

ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

THIS Economic Development Agreement (“Agreement”) is made and entered into by and between the Forney Economic Development Corporation, a Texas non-profit corporation (“FEDC”), and Lovett Industrial LLC, a Texas limited liability company (“Developer”), effective as of the hereinafter defined “Effective Date”.

RECITALS

WHEREAS, the Forney EDC is a Type B economic development corporation, and a Texas non-profit corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the “Act”), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

WHEREAS, Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term “project” to mean “expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements ...”; and

WHEREAS, Section 505.159 of the Texas Local Government Code provides that “[a] Type B corporation shall hold at least one public hearing on a proposed project before spending money to undertake the project”; and

WHEREAS, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless Forney EDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by Forney EDC’s investment; a schedule of capital investments to be made as consideration for any direct incentives provided by Forney EDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

WHEREAS, the Developer has applied to the Forney EDC for financial assistance necessary to for the construction of an industrial, retail, office, or other commercial development to be located on approximately 79 acres located directly east of the intersection of Ridgecrest Road and FM 548 in the City of Forney, Texas, as generally described and or depicted in Exhibit “A” of this Agreement, which is attached hereto and incorporated herein for all purposes (hereinafter referred to as the “Property”); and

WHEREAS, the Developer understands and agrees that: (a) in granting the financial assistance provided pursuant to this Agreement, FEDC is relying upon Developer’s representations, warranties, and agreements, as set forth and provided for in this Agreement, and in the application presented to the FEDC; and

WHEREAS, the FEDC’s Board of Directors have determined the financial assistance provided to Developer pursuant to this Agreement is consistent, and meets the definition of “project” as that term is defined in Sections 501.103 of the Texas Local Government Code, as amended, and meets the definition of “cost” as that term is defined in Section 501.152 of the Texas Local Government Code, as amended; and

WHEREAS, Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Forney, Texas, to approve all programs and expenditures of the FEDC, and accordingly this Agreement is not effective until the City Council has approved this project and expenditure at a City Council meeting called and held for that purpose. The FEDC shall present this Agreement to the City Council of the City of Forney, Texas for formal approval during the next scheduled City Council meeting following the execution of this Agreement.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the FEDC and Developer agree as follows:

1. **Findings Incorporated.** The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

2. **Definitions.** The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word “Act” means Chapter 501 to 505 of the Texas Local Government Code, as amended.

(b) **Affiliate.** “Affiliate” means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question.

(c) **Agreement.** The word “Agreement” means this Economic Incentive and Performance Agreement, together with all exhibits attached hereto from time to time, if any.

(d) **City.** The word “City” means the City of Forney, Texas. For purposes of this Agreement, the City’s address is P.O. Box 826, 101 E. Main Street, Forney, Texas 75126.

(e) **Developer.** The word “Developer” means Lovett Industrial LLC, a Texas limited liability company whose address is 1902 Washington Avenue, Suite A, Houston, Texas 77007, its successors, grantees, transferees (except where otherwise noted herein), and permitted assigns.

(f) **Event of Default.** The phrase “Event of Default” means and includes any of the Events of Default set forth below in Section 6.

(g) FEDC. “FEDC” shall mean the Forney Economic Development Corporation, a Type B economic development corporation, and a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is P.O. Box 826, 101 E. Main Street, Forney, Texas 75126.

(h) Force Majeure. “Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, pandemic or epidemic (including, but not limited to COVID-19 or similar virus) or government shutdown or stay at home/shelter in place order issued in connection therewith, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction, fires, earthquake, tornado, hurricane, explosions, floods, other inclement weather events, strikes, slowdowns or work stoppages.

(i) Infrastructure Improvements. The word “Infrastructure Improvements” means those necessary improvements for the development of the retail and industrial warehouse sites, but shall be limited to roadway improvements, sewer utilities and drainage improvements as listed on Exhibit “B” of this Agreement, which is attached hereto and incorporated herein for all purposes.

(j) Property. The word “Property” means the approximate 79 acres located directly east of the intersection of Ridgecrest Road and FM 548 in the City of Forney, Texas, as generally described and or depicted in Exhibit “A” of this Agreement, which is attached hereto and incorporated herein for all purposes.

(k) Related Documents. The phrase “Related Documents” means all ancillary agreements and all other instruments and documents relating to the subject matter of this Agreement, whether now or hereafter existing, that are executed by both the FEDC and Developer.

3. Term. This Agreement shall be effective as of the later of the date both Developer and FEDC sign this Agreement or on the date Developer closes on the purchase of the Property (such date, the “Effective Date”) and shall continue thereafter until the date that is three and one-half (3½) years following the Effective Date, unless terminated sooner under the provisions hereof. Notwithstanding the preceding, in the event Developer does not close its purchase of the Property by December 31, 2021, this Agreement shall be null and void and neither Party shall have any rights or obligations hereunder.

4. Title to Property Established. Developer represents and warrants that, notwithstanding anything in this Agreement to the contrary, it is currently under contract to purchase the Property (but does not own the Property at the time this Agreement is executed). Notwithstanding anything contained in this Agreement to the contrary, this Agreement, and the parties’ respective rights and obligations hereunder, shall be contingent upon the successful closing by Developer of its purchase of the Property and gaining title thereto. Prior to commencement of any construction of the Infrastructure Improvements on the Property, the Developer shall provide FEDC with evidence of ownership of the Property by a tender of a current title commitment or title report indicating the fee simple owner of the Property. In the event the legal description of the Property is different from the legal description contained in Exhibit “A” such exhibit shall be revised accordingly. The revised Exhibit “A” shall be affixed hereto and a memorandum of this Agreement reasonably

acceptable to Developer and FEDC shall be filed in the Real Property Records of Kaufman County, Texas and shall become a covenant running with the land. Exhibit “A” as modified according to the verified and approved title commitment or title report shall be conclusive of the Property which is used to calculate the Program Grant.

5. Developer’s Construction of the Project.

(a) Obligations of FEDC.

(1) Financial Assistance. Notwithstanding that the Developer’s contracted cost of construction of the Infrastructure Improvements with any contractor may exceed the amount of financial assistance from FEDC, FEDC shall provide a grant to Developer in the amount of One Million Dollars (\$1,000,000.00) (“Program Grant”).

(2) Payment to the Developer for Infrastructure Improvements. Upon completion and inspection by the City of the Infrastructure Improvements as provided for in this Agreement, the Developer may submit a request to FEDC for payment of the Program Grant. The Program Grant shall be paid to Developer within thirty (30) days following the date of verification of completion and inspection by the City of the Infrastructure Improvements. Notwithstanding the payments described above, FEDC shall not be obligated for any amounts in excess of the Program Grant as it relates to the development of the Property.

(b) Obligations of Developer.

(1) The Developer shall design and construct the Infrastructure Improvements in accordance with the City’s land development ordinances and in accordance with the City’s Comprehensive Master Plans including the City of Forney Thoroughfare Plan.

(2) The Developer covenants and agrees through the exercise of commercially reasonable efforts to reserve a portion of land large enough to accommodate a minimum of 20,000 square feet of retail space on the western side of the Property immediately adjacent to FM 548, and to cause the completion of one or more newly constructed structures including 800,000 minimum square feet of space for industrial, retail, office, or other commercial uses. Such development shall be constructed on the Property and made available for occupancy within three (3) years after the Effective Date, such time-period to be extended due to and to the extent of an event of Force Majeure.

(3) The Developer expressly acknowledges that by entering into this Agreement, the Developer, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any Exhibits attached hereto as waiving any of the requirements of the Zoning Ordinance or Subdivision Ordinance applicable to the Project at the time of development.

6. Event of Default. Subject to Section 7, the following shall constitute an Event of Default under this Agreement:

(a) Infrastructure Improvements Made to Property. Failure of the Developer to submit design and construct the Infrastructure Improvements as provided for in this Agreement necessary for the development of the Property.

(b) Retail Site Pad and Industrial Warehouse Building Construction. Failure of the Developer to reserve land large enough to accommodate a minimum of 20,000 square feet of retail space on western side of the Property immediately adjacent to FM 548, and to cause to be constructed one or more structures including an additional 800,000 minimum square feet of space for industrial, retail, office, or other commercial uses within three (3) years after the Effective Date in accordance with Paragraph 5(b)(2) of this Agreement.

(c) Program Grant for Infrastructure Improvements. Failure of the FEDC to pay the sums set forth in Paragraphs 5(a)(1) of this Agreement to the Developer in the amounts and times consistent with this Agreement.

(d) False Statements. Any warranty, representation, or statement made or furnished to one party in writing by or on behalf of the other party under this Agreement or the Related Documents that is false or misleading in any material respect, either now or at the time made or furnished.

(e) Insolvency. Developer's or FEDC's insolvency, appointment of receiver for any part of the Developer's property, any assignment for the benefit of creditors of the Developer or FEDC, any type of creditor workout for the Developer or FEDC, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against the Developer or FEDC.

(f) Other Defaults. Failure of the Developer or FEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents, or failure of the Developer or FEDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement between FEDC and the Developer.

7. **Effect of an Event of Default.** Following an Event of Default, the non-defaulting party shall give written notice to the other party of any Event of Default, and the defaulting party shall have sixty (60) days to cure said Event of Default; provided, however, that if any default by Developer cannot reasonably be cured within such 60-day period, but Developer commences to cure such failure within such 60-day period and thereafter diligently pursues the curing thereof to completion, then Developer shall not be in default under this Agreement. Subject to the immediately preceding sentence, should said Event of Default remain uncured as of the 61st day following the receipt of notice of default and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to exercise the rights and remedies set forth in this Paragraph 7. In the event, Developer defaults and is unable or unwilling to cure said Event of Default within the prescribed time period, Developer shall immediately cease to be entitled to receive the payments set forth herein, until such time as Developer cures such default, if at all, as the sole and exclusive remedy for any default by Developer hereunder. In the event, FEDC defaults and is unable or unwilling to cure said Event of Default within the prescribed time period,

Developer shall have the right to exercise all rights and remedies available at law or in equity, including, but not limited to, the right of specific performance.

8. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement that is legal, valid, and enforceable and is as similar in terms as possible to the provisions found to be illegal, invalid, or unenforceable. In the event this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in its entirety, the parties shall use their best efforts to restructure this Agreement to be enforceable and so as to most closely reflect the intents set forth herein.

9. Indemnification. Developer shall indemnify, save, and hold harmless FEDC, its directors, officers, agents, attorneys, and employees (collectively, the “FEDC Indemnitees”) from and against: (i) any and all third-party claims, demands, actions or causes of action that are asserted against any FEDC Indemnitee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of FEDC’s financial assistance by Developer or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which FEDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of FEDC or Developer to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys’ fees and disbursements) that any FEDC Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Developer shall have no obligation under this Paragraph to FEDC with respect to any of the foregoing arising out of the negligence or misconduct of any FEDC Indemnites or the breach by FEDC of this Agreement. The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. If any claim, demand, action or cause of action is asserted against any FEDC Indemnitee, such FEDC Indemnitee shall promptly notify Developer, but the failure to so promptly notify Developer shall not affect Developer’s obligations under this Paragraph unless such failure materially prejudices Developer’s right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Developer in writing, as long as no Default or Event of Default shall have occurred and be continuing, such FEDC Indemnitee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Developer to participate in such contest. Any FEDC Indemnitee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Developer may be liable for payment of indemnity hereunder shall give Developer written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Developer’s concurrence thereto.

10. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Agreement:

(a) Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kaufman County, Texas. Exclusive venue for any action arising under this Agreement shall lie in the state district courts of Kaufman County, Texas.

(c) Assignment. The obligations of Developer under this Agreement may not be assigned by Developer without the express written consent of FEDC, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Developer may assign this Agreement to an Affiliate of Developer without the consent of FEDC, in which event Developer shall be released from all obligations hereunder if such Affiliate assumes in writing Developer's obligations hereunder. Furthermore, Developer shall have the right to retain or assign the right to receive all or a portion of the payments due to Developer under this Agreement without the consent of FEDC.

(d) Binding Obligation. This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. FEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind FEDC to the same.

(e) Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) Notices. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed to the addresses for the parties as follows:

FEDC:

Executive Director
Forney Economic Development Corporation
P.O. Box 826
Forney, Texas 75126

With a Copy to:

Forney City Attorney
P.O. Box 826
Forney, Texas 75126

DEVELOPER:

Lovett Industrial LLC
Attn: Charles Meyer
1902 Washington Avenue, Suite A
Houston, Texas 77007

With a Copy to:

Lovett Industrial LLC
Attn: Sara Bloom
1902 Washington Avenue, Suite A
Houston, Texas 77007

(h) Survival. All warranties, representations, and covenants made by Developer and the FEDC in this Agreement or in any certificate or other instrument delivered by one party to the other party under this Agreement shall be considered to have been relied upon by the parties hereto and will survive the making of this Agreement, regardless of any investigation made by either party or on either party's behalf.

(i) Time is of the Essence. Time is of the essence in the performance of this Agreement.

(j) Undocumented Workers. The Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120th day after the date Developer is convicted of such violation.


[Signature Page to Follow]

EXECUTED to be effective as of the 29th day of September, 2021.

DEVELOPER

Lovett Industrial, LLC

A Texas limited liability company

By: 
Charles F. Meyer, Jr.

Title: President

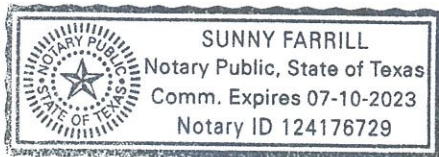
Date executed: September 29, 2021

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared Charles F. Meyer, in his capacity as President of Lovett Industrial, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and averred that he executed the same on behalf of and as the act of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 29th DAY OF SEPTEMBER, 2021.




Notary Public, State of Texas
My commission expires 7-10-23

FEDC

Forney Economic Development Corporation,
A Texas non-profit corporation

By: _____
Joe Dan McBeth, President

Date executed: _____

APPROVED AS TO FORM:

Jon Thatcher, City Attorney

STATE OF TEXAS

COUNTY OF KAUFMAN

This instrument was acknowledged before me on the _____ day of _____, 2021, by Joe Dan McBeth, Board President for the Forney Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2021.

Notary Public, State of Texas
My commission expires _____

EXHIBIT A
The Property

(See attached.)

METES & BOUNDS DESCRIPTION

BEING a 79.8861 acre tract situated in the Absalom Hyer Survey, Abstract No. 203, Kaufman County, Texas, and being all of a called 46.354 acre tract of land described in the Special Warranty Deed to Forney Land Partners, LLC, recorded in Volume 6685, Page 385, Deed Records, Kaufman County, Texas, and being a portion of Lot 2R, Block A, Forney Economic Development Corporation Industrial Park - Phase I, an addition to the City of Forney, Kaufman County, Texas, according to the plat recorded in Cabinet 3, Pages 51 & 52 of the Plat Records of Kaufman County, Texas, and being a portion of a called 10.000 acre tract described in the General Warranty Deed to Steve Silver Company recorded in Volume 2454, Page 185, said Deed Records, and being all of a called 28.9932 acre tract of land described in the Warranty Deed to P&S Holding, Co., LLC, recorded in Instrument No. 2011-0014476, Official Public Records, Kaufman County, Texas, and being more particularly described as follows:

BEGINNING at the north corner of the said called 46.354 acre tract, and being in the southeasterly right-of-way line of F.M. Highway No. 548 (a variable width right-of-way), and being at the westerly corner of said Block A;

THENCE South 45°01'55" East, along the northeast line of the said called 46.354 acre tract and the southwest line of said Block A, a distance of 1655.30 feet to a point for corner, being at an interior corner of said Lot 2R;

THENCE South 45°00'44" East, over and across said Lot 2R, and over and across the said called 10.000 acre tract, a distance of 834.57 feet to a point for corner, being at the easternmost north corner of the said called 28.9932 acre tract, on the southeast line of the said 10.000 acre tract;

THENCE along the northeasterly line of the said called 28.9932 acre tract the following five (5) calls:

South 45°01'44" East, a distance of 328.46 feet to a point for corner;

South 44°55'18" West, a distance of 40.00 feet to a point for corner;

South 45°01'44" East, a distance of 106.73 feet to a point at the beginning of a tangent curve to the left having a central angle of 43°54'26", a radius of 177.77 feet, a chord bearing and distance of South 66°58'58" East, 132.92 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 136.23 feet to a point for corner;

South 1°03'44" West, a distance of 401.82 feet to a point for corner at the southeast corner of the said called 28.9932 acre tract,

THENCE North 88°56'28" West, along the south line of the said called 28.9932 acre tract, a distance of 1362.12 feet to a point for corner, being at the southwest corner of the said called 28.9932 acre tract;

THENCE North 0°41'03" East, along the westerly line of the said called 28.9932 acre tract, a distance of 151.89 feet to a point for corner at an interior corner of the said called 28.9932 acre tract;

(CONTINUED ON SHEET 2)

Kimley»»Horn					
801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102			FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com
<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	CRG	JDW	10/4/2021	069225641	1 OF 4

METES & BOUNDS DESCRIPTION (CONTINUED)

THENCE North 44°43'47" West, continuing along the westerly line of the said called 28.9932 acre tract, a distance of 571.15 feet to a point for corner at the westernmost corner of the said called 28.9932 acre tract and being in the southeast line of the aforementioned called 46.354 acre tract;

THENCE South 44°17'15" West, along the said southeast line, a distance of 268.96 feet to a point for corner at the south corner of the said called 46.354 acre tract;

THENCE North 45°11'57" West, along the southwest line of the said called 46.354 acre tract, a distance of 1141.63 feet to a point for corner, being the southernmost west corner of the said called 46.354 acre tract;

THENCE North 63°40'53" East, along a northwesterly line of the said called 46.354 acre tract, a distance of 485.88 feet to a point for corner, being an interior corner of the said called 46.354 acre tract;

THENCE North 45°11'48" West, along the southwest line of the said called 46.354 acre tract a distance of 671.34 feet to a point for corner, being at the northernmost west corner of the said called 46.354 acre tract, and being in the southeasterly right-of-way line of F.M. Highway No. 548;

THENCE along the northwest line of said called 46.354 acre tract and the southeasterly right-of-way line of said F.M. Highway No. 548, the following four (4) calls:

- North 44°49'28" East, a distance of 94.83 feet to a point for corner;
- North 44°50'03" East, a distance of 141.64 feet to a point for corner;
- North 45°10'32" West, a distance of 10.18 feet to a point for corner;
- North 44°38'43" East, a distance of 690.60 feet to the **POINT OF BEGINNING** and containing 3,479,841 square feet or 79.8861 acres of land, more or less.

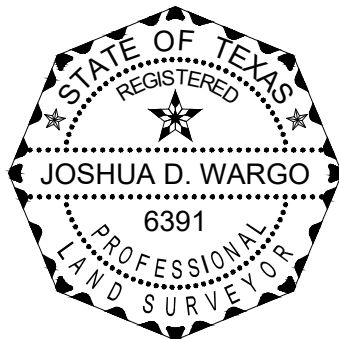
Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202).

A survey plat of even survey date herewith accompanies this metes and bounds description.

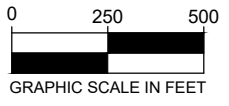
This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Joshua D. Wargo

 JOSHUA D. WARGO
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6391
 801 CHERRY STREET
 UNIT 11 SUITE 1300
 FORT WORTH, TEXAS 76102
 PH. 817-335-6511
 josh.wargo@kimley-horn.com



Kimley»»Horn		801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102		FIRM # 10194040		Tel. No. (817) 335-6511 www.kimley-horn.com	
		<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
N/A	CRG	JDW	10/4/2021	069225641	2 OF 4		



P.O.B.

F.M. 548

2

1

3

4

5

6

8

7

79.8861 ACRES
3,479,841 SQ. FT.

L12
L11
L10

L13

S45°01'55"E 1655.30'

L9

L8

N45°11'57"W 1141.63'

L7

L6

S45°00'44"E 834.57'

L1

L2
L3
C1

L4

N88°56'28"W 1362.12'

LEGEND

P.O.B. = POINT OF BEGINNING

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone (4202). A metes and bounds description of even survey date herewith accompanies this survey plat.

Joshua D. Wargo
JOSHUA D. WARGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6391
801 CHERRY STREET
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
josh.wargo@kimley-horn.com



Kimley»Horn

801 Cherry Street, Unit 11, # 1300 Fort Worth, Texas 76102 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 500'	CRG	JDW	10/4/2021	069225641	3 OF 4

EXHIBIT B
Infrastructure Improvements

Roadway improvements will include approximately 5,000 linear feet for the extension of Ridge Crest Road. The roadway section would be a 4-lane divided road, 6' sidewalks on each end and curb/gutter storm sewer.

Sanitary sewer reroute improvements will include relocation of approximately 2,000 LF of 12" sanitary sewer that currently bisects the site. The 12" sanitary sewer will be replaced with approximately 2,500 LF of 18" sanitary sewer that generally follows the alignment of the existing creek.