract the following courses and distances:

With said curve to the left having a radius of 855.00 feet, a central angle of 03 degrees 00 minutes 51 seconds, an arc length of 44.98 feet, a chord bearing of North 15 degrees 05 minutes 28 seconds East, a distance of 44.98 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 13 degrees 35 minutes 02 seconds East, a distance of 361.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 43 degrees 32 minutes 19 seconds West, a distance of 315.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 855.00 feet, a central angle of 04 degrees 17 minutes 01 seconds, an arc length of 63.92 feet, a chord bearing of North 45 degrees 40 minutes 50 seconds West, a distance of 63.91 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 47 degrees 49 minutes 20 seconds West, a distance of 427.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1145.00 feet, a central angle of 04 degrees 00 minutes 19 seconds, an arc length of 80.04 feet, a chord bearing of North 45 degrees 49 minutes 11 seconds West, a distance of 80.02 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 24 degrees 04 minutes 45 seconds West, a distance of 294.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 245.00 feet, a central angle of 93 degrees 53 minutes 10 seconds, an arc length of 401.46 feet, a chord bearing of South 71 degrees 01 minutes 20 seconds West, a distance of 358.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 62 degrees 02 minutes 05 seconds West, a distance of 213.17 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 44 degrees 42 minutes 59 seconds West, a distance of 377.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the northeast line of Tract 1 of said Sonoma Verde Phase 1B, same being the northeast line of Amalfi Drive (a 50' R.O.W.);

THENCE along the northerly line of said Tract 1 the following courses and distances;

North 45 degrees 17 minutes 01 seconds West, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 44 degrees 42 minutes 59 seconds West, a distance of 6.41 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 45 degrees 17 minutes 01 seconds West, a distance of 143.54 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the north corner of said Tract 1;

South 44 degrees 44 minutes 56 seconds West, a distance of 560.24 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the northwest corner of said Tract 1, said point also lying on the northeasterly line of Sonoma Verde Phase 1, an addition to the City of McLendon Chisholm as recorded in Cabinet I, Slide 27 of the Plat Records of Rockwall, County, Texas;

THENCE North 51 degrees 38 minutes 06 seconds West along the northeasterly line of said Sonoma Verde Phase 1, a distance of 50.31 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the north corner of same;

THENCE departing said Sonoma Verde Phase 1 and through the interior of said 547.89-acre tract the following courses and distances:

North 44 degrees 44 minutes 56 seconds East, a distance of 1148.81 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 62 degrees 02 minutes 05 seconds West, a distance of 1211.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 695.00 feet, a central angle of 03 degrees 43 minutes 37 seconds, an arc length of 45.21 feet, a chord bearing of North 17 degrees 49 minutes 19 seconds East, a distance of 45.20 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 70 degrees 18 minutes 53 seconds West, a distance of 220.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 915.00 feet, a central angle of 04 degrees 20 minutes 01 seconds, an arc length of 69.21 feet, a chord bearing of South 17 degrees 31 minutes 06 seconds West, a distance of 69.19 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 15 degrees 21 minutes 06 seconds West, a distance of 794.56 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 38 degrees 38 minutes 19 seconds West, a distance of 90.13 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 35 degrees 02 minutes 53 seconds West, a distance of 123.41 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 23 degrees 19 minutes 48 seconds West, a distance of 118.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 25 degrees 24 minutes 15 seconds West, a distance of 124.48 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 12 degrees 11 minutes 43 seconds West, a distance of 133.34 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 26 degrees 21 minutes 55 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 63 degrees 38 minutes 05 seconds East, a distance of 6.35 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 725.00 feet, a central angle of 05 degrees 24 minutes 57 seconds, an arc length of 68.53 feet, a chord bearing of South 66 degrees 20 minutes 34 seconds East, a distance of 68.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 16 degrees 38 minutes 39 seconds West, a distance of 334.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 650.00 feet, a central angle of 45 degrees 41 minutes 42 seconds, an arc length of 518.39 feet, a chord bearing of South 06 degrees 12 minutes 12 seconds East, a distance of 504.76 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 29 degrees 03 minutes 03 seconds East, a distance of 142.06 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner on the northerly line of said Sonoma Verde Phase 1;

THENCE South 44 degrees 44 minutes 56 seconds West along the northerly line of said Sonoma Verde Phase 1, a distance of 815.78 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southwest line of the aforementioned 547.89-acre tract, same being an inner ell corner of said Sonoma Verde Phase 1;

THENCE North 44 degrees 52 minutes 30 seconds West, along said southwest line, a distance of 29.71 feet to a 5/8 inch iron rod found for an angle point in same;

THENCE North 44 degrees 46 minutes 30 seconds West, continuing along said southwest line, a distance of 834.50 feet to a 1/2-inch iron bolt found for an angle point in same;

THENCE North 44 degrees 46 minutes 39 seconds West, a distance of 1387.62 feet to the POINT OF BEGINNING containing 10,855,743 square feet, or 249.214 acres of land.

TRACT 2:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the north line of Sonoma Verde Phase 1, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 57 of the Plat Records of Rockwall County, Texas at the west corner of Lot 2, Block L of same;

THENCE departing said Sonoma Verde Phase 1 and through the interior of said 547.89-acre tract the following courses and distances:

North 29 degrees 03 minutes 03 seconds West, a distance of 91.21 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 475.00 feet, a central angle of 45 degrees 41 minutes 42 seconds, an arc length of 378.83 feet, a chord bearing of North 06 degrees 12 minutes 12 seconds West, a distance of 368.87 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 16 degrees 38 minutes 39 seconds East, a distance of 556.10 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 175.00 feet, a central angle of 06 degrees 32 minutes 02 seconds, an arc length of 19.96 feet, a chord bearing of North 19 degrees 54 minutes 40 seconds East, a distance of 19.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 71 degrees 40 minutes 51 seconds East, a distance of 123.83 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 355.00 feet, a central angle of 09 degrees 38 minutes 46 seconds, an arc length of 59.77 feet, a chord bearing of South 66 degrees 51 minutes 28 seconds East, a distance of 59.70 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 62 degrees 02 minutes 05 seconds East, a distance of 499.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the north line of said Sonoma Verde Phase 1, same being the north line of said Lot 2, Block L;

THENCE South 44 degrees 44 minutes 56 seconds West along the north line of said Lot 2, Block L, a distance of 987.72 feet to the POINT OF BEGINNING containing 401,411 square feet, or 9.215 acres of land

TRACT 3:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a point lying on the north line of Sonoma Verde Phase 1, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 57 of the Plat Records of Rockwall County, Texas, from which a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for an ell corner of Lot 10, Block M of said Sonoma Verde Phase 1 bears South 44 degrees 44 minutes 56 seconds West, a distance of 815.78 feet ;

THENCE through the interior of said 547.89-acre tract the following courses and distances:

North 29 degrees 03 minutes 03 seconds West, a distance of 142.06 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

with said curve to the right having a radius of 650.00 feet, a central angle of 45 degrees 41 minutes 42 seconds, an arc length of 518.39 feet, a chord bearing of North 06 degrees 12 minutes 12 seconds West, a distance of 504.76 feet; to a 5/8 inch iron rod with cap stamped "TNP" set for corner

North 16 degrees 38 minutes 39 seconds East, a distance of 334.54 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

with said curve to the right having a radius of 725.00 feet, a central angle of 05 degrees 24 minutes 57 seconds, an arc length of 68.53 feet, a chord bearing of North 66 degrees 20 minutes 34 seconds West, a distance of 68.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 63 degrees 38 minutes 05 seconds West, a distance of 6.35 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 26 degrees 21 minutes 55 seconds East, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 12 degrees 11 minutes 43 seconds East, a distance of 133.34 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 25 degrees 24 minutes 15 seconds East, a distance of 124.48 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 23 degrees 19 minutes 48 seconds East, a distance of 118.51 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 35 degrees 02 minutes 53 seconds East, a distance of 123.41 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 38 degrees 38 minutes 19 seconds East, a distance of 90.13 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 15 degrees 21 minutes 06 seconds East, a distance of 794.56 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

with said curve to the right having a radius of 915.00 feet, a central angle of 04 degrees 20 minutes 01 seconds, an arc length of 69.21 feet, a chord bearing of North 17 degrees 31 minutes 06 seconds East, a distance of 69.19 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner

South 70 degrees 18 minutes 53 seconds East, a distance of 220.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

with said curve to the left having a radius of 695.00 feet, a central angle of 03 degrees 43 minutes 37 seconds, an arc length of 45.21 feet, a chord bearing of South 17 degrees 49 minutes 19 seconds West, a distance of 45.20 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 62 degrees 02 minutes 05 seconds East, a distance of 1211.94 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 44 degrees 44 minutes 56 seconds West, a distance of 1211.61 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 62 degrees 02 minutes 05 seconds West, a distance of 499.30 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

with said curve to the left having a radius of 355.00 feet, a central angle of 09 degrees 38 minutes 46 seconds, an arc length of 59.77 feet, a chord bearing of North 66 degrees 51 minutes 28 seconds West, a distance of 59.70 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 71 degrees 40 minutes 51 seconds West, a distance of 123.83 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

with said curve to the left having a radius of 175.00 feet, a central angle of 06 degrees 32 minutes 02 seconds, an arc length of 19.96 feet, a chord bearing of South 19 degrees 54 minutes 40 seconds West, a distance of 19.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner

THENCE South 16 degrees 38 minutes 39 seconds West, a distance of 556.10 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

with said curve to the left having a radius of 475.00 feet, a central angle of 45 degrees 41 minutes 42 seconds, an arc length of 378.83 feet, a chord bearing of South 06 degrees 12 minutes 12 seconds East, a distance of 368.87 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 29 degrees 03 minutes 03 seconds East, a distance of 91.21 feet to a 5/8 inch iron rod cap stamped "R.P.L.S. 5430" found for the northwest corner of Lot 2, Block L of the aforementioned Sonoma Verde Phase 1;

THENCE South 44 degrees 44 minutes 56 seconds West, along the north line of said Sonoma Verde Phase 1, a distance of 182.24 feet to the POINT OF BEGINNING containing 1,570,009 square feet, or 36.042 acres of land.

TRACT 4:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in

deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the east corner of Lot 53, Block N of Tract 1 of Sonoma Verde Phase 1B, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 381 of the Plat Records of Rockwall County, Texas;

THENCE along the northeasterly line of said Tract 1 of Sonoma Verde Phase 1B the following courses and distances;

North 76 degrees 24 minutes 58 seconds West, a distance of 120.19 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 16 degrees 10 minutes 29 seconds East, a distance of 23.51 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 74 degrees 44 minutes 30 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 80 degrees 28 minutes 48 seconds West, a distance of 871.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 55.00 feet, a central angle of 27 degrees 35 minutes 07 seconds, an arc length of 26.48 feet, a chord bearing of North 66 degrees 41 minutes 15 seconds West, a distance of 26.22 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 44 degrees 42 minutes 59 seconds West, a distance of 120.33 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 175.00 feet, a central angle of 02 degrees 23 minutes 09 seconds, an arc length of 7.29 feet, a chord bearing of North 46 degrees 28 minutes 35 seconds West, a distance of 7.29 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 45 degrees 17 minutes 01 seconds West, a distance of 17.72 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 45 degrees 17 minutes 01 seconds West, a distance of 435.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the northeasterly line of said Tract 1 of Sonoma Verde Phase 1B and through the interior of said 547.89-acre tract the following courses and distances;

North 44 degrees 42 minutes 59 seconds East, a distance of 377.85 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 62 degrees 02 minutes 05 seconds East, a distance of 213.17 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 245.00 feet, a central angle of 93 degrees 53 minutes 10 seconds, an arc length of 401.46 feet, a chord bearing of North 71 degrees 01 minutes 20 seconds East, a distance of 358.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 24 degrees 04 minutes 45 seconds East, a distance of 294.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1145.00 feet, a central angle of 04 degrees 00 minutes 19 seconds, an arc length of 80.04 feet, a chord bearing of South 45 degrees 49 minutes 11 seconds East, a distance of 80.02 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 47 degrees 49 minutes 20 seconds East, a distance of 427.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 855.00 feet, a central angle of 04 degrees 17 minutes 01 seconds, an arc length of 63.92 feet, a chord bearing of South 45 degrees 40 minutes 50 seconds East, a distance of 63.91 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 43 degrees 32 minutes 19 seconds East, a distance of 315.15 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 13 degrees 35 minutes 02 seconds West, a distance of 361.33 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 855.00 feet, a central angle of 03 degrees 00 minutes 51 seconds, an arc length of 44.98 feet, a chord bearing of South 15 degrees 05 minutes 28 seconds West, a distance of 44.98 feet to the POINT OF BEGINNING containing 798,954 square feet, or 18.341 acres of land.

TRACT 5:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in

deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the south corner of Lot 22, Tract 1 of Sonoma Verde Phase 1B, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 381 of the Plat Records of Rockwall County, Texas, said point also lying on the northeast line of a tract of land to Rockwall Independent School District as recorded in Volume 6196, Page 200 of the Deed Records of Rockwall County, Texas;

THENCE departing the northeast line of said Rockwall Independent School District tract and along the southeasterly line of said Tract 1 of Sonoma Verde Phase 1B the following courses and distances;

North 09 degrees 31 minutes 12 seconds East, a distance of 170.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 80 degrees 28 minutes 48 seconds East, a distance of 35.02 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 18 degrees 08 minutes 56 seconds East, a distance of 351.84 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

THENCE departing the southeasterly line of said Tract 1 of Sonoma Verde Phase 1B and through the interior of said 547.89-acre tract the following courses and distances;

South 71 degrees 48 minutes 02 seconds East, a distance of 170.31 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 18 degrees 11 minutes 58 seconds East, a distance of 1.67 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 1025.00 feet, a central angle of 00 degrees 05 minutes 38 seconds, an arc length of 1.68 feet, a chord bearing of North 18 degrees 09 minutes 09 seconds East, a distance of 1.68 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 71 degrees 53 minutes 40 seconds East, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 1145.00 feet, a central angle of 00 degrees 05 minutes 38 seconds, an arc length of 1.88 feet, a chord bearing of South 18 degrees 09 minutes 09 seconds West, a distance of 1.88 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 18 degrees 11 minutes 58 seconds West, a distance of 451.74 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 645.00 feet, a central angle of 02 degrees 38 minutes 42 seconds, an arc length of 29.77 feet, a chord bearing of South 19 degrees 31 minutes 19 seconds West, a distance of 29.77 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 80 degrees 28 minutes 48 seconds West, a distance of 122.95 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 525.00 feet, a central angle of 08 degrees 55 minutes 12 seconds, an arc length of 81.73 feet, a chord bearing of South 27 degrees 56 minutes 25 seconds West, a distance of 81.65 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a reverse curve to the left;

With said reverse curve to the left having a radius of 477.79 feet, a central angle of 10 degrees 15 minutes 42 seconds, an arc length of 85.57 feet, a chord bearing of South 28 degrees 44 minutes 17 seconds West, a distance of 85.46 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 66 degrees 19 minutes 04 seconds East, a distance of 120.03 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the left

With said curve to the left having a radius of 355.00 feet, a central angle of 18 degrees 19 minutes 45 seconds, an arc length of 113.57 feet, a chord bearing of South 14 degrees 31 minutes 03 seconds West, a distance of 113.08 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 05 degrees 21 minutes 11 seconds West, a distance of 320.18 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 345.00 feet, a central angle of 44 degrees 51 minutes 43 seconds, an arc length of 270.13 feet, a chord bearing of South 27 degrees 47 minutes 03 seconds West, a distance of 263.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 50 degrees 12 minutes 54 seconds West, a distance of 156.66 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 39 degrees 47 minutes 06 seconds West, a distance of 120.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

South 50 degrees 12 minutes 54 seconds West, a distance of 145.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the northeasterly line of Via Toscana Lane, (a 60' R.O.W.) as dedicated by Sonoma Verde Phase 1, an addition to The City of McLendon Chisholm Texas as recorded in Cabinet I, slide 57 of the Plat Records of Rockwall County, Texas and at the beginning of a curve to the left;

THENCE with said curve to the left along said northeasterly line of Via Toscana Lane having a radius of 100.00 feet, a central angle of 28 degrees 57 minutes 18 seconds, an arc length of 50.54 feet, a chord bearing of North 39 degrees 47 minutes 06 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the south corner of previously mentioned Rockwall Independent School District tract;

THENCE departing said northeasterly line of Via Toscana Lane and along the southeasterly line of said Rockwall Independent School District tract the following courses and distances;

North 50 degrees 12 minutes 54 seconds East, a distance of 301.66 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the left;

With said curve to the left having a radius of 175.00 feet, a central angle of 44 degrees 51 minutes 43 seconds, an arc length of 137.02 feet, a chord bearing of North 27 degrees 47 minutes 03 seconds East, a distance of 133.55 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 05 degrees 21 minutes 11 seconds East, a distance of 320.18 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of a curve to the right;

With said curve to the right having a radius of 527.79 feet, a central angle of 28 degrees 20 minutes 50 seconds, an arc length of 261.12 feet, a chord bearing of North 19 degrees 33 minutes 55 seconds East, a distance of 258.47 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner at the beginning of the reverse curve to the left;

With said reverse curve to the left having a radius of 475.00 feet, a central angle of 07 degrees 26 minutes 19 seconds, an arc length of 61.67 feet, a chord bearing of North 28 degrees 40 minutes 51 seconds East, a distance of 61.62 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 80 degrees 28 minutes 48 seconds West, a distance of 127.12 feet to the POINT OF BEGINNING containing 304,518 square feet, or 6.991 acres of land.

TRACT 6:

BEING a tract of land located in the King Latham Survey, Abstract No. 133, situated in the City of McLendon-Chisholm, Texas, and being a portion of a 547.89-acre tract of land described in

deed to MC 550 Land Holdings, L.P. recorded in Volume 5585, Page 296, of the Deed Records of Rockwall County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron found for the southwest corner of said 547.89-acre tract, also lying at the intersection of Wallace Road with Frontier Trail a variable width right-of-way;

THENCE North 44 degrees 50 minutes 24 seconds West, along the near center of said Frontier Trail, a distance of 1126.36 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southerly line of Sonoma Verde Phase 1, an addition to the City of McLendon Chisholm as recorded in Cabinet I, Slide 27 of the Plat Records of Rockwall County, Texas;

THENCE along Sonoma Verde Phase 1 the following courses and distances:

North 45 degrees 12 minutes 00 seconds East, a distance of 180.00 feet to 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 44 degrees 50 minutes 24 seconds East, a distance of 40.28 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found;

North 45 degrees 12 minutes 00 seconds East, a distance of 215.00 feet to 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southwesterly line of Lot 33, Tract 2 of Sonoma Verde Phase 1B, an addition to the City of McLendon Chisholm as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas, said point also being the southeast corner of said Sonoma Verde Phase 1;

THENCE South 44 degrees 50 minutes 24 seconds East, along the southwesterly line of said Lot 33, Tract 2 of Sonoma Verde Phase 1B passing the west corner of Sonoma Verde Phase 1C, an addition to the City of McLendon Chisholm as recorded in Cabinet J, Slide 221 of the Plat Records of Rockwall County, Texas at a distance of 59.84 feet and continuing along the southwesterly line of said Sonoma Verde Phase 1C, a total distance of 417.03 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the left;

THENCE with said curve to the left continuing along the southwesterly line of said Sonoma Verde Phase 1C having a radius of 240.00 feet, a central angle of 89 degrees 47 minutes 08 seconds, an arc length of 376.09 feet, a chord bearing of South 89 degrees 43 minutes 58 seconds East, a distance of 338.78 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

THENCE North 45 degrees 22 minutes 28 seconds East continuing along the southwesterly line of said Sonoma Verde Phase 1C, a distance of 587.89 feet to 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for the east corner of said Sonoma Verde Phase 1C same point lying on the northeast line of Siena Lane;

North 44 degrees 37 minutes 32 seconds West along the northeasterly line of said Sonoma Verde Phase 1C same being the northeast line of said Siena Lane, a distance of 122.10 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the left;

THENCE with said curve to the left continuing along the northeasterly line of said Sonoma Verde Phase 1C having a radius of 300.00 feet, a central angle of 28 degrees 50 minutes 53 seconds, an arc length of 151.05 feet, a chord bearing of North 24 degrees 10 minutes 18 seconds East, a distance of 149.46 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner on the southeasterly line of previously mentioned Sonoma Verde Phase 1B Tract 2;

THENCE along the southeasterly line of said Sonoma Verde Phase 1B Tract 2 the following courses and distances;

North 09 degrees 44 minutes 52 seconds East, a distance of 138.23 feet to 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the right;

with said curve to the right having a radius of 490.00 feet, a central angle of 20 degrees 55 minutes 23 seconds, an arc length of 178.94 feet, a chord bearing of North 20 degrees 12 minutes 31 seconds East, a distance of 177.94 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

North 31 degrees 03 minutes 36 seconds East, a distance of 135.57 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southwesterly line of Via Toscana Lane, a variable width right-of-way as dedicated by Sonoma Verde Phase 1B Tract 3, an addition to the City of McLendon Chisholm as recorded in Cabinet I, Slide 381 of the Plat Records of Rockwall County, Texas;

THENCE along the southwesterly right-of-way of said Via Toscana Lane the following courses and distances:

South 34 degrees 11 minutes 04 seconds East, a distance of 10.98 feet to 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the left;

with said curve to the left having a radius of 430.00 feet, a central angle of 52 degrees 58 minutes 09 seconds, an arc length of 397.53 feet, a chord bearing of South 60 degrees 40 minutes 09 seconds East, a distance of 383.52 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 87 degrees 09 minutes 14 seconds East, a distance of 123.79 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a curve to the right;

with said curve to the right having a radius of 300.00 feet, a central angle of 14 degrees 22 minutes 18 seconds, an arc length of 75.25 feet, a chord bearing of South 83 degrees 20

minutes 02 seconds East, a distance of 75.05 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a reverse curve to the left;

with said reverse curve to the left having a radius of 300.00 feet, a central angle of 14 degrees 22 minutes 21 seconds, an arc length of 75.25 feet, a chord bearing of South 83 degrees 14 minutes 57 seconds East, a distance of 75.06 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for the beginning of a reverse curve to the right;

with said reverse curve to the right having a radius of 260.00 feet, a central angle of 40 degrees 30 minutes 13 seconds, an arc length of 183.80 feet, a chord bearing of South 65 degrees 13 minutes 39 seconds East, a distance of 180.00 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found for corner;

South 44 degrees 38 minutes 41 seconds East, a distance of 40.00 feet to a 5/8-inch iron rod with cap stamped "R.P.L.S. 5430" found lying on the southerly line of the aforementioned 547.89-acre tract also lying in the previously mentioned Wallace Road;

THENCE South 45 degrees 21 minutes 19 seconds West, along the southerly line of said 547.89-acre tract road and along the near center of said Wallace Road, a distance of 2109.31 feet to the POINT OF BEGINNING, containing 1,293,862 Square Feet, or 29.703 Acres.

EXHIBIT B

THE ROADS



Exhibit E

SONOMA VERDE
EDWARDS ROAD & LEAGUE ROAD EXHIBIT
AUGUST 2021

EXHIBIT C

THE ROAD CONTRACT

[Attached]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

Prepared by



Issued and Published Jointly by



Sonoma Verde Edwards Road

INTRODUCTION

This Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Suggested Instructions to Bidders for Construction Contracts ("Instructions to Bidders") (EJCDC® C-200, 2013 Edition); the Suggested Bid Form for Construction Contracts ("Bid Form") (EJCDC® C-410, 2013 Edition); and the Standard General Conditions of the Construction Contract ("General Conditions") (EJCDC® C-700, 2013 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. See also the Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition), and the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

In construction contracting, as a general matter the "agreement" is the legal instrument executed (signed) by the project owner and the construction contractor, binding the parties to the terms of the contract. See CSI Project Delivery Practice Guide (2011), Section 11.1.2, p. 210, and CSI Construction Specification Practice Guide (2011), Section 5.1, p. 75. This EJCDC Agreement form serves that basic function, by identifying the parties and Contract Documents, and establishing the Contract Price and Contract Times. This Agreement form is specifically intended for stipulated price (fixed price) contracts—that is, contracts in which Owner and Contractor identify specific lump sums and unit prices as Contractor's compensation for performing the Work. For construction contracts in which the Contract Price is primarily based on costs incurred during construction, users should select EJCDC® C-525, Agreement between Owner and Contractor for Construction Contract (Cost-Plus).

This Agreement form is drafted to be flexible enough to be used on projects that are competitively bid, and for public and private contracts that are negotiated or awarded through a proposal process or otherwise. On competitively bid projects, the following documentary information would typically be made available to bidders:

- Bidding Requirements, which include the Advertisement or invitation to bid, the Instructions to Bidders, and the Bid Form that is suggested or prescribed, all of which provide information and guidance for all Bidders, and Bid Form supplements (if any) such as Bid Bond and Qualifications Statement.
- Contract Documents, which include the Agreement, performance and payment bonds, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications.
- Documents referred to in the Supplementary Conditions or elsewhere as being of interest to bidders for reference purposes, but which are not Contract Documents.

Together, the Bidding Requirements and the Contract Documents are referred to as the Bidding Documents. (The terms "Bidding Documents," "Bidding Requirements," and "Contract Documents" are defined in Article 1 of the General Conditions.) The Bidding Requirements are not Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter. Many contracts are awarded without even going through a bidding process, and thus have no Bidding Requirements, illustrating that the bidding items are typically superfluous to the formation of a binding and comprehensive construction contract. In some cases, however, a bid or proposal will contain numerous line items and their prices; in such case the actual bid or proposal document may be attached as an exhibit to the Agreement to avoid extensive rekeying.

Suggested provisions are accompanied by “Notes to User” and bracketed notes and prompts to assist in preparing the Agreement. The provisions have been coordinated with the other forms produced by EJCDC. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of terms, and make appropriate revisions in all affected documents.

All parties involved in construction projects benefit significantly from a standardized approach in the location of subject matter throughout the documents. Experience confirms the danger of addressing the same subject matter in more than one location; doing so frequently leads to confusion and unanticipated legal consequences. When preparing documents for a construction project, careful attention should be given to the guidance provided in EJCDC® N-122/AIA® A521, Uniform Location of Subject Matter (2012 Edition), available at no charge from the EJCDC website, www.ejcdc.org, and from the websites of EJCDC’s sponsoring organizations.

CSI MasterFormat™ (50-Division format) designates Document “00 52 XX” for various forms of the owner-contractor agreement. If this format is used, the first page of the Agreement would be numbered 00 52 13-1 (or other appropriate third pair of numbers, in accordance with MasterFormat™).

Instructions and restrictions regarding the use of this document are set out in the License Agreement that accompanied the document at the time of purchase. To prepare the Agreement for inclusion in a Project Manual or for use in a specific contractual engagement, (1) remove the cover pages and this Introduction, (2) fill in Project-specific information and make revisions to the Agreement, following the guidance in the Notes to Users and bracketed notes and prompts, and the advice of legal counsel, and (3) delete the Notes to Users and bracketed notes and prompts.

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Land Solutions SV, LLC ("Owner") and
5W Contracting, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Chip and Seal Edwards Road and portions of League Road surrounding Sonoma Verde Subdivision in McClendon Chisholm, Texas.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Perimeter roads around Sonoma Verde located in McClendon Chisholm, Texas

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by:

Craig Malan, P.E.
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105,
Celina, TX 75009
Phone 469-287-5209

- 3.02 The Owner has retained Kimley-Horn and Associates, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.
- 3.03 The Owner has retained Land Solutions SV, LLC ("Consultant") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed as of the dates described below. Working days will include Saturdays.
 - 1. All work per the contract within 14 calendar days from Notice to Proceed.
 - 2. N/A
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
 - 1. Milestone 1: N/A
 - 2. Milestone 2: N/A
 - 3. Milestone 3: N/A

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. Substantial Completion: Contractor shall pay Owner \$100.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 - 4. Milestones: Contractor shall pay Owner \$0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of the Milestone dates, until the Milestone dates are achieved.
- B. *Bonus*: Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$0.00 for each day prior to the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus shall be limited to \$0.00.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved. Page v

- A. For all Work other than Unit Price Work, a lump sum of: \$236,756.56.
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. **Any additional work or quantities needed to complete the Work as requested by Owner shall be completed at the contract unit prices and must be agreed upon by the OWNER and the CONTRACTOR in writing pursuant to a Change Order before any additional work begins.**
- C. For all Work, see the schedule of values stated in CONTRACTOR's Bid attached hereto as Exhibit A.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the last day following receipt by OWNER of CONTRACTOR'S Application for Payment, provided that such Applications for Payment have been submitted by the 25th of the month and otherwise meet the requirements of the Contract. The CONTRACTOR shall submit their progress payments on AIA Form G702 and G703 to OWNER and ENGINEER for review and approval. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

- C. No claims for additional work will be paid unless the additional work is approved by the OWNER and ENGINEER in writing and the price for same is agreed to by the OWNER prior to the additional work being done by the CONTRACTOR pursuant to a signed Change Order.
- D. Prior to each progress payment and the final payment, CONTRACTOR shall provide the OWNER with an Affidavit of Bills Paid, Partial Release of Lien for current Application for Payment and Final Release for all prior payments from CONTRACTOR and each SUBCONTRACTOR or material supplier that provided services to the CONTRACTOR for the Project in excess of five thousand dollars (\$5,000.00). The form of Lien Releases and Affidavit of Bills Paid are attached to this Agreement. CONTRACTOR agrees to additionally provide any forms or affidavits reasonably requested by OWNER'S lender

6.03 Final Payment

- A. Upon final completion and acceptance of the Work by Owner, Engineer and all regulating bodies, to include but not limited to the City, County, District and any Special Utility Districts and in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents and has not solely relied on bid quantities provided by the Engineer in determining the lump sum price. The Contract lump sum will not be adjusted due to omissions by the Owner, Engineer or Contractor.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings. All Documents in Owners possession have been provided.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related

reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. CONTRACTOR agrees to work in harmony with other contractors on site where CONTRACTOR's work abuts, connects, or is adjacent to other work being performed, or to existing infrastructure.
- L. CONTRACTOR agrees to work within the agreed upon limits of construction and shall work to eliminate construction crossing of all areas, natural or otherwise, outside the working limits. CONTRACTOR further agrees to pay a penalty of \$1000 per occurrence where CONTRACTOR is found to violate the agreed upon working limits and will be required to reseed all disturbed areas at CONTRACTORS expense. CONTRACTOR may be required to install cable or snow fencing at CONTRACTORS expense on the perimeter of construction limits should traffic invade these areas.
- M. CONTRACTOR agrees to keep all roads free of construction dirt, debris and mud throughout the Construction timeframe. All construction equipment must be cleaned of dirt, mud and debris prior to exiting working limits. CONTRACTOR agrees to sweep all construction roads, including existing infrastructure used for equipment transport, prior to exiting the Project. This applies only to what is caused by this scope of work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages C-520-i to C-520-xix inclusive).
 - 2. Performance bond (pages N/A to N/A, inclusive).
 - 3. Payment bond (pages N/A to N/A, inclusive).
 - 4. General Conditions (pages C-700-1 to C-700-65 inclusive).

5. Supplementary Conditions (pages N/A to N/A, inclusive).
6. Drawings (not attached but incorporated by reference) bearing the following general title: Sonoma Verde Edwards Road & League Road Exhibit dated August 2021 attached as Exhibit E
7. Geotechnical Report (not attached but incorporated by reference) bearing the following general title: N/A
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - b. Contractors Insurance Requirements
 - c. Subcontractor Insurance Requirements
 - d. Contractor's Certificate of Insurance
 - e. Form of Partial Release of Liens and Bills Paid Affidavit
 - f. Form of Final Release of Liens and Bills Paid Affidavit
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Consent of Contractor
 - f. Affidavit of Commencement
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- B. OWNER may rely solely upon CONTRACTOR for enforcement of all subcontracts. To effect such purpose, CONTRACTOR now assigns to OWNER all right to bring any actions against SUBCONTRACTORS and material vendors without waiver by OWNER of its right against CONTRACTOR because of defaults, delays and defects for which a SUBCONTRACTOR or material vendor may also be liable; provided, however, that OWNER shall not have the right to bring such actions directly against such SUBCONTRACTOR unless CONTRACTOR has defaulted hereunder (and such default remains uncured) or OWNER has terminated this Agreement as a result of such default. CONTRACTOR will indemnify, defend and hold OWNER harmless from any failure or refusal of any SUBCONTRACTOR to comply with any provision of the Contract Documents. In addition, this Agreement may be collaterally assigned by OWNER (or any permitted assignee) to a financial institution providing financing to OWNER (or any permitted assignee) for the purchase and/or development of the Project.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Supervision: CONTRACTOR shall provide a competent superintendent, satisfactory to the OWNER and the ENGINEER, on the Site at all times during working hours with full authority

to act for CONTRACTOR. The CONTRACTOR shall provide an adequate staff for the proper coordination and expediting of the Work. CONTRACTOR'S supervisor shall coordinate with OWNER and Engineer on any additional work required.

- B. Testing: Testing and inspection of materials required for the Work shall be performed by a commercial laboratory acceptable to OWNER and ENGINEER. In the event tests indicate a material does not meet the minimum requirements of the Specifications, the cost of additional testing required, as determined by the laboratory, will be paid for by the CONTRACTOR.

Testing Lab: **Alpha Testing, Inc.**
 Chris Moore, P.E.
 2209 Wisconsin Street, Suite 100
 Dallas, TX. 75229
 972-620-8911

- C. Guarantee and Warranty:

1. CONTRACTOR agrees to promptly make good, without cost to OWNER any and all defects in the CONTRACTOR's Work due to faulty workmanship and/or materials which may appear within the guarantee or warranty period so established in the Contract Documents and if no such period be stipulated in the Contract Documents, then such **guarantee shall be a for a minimum period of One (1) year from the date of completion and acceptance of the Project by OWNER and Final Acceptance by all regulating bodies, to include but not limited to the City, County, District and any Special Utility Districts or the duration further required.** Receipt by OWNER of all guarantees or warranties stipulated by the Contract Documents is required prior to processing CONTRACTOR's final payment. This warranty shall be in addition to all other warranties and remedies, expressed or implied, under the law and the Contract Documents. CONTRACTOR shall provide OWNER with copies of all guarantees or warranties which have been made to the CONTRACTOR by suppliers or SUB-CONTRACTORS as required hereunder, together with an assignment of such warranties and guarantees to the OWNER and/or the County; however, such assignment shall not relieve the CONTRACTOR of the responsibility stated in the preceding paragraph in case of failure of SUB-CONTRACTORS or suppliers to fulfill the provision of such warranties or guarantees.
2. Notwithstanding any other term or provision contained herein to the contrary, and in accordance with Tex. Civ. Prac. & Rem. Code § 16.009(e)(1), OWNER and CONTRACTOR expressly understand, agree and accept that for the purpose of calculating the ten (10) year period in § 16.009, the Date of Substantial Completion of CONTRACTOR's Work shall be the same date as the Date of Substantial Completion for the Project (final acceptance from the OWNER all regulating bodies and release from the OWNER'S lender).
3. CONTRACTOR further understands, accepts and agrees that if any person or entity brings suit for damages for any claim arising out of an alleged defective or unsafe condition of the Project, or an alleged deficiency in the construction or repair of the Project, which may be covered by the indemnification agreements specified below, and if a court of competent jurisdiction determines that the Date of Substantial Completion of CONTRACTOR's Work is not the same date as the Date of Substantial Completion of

the Project, in spite of the parties' agreement in (a) above, CONTRACTOR hereby waives and relinquishes any right it may have to assert a defense based upon CONTRACTOR's Date of Substantial Completion being different than the Date of Substantial Completion for the entire Project, against any action brought by OWNER against CONTRACTOR to enforce the terms and provisions of the indemnification agreements contained in the Contract.

- D. Storage of Materials: No materials shall be stored nor shall any equipment be parked on property adjacent to the Site without the express written consent of OWNER and the owner of the adjacent property. Upon completion of all Work, or when directed by OWNER, the CONTRACTOR shall remove all unused materials from the Site. All materials and equipment stored on Site shall be at the CONTRACTOR'S sole risk and OWNER is hereby released from any and all liability for CONTRACTOR'S materials or equipment at the Site being stolen or damaged in any way.
- E. Barricades and Warnings: The safety of the public shall be regarded as of primary importance and the responsibility of CONTRACTOR during construction of the Work. CONTRACTOR shall keep all members of the public away from the Site at all times. Where public safety is involved and/or otherwise required by Laws and Regulations, the CONTRACTOR shall provide caution tape, warning lights which shall be kept burning between the hours of sunset and sunrise and other such measures to ensure public safety at the Site at all times. Barricades and warnings shall be as approved by the ENGINEER
- F. Clean-up:
1. The CONTRACTOR shall at all times keep the Site and structures or facilities thereon, free from accumulations of waste material, debris, or rubbish caused in connection with the Work. At the completion of the Work, CONTRACTOR shall remove from the Site all of CONTRACTOR'S tools, surplus materials, and debris, and shall leave the Site and Work in a neat and orderly condition unless otherwise noted on the Drawings or specified herein.
 2. Upon completion of the Work and before final acceptance and final payment, the CONTRACTOR shall remove rubbish, unused materials, and temporary structures from the limits of the Project and restore, in a manner acceptable to the OWNER, all property, both public and private, that has been damaged during execution of the Work, and shall level and grade all portions of the work where the surface of the natural ground or street surfacing has been disturbed during construction. The Site shall be left in a neat and presentable condition and free from ruts. Excavated materials shall not be deposited on adjacent property unless written approval is obtained from the owner of the adjacent property.
- G. Disposal of Waste & Surplus Materials & Excavation: All trash, concrete rubble, or other debris shall be removed from the Site and disposed of or placed in a manner approved by the OWNER. When applicable, the spoils from the Work may be disposed of on-Site, at a location specified and agreed upon by OWNER. All excavated earth in excess of that required for backfilling shall be disposed of in a satisfactory manner to the OWNER.
- H. Indemnification: CONTRACTOR recognizes that accidents and other problems may occur while it is performing the Work. CONTRACTOR also recognizes that because of such problems, Claims may be made against OWNER or others. Because CONTRACTOR and OWNER intend that CONTRACTOR will be solely responsible for the supervision of the Work

and all consequences of the Work as set forth herein, CONTRACTOR shall, to the fullest extent permitted by law, indemnify, defend, protect, hold harmless and release OWNER, all affiliates of OWNER, ENGINEER, CONSULTANT, and all of such parties' representatives, partners, members, officers, directors, shareholders, employees, agents, successors and assigns, and any lender of OWNER with an interest in the Project (individually, an "Indemnified Party"; and collectively, the "Indemnified Parties") from and against any and all Claims (including, without limitation, claims for bodily injury, death or damage to property) of every kind and nature whatsoever to the extent arising from or in connection with: (a) the performance of the Work or CONTRACTOR's use or occupancy of the Site; (b) any liens or encumbrances incurred or resulting from the acts of CONTRACTOR or its agents, employees or SUBCONTRACTORS or those acting at their instance; (c) any work, occurrence, conduct, act or omission maintained, performed, permitted or suffered by CONTRACTOR or any representative, SUBCONTRACTOR or supplier of CONTRACTOR, or any employee, agent, invitee or licensee of any of the foregoing, on or about or pertaining to the Site or any portion thereof, (d) CONTRACTOR's failure to perform its obligations under this Agreement, or CONTRACTOR's breach of the terms of this Agreement; (e) any act, omission, negligence or misconduct of CONTRACTOR or its representatives, SUBCONTRACTORS, suppliers, employees, agents, invitees or licensees or those acting at their instance (whether active or passive); (f) any accident, injury or damage whatsoever caused to any person, firm or corporation on the Site or any sidewalk, street or land adjacent thereto arising as a result of any act or omission of CONTRACTOR or its representatives, SUBCONTRACTORS, suppliers, employees, agents, invitees or licensees during the term of this Agreement; (g) any claim pertaining to construction defects relating in any way to the Work as defined herein, or to any improvements constructed; and (h) any failure of CONTRACTOR to procure and/or maintain the insurance as required under this Agreement.

CONTRACTOR'S OBLIGATION TO INDEMNIFY, DEFEND, PROTECT AND HOLD HARMLESS ANY INDEMNIFIED PARTY SHALL APPLY WITH FULL FORCE AND EFFECT REGARDLESS OF AN INDEMNIFIED PARTY'S SOLE OR CONCURRENT NEGLIGENCE WITH RESPECT TO ALL CLAIMS RELATING TO THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENTS OR ANY SUBCONTRACTOR (AN "EMPLOYEE CLAIM"). WITH RESPECT TO ALL CLAIMS OTHER THAN AN EMPLOYEE CLAIM, CONTRACTOR SHALL HAVE NO OBLIGATION TO INDEMNIFY ANY INDEMNIFIED PARTY AGAINST SUCH CLAIM TO THE EXTENT, BUT ONLY TO THE EXTENT, SUCH CLAIM IS DETERMINED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTY OR BY THE BREACH OF THE TERMS OF THIS AGREEMENT BY OWNER.

Payment to CONTRACTOR by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. CONTRACTOR's indemnification obligation hereunder shall survive acceptance and the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit CONTRACTOR's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto; accordingly, any rule of construction of contracts that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement. The express indemnification provision set forth in this

Agreement shall solely govern all issues of indemnification and contribution between CONTRACTOR and OWNER. OWNER AND CONTRACTOR ACKNOWLEDGE AND AGREE THAT THE INDEMNIFICATION PROVISIONS SET FORTH IN THIS PARAGRAPH 9.12 SHALL REPLACE THE INDEMNIFICATIONS PROVISIONS SET FORTH IN PARAGRAPH 6.20 OF THE GENERAL CONDITIONS IN THEIR ENTIRETY.

In addition to any other guarantee, warranty, or indemnity expressly made by CONTRACTOR or implied by law, CONTRACTOR guarantees that the Work complies with all Laws and Regulations and guarantees the Work against defect in workmanship and materials for the benefit of OWNER and each of the other Indemnified Parties, and their successors and assigns, and CONTRACTOR will indemnify and hold OWNER and the other Indemnified Parties, and their successors and assigns, harmless from and against all Claims, including attorneys' fees and other costs of defense incurred by OWNER and/or any of the other Indemnified Parties, and their successors and assigns, defending against any Claim or enforcing this indemnity and defense obligation, arising out of any defective condition. This guarantee will specifically inure to the benefit of and be enforceable by any purchaser of any dwelling constructed or to be constructed and with respect of which the Work applies. This guarantee is broad enough to include any Claim made against OWNER and any of the other Indemnified Parties, and their successors and assigns, concerning the Work. If a Claim is made against the OWNER and/or any of the other Indemnified Parties, and/or their successors and assigns, concerning the Work, OWNER and/or the other Indemnified Party, and their successors and assigns, may tender defense of such Claim to CONTRACTOR and CONTRACTOR agrees to defend same. If demand is made upon CONTRACTOR to perform under this guarantee, CONTRACTOR at its sole cost and expense, will expeditiously repair or replace any defective Work, whether existing because of faulty workmanship, defective equipment or materials, or from any other cause and repair or replace any damage to the work of others caused by such defective Work. If CONTRACTOR fails to perform under this guarantee, the party entitled to performance or the OWNER, and its successors and assigns, will have the right to hire other persons to correct the defective Work and hold CONTRACTOR liable for the costs thereof including costs, disbursements and reasonable attorneys' fees incurred in the enforcement of this provision. The Guarantee in this paragraph is independent from all other obligations of CONTRACTOR under this Agreement, including, without limitation, all indemnification provisions, and will apply whether or not required by any other provision of this Agreement.

- I. Erosion Control: The OWNER shall prepare the Storm-water Pollution Prevention Plan (SWPPP). The CONTRACTOR is responsible for any damage to erosion control devices caused by contractor and ensuring they are performing as intended. OWNER and CONTRACTOR shall file a Notice of Intent with the TCEQ where applicable, and a Notice of Termination upon completion of construction activities. The SWPPP will be posted on-Site at all times.

The OWNER will complete required inspection reports summarizing SWPPP deficiencies and major observations relating to the implementation of the SWPPP. Any deficiencies noted in the inspection reports shall be repaired by OWNER and if repairs are as a result damage by CONTRACTOR, CONTRACTOR shall reimburse OWNER of such expense and must be done so as a condition for monthly payments. If additional controls are required as directed by the OWNER in excess of those disclosed on the prepared SWPPP, they will be paid for by the OWNER.

- J. Property Lines and Monuments: The Contractor shall protect all property corner markers at the Site, and when any such markers or monuments are in danger of being disturbed they shall be properly referenced and if disturbed shall be reset at the expense of the Contractor.
- K. Existing Utilities and Service Lines: The Contractor shall be responsible for the protection of all existing utilities or service lines crossed or exposed by the Work. Where existing utilities or service lines are cut, broken, or damaged in connection with the Work, the Contractor shall replace the utilities or service lines with the same type of original construction, or better, at Contractor's own cost and expense.
- L. Public Utilities and Other Property to be Changed: In case it is necessary to change or move the property of a public utility in connection with the Work, such property shall not be moved or interfered with until authorized by the utility company and approved by the Engineer. The right is reserved to the owner of public utilities to enter upon the limits of the Project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of the Work.
- M. Fence and Drainage Channels: Boundary fences and other improvements removed to perform the Work shall be replaced in the same location and left in a condition as good or better by Contractor than that in which they were found unless otherwise stated in the Contract Documents. Surface drainage channels disturbed or blocked during the Work shall be restored to their original condition of grade and cross section after the Work is completed.
- N. Water for Construction: The Contractor shall make the necessary arrangements for securing and transporting all water required for the Work, including water required for mixing of concrete, sprinkling, testing or flushing. The Contractor shall provide water as required at Contractor's own expense.
- O. Lights and Power: The Contractor shall provide, at its own expense, temporary lighting and power facilities required for the proper prosecution of the Work.
- P. Protection of Trees: The Contractor shall not remove any trees from the Site without specific written approval from the Owner. All trees that are not designated removed shall be protected by Contractor from damage to their trunks and limbs, and the Contractor shall not allow any fill or excavation material to be piled at the base of any of the existing trees so that the natural grade is raised. Any tree that is destroyed by Contractor because of the aforementioned reasons shall be replaced at the Contractor's sole expense. No construction material may be stored under or construction equipment parked or stored under the canopy of an existing tree.
- Q. Insurance:

CONTRACTOR AND OWNER ACKNOWLEDGE AND AGREE THAT THE INSURANCE PROVISIONS SET FORTH BELOW REPLACE THE INSURANCE PROVISIONS IN ARTICLE 5 OF THE GENERAL CONDITIONS IN THEIR ENTIRETY.

So long as any of the Work remains to be completed, Contractor shall, at Contractor's sole cost and expense, carry and maintain in full force and effect insurance coverage in accordance with Exhibit B attached to the Agreement.

Contractor shall also cause each Subcontractor, at each Subcontractor's sole cost and expense, to carry and maintain in full force and effect, prior to commencing any portion of the Work, insurance coverage in accordance with Exhibit C attached hereto and made part

hereof for all purposes. Upon request of Owner, Contractor shall provide Owner with copies of certificates of insurance evidencing the required insurance for each Subcontractor.

Insurance carriers must have a "Best's Rating" and a "Financial Size Category" acceptable to Owner. Insurance carriers must be admitted in the State of Texas, unless otherwise approved in writing by Owner.

The required insurance will cover Contractor, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) performing any work under any contract or agreement with Contractor.

Contractor for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required herein, hereby waives and releases the additional insureds from liability for loss, damage or loss of property at the Site, which loss or damage is covered by such insurance, to the extent such damages are covered by Contractor's policies of insurance or are required to be covered by the required insurance. This provision is intended to waive fully for the benefit of Owner and the other additional insureds any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Contractor. Contractor will obtain a waiver of any subrogation right that its insurers may acquire against the additional insureds by virtue of payment of any such loss covered by such insurance.

The project/job description and/or description of operations on all certificates, endorsements and other insurance documentation will read "All Work Performed For The Additional Insureds."

Concurrently with the execution of the Agreement, Contractor will file with Owner original certificates of insurance and endorsements showing the required insurance to be in force. Certificates of insurance alone, without the requisite endorsements, are not acceptable to satisfy the provisions of the required insurance. Upon the request of Owner, Contractor will provide Owner with certified copies of all policies as well as any subsequent policies and endorsements that Contractor is required to procure and maintain. Upon the request of Owner, renewal certificates and endorsements for commercial general liability will be provided to Owner, at no expense to Owner, prior to expiration of such insurance, for a period of 1 year after the completion of the Work. Such continuing insurance will comply with the requirements set forth in this Contract. CONTRACTOR WILL NOT COMMENCE OR BE PAID FOR ANY WORK (INCLUDING FINAL PAYMENTS) UNLESS AND UNTIL INSURANCE DOCUMENTATION PROPERLY COMPLETED AND EXECUTED HAS BEEN DELIVERED TO AND APPROVED BY OWNER.

If Contractor fails to procure, maintain or pay for the required insurance, Owner at its sole discretion may define other financial risk transfer mechanisms or secure the same or similar insurance coverage, in which event Contractor will pay the cost thereof and will furnish upon demand, all information that may be required. Owner will have the right to backcharge Contractor for such costs. The failure of Owner to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor's coverage based upon the evidence of insurance provided by Contractor will not be construed as a waiver by Owner of Contractor's obligation to procure, maintain and pay for the required insurance. Notwithstanding any provision to the contrary contained herein, any waiver of

the required insurance, including, without limitation, the amount or extent of coverage, may only be obtained by the prior written consent of Owner.

The insurance requirements set forth herein will in no way limit Contractor's liability arising out of the Work or related activities (including liability under the indemnification provisions set forth in the Agreement or under any other provisions of the Contract Documents or at law). The inclusions, coverage and limits set forth herein are minimum inclusions, coverage and limits. The required minimum policy limits set forth in Exhibit B will not be construed as a limitation of Owner's rights under any policy with higher limits, and no policy maintained by Contractor will be endorsed to include such a limitation. Nothing contained herein will be construed as limiting the type, quality or quantity of insurance coverage that Contractor should maintain. Contractor will be responsible for determining appropriate inclusions, coverage and limits which may be in excess of the minimum requirements set forth herein.

The failure of Contractor to fully and strictly comply at all times with the insurance requirements set forth herein will be deemed a material breach of the Agreement.

Contractor will immediately notify (or cause its insurers or insurance broker to notify) Owner of receipt by Contractor of any notice of cancellation or rescission received from an insurance carrier referring to or relating to a policy provided in accordance with the provisions herein which names Contractor, its parent, subsidiary or affiliated companies or their officers, directors or employees as additional insureds or which may otherwise impact the ability of Contractor to fully perform its obligations hereunder (including, without limitation, the indemnity obligations of Contractor set forth in the Contract Documents).

The required insurance set forth herein is independent from all other obligations of Contractor under the Contract Documents, including, without limitation, all indemnification provisions, and will apply whether or not required by any other provision of the Contract Documents and regardless of the enforceability of any other provision in the Contract Documents.

- R. Trenching and Shoring Design: Contractor shall bear sole responsibility for design and execution of acceptable trenching and shoring procedures in accordance with the Work, in accordance with State of Texas HB 662 and HB 665. On trench excavations in excess of five feet in depth, Contractor shall pay a qualified engineer to prepare detailed plans and specifications directing Contractor in the safe execution of trenching and shoring, unless other procedures are reviewed and accepted in writing by the applicable authorities prior to commencing trenching work. The Engineer will not be responsible for reviewing or accepting the Contractor's means and methods for trenching and shoring obligations.
- S. Payment of Taxes: The Contractor shall pay all sales, consumer, use and other similar taxes required by law in connection with the Work, and this amount shall be included in the Contract Price.
- T. Grading Specifications and Verification: Grades are to be within 0.10 feet of proposed pavement and +0.3 feet of proposed lot (pad) grade. This includes grading each lot (pad) level to +/- 0.10 feet within each corner. Paving tolerance shall be according to the North Central Council of Government Specifications. All drainage swales between lots and in the rear lot swales will be installed. The Contractor will be responsible for ensuring positive drainage at all low points including but not limited to construction a temporary diversion swales as directed by Engineer. The Contractor will perform final lot grading after completion of paving and franchise utilities. The contract will not be complete until grades are verified

by the Engineer. Retainage will not be released until final grading is complete and verified. Contractor will notify Engineer when ready for grading verification prior to utility construction and after lot grading.

- U. Waste Material: All acceptable excess excavation shall be disposed of by spreading in thin lifts (not to exceed six inches) on the site as directed by the Owner. Unacceptable excavation, including large rock, pieces of concrete or trash, shall become the property of the Contractor and be disposed of off-site at the expense of Owner. The decision to acceptability of excess excavation for disposal and placement shall rest with the Owner. No compaction tests of excavated material will be required.
- V. Construction Staking: The Contractor shall be responsible for all requests from Owner's surveyor for construction staking relating to the Work. Owner is responsible for hiring the surveyor and shall pay for one set of the following construction staking activities: control set up and benchmarks, clearing & grading, ROW and easement locations, tree preservation and erosion control boundaries, rough grading, rough grade verification, retaining walls, sanitary sewer including front lot corners, water lines including front lot corners, storm sewer, franchise utilities, final paving including all front lot corners, finish grade staking including front property corners. Any subsequent requests for staking by Contractor staking (after initial request) shall be the responsibility of the Contractor.

Surveyor contact information is as follows (unless directed by surveyor):

Lonestar Field Company, LLC
P.O. Box 1180
Royce City, Texas 75189
214-801-5966
rsmith@lonestarfield.com

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on September 1, 2021 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Land Solutions SV, LLC

5W Contracting, LLC

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

15441 Knoll Trail

5425 FM 1567 West

Suite 150

Sulphur Springs, Texas 75482

Dallas, TX. 75248

With copy to:

License No.: _____

Monty Watson

(where applicable)

Watson Law Group, PLLC

5646 Milton, Ste. 321

Dallas, Texas 75206

Tel (214) 389-1339

Monty@mmwatson.com

EXHIBIT A
Contractor's Proposal

**5W Contracting, LLC**

5425 FM 1567 West

Sulphur Springs, Texas 75482

mwilliams@5wcontracting.com

Phone: 903-348-3796

Fax: 903-485-2715

Prepared by: Michael Williams

BID

DATE 7/14/21

BID # 71421

CUSTOMER ID

DUE DATE

CUSTOMER

Craig Malan, PE

Kimley-Horn

400 N. Oklahoma Dr., Suite 105

Celina, Texas 75009

PROJECT

Sonoma Verde Grading

And Seal Coat

Item No.	Description	Units	Quantity	Unit Cost	Amount
	Edwards & League Road Sealcoating				
	Seal Coat - Edwards 450'x20'	SY	1,000	\$ 12.40	\$ 12,400.00
	HMAC Patch - Edwards	Tons	25	\$ 150.00	\$ 3,750.00
	Base Grading - Edwards 5260'x20'	SY	11,688	\$ 2.16	\$ 25,246.08
	Seal Coat - Edwards 5260'x20'	SY	11,688	\$ 12.40	\$ 144,931.20
	Base Rock - Edwards (As Needed)	Tons	150	\$ 28.00	\$ 4,200.00
	Base Grading - League 170'x20'	SY	378	\$ 2.16	\$ 816.48
	Seal Coat - League 1,630'x20'	SY	3,622	\$ 12.40	\$ 44,912.80
	Maintenance Bond 1 Year	LS	1	\$ 500.00	\$ 500.00

Subtotal \$ 236,756.56

TERMS AND CONDITIONS

Permits, Engineering, Testing, Utility Relocations, Subgrade Repairs, Traffic Controls, Erosion Controls or anything not mentioned in the above Work items.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made within 15 days of the work completion.

TOTAL \$ 236,756.56

Accepted By: _____ Date: _____

If you have any questions about this bid please contact me.

Thank You For Your Business!

EXHIBIT B

Contractor Insurance Requirements

General Liability Requirements:

❖ General Liability Limits

Per Occurrence / Project
Each Occurrence: \$1,000,000
Personal Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000
Products & Completed Operations Aggregate: \$2,000,000

Additional General Liability Requirements:

- ❖ The following requirements must be included in the policy and referenced in the COI:
1. "This insurance is primary and non-contributory"
 2. "There is no exclusionary language or limitations relating to residential construction, condominiums, multi-family, or multi-unit dwelling."
 3. "Defense costs are outside of policy limits"
- ❖ Policy must be endorsed to extend Products and Completed Operations insurance for a minimum period equal to the greater of (i) the period under which a claim can be asserted under the applicable statutes of limitations and/or repose or (ii) three (3) years after substantial completion of the work or services
- ❖ Waiver of Subrogation endorsement is required for the GL
- ❖ Additional Insured Endorsements (utilizing CG 20 10 10 01 for On-going Operations and CG 20 37 10 01 for Completed Operations, or their equivalent) must be attached to the policy and accompany the certificate and be acceptable to Owner
- ❖ Deductible / SIR amount must be shown on the certificate
- ❖ The deductible is not to exceed \$100,000 and the SIR not to exceed \$50,000

Automobile Liability:

❖ Automobile Liability Limits

Combined Single Limit for Bodily Injury and Property
Damage: \$1,000,000 Each Accident

- ❖ Commercial automobile liability insurance covering the ownership, maintenance, and operations of any automobile or automotive

equipment, whether such auto is owned, hired, and non-owned. Such insurance shall provide coverage against third-party claims for bodily injury, including death resulting therefrom, and damage to the property of others caused by accident regardless of whether such operations are performed by Contractor, Contractor's agents, or by anyone directly or indirectly employed by any of them.

- ❖ Policies shall be endorsed to add Owner as an additional insured and to include a waiver of subrogation in favor of Owner.

Workers Compensation:

- ❖ Statutory Limit for Workers Compensation
- ❖ Employers Liability: Each Accident: \$1,000,000
 Disease Each Employee: \$1,000,000
 Disease Policy Limit: \$1,000,000
- ❖ Waiver of Subrogation is required for the WC
- ❖ If Contractor uses temporary or leased employees, Contractor shall submit a certificate of insurance respectively from the employer of the temporary or leased employees indicating that the policy is endorsed to name Contractor as an alternate employer.

Umbrella Liability:

- ❖ Umbrella/Excess Liability Insurance on a follow form basis with a per occurrence and annual aggregate limit of \$10M per location / project
- ❖ Scheduled underlying policies must include General Liability, Automobile Liability, and Employers Liability.
- ❖ Policies shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.

Additional Insureds:

- ❖ Contractor's General Liability, Umbrella/Excess Liability and Automobile Liability insurance shall be endorsed to add the following entities as additional insureds:
 - Land Solutions SV, LLC
 - Kimley-Horn & Associates, Inc
 - Taylor Duncan Interests, LLC
 - Any additional parties requested by Owner

EXHIBIT C

Subcontractor Insurance Requirements

General Liability Requirements:

❖ General Liability Limits

Per Occurrence / Project
Each Occurrence: \$1,000,000
Personal Advertising Injury: \$1,000,000
General Aggregate: \$2,000,000
Products & Completed Operations Aggregate: \$2,000,000

Additional General Liability Insurance Requirements:

- ❖ The following requirements must be included in the policy and referenced in the COI:
 1. “This insurance is primary and non-contributory”
- ❖ Waiver of Subrogation endorsement is required for the GL
- ❖ Additional Insured Endorsements (utilizing CG 20 10 10 01 for On-going Operations and CG 20 37 10 01 for Completed Operations, or their equivalent) must be attached to the policy and accompany the certificate and be acceptable to Owner
- ❖ Deductible / SIR amount must be shown on the certificate
- ❖ The deductible is not to exceed \$100,000 and the SIR not to exceed \$50,000

Automobile Liability:

❖ Automobile Liability Limits

Combined Single Limit for Bodily Injury and Property
Damage: \$1,000,000 Each Accident

- ❖ Commercial automobile liability insurance covering the ownership, maintenance, and operations of any automobile or automotive equipment, whether such auto is owned, hired, and non-owned. Such insurance shall provide coverage against third-party claims for bodily injury, including death resulting therefrom, and damage to the property of others caused by accident regardless of whether such operations are performed by Contractor, Contractor’s agents, or by anyone directly or indirectly employed by any of them.
- ❖ Policies shall be endorsed to add Owner as an additional insured and to include a waiver of subrogation in favor of Owner.

Workers Compensation:

- ❖ Statutory Limit for Workers Compensation
- ❖ Employers Liability: Each Accident: \$1,000,000
 Disease Each Employee: \$1,000,000
 Disease Policy Limit: \$1,000,000
- ❖ Waiver of Subrogation is required for the WC
- ❖ If Contractor uses temporary or leased employees, Contractor shall submit a certificate of insurance respectively from the employer of the temporary or leased employees indicating that the policy is endorsed to name Contractor as an alternate employer.

Umbrella Liability:

- ❖ Umbrella/Excess Liability Insurance on a follow form basis with a per occurrence and annual aggregate limit of \$3M per location / project
- ❖ Scheduled underlying policies must include General Liability, Automobile Liability, and Employers Liability.
- ❖ Policies shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.

Additional Insureds:

- ❖ Subcontractor's General Liability, Umbrella/Excess Liability and Automobile Liability insurance shall be endorsed to add the following entities as additional insureds
 - Land Solutions SV, LLC
 - Kimley-Horn & Associates, Inc
 - Taylor Duncan Interests, LLC
 - Any additional parties requested by Owner

EXHIBIT D

Contractor's Certificate of Insurance



SONOMA VERDE EDWARDS ROAD & LEAGUE ROAD EXHIBIT

AUGUST 2021

Exhibit E

DWG NAME: K:\CEL_CIVIL\080000000-SONOMA VERDE\CADEXHBIT\PLANS\HETS\EDWARDS & LEAGUE ROADS OPC EXHBIT-071421.DWG
LAST SAVED: 8/13/2021 9:10 AM

Edwards and League Road Chip and Seal

Repair, Chip and Seal	\$ 236,756.56
Alpha	\$ 3,000.00
Kimley-Horn	\$ 3,500.00
Traffic Control	\$ 4,000.00
Sub-Total	\$ 247,256.56
Contingency	\$ 49,451.31
Total	\$ 296,707.87



5W Contracting, LLC
5425 FM 1567 West
Sulphur Springs, Texas 75482
mwilliams@5wcontracting.com
Phone: 903-348-3796
Fax: 903-485-2715
Prepared by: Michael Williams

BID

DATE 7/14/21
BID # 71421
CUSTOMER ID
DUE DATE

CUSTOMER

Craig Malan, PE
Kimley-Horn
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009

PROJECT

Sonoma Verde Grading
And Seal Coat

Item No.	Description	Units	Quantity	Unit Cost	Amount
	Edwards & League Road Sealcoating				
	Seal Coat - Edwards 450'x20'	SY	1,000	\$ 12.40	\$ 12,400.00
	HMAC Patch - Edwards	Tons	25	\$ 150.00	\$ 3,750.00
	Base Grading - Edwards 5260'x20'	SY	11,688	\$ 2.16	\$ 25,246.08
	Seal Coat - Edwards 5260'x20'	SY	11,688	\$ 12.40	\$ 144,931.20
	Base Rock - Edwards (As Needed)	Tons	150	\$ 28.00	\$ 4,200.00
	Base Grading - League 170'x20'	SY	378	\$ 2.16	\$ 816.48
	Seal Coat - League 1,630'x20'	SY	3,622	\$ 12.40	\$ 44,912.80
	Maintenance Bond 1 Year	LS	1	\$ 500.00	\$ 500.00

Subtotal \$ 236,756.56

TERMS AND CONDITIONS

Permits, Engineering, Testing, Utility Relocations, Subgrade Repairs,
Traffic Controls, Erosion Controls or anything not mentioned in the above
Work items.

*Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are
hereby accepted. You are authorized to do the work as specified.
Payment will be made within 15 days of the work completion.*

TOTAL \$ 236,756.56

Accepted By: _____ Date: _____

If you have any questions about this bid please contact me.

Thank You For Your Business!

Edwards and League Road Chip and Seal

Repair, Chip and Seal	\$ 236,756.56
Alpha	\$ 3,000.00
Kimley-Horn	\$ 3,500.00
Traffic Control	\$ 4,000.00
Sub-Total	\$ 247,256.56
Contengency	\$ 49,451.31
Total	\$ 296,707.87

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY LEGALLY DESCRIBED AS APPROXIMATELY BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN A 3.84 ACRE TRACT OF LAND LOCATED IN THE WILLIAM W. FORD SURVEY, ABSTRACT NUMBER 80, ROCKWALL COUNTY, TEXAS, SAME BEING A PORTION OF PULLEN ROAD AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" OF THIS ORDINANCE AND WHICH IS INCORPORATED HEREIN BY REFERENCE INTO THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas ("City") is authorized, pursuant to Chapter 43.1055 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law (the "Property"); and

WHEREAS, on or about July 27, 2021, the property owner ("Applicant") submitted a Petition for Voluntary Annexation in the form of a resolution of the Rockwall County Commissioners who after discussing same in a meeting called and posted in accordance with the Texas Open Meetings Act, did file same with the City Secretary; and

WHEREAS, the City desires to approve said petition and annex certain territory described herein (the "Property"); and

WHEREAS, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, the City Council of the City of McLendon-Chisholm finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of McLendon-Chisholm and the owners and residents of the area.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are legislative findings and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:
All that certain tract or land being all that certain lot, tract or parcel of land being a 3.84 acre tract of land located in the William W. Ford Survey, Abstract Number 80, Rockwall County, Texas same being a portion of Pullen Road and being more particularly described by metes and bounds in Exhibit A, which is incorporated herein by reference in this Ordinance as if fully recited.

be and the same is hereby annexed into the City of McLendon-Chisholm, Rockwall County, Texas, and that the boundary limits of the City of McLendon-Chisholm, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of McLendon-Chisholm, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of McLendon-Chisholm, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of McLendon-Chisholm. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 4. Severability Clause. It is hereby declared by the City Council of the City of McLendon-Chisholm that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of McLendon-Chisholm except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 7. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Rockwall County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City McLendon-Chisholm, Texas.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on the 14th day of September 2021.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

**EXHIBIT A
LEGAL DESCRIPTION
METES AND BOUNDS**

PULLEN ROAD:

BEING a 3.84 acre tract of land located in the William W. Ford Survey, Abstract Number 80, Rockwall County, Texas same being a portion of Pullen Road and being more particularly described as follows.

BEGINNING at a point for the approximate centerline of Pullen Road, from which the centerline intersection of Pullen Road and State Highway 205 bears in a northeasterly direction an approximate distance of 2,680 feet;

THENCE South 45 degrees 09 minutes 17 seconds East, an approximate distance of 25.00 feet to the apparent southeast line of Pullen Road;

THENCE South 44 degrees 50 minutes 43 seconds West, along the apparent southeast line of said Pullen Road, an approximate distance of 2,024.63 feet to an angle point;

THENCE South 44 degrees 19 minutes 38 seconds West, continuing along the apparent southeast line of Pullen Road, an approximate distance of 1,320.95 feet to the west corner of a tract of land described in Ordinance No. 2021-03, City of McClendon-Chisholm, Official Public Records, Rockwall County, Texas;

THENCE North 45 degrees 40 minutes 22 seconds West, departing the apparent southeast line of said Pullen Road, passing at an approximate distance of 25.00 feet the center line of said Pullen Road, from which the centerline intersection of said Pullen Road and Farm to Market Road 550 bears in a southwesterly direction an approximate distance of 4,731 feet, continuing across said Pullen Road, a total approximate distance of 50.00 feet to the apparent northwest line of said Pullen Road;

THENCE North 44 degrees 19 minutes 38 seconds East, along the apparent northwest line of said Pullen Road, an approximate distance of 1,321.17 feet to an angle point;

THENCE North 44 degrees 50 minutes 43 seconds East continuing along the apparent northwest line of said Pullen Road, an approximate distance of 2,024.86 feet to a point for corner;

THENCE South 45 degrees 09 minutes 17 seconds East, departing the apparent northwest line of said Pullen Road, an approximate distance of 25.00 feet to the POINT-OF-BEGINNING and containing approximately 3.84 acres of land more or less.

**RESOLUTION REQUESTING ANNEXATION
PULLEN ROAD, McLENDON-CHISOLM, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Rockwall County, Texas, held on the 27 day of July, 2021, on a motion made by Dennis Bailey and seconded by Lee Gilbert, the following Resolution was adopted:

WHEREAS a portion of Pullen Road is within the extraterritorial jurisdiction ("ETJ") of the City of McLendon-Chisolm, Texas, as set forth in Exhibit "A"; and

WHEREAS Rockwall County currently maintains the road and right-of-way of that portion of Pullen Road within the ETJ of the City of McLendon-Chisolm; and

WHEREAS development of certain property adjacent to the described portion of Pullen Road has resulted in the annexation of portions of the adjacent property by the City of McLendon-Chisolm; and

WHEREAS Rockwall County remains responsible for maintenance of isolated portions of Pullen Road adjacent to the corporate limits, and within the ETJ, of the City of McLendon-Chisolm; and

WHEREAS pursuant to Subsection 43.1055 of the Texas Local Government Code, the City of McLendon-Chisolm may by ordinance annex a road or right-of-way upon the request of the governing body of the political subdivision that maintains the road or right-of-way under the procedures prescribed Subchapter C-1, of Chapter 43 of the Texas Local Government Code; and

NOW THEREFORE BE IT RESOLVED that the Rockwall County Commissioners, pursuant to Subsection 43.1055, request that the City of McLendon-Chisolm annex the road and right-of-way of the portion of Pullen Road that is within the ETJ of the City of McLendon Chisolm as more fully described in Exhibit "A".

DONE IN OPEN COURT this the 27 day of July, 2021.


David Sweet, Rockwall County Judge


Cliff Sevier, Commissioner Pct. 1


Lee Gilbert, Commissioner Pct. 2


Dennis Bailey, Commissioner Pct. 3


Janet Nichol, Commissioner Pct. 4

**EXHIBIT A
PULLEN ROAD
ANNEXATION
CITY OF MCLENDON-CHISHOLM
ROCKWALL COUNTY, TEXAS**

PULLEN ROAD:

BEING a 3.84 acre tract of land located in the William W. Ford Survey, Abstract Number 80, Rockwall County, Texas same being a portion of Pullen Road and being more particularly described as follows.

BEGINNING at a point for the approximate centerline of Pullen Road, from which the centerline intersection of Pullen Road and State Highway 205 bears in a northeasterly direction an approximate distance of 2,680 feet;

THENCE South 45 degrees 09 minutes 17 seconds East, an approximate distance of 25.00 feet to the apparent southeast line of Pullen Road;

THENCE South 44 degrees 50 minutes 43 seconds West, along the apparent southeast line of said Pullen Road, an approximate distance of 2,024.63 feet to an angle point;

THENCE South 44 degrees 19 minutes 38 seconds West, continuing along the apparent southeast line of Pullen Road, an approximate distance of 1,320.95 feet to the west corner of a tract of land described in Ordinance No. 2021-03, City of McClendon-Chisholm, Official Public Records, Rockwall County, Texas;

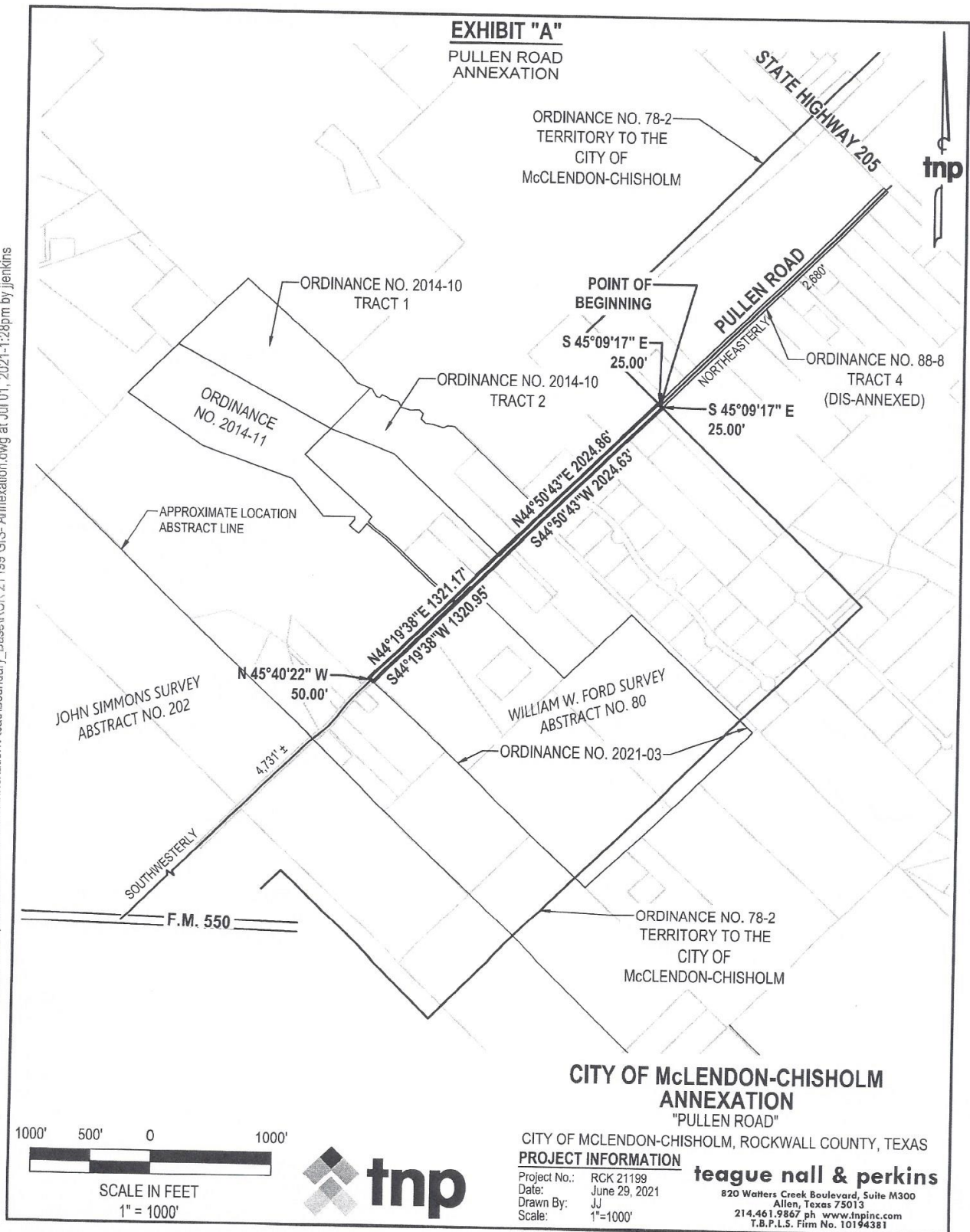
THENCE North 45 degrees 40 minutes 22 seconds West, departing the apparent southeast line of said Pullen Road, passing at an approximate distance of 25.00 feet the center line of said Pullen Road, from which the centerline intersection of said Pullen Road and Farm to Market Road 550 bears in a southwesterly direction an approximate distance of 4,731 feet, continuing across said Pullen Road, a total approximate distance of 50.00 feet to the apparent northwest line of said Pullen Road;

THENCE North 44 degrees 19 minutes 38 seconds East, along the apparent northwest line of said Pullen Road, an approximate distance of 1,321.17 feet to an angle point;

THENCE North 44 degrees 50 minutes 43 seconds East continuing along the apparent northwest line of said Pullen Road, an approximate distance of 2,024.86 feet to a point for corner;

THENCE South 45 degrees 09 minutes 17 seconds East, departing the apparent northwest line of said Pullen Road, an approximate distance of 25.00 feet to the POINT-OF-BEGINNING and containing approximately 3.84 acres of land more or less.

Drawing: L:\Projects\RCK 21199 Rockwall County-McLendon Chisholm Annexation\Acad\Boundary_Base\RCK 21199 GIS- Annexation.dwg at Jul 01, 2021-1:28pm by jenkins



PAGE 2 OF 2

**RESOLUTION REQUESTING ANNEXATION
SMITH ROAD & KLUTTS ROAD, McLENDON-CHISOLM, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Rockwall County, Texas, held on the 27 day of July, 2021, on a motion made by Dennis Bailey and seconded by Lee Gilbert, the following Resolution was adopted:

WHEREAS portions of Smith Road and Klutts Road are within the extraterritorial jurisdiction ("ETJ") of the City of McLendon-Chisolm, Texas, as set forth in Exhibit "A"; and

WHEREAS Rockwall County currently maintains the road and right-of-way of those portions of Smith Road and Klutts Road within the ETJ of the City of McLendon-Chisolm; and

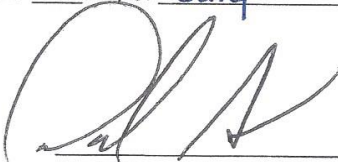
WHEREAS development of certain property adjacent to the described portions of Smith Road and Klutts Road has resulted in the annexation of portions of the adjacent property by the City of McLendon-Chisolm; and

WHEREAS Rockwall County remains responsible for maintenance of isolated portions of Smith Road and Klutts Road adjacent to the corporate limits, and within the ETJ, of the City of McLendon-Chisolm; and

WHEREAS pursuant to Subsection 43.1055 of the Texas Local Government Code, the City of McLendon-Chisolm may by ordinance annex a road or right-of-way upon the request of the governing body of the political subdivision that maintains the road or right-of-way under the procedures prescribed Subchapter C-1, of Chapter 43 of the Texas Local Government Code; and

NOW THEREFORE BE IT RESOLVED that the Rockwall County Commissioners, pursuant to Subsection 43.1055, request that the City of McLendon-Chisolm annex the road and right-of-way of the portions of Smith Road and Klutts Road that are within the ETJ of the City of McLendon Chisolm as more fully described in Exhibit "A".

DONE IN OPEN COURT this the 27 day of July, 2021.



David Sweet, Rockwall County Judge


Cliff Sevier, Commissioner Pct. 1
Lee Gilbert, Commissioner Pct. 2
Dennis Bailey, Commissioner Pct. 3
Janet Nichol, Commissioner Pct. 4

**EXHIBIT A
SMITH ROAD & KLUTTS ROAD
ANNEXATION
CITY OF MCLENDON-CHISHOLM
ROCKWALL COUNTY, TEXAS**

SMITH ROAD & KLUTTS ROAD:

BEING a 11.14 acre tract of land located in the Ruth Peckum Survey, Abstract No. 145 and the King Latham Survey, Abstract No. 133, Rockwall County, Texas, same being a portion of Smith Road and Klutts Road and being more particularly described as follows;

BEGINNING at a point for the approximate centerline of Smith Road, from which the centerline intersection of Smith Road and Farm to Market Road 550 bears in a northwesterly direction an approximate distance of 1,109 +/- feet;

THENCE North 44 degrees 37 minutes 59 seconds East, an approximate distance of 25.00 feet to the apparent northeast line of Smith Road;

THENCE South 45 degrees 22 minutes 01 seconds East, along the apparent northeast line of said Smith Road, an approximate distance of 2,663.01 feet to an angle point;

THENCE South 45 degrees 33 minutes 05 seconds East, continuing along the apparent northeast line of said Smith Road, an approximate distance of 2,203.45 feet to the apparent north intersection of the apparent northeast line of said Smith Road and the apparent northwest line of Klutts Road;

THENCE North 43 degrees 48 minutes 19 seconds East, along the apparent northwest line of said Klutts Road, an approximate distance of 3,294.07 feet to a point for corner;

THENCE South 46 degrees 11 minutes 41 seconds East, departing the apparent northwest line of said Klutts Road, an approximate distance of 50.00 feet to the apparent southeast line of said Klutts Road;

THENCE South 43 degrees 48 minutes 19 seconds West along the apparent southeast line of said Klutts Road, an approximate distance of 3,294.54 feet to the east intersection of the apparent southeast line of said Klutts Road and the apparent northeast line of said Smith Road;

THENCE South 45 degrees 44 minutes 30 seconds East along the apparent northeast line of said Smith Road, an approximate distance of 1,497.20 feet to a point for corner;

THENCE South 44 degrees 15 minutes 30 seconds West departing the apparent northeast line of said Smith Road, over and across Smith Road, an approximate distance of 50.00 feet to a point on the apparent southwest line of said Smith Road;

THENCE North 45 degrees 44 minutes 30 seconds West along the apparent southwest line of said Smith Road, an approximate distance of 1,522.04 feet to an angle point;

THENCE North 45 degrees 33 minutes 05 seconds West continuing along the apparent southwest line of said Smith Road, an approximate distance of 2,228.86 feet to an angle point;

THENCE North 45 degrees 22 minutes 01 seconds West continuing along the apparent southwest line of said Smith Road, an approximate distance of 2,663.09 feet to a point for corner;

THENCE North 44 degrees 37 minutes 59 seconds East departing the apparent southwest line of said Smith Road, an approximate distance of 25.00 feet to the POINT-OF-BEGINNING and containing approximately 11.14 acres of land more or less.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY LEGALLY DESCRIBED AS APPROXIMATELY BEING ALL THAT CERTAIN LOT, TRACTS OR PARCELS OF LAND BEING A 11.14 ACRE TRACT OF LAND LOCATED IN THE RUTH PECKUM SURVEY, ABSTRACT NO. 145 AND THE KING LATHAM SURVEY, ABSTRACT NO. 133, ROCKWALL COUNTY, TEXAS, SAME BEING A PORTIONS OF SMITH ROAD AND KLUTTS ROAD AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" OF THIS ORDINANCE AND WHICH IS INCORPORATED HEREIN BY REFERENCE INTO THE CITY OF MCLENDON-CHISHOLM, ROCKWALL COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; FINDING AND DETERMINING THAT ALL REQUIREMENTS FOR ANNEXATION HAVE BEEN MET ACCORDING TO LAW; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of McLendon-Chisholm, Texas ("City") is authorized, pursuant to Chapter 43.1055 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law (the "Property"); and

WHEREAS, on or about July 27, 2021, the property owner ("Applicant") submitted a Petition for Voluntary Annexation in the form of a resolution of the Rockwall County Commissioners who after discussing same in a meeting called and posted in accordance with the Texas Open Meetings Act, did file same with the City Secretary; and

WHEREAS, the City desires to approve said petition and annex certain territory described herein (the "Property"); and

WHEREAS, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, all public hearings, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, the City Council of the City of McLendon-Chisholm finds and determines that annexation of the Property hereinafter described is in the best interests of the citizens of the City of McLendon-Chisholm and the owners and residents of the area.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are legislative findings and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:
All that certain tract or land being all that certain lot, tract or parcel of land being a 11.14 acre tract of land located in the Ruth Peckum Survey, Abstract No. 145 and the King Latham Survey, Abstract No. 133, Rockwall County, Texas, same being a portion of Smith Road and Klutts Road and being more particularly described and being more particularly described by metes and bounds in Exhibit A, which is incorporated herein by reference in this Ordinance as if fully recited.

be and the same is hereby annexed into the City of McLendon-Chisholm, Rockwall County, Texas, and that the boundary limits of the City of McLendon-Chisholm, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of McLendon-Chisholm, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of McLendon-Chisholm, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of McLendon-Chisholm. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 4. Severability Clause. It is hereby declared by the City Council of the City of McLendon-Chisholm that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 5. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of McLendon-Chisholm except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 6. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 7. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Rockwall County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City McLendon-Chisholm, Texas.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on the 14th day of September 2021.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

**EXHIBIT A
LEGAL DESCRIPTION
METES AND BOUNDS**

SMITH ROAD & KLUTTS ROAD:

BEING a 11.14 acre tract of land located in the Ruth Peckum Survey, Abstract No. 145 and the King Latham Survey, Abstract No. 133, Rockwall County, Texas, same being a portion of Smith Road and Klutts Road and being more particularly described as follows:

BEGINNING at a point for the approximate centerline of Smith Road, from which the centerline intersection of Smith Road and Farm to Market Road 550 bears in a northwesterly direction an approximate distance of 1,109 +/- feet;

THENCE North 44 degrees 37 minutes 59 seconds East, an approximate distance of 25.00 feet to the apparent northeast line of Smith Road;

THENCE South 45 degrees 22 minutes 01 seconds East, along the apparent northeast line of said Smith Road, an approximate distance of 2,663.01 feet to an angle point;

THENCE South 45 degrees 33 minutes 05 seconds East, continuing along the apparent northeast line of said Smith Road, an approximate distance of 2,203.45 feet to the apparent north intersection of the apparent northeast line of said Smith Road and the apparent northwest line of Klutts Road;

THENCE North 43 degrees 48 minutes 19 seconds East, along the apparent northwest line of said Klutts Road, an approximate distance of 3,294.07 feet to a point for corner;

THENCE South 46 degrees 11 minutes 41 seconds East, departing the apparent northwest line of said Klutts Road, an approximate distance of 50.00 feet to the apparent southeast line of said Klutts Road;

THENCE South 43 degrees 48 minutes 19 seconds West along the apparent southeast line of said Klutts Road, an approximate distance of 3,294.54 feet to the east intersection of the apparent southeast line of said Klutts Road and the apparent northeast line of said Smith Road;

THENCE South 45 degrees 44 minutes 30 seconds East along the apparent northeast line of said Smith Road, an approximate distance of 1,497.20 feet to a point for corner;

THENCE South 44 degrees 15 minutes 30 seconds West departing the apparent northeast line of said Smith Road, over and across Smith Road, an approximate distance of 50.00 feet to a point on the apparent southwest line of said Smith Road;

THENCE North 45 degrees 44 minutes 30 seconds West along the apparent southwest line of said Smith Road, an approximate distance of 1,522.04 feet to an angle point;

THENCE North 45 degrees 33 minutes 05 seconds West continuing along the apparent southwest line of said Smith Road, an approximate distance of 2,228.86 feet to an angle point;

THENCE North 45 degrees 22 minutes 01 seconds West continuing along the apparent southwest line of said Smith Road, an approximate distance of 2,663.09 feet to a point for corner;

THENCE North 44 degrees 37 minutes 59 seconds East departing the apparent southwest line of said Smith Road, an approximate distance of 25.00 feet to the POINT-OF-BEGINNING and containing approximately 11.14 acres of land more or less.

**RESOLUTION REQUESTING ANNEXATION
SMITH ROAD & KLUTTS ROAD, McLENDON-CHISOLM, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF ROCKWALL §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Rockwall County, Texas, held on the 27 day of July, 2021, on a motion made by Dennis Bailey and seconded by Lee Gilbert, the following Resolution was adopted:

WHEREAS portions of Smith Road and Klutts Road are within the extraterritorial jurisdiction ("ETJ") of the City of McLendon-Chisolm, Texas, as set forth in Exhibit "A"; and

WHEREAS Rockwall County currently maintains the road and right-of-way of those portions of Smith Road and Klutts Road within the ETJ of the City of McLendon-Chisolm; and

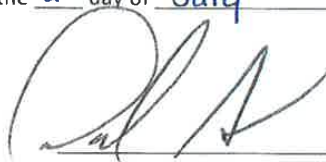
WHEREAS development of certain property adjacent to the described portions of Smith Road and Klutts Road has resulted in the annexation of portions of the adjacent property by the City of McLendon-Chisolm; and

WHEREAS Rockwall County remains responsible for maintenance of isolated portions of Smith Road and Klutts Road adjacent to the corporate limits, and within the ETJ, of the City of McLendon-Chisolm; and

WHEREAS pursuant to Subsection 43.1055 of the Texas Local Government Code, the City of McLendon-Chisolm may by ordinance annex a road or right-of-way upon the request of the governing body of the political subdivision that maintains the road or right-of-way under the procedures prescribed Subchapter C-1, of Chapter 43 of the Texas Local Government Code; and

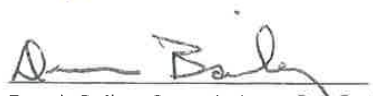
NOW THEREFORE BE IT RESOLVED that the Rockwall County Commissioners, pursuant to Subsection 43.1055, request that the City of McLendon-Chisolm annex the road and right-of-way of the portions of Smith Road and Klutts Road that are within the ETJ of the City of McLendon Chisolm as more fully described in Exhibit "A".

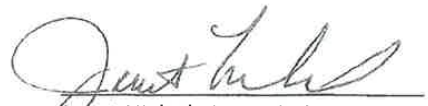
DONE IN OPEN COURT this the 27 day of July, 2021.


David Sweet, Rockwall County Judge


Cliff Sevier, Commissioner Pct. 1


Lee Gilbert, Commissioner Pct. 2


Dennis Bailey, Commissioner Pct. 3


Janet Nichol, Commissioner Pct. 4

**EXHIBIT A
SMITH ROAD & KLUTTS ROAD
ANNEXATION
CITY OF MCLENDON-CHISHOLM
ROCKWALL COUNTY, TEXAS**

SMITH ROAD & KLUTTS ROAD:

BEING a 11.14 acre tract of land located in the Ruth Peckum Survey, Abstract No. 145 and the King Latham Survey, Abstract No. 133, Rockwall County, Texas, same being a portion of Smith Road and Klutts Road and being more particularly described as follows;

BEGINNING at a point for the approximate centerline of Smith Road, from which the centerline intersection of Smith Road and Farm to Market Road 550 bears in a northwesterly direction an approximate distance of 1,109 +/- feet;

THENCE North 44 degrees 37 minutes 59 seconds East, an approximate distance of 25.00 feet to the apparent northeast line of Smith Road;

THENCE South 45 degrees 22 minutes 01 seconds East, along the apparent northeast line of said Smith Road, an approximate distance of 2,663.01 feet to an angle point;

THENCE South 45 degrees 33 minutes 05 seconds East, continuing along the apparent northeast line of said Smith Road, an approximate distance of 2,203.45 feet to the apparent north intersection of the apparent northeast line of said Smith Road and the apparent northwest line of Klutts Road;

THENCE North 43 degrees 48 minutes 19 seconds East, along the apparent northwest line of said Klutts Road, an approximate distance of 3,294.07 feet to a point for corner;

THENCE South 46 degrees 11 minutes 41 seconds East, departing the apparent northwest line of said Klutts Road, an approximate distance of 50.00 feet to the apparent southeast line of said Klutts Road;

THENCE South 43 degrees 48 minutes 19 seconds West along the apparent southeast line of said Klutts Road, an approximate distance of 3,294.54 feet to the east intersection of the apparent southeast line of said Klutts Road and the apparent northeast line of said Smith Road;

THENCE South 45 degrees 44 minutes 30 seconds East along the apparent northeast line of said Smith Road, an approximate distance of 1,497.20 feet to a point for corner;

THENCE South 44 degrees 15 minutes 30 seconds West departing the apparent northeast line of said Smith Road, over and across Smith Road, an approximate distance of 50.00 feet to a point on the apparent southwest line of said Smith Road;

THENCE North 45 degrees 44 minutes 30 seconds West along the apparent southwest line of said Smith Road, an approximate distance of 1,522.04 feet to an angle point;

THENCE North 45 degrees 33 minutes 05 seconds West continuing along the apparent southwest line of said Smith Road, an approximate distance of 2,228.86 feet to an angle point;

PAGE 1 OF 3

THENCE North 45 degrees 22 minutes 01 seconds West continuing along the apparent southwest line of said Smith Road, an approximate distance of 2,663.09 feet to a point for corner;

THENCE North 44 degrees 37 minutes 59 seconds East departing the apparent southwest line of said Smith Road, an approximate distance of 25.00 feet to the POINT-OF-BEGINNING and containing approximately 11.14 acres of land more or less.

**CITY OF McLENDON-CHISHOLM
ORDINANCE NO. 2021-_____**

AN ORDINANCE OF THE CITY OF McLENDON-CHISHOLM, TEXAS, AMENDING SECTION 3.01.001 OF ARTICLE 3.01 OF CHAPTER 3, “BUILDING REGULATIONS,” OF THE CODE OF ORDINANCES BY AMENDING THE FEE SCHEDULE; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council of the City of McLendon-Chisholm, Texas (“City”) to protect the public health, safety and welfare of the citizens of the City and safeguard the finances of the City; and

WHEREAS, the City is authorized to impose and collect fees relating to activities regulated by the City and the City Council may amend the related fee schedule to reflect current costs incurred by the City resulting from administering such regulations; and

WHEREAS, the City Council finds that the fee schedule attached to this Ordinance as Exhibit A and incorporated herein levies fees that have a rational and reasonable relationship to actual costs incurred by the City for the related activities and that the fees are reasonably necessary for the administration of the activity for which the fees are charged.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF McLENDON-CHISHOLM, TEXAS:

SECTION 1. The recitals set forth in the WHEREAS clauses of this Ordinance are true and correct, constitute findings and determinations by the City Council acting in its legislative capacity and are incorporated herein.

SECTION 2. That Section 3.01.001(a) of Article 3.01 “General Provisions,” of Chapter 3 “Building Regulations,” is hereby amended for the sole purpose of repealing the current Exhibit A fee schedule and replacing it with the Exhibit A fee schedule attached to this Ordinance, which fees shall be effective, and shall be assessed, from and after the effective date of this Ordinance.

SECTION 3. That all provisions of the ordinances of the City of McLendon-Chisholm in conflict with the provisions of this Ordinance, to the extent of such conflict, be and the same are hereby repealed and all other provisions of the ordinances of the City of McLendon-Chisholm not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 4. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

*Ordinance No. 2021-
Approved 09.14.2021*

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

SECTION 6. This Ordinance shall take effect immediately after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED and APPROVED by the City Council of the City of McLendon-Chisholm, Texas, on the 14th day of September, 2021.

APPROVED:

Keith Short, Mayor

ATTEST:

Rochelle Green, City Secretary

City of McLendon-Chisholm Master Fee Schedule

Exhibit A
Ordinance 2021-
Effective October 1, 2021

Miscellaneous Fees

Fence Permit	\$50 <u>125 (includes inspection)</u>
Mechanical Permits (HVAC)	\$100 Plus \$75 Inspection <u>\$175</u>
Plumbing Permit	\$100 Plus \$75 Inspection <u>\$175</u>
Electrical Permit	\$100 Plus \$75 Inspection <u>\$175</u>
Commercial Certificate of Occupancy	\$150
Credit Card Fee	5%
Sewer Tap Fee	\$3,000
Sewer Customer Deposit	\$135 (\$110 Refundable)
Sewer Monthly Fee	\$60.64 <u>\$63.67</u>
Contractor Registration (Other than plumbing, & electrical, and mechanical)	\$100
Contractor Registration Plumbing, <u>electrical and mechanical</u> & Electrical	\$0
OSSF Permit Fee	\$500
Resubmittal OSSF Fee	\$100
Pool Installation OSSF Review Fee (No inspection)	\$50
OSSF Modification Fee	\$200
Solicitor's Permit	\$100 (up to 4 individuals) \$25 for each additional person
<u>Engineer Drainage Evaluation</u>	<u>Pass thru fee without markup</u>
<u>Engineer Floodplain letter</u>	<u>Pass thru fee without markup</u>
<u>Community Room Set Up Fee</u>	<u>\$50 for Table & Chair Set Up/Take Down</u>
<u>Community Room Reservation (residents only)</u>	<u>\$200 deposit -returned if room left in good order</u>

Food Establishment Permit Fees

Temporary Establishment	\$50
Food Establishment	\$300
Catering Truck	\$300

Day Care Facility	\$300
Grocery Store (Per Outlet)	\$300
Limited Service	\$300
Additional Inspections Required	\$100
Season Events	\$150
Prepackaged Food and Beverage	\$150

Continued on Next Page

Building Permit Fees Commercial/Non-Residential

(All Building Permit Applications Subject to a Plan Review Fee)

Total Valuation	Fee
\$1-\$5,000	Actual Inspection Charges Plus \$50
\$5,000 to \$249,999	Actual Inspection Charges Plus 1.00% of Valuation Rounded up to Next \$1,000
\$250,000 to \$449,999	Actual Inspection Charges Plus 1.050% of Valuation Rounded up to Next \$1,000
\$450,000 to \$649,999	Actual Inspection Charges Plus 1.075% of Valuation Rounded up to Next \$1,000
\$650,000 to \$849,999	Actual Inspection Charges Plus 1.10% of Valuation Rounded up to Next \$1,000
\$850,000 to \$9,999,999	Actual Inspection Charges Plus 1.25% of Valuation Rounded up to Next \$1,000
Over \$1,000,000	Actual Inspection Charges Plus 1.150% of Valuation Rounded up to Next \$1,000

Residential Building Permits

(All Building Permit Applications Subject to a Plan Review Fee)

Residential New Construction/Remodel	\$1.17 Per Square Foot Plus Inspection Fees (Includes Total Square Footage living, garages, porches, etc.)
Residential Minor Construction Projects	\$0.59 Per Square Foot Plus Inspection Fees (Porch Addition, Patio Covers, garages, non-habitable living space, etc.)
Swimming Pools	\$200 plus Inspection Fees

Plan Review Fees (Fees are not applied toward Building Permits)

Commercial New Construction	2% of Valuation (\$500 minimum) Paid at time of submittal
Residential New Construction	\$125 Paid at Time of Submittal
Other Residential Projects Including Pools	\$75

Development Fees**

Application and Process Fees Only

Plat Fees**

ETJ Preliminary/Final Plat	Same as All City Fees. May also require review by Rockwall County and be subject to County Fees.
Preliminary Plat	\$175 per lot Plus \$10 per acre (Acreage rounded to the next whole number) Plus all Consultant Costs
Final Plat	\$150 per lot Plus \$10 per acre (Acreage rounded to the next whole number) Plus all Consultant Costs
Replat/Amended Plat	\$150 per lot Plus \$10 per acre (Acreage rounded to the next whole number) Plus all Consultant Costs.

Zoning Related Fees**

Zoning Change Request	\$600 Plus \$10 Per Acre Plus all Consultant Costs
Zoning Board of Adjust Request	\$400 Plus All Consultant Costs
Special Use Permit	\$400 Plus all Consultant Costs

**Please consult the City of McLendon-Chisholm Code of Ordinances for subdivision and zoning projects prior to submitting an application. All land use projects begin by contacting City Staff at 972-524-2077.

**The City recognizes that professional guidance is necessary when undertaking any land use project including platting, zoning, or Board of Adjustment applications. Therefore, the City will provide a one-hour or 2 half-hour complementary professional consultations with the City Planner and/or City Engineer for small residential or commercial projects and up to 8 hours for larger subdivision or commercial projects. The complimentary consultations will be arranged by City Staff. Limit of one complementary consultation per property per year.

The applicant must pay the actual fee (very small and simple projects) or deposit the estimated fee with the City prior to the consultants beginning work on an application. Should the actual consultant costs exceed the estimate, the applicant will be required to deposit additional funds with the City before work on a project continues. Unused deposit funds will be refunded to an applicant within 60 days of project end.

**All Consulting Costs include City Planner, City Engineer, Legal Fees and any other outside consultant costs incurred by the City. A request will not be scheduled for an agenda until all outstanding fees are current.

Fire Permit Fees and Misc. Fees

Permits (Construction & Operational)	
Permit Description	Fee
Automatic Fire Extinguishing Systems	
1. New Install	3rd party plan review*
2. Modification to Existing System	
a. Less than 20 heads	No permit needed
b. 20 or more heads, modifications alterations/modifications to the system risers, and/or special applications (i.e. water curtains).	3rd party plan review*
3. Kitchen Hood & Duct	1 st page: \$150, each additional page \$100
4. Special Hazard (clean agent, dry chem, etc.)	3rd party plan review*
Battery System	
New Install & modifications	3rd party plan review*
Outdoor Burn	
1. Commercial/Residential Burn Permit	\$25 review fee per residential burn permit \$150 review fee per commercial burn permit
Carbon Dioxide Systems (beverage dispensing)	
New Install & modifications	3rd party plan review*
Compressed Gases	
New Install & modifications	3rd party plan review*
Cryogenic Fluids	
New Install & modifications	3rd party plan review*
Electronic Access Control Systems	
New Install & modifications	1 st page: \$150, each additional page \$100
Emergency Responder Radio Coverage System	
New Install & modifications	3rd party plan review*
Fire Alarm and Detection Systems and related equipment	
1. New Install	3rd party plan review*

2. Modification to Existing System	
a. Less than 20 devices	1 st page: \$150, each additional page \$100
b. 20 or more devices	3rd party plan review*
c. Panel Replacement	1 st page: \$150, each additional page \$100

d. Minor notification device modifications (such as adding horn/strobe for fire sprinkler monitoring or expanded notification coverage with less than 10 devices added)	No permit needed
---	------------------

Fire Pump and related equipment

New Install & modifications	3rd party plan review*
-----------------------------	------------------------

Fireworks

1. Fireworks/Pyro – Outdoor Shows	\$50

Flammable and Combustible Liquids

New Install & modifications	3rd party plan review*
-----------------------------	------------------------

Gates and Barricades (across fire apparatus access roads)

New Install & modifications	No Fee
-----------------------------	--------

Hazardous Materials

New Install & modifications	3rd party plan review*
-----------------------------	------------------------

High-Piled Storage

New Install & modifications	3rd party plan review*
-----------------------------	------------------------

Industrial Ovens

New Install & modifications	3rd party plan review*
-----------------------------	------------------------

LP-gas

New Install & modifications	No Fee
-----------------------------	--------

Model Rocketry

Per Event	No Fee
-----------	--------

Private Fire Hydrants

New Install & modifications	3rd party plan review*
-----------------------------	------------------------

Smoke Control or Smoke Exhaust Systems

New Install & modifications	3rd party plan review*
-----------------------------	------------------------

Solar Photovoltaic Power Systems	
New Install & modifications	3rd party plan review*
Spraying and Dipping	
New Install & modifications	3rd party plan review*
Standpipe Systems	
New Install & modifications	3rd party plan review*
Tanks	
Underground Tanks	
New Install & modifications	1 st page: \$150, each additional page \$100
Aboveground Tanks	
New Install & modifications	1 st page: \$150, each additional page \$100
Temporary (Construction Site) Tanks	
New Install & modifications	No Fee
Removal of Tank	No Fee
Temporary Membrane Structures and Tents	
New Install & modifications	No Fee
Traffic Calming Devices (Speed Humps)	
New Install & modifications	No Fee
Two-Way Communication System	
New Install & modifications	1 st page: \$150, each additional page \$100
Underground Fire Service Systems	
New Install & modifications	1 st page: \$150, each additional page \$100
Others	
All other Construction or Operational permits not specifically listed above (See IFC 105.6 and 105.7)	No Fee, 1 st page: \$150, each additional page \$100, or 3rd party plan review*, as determination by Fire Code Official

*\$5 Administrative Fee for all permits requiring 3rd Party Plan Review

*Permits requiring 3rd Party Review, if reviewed in house, 1st page: \$150, each additional page \$100

Miscellaneous Fees	
Fee Description	Fee
Inspections	
Home Occupancy Inspection Fee	\$75.00
Outside of Normal Business Hours	\$75.00 per hour (min of 2 hrs.)
Re-inspection fee The re-inspection fee would be assessed after 2 failed inspection to which a permit was issued.	\$75.00
Fire Watch	
1. Per Fire Service Personnel	\$50.00 per hour (min of 2 hrs.)
2. Per Fire Apparatus	\$400.00 per hour

ANIMAL CONTROL FEES

Animal Control is provided by All American Dogs

Non-Emergency Service Calls	\$225 per call
Animal Impoundment Fee	\$75 for each impoundment
Boarding Fee	\$15 per day or portion thereof
Flea Treatment (if needed)	\$15 per dose

All American Dogs has been authorized to provide its complete line of Animal Related Services to the residents of McLendon-Chisholm as individual clients and shall be billed directly to the resident. Such services include, but are not limited to:

- Emergency Animal Ambulance Services
- Pet Transportation & Taxi Services
- Lost Pet Recovery Services
- Deceased Pet Removal, Cremation, and Burial Services
- Nuisance Wildlife Rescue & Control
- Pet Insurance Program
- Escape Prevent

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS, DIRECTING THE CITY ADMINISTRATOR TO FILE A COMPLAINT WITH THE PUBLIC UTILITY COMMISSION FOR VARIOUS REPREHENSIBLE ACTIONS BY RCH WATER SUPPLY CAUSING A DANGER TO THE HEALTH, SAFETY AND WELFARE OF CITIZENS OF MCLENDON-CHISHOLM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has received a great number of complaints from its citizens against the City's supplier of water, RCH Water Supply; and

WHEREAS, the complaints range from denying service to new customers unless said new customers pay the outstanding balance(s) owed by the previous account holder(s); disconnecting the water service of the residents without prior notice as required by law; disconnecting water service on the basis of issues such as non-payment by other entities who are not account holders of the location where the disconnections occur; and

WHEREAS, the City Councils endorses the idea of the City Administrator who has added to the City website a location and link to file a complaint with the Public Utility Commission; and

WHEREAS, such actions by RCH Water Supply pose a risk of danger to the health, safety and welfare of the City and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MCLENDON-CHISHOLM, TEXAS:

SECTION 1. The City Administrator shall file a complaint with the Public Utility Commission as soon as practicable.

SECTION 2. The Recitals to this Resolution are incorporated herein by reference as if fully recited.

DULY PASSED by the City Council of the City of McLendon-Chisholm, Texas, on the 14th day of September 2021.

ATTEST:

APPROVED:

Rochelle Green, City Secretary

Keith Short, Mayor