CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 6, 2026
5:00 PM

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER PAMELA L. HOWETH

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 15, 2026.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Special Presentations

D.1. SPECIAL PRESENTATION

Recognition of Service to the Civil Service Commission - Keith Carlise

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6946

Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 1(General Provision), Article 1.08 (Cemeteries), Section 1.08.074 (Sale Price Of Grave Space And Lots) And Section 1.08.075 (Fees For Cemetery Services); Modifying Certain Fees For Cemetery Services; Providing A Penalty Clause With A Maximum Fine Of $500, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6947

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone Four Tracts Of Land, Consisting Of 173.083± Acres In The Aggregate, Situated In The W.M. Milligan Survey, Abstract No. 575, The D.C. Shelp Survey, Abstract No. 1097, The D. Harrison Survey, Abstract No. 587, And The S. Inman Survey, Abstract No. 621, City Of Sherman, Grayson County, Texas, Located In The 2801 Block Of Blue Flame Road And The 2900 Block Of FM 691, Heretofore Zoned C-1 (Retail Business) District, R-4 (Single Family Residential) District R-5 (Single Family Residential) District, And R-6 (Single Family Residential) District Within The F.M. Highway 691 Overlay District; Rezoning And Placing The Tracts In The PD (Planned

Development) Of Joiner Ranch With Base Zoning Districts Of C-1 (Retail Business) District, MF-30 (Multifamily Residential) District, R-TH (Townhome) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District, R-6 (Single Family Residential) District Within The F.M. Highway 691 Overlay District; Chad Mcduffie, ORL II, LLC And Joseph Joiner (Owner), D2 Sommerville, LLC (Representative) And Underwood Drafting And Surveying (Surveyor); Providing For A Penalty Not To Exceed $2,000.00

E.3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6948**

Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 183.681 acres of Land Located Generally Located East Of US 75 And South Of Tate Circle Adjacent to the Sherman City Limits And In The City Of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and the Code of Ordinances of the City of Sherman, Texas, Chapter 14 (Zoning Ordinance); Providing a Savings/Repealing Clause, Severability Clause and an Effective Date

E.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6949**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 183.681± Acres, Situated In The Benjamin Lindsey Survey, Abstract No. 733, And The Henry Tucker Survey, Abstract No. 1217, City Of Sherman, Grayson County, Texas, Generally Located In The 1501 Block Of Tate Circle, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The PD (Planned Development) Of Sherman Lakes With Base Zoning Districts Of R-TH (Townhome) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District And R-6 (Single Family Residential) District; Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Close Public Hearing and Consider Adoption of Ordinances

F.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances No. 6946, 6947, 6948 and 6949

Resolutions

G.1. **RESOLUTION NO. 7653**

Authorizing Execution of a Development Agreement Between the City of Sherman and Sherman Lakes Development for development of a single-family planned development consisting of 183 acres generally located south of Tate Circle / Shepherd Dr. and east of US 75.

G.2. **RESOLUTION NO. 7654**

Authorizing Execution of a Development Agreement Between the City of Sherman and Joiner Ranch LLC for a Planned Development of approximately 173.157 acres generally located south of Fm 691, north of Blue Flame Rd and east of US 75.

G.3. **RESOLUTION NO. 7655**

Authorizing Execution Of An Agreement Between The City Of Sherman, Texas And Hawk Builders For The City Of Sherman Downtown Lighting.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

G.4. **** RESOLUTION NO. 7656***

Authorizing Execution Of An Agreement Between Grayson County, Texas And The City Of Sherman, Texas To Exchange Maintenance Responsibilities For Certain Roads.

G.5. **** RESOLUTION NO. 7657***

Authorizing Execution Of A License Agreement Between Garney Companies, Inc. And The City Of Sherman, Texas To Exchange A Provided Space For Garney At The Wastewater Plant To Utilize As A Lay-Down Yard. In Return, Garney Will Provide A 5000 Sq Ft Metal Building, Security Fence, Etc. To Be Utilized As A New Police Impound Lot.

G.6. **** RESOLUTION NO. 7658***

Renaming Madison Court to Avery Court

Other Business

H.1. **OTHER BUSINESS**

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00p.m. on Tuesday, September 15, 2026, to Review and Approve SEDCO's Annual Budget and Work Plan

COUNCIL COMMENTS

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

J.1. **TEX. GOV'T CODE § 551.071**

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

J.2. **TEX. GOV.'T CODE § 551.072**

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.3. **TEX. GOV'T CODE § 551.073**

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

J.4. **TEX. GOV'T CODE § 551.074**

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

a) Civil Service Commission (1)
b) Keep Sherman Beautiful Commission (3)
c) West Hill Cemetery Board (5)
d)

J.5. **TEX. GOV'T CODE § 551.076**

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

J.6. **TEX. GOV'T CODE § 551.087**

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

J.7. **TEX. GOV'T CODE § 551.089**

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

Adjournment

Tax Payer Impact Statement

M.1. **FY 2026 TAX PAYER IMPACT STATEMENT**

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	FY2026 (Upcoming Fiscal Year	FY2026 No-New Revenue
Total tax rate (per $100 of value	$0.508000/$100	$0.619404/$100
Median homestead taxable value	$231,004	$251,138
Tax on median-valued homestead	$1,174	$1,556

COUNCIL CALENDAR

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on Monday, June 29, 2026 at or before 11:59p.m., and said time of posting was three business days before said meeting was convened or called to order.

Dated this 29th day of June 2026. City of Sherman, Texas



_____

Teri Fine, City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time. All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

The City Attorney has approved the Executive Session items on this agenda

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT THE CLERKS OFFICE AT (903) 892-7206, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor	Deputy Mayor	Council Members	
Shawn C. Teamann	Henry Marroquin	Henry Marroquin, Council-At-Large, PL #1	Josh Stevenson, Council – District #2
		Juston Dobbs, Council-At-Large, PL #2	Pamela L. Howeth, Council – District #3
		Clay Barnett, Council – District #1	Daron Holland, Council – District #4

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

People - Quality - Image

ACTION MINUTES

The City Council of the City of Sherman held a regular meeting on Monday, June 15, 2026 at 5:00 P.M. in the Council Chambers at 220 W. Mulberry Street to consider the following:

The City Council meetings are Video and Audio recorded and can be viewed at: https://www.ci.sherman.tx.us/701/Agendas-and-Minutes

A.1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN

Bookmarked at 00:10:36

Mayor Teamann called the meeting to order at 5:01pm

Council Members Present:
Mayor Shawn Teamann
Deputy Mayor Henry Marroquin
Council Member Josh Stevenson
Council Member Pam Howeth
Council Member Daron Holland
Council Member Juston Dobbs

Council Members Absent:
Council Member Clay Barnett

A.2. PLEDGE OF ALLEGIANCE AND INVOCATION LED BY COUNCIL MEMBER JOSH STEVENSON

Bookmarked at 00:10:45

A.3. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF JUNE 1, 2026.

Bookmarked at 00:11:44

The City Council reviewed the minutes of the Regular City Council Meeting of June 1, 2026. Motion by Council Member Holland to approve the Minutes. Second by Council Member Howeth. All present voted AYE.

Citizen Comments

B.1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment only on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Bookmarked at 00:11:44

E. 5. ORDINANCE NO. 6944

Jeff Wilson - Bookmarked at 00:34:54

COMMENT FOR ITEM NOT LISTED ON AGENDA

Bookmarked at 00:35:17

Consent Agenda

C.1. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

NO CONSENT AGENDA

Special Presentations

D.1. SPECIAL PRESENTATION

Life Saving Award

Bookmarked at 00:13:04

D.2. SPECIAL PRESENTATION

Recognition of Service to the Sherman Housing Authority - Janet Roy

Bookmarked at 00:20:29

COMMENTS:

Janet Roy – Bookmarked at 00:24:45

Council – Bookmarked at 00:27:11

Public Hearing

E.1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6940

Abandoning One (1) 26-foot Water and Wastewater Easement and a portion of a 140-foot Drainage Easement Located in Lot 1, Block A of Jamestown Square, an Addition to the City of Sherman, Grayson County, Texas, Being More Particularly Described in the Exhibits "A" and “B” Attached Hereto and Made a Part Hereof for all Purposes, which Water and Wastewater Easement and Drainage Easement are Established in Instrument Number 2024-67, Plat Records, Grayson County, Texas

Reading and Introduction – Bookmarked at 00:29:09

Motion and Vote – Bookmarked at 00:43:00

E.2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6941

Amending Sherman’s Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow An Automobile, Motorcycle, Boat Or Trailer Sales, New Or Used On A Tract Of Land Zoned C-2 (General Commercial) District/Sam Rayburn Overlay District, Located At 1001 South Sam Rayburn Freeway, Consisting Of 0.3511 Acres Being Lots 7, 8 And 9 Of The Exsteins Brennan Addition, City Of Sherman, Grayson County, Texas, Ferrell Carroll (Owner); Shane Carroll (Applicant); And Copley Land Surveying (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00;

Reading and Introduction – Bookmarked at 00:30:57

Motion and Vote – Bookmarked at 00:43:00

E.3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6942

Amending Sherman’s Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Contractors Or Construction Offices, Equipment Sales, Service, Rental And Repair, With Outdoor Storage, On A Tract Of Land Zoned C-2 (General Commercial) District Located At 1916 Gallagher Drive, Consisting Of 3.996 Acres, Being Block 18 And A Part Of Block 17, Lots 20-27 Of Block 11 And Blocks 12, 13, 14, 15, 16, Town North Addition, In The Rueben Hendrix Survey, Abstract No. 504 City Of Sherman, Grayson County, Texas, Brody Starks (Owner); Shierly Ucol (Applicant); And Winkelman & Associates, Inc (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed

$2,000.00; Finding And Determining That The Meeting At Which This Ordinance Is Passed Was Noticed And Is Open To The Public As Required By Law

Reading and Introduction – Bookmarked at 00:31:40

Council Discussion – Bookmarked at 00:36:05

Motion and Vote – Bookmarked at 00:42:13

E.4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6943**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 14.384 Acres Being In The J.B. McAnair Survey, Abstract No. 763, City Of Sherman, Grayson County, Texas, Located In The 300-1200 Blocks West Highway 82, Being Lot 1, Block N of the Hills of Sherman Final Plat, Heretofore Zoned R-6 (Single-Family Residential) District/75 & 82 Overlay District; Rezoning And Placing The Tract In The C-1 (Retail Business) District/75 & 82 Overlay District Zoning Classification, AJH Enterprises LTD (Owner), Bryan Weisgerber (Applicant) And Underwood Drafting & Surveying (Surveyor) Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date

Reading and Introduction – Bookmarked at 00:32:43

Council Discussion – Bookmarked at 00:38:40

Motion and Vote – Bookmarked at 00:44:06

E.5. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6944**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, Repealing Ordinance No. 6842, And Granting A Specific Use Permit To Allow An Automobile, Repair, Body Work, Or Painting On A Tract Of Land Zoned C-2 (General Commercial) District Located At 1410 West Houston Street, Being Lot 1, Block 3 Of The Elliott's Gray's Addition, City Of Sherman, Grayson County, Texas Laurel Acres (Owner); Gustavo Cardona De Liva (Applicant); And Jerry P. Montgomery (Surveyor); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00

Reading and Introduction – Bookmarked at 00:33:35

Citizen Comment: Jeff Wilson – Bookmarked at 00:34:54

Council Discussion – Bookmarked at 00:40:01

Motion and Vote – Bookmarked at 00:43:50

E.6. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6945**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14 And Granting A Specific Use Permit To Allow Tattoo Studio, On A Tract Of Land Zoned C-2 (General Commercial) District/Central Business District Overlay/Downtown Subdistrict Located At 121 East Wall Street, Consisting Of 0.458 Acres, Being Part Of Block D, T.J. Shannon's Supplement, In The J.B. McAnair Survey, Abstract No. 763 City Of Sherman, Grayson County, Texas, RLMG 401K Trust (Owner); And John Stone (Applicant); Prescribing Conditions To The Specific Use Permit; Providing A Penalty Not To Exceed $2,000.00

Reading and Introduction – Bookmarked at 00:34:14

Motion and Vote – Bookmarked at 00:43:23

Close Public Hearing and Consider Adoption of Ordinances

F.1. **CLOSE PUBLIC HEARING**

Consider Adoption of Ordinances 6940, 6941, 6942, 6943, 6944 & 6945.

Bookmarked at 00:35:58

Citizen Comments: ***Jeff Wilson - Bookmarked at 00:34:54***

Citizen Comments: ***Bookmarked at 00:35:17***

E. 1. ORDINANCE NO. 6940

Reading and Introduction – Bookmarked at 00:29:09

Motion and Vote – Bookmarked at 00:43:00

Council Member Dobbs made a motion to approve Ordinance Nos. 6940 and 6941. Second made by Council Member Stevenson.

VOTING AYE: MARROQUIN, HOWETH, HOLLAND, STEVENSON, AND DOBBS

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

E. 2. ORDINANCE NO. 6941

Reading and Introduction – Bookmarked at 00:30:57

Motion and Vote – Bookmarked at 00:43:00

Council Member Dobbs made a motion to approve Ordinance Nos. 6940 and 6941. Second made by Council Member Stevenson.

VOTING AYE: MARROQUIN, HOWETH, HOLLAND, STEVENSON, AND DOBBS

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

E. 3. ORDINANCE NO. 6942

Reading and Introduction – Bookmarked at 00:31:40

Council Discussion – Bookmarked at 00:36:05

Motion and Vote – Bookmarked at 00:42:13

Council Member Stevenson made a motion to approve Ordinance No 6942 with a one-year limit on the SUP. Second made by Council Member Dobbs.

VOTING AYE: MARROQUIN, HOWETH, HOLLAND, STEVENSON, AND DOBBS

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

E. 4. ORDINANCE NO. 6943

Reading and Introduction – Bookmarked at 00:32:43

Council Discussion – Bookmarked at 00:38:40

Motion and Vote – Bookmarked at 00:44:06

Council Member Stevenson made a motion to approve Ordinance No 6943 with a one-year limit on the SUP. Second made by Council Member Howeth.

VOTING AYE: MARROQUIN, HOWETH, HOLLAND, STEVENSON, AND DOBBS

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

E. 5. ORDINANCE NO. 6944

Reading and Introduction – Bookmarked at 00:33:35

Citizen Comment: Jeff Wilson – Bookmarked at 00:34:54

Council Discussion – Bookmarked at 00:40:01

Motion and Vote – Bookmarked at 00:43:50

Council Member Holland made a motion to approve Ordinance No 6944 with a one-year limit on the SUP. Second made by Deputy Mayor Marroquin.

VOTING AYE: MARROQUIN, HOWETH, HOLLAND, AND DOBBS

VOTING NAY: STEVENSON

Mayor Teamann did not vote

MOTION CARRIED.

E. 6. ORDINANCE NO. 6945

Reading and Introduction – Bookmarked at 00:34:14

Motion and Vote – Bookmarked at 00:43:23

Council Member Stevenson made a motion to approve Ordinance No 6945. Second made by Council Member Dobbs.

VOTING AYE: MARROQUIN, HOWETH, HOLLAND, STEVENSON, AND DOBBS

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

Resolutions

G.1. RESOLUTION NO. 7651

Authorizing Execution of a Construction Agreement with Whirlix Design, Inc. for the Construction of Hawn Park Futsal Courts, Shading and Parking Lot under TIPS Purchasing Cooperative.

Bookmarked at 00:49:25

Council Member Stevenson made a motion to approve Resolution Nos. 7651 and 7652. Second made by Council Member Holland.

VOTING AYE: TEAMANN, MARROQUIN, HOWETH, HOLLAND, STEVENSON, AND DOBBS.

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

G.2. RESOLUTION NO. 7652

Authorizing the Execution of an Agreement for the Purchase and Installation of Old Settlers Park Playground, Shading and Safety Surfacing from We Build Fun, Inc. based on an invitation to bid through the Community Development Block Grant Program.

Bookmarked at 00:49:25

Council Member Stevenson made a motion to approve Resolution Nos. 7651 and 7652. Second made by Council Member Holland.

VOTING AYE: TEAMANN, MARROQUIN, HOWETH, HOLLAND, STEVENSON, AND DOBBS.

VOTING NAY: NONE.

Mayor Teamann did not vote

MOTION CARRIED.

COUNCIL COMMENTS

Bookmarked at 00:56:21

EXECUTIVE SESSION

In accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may hold an Executive Session if the discussion of any of the items identified in this agenda, or any of the items identified below, concern one or more of the following:

I.1. TEX. GOV'T CODE § 551.071

Seeking the advice of its attorney about pending or contemplated litigation, settlement offers or any matter in which the duty of the attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.

I.2. TEX. GOV.'T CODE § 551.072

Deliberating the purchase, exchange, lease or value of real property if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

I.3. TEX. GOV'T CODE § 551.073

Deliberating a negotiated contract for a prospective gift or donation to the City if deliberation in an Open Meeting would have a detrimental effect on the position of the City in negotiations with a third person.

I.4. TEX. GOV'T CODE § 551.074

Deliberating the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing

I.5. TEX. GOV'T CODE § 551.076

Deliberating the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

I.6. TEX. GOV'T CODE § 551.087

Discussing or deliberating commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay or expand in or near the City and with which the City is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect.

I.7. TEX. GOV'T CODE § 551.089

Deliberating security assessments or deployments relating to information resources technology, network security information, or the deployment or specific occasions for implementation of security personnel, critical infrastructure or security devices.

The Council reconvenes into General Session

Adjournment

Bookmarked at 01:04:05

Mayor Teamann adjourned the meeting at 5:55pm.

Tax Payer Impact Statement

L.1. **FY 2026 TAX PAYER IMPACT STATEMENT**

HB 1522, effective as of September 1, 2025, requires that a notice of a meeting discussing or adopting a budget must include a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted.

Taxpayer Impact Statement	**FY2026 (Upcoming) Fiscal Year**	**FY2026 No-New Revenue**
Total tax rate (per $100 of value	$0.508000/$100	$0.619404/$100
Median homestead taxable value	$231,004	$251,138
Tax on median-valued homestead	$1,174	$1,556

COUNCIL CALENDAR

M.1. 2026 Council Calendar

MAYOR

CITY CLERK OR DESIGNEE

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. D.1.

Meeting Date: 7/6/2026

Prepared By: Cathy Perkins, Human Resources Director

Approved By:

Caption:
Special Presentation
Recognition of Service to the Civil Service Commission - Keith Carlise

Issue:
Recognition of Keith Carlise of the Civil Service Commission

Background:
Keith Carlise served the Civil Service Commission from 2011 to 2026.

Capital Improvement Program:
NA

Origination:
Human Resources Director Cathy Perkins

Financial Consideration:
NA

Staff Recommendation:
NA

Alternatives:
NA

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.1.

Meeting Date: 7/6/2026

Prepared By: Sean Hemperley, Grounds & Cemetery Maintenance Supt.

Approved By: Zachary Flores, City Manager

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6946
Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 1(General Provision), Article 1.08 (Cemeteries), Section 1.08.074 (Sale Price Of Grave Space And Lots) And Section 1.08.075 (Fees For Cemetery Services); Modifying Certain Fees For Cemetery Services; Providing A Penalty Clause With A Maximum Fine Of $500, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

Issue:
The current cemetery fee schedule no longer reflects the City's cost of providing cemetery services. The proposed ordinance updates grave space and service fees, adds fees for new columbarium services, and helps support the ongoing operation and maintenance of the cemetery.

Background:

West Hill Cemetery has served the Sherman community for generations and remains an important municipal asset, providing burial, interment, and memorial services for residents and their families. The cemetery requires ongoing maintenance, infrastructure upkeep, administrative support, and operational services to ensure that grounds and facilities are maintained in a respectful and dignified manner. The City's current cemetery fee schedule has not been comprehensively reviewed since 2013**.** During that time, the costs associated with labor, equipment, materials, maintenance, and contracted services have increased. As a result, several cemetery fees no longer reflect the actual costs incurred by the City to provide these services.

Staff conducted a review of existing grave space pricing and cemetery service fees and determined that adjustments are necessary to better align revenues with current operational and maintenance expenses. The proposed ordinance updates pricing for grave spaces, opening and closing services, and other cemetery-related services. In addition, the ordinance establishes fees for columbarium interments associated with the City's new columbarium facility, providing additional memorialization options for residents and their families.

The proposed fee adjustments will help ensure that West Hill Cemetery remains financially sustainable while continuing to provide high-quality services and maintain the cemetery as a respectful and well-maintained final resting place for members of the Sherman community. Veteran burial spaces will continue to be provided at no cost to eligible Grayson County residents, consistent with current City policy.

Current Proposed

Grave Spaces	**Current**	**Proposed**

Full Premium	$1,600	$1,700
Full regular	$1,100	$1,200
Half Space	$600	$700
Baby Land (24x24)	$200	$300
Columbarium (New)		$ 700

Veteran spaces are free for Grayson County Residents; a space may be reserved for a surviving spouse and will be charged full price at the time of need.

Opening and Closing	**Current** Weekday/Saturday	**Proposed** Weekday/Saturday
Full Space	$900/$1000	$1000/$1200
Half Space	$800/$900	$900/$1100
Babyland	$150/$200	$400/$600
Cremains	$325/$375	$400/$600
Mausoleum Crypt*	$200/250	$500/$700 (includes chairs inside)
Coumbarium (New)		$100/$300

Other Charges	**Current** Weekday/Saturday	**Proposed** Weekday/Saturday
Tent & Chairs	$200/$250	$400/$600
Disinter*	$800	$1500
Reinter*	$500	$1000
Deed transfers*	$40	$40
After hours**	60/$100	$200/$400

*M-F ONLY

**Service cut off time is one hour prior to posted cemetery hours. Services arriving later than their scheduled time will still be held to the original agreed upon window. Services that remain on-site beyond their window or past service cut-off time will incur the after hours fee, billed to the funeral home.

Capital Improvement Program:

Origination:
Cemetery Services

Financial Consideration:

The proposed fee adjustments are intended to promote fiscal responsibility by ensuring cemetery fees more

accurately reflect the cost of providing cemetery operations, maintenance, and interment services.

Staff Recommendation:
Staff recommends approval of the ordinance updating cemetery grave space prices and service fees to better align with current operational and maintenance costs, establish fees for new columbarium services, and support the long-term sustainability of cemetery operations.

Alternatives:

Direct staff to revise the proposed fee schedule and return with additional information for Council consideration.

Attachments:
1. Ordinance No. 6946

ORDINANCE NO. 6946

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 1 (GENERAL PROVISION), ARTICLE 1.08 (CEMETERIES), SECTION 1.08.074 (SALE PRICE OF GRAVES SPACE AND LOTS) AND SECTION 1.08.075 (FEES FOR CEMETERY SERVICES); MODIFYING CERTAIN FEES FOR CEMETERY SERVICES; PROVIDING A PENALTY CLAUSE WITH A MAXIMUM FINE OF $500, SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the City Council therefore finds that it is necessary and proper for the good government, peace or order of the City to amend Chapter 1 (General Provisions) of the Code of Ordinances of the City of Sherman, Texas ("Code of Ordinances") for the purpose of modifying certain fees for cemetery services.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to the Code of Ordinances, Chapter 1 (General Provision). Chapter 13, Article 13.08, Sections 13.08.005 and 13.08.006 of the Code of Ordinances are amended as follows[1]:

"**Section 1.08.074. Sale price of grave spaces and lots.**

(a) Hereafter, all grave spaces for interment, and regardless of location whether in Memorial Park, West Hill Cemetery, or West Hill Annex, shall be sold for amounts listed below:

(1) Premium spaces in Annex D sections three and four, full space (10' x 40"): ~~$1,500.00~~ *$1,700.00.*

(2) Full spaces (10' x 40"): ~~$1,000.00~~ *$1,200.00*.

(3) Half spaces (5' x 40"): ~~$500.00~~ *$700*.

(4) Babyland (24x24): $300.00

[1] Deletions are evidenced by ~~strikethrough~~; additions are *italicized*.

(5) Veteran spaces are free for Grayson County residents; a space may be reserved for a surviving spouse and will be charged full price at time of need.

(b) All crypts in the mausoleum building will be sold at prices ranging from five hundred fifty dollars ($550.00) to eight hundred dollars ($800.00) per crypt as currently carried on the city's books. Such prices have been predetermined by an examination of the location of all unsold crypts as reflected by the inventory of unsold crypts and their locations on file in the office of West Hill Cemetery.

(c) All niches for the interment of cremated remains, regardless of location within any City-owned columbarium facility, shall be sold for a flat fee of seven hundred dollars ($700.) per niche.

Section 1.08.075. Fees for cemetery services.

(a) The following fees are established for services rendered in the cemetery as follows:

(1) Preparation of grave. Weekdays (except holidays) from ~~8:00~~ *7:00* a.m. to ~~4:00~~ *3:00* p.m.

(A) Opening and closing, full space: ~~$900.00~~ *$1000.00.*

(B) Opening and closing, half space: ~~$800.00~~ *$900.00.*

(C) Opening and closing in mausoleum: ~~$200.00~~ *$500.00 (includes chairs inside)*

(D) *Opening and closing in Babyland: $400.00*

(E) *Opening and closing in Columbarium: $100.00*

(2) Preparation of grave. Saturdays (except holidays) from 8:00 a.m. to 2:00 p.m.

(A) Opening and closing, ~~regular~~ *full* space: ~~$1,000.00~~ *$1,200.00.*

(B) Opening and closing, half space: ~~$900.00~~ *$1,100.00.*

(C) Opening and closing in mausoleum: ~~$250.00~~. *$700.00.*

(D) Opening and closing in Babyland: $600.00

(E) Opening and closing in Columbarium: $300.00

(3) Special services. Weekdays (except holidays) from ~~8:00~~ *7:00* a.m. to ~~4:00~~ *3:00* p.m.

(A) Disinterring only, any space: ~~$800.00~~ *$1,500.00.*

(B) Reinterring only, any space: ~~$500.00~~ *$1,000.00.*

(4) Ashes. Weekdays (except holidays) from 7:00 a.m. to 3:00 p.m.

(A) Opening and closing: ~~$325.00~~ *$400.00.*

(B) Setting up tent, chairs, etc.: ~~$200.00~~ *$400.00*

(5) Ashes. Saturdays (except holidays) from 8:00 a.m. to 2:00 p.m.

(A) Opening and closing,: ~~$375.00.~~ *$600.00.*

(B) Setting up tent, chairs, etc.: ~~$250.00.~~ *$600.00.*

(6) Weekday services from ~~4:00~~ *3:00* p.m. to ~~5:00~~ *4:00* p.m. A charge of ~~sixty dollars ($60.00)~~ *two hundred dollars ($200.00)* will be charged to the BSP whose burial services require city employees to standby beyond 3:00 p.m., not to exceed 4:00 p.m. during weekdays. Such charge will be forwarded to the BSP creating such condition the day following the performance of such service.

(7) Saturday (except holiday) services from 2:00 p.m. to 3:00 p.m. A charge of ~~one hundred dollars ($100.00)~~ *four hundred dollars ($400.00)* will be charged to the BSP whose burial services require city employees to standby beyond 1:00 p.m. during Saturdays (except holidays), not to exceed 2:00 p.m. Such charge will be forwarded to the BSP creating such condition the day following the performance of such service.

(b) Sunday burials.

(1) If a body is not embalmed, or if a body is in a state of decay where it cannot be embalmed and where, in the opinion of duly authorized persons, that such body should be interred immediately, such burial shall be permitted to take place.

(2) If, in the opinion of the health officer or a practicing physician, a person has died of a communicable disease, this body shall be buried immediately.

(3) No Sunday funerals will be permitted in West Hill Cemetery except as outlined in subsections (1) and (2) above.

(c) Cemetery property transfers. A charge of forty dollars ($40.00) shall be assessed for transferring ownership of cemetery property between private individuals."

SECTION 3: Open Meeting. The meeting at which this Ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

SECTION 4: Penalty. Any person, firm, corporation or business entity violating this Ordinance or the Code of Ordinances shall be deemed guilty of a misdemeanor, and on conviction

thereof, shall be fined in an amount not exceeding Five Hundred Dollars ($500.00) or the highest amount allowed under applicable law. A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. Allegation and evidence of a culpable mental state is not required for proof of any offense defined in this Ordinance. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Repealing/Savings. The Code of Ordinances shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 7: Effective Date; Publication. This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this 6th day of July, 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.2.

Meeting Date: 7/6/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6947

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone Four Tracts Of Land, Consisting Of 173.083± Acres In The Aggregate, Situated In The W.M. Milligan Survey, Abstract No. 575, The D.C. Shelp Survey, Abstract No. 1097, The D. Harrison Survey, Abstract No. 587, And The S. Inman Survey, Abstract No. 621, City Of Sherman, Grayson County, Texas, Located In The 2801 Block Of Blue Flame Road And The 2900 Block Of FM 691, Heretofore Zoned C-1 (Retail Business) District, R-4 (Single Family Residential) District R-5 (Single Family Residential) District, And R-6 (Single Family Residential) District Within The F.M. Highway 691 Overlay District; Rezoning And Placing The Tracts In The PD (Planned Development) Of Joiner Ranch With Base Zoning Districts Of C-1 (Retail Business) District, MF-30 (Multifamily Residential) District, R-TH (Townhome) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District, R-6 (Single Family Residential) District Within The F.M. Highway 691 Overlay District; Chad Mcduffie, ORL II, LLC And Joseph Joiner (Owner), D2 Sommerville, LLC (Representative) And Underwood Drafting And Surveying (Surveyor); Providing For A Penalty Not To Exceed $2,000.00

Issue:
Consideration of a Zone Change for 173.083 acres of land located in the 2801 Block Blue Flame Road and 2900 Block FM 691 from C-1 (Retail Business) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District and R-6 (Single Family Residential) District/F.M. Highway 691 Overlay District to a PD (Planned Development) of Joiner Ranch.

Background:
The property is located in the 2801 block of FM 691 and the 2900 block of FM 691. The owner would like a zone change for a Planned Development.

The following has been approved at this location:

- 7/18/2023 - Public Hearing and Zone Change from an R-6 (Single Family Residential) District to an R-5 (Single Family Residential) District. **Ordinance No. 6623**
- 09/19/2023 - Tract 1, consisting of 64.841 acres in the David Harrison Survey, Abstract No. 587, the Williams Milligan Survey, Abstract No. 875 and the Daniel C. Shelp Survey, Abstract No. 1097 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to C-1 (Retail Business) District. **Ordinance No. 6664**
- 09/19/2023 - Tract 2, consisting of 24.000 acres in the David Harrison Survey, Abstract No. 587 - Public Hearing and Zone Change from R-6 (Single Family Residential) District to R-4 (Single Family Residential) District. **Ordinance No. 6665**
- 09/19/2023 - Conceptual Site Plan approval for Retail/Office Development.

- 7/16/2024 - Public Hearing and Zone Change from a C-1 (Retail Business) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District and R-6 (Single Family Residential) District/F.M. Highway 691 Overlay District to a PD (Planned Development) of Joiner Ranch.

Capital Improvement Program:
N/A

Origination:
The request of Chad McDuffie, ORL II, LLC and Joseph Joiner (Owners), D2 Sommerville, LLC (Representative) and Underwood Drafting and Surveying (Surveyor)

Financial Consideration:
None

Staff Recommendation:
At the July 17, 2024, regular meeting, the Planning and Zoning Commission voted 6/0 to recommend to City Council that the Zone Change be approved. **The proposed use is compatible with the City of Sherman Comprehensive Plan.**

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6947
2. EXHIBIT A
3. EXHIBIT B
4. EXHIBIT C
5. Location Map
6. Zoning Map
7. Future Landuse Map

ORDINANCE NO. 6947

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE FOUR TRACTS OF LAND, CONSISTING OF 173.083± ACRES IN THE AGGREGATE, SITUATED IN THE W.M. MILLIGAN SURVEY, ABSTRACT NO. 575, THE D.C. SHELP SURVEY, ABSTRACT NO. 1097, THE D. HARRISON SURVEY, ABSTRACT NO. 587, AND THE S. INMAN SURVEY, ABSTRACT NO. 621, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, LOCATED IN THE 2801 BLOCK OF BLUE FLAME ROAD AND THE 2900 BLOCK OF FM 691, HERETOFORE ZONED C-1 (RETAIL BUSINESS) DISTRICT, R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT, AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT WITHIN THE F.M. HIGHWAY 691 OVERLAY DISTRICT; REZONING AND PLACING THE TRACTS IN THE PD (PLANNED DEVELOPMENT) OF JOINER RANCH WITH BASE ZONING DISTRICTS OF C-1 (RETAIL BUSINESS) DISTRICT, MF-30 (MULTIFAMILY RESIDENTIAL) DISTRICT, R-TH (TOWNHOME) DISTRICT, R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT, R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT, R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT WITHIN THE F.M. HIGHWAY 691 OVERLAY DISTRICT; CHAD MCDUFFIE, ORL II, LLC AND JOSEPH JOINER (OWNER), D2 SOMMERVILLE, LLC (REPRESENTATIVE) AND UNDERWOOD DRAFTING AND SURVEYING (SURVEYOR); PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto (the "Property"), generally located in the 2801 block of Blue Flame Road and the 2900 block of FM 691, and all streets, roads and alleyways contiguous and/or adjacent thereto, is rezoned and placed in the zoning classification of PD (Planned Development) of Joiner Ranch, and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include the Property.

The development plans, standards and uses for the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed and used in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit B – Development Standards, and
- Exhibit C – Zoning Exhibit.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B and Exhibit C and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit B and Exhibit C shall prevail in that order.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 6th day of July 2026.

ADOPTED on this the 6th day of July 2026.

EFFECTIVE DATE on this the 6th day of July 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

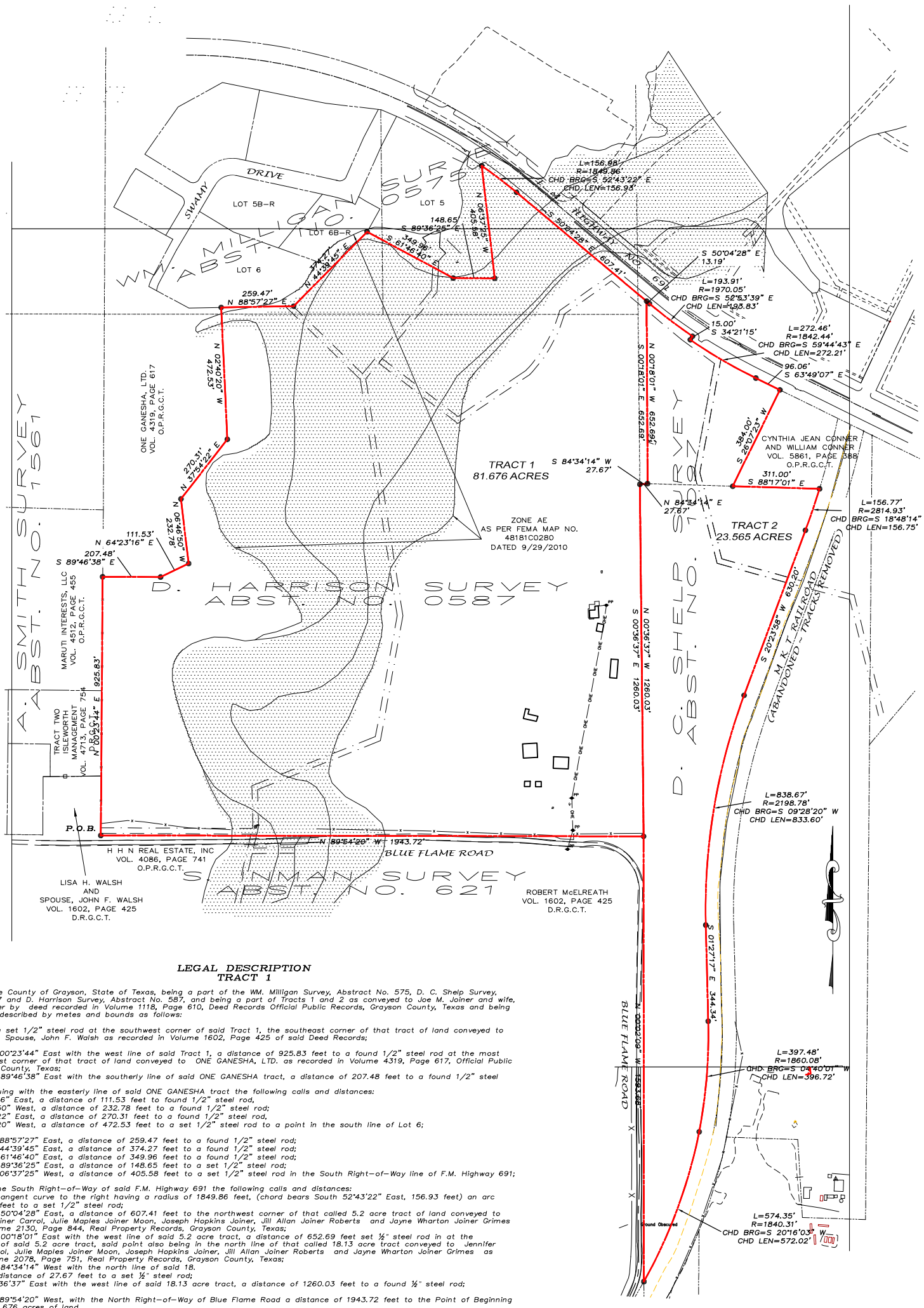
BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A

JOB NO. 19030187
FW: JW – DFT:DWU



LEGAL DESCRIPTION
TRACT 1

Situated in the County of Grayson, State of Texas, being a part of the WM. Milligan Survey, Abstract No. 575, D. C. Shelp Survey, Abstract No. 1097 and D. Harrison Survey, Abstract No. 587, and being a part of Tracts 1 and 2 as conveyed to Joe M. Joiner and wife, Harriet Allan Joiner by deed recorded in Volume 1118, Page 610, Deed Records Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a set 1/2" steel rod at the southwest corner of said Tract 1, the southeast corner of that tract of land conveyed to Lisa H. Walsh and Spouse, John F. Walsh as recorded in Volume 1602, Page 425 of said Deed Records;

Thence North 00°23'44" East with the west line of said Tract 1, a distance of 925.83 feet to a found 1/2" steel rod at the most southerly southwest corner of that tract of land conveyed to ONE GANESHA, LTD. as recorded in Volume 4319, Page 617, Official Public Records, Grayson County, Texas;
Thence South 89°46'38" East with the southerly line of said ONE GANESHA tract, a distance of 207.48 feet to a found 1/2" steel rod;
Thence continuing with the easterly line of said ONE GANESHA tract the following calls and distances:
North 64°23'16" East, a distance of 111.53 feet to found 1/2" steel rod,
North 06°46'50" West, a distance of 232.78 feet to a found 1/2" steel rod;
North 37°54'22" East, a distance of 270.31 feet to a found 1/2" steel rod,
North 02°40'20" West, a distance of 472.53 feet to a set 1/2" steel rod to a point in the south line of Lot 6;

Thence North 88°57'27" East, a distance of 259.47 feet to a found 1/2" steel rod;
Thence North 44°39'45" East, a distance of 374.27 feet to a found 1/2" steel rod;
Thence South 61°46'40" East, a distance of 349.96 feet to a found 1/2" steel rod;
Thence South 89°36'25" East, a distance of 148.65 feet to a set 1/2" steel rod;
Thence North 06°37'25" West, a distance of 405.58 feet to a set 1/2" steel rod in the South Right-of-Way line of F.M. Highway 691;

Thence with the South Right-of-Way of said F.M. Highway 691 the following calls and distances:
With a non-tangent curve to the right having a radius of 1849.86 feet, (chord bears South 52°43'22" East, 156.93 feet) an arc length of 156.98 feet to a set 1/2" steel rod;
Thence South 50°04'28" East, a distance of 607.41 feet to the northwest corner of that called 5.2 acre tract of land conveyed to Jennifer Bridge Joiner Carrol, Julie Maples Joiner Moon, Joseph Hopkins Joiner, Jill Allan Joiner Roberts and Jayne Wharton Joiner Grimes as described Volume 2130, Page 844, Real Property Records, Grayson County, Texas;
Thence South 00°18'01" East with the west line of said 5.2 acre tract, a distance of 652.69 feet set ½" steel rod in at the southwest corner of said 5.2 acre tract, said point also being in the north line of that called 18.13 acre tract conveyed to Jennifer Bridge Joiner Carrol, Julie Maples Joiner Moon, Joseph Hopkins Joiner, Jill Allan Joiner Roberts and Jayne Wharton Joiner Grimes as described in Volume 2078, Page 751, Real Property Records, Grayson County, Texas;
Thence South 84°34'14" West with the north line of said 18.
13 acre tract, a distance of 27.67 feet to a set ½" steel rod;
Thence South 00°36'37" East with the west line of said 18.13 acre tract, a distance of 1260.03 feet to a found ½" steel rod;

Thence North 89°54'20" West, with the North Right-of-Way of Blue Flame Road a distance of 1943.72 feet to the Point of Beginning and containing 81.676 acres of land.

LEGAL DESCRIPTION
TRACT 2

Situated in the County of Grayson, State of Texas, being a part of D. C. Shelp Survey, Abstract No. 1097, and being those tracts conveyed to Jennifer Bridge Joiner Carrol, Julie Maples Joiner Moon, Joseph Hopkins Joiner, Jill Allan Joiner Roberts and Jayne Wharton Joiner Grimes, a called 18.13 acre tract as described in Volume 2078, Page 751 and a called 5.2 acre tract described in Volume 2130, Page 844, Real Property Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a set 1/2" steel rod at the northeast corner of said Tract 5.2 acre tract, the Northwest corner of a 2.0 acre tract of land conveyed to Cynthia Jean Conner and William Conner, Recorded in Volume 5861, Page 388 of said Official Public Records;
Thence South 26°07'23" West, with the west line of said 2.0 acre tract a distance of 384.00 feet to a set 1/2" steel rod;
Thence South 88°17'01" East, with the South line of said 2.0 acre tract a distance of 311.00 feet to a set 1/2" steel rod;
Thence with the West Right-of-Way of the M.K.T Railroad the following calls and distances:
With a non-tangent curve to the right having a radius of 2814.93 feet, (chord bears South 18°48'14" West, 156.75 feet) an arc length of 156.77 feet to a set 1/2" steel rod;
South 20°23'58" West, a distance of 630.20 feet to a set 1/2" steel rod;
With a curve to the left having a radius of 2198.78 feet, (chord bears South 09°28'20" West, 833.60 feet) an arc length of 838.67 feet to a set 1/2" steel rod;
South 01°27'17" East, a distance of 344.34 feet to a set 1/2" steel rod;
With a curve to the right having a radius of 1860.08 feet, (chord bears South 04°40'01" West, 396.72 feet) an arc length of 397.48 feet to a set 1/2" steel rod;
With a non-tangent compound curve to the right having a radius of 1840.31 feet, (chord bears South 20°16'03" West, 572.02 feet) an arc length of 574.35 feet to a set 1/2" steel rod being in the East Right-of-Way of Blue Flame Road;

Thence North 00°02'09" West, with said East Right-of-Way a distance of 1593.68 feet to a found 1/2" steel rod;
Thence North 00°36'37" West, a distance of 1260.03 feet ;
Thence North 84°34'14" East, a distance of 27.67 feet ;
Thence North 00°18'01" West, a distance of 652.69 feet ;
Thence South 50°04'28" East, a distance of 13.19 feet ;
Thence with a curve to the left having a radius of 1970.05 feet, (chord bears South 52°53'39" East, 193.83 feet) an arc length of 193.91 feet;
Thence South 34°21'15" West, a distance of 15.00 feet ;
Thence with a non-tangent curve to the left having a radius of 1842.44 feet, (chord bears South 59°44'43" East, 272.21 feet) an arc length of 272.46 feet;
Thence South 63°49'07" East, a distance of 96.06 feet to the Point of Beginning and containing 23.565 acres of land.

200 0 100 200 400 800

LEGEND

1/2" STEEL ROD SET	BOUNDARY LINE
1/2" STEEL ROD FOUND	PROPERTY LINE
"X" CUT IN CONCRETE	EASEMENT LINE
FOUND P/K NAIL	BUILDING LINE
PP POWER POLE	BARBWIRE FENCE
W WATER METER	CHAINLINK FENCE
G GAS METER	STOCKADE FENCE
T TELEPHONE PEDESTAL	GAS GAS LINE
E ELECTRIC TRANSFORMER	SS SEWER LINE
CO SEWER CLEANOUT	W WATER LINE
AEROBIC SYSTEM	T TELEPHONE LINE
MH SEWER MANHOLE	OHE OVERHEAD ELECTRIC LINE
	UGE UNDERGROUND ELECTRIC LINE
	FIBER OPTIC LINE

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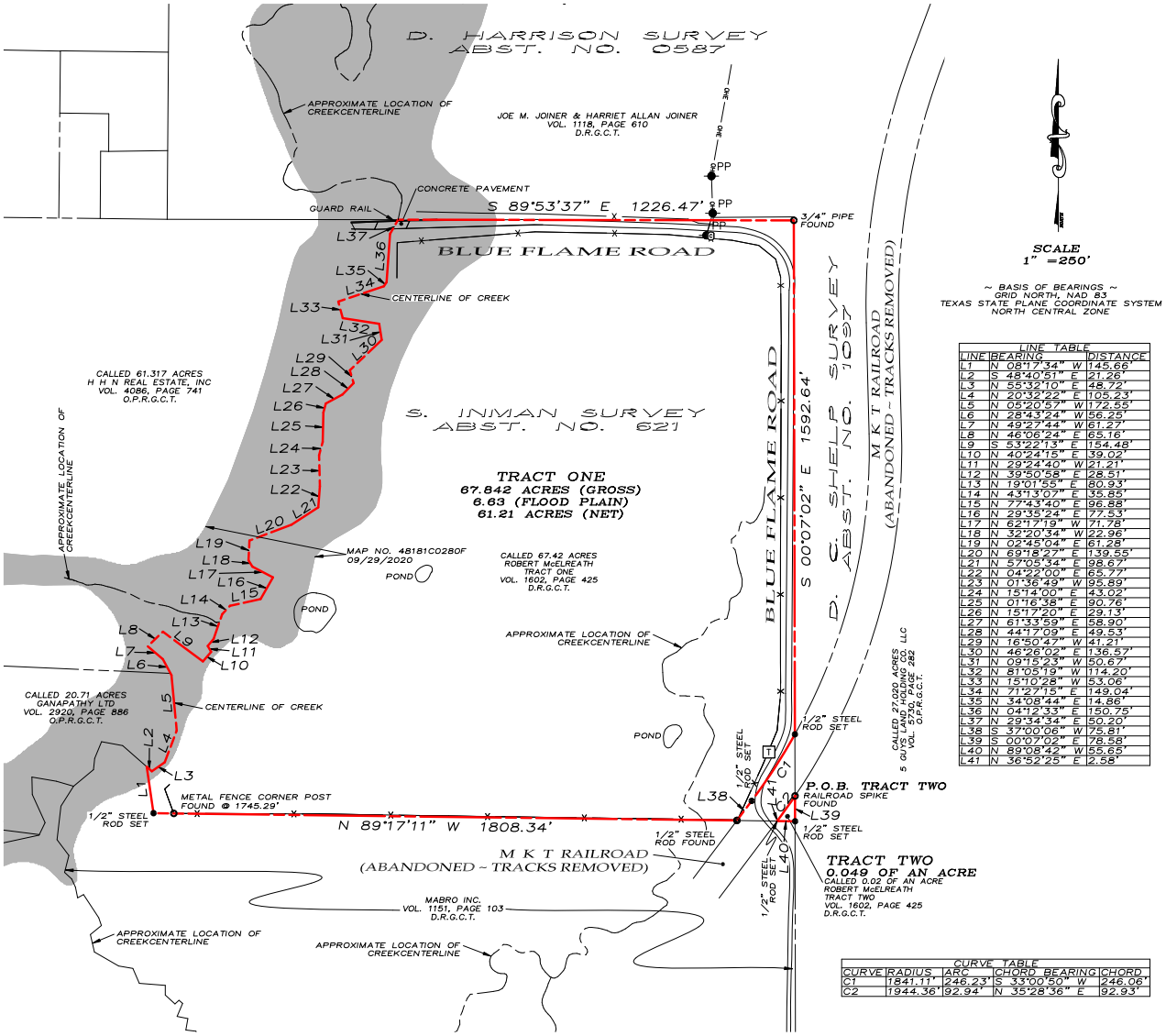
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I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 04/30/19

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 08°17'34" W	145.66'
L2	S 48°40'51" E	21.26'
L3	N 55°32'10" E	48.72'
L4	N 20°32'22" E	105.23'
L5	N 05°20'57" W	172.55'
L6	N 28°43'24" W	56.25'
L7	N 49°27'44" W	61.27'
L8	N 46°06'24" E	65.16'
L9	S 53°22'13" E	154.48'
L10	N 40°24'15" E	39.02'
L11	N 29°24'40" W	21.21'
L12	N 39°50'58" E	28.51'
L13	N 19°01'55" E	80.93'
L14	N 43°13'07" E	35.85'
L15	N 77°43'40" E	96.88'
L16	N 29°35'24" E	77.53'
L17	N 62°17'19" W	71.78'
L18	N 32°20'34" W	22.96'
L19	N 02°45'04" E	61.28'
L20	N 69°18'27" E	139.55'
L21	N 57°05'34" E	98.67'
L22	N 04°22'00" E	65.77'
L23	N 01°36'49" W	95.89'
L24	N 15°14'00" E	43.02'
L25	N 01°16'38" E	90.76'
L26	N 15°17'20" E	29.13'
L27	N 61°33'59" E	58.90'
L28	N 44°17'09" E	49.53'
L29	N 16°50'47" W	41.21'
L30	N 46°26'02" E	136.57'
L31	N 09°15'23" W	50.67'
L32	N 81°05'19" W	114.20'
L33	N 15°10'28" W	53.06'
L34	N 71°27'15" E	149.04'
L35	N 34°08'44" E	14.86'
L36	N 04°12'33" E	150.75'
L37	N 29°34'34" E	50.20'
L38	S 37°00'06" W	75.81'
L39	S 00°07'02" E	78.58'
L40	N 89°08'42" W	55.65'
L41	N 36°52'25" E	2.58'

CURVE TABLE				
CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	1841.11'	246.23'	S 33°00'50" W	246.06'
C2	1944.36'	92.94'	N 35°28'36" E	92.93'

LEGAL DESCRIPTION
TRACT ONE

JOB NO. 21090881
FW: AS – DFT: BNH

Situated in the County of Grayson, State of Texas, being a part of S. Inman Survey, Abstract No. 621 and being a re–tracement survey of a called 67.42 acre tract of land described as Tract One conveyed to Robert McElreath, as recorded in Volume 1602, Page 425, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod found for the southern–most southeast corner of said 67.42 acre tract, and on the northwesterly right–of–way line of an abandoned M.K.T. Railroad, and on the northerly line of a tract of land described in the deed to Mabro Inc. recorded in Volume 1151, Page 103, said Deed Records;

Thence North 89°17'11" West, with the southerly line of said 67.42 acre tract, and with the northerly line of said Mabro Inc. Tract, passing en route at a distance of 1745.29 feet a metal fence corner post found for witness, and continuing on said course a total distance of 1808.34 feet to 1/2" steel rod set for the southwest corner of said 67.42 acre tract;

Thence North 08°17'34" West, with the westerly line of sadi 67.42 acre tract, and with an easterly line of said Marbro Inc. Tract, a distance of 145.66 feet to a point, said point falls in the center of a creek;

Thence in a northeasterly direction, with the westerly line of said 67.42 acre tract, and going down said creek, the following thirty–six (36) courses:

1. South 48°40'51" East a distance of 21.26 feet to a point for corner;
2. North 55°32'10" East a distance of 48.72 feet to a point for corner;
3. North 20°32'22" East a distance of 105.23 feet to a point for corner;
4. North 05°20'57" West a distance of 172.55 feet to a point for corner;
5. North 28°43'24" West a distance of 56.25 feet to a point for corner;
6. North 49°27'44" West a distance of 61.27 feet to a point for corner;
7. North 46°06'24" East a distance of 65.16 feet to a point for corner;
8. South 53°22'13" East a distance of 154.48 feet to a point for corner;
9. North 40°24'15" East a distance of 39.02 feet to a point for corner;
10. North 29°24'40" West a distance of 21.21 feet to a point for corner;
11. North 39°50'58" East a distance of 28.51 feet to a point for corner;
12. North 19°01'55" East a distance of 80.93 feet to a point for corner;
13. North 43°13'07" East a distance of 35.85 feet to a point for corner;
14. North 77°43'40" East a distance of 96.88 feet to a point for corner;
15. North 29°35'24" East a distance of 77.53 feet to a point for corner;
16. North 62°17'19" West a distance of 71.78 feet to a point for corner;
17. North 32°20'34" West a distance of 22.96 feet to a point for corner;
18. North 02°45'04" East a distance of 61.28 feet to a point for corner;
19. North 69°18'27" East a distance of 139.55 feet to a point for corner;
20. North 57°05'34" East a distance of 98.67 feet to a point for corner;
21. North 04°22'00" East a distance of 65.77 feet to a point for corner;
22. North 01°36'49" West a distance of 95.89 feet to a point for corner;
23. North 15°14'00" East a distance of 43.02 feet to a point for corner;
24. North 01°16'38" East a distance of 90.76 feet to a point for corner;
25. North 15°17'20" East a distance of 29.13 feet to a point for corner;
26. North 61°33'59" East a distance of 58.90 feet to a point for corner;
27. North 44°17'09" East a distance of 49.53 feet to a point for corner;
28. North 16°50'47" West a distance of 41.21 feet to a point for corner;
29. North 46°26'02" East a distance of 136.57 feet to a point for corner;
30. North 09°15'23" West a distance of 50.67 feet to a point for corner;
31. North 81°05'19" West a distance of 114.20 feet to a point for corner;
32. North 15°10'28" West a distance of 53.06 feet to a point for corner;
33. North 71°27'15" East a distance of 149.04 feet to a point for corner;
34. North 34°08'44" East a distance of 14.86 feet to a point for corner;
35. North 04°12'33" East a distance of 150.75 feet to a point for corner;
36. North 29°34'34" East a distance of 50.20 feet to the northwest corner of said 67.42 acre tract, and on the northerly side of Blue Flame Road;

Thence South 89°53'37" East, with the northerly line of said 67.42 acre tract, and on the northerly side of said Blue Flame Road, a distance of 1226.47 feet to a 3/4" pipe found for the northeast corner of said 67.42 acre tract, said point falls at the intersection of said Blue Flame Road;

Thence South 00°07'02" East, with the easterly line of said 67.42 acre tract, and on the easterly side of said Blue Flame Road a distance of 1592.64 feet to a 1/2" steel rod set for the eastern–most southeast corner, and on the northwesterly right–of–way line of said abandoned M.K.T. Railroad;

Thence with the southeasterly line of said 67.42 acre tract, and with the northwesterly right–of–way line of aforesaid M.K.T. Railroad, and with a curve to the right having a radius of 1841.23 feet, (chord bears South 33°00'50" West, with a chord length of 246.06 feet) an arc length of 246.25 feet to a 1/2" steel rod set;

Thence South 37°00'06" West, continuing with the southeasterly line of said 67.42 acre tract, and with the northwesterly right–of–way line of said M.K.T. Railroad, a distance of 75.81 feet to the Point of Beginning and containing 67.842 acres of land.

LEGAL DESCRIPTION
TRACT TWO

Situated in the County of Grayson, State of Texas, being a part of S. Inman Survey, Abstract No. 621 and being a part of a called 0.02 of an acre tract of land described as Tract Two conveyed to Robert McElreath, as recorded in Volume 1602, Page 425, Deed Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a railroad spike found for the northern most corner of said 0.02 acre tract, and on the southeasterly right–of–way line of an abandoned M.K.T. Railroad, and on the westerly line of a called 27.020 acre tract of land described in the deed to 5 Guys Land Holding Co. LLC, recorded in Volume 5730, Page 282, Official Public Records, Grayson County, Texas;

Thence South 00°07'02" East, with the easterly line of said 0.02 of an acre tract, and with the westerly line of said 27.020 acre tract, a distance of 78.58 feet to a 1/2" steel rod set for the southeast corner of said 0.02 of an acre tract, common to the northeast corner of a tract of land described in the deed to Mabro Inc., recorded in Volume 1151, Page 103, said Deed Records;

Thence North 89°08'42" West, with the southerly line of said 0.02 of an acre tract, and with the northerly line of said Mabro Inc. Tract, a distance of 55.65 feet to a steel rod set for the southwest corner of said 0.02 of an acre tract, and on the southeasterly right–of–way line of aforesaid abandoned M.K.T. Railroad;

Thence North 36°52'25" East, with the northwesterly line of said 0.02 of an acre tract, and with the southeasterly right–of–way line of said abandoned M.K.T. Railroad, a distance of 2.58 feet to a point for corner;

Thence continuing with the northwesterly line of said 0.02 of an acre tract, and with the southeasterly right–of–way line of said abandoned M.K.T. Railroad, with a curve to the left having a radius of 1944.48 feet, (chord bears North 35°28'36" East, with a chord length of 92.93 feet) an arc length of 92.94 feet to the Point of Beginning and containing 0.049 acres of land.

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
○	1/2" STEEL ROD FOUND
	RAILROAD SPIKE FOUND
	3/4" PIPE FOUND
	METAL FENCE CORNER POST FOUND
PP	POWER POLE
C	CABLE MARKER
T	TELEPHONE PEDESTAL
	BOUNDARY LINE
	PROPERTY LINE
x	BARBWIRE FENCE
OHE	OVERHEAD ELECTRIC LINE

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I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 10/26/21

STATE OF TEXAS
REGISTERED
DOUGLAS W. UNDERWOOD
4709
PROFESSIONAL
LAND SURVEYOR

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465–2151

EXHIBIT B – JOINER RANCH PD DEVELOPMENT STANDARDS

The design, development and use of the Property shall comply with this Ordinance, Sherman's Zoning Ordinance, the Zoning Exhibit, attached hereto as Exhibit C, and the following development standards:

LAND USES AND ZONING CLASSIFICATION TABLE

DISTRICT	ACREAGE
Residential District	±76.5
Commercial/Multifamily District	±44
Open Space District	±52.13
TOTAL	±173

Residential District – (±76.5 acres not to exceed 50% of total land area) — That portion of the Property labeled "Residential" on the Zoning Exhibit shall be developed and used in accordance with the standards applicable to the R-6, R-5, R-4 or R-TH District zoning classifications of Sherman's Zoning Ordinance, as it exists or may be amended, except as expressly provided herein, and subject to the standards set forth herein.

Commercial/Multifamily District – (±44 acres not to exceed 25% of total land area) — That portion of the Property labeled "C-1/MF-30" on the Zoning Exhibit shall be developed and used in accordance with the standards applicable to the C-1 and/or the MF-30 District zoning classifications of Sherman's Zoning Ordinance, as it exists or may be amended, except as expressly provided herein, and subject to the standards set forth herein. The total area used for either designation shall not exceed 25% of the total acreage in the development. The specific acreage for each zoning designation within the identified land plan shall be determined by preliminary and final plat.

Open Space District (±59.1 acres) – (± 52.13acres or not less than 25% of the total land area) — That portion of the Property labeled "Park or Open Space" on the Zoning Exhibit shall be developed and used in accordance with the standards applicable to the park and open space classifications of Sherman's Zoning Ordinance, as it exists or may be amended, except as expressly provided herein, subject to the standards set forth herein. The open space shall be maintained at a minimum of 25% of the overall land area.

SITE AND BUILDING STANDARDS

Residential District Standards:

(a) The Residential District will include lots which follow the R-6, R-5, R-4, and R-TH regulations, as applicable, as set forth in the Zoning Ordinance, as it exists or may be amended.

(b) The Property is restricted to a maximum of 40% R-4 lots, and 80% R-5 lots. No more than 15 acres within the residential district can be R-TH. R-6 has no limit.
  (i) P&Z Recommendation: 31% maximum R-TH and R-4 combined; 69% maximum R-5.

(c) Single-family homes, detached or attached, may be front-entry or alley served.

(d) Requirements for Minimum Floor Area:
  (i) R-6 1,500 SF
  (ii) R-5 1,400 SF
  (iii) R-4 1,200 SF
  (iv) R-TH 1,000 SF

(e) Recreational vehicles, travel trailers or motor homes may not be used for dwelling purposes on the Property.

(f) Minimum two car garage spaces shall be provided; The elimination of a garage space to allow for a habitable purpose shall not be allowed.

Commercial District Standards:

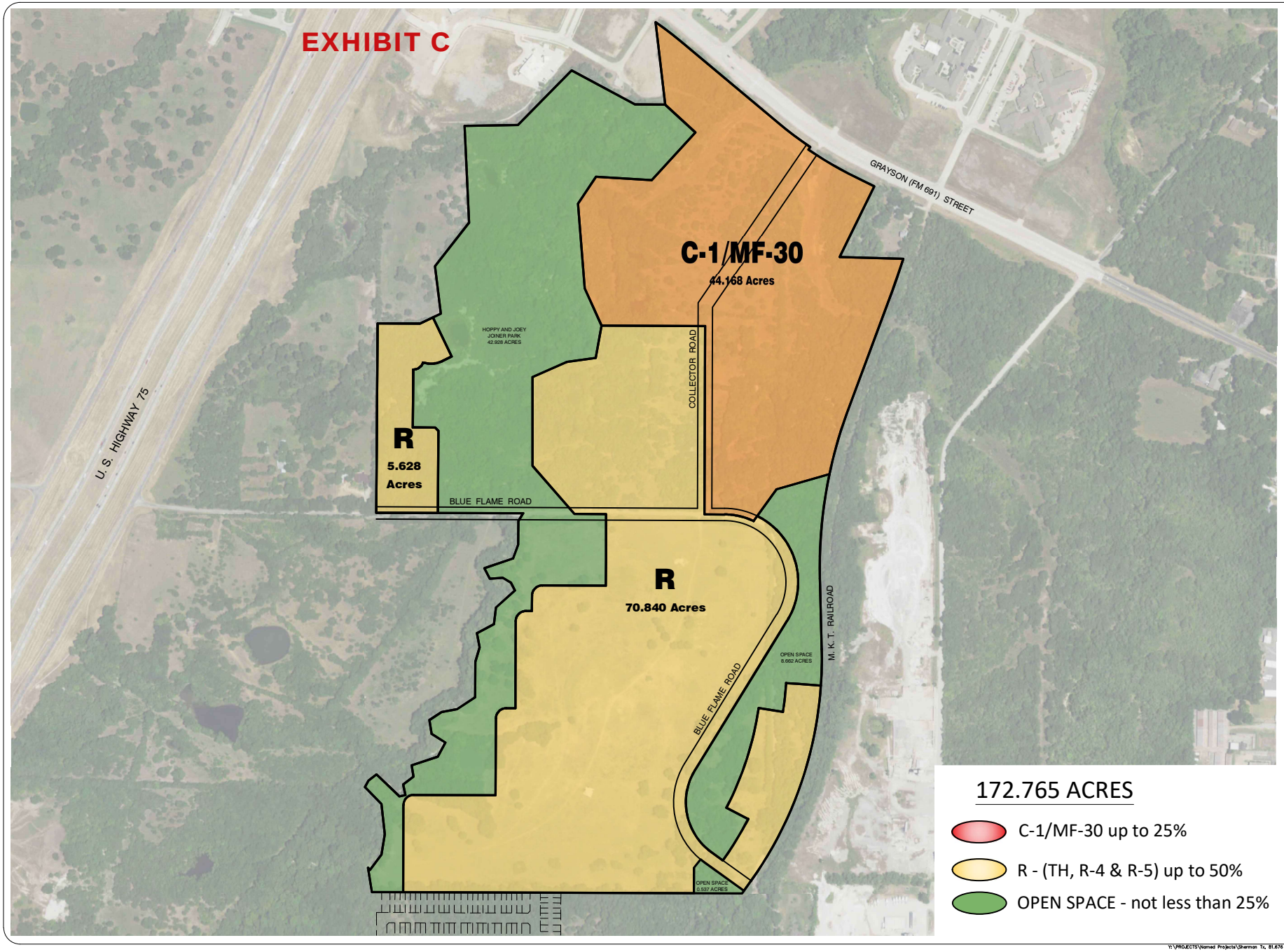
(a) Multifamily Standards
  (i) Multi-family development is permitted within the C-1/MF-30 District and shall follow the regulations in the MF-30 based zoning regulations.
  (ii) No more than 75% of the C-1/MF-30 district may be used for multifamily.
  (iii) Multifamily development that is less than 15 units per acre requires a Specific Use Permit.
  (iv) Recreational vehicles (ATVs, Boats, Jet Skis), travel trailers or motor homes may not be stored within parking areas.

(b) Commercial Standards
  (i) Commercial development shall follow the regulations of the C-1 district regulations.

Open Space District Standards:

(a) Parks and Open Space Standards
  (i) Open Space - Open space for residential and multi-family developments shall follow the requirements of the City's zoning and subdivision ordinance.
  (ii) Hike and Bike Trails - Hike and Bike Trails within the Property shall connect parks and open spaces and provide access to the future Katy Trail.
    (1) Sidewalks - Sidewalks adjacent to public streets shall follow the minimum requirements specified in the Sherman Engineering Design Standards Manual unless adjacent to open space or floodplain. If the roadway is adjacent to open space or floodplain, the sidewalk shall be constructed as a minimum 8-foot concrete trail.
    (2) Katy Trail - There is approximately 3,300 linear feet of the proposed Katy Trail adjacent to the Joiner Ranch. The Katy Trail shall have a minimum width of twelve (12) feet. The Katy Trail shall be constructed with this development.

EXHIBIT C



172.765 ACRES

- C-1/MF-30 up to 25%
- R - (TH, R-4 & R-5) up to 50%
- OPEN SPACE - not less than 25%

N

200 0 100 200

Scale: 1" = 200'

PD EXHIBIT

JOINER RANCH

CITY OF SHERMAN, TEXAS

Engineer:

PETITT - ECD

ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION

1600 N. COLLINS BLVD
SUITE 3300
RICHARDSON, TX 75080

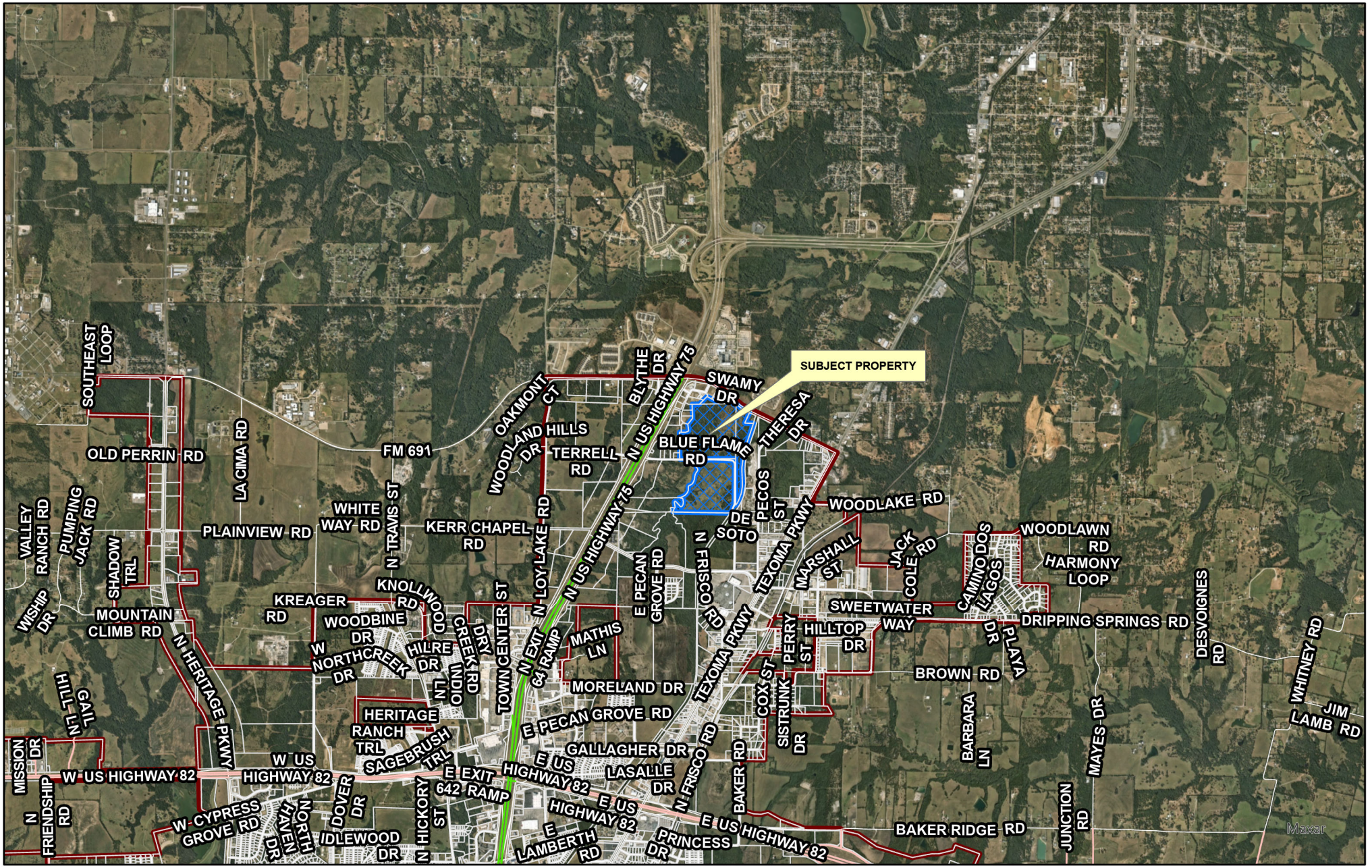
201 WINDCO CIRCLE
SUITE 100
WYLIE, TX 75098
972.941.8400

APRIL 24, 2024

SHEET NO. 1 OF 1

PROJECT #00000

Y:\PROJECTS\Named Projects\Sherman Tx, 81.676 Acres Grayson Street\dwg\Planning\DP-C.dwg



dlagrone H:\PLANNING\Public Notification KT.aprx

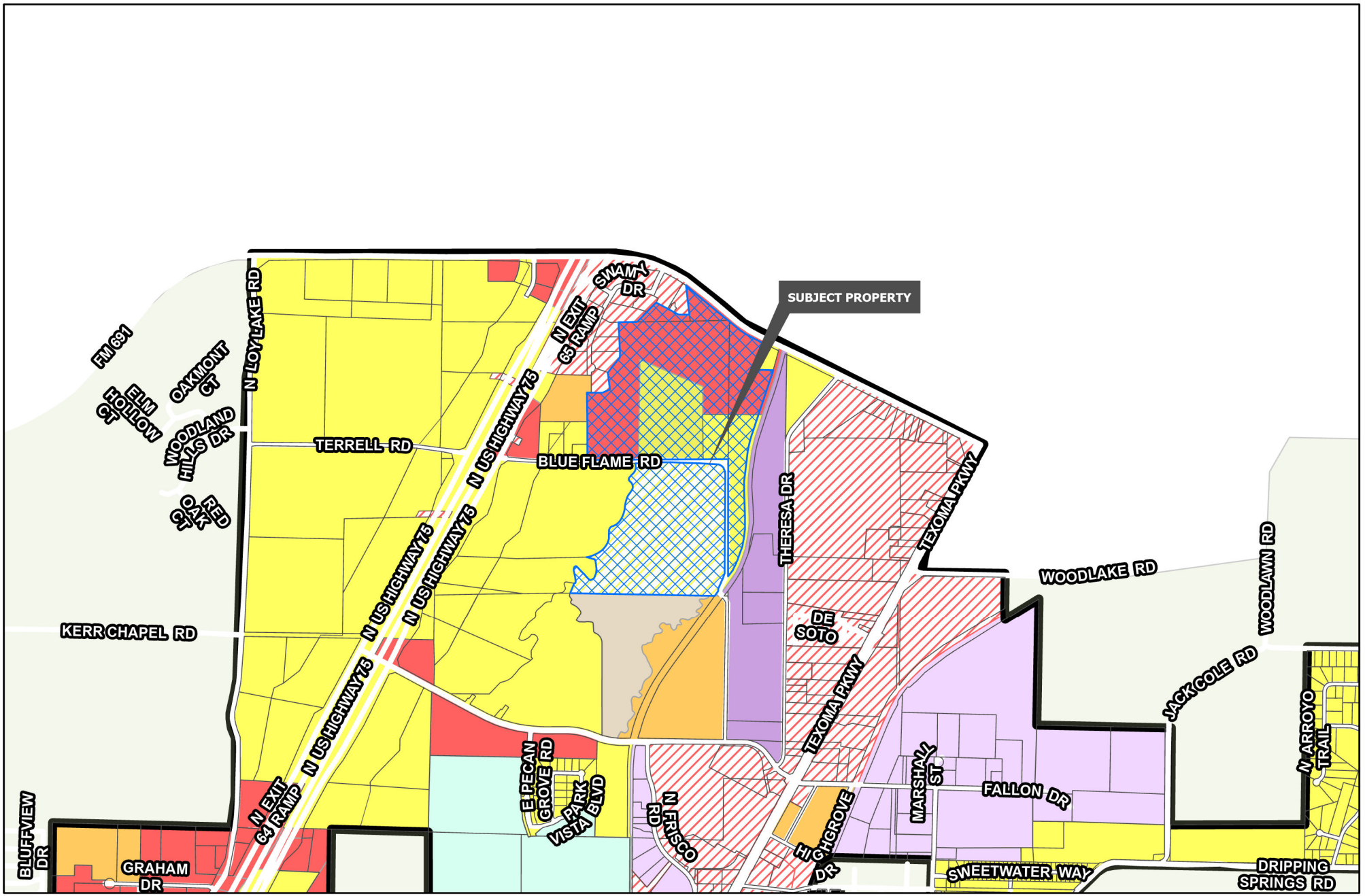
Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2901 BLK BLUE FLAME RD & 2900 BLK 691

N
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S

Date: 5/30/2024 3:00 PM



Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- R-A Residential Agricultural
- R-E Estate Residential
- R-12 Single Family Residential
- R-6 Single Family Residential
- R-5 Single Family Residential
- R-4 Patio Home Residential
- R-2F Duplex Residential
- R-TH Townhome Residential
- MF-15 Multi-Family Residential
- MF-30 Multi-Family Residential
- MH Manufactured Housing
- C-N Neighborhood Commercial
- C-O Office
- C-1 Retail Business
- C-2 General Commercial
- M-1 Light Manufacturing
- M-1.5 Medium Manufacturing
- M-2 Heavy Manufacturing
- PD Planned Development

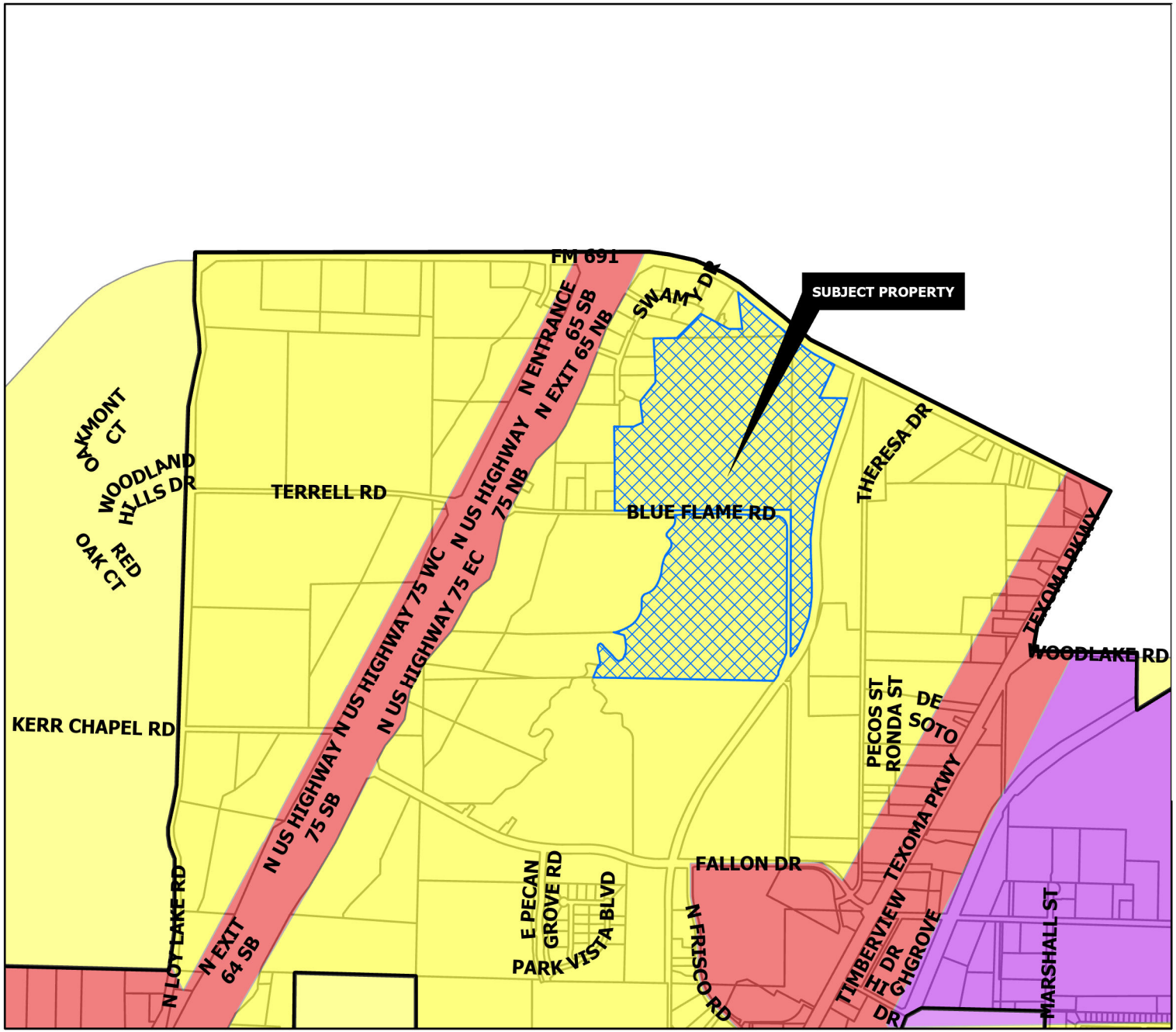
Road Names All

Planning & Zoning

CITY OF SHERMAN
ZONING MAP
2801 BLK BLUE FLAME RD & 2900 BLK FM 691

N
W E
S

Date: 6/13/2024 8:24 AM



SUBURBAN NEIGHBORHOOD

Intent & Character

The Suburban Neighborhood category is intended to allow primarily single-family detached in a "complete neighborhood" setting. New subdivisions should include a mix of housing products and lot sizes. Areas of supporting local commercial should be integrated into the neighborhoods, primarily along major streets near the entrance of neighborhoods. Community amenities such as parks, trails, open spaces, and civic uses should also be included in the creation of new subdivisions. This category gives flexibility for the creation of master-planned neighborhoods that are compatible with the surrounding area.

Appropriate Land Use Types

- Single-family detached (primary land use type)
- Single-family attached (duplexes and townhomes)
- Local/neighborhood commercial and office
- Parks and open space
- Schools and civic uses

Compatible Zoning Districts

- Estate Residential
- Single-Family Residential (R-12, R-6, R-5, and R-4)
- Multi-Family Residential (MF-15 and MF-30)
- Manufactured Housing
- Neighborhood Commercial
- Planned Development

Considerations

- Street connections to existing and future developments.
- Smaller lots and denser development can serve as a transition from the local commercial areas.

Sherman
CLASSIC TOWN. BROAD HORIZON.

Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LAND USE MAP
2801 BLK BLUE FLAME RD & 2900 BLK FM 691

N W E S

Date: 6/13/2024 8:24 AM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.3.

Meeting Date: 7/6/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By:

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6948
Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 183.681 acres of Land Located Generally Located East Of US 75 And South Of Tate Circle Adjacent to the Sherman City Limits And In The City Of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement; Providing for a Penalty for a Violation of this Ordinance and the Code of Ordinances of the City of Sherman, Texas, Chapter 14 (Zoning Ordinance); Providing a Savings/Repealing Clause, Severability Clause and an Effective Date

Issue:
To introduce, hold a public hearing, and consider adoption of the annexation ordinance that extends the City of Sherman's corporate limits so as to annex approximately 183.681 Acres of land generally located east of US 75 and south of Tate Circle and in the City of Sherman's Extraterritorial Jurisdiction.

Background:
It is the City's intention to annex specifically identified areas in the City's ETJ, in accordance with state law and the City Charter. At its May 4, 2026 meeting, the City Council approved the schedule for annexation of this property, which set the public hearing for the July 06, 2026 Regular Council Meeting and the adoption of the Ordinance for that same meeting.

This annexation was initiated by the property owners Sherman Lakes JV, LLC, Will Stolz and Stacey Capogrossi.

Capital Improvement Program:
N/A

Origination:
Letter from Sherman Lakes JV, LLC, Will Stolz and Stacey Capogrossi

Financial Consideration:
At full build out, estimated property taxes will generate about $1.2 Million per year at the current tax rate.

Staff Recommendation:
It is recommended that the City Council introduce, hold the required public hearing, and consider adoption of the ordinance for annexation of this approximately 183.681 acres of land generally located east of US 75 and south of Tate Circle and in the City of Sherman's Extraterritorial Jurisdiction.

Alternatives:
As directed by the City Council

Attachments:
1. Ordinance No. 6948
2. Exhibit A - Legal Description
3. Exhibit B
4. Survey
5. Annexation Request

ORDINANCE NO. 6948

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX AN AREA OF LAND CONSISTING OF 183.681 ACRES OF LAND LOCATED EAST OF US 75 AND SOUTH OF TATE CIRCLE ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRATERRITORIAL JURISDICTION, ON APPLICATION OF THE LANDOWNER; PROVIDING THAT THE OWNERS AND INHABITANTS OF THE SUBJECT AREA OF LAND SHALL BE ENTITLED TO THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS OF THE CITY OF SHERMAN AND SHALL BE BOUND BY THE ACTS AND ORDINANCES NOW IN EFFECT AND HEREINAFTER ADOPTED; AUTHORIZING EXECUTION OF THE ANNEXATION SERVICE PLAN AGREEMENT; PROVIDING FOR A PENALTY FOR A VIOLATION OF THIS ORDINANCE AND THE CODE OF ORDINANCES OF THE CITY OF SHERMAN, TEXAS, CHAPTER 14 (ZONING ORDINANCE); PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Sherman Lakes JV, LLC ("Landowner") has represented and warranted that it is the sole owner of real property within that certain area of land consisting of 183.681± acres, situated in the Benjamin Lindsey Survey, Abstract No. 733, and the Henry Tucker Survey Abstract No. 1217, Grayson County, Texas, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Landowner submitted an application to the City of Sherman, Texas ("Sherman"), requesting voluntary annexation of the Property into the city limits of Sherman; and

WHEREAS, the City Council of the City of Sherman, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to annex the Property under the authority of Chapter 43 of the Texas Local Government Code and the Sherman City Charter; and

WHEREAS, the City Council finds that Sherman has complied with all requirements for the consideration and adoption of this Ordinance pursuant to Chapter 43 of the Texas Local Government Code; and

WHEREAS, prior to conducting the public hearing required under Chapter 43 of the Texas Local Government Code, the City Council also investigated and determined that the Property is within the extraterritorial jurisdiction of Sherman and is adjacent and contiguous to the existing city limits of Sherman; and

WHEREAS, the Landowner and Sherman have negotiated and are prepared to enter into a written annexation service plan agreement, a copy of which is attached hereto as Exhibit B, in accordance with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, the City Council finds that the field notes close the boundaries of the Property; and

WHEREAS, the City Council has conducted at least one public hearing at which persons interested in the annexation were given an opportunity to be heard regarding the proposed annexation; and

WHEREAS, the City Council finds that all legal notices, hearing, procedures and publishing requirements for annexation have been performed and completed in the manner and form required by law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1: Findings Incorporated. That the findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Annexation Service Plan Agreement. That the City Manager or his designee is hereby authorized and directed to execute, on behalf of Sherman, the annexation service plan agreement between Sherman and the Landowner, a copy of which is attached hereto as Exhibit B.

SECTION 3: Property Annexed. That the Property described as follows and all public streets, roadways and alleyways located within or contiguous to the same are hereby annexed to Sherman, to-wit:

BEING a tract of land containing 183.681 acres, located in the Benjamin Lindsey Survey, Abstract No. 733, and the Henry Tucker Survey, Abstract No. 1217, Grayson County, Texas; said Property is more particularly described in Exhibit A.

SECTION 4: Rights/Privileges/Inhabitants Bound by Ordinances and Regulations. That from and after the passage of this Ordinance, the Property shall be a part of Sherman, and the inhabitants thereof shall be entitled to all the rights and privileges of all the citizens of Sherman and shall be bound by all of the ordinances and regulations enacted pursuant to and in conformity with the City Charter and the laws of the State of Texas.

SECTION 5: Official Map and Boundaries Amended. That the official map and boundaries of Sherman are hereby amended to include the Property as part of Sherman. A certified copy of this Ordinance shall be filed in the County Clerk's Office of Grayson County, Texas.

SECTION 6: Unlawful Use. That it shall be unlawful for any person, firm, entity or corporation to use the Property in a manner other than as authorized by this Ordinance and Chapter 14 (Zoning Ordinance) of the Code of Ordinances, City of Sherman, Texas ("Zoning Ordinance"),

as they exist or may be amended, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance and the Zoning Ordinance, as they exist or may be amended.

SECTION 7: Penalty. That any person violating any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand and 00/100 Dollars ($2,000.00). A violation of any provision of this Ordinance or the Zoning Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude Sherman from filing suit to enjoin the violation. Sherman retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 8: Savings/Repealing. That all provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 9: Severability. That should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause and phrase thereof regardless of the fact that any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 10: Effective Date. That this Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

SECTION 11: Public Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was introduced and passed was open to the public and that public notice of the time, place and purpose of said meeting was given all as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 6th day of July 2026

ADOPTED on this the 6th day of July 2026

EFFECTIVE DATE on this the 6th day of July 2026

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

BEING A 183.681 ACRE OR 8,001,128 SQUARE FEET TRACT OF LAND SITUATED IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NUMBER 733 & THE HENRY TUCKER SURVEY, ABSTRACT NUMBER 1217, BEING ALL OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NUMBER 2022-19236 DEED RECORDS, GRAYSON COUNTY, TEXAS (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.),BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-34581, (D.R.G.C.T.), BEING ALL OF THAT TRACT OF LAND DESCRIBED TO JAMIE C. MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2007-5452 (D.R.G.C.T.) BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 2536, PAGE 595 (D.R.G.C.T.) BEING ALL OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 3295, PAGE 918 (D.R.G.C.T.) AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS "TRACT ONE" TO LANDHORN LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-10985 (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO DALLAS AREA RAPID TRANSIT IN CORRECTION DEED RECORDED IN VOLUME 3476, PAGE 150, (D.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012);

BEGINNING AT A 1/2-INCH IRON ROD FOUND (1/2-INCH FIR) FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO ERNESTO L. REMERO GUERRERO, ET UX, BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-35372 (D.R.G.C.T.), SAID POINT LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF TATE CIRCLE (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 100.10 FEET TO A POINT FOR CORNER ON THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT AND THE EAST RIGHT-OF-WAY LINE OF EAST SHEPHERD ROAD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT LYING ON THE EAST LINE OF SHERMAN CITY LIMITS, AS DESCRIBED IN CITY OF SHERMAN ORDINANCE NO. 2416;

THENCE NORTH 13 DEGREES 52 MINUTES 37 SECONDS EAST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, A DISTANCE OF 60.06 FEET TO A POINT FOR CORNER;

THENCE SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 99.51 FEET TO A 1/2-INCH FIR FOR THE WESTERNMOST NORTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, AND LYING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT;

THENCE SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 401.60 FEET TO A 1/2-INCH FIR FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 643.20 FEET, A CENTRAL ANGLE OF 17 DEGREES 28

MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEGREES 00 MINUTES 15 SECONDS EAST, 195.32 FEET;

THENCE IN AN EASTERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 196.08 FEET, TO A 1/2-INCH FIR FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 19 MINUTES 48 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 111.64 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 20 DEGREES 56 MINUTES 41 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 80 DEGREES 11 MINUTES 53 SECONDS EAST, 152.68 FEET;

THENCE IN A SOUTHERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 153.53 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 69 DEGREES 59 MINUTES 02 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 82.64 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 01 DEGREES 57 MINUTES 18 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 13.42 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 69 DEGREES 15 MINUTES 13 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 413.28 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 88 DEGREES 01 MINUTES 40 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 329.75 FEET TO A 5/8-INCH FIR FOR CORNER;

THENCE SOUTH 87 DEGREES 26 MINUTES 53 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 22.21 FEET TO A 5/8-INCH FIR FOR CORNER;

THENCE SOUTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 295.83 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 41 MINUTES 36 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 48.70 FEET TO A 1/2-INCH FIR FOR THE EASTERNMOST SOUTHEAST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND A NORTH CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE SOUTH 82 DEGREES 17 MINUTES 07 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT, A DISTANCE OF 363.02 FEET TO A "PK" NAIL FOUND FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO TONY GLENN BRYANT & MELODIE ANN BRYANT BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-9779 (D.R.G.C.T.);

THENCE SOUTH 00 DEGREES 19 MINUTES 15 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID FIRST-REFERENCED LANDHORN,

LLC TRACT AND THE WEST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.33 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID BRYANT TRACT AND THE WESTERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 82 DEGREES 16 MINUTES 22 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID BRYANT TRACT, A DISTANCE OF 229.67 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "SARTIN" FOUND FOR THE SOUTHEAST CORNER OF SAID BRYANT TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE NORTH 00 DEGREES 12 MINUTES 29 SECONDS WEST, WITH A WEST LINE OF SAID JAMIE MORROW TRACT AND THE EAST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.42 FEET TO A "PK" NAIL FOUND FOR THE NORTHEAST CORNER OF SAID BRYANT TRACT AND THE NORTHERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE;

THENCE SOUTH 84 DEGREES 05 MINUTES 38 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND A NORTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 179.19 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO CARLA MARIETTA GASEN BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-22654 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 55 MINUTES 01 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID GASEN TRACT, A DISTANCE OF 240.85 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID GASEN TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE NORTH 88 DEGREES 02 MINUTES 24 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID GASEN TRACT, A DISTANCE OF 196.37 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID GASEN TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF BIGGERSTAFF ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 01 DEGREES 15 MINUTES 53 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 137.36 FEET TO A PONT FOR AN EXTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO REX MORROW & WIFE, JENNIFER MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18679 (D.R.G.C.T.);

THENCE SOUTH 87 DEGREES 28 MINUTES 27 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, WITH THE NORTH LINE OF SAID REX MORROW TRACT AND A SOUTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 194.88 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 01 DEGREES 45 MINUTES 42 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID REX MORROW TRACT, A DISTANCE OF 236.93 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "SARTIN" FOUND FOR THE SOUTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 76 DEGREES 58 MINUTES 10 SECONDS EAST, WITH A SOUTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID REX MORROW TRACT, A DISTANCE OF 198.99 FEET TO A "PK" NAIL FOUND FOR THE SOUTHEAST CORNER OF SAID REX MORROW TRACT, AND A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD;

THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 280.90 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO HOMER BULLARD & SANDRA BULLARD BY ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 2756, PAGE 132 (D.R.G.C.T.);

THENCE SOUTH 00 DEGREES 35 MINUTES 54 SECONDS WEST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID BULLARD TRACT, A DISTANCE OF 512.01 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID BULLARD TRACT, THE NORTHEAST CORNER OF SAID SECOND REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE NORTH 88 DEGREES 09 MINUTES 16 SECONDS EAST, WITH THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE SOUTH LINE OF SAID BULLARD TRACT, A DISTANCE OF 764.41 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID BULLARD TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MATTHEW A. WADE & MONICA M. WADE BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018-7279 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 10 MINUTES 29 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID WADE TRACT, THE WEST LINE OF THAT TRACT TRACT OF LAND DESCRIBED TO WELDON CHAD ROPER BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-14405 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MARY LOU ALEXANDER BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18097, A DISTANCE OF 264.00 FEET TO A 1/2-INCH FIR FOR AN EXTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO JASON GRAHAM BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-19246 (D.R.G.C.T.);

THENCE NORTH 86 DEGREES 11 MINUTES 19 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND A NORTH LINE OF SAID GRAHAM TRACT, A DISTANCE OF 156.47 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID GRAHAM TRACT;

THENCE SOUTH 02 DEGREES 16 MINUTES 03 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO KIM JOSEPH LEA BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018-8513 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO WILLIAM E. SNAPP & SHEILA D. SNAPP BY GENERAL WARRANTY RECORDED IN VOLUME 2207, PAGE 420 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED AS "TRACT NO. 2" TO JOHN D. McKEE BY WARRANTY DEED RECORDED IN VOLUME 1348, PAGE 50, THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO PHYLLIS WOODS BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2835, PAGE 421 (D.R.G.C.T.) A DISTANCE OF 1,148.97 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO NOVELLA M. CRIPE, ET AL BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012-22099 (D.R.G.C.T.);

THENCE NORTH 87 DEGREES 06 MINUTES 18 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTH LINE OF SAID NOVELLA CRIPE TRACT, AND THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-6046 (D.R.G.C.T.), A DISTANCE OF 517.18 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID EARL CRIPE TRACT AND AN INTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID EARL CRIPE TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED

RECORDED IN DOCUMENT NUMBER 2022-6909 (D.R.G.C.T.), A DISTANCE OF 570.40 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID SECOND REFERENCED EARL CRIPE TRACT AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO LEWIS E. SIMPSON & JUANITA SIMPSON BY DEED RECORDED IN VOLUME 1191, PAGE 729 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 42 MINUTES 35 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID SIMPSON TRACT, A DISTANCE OF 286.28 FEET TO A POINT FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, DEPARTING THE EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, OVER, ACROSS AND UPON SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 70.01 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREES 42 MINUTES 32 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 208.10 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 289.23 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND ON THE EAST LINE OF SAID "TRACT ONE";

THENCE SOUTH 00 DEGREES 27 MINUTES 24 SECONDS WEST, WITH THE EAST LINE OF SAID "TRACT ONE" AND THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 238.91 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE SOUTH LINE OF SAID "TRACT ONE" TRACT AND THE NORTH LINE OF A CALLED 16.02 ACRE TRACT OF LAND DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.);

THENCE SOUTH 89 DEGREES 09 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID 16.02 ACRE TRACT AND THE NORTH LINE OF A CALLED 18.90 ACRE TRACT DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.), A DISTANCE OF 938.73 FEET TO A POINT FOR THE WESTERNMOST NORTHWEST CORNER OF SAID 18.90 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID "TRACT ONE", SAID POINT LYING ON THE EAST LINE OF BLOCK 1, CEDAR HILL ESTATES ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 35, PLAT RECORDS GRAYSON COUNTY, TEXAS;

THENCE NORTH 06 DEGREES 50 MINUTES 18 SECONDS EAST, WITH A WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 1,206.12 FEET TO A 1/2-INCH FIR FOR THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH 89 DEGREES 24 MINUTES 29 SECONDS WEST, WITH A SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 674.40 FEET TO A 1/2-INCH FIR FOR THE SOUTHERNMOST SOUTHWEST CORNER OF SAID "TRACT ONE" AND THE EASTERNMOST SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO MICHAEL S. BLOUNT & BRANDY M. BLOUNT BY SPECIAL WARRANTY DEED RECORDED IN 2010-18802 (D.R.G.C.T.);

THENCE NORTH 01 DEGREES 17 MINUTES 19 SECONDS WEST, DEPARTING THE NORTH LINE OF SAID BLOCK 1, WITH THE WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 681.59 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID "TRACT ONE" AND THE SOUTHWEST CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE NORTH 01 DEGREES 28 MINUTES 38 SECONDS WEST, WITH A WEST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 444.48 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTH 54 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 138.66 FEET TO A POINT FOR CORNER;

THENCE SOUTH 82 DEGREES 54 MINUTES 46 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 92.06 FEET TO A POINT FOR CORNER;

THENCE NORTH 72 DEGREES 17 MINUTES 13 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 63.27 FEET TO A POINT FOR CORNER;

THENCE NORTH 36 DEGREES 59 MINUTES 54 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 77.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 20 DEGREES 43 MINUTES 25 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.49 FEET TO A POINT FOR CORNER;

THENCE SOUTH 39 DEGREES 50 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 40.41 FEET TO A POINT FOR CORNER;

THENCE NORTH 68 DEGREES 10 MINUTES 08 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 37.90 FEET TO A POINT FOR CORNER;

THENCE NORTH 42 DEGREES 09 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.91 FEET TO A POINT FOR CORNER;

THENCE NORTH 85 DEGREES 17 MINUTES 01 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.30 FEET TO A POINT FOR CORNER;

THENCE SOUTH 56 DEGREES 44 MINUTES 58 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;

THENCE NORTH 74 DEGREES 11 MINUTES 40 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.32 FEET TO A POINT FOR CORNER;

THENCE NORTH 23 DEGREES 48 MINUTES 11 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 71.75 FEET TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 48 MINUTES 10 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 27.46 FEET TO A POINT FOR CORNER;

THENCE NORTH 48 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 36 MINUTES 03 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87 DEGREES 17 MINUTES 04 SECONDS EAST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID CREEK, OVER, ACROSS AND UPON SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 59.93 FEET TO A 1/2-INCH CAPPED IRON ROD SATMPED "RPLS 4709" FOUND FOR CORNER;

THENCE NORTH 08 DEGREES 38 MINUTES 06 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 90.27 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 13 DEGREES 21 MINUTES 51 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 72.28 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 03 DEGREES 39 MINUTES 54 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 29.80 FEET TO A 1/2-INCH FIR FOR CORNER, SAID POINT LYING ON A SOUTH LINE OF THAT SAME TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.) AND ON A NORTH LINE OF SAID SECOND-REFERENCED LONGHORN. LLC TRACT;

THENCE NORTH 36 DEGREES 25 MINUTES 17 SECONDS WEST, OVER, ACROSS AND UPON SAID JANICE DELANO TRACT, A DISTANCE OF 135.06 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 58 DEGREES 50 MINUTES 56 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 55.09 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 88 DEGREES 40 MINUTES 40 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 342.48 FEET TO A 1/2-INCH FIR FOR A COMMON CORNER OF SAID JANICE DELANO TRACT AND THAT SAME TRACT OF LAND DESCRIBED TO JASON ATKINS BY WARRANTY DEED RECORDED IN VOLUME 2117, PAGE 352 (D.R.G.C.T.);

THENCE NORTH 01 DEGREES 19 MINUTES 20 SECONDS WEST, WITH A WEST LINE OF SAID JANICE DELANO TRACT AND AN EAST LINE OF SAID ATKINS TRACT, A DISTANCE OF 397.46 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTH 23 DEGREES 24 MINUTES 04 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 64.27 FEET TO A POINT FOR CORNER;

THENCE NORTH 10 DEGREES 39 MINUTES 25 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 109.85 FEET TO A POINT FOR CORNER;

THENCE NORTH 09 DEGREES 34 MINUTES 20 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.95 FEET TO A POINT FOR CORNER;

THENCE NORTH 50 DEGREES 22 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 55.21 FEET TO A POINT FOR CORNER;

THENCE SOUTH 67 DEGREES 18 MINUTES 19 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 25.80 FEET TO A POINT FOR CORNER;

THENCE SOUTH 29 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.36 FEET TO A POINT FOR CORNER;

THENCE SOUTH 33 DEGREES 46 MINUTES 39 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.41 FEET TO A POINT FOR CORNER;

THENCE NORTH 79 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 42.67 FEET TO A POINT FOR CORNER;

THENCE NORTH 21 DEGREES 27 MINUTES 48 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 115.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 46 DEGREES 13 MINUTES 52 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 95.28 FEET TO A POINT FOR CORNER;

THENCE NORTH 46 DEGREES 55 MINUTES 08 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 80.30 FEET TO A POINT FOR CORNER;

THENCE NORTH 11 DEGREES 08 MINUTES 44 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 96.61 FEET TO A POINT FOR CORNER;

THENCE NORTH 48 DEGREES 12 MINUTES 05 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 83.67 FEET TO A POINT FOR CORNER;

THENCE NORTH 38 DEGREES 57 MINUTES 03 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 30 DEGREES 23 MINUTES 03 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 48.54 FEET TO A POINT FOR CORNER;

THENCE NORTH 07 DEGREES 50 MINUTES 29 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 87.58 FEET TO A POINT FOR CORNER;

THENCE NORTH 26 DEGREES 43 MINUTES 55 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 75.70 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 41 MINUTES 32 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 46.66 FEET TO A POINT FOR AN INTERIOR "ELL" CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND A NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO MICKEY E. McCOLLUM & BOBBIE A. McCOLLUM BY DEED RECORDED IN VOLUME 2396, PAGE 523 (D.R.G.C.T.), SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE;

THENCE SOUTH 89 DEGREES 18 MINUTES 28 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID McCOLLUM TRACT A DISTANCE OF 85.51 FEET TO A 1/2-INCH FIR FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 703.20 FEET, A CENTRAL ANGLE OF 17 DEGREES 30 MINUTES 44 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 59 MINUTES 43 SECONDS WEST, 214.09 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, WITH THE CURVING SOUTHWEST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 214.93 FEET, TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, A DISTANCE OF 397.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 183.681 ACRES OR 8,001,128 SQUARE FEET OF LAND, MORE OR LESS

EXHIBIT B

ANNEXATION SERVICE PLAN AGREEMENT

This SERVICE PLAN AGREEMENT ("Agreement") is made and entered into by and among the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and SHERMAN LAKES JV, LLC ("Landowner" or "Developer"). Sherman and Landowner or Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, Landowner is the sole owner of that certain tract of land consisting of 183.681± acres, situated in the Benjamin Lindsey Survey, Abstract No. 733 and the Henry Tucker Survey, Abstract No. 1217, Grayson County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property" or "Annexed Area"); and

WHEREAS, Landowner submitted to Sherman a voluntary request for annexation of the Property into the corporate limits of Sherman pursuant to Subchapter C-3 of Chapter 43 of the Texas Local Government Code; and

WHEREAS, Landowner acknowledges and agrees that in submitting the voluntary request for annexation of the Property, Landowner has fully investigated and is aware of the rights, duties and obligations that will apply to Landowner and its successors and assigns, as owner of the Property, in the event that the Sherman City Council adopts an ordinance annexing the Property into the corporate limits of Sherman (the "Annexation Ordinance"); and

WHEREAS, Landowner acknowledges and agrees that Sherman has complied or will comply with all requirements for the consideration of Landowner' request for annexation of the Property pursuant to Chapter 43 of the Texas Local Government Code, including holding a public hearing and providing the required public notices regarding the requested annexation; and

WHEREAS, Landowner acknowledges and agrees that the Property is eligible for annexation in all respects under Texas law; and

WHEREAS, the parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code to memorialize their agreement regarding the services Sherman will provide to the Property provided that the Sherman City Council adopts the Annexation Ordinance; and

WHEREAS, Landowner acknowledges and agrees that this Agreement fully complies with Section 43.0672 of the Texas Local Government Code; and

WHEREAS, Sherman has investigated and determined that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Landowner agree as follows:

1. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the

forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and Landowner.

2. **Land Subject to Agreement**. The land that is subject to this Agreement is the Property. Landowner represents that he is the sole owner of the Property.

3. **Agreement Conditioned on Annexation**. This Agreement and the rights, duties and obligations herein are subject to and conditioned on the Sherman City Council adopting the Annexation Ordinance within ninety (90) days after the Effective Date (hereinafter defined) of this Agreement. In the event that the Sherman City Council does not adopt the Annexation Ordinance within ninety (90) days after the Effective Date of this Agreement, this Agreement shall not be effective and neither party shall have any rights, duties or obligations of any kind under this Agreement. In the event Landowner argues or claims that a term, condition or provision of this Agreement or the Annexation Ordinance is invalid, illegal, void, unenforceable or unlawful, then Sherman has the option to terminate this Agreement, effective immediately.

4. **Agreed Service Plan**. Subject to the terms and conditions of this Agreement, the parties agree that Sherman shall furnish or provide for the following municipal services to the Property after annexation at the following levels and in accordance with the following schedule:

   (a) Police Services.

      (i) Patrolling, responses to calls and other routine police services, within the limits of existing personnel and equipment and in a manner consistent with the methods of Sherman, will be provided in the Annexed Area on the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of police services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

   (b) Fire Services.

      (i) Fire protection and emergency ambulance services and equipment, within the limits of existing personnel and equipment and the limits of available water and distances from existing fire stations and in a manner consistent with the methods of Sherman, will be provided to the Annexed Area upon the effective date of the Annexation Ordinance.

      (ii) Upon ultimate development of the Annexed Area, the same level of fire and emergency ambulance services will be provided to the Annexed Area as are furnished throughout Sherman at that time.

(c) Environmental Health and Code Enforcement Services.

(i) Enforcement of Sherman's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the Annexed Area within sixty (60) days of the effective date of the Annexation Ordinance. Sherman's environmental health ordinances and regulations will be enforced through the use of existing personnel.

(ii) As development and construction commence in the Annexed Area, sufficient personnel will be provided to furnish the Annexed Area with the same level of environmental health and code enforcement services as are furnished throughout Sherman at that time.

(d) Building Inspections.

(i) Inspection services, including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with Sherman's codes, regulations and ordinances will be provided within sixty (60) days of the effective date of the Annexation Ordinance. Existing personnel will be used to provide such services.

(ii) All inspection services furnished by Sherman but not mentioned above will be provided to the Annexed Area beginning within sixty (60) days of the effective date of the Annexation Ordinance.

(e) Planning and Zoning Services.

(i) The planning and zoning jurisdiction of Sherman will extend to the Annexed Area upon the effective date of the Annexation Ordinance. Sherman city planning will thereafter encompass the Annexed Area, and it shall be entitled to consideration for zoning in accordance with Sherman's Zoning Ordinance and Comprehensive Plan.

(ii) Sherman's zoning, subdivision, sign and other ordinances shall be enforced in the Annexed Area beginning on the effective date of the Annexation Ordinance.

(f) Park and Recreation Services.

(i) Inhabitants of the Annexed Area may utilize all existing park and recreational services, facilities and sites throughout Sherman beginning on the effective date of the Annexation Ordinance.

(ii) Additional facilities and sites to serve the Annexed Area will be acquired, developed and maintained at locations and times provided by applicable plans, policies, programs and decisions of Sherman. The Annexed Area will be included in all future plans for providing parks and recreation services to Sherman.

(iii) Existing parks, playgrounds, swimming pools and other recreational facilities within the Annexed Area shall, upon dedication to and acceptance by Sherman, be maintained and operated by Sherman, but not otherwise.

(g) Solid Waste Collection Services.

(i) Solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's existing policies, beginning on the effective date of the Annexation Ordinance.

(ii) As development and construction commence in the Annexed Area and population density increases in the Annexed Area, solid waste collection services shall be provided to the Annexed Area in accordance with Sherman's policies regarding frequency, changes and the like as are existing at that time.

(h) Streets.

(i) Sherman's existing policies with regard to street maintenance, applicable throughout Sherman, shall apply to the Annexed Area beginning on the effective date of the Annexation Ordinance. Unless a street within the Annexed Area has been constructed or is improved to Sherman's standards and specifications, such street will not be maintained by Sherman. Notwithstanding anything to the contrary herein, private streets within the Annexed Area shall remain private streets after annexation and Sherman and the Landowner agree that Sherman shall have no obligation to maintain, repair or improve the private streets or to pay the costs thereof.

(ii) As development, improvement or construction of streets to Sherman's standards commences within the Annexed Area, the policies of Sherman with regard to participation in the costs thereof, acceptance upon completion thereof and maintenance after completion thereof shall apply as such policies exist at that time.

(iii) The same level of maintenance shall be provided to streets within the Annexed Area that are accepted by Sherman as is provided to streets throughout Sherman.

(iv) Street lighting installed on streets improved to Sherman's standards and specifications shall be maintained by the appropriate franchise holder in accordance with existing Sherman policies.

(i) Water Services.

(i) Connection to existing Sherman water mains for water service for domestic, commercial and industrial use within the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection to existing mains, water will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) As development and construction commence on the Annexed Area, Sherman water mains will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(iii) Water mains installed or improved to Sherman's standards which are within the Annexed Area and are within dedicated easements shall be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iv) Private water lines within the Annexed Area shall be maintained by their respective owners in accordance with existing policies applicable throughout Sherman.

(j) Sanitary Sewer Services.

(i) Connections to existing Sherman sanitary sewer mains for sanitary sewer service in the Annexed Area will be provided in accordance with existing Sherman policies. Upon connection, sanitary sewer service will be provided at rates established by Sherman ordinances for such service throughout Sherman.

(ii) Sanitary sewer mains and/or lift stations installed or improved to Sherman's standards that are located in dedicated easements, are within the Annexed Area and are connected to Sherman mains will be maintained by Sherman beginning on the effective date of the Annexation Ordinance.

(iii) As development and construction commence in the Annexed Area, Sherman sanitary sewer services will be extended in accordance with provisions of the Subdivision Ordinance and other applicable Sherman ordinances and regulations in effect at that time. Sherman's participation in the costs of such extensions shall be in accordance with the applicable Sherman ordinances and regulations in effect at that time. Such extensions will be commenced in accordance with state law.

(k) Miscellaneous.

(i) General municipal administration and administrative services of Sherman shall be available to the Annexed Area beginning on the effective date of the Annexation Ordinance.

(ii) Notwithstanding anything set forth above, this Service Plan does not require all municipal services be provided as set forth above if different characteristics of topography, land use and population density are considered a sufficient basis for providing different levels of service.

5. **Default**. If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within a reasonable period of time after Sherman receives written notice of such failure from Landowner, then Landowner may seek disannexation pursuant to Section 43.141 of the Texas Local Government Code as its sole and exclusive remedy. In no event shall Sherman be liable to Landowner or any other owner or inhabitant of the Annexed Area for any direct, indirect, incidental, special or consequential damages arising out of this Agreement or for the cost of procurement of substitute services.

6. **Covenant Running with the Land**. This Agreement shall be a covenant running with the land and Property and shall be binding on Landowner and Landowner's successors and assigns.

7. **Limitations of Agreement**. Sherman ordinances covering property taxes, utility rates, permit fees, inspection fees, tree mitigation fees, impact fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Landowner to Sherman under any ordinance, whether now existing or in the future arising.

8. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: Robby Hefton, City Manager
220 West Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7200
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

with a copy to:

Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4044
Email: rpittman@abernathy-law.com

If to Landowner, addressed to him at:

SHERMAN LAKES JV, LLC
Attn: William Stolz
12645 Birmingham Highway
Alpharetta, GA 30004
Telephone: (404) 550-0084
Email: will@stolzpartners.com

SHERMAN LAKES JV, LLC
Attn: Stacey Capogrossi
12645 Birmingham Highway
Alpharetta, GA 30004
Telephone: (678) 656-1047
Email: mailto:stacey@stolzpartners.com

10. **Release. LANDOWNER HEREBY RELEASES, WAIVES AND HOLDS HARMLESS SHERMAN AND ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM ALL DAMAGES, INJURIES, CLAIMS, OBJECTIONS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS ARISING OUT OF OR RELATED TO SHERMAN'S ANNEXATION OF THE PROPERTY, SHERMAN'S CONSIDERATION OF ANNEXATION OF THE PROPERTY AND SHERMAN'S ADOPTION OF THE ANNEXATION ORDINANCE. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

11. **Vested Rights/Chapter 245 Waiver**. This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245 of the Texas Local Government Code, as amended, and nothing in this Agreement provides Sherman with fair notice of any project of Landowner. **LANDOWNER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. **Warranties/Representations**. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

13. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

14. **Governing Law; Venue**. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

15. **Consideration**. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

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

17. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). Landowner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and **Landowner covenants and agrees to indemnify, hold harmless, and defend Sherman and its Council members, officers, agents, representatives and employees against any and all claims asserted by any person claiming an ownership interest in the Property who has not signed the Agreement that arise in any way from Sherman's reliance on this Agreement**.

18. **Savings; Severability**. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

19. **Representations**. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

20. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

21. **Immunity**. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

22. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

Attested to by:

_____
Teri Fine, City Clerk

Approved as to Form and Content:
The Law Firm of Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Name: Ryan D. Pittman
Title: City Attorney

SHERMAN LAKES JV, LLC

By: _____
Printed Name: Will Stolz
Title: Manager
Date: 4/11/26

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Zachary Flores**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the **CITY OF SHERMAN, TEXAS**, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 2026.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF ~~TEXAS~~ Georgia §
§
COUNTY OF Fulton §

BEFORE ME, the undersigned authority, on this day personally appeared Irwin W Stolz III, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 1st day of April, 2026.

_____
Notary Public, State of ~~Texas~~ Georgia
My Commission Expires: 1/23/27

AMY STRAHAN
NOTARY PUBLIC
FULTON COUNTY
STATE OF GEORGIA
My Comm. Expires Jan. 23, 2027

Exhibit A

BEING A 183.681 ACRE OR 8,001,128 SQUARE FEET TRACT OF LAND SITUATED IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NUMBER 733 & THE HENRY TUCKER SURVEY, ABSTRACT NUMBER 1217, BEING ALL OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NUMBER 2022-19236 DEED RECORDS, GRAYSON COUNTY, TEXAS (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.),BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-34581, (D.R.G.C.T.), BEING ALL OF THAT TRACT OF LAND DESCRIBED TO JAMIE C. MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2007-5452 (D.R.G.C.T.) BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 2536, PAGE 595 (D.R.G.C.T.) BEING ALL OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 3295, PAGE 918 (D.R.G.C.T.) AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS "TRACT ONE" TO LANDHORN LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-10985 (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO DALLAS AREA RAPID TRANSIT IN CORRECTION DEED RECORDED IN VOLUME 3476, PAGE 150, (D.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012);

BEGINNING AT A 1/2-INCH IRON ROD FOUND (1/2-INCH FIR) FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO ERNESTO L. REMERO GUERRERO, ET UX, BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-35372 (D.R.G.C.T.), SAID POINT LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF TATE CIRCLE (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 100.10 FEET TO A POINT FOR CORNER ON THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT AND THE EAST RIGHT-OF-WAY LINE OF EAST SHEPHERD ROAD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT LYING ON THE EAST LINE OF SHERMAN CITY LIMITS, AS DESCRIBED IN CITY OF SHERMAN ORDINANCE NO. 2416;

THENCE NORTH 13 DEGREES 52 MINUTES 37 SECONDS EAST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, A DISTANCE OF 60.06 FEET TO A POINT FOR CORNER;

THENCE SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 99.51 FEET TO A 1/2-INCH FIR FOR THE WESTERNMOST NORTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, AND LYING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT;

THENCE SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 401.60 FEET TO A 1/2-INCH FIR FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 643.20 FEET, A CENTRAL ANGLE OF 17 DEGREES 28 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEGREES 00 MINUTES 15 SECONDS EAST, 195.32 FEET;

THENCE IN AN EASTERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 196.08 FEET, TO A 1/2-INCH FIR FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 19 MINUTES 48 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 111.64 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 20 DEGREES 56 MINUTES 41 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 80 DEGREES 11 MINUTES 53 SECONDS EAST, 152.68 FEET;

THENCE IN A SOUTHERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 153.53 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 69 DEGREES 59 MINUTES 02 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 82.64 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 01 DEGREES 57 MINUTES 18 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 13.42 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 69 DEGREES 15 MINUTES 13 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 413.28 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 88 DEGREES 01 MINUTES 40 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 329.75 FEET TO A 5/8-INCH FIR FOR CORNER;

THENCE SOUTH 87 DEGREES 26 MINUTES 53 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 22.21 FEET TO A 5/8-INCH FIR FOR CORNER;

THENCE SOUTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 295.83 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 41 MINUTES 36 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 48.70 FEET TO A 1/2-INCH FIR FOR THE EASTERNMOST SOUTHEAST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND A NORTH CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE SOUTH 82 DEGREES 17 MINUTES 07 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT, A DISTANCE OF 363.02 FEET TO A "PK" NAIL FOUND FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO TONY GLENN BRYANT & MELODIE ANN BRYANT BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-9779 (D.R.G.C.T.);

THENCE SOUTH 00 DEGREES 19 MINUTES 15 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE WEST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.33 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID BRYANT TRACT AND THE WESTERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 82 DEGREES 16 MINUTES 22 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID BRYANT TRACT, A DISTANCE OF 229.67 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "SARTIN" FOUND FOR THE SOUTHEAST CORNER OF SAID BRYANT TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE NORTH 00 DEGREES 12 MINUTES 29 SECONDS WEST, WITH A WEST LINE OF SAID JAMIE MORROW TRACT AND THE EAST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.42 FEET TO A "PK" NAIL FOUND FOR THE NORTHEAST CORNER OF SAID BRYANT

TRACT AND THE NORTHERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE;

THENCE SOUTH 84 DEGREES 05 MINUTES 38 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND A NORTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 179.19 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO CARLA MARIETTA GASEN BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-22654 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 55 MINUTES 01 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID GASEN TRACT, A DISTANCE OF 240.85 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID GASEN TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE NORTH 88 DEGREES 02 MINUTES 24 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID GASEN TRACT, A DISTANCE OF 196.37 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID GASEN TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF BIGGERSTAFF ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 01 DEGREES 15 MINUTES 53 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 137.36 FEET TO A PONT FOR AN EXTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO REX MORROW & WIFE, JENNIFER MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18679 (D.R.G.C.T.);

THENCE SOUTH 87 DEGREES 28 MINUTES 27 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, WITH THE NORTH LINE OF SAID REX MORROW TRACT AND A SOUTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 194.88 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 01 DEGREES 45 MINUTES 42 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID REX MORROW TRACT, A DISTANCE OF 236.93 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "SARTIN" FOUND FOR THE SOUTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 76 DEGREES 58 MINUTES 10 SECONDS EAST, WITH A SOUTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID REX MORROW TRACT, A DISTANCE OF 198.99 FEET TO A "PK" NAIL FOUND FOR THE SOUTHEAST CORNER OF SAID REX MORROW TRACT, AND A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD;

THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 280.90 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO HOMER BULLARD & SANDRA BULLARD BY ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 2756, PAGE 132 (D.R.G.C.T.);

THENCE SOUTH 00 DEGREES 35 MINUTES 54 SECONDS WEST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID BULLARD TRACT, A DISTANCE OF 512.01 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID BULLARD TRACT, THE NORTHEAST CORNER OF SAID SECOND REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE NORTH 88 DEGREES 09 MINUTES 16 SECONDS EAST, WITH THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE SOUTH LINE OF SAID BULLARD TRACT, A DISTANCE OF 764.41 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID BULLARD TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MATTHEW A. WADE & MONICA M. WADE BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018-7279 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 10 MINUTES 29 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID WADE TRACT, THE WEST LINE OF THAT TRACT TRACT OF LAND DESCRIBED TO WELDON CHAD ROPER BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-14405 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MARY LOU ALEXANDER BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18097, A DISTANCE OF 264.00 FEET TO A 1/2-INCH FIR FOR AN EXTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO JASON GRAHAM BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-19246 (D.R.G.C.T.);

THENCE NORTH 86 DEGREES 11 MINUTES 19 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND A NORTH LINE OF SAID GRAHAM TRACT, A DISTANCE OF 156.47 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID GRAHAM TRACT;

THENCE SOUTH 02 DEGREES 16 MINUTES 03 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO KIM JOSEPH LEA BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018-8513 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO WILLIAM E. SNAPP & SHEILA D. SNAPP BY GENERAL WARRANTY RECORDED IN VOLUME 2207, PAGE 420 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED AS "TRACT NO. 2" TO JOHN D. McKEE BY WARRANTY DEED RECORDED IN VOLUME 1348, PAGE 50, THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO PHYLLIS WOODS BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2835, PAGE 421 (D.R.G.C.T.) A DISTANCE OF 1,148.97 FEET TO A POINT FOR

CORNER, SAID POINT LYING ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO NOVELLA M. CRIPE, ET AL BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012-22099 (D.R.G.C.T.);

THENCE NORTH 87 DEGREES 06 MINUTES 18 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTH LINE OF SAID NOVELLA CRIPE TRACT, AND THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-6046 (D.R.G.C.T.), A DISTANCE OF 517.18 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID EARL CRIPE TRACT AND AN INTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID EARL CRIPE TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-6909 (D.R.G.C.T.), A DISTANCE OF 570.40 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID SECOND REFERENCED EARL CRIPE TRACT AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO LEWIS E. SIMPSON & JUANITA SIMPSON BY DEED RECORDED IN VOLUME 1191, PAGE 729 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 42 MINUTES 35 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID SIMPSON TRACT, A DISTANCE OF 286.28 FEET TO A POINT FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, DEPARTING THE EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, OVER, ACROSS AND UPON SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 70.01 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREES 42 MINUTES 32 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 208.10 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 289.23 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND ON THE EAST LINE OF SAID "TRACT ONE";

THENCE SOUTH 00 DEGREES 27 MINUTES 24 SECONDS WEST, WITH THE EAST LINE OF SAID "TRACT ONE" AND THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 238.91 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE SOUTH LINE OF SAID "TRACT ONE" TRACT AND THE NORTH LINE OF A CALLED 16.02 ACRE TRACT OF LAND DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.);

THENCE SOUTH 89 DEGREES 09 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID 16.02 ACRE TRACT AND THE NORTH LINE OF A CALLED 18.90 ACRE TRACT DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.), A DISTANCE OF 938.73 FEET TO A POINT FOR THE WESTERNMOST NORTHWEST CORNER OF SAID 18.90 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID "TRACT ONE", SAID POINT LYING ON THE EAST LINE OF BLOCK 1, CEDAR HILL ESTATES ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 35, PLAT RECORDS GRAYSON COUNTY, TEXAS;

THENCE NORTH 06 DEGREES 50 MINUTES 18 SECONDS EAST, WITH A WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 1,206.12 FEET TO A 1/2-INCH FIR FOR THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH 89 DEGREES 24 MINUTES 29 SECONDS WEST, WITH A SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 674.40 FEET TO A 1/2-INCH FIR FOR THE SOUTHERNMOST SOUTHWEST CORNER OF SAID "TRACT ONE" AND THE EASTERNMOST SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO MICHAEL S. BLOUNT & BRANDY M. BLOUNT BY SPECIAL WARRANTY DEED RECORDED IN 2010-18802 (D.R.G.C.T.);

THENCE NORTH 01 DEGREES 17 MINUTES 19 SECONDS WEST, DEPARTING THE NORTH LINE OF SAID BLOCK 1, WITH THE WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 681.59 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID "TRACT ONE" AND THE SOUTHWEST CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE NORTH 01 DEGREES 28 MINUTES 38 SECONDS WEST, WITH A WEST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 444.48 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTH 54 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 138.66 FEET TO A POINT FOR CORNER;

THENCE SOUTH 82 DEGREES 54 MINUTES 46 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 92.06 FEET TO A POINT FOR CORNER;

THENCE NORTH 72 DEGREES 17 MINUTES 13 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 63.27 FEET TO A POINT FOR CORNER;

THENCE NORTH 36 DEGREES 59 MINUTES 54 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 77.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 20 DEGREES 43 MINUTES 25 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.49 FEET TO A POINT FOR CORNER;

THENCE SOUTH 39 DEGREES 50 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 40.41 FEET TO A POINT FOR CORNER;

THENCE NORTH 68 DEGREES 10 MINUTES 08 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 37.90 FEET TO A POINT FOR CORNER;

THENCE NORTH 42 DEGREES 09 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.91 FEET TO A POINT FOR CORNER;

THENCE NORTH 85 DEGREES 17 MINUTES 01 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.30 FEET TO A POINT FOR CORNER;

THENCE SOUTH 56 DEGREES 44 MINUTES 58 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;

THENCE NORTH 74 DEGREES 11 MINUTES 40 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.32 FEET TO A POINT FOR CORNER;

THENCE NORTH 23 DEGREES 48 MINUTES 11 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 71.75 FEET TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 48 MINUTES 10 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 27.46 FEET TO A POINT FOR CORNER;

THENCE NORTH 48 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 36 MINUTES 03 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87 DEGREES 17 MINUTES 04 SECONDS EAST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID CREEK, OVER, ACROSS AND UPON SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 59.93 FEET TO A 1/2-INCH CAPPED IRON ROD SATMPED "RPLS 4709" FOUND FOR CORNER;

THENCE NORTH 08 DEGREES 38 MINUTES 06 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 90.27 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 13 DEGREES 21 MINUTES 51 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 72.28 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 03 DEGREES 39 MINUTES 54 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 29.80 FEET TO A 1/2-INCH FIR FOR CORNER, SAID POINT LYING ON A SOUTH LINE OF THAT SAME TRACT OF

LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.) AND ON A NORTH LINE OF SAID SECOND-REFERENCED LONGHORN. LLC TRACT;

THENCE NORTH 36 DEGREES 25 MINUTES 17 SECONDS WEST, OVER, ACROSS AND UPON SAID JANICE DELANO TRACT, A DISTANCE OF 135.06 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 58 DEGREES 50 MINUTES 56 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 55.09 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 88 DEGREES 40 MINUTES 40 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 342.48 FEET TO A 1/2-INCH FIR FOR A COMMON CORNER OF SAID JANICE DELANO TRACT AND THAT SAME TRACT OF LAND DESCRIBED TO JASON ATKINS BY WARRANTY DEED RECORDED IN VOLUME 2117, PAGE 352 (D.R.G.C.T.);

THENCE NORTH 01 DEGREES 19 MINUTES 20 SECONDS WEST, WITH A WEST LINE OF SAID JANICE DELANO TRACT AND AN EAST LINE OF SAID ATKINS TRACT, A DISTANCE OF 397.46 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTH 23 DEGREES 24 MINUTES 04 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 64.27 FEET TO A POINT FOR CORNER;

THENCE NORTH 10 DEGREES 39 MINUTES 25 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 109.85 FEET TO A POINT FOR CORNER;

THENCE NORTH 09 DEGREES 34 MINUTES 20 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.95 FEET TO A POINT FOR CORNER;

THENCE NORTH 50 DEGREES 22 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 55.21 FEET TO A POINT FOR CORNER;

THENCE SOUTH 67 DEGREES 18 MINUTES 19 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 25.80 FEET TO A POINT FOR CORNER;

THENCE SOUTH 29 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.36 FEET TO A POINT FOR CORNER;

THENCE SOUTH 33 DEGREES 46 MINUTES 39 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.41 FEET TO A POINT FOR CORNER;

THENCE NORTH 79 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 42.67 FEET TO A POINT FOR CORNER;

THENCE NORTH 21 DEGREES 27 MINUTES 48 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 115.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 46 DEGREES 13 MINUTES 52 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 95.28 FEET TO A POINT FOR CORNER;

THENCE NORTH 46 DEGREES 55 MINUTES 08 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 80.30 FEET TO A POINT FOR CORNER;

THENCE NORTH 11 DEGREES 08 MINUTES 44 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 96.61 FEET TO A POINT FOR CORNER;

THENCE NORTH 48 DEGREES 12 MINUTES 05 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 83.67 FEET TO A POINT FOR CORNER;

THENCE NORTH 38 DEGREES 57 MINUTES 03 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 30 DEGREES 23 MINUTES 03 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 48.54 FEET TO A POINT FOR CORNER;

THENCE NORTH 07 DEGREES 50 MINUTES 29 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 87.58 FEET TO A POINT FOR CORNER;

THENCE NORTH 26 DEGREES 43 MINUTES 55 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 75.70 FEET TO A POINT FOR CORNER;

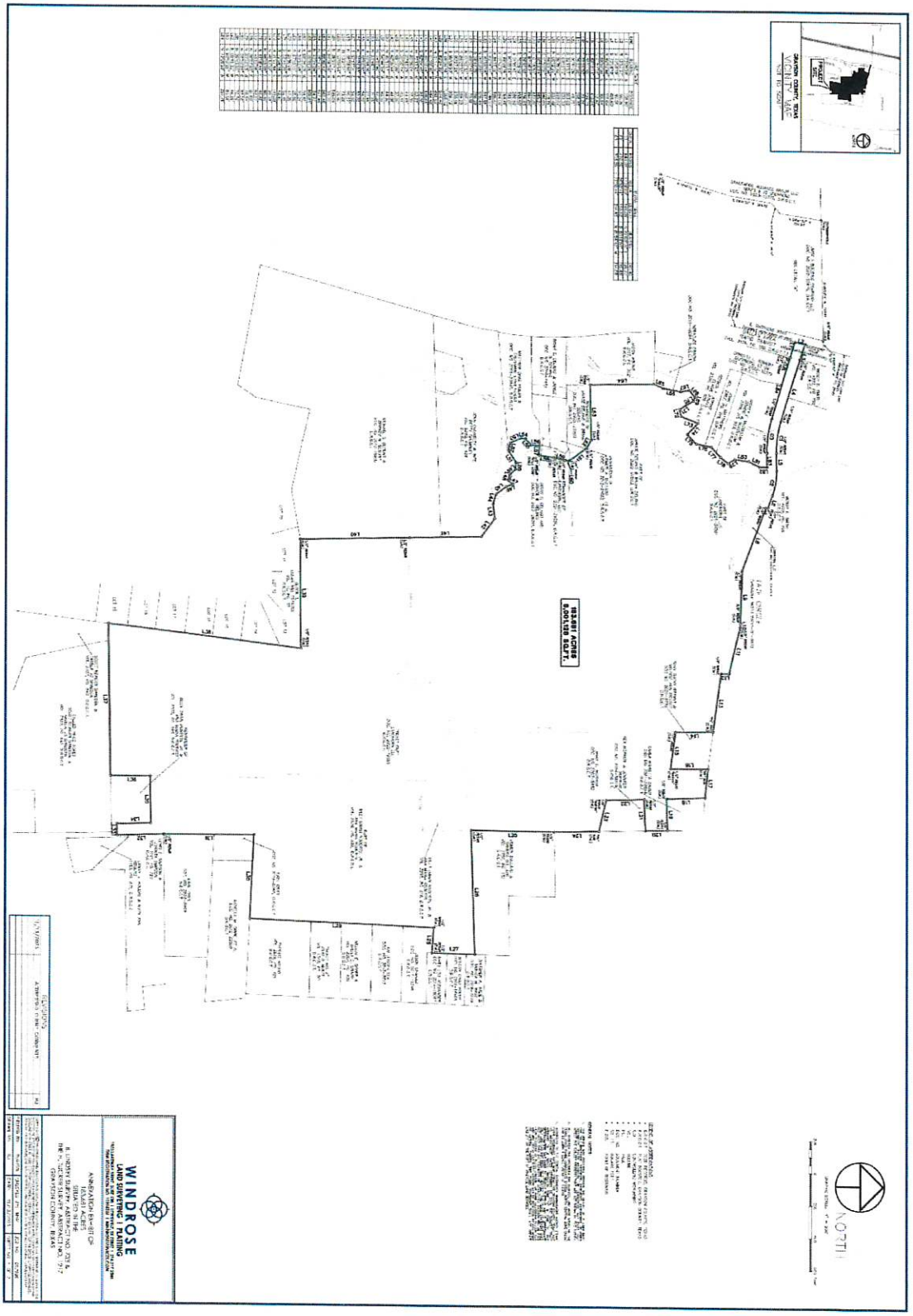
THENCE NORTH 00 DEGREES 41 MINUTES 32 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 46.66 FEET TO A POINT FOR AN INTERIOR "ELL" CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND A NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO MICKEY E. McCOLLUM & BOBBIE A. McCOLLUM BY DEED RECORDED IN VOLUME 2396, PAGE 523 (D.R.G.C.T.), SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE;

THENCE SOUTH 89 DEGREES 18 MINUTES 28 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID McCOLLUM TRACT A DISTANCE OF 85.51 FEET TO A 1/2-INCH FIR FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 703.20 FEET, A CENTRAL ANGLE OF 17 DEGREES 30 MINUTES 44 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 59 MINUTES 43 SECONDS WEST, 214.09 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, WITH THE CURVING SOUTHWEST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 214.93 FEET, TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, THE SOUTH RIGHT-OF-WAY LINE OF SAID

TATE CIRCLE, A DISTANCE OF 397.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 183.681 ACRES OR 8,001,128 SQUARE FEET OF LAND, MORE OR LESS


WINDROSE
LAND SURVEYING | PLANNING
NORTH

DESCRIPTION

BEING A 183.681 ACRE TRACT OF LAND SITUATED IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NUMBER 733 & THE HENRY TUCKER SURVEY, ABSTRACT NUMBER 1217, BEING ALL OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NUMBER 2022-19236 DEED RECORDS, GRAYSON COUNTY, TEXAS (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.),BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-34581, (D.R.G.C.T.), BEING ALL OF THAT TRACT OF LAND DESCRIBED TO JAMIE C. MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2007-5452 (D.R.G.C.T.) BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 2536, PAGE 595 (D.R.G.C.T.) BEING ALL OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 3295, PAGE 918 (D.R.G.C.T.) AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS "TRACT ONE" TO LANDHORN LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-10985 (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO DALLAS AREA RAPID TRANSIT IN CORRECTION DEED RECORDED IN VOLUME 3476, PAGE 150, (D.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012);

BEGINNING AT A 1/2-INCH REBAR FOUND FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO ERNESTO L. ROMERO QUERRERO, ET UX, BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-35372 (D.R.G.C.T.), SAID POINT LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF TATE CIRCLE (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 100.10 FEET TO A POINT FOR CORNER ON THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT AND THE EAST RIGHT-OF-WAY LINE OF EAST SHEPHERD ROAD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT LYING ON THE EAST LINE OF SHERMAN CITY LIMITS, AS DESCRIBED IN CITY OF SHERMAN ORDINANCE NO. 2416;

THENCE, NORTH 13 DEGREES 52 MINUTES 37 SECONDS EAST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, A DISTANCE OF 60.06 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 99.51 FEET TO A 1/2-INCH REBAR FOUND FOR THE WESTERNMOST NORTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, AND LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT;

THENCE, SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, WITH THE NORTH LINE OF SAID TATE CIRCLE, AND THE NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 401.60 FEET TO A 1/2-INCH REBAR FOUND FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 643.20 FEET, A CENTRAL ANGLE OF 17 DEGREES 28 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEGREES 00 MINUTES 19 SECONDS EAST, 195.32 FEET;

THENCE, IN AN EASTERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 196.08 FEET, TO A 1/2-INCH REBAR FOUND FOR CORNER;

THENCE, NORTH 89 DEGREES 19 MINUTES 48 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 111.64 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 20 DEGREES 56 MINUTES 41 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 80 DEGREES 11 MINUTES 53 SECONDS EAST, 152.68 FEET;

THENCE, IN A SOUTHERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 153.53 FEET, TO A POINT FOR CORNER;

THENCE, SOUTH 69 DEGREES 59 MINUTES 02 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 82.64 FEET TO A 1/2-INCH REBAR FOUND FOR CORNER;

THENCE, SOUTH 01 DEGREES 57 MINUTES 18 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 13.42 FEET TO A 1/2-INCH REBAR FOUND FOR CORNER;

THENCE, SOUTH 69 DEGREES 15 MINUTES 13 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 413.28 FEET TO A 1/2-INCH REBAR FOUND FOR CORNER;

THENCE, SOUTH 88 DEGREES 01 MINUTES 40 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 329.75 FEET TO A 5/8-INCH REBAR FOUND FOR CORNER;

THENCE, SOUTH 87 DEGREES 26 MINUTES 53 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 22.21 FEET TO A 5/8-INCH REBAR FOUND FOR CORNER;

THENCE, SOUTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 295.83 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 00 DEGREES 41 MINUTES 36 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 48.70 FEET TO A 1/2-INCH REBAR FOUND FOR THE EASTERNMOST SOUTHEAST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND A NORTH CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE, SOUTH 82 DEGREES 17 MINUTES 07 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT, A DISTANCE OF 363.02 FEET TO A "PK" NAIL FOUND FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO TONY GLENN BRYANT & MELODIE ANN BRYANT BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-9779 (D.R.G.C.T.);

THENCE, SOUTH 00 DEGREES 19 MINUTES 15 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE WITH AN EAST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE WEST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.33 FEET TO A 1/2-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID BRYANT TRACT AND THE WESTERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT;

THENCE, SOUTH 82 DEGREES 16 MINUTES 22 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID BRYANT TRACT, A DISTANCE OF 229.67 FEET TO A 1/2-INCH REBAR CAPPED "SARTIN" FOUND FOR THE SOUTHEAST CORNER OF SAID BRYANT TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE, NORTH 00 DEGREES 12 MINUTES 29 SECONDS WEST, WITH A WEST LINE OF SAID JAMIE MORROW TRACT AND THE EAST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.42 FEET TO A "PK" NAIL FOUND FOR THE NORTHEAST CORNER OF SAID BRYANT TRACT AND THE NORTHERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE;

THENCE, SOUTH 84 DEGREES 05 MINUTES 38 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND A NORTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 179.19 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO CARLA MARIETTA GASEN BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-22654 (D.R.G.C.T.);

THENCE, SOUTH 01 DEGREES 55 MINUTES 01 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID GASEN TRACT, A DISTANCE OF 240.85 FEET TO A 1/2-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID GASEN TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE, NORTH 88 DEGREES 02 MINUTES 24 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID GASEN TRACT, A DISTANCE OF 196.37 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID GASEN TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF BIGGERSTAFF ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 01 DEGREES 15 MINUTES 53 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 137.36 FEET TO A PONT FOR AN EXTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO REX MORROW & WIFE, JENNIFER MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18679 (D.R.G.C.T.);

THENCE, SOUTH 87 DEGREES 28 MINUTES 27 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, WITH THE NORTH LINE OF SAID REX MORROW TRACT AND A SOUTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 194.89 FEET TO A 1/2-INCH REBAR FOUND FOR THE NORTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE, SOUTH 01 DEGREES 45 MINUTES 42 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID REX MORROW TRACT, A DISTANCE OF 236.93 FEET TO A 1/2-INCH REBAR CAPPED "SARTIN" FOUND FOR THE SOUTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE, SOUTH 76 DEGREES 58 MINUTES 10 SECONDS EAST, WITH A SOUTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID REX MORROW TRACT, A DISTANCE OF 198.99 FEET TO A "PK" NAIL FOUND FOR THE SOUTHEAST CORNER OF SAID REX MORROW TRACT, AND A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD;

THENCE, SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 280.90 FEET TO A 1/2-INCH REBAR FOUND FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO HOMER BULLARD & SANDRA BULLARD BY ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 2756, PAGE 132 (D.R.G.C.T.);

THENCE, SOUTH 00 DEGREES 35 MINUTES 54 SECONDS WEST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID BULLARD TRACT, A DISTANCE OF 512.01 FEET TO A 1/2-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID BULLARD TRACT, THE NORTHEAST CORNER OF SAID SECOND REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE, NORTH 88 DEGREES 09 MINUTES 16 SECONDS EAST, WITH THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE SOUTH LINE OF SAID BULLARD TRACT, A DISTANCE OF 764.41 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID BULLARD TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MATTHEW A. WADE & MONICA M. WADE BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018-7279 (D.R.G.C.T.);

THENCE, SOUTH 01 DEGREES 10 MINUTES 29 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID WADE TRACT, THE WEST LINE OF THAT TRACT TRACT OF LAND DESCRIBED TO WELDON CHAD ROPER BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-14405 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MARY LOU ALEXANDER BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18097, A DISTANCE OF 264.00 FEET TO A 1/2-INCH REBAR FOUND FOR AN EXTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO JASON GRAHAM BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-19246 (D.R.G.C.T.);

THENCE, NORTH 86 DEGREES 11 MINUTES 19 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND A NORTH LINE OF SAID GRAHAM TRACT, A DISTANCE OF 156.47 FEET TO A 1/2-INCH REBAR FOUND FOR THE NORTHWEST CORNER OF SAID GRAHAM TRACT;

THENCE, SOUTH 02 DEGREES 16 MINUTES 03 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO KIM JOSEPH LEA BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-16405 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO WILLIAM E. SNAPP & SHEILA D. SNAPP BY GENERAL WARRANTY RECORDED IN VOLUME 2207, PAGE 420 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO JOHN D. MCKEE BY WARRANTY DEED RECORDED IN VOLUME 1348, PAGE 50, THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO PHYLLIS WOODS BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2835, PAGE 421 (D.R.G.C.T.) & A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, TO A POINT FOR CORNER ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO NOVELLA M. CRIPE, ET AL BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012-22099 (D.R.G.C.T.);

THENCE, NORTH 87 DEGREES 06 MINUTES 18 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTH LINE OF SAID NOVELLA CRIPE TRACT, AND THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-6046 (D.R.G.C.T.), A DISTANCE OF 517.18 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID EARL CRIPE TRACT AND AN INTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE, SOUTH 00 DEGREES 00 MINUTES 01 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID EARL CRIPE TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-6909 (D.R.G.C.T.), A DISTANCE OF 570.40 FEET TO A 1/2-INCH REBAR FOUND FOR THE SOUTHWEST CORNER OF SAID SECOND REFERENCED EARL CRIPE TRACT AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO LEWIS E. SIMPSON & JUANITA SIMPSON BY DEED RECORDED IN VOLUME 1191, PAGE 729 (D.R.G.C.T.);

THENCE, SOUTH 01 DEGREES 42 MINUTES 35 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID SIMPSON TRACT, A DISTANCE OF 286.28 FEET TO A POINT FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, DEPARTING THE EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, OVER, ACROSS AND UPON SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 70.01 FEET TO A POINT FOR CORNER;

THENCE, NORTH 01 DEGREES 42 MINUTES 32 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 208.10 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT A DISTANCE OF 289.23 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND ON THE EAST LINE OF SAID "TRACT ONE";

THENCE, SOUTH 00 DEGREES 27 MINUTES 24 SECONDS WEST, WITH THE EAST LINE OF SAID "TRACT ONE" AND THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 238.91 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF A CALLED 16.02 ACRE TRACT OF LAND DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.);

THENCE, SOUTH 89 DEGREES 09 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID 16.02 ACRE TRACT AND THE NORTH LINE OF A CALLED 18.90 ACRE TRACT DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.), A DISTANCE OF 938.73 FEET TO A POINT FOR THE WESTERNMOST NORTHWEST CORNER OF SAID 18.90 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID "TRACT ONE", SAID POINT LYING ON THE EAST LINE OF BLOCK 1, CEDAR HILL ESTATES ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 35, PLAT RECORDS GRAYSON COUNTY, TEXAS;

THENCE, NORTH 06 DEGREES 50 MINUTES 18 SECONDS EAST, WITH A WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 1,206.12 FEET TO A 1/2-INCH REBAR FOUND FOR THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE, SOUTH 89 DEGREES 24 MINUTES 29 SECONDS WEST, WITH A SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 674.40 FEET TO A 1/2-INCH REBAR FOUND FOR THE SOUTHERNMOST SOUTHWEST CORNER OF SAID "TRACT ONE" AND THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO MICHAEL S. BLOUNT & BRANDY M. BLOUNT BY SPECIAL WARRANTY DEED RECORDED IN 2010-18802 (D.R.G.C.T.);

THENCE, NORTH 01 DEGREES 17 MINUTES 19 SECONDS WEST, DEPARTING THE NORTH LINE OF SAID BLOCK 1, WITH THE WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 681.59 FEET TO A 1/2-INCH REBAR FOUND FOR THE NORTHWEST CORNER OF SAID "TRACT ONE" AND THE SOUTHWEST CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE, NORTH 01 DEGREES 28 MINUTES 38 SECONDS WEST, WITH A WEST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 444.48 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE, NORTH 54 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 138.66 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 82 DEGREES 54 MINUTES 46 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 92.06 FEET TO A POINT FOR CORNER;

THENCE, NORTH 72 DEGREES 17 MINUTES 13 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 83.27 FEET TO A POINT FOR CORNER;

THENCE, NORTH 36 DEGREES 59 MINUTES 54 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 77.39 FEET TO A POINT FOR CORNER;

THENCE, NORTH 20 DEGREES 43 MINUTES 25 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.49 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 39 DEGREES 50 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 40.41 FEET TO A POINT FOR CORNER;

THENCE, NORTH 68 DEGREES 10 MINUTES 08 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 37.90 FEET TO A POINT FOR CORNER;

THENCE, NORTH 42 DEGREES 09 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.91 FEET TO A POINT FOR CORNER;

THENCE, NORTH 85 DEGREES 17 MINUTES 01 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.30 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 56 DEGREES 44 MINUTES 58 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;

THENCE, NORTH 74 DEGREES 11 MINUTES 40 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.32 FEET TO A POINT FOR CORNER;

THENCE, NORTH 23 DEGREES 48 MINUTES 11 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 71.75 FEET TO A POINT FOR CORNER;

THENCE, NORTH 02 DEGREES 48 MINUTES 10 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 27.66 FEET TO A POINT FOR CORNER;

THENCE, NORTH 48 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.57 FEET TO A POINT FOR CORNER;

THENCE, NORTH 02 DEGREES 36 MINUTES 03 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 87 DEGREES 17 MINUTES 04 SECONDS EAST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID CREEK, OVER, ACROSS AND UPON SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 59.93 FEET TO A 1/2-INCH REBAR CAPPED "RPLS 4709" FOUND FOR CORNER;

THENCE, NORTH 08 DEGREES 38 MINUTES 06 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 90.27 FEET TO A 1/2-INCH REBAR FOUND FOR CORNER;

THENCE, NORTH 13 DEGREES 21 MINUTES 51 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 72.28 FEET TO A 1/2-INCH REBAR FOUND FOR CORNER;

THENCE, NORTH 03 DEGREES 39 MINUTES 54 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 29.80 FEET TO A 1/2-INCH REBAR FOUND FOR CORNER; SAID POINT LYING ON A SOUTH LINE OF THAT SAME TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.) AND ON A NORTH LINE OF SAID SECOND-REFERENCED LONGHORN. LLC TRACT;

THENCE, NORTH 36 DEGREES 25 MINUTES 17 SECONDS WEST, OVER, ACROSS AND UPON SAID JANICE DELANO TRACT, A DISTANCE OF 156.52 FEET TO A POINT FOR CORNER;

THENCE, NORTH 58 DEGREES 50 MINUTES 56 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 55.09 FEET TO A 1/2-INCH REBAR FOUND FOR CORNER;

THENCE, SOUTH 88 DEGREES 40 MINUTES 40 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 342.48 FEET TO A 1/2-INCH REBAR FOUND FOR A COMMON CORNER OF SAID JANICE DELANO TRACT AND THAT SAME TRACT OF LAND DESCRIBED TO JASON ATKINS BY WARRANTY DEED RECORDED IN VOLUME 2117, PAGE 352 (D.R.G.C.T.);

THENCE, NORTH 01 DEGREES 19 MINUTES 20 SECONDS WEST, WITH A WEST LINE OF SAID JANICE DELANO TRACT AND AN EAST LINE OF SAID ATKINS TRACT, A DISTANCE OF 397.46 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE, NORTH 23 DEGREES 24 MINUTES 04 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 64.27 FEET TO A POINT FOR CORNER;

THENCE, NORTH 10 DEGREES 39 MINUTES 25 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 109.85 FEET TO A POINT FOR CORNER;

THENCE, NORTH 09 DEGREES 34 MINUTES 20 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.95 FEET TO A POINT FOR CORNER;

THENCE, NORTH 50 DEGREES 22 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 55.21 FEET TO A POINT FOR CORNER;

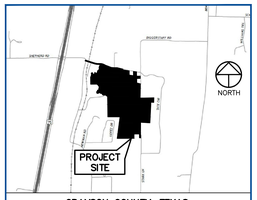
THENCE, SOUTH 67 DEGREES 18 MINUTES 19 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 25.80 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 29 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.36 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 33 DEGREES 46 MINUTES 39 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.41 FEET TO A POINT FOR CORNER;

THENCE, NORTH 79 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 42.67 FEET TO A POINT FOR CORNER;

THENCE, NORTH 21 DEGREES 27 M



GRAYSON COUNTY, TEXAS

VICINITY MAP

NOT TO SCALE



NORTH

GRAPHIC SCALE: 1" = 200'

200 0 200 400 600 Feet

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 73°09'29" W	100.10'
L2	N 13°52'37" E	60.06'
L3	S 73°08'19" E	99.51'
L4	S 73°08'19" E	401.60'
L5	N 89°19'48" E	111.64'
L6	S 69°59'02" E	82.64'
L7	S 01°57'18" E	13.42'
L8	S 69°15'13" E	413.28'
L9	S 88°01'40" E	329.75'
L10	S 87°28'53" E	22.21'
L11	S 76°37'05" E	295.83'
L12	S 00°41'36" E	48.70'
L13	S 82°17'07" E	363.02'
L14	S 00°19'15" E	233.33'
L15	S 82°16'22" E	229.67'
L16	N 00°12'29" W	233.42'
L17	S 84°05'38" E	179.19'
L18	S 01°55'01" E	240.85'
L19	N 88°02'24" E	196.37'
L20	S 01°15'53" E	137.36'
L21	S 87°28'27" W	194.88'
L22	S 01°45'42" E	236.93'
L23	S 76°58'10" E	198.99'
L24	S 01°11'45" E	280.90'
L25	S 00°35'54" W	512.01'
L26	N 88°09'16" E	764.41'
L27	S 01°10'29" W	264.00'
L28	N 86°11'19" W	156.47'
L29	S 02°16'03" W	1,148.97'
L30	N 87°06'18" W	517.18'
L31	S 00°00'01" E	570.40'
L32	S 01°42'35" E	286.28'
L33	S 89°07'15" W	70.01'
L34	N 01°42'32" W	208.10'
L35	S 89°07'15" W	289.23'
L36	S 00°27'24" W	238.91'
L37	S 89°09'50" W	938.73'
L38	N 06°50'18" E	1,206.12'
L39	S 89°24'29" W	674.40'
L40	N 01°17'19" W	681.59'
L41	N 01°28'38" W	444.48'
L42	N 54°10'44" W	138.66'
L43	S 82°54'46" W	92.06'
L44	N 72°17'13" W	63.27'
L45	N 36°59'54" W	77.39'
L46	N 20°43'25" W	44.49'
L47	S 39°50'44" W	40.41'
L48	N 68°10'08" W	37.90'
L49	N 42°09'44" W	44.91'
L50	N 85°17'01" W	44.30'
L51	S 56°44'58" W	89.02'
L52	N 74°11'40" W	47.32'
L53	N 23°48'11" W	71.75'
L54	N 02°48'10" E	27.46'
L55	N 48°06'05" E	54.57'
L56	N 02°36'03" E	52.20'
L57	S 87°17'04" E	59.93'
L58	N 08°38'06" E	90.27'
L59	N 13°21'51" E	72.28'
L60	N 03°39'54" E	29.80'
L61	N 36°25'17" W	135.06'
L62	N 58°50'56" W	55.09'
L63	S 88°40'40" W	342.48'
L64	N 01°19'20" W	397.46'
L65	N 23°24'04" E	64.27'
L66	N 10°39'25" E	109.85'
L67	N 09°34'20" W	54.95'
L68	N 50°22'18" E	55.21'
L69	S 67°18'19" E	25.80'
L70	S 29°10'00" E	47.36'
L71	S 33°46'39" E	52.41'
L72	N 79°58'18" E	42.67'
L73	N 21°27'48" E	115.02'
L74	S 46°13'52" E	95.28'
L75	N 46°55'08" E	80.30'
L76	N 11°08'44" E	96.61'
L77	N 48°12'05" E	83.67'
L78	N 38°57'03" E	61.00'
L79	N 30°23'03" W	48.54'
L80	N 07°50'29" E	87.58'
L81	N 26°43'55" E	75.70'
L82	N 00°41'32" W	46.66'
L83	S 89°18'28" W	85.51'
L84	N 73°09'29" W	397.71'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	643.20'	17°28'00"	196.08'	S 82°00'15" E	195.32'
C2	420.00'	20°56'41"	153.53'	S 80°11'53" E	152.68'
C3	703.20'	17°30'44"	214.93'	N 81°59'43" W	214.09'

LEGEND OF ABBREVIATIONS

- D.R.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS
- P.R.G.C.T. PLAT RECORDS, GRAYSON COUNTY, TEXAS
- C.M. CONTROLLING MONUMENT
- VOL. VOLUME
- PG. PAGE
- DOC. NO. DOCUMENT NUMBER
- SQ. FT. SQUARE FEET
- P.O.B. POINT OF BEGINNING

GENERAL NOTES:

1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS, AGREEMENTS, OR OTHER DOCUMENTS, EITHER RECORDED, OR UNRECORDED MAY EXIST THAT AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.
2. ALL BEARINGS AND DISTANCES ARE SURFACE, AND WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NAD 83 USING A SCALE FACTOR OF 1.00012.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR GRAYSON COUNTY, TEXAS, MAP NO. 48181C0425F, DATED SEPTEMBER 26, 2012, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X" & ZONE "A". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE. NO ON-THE-GROUND SURVEY HAS BEEN FIELD VERIFIED. THIS STATEMENT DOES NOT IMPLY THAT THE SUBJECT PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.

REVISIONS		
11/13/2023	ADDRESSED CLIENT COMMENTS	BJ

WINDROSE
LAND SURVEYING | PLATTING
1955 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 75057 | 214.217.2544
FIRM REGISTRATION NO. 10194331 | WINDROSESERVICES.COM

ANNEXATION EXHIBIT OF
183.681 ACRES
SITUATED IN THE
B. LINDSEY SURVEY, ABSTRACT NO. 733 &
THE H. TUCKER SURVEY, ABSTRACT NO. 1217
GRAYSON COUNTY, TEXAS

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FIELDED BY:	BLG/DW	CHECKED BY: MNP	JOB NO. D57926
DRAWN BY:	BJ	DATE: 11/13/2023	SHEET NO. 1 OF 2

March 4, 2026

Amber Doan
Engineering Coordinator
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

Dear Mrs. Doan,

We are requesting annexation to the City of Sherman so that we can receive City services including but not limited to water and sewer. Please see the following information for Sherman Lakes JV, LLC and the included Operating Agreement and Survey Boundary.

Property Owner Information:
Sherman Lakes JV, LLC
12645 Birmingham Highway
Alpharetta, GA 30004

Will Stolz
404-550-0084
will@stolzpartners.com

Stacey Capogrossi
678-656-1047
stacey@stolzparters.com

Property Identifier:
Parcel 1: 128709, 3.42 acres, Tate Circle
Parcel 2: 128820, 17.3 acres, 1101 Stark Lane
Parcel 3: 128733, 162.82 acres, Tate Circle
Nearest Intersection: Tate Circle and Biggerstaff Road

Sincerely,

I. William Stolz

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. E.4.

Meeting Date: 7/6/2026

Prepared By: Rob Rae, Developmental Services Director

Approved By: Zachary Flores, City Manager

Caption:
INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6949

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 183.681± Acres, Situated In The Benjamin Lindsey Survey, Abstract No. 733, And The Henry Tucker Survey, Abstract No. 1217, City Of Sherman, Grayson County, Texas, Generally Located In The 1501 Block Of Tate Circle, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The PD (Planned Development) Of Sherman Lakes With Base Zoning Districts Of R-TH (Townhome) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District And R-6 (Single Family Residential) District; Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Issue:
Consideration of an Appeal for a Zone Change for 183.681 acres of land located in the 1501 Block Tate Circle from R-A (Residential Agricultural) District to PD (Planned Development) District for Sherman Lakes.

Background:
The property is located at 1501 Block Tate Circle. The property owner is requesting a Zone Change from R-A (Residential Agricultural) District to a PD (Planned Development) District for Sherman Lakes Development. An application for annexation has also been received for this property to be annexed into the Sherman City Limits.

This item was heard at the April 21, 2026 P&Z meeting. The item was tabled to allow the applicant the opportunity to adjust the proposed lot mix.

This item was heard at the May 19, 2026 P&Z meeting, where the P&Z commission denied the request.

On May 29, 2026, the City received an appeal request from the applicant to the City Council regarding the Planning and Zoning Commission's decision.

The applicant has submitted a revised zoning exhibit that includes the following changes:

- Included a 20-foot landscape buffer along the east and south property lines as demonstrated in Exhibit C.
- Provided 40, 80' x 110' lots on the perimeter of the development abutting the existing acreage properties.

Capital Improvement Program:
N/A

Origination:
The request of Sherman Lakes JV, LLC (Owner), Stacey Capogrossi (Applicant) and Windrose Land Surveying (Surveyor).

Financial Consideration:
None.

Staff Recommendation:
At the May 19, 2026, regular meeting, the Planning and Zoning Commission voted 6/0 to deny the request. The affirmative vote of at least three-fourths (3/4ths) of all the members of the city council is required to overrule a recommendation of the Planning and Zoning Commission.

Alternatives:
The City Council could deny the request.

Attachments:
1. Ordinance No. 6949
2. Exhibit A - Survey and Legal Description
3. Exhibit B - Development Standards
4. Exhibit C - Zoning Exhibit
5. Location Map
6. Future Landuse Map
7. PROPERTY NOTICE SIGN
8. Sherman Lakes JV Appeal Letter

ORDINANCE NO. 6949

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SHERMAN'S ZONING ORDINANCE/CODE OF ORDINANCES CHAPTER 14, TO REZONE A TRACT OF LAND CONSISTING OF 183.681± ACRES, SITUATED IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NO. 733, AND THE HENRY TUCKER SURVEY, ABSTRACT NO. 1217, CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, GENERALLY LOCATED IN THE 1501 BLOCK OF TATE CIRCLE, HERETOFORE ZONED R-A (RESIDENTIAL AGRICULTURAL) DISTRICT; REZONING AND PLACING THE TRACT IN THE PD (PLANNED DEVELOPMENT) OF SHERMAN LAKES WITH BASE ZONING DISTRICTS OF R-TH (TOWNHOME) DISTRICT, R-4 (SINGLE FAMILY RESIDENTIAL) DISTRICT, R-5 (SINGLE FAMILY RESIDENTIAL) DISTRICT AND R-6 (SINGLE FAMILY RESIDENTIAL) DISTRICT; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00; PROVIDING A REPEALING/SAVINGS CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, the Planning and Zoning Commission and the City Council, in accordance with the state law and the ordinances of the City of Sherman, have given the required notices and have held the required public hearings regarding this proposed rezoning case; and

WHEREAS, the City Council finds that rezoning the property as described in this Ordinance is in accordance with the Comprehensive Plan and will complement or be compatible with the surrounding uses and community facilities; contribute to, enhance, or promote the welfare of the area of request and adjacent properties; not be detrimental to the public health, safety, or general welfare; and conform in all other respects to all applicable zoning regulations and standards; and

WHEREAS, the City Council finds that it is in the public interest to rezone the property as described in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That, from and after the effective date of this Ordinance, the property described in **Exhibit A – Survey and Legal Description**, attached hereto (the "Property"), generally located in the 1501 block of Tate Circle, and all streets, roads and alleyways contiguous and/or adjacent thereto, is rezoned and placed in the zoning classification of PD (Planned Development) of Sherman Lakes and that Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, is hereby amended so as to hereafter include the Property.

The development plans, standards and uses for the Property shall conform to and comply with the standards, rules and regulations for development and use of land within the Planned Development District zoning classification. The Property shall be developed and used in compliance with the additional requirements as set forth and/or depicted herein and in the following exhibits, each of which are attached hereto and incorporated herein by reference for all purposes:

- Exhibit B – Development Standards, and
- Exhibit C – Zoning Exhibit.

The Property shall be developed in compliance with the standards set forth herein, in Exhibit B and Exhibit C and all other ordinances, rules and regulations of Sherman, as they currently exist, may be amended or in the future arising. To the extent that any of the exhibits attached hereto are in conflict with the provisions of this Ordinance or one another, the provisions of this Ordinance, then the provisions of Exhibit B and Exhibit C shall prevail in that order.

SECTION 2. That this Ordinance shall be entered upon the Official Zoning Map as provided in Sherman's Zoning Ordinance/Code of Ordinances, Chapter 14, Section 14.01.002.

SECTION 3. That no person shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

SECTION 4. That it shall be unlawful for any person to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person to construct on the Property any building that is not in conformity with the permissible uses under this Ordinance. Any person violating any provision of this Ordinance or the General Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding TWO THOUSAND AND NO/100 DOLLARS ($2,000.00). A violation of any provision of this Ordinance shall constitute a separate violation for each calendar day in which it occurs. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 5. That the Zoning Ordinance shall remain in full force and effect, save and except as amended by this or any other ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. That in the event any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each

section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 7. That it is hereby officially found and determined that the meetings at which this Ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 8. That this Ordinance shall become effective from and after its adoption and publication as required by law and the City Charter.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS.

INTRODUCED on this the 6th day of July 2026.

ADOPTED on this the 6th day of July 2026.

EFFECTIVE DATE on this the 6th day of July 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

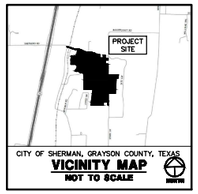
ATTEST:

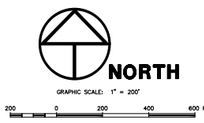
BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY,
ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A - SURVEY & LEGAL DESCRIPTION





GENERAL NOTES

1. THIS DOCUMENT IS PREPARED UNDER 22 TAC 663.21, 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 IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE. THEREFORE, EASEMENTS, AGREEMENTS, OR OTHER DOCUMENTS, EITHER RECORDED, OR UNRECORDED MAY EXIST THAT AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.
3. ALL BEARINGS AND DISTANCES ARE SURFACE, AND WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) NAD 83 USING A SCALE FACTOR OF 1.00012.
4. ALL TRACTS SHOWN AND THEIR RESPECTIVE LEGAL DESCRIPTIONS WERE PREPARED BY OTHERS.

DESCRIPTION

BEING A 183.681 ACRE OR 8,001,128 SQUARE FEET TRACT OF LAND SITUATED IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NUMBER 733 & THE HENRY TUCKER SURVEY, ABSTRACT NUMBER 1217, BEING ALL OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NUMBER 2022-19236 DEED RECORDS, GRAYSON COUNTY, TEXAS (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.),BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-34581, (D.R.G.C.T.), BEING ALL OF THAT TRACT OF LAND DESCRIBED TO JANE C. MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2007-5452 (D.R.G.C.T.) BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 2536, PAGE 595 (D.R.G.C.T.) BEING ALL OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 3395, PAGE 918 (D.R.G.C.T.) AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS "TRACT ONE" TO LANDHORN LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-10985 (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO DALLAS AREA RAPID TRANSIT IN CORRECTION DEED RECORDED IN VOLUME 3476, PAGE 150, (D.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012):

BEGINNING AT A 1/2-INCH IRON ROD FOUND (1/2-INCH FIR) FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO ERNESTO L. RIVERO GUERRERO, ET UX BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-35372 (D.R.G.C.T.), SAID POINT LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF TATE CIRCLE (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 100.10 FEET TO A POINT FOR CORNER ON THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT AND THE EAST RIGHT-OF-WAY LINE OF EAST SHEPHERD ROAD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT LYING ON THE EAST LINE OF SHERMAN CITY LIMITS, AS DESCRIBED IN CITY OF SHERMAN ORDINANCE NO. 2416;

THENCE NORTH 13 DEGREES 52 MINUTES 37 SECONDS EAST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, A DISTANCE OF 60.06 FEET TO A POINT FOR CORNER;

THENCE SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 99.51 FEET TO A 1/2-INCH FIR FOR THE WESTERNMOST NORTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, AND LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT;

THENCE SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 401.60 FEET TO A 1/2-INCH FIR FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 643.00 FEET; A CENTRAL ANGLE OF 17 DEGREES 28 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEGREES 00 MINUTES 15 SECONDS EAST, 195.52 FEET;

THENCE IN AN EASTERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 196.08 FEET, TO A 1/2-INCH FIR FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 19 MINUTES 48 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 111.64 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET; A CENTRAL ANGLE OF 20 DEGREES 11 MINUTES 53 SECONDS EAST, 152.68 FEET;

THENCE IN A SOUTHERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 153.53 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 69 DEGREES 59 MINUTES 02 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 82.64 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 01 DEGREES 57 MINUTES 18 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 13.42 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 69 DEGREES 15 MINUTES 13 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 413.28 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 88 DEGREES 01 MINUTES 40 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 329.75 FEET TO A 5/8-INCH FIR FOR CORNER;

THENCE SOUTH 87 DEGREES 26 MINUTES 53 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 22.21 FEET TO A 5/8-INCH FIR FOR CORNER;

THENCE SOUTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 295.83 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 41 MINUTES 36 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 48.70 FEET TO A 1/2-INCH FIR FOR THE EASTERNMOST SOUTHEAST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND A NORTH CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE SOUTH 82 DEGREES 17 MINUTES 07 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT, A DISTANCE OF 363.02 FEET TO A "PK" NAIL FOUND FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO TONY GLENN BRYANT & MELODIE ANN BRYANT BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-9779 (D.R.G.C.T.);

THENCE SOUTH 00 DEGREES 19 MINUTES 15 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE WEST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.33 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID BRYANT TRACT AND THE WESTERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 82 DEGREES 18 MINUTES 22 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID BRYANT TRACT, A DISTANCE OF 229.67 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "SARTIN" FOUND FOR THE SOUTHEAST CORNER OF SAID BRYANT TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE NORTH 00 DEGREES 12 MINUTES 29 SECONDS WEST, WITH A WEST LINE OF SAID JAMIE MORROW TRACT AND THE EAST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.42 FEET TO A "PK" NAIL FOUND FOR THE NORTHEAST CORNER OF SAID BRYANT TRACT AND THE NORTHERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE;

THENCE SOUTH 84 DEGREES 05 MINUTES 38 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND A NORTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 179.19 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO CARLA MARETTA GASEN BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-22654 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 55 MINUTES 01 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID GASEN TRACT, A DISTANCE OF 240.85 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID GASEN TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE NORTH 88 DEGREES 02 MINUTES 24 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID GASEN TRACT, A DISTANCE OF 196.37 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID GASEN TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF BIGGERSTAFF ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 01 DEGREES 15 MINUTES 53 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 137.36 FEET TO A POINT FOR AN EXTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO REX MORROW & WIFE, JENNIFER MORROW BY DEED RECORDED IN DOCUMENT NUMBER 2014-18679 (D.R.G.C.T.);

THENCE SOUTH 87 DEGREES 28 MINUTES 27 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, WITH THE NORTH LINE OF SAID REX MORROW TRACT AND A SOUTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 194.88 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 01 DEGREES 45 MINUTES 42 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID REX MORROW TRACT, A DISTANCE OF 236.93 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "SARTIN" FOUND FOR THE SOUTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 76 DEGREES 58 MINUTES 10 SECONDS EAST, WITH A SOUTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID REX MORROW TRACT, A DISTANCE OF 198.99 FEET TO A "PK" NAIL FOUND FOR THE SOUTHEAST CORNER OF SAID REX MORROW TRACT, AND A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD;

THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 280.90 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO HOMER BULLARD & SANDRA BULLARD BY ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 2756, PAGE 132 (D.R.G.C.T.);

THENCE SOUTH 00 DEGREES 35 MINUTES 54 SECONDS WEST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID BULLARD TRACT, A DISTANCE OF 512.01 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID BULLARD TRACT, THE NORTHEAST CORNER OF SAID SECOND REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE NORTH 88 DEGREES 09 MINUTES 16 SECONDS EAST, WITH THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE SOUTH LINE OF SAID BULLARD TRACT, A DISTANCE OF 764.41 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID BULLARD TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MATTHEW A. WADE & MONICA M. WADE BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018-7279 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 10 MINUTES 29 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID WADE TRACT, THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO WELDON CHAD ROPER BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-14405 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MARY LOU ALEXANDER BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18097 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO WILLIAM E. SNAPP & SHEILA D. SNAPP BY GENERAL WARRANTY RECORDED IN VOLUME 2207, PAGE 420 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED AS "TRACT NO. 2" TO JOHN D. MUNOZ BY WARRANTY DEED RECORDED IN VOLUME 1348, PAGE 50, THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO PHYLLIS WOODS BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2835, PAGE 421 (D.R.G.C.T.) A DISTANCE OF 1,146.87 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO NOVELLA M. CRIPE, ET AL BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012-22099 (D.R.G.C.T.);

THENCE NORTH 89 DEGREES 08 MINUTES 19 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTH LINE OF SAID NOVELLA CRIPE TRACT, AND THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-6046 (D.R.G.C.T.), A DISTANCE OF 517.18 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID EARL CRIPE TRACT AND AN INTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID EARL CRIPE TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-6909 (D.R.G.C.T.), A DISTANCE OF 670.40 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID SECOND REFERENCED EARL CRIPE TRACT AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO LEWIS E. SIMPSON & JUANITA SIMPSON BY DEED RECORDED IN VOLUME 1191, PAGE 729 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 42 MINUTES 30 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID SIMPSON TRACT, A DISTANCE OF 286.28 FEET TO A POINT FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, DEPARTING THE EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, OVER, ACROSS AND UPON SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 70.01 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREES 42 MINUTES 32 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 208.10 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 289.23 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND ON THE EAST LINE OF SAID "TRACT ONE";

THENCE SOUTH 00 DEGREES 27 MINUTES 24 SECONDS WEST, WITH THE EAST LINE OF SAID "TRACT ONE" AND THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 238.91 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE SOUTH LINE OF SAID "TRACT ONE" TRACT AND THE NORTH LINE OF A CALLED 16.02 ACRE TRACT OF LAND DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.);

THENCE SOUTH 89 DEGREES 09 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID A CALLED 16.02 ACRE TRACT DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.), A DISTANCE OF 1,358.73 FEET TO A POINT FOR THE WESTERNMOST NORTHWEST CORNER OF SAID A CALLED 16.90 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID "TRACT ONE", SAID POINT LYING ON THE EAST LINE OF BLOCK 1, CEDAR HILL ESTATES ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 35, PLAT RECORDS GRAYSON COUNTY, TEXAS;

THENCE NORTH 06 DEGREES 50 MINUTES 18 SECONDS EAST, WITH A WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 1,206.12 FEET TO A 1/2-INCH FIR FOR THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH 89 DEGREES 24 MINUTES 29 SECONDS WEST, WITH A SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 674.40 FEET TO A 1/2-INCH FIR FOR THE SOUTHERNMOST SOUTHWEST CORNER OF SAID "TRACT ONE" AND THE EASTERNMOST SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO MICHAEL S. BLOUNT & BRANDY M. BLOUNT BY SPECIAL WARRANTY DEED RECORDED IN 2010-18802 (D.R.G.C.T.);

THENCE NORTH 01 DEGREES 17 MINUTES 19 SECONDS WEST, DEPARTING THE NORTH LINE OF SAID BLOCK 1, WITH THE WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 681.59 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID "TRACT ONE" AND THE SOUTHWEST CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE NORTH 01 DEGREES 28 MINUTES 38 SECONDS WEST, WITH A WEST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 444.48 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTH 54 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 138.66 FEET TO A POINT FOR CORNER;
THENCE NORTH 82 DEGREES 54 MINUTES 46 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 92.06 FEET TO A POINT FOR CORNER;
THENCE NORTH 72 DEGREES 17 MINUTES 13 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 63.27 FEET TO A POINT FOR CORNER;
THENCE NORTH 38 DEGREES 59 MINUTES 54 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 77.39 FEET TO A POINT FOR CORNER;
THENCE NORTH 20 DEGREES 43 MINUTES 25 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.49 FEET TO A POINT FOR CORNER;
THENCE NORTH 39 DEGREES 50 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 40.41 FEET TO A POINT FOR CORNER;
THENCE NORTH 68 DEGREES 10 MINUTES 08 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 37.90 FEET TO A POINT FOR CORNER;
THENCE NORTH 42 DEGREES 09 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.91 FEET TO A POINT FOR CORNER;
THENCE NORTH 85 DEGREES 17 MINUTES 01 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.30 FEET TO A POINT FOR CORNER;
THENCE SOUTH 56 DEGREES 44 MINUTES 58 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;
THENCE NORTH 74 DEGREES 11 MINUTES 40 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.32 FEET TO A POINT FOR CORNER;
THENCE NORTH 23 DEGREES 48 MINUTES 11 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 71.75 FEET TO A POINT FOR CORNER;
THENCE NORTH 02 DEGREES 48 MINUTES 10 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 27.46 FEET TO A POINT FOR CORNER;
THENCE NORTH 48 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.57 FEET TO A POINT FOR CORNER;
THENCE NORTH 02 DEGREES 36 MINUTES 03 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87 DEGREES 17 MINUTES 04 SECONDS EAST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID CREEK, OVER, ACROSS AND UPON SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 59.93 FEET TO A 1/2-INCH CAPPED IRON ROD SATMPED "RPLS 4709" FOUND FOR CORNER;

THENCE NORTH 08 DEGREES 38 MINUTES 06 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 90.27 FEET TO A 1/2-INCH FIR FOR CORNER;
THENCE NORTH 13 DEGREES 21 MINUTES 51 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 72.28 FEET TO A 1/2-INCH FIR FOR CORNER;
THENCE NORTH 03 DEGREES 39 MINUTES 54 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 29.80 FEET TO A 1/2-INCH FIR FOR CORNER, SAID POINT LYING ON A SOUTH LINE OF THAT SAME TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANT DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.) AND ON A NORTH LINE OF SAID SECOND-REFERENCED LONGHORN, LLC TRACT;
THENCE NORTH 36 DEGREES 25 MINUTES 17 SECONDS WEST, OVER, ACROSS AND UPON SAID JANICE DELANO TRACT, A DISTANCE OF 135.06 FEET TO A 1/2-INCH FIR FOR CORNER;
THENCE NORTH 58 DEGREES 50 MINUTES 56 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 55.09 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 88 DEGREES 40 MINUTES 40 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 342.48 FEET TO A 1/2-INCH FIR FOR A COMMON CORNER OF SAID JANICE DELANO TRACT AND THAT SAME TRACT OF LAND DESCRIBED TO JASON ATKINS BY WARRANTY DEED RECORDED IN VOLUME 2117, PAGE 352 (D.R.G.C.T.);

THENCE NORTH 01 DEGREES 19 MINUTES 20 SECONDS WEST, WITH A WEST LINE OF SAID JANICE DELANO TRACT AND AN EAST LINE OF SAID ATKINS TRACT, A DISTANCE OF 397.46 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTH 23 DEGREES 24 MINUTES 04 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 64.27 FEET TO A POINT FOR CORNER;
THENCE NORTH 10 DEGREES 38 MINUTES 25 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 109.85 FEET TO A POINT FOR CORNER;
THENCE NORTH 09 DEGREES 34 MINUTES 20 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.95 FEET TO A POINT FOR CORNER;
THENCE NORTH 50 DEGREES 22 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 55.21 FEET TO A POINT FOR CORNER;
THENCE SOUTH 67 DEGREES 18 MINUTES 19 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 25.80 FEET TO A POINT FOR CORNER;
THENCE SOUTH 39 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.36 FEET TO A POINT FOR CORNER;
THENCE SOUTH 33 DEGREES 46 MINUTES 39 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.41 FEET TO A POINT FOR CORNER;
THENCE NORTH 79 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 42.87 FEET TO A POINT FOR CORNER;
THENCE NORTH 21 DEGREES 27 MINUTES 48 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 115.02 FEET TO A POINT FOR CORNER;

EXHIBIT B - DEVELOPMENT STANDARDS

The design, development and use of the Property shall comply with this Ordinance, Sherman's Zoning Ordinance, the Zoning Exhibit, attached hereto as Exhibit C, and the following development standards:

A. Base District:

The Property shall be developed and used in accordance with the regulations applicable to the R-6 (Single-family Residential) district, R-5 (Single-family Residential) district, R-4 (Patio Home Residential) district, and the R-TH (Townhome Residential) district of the Zoning Ordinance, as it exists or may be amended, except as indicated as follows:

B. Use Chart:

All lawful land uses permitted under the R-6 (Single-family Residential) district, R-5 (Single-family Residential) district, R-4 (Patio Home Residential) district, and the R-TH (Townhome Residential) district shall be allowed, except that the following land uses also shall be permitted by right, notwithstanding any statement to the contrary in the Zoning Ordinance, as it exists or may be amended:

C. Land Use and Zoning Classification Table:

DISTRICT	LOT MIX
R-6 (Single-family Residential) District	**81 lots (12.8%)**
R-5 (Single-family Residential) District	**198 lots (31.4%)**
R-4 (Patio Home Residential) District	**197 lots (31.2%)**
R-TH (Townhome Residential) District	**155 lots (24.6%)**
Total:	**631 lots**

D. District Regulations:

Single-family Residential District Standards:

Single-family Residential Development shall follow the regulations in the following district regulations as it exists or may be amended:

R-6 (Single-family Residential) District:

Minimum requirements for lot area, width, and setback.

- Rear setback: 15'
- **Lots along the east and south portion of the development shall be no less than 80' wide as depicted in Exhibit C.**

R-5 (Single-family Residential) District:

Minimum requirements for lot area, width and setback.

- Rear setback: 10'

R-4 (Patio Home Residential) District:

Minimum requirements for lot area, width and setback.

- Lot area: 4,500 sq. ft.
- Lot width: 45'
- Lot depth: 100'
- Front setback: 20'
- Rear setback: 10'

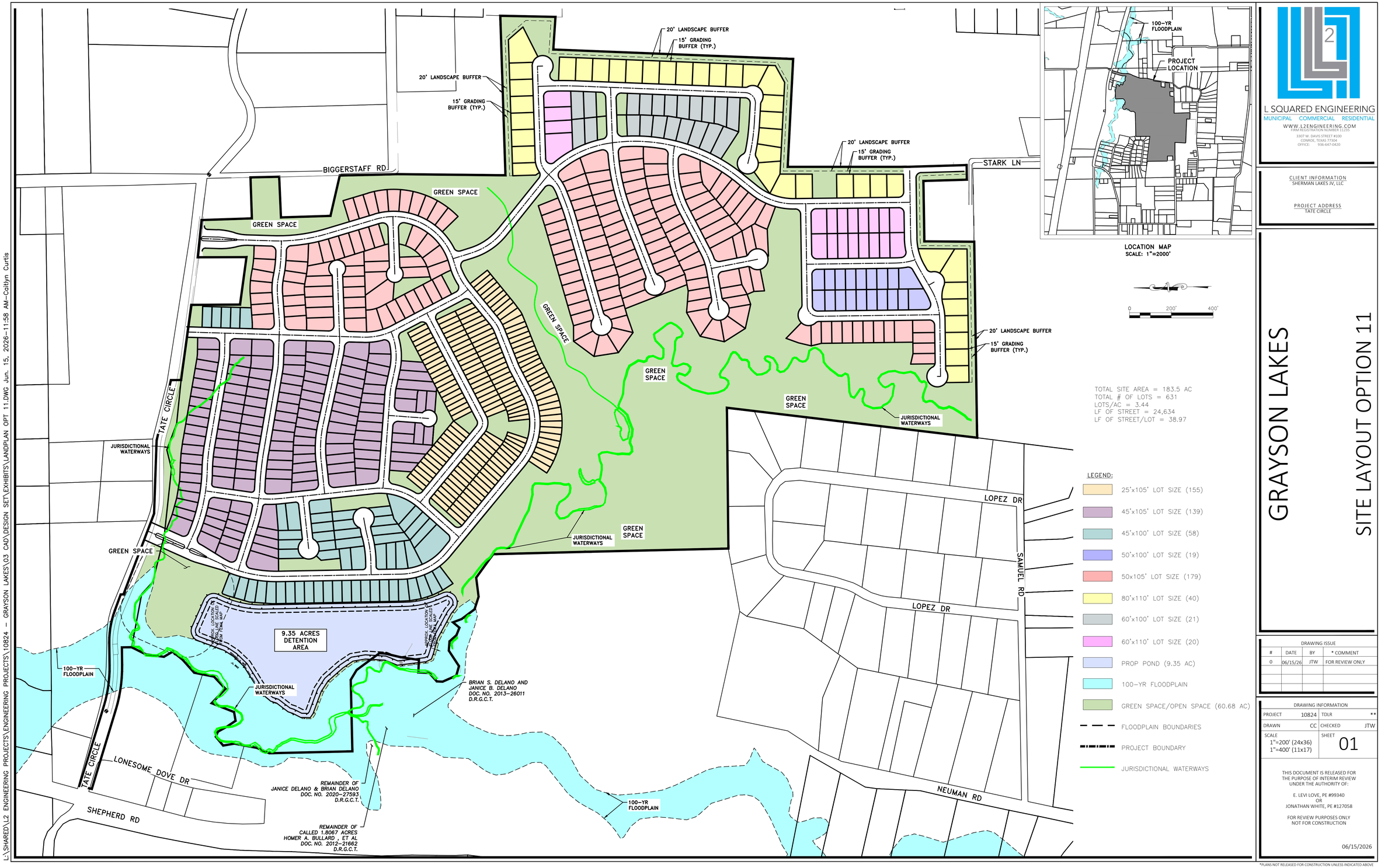
R-TH (Townhome Residential) District: No Changes recommended.

E. Landscaping Requirements:

The Property shall shll follow the regulations in the Landscape Requirements Section 14.04.006 as it exists or may be amended:

- **A 20' Landscape Buffer is required along the east and south property lines of the development as depicted in Exhibit C.**

EXHIBIT C - Zoning Exhibit



L:\SHARED\L2 ENGINEERING PROJECTS\ENGINEERING PROJECTS\10824 - GRAYSON LAKES\03 CAD\DESIGN SET\EXHIBITS\LANDPLAN OPT 11.DWG Jun. 15, 2026-11:58 AM-Caitlyn Curtis

L SQUARED ENGINEERING
MUNICIPAL COMMERCIAL RESIDENTIAL
WWW.L2ENGINEERING.COM
FIRM REGISTRATION NUMBER 22320
3307 W. DAVIS STREET #100
CONROE, TEXAS 77304
OFFICE: 936-647-0420

CLIENT INFORMATION
SHERMAN LAKES JV, LLC

PROJECT ADDRESS
TATE CIRCLE

GRAYSON LAKES

SITE LAYOUT OPTION 11

DRAWING ISSUE			
#	DATE	BY	* COMMENT
0	06/15/26	JTW	FOR REVIEW ONLY

DRAWING INFORMATION			
PROJECT	10824	TDLR	**
DRAWN	CC	CHECKED	JTW
SCALE	1"=200' (24x36) 1"=400' (11x17)	SHEET	01

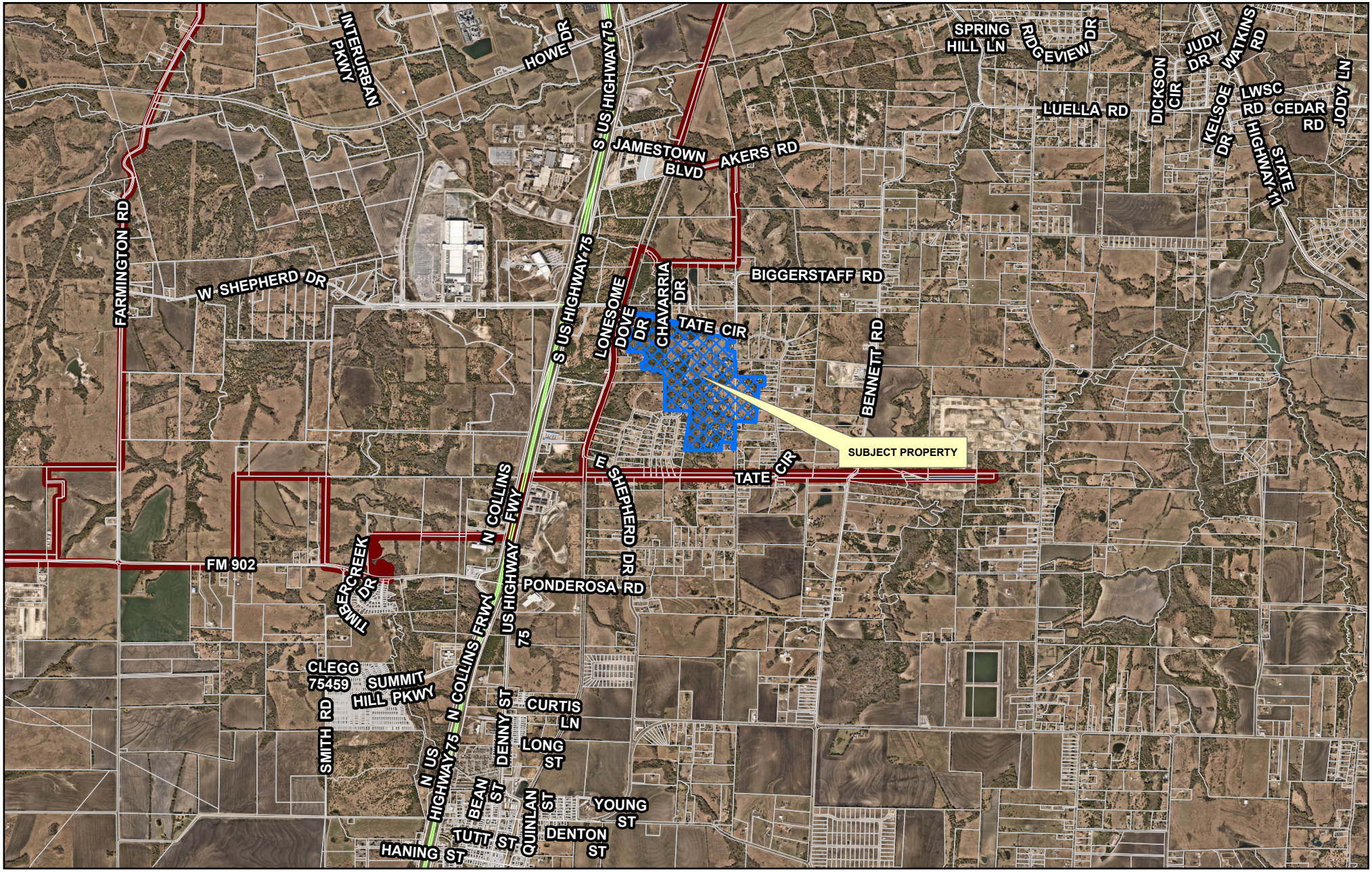
THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF:

E. LEVI LOVE, PE #99340
OR
JONATHAN WHITE, PE #127058

FOR REVIEW PURPOSES ONLY
NOT FOR CONSTRUCTION

06/15/2026

*PLANS NOT RELEASED FOR CONSTRUCTION UNLESS INDICATED ABOVE

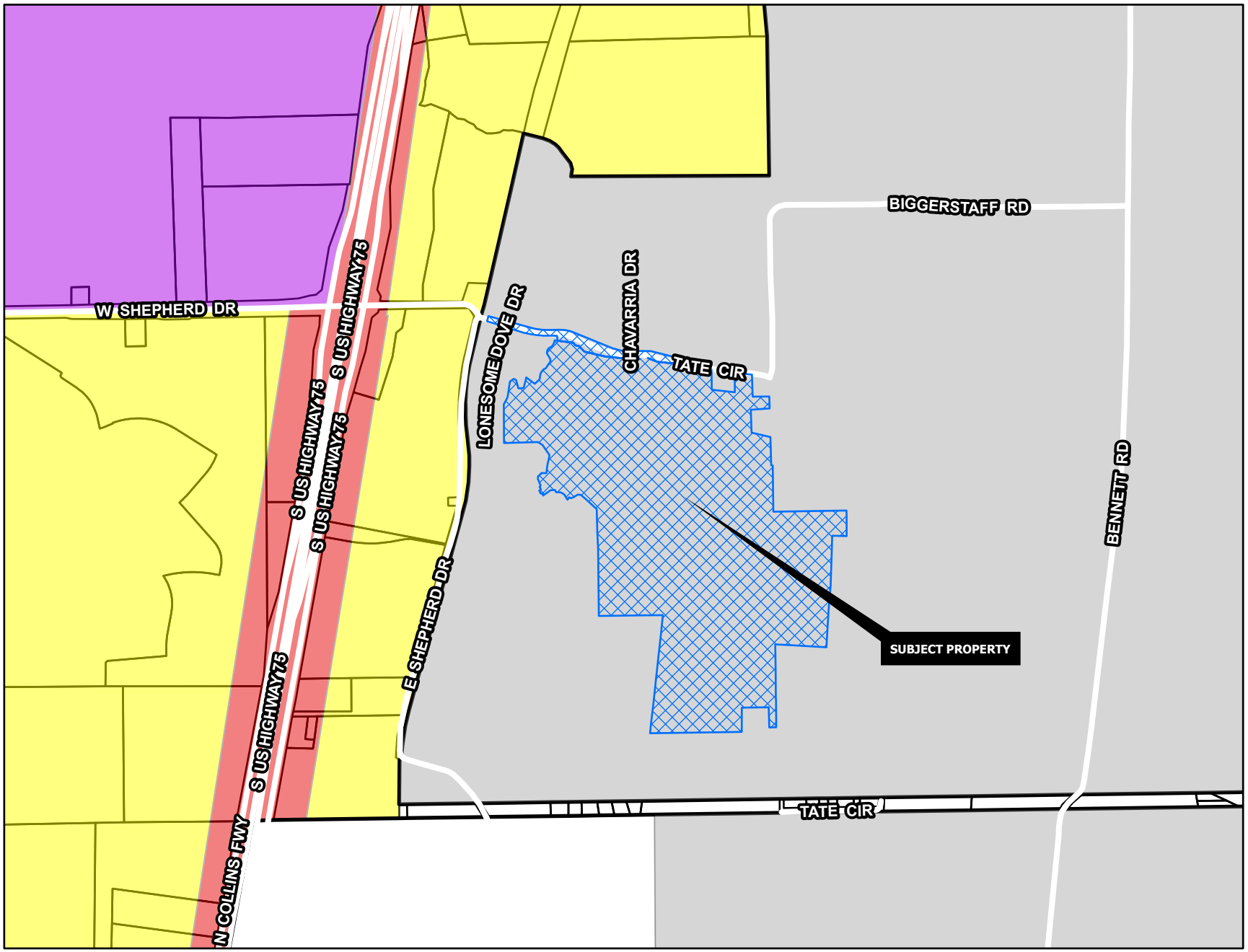


Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1501 BLK TATE CIR

N
W E
S

Date: 3/20/2026 4:58 PM



AGRICULTURE/RURAL

Intent & Character

The Agriculture/Rural category is intended for areas of Sherman that are not anticipated for development within the next ten years. These areas are generally located in the ETJ and do not have adequate utilities planned to serve development. Development in this category will generally be served by well water and on-site sewer facilities. It is intended that as development and utilities move further out, these areas should be re-evaluated and assigned an appropriate Future Land Use category during the next comprehensive plan update (or sooner, if needed).

Appropriate Land Use Types

- Large lot residential
- Farming and agriculture

Compatible Zoning Districts

- Residential Agricultural
- Estate Residential

Considerations

- Since a majority of this category is located in the ETJ, use cannot be controlled through the application of zoning. Because of this, the subdivision ordinance should be evaluated to ensure quality subdivision regulations.

Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

- Agriculture/Rural
- Airport
- City Parkland
- Community Commercial
- Core Neighborhood
- Downtown
- Regional Commercial
- Suburban Neighborhood
- Technology Hub
- Planning & Zoning

CITY OF SHERMAN
FUTURE LANDUSE MAP
1501 BLK TATE CIR

N
W E
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Date: 3/20/2026 4:58 PM


1501 BLK TATE CIR
Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
PLANNED DEVELOPMENT
AMENDMENT
PROJECT #: 000328-2026
Planning & Zoning Map:
FOR MORE INFORMATION
CONTACT:
DEVELOPMENT SERVICES
903-892-7229


Sherman
CLASSIC TOWN. BROAD HORIZON.
NOTICE OF
PLANNED DEVELOPMENT
AMENDMENT
PROJECT #: 000328-2026
Planning & Zoning Map:
FOR MORE INFORMATION
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DEVELOPMENT SERVICES
903-892-7229

May 29, 2026

Rob Rae, AICP
Executive Director of Development Services
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090
903.892.7210

Dear Rob,

Please accept this letter as a formal request to appeal the denial decision made during the Planning and Zoning meeting held on May 19, 2026, regarding the application submitted by Sherman Lakes JV, LLC for the property located at the 1501 Block of Tate Circle, Project No. 000328-2026. We respectfully request that a public hearing be scheduled and held before the City Council to allow further consideration of this application. We believe that it is in the best interest of the City of Sherman, surrounding property owners, and all parties involved for this property to be developed within the City of Sherman rather than in unincorporated Grayson County.

Thank you for your time.

Sincerely,

Will Stolz

Will Stolz
Sherman Lakes JV, LLC

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. F.1.

Meeting Date: 7/6/2026

Prepared By:

Approved By:

Caption:
Close Public Hearing
Consider Adoption of Ordinances No. 6946, 6947, 6948 and 6949

Issue:

E. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6946**
Amending The Code Of Ordinances Of The City Of Sherman, Texas, Chapter 1(General Provision), Article 1.08 (Cemeteries), Section 1.08.074 (Sale Price Of Grave Space And Lots) And Section 1.08.075 (Fees For Cemetery Services); Modifying Certain Fees For Cemetery Services; Providing A Penalty Clause With A Maximum Fine Of $500, Savings/Repealing Clause, Severability Clause And An Effective Date; Providing For The Publication Of The Caption Hereof

E. 2. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6947**
Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone Four Tracts Of Land,Consisting Of 173.083± Acres In The Aggregate, Situated In The W.M. Milligan Survey, Abstract No. 575, The D.C. Shelp Survey, Abstract No. 1097, The D. Harrison Survey, Abstract No. 587, And The S. Inman Survey,Abstract No. 621, City Of Sherman, Grayson County, Texas, Located In The 2801 Block Of Blue Flame Road And The 2900 Block Of FM 691, Heretofore Zoned C-1 (Retail Business) District, R-4 (Single Family Residential) District R-5 (Single Family Residential) District, And R-6 (Single Family Residential) District Within The F.M. Highway 691 Overlay District; Rezoning And Placing The Tracts In The PD (Planned Development) Of Joiner Ranch With Base Zoning Districts Of C-1 (Retail Business) District, MF-30 (Multifamily Residential) District, R-TH (Townhome) District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District, R-6 (Single Family Residential) District Within The F.M. Highway 691 Overlay District; Chad Mcduffie, ORL II, LLC And Joseph Joiner (Owner), D2 Sommerville, LLC (Representative) And Underwood Drafting And Surveying (Surveyor); Providing For A Penalty Not To Exceed$2,000.00

E. 3. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6948**
Extending the Corporate Limits of Said City so as to Annex an Area of Land Consisting of Approximately 183.681 acres of Land Located Generally Located East Of US 75 And South Of Tate Circle Adjacent to the Sherman City Limits And In The City Of Sherman's Extraterritorial Jurisdiction, on Application of the Landowner; Providing that the Owners and Inhabitants of the Subject Area of Land shall be Entitled to the Rights and Privileges of Other Citizens of the City of Sherman and Shall be Bound by the Acts and Ordinances now in Effect and hereinafter Adopted; Authorizing Execution of the Annexation Service Plan Agreement;Providing for a Penalty for a Violation of this Ordinance and the Code of Ordinances of the City of Sherman,Texas, Chapter 14 (Zoning Ordinance); Providing a Savings/Repealing Clause, Severability Clause and an Effective Date

E. 4. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6949**

Amending Sherman's Zoning Ordinance/Code Of Ordinances Chapter 14, To Rezone A Tract Of Land Consisting Of 183.681± Acres, Situated In The Benjamin Lindsey Survey, Abstract No. 733, And The Henry Tucker Survey, Abstract No. 1217, City Of Sherman, Grayson County, Texas, Generally Located In The 1501 Block Of Tate Circle, Heretofore Zoned R-A (Residential Agricultural) District; Rezoning And Placing The Tract In The PD (Planned Development) Of Sherman Lakes With Base Zoning Districts Of R-TH (Townhome)District, R-4 (Single Family Residential) District, R-5 (Single Family Residential) District And R-6 (Single Family Residential) District; Providing For A Penalty Not To Exceed $2,000.00; Providing A Repealing/Savings Clause, Severability Clause And An Effective Date.

Background:

Capital Improvement Program:

Origination:

Financial Consideration:

Staff Recommendation:

Alternatives:

Attachments:
None

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.1.

Meeting Date: 7/6/2026

Prepared By: Clint Philpott, Assistant City Manager

Approved By:

Caption:
RESOLUTION NO. 7653
Authorizing Execution of a Development Agreement Between the City of Sherman and Sherman Lakes Development for development of a single-family planned development consisting of 183 acres generally located south of Tate Circle / Shepherd Dr. and east of US 75.

Issue:
Authorizing Execution of a Development Agreement Between the City of Sherman and Sherman Lakes JV, LLC for development of a 183 acre single-family development generally located south of Tate Circle / Shepherd Dr. and east of US 75.

Background:
This development is currently within the ETJ but not in the City limits. The owner has requested City utilities for development. The developer has requested to be annexed and that this property be zoned as a Planned Development.

The total number of lots should not exceed 659 with a mix of 40s, 50s and 60s all meeting our Building Material Standards requirements.

The City agrees to consent to the creation of an In-City Municipal Utility District to fund internal infrastructure. All internal streets and utilities will be constructed to meet City standards and will be accepted and maintained by the City upon completion.

An off-site extension of a 24-inch sewer line, approximately 8,600 linear feet, is required to serve this development and multiple developments along US 75. The City will partner with Sherman Lakes and another developer to construct this sewer line to serve the whole sewer basin. The City will reimburse up to one third of the project cost, after construction is complete, and the sewer line is accepted by the City.

Expansion of Shepherd Dr. / Tate Circle is also required for about 2,200 linear feet. This street is considered a major arterial on the Master Thoroughfare Plan. The developer is required to extend this street in phases as development occurs. The proposed street will meet the traffic demand and be sized per the Master Thoroughfare Plan. The City will reimburse up to half of the project costs after construction is complete, and the street is accepted by the City.

The total cost of the City's portion of construction is $1.5 million for the sewer line extension and $1 million for the road expansion. Both street and utility impact fees will be collected as individual lots are developed.

Capital Improvement Program:

Origination:
City Manager

Financial Consideration:
Funding needed for the City's portion of this project is $1,500,000 for the sewer extension and $1,040,265 for the road expansion.

Staff Recommendation:
Staff recommends approval of this agreement

Alternatives:
As directed by Council

Attachments:
1. Resolution No. 7653
2. Development Agreement - Sherman Lakes(4612050.12)
3. Sherman Lakes JV - Annexation Term Sheet final
4. Location Map (6)

RESOLUTION NO. 7653

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND SHERMAN LAKES DEVELOPMENT OF A SINGLE-FAMILY PLANNED DEVELOPMENT CONSISTING OF 183-ACRES GENERALLY LOCATED SOUTH OF TATE CIRCLE / SHEPHERD DR. AND EAST OF US 75; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Sherman Lakes Development for certain improvements within an approximate 183-acre tract of land located south of Tate Circle / Shepherd D. and East of US 75, in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of July 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
City Manager
P. O. Box 1106
Sherman, TX 75091-1106

DEVELOPMENT AGREEMENT BETWEEN SHERMAN LAKES JV, LLC AND THE CITY OF SHERMAN, TEXAS

This DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman"), and SHERMAN LAKES JV, LLC, a Texas limited liability company ("Developer"). Sherman and Developer are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Developer represents and warrants that it is the sole owner of that certain tract of land situated in the City of Sherman, Grayson County, Texas, consisting of 183.54± acres in the Benjamin Lindsay Survey, Abstract No. 733, and the Henry W. Tucker Survey, Abstract No. 1217, as more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Developer seeks to develop a single family residential development on the Property; and

WHEREAS, Developer acknowledges and agrees that impact fees are currently assessed and owed or to be assessed and owed on the Property as prescribed in Article 13.11 of Sherman's Code of Ordinances, as it exists or may be amended (collectively, "Impact Fee Ordinance"); and

WHEREAS, Developer agrees to design and construct, at its sole cost and expense, the Developer Improvements (hereinafter defined) under the terms and conditions of this Agreement; and

WHEREAS, Developer represents and warrants to Sherman that it has the capacity, ability, expertise, knowledge and experience necessary to design and construct the Developer Improvements as required by this Agreement; and

WHEREAS, Sherman has adopted certain standards for architectural design, building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Sherman; and

WHEREAS, Developer desires to voluntarily consent to complying with Sherman's standards for architectural design, building products and materials and aesthetic methods, as more particularly set forth and referenced in Exhibit E, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation,

maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, Sherman hereby designates the Property for its architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that Sherman will have the right, but not the obligation, to enforce the Building Materials Standards on the Property from and after the Effective Date (hereinafter defined) of this Agreement; and

WHEREAS, Developer desires to provide Sherman certainty that no portion of the Property shall be developed or used as a "housing project" (as that term is defined and used in Chapter 392 of the Texas Local Government Code) or a "public facility" (as that term is defined and used in Chapter 303 of the Texas Local Government Code) from and after the Effective Date of this Agreement; and

WHEREAS, the Sherman City Council finds that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Developer agree as follows:

1. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of Sherman and Developer.

2. Land Subject to Agreement. The land that is subject to this Agreement is the Property. Developer represents and warrants that Developer is the sole owner of the Property.

3. Design and Construction of the Developer Improvements.

   (a) Developer, at its sole cost and expense, shall:

      (1) work with private developer(s) of adjacent properties to cause the design and construction of approximately 8,680 linear feet of a 24-inch to 8-inch diameter sanitary sewer line, and all necessary appurtenances thereto, as generally depicted and described in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, the "Sewer Improvements");

      (2) cause the design and construction of approximately 2,200 linear feet of a 10" thick concrete four-lane roadway (24' back-to-back), constituting a portion of Tate Circle, a minimum six-foot-wide sidewalk, and all other necessary appurtenances thereto, as generally depicted and described in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, the "Roadway Improvements" and together with the Sewer

Improvements, the "Developer Improvements").

Developer shall ensure the design and construction of the Developer Improvements comply with all applicable ordinances, rules, regulations and requirements of Sherman and other applicable laws (collectively, the "Design Requirements"). Developer represents and warrants that the estimated design and construction costs of the Sewer Improvements are equal to Four Million Five Hundred Thousand and 00/100 Dollars ($4,500,000.00**)** ("Estimated Sewer Improvements Costs"), as more particularly described in the estimated cost analysis set forth in Exhibit C, attached hereto and incorporated herein for all purposes. Developer represents and warrants that the estimated design and construction costs of the Roadway Improvements are equal to Two Million Eighty Thousand Five Hundred Thirty and 00/100 Dollars $2,080,530.00 ("Estimated Roadway Improvements Costs"), as more particularly described in the estimated cost analysis set forth in Exhibit C. The parties acknowledge and agree that the Property and Developer Improvements to be constructed within the Property may be completed in one or more sections or phases (each a "Phase").

(b) As a condition of Sherman's issuance of any building permits on any applicable Phase of the Property, Developer shall submit to Sherman the designs, plans and specifications for each of the Developer Improvements within such Phase in compliance with this Agreement and the Design Requirements, as each exists at the time Developer submits such designs, plans and specifications (collectively, "Plans"). The general depiction of the Developer Improvements attached as Exhibit B is for general informational purposes only, and the Approved Plans (hereinafter defined) for the Developer Improvements in a Phase are not required to be strictly bound by the same. Upon Developer's submission of the Plans for any Phase, the Plans for such Phase must be approved, in writing, by Sherman (collectively, "Approved Plans"). Sherman is entitled to withhold approval of the Plans for a Phase in its sole discretion. Developer is not entitled to commence construction of any of the Developer Improvements within a Phase unless and until Developer has obtained from Sherman written approval of the Approved Plans for such Phase and a written notice to proceed with such construction, and Developer shall be obligated to request such notice(s) if, as and when Developer is prepared to proceed with such construction within the applicable Phase.

(c) Once Sherman issues written approval of the Approved Plans for a Phase, Developer, at its sole cost and expense, shall promptly commence construction of the Developer Improvements within such Phase and diligently pursue completion of the same in accordance with the Approved Plans therefor and pursuant to that certain Three-Party Agreement for Public Improvements, the mutually agreed form of which is attached hereto as Exhibit D. Until Developer provides to Sherman a fully executed version of the Three-Party Agreement for Public Improvements acceptable to Sherman, neither Developer nor its contractor or any other person for whom Developer is legally responsible shall be permitted to commence construction of the Developer Improvements within a Phase.

(d) The Developer Improvements must be completed and finally accepted by Sherman

as provided herein and in accordance with the Approved Plans for a Phase and any and all applicable ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising (collectively, "Sherman's Final Acceptance"). Developer must complete the Developer Improvements and obtain Sherman's Final Acceptance of the same for a Phase before, and as a condition of, Sherman's issuance of the first and each subsequent building permit on such Phase of the Property. The parties agree that time is of the essence of this Agreement. Upon Sherman's Final Acceptance of the Developer Improvements or any Phase thereof, they shall become the sole property of Sherman. All construction or work in connection with the Developer Improvements shall be performed in a good and workmanlike manner in accordance with good industry practice for the type of work in question.

(e) As a condition to Developer receiving the Cash Reimbursement (hereinafter defined) applicable to a Phase (based on the proportionate share of the Developer Improvements within such Phase), Developer shall tender to Sherman evidence, in a form acceptable to Sherman, that all of the design and construction costs of the Developer Improvements within such Phase have been incurred and paid by Developer, including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence reasonably required by Sherman ("Evidence of Payments"). The Evidence of Payments shall reflect Developer's final, actual cost to design and construct each of the Developer Improvements in such Phase ("Actual Developer Improvements Costs").

(f) Dedication of On-Site Easements. As an additional condition of Sherman's Final Acceptance of the Developer Improvements, Developer shall, at no cost to Sherman, convey by plat or separate instrument in a form acceptable to Sherman the necessary right-of-way and easement rights within the Property for the construction, operation, maintenance and use of each of the Developer Improvements constructed by Developer on the Property (collectively, the "Dedication"), each as determined by Sherman in its sole discretion. Developer must complete all tasks necessary to make the Dedication promptly after completion of construction of the Developer Improvements (or portion thereof, as applicable). Prior to the Dedication, Developer shall submit to Sherman for approval a proposed legal description and land survey depicting the proposed boundaries of the easements made the subject of this Section 3(f), and the Dedication shall not be made until said legal descriptions and land surveys are approved, in writing, by Sherman. Sherman's acceptance of the Dedication is a condition of Sherman's Final Acceptance of each of the Developer Improvements and Sherman's issuance of the first building permit for development on the Property. Developer shall: (1) make the Dedication free and clear of any liens, attachments and encumbrances; and (2) secure the authorized signatures of any person or entity deemed necessary by Sherman to consent to the Dedication. Nothing in this Agreement may be construed or interpreted to waive, minimize, replace, negate, void, invalidate or otherwise modify in any way any requirement or obligation under any Sherman ordinance, regulation or standard, including but not limited to Sherman's Subdivision Regulations, Chapter 10 of the Sherman Code of Ordinances, as they exist or may be amended, for the dedication, grant or

conveyance of any type of easement rights and/or fee simple right-of-way required as part of any development or redevelopment of the Property or any portion thereof. Moreover, nothing in this Agreement may be construed or interpreted to waive, minimize, replace, negate, void, invalidate or otherwise modify in any way Sherman's authority and right to require Developer to convey easement rights, fee simple right-of-way or other property interests pursuant to Sherman's condemnation authority.

(j) Acquisition of Necessary Off-Site Easement Rights.

(1) Developer must, at no cost to Sherman, dedicate, or cause to be dedicated, to Sherman certain off-site utility easements, temporary construction easements and other easement rights deemed necessary by Sherman for public infrastructure and facilities to serve the Property (collectively, "Off-Site Easements"). Developer shall demonstrate to Sherman's satisfaction that the proposed route for any off-site public infrastructure and facilities necessary to serve the Property is feasible and acceptable to Sherman. Sherman's acceptance of the Off-Site Easements is a condition of Sherman's Final Acceptance of each of the Developer Improvements and Sherman's issuance of any building permits for development on the Property.

(2) If the Off-Site Easements required to be dedicated by Developer pursuant to this section cannot be obtained by Developer after the use of best efforts by Developer, Developer shall provide written notice to Developer of all such efforts and other evidence required by Developer to demonstrate that Developer has complied with such obligation. If Developer agrees in its sole discretion that Developer has used best efforts but is unable to obtain the Off-Site Easements, then Sherman shall seek to obtain such easement rights through its power of eminent domain or by other means (subject to City Council authorization after a finding of public necessity). Developer shall be responsible for funding all costs and expenses, including all actual attorney, appraiser and expert witness fees and costs (collectively, the "Eminent Domain Fees"), incurred or to be incurred by Sherman in doing so and shall, if requested in writing by Sherman, deliver to Sherman, to be held in escrow by Sherman and used by Sherman in accordance with this subsection, an amount equal to Sherman's estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by Sherman. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this subsection, the Developer shall deliver additional funds as requested by Sherman within ten (10) days after written notice from Sherman. Sherman is not required to continue pursuing the eminent domain unless and until Developer deposits the requested Eminent Domain Fees with Sherman. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police

powers or governmental authority of Sherman, and Sherman reserves the right, at all times, to control its proceedings in eminent domain.

4. Cash Reimbursement. Provided that Developer fulfills all of its obligations under this Agreement, including but not limited to, (a) Developer obtaining Sherman's Final Acceptance of each of the Developer Improvements within a Phase; and (b) Developer receiving from the Sherman City Engineer or his designee written approval of the Actual Developer Improvements Costs for the Developer Improvements within a Phase, as evidenced by the subject construction contracts and the Evidence of Payments, Sherman shall participate in a portion of the Actual Developer Improvements Costs attributable to the Developer Improvements by paying to Developer (the "Cash Reimbursement") based on the proportionate share of the Developer Improvements within such Phase, an amount:

   (a) With respect to the Sewer Improvements in such Phase, the lesser of (1) the amount of the Actual Developer Improvement Costs attributable to the Sewer Improvements multiplied by thirty-three one hundredths (0.33); or (2) One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00); and

   (b) With respect to the Roadway Improvements in such Phase, the lesser of (1) the amount of the Actual Developer Improvement Costs attributable to the Roadway Improvements within such Phase multiplied by one-half (0.5); or (2) One Million Forty Thousand Two Hundred Sixty-Five dollars and no cents ($1,040,265.00).

   The Cash Reimbursement for any Phase of the Developer Improvements shall be due and payable within thirty (30) days of Sherman's issuance of Sherman's Final Acceptance of all the Developer Improvements within such Phase and Sherman's receipt of Developer's written request for such payment. Notwithstanding any statement to the contrary in this Agreement, Sherman agrees to provide, and Developer agrees to accept, the Cash Reimbursement as Sherman's sole financial participation in the costs incurred by Developer in connection with its obligations under this Agreement.

5. Water Service. In addition to the other municipal services that are the subject of the parties' Annexation Service Plan Agreement (herein so called) approved as part of the annexation of the Property, Sherman agrees to provide municipal water service to the Property, subject to the terms of the Annexation Service Plan Agreement and Sherman's then-current utility extension regulations, so long as the Property is not located within a certificate of convenience and necessity for water held by another utility provider.

6. Consent for In-City Municipal Utility District. For as long as there is no default of Developer under this Agreement, and this Agreement is in effect, Sherman agrees to consent to the creation of a municipal utility district covering the Property so long as: (a) the Property is annexed into the Sherman city limits and remains in the Sherman city limits for the duration of the district's operation; (b) the Property is not located within a certificate of convenience and necessity for water held by another utility provider; and (c) the proposed municipal utility district and the operation of any established municipal utility district satisfies the requirements of Sherman's then-current municipal utility district policy, currently available at: https://ci.sherman.tx.us/DocumentCenter/View/12934/MUD-Policy-Clean-2024-10-24.

Sherman's obligation to consent to the creation of a municipal utility district under this Section shall expire on the date that is twenty-four (24) months after the Effective Date (hereinafter defined) in the event that Developer has failed or is unable to apply for or create such municipal utility district by such date.

7. Building Materials Standards.

(a) In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer also shall comply with any Sherman-approved façade plans for buildings on the Property, as they exist or may be amended by Sherman, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code, as it exists or may be amended. Developer voluntarily consents and agrees to comply with this Agreement, the Building Materials Standards and any approved façade plan(s) in the construction, renovation, maintenance and alteration of any existing or future building on the Property. The Developer will create a mandatory homeowners' association ("HOA") over residential portions of the Property, which HOA, through its covenants, conditions and restrictions filed in the Real Property Records of Grayson County, shall be required to assure compliance with this Agreement and the Building Materials Standards herein, and shall be required to remain solvent and assess and collect from owners annual fees in an amount calculated to operate and maintain the open spaces, common areas, detention ponds, screening walls, detention areas, and other related improvements or appurtenances that are not required to be dedicated or maintained and operated by the City within the residential portion of the Property. Common residential areas, including but not limited to all landscaped entrances to the residential portions of the Property, and all other improvements not maintained by Sherman shall be maintained solely by the HOA.

(b) Sherman designates the Property for its architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. Developer (i) voluntarily consents and agrees to such designation; and (ii) voluntarily waives any rights or protections that may exist under Chapter 3000 of the Texas Government Code, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Sherman's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Sherman. Developer agrees that Sherman is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Sherman's sole discretion.

8. PFC Exemption Waiver. **DEVELOPER HEREBY WAIVES AND RELINQUISHES, FOR ITSELF AND ALL WHO MAY AT ANY TIME CLAIM THROUGH OR UNDER IT, ANY AND ALL RIGHTS TO: (A) DEVELOP OR USE THE PROPERTY AS A "HOUSING PROJECT" (AS THAT TERM IS DEFINED AND USED IN CHAPTER 392 OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED (AND ANY SUCCESSOR STATUTE THERETO)), A "PUBLIC**

FACILITY" (AS THAT TERM IS DEFINED AND USED IN CHAPTER 303 OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED (AND ANY SUCCESSOR STATUTE THERETO)) OR ANY OTHER TYPE OF PROJECT, FACILITY OR USE EXEMPT FROM TAXATION PURSUANT TO CHAPTER 392 OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED (AND ANY SUCCESSOR STATUTE THERETO) OR CHAPTER 303 OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED (AND ANY SUCCESSOR STATUTE THERETO). DEVELOPER COVENANTS AND AGREES THAT NEITHER DEVELOPER NOR ANYONE AT ANY TIME CLAIMING THROUGH OR UNDER IT WILL APPLY FOR, SEEK OR RECEIVE ANY EXEMPTION FROM TAXATION PURSUANT TO CHAPTER 392 OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED (AND ANY SUCCESSOR STATUTE THERETO) OR CHAPTER 303 OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED (AND ANY SUCCESSOR STATUTE THERETO) ON OR IN CONNECTION WITH THE PROPERTY. THE AGREEMENTS EMBODIED IN THIS SECTION SHALL CONSTITUTE COVENANTS RUNNING WITH THE LAND AND ENCUMBER THE PROPERTY, BINDING ON THE PARTIES HERETO AND EACH SUBSEQUENT OWNER OF AN INTEREST IN THE PROPERTY. DEVELOPER COVENANTS AND AGREES FOR ITSELF AND ALL WHO MAY AT ANY TIME CLAIM THROUGH OR UNDER IT THAT SHERMAN IS ENTITLED TO ENFORCE THIS SECTION AGAINST THE PROPERTY AS A RESTRICTIVE COVENANT AND THAT NO PERSON OR ENTITY SHALL MODIFY, ELIMINATE OR AVOID THE EFFECTIVENESS OF THIS SECTION WITHOUT THE PRIOR WRITTEN CONSENT OF SHERMAN. THE PARTIES AGREE THAT THIS WAIVER IS MADE VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS LEGAL IMPLICATIONS.

9. Default.

(a) If Developer fails to comply with any provision of this Agreement, and such failure is not cured within sixty (60) days after Sherman sends written notice of such failure to Developer, then Sherman shall have the following remedies, in addition to Sherman's other rights and remedies:

(i) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;

(ii) to terminate this Agreement by providing written notice of termination to Developer;

(iii) to refuse to issue building permits for any building on the Property;

(iv) to refuse to issue a Certificate of Occupancy for any building on the Property;

(v) to withhold the payment of all or a portion of the Cash Reimbursement pursuant to Section 4 of this Agreement and/or to nullify Section 4 of this Agreement;

(vi) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction,

renovation, maintenance and/or alteration of a building on the Property; and/or

(vii) to seek specific performance of this Agreement.

(b) If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within sixty (60) days after Sherman receives written notice of such failure from Developer, then Developer may seek specific performance of this Agreement as its sole and exclusive remedy.

10. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Sherman shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein, except as expressly provided in Section 4 of this Agreement. Neither Sherman nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Developer Improvements, including the construction thereof. Sherman and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

11. Covenant Running with the Land. This Agreement shall be a covenant running with the land and Property and shall be binding upon Developer, and the duties and obligations of Developer under this Agreement shall be binding on Developer and its successors and assigns, including but not limited to each subsequent owner of any portion of the Property. The parties shall cause this Agreement to be filed in the Real Property Records of Grayson County, Texas. Developer represents and warrants that the filing of this Agreement as provided herein shall provide Sherman with a superior and priority encumbrance, lien or interest in, on and to the Property as to any and all other persons or entities. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the rights of Sherman as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance consenting to the recording of this Agreement.

12. Limitations of Agreement. Sherman ordinances covering property taxes, land use, zoning, utility rates, permit fees, impact fees due under the Impact Fee Ordinance, inspection fees, tree mitigation fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Sherman under any ordinance, whether now existing or in the future arising.

13. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt

requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:
City of Sherman
Attn: Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7327
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Email: rpittman@abernathy-law.com

If to Developer, addressed to it at:
Sherman Lakes JV, LLC
12645 Birmingham Highway
Alpharetta, Georgia 30004
Attention I. William Stolz, III
Email: will@stolzpartners.com

With a copy to:
BoyarMiller
Attn.: Hilary Tyson
2925 Richmond Ave., 14th Floor
Houston, Texas 77098
Email: htyson@boyarmiller.com

14. Indemnity.

(a) DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF DEVELOPER OR ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES,

REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE (COLLECTIVELY, "DEVELOPER" FOR PURPOSES OF THIS SECTION), REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN, (I) IN DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; AND/OR (II) ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND SHERMAN AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. Waiver and Release of Claims for Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) NUISANCE; OR
(D) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON SHERMAN'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES SHERMAN FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO SHERMAN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY SHERMAN RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON SHERMAN'S INFRASTRUCTURE. DEVELOPER AND SHERMAN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) DEVELOPER RELEASES SHERMAN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. Developer acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Sherman "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES CITY AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.

18. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

19. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties. To the extent of any conflict between the provisions of this Agreement and the exhibits, the provisions of this Agreement shall control.

20. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law

principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

21. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

22. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

23. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined).

24. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

25. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

26. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

27. Assignment/Binding Effect.

(a) This Agreement is assignable, in whole or in part, upon the following conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which must be approved in writing by Sherman;

(ii) the Assignment must expressly contain, among any other reasonable requirements and conditions of Sherman, an acknowledgment and

agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee, and the contact name, address, phone number, fax number and electronic mail address of the assignee;

(iii) Developer will file any approved, executed Assignment in the Real Property Records of Grayson County, Texas; and

(iv) Developer shall provide Sherman with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Sherman receives said file-marked copy of the Assignment as provided herein, Sherman shall not, under any circumstance, recognize said Assignment.

(b) This Agreement shall be binding upon and inure to the benefit of Sherman and Developer.

(c) This Assignment provision shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In the event there is a conflict between this Assignment provision and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern

28. Indemnification. The Parties agree that the Indemnity provisions set forth in this Agreement are conspicuous, and the parties have read and understood the same.

29. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

30. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

31. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.

32. Reference to Sherman. When referring to "Sherman" herein, this Agreement shall refer to and be binding upon Sherman and Sherman's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Sherman is legally responsible.

33. Certifications Required by Texas Law. In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Developer certifies that it does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Developer certifies that it does not boycott energy companies and will not boycott energy companies during the term of any contract with Sherman, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Developer certifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with Sherman, including during the term of this Agreement. In accordance with Chapter 2252 of the Texas Government Code (to the extent applicable), Developer certifies that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared and maintained under Sections 806.051, 807.051 or 2252.153 of the Texas Government Code. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.

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

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Zachary Flores, City Manager
Date executed: _____

ATTEST:

By: _____
Teri Fine, City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Zachary Flores**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the **City of Sherman, Texas**, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

_____
Notary Public, State of Texas
My Commission Expires:_____

SHERMAN LAKES JV, LLC,
A Texas limited liability company

By: GAC Sherman Lakes INV, LLC,
A Georgia limited liability company
Its Manager

By: GAC Sherman Lakes OP, LLC,
A Georgia limited liability company,
Its Manager

By: GAC Active, LLC,
a Georgia limited liability company,
its Manager

By:_____
Printed Name: _____
Title: _____
Date executed: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to the person whose name is subscribed to the foregoing instrument; s/he acknowledged to me that s/he is the duly authorized representative of of GAC Active, LLC, a Georgia limited liability company, the Manager of GAC Sherman Lakes OP, LLC, a Georgia limited liability company, the Manager of GAC Sherman Lakes INV, LLC, a Georgia limited liability company, the Manager of SHERMAN LAKES JV, LLC, a Texas limited liability company, and that s/he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

_____
Notary Public, State of Texas
My Commission Expires:_____

Exhibit A
Legal Description of the Property

BEING A 183.681 ACRE OR 8,001,128 SQUARE FEET TRACT OF LAND SITUATED IN THE BENJAMIN LINDSEY SURVEY, ABSTRACT NUMBER 733 & THE HENRY TUCKER SURVEY, ABSTRACT NUMBER 1217, BEING ALL OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY DEED WITHOUT WARRANTY RECORDED IN DOCUMENT NUMBER 2022-19236 DEED RECORDS, GRAYSON COUNTY, TEXAS (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.),BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO LANDHORN, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-34581, (D.R.G.C.T.), BEING ALL OF THAT TRACT OF LAND DESCRIBED TO JAMIE C. MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2007-5452 (D.R.G.C.T.) BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 2536, PAGE 595 (D.R.G.C.T.) BEING ALL OF THAT TRACT OF LAND DESCRIBED TO BILLY DWAIN ROBERTS JR. & WIFE, ANA MARIA ROBERTS BY WARRANTY DEED RECORDED IN VOLUME 3295, PAGE 918 (D.R.G.C.T.) AND BEING ALL OF THAT TRACT OF LAND DESCRIBED AS "TRACT ONE" TO LANDHORN LLC BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-10985 (D.R.G.C.T.), BEING A PORTION OF THAT TRACT OF LAND DESCRIBED TO DALLAS AREA RAPID TRANSIT IN CORRECTION DEED RECORDED IN VOLUME 3476, PAGE 150, (D.R.G.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD83) (US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012);

BEGINNING AT A 1/2-INCH IRON ROD FOUND (1/2-INCH FIR) FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO ERNESTO L. REMERO GUERRERO, ET UX, BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-35372 (D.R.G.C.T.), SAID POINT LYING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF TATE CIRCLE (VARIABLE WIDTH RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 100.10 FEET TO A POINT FOR CORNER ON THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT AND THE EAST RIGHT-OF-WAY LINE OF EAST SHEPHERD ROAD (VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT LYING ON THE EAST LINE OF SHERMAN CITY LIMITS, AS DESCRIBED IN CITY OF SHERMAN ORDINANCE NO. 2416;

THENCE NORTH 13 DEGREES 52 MINUTES 37 SECONDS EAST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST

RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, A DISTANCE OF 60.06 FEET TO A POINT FOR CORNER;

THENCE SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, THE EAST RIGHT-OF-WAY LINE OF SAID EAST SHEPHERD ROAD, AND THE EAST LINE OF SAID CITY OF SHERMAN CITY LIMITS, OVER, ACROSS, AND UPON SAID DALLAS AREA RAPID TRANSIT TRACT, A DISTANCE OF 99.51 FEET TO A 1/2-INCH FIR FOR THE WESTERNMOST NORTHWEST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, AND LYING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT;

THENCE SOUTH 73 DEGREES 08 MINUTES 19 SECONDS EAST, DEPARTING THE EAST RIGHT-OF-WAY LINE OF SAID DALLAS AREA RAPID TRANSIT TRACT, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 401.60 FEET TO A 1/2-INCH FIR FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 643.20 FEET, A CENTRAL ANGLE OF 17 DEGREES 28 MINUTES 00 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 82 DEGREES 00 MINUTES 15 SECONDS EAST, 195.32 FEET;

THENCE IN AN EASTERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 196.08 FEET, TO A 1/2-INCH FIR FOUND FOR CORNER;

THENCE NORTH 89 DEGREES 19 MINUTES 48 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 111.64 FEET TO A POINT FOR CORNER, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 20 DEGREES 56 MINUTES 41 SECONDS, AND A CHORD BEARING AND DISTANCE OF SOUTH 80 DEGREES 11 MINUTES 53 SECONDS EAST, 152.68 FEET;

THENCE IN A SOUTHERLY DIRECTION, WITH THE CURVING NORTH RIGHT-OF-WAY LINE OF TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 153.53 FEET, TO A POINT FOR CORNER;

THENCE SOUTH 69 DEGREES 59 MINUTES 02 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 82.64 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 01 DEGREES 57 MINUTES 18 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-

REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 13.42 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 69 DEGREES 15 MINUTES 13 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 413.28 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 88 DEGREES 01 MINUTES 40 SECONDS EAST, WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 329.75 FEET TO A 5/8-INCH FIR FOR CORNER;

THENCE SOUTH 87 DEGREES 26 MINUTES 53 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 22.21 FEET TO A 5/8-INCH FIR FOR CORNER;

THENCE SOUTH 76 DEGREES 37 MINUTES 05 SECONDS EAST, CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 295.83 FEET TO A POINT FOR CORNER;

THENCE SOUTH 00 DEGREES 41 MINUTES 36 SECONDS EAST, WITH AN EAST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND AN EAST LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 48.70 FEET TO A 1/2-INCH FIR FOR THE EASTERNMOST SOUTHEAST CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND A NORTH CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE SOUTH 82 DEGREES 17 MINUTES 07 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT, A DISTANCE OF 363.02 FEET TO A "PK" NAIL FOUND FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO TONY GLENN BRYANT & MELODIE ANN BRYANT BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2020-9779 (D.R.G.C.T.);

THENCE SOUTH 00 DEGREES 19 MINUTES 15 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE WEST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.33 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID BRYANT TRACT AND THE WESTERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 82 DEGREES 16 MINUTES 22 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID BRYANT TRACT, A DISTANCE OF 229.67 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "SARTIN"

FOUND FOR THE SOUTHEAST CORNER OF SAID BRYANT TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE NORTH 00 DEGREES 12 MINUTES 29 SECONDS WEST, WITH A WEST LINE OF SAID JAMIE MORROW TRACT AND THE EAST LINE OF SAID BRYANT TRACT, A DISTANCE OF 233.42 FEET TO A "PK" NAIL FOUND FOR THE NORTHEAST CORNER OF SAID BRYANT TRACT AND THE NORTHERNMOST NORTHWEST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE;

THENCE SOUTH 84 DEGREES 05 MINUTES 38 SECONDS EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE AND A NORTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 179.19 FEET TO A POINT FOR A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO CARLA MARIETTA GASEN BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2021-22654 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 55 MINUTES 01 SECONDS EAST, DEPARTING THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID GASEN TRACT, A DISTANCE OF 240.85 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID GASEN TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE NORTH 88 DEGREES 02 MINUTES 24 SECONDS EAST, WITH A NORTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID GASEN TRACT, A DISTANCE OF 196.37 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID GASEN TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF BIGGERSTAFF ROAD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 01 DEGREES 15 MINUTES 53 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 137.36 FEET TO A PONT FOR AN EXTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT, AND THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO REX MORROW & WIFE, JENNIFER MORROW BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18679 (D.R.G.C.T.);

THENCE SOUTH 87 DEGREES 28 MINUTES 27 SECONDS WEST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, WITH THE NORTH LINE OF SAID REX MORROW TRACT AND A SOUTH LINE OF SAID JAMIE MORROW TRACT, A DISTANCE OF 194.88 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 01 DEGREES 45 MINUTES 42 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID REX MORROW TRACT, A DISTANCE OF 236.93 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED

"SARTIN" FOUND FOR THE SOUTHWEST CORNER OF SAID REX MORROW TRACT AND AN INTERIOR "ELL" CORNER OF SAID JAMIE MORROW TRACT;

THENCE SOUTH 76 DEGREES 58 MINUTES 10 SECONDS EAST, WITH A SOUTH LINE OF SAID JAMIE MORROW TRACT AND THE SOUTH LINE OF SAID REX MORROW TRACT, A DISTANCE OF 198.99 FEET TO A "PK" NAIL FOUND FOR THE SOUTHEAST CORNER OF SAID REX MORROW TRACT, AND A NORTHEAST CORNER OF SAID JAMIE MORROW TRACT, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD;

THENCE SOUTH 01 DEGREES 11 MINUTES 45 SECONDS EAST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND ALONG THE APPROXIMATE CENTERLINE OF SAID BIGGERSTAFF ROAD, A DISTANCE OF 280.90 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO HOMER BULLARD & SANDRA BULLARD BY ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 2756, PAGE 132 (D.R.G.C.T.);

THENCE SOUTH 00 DEGREES 35 MINUTES 54 SECONDS WEST, WITH AN EAST LINE OF SAID JAMIE MORROW TRACT AND THE WEST LINE OF SAID BULLARD TRACT, A DISTANCE OF 512.01 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID BULLARD TRACT, THE NORTHEAST CORNER OF SAID SECOND REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE NORTH 88 DEGREES 09 MINUTES 16 SECONDS EAST, WITH THE NORTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE SOUTH LINE OF SAID BULLARD TRACT, A DISTANCE OF 764.41 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID BULLARD TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, SAID POINT LYING ON THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MATTHEW A. WADE & MONICA M. WADE BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018-7279 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 10 MINUTES 29 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID WADE TRACT, THE WEST LINE OF THAT TRACT TRACT OF LAND DESCRIBED TO WELDON CHAD ROPER BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-14405 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO MARY LOU ALEXANDER BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-18097, A DISTANCE OF 264.00 FEET TO A 1/2-INCH FIR FOR AN EXTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTHERNMOST NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO JASON GRAHAM BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2017-19246 (D.R.G.C.T.);

THENCE NORTH 86 DEGREES 11 MINUTES 19 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND A NORTH LINE OF SAID

GRAHAM TRACT, A DISTANCE OF 156.47 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID GRAHAM TRACT;

THENCE SOUTH 02 DEGREES 16 MINUTES 03 SECONDS WEST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO KIM JOSEPH LEA BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2018-8513 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO WILLIAM E. SNAPP & SHEILA D. SNAPP BY GENERAL WARRANTY RECORDED IN VOLUME 2207, PAGE 420 (D.R.G.C.T.), THE WEST LINE OF THAT TRACT OF LAND DESCRIBED AS "TRACT NO. 2" TO JOHN D. McKEE BY WARRANTY DEED RECORDED IN VOLUME 1348, PAGE 50, THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO PHYLLIS WOODS BY GENERAL WARRANTY DEED RECORDED IN VOLUME 2835, PAGE 421 (D.R.G.C.T.) A DISTANCE OF 1,148.97 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO NOVELLA M. CRIPE, ET AL BY WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012-22099 (D.R.G.C.T.);

THENCE NORTH 87 DEGREES 06 MINUTES 18 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE NORTH LINE OF SAID NOVELLA CRIPE TRACT, AND THE NORTH LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2014-6046 (D.R.G.C.T.), A DISTANCE OF 517.18 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID EARL CRIPE TRACT AND AN INTERIOR "ELL" CORNER OF SAID FIRST REFERENCED BILLY ROBERTS TRACT;

THENCE SOUTH 00 DEGREES 00 MINUTES 01 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID EARL CRIPE TRACT AND THE WEST LINE OF THAT TRACT OF LAND DESCRIBED TO EARL CRIPE BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022-6909 (D.R.G.C.T.), A DISTANCE OF 570.40 FEET TO A 1/2-INCH FIR FOR THE SOUTHWEST CORNER OF SAID SECOND REFERENCED EARL CRIPE TRACT AND BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED TO LEWIS E. SIMPSON & JUANITA SIMPSON BY DEED RECORDED IN VOLUME 1191, PAGE 729 (D.R.G.C.T.);

THENCE SOUTH 01 DEGREES 42 MINUTES 35 SECONDS EAST, WITH AN EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND THE WEST LINE OF SAID SIMPSON TRACT, A DISTANCE OF 286.28 FEET TO A POINT FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, DEPARTING THE EAST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, OVER, ACROSS AND UPON SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 70.01 FEET TO A POINT FOR CORNER;

THENCE NORTH 01 DEGREES 42 MINUTES 32 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 208.10 FEET TO A POINT FOR CORNER;

THENCE SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, CONTINUING THROUGH SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 289.23 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT AND ON THE EAST LINE OF SAID "TRACT ONE";

THENCE SOUTH 00 DEGREES 27 MINUTES 24 SECONDS WEST, WITH THE EAST LINE OF SAID "TRACT ONE" AND THE WEST LINE OF SAID FIRST REFERENCED BILLY ROBERTS TRACT, A DISTANCE OF 238.91 FEET TO A POINT FOR CORNER, SAID POINT LYING ON THE SOUTH LINE OF SAID "TRACT ONE" TRACT AND THE NORTH LINE OF A CALLED 16.02 ACRE TRACT OF LAND DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.);

THENCE SOUTH 89 DEGREES 09 MINUTES 50 SECONDS WEST, WITH THE SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID 16.02 ACRE TRACT AND THE NORTH LINE OF A CALLED 18.90 ACRE TRACT DESCRIBED TO SCOTT REAGAN SHADDEN AND WIFE, TAMELA JO SHADDEN BY WARRANTY DEED RECORDED IN VOLUME 2337, PAGE 543 (D.R.G.C.T.), A DISTANCE OF 938.73 FEET TO A POINT FOR THE WESTERNMOST NORTHWEST CORNER OF SAID 18.90 ACRE TRACT AND THE SOUTHWEST CORNER OF SAID "TRACT ONE", SAID POINT LYING ON THE EAST LINE OF BLOCK 1, CEDAR HILL ESTATES ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 35, PLAT RECORDS GRAYSON COUNTY, TEXAS;

THENCE NORTH 06 DEGREES 50 MINUTES 18 SECONDS EAST, WITH A WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 1,206.12 FEET TO A 1/2-INCH FIR FOR THE NORTHEAST CORNER OF SAID BLOCK 1;

THENCE SOUTH 89 DEGREES 24 MINUTES 29 SECONDS WEST, WITH A SOUTH LINE OF SAID "TRACT ONE" AND THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 674.40 FEET TO A 1/2-INCH FIR FOR THE SOUTHERNMOST SOUTHWEST CORNER OF SAID "TRACT ONE" AND THE EASTERNMOST SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO MICHAEL S. BLOUNT & BRANDY M. BLOUNT BY SPECIAL WARRANTY DEED RECORDED IN 2010-18802 (D.R.G.C.T.);

THENCE NORTH 01 DEGREES 17 MINUTES 19 SECONDS WEST, DEPARTING THE NORTH LINE OF SAID BLOCK 1, WITH THE WEST LINE OF SAID "TRACT ONE" AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 681.59 FEET TO A 1/2-INCH FIR FOR THE NORTHWEST CORNER OF SAID "TRACT ONE" AND THE SOUTHWEST CORNER OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT;

THENCE NORTH 01 DEGREES 28 MINUTES 38 SECONDS WEST, WITH A WEST LINE OF SAID FIRST-REFERENCED LANDHORN, LLC TRACT AND THE EAST LINE OF SAID BLOUNT TRACT, A DISTANCE OF 444.48 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTH 54 DEGREES 10 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 138.66 FEET TO A POINT FOR CORNER;

THENCE SOUTH 82 DEGREES 54 MINUTES 46 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 92.06 FEET TO A POINT FOR CORNER;

THENCE NORTH 72 DEGREES 17 MINUTES 13 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 63.27 FEET TO A POINT FOR CORNER;

THENCE NORTH 36 DEGREES 59 MINUTES 54 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 77.39 FEET TO A POINT FOR CORNER;

THENCE NORTH 20 DEGREES 43 MINUTES 25 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.49 FEET TO A POINT FOR CORNER;

THENCE SOUTH 39 DEGREES 50 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 40.41 FEET TO A POINT FOR CORNER;

THENCE NORTH 68 DEGREES 10 MINUTES 08 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 37.90 FEET TO A POINT FOR CORNER;

THENCE NORTH 42 DEGREES 09 MINUTES 44 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.91 FEET TO A POINT FOR CORNER;

THENCE NORTH 85 DEGREES 17 MINUTES 01 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 44.30 FEET TO A POINT FOR CORNER;

THENCE SOUTH 56 DEGREES 44 MINUTES 58 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;

THENCE NORTH 74 DEGREES 11 MINUTES 40 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.32 FEET TO A POINT FOR CORNER;

THENCE NORTH 23 DEGREES 48 MINUTES 11 SECONDS WEST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 71.75 FEET TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 48 MINUTES 10 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 27.46 FEET TO A POINT FOR CORNER;

THENCE NORTH 48 DEGREES 06 MINUTES 05 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.57 FEET TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 36 MINUTES 03 SECONDS EAST, ALONG THE APPROXIMATE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

THENCE SOUTH 87 DEGREES 17 MINUTES 04 SECONDS EAST, DEPARTING THE APPROXIMATE CENTERLINE OF SAID CREEK, OVER, ACROSS AND UPON SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 59.93 FEET TO A 1/2-INCH CAPPED IRON ROD SATMPED "RPLS 4709" FOUND FOR CORNER;

THENCE NORTH 08 DEGREES 38 MINUTES 06 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 90.27 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 13 DEGREES 21 MINUTES 51 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 72.28 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 03 DEGREES 39 MINUTES 54 SECONDS EAST, CONTINUING THROUGH SAID SECOND-REFERENCED LONGHORN, LLC TRACT, A DISTANCE OF 29.80 FEET TO A 1/2-INCH FIR FOR CORNER, SAID POINT LYING ON A SOUTH LINE OF THAT SAME TRACT OF LAND DESCRIBED TO JANICE DELANO & BRIAN DELANO, BY WARRANY DEED RECORDED IN DOCUMENT NUMBER 2020-27593 (D.R.G.C.T.) AND ON A NORTH LINE OF SAID SECOND-REFERENCED LONGHORN. LLC TRACT;

THENCE NORTH 36 DEGREES 25 MINUTES 17 SECONDS WEST, OVER, ACROSS AND UPON SAID JANICE DELANO TRACT, A DISTANCE OF 135.06 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE NORTH 58 DEGREES 50 MINUTES 56 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 55.09 FEET TO A 1/2-INCH FIR FOR CORNER;

THENCE SOUTH 88 DEGREES 40 MINUTES 40 SECONDS WEST, CONTINUING THROUGH SAID JANICE DELANO TRACT, A DISTANCE OF 342.48 FEET TO A 1/2-INCH FIR FOR A COMMON CORNER OF SAID JANICE DELANO TRACT AND THAT SAME TRACT OF LAND DESCRIBED TO JASON ATKINS BY WARRANTY DEED RECORDED IN VOLUME 2117, PAGE 352 (D.R.G.C.T.);

THENCE NORTH 01 DEGREES 19 MINUTES 20 SECONDS WEST, WITH A WEST LINE OF SAID JANICE DELANO TRACT AND AN EAST LINE OF SAID ATKINS TRACT, A

DISTANCE OF 397.46 FEET TO A POINT FOR CORNER, SAID POINT LYING IN THE APPROXIMATE CENTERLINE OF A CREEK;

THENCE NORTH 23 DEGREES 24 MINUTES 04 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 64.27 FEET TO A POINT FOR CORNER;

THENCE NORTH 10 DEGREES 39 MINUTES 25 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 109.85 FEET TO A POINT FOR CORNER;

THENCE NORTH 09 DEGREES 34 MINUTES 20 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 54.95 FEET TO A POINT FOR CORNER;

THENCE NORTH 50 DEGREES 22 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 55.21 FEET TO A POINT FOR CORNER;

THENCE SOUTH 67 DEGREES 18 MINUTES 19 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 25.80 FEET TO A POINT FOR CORNER;

THENCE SOUTH 29 DEGREES 10 MINUTES 00 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 47.36 FEET TO A POINT FOR CORNER;

THENCE SOUTH 33 DEGREES 46 MINUTES 39 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 52.41 FEET TO A POINT FOR CORNER;

THENCE NORTH 79 DEGREES 58 MINUTES 18 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 42.67 FEET TO A POINT FOR CORNER;

THENCE NORTH 21 DEGREES 27 MINUTES 48 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 115.02 FEET TO A POINT FOR CORNER;

THENCE SOUTH 46 DEGREES 13 MINUTES 52 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 95.28 FEET TO A POINT FOR CORNER;

THENCE NORTH 46 DEGREES 55 MINUTES 08 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 80.30 FEET TO A POINT FOR CORNER;

THENCE NORTH 11 DEGREES 08 MINUTES 44 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 96.61 FEET TO A POINT FOR CORNER;

THENCE NORTH 48 DEGREES 12 MINUTES 05 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 83.67 FEET TO A POINT FOR CORNER;

THENCE NORTH 38 DEGREES 57 MINUTES 03 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

THENCE NORTH 30 DEGREES 23 MINUTES 03 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 48.54 FEET TO A POINT FOR CORNER;

THENCE NORTH 07 DEGREES 50 MINUTES 29 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 87.58 FEET TO A POINT FOR CORNER;

THENCE NORTH 26 DEGREES 43 MINUTES 55 SECONDS EAST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 75.70 FEET TO A POINT FOR CORNER;

THENCE NORTH 00 DEGREES 41 MINUTES 32 SECONDS WEST, ALONG THE CENTERLINE OF SAID CREEK, A DISTANCE OF 46.66 FEET TO A POINT FOR AN INTERIOR "ELL" CORNER OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT AND A NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED TO MICKEY E. McCOLLUM & BOBBIE A. McCOLLUM BY DEED RECORDED IN VOLUME 2396, PAGE 523 (D.R.G.C.T.), SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE;

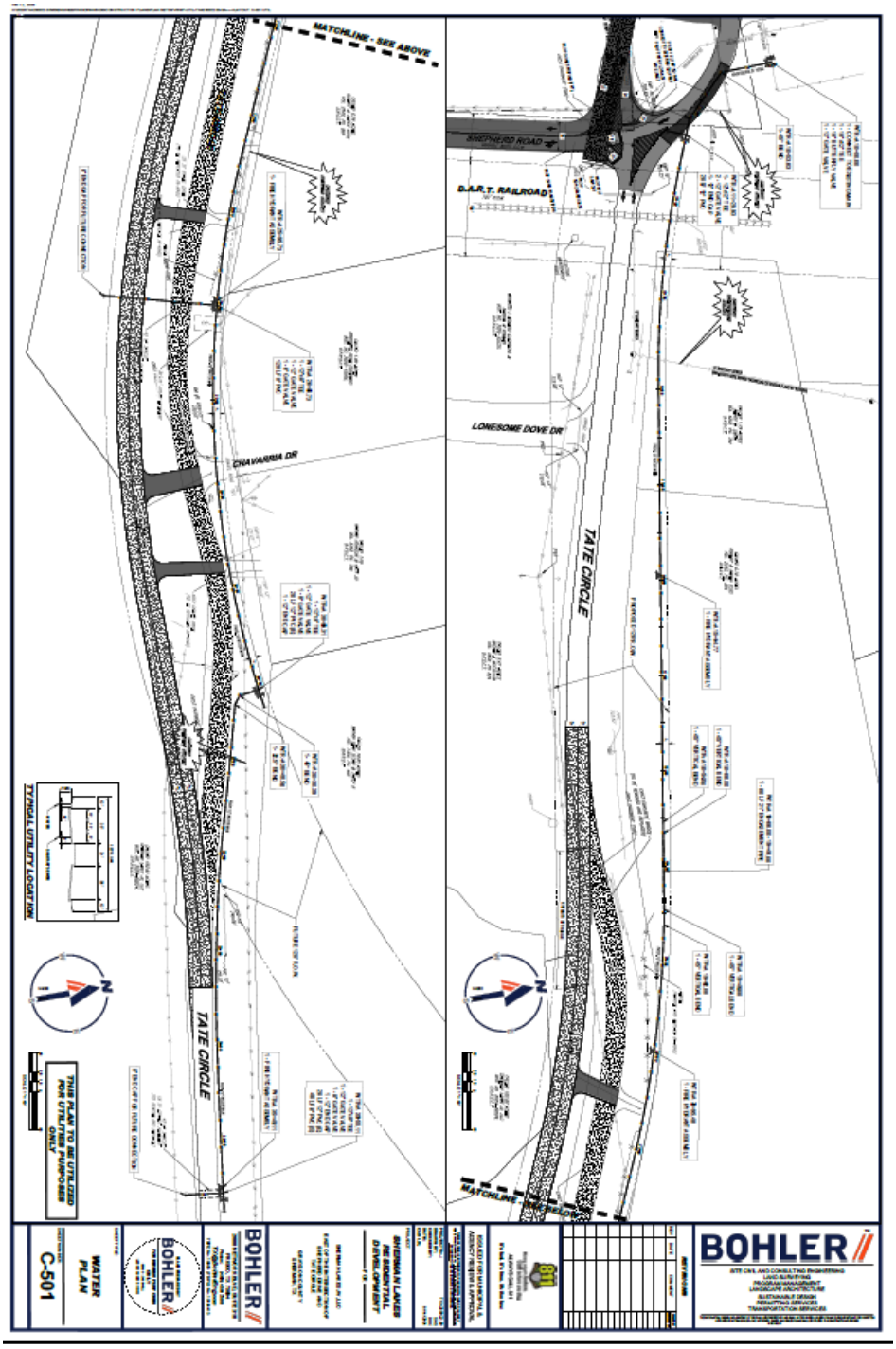
THENCE SOUTH 89 DEGREES 18 MINUTES 28 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, AND A NORTH LINE OF SAID McCOLLUM TRACT A DISTANCE OF 85.51 FEET TO A 1/2-INCH FIR FOR CORNER AND BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 703.20 FEET, A CENTRAL ANGLE OF 17 DEGREES 30 MINUTES 44 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 81 DEGREES 59 MINUTES 43 SECONDS WEST, 214.09 FEET;

THENCE IN A NORTHWESTERLY DIRECTION, WITH THE CURVING SOUTHWEST RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 214.93 FEET, TO A 1/2-INCH FIR FOR CORNER;

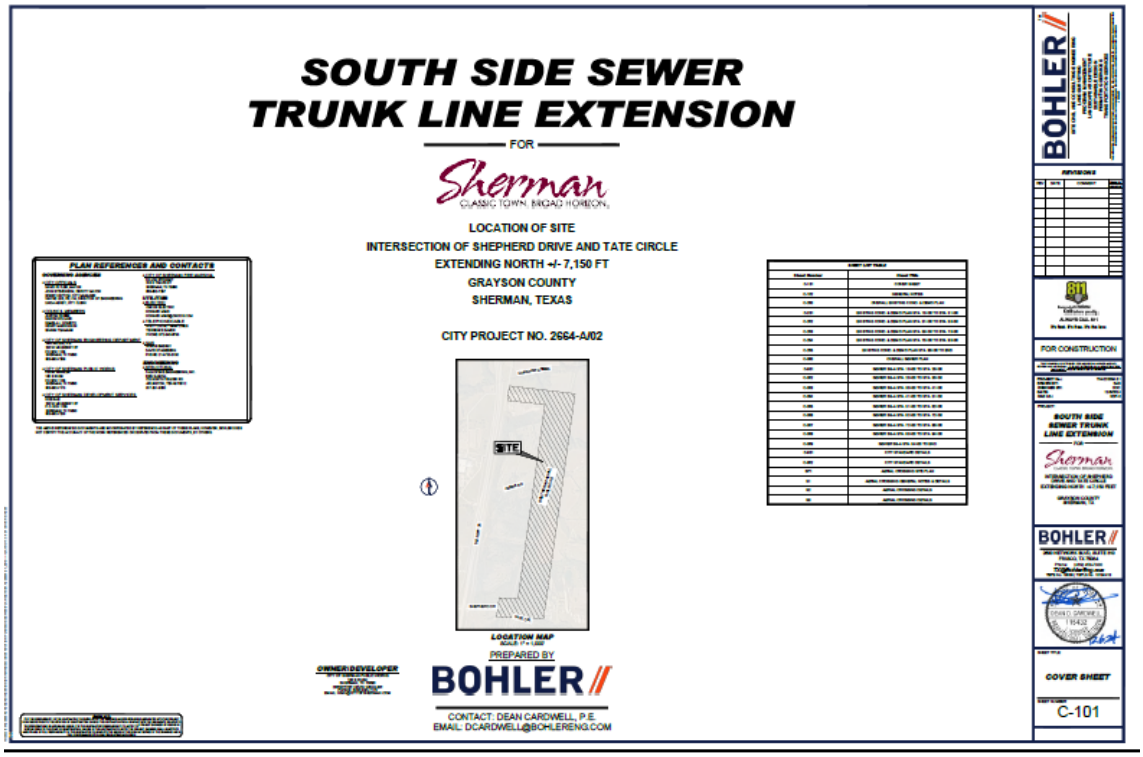
THENCE NORTH 73 DEGREES 09 MINUTES 29 SECONDS WEST, WITH A SOUTH LINE OF SAID FIRST-REFERENCED LONGHORN, LLC TRACT, THE SOUTH RIGHT-OF-WAY LINE OF SAID TATE CIRCLE, A DISTANCE OF 397.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 183.681 ACRES OR 8,001,128 SQUARE FEET OF LAND, MORE OR LESS

Exhibit B

General Depiction and Description of the Developer Improvements[1]



[1] Full Plan Set for South Side Sewer Improvements on file with Sherman and Developer.



SHEET LIST TABLE

Sheet Number	Sheet Title
C-101	COVER SHEET
C-102	GENERAL NOTES
C-200	OVERALL EXISTING COND. & DEMO PLAN
C-201	EXISTING COND. & DEMO PLAN STA. 10+00 TO STA. 31+00
C-202	EXISTING COND. & DEMO PLAN STA. 31+00 TO STA. 53+50
C-203	EXISTING COND. & DEMO PLAN STA. 53+50 TO STA. 73+00
C-204	EXISTING COND. & DEMO PLAN STA. 73+00 TO STA. 93+00
C-205	EXISTING COND. & DEMO PLAN STA. 93+00 TO END
C-300	OVERALL SEWER PLAN
C-301	SEWER SS-A STA. 10+00 TO STA. 20+00
C-302	SEWER SS-A STA. 20+00 TO STA. 30+50
C-303	SEWER SS-A STA. 30+50 TO STA. 41+00
C-304	SEWER SS-A STA. 41+00 TO STA. 51+50
C-305	SEWER SS-A STA. 51+50 TO STA. 62+00
C-306	SEWER SS-A STA. 62+00 TO STA. 72+50
C-307	SEWER SS-A STA. 72+50 TO STA. 83+00
C-308	SEWER SS-A STA. 83+00 TO STA. 94+00
C-309	SEWER SS-A STA. 94+00 TO END
C-901	CITY STANDARD DETAILS
C-902	CITY STANDARD DETAILS
SP1	AERIAL CROSSING SITE PLAN
S1	AERIAL CROSSING GENERAL NOTES & DETAILS
S2	AERIAL CROSSING DETAILS
S3	AERIAL CROSSING DETAILS

Exhibit C

Estimated Cost Analysis

Sherman Lakes Offsites and Infrastructure			BE JN: Location:	TXA230022.00 Sherman, Texas
DEMOLITION/ REMOVAL SERVICES	**UNIT $**	**UNIT**	**QUANTITY**	**TOTAL**
REMOVE ASPHALT PAVEMENT (105' SAWCUT)	$35	SY	130	$4,550
HAUL-OFF MISC PAVEMENT	$50	SY	130	$6,500
TRAFFIC CONTROL	$9,000	EA	1	$10,000
MISCELLANEOUS DEMO (Gravel drives, bar ditches, etc.)	$10,000	EA	1	$10,000
DEMOLITION/ REMOVAL TOTAL				**$26,500**

PAVEMENT IMPROVEMENTS	**UNIT $**	**UNIT**	**QUANTITY**	**TOTAL**
SAWCUT PAVEMENT	$18	LF	130	$2,340
CONNECT TO EXISTING PAVEMENT	$20	LF	48	$960
TEMPORARY 4" ASPHALT PAVEMENT	$57	SY	423	$24,111
7" REINFORCED CONC. PAVING (W/CURB)	$69	SY	4183	$288,627
6" SUBGRADE PREPARATION	$5	SY	4,601	$23,007
% HYDRATED LIME (36 LB/SY)	$137	TON	36	$4,932
SIGNAGE AND STRIPING	$10,000	LS	1	$10,000
MAINTENANCE BOND (2%)				$7,080
INSPECTION FEE (3.5%)				$12,389
PAVEMENT IMPROVEMENT TOTAL				**$373,445**

UNDERGROUND UTILITY IMPROVEMENTS	**UNIT $**	**UNIT**	**QUANTITY**	**TOTAL**
DOMESTIC WATER				
CONNECT TO EXISTING 16" WATER MAIN	$3,500	EA	1	$3,500
12" PVC (WITH FITTINGS)	$105	LF	2785	$292,425
16" BUTTERFLY VALVE AND BOX	$18,000	EA	1	$18,000
12" GATE VALVE AND BOX	$4,500	EA	9	$40,500
FIRE HYDRANT WITH 6" GATE VALVE AND BOX	$7,600	EA	4	$30,400
END CAP	$1,000	EA	5	$5,000
DIRECTIONAL BORING	$430	LF	304	$130,720
21" O.D. ENCASEMENT PIPE (HIGH DENSITY STEEL) FOR CRE	$250	LF	61	$15,250
TRENCH SAFETY	$2	LF	2785	$4,178
TESTING (INCLUDING GEOTECH)	$4	LF	304	$1,064
MAINTENANCE BOND (2%)				$10,821
INSPECTION FEE (3.5%)				$18,936
IMPROVEMENTS TOTAL				**$570,794**

MISCELLANEOUS IMPROVEMENTS	**UNIT $**	**UNIT**	**QUANTITY**	**TOTAL**
EROSION CONTROL	$240	WEEK	30	$7,200
PAVEMENT IMPROVEMENT TOTAL				**$7,200**

Sherman Lakes Offsites and Infrastructure	BE JN:	TXA230022.00
	Location:	Sherman, Texas

BRIDGE IMPROVEMENTS	UNIT $	UNIT	QUANTITY	TOTAL
BRIDGE CONSTRUCTION COST	$156	SF	3466	$540,696

SUMMARY	
SECTION	COST
DEMOLITION/ REMOVAL TOTAL	$26,500
PAVEMENT IMPROVEMENT TOTAL	$373,445
UNDERGROUND UTILITY IMPROVEMENTS	$570,794
BRIDGE IMPROVEMENTS	$540,696
MISCELLANEOUS IMPROVEMENTS	$7,200
SUBTOTAL	**$1,518,635**

PROFESSIONAL SERVICES	12%		$182,236
CONTINGENCIES	25%		$379,659
PROJECT SUBTOTAL			**$2,080,530**

BLAZER BUILDING

Sherman Gateway Phase 1 Offsite Sanitary Sewer Extension

DESCRIPTION	QTY	UoM	PRICE	TOTAL
24" PVC SEWER PIPE	3280	LF	$254	$1,052,810
18" PVC SEWER PIPE	2460	LF	$148	$460,086
15" PVC SEWER PIPE	2680	LF	$134	$453,818
12" PVC SEWER PIPE	260	LF	$99	$32,528
10" PVC SEWER PIPE	20	LF	$77	$1,946
8" PVC SEWER PIPE	40	LF	$66	$3,336
5' MANHOLES	2	EA	$12,190	$30,809
5' DROP MANHOLES	1	EA	$24,588	$31,072
5' TYPE S VENTED MANHOLES	15	EA	$13,648	$258,704
5' ALTERNATE B MANHOLES	9	EA	$12,985	$147,682
BYPASS	2	MONTHS	$37,500	$94,777
CONNECT TO EXISTING MANHOLE	1	EA	$3,750	$4,739
36" STEEL ENCASED BORE	150	LF	$1,491	$282,625
24" STEEL ENCASED AERIAL CROSSING	1	LS	$297,000	$375,318
18" STEEL ENCASED BORE	100	LF	$930	$117,524
REMOVE EXISTING SEWER PIPE	5560	LF	$30	$210,784
REMOVE EXISTING MANHOLE	15	EA	$4,500	$85,299
CLEARING	9	ACRE	$18,000	$204,719
R & R PAVING	2194	SF	$38	$105,357
RESTORATION	20	DAYS	$3,113	$78,678
SEEDING	13	ACRES	$2,925	$48,052
SPOILS HAUL OFF	215	LDS	$367	$99,712
ROW PREPARATION	20	DAYS	$4,200	$106,150
SEWER TESTING	1	LS	$22,500	$28,433
TRENCH SAFETY	1	LS	$60,000	$75,822
PLUMBING PERMIT	1	LS	$5,250	$6,634
MAINTENANCE BOND	1	LS	$61,180	$77,313
MINOR EARTHWORK	1	LS	$20,000	$25,274
GRAND TOTAL				**$4,500,000.00**

Exhibit D

Agreed Form of Three-Party Agreement for Public Improvements

Construction of Public Infrastructure in Public Rights-Of-Way or Easements
(Drainage, Pavement, Sanitary Sewer, Water and/or Other Public Facilities)

CHECKLIST of items required for release of plans and issuance of notice to proceed. (See Item 7.)

Submitted	N/A	
_____	_____	Four (4) originals of the Contract, Bonds, Insurance Certificates and Acknowledgement Form (See instructions below.)
_____	_____	Three (3) to scale half size copies of approved construction plans, sealed by a Professional Engineer.
_____	_____	Plat has been approved by P&Z and City Council.
_____	_____	All necessary off-site easements executed and submitted per instructions.
_____	_____	Copy of SWPPP (booklet) and NOI as sent to TCEQ (or Site Notice) as applicable.
_____	_____	Copy of construction material submittals.
_____	_____	List of proposed subcontractors and emergency contact phone numbers.
_____	_____	Flash drive with construction plans in pdf format (by Engineer).
_____	_____	4.0% Inspection Fee (Paid)

INSTRUCTIONS FOR EXECUTION AND SUBMITTAL OF CONTRACT AND BONDS

1. Owner and Contractor must sign "**Three-Party Agreement**" and provide four (4) originals of documents.
2. Attach **Schedule of Values** (bid item costs) as **Exhibit "A"**. Do not use "lump sum" prices unless approved by City Engineer in writing in advance. Do not include any private facilities or private improvements in the Schedule of Values. The City Engineer or his designee must approve the Schedule of Values prior to submission of the completed Three-Party Agreement.
3. Bonds:
   - Execute **Performance Bond** and **Payment Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed.
   - Execute the **Maintenance Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed for a term of two (2) years from the date of acceptance of the work. (Note that the date of the Maintenance Bond must not be earlier than the date of the Contract.)
4. Provide a **Certificate of Insurance and All Applicable Endorsements**, in accordance with the attached form and sample, showing coverage with liability limits. The minimum limits are as specified below:
   a. Workers' Compensation/Employer's Liability: Providing for payment of benefits as specified by the Workers' Compensation Laws of the State of Texas.
   b. Contractor's Public Liability
      (1) Bodily Injury: $1,000,000 each person
      $1,000,000 each accident
      (2) Property Damage: $1,000,000 each accident
5. Sign **Acknowledgement** related to the payment of inspection fees and testing costs prior to acceptance of public improvements by the City.
6. Submit four (4) sets of documents as above, each with original signatures. The order of each set should be:
   - Contract
   - Exhibit "A" - Schedule of Values
   - Performance Bond, Payment Bond, Maintenance Bond; power of attorney must be submitted for all bonds
   - Certificate of Insurance and Endorsements and Contractor's Certification of Workers' Compensation
   - Acknowledgement Form
7. Beginning Construction: The written release of approved construction plans to the field via the City's Engineering Inspector constitutes **Notice to Proceed (NTP).**
8. If you have any questions, please call 903-892-7208.

City of Sherman
Private Contract No._____

THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS

This THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS is made and entered into by and between _____ ("OWNER") and _____ ("CONTRACTOR"). OWNER and CONTRACTOR are each referred to herein as a "party" or collectively as the "parties."

1. CONTRACTOR hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation ("work") of the following:

_____

_____

_____

See Exhibit "A" – Schedule of Values and scope of work (collectively, "Public Improvements").

2. The construction and installation of the Public Improvements shall be performed according to the plans prepared by _____ (engineering firm), titled _____ (name of project), dated _____, and the current ordinances, standards, specifications, details and other requirements relating to the design and construction of public improvements (collectively, "Sherman Construction Standards") adopted or issued by the City of Sherman ("CITY"), including the City Engineer and his designee (which are on file in the CITY Engineering Department), and the current edition of the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments. In the event of a conflict between the Sherman Construction Standards and the NCTCOG Standard Specifications, the Sherman Construction Standards and the NCTCOG Standard Specifications shall govern in that order. The parties agree that the Public Improvements construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his designee.

3. Inasmuch as the Public Improvements are proposed for dedication to the CITY, it is agreed by and between the parties that the CITY has an interest in the proper performance of this Agreement and any other contract relating to or arising out of the work, and that the CITY may bring suit for failure to comply with the terms of this Agreement and/or any such other contract, as a third-party beneficiary thereof. Although the Public Improvements may be accepted by the City Engineer, the CITY may recover damages and seek other remedies against the parties and/or upon the bonds if it is discovered that the Public Improvements were not built or completed in accordance with the terms of this Agreement.

4. It is agreed between the parties that a Performance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Performance Bond shall indemnify the CITY for the completion of the Project in accordance with the terms of this Agreement. The Performance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements.

5. It is agreed between the parties that a Payment Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Payment Bond shall indemnify the CITY against any claims of nonpayment by all persons, firms, corporations and other entities who may furnish materials or perform labor in connection with the work. The Payment Bond shall be approved by the City

Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

6. It is agreed between the parties that a Maintenance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Maintenance Bond ensure the repair or remedy of any maintenance issues the CITY may have regarding the Public Improvements after the CITY accepts the same. The Maintenance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

7. OWNER hereby agrees to pay CONTRACTOR for the work on the Public Improvements performed hereunder on the following basis:

See Exhibit "A" Schedule of Values for unit prices and total value of work.

8. Each of the parties hereto has been furnished a copy of the plans referenced above. The project plans have been reviewed and accepted by the City Engineer or his designee.

9. EACH OF CONTRACTOR AND OWNER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH PERFORMANCE UNDER THIS AGREEMENT AND/OR THE PUBLIC IMPROVEMENTS AND/OR THE WORK AND/OR THE GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR OR OWNER IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH

ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. CONTRACTOR shall not start work under this Agreement until CONTRACTOR has obtained, at CONTRACTOR's expense, all of the insurance specified in, and required by, this Section, nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until similar insurance has been obtained by the subcontractor. CONTRACTOR shall procure and keep in full force and effect the types and amounts of insurance specified herein for and during all aspects and phases of CONTRACTOR's work at no expense to CITY. All policies shall name the CITY, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance and professional liability insurance (if applicable). Such policies shall require the provision of written notice to CITY at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. General Liability Insurance shall provide for a Waiver of Subrogation against Sherman for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name Sherman as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A-" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project.

General Liability insurance for personal injury (including death) and property damage	$1 Million per occurrence $2 Million aggregate
Statutory Worker's compensation insurance	as required by state law
Employers Liability insurance	$1 Million bodily injury per accident $1 Million bodily injury by disease-policy limit $1 Million bodily injury by disease-each employee
Hired and Non-Owned Auto Liability insurance covering hired and non-owned autos	$1 Million per occurrence
Umbrella / Excess Liability insurance	$2 Million per occurrence (Projects less than $100,000)
Umbrella Liability insurance only	$2 Million per occurrence (Projects more than $100,000)

11. This Agreement shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

12. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

13. It is understood and agreed that the Public Improvements, all work and all installations of whatever kind made under the terms of this Agreement shall, upon the written acceptance thereof by the City Engineer or his designee, immediately become the property of the CITY, subject only to such reimbursement to the OWNER as provided by the ordinances of the CITY or by separate written agreement.

IN WITNESS WIIEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Signature of Contractor's Representative	Signature of Owner's Representative
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative
Name of Contractor (company)	Name of Owner (company)
Address	Address
City, State, Zip	City, State, Zip
Area Code - Telephone Number	Area Code - Telephone Number

STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____. known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of OWNER, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____day of _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of CONTRACTOR, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____ _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

RECEIVED AND APPROVED AS TO FORM:

_____
Engineer, City of Sherman

Attachments: Exhibit "A"- Schedule of Values, Performance, Payment, and Maintenance Bonds, Certificate of Insurance/Endorsements, Contractor's Certification of Workers' Compensation, Acknowledgement Form

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars (S_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars (S_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and _____/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however. that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct _____ (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided, and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon. and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

ACKNOWLEDGEMENT

As the person or entity constructing public improvements in public rights-of-way or easements in the City of Sherman ("City"), as set forth in the attached City of Sherman Private Contract, _____(Name of Contractor) and _____(Name of Owner) acknowledge and agree to the following prior to the construction of said improvements:

1. Give at least five (5) work days' notice to the City Engineer of the construction start date.

2. Confirm that the plans to be followed are those which have been approved by the City Engineer, or that any changes thereto are approved in writing by the City Engineer.

3. Provide to the City Engineer Performance, Maintenance, and Payment Bonds for the improvements in the same amounts as if the City were engaging a contractor to do the work. The City shall be a named beneficiary on these bonds.

4. Provide to the City Engineer any soil tests deemed appropriate by the City Engineer.

5. Prior to acceptance of the improvements by the City, pay any fees for any reasonable retesting deemed appropriate by the City Engineer.

6. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for City inspectors as needed.

7. Pay review, inspection and testing fees in the amount of four percent (4.0%) of the value of the improvements inspected or $_____.

8. Provide the City with a flash drive containing record drawings in pdf format and dwg/dxf format of the public improvements installed.

AGREED AND ACKNOWLEDGED this the_____day of_____, 20_____.

_____	_____
Name of Contractor (company)	Name of Owner (company)
_____	_____
Signature of Contractor's Representative	Signature of Owner's Representative
_____	_____
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative

City of Sherman
Private Contract No._____

THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS

This THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS is made and entered into by and between _____ ("OWNER") and _____ ("CONTRACTOR"). OWNER and CONTRACTOR are each referred to herein as a "party" or collectively as the "parties."

1. CONTRACTOR hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation ("work") of the following:

_____

_____

_____

See Exhibit "A" – Schedule of Values and scope of work (collectively, "Public Improvements").

2. The construction and installation of the Public Improvements shall be performed according to the plans prepared by _____ (engineering firm), titled _____ (name of project), dated _____, and the current ordinances, standards, specifications, details and other requirements relating to the design and construction of public improvements (collectively, "Sherman Construction Standards") adopted or issued by the City of Sherman ("CITY"), including the City Engineer and his designee (which are on file in the CITY Engineering Department), and the current edition of the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments. In the event of a conflict between the Sherman Construction Standards and the NCTCOG Standard Specifications, the Sherman Construction Standards and the NCTCOG Standard Specifications shall govern in that order. The parties agree that the Public Improvements construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his designee.

3. Inasmuch as the Public Improvements are proposed for dedication to the CITY, it is agreed by and between the parties that the CITY has an interest in the proper performance of this Agreement and any other contract relating to or arising out of the work, and that the CITY may bring suit for failure to comply with the terms of this Agreement and/or any such other contract, as a third-party beneficiary thereof. Although the Public Improvements may be accepted by the City Engineer, the CITY may recover damages and seek other remedies against the parties and/or upon the bonds if it is discovered that the Public Improvements were not built or completed in accordance with the terms of this Agreement.

4. It is agreed between the parties that a Performance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Performance Bond shall indemnify the CITY for the completion of the Project in accordance with the terms of this Agreement. The Performance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements.

5. It is agreed between the parties that a Payment Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Payment Bond shall indemnify the CITY against any claims of nonpayment by all persons, firms, corporations and other entities who may furnish materials or perform labor in connection with the work. The Payment Bond shall be approved by the City

Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

6. It is agreed between the parties that a Maintenance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Maintenance Bond ensure the repair or remedy of any maintenance issues the CITY may have regarding the Public Improvements after the CITY accepts the same. The Maintenance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

7. OWNER hereby agrees to pay CONTRACTOR for the work on the Public Improvements performed hereunder on the following basis:

See Exhibit "A" Schedule of Values for unit prices and total value of work.

8. Each of the parties hereto has been furnished a copy of the plans referenced above. The project plans have been reviewed and accepted by the City Engineer or his designee.

9. EACH OF CONTRACTOR AND OWNER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH PERFORMANCE UNDER THIS AGREEMENT AND/OR THE PUBLIC IMPROVEMENTS AND/OR THE WORK AND/OR THE GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR OR OWNER IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

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Hired and Non-Owned Auto Liability insurance covering hired and non-owned autos	$1 Million per occurrence
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11. This Agreement shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

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IN WITNESS WIIEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Signature of Contractor's Representative	Signature of Owner's Representative
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative
Name of Contractor (company)	Name of Owner (company)
Address	Address
City, State, Zip	City, State, Zip
Area Code - Telephone Number	Area Code - Telephone Number

STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____. known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of OWNER, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____day of _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of CONTRACTOR, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____ _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

RECEIVED AND APPROVED AS TO FORM:

_____
Engineer, City of Sherman

Attachments: Exhibit "A"- Schedule of Values, Performance, Payment, and Maintenance Bonds, Certificate of Insurance/Endorsements, Contractor's Certification of Workers' Compensation, Acknowledgement Form

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____ day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars (S_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and _____/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however. that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct _____ (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided, and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon. and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

ACKNOWLEDGEMENT

As the person or entity constructing public improvements in public rights-of-way or easements in the City of Sherman ("City"), as set forth in the attached City of Sherman Private Contract, _____(Name of Contractor) and _____(Name of Owner) acknowledge and agree to the following prior to the construction of said improvements:

1. Give at least five (5) work days' notice to the City Engineer of the construction start date.

2. Confirm that the plans to be followed are those which have been approved by the City Engineer, or that any changes thereto are approved in writing by the City Engineer.

3. Provide to the City Engineer Performance, Maintenance, and Payment Bonds for the improvements in the same amounts as if the City were engaging a contractor to do the work. The City shall be a named beneficiary on these bonds.

4. Provide to the City Engineer any soil tests deemed appropriate by the City Engineer.

5. Prior to acceptance of the improvements by the City, pay any fees for any reasonable retesting deemed appropriate by the City Engineer.

6. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for City inspectors as needed.

7. Pay review, inspection and testing fees in the amount of four percent (4.0%) of the value of the improvements inspected or $_____.

8. Provide the City with a flash drive containing record drawings in pdf format and dwg/dxf format of the public improvements installed.

AGREED AND ACKNOWLEDGED this the_____day of_____, 20_____.

_____	_____
Name of Contractor (company)	Name of Owner (company)
_____	_____
Signature of Contractor's Representative	Signature of Owner's Representative
_____	_____
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative

Exhibit E
Building Materials Standards

As used in this Agreement, the term "Building Materials Standards" shall include all minimum standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Sherman's Zoning Ordinance, Chapter 14 of the Sherman Code of Ordinances, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

2. Sherman's Ordinance approving the zoning applicable to the Property, as it exists or may be amended (and any successor ordinance thereto).

3. Sherman's Ordinance adopting the International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

4. Sherman's Ordinance adopting the International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

5. Sherman's Ordinance adopting the International Mechanical Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

6. Sherman's Ordinance adopting the International Plumbing Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

7. Sherman's Ordinance adopting the National Electrical Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

8. Sherman's Ordinance adopting the International Residential Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

9. Sherman's Ordinance adopting the International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

10. Sherman's Ordinance adopting the International Fire Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

11. Sherman's Ordinance adopting the International Building Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

12. Any other existing, future or successor ordinance, rule or regulation adopted by the Sherman City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

Re: Annexation term sheet regarding 183.54 acres located along Tate Circle currently within Grayson County ETJ (the "Property")

Sherman Lakes JV, LLC ("Owner") in willing to annex the above referenced Property into the City of Sherman subject to the general terms and conditions contained herein:

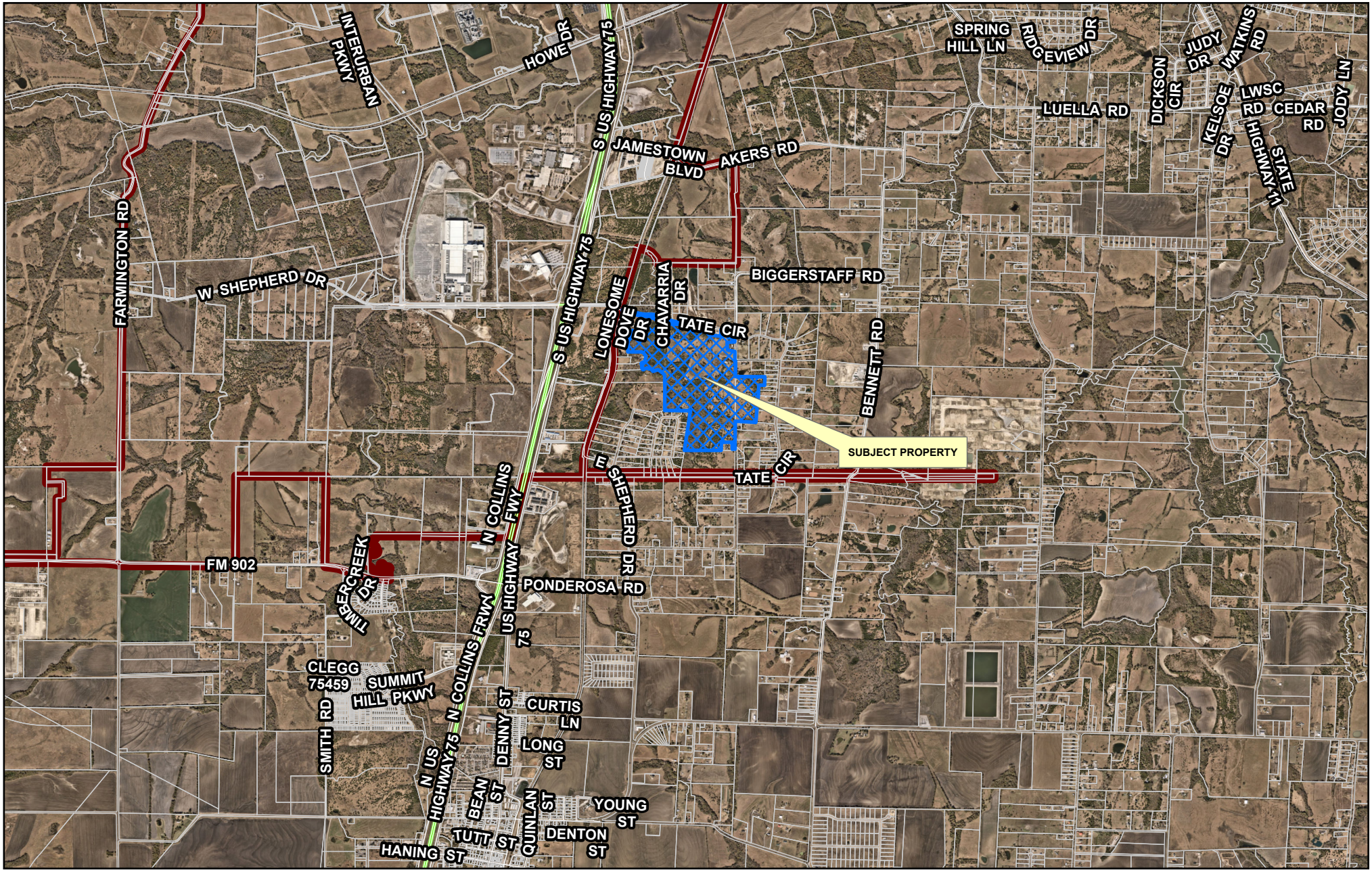
1. The Owner will commit to a plan that will include a mixture of townhome and single-family product in line with the site plan depicted in Exhibit A ("Planned Development Site Plan"). The single-family lots will be a combination of 40' 50' and 60' lots. The site would be annexed subject to a Planned Development zoning which will allow the Owner to modify the site plan in the future.
    a. The total number of lots will not exceed 659.
    b. The townhome product may be constructed as duplex units subject to the site max density.
2. Reimbursement of survey, design, and proposed improvements for South Side Sewer Extension – Total Cost of Approximately $4.5MM (Final reimbursement value to be determined by final construction costs).
    a. Cost to be divided into three portions: the City of Sherman, the Sherman Gateway development team, and the Sherman Lakes JV (owner), each with 1/3 share.
    b. Sherman Gateway will be responsible for the construction of the improvements.
    c. . Once completed, Sheman's sewer system will provide service to the project with capacity up to 659 lots.
3. The Owner is working towards being released from the Luella CCN. Once completed, Sheman's water system will provide service to the project with capacity up to 659 lots.
4. The Owner will commit to widen Tate Circle to four lanes along the site's frontage once the Project breaks ground.
    a. Sherman will reimburse Owner for 50% of the total cost to widen the road after acceptance of improvements.
5. The Owner will be responsible for extending water to the site.
6. The Owner is not required to pay for or contribute to any other off-site improvements.
7. City of Sherman will support Owner's efforts to create an in-City Municipal Utility District ("MUD").

On behalf of Sherman Lakes JV, LLC, we look forward to a favorable response. Please indicate your acceptance by executing the signature block provided below and returning the same to me via email. In the meantime, do not hesitate to reach out with any questions.

Sincerely,

Scott Tarbet & Will Stolz
cc: Alec Stolz
cc: David Corbin

Exhibit A
Planned Development Site Plan



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

CITY OF SHERMAN
LOCATION MAP
1501 BLK TATE CIR

N
W E
S

Date: 3/20/2026 4:58 PM

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.2.

Meeting Date: 7/6/2026

Prepared By: Clint Philpott, Assistant City Manager

Approved By:

Caption:
RESOLUTION NO. 7654
Authorizing Execution of a Development Agreement Between the City of Sherman and Joiner Ranch LLC for a Planned Development of approximately 173.157 acres generally located south of Fm 691, north of Blue Flame Rd and east of US 75.

Issue:
Authorizing Execution of a Development Agreement Between the City of Sherman and Joiner Ranch LLC for a Planned Development of approximately 173.157 acres generally located south of Fm 691, north of Blue Flame Rd and east of US 75

Background:
The property is located in the 2801 Block FM 691 and 2900 Block FM 691. Last summer, Planning and Zoning recommended approval of a Planned Development including single family lots, multifamily lots and a commercial district.

Within the approved single-family section of this development, the developer has requested the creation of a Public Improvement District (PID) and to be able to issue PID bonds for public infrastructure within the development.

In March of 2025, the City received the complete PID application. Upon final review, this application meets the requirements of the City's PID Policy.

This agreement is the first step toward the creation of the PID for this area. This agreement also details the dedication of future park land (at no cost to the City) and sets specific building material and aesthetic standards within the PID limits.

Capital Improvement Program:

Origination:
City Manager

Financial Consideration:

Staff Recommendation:

Staff recommends approval of this agreement

Alternatives:
As directed by Council

Attachments:
1. Resolution No. 7654
2. EXHIBIT C
3. Location Map (7)
4. Joiner Ranch Development Agreement Final

RESOLUTION NO. 7654

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SHERMAN AND JOINER RANCH LLC FOR A PLANNED DEVELOPMENT OF APPROXIMATELY 173.157-ACRES GENERALLY LOCATED SOUTH OF FM 691, NORTH OF BLUE FLAME RD AND EAST OF US 75; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Development Agreement with Sherman Lakes Development for certain improvements within an approximate 183-acre tract of land located south of Tate Circle / Shepherd D. and East of US 75, in the City of Sherman, Texas, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of July 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

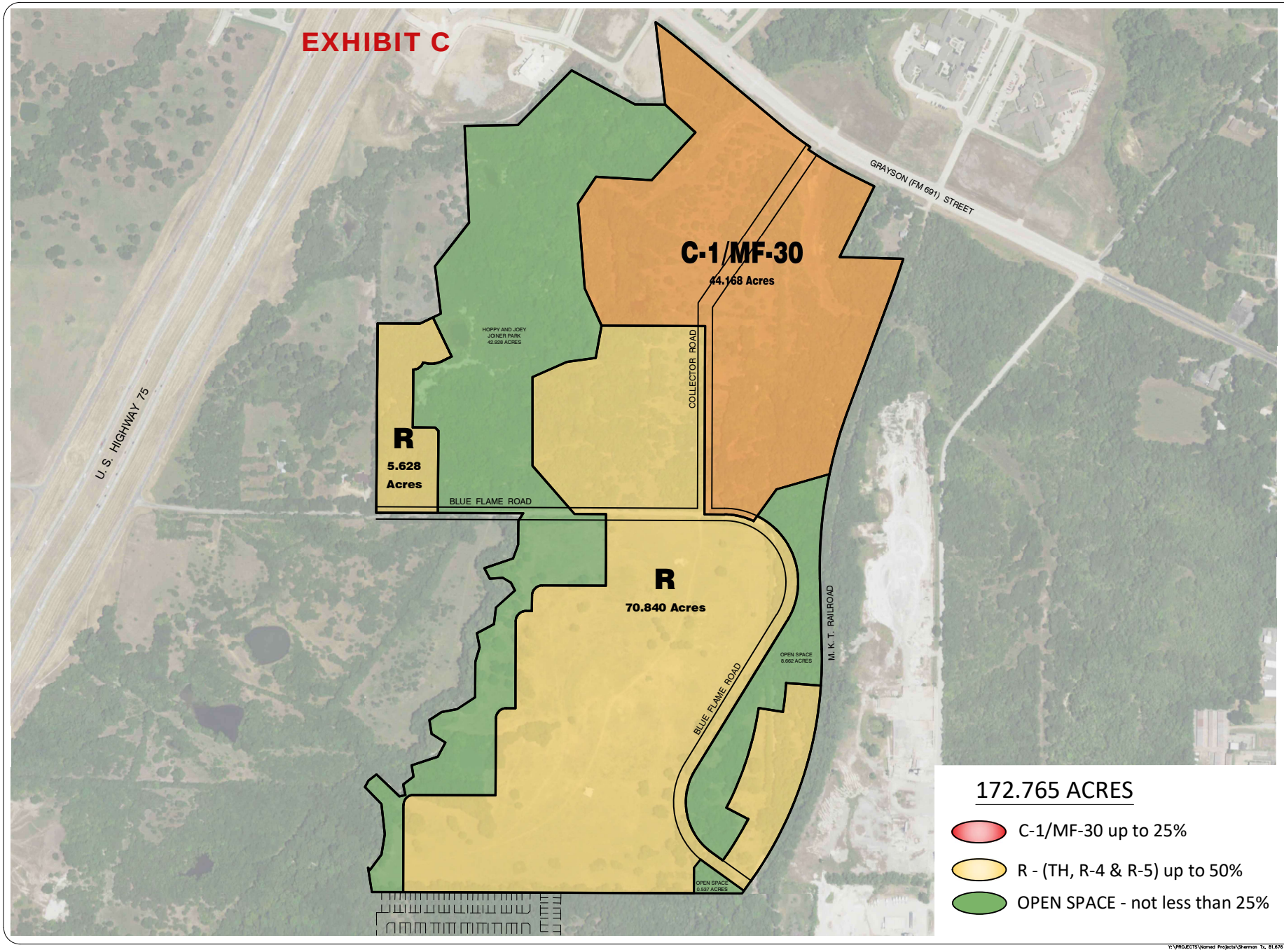
BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT C



172.765 ACRES

- C-1/MF-30 up to 25%
- R - (TH, R-4 & R-5) up to 50%
- OPEN SPACE - not less than 25%

N

200 0 100 200

Scale: 1" = 200'

PD EXHIBIT

JOINER RANCH

CITY OF SHERMAN, TEXAS

Engineer:

PETITT - ECD

ENGINEERING SURVEYING
CONSTRUCTION ADMINISTRATION

1600 N. COLLINS BLVD
SUITE 3300
RICHARDSON, TX 75080

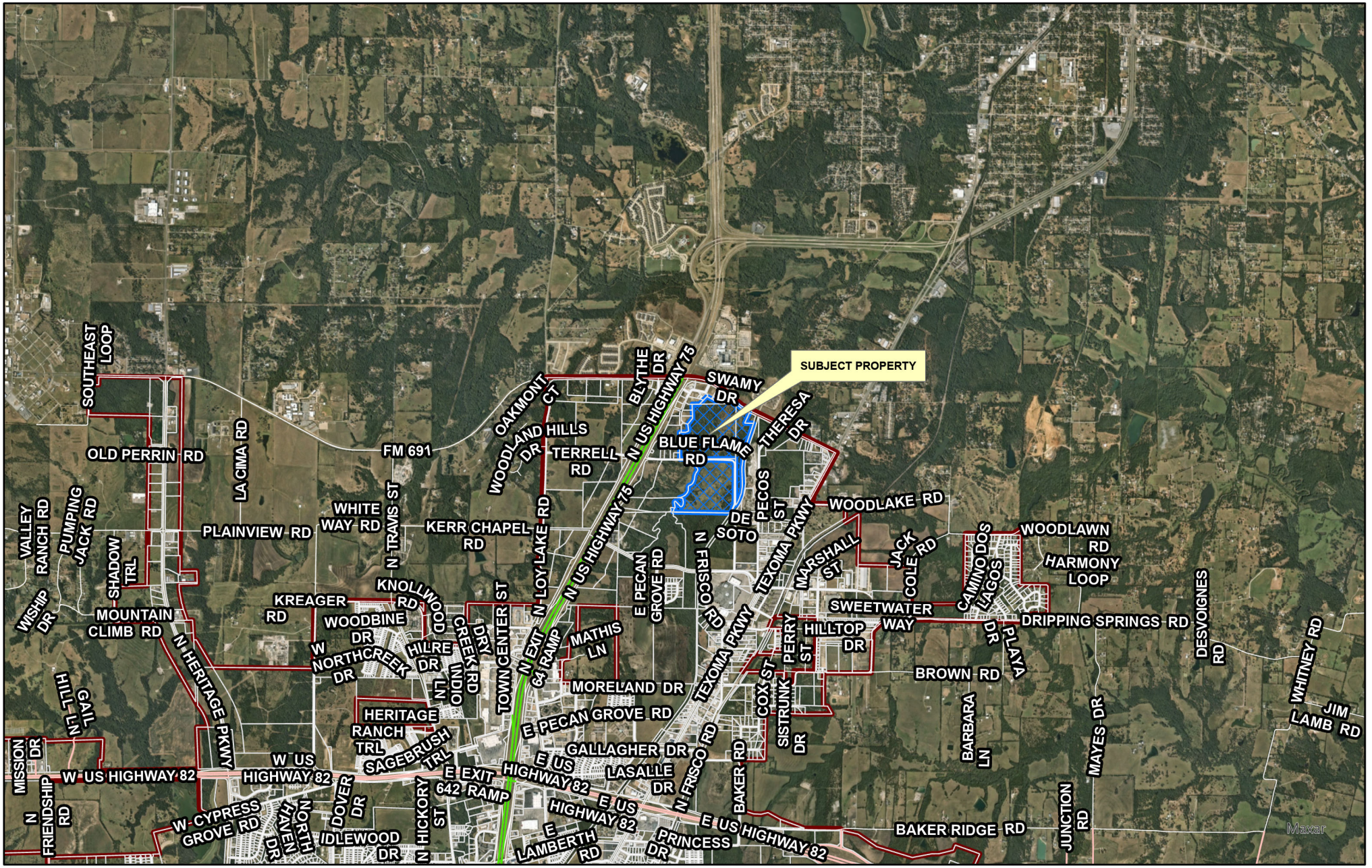
201 WINDCO CIRCLE
SUITE 100
WYLIE, TX 75098
972.941.8400

APRIL 24, 2024

SHEET NO. 1 OF 1

PROJECT #00000

Y:\PROJECTS\Named Projects\Sherman Tx, 81.676 Acres Grayson Street\dwg\Planning\DP-C.dwg



dlagrone H:\PLANNING\Public Notification KT.aprx

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Development Services Department

CITY OF SHERMAN
LOCATION MAP
2901 BLK BLUE FLAME RD & 2900 BLK 691

N
W E
S

Date: 5/30/2024 3:00 PM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return To:
City of Sherman
City Manager
P. O. Box 1106
Sherman, TX 75091-1106

DEVELOPMENT AGREEMENT BETWEEN JOINER RANCH LLC AND THE CITY OF SHERMAN, TEXAS

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman" or the "City"), and JOINER RANCH LLC, a Texas limited liability corporation (and its permitted successors and assigns, "Developer"). Sherman and Developer are each referred to herein as a "party" or collectively as the "parties."

WHEREAS, certain capitalized terms in these recitals are defined in Section 1 of this Agreement; and

WHEREAS, Developer represents and warrants that Developer is under contract to acquire fee simple ownership of approximately 173.157± acres of land located wholly within the corporate limits of Sherman, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes (the "Property"); and

WHEREAS, provided that Developer obtains fee simple title in and to the Property as contemplated in this Agreement, Developer seeks to develop or cause the development of the Property with residential and commercial uses subject to Planned Development (PD) zoning separately considered by the Sherman City Council (the "PD Ordinance"); and

WHEREAS, Developer desires to convey to Sherman, at no cost to Sherman, the Parkland Tract (hereinafter defined) in the manner set forth below; and

WHEREAS, Developer has asked Sherman to create the PID, as defined herein, levy PID assessments and issue PID bonds to help facilitate the development of the Property; and

WHEREAS, Sherman has adopted certain standards for architectural design, building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings in Sherman; and

WHEREAS, Developer desires to voluntarily consent to complying with Sherman's standards for architectural design, building products and materials and aesthetic methods, as more particularly set forth and referenced in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not; and

WHEREAS, Sherman hereby designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code; and

WHEREAS, the parties agree that they enter into this Agreement pursuant to Section 3000.002(d) of the Texas Government Code with the full understanding and intent that Sherman will have the right, but not the obligation, to enforce the Building Materials Standards on the Property from and after the Effective Date (hereinafter defined) of this Agreement; and

WHEREAS, Sherman finds that it would be advantageous and beneficial to Sherman and its citizens to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Sherman and Developer agree as follows:

1. Incorporation of Recitals; Definitions. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement. Certain terms used in this Agreement are defined in this Section 1. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. The following terms shall have the meanings hereinafter set forth:

   Administrative Expenses means reasonable expenses incurred by the City and Developer in the establishment, administration and operation of the PID.

   Administrator means an employee, consultant or designee of the City who shall have the responsibilities provided in the Service and Assessment Plan and the Indenture or any other agreement or document approved by the City related to the duties and responsibilities for the administration of the PID.

   Assessment(s) means the special assessments levied on the Property on a phase-by-phase basis, under one or more Assessment Ordinances adopted on a phase-by-phase basis to reimburse Developer for a portion of the Authorized Improvements benefitting the applicable phase(s) as set forth in the Service and Assessment Plan, as well as payment of Administrative Expenses and repayment of the PID Bonds and the costs associated with the issuance of the PID Bonds.

   Assessment Ordinance means an ordinance approved by the City Council under the PID Act establishing one or more Assessment(s).

   Authorized Improvements means the water, sewer, drainage, roadway, park, trail and all other improvements allowable under the PID Act that are identified in the PID Documents, and for which Developer will be fully or partially reimbursed pursuant to the terms of this Agreement.

   Authorized Improvements Cost means the actual cost of design, engineering, construction, acquisition, and inspection of the Authorized Improvements; Administrative Expenses; and all other costs related in any manner to the Authorized Improvements.

City Council means the governing body of the City.

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

Development Regulations means all Sherman ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, relating to or affecting the development and use of the Property, including the Zoning Ordinance and the PD Ordinance.

Eminent Domain Fees means all legal proceeding/litigation costs, attorney's fees and related expenses and appraiser and expert witness fees paid or incurred by Sherman in the exercise of its eminent domain powers.

End User means any tenant, user, or owner of a Fully Developed and Improved Lot, but excluding the HOA.

Fully Developed and Improved Lot means any privately-owned lot in the Project, regardless of proposed use, intended to be served by the Authorized Improvements and for which a final plat has been approved by the City and recorded in the Real Property Records, save and except those lots owned by the HOA.

HOA means the Joiner Ranch Homeowners Association, which shall privately function as a homeowner's association for the Property, or such similar name as may be available with Texas Secretary of State, and its successors.

Home or Property Buyer Disclosure Program means the disclosure provisions relating to property located within the public improvement district set forth in Chapter 5, Texas Property Code, which establish a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the PID, which shall be initiated by the Developer and administered by the Developer.

Indenture means a trust indenture by and between the City and a trustee bank under which PID Bonds are issued and funds are held and disbursed.

Improvement Area means a portion of the Property, described in an SAP, over which Assessments will be levied. The parties intend that the Property be developed and burdened by Assessments on an Improvement Area by Improvement Area basis.

Landowner Certificate means a certificate executed by the owner(s) of the Property subject to an Assessment consenting to the creation of the PID, the levy of the Assessments, and undertaking certain other obligations relating to providing notice to subsequent owners of all or a portion of the Property, including the Home or Property Buyer Disclosure Program, the mutually agreed form of which is attached hereto as Exhibit D.

Developer Cash Deposit means the amount needed to fund costs of Authorized Improvements that are not funded by PID Bond Proceeds. The Developer Cash Deposit shall be held by the trustee for the PID Bonds pursuant to the applicable Indenture but are

not part of the Trust Estate (as will be defined in the applicable Indenture) at the time of the closing of the PID Bonds.

PID means the Joiner Ranch Public Improvement District for which the City agrees to use good faith efforts to create for the benefit of the Project pursuant to the PID Act and this Agreement.

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

PID Bonds means assessment revenue bonds (excluding refunding bonds) issued by the City pursuant to the PID Act to finance the Authorized Improvements.

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

PID Documents means, collectively, the PID Resolution approved by the City, the SAP, and the Assessment Ordinance(s).

PID Reimbursement Agreement means an agreement by and between the City and Developer, the mutually agreed form of which is attached hereto as Exhibit E, by which the Parties establish the terms by which Developer may obtain reimbursements for Authorized Improvements through PID Bond Proceeds or Assessments. The parties will work together in good faith to ensure that a PID Reimbursement Agreement is finalized and executed by the parties prior to any acceptance of the Authorized Improvements contemplated herein and after the levy of the applicable Assessments.

Public Infrastructure means all water, wastewater/sewer, detention and drainage, roadway, park and trail, and other public infrastructure necessary to serve the full development of the Property and/or to be constructed and dedicated to the City under this Agreement. The term includes the Authorized Improvements.

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

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

TCEQ means the Texas Commission of Environmental Quality.

Zoning Ordinance means Sherman's comprehensive zoning ordinance, as it exists or may be amended (and any successor ordinance thereto).

2. Land Subject to Agreement. Subject to Developer acquiring fee simple in and to the Property, the land that will be subject to this Agreement is the Property. This Agreement and all of the rights, duties and obligations herein shall be subject to and conditioned on Developer acquiring fee simple title in and to the Property no later than one hundred eighty (180) days after the Effective Date of this Agreement. This Agreement shall be held in

escrow until the date that Developer acquires fee simple title in and to the Property, at which time this Agreement shall be effective and filed in the Real Property Records of Grayson County, Texas. In the event that Developer does not provide to Sherman on or before the one hundred eightieth (180th) day after the Effective Date of this Agreement a recorded copy of a deed evidencing the Developer's acquisition of fee simple title in and to the Property, this Agreement shall not be effective, shall be null and void and no party shall have any rights, duties or obligations of any kind under this Agreement.

3. Creation of the PID; Levy of Assessments.

(a) The City shall use good faith efforts to initiate and approve all necessary documents and ordinances, including without limitation the PID Documents, required to create the PID and to levy Assessments over the Property. The Assessments shall be levied: (i) on an Improvement Area-by-Improvement Area basis against the applicable Improvement Area(s) benefitted by the applicable portion of the Authorized Improvements for which the applicable series of the PID Bonds are issued, and (ii) prior to the sale of any lot to an End User. The City shall select an Administrator and the City Council will approve the SAP, which shall include the Authorized Improvements and provide for the levy of the Assessments on the applicable portion of the Property. Promptly following preparation and approval of a preliminary SAP acceptable to the Parties and subject to the City Council making findings that the Authorized Improvements confer a special benefit on the Property, the City Council shall consider an Assessment Ordinance. Assessments shall not be levied prior to Developer closing on and owning fee simple title in and to the Property. No property to be conveyed to the City or other governmental entity shall be subject to Assessment.

(b) Following the levy of the Assessment applicable to a particular Improvement Area, Developer shall: (1) approve and accept in writing the levy of the Assessment(s) on land owned by Developer; (2) approve and accept the Home or Property Buyer Disclosure Program related to such Improvement Area; and (3) cause the covenants running with the land to be recorded against the portion of the Property within the applicable Improvement Area that will bind any and all current and successor developers and owners of all or any part of such Improvement Area of the Property to: (i) pay the Assessments, with applicable interest and penalties thereon, as and when due and payable hereunder and cause the purchasers of such land to take their title subject to and expressly assuming the terms and provisions of such assessments and the liens created thereby; and (ii) comply with the Home or Property Buyer Disclosure Program. The covenants required to be recorded under this subsection shall be recorded contemporaneously with the recordation of the final plat of the applicable Improvement Area.

4. PID Bond Issuance. Developer may request issuance of PID Bonds in advance of construction by filing with the City a list of the Authorized Improvements to be funded or acquired with the PID Bond Proceeds and the estimated or actual costs of such Authorized Improvements, including costs of issuance and the costs of funding all reserves, accounts and funds for the PID Bonds. Following such a request, the City may require a professional

services agreement that obligates Developer to deposit up to $30,000 to initially fund the costs of the City's professionals relating to the preparation for and issuance of PID Bonds, which amount shall be the City's actual costs and considered a cost of an Authorized Improvement. Prior to the City undertaking any preparations for the sale of PID Bonds: (a) the City Council shall have approved and adopted the PID Documents; (b) owner(s) of the portion of the Property constituting all of the acreage in the portion of the PID relating to the issuance of PID Bonds shall have executed a Landowner Certificate; and (c) Developer shall have delivered to the City a fully executed original copy of such Landowner Certificate. Notwithstanding the foregoing, the City shall consider the approval to issue PID Bonds is conditioned upon the adequacy of the bond security and the financial obligation of the Developer to pay: (1) the amount, if any, by which Authorized Improvements Cost exceed the net proceeds from the sale of PID Bonds, and (2) the amount, if any, of cost overruns and all private costs needed to reach final lot value. The issuance of each series of PID Bonds is further subject to all of the following conditions:

(a) The City has evaluated and determined that there will be no negative impact on the City's creditworthiness, bond rating, access to or cost of capital, or potential for liability.

(b) The City has determined that the PID Bonds assessment level, structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the Authorized Improvements Cost to be financed and that there is sufficient security for the PID Bonds.

(c) All costs incurred by the City that are associated with the administration of the PID shall be paid out of Assessments levied against property within the PID. City administration costs shall include, without limitation, those associated with continuing disclosure, compliance with federal tax law, agent fees, staff time, regulatory reporting and legal and financial reporting requirements.

(d) The Service and Assessment Plan and the Assessment Ordinance levying assessments on all or any portion of the Property benefitted by Authorized Improvements provide for amounts sufficient to pay all costs related to such PID Bonds.

(e) The City has formed and utilized its own financing team including, but not limited to, bond counsel, financial advisor, Administrator and underwriters related to the issuance of PID Bonds and bond financing proceedings.

(f) The City has chosen and utilized its own continuing disclosure consultant and arbitrage rebate consultant. Any and all costs incurred by these activities will be included in the Administrative Expenses recouped from Assessments. The continuing disclosure will be divided into City disclosure and Developer disclosure, and the City will not be responsible or liable for Developer disclosure.

(g) The aggregate principal amount of PID Bonds issued and to be issued shall not exceed $39,000,000.

(h) The PID Bonds are approved by the Texas Attorney General and registered by the Comptroller of Public Accounts of the State of Texas.

(i) A series of PID Bonds may, but shall not be obligated to, include up to two years of capitalized interest for that series, subject to the provisions of Section 1201.042, Texas Government Code, as amended.

(j) Developer is current on all taxes, assessments, fees and obligations to the City and in compliance with this Agreement.

(k) Developer is not in default under this Agreement, a PID Reimbursement Agreement, any Developer Continuing Disclosure Agreement, or any other agreement with the City related to the PID.

(l) No outstanding PID Bonds are in default and no reserve funds established for outstanding PID Bonds have been drawn upon that have not been replenished.

(m) The Administrator has certified that the specified portions of the Authorized Improvements Cost to be paid from the proceeds of the PID Bonds are eligible to be paid with the proceeds of such PID Bonds.

(n) The Authorized Improvements to be financed by the PID Bonds have been or will be constructed according to the Development Regulations.

(o) The PID Bonds shall not exceed a 30-year amortization and the assessment term must equal the PID Bond term.

(p) The final maturity for any PID Bonds shall be not later than 30 years from the date of the first issuance of PID Bonds under this Agreement.

(q) The City has determined that the PID Bonds meet all regulatory and legal requirements applicable to the issuance of the PID Bonds.

(r) Unless otherwise agreed by the City, the PID Bonds shall be sold and may be transferred or assigned only in compliance with applicable securities laws and in minimum denominations of $100,000 or integral multiples of $1,000 in excess thereof; provided, however, that the limitation on transferability or assignment in this subparagraph shall not apply if the PID Bonds have a rating of not less that BBB- from Fitch Ratings or Standard & Poor's Ratings Services or Baa3 from Moody's Investors Service, Inc.

(s) If the applicable portion of Authorized Improvements has not already been constructed and to the extent PID Bond Proceeds are insufficient to fund such Authorized Improvements Cost, Developer hereby agrees to cause the completion of such Authorized Improvements in a timely manner, including in the time necessary for the City to make any necessary representations regarding federal tax exemption in any applicable PID Bond documents. Developer shall be responsible for making the Developer Cash Deposit to the trustee of the PID Bonds as specified

in the Indenture. The Developer Cash Deposit will not be reimbursable to the Developer.

(t) This Agreement and construction of the Authorized Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code Sections 252.022(a)(9) based on current cost estimates. However, in the event that the actual costs for the Authorized Improvements do not meet the parameters for such exemptions from the competitive bid requirements of Texas law, then either competitive bidding or alternative delivery methods shall be utilized as allowed by Texas law.

(u) PID Bonds for single family development will not be issued until at least thirty (30) percent of lots within a particular phase of development of the Property, as set by the applicable, Sherman-approved SAP, are ready for take down by a third-party builder.

(v) PID Bond Proceeds will be distributed to the Developer to pay or reimburse the Developer for Authorized Improvements Costs based on the proportion of lots sold to the number of lots in the Improvement Area financed by the PID Bonds as set forth in the SAP.

(w) To compensate the City for the value conferred to the Developer by virtue of the establishment of a PID and issuance of PID bonds, the Developer will allocate 1% of the bond proceeds to the City for use for any City purpose authorized by law.

(x) Should major Authorized Improvements be constructed (i.e., Authorized Improvements that benefit all of the Improvement Areas within the PID) and major Improvement Area PID Bonds be issued, the Developer must complete the major Authorized Improvements to receive funding for its costs in relation to such major Authorized Improvements; however, it need not complete individual Improvement Area improvements for future Improvement Areas to receive funding for its major Improvement Area Authorized Improvement costs.

(y) No information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the advance written consent of the City.

(z) No property owned by the City shall be subject to PID assessments.

(aa) Developer agrees to provide periodic information and notices of certain events regarding Developer's development within the PID in accordance with Securities and Exchange Commission Rule 15c2-12 and any continuing disclosure agreements executed by Developer in connection with the issuance of PID Bonds.

(bb) The value to lien ratio is at least 3:1 (unless the City, in its sole discretion, approves a lower value to lien ratio), when comparing the appraised value of the portion of the Property in the applicable Improvement Area to the par amount of PID Bonds

proposed to be issued with respect to such Improvement Area, which value shall be confirmed by an independent third-party appraisal from a licensed MAI appraiser based on the assumption that development of the applicable portion of the Property only includes (A) the Public Infrastructure in place and to be constructed with the PID Bond Proceeds and any Developer cash contribution deposited with the trustee for the PID Bonds, and (B) finished lots (without vertical construction) for a phased improvement area. This is not a restriction on the amount of the Assessment levy and is solely intended to be a restriction on the issuance of PID Bonds. In the event the total overall minimum value to lien is less than 3:1 and the City, in its sole discretion, approves a lower value to lien ratio for the issuance of PID Bonds, to the extent permitted by applicable laws, the City may hold back a portion of the PID Bond proceeds not supported by the total overall 3:1 value to lien ratio until the value produced by development of the Property increases to a 3:1 value to lien ratio as evidenced by certificates of occupancy issued by the City for the number of completed homes in the PID or other evidence as required pursuant to an Indenture necessary to raise the total overall value to lien to ratio of 3:1.

(cc) Without the prior written consent of the City, in its sole discretion, the total Assessment being levied on a lot or parcel within the Property shall be limited to achieve a maximum tax rate equivalent of $2.95 per $100.00 taxable assessed valuation at the time of the levy of Assessment on the Property based on the estimated average home values as stated in the approved Service and Assessment Plan.

(dd) The applicable Improvement Area shall (except for the portion of the major Improvement Area located outside of a phase for which such series of PID Bonds are being issued), at the time of adoption of the Assessment Ordinance and be located wholly within the City's corporate limits.

(ee) For the issuance of any refunding bonds issued pursuant to Section 372.027 of the Local Government Code or Chapter 1207 of the Government Code, the amount of assessment necessary to pay the refunding bonds shall not exceed the amount of the assessments that were levied to pay the PID Bonds that are being refunded.

(ff) The Authorized Improvements shall be owned and operated by Sherman upon final acceptance by Sherman.

5. Disclosure Information. Prior to the issuance of PID Bonds by the City, Developer shall provide all information requested by the City and the underwriter, including financial information that is reasonably necessary in order to provide potential bond investors with a true and accurate offering document for any PID Bonds. Developer shall, at the time of providing such information, agree, represent, and warrant that the information provided for inclusion in a disclosure document for an issue of PID Bonds does not, to Developer's actual knowledge, contain any untrue statement of a material fact or omit any statement of material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, and the Developer further shall provide a certification to such effect as of the date of the closing of any PID Bonds.

6. Qualified Tax-Exempt Status.

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

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

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

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing its City Obligations as non QTEO. The City will, within five (5) business days of the issuance of the City Obligations, provide written Notice to the Developer of the amount of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated

Costs within thirty (30) business days of the date of the City's Notice to the Developer required under this paragraph. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's Notice required under this paragraph. If the Developer does not pay the City the difference between the Additional Costs and the Estimated Costs within fifteen (15) business days of the date of the City's Notice required under this paragraph, Developer shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the Property until such payment of Additional Costs is made in full.

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

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

(2) Upon the City's approval of the City Obligations, the Financial Advisor shall calculate the Additional Costs to the City of issuing non QTEO City Obligations. The City will, within 5 business days of the issuance of the City Obligations, provide written Notice to Developer of the Additional Costs. In the event the Additional Costs are less than the Estimated Costs, the City will refund to Developer the difference between the Additional Costs and the Estimated Costs within thirty (30) business days of the date of the City's Notice to Developer. If the Additional Costs are more than the Estimated Costs, Developer will pay to the City the difference between the Additional Costs and the Estimated Costs within 15 business days of the date of the City's Notice. If Developer does not pay to the City the difference between the Additional Costs and the Estimated Costs as required under this paragraph, then Developer shall not be paid any reimbursement amounts under any PID Reimbursement Agreement(s) related to the Property until such payment of Additional Costs is made in full.

(d) To the extent any developer(s) or property owner(s) (including the Developer, as applicable) has (have) paid Additional Costs for any particular calendar year, any

such Additional Costs paid subsequently by a developer or property owner (including Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or property owner(s) (including Developer, as applicable) as necessary so as to put all developers and property owners (including Developer, if applicable) so paying for the same calendar year in the proportion set forth in subsection (e), below, said reimbursement to be made by the City within thirty (30)business days after its receipt of such subsequent payments of such Additional Costs.

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

(f) Within thirty (30) days of the date demanded by the City in a written notice to Developer, Developer shall take all actions necessary to dissolve the PID in accordance with applicable law should the following conditions not be met within three years after the date the PID is established: (1) issuance of a valid grading permit for development of the Property; (2) commencement of construction on the Property; and (3) approval of the PID Service and Assessment Plan and levy of assessments.

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

8. Other Development Matters.

(a) Building Materials Standards.

(1) Developer desires to voluntarily consent to complying with Sherman's standards for building products and materials and aesthetic methods, as referenced in Exhibit B, attached hereto and incorporated herein for all purposes (collectively, "Building Materials Standards"), in the construction, renovation, maintenance and alteration of all buildings currently existing and to be built in the future on the Property, regardless of whether the Property develops as Developer desires or intends or not. In the construction, renovation, maintenance and alteration of any existing or future building on the Property, Developer shall not use or install, or permit the use or installation of, any building product or material or aesthetic method that does not comply with Building Materials Standards, notwithstanding any conflicting provision of Chapter 3000 of the Texas Government Code ("Chapter 3000"), as it exists or may be amended. Developer also shall comply with any Sherman-approved façade plans for buildings on the Property, as they exist or may be amended by Sherman, notwithstanding any conflicting provision of Chapter 3000, as it exists or may be amended. While this Agreement is in effect, Developer voluntarily consents and agrees to comply with this Agreement, the Building Materials Standards and any approved façade plan(s) in the construction, renovation, maintenance and alteration of any existing or future building on the Property.

(2) Sherman designates the Property for its historical, cultural or architectural importance and significance pursuant to Section 3000.002(d) of the Texas Government Code. While this Agreement is in effect, Developer (i) voluntarily consents and agrees to such designation; and (ii) voluntarily waives any rights or protections that may exist under Chapter 3000, as it exists or may be amended, with respect to any existing or future building on the Property, and further agrees that Sherman's right to enforce the Building Materials Standards arise from this Agreement and not from a rule, charter provision, ordinance, order, building code or other regulation of Sherman. Developer agrees that Sherman is entitled to amend, revise, supplement and otherwise modify the Building Materials Standards in Sherman's sole discretion, subject to the limitations set forth in this Agreement.

(b) Infrastructure.

(1) Developer shall fund or cause to be funded the design and construction of and design and construct or cause the design and construction of the Public Improvements, including the Authorized Improvements. City shall not be required to fund, design or construct any of the Public Improvements. Developer shall ensure that each of the Public Improvements comply with all Construction Requirements (hereinafter defined). Developer shall submit or cause to be submitted to Sherman the designs, plans and specifications for the Public Improvements in compliance with this Agreement and applicable requirements of the Americans with Disabilities Act, the Texas Accessibility Standards and all Construction Requirements,

as each exists at the time Developer submits such design, plans and specifications (collectively, "Plans"). Upon Developer's submission of the Plans, the Plans must be approved, in writing, by Sherman (collectively, "Approved Plans"). Developer is not entitled to commence construction of any of the Public Improvements unless and until Developer has obtained from Sherman written approval of the Approved Plans and a written notice to proceed with such construction, and Developer shall be obligated to request such notice(s) if, as and when Developer is prepared to proceed with such construction. Notwithstanding anything herein to the contrary, the parties agree that Developer may submit the Plans in phases for separate portions of the Public Improvements, as applicable, but in any event, Developer agrees to construct the Public Improvements in one phase at the same time.

(2) Once Sherman issues written approval of the Approved Plans, Developer, at its sole cost and expense, shall promptly commence construction of the Public Improvements and diligently pursue completion of the same in accordance with the Approved Plans and pursuant to that certain Three-Party Agreement for Public Improvements, the mutually agreed form of which is attached hereto as Exhibit F. Until Developer provides to Sherman a fully executed version of the Three-Party Agreement for Public Improvements acceptable to Sherman, neither Developer nor its contractor or any other person for whom Developer is legally responsible shall be permitted to commence construction of the Public Improvements.

(3) The Public Improvements, including the Authorized Improvements, must be completed, finally accepted by Sherman and conveyed to Sherman as provided herein and in accordance with the Approved Plans and any and all applicable ordinances, rules, regulations and legal requirements, as they exist, may be amended or in the future arising (collectively, "Sherman's Final Acceptance"). For each phase of the development of the Property as set by the applicable, Sherman-approved SAP, Developer must complete the Public Improvements or cause the completion of the Public Improvements and obtain Sherman's Final Acceptance of the same before, and as a condition of, issuance of the first and each subsequent building permit on the applicable phase of the Property.

(4) Upon Sherman's Final Acceptance of the Public Improvements, the same shall become the sole property and responsibility of Sherman.

(5) As an additional condition of Sherman's Final Acceptance of the Public Improvements, Developer shall tender to Sherman evidence, in a form reasonably acceptable to Sherman, that all of the design and construction costs of the Public Improvements for which credit and/or reimbursement is requested have been incurred and paid by or on behalf of Developer, including but not limited to, affidavits of payment/affidavits as to debts and liens and any other evidence reasonably required by Sherman ("Evidence of Payments"). The Evidence of Payments shall reflect Developer's final,

actual cost to design and construct the Public Improvements ("Actual Public Improvements Costs").

(6) As an additional condition of Sherman's Final Acceptance of the Public Improvements, Developer shall, at no cost to Sherman, convey or cause to be conveyed by separate instrument in a form reasonably acceptable to Sherman the necessary easement rights for the operation, maintenance and use of the Public Improvements (collectively, the "Dedication"), as determined by Sherman in its sole discretion. Developer must complete all tasks necessary to make the Dedication promptly after completion of construction of the Public Improvements. Prior to the Dedication, Developer shall submit to Sherman for approval a proposed legal description and land survey depicting the proposed boundaries of the easement(s) made the subject of this Section, and the Dedication shall not be made until said legal descriptions and land surveys are approved, in writing, by Sherman. Developer shall: (i) make the Dedication free and clear of any liens, attachments and encumbrances; and (ii) secure the authorized signatures of any person or entity deemed necessary by Sherman to consent to the Dedication. Nothing in this Agreement may be construed or interpreted to waive, minimize, replace, negate, void, invalidate or otherwise modify in any way Sherman's authority and right to require Developer to convey easement rights, fee simple right-of-way or other property interests pursuant to Sherman's condemnation authority.

(7) Developer agrees to use best efforts to obtain all third-party rights-of-way, consents or easements, if any, required for the construction, expansion and operation of Blue Flame Road, as determined by Sherman in its sole discretion. If, however, the Developer is unable to obtain such third-party rights-of-way, consents or easements needed for Blue Flame Road only within sixty (60) days of commencing such efforts to obtain the needed rights-of-way, consents or easements, as determined by Sherman in its sole discretion, Sherman agrees to take reasonable steps to secure the same (subject to City Council authorization after a finding of public necessity) through the use of Sherman's power of eminent domain. Developer shall be responsible for funding all Eminent Domain Fees paid or incurred by Sherman in the exercise of its eminent domain powers and shall, if requested in writing by Sherman, deliver to Sherman, to be held in escrow by Sherman and used by Sherman in accordance with this subsection, an amount equal to Sherman's estimated Eminent Domain Fees both in advance of the initiation of each eminent domain proceeding and as funds are needed by Sherman. If the Eminent Domain Fees exceed the amount of funds escrowed in accordance with this subsection, the Developer shall deliver additional funds as requested by Sherman within ten (10) days after written notice from Sherman. Sherman is not required to continue pursuing the eminent domain unless and until Developer deposits additional Eminent Domain Fees with Sherman. Any unused escrow funds will be refunded to Developer within thirty (30) days after any condemnation award or

settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of Sherman, and Sherman reserves the right, at all times, to control its proceedings in eminent domain. To the extent Eminent Domain Fees are paid by the Developer, the Developer may seek reimbursement of any or all reasonable and necessary Eminent Domain Fees from PID Bond Proceeds, or if PID Bonds are not issued, Assessments.

(8) Developer shall not be required to construct or fund any Public Improvement so that it is oversized to provide a benefit to land outside the Property ("Oversized Public Improvements") unless, by the commencement of construction, the City has made arrangements with and acceptable to the Developer to finance the City's portion of the costs of construction attributable to the oversizing requested by the City from sources other than PID Bond Proceeds or Assessments. In the event Developer constructs or causes the construction of any Oversized Public Improvements on behalf of the City, the City shall be solely responsible for all costs attributable to oversized portions of the Oversized Public Improvements and the PID Assessment revenues shall not be utilized for financing the costs of Oversized Public Improvements.

(c) Conveyance of Parkland Tract.

(1) As additional conditions to Developer obtaining any building permits for development of the Property, Developer shall convey fee simple title, free and clear of any liens and encumbrances, and by Special Warranty Deed, in the form attached hereto as Exhibit G, in and to that certain tract of land consisting of 36.745± acres, more particularly depicted in Exhibit I, attached hereto and incorporated herein for all purposes (the "Parkland Tract"). Prior to conveyance of the Parkland Tract, Developer shall provide to Sherman a Phase I Environmental Site Assessment study on the Parkland Tract. Sherman shall have no obligation to accept the conveyance of the Parkland Tract unless and until the Phase I Environmental Site Assessment study for the applicable tract is complete, indicates no recommendations for cleanup and the certification of the assessment is provided to Sherman.

(2) As additional conditions of Sherman's acceptance of the Parkland Tract: (1) the Parkland Tract must be conveyed in accordance with this Agreement and at no cost or expense to Sherman; (2) Developer shall, at its sole cost and expense, obtain and file releases of any liens and encumbrances affecting any portion of the Parkland Tract, as directed by Sherman, so that the Parkland Tract may be conveyed free and clear of all liens and encumbrances; (3) Developer shall, at its sole cost and expense, provide to Sherman any existing surveys of the Parkland Tract in Developer's possession within seven (7) days of the Effective Date of this Agreement; (4) Developer shall, at its sole cost and expense, provide to Sherman a new ALTA land title survey, certified to Sherman and the title company selected

by Sherman within twenty (20) days of the date of Sherman's request thereof; (5) Developer shall pay all costs associated with conveying the Parkland Tract, including the costs of: (A) title commitments from a title company selected by Sherman along with copies of all exception documents; (B) an owner's title policy for the Parkland Tract in a form acceptable to Sherman; (C) taxes prorated to date of closing; (D) recording fees; (E) charges or fees collected by the title company; and (F) fees for any other service in connection with the conveyance of the Parkland Tract to Sherman. The parties agree that the issuance of an owner's title policy for the Parkland Tract shall be a condition precedent to Sherman's obligations under this Agreement. For purposes of issuance of any title policies obtained by Sherman, the parties agree that the total value of the Parkland Tract is Sixty-Four Thousand and 00/100 Dollars per acre ($64,000/acre) (the "Parkland Tract Value"). The Parkland Tract Value and any public improvements constructed by Developer and accepted by Sherman on the Parkland Tract shall be eligible Authorized Improvements pursuant to the PID Act. If Sherman fails to create the PID, Developer shall not be obligated to dedicate the Parkland Tract.

9. Default.

(a) If Developer fails to comply with the terms and conditions of this Agreement, and such failure is not cured within thirty (30) days after Sherman sends written notice of such failure to Developer, then Sherman shall have the following remedies, in addition to Sherman's other rights and remedies:

(i) to refuse to accept any portion of any public improvements on the Property or associated with the development of the Property;

(ii) to refuse to issue building permits for any building on the Property;

(iii) to refuse to issue a Certificate of Occupancy for the Property;

(iv) to require Developer, another owner of the Property, or a portion thereof, and/or a contractor thereof to immediately cease the construction, renovation, maintenance and/or alteration of a building or other structure on the Property; and/or

(v) to seek specific performance of this Agreement.

(b) If Sherman fails to comply with the terms and conditions of this Agreement and such failure is not cured within thirty (30) days after Sherman receives written notice of such failure from Developer, then Developer may seek specific performance of this Agreement as its sole and exclusive remedy. Notwithstanding any statement to the contrary herein, Sherman's failure to fulfill an obligation or intention of Sherman contained in this Agreement that creates a contractual

obligation that controls, waives or supplants the City Council's legislative discretion or functions shall not be considered an event of default.

10. Limitation of Liability. Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Sherman shall not, under any circumstance, be required to tender, or be liable to Developer for, any credit or reimbursement of, or payment of any monies, with regard to the matters set forth herein. Neither Sherman nor its Council Members, officers, agents, representatives or employees shall be liable or responsible for any loss or damage to persons or property resulting from any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees or from any defect or failure of any condition or element of the Property or the Authorized Improvements, including the construction thereof. Sherman and its Council Members, officers, agents, representatives and employees shall not be liable or responsible to Developer, its agents, servants, employees, contractors, customers or invitees for any damage to person or property caused by any act, omission or neglect of Developer or Developer's agents, servants, employees, contractors, customers or invitees.

11. Covenant Running with the Land. This Agreement shall be a covenant running with the land and the Property and shall be binding upon the parties hereto and each subsequent owner of the Property, subject to the Assignment provisions herein. The parties shall cause this Agreement to be filed in the Real Property Records of Grayson County, Texas as set forth in Section 2. Developer represents and warrants that there are no liens, attachments or other encumbrances that prohibit or affect the rights of Sherman as described herein. If such a condition does exist, however, Developer shall obtain a signature with acknowledgment from the holder of such lien, attachment or encumbrance consenting to the recording of this Agreement.

12. Limitations of Agreement. Sherman ordinances covering property taxes, land use, zoning, utility rates, impact fees, permit fees, inspection fees, development fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Sherman under any ordinance, whether now existing or in the future arising, except as expressly set forth herein.

13. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing delivery to the addressee thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Sherman, addressed to it at:

City of Sherman
Attn: City Manager

220 W. Mulberry Street
Sherman, TX 75090
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Email: rpittman@abernathy-law.com

If to Developer, addressed to it at:

Joiner Ranch LLC
Attn: David C. Davis
15108 Canyon Crest
Dallas, Texas 75248
Email: david@d2dev.com

With a copy to:
Winstead PC
Attn: Ross Martin
2728 N. Harwood St., Suite 500
Dallas, Texas 75201
Email: rmartin@winstead.com

14. Indemnity.

(a) DEVELOPER SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF DEVELOPER OR ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE (COLLECTIVELY, "DEVELOPER" FOR PURPOSES OF THIS SECTION), REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN, (I) IN DEVELOPER'S PERFORMANCE OF THIS AGREEMENT; AND/OR (II) ARISING OUT OF GOODS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY

FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND SHERMAN AGAINST ALL SUCH CLAIMS.

(b) IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

(c) THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

15. Waiver and Release of Claims for Obligations Imposed by this Agreement.

(a) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(i) THE CONVEYANCES, DEDICATIONS, EASEMENTS AND/OR PAYMENT OF MONEY REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY DEVELOPER, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) VIOLATION OF THE TEXAS GOVERNMENT CODE, INCLUDING CHAPTER 3000, AS IT EXISTS OR MAY BE AMENDED;

(D) NUISANCE; OR

(E) CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(ii) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION OR CONVEYANCE OF REAL PROPERTY OR INTERESTS THEREIN (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON SHERMAN'S INFRASTRUCTURE.

(iii) DEVELOPER HEREBY RELEASES SHERMAN FROM ANY OBLIGATION TO PERFORM OR COMMISSION A TAKINGS IMPACT ASSESSMENT UNDER CHAPTER 2007 OF THE TEXAS GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED.

(iv) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO SHERMAN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFORE THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY SHERMAN RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTEND TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON SHERMAN'S INFRASTRUCTURE. DEVELOPER AND SHERMAN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(v) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS SHERMAN FROM AND AGAINST ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO, DEVELOPER'S PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES OR TRUSTEES, BROUGHT PURSUANT TO THIS SECTION.

(b) DEVELOPER RELEASES SHERMAN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.

(c) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES OR REIMBURSEMENT AGAINST SHERMAN FOR A VIOLATION OF ANY FEDERAL OR STATE CONSTITUTION, STATUTE OR CASE LAW OR ANY FEDERAL, STATE OR LOCAL ORDINANCE, RULE OR REGULATION.

(d) THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. Vested Rights/Chapter 245 Waiver. This Agreement shall confer no vested rights on the Property, or any portion thereof. Developer acknowledges and agrees that this Agreement does not confer vested rights on the Property and does not provide to Sherman "fair notice" of any "project" as defined in Chapter 245 of the Texas Local Government Code. In addition, nothing contained in this Agreement shall constitute a "permit" or an application for a "permit" as defined in Chapter 245 of the Texas Local Government Code. DEVELOPER HEREBY RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF VESTED RIGHTS UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE OR OTHER LAW IN CONNECTION WITH THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. Condemnation Procedures/Rights Waiver. AS ADDITIONAL CONSIDERATION FOR THE BENEFITS DEVELOPER IS RECEIVING UNDER THIS AGREEMENT, SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, IN EACH OF THEIR INDIVIDUAL, CORPORATE AND GOVERNMENTAL CAPACITIES, FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION AND/OR PROPOSED CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH COULD HAVE BEEN ALLEGED RELATING TO OR ARISING OUT OF CHAPTER 2206 OF THE TEXAS GOVERNMENT CODE, AS AMENDED, AND/OR CHAPTER 21 OF THE TEXAS PROPERTY CODE, AS AMENDED.

18. Attorney's Fees. If any party files any action or brings any proceeding against another party arising from this Agreement, then the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

19. Warranties/Representations. All warranties, representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.

20. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties.

21. Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

22. Compliance with Laws. Developer shall, in connection with Developer's performance of this Agreement, comply with all applicable laws, rules, codes, regulations and ordinances, as they exist, may be amended or in the future arising, relating to such performance.

23. Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

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

25. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined). By executing this Agreement, the parties agree that all exhibits with signatures affixed to such exhibits attached hereto also shall be deemed to be executed.

26. Savings; Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

27. Representations. Each party represents that it has carefully read this Agreement, knows the contents hereof, has consulted with an attorney of its choice regarding the meaning and effect hereof and is signing the same solely of its own judgment.

28. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third-party beneficiaries by entering into this Agreement.

29. Assignment/Binding Effect.

(a) This Agreement is assignable by Developer, in whole or in part, without the prior written consent of Sherman (but with notice to Sherman) if such assignment is to an affiliate or an entity under common control with the Developer. This Agreement is assignable by Developer, in whole or in part, to any other party only with the prior written consent of Sherman, which consent shall not be unreasonably withheld. Any approved assignment of this Agreement is subject to the following

conditions, all of which must be satisfied before any such assignment shall be valid and enforceable:

(i) the assignment of the Agreement must be evidenced by a recordable document ("Assignment"), the form of which is attached hereto as Exhibit C and incorporated herein by reference;

(ii) the Assignment must expressly contain an acknowledgment and agreement that all obligations, covenants and conditions contained in this Agreement will be assumed solely and completely by the assignee (to the extent of any rights assigned), and the contact name, address, and electronic mail address of the assignee;

(iii) Developer will file any executed Assignment in the Real Property Records of Grayson County, Texas; and

(iv) Developer shall provide Sherman with a file-marked copy of the Assignment within ten (10) days of filing the same, and until Sherman receives said file-marked copy of the Assignment as provided herein, Sherman shall not, under any circumstance, recognize said Assignment.

(b) This Agreement shall be binding upon and inure to the benefit of Sherman and Developer.

(c) This Assignment provision shall in no way modify, alter, amend, reduce or waive the provision above titled "Covenant Running with the Land" or its effectiveness. In the event there is a conflict between this Assignment provision and the Covenant Running with the Land provision, the Covenant Running with the Land provision shall control and govern.

(d) A permitted assignee shall be considered a "party" and "Developer" for purposes of the rights, title, interest and obligations assigned to such assignee.

30. Indemnification. The parties agree that the indemnity provisions set forth in this Agreement are conspicuous, and the parties have read and understood the same.

31. Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

32. Immunity. It is expressly understood and agreed that, in the execution and performance of this Agreement, Sherman has not waived, nor shall be deemed hereby to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

33. Reference to Developer. When referring to "Developer" herein, this Agreement shall refer to and be binding upon Developer, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and any other third parties for whom Developer is legally responsible.

34. Reference to Sherman. When referring to "Sherman" herein, this Agreement shall refer to and be binding upon Sherman and Sherman's Council Members, officers, agents, representatives, employees and any other authorized third parties for whom Sherman is legally responsible.

35. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

36. Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate (the "Form 1295") generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the Sherman at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. Sherman hereby confirms receipt of the Form 1295 from the Developer, and Sherman agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties agree that, except for the information identifying Sherman and the contract identification number, Sherman is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and Sherman has not verified such information.

38. Certifications Required by Texas Law. The Developer makes the following representation and verifications pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of

Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

[*Signature pages follow*.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Zachary Flores, City Manager

Date: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.

By:_____
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared Zachary Flores, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the CITY OF SHERMAN, TEXAS, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

_____
Notary Public, State of Texas

My Commission Expires:_____

JOINER RANCH LLC,
a Texas limited liability corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the _____ and duly authorized representative of JOINER RANCH LLC, a Texas limited liability corporation, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2026.

_____
Notary Public, State of Texas

My Commission Expires:_____

Exhibit A
Legal Description and Depiction of the Property

BEING a 173.157-acre tract of land situated in the WILLIAM MILLIGAN SURVEY, ABSTRACT NUMBER 875, DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, DANIEL C. SHELP SURVEY, ABSTRACT NUMBER 1097, S.C. INMAN SURVEY, ABSTRACT NUMBER 621, being all of a called 81.676-acre tract of land, described in deed to Joe M. Joiner and Wife Harriet Allan Joiner, recorded in Volume 1118, Page 610 of the Deed Records of Grayson County, Texas (DRGCT), being all of a called 18.13-acre tract of land described in deed to Jennifer Bridge Joiner Carrol, Julie Maples Joiner Moon, Joseph Hopkins Joiner, Jill Allan Joiner Robers, and Jayne Wharton Joiner Grimes, recorded in Volume 2078, Page 751 DRGCT, being all of a called 5.2-acre tract of land described in deed to Jennifer Bridge Joiner Carrol, Julie Maples Joiner Moon, Joseph Hopkins Joiner, Jill Allan Joiner Robers, and Jayne Wharton Joiner Grimes, recorded in Volume 2130, Page 844 DRGCT, and being all of a called 67.42-acre tract of land described in deed to Robert McElreath, recorded in Volume 1602, Page 425 DRGCT and being more particularly described as follows:

BEGINNING at a point in the south right-of-way line of Highway Number 691, being the northeast corner of said 5.2-acre tract;

THENCE the following courses to points for corner:

South 26 degrees 07 minutes 23 seconds West, a distance of 384.00 feet;

South 88 degrees 17 minutes 01 second East, a distance of 311.00 feet, to a point in the west right-of-way line of M.K.T. Railroad, and the beginning of a non-tangent curve to the right;

THENCE with the west right-of-way line of M.K.T. Railroad the following courses:

Southwesterly with said curve which has a central angle of 3 degrees 11 minutes 27 seconds, a radius of 2814.93 feet, a chord that bears South 18 degrees 48 minutes 14 seconds West, with a chord distance of 156.75 feet, and an arc length of 156.77 feet to the end of said curve;

South 20 degrees 23 minutes 58 seconds west, a distance of 630.20 feet and to the beginning of a tangent curve to the right;

Southwesterly with said curve which has a central angle of 21 degrees 51 minutes 15 seconds, a radius of 2198.78 feet, a chord that bears South 09 degrees 28 minutes 20 seconds West, with a chord distance of 833.60 feet, and an arc length of 838.67 feet to the end of said curve;

South 01 degree 27 minutes 17 seconds east, a distance of 344.34 feet;

Southwesterly with said curve which has a central angle of 12 degrees 14 minutes 36 seconds, a radius of 1860.08 feet, a chord that bears South 04 degrees 40 minutes 01 second West, with a chord distance of 396.72 feet, and an arc length of 397.48 feet to the end of said curve and to the beginning of curve to the right;

Southwesterly with said curve which has a central angle of 17 degrees 52 minutes 54 seconds, a radius of 1840.31 feet, a chord that bears South 20 degrees 16 minutes 03 seconds West, with a chord distance of 572.02 feet, and an arc length of 574.35 feet to the end of said curve;

South 37 degrees 00 minutes 06 seconds West, a distance of 75.78 feet;

THENCE departing the west right-of-way of said M.K.T. Railroad, with the south line of said 67.842-acre tract;

North 89 degrees 17 minutes 11 seconds West, a distance of 1808.35 feet;

THENCE with the west line of said 67.842-acre tract, and the approximate centerline of a creek the following courses:

North 08 degrees 17 minutes 34 seconds West, a distance of 145.66 feet;

South 48 degrees 40 minutes 51 seconds East, a distance of 21.26 feet;

North 55 degrees 32 minutes 10 seconds East, a distance of 48.72 feet;

North 20 degrees 32 minutes 22 seconds East, a distance of 105.23 feet;

North 05 degrees 20 minutes 57 seconds West, a distance of 172.55 feet;

North 28 degrees 43 minutes 24 seconds West, a distance of 56.25 feet;

North 49 degrees 27 minutes 44 seconds West, a distance of 61.27 feet;

South 46 degrees 06 minutes 24 seconds West, a distance of 65.16 feet;

South 53 degrees 22 minutes 13 seconds East, a distance of 154.48 feet;

North 40 degrees 24 minutes 15 seconds East, a distance of 39.02 feet;

North 29 degrees 24 minutes 40 seconds West, a distance of 21.21 feet;

North 39 degrees 50 minutes 58 seconds East, a distance of 28.51 feet;

North 19 degrees 01 minute 55 seconds East, a distance of 80.93 feet;

North 43 degrees 13 minutes 07 seconds East, a distance of 35.85 feet;

North 77 degrees 43 minutes 44 seconds East, a distance of 96.88 feet;

North 29 degrees 35 minutes 24 seconds East, a distance of 77.53 feet;

South 62 degrees 17 minutes 19 seconds East, a distance of 71.78 feet;

North 32 degrees 20 minutes 34 seconds West, a distance of 22.96 feet;

North 02 degrees 45 minutes 04 seconds East, a distance of 61.28 feet;

North 69 degrees 18 minutes 27 seconds East, a distance of 139.55 feet;

North 57 degrees 05 minutes 34 seconds East, a distance of 98.67 feet;

North 04 degrees 22 minutes 00 seconds East, a distance of 65.77 feet;

North 01 degrees 36 minutes 49 seconds West, a distance of 95.89 feet;

North 15 degrees 14 minutes 00 seconds East, a distance of 43.02 feet;

North 01 degree 16 minutes 38 seconds East, a distance of 90.76 feet;

North 15 degrees 17 minutes 20 seconds East, a distance of 29.13 feet;

North 61 degrees 33 minutes 59 seconds East, a distance of 58.90 feet;

North 44 degrees 17 minutes 09 seconds East, a distance of 49.53 feet;

North 16 degrees 50 minutes 47 seconds West, a distance of 41.21 feet;

North 46 degrees 26 minutes 02 seconds East, a distance of 136.57 feet;

North 09 degrees 15 minutes 23 seconds West, a distance of 50.67 feet;

North 81 degrees 05 minutes 19 seconds West, a distance of 114.20 feet;

North 15 degrees 10 minutes 28 seconds West, a distance of 53.06 feet;

North 71 degrees 27 minutes 15 seconds East, a distance of 149.04 feet;

North 34 degrees 08 minutes 44 seconds East, a distance of 14.86 feet;

North 04 degrees 12 minutes 33 seconds East, a distance of 150.75 feet;

North 29 degrees 34 minutes 34 seconds East, a distance of 51.11 feet to a point in the north line of Blue Flame Road (an undedicated right-of-way), and in the south line of said 81.676-acre tract;

THENCE North 89 degrees 54 minutes 20 seconds West, with the south line of said 81.676-acre tract a distance of 715.43 feet;

THENCE with the west line of said 81.676-acre tract the following courses:

North 00 degrees 23 minutes 44 seconds East, a distance of 925.82 feet;

South 89 degrees 46 minutes 38 seconds East, a distance of 207.48 feet;

North 64 degrees 23 minutes 16 seconds East, a distance of 111.53 feet;

North 06 degrees 46 minutes 50 seconds West, a distance of 232.78 feet;

North 37 degrees 54 minutes 22 seconds East, a distance of 270.31 feet;

North 02 degrees 40 minutes 20 seconds West, a distance of 472.53 feet;

North 88 degrees 57 minutes 27 seconds East, a distance of 259.47 feet;

North 44 degrees 39 minutes 45 seconds East, a distance of 374.27 feet;

South 61 degrees 46 minutes 40 seconds East, a distance of 349.96 feet;

South 89 degrees 36 minutes 25 seconds East, a distance of 148.65 feet;

North 06 degrees 37 minutes 25 seconds West, a distance of 405.58 feet to a point in the south right of way line of said Highway 691, and the beginning of a non-tangent curve to the right;

THENCE with said right-of-way line, the following courses:

Southeasterly with said curve which has a central angle of 4 degrees 51 minutes 43 seconds, a radius of 1849.86 feet, a chord that bears South 52 degrees 43 minutes 22 seconds East, with a chord distance of 156.93 feet, and an arc length of 156.98 feet to the end of said curve;

South 50 degrees 04 minutes 28 seconds East, a distance of 620.61 feet to the beginning of a tangent curve to the left;

Southeasterly with said curve which has a central angle of 5 degrees 38 minutes 22 seconds, a radius of 1970.05 feet, a chord that bears South 52 degrees 53 minutes 39 seconds East, with a chord distance of 193.83 feet, and an arc length of 193.91 feet to the end of said curve;

South 34 degrees 21 minute 15 seconds west, a distance of 15.00 feet to the beginning of tangent curve to the left;

Southeasterly with said curve which has a central angle of 8 degrees 28 minutes 22 seconds, a radius of 1842.44 feet, a chord that bears South 59 degrees 44 minutes 43 seconds East, with a chord distance of 272.21 feet, and an arc length of 272.46 feet to the end of said curve, being the POINT OF BEGINNING, containing 173.157-acres of land, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, 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.

Exhibit B
Building Materials Standards

As used in this Agreement, the term "Building Materials Standards" shall include all minimum standards for building products and materials and aesthetic methods in the construction, renovation, maintenance and alteration of buildings as set forth or referenced in the following:

1. Sherman's Zoning Ordinance, Chapter 14 of the Sherman Code of Ordinances, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

2. Sherman's Ordinance approving the zoning applicable to the Property, as it exists or may be amended (and any successor ordinance thereto).

3. Sherman's Ordinance adopting the International Energy Conservation Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

4. Sherman's Ordinance adopting the International Fuel Gas Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

5. Sherman's Ordinance adopting the International Mechanical Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

6. Sherman's Ordinance adopting the International Plumbing Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

7. Sherman's Ordinance adopting the National Electrical Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

8. Sherman's Ordinance adopting the International Residential Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

9. Sherman's Ordinance adopting the International Property Maintenance Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

10. Sherman's Ordinance adopting the International Fire Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

11. Sherman's Ordinance adopting the International Building Code and all local amendments thereto, as it exists or may be amended by Sherman in its sole discretion (and any successor ordinance thereto).

12. Any other existing, future or successor ordinance, rule or regulation adopted by the Sherman City Council that establishes a standard for a building product, material or aesthetic method in construction, renovation, maintenance or other alteration of a building that is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

Exhibit C
Form of Assignment

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
City Manager
P. O. Box 1106
Sherman, TX 75091-1106

ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into by and between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee"). Assignor and Assignee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, contemporaneously with the execution of this Assignment, Assignee acquired from Assignor the following tract of land: Lot ___, Block __ of ____ Addition, an addition to the City of Sherman, Texas, according to the plat thereof recorded in _____, Official Public Records of Grayson County, Texas (the "Assignee Property"); and

WHEREAS, Assignor (referred to as "Developer" in the Development Agreement) and the City of Sherman, Texas ("Sherman") (referred to as "Sherman" in the Development Agreement) entered into that certain Development Agreement dated _____, filed for record under Instrument No. _____ in the Real Property Records of Grayson County, Texas ("Development Agreement"). The Development Agreement is incorporated herein in its entirety for all purposes; and

WHEREAS, the Development Agreement pertains to and encumbers the Property, as described in the Development Agreement, of which the Assignee Property is a portion; and

WHEREAS, pursuant to Section __ of the Development Agreement, Assignor desires to assign to Assignee the Assigned Rights/Obligations (hereinafter defined) as "Developer" under the Development Agreement, and Assignee desires to accept such assignment and assume all of the Assigned Rights/Obligations of Assignor as "Developer" under the Development Agreement pursuant and subject to the terms and provisions hereof.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), the foregoing, the covenants and conditions contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals Incorporated. The recitals set forth above are made a part of this Assignment as if set forth herein verbatim.

2. Assignment. Assignor hereby grants, sells, assigns, transfers and conveys to Assignee all of Assignor's rights, titles, interests, powers, duties, obligations, responsibilities, requirements, conditions and all other matters in, to and under the Development Agreement, as "Developer" under the Development Agreement (collectively, "Assigned Rights/Obligations"). Assignee hereby accepts such assignment and, from and after the Effective Date (hereinafter defined) of this Assignment, agrees to be bound by, perform and assume the Assigned Rights/Obligations.

3. Effect on Other Portions of Development Agreement. This Assignment is further intended to assign, among other things, all rights, obligations, liabilities, duties, representations, warranties, remedies and waivers of Assignor, including, without limitation, all the general and/or miscellaneous provisions, under the Development Agreement to Assignee, said assignment having the same effect as if Assignee was the original "Developer" under the Development Agreement.

4. Covenant Running with the Land. This Assignment shall be a covenant running with the land and Assignee Property and shall be binding upon Assignee and Assignor and their respective successors and assigns, as authorized by Section __ of the Development Agreement. Assignee shall, in accordance with Section __ of the Development Agreement, file an approved and executed original of this Assignment in the Real Property Records of Grayson County, Texas, and provide Sherman with a file-marked copy of the Assignment within ten (10) days of filing the same.

5. Indemnity of Assignor. ASSIGNEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNOR FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, AND INTENDED BY WAY OF EXAMPLE ONLY, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS AND AMOUNTS PAID IN SETTLEMENT OF CLAIMS) ARISING OUT OF ASSIGNEE'S FAILURE TO PERFORM THE OBLIGATIONS, DUTIES AND RESPONSIBILITIES ASSUMED BY ASSIGNEE IN SECTIONS 2 AND 3 ABOVE.

6. Indemnity of Assignee. ASSIGNOR COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS ASSIGNEE FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, AND INTENDED BY WAY OF EXAMPLE ONLY, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS AND AMOUNTS PAID IN SETTLEMENT OF CLAIMS) ARISING OUT OF ASSIGNOR'S FAILURE TO PERFORM THE OBLIGATIONS, DUTIES, RESPONSIBILITIES, REQUIREMENTS AND CONDITIONS OF THE "DEVELOPER" UNDER THE DEVELOPMENT AGREEMENT THAT ARE NOT ASSUMED BY ASSIGNEE PURSUANT TO SECTIONS 2 AND 3 ABOVE.

7. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States Mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt

requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Assignor:

_____
_____
_____
_____
Telephone: _____
Email: _____

If to Assignee:

_____
_____
_____
_____
Telephone: _____
Email: _____

8. Entire Agreement. This Assignment contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

9. Multiple Counterparts. This Assignment may be executed in a 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.

10. Authority to Execute. The individuals executing this Assignment on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Assignment to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Assignment in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Assignment and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date.

11. Representations. Each signatory represents this Assignment has been read by the party for which this Assignment is executed and that such party has had an opportunity to confer with its counsel.

12. Waiver. Waiver by either party of any breach of this Assignment, or the failure of either party to enforce any of the provisions of this Assignment, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance of this Assignment.

13. Binding Effect. All the covenants, terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors and assigns.

14. Reference to Assignor. When referring to "Assignor" herein, this Assignment shall refer to and be binding upon Assignor, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Assignor is legally responsible.

15. Reference to Assignee. When referring to "Assignee" herein, this Assignment shall refer to and be binding upon Assignee, and its officers, directors, partners, employees, representatives, contractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Assignee is legally responsible.

16. Governing Law/Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Assignment. The parties agree that this Assignment is performable in Grayson County, Texas, and that exclusive venue shall lie in Grayson County, Texas.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Assignment and caused this Assignment to be effective when all the parties have signed it. The date this Assignment is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

_____,
a _____

By: _____
_____, _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ of _____, a _____, and that he executed the same for the purposes and consideration therein stated and, in the capacity, therein stated as the act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office on this ____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires: _____

[ASSIGNEE]

By:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

Exhibit D
Form of Landowner Certificate

CONSENT AND AGREEMENT OF LANDOWNER

This Consent and Agreement of Landowner is issued by _____, a _____ (the "Landowner"), as the landowner who holds record title to the property described on **Exhibit A** attached hereto and located within the Joiner Ranch Public Improvement District (the "PID") created by the City of Sherman, Texas (the "City") pursuant to Resolution No. _____ passed and approved by the City Council of the City on _____. Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the City's ordinance levying assessments on property within the [Major Improvement Area][Improvement Area ___] of the PID, adopted on _____, 20___ (the "Assessment Ordinance"), including the Service and Assessment Plan (the "Service and Assessment Plan") and the [Major Improvement Area][Improvement Area ___] Assessment Roll attached thereto (the "Assessment Roll").

Landowner hereby declares and confirms that it holds record title to the real property located in Improvement Area ___ of the PID, set forth on **Exhibit A** (the "Property"), which Property is a portion of the real property included within the PID and is subject to the assessments levied pursuant to the Assessment Ordinance. Further, Landowner hereby ratifies, declares, consents to, affirms, agrees to and confirms each of the following:

1. The creation and boundaries of the PID, the boundaries of each Assessed Property within the PID (the "Assessed Property"), and the [Major Improvement Area][Improvement Area ___] Projects for which the assessments are being made and which benefit the Assessed Property (the "Assessments"), as set forth in the Service and Assessment Plan for the PID.

2. The determinations and findings by the City in the Assessment Ordinance and the SAP.

3. The Assessment Ordinance, the SAP and the Assessment Roll for the PID.

4. The right, power and authority of the City Council of the City to create the PID, adopt the Assessment Ordinance and the SAP and the Assessment Roll.

5. Each Assessment levied on each Assessed Property owned by the undersigned as shown in the SAP (including interest, Additional Interest, and Annual Collection Costs as identified in the SAP and as updated from time to time as set forth in the SAP).

6. The [Major Improvement Area][Improvement Area ___] Projects specially benefit the Assessed Property owned by the undersigned in an amount in excess of the Assessment levied on each Assessed Property, as such Assessments are shown on the Assessment Roll.

7. Each Assessment is final, conclusive and binding upon such Landowner, regardless of

whether such Landowner may be required to pay Assessment under certain circumstances pursuant to the SAP.

8. The Landowner shall pay the Assessment levied on the Assessed Property owned by it when due and in the amount required by and stated in the SAP and the Assessment Ordinance.

9. Delinquent installments of the Assessments shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act.

10. The "Annual Installments" of the Assessments may be calculated and adjusted in accordance with the SAP, and Landowner shall be obligated to pay the Annual Installments against the Assessed Property owned by Landowner, when due, calculated as set forth in the SAP.

11. As of the date hereof, all notices required to be provided to it under the PID Act have been received and to the extent of any defect in such notice, Landowner hereby waives any notice requirements and consents to all actions taken by the City with respect to the creation of the PID and the levy of the Assessments. The Landowner further confirms it owned 100% of the Property that is Assessed Property within the PID on _____, 20___.

12. That this Consent and Agreement of Landowner shall be filed in the records of the County Clerk of Grayson County, with copies of the recorded documents delivered to the City promptly after receipt thereof by the recording party, as a lien and encumbrance against the Assessed Property.

13. There are no properties within the boundaries of the PID that are not identified in the SAP and the Assessment Roll.

[Execution page follows]

IN WITNESS WHEREOF, the undersigned has caused this Consent and Agreement of Landowner to be executed as of _____.

LANDOWNER:

By: _____
Name:
Title:

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this ___ day of _____, 202__, by _____, the _____ of _____, on behalf of said _____.

_____
Notary Public in and for the State of Texas

[SEAL]

Exhibit E

REIMBURSEMENT AGREEMENT
Joiner Ranch Public Improvement District

This Reimbursement Agreement (this "Agreement") is entered into by JOINER RANCH LLC, a Texas limited liability corporation (the "Developer"), and the CITY OF SHERMAN, TEXAS, a home-rule municipality ("Sherman" or the "City"), in relation to the Joiner Ranch Public Improvement District (the "PID"), created pursuant to Chapter 372, Texas Local Government Code, as amended (the "Act"). The Developer and the City are individually referred to herein as a "Party" and collectively as the "Parties."

SECTION 1.
RECITALS

WHEREAS, the Developer and the City have entered into a Development Agreement, as defined in Section 2, relating to the development of the property within the PID and the financing of public improvements within the PID; and

WHEREAS, on _____, 20[__], the City Council passed and approved the PID Creation Resolution, as defined in Section 2, authorizing the creation of the PID pursuant to the authority of the Act, covering approximately 173.157 acres within the City's corporate boundaries, which land is described in the PID Creation Resolution; and

WHEREAS, the PID is being developed in phases or improvement areas, and Assessments, as defined in Section 2, for each improvement area will be levied by the City against the Assessed Parcels, as defined in Section 2, within such phases or improvement areas to pay the costs of PID Projects, as defined in Section 2, that confer a special benefit on the Assessed Parcels within such phases or improvement areas; and

WHEREAS, prior to the issuance of PID Bonds, as defined in Section 2, the Developer has paid and may continue to pay for the Actual Costs, as defined in Section 2, of the PID Projects benefitting the property within the PID, and the City intends to acquire and/or receive the PID Projects constructed by the Developer or otherwise authorize the dedication of the PID Projects to another authorized third-party and to reimburse the Developer for the Actual Costs; and

WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the PID Act; and

WHEREAS, the recitals are true and correct and are part of this Agreement for all purposes and each Party has relied upon such recitals in entering into this Agreement; and

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth herein, the Parties agree as follows:

SECTION 2.
DEFINITIONS

Certain terms used in this Agreement are defined in this Section 2. Other terms used in this Agreement are defined in the recitals or in other sections of this Agreement. Unless the context requires otherwise, the following terms shall have the following meanings:

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

"Actual Cost(s)" means with respect to PID Projects, the actual costs paid or incurred by or on behalf of the Developer, including: (1) the costs incurred by the Developer, or on behalf of the Developer (either directly or through affiliates) or the City for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such PID Projects; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such PID Projects; (3) third-party construction management fees not to exceed 3.5% of the hard cost of the PID Projects; (4) the costs incurred by or on behalf of the Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (5) all labor, bonds, and materials, including equipment and fixtures, by contractors, builders, and materialmen in connection with the acquisition, construction, or implementation of the PID Projects; (6) all related permitting, and public approval expenses, architectural, engineering, legal and consulting fees, and governmental fees and charges; (7) costs to implement, administer, and manage the above-described activities; and (8) any other costs as allowed by law and as set forth in the SAP.

"Annual Collection Costs" means the actual or budgeted costs and expenses related to the operation of the PID, including, but not limited to, costs and expenses for: (1) City staff, including any third-party PID administrator; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and annual service plan updates; (5) paying and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with the Service and Assessment Plan, the Act, and any Bond Indenture, with respect to the PID Bonds, including the City's continuing disclosure and arbitrage rebate requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

"Annual Installment" means the annual installment payment of an Assessment, as calculated by the PID administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) additional interest related to PID Bonds, if applicable, as may be further defined in the SAP.

"Assessed Parcel(s)" means any parcel within the PID against which an Assessment is levied.

"Assessment(s)" means an assessment levied against Assessed Parcels pursuant to the provisions of the Act for payment of PID Project Costs, including the payment of PID Bonds, Annual Collection Costs, interest on PID Bonds and Assessments, and obligations under this Agreement, as shown on the Assessment Roll, and as may be further defined in the SAP.

"Assessment Ordinance" means the ordinance(s) adopted by the City Council levying Assessments on an Assessed Parcel within the PID to pay PID Project Costs, PID Bonds, administrative costs of the PID, interest on PID Bonds and Assessments, and obligations under this Agreement, as may be further defined in the SAP.

"Assessment Revenues" means the revenues received by the City from the collection of Assessments, including Prepayments, Annual Installments, and Foreclosure Proceeds, as may be further defined in the SAP.

"Assessment Roll" means any assessment roll for the Assessed Parcel within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or any annual service plan update, as may be further defined in the SAP.

"Bond Indenture" means the indenture of trust pursuant to which a series of PID Bonds are issued.

"Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited into the PID Project Fund under the Bond Indenture and made available to pay PID Project Costs including costs of issuance of the PID Bonds and design, engineering, construction and inspection costs in accordance with this Agreement and any Bond Indenture or SAP.

"Budgeted Cost" means the estimated cost for a PID Project as provided for in the SAP.

"Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by the City Representative, delivered to the City Representative, specifying the work performed and the amount charged (including materials and labor costs) for PID Project Costs, and requesting payment of such amount from the appropriate account or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the PID Projects covered by the certificate have been inspected by the City.

"City Council" means the governing body of the City.

"City Representative" means the person authorized by the City Council to undertake the actions referenced herein.

"Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties and the trustee named in the applicable Bond Indenture.

"Default" is defined in Section 4.6.1.

"Delinquent Collection Costs" means costs related to the foreclosure on an Assessed Parcel and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under the SAP, including penalties and reasonable attorney's fees actually

paid, but excluding amounts representing interest and penalty interest, as may be further defined in the SAP.

"Development Agreement" means that certain Development Agreement, effective as of _____, 2026, by and between the Developer and the City, pertaining to the construction and installation of certain PID Projects, as described therein and benefitting the PID.

"Developer Advances" mean advances made by the Developer to pay PID Project Costs.

"Developer Continuing Disclosure Agreement" means the Continuing Disclosure Agreement of the Developer executed contemporaneously with the issuance and sale of a series of PID Bonds.

"Failure" is defined in Section 4.6.1.

"Final Completion" means completion of a PID Project in compliance with existing City standards under the City's ordinances and the Development Agreement.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Improvement Area" means a specifically defined and designated portion of the PID that is developed as a separate phase. Each Improvement Area shall be identified in the SAP.

"Maturity Date" with respect to any Improvement Area, is the date one year after the final scheduled and non-delinquent Annual Installment for an Assessment in the Improvement Area is collected.

"PID" means the Joiner Ranch Public Improvement District created by the PID Creation Resolution.

"PID Bonds" means the bonds issued pursuant to the provisions of the Act in one or more series to fund PID Project Costs or to reimburse the Developer for PID Project Costs.

"PID Creation Resolution" means Resolution No. _____ passed and approved by the City Council on _____, 20[__], authorizing the creation of the PID.

"PID Pledged Revenue Fund" means the Pledged Revenue Fund, as defined in a Bond Indenture, established or to be established by the City (and segregated from all other funds of the City) into which the City deposits Assessment Revenue securing the applicable series of PID Bonds issued and still outstanding, as described in the Bond Indenture.

"PID Project Fund" means the fund and all accounts and subaccounts created within such fund, established or to be established by the City (and segregated from all other funds of the City) under the applicable Bond Indenture into which the City deposits Bond Proceeds of the applicable series of PID Bonds in the amounts and as described in the Bond Indenture.

"PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue if not deposited into the PID Pledged Revenue Fund.

"PID Projects" means the public improvements or services authorized by Section 372.003 of the Act to be constructed or acquired by or on behalf of the Developer within the PID and described and defined in the SAP, whether the SAP defines such public improvements or services as PID Projects or utilizes another term.

"PID Project Costs" mean the Actual Costs of the PID Projects.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

"Plans" means the plans, specifications, schedules, and related construction contracts for the PID Projects approved pursuant to the applicable standards, ordinances, procedures, policies, and directives of the City, the Development Agreement, and other applicable agreement between the Parties related to the property in the PID.

"Reimbursement Agreement Balance" is defined herein.

"Reimbursement Agreement Balance Certificate" means a certificate (substantially in the form of Exhibit C or as otherwise approved by the Developer and the City Representative) acknowledged and agreed to by the Parties at the time each Certificate for Payment is approved by the City or at the time each payment is made to the Developer from the PID Project Fund or PID Reimbursement Fund, as set forth in Section 3.3 herein, in order to keep an accounting of the Reimbursement Agreement Balance for each Improvement Area.

"Service and Assessment Plan" or "SAP" means the service and assessment plan and any amendments or updates thereto approved by the City Council, prepared in relation to the property within the PID.

"Trustee" is defined herein.

SECTION 3.
FUNDING PROJECT COSTS

3.1 Fund Deposits.

3.1.1 Unless and until PID Bonds are issued for an Improvement Area, the City shall bill, collect, and immediately deposit all Assessment Revenue from an Improvement Area into a separate account for the Improvement Area in the PID Reimbursement Fund, which PID Reimbursement Fund is hereby created and established as a fund under this Agreement and which fund shall be held by the City and separate and apart from all other City funds and accounts. After the issuance and delivery of PID Bonds for the PID Projects for an Improvement Area, the City shall bill, collect, and immediately deposit all Assessment Revenue in the manner set forth in the

applicable Bond Indenture. The City shall also deposit Bond Proceeds in the manner set forth in the applicable Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as the City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Bond Indenture. Funds in the PID Reimbursement Fund shall only be used to pay all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement.

3.1.2 The City hereby confirms, covenants, and agrees that for so long as amounts are due to the Developer under this Agreement and/or for so long as PID Bonds are outstanding, that the City will do the following in the manner and to the maximum extent permitted by applicable law, subject to any conflicting provisions in any Bond Indenture: (a) take and pursue all reasonable actions necessary to cause the Assessments to be collected; (b) take and pursue all reasonable actions necessary to cause the liens related to the Assessments to be enforced continuously, including diligently prosecuting an action in district court to foreclose for delinquent or nonpayment of Assessments, including Annual Installments; and (c) take and pursue all reasonable actions necessary to cause no reduction, abatement or exemption of the Assessments. Notwithstanding the foregoing, the City shall not be required under any circumstances to (a) establish per annum interest rates on Assessments higher than the per annum interest rate(s) under this Agreement on the unpaid principal balance of the Reimbursement Agreement Balance for the applicable Improvement Area, or (b) purchase or make payment for the purchase of the delinquent Assessments or the corresponding Assessed Parcel. The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs or Annual Collection Costs in connection with its covenants and agreements under this Section or otherwise other than funds for such purpose on deposit in the applicable account of the PID Reimbursement Fund. Notwithstanding its collection efforts, if the City fails to receive all or any part of the Assessment Revenue and, as a result, is unable to make transfers from the PID Reimbursement Fund for payments to the Developer as required under this Agreement, such failure and inability shall not constitute a Failure or Default by the City under this Agreement. A Bond Indenture shall control in the event of any conflicts with this Agreement.

3.2 Payment of PID Project Costs.

3.2.1 As provided in the Development Agreement, the Developer shall make Developer Advances to pay all PID Project Costs.

3.2.2 If PID Bonds are issued, Bond Proceeds (i) may be used to reimburse the Developer for Developer Advances for PID Project Costs or to pay for PID Project Costs directly, and (ii) shall be used in the manner provided in the applicable Bond Indenture.

3.2.3 As evidence of Developer Advances required in connection with the issuance of a series of PID Bonds, the Developer shall submit to the City for approval all information related to such costs that would be required by a Closing Disbursement Request at least fifteen (15) business days prior to the closing of the PID Bonds. The lack of Bond Proceeds or other funds in the PID Project Fund for an Improvement Area or in the PID Reimbursement Fund shall not diminish the obligation of the Developer to pay all PID Project Costs for such Improvement Area.

3.3 Payment of Reimbursement Agreement Balance.

3.3.1 Unless and until PID Bonds are issued, the City agrees to pay the Developer solely from funds on deposit in the applicable account in the PID Reimbursement Fund, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on the Certificate for Payment for an Improvement Area (which amounts include only PID Project Costs paid by or at the direction of the Developer) plus simple interest on the unpaid principal balance at the rate identified the SAP approved at the time the City levies the Assessments, (any unpaid amount owed the Developer for all Certificates of Payment is referred to as the "Reimbursement Agreement Balance" for each Improvement Area), which amount shall not exceed the aggregate amount of Assessments levied within the applicable Improvement Area. Prior to the issuance of PID Bonds for an Improvement Area, the Developer shall submit a Certificate for Payment for all PID Project Costs for an Improvement Area only upon Final Completion of all PID Projects for that Improvement Area. After the issuance of PID Bonds for an Improvement Area, the Developer may submit a Certificate for Payment (no more frequently than monthly) for direct payment or reimbursement of PID Project Costs for an Improvement Area from Bond Proceeds or from the PID Reimbursement Fund, provided that reimbursement payments from the applicable account in the PID Reimbursement Fund shall not commence until after Final Completion of all PID Projects for the Improvement Area. Upon the issuance of PID Bonds, the City agrees to pay the Developer first from funds on deposit in the applicable PID Project Fund and then from funds on deposit in the applicable account in the PID Reimbursement Fund, if any, all in accordance with the terms, requirements and limitations of the Development Agreement. Notwithstanding anything in this Agreement to the contrary, the maximum amount that the Developer may be reimbursed under this Agreement for any Improvement Area shall be equal to the amount of Bond Proceeds on deposit in the applicable PID Project Fund plus amounts in the applicable account in the PID Reimbursement Fund, if any, plus simple interest on the unpaid principal balance of the Reimbursement Agreement Balance for an Improvement Area at a rate not to exceed the rates permitted under subsections (e)(1) and (e)(2) of Section 372.023 of the Act, as further identified in the SAP, or if PID Bonds are issued for an Improvement Area, then the interest rate on such PID Bonds. Interest on the unpaid principal balance of the Reimbursement Agreement Balance for an Improvement Area shall begin to accrue on the date that all PID Projects in or benefitting the Improvement Area have reached Final Completion and (i) the City has accepted all completed PID Projects for the Improvement Area by recording of the final plat in association with which the applicable PID Projects were constructed, or (ii) if such PID Projects are not constructed in association with development of an Improvement Area within the boundaries of a specific recorded final plat for the Improvement Area, either (y) the City Engineer or other authorized City representative provides written notice to the Developer of acceptance for City ownership and maintenance of the completed PID Projects for the Improvement Area or (z) the document conveying to City an easement in which such PID Project is located is recorded.

Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable laws and applicable plans and specifications therefore and with the terms of this Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to

confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within thirty (30) calendar days after each Certificate for Payment is submitted to the City, the City shall either: (1) approve the Certificate for Payment and authorized payment from the PID Reimbursement Fund or forward it to the trustee for payment from the PID Project Fund, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. The Parties agree to meet promptly and resolve the dispute within thirty (30) days from the date of the initial submittal of the Certificate for Payment. After any payment is made to the Developer from the PID Reimbursement Fund or PID Project Fund, the Parties agree to use best efforts in completing and executing a "Reimbursement Agreement Balance Certificate" (substantially in the form of attached hereto as Exhibit C), in order to keep an accounting of the Reimbursement Agreement Balance for each Improvement Area. The failure of the Parties to executed such Reimbursement Balance Certificate shall not constitute a "Failure" or result in a "Default" by the Parties.

3.3.2 The obligation of the City to pay the Reimbursement Agreement Balance for an Improvement Area is payable solely from the applicable account in the PID Reimbursement Fund or from Bond Proceeds on deposit in the applicable PID Project Fund. No other City funds, revenue, taxes, income, or property shall be used even if the Reimbursement Agreement Balance for an Improvement Area is not paid in full by the Maturity Date. Payments from the PID Reimbursement Fund shall be applied in accordance with this Agreement. Each payment from an account in the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance for an Improvement Area as of the date of the payment and that itemizes all deposits to and disbursements from the account since the last payment. If there is a dispute over the amount of any payment requested under a Certificate for Payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made. The Developer may appeal any disputes to the City Council.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of paying all or a portion of the Reimbursement Agreement Balance for an Improvement Area. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Bond Indenture. Upon the issuance of a series of PID Bonds for such purpose, the Developer's right to receive payments each year in accordance herewith shall be subordinate to the deposits required under the applicable Bond Indenture related to any outstanding PID Bonds. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. The Developer has a duty to construct related PID Projects and shall not be relieved of such duty even if it is anticipated that there will be insufficient funds in a PID Project Fund to pay PID Project Costs for an Improvement Area. The issuance of PID Bonds is a discretionary action by the City Council and is further conditioned upon the adequacy of the bond security and other applicable conditions, including but not limited to conditions for issuance of PID Bonds set forth in the Development Agreement and Developer's compliance with any such conditions.

3.5 Disbursements and Transfers at and after Bond Closing.

3.5.1 If PID Bonds for an Improvement Area are issued after Final Completion of all PID Projects for such Improvement Area, and upon the presentation of the Certificate for Payment previously delivered upon Final Completion of such PID Projects and a Closing Disbursement Request for the Improvement Area and approval of each by the City, the City will cause the Trustee under the Bond Indenture to pay from the Bond Proceeds at closing of the PID Bonds approved amounts from the appropriate account to the City, the Developer, or their designees, as applicable. In order to receive such a disbursement, the Developer shall execute a Closing Disbursement Request substantially in the form attached hereto as Exhibit B to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. In order to receive disbursements from the applicable fund under the Bond Indenture at the closing of the PID Bonds, if PID Bonds are issued, or from the PID Reimbursement Fund, the Developer shall execute a Certificate for Payment upon Final Completion of all PID Projects for the applicable Improvement Area (and no less than sixty (60) days prior to City Council authorization of PID Bonds, if PID Bonds are being issued) to be delivered to the City for payment in accordance with the provisions of the Bond Indenture, if applicable, and/or this Agreement.

3.5.2 If PID Bonds for an Improvement Area are issued prior to Final Completion of all PID Projects for such Improvement Area, and upon the presentation of a Certificate for Payment for PID Project Costs for such Improvement Area and a Closing Disbursement Request for the Improvement Area and approval of each by the City, subject to any limitations and requirements in the Development Agreement, the City will cause the Trustee under the Bond Indenture to pay from the Bond Proceeds at closing of the PID Bonds approved amounts from the appropriate account to the City, the Developer, or their designees, as applicable. In order to receive such a disbursement at closing of the PID Bonds, the Developer shall execute a Closing Disbursement Request substantially in the form attached hereto as Exhibit B to be delivered to the City no less than fifteen (15) business days prior to the scheduled closing date for the PID Bonds for payment in accordance with the provisions of the Bond Indenture. In order to receive disbursements from the applicable fund under the Bond Indenture at the closing of the PID Bonds, if PID Bonds are issued, or from the PID Reimbursement Fund, the Developer shall execute a Certificate for Payment for PID Project Costs for the applicable Improvement Area (and no less than twenty (20) days prior to City Council authorization of PID Bonds, if PID Bonds are being issued) to be delivered to the City for payment in accordance with the provisions of the Bond Indenture, if applicable, and/or this Agreement. After closing of the PID Bonds, in order to receive disbursements from the applicable fund under the Bond Indenture, or from the PID Reimbursement Fund, the Developer shall execute and submit (no more frequently than monthly) a Certificate for Payment for PID Project Costs for the applicable Improvement Area to be delivered to the City for payment in accordance with the provisions of the Bond Indenture, if applicable, and/or this Agreement.

3.5.3 Upon receipt of a Certificate for Payment (along with all accompanying documentation reasonably required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all applicable governmental laws, rules and regulations and applicable plans therefor with the terms of this Agreement, the Development Agreement and any other agreement between the Parties related to property in the PID, and to verify and approve PID Project Costs of such work specified in such Certificate for Payment. The

City shall also conduct such review as is required to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within fifteen (15) business days following receipt of any Certificate for Payment, the City shall either: (a) approve the Certificate for Payment and (i) forward it to the trustee designated under the Bond Indenture (the "Trustee") for payment or (ii) pay such amount from the PID Reimbursement Fund; or, (b) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying in detail the basis for any such disapproval. If the City timely disapproves the Certificate for Payment by delivering a detailed notice to the Developer, then payment with respect to the disputed portion(s) of the Certificate for Payment shall not be made until the Developer and the City settle the dispute. The Parties agree to meet promptly and resolve the dispute within thirty (30) days from the date of the initial submittal of the Certificate for Payment. The Developer may appeal any disputes to the City Council. If PID Bonds are issued, the City shall deliver the approved or partially approved Certificate for Payment to the Trustee for payment, and the Trustee shall make the disbursements as soon as practicable thereafter.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than the applicable account in the PID Reimbursement Fund or the applicable PID Project Fund. Unless approved by the City at its sole discretion, no other City funds, revenues, taxes, or income of any kind other than the funds on deposit in the applicable account in the PID Reimbursement Fund or the applicable PID Project Fund shall be used to pay: (a) the PID Project Costs; (b) the Reimbursement Agreement Balance for an Improvement Area, even if the applicable Reimbursement Agreement Balance is not paid in-full on or before the Maturity Date; or (c) debt service on any applicable PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants, or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. If the Developer is then in current compliance with its obligations under the Development Agreement and any other agreement between the Parties related to the property in the PID, the Developer Continuing Disclosure Agreement if applicable, and this Agreement, and is not delinquent in payment of the Assessments and paying property taxes, then following the inspection and approval of all PID Projects of an Improvement Area for which the Developer seeks reimbursement of the PID Project Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment are unconditional and not subject to any defenses or rights of offset except as may be provided in any Bond Indenture.

3.8 Construction of PID Projects. All PID Projects shall be constructed by or at the direction of the Developer in accordance with the Plans, Development Agreement, applicable City ordinances and regulations, this Agreement and any other applicable agreement between the Parties related to property in the PID. The Developer shall perform, or cause to be performed, all

of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of PID Projects in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all PID Projects are constructed in a good and workmanlike manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall, at all time, employ adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction, and installation of all PID Projects to be acquired and accepted by the City from the Developer. If any PID Projects are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance by the City) thereof. Inspection and acceptance of PID Projects will be in accordance with applicable City ordinances and regulations.

3.9 Security for PID Projects. Prior to the completion and conveyance to the City of any PID Project, the Developer shall provide or cause to be provided a maintenance bond relating to the PID Projects, which maintenance bond shall be for a term of two (2) years from the date of final acceptance of the applicable PID Project. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the PID Projects to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the PID Projects is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed one hundred percent (100%) of the disputed amount.

3.10 Ownership and Transfer of PID Projects. All PID Projects shall be owned by the City upon acceptance of them by the City. The Developer shall take any action reasonably required by the City to transfer, convey, or otherwise dedicate or ensure the dedication of land, right-of-way, or easements for the PID Projects to the City for public use. The Developer shall convey the PID Projects to the City by deed or other appropriate instrument of conveyance, with full warranties, free and clear of any liens, claims, encumbrance, options, charges, assessments, restrictions, laminations or reservations, including liens for ad valorem taxes for past and current years, and payments due to construction contractors, laborers, or materialmen, unless otherwise waived by the City. The Developer may also convey the PID Projects to the City by plat or other instrument on behalf of or benefiting the City. For any land transferred to the City as a PID Project, the Developer shall furnish to the City a preliminary title report for such land, prior to the City accepting the PID Project and prior the City providing any reimbursement to the Developer. The report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The City shall approve the preliminary title report unless it reveals

a matter which, in the reasonable judgment of the City, would materially affect the common use and enjoyment subscribed to such PID Projects. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable land until the Developer has cured the objections to the reasonable satisfaction of the City. The Developer shall also assign, in writing, all of its contractors' and materialmen's warranties relating to the PID Projects. All documents or instruments of conveyance, transfer, or assignment hereunder shall be in a form and content acceptable to the City's attorneys. The Developer, at the time of reimbursement by the City, shall deliver to the City a release of all liens upon the bonded PID Projects securing the costs of construction of the bonded PID Projects advanced by a third-party lender. Any conveyance of PID Projects to the City by plat shall not be considered effective until the City has provided a letter of acceptance for such PID Projects. Any conveyance of PID Projects to the City by deed or similar instrument shall not be considered effective until such deed or other instrument is recorded in the property records of Grayson County.

3.11 Correction of Defects. Prior to the conveyance of the PID Projects to the City, the Developer shall correct or cause the correction of any existing engineering or construction defects then existing in the PID Projects or for satisfaction of any unpaid claim for materials or labor. The City shall be under no obligation to contest or challenge any claim for labor or materials; provided, however, that in the event the Developer fails to promptly correct any such defect or satisfy any such claim, the City may elect to do so and, in such event, shall have full rights of subrogation. Subject to any applicable statutes of limitation, the Developer shall pay the City for the City's costs in satisfying any claim including, but not limited to, construction costs, engineering fees, attorneys' fees, building or construction permits, filing fees or court costs. After conveyance of the PID Projects to the City, the City shall look solely to the maintenance bond provided by the Developer pursuant to Section 3.10 of this Agreement to correct any defect in the PID Projects.

3.12 Survival or Representations. All representations, warranties and agreements of the City and the Developer hereunder shall survive the conveyance of the PID Projects to the City.

3.13 Improvement Area Reimbursement Agreements. The Developer and the City may enter into one or more reimbursement agreements for a particular Improvement Area to establish the terms by which Developer may obtain reimbursements for PID Project Costs for the Improvement Area through the Bond Proceeds or Assessments, in which case any such reimbursement agreement shall control over this Agreement, and this Agreement shall have no effect with respect thereto.

SECTION 4.
ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date (hereinafter defined) and shall continue until the earlier to occur of: (i) the last Maturity Date relating to any Improvement Area; or (ii) the date on which the Reimbursement Agreement Balance for all Improvement Areas is paid in full; or (iii) termination pursuant to an uncured Default. This Agreement shall terminate with respect to any particular Improvement Area upon the earlier to occur of: (i) the Maturity Date for that Improvement Area; or (ii) the date on which the Reimbursement Agreement Balance for the Improvement Area is paid in full. Upon termination of this Agreement with respect to an Improvement Area, the amount of the Reimbursement

Agreement Balance for that Improvement Area that has not been paid, plus the accrued and unpaid interest thereon (collectively, the "Unpaid Balance") shall be canceled and for all purposes of this Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL, and such Unpaid Balance shall no longer be deemed to be payable.

4.2 No Competitive Bidding. Construction of the PID Projects shall not require competitive bidding pursuant to Section 252.022(a)(9), Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to the Developer selecting the contractor.

4.3 Independent Contractor. The PID Projects shall be constructed in a good and workmanlike manner and all material used in such construction shall be fit for the their intended purpose. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon three (3) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the PID Projects. For a period of two (2) years after completion of the PID Projects, books shall be maintained in accordance with customary real estate accounting principles.

4.5 Record Drawings. Upon completion of construction of the PID Projects, the Developer shall provide the City will final record drawings of the PID Projects approved by the City Engineer.

4.5 Representations and Warranties.

4.5.1 The Developer represents and warrants to the City that: (a) the Developer has the authority to enter into and perform its obligations under this Agreement; (b) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (c) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (d) this Agreement is binding upon the Developer in accordance with its terms; (e) the Developer is current on all taxes, assessments, fees and obligations to the City; (f) the Developer is not in default under the Development Agreement or any other agreement with the City related to the PID; and (g) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.5.2 The City represents and warrants to the Developer that: (a) the City has the authority to enter into and perform its obligations under this Agreement; (b) the person executing this Agreement on behalf of the City has been duly authorized to do so; (c) this Agreement is binding upon the City in accordance with its terms; and (d) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.6 Default/Remedies.

4.6.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) business days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure. However, if the non-monetary Failure is of such a nature that it cannot reasonably be expected to be cured within thirty (30) days, then the Party who failed to perform shall have such time as is necessary to cure the default, so long as the failing Party commences the cure within thirty (30) days and diligently pursues such cure to completion.

4.6.2 If the Developer is in Default, the City shall have available all remedies at law or in equity, including, without limitation, specific performance, damages, and termination of this Agreement. The City shall not terminate this Agreement unless it delivers to the Developer a second notice expressly providing that the City will terminate within thirty (30) additional days. Termination or non-termination of this Agreement upon a Developer Default shall not prevent the City from suing the Developer for specific performance, damages, injunctive relief or other available remedies with respect to obligations that expressly survive termination. In the event the Developer fails to pay any of the expenses or amounts or perform any obligation specified in this Agreement, then to the extent such failure constitutes a Default hereunder, the City may, but shall not be obligated to do so, pay any such amount or perform any such obligations and the amount so paid and the reasonable out of pocket costs incurred by the City in said performance shall be due and payable by the Developer to the City within thirty (30) days after the Developer's receipt of an itemized list of such costs.

4.6.3 Subject to Section 3.6, if the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, that no Default by the City shall entitle the Developer to terminate this Agreement and that any financial obligation of the City will only be payable from Assessments Revenues collected for the payment of Annual Collection Costs and Delinquent Collection Costs. Any amounts or remedies due pursuant to this Agreement are not subject to acceleration.

4.7 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer or any other person or entity involved in the design, construction, or installation of the PID Projects. The obligations of the Developer hereunder shall be those of a Party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.8 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Grayson County, Texas.

4.9 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (a) when delivered by a nationally recognized

delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (b) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

If to Sherman, addressed to it at:

City of Sherman
Attn: City Manager
220 W. Mulberry Street
Sherman, TX 75090
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Email: rpittman@abernathy-law.com

If to Developer, addressed to it at:

Joiner Ranch LLC
c/o D2 Development, Inc.
Attn: David C. Davis
15108 Canyon Crest
Dallas, Texas 75248
Email: david@d2dev.com

With a copy to:
Winstead PC
Attn: Ross Martin
2728 N. Harwood St., Suite 500
Dallas, Texas 75201
Email: rmartin@winstead.com

Any Party may change its address by delivering notice of the change in accordance with this section.

4.10 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the Bond Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.11 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.12 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.13 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City and the Developer, any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City and the Developer.

4.14 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.15 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and if convicted of a violation under 8 U.S.C. Section 1324a (f), the Developer shall repay the amount of any reimbursement payment or other funds received by the Developer from City from the date of this Agreement to the date of such violation within 120 days after the date the Developer is notified by City of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. The Developer is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Developer or by a person with whom the Developer contracts.

4.16 Form 1295 Certificate of Interested Parties. Prior to its execution of this Agreement, the Developer agrees to file with the City pursuant to Texas Government Code 2252.908 a signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with TEC.

4.17 Recitals. The recitals set forth in Section 1: (a) are part of this Agreement for all purposes; (b) are true and correct; and (c) each Party has relied upon such recitals in entering into this Agreement.

4.18 Assignability. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with prior written notice to) the City, the Developer's right, title, or interest under this Agreement including, but not limited to, any right, title, or interest of the Developer in and to payment of any Reimbursement Agreement Balance (any of the foregoing, a "Transfer," and the person or entity to whom the Transfer is made, a "Transferee"). The rights of the Developer to assignment are conditioned upon the Transferee agreeing, in writing, to assume the rights, title or interest being assigned and to be bound by the terms and conditions of this Agreement to the extent they apply to the rights, title or interest being assigned. An assignment by the Developer pursuant to this Section shall be effective upon delivery to the City of a copy of the fully executed assignment, which shall include the information required by Section 4.9 hereof and unambiguous provisions regarding any apportionment between the Developer and the Transferee of the right to receive payment of any portion of the Reimbursement Agreement Balance for an Improvement Area or any other payment. The City may rely on any notice of a Transfer or executed assignment received from the Developer without obligation to investigate or confirm the validity or occurrence of such Transfer. The Developer waives all rights or claims against the City for any such funds provided to a third party

as a result of a Transfer for which the City has received notice, and the Developer's sole remedy shall be to seek the funds directly from the third party. If the City determines that the executed assignment received from the Developer does not unambiguously provide for the apportionment between the Developer and the Transferee of the right to receive payments of a Reimbursement Agreement Balance or any other amount, the City will provide written notice to the Developer and the Transferee of such ambiguity and may make such payments solely to the Developer or hold such payments in escrow until such time as the executed assignment is amended to unambiguously provide for such apportionment and the Transferee or other third party's sole remedy shall be to seek the funds directly from the Developer. No conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made by the Developer or any successor or assignee of the Developer that results in the City being an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission without the express written consent of the City. The City shall not be required to make payments pursuant to this Agreement to more than three (3) parties for each phase or Improvement Area. Any assignment by a Transferee of its rights, title or interest under this Agreement shall be subject to the requirements of the Developer under this Section.

4.19 Captions. The captions used in connection with the paragraphs of this Agreement are for convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or used as interpreting the meanings and provisions hereof.

4.20 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within ten (10) Business Days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give notice to the other Party, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the notice described by this section, unless otherwise separately agreed by the Parties or unless the Party whose obligation was suspended by the force majeure is prohibited by law to perform such obligation, in which case said Party shall perform such obligation(s) as soon as reasonably practical after the legal impediment to such performance has ended. The term "force majeure," as used herein, shall include, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemy; order of any kind of the Government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics and pandemics causing a disaster declaration by the State of Texas; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; washouts; droughts; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery; pipelines or canals; partial or total failure of water supply and inability to provide water necessary for operation of the sewer system, or to receive waste; and any other inabilities of the Party, whether similar to those enumerated or otherwise, which are not within the control of the Party, which the Party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of such Party, and that the above requirement that any force majeure shall be remedied with all reasonable

dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party when such settlement is unfavorable to it in the judgment of such Party.

4.21 Anti-Boycott Verification. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made pursuant to Section 2271.002, Texas Government Code. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.21 shall survive termination of this Agreement until the statute of limitations has run.

4.22 Verification Pursuant to Chapters 2252 and 2270 of the Texas Government Code. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code. The foregoing representation is made pursuant to Section 2252.152, Texas Government Code and excludes the Developer and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Developer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.22 shall survive termination of the Agreement until the statute of limitations has run.

4.23. Verifications Pursuant to Chapter 2276, Texas Government Code. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made pursuant to Section 2276.002, Texas Government Code, as amended. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.23 shall survive termination of the Agreement until the statute of limitations has run.

4.24 Verification Pursuant to Chapter 2274, Texas Government Code. The Developer hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association during the term of this Agreement.

The foregoing verification is made pursuant to Section 2274.002, Texas Government Code, as amended. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code, "firearm entity" shall have the meaning assigned to such term in Section 2774.001(6), Texas Government Code, and "firearm trade association" shall have the meaning assigned to such term in Section 2274.001(7), Texas Government Code. The Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 4.24 shall survive termination of the Agreement until the statute of limitations has run.

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

Exhibit A: Form of Certificate for Payment

Exhibit B: Form of Closing Disbursement Request

Exhibit C: Form of Reimbursement Agreement Balance Certificate

[*Execution pages follow.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY:

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Zachary Flores, City Manager

Date: _____

ATTEST:

_____
Teri Fine, City Clerk

APPROVED AS TO FORM:

Abernathy, Roeder, Boyd & Hullett, P.C.

By:_____
Ryan D. Pittman, City Attorneys

DEVELOPER:

JOINER RANCH LLC,
a Texas limited liability corporation

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

FORM OF CERTIFICATE FOR PAYMENT

The undersigned is an agent for [NAME OF DEVELOPER] ("Developer"), and requests payment from the City of Sherman, Texas (the "City") out of the [*PID Project Fund (as defined in the Bond Indenture) / PID Reimbursement Fund*] in the amount of $_____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain PID Projects providing a special benefit to property within Improvement Area #[__] of the Joiner Ranch Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Reimbursement Agreement, Joiner Ranch Public Improvement District, effective _____, 20[__] (the "Reimbursement Agreement"). In connection with the above referenced payment, Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Certificate for Payment Form on behalf of Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced PID Projects has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed below is a true and accurate representation of the PID Project Costs associated with the creation, acquisition, or construction of said PID Projects and such costs: (a) are in compliance with the Reimbursement Agreement; and (b) are consistent with the Service and Assessment Plan.

4. Developer is in compliance with the terms and provisions of the Development Agreement, Developer Continuing Disclosure Agreement, Reimbursement Agreement and the Service and Assessment Plan.

5. Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity, Developer controls, owes, located in the Joiner Ranch Public Improvement District and has no outstanding delinquencies for such assessments.

6. All conditions set forth in the Agreement [and the Bond Indenture] for the payment hereby requested have been satisfied.

7. The work with respect to the PID Projects referenced below has been completed, and the City has inspected such PID Projects.

8. Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested are as follows:

a. X amount to Person or Account Y for Z goods or services.

b. Payment / Wire Instructions

Attached hereto are invoices, cancelled checks, detailed receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are **"bills paid" affidavits and supporting documentation** in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the PID Projects (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

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

[remainder of page left blank intentionally]

DEVELOPER:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the PID Projects covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and directs [_____, as Trustee for the PID Bonds, to make such payments from the PID Project Fund][payment from the PID Reimbursement Fund] to Developer or to any person designated by Developer.

CITY OF SHERMAN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Exhibit B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for [NAME OF DEVELOPER] ("Developer") and requests payment to Developer (or to the person designated by Developer) from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of Joiner Ranch Public Improvement District (the "District") and costs associated with the issuance of PID Bonds, as follows.

Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____ (the "Indenture") relating to the [_____] (the "PID Bonds").

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

1. The undersigned is a duly authorized officer of Developer, is qualified to execute this Closing Disbursement Request on behalf of Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the PID Project Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Bond Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

6. Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

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

DEVELOPER:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and directs payment to be made from the PID Project Fund upon delivery of the PID Bonds.

CITY OF SHERMAN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Exhibit C

FORM OF REIMBURSEMENT AGREEMENT BALANCE CERTIFICATE

The undersigned are duly authorized officers of each of [NAME OF DEVELOPER] ("Developer") and the City of Sherman, Texas (the "City" and, together with the Developer, the "Parties") and are qualified to execute this certificate pursuant to that certain Reimbursement Agreement, Joiner Ranch Public Improvement District, between the Developer and the City, effective _____, 20[__] (the "Reimbursement Agreement"), in order to keep an accounting of the Reimbursement Agreement Balance (defined therein). Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Reimbursement Agreement.

The Parties acknowledge and agree that as of the date of execution of this certificate the schedule(s) set forth below contain a true and correct record of the accounting of the then current Reimbursement Agreement Balance for each Improvement Area.

[*Form of Schedule for Each Improvement Area*]

Improvement Area #[__] Reimbursement Agreement Balance

Certificate for Payment No.	Date Approved By City	Reimbursement Amount ($)	Interest Rate (%)	Date Interest Accrues From	Payments Made from PID Reimbursement Fund ($)	Payments Made from PID Project Fund ($)	Date of Payment	Current Balance ($)
Totals:								

[*Signature Pages Follows*]

I hereby agree and acknowledge that the above schedule(s) represent a true and correct accounting of the Reimbursement Agreement Balance for the Improvement Area(s) shown above as of the date set forth below.

DEVELOPER:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

I hereby agree and acknowledge that the above schedule(s) represent a true and correct accounting of the Reimbursement Agreement Balance for the Improvement Area(s) shown above as of the date set forth below.

CITY OF SHERMAN, TEXAS

By: _____
Name: _____
Title: _____
Date: _____

Exhibit F

Agreed Form of Three-Party Agreement for Public Improvements

Construction of Public Infrastructure in Public Rights-Of-Way or Easements
(Drainage, Pavement, Sanitary Sewer, Water and/or Other Public Facilities)

CHECKLIST of items required for release of plans and issuance of notice to proceed. (See Item 7.)

Submitted	N/A	
_____	_____	Four (4) originals of the Contract, Bonds, Insurance Certificates and Acknowledgement Form (See instructions below.)
_____	_____	Three (3) to scale half size copies of approved construction plans, sealed by a Professional Engineer.
_____	_____	Plat has been approved by P&Z and City Council.
_____	_____	All necessary off-site easements executed and submitted per instructions.
_____	_____	Copy of SWPPP (booklet) and NOI as sent to TCEQ (or Site Notice) as applicable.
_____	_____	Copy of construction material submittals.
_____	_____	List of proposed subcontractors and emergency contact phone numbers.
_____	_____	Flash drive with construction plans in pdf format (by Engineer).
_____	_____	4.0% Inspection Fee (Paid)

INSTRUCTIONS FOR EXECUTION AND SUBMITTAL OF CONTRACT AND BONDS

1. Owner and Contractor must sign "**Three-Party Agreement**" and provide four (4) originals of documents.
2. Attach **Schedule of Values** (bid item costs) as **Exhibit "A"**. Do not use "lump sum" prices unless approved by City Engineer in writing in advance. Do not include any private facilities or private improvements in the Schedule of Values. The City Engineer or his designee must approve the Schedule of Values prior to submission of the completed Three-Party Agreement.
3. Bonds:
   - Execute **Performance Bond** and **Payment Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed.
   - Execute the **Maintenance Bond** in the amount of One Hundred Percent (100%) of the value of the work (public infrastructure) to be performed for a term of two (2) years from the date of acceptance of the work. (Note that the date of the Maintenance Bond must not be earlier than the date of the Contract.)
4. Provide a **Certificate of Insurance and All Applicable Endorsements,** in accordance with the attached form and sample, showing coverage with liability limits. The minimum limits are as specified below:
   a. Workers' Compensation/Employer's Liability: Providing for payment of benefits as specified by the Workers' Compensation Laws of the State of Texas.
   b. Contractor's Public Liability
      (1) Bodily Injury: $1,000,000 each person
      $1,000,000 each accident
      (2) Property Damage: $1,000,000 each accident
5. Sign **Acknowledgement** related to the payment of inspection fees and testing costs prior to acceptance of public improvements by the City.
6. Submit four (4) sets of documents as above, each with original signatures. The order of each set should be:
   - Contract
   - Exhibit "A" - Schedule of Values
   - Performance Bond, Payment Bond, Maintenance Bond; power of attorney must be submitted for all bonds
   - Certificate of Insurance and Endorsements and Contractor's Certification of Workers' Compensation
   - Acknowledgement Form
7. Beginning Construction: The written release of approved construction plans to the field via the City's Engineering Inspector constitutes **Notice to Proceed (NTP).**
8. If you have any questions, please call 903-892-7208.

City of Sherman
Private Contract No._____

THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS

This THREE-PARTY AGREEMENT FOR PUBLIC IMPROVEMENTS is made and entered into by and between _____ ("OWNER") and _____ ("CONTRACTOR"). OWNER and CONTRACTOR are each referred to herein as a "party" or collectively as the "parties."

1. CONTRACTOR hereby agrees to furnish all labor, materials, tools, and the necessary equipment for the construction and installation ("work") of the following:

_____

_____

_____

See Exhibit "A" – Schedule of Values and scope of work (collectively, "Public Improvements").

2. The construction and installation of the Public Improvements shall be performed according to the plans prepared by _____ (engineering firm), titled _____ (name of project), dated _____, and the current ordinances, standards, specifications, details and other requirements relating to the design and construction of public improvements (collectively, "Sherman Construction Standards") adopted or issued by the City of Sherman ("CITY"), including the City Engineer and his designee (which are on file in the CITY Engineering Department), and the current edition of the Standard Specifications for Public Works Construction published by the North Central Texas Council of Governments. In the event of a conflict between the Sherman Construction Standards and the NCTCOG Standard Specifications, the Sherman Construction Standards and the NCTCOG Standard Specifications shall govern in that order. The parties agree that the Public Improvements construction, installation and the locations thereof shall be inspected and accepted by the City Engineer or his designee.

3. Inasmuch as the Public Improvements are proposed for dedication to the CITY, it is agreed by and between the parties that the CITY has an interest in the proper performance of this Agreement and any other contract relating to or arising out of the work, and that the CITY may bring suit for failure to comply with the terms of this Agreement and/or any such other contract, as a third-party beneficiary thereof. Although the Public Improvements may be accepted by the City Engineer, the CITY may recover damages and seek other remedies against the parties and/or upon the bonds if it is discovered that the Public Improvements were not built or completed in accordance with the terms of this Agreement.

4. It is agreed between the parties that a Performance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Performance Bond shall indemnify the CITY for the completion of the Project in accordance with the terms of this Agreement. The Performance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements.

5. It is agreed between the parties that a Payment Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Payment Bond shall indemnify the CITY against any claims of nonpayment by all persons, firms, corporations and other entities who may furnish materials or perform labor in connection with the work. The Payment Bond shall be approved by the City

Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

6. It is agreed between the parties that a Maintenance Bond in the amount of one hundred percent (100%) of the contract price for work on the Public Improvements shall be furnished by the CONTRACTOR in favor of the CITY and shall be executed by a reputable and solvent surety company authorized to do business in the State of Texas and in the form required by the City Engineer. The Maintenance Bond ensure the repair or remedy of any maintenance issues the CITY may have regarding the Public Improvements after the CITY accepts the same. The Maintenance Bond shall be approved by the City Engineer or his designee prior to CONTRACTOR beginning work on the Public Improvements

7. OWNER hereby agrees to pay CONTRACTOR for the work on the Public Improvements performed hereunder on the following basis:

See Exhibit "A" Schedule of Values for unit prices and total value of work.

8. Each of the parties hereto has been furnished a copy of the plans referenced above. The project plans have been reviewed and accepted by the City Engineer or his designee.

9. EACH OF CONTRACTOR AND OWNER HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH PERFORMANCE UNDER THIS AGREEMENT AND/OR THE PUBLIC IMPROVEMENTS AND/OR THE WORK AND/OR THE GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR OR OWNER IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH

ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. CONTRACTOR shall not start work under this Agreement until CONTRACTOR has obtained, at CONTRACTOR's expense, all of the insurance specified in, and required by, this Section, nor shall CONTRACTOR allow any subcontractor to commence work on its subcontract until similar insurance has been obtained by the subcontractor. CONTRACTOR shall procure and keep in full force and effect the types and amounts of insurance specified herein for and during all aspects and phases of CONTRACTOR's work at no expense to CITY. All policies shall name the CITY, its officers, agents, representatives and employees as additional insureds as to all applicable coverages with the exception of workers compensation insurance and professional liability insurance (if applicable). Such policies shall require the provision of written notice to CITY at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail. General Liability Insurance shall provide for a Waiver of Subrogation against Sherman for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name Sherman as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance. All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of "A-" by A.M. Best's Key Rating Guide, or other equivalent rating service(s). A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work on the Project.

General Liability insurance for personal injury (including death) and property damage	$1 Million per occurrence $2 Million aggregate
Statutory Worker's compensation insurance	as required by state law
Employers Liability insurance	$1 Million bodily injury per accident $1 Million bodily injury by disease-policy limit $1 Million bodily injury by disease-each employee
Hired and Non-Owned Auto Liability insurance covering hired and non-owned autos	$1 Million per occurrence
Umbrella / Excess Liability insurance	$2 Million per occurrence (Projects less than $100,000)
Umbrella Liability insurance only	$2 Million per occurrence (Projects more than $100,000)

11. This Agreement shall bind the parties, their heirs, successors, assigns and representatives for the full and faithful performance of the terms hereof, jointly and severally.

12. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

13. It is understood and agreed that the Public Improvements, all work and all installations of whatever kind made under the terms of this Agreement shall, upon the written acceptance thereof by the City Engineer or his designee, immediately become the property of the CITY, subject only to such reimbursement to the OWNER as provided by the ordinances of the CITY or by separate written agreement.

IN WITNESS WIIEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

Signature of Contractor's Representative	Signature of Owner's Representative
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative
Name of Contractor (company)	Name of Owner (company)
Address	Address
City, State, Zip	City, State, Zip
Area Code - Telephone Number	Area Code - Telephone Number

STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of OWNER, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this ____day of _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the duly authorized representative and agent of CONTRACTOR, and that he/she executed the same for the purposes and consideration therein stated and in the capacity therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____ _____, 2022.

_____
Notary Public, State of Texas
My Commission Expires:_____

RECEIVED AND APPROVED AS TO FORM:

_____
Engineer, City of Sherman

Attachments: Exhibit "A"- Schedule of Values, Performance, Payment, and Maintenance Bonds, Certificate of Insurance/Endorsements, Contractor's Certification of Workers' Compensation, Acknowledgement Form

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars (S_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Sherman (CITY), in the penal sum of _____ and _____/100 Dollars (S_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the CITY, for _____ (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and _____/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct _____ (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

ACKNOWLEDGEMENT

As the person or entity constructing public improvements in public rights-of-way or easements in the City of Sherman ("City"), as set forth in the attached City of Sherman Private Contract, _____(Name of Contractor) and _____(Name of Owner) acknowledge and agree to the following prior to the construction of said improvements:

1. Give at least five (5) work days' notice to the City Engineer of the construction start date.

2. Confirm that the plans to be followed are those which have been approved by the City Engineer, or that any changes thereto are approved in writing by the City Engineer.

3. Provide to the City Engineer Performance, Maintenance, and Payment Bonds for the improvements in the same amounts as if the City were engaging a contractor to do the work. The City shall be a named beneficiary on these bonds.

4. Provide to the City Engineer any soil tests deemed appropriate by the City Engineer.

5. Prior to acceptance of the improvements by the City, pay any fees for any reasonable retesting deemed appropriate by the City Engineer.

6. Provide timely notice to the City Engineer for the purposes of inspecting the work on the improvements, and make the work site available for City inspectors as needed.

7. Pay review, inspection and testing fees in the amount of four percent (4.0%) of the value of the improvements inspected or $_____.

8. Provide the City with a flash drive containing record drawings in pdf format and dwg/dxf format of the public improvements installed.

AGREED AND ACKNOWLEDGED this the_____day of_____, 20_____.

_____	_____
Name of Contractor (company)	Name of Owner (company)
_____	_____
Signature of Contractor's Representative	Signature of Owner's Representative
_____	_____
Print Name/Title of Contractor's Representative	Print Name/Title of Owner's Representative

Exhibit G

Agreed Form of Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

After Recording Return to:
City of Sherman
Office of the City Manager
P. O. Box 1106
Sherman, TX 75091-1106

SPECIAL WARRANTY DEED

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GRAYSON §

As used herein, the following terms shall have the following meanings:

Effective Date: _____, 20___

Grantor: _____

Grantor's Mailing Address: _____
_____

Grantee: CITY OF SHERMAN, TEXAS, a home-rule municipality

Grantee's Mailing Address: P.O. Box 1106
Sherman, TX 75091

Consideration: TEN DOLLARS ($10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

___ ± acres of land, situated in the _____ Survey, Abstract No. _____, City of Sherman, Grayson County, Texas, as more particularly described and depicted in Exhibit 1, attached hereto and incorporated herein for all purposes ("Property").

This conveyance shall include all and singular the rights and appurtenances pertaining to the Property, including any right, title and interest in and to adjacent streets, roads, alleys or rights-of-way; all oil, gas and other minerals; and any improvements, fixtures, and personal property situated on or attached to the Property.

Reservations from and Exceptions to Conveyance and Warranty:

Permitted Encumbrances, if any, listed on Exhibit 2, attached hereto and incorporated herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

When the context requires, singular nouns and pronouns include the plural.

[*Signature pages follow*.]

EXECUTED on the dates of the acknowledgments, but to be EFFECTIVE on the _____ day of _____, 20__.

GRANTOR:

_____,
a _____

By: _____

Printed Name: _____

Its: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

AGREED AND ACCEPTED:

CITY OF SHERMAN, TEXAS

By: _____
Zachary Flores, City Manager

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared ZACHARY FLORES, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative of the CITY OF SHERMAN, TEXAS, a home-rule municipality, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of the City of Sherman, Texas.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of Texas
My Commission Expires:_____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:
Abernathy, Roeder, Boyd & Hullett, P.C.

By: _____
City Attorney

PARTIAL RELEASE OF LIEN

The undersigned, being the holder of the lien against all or a portion of the Property evidenced by:

hereby consents to the execution of the foregoing Deed and hereby releases the Property from the lien or lien(s) described above.

_____,
a _____

By: _____
_____, _____

STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a _____, and that he executed the same for the purposes and consideration therein stated and in the capacity therein stated as the act and deed of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20__.

_____
Notary Public, State of _____
My Commission Expires:_____

Exhibit 1

Legal Descrption of the Property

Joiner Park Dedication
36.745-Acre Legal Description

BEING a 36.745-acre tract of land situated in the WILLIAM MILLIGAN SURVEY, ABSTRACT NUMBER 875, DAVID HARRISON SURVEY, ABSTRACT NUMBER 587, being part of a called 81.676-acre tract of land, described in deed to Joe M. Joiner and Wife Harriet Allan Joiner, recorded in Volume 1118, Page 610 of the Deed Records of Grayson County, Texas (DRGCT) and being more particularly described as follows:

COMMENCING at a point in the south right-of-way line of Highway Number 691, being the most northerly corner of said 81.676-acre tract;

THENCE South 06 degrees 37 minutes 25 seconds East, departing said right-of-way line, with the west line of said 81.676-acre tract, a distance of 405.58 feet to a point for corner, being the POINT OF BEGINNING;

THENCE departing said west line, over and across said 81.676-acre tract the following courses to points for corner:

South 47 degrees 29 minutes 23 seconds East, a distance of 200.97 feet;

South 42 degrees 30 minutes 37 seconds West, a distance of 316.98 feet;

South 28 degrees 43 minutes 29 seconds West, a distance of 53.55 feet;

South 05 degrees 18 minutes 37 seconds West, a distance of 422.47 feet;

South 43 degrees 28 minutes 38 seconds West, a distance of 244.44 feet;

South 10 degrees 05 minutes 49 seconds West, a distance of 647.94 feet;

South 00 degrees 26 minutes 23 seconds West, a distance of 142.06 feet to the beginning of a non-tangent curve to the left;

Southwesterly with said curve, which has a central angle of 270 degrees 00 minutes 00 seconds, a radius of 50.00 feet, a chord that bears South 45 degrees 12 minutes 14 seconds West, with a chord distance of 70.71 feet, and an arc length of 235.62 feet to the end of said curve;

South 89 degrees 47 minutes 46 seconds East, a distance of 78.00 feet;

South 00 degrees 12 minutes 14 seconds West, a distance of 125.00 feet;

North 89 degrees 47 minutes 46 seconds West, a distance of 723.95 feet;

North 00 degrees 23 minutes 44 seconds East, a distance of 374.00 feet;

North 44 degrees 36 minutes 16 seconds West, a distance of 21.21 feet;

North 89 degrees 36 minutes 16 seconds West, a distance of 110.00 feet;

North 00 degrees 23 minutes 44 seconds East, a distance of 283.12 feet to the beginning of a non-tangent curve to the left;

Northeasterly with said curve, which has a central angle of 71 degrees 26 minutes 40 seconds, a radius of 50.00 feet, a chord that bears North 54 degrees 40 minutes 24 seconds East, with a chord distance of 58.39 feet, and an arc length of 62.35 feet to the end of said curve;

South 79 degrees 40 minutes 33 seconds East, a distance of 20.16 feet to the beginning of a tangent curve to the left;

Northeasterly with said curve, which has a central angle of 36 degrees 28 minutes 13 seconds, a radius of 115.00 feet, a chord that bears North 82 degrees 05 minutes 21 seconds East, with a chord distance of 71.97 feet, and an arc length of 73.20 feet to the end of said curve;

North 64 degrees 23 minutes 16 seconds East, a distance of 54.49 feet;

North 25 degrees 36 minutes 44 seconds West, a distance of 211.97 feet to a point in the west line of said 81.676-acre tract;

THENCE with the west line of said 81.676-acre tract the following courses to points for corner:

North 64 degrees 23 minutes 16 seconds East, a distance of 42.52 feet;

North 06 degrees 46 minutes 50 seconds West, a distance of 232.78 feet;

North 37 degrees 54 minutes 22 seconds East, a distance of 270.31 feet;

THENCE departing said west line, over and across said 81.676-acre tract the following courses to points for corner:

North 87 degrees 19 minutes 32 seconds East, a distance of 140.00 feet;

North 23 degrees 53 minutes 27 seconds East, a distance of 89.58 feet;

North 14 degrees 08 minutes 36 seconds East, a distance of 81.67 feet;

North 05 degrees 32 minutes 58 seconds West, a distance of 145.33 feet;

North 10 degrees 48 minutes 48 seconds East, a distance of 64.56 feet;

North 54 degrees 21 minutes 18 seconds East, a distance of 69.74 feet;

North 44 degrees 02 minutes 20 seconds East, a distance of 44.22 feet;

North 47 degrees 26 minutes 10 seconds West, a distance of 42.90 feet;

South 88 degrees 09 minutes 36 seconds West, a distance of 12.58 feet to a point in the west line of said 81.676-acre tract;

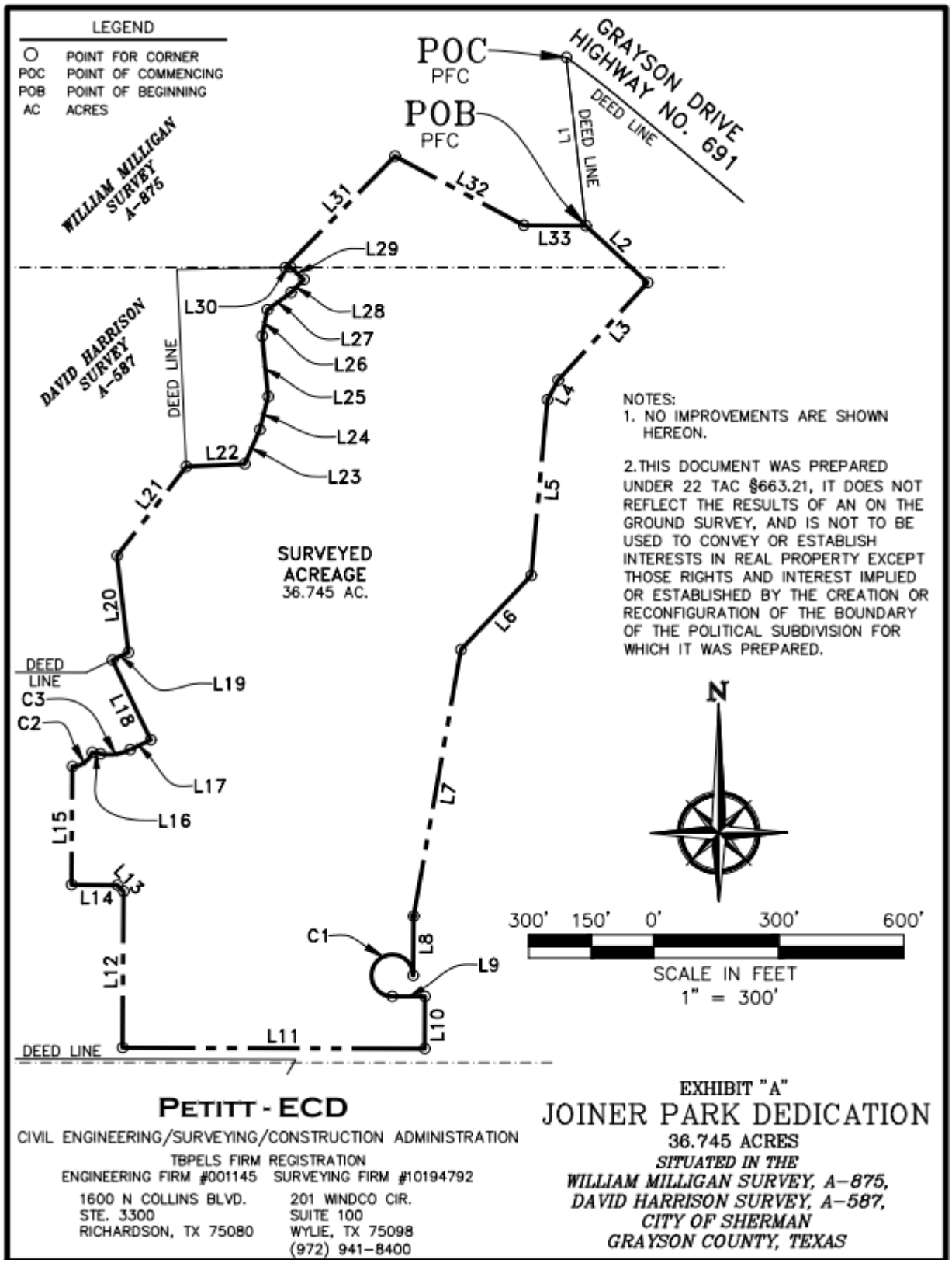
THENCE with the west line of said 81.676-acre tract the following courses to points for corner:

North 44 degrees 39 minutes 45 seconds East, a distance of 374.27 feet;

South 61 degrees 46 minutes 40 seconds East, a distance of 349.96 feet;

South 89 degrees 36 minutes 25 seconds East, a distance of 148.65 feet to the POINT OF BEGINNING, containing 36.745-acres of land, more or less.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, 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.


LEGEND
POINT FOR CORNER
POC POINT OF COMMENCING
POB POINT OF BEGINNING
AC ACRES
POC
PFC
POB
PFC
GRAYSON DRIVE
HIGHWAY NO. 691
DEED LINE
L1
WILLIAM MILLIGAN SURVEY A-875
DAVID HARRISON SURVEY A-587
L31
L32
L33
L2
L3
L4
L5
L6
L7
L8
L9
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L22
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L24
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L26
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L28
L29
L30
C1
C2
C3
SURVEYED ACREAGE
36.745 AC.
NOTES:
1. NO IMPROVEMENTS ARE SHOWN HEREON.
2. THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, IT 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 INTEREST IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
N
300' 150' 0' 300' 600'
SCALE IN FEET
1" = 300'
PETITT - ECD
CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N COLLINS BLVD. STE. 3300 RICHARDSON, TX 75080
201 WINDCO CIR. SUITE 100 WYLIE, TX 75098 (972) 941-8400
EXHIBIT "A"
JOINER PARK DEDICATION
36.745 ACRES
SITUATED IN THE
WILLIAM MILLIGAN SURVEY, A-875,
DAVID HARRISON SURVEY, A-587,
CITY OF SHERMAN
GRAYSON COUNTY, TEXAS

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	S 06°37'25" E	405.58'
L2	S 47°29'23" E	200.97'
L3	S 42°30'37" W	316.98'
L4	S 28°43'29" W	53.55'
L5	S 05°18'37" W	422.47'
L6	S 43°28'38" W	244.44'
L7	S 10°05'49" W	647.94'
L8	S 00°26'23" W	142.06'
L9	S 89°47'46" E	78.00'
L10	S 00°12'14" W	125.00'
L11	N 89°47'46" W	723.95'
L12	N 00°23'44" E	374.00'
L13	N 44°36'16" W	21.21'
L14	N 89°36'16" W	110.00'
L15	N 00°23'44" E	283.12'
L16	S 79°40'33" E	20.16'
L17	N 64°23'16" E	54.49'
L18	N 25°36'44" W	211.97'
L19	N 64°23'16" E	42.52'
L20	N 06°46'50" W	232.78'

LINE TABLE		
NO.	DIRECTION	DISTANCE
L21	N 37°54'22" E	270.31'
L22	N 87°19'32" E	140.00'
L23	N 23°53'27" E	89.58'
L24	N 14°08'36" E	81.67'
L25	N 05°32'58" W	145.33'
L26	N 10°48'48" E	64.56'
L27	N 54°21'18" E	69.74'
L28	N 44°02'20" E	44.22'
L29	N 47°26'10" W	42.90'
L30	N 88°09'36" E	12.58'
L31	N 44°39'45" E	374.27'
L32	S 61°46'40" E	349.96'
L33	S 89°36'25" E	148.65'

CURVE TABLE						
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	CHORD
C1	270°00'00"	50.00'	50.00'	235.62'	S 45°12'14" W	70.71'
C2	71°26'40"	50.00'	35.96'	62.35'	N 54°40'24" E	58.39'
C3	36°28'13"	115.00'	37.89'	73.20'	N 82°05'21" E	71.97'

PETITT - ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION

TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792

1600 N COLLINS BLVD.
STE. 3300
RICHARDSON, TX 75080

201 WINDCO CIR.
SUITE 100
WYLIE, TX 75098
(972) 941-8400

EXHIBIT "A"

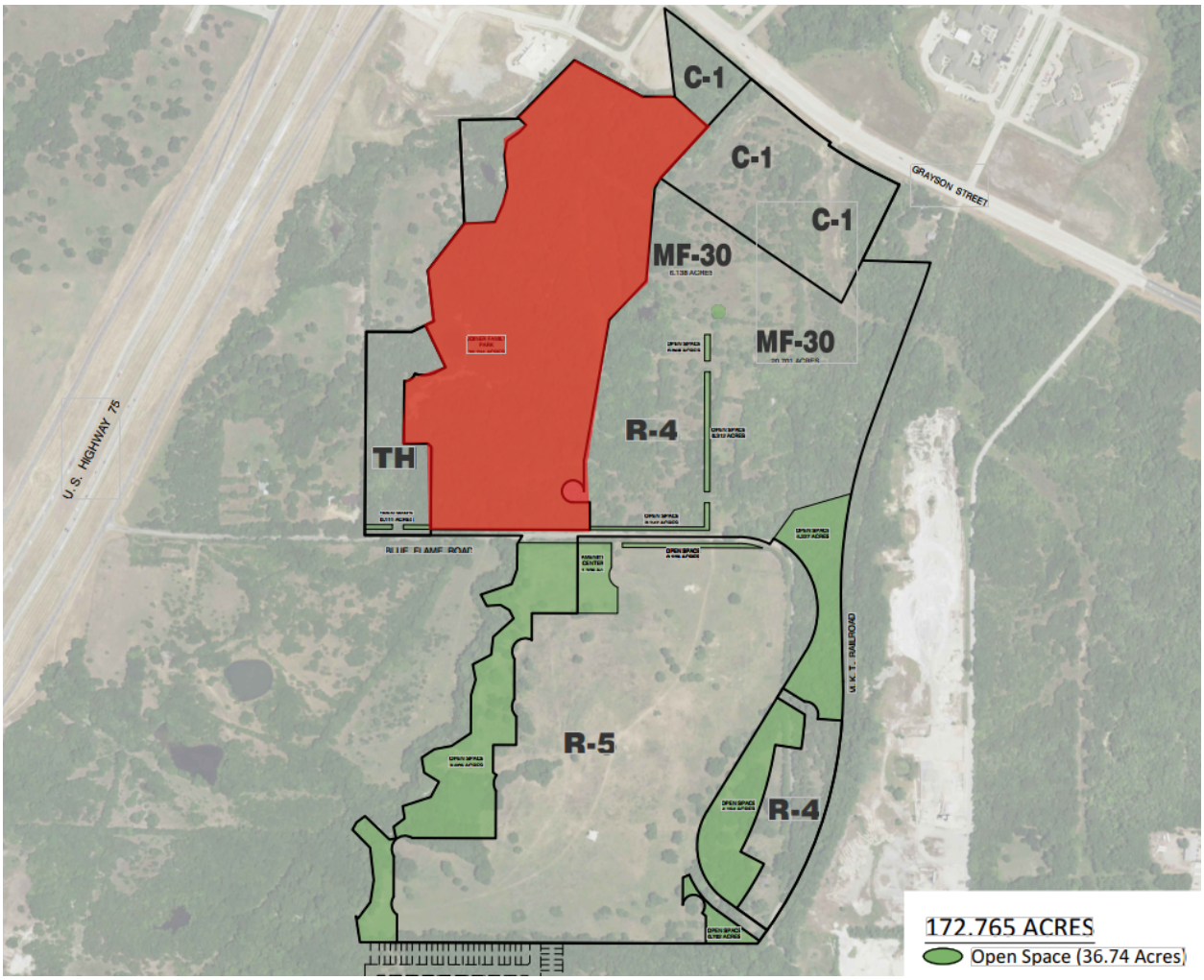
JOINER PARK DEDICATION

36.745 ACRES

SITUATED IN THE
WILLIAM MILLIGAN SURVEY, A-875,
DAVID HARRISON SURVEY, A-587,
CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

Exhibit I

Legal Description of the Parkland Tract



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.3.

Meeting Date: 7/6/2026

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, City Manager

Caption:
RESOLUTION NO. 7655
Authorizing Execution Of An Agreement Between The City Of Sherman, Texas And Hawk Builders For The City Of Sherman Downtown Lighting.

Issue:
To consider an Agreement for the City of Sherman Downtown Lighting between the City of Sherman and Hawk Builders.

Background:
The City of Sherman and Hawk Builders wish to execute an agreement for the City of Sherman Downtown Lighting. Hawk Builders shall provide the services in the agreement and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services. Hawk Builders shall mobilize on-site and commence performance of the Project within ten (10) calendar days of the effective date of this Agreement and shall complete the Services as such: Substantial Completion in One Hundred Sixty (160) calendar days; with final completion at Two Hundred Six (206) calendar days of the Notice to Proceed. This Agreement shall remain in full force and effect until completion of the Project to Sherman's satisfaction.

Capital Improvement Program:

Origination:
Department of Public Works

Financial Consideration:
In exchange for the Services in the Agreement Documents, Sherman agrees to pay Hawk Builders an amount not to exceed Eight Hundred Forty-Four Thousand Six Hundred Dollars and no cents ($844,600.00) for the completion of the Project contemplated by and in accordance with the Agreement. Funding for the Project is through the 2025-2026 CIP budget.

Staff Recommendation:
It is recommended that the Agreement between the City of Sherman, Texas and Hawk Builders for the City of Sherman Downtown Lighting be authorized.

Alternatives:
As may be recommended by the City Council

Attachments:

1. Resolution No 7655
2. Hawk Builders Agreement - partially executed

RESOLUTION NO. 7655

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING AN AGREEMENT BETWEEN HAWK BUILDERS AND THE CITY OF SHERMAN, TEXAS FOR THE CITY OF SHERMAN DOWNTOWN LIGHTING. FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City of Sherman, Texas, and Hawk Builders are authorized to enter into this Construction Agreement for the City of Sherman Downtown Lighting. Hawk Builders shall provide the services in the Agreement and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services. In exchange for the Services in the Agreement, Sherman agrees to pay Hawk Builders an amount not to exceed Eight Hundred Forty-Four Thousand Six Hundred Dollars and no cents ($844,600.00) for the completion of the project. Funds for this project are being committed out of the City of Sherman's fiscal year 2025-2026 CIP budget.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of July 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN, CITY ATTORNEY

CONSTRUCTION AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS AND HAWK BUILDERS, LLC

The **City of SHERMAN, Texas**, a home-rule municipality ("SHERMAN"), and Hawk Builders, an LLC ("Contractor"), enter into this Construction Agreement ("Agreement") for the City of Sherman Downtown Lighting. SHERMAN and Contractor are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, SHERMAN desires to engage Contractor to provide services in connection with the City of Sherman Downtown Lighting, under the terms and conditions of this Agreement ("Project");

WHEREAS, SHERMAN issued a Request for Proposals, attached hereto as Exhibit A and incorporated herein for all purposes ('Bid Request"), seeking competitively sealed bids for the City Of Sherman Downtown Lighting; and

WHEREAS, Contractor timely submitted a sealed response to the Bid Request, attached hereto as Exhibit B and incorporated herein for all purposes ("Submittal"), seeking to provide such services for City; and

WHEREAS, based on Contractor's representations in response to the Bid Request, including those representations set forth in the Submittal, City has selected Contractor to provide the services sought in the Bid Request under the terms and conditions of this Agreement ("Project").

WHEREAS, Contractor has agreed to provide the services for the Project.

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

1. Scope of Services.

Contractor shall provide the services and deliverables that are set forth and described in the Agreement Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Agreement Documents (collectively, "Services"). The parties understand and agree that deviations or modifications to the scope of Services described in the Agreement Documents, in the form of one or more written change orders, may be authorized from time to time by SHERMAN ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the SHERMAN City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the SHERMAN City Council's authorization for the SHERMAN City Manager to execute said Change Order. Contractor agrees that SHERMAN's project managers, superintendents and/or inspectors are not

authorized to issue verbal or written Change Orders.

2. Term.
Contractor shall mobilize on-site and commence performance of the Project (the "Mobilization Date") within ten (10) calendar days of the Effective Date of this Agreement (hereinafter defined) and shall complete the Services as such: Substantial Completion in One Hundred Sixty (160) calendar days; with final completion at Two Hundred Six (206) calendar days of the Notice to Proceed. All obligations relating to time set forth herein are material and are of the essence of this Agreement. This Agreement shall remain in full force and effect until completion of the Project to SHERMAN's satisfaction. The obligations listed hereunder shall be fulfilled upon the completion of the Project to SHERMAN's satisfaction.

3. Compensation.
In exchange for the Services as described in the Agreement Documents, SHERMAN agrees to pay the Contractor in an amount not to exceed Eight Hundred Forty-Four Thousand Six Hundred Dollars and no cents ($844,600.00) for the completion of the Project contemplated by and in accordance with the Agreement Documents as follows:

On a monthly basis, Contractor shall submit a written invoice to SHERMAN for all Services completed in the immediately preceding month. The applicable portion of Contractor's Fee as reflected in each such invoice shall be due and payable by SHERMAN within thirty (30) days after SHERMAN finally accepts the Services described in each such invoice in accordance with the Agreement Documents and SHERMAN's ordinances, rules, regulations and requirements, as they exist, may be amended or in the future arising, except that SHERMAN is entitled to retain an amount equal to five percent (5%) of the Contractor's Fee, which shall be due and payable within thirty (30) days after Contractor completes the Project and SHERMAN finally accepts the same. Notwithstanding anything to the contrary herein, SHERMAN shall not be required to pay any invoice submitted by Contractor if Contractor is in breach of this Agreement.

Contractor and SHERMAN acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of SHERMAN, which fiscal year ends on September 30th of each year, shall be subject to SHERMAN City Council approval. In the event that the SHERMAN City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that SHERMAN shall be obligated to pay monies owed Contractor for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that Contractor is not in breach of this Agreement.

4. Agreement Documents.
The "Agreement Documents," as that term is used herein, shall mean and include the

following documents, and this Agreement expressly incorporates the same herein by reference for all purposes:

a. This Agreement;

b. The Bid Request, attached hereto as Exhibit A;

c. The Submittal, attached hereto as Exhibit B;

d. City of SHERMAN'S insurance requirements, attached hereto as Exhibit C;

e. City of SHERMAN's Standard Construction Details (which is on file in with the City Engineering Department);

f. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the City of SHERMAN's Special Provisions to said Standard Specification, as amended (which is on file in the City Engineering Department);

This Agreement shall incorporate the terms of the Agreement Documents in their entirety. To the extent that Exhibit A and Exhibit B conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit A and Exhibit B, shall prevail in that order.

5. Liquidated Damages.
Contractor acknowledges and agrees that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, SHERMAN will sustain actual damages because of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the parties agree that if Contractor fails to timely perform or complete any of the Services required under the terms of the Agreement Documents, then Contractor shall pay SHERMAN the sum of two hundred fifty and 00/100 dollars ($250.00) for each calendar day in which the Services are not completed, not as a penalty but as liquidated damages for the damages that would be suffered by SHERMAN as a result of delay for each and every calendar day that the Contractor shall have failed to have completed the Services as required herein.

6. Payment, Performance and Maintenance Bonds.
Prior to commencing work under this Agreement, Contractor shall furnish to SHERMAN a payment bond and a performance bond, each of which shall be in an amount equal to one hundred percent (100%) of the total cost of the Project to ensure SHERMAN is indemnified: (i) against any claims for nonpayment of any part of the construction or work performed in connection with the Project; and (ii) for the completion of the Project in accordance with this Agreement. Prior to SHERMAN's final acceptance of the Project, Contractor shall furnish to SHERMAN a two (2) year maintenance bond in an amount

equal to one hundred percent (100%) of the total cost of the Project to ensure the repair or remedy of any maintenance issues SHERMAN may have regarding the Project after SHERMAN finally accepts the same.

The bonds required by SHERMAN pursuant to this Section 5 must be: (i) good and sufficient bonds; (ii) in the amounts prescribed herein; and (iii) with a reputable and solvent corporate surety in favor of SHERMAN.

7. Entire Agreement.

The Agreement Documents contain all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. The Agreement Documents supersede all oral or written previous and contemporaneous agreements, writings, understandings, representations, or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to the Agreement Documents shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.

8. Required Insurance.

Contractor shall not start work under this Agreement until Contractor has obtained, at Contractor's expense, all the insurance specified in, and required by, the Agreement Documents. Contractor shall procure and keep in full force and effect the types and amounts of insurance specified in SHERMAN's Insurance Requirements, attached hereto as Exhibit C and incorporated herein for all purposes, for and during all aspects and phases of Contractor's work throughout the term of this Agreement at no expense to SHERMAN. Contractor also shall comply with all other requirements set forth in Exhibit C.

9. No Prohibited Interest; Vendor Disclosure.

Contractor acknowledges and agrees that it is aware of, and will abide by, the no prohibited interest requirement of the SHERMAN City Charter. Contractor executed and delivered to SHERMAN the Affidavit of Ownership, included within Exhibit B and incorporated herein for all purposes, no later than the Effective Date of this Agreement (hereinafter defined). Contractor acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. Contractor further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended. In this connection, Contractor executed and delivered to SHERMAN the Conflict of Interest Questionnaire, Form CIQ, included within Exhibit B and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

10. Indemnity.

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS SHERMAN AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "SHERMAN" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF SHERMAN (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST SHERMAN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, SHERMAN SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY SHERMAN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SHERMAN IN WRITING. SHERMAN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, SHERMAN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY SHERMAN IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND SHERMAN OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY SHERMAN PURSUANT TO THIS

AGREEMENT. CONTRACTOR SHALL RETAIN SHERMAN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF SHERMAN'S WRITTEN NOTICE THAT SHERMAN IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, SHERMAN SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY SHERMAN.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

11. Liability.

To the fullest extent permitted by law, Contractor shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of Contractor under this Agreement, and for any and all damage to Contractor's equipment and other property. SHERMAN assumes no such responsibility or liability. SHERMAN shall have no such responsibility or liability to either Contractor or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

12. Compliance with Laws; Standard of Care.

Contractor shall comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work. Contractor shall ensure that its officers, agents, representatives, employees, subcontractors, licensees, invitees and other parties performing services for or on behalf of Contractor under this Agreement comply with all applicable laws, statutes, ordinances, regulations and policies. If Contractor observes or is notified that the work under this Agreement is at variance with applicable laws, statutes, ordinances, regulations and policies, Contractor shall immediately notify SHERMAN in writing. Contractor shall perform the Services in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.

13. Termination.

SHERMAN is entitled to terminate this Agreement at any time for any reason or for no reason by giving Contractor at least thirty (30) days' prior written notice of the termination date.

SHERMAN is entitled to terminate this Agreement immediately on breach of any term or provision of the Agreement Documents by Contractor. If at any time during the term of this Agreement, Contractor shall fail to commence the work in accordance with the provisions of the Agreement Documents or fail to diligently perform the Services in an efficient, timely and careful manner and in strict accordance with the provisions of the Agreement Documents, then SHERMAN shall have the right to terminate this Agreement

and complete the work in any manner it deems desirable, including engaging the services of other parties, if Contractor does not cure any such default after five (5) days written notice thereof. Any such act by SHERMAN shall not be deemed a waiver of any other right or remedy of SHERMAN.

If after exercising any remedy provided herein, the cost to SHERMAN of the performance of the balance of the work on the Project is in excess of that part of the Contractor's Fee which has not yet been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse SHERMAN for such excess, without waiver of any other right or remedy of SHERMAN.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, or ordinance, or otherwise.

14. Authority to Execute.
Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

15. Assignment.
Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of SHERMAN. Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Contractor of its full obligations to SHERMAN as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Contractor, and there shall be no third party billing.

16. No Waiver of Immunity.
The parties acknowledge and agree that, in executing and performing this Agreement, SHERMAN has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

17. Savings/Severability.
In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful

provision had never been included in this Agreement.

18. Consideration.
This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Attorneys' Fees.
If either party files any action or brings any proceeding against the other arising from this Agreement, then as between SHERMAN and Contractor, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

20. Governing Law; Venue.
The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

21. Binding Effect.
This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Agreement.

22. No Waiver.
Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

23. Headings.
The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

24. Indemnity.
The parties agree that the indemnity provision set forth in Section 10 herein is conspicuous and the parties have read and understood the same.

25. Notice.
Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by

delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Contractor, to: Hawk Builders, LLC
Att: Seton Hawkins
P.O. Box 158
Gunter, TX 75058
Telephone: 903-335-1919
Email: shawkins@hawkbuildersdev.com

If to SHERMAN, to: City of SHERMAN
Attn: Dr. Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7201
Facsimile: (903) 892-7355
Email: robbyh@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn.: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

26. Representations.
Each party states that they have carefully read this Agreement, know the contents hereof, have consulted with an attorney of their choice regarding the meaning and effect hereof and is signing the same solely of their own judgment.

27. Independent Contractor.
Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of SHERMAN; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between SHERMAN and Contractor, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between SHERMAN and Contractor.

28. Incorporation of Recitals.
The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of SHERMAN and the authorized representative of Contractor.

29. Reference to Contractor.
When referring to "Contractor" herein, this Agreement shall refer to and be binding upon Contractor, and its officers, directors, partners, employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Contractor is legally responsible.

30. Reference to SHERMAN.
When referring to "SHERMAN" herein, this Agreement shall refer to and be binding upon SHERMAN, its Council Members, officers, agents, representatives, employees and/or any other authorized third parties for whom SHERMAN is legally responsible.

31. Certifications Required by Texas Law.
In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Contractor hereby certifies that Contractor does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms in this Section have the meanings ascribed to them in the referenced statutes if defined therein.

32. Debarment/Suspension.
SHERMAN is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. SHERMAN, Contractor and Contractor's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Contractor shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project within Exhibit B.

33. Restrictions on Lobbying.
SHERMAN and Contractor are prohibited from using funds awarded under the Agreement for lobbying purposes. Contractor shall include a statement of compliance with this

provision in applicable procurement solicitations and third-party agreements for work on the Project.

34. Miscellaneous Drafting Provisions.
This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

35. Multiple Counterparts.
This Agreement may be executed in a 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.

[*Signature page follows.*]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

CITY OF SHERMAN, TEXAS,
a home-rule municipality

By: _____
Dr. Zachary Flores, City Manager
Date: _____

ATTEST:

_____
Teri Fine, City Clerk

APPROVED AS TO FORM:

_____
Abernathy, Roeder, Boyd & Hullett, PC
Ryan D. Pittman, City Attorneys

_____
_____
a _____

By: _____
Printed Name: Seton Hawkins
Title: President
Date: 6/23/26
(Vendor Signature)

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, the undersigned authority, on this day personally appeared Seton Hawkins, known to me to be one of the persons whose names are subscribed to the foregoing instrument; that he acknowledged to me he is the President and duly authorized representative for Hawk Builders LLC and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23 day of June, 2026

ASHLEE HAWKINS
Notary Public, State of Texas
Comm. Expires 03-30-2027
Notary ID 134280883

Ashlee Hawkins
Notary Public in and for the State of Texas
My Commission Expires: 3-30-2027

EXHIBIT A

SPECIFICATIONS AND CONTRACT DOCUMENTS FOR

CITY OF DOWNTOWN SHERMAN LIGHTING
100 W. HOUSTON ST

For the

CITY OF SHERMAN, TEXAS

CSP 2026-12

May 2026

220 W Mulberry St.
P.O. Box 1106
Sherman TX, 75091
(903) 892-7208

ISSUED FOR BIDDING
AND CONSTRUCTION

CITY OFFICIALS OF THE CITY OF SHERMAN, TEXAS

MAYOR.....Shawn Teamann
DEPUTY MAYOR..... Henry Marroquin
COUNCIL MEMBERS .....Josh Stevenson
.....Pamela Howeth
..... Daron Holland
.....Justin Dobbs
.....Clay Barnett, P.E., CFM
CITY MANAGER.....Dr. Zachary Flores
DIRECTOR OF ENGINEERING .....Wayne Lee, P.E., CFM
CITY CLERK.....Teri Fine

220 W Mulberry St.
P.O. Box 1106
Sherman TX, 75091
(903) 892-7208

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Special Provisions **58**

ADVERTISEMENT FOR BIDS

The City of Sherman, Texas, is accepting sealed bids for the City of Sherman Downtown Lighting – 100 W. Houston Street in the City of Sherman, Texas, hereinafter called "City" or "Owner," in accordance with specifications and Contract Documents prepared by the City of Sherman. Sealed bids must be received at Purchasing Department located at 220 W Mulberry Street, Sherman, Texas 75090, no later than **2:00 p.m. on Tuesday, June 2, 2026**. Bids received on or before this deadline will be opened and read aloud. Any bids received after the deadline will be rejected as non-responsive.

This project consists of all work associated with the unit price bid for rehabilitation/addition of 100 W. Houston Street Lighting, including demolition of the existing sidewalk; light pole and power rehabilitation/demolition; removal and preservation of existing parking signs within demolished areas; and should the Owner decide to award the Additive Alternate, demolition of affected pole bases. Project shall include all necessary labor, materials, and testing in accordance with the plans and specifications.

Each respondent shall identify its bid on the outside of the sealed envelope by writing the words:

Enclosed Bid
City of Sherman Downtown Lighting –100 W. Houston Street
For the
CITY OF SHERMAN, TEXAS
CSP 2026-12
May 2026

Bids shall be accompanied by a cashier's check or certified check from a national or state bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to the City, or an original bid bond in the same amount from a surety company licensed by the State of Texas to act as a Surety and listed on the current U.S. Treasury Listing of Approved Sureties, or a Binder of Insurance executed by a surety company licensed by the State of Texas to act as a surety or its authorized agent as a guarantee that the respondent will enter into a contract and execute a Performance Bond within ten (10) days after notice of award of contract to respondent.

Plans, specifications and Contract Documents will be available at **www.CivCastUSA.com**. Bidders must register on this website in order to view and/or download specifications and plans for this project. There is NO charge to view or download documents. Respondents shall give contact information whether physical plans or digital plans are requested.

The City reserves the right to reject any and all bids and responses and to waive any informality in bids and responses received, as deemed to be in the best interest of the City.

The Respondent must supply all the information required herein. The City is not responsible for bids or responses labeled incorrectly or misdirected. By responding to this request, the respondent agrees to perform in accordance with the terms and conditions set forth herein and any resulting contract in the event that the respondent is selected for contract award.

The successful respondent shall furnish to the City upon notice of award a performance bond and a labor and material payment bond in conformance with statutory requirements. The successful

respondent shall furnish to the City once the project is complete a one (1) year maintenance bond in the amount of one hundred percent (100%) of the total contract price. All bonds shall be submitted by a surety company specifically approved in writing from the City holding a permit from the State of Texas to act as a surety, or other sureties acceptable to the City. Said bonds should be issued by a company carrying a current Best Rating of "A" or better.

For information on bidding or to secure bid documents, please email Carla Hommel at carlah@cityofsherman.com. All questions must be submitted in writing to Carla Hommel.

A Pre-Bid Conference will be held on Tuesday, May 19, 2026, at 10:00 a.m. CST, virtually through Teams Meeting. Meeting information listed below. This conference is for informational purposes only. Answers furnished will not be official until verified in writing by the City. Answers that change or substantially clarify the Advertisement for Bids will be affirmed in writing. Attendance at the pre-submittal conference is strongly recommended, as it may be the only opportunity to review the scope of work with the City. Failure to attend will not be cause for lack of knowledge of the project. Virtual attendance is acceptable by Teams Meeting

Bids received by the deadline will be publicly opened and respondent names will be read aloud at City Hall, 220 West Mulberry Street, Sherman, Texas 75090, five minutes after the specified time for delivery. No bids shall be accepted after the date and time specified.

Advertisement Dates May 7, 2026, and May 14, 2026

CITY OF SHERMAN, TEXAS

Pre-Bid Meeting Information

May 19, 2026, 10 am CST

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/294087981627002?p=jjajHXRGQgTKz7JSHB
Meeting ID: 294 087 981 627 002
Passcode: xN9m62jr

If you choose to attend in person:
220 West Mulberry Street
Sherman, TX 75090
Administration Conference Room-City Hall

TEXAS GOVERNMENT CODE § 2269 SUBCHAPTER D.

SELECTING CONTRACTOR FOR CONSTRUCTION SERVICES THROUGH COMPETITIVE SEALED PROPOSALS

Sec. 2269.151. CONTRACTS FOR FACILITIES: COMPETITIVE SEALED PROPOSALS. (a) In this chapter, "competitive sealed proposals" is a procurement method by which a governmental entity requests proposals, ranks the offerors, negotiates as prescribed, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

(b) In selecting a contractor through competitive sealed proposals, a governmental entity shall follow the procedures provided by this subchapter.

Sec. 2269.152. USE OF ARCHITECT OR ENGINEER. The governmental entity shall select or designate an architect or engineer to prepare construction documents for the project. The selected or designated engineer or architect has full responsibility for complying with Chapter 1001 or 1051, Occupations Code, as applicable. If the engineer or architect is not a full-time employee of the governmental entity, the governmental entity shall select the engineer or architect on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code.

Sec. 2269.153. PREPARATION OF REQUEST. The governmental entity shall prepare a request for competitive sealed proposals that include construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request. The governmental entity shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

Sec. 2269.154. EVALUATION OF OFFERORS. (a) The governmental entity shall receive, publicly open, and read aloud the names of the offerors and any monetary proposals made by the offerors. (b) Not later than the 45th day after the date on which the proposals are opened, the governmental entity shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Sec. 2269.155. SELECTION OF OFFEROR. (a) The governmental entity shall select the offeror that submits the proposal that offers the best value for the governmental entity based on: (1) the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and (2) its ranking evaluation. (b) The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. (c) If the governmental entity is unable to negotiate a satisfactory contract with the selected offeror, the governmental entity shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected. In determining best value for the governmental entity, the governmental entity is not restricted to considering price alone but may consider any other factor stated in the selection criteria.

INSTRUCTIONS TO RESPONDENTS

These instructions apply to all bids and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by respondent when submitting its proposal.

A. PROJECT: City of Sherman Downtown Lighting – 100 W. Houston Street

B. PROJECT DESCRIPTION: This project consists of all work associated with the unit price bid for rehabilitation/addition of 100 W. Houston Street Lighting ,including demolition of the existing sidewalk; light pole and power rehabilitation/demolition; removal and preservation of existing parking signs within demolished areas; and, should the Owner decide to award the Additive Alternate, demolition of affected pole bases. Project shall include all necessary labor, materials, and testing in accordance with the plans and specifications. City will take into account the pre-procurement of materials prior to the issuance of the notice to proceed due to lead times. Project shall be completed per phasing determined by city.

C. BID PROPOSALS: Bids must be in accordance with these instructions in order to be deemed responsive.

D. CONTRACT DOCUMENTS: The "Contract Documents," which comprise the entire agreement between CITY and CONTRACTOR concerning the Work. The individual components are as identified in Section 8 of the Contract Agreement in this document.

E. EXAMINATION OF DOCUMENTS AND SITE: Respondents shall carefully examine the Contract Documents and the construction site to obtain first-hand knowledge of the scope and the conditions of the Work. Each Contractor, Subcontractor and Sub-subcontractor, by submitting a proposal to perform any portion of the Work, represents and warrants that it has examined the Drawings, Specifications and the site of the Work, and from its own investigation has satisfied itself as to the scope, accessibility, nature and location of the Work; the character of the equipment and other facilities needed for the performance of the Work; the character and extent of other work to be performed; the local conditions; labor availability, practices and jurisdictions and other circumstances that may affect the performance of the Work. No additional compensation will be allowed by the City for the failure of such Contractor, Subcontractor or Sub-subcontractor to inform itself as to conditions affecting the Work. City has obtained rights of entry and/or easements for the condition of linear projects or otherwise owns the property for which the work will be on. This does not relieve the prospective bidders the common courtesy of asking permission to enter either before attempting to enter said sites.

F. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the meaning of any part of the Drawings, Specifications or other proposed Contract Documents, the person may submit to the City, not later than seven (7) calendar days prior to the date set for opening bids, a written request for an interpretation or clarification. Respondents should act promptly and allow sufficient time for a reply to reach them before preparing their bids. Any interpretation or clarification not already contained in the Contract Documents will be in the form of an Addendum duly issued. No alleged verbal interpretation or ruling will be held binding upon the City.

G. SUBSTITUTIONS: Conditions governing the submission of substitutions for specific materials, products, equipment and processes are in the Special Provisions. Requests for substitutions must be received by the City seven (7) calendar days prior to the established bid date.

H. ADDENDA: Interpretations, clarifications, additions, deletions and modifications to the Contract Documents during the bidding period will be issued in the form of Addenda and a copy of such Addenda will be published prior to the bid opening. Addenda will be a part of the Contract Documents, and receipt of them shall be acknowledged in the Bid Form. All such interpretations and supplemental instructions will be in the form of published digital addenda to the Contract Documents which, if issued, will be sent to all prospective respondents via internet advertising medium not later than three (3) calendar days prior to the date fixed for the opening of the bids. If any respondent fails to acknowledge the receipt of such addenda on the outside of the bid and on the space provided in the bid form, his bid will nevertheless be construed as though the receipt of such addenda has been acknowledged.

I. COMPLETION TIME: The completion time of the project will be set through the bidding technique used in the Proposal Form. A more detailed explanation of the bidding technique is given in Section Q of these Instructions in these Contract Documents.

J. PREPARATION OF BIDS: Prices quoted shall include all items of cost, expense, taxes, fees and charges incurred by, or arising out of, the performance of the work to be performed under the Contract. Bids shall be submitted in duplicate and shall be signed in ink. Any bid on other than the required form will be considered informal and may be rejected. Erasures or other changes in a bid must be explained or noted over the initials of the respondent. Bids containing any conditions, omissions, unexplained erasures and alterations, or irregularities of any kind may be rejected as informal. The prices should be expressed in words and figures, or they may be deemed informal and may be rejected. In case of discrepancy between the prices written in the bid and those given in the figures, the price in writing will be considered as the bid. In the case of a discrepancy between a unit price and its extension, the unit price will govern. Failure to submit all requested information will make a bid irregular and subject to rejection. Bids shall be signed with name typed or printed below signature, and, if a partnership, give full name of all partners. Where respondent is a corporation, bids must be signed with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

NOTE: A computer-generated proposal form may be used in lieu of the enclosed forms. The form shall be 8 ½" x 11" in size and will be attached to the proposal in the proper section, and will be made part of the Contract Documents.

NOTE: Spreadsheet option is for the convenience of the Respondent, no wording in the spreadsheet shall modify or amend the wording in the Contract Documents or Plans.

The unit price on the form shall be the price of the item, and errors that may be present in the printout will not be recognized as an opportunity to revise the proposal. The summary sheet included in this bid document shall be utilized for summarizing the bid.

The spread sheet shall present each item in the order and number as shown in the City's proposal and bid schedule for this project. The spread sheet shall be in a column format with the following columns:

1. ITEM NUMBER
2. DESCRIPTION
3. QUANTITY
4. UNIT OF MEASURE
5. UNIT PRICE

6. TOTAL PRICE

K. SUBMITTAL OF BIDS: Sealed proposals will be received at the time, date and place stated in the Advertisement for Bids. Proposals shall be made on unaltered Proposal Forms furnished by the City. Submit proposal in an opaque, sealed envelope addressed to the City and plainly mark on the outside of the envelope the project name, and the name and address of the respondent and acknowledgement of ALL addenda issued. The envelopes shall be marked with the following project names:

Enclosed BID
City of Sherman Downtown Lighting – 100 W. Houston Street
For the
CITY OF SHERMAN, TEXAS
CSP 2026-12
March 2026

Submit Bids by mail or in person prior to the time for receiving bids set forth in the Advertisement for Bids issued by the City.

L. MODIFICATION AND WITHDRAWAL OF BIDS: Prior to the time set for bid opening, bids may be withdrawn or modified. Bids may be modified only on the official bid form and must be signed by a person legally empowered to bind the respondent. No respondent shall modify, withdraw or cancel its bid or any part thereof for sixty (60) calendar days after the time set for the receipt of bids.

M. DISQUALIFICATION: The City reserves the right to disqualify proposals, before or after the opening, upon evidence of collusion with intent to defraud or other illegal practices relating to this proposal upon the part of the respondent.

N. SUBMISSION OF POST-BID INFORMATION: Upon notification of acceptance of bids, the selected respondent shall, within ten (10) business days, submit items noted in the Table of Contents under Closing Contract Documents.

O. DISADVANTAGED BUSINESS ENTERPRISE GOALS: The City of Sherman has no DBE requirement for this project.

P. AMERICAN IRON AND STEEL: Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of 33 U.S.C §1388 for Clean Water State Revolving Fund projects or Public Law 114-113, Consolidated Appropriations Act, 2016, or subsequent appropriations acts, for Drinking Water State Revolving Fund projects. The Contractor must complete the statement of understanding regarding this requirement, found in Supplemental Contract Condition.

Q. AWARD: The City of Sherman reserves the right to reject any or all proposals, reject any particular item on proposal, and to waive immaterial formalities and to accept the offer most advantageous to the City of Sherman in its sole discretion.

The proposer may be required before the award of any contract to show to the complete satisfaction of the City of Sherman that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City about the proposer's qualifications. The City may

make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City of Sherman all information for this purpose that may be requested. The proposer's proposal may be deemed not to meet specifications, or the proposal may be rejected if the evidence submitted by, or investigation of, the proposer fails to satisfy the City of Sherman that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include but not be limited to:

(a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.
(b) The ability of the proposer to perform the work or provide the service promptly or within the time specified, without delay or interference.
(c) The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
(d) The quality of performance of previous contracts or services.
(e) The safety record of the Contractor and proposed Sub-Contractors
(f) The experience and qualifications of key project personnel
(g) Past experience with the Owner

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with City of Sherman specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past five (5) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform work on this project in compliance with City of Sherman specifications herein.

The City uses the Competitive Sealed Proposals procurement method as authorized by the Texas Legislature and further defined by Texas Government Code Section 2269. The Maximum Point value is equal to 100 points. The weight factor is 60 points for Price, 15 points for Contractor Qualifications, 10 points for Safety Record Questionnaire, and 15 points for Construction Time. The selection criteria used to evaluate each proposal shall include the following:

60 POINTS - PRICE: The quality of Offerors is not judged solely by a low initial cost proposal or, conversely, eliminated solely because of a high initial cost proposal. The following is the formula used when determining price as a factor for construction contract proposals. The lowest proposal price of all the proposals becomes the standard by which all price proposals are evaluated. One at a time, each proposal is evaluated by taking the lowest proposal price and dividing it by the price of the proposal being evaluated. That fraction is then multiplied by the maximum point value of the price factor for the price score. For Example: (Lowest Price/Current Proposal Price) x Maximum Point Value = Price Score.

15 POINTS - CONTRACTOR QUALIFICATIONS: When evaluating a contractor's qualifications, the City uses the "Contractor's Statement of Qualifications" attached within and past experience with the contractor. The City may also interview the job superintendent at a time to be named after receipt of proposals. This criterion is subjectively evaluated, and the formula is as follows: (Points = Score) with a maximum of twenty points allowable. Each evaluator assigns points based upon the responses the contractor provides in the "Contractor's Statement of Qualifications" And any past experience with the contractor. The "Contractor's Statement of Qualifications" is a minimum, and you may provide additional pertinent information relevant to the project for which you are submitting this proposal.

10 POINTS - SAFETY RECORD QUESTIONNAIRE: This criterion is also more subjectively evaluated, and the formula is as follows: (Points = Score) with a maximum of ten points allowable. Each evaluator assigns points based upon the responses you provide in the "Contractor's Statement of Qualifications" and the Contractors Experience Modification Ratio (EMR). Contractors with an EMR greater than 1.0, as well as those Contractors not submitting EMRs, will receive zero points for this portion of the selection criteria. The City may consider any incidence involving worker safety or safety of Sherman residents, be it related to or caused by environmental, mechanical, operational, supervision or any other cause or factor under the contractor's control. Evaluators base their rating primarily upon how well you document previous offenses with the date of the offense, location where the offense occurred, type of offense, final disposition of the offense, and any penalty assessed as well as the EMR.

15 POINTS - CONSTRUCTION TIME: This criterion is, as with price, objective and evaluators use the following formula when determining construction time as a factor for construction contract proposals. The lowest construction time proposal of all the proposals becomes the standard by which all the construction time proposals are evaluated. One at a time, each proposal is evaluated by taking the lowest construction time and dividing it by the construction time of the proposal being evaluated. That fraction is then multiplied by the maximum point value of the construction time factor for the construction time score. For example: (Lowest construction time/Current Proposal construction time) x Maximum Point Value = Construction Time Score)

EVALUATION PROCESS: Evaluators independently review and score each proposal. The Committee meets, during which time the Committee Chairperson totals the individual scores. If the individual scores are similar, the Chairperson averages the scores then ranks offerors accordingly. If the scores are significantly diverse, the Chairperson initiates and moderates discussion to determine the reasons for the differences and ensures that all evaluators are fully knowledgeable of all aspects of the proposals. Scores may then be adjusted by the committee based on committee discussion. Please note that offerors with higher qualifications scores could be ranked higher than offerors with slightly better price scores.

Proposals shall be made using the enclosed Proposal Submittal Form.

In case of tie proposals, preference will be given to local bidders. Consistent and continued tie proposals may be cause for rejection of bids by the City of Sherman and/or investigation by the Attorney General to determine possible Anti-Trust violations.

Any contract made, or purchase order issued, as a result of this Request for Proposal, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Offeror agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

The opinion of probable construction cost (OPCC) for the Base Bid of this project is approximately $500,000.

R. EXECUTION OF THE CONTRACT: The successful respondent will be required to enter into a contract with the City within ten (10) days of notice by the City that his bid has been awarded. Failure to enter into a contract within the established time limit shall be considered grounds for forfeiture of the bid bond.

S. CONSTRUCTION SCHEDULE: It is the City's desire to have the project completed and operational in as short a time as possible. The number of calendar days for completion of the project will begin with the date specified in the Notice to Proceed. The Notice to Proceed will be issued in a manner to facilitate a smooth construction of the project. The Contractor shall begin construction within ten (10) calendar days of the issuance of the Notice to Proceed.

T. FORM OF CONTRACT: The contract for the construction of the project will be drawn up by the City. A sample form of agreement is included in the Contract Section.

U. BONDS: A Performance Bond, a Labor and Material Payment Bond and a Maintenance Bond will be required by the City. The performance and payment bonds shall name the City of Sherman, and others as directed by the City, as joint obligees. Sample forms have been included in the Performance Bond, Payment Bond and Maintenance Bond sections. (Contractor shall confirm the legal names of obligees prior to execution of Bonds.) Surety must be licensed in the State of Texas.

V. BID SECURITY: Bids shall be accompanied by a cashier's check or certified check from a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City, or an original bid bond in the same amount from a surety company licensed to do business in the State of Texas as a guarantee that the respondent will enter into a contract and execute a Performance Bond and Payment Bond within ten (10) calendar days after notice of award of contract. Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the opening of bids, and the remaining checks or bid bonds will be returned promptly after the City has made an award of contract, or, if no award has been made within thirty (30) calendar days after the date of the opening of bids, upon demand of the respondent at any time thereafter, so long as it has not been notified of the acceptance of the bid.

W. RESOLUTIONS: If the respondent is a corporation, a copy of the resolution empowering the person submitting the bid to bind the respondent must be included with the bid.

X. CONSTRUCTION STAKING: Construction staking and re-staking will not be provided by the City. Benchmarks and Horizontal Control are shown on the plans. There is no separate bid item for staking, therefore, the contractor must include value for staking in the various bid items as subsidiary to the contract. Any staking or re-staking that is required shall be the responsibility of the Contractor and shall be at no cost to the City.

Y. FINAL PAYMENT: Prior to final payment the Contractor shall provide the City with the following items:

1. A Contractor's Affidavit of Bills Paid.

2. A complete set of record plans which indicate all construction variations from the original construction documents in accordance with Item 70 of the Special Provisions.

3. A one (1) year Maintenance Bond.

Z. PREVAILING WAGE RATES: Davis-Bacon Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates of per diem wages as attached in the Special Provisions.

AA. PRIORITY OF CONTRACT DOCUMENTS: In case of conflict between Contract Documents, priority of interpretation shall be in the following order: signed agreement, performance and payment bonds, proposal, special provisions (or conditions), project drawings, and technical specifications.

AB. TAX-EXEMPT STATUS: The City is exempt from federal excise tax and state sales tax. Unless specifications specifically indicate otherwise, the price proposal must be net exclusive of above-mentioned taxes and will be so construed. Therefore, the proposal price shall not include taxes.

AC. SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS: All materials, equipment and/or parts that will become a portion of the completed work including items not specifically stated herein but necessary to render the service(s) complete and operational per the specifications are to be included in the bid. Respondents may be required to furnish evidence that the product or service, as proposed, will meet or exceed these requirements.

AD. RESPONSIVENESS: A responsive bid shall substantially conform to, or exceed, the minimum requirements set forth herein. Bids containing any clause that would limit contracting authority shall be considered non-responsive. Example of bids that would limit contracting authority is one made contingent upon award of other bids currently under consideration.

AE. RESPONSIBLE STANDING OF RESPONDENT: To be considered for award, respondents must at least: have the ability to obtain adequate financial resources; be able to comply with required or proposed delivery/completion schedule; have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive award.

AF. PUBLIC OPENING: Respondents are invited to be present for acknowledgement of bids. Bids duly received will be publicly acknowledged at an official public opening in such a manner so as to avoid disclosure of the contents to competing respondents through the negotiation process. The amount of time necessary for bid evaluation may vary and is determined solely by the City. Following City Council action to award or reject, all bids submitted are available for public review. The reading of a bid at proposal opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

AG. PROTESTS: All protests regarding this procurement process must be submitted in writing to the City within five (5) business days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. This limitation does not include protests relating to staff recommendations as to award. Protests relating to staff recommendations may be directed to the City Manager within five (5) business days of the notice of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

City of Sherman Verifications and Certifications Required By Law
Must be notarized and returned with submission

House Bill 89-Section 2271 Verification Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18), do hereby verify that the company named herein, under provisions of Subtitle F, Title 10, Government Code 2271, as amended:
Does not boycott Israel currently; and will not boycott Israel during the term of the contract with the City of Sherman.

Senate Bill 252-Chapter 2252 Certification
Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or a foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each government entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18), pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named herein is not listed on the website of the Comptroller of the State of Texas concerning the listing companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

Senate Bill 13-Chapter 2274 Verification Pursuant to Section 2274.001, Texas Government Code, as amended:

1. “Boycott Energy Companies” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
    a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
    b) does business with a company described by paragraph (a) above; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18), do hereby verify that the company listed herein, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: does not boycott energy companies currently; and will not boycott energy companies during the term of the contract with the City of Sherman.

Senate Bill 19-Chapter 2274 Verification pursuant to Section 2274.001, Government Code, as amended:

1. “Discriminate against a firearm entity or firearm trade association”
    a) Means, with respect to the entity or association, to
        i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; or
        ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
        iii. terminate an existing business relationship with the entity or association based solely on its status a firearm entity or firearm trade association; and
    b) does not include:
        i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or
        ii. a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply

with federal, state, or local law, policy, or regulations or a directive by regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, major-owned subsidiary, parent company or affiliate of these entities or business associations that exist to make a profit.

I, _____, the undersigned representative of _____ being an adult over the age of eighteen (18), do hereby verify that the company named herein, under provisions of Subtitle F, Title 10, Government Code 2274. As amended: Does not boycott energy companies currently; and will not boycott energy companies during the term of the contract with the City of Sherman.

Senate Bill 2116-Chapter 2274 Verification pursuant to Section 2274.0101, Texas Government Code, as amended:

1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.
2. "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.
3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003

I _____ the undersigned representative of _____, being an adult over eighteen (18) years of age, do hereby verify that the company named herein, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock

Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country “Cybersecurity” means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Return pages 14-17, Verifications and notarized signature with your response

THE STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned notary public on this day personally appeared

_____ on behalf of

_____ (Company), who, being duly sworn, stated under oath that he/she has read the foregoing Verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the _____ day of _____20___

_____

NOTARY PUBLIC IN AND

FOR THE STATE OF _____

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be given to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned and duly authorized agent for the Company named below, certify that neither this Company nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME:_____

FEDERAL TAX ID or SOCIAL SECURITY No._____

Signature of Company Official:_____

Printed name of company official signing above:_____

Date Signed:_____

PLACEHOLDER

Bid Bond

PLACEHOLDER

Bid Bond Power of Attorney

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(To be submitted by the RESPONDENT with the bid package)

To allow the City to determine the lowest responsible RESPONDENT, the following information shall be provided. Attach separate sheets as needed.

1. Name of RESPONDENT

2. Type of organization, i.e., corporation, sole proprietor, partnership, etc.

3. Permanent main office address.

4. When organized.

5. If a corporation, where incorporated.

6. State how many years you have been engaged in the contracting business under your present firm or trade name and give all other names under which your organization has operated in the last 10 years.

7. State the name of all corporate officers, or partners, or the owners, as appropriate.

8. State the company tax identification number, or, if a sole proprietor, the proprietor's social security number.

9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates and current percent of completion). Provide name, address, and telephone number of the project owner and the engineer.

10. General character of work performed by your company.

11. Have you ever failed to complete any work awarded to you?

12. Have you ever defaulted on a contract? If so, where and why?

13. List your important projects, of similar size recently completed by your company, and for whom, stating the approximate cost for each, and the month and year completed. Provide name, address, and telephone number of the project owner and engineer.

14. List of your major equipment available for this contract.

15. Experience in construction work similar in importance to this project.

16. Background and experience of the principal members of your organization, including the officers and the proposed Project Superintendent.

17. Credit available.

18. Give three credit references, one of which must be a financial institution.

19. State the name and address of each of your Workmen's Compensation insurance carriers for the last 5 years.

20. List each claim made against you by your employees or third parties for personal injury, death, or property damage in each of the last 3 years.

21. Provide a current copy of your official Experience Modification Ratio (EMR).

22. List any and all litigation including arbitration, administrative proceedings, and mediation in which you have been a plaintiff or defendant involving any owner, architect or engineer over the past 5 years. This list should be in sufficient detail to explain the positions of the various parties and the ultimate outcome as to the damages awarded (if any). This list shall be considered material as respects the final awarding of any contract connected with the bid. (State "none" or submit information on attached sheet).

23. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of Respondent's Qualifications

Dated at _____, this _____ day of _____ 20_____.

_____
Name of Respondent

By:_____

Title:_____

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that he is
_____, and that the answers to the foregoing questions
(name of contractor)
and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20_____.

_____
Notary Public
My commission expires:_____

Insurance Requirement Affidavit

To Be Completed by Respondent Must be submitted with Bid

I, the undersigned Respondent, certify that the insurance requirements contained in this proposal document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Sherman, I will be able to, within ten (10) business days after being notified of such award by the City of Sherman, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

_____ _____

Respondent (Original Signature) Respondent (Print Name)

RESPONDENT'S BUSINESS NAME:

_____

(Print or Type)

RESPONDENT'S ADDRESS:

_____

_____

NOTE TO RESPONDENT
If the time requirement specified above is not met, the City has the right to reject this bid and award the contract to another respondent. If you have any questions concerning these requirements, please contact the Director of Engineering for the City of Sherman at (903) 892-7327.

BID SUBMITTAL

DATE: _____
BID Number: **CSP 2026-12**
PROJECT NAME: **City of Sherman Downtown Lighting – 100 W. Houston Street**

Bid of_____
(hereinafter called Respondent)

To the Honorable Mayor and City Council City of Sherman, Texas (hereinafter called City).

Ladies and Gentlemen:

The Respondent, in compliance with your Invitation to Bid for the City of Sherman Downtown Lighting – 100 W. Houston Street, having carefully examined the plans, specifications, instructions to respondents, notice to respondents and all other related Contract Documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and Contract Documents, within the time set forth therein and at the price stated below.

The Respondent binds itself on acceptance of its bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
01	Mobilization	1	LS		
02	Traffic Control	90	DAY		
03	SW3P Implementation & Maintenance	1	LS		
04	Demo & Haul Off Existing Asphalt & Concrete Paving	700	SY		
05	Electrical	1	LS		
06	Concrete	700	SY		
07	Sodding of Disturbed Areas	8	PL		
	Contingency	1	LS	$ 50,000.00	
Words					Numbers

Due to volatility in supply, labor, and construction market, the following shall be applicable in the event the CITY or CONTRACTOR needs to increase the Contract, a contingency bid allowance is set forth from the City to use to cover unanticipated costs.

A. The Total Bid Price is supplemented by the Contingency Allowance. If the City uses its right to use all or a part of Contingency Allowance shown in the Bid Submittal, the City will issue a *Contingency Allowance Authorization* that will document the cost to which the 1) allowance is given, 2) Contractor's entitlement to compensation, and 3) consequent reduction of the remaining contingency.
B. Prior to release of final payment and retainage as set forth in these Contract Documents, the final unused portion of remaining contingency, will be duly accounted for.

Of the above Base Bid, _____ is the amount of materials actually incorporated into the project. All other costs are those associated with installation and labor costs.

Respondent hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the City and to substantially complete the Base Bid project in accordance with the days input below, thereafter as stipulated in the specifications and other Contract Documents.

Contractors proposed CONSTRUCTION TIME for completion

TOTAL CALENDAR DAYS:_____(to Substantial Completion)

TOTAL CALENDAR DAYS:_____(to Final Completion)

Respondent hereby further agrees to pay to City as liquidated damages the sum of **($ 500.00)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the Special Provisions of the Contract Documents.

Liquidated Damages shall not apply if the delay or failure to perform is the result of or occasioned by a Force Majeure event. For the purposes of this document, the term "Force Majeure" means any event beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, terrorism, sabotage, threats of sabotage or terrorism, riot, civil commotion or disturbances, insurrection, pandemics, endemics, shortages of materials, equipment, supplies, personnel or labor, government, quasi-governmental or de facto governmental action, inaction or shutdown, transportation disasters, whether by ocean, rail, land, or air, lightning, earthquakes, fires, mudslides, explosions or floods, strikes, slowdowns or work stoppages; provided, however, in no event shall Force Majeure include a party's financial inability to perform, and the party claiming delay or failure of performance as a result of any Force Majeure event must deliver written notice of the commencement of any such delay resulting from a Force Majeure event not later than seven (7) days after the claiming party becomes aware of or should have become aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a Force Majeure event causing such delay, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this provision with respect to such event

Respondent understands and agrees that this bid submittal is completed and submitted in accordance with the "Instructions to Respondents."

The undersigned Respondent hereby declares that its authorized agents have visited the site of the work and have carefully examined the plans, specifications and Contract Documents pertaining to the work covered by this bid, and further agrees to commence work on or before the date specified

in a written notice to proceed, and to substantially complete the work on which it has bid, as provided in the Contract Documents.

All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.

Prices must be shown in words and figures for each item listed in the BID SCHEDULE. In the event of discrepancy, the words shall control.

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the City of Sherman, as set forth in the Special Provisions. Materials include, but are not limited to purchased items; such as water pipe, sanitary sewer pipe, storm drainpipe, etc.

Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the City of Sherman's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.

_____ Respondent's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for_____Dollars ($ _____) or a Bid Bond in the sum of_____Dollars ($_____), which it is agreed shall be collected and retained by the City as liquidated damages in the event the bid is accepted by the City and the undersigned fails to execute the necessary Contract Documents, insurance certificates, and the required bond (if any) with the City within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Pursuant to Texas Local Government Code 252.043(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Respondent understands and agrees that the contract to be executed by Respondent shall be bound and include all Contract Documents made available to it for its inspection in accordance with the Notice to Respondents.

_____
Date:

_____
Authorized Signature

_____
(Printed or Typed Name)

_____
Company

_____
Address

_____, _____
City, County

_____, _____
State Zip Code

Telephone:_____- _____

Fax:_____- _____

FEDERAL TAX ID or SS No.

_____

EMAIL: _____

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No._____Date_____

Addenda No._____Date_____

Addenda No._____Date_____

Addenda No._____Date_____

AN INDIVIDUAL

By: _____ (Seal)
(Individual's Name)

Doing Business as: _____

Business Address: _____

_____

_____

Phone Number: _____

A PARTNERSHIP

By: _____ (Seal)
(Firm Name)

_____
(General Partner)

Doing Business as: _____

Business Address: _____

_____

_____

Phone Number: _____

A CORPORATION

By: _____
(Corporation Name)

_____
(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

_____

_____

Phone Number: _____

A JOINT VENTURE

By: _____
(Full Name)

_____
(Address)

By: _____
(Full Name)

_____
(Address)

(Each Joint Venture must sign. The manner of signing for each Individual, Partnership and Corporation that is a party to the Joint Venture should be in a manner indicated above.)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH _____ BASED ON A COMPETITIVE SEALED PROPOSAL FOR THE CITY OF SHERMAN DOWNTOWN LIGHTING – 100 W. HOUSTON STREET, FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That _____ of _____, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with _____ _____ in the amount of _____ (words) _____ ($ numbers) for the City of Sherman Downtown Lighting – 100 W. Houston Street **;**and that the City Manager be and is hereby authorized and directed, subject to all Contract Documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with _____ _____ for construction of the aforementioned improvements, in accordance with all Contract Documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TX on this the_____ day of_____, 2025.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
TERI FINE, CITY CLERK

BY: _____
SHAWN TEAMANN, MAYOR

APPROVED AS TO FORM:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN D. PITTMAN
CITY ATTORNEY

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AGREEMENT

THIS AGREEMENT is by and between the CITY OF SHERMAN, TEXAS, a home-rule municipality (the "CITY"), and _____, a _____ corporation (the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. **WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

City of Sherman Downtown Lighting –100 W. Houston Street

Article 2. **ENGINEER**

The Project has been designed by the City of Sherman, who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. **CONTRACT TIME**

3.1 The Work must be substantially completed and ready for final payment within the number of calendar days indicated in the Bid Submittal from the date when the Contract Time commences to run, as provided in the General Conditions.

3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by CITY if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that CONTRACTOR shall pay CITY $ 500.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by CITY as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. **CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit an Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER, as provided in the Special Provisions.

CONTRACTOR and CITY acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of CITY, which fiscal year ends on September 30th of each year, shall be subject to Sherman City Council approval. In the event that the Sherman City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that CITY shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than $5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds $5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.

7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The “Contract Documents,” which comprise the entire agreement between CITY and CONTRACTOR concerning the Work, consist of the following:

8.1 This Agreement
8.2 Solicitation for Bids

8.3 Instructions to Respondents
8.4 Certifications Required by Texas Law
8.5 Suspension and Debarment Certification
8.6 Bid Bond and Bid Bond POA
8.7 Statement of Respondent's Qualifications
8.8 Insurance Requirement Affidavit
8.9 Bid Submittal
8.10 Resolution of Award
8.11 Form 1295, Certificate of Interested Parties
8.12 Certificate of Insurance
8.13 Performance Bond and POA
8.14 Payment Bond and POA
8.15 Notice to Proceed
8.16 Closeout Documents
8.17 Special Provisions
8.18 Technical Specifications: Included in the plans
8.19 Drawings, consisting of sheets numbered D1, E1-4, LV1-4 and through F1, inclusive with each sheet bearing the following general title: City of Sherman Downtown Lighting.
8.20 Addenda numbers ____ to ____ , inclusive.
8.21 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by CITY ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the Sherman City Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the City Council's authorization for the City Manager to execute said Change Order. CONTRACTOR agrees that CITY'S project managers are authorized to issue Contingency Allowance Authorization but CITY'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. **INDEMNITY**

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE

CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. CITY assumes no such responsibility or liability. CITY shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

CITY is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

CITY is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then CITY shall have the right to terminate this Agreement. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, or ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.

12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are 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.

12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.

12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.

12.5 The parties acknowledge and agree that, in executing and performing this Agreement, CITY has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect

as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.

12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between CITY and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of CITY; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between CITY and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONTRACTOR.

12.11 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

12.12 This Agreement may be executed in a 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.

12.13 CITY and CONTRACTOR each bind itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to CITY, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

CITY: CITY OF SHERMAN, TEXAS	CONTRACTOR: _____
_____	_____
By: _____	By: _____
Date: _____	Date: _____
	(Corporate Seal)
Attest: _____	Attest: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1481092

Date Filed:
06/23/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Hawk Builders, LLC
Gunter, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Sherman

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Downtown Lighting 2026
Construction Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hawkins, Seton	Gunter, TX United States	X	
Hawkins, Ashlee	Gunter, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Seton Hawkins, and my date of birth is 09/03/1991.

My address is 1650 McConnell Rd, Gunter (city), TX (state), 75058 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Grayson County, State of TX, on the 23 day of June (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

PLACEHOLDER

Certificate of Insurance

PERFORMANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of _____ and _____/100 Dollars ($_____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **City of Sherman Downtown Lighting – 100 W. Houston Street** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall faithfully perform the said contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the PRINCIPAL to be observed and performed, and according to the true intent and meaning of said contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Works as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

SAMPLE

PLACEHOLDER

Performance Bond Power of Attorney

PAYMENT BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____ (Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sherman (OWNER), in the penal sum of ____ _____ and _____/100 Dollars ($ _____) for the payment whereof, the said PRINCIPAL and SURETY bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the PRINCIPAL has entered into a certain written contract with the OWNER, for **City of Sherman Downtown Lighting – 100 W. Houston Street** (Name of Project) which contract is hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said PRINCIPAL shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void; otherwise to remain in full force and effect:

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code for Public Work

s as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein."

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in any way affect its obligation on this bonds, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

SAMPLE

PLACEHOLDER

Payment Bond Power of Attorney

Notice to Proceed

Date of Meeting:_____

Project: _____

Contract: _____ City of Sherman Project No. _____

Contractor: _____ Contact Number: _____

Contractor's Mailing Address: _____

_____

You are officially notified that the Contract Times under the above referenced Contract will commence to begin on _____. On or before that date, you are to start performing your obligations under the previously submitted and agreed Contract Documents. In accordance with said contract, the expected date of Substantial Completion is _____, and the date of readiness for final payment is _____, or the number of days to achieve Substantial Completion is ____, and the number of days to achieve readiness for final payment is ____.

Before any work at the site may be started, the Contractor and City must each deliver to the other, and also provide copies to Engineer and other identified additional insured and loss payees, certificates of insurance which each is required to purchase and maintain in accordance with said Contract Documents.

Also, before any work at the site may begin, you must: _____

_____.

_____	City of Sherman
Contractor (Print)	Owner (Print)
_____	_____
Authorized Signature	Wes Trisler, Director of Operations
_____	_____
Date of Execution	Date of Execution

Change Order

Date of Issuance: _____ No. _____

Project:	Project No.:
Owner:	Date of Contract:
Contractor:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Justification:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$_____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No.

$_____

Contract Price prior to this Change Order:

$_____

[Increase] [Decrease] of this Change Order:

$_____

Contract Price incorporating this Change

$_____

CHANGE IN CONTRACT TIMES:

Original Contract

Substantial completion days: _____
Substantial completion date: _____

[Increase] [Decrease] from previously Change Orders No. _____ to No. _____:

Substantial completion days: _____
Substantial completion date: _____

Contract Times prior to this Change Order:

Substantial completion days: _____
Substantial completion date: _____

[Increase] [Decrease] of this Change Order:

Substantial completion days: _____
Substantial completion date: _____

Contract Times with all approved Change Orders:

Substantial completion days: _____
Substantial completion date: _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

MAINTENANCE BOND

BOND NO._____

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF Grayson §

THAT _____
(Name of Contractor) of _____ (City) _____ County, State of _____, as PRINCIPAL and _____ (Name of Surety) as SURETY, a corporation organized under the laws of the State of _____ as sureties, do hereby expressly acknowledge themselves to be held and bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at Sherman, Grayson County, Texas, the sum of _____ and _____/100 Dollars ($_____) for the payment of which sum will truly be made unto said City of Sherman, and its successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said City of Sherman to build and construct **City of Sherman Downtown Lighting – 100 W. Houston Street** (Name of Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair the work herein contracted to be done and performed for a period of one (1) year from the date of the acceptance of said work, and to do all necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation, defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract. Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said maintenance period of one (1) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this _____day of _____ 20_____.

PRINCIPAL:	SURETY:
_____	_____
Name of Contractor	Name of Surety
_____	_____
Signature	Signature
_____	_____
Printed Name and Title	Printed Name and Title
_____	_____
Address	Address
_____	_____
City, State, Zip	City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:

_____

_____

SAMPLE

PLACEHOLDER

Maintenance Bond Power of Attorney

CLOSEOUT DOCUMENTS

Notes:

If the contractor is an individual, he shall sign the affidavit. If the contractor is a partnership, any partner may sign the affidavit. If the contractor is a corporation, a person authorized by the by-laws or by the Board of Directors shall sign the affidavit. If the Contractor is a joint-venture of individuals, any of the individuals may sign the affidavit. If the Contractor is a joint-venture of partnerships, or of individuals and partnerships, the affidavit may be signed by the individual or any partner of any partnership. If the contractor is a joint-venture in which a corporation is a party, separate affidavits must be executed in the name of the joint-venture: one by each corporation and one by each individual or partnership. Signatures for corporations should be by a duly authorized officer. If signature is by another, a showing of authority to sign must accompany the affidavit.

STATE OF TEXAS §

COUNTY OF GRAYSON §

CONTRACTOR'S RELEASE OF LIENS AFFIDAVIT OF BILLS PAID

BEFORE ME, the undersigned authority, on this day personally appeared _____ ,
(print Affiant's name)
_____ of _____ (herein after referred to as the
(title) (construction company name)
"Company") , who being duly sworn by me states:

1. That he/she is the general contractor, employed for the construction work of _____
(name of project)
_____. (hereinafter referred to as the "Project"), contracted by the CITY OF SHERMAN, and that said construction work was completed on ___/___/___.
(date)

2. That there are no claims, liens, suits or causes of action of whatsoever nature made, asserted or filed by any person, persons, firm or corporation, against either him/her, the Company or the City of Sherman, by reason of any labor, materials, or services furnished under the Project.

3. That all labor employed and all materials used, and all services rendered in said Project has been fully paid for by him/her, **EXCEPT** as disclosed hereunder:
_____
_____
_____

4. That Affiant will pay all outstanding bills and/or claims on the above-mentioned Project, for any labor employed, materials used and/or services rendered, from funds paid by the City of Sherman, in reliance hereof.

5. That in consideration and conditioned upon City's final payment of funds, Affiant hereby waives and/or releases any and all lien rights held by Affiant emanating from performance and completion of the above-mentioned Project.

6. That no patented, registered, or copyrighted machines, materials, methods or processes were used in said Project, nor supplied as a part of the finished work or appurtenant thereto, except with the payment of any or all fees, royalties, or license charges; and that there exist no claims, liens, suits or causes of action of whatsoever nature made, asserted or filed by any person, persons, firm, or corporation by any reason of the use of any patented, registered, copyrighted machines, materials, methods or processes upon said Project.

7. That Affiant hereby offers and represents to FULLY INDEMNIFY the City of Sherman for any loss and/or expense resulting from any false or incorrect information contained herein, which Affiant knows or should have known to be incorrect, and that Affiant, by signature hereof, assumes all responsibility and is hereinafter personally liable for any loss or damage to the City of Sherman, resulting from any false or incorrect information contained herein.

WITNESS MY HAND on this _____ day of _____ , 20___

_____
Affiant's Signature

SWORN TO and SUBSCRIBED before me by _____ on this____ day of _____, 20___
(print Affiant's name)

_____

(SEAL) **Notary Public, Grayson County, Texas**

DAVIS-BACON WAGE RATE DETERMINATIONS

"General Decision Number: TX20260294 01/02/2026

Superseded General Decision Number: TX20250294

State: Texas

Construction Type: Highway

Counties: Collin, Dallas, Delta, Denton, Ellis, Grayson, Hunt, Johnson, Kaufman, Parker, Rockwall, Tarrant and Wise Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SATX2025-007 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator	$ 24.40	0.00
Asphalt Paving Machine Operator	$ 22.52	0.00
Asphalt Raker	$ 19.87	0.00
Broom or Sweeper Operator	$ 18.01	0.00
Concrete Finisher, Paving and Structures	$ 22.48	0.00
Concrete Pavement Finishing Machine Operator	$ 24.07	0.00
Concrete Saw Operator	$ 20.34	0.00
Crane Operator, Hydraulic 80 tons or less	$ 31.32	0.00
Crane Operator, Lattice Boom 80 Tons or Less	$ 29.90	0.00
Crane Operator, Lattice Boom Over 80 Tons	$ 33.55	0.00
Crawler Tractor Operator	$ 24.06	0.00
Electrician	$ 36.10	0.00
Excavator Operator, 50,000 pounds or less	$ 25.08	0.00
Excavator Operator, Over 50,000 pounds	$ 25.34	0.00

Flagger	$ 14.80	0.00
Form Builder/Setter, Structures	$ 22.50	0.00
Form Setter, Paving & Curb	$ 20.89	0.00
Foundation Drill Operator, Crawler Mounted	$ 29.25	0.00
Foundation Drill Operator, Truck Mounted	$ 29.86	0.00
Front End Loader Operator, 3 CY or Less	$ 20.93	0.00
Front End Loader Operator, Over 3 CY	$ 22.56	0.00
Laborer, Common	$ 18.01	0.00
Laborer, Utility	$ 19.32	0.00
Loader/Backhoe Operator	$ 23.22	0.00
Mechanic	$ 27.44	0.00
Milling Machine Operator	$ 20.94	0.00
Motor Grader Operator, Fine Grade	$ 27.09	0.00
Motor Grader Operator, Rough	$ 24.90	0.00
Off Road Hauler	$ 23.70	0.00
Pavement Marking Machine Operator	$ 22.35	0.00
Pipelayer	$ 22.46	0.00
Reclaimer/Pulverizer Operator	$ 22.17	0.00
Reinforcing Steel Worker	$ 23.50	0.00
Roller Operator, Asphalt	$ 20.35	0.00
Roller Operator, Other	$ 18.60	0.00
Scraper Operator	$ 21.54	0.00
Servicer	$ 24.86	0.00
Sign Erector	$ 18.01	0.00
Small Slipform Machine Operator	$ 25.09	0.00
Spreader Box Operator	$ 23.59	0.00
Telecommunication Technician	$ 23.14	0.00

Truck Driver Lowboy Float	$ 25.57	0.00
Truck Driver, Single Axle	$ 20.60	0.00
Truck Driver, Single or Tandem Axle Dump Truck	$ 22.64	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer	$ 23.22	0.00
Truck Driver, Transit-Mix	$ 21.97	0.00
Welder	$ 23.72	0.00
Work Zone Barricade Servicer	$ 18.01	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date

for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via

email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

(Remainder of page intentionally left blank)

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

1. **SCOPE OF WORK:** The work to be performed under the provisions of these Contract Documents shall consist of furnishing all materials, labor, equipment, supplies and appurtenances; providing all construction, plant, equipment and tools; performing all necessary labor and supervision; and the construction complete, including all work and cleanup, appurtenant thereto, the proposed improvements for City of Sherman Downtown Lighting – 100 W. Houston Street

2. **GENERAL:** This work shall conform to the requirements of the specifications and the details as shown on the Drawings. These Contract Documents are intended to be complementary. Requirements of any of the Contract Documents are as binding as if called for by all. In the event of conflict between the Drawings and the Specifications, the Contractor will be deemed to have assumed the more expensive way of doing the work unless, before submitting a bid, the Contractor shall have asked for and obtained (by addendum) a written decision as to which method or material is intended.

   In cases of discrepancies, calculated dimensions shall govern over scaled dimensions; special provisions and special specifications shall govern over both general and standard specifications; and quantities shown on the plans shall govern over those shown in the proposal.

3. **EXAMINATION OF SITE**: The Contractor acknowledges that he has investigated and satisfied itself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, or similar physical conditions at the site, conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor acknowledges that it has inspected the site of the work and is familiar with the soil conditions to be encountered. Any failure by the Contractor to acquaint himself with the available information will not relieve it from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the City and the Engineer.

4. **SPECIFICATIONS**:

   Included with design plans

5. **PERMITS, LICENSES, AND REGULATIONS:** Permits and licenses for the prosecution of the Work shall be secured and paid for by the Contractor. Wherever the work under this Contract requires the obtaining of permits from the City or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor hereunder before the work covered thereby is started. NO WORK WILL BE ALLOWED TO PROCEED BEFORE SUCH PERMITS ARE OBTAINED.

6. **RIGHTS-OF-WAY AND EASEMENTS:** Rights-of-way and permanent easements, dedicated to the City, have been secured for this project and made a part of thereto. When working within the public rights-of-way and easements, the Contractor shall at all times observe and comply with all Federal and State

Laws, and City ordinances and regulations which in any way affect the conduct of the work or its operations, and shall observe and comply with all orders, laws, ordinances and regulations which exist or which may be enacted later by bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof will be considered. The Contractor and its Sureties shall defend, indemnify and save harmless the City, the Engineer and all of their officers, agents, and employees against any and all claims or liability arising from or based on the violation of any such law, ordinance, regulation, or order, whether it be by itself or its employees.

It shall be the responsibility of the Contractor, prior to the initiation of construction on easements through private property, to inform the property owner and the City of intent to begin construction. Before beginning construction in areas of public dedication, the Contractor shall inform the agency having jurisdiction in the area forty-eight (48) hours prior to initiation of the work. All easements shall be cleaned up after use and restored to their original conditions or better.

7. **RESTRICTED WORK HOURS:** Regular working hours shall be within a thirteen (13) hour period between 7:00 a.m. and 8:00 p.m., Monday through Friday, a nine (9) hour period between 8:00 a.m. and 5:00 p.m. on Saturday and a four (4) hour period between 1:00 p.m. and 5:00 p.m. on Sunday. Saturday and Sunday work shall be restricted to those activities that do not require observation by the City. The City reserves the right, at the City's discretion, to disallow work when it interferes with holiday times and traffic.

   No work shall be performed on the following holiday periods or days.
   (1) New Year's Day
   (4) Memorial Day Holiday
   (5) Independence Day Holiday
   (6) Labor Day Holiday
   (7) Thanksgiving Day
   (8) Christmas Eve
   (9) Christmas Day. If Christmas falls on a Saturday, this will be defined as the Friday leading to Christmas. If Christmas falls on a Sunday, this will be defined as the Monday after Christmas.

   Work outside regular working hours requires City's written approval. Make applications twenty-one calendar days prior to such work to allow arrangements to be made by the City for inspecting the work in progress. Give the specific dates, hours, location, type of work to be performed, contract number and project title. Based on the justification provided, the City may approve work outside regular hours. During periods of darkness, the different parts of the Work shall be lit in a manner approved by the City. Lighting shall be as such that it does not cause nuisance conditions.

8. **COMPLIANCE WITH IMMIGRATION LAWS:** Contractor shall take all steps necessary to ensure that all the Contractor's employees are authorized to work in the United States as required by the Immigration Reform and Control Act of 1986.

9. **NON-DISCRIMINATION POLICY:** It is the policy of the City to afford all people an equal opportunity to bid on any contract being let by the City. The City has a policy that prohibits discrimination against any person because of race, color, sex, or national origin, in the award or performance of any contract. The City will require its employees, agents, and contractors to adhere to this policy.

10. **ANTITRUST LAWS:** The Contractor hereby assigns to the City any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States 15 U.S.C.A. Sec. 1, et seq. (1973).

11. **ABANDONMENT:** The City reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the City. In case of total abandonment of the project, the Contract becomes void. The City may abandon portions of the project at any time during the project duration. In case of such partial abandonment, the Contractor shall not be due any payment for lost or unrealized profits on the abandoned portions of the project.

12. **DISCREPANCIES:** If the Contractor, in the course of the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors or omissions in drawings or in the layout as given by survey points and instructions, or if it appears that any Plan, Specification or other Contract Document is or may not be in compliance with any building code or other requirement of any governmental body, he shall immediately inform the City and the Engineer in writing, and the City and the Engineer shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk.

13. **PREVAILING WAGE RATES:** Wage rates paid on this project shall not be less than specified in the schedule of general prevailing rates (Davis-Bacon) of per diem wages as included herein.

14. **INCREASE OR DECREASE IN QUANTITIES:** The quantities shown in the proposal are approximate. Final payment will be based on quantities determined by measurement methods described for each work item.

15. **SUBSIDIARY WORK:** Any and all work specifically governed by documentary requirements for the project, such as conditions imposed by the Plans or these Special Provisions, in which no specific item for bid has been provided for in the Proposal, shall be considered as a subsidiary item of work, the cost of which shall be included in the various bid items in the Proposal. Costs of permits, inspection fees, traffic control, construction staking, surface restoration and cleanup are general items of work which fall in the category of subsidiary work.

16. **BID DISCREPANCIES:** Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17. **BID AWARD:** All bids are evaluated for compliance with specifications before the bid price is considered. Response to specifications is primary in determining the best low bid. Failure to comply with the specifications may result in disqualification of the bid.

18. **TIME AND ORDER OF COMPLETION:** It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conductive to economy of construction; provided, however, that the order and time of prosecution shall be such that the work shall

be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the bid; provided, also, that when the City is having other work done, either by contract or by its own force, the City's may direct the time and manner of constructing work done under this contract so that conflicts will be avoided and the construction of the various works being done for the City shall be harmonized.

The Contractor shall submit, at such times as may reasonably be requested by the City, schedules which shall show the order in which the Contractor intends to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

19. **TIME OF PERFORMANCE:** The Contractor agrees that it has submitted its bid in full recognition of the time required for the completion of this project per the Bid Submittal, and Contractor expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this Contract, except when its work has been delayed by an act or neglect of the City, employees of the City or other contractors employed by the City, or by changes ordered in the work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Any request for extension shall be in writing with the written request for same setting forth all justifications, in detail, for the request, and submitted to City within twenty (20) calendar days of the occurrence of the event causing said delay. A failure by City to affirmatively grant the extension no later than twenty (20) calendar days of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

20. **HINDRANCE AND DELAYS:** In executing the Contract, the Contractor agrees that in undertaking to complete the work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workmen, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the work embraced in this Contract except tests or approvals but does not meet the requirements of the Contract Documents shall be considered defective and shall be corrected at the Contractor's expense.

    Neither observations by the City, nor inspections, tests, or approvals made by City, or their person authorized under the Contract Documents to make such inspection, tests, or approvals shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of the Contract Documents.

21. **COPIES OF PLANS FURNISHED:** Two (2) sets of full-size plans shall be furnished to the Contractor, at no charge, for construction purposes. Additional copies may be obtained at cost per upon request.

22. **PRE-CONSTRUCTION CONFERENCE:** The successful Contractor, Engineer, and City shall meet for a preconstruction conference before any of the work begins on this project. At this time, details of sequencing of the work, contact individuals for each party, testing requirements, submitting requests, and pay requests will be covered. Prior to the meeting, the Contractor shall prepare schedules showing the sequencing and progress of their work and its effect on others. A final composite schedule will be prepared during this conference to allow an orderly sequence of project construction.

23. MOBILIZATION: "Mobilization" shall consist of the mobilization of personnel, equipment and supplies at the project site and preparation for beginning work on other contract items. Mobilization shall include, but is not limited to, the movement of equipment, personnel, materials, supplies, etc. to the project site, the establishment of office and other facilities necessary prior to beginning the work, bonds, insurance and similar preparatory costs.

24. GENERAL SEQUENCE OF CONSTRUCTION: Prior to the start of work, the contractor shall develop a detailed construction and sequence of construction schedule using the critical path method, to be submitted to the City for approval, that shall cause minimum interference with traffic along, across and adjacent to the project during construction. If the schedule or sequence becomes unworkable or unsatisfactory as work proceeds, adjustments shall be made. During all phases of construction access to all existing residences and businesses must be maintained at all times unless otherwise authorized in writing by the City. Erosion control devices must be properly installed and maintained during all stages of construction.

25. PROJECT REPRESENTATIVE: The City, the Engineer, the Contractor(s), and any applicable public utilities shall designate a single individual within their organization to act as liaison for the project. This individual shall be aware of the day-to-day activities on the project, have authority to make decisions binding on the party, and serve as single point for coordination of activities with the other team members.

26. COORDINATION WITH OTHERS: In the event that other Contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other Contractors. The City and/or the Engineer shall mediate any disputes, and the Contractors shall comply with their decisions.

27. INSURANCE: Each insurance policy that the Contractor must furnish in accordance with these Contract Documents shall name the City, its officers, agents, representatives and employees and the Engineer as additional insureds. Contractor shall include in their Contract Document package, a copy of their certificate of insurance showing compliance to the limits established by the City.

1. The Contractor shall agree to furnish and maintain continuously during the period of this Contract, any renewals or extension, insurance coverage meeting all of the following requirements:

    1.1 Commercial General Liability Insurance at minimum combined single limits of $1,000,000 per occurrence and $2,000,000 general aggregate for Bodily Injury and Property Damage, which coverage shall include Products/Completed Operations, and XCU Hazards. Coverage for product/completed operations must be maintained for at least two (2) years after the construction work has been completed. Coverage must be amended to provide for an each-project aggregate limit of insurance. Contractual Liability must be included.

    1.2 Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of $1,000,000 each occurrence-each accident, $1,000,000 by disease-each occurrence, and $1,000,000 by disease aggregate (see attachment on Workers Compensation Commission rules).

    1.3 Commercial Automobile Liability Insurance at minimum combined single limits of $1,000,000

per occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

1.4 Umbrella Liability at minimum limits of $1,000,000 each-occurrence $4,000,000 aggregate with respect to primary commercial general liability, automobile liability and employer's liability policies.

1.5 Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

1.6 A comprehensive general liability insurance form may be used in lieu of a commercial general liability form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit and coverage must include a broad form comprehensive general liability endorsement, products/completed operations, XCU hazards and contractual liability.

2. With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

2.1 The City shall be named as an additional insured with respect to general liability and automobile liability when on jobsite.

2.2 All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

2.3 A waiver of subrogation in favor of the City shall be contained in the workers compensation and all liability policies. A waiver of subrogation in favor of the Engineer shall also be contained on all liability policies. All coverages required hereunder are primary to all other coverage City may possess.

2.4 All insurance policies shall be endorsed to require the insured to immediately notify the City of cancellation, non-renewal, and any material changes in the insurance coverage.

2.5 All insurance policies shall be endorsed to the effect that the City will receive at least thirty (30) day notice prior to cancellation or non-renewal of the insurance.

2.6 All certificates shall be mailed to Engineering Department, PO Box 1106, Sherman, Texas 75091. Attention: Kristi Jenkins.

2.7 All insurance policies, which name the City as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

2.8 Required limits may be satisfied by any combination of primary and umbrella liability insurances.

2.9 Contractor may maintain reasonable and customary deductibles, subject to approval by the City.

3. All insurance shall be purchased from an insurance company who meets the following requirements:

   3.1 Must be issued by a carrier, which is rated "A-" or better by A.M. Best's Key Rating Guide.

   3.2 Licensed and admitted doing business in the State of Texas and is a subscriber to the Texas Guaranty Fund.

4. All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

   4.1 Set forth all endorsements and insurance coverages according to requirements and instruction contained herein.

   4.2 Shall specifically set forth the notice-of-cancellation or termination provisions to the City.

   Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

28. <u>WORKERS' COMPENSATION INSURANCE COVERAGE:</u>

1. Definitions:

   Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission (the "TWCC"), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

   Duration of the Project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

   Persons Providing Services on the Project ("subcontractor" in Section 406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, City-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on property reporting of classification codes and payroll

amounts and filing of any coverage agreement, which meets the statutory requirements of Texas Labor Code, 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

3. The Contractor must provide a certificate of coverage to the City prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City of Sherman, showing that the coverage has been extended.

5. The Contractor shall obtain from each person providing services on the project, and provide to the City of Sherman:

5.1. a certificate of coverage, prior to that person beginning work on the project, so that the City will have on file certificates of coverage showing coverage for all persons providing services on the project; and,

5.2. no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

6. The Contractor shall retain all required certificates of coverage on file for the duration of the project and for one year thereafter.

7. The Contractor shall notify the City in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide Services on a project to:

9.1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Codes 401.011 (44) for all its employees providing services on the project, for the duration of the project;

9.2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

9.3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

9.4. obtain from each person with whom it contracts, and provide to the Contractor;

9.4.1. a certificate of coverage, prior to the other person beginning work on the project; and,

9.4.2. a new certificate of coverage showing extension of the coverage period, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

9.5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

9.6. notify the City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

9.7. contractually require each other person with whom it contracts to perform as required by paragraphs (1) - (7) with the certificate of coverage to be provided to the person for whom they are providing services.

10. By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the City that all employees of the Contractor who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TWCC's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the City to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

The following is the form of notice of workers' compensation coverage prescribed by the TWCC. Pursuant to Section 110.110 (d) (7), this notice must be printed with a title in at least 30-point bold type, and text in at least 19-point nominal type, and shall be in both English and Spanish and any other language common to the worker population.

29. REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee.

"Call the Texas Workers' Compensation Commission (TWCC) at (800)372-7713 to receive further information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

30. **CLEAN AIR ACT AND CLEAN WATER ACT:** Include in all construction contracts exceeding $100,000, the following requirement: "Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under the Clean Air Act, the Clean Water Act, and Environmental Protection Agency regulations."

31. **SHOP DRAWINGS & SUBMITTALS:** The Contractor shall provide, review, approve and submit all shop drawings, product data and samples required by the City of Sherman, the Engineer and the Contract Documents. The Contractor shall submit one electronic copy to the City and Engineer for review by the Engineer, who will review, approve and forward to the City for acceptance. Approved submittals will be returned as follows:
    One (1) – City of Sherman
    One (1) – Contractor
    Maximum size of submittals shall be 11 x 17 inch. No fax copies are acceptable. Shop drawings & submittals shall include all items to be installed in the project, including:

Submittal	Date Submitted	Date Approved
Light Poles		
Lighting Fixtures		
Lighting Equipment		
Speaker Equipment		
Digital Banner Equipment		
Wi-Fi Equipment		
Asphalt Mix design		
Concrete Mix Design		
Traffic Control Plan		
Project Sign		

32. **PROJECT VIDEO:** Prior to the start of construction, Contractor shall video the construction area and property adjacent to construction in the presence of the City Inspector. The format shall be DVD or digital file on USB Drive. The video shall be narrated. The Contractor shall furnish the City a copy of the video in DVD format or digital file on USB Drive prior to commencement of project. This shall be subsidiary to project.

33. **TESTING REQUIREMENTS:** The City shall designate and pay an independent testing laboratory to furnish testing for this project. Random testing will be provided by the independent lab as necessary for compliance with the specifications. The Contractor shall coordinate construction with the testing lab and the City of Sherman and shall provide assistance to the testing labs by providing excavation, access, trench safety, materials for testing and any other work required to ensure all testing requirements are met. Work performed to accommodate testing will be a subsidiary item and no extra payment will be authorized. All costs for the field quality control testing shall be paid for by the City of Sherman, except for any and all re-testing, which shall be paid by the Contractor, and such cost shall be deducted from monthly pay requests.

34. INSPECTION: The City and the Engineer reserve the right to inspect, test, measure or verify the construction work for this project as they deem necessary to ascertain that the Work is being accomplished in accordance with the standards and requirements set forth in the Contract Documents. Notwithstanding such reviews, the Contractor will be held responsible for the finished Work, and any acceptance of the Work by the City or governmental agencies will not relieve the Contractor from responsibility for the Work. The City reserves the right to place full-time construction inspectors at the site of the Work. Costs for inspection services will be paid by the City. The Contractor shall provide assistance to the City and the Engineer by providing excavation, trench safety, or other work necessary to facilitate inspection activities, and shall give sufficient notice well in advance of pending construction activities for scheduling of inspection services.

If the Specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specially tested, the Contractor shall give the City timely notice of its readiness for testing, and if the testing is by an authority other than the City, of the date fixed for such testing. Tests by the City shall be conducted promptly, and where practicable at the source of supply.

35. ACCESS ROUTES, STAGING AREAS AND STORAGE AREAS: All access routes and the location of job site trailers, staging areas, and storage areas shall be subject to the approval of the City and the Engineer. The Contractor shall be responsible for maintaining and repairing all roads and other facilities used during construction. Upon completion of the project all existing roads and other disturbed areas shall be left in a condition equal to that at the time the Contractor commences work on this project.

36. PROPERTY ACCESS: Access to adjacent properties shall be maintained at all times unless otherwise directed by the Engineer and/or City of Sherman. Contractor shall block no more than one half of a block at any time. Contractor shall also maintain sufficient sidewalk access throughout the project limits to the existing sidewalk.

37. PLANT, PROCEDURE, METHODS AND EQUIPMENT: The Contractor shall determine the methods to be employed, the procedures to be followed, and equipment to be used on the work under this Contract, subject to the requirements of these specifications and approval of the Engineer and City of Sherman. Only adequate and safe procedures, methods and equipment shall be used. The Contractor shall so arrange his work and provide such plant and equipment as is necessary in order to meet the progress requirements of the approved time schedule and to complete the work within the period of time as specified in the Construction Agreement. Only such materials and equipment as are necessary for the construction of the work under this Contract shall be placed, stored or allowed to occupy any space at the site of the work.

It is expressly agreed that the acceptance or approval of any order of procedure, methods or equipment submitted or employed by the Contractor shall not in any manner relieve the Contractor of responsibility for the safety, maintenance and repairs of any work, or for the construction maintenance and safety of the work hereunder, or from any liability whatsoever on account of any procedure or method employed by the Contractor. Where the work under this Contract requires permits from the City of Sherman, the State of Texas, or other public authorities, duplicate copies of such permits shall be furnished to the Engineer by the Contractor before the work covered thereby is started. NO WORK WILL BE ALLOWED TO PROCEED BEFORE REQUIRED PERMITS ARE OBTAINED AND DISTRIBUTED

38. **PARKING OF CONSTRUCTION EQUIPMENT:** At night and during all other periods of time when equipment is not being actively used on the construction work, the Contractor shall park the equipment at locations which are approved by the City or the Engineer. The Contractor shall provide adequate barricades, markers and lights to protect the City of Sherman, the Engineer, the public and other work. All barricades, lights, and markers must meet the requirements of the City of Sherman, State and Federal regulations.

39. **ZONING REQUIREMENTS:** During the construction of this project, the Contractor shall comply with the present zoning requirements of the City in the use of vacant property for storage purposes.

40. **HAULING ON CITY STREETS:** The Contractor shall receive approval of his haul routes and type of equipment to be used prior to beginning construction. The Contractor shall be responsible for maintaining the cleanliness of existing paved roadways and shall provide equipment and manpower for that purpose.

41. **EXISTING POWER POLES & GUY WIRES:** The Contractor shall have the responsibility of coordinating with the proper authorities for the bracing, replacing or relocating of all utility poles and guy wires which interfere with the construction of this project prior to beginning his construction operations. The Contractor will also be responsible for all damage to poles, guy wires, etc. that are damaged or destroyed by Contractor's operations.

42. **SAFETY RESTRICTIONS - WORK NEAR HIGH VOLTAGE LINES:** The following procedures shall be followed for work near high voltage lines on this Contract:

    1. A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile driver, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning - Unlawful to Operate This Equipment within Six Feet of High Voltage Lines."

    2. Equipment that may be operated within ten (10) feet of high voltage lines shall have an insulation cage guard protecting the boom or arm, except backhoes or dippers, and insulator links on lift hook connections.

    3. When necessary to work within six (6) feet of high voltage electric lines, notify the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the Contractor. The Contractor shall maintain an accurate log of all such calls to the power company.

    4. The Contractor is required to make arrangements with the power company for the temporary relocation or raising of high voltage lines at the Contractor's sole expense.

    5. No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph 3.

43. **PROTECTION OF EXISTING UTILITIES AND STRUCTURES:** The location and dimensions

shown on the plans relative to existing utilities and subsurface structures are based on the best records and/or field information available and are not guaranteed by the City or the Engineer to be accurate as to location and depth. It shall be the Contractor's responsibility to verify locations of adjacent and conflicting utilities sufficiently in advance of his activities in order that he may negotiate such restrictive locations with the City of the conflicting utility and/or make local adjustments to provide adequate clearances. The Contractor shall take all necessary precautions in order to protect all utilities and services encountered, whether or not they are indicated on the plans. All damage to utilities resulting from Contractor's operations shall be restored at his expense. The City and the Engineer assume no responsibility for failure to show any or all of these utilities or structures on the plans, or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or requires the building of special work, provisions for which are not made in the plans, in which case, provisions in these specifications for extra work shall apply.

44. <u>PUBLIC UTILITIES AND OTHER PROPERTY TO BE CHANGED:</u> In case it is necessary to change or move the property of a public utility, such property shall not be moved or interfered with until authorized by the City or the Engineer. The right is reserved for 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 performance of the Contract. The Contractor shall be responsible for coordination with the City and the Engineer, and all utility companies whose utility lines or streets may be affected by the proposed improvements. The Contractor shall observe the following:

1. Prior to any excavation, the Contractor shall determine the locations of all existing water, gas, sewer, electric, telephone, cable, fiber, pipelines and other underground utilities and structures. Lost, degraded, or stolen location markers shall be re-established as the project continues until its completion.

2. After commencing work, the Contractor shall use every precaution to avoid interference with existing underground and surface utilities and structures and protect them from damage.

3. Where the locations of existing underground and surface utilities and structures are indicated, these locations are generally approximate, and all items which may be encountered during the work are not necessarily indicated. The Contractor shall determine the exact locations of all items indicated, and the existence and locations of all items not indicated.

4. The Contractor shall repair or pay for all damage caused by his operations to all existing utility lines, public property, and private property, whether it is below ground or above ground, and he shall settle in total the cost of all damage suites which may arise as a result of his operations.

5. To avoid unnecessary interferences or delays, the Contractor shall coordinate all utility removals, replacements and construction with the appropriate utility company, and then request written authorization from the City or the Engineer. The City and the Engineer will not be liable for damages due to delay as a result of the above.

45. <u>MAINTENANCE AND REPAIRS:</u> The Contractor shall maintain and keep in good repair all work contemplated under these plans, specifications, and drawings which shall include the maintenance and

repair of all existing streets, storm sewer crossings, utility crossings, temporary crossings for access to adjacent property, barricades, lights, and danger signals, and all work which is necessary for the well-being of the general public. In the event the Contractor fails in his obligations to properly maintain the work, the City shall make such repairs as are necessary and the cost of such repairs shall be deducted from payment due the Contractor.

46. PROTECTION OF WORK: During performance and up to date of final acceptance, the Contractor shall be under absolute obligation to protect the finished work against damage, loss or injury. In the event of damage, loss or injury, the Contractor shall promptly replace or repair such work, whichever the City shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the City of Sherman's approval of or failure to prohibit means and methods of construction used by the Contractor. All risk of loss or damage to the work shall be borne solely by the Contractor until final acceptance of all work by the City of Sherman, as evidenced by the City of Sherman's issuance of a certificate of acceptance.

47. PUBLIC CONVENIENCE AND SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Materials stored about the work site shall be so placed, and the work shall at all times be so conducted, as to cause no greater obstruction to the traveling public than is considered necessary by the City of Sherman. The materials excavated shall be placed so as not to endanger the work or prevent free access to all fire hydrants, water valves, gas valves, manholes (telephone, electrical conduits, and sanitary sewers) and fire alarm or police call boxes in the vicinity.

The City reserves the right to remedy any neglect on the part of the Contractor as regards to the public convenience and safety which may come to the City of Sherman's attention, after a 24 hour notice in writing to the Contractor, save in cases of emergency, when the City shall have the right to remedy any neglect without notice; and, in either case, the cost of such work done by the City shall be deducted from the monies due or to become due the Contractor. The Contractor shall notify the City and the Engineer when any street is to be closed or obstructed. The Contractor shall provide for emergency vehicle access at all times.

Where the work passes over or through private property, the City shall provide such right-of-way. The Contractor shall notify the proper representatives of any public utility, corporation, company or individual, not less than 48 hours in advance of work which might damage or interfere with the operation of their property along or adjacent to the work. The Contractor shall be responsible for all damage or injury to property of any character (except such as may be required by the provisions of the Contract Documents, or caused by agents or employees or the City of Sherman) by reason of any negligent act or omission on the part of the Contractor, his employees, agents or subcontractors, or at any time due to defective work or materials, or due to his failure to reasonably or properly prosecute the work, and said responsibility shall not be released by the fact that the work shall have been completed and accepted.

When and where any such damage or injury is done to public or private property on the part of the Contractor, he shall restore or have restored at his own cost and expense such property to a condition

similar or equal to that existing before such damage was done, by repairing, rebuilding or otherwise restoring as he may be directed, or he shall make good such damage or injury in a manner acceptable to the property City and the Engineer. In case of failure on the part of the Contractor to restore such property or make good such damage or injury, the City may, upon 48 hour written notice under ordinary circumstances, and without notice when a nuisance or hazardous condition results, proceed to repair, rebuild or otherwise restore such property as may be determined necessary, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under this Contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or his surety shall reimburse the City for all such costs.

48. PROTECTION OF PERSONS AND PROPERTY: The Contractor shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise necessary to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the Contractor for the installation or maintenance of any warning devices, barricades, lights, signs, or any other precautionary measures required by law or otherwise necessary for the protection of persons or property.

The Contractor shall assume all responsibilities to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the Contractor shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs, and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as required by law. The Contractor's responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the City of Sherman and shall cease when the City notifies the Contractor in writing of final project acceptance.

If the City discovers that the Contractor has failed to comply with applicable federal or state laws (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the City may order the Contractor to take such additional precautionary measures as required by law to protect persons and property.

In addition, the Contractor shall be held responsible for damages to the work and public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting property; and whenever evidence is found of such damage, the City may order the damage immediately removed and replaced, at the cost and expense of the Contractor.

49. TRAFFIC CONTROL: It shall be the responsibility of the Contractor to provide traffic control during the construction as required by the State of Texas, the City of Sherman, and in accordance with the following additional requirements:

1. The Contractor shall be required to furnish barricades, flares, flagmen, etc., for the protection of the public, employees and the work.

2. The Contractor shall prosecute his work in such a manner as to create a minimum of interruption to traffic along adjacent roadways.

3. The lump sum price bid under the appropriate bid item of the proposal shall cover all cost for providing signage, markings, lighting, barricades, flagmen and other devices and personnel required for traffic control during construction of the project.

4. The Contractor shall not remove any regulatory sign, instructional sign, warning sign, street name sign or any other sign or signal which currently exists.

50. BARRICADES, WARNING SIGNS, DETOURS AND SEQUENCE OF WORK: Throughout the construction operations, streets and intersections will remain open to traffic by constructing the work in stages. All streets, driveways, adjacent business and alleys shall remain open to traffic as far as is practicable.

1. General Construction: The Contractor shall plan his work sequence in a manner that will cause minimum interference with traffic during construction operations. Before beginning work on this project, the Contractor shall submit, for approval by the City of Sherman, a plan of construction operations outlining in detail a sequence of work to be followed; setting out the method of handling traffic on streets, roads and driveways along, across and adjacent to the work. If at any time during the construction, the Contractor's proposed plan of operation for handling traffic does not provide for safe comfortable movement, the Contractor shall immediately change his operations to correct the unsatisfactory conditions.

   Ditches across the traffic lanes will be kept covered with a portable traffic-bearing surface at all times unless work in the ditch is in progress. Only one lane of traffic may be closed at a time when work is in progress in a ditch.

2. Safety: The Contractor shall provide, construct and maintain barricades and signs at locations set out in the plans and in the Special Provisions in accordance with the Texas Manual on "Uniform Traffic Control Devices for Streets and Highways". In addition, the contractor shall provide and maintain such other barricades and signs as deemed necessary by the City or the Engineer, and provide and maintain, between sunset and sunrise, a sufficient number of lights at barricades and points of danger for the protection of vehicular and pedestrian traffic.

   Barricades shall be placed in such a manner as not to interfere with the sight distance of drivers entering the street from side streets.

   The Contractor shall keep traveled surfaces used in his hauling operation clear and free of dirt or other material.

   The Contractor shall provide and maintain qualified flagmen at such points and for such periods of time as may be required to provide for the safety and convenience of public travel and Contractor's personnel.

51. EXCAVATION SAFETY SYSTEMS: The work performed under this section of the specifications consists of providing trench safety systems consisting of shoring, sheeting, trench shield, and/or laid-back

slopes to meet the trench safety requirements of the Occupational Safety and Health Administration (O.S.H.A.), as required for this project and specified herein.

1. General: Trench safety systems shall be provided by the Contractor as provided in Subpart P - Excavation, Trenching and Shoring, Part 1926 of the Code of Federal Regulations which describes safety and health regulations as administered by the U.S. Department of Labor Occupational Safety and Health Administration (O.S.H.A.). The standards specified by the O.S.H.A. Regulations shall be the minimum allowed on this project. It shall be the responsibility of the Contractor to design and install adequate trench safety systems for all trenches excavated on this project.

   The Contractor shall furnish to the City for review, prior to beginning construction activity, a Trench Safety Plan for the entire project. The trench safety plan must be prepared and sealed by a Professional Engineer registered in the State of Texas. In addition, all trench safety systems utilized in this project must be designed by a Professional Engineer registered in the State of Texas. The Contractor shall be totally responsible for the safety of all persons involved in the construction of this project.

2. Core Borings: Any core borings and soil data furnished by the City are for the convenience of the Contractor. The Contractor shall be responsible for any additional soil or geotechnical information required. The Contractor shall be responsible for properly designed trench safety systems to be utilized for any type of subsurface condition found on this project. The furnishing of soil information by the City in no way relieves the Contractor of this obligation. If no core borings or soil data are furnished by the City, it shall be the Contractor's responsibility to obtain whatever geotechnical information required for preparation of trench safety systems.

3. Inspections: In addition to the inspections of the trench and trench safety systems required of the Contractor by the O.S.H.A. Regulations, the City may further inspect the work. The City shall have the right to reject any trench safety systems which he finds to be inadequate, and the Contractor shall immediately improve the system to comply with this specification.

4. Measurement and Payment: Measurement and payment of Trench Safety Systems shall be based on the actual linear footage of the pipe installed on the project. The payment shall be full compensation for all planning, engineering, materials, equipment, fabrications, installation, recovery and all incidental work required. All excavation and backfills in addition to that specified elsewhere in these specifications shall be considered subsidiary to this bid item.

52. TRENCH EXCAVATION, BACKFILL AND COMPACTION: Trench excavation, backfill and compaction of storm drain and utility trenches shall be in accordance with City Standards and with details shown on the Construction Drawings.

1. Trench Excavation: If the stated maximum trench widths are exceeded, either through accident or otherwise, and if the Engineer determines that the design loadings of the pipe will be exceeded, the Contractor will be required to support the pipe with an improved trench bottom. The expense of such remedial measures shall be entirely the Contractor’s own. All trenching operations shall be confined to the width of permanent rights-of-way, permanent easements and any temporary construction easements. All excavation shall be in strict compliance with the Trench Safety Systems Special Condition of this document.

2. Trench Backfill: Trenches shall be backfilled above the top of the embedment material with approved backfill material per City Standards for the appropriate pipe size, pipe material, depth and soil condition.

3. Compaction: All trenches under proposed or existing pavement shall be compacted to within a range of 95% to 100% Standard Proctor Density. Trenches which lie outside limits of pavement shall be compacted to a minimum of 90% Standard Proctor Density (ASTM D-698).

53. TRENCH WALLS: The Contractor shall use shoring or a drag box in those areas where it is required to protect existing improvements. This shall be subsidiary to the linear foot cost of the pipe and not a separate pay item.

54. PROPERTY LINES AND MONUMENTS: The Contractor shall protect all property corner markers, 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 expense of the Contractor.

55. CONSTRUCTION STAKING: Construction staking will not be provided by the City or Engineer. This item will be performed by the Contractor and shall be subsidiary to other bid items. The Contractor will also be responsible for maintaining stakes. If re- staking is required for any reason, it will be the Contractor's responsibility, including associated costs.

Construction staking should be done under the supervision of a Registered Professional Land Surveyor registered in the State of Texas. The Contractor shall submit copies of cut sheets and field books for the construction of all paving, water, wastewater, and storm water improvements to the City for review prior to construction of the improvements. The information on the cut sheets and field books shall include but not be limited to the following:

1. Heading to include date, contract number, project name, surveying firm, contractor, and construction plan sheet number.

2. Location, description of street/line and street/line name, number, letter, etc. designation.

3. Benchmark Data: Location, description, and elevation.

4. Slope or percent of grade of each curb line or utility line.

5. Stations at 50-foot intervals and including all PC, PT, PI, PVC, PVI, PVT, PRC, grade changes, etc.

6. Offset description including distance to center line or back of curb and direction of offset; left, right, east, west, etc.

7. Cut to subgrade, pavement, top of curb, or flow line of the street or utility being staked.

8. Clarifying remarks such as top of curb, gutter, pavement, subgrade, manhole, cleanout, valve, tee, cross, fire hydrant, wastewater lateral, water service, etc.

9. All property corners and benchmarks damaged shall be re-established by a licensed surveyor in the State of Texas. Disturbed corers shall be reset at the end of the project by a licensed surveyor in the State of Texas.

56. VENDOR'S CERTIFICATION: All materials used in construction shall have a vendor's certified test report. Test reports shall be delivered to the Engineer before permission will be granted for use of the material. All vendor's test reports shall be subject to review by the Engineer and shall be subject to verification by testing of samples of materials as received for use on the project. In the event additional tests are required, they shall be performed by an approved independent testing laboratory and shall be paid for by the Contractor.

57. WATER FOR CONSTRUCTION: The Contractor shall acquire a meter and make the necessary arrangements with the City for securing and transporting all water required for construction, including water required for mixing of concrete, sprinkling, testing or flushing. There will be no separate pay item for connection into the existing water system and quantity of water required for construction purposes. The City will furnish water for initial cleaning and sterilization of water lines. All additional water used by the Contractor for compaction or any other purpose incidental to this project may be obtained from existing hydrants along adjacent roadways. Note that the Contractor will be responsible for supplying chlorine gas or chlorinated lime (HTH) for water line sterilization.

58. SPOIL MATERIAL: Suitable spoil material (if any) may be disposed of on this site at locations directed by the Engineer. Topsoil shall be stripped and stockpiled from locations where excess material is to be placed. The Contractor shall scarify the spoil area to a depth of 6 inches and shall place the spoil material in 6-inch lifts, compacted to ninety-five percent (95%) of the maximum density as determined by ASTM D-698 Standard Proctor Test Method at or slightly above optimum moisture content. Rock shall be broken or crushed so that the maximum dimension is 12". No rock larger than 4" will be allowed in the upper 12" of fill. After completion of filling, replace topsoil and smooth grade. Tree stumps and limbs, concrete debris, discarded materials and all unsuitable excess spoil material, including rock measuring larger than 12" in the largest dimension, shall become the property of the contractor and shall be removed from the site and disposed of by the Contractor at his expense. The Contractor shall also comply with all applicable laws governing spillage of debris while transporting to a disposal site, and shall defend, indemnify and save harmless the City and the Engineer from all suits, actions, or claims of any character resulting from his arrangements for the disposal of spoil.

59. DURING CONSTRUCTION: During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove same from any portion of the site if, in the opinion of the City or the Engineer, such material, debris or rubbish constitutes a nuisance or is objectionable. In case of failure on the part of the Contractor to maintain a clean site, the City may, upon 24 hour written notice, clean the site, and the cost thereof shall be deducted from any monies due or to become due to the Contractor under its contract; or where sufficient contract funds are unavailable for this purpose, the Contractor or his surety shall reimburse the City for all such costs.

60. CONSTRUCTION TRAFFIC OVER PIPELINES: The design of the new pipes and the design of the existing pipe have been taken into account and provided for highway live loads. It is apparent, however, that certain construction vehicles could exceed this highway load condition under shallow bury conditions.

It will be the responsibility of the Contractor to protect both the new line and the existing lines from these possibly excessive loads. The Contractor shall not at any time cross the existing or new pipe with a truck delivering new pipe to the site. Any damage to the existing or new pipe will be repaired or replaced by the Contractor to the satisfaction of the City of Sherman.

In locations where it is not permissible to cross the existing or proposed pipes without additional protection, the Contractor may elect to provide additional protection of the pipes so that more frequent crossings of the pipes are allowed. It still is, however, the responsibility of the Contractor to repair any damage to the existing or proposed lines if the damage results from any phase of his construction operation.

61. CONTRACTOR'S CONTINUING OBLIGATION: Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the City of Sherman, nor the issuance of a certificate of Substantial Completion, nor any payment by City to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by City of Sherman, nor any act of acceptance by City nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the City pursuant to final payment nor any correction of defective Work by City will constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

62. WAIVER OF CLAIMS: The making and acceptance of final payment will constitute:

1. A waiver of all claims by City against Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection or failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by City of any rights in respect of Contractor's continuing obligations under the Contract Documents.

2. A waiver of all claims by Contractor against City other than those previously made in writing and still unsettled.

63. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK: All work which has been rejected or condemned shall be repaired; or if it cannot be repaired satisfactorily, it shall be removed and replaced at the Contractor's expense. Defective materials shall be immediately removed from the work site. Work done without line and grade having been provided; work done beyond the line or not in conformity with the grades shown on the Drawings or as provided, work done without proper inspection; or any extra or unclassified work done without written authority and prior agreement in writing as to prices, shall be at the Contractor's risk and will be considered unauthorized, and at the option of the City may not be measured and paid for and may be ordered removed at the Contractor's expense. Upon failure of the Contractor to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the City of Sherman, the City will, after giving written notice to the Contractor, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the Contractor.

64. DISPOSITION AND DISPOSAL OF MATERIALS: All materials to be removed from the site including refuse and other debris shall become the property of the Contractor and shall be disposed of

outside the limits of the project. Contractor shall also comply with all applicable laws governing the spillage of debris while transporting them to a disposal site.

65. **CLEAN-UP FOR FINAL ACCEPTANCE:** The Contractor shall make a final cleanup of all parts of the work before acceptance by the City of Sherman. This cleanup shall include removal of all objectionable rock and other construction materials, and in general preparing the site of the work in an orderly manner and appearance.

66. **BID ALTERNATIVE:** This project contains no alternatives.

67. **CLAIMS FOR DAMAGES OR INJURY:** If any person files a claim against the City or Contractor for personal injury or property damage resulting from, arising out of, or caused by, the operations of the Contractor, or any work within the limits of the project, the Contractor must either submit to the City, a duly executed full release within thirty (30) days from the date of written claim, and immediately report the claim to his liability insurance carrier for their action in adjusting the claim. If the Contractor fails to comply with this provision within the stipulated time limit, it will be automatically deemed that the Contractor has appointed the City as its irrevocably Attorney-In-Fact authorizing the City to report the claim directly with the liability insurance carrier. This provision is in and of itself a Power-of-Attorney from the Contractor to the City which authorizes the City to take said action on behalf of the Contractor without the necessity of the execution of any other document. If the Contractor fails to comply with the provisions of this item the City, at its own discretion, may terminate this Contract or take any other actions it deems appropriate. Any payment or portion thereof due the Contractor, whether it is a final payment, progress payment, payment out of retainage or refund payment may be withheld by the City. Bankruptcy, insolvency or denial of liability by the insurance carrier shall not exonerate the Contractor from liability.

    As a result of the additional work created to City due to un-responded claims for damages by Contractor to third parties, Contractor shall incur penalties for failure to abide by this Special Provision.

    Contractor shall respond to the claimant in writing regarding the status of the claim, including whether Contractor disputes the claim, wishes to settle, or will notify its liability insurance carrier regarding the claim. Contractor will be assessed as a penalty by the City of $75.00 per claim, for its failure to respond to the claimant as described above within thirty days of its written notice of claim by the City.

    To ensure Contractor compliance, the City shall be notified, by copied correspondence of responses or settlement by Contractor.

68. **MECHANICS AND MATERIALMEN'S LIEN:** The Contractor shall be required to execute a release of mechanics and materialmen's liens upon receipt of payment.

69. **CONTRACTOR'S AFFIDAVIT OF BILLS PAID:** The Contractor shall be required to execute the form provided in Closeout section prior to the acceptance of the project.

70. **PROJECT RECORD DOCUMENTS:** The Contractor shall maintain record drawings and legibly annotate shop drawings to record changes made after review. A red felt-tip marking pen shall be used for all recording.

1. Maintenance of Documents. The Contractor shall maintain at the job site one record copy of the Contract Drawings, Specifications, Shop Drawings, Change Orders, other modification to the Contract, field test records and other documents submitted by Contractor in compliance with specification requirements. These documents shall be maintained at the job site apart from documents used for construction. These documents are not to be used for construction purposes. The documents shall be maintained in clean, legible condition. The documents shall be made available at all times for inspection by the City.

2. Recording. Each document shall be labeled Project Record Copy in 2-inch-high printed letters. The record documents shall be kept current. No work shall be covered until required information has been recorded.

3. Contract Drawings. The appropriate drawing shall be legibly marked to record, where applicable:

3.1 Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

3.2 Field changes of dimension and detail made during construction process.

3.3 Changes made by Change Order or Supplemental Agreement.

3.4 Details not on original Contract Drawings.

3.5 Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.

3.6 Changes made by Change Order or Supplemental Agreement.

3.7 Other matters not originally specified.

4. Shop Drawing. The Contractor shall maintain the Shop Drawings as record drawings and legibly annotate shop drawings to record changes made after review.

5. Submittal. At the completion of the project, the Contractor shall deliver record drawings to the City. The transmittal letter shall be accompanied, in duplicate, with:

4.3 Date, project title and number.

4.4 Contractor's name and address.

4.5 Title and number of each record document.

4.6 Certification that each document as submitted is complete and accurate.

4.7 Signature of Contractor or his authorized representative.

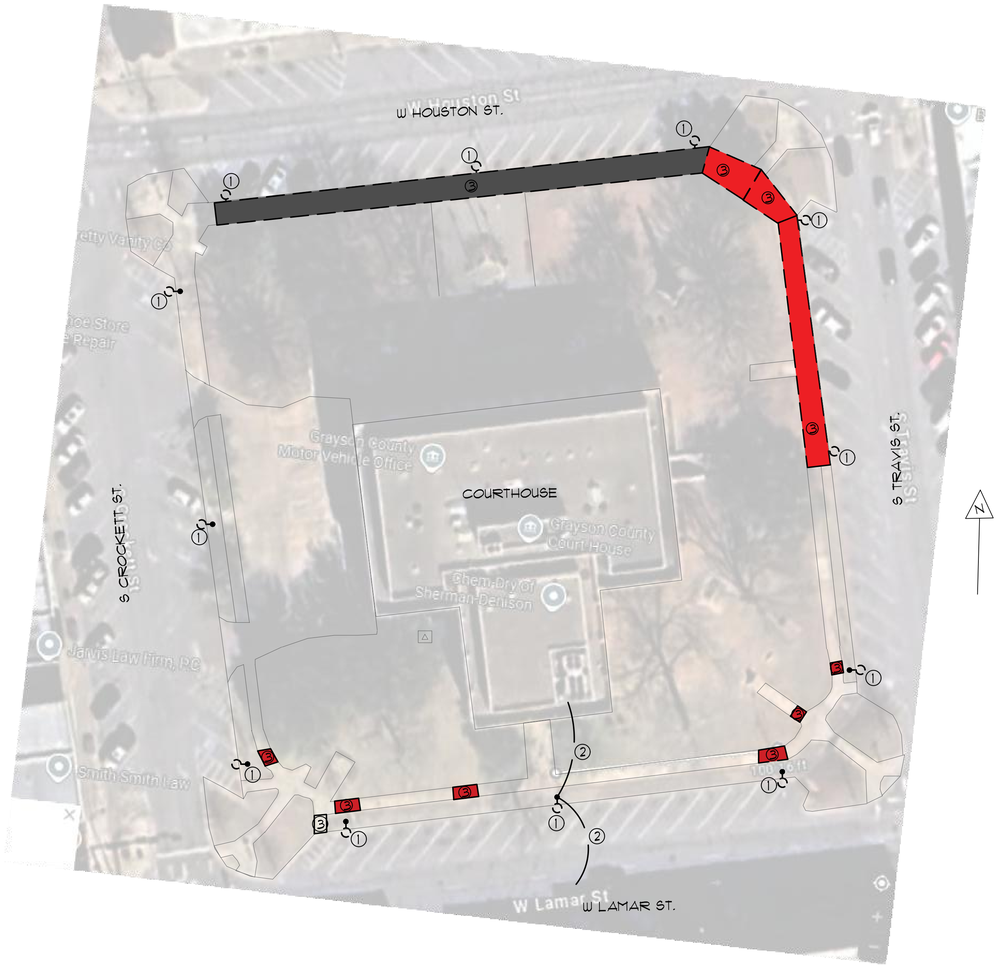
71. CITY APPROVAL: This project is subject to final approval and acceptance by the City. Final approval

acceptance will not be given until the punch list items are completed to the City's satisfaction and as-built drawings are given to the City.

72. **DEFINITION OF THE TERM "ENGINEER":** The term "Engineer" shall be defined as Root Engineering Services

73. **PAY ITEMS:** Pay items provided are intended to be all-inclusive of the work required on this project. Work required by the plans or specifications but not provided with a specific pay item shall be considered incidental to other items of work. Final payment to the construction contractor shall not be made until all Work has been finally completed and verified in accordance with the construction contract, plans and specifications and have been finally accepted by the City. Partial pay requests shall allow for a 5% retainage on all payment requests, released upon receipt of all closeout documents.

DEMO KEYNOTES	
SYMBOL	DESCRIPTION
①	LIGHT, POLE AND POWER TO LIGHT TO BE REMOVED. COORDINATE WITH UTILITY.
②	DATA LINE TO COURTHOUSE TO BE RELOCATED. REFER TO POWER/LV PLANS FOR NEW LOCATION.
③	CONCRETE TO BE REMOVED AND DISPOSED OF IN SHADED AREAS



NOTES:

ALL PARKING SIGNS IN DEMOLISHED AREAS TO BE PRESERVED AND REUSED.

EXERCISE CAUTION OF DEMOLITION AROUND AREAS OF TRAFFIC SIGNAL BOXES AND WATERMETER.

ALT: LUMP SUM DEMOLITION. INCLUDE DEMOLITION OF POLE BASES.

CONTRACTOR TO COMPLETE WORK IN PHASES. ONE BLOCK TO BE COMPLETED AT A TIME. DETERMINE PHASING WITH CITY.

BELOW IS SUGGESTED.
FIRST - S. CROCKET
SECOND - W. HOUSTON
THIRD - S TRAVIS ST
FOURTH - W. LAMAR ST.

① DEMOLITION PLAN
SCALE: 1/32" = 1'

RES Root Engineering Services
Mechanical, Electrical & Plumbing Systems Consultant
45 FM 3356 VAN ALSTYNE, TX 75495
PHONE 903-375-9303 FAX 847-775-1503
TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #16016

STATE OF TEXAS
ERIC TIEN
142105
LICENSED
PROFESSIONAL ENGINEER
12/19/2025

PROJECT
CITY OF SHERMAN
DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

DRAWING ISSUE / REVISION

Rev. No.	Description	Date
--	FOR PERMIT	12/19/2025

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Drawing Title
DEMOLITION

Drawing No.
D1

Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult Job No.	240254

ELECTRICAL SYMBOL LEGEND	
SYMBOL	DESCRIPTION
M	ELECTRICAL SERVICE METER
A	TRANSFORMER AS INDICATED
S	POLE MOUNTED SPEAKER W/AMP. REFER TO EQUIPMENT
WAP	WIRELESS ACCESS POINT. POLE MOUNTED.
	WEATHERPROOF-IN-USE RECEPTACLE. POLE MOUNTED. REFER TO EQUIPMENT.
D	QUAZITE BOX FOR DATA. REFER TO DETAIL.
P	QUAZITE BOX FOR POWER. REFER TO DETAIL.
	POLE MOUNTED LIGHT. REFER TO EQUIPMENT.
M	POLE MOUNTED DIGITAL BANNER. REFER TO EQUIPMENT.
BR	WIRELESS BRIDGE.

ADDITIONAL POWER NOTES:

GC TO INCLUDE 1 EXTRA STOCK POLE, DIGITAL BANNER IN BASE BID

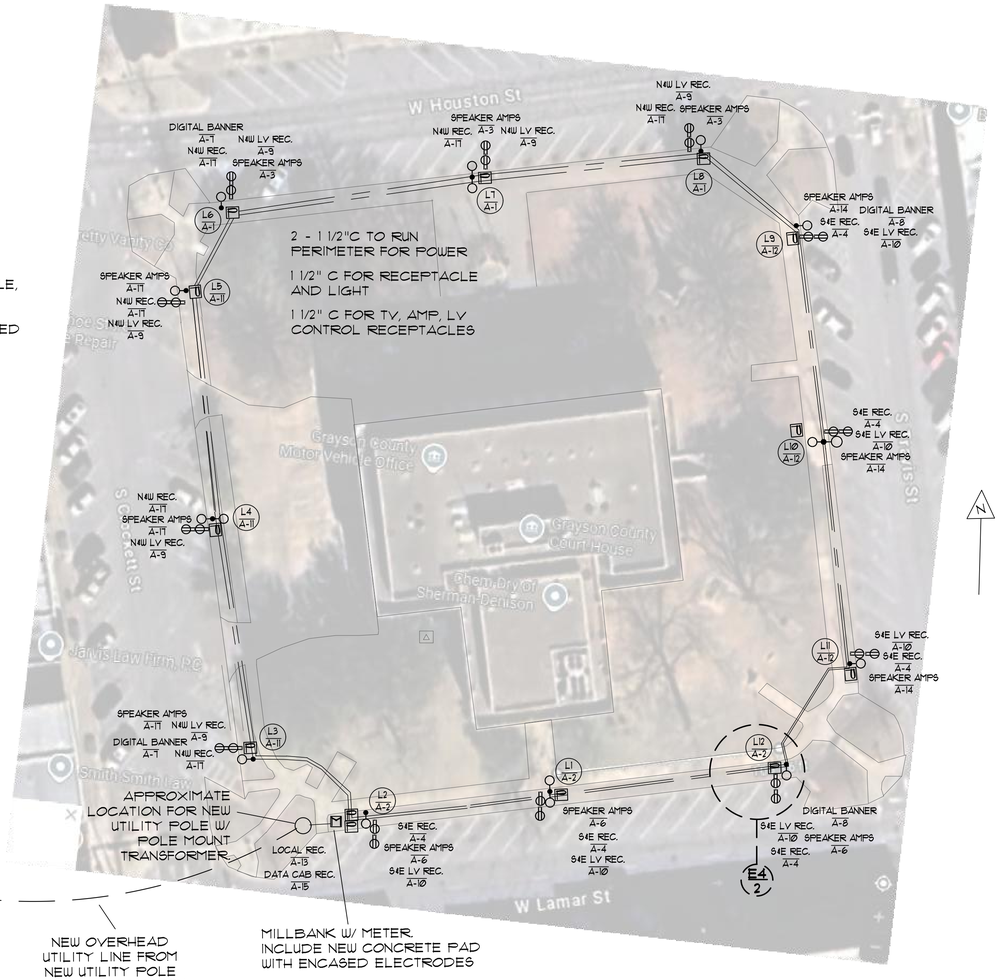
ALL TRENCHES TO BE HYDROVACCED

CONDUIT TO BE BURIED USING MOLE DIRECTIONAL DRILLING IN THE LENGTHS BETWEEN:

L6 TO L5,
L5 TO L4,
L4 TO L3,
L3 TO L2

CONTRACTOR TO COMPLETE WORK IN PHASES. ONE BLOCK TO BE COMPLETED AT A TIME. DETERMINE PHASING WITH CITY.

BELOW IS SUGGESTED.
FIRST - W. LAMAR ST.
SECOND - S TRAVIS ST
THIRD - W. HOUSTON
FOURTH - S. CROCKETT



1 POWER PLAN
SCALE: 1/32" = 1'

Root Engineering Services
Mechanical, Electrical & Plumbing Systems Consultant
45 FM 3356 VAN ALSTYNE, TX 75495
PHONE 903-375-9303 FAX 847-775-1503
TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #16016

STATE OF TEXAS
ERIC TIEN
142105
LICENSED
PROFESSIONAL ENGINEER
12/19/2025

PROJECT
CITY OF SHERMAN
DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

DRAWING ISSUE / REVISION

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Drawing Title: POWER

Drawing No.: E1

Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult Job No.	240254

MARK A | VOLTS: 240 120 | MAIN CIRCUIT BREAKER: 200 A. | ENCLOSURE: MCB
LOCATION: SW Corner | PHASE: 1 | MAIN LUGS ONLY: -- A. | SURFACE:
WIRE: 3 | INTERRUPTING CAPACITY | RECESSED:
AIC (x1000) (SERIES RATED 24 (Verify W/ Utility) A. SYM. | NEMA: 3R

CIRC. NO.	CIRCUIT USE	TRIP AMPS	# OF POLES	WIRE SIZE	LOAD VA	TYPE	VA LOAD/PHASE A	VA LOAD/PHASE C	TYPE	LOAD VA	WIRE SIZE	# OF POLES	TRIP AMPS	CIRCUIT USE	CIRC. NO.
1	N Lights	20	1	8	600	1	1200		1	600	10	1	20	S Lights	2
3	N Speaker Amps	20	1	8	600	8		2400	4	1800	10	1	20	S & E Receptacles	4
5	N & W Receptacles	20	1	10	1800	4	2100		8	300	10	1	20	S Speaker Amps	6
7	N & W Digital Banners	20	1	8	400	8		800	8	400	8	1	20	S & E Digital Banners	8
9	N & W LV Receptacles	20	1	10	400	8	800		8	400	10	1	20	S & E LV Receptacles	10
11	W Lights	20	1	10	600	1		1200	1	600	8	1	20	E Light	12
13	Local Receptacle	20	1	12	300	4	600		8	300	8	1	20	E Speaker Amps	14
15	Data Cab. Receptacles	20	1	12	600	4		600					20	SPARE	16
17	W Speaker Amps	20	1	10	600	8	600						20	SPARE	18
19	SPARE	20						0					20	SPARE	20
21	SPARE	20					0						20	SPARE	22
23	SPARE	20						0					20	SPARE	24
25							0								26
27								0							28
29							0								30
31								0							32

LOAD PER PHASE: 5300 5000

PANELBOARD LOAD ANALYSIS

GENERAL DESCRIPTION	LOAD TYPE	CONNECTED KVA		DEMAND FACTOR		DESIGN KVA
LIGHTING	1	2.4	x	1	=	2.4
AIR COND.	2	0.0	x	1	=	0.0
HEATING	3	0.0	x	1	=	0.0
RECEPTACLES	4	4.5	x	NEC 220.4	=	4.5
MOTORS	5	0.0	x	NOTE 4	=	0.0
ELEVATORS	6	0.0	x	NOTE 5	=	0.0
KITCHEN EQ.	7	0.0	x	NEC 220.5	=	0.0
OTHER	8	3.4	x	1	=	3.4
	SUBTOTAL=	10.3		SUBTOTAL=		10.3
				RESERVE (0%)=		0.0
				TOTAL KVA=		10.3
				TOTAL AMPS=		42.9

NOTES:

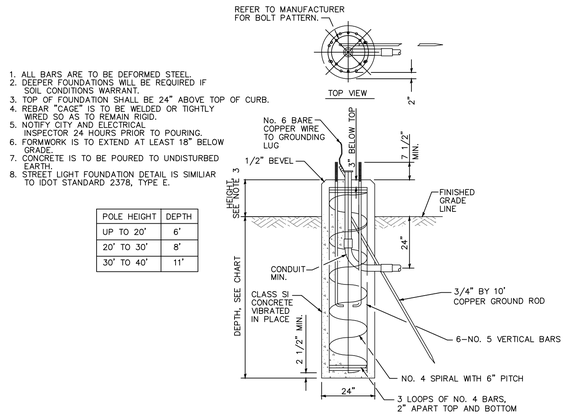
1. NEW PANEL; COPPER BUSSE BARS
2. FURNISH AND INSTALL NEW BREAKERS AS INDICATED
3. BOLT IN BREAKERS ONLY (UNLESS I-LINE)
4. PER NEC 430.24-6, 440.6
5. PER NEC TABLE 430-22A; 430-26; 620-13,14,15.

LEGEND:

AF	ARC FAULT
**	NON-COINCIDENT LOAD

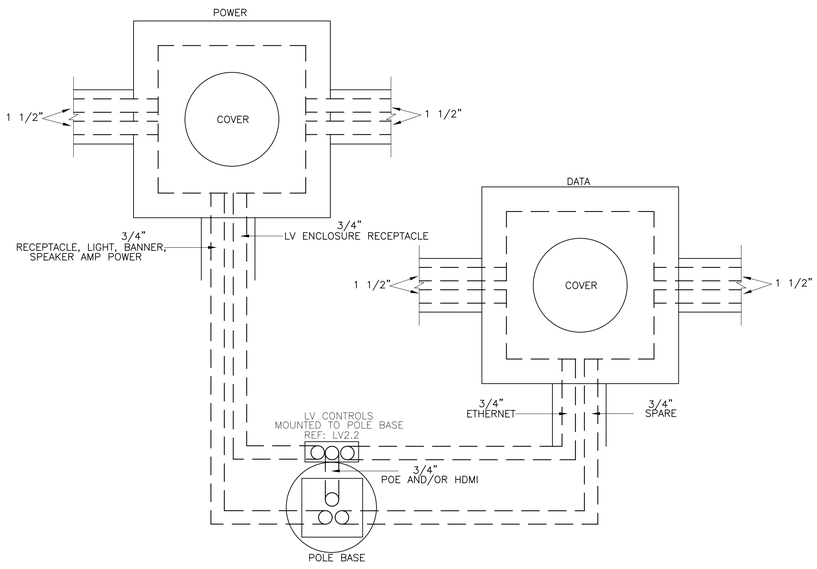
GENERAL ELECTRICAL NOTES DESIGN BASED ON 2020 NEC

1. THE ELECTRICAL SUBCONTRACTOR SHALL PROVIDE A COMPLETE AND USABLE SYSTEM WITHIN THE INTENT AND SPIRIT OF THAT INDICATED BY THESE DRAWINGS. WORK OR MATERIALS NOT SHOWN BY THE DRAWINGS, BUT NECESSARY TO COMPLETE THE SYSTEM SHALL BE INCLUDED AT NO ADDITIONAL COST. THE ELECTRICAL SUBCONTRACTOR SHALL FURNISH AND INSTALL ALL ELECTRICAL SYSTEM REQUIREMENTS INCLUDING FIRE ALARM DEVICES, SWITCHES, RACEWAY, DEVICES, CONDUCTOR, SPECIALTIES, CUTTING AND PATCHING, ETC.
2. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, MAKE ADJUSTMENTS TO AVOID CONFLICT. NOTIFY THE ENGINEER IN WRITING OF SIGNIFICANT CONSTRUCTABILITY ISSUES.
3. TELEPHONE/DATA OUTLETS, UNLESS NOTED, SHALL BE CIRCUITED BY OTHERS. THE ELECTRICAL CONTRACTOR SHALL PROVIDE A CONDUIT TO AN ACCESSIBLE SPACE.
4. THE ELECTRICAL SUBCONTRACTOR SHALL VERIFY PLACEMENT OF ALL RECEPTACLES, WIRING DEVICES, SWITCHES, AND DISCONNECTS WITH ARCHITECTURAL, MECHANICAL AND PLUMBING DRAWINGS AND TRADES BEFORE ROUGHING IN.
5. WIRING MEANS AND METHODS SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL SUBCONTRACTOR. THE ELECTRICAL SUBCONTRACTOR SHALL VERIFY CEILING TYPE WITH FIXTURE SELECTION BEFORE ORDERING.
6. PANEL BOARDS SHALL BE SQUARE D NQOD OR EQUAL FROM CUTLER HAMMER, OR GE. BREAKERS SHALL BE BOLT-IN TYPE QOB OR EQUAL. 10kaic MINIMUM.
7. CONDUCTOR SHALL BE THW, THWN, OR THHN. CONDUIT SHALL BE GALV. EMT, IMC OR RIGID.
8. POWER RECEPS, WALL SWITCHES, COVER PLATES, ETC. SHALL BE COMMERCIAL GRADE 20 RATED MATCHING THE STYLE AND APPEARANCE OF THE EXISTING DEVICES.
9. EQUIPMENT SIZES ARE AS DESIGNED. CIRCUIT BREAKERS, CONDUIT, JUNCTION BOXES, DISC. SWITCHES, CONDUCTOR SIZES, DEVICE LOCATIONS, ETC., SHALL BE ADJUSTED TO THE EQUIPMENT SUBMITTED AND APPROVED FOR INSTALLATION ON THIS PROJECT
10. THE ELECT SUBCONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION BETWEEN THE ELECTRICAL AND MECHANICAL TRADES TO PROVIDE CLEARANCES ABOVE CEILING BETWEEN RECESSED LIGHT FIXTURES AND THERMAL INSULATION OR COMBUSTIBLE MATERIALS IN ACCORD WITH N.E.C. PARAGRAPH 410-65 & 66.
11. THE ELECTRICAL SUBCONTRACTOR SHALL PREPARE A SUBMITTAL PACKAGE WHICH DETAILS PROPOSED EQUIPMENT (FIVE COPIES). AT MINIMUM THE SUBMITTAL PACKAGE WILL CONTAIN DETAILED DATA ON LIGHTING FIXTURES, PANELBOARDS, AND ACCESSORIES. EQUAL EQUIPMENT TO THAT SPECIFIED WILL BE CONSIDERED IF PERFORMANCE, APPEARANCE, SERVICEABILITY AND QUALITY ARE JUDGED BY THE ENGINEER AND/OR ARCHITECT TO BE EQUAL.
12. ALL WORK SHALL COMPLY WITH COGNIZANT CODES, REGULATIONS, LAWS AND THE DETERMINATIONS OF THE LOCAL BUILDING OFFICIAL AT NO EXTRA COST. THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF ANY CONFLICT BETWEEN THE PLANS AND APPLICABLE CODES.
13. ALL MATERIALS WILL BE NEW AND IN NEW CONDITION.
14. ALL ELECTRICAL CONNECTIONS 120V OR HIGHER SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL SUBCONTRACTOR. MECHANICAL SHALL FURNISH DUCT SMOKE DETECTORS AS REQUIRED TO ELECTRICAL FOR FIRE ALARM INSTALLATION. MECHANICAL SHALL PROVIDE HVAC CONTROL WIRING. ELECTRICAL SHALL COORDINATE EQUIPMENT CONNECTION WITH MECHANICAL AND PLUMBING.
15. WHEN SYSTEMS ARE COMPLETE AND OPERATIONAL, A "PUNCH LIST" INSPECTION SHALL BE REQUESTED BY THE CONTRACTOR. SUCH AN INSPECTION SHALL NOT BE CONDUCTED ON INCOMPLETE OR NON-OPERATIONAL SYSTEMS.
16. UPON COMPLETION OF WORK, SUBMIT FOUR COPIES OF OPERATION AND MAINTENANCE MANUALS, AS BUILT DRAWINGS, GUARANTIES AND WARRANTIES. AT MINIMUM, THE CONTRACTOR WILL WARRANTY ALL WORK, EQUIPMENT AND MATERIALS FOR ONE YEAR PAST BENEFICIAL OCCUPANCY.
17. ALL RECEPS, LOCATED IN AREAS SUBJECT TO MOISTURE, OR ON THE EXTERIOR OF THE BUILDING SHALL BE G.F.I. TYPE, IN WEATHERPROOF, TYPE-FS, BOX WITH WEATHERPROOF COVER.
18. NO RECEP. OR DEVICE SHALL BE LOCATED WITHIN 4'-0" OF SINKS, OUTLETS NEAR SINKS, OR IN LOCATIONS SUBJECT TO MOISTURE SHALL BE G.F.I. TYPE.
19. ALL ELECTRICAL WIRING IN OR ON THE BUILDING SHALL BE IN IMC, RMC, OR EMT, IN ACCORDANCE WITH LOCAL CODE AMENDMENT. ALL EXTERIOR WIRING SHALL BE BURIED IN CONDUIT APPROVED FOR THE ENVIRONMENT IN ACCORDANCE WITH LOCAL CODE AMENDMENT.

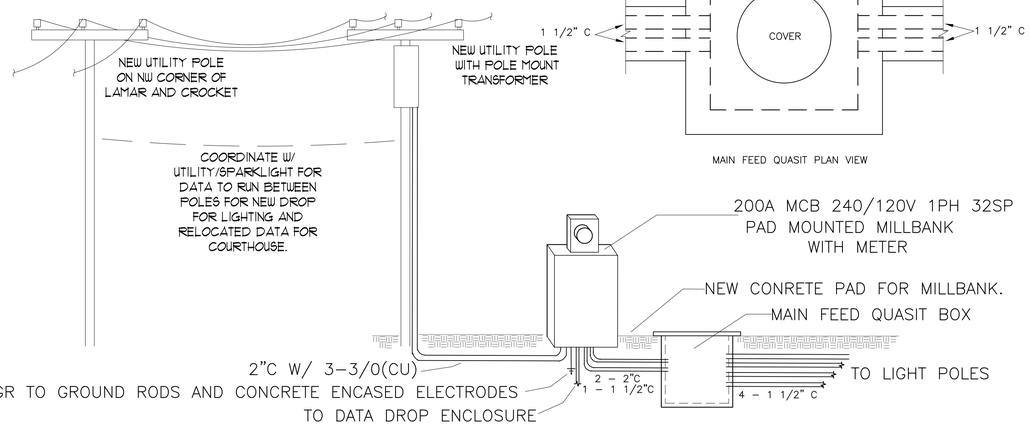


POLE HEIGHT	DEPTH
UP TO 20'	6'
20' TO 30'	8'
30' TO 40'	11'

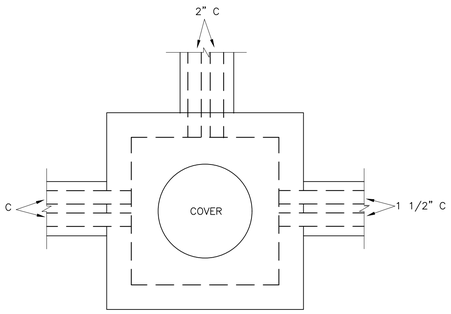
2 LIGHT POLE INSTALLATION DETAIL
SCALE:NTS



1 QUAZITE BOX DETAIL
SCALE:NTS



3 MILLBANK AND METER DETAIL
SCALE:NTS



MAIN FEED QUASIT PLAN VIEW

RES Root Engineering Services
Mechanical, Electrical & Plumbing Systems Consultant
45 FM 3356 VAN ALSTYNE, TX 75495
PHONE 903-375-9303 FAX 847-775-1503
TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #16016

STATE OF TEXAS
ERIC TIEN
142105
LICENSED
PROFESSIONAL ENGINEER
12/19/2025

PROJECT
CITY OF SHERMAN
DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

DRAWING ISSUE / REVISION

Rev. No.	Description	Date
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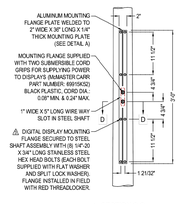
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Drawing Title
ELECTRICAL SCHEDULES, NOTES, AND DETAILS

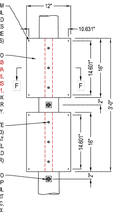
Drawing No.
E2

Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult. Job No.	240254

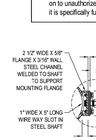
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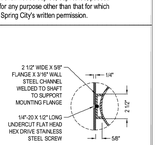
⚠ SECTION C-C
DIGITAL DISPLAY MOUNTING FLANGE ATTACHMENT DETAILS
N.T.S.



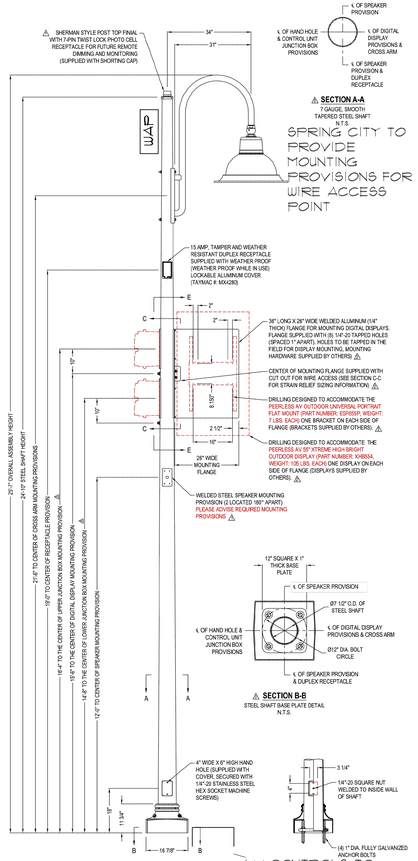
⚠ SECTION E-E
CONTROL UNIT JUNCTION BOX ATTACHMENT DETAILS
N.T.S.



⚠ SECTION D-D
STEEL CHANNEL WELDING AND ATTACHMENT DETAILS FOR DISPLAY MOUNTING FLANGE
N.T.S.



⚠ SECTION F-F
STEEL CHANNEL WELDING AND ATTACHMENT DETAILS FOR CONTROL UNIT JUNCTION BOX
N.T.S.



SECTION A-A
7 GAUGE, SMOOTH TAPERED STEEL SHAFT
N.T.S.

SPRING CITY TO PROVIDE MOUNTING PROVISIONS FOR WIRE ACCESS POINT

SECTION B-B
STEEL SHAFT BASE PLATE DETAIL
N.T.S.

LV CONTROLS TO BE MOUNTED ON 2 FOOT BASE.

LUMINAIRE SPECIFICATIONS

STYLE:	EXTON
HEIGHT:	19 1/4"
WIDTH:	30" DIAMETER
MATERIAL:	CAST ALUMINUM ALLOY ANSI 356 PER A.S.T.M. B26-95
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
LAMPING:	150W LED SYSTEM
VOLTAGE:	ELECTRONIC WIRED AT 120-277 VOLTS
COLOR TEMP.:	3000K (WARM WHITE)
DISTRIBUTION:	TYPE III CLEAR REFRACTIVE OPTICS (ASYMMETRIC)
PANEL:	FROSTED LED GRADE ACRYLIC DIFUSSING LENS
SURGE:	10kV SURGE PROTECTION
MODIFIER:	• SPUN ALUMINUM FLAIR STYLE SHADE (M1) • VERTICAL ALIGNMENT COUPLING (LAVBC)
CATALOG NO.	ALMETN-M1-LE150-EVX-3F2-30-CR3-YFLF-LAVBC-CU

ARM SPECIFICATIONS

STYLE:	LECHMERE SINGLE
HEIGHT:	65" OVERALL HEIGHT
WIDTH:	31" FROM MOUNTING BRACKET TO ℄ OF LUMINAIRE
MATERIAL:	2" STANDARD ALUMINUM PIPE WITH BAR STOCK SCROLL WORK AND WELDED ALUMINUM ADAPTOR
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
TENON:	2" N.P.T. THREADED CONNECTION
⚠ MODIFIER:	• KINGSTON STYLE SIDE MOUNTING - NO SCROLL (MB)
⚠ CATALOG NO.:	AARLCH-M6-1S-31-60.00-TN2.00-NPT-CU

BASE SPECIFICATIONS

STYLE:	SHERMAN WRAP BASE
HEIGHT:	11 3/4"
BASE:	16" SQUARE
MATERIAL:	TWO PIECE (WRAP AROUND), CAST ALUMINUM ALLOY A.N.S.I. 356, PER A.S.T.M. B26-95
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
ACCESS DOOR:	NOT REQUIRED
CATALOG NO.:	AIMBSHE-16-CU

LAMP POST SPECIFICATIONS

STYLE:	SMOOTH TAPERED STEEL SHAFT
HEIGHT:	24'-10" SHAFT HEIGHT (25'-7" OVERALL)
SHAFT DIAMETER:	7 1/2" O.D.
MATERIAL:	
• SHAFT:	7 GAUGE, SMOOTH TAPERED STEEL MONOTUBE CONSTRUCTION
• BASE PLATE:	1" THICK, A36 STEEL
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
ACCESS DOOR:	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET MACHINE SCREWS
GROUND PROVISIONS:	1/4"-20 SQUARE NUT WELDED TO INSIDE WALL OF SHAFT OPPOSITE HAND HOLE TO ACCOMMODATE GROUND STUD (GROUND STUD SUPPLIED BY OTHER)
ANCHOR BOLTS:	(4) 1" DIA. X 48" LONG WITH 6" HOOK (FULLY GALVANIZED WITH 2 NUTS AND 2 WASHERS PER BOLT)
BOLT PROJECTION:	5" REQUIRED
⚠ MODIFIER:	• (2) 1" NPS WELDED COUPLINGS FOR BANNER ARMS (2BP) • (2) WELDED STEEL SPEAKER MOUNTING PROVISIONS (2SP) • DRILLING FOR SIDE MOUNTED CROSS ARM (SD) • DUPLEX RECEPTACLE WITH WEATHER PROOF WHILE IN USE COVER (DXW)
PLEASE NOTE:	ALL EXTERNAL HARDWARE IS STAINLESS STEEL
⚠ CATALOG NO.:	
• POST:	SSHSM-G17.07.50-24.83-2BP-2SP-SD-DXW-CU
• DISPLAY MOUNT:	FS-SS142025-CU
• POLE CAP:	AFNSHE-TR7P-CU
• ANCHOR BOLT:	148/2NW

⚠ REVISED BY: B.K.R.	DATE: 12-19-2025
⚠ REVISED BY: B.K.R.	DATE: 05-14-2025
⚠ REVISED BY: B.K.R.	DATE: 05-12-2025
⚠ REVISED BY: J.H.P.	DATE: 07-22-2024

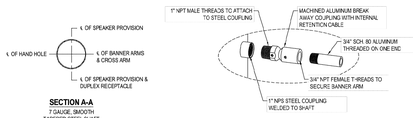
Spring City Electrical Mfg. Co.
HALL AND MAIN STREETS - P.O. BOX 19 - SPRING CITY, PA. 19475
PHONE (610) 948-4000 - FAX (610) 948-5577 - WWW.SPRINGCITY.COM

DESCRIPTION	THE 24'-10" STEEL SHAFT ASSEMBLY WITH THE SHERMAN STYLE WRAP BASE AND THE LECHMERE SINGLE CROSS ARM WITH PROVISIONS FOR POST MOUNTED DIGITAL DISPLAYS		
OPPORTUNITY	CITY OF SHERMAN, TX - DOWNTOWN		
SCALE	DRAWN BY:	DATE	DRAWING NO.
N.T.S.	J.H.P.	06-24-2024	SPEC-34796B

CONFIGURATION FOR POLES
L3, L6, L9, L12

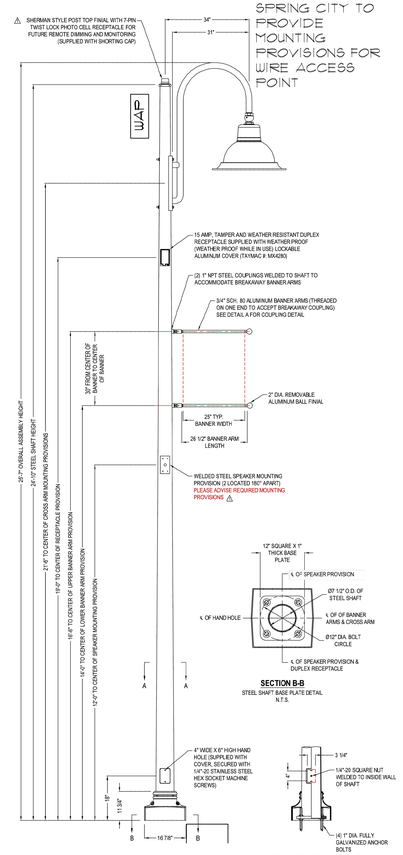
POLE DIAMETER TO BE LARGE ENOUGH TO RUN
2-CAT6 CABLE
1-HDMI CABLE
PLUS WIRE FROM CIRCUITS ON PANEL SCHEDULE.

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SECTION A-A
7 GAUGE, SMOOTH TAPERED STEEL SHAFT
N.T.S.

DETAIL A
BREAK AWAY BANNER ARM CONNECTION DETAIL
N.T.S.



SECTION B-B
STEEL SHAFT BASE PLATE DETAIL
N.T.S.

SPRING CITY TO PROVIDE MOUNTING PROVISIONS FOR WIRE ACCESS POINT

LV CONTROLS TO BE MOUNTED ON 2 FOOT BASE.

LUMINAIRE SPECIFICATIONS

STYLE:	EXTON
HEIGHT:	19 1/4"
WIDTH:	30" DIAMETER
MATERIAL:	CAST ALUMINUM ALLOY ANSI 356 PER A.S.T.M. B26-95
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
LAMPING:	150W LED SYSTEM
VOLTAGE:	ELECTRONIC WIRED AT 120-277 VOLTS
COLOR TEMP.:	3000K (WARM WHITE)
DISTRIBUTION:	TYPE III CLEAR REFRACTIVE OPTICS (ASYMMETRIC)
PANEL:	FROSTED LED GRADE ACRYLIC DIFUSSING LENS
SURGE:	10kV SURGE PROTECTION
MODIFIER:	• SPUN ALUMINUM FLAIR STYLE SHADE (M1) • VERTICAL ALIGNMENT COUPLING (LAVBC)
CATALOG NO.	ALMETN-M1-LE150-EVX-3F2-30-CR3-YFLF-LAVBC-CU

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STYLE:	LECHMERE SINGLE
HEIGHT:	65" OVERALL HEIGHT
WIDTH:	31" FROM MOUNTING BRACKET TO ℄ OF LUMINAIRE
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TENON:	2" N.P.T. THREADED CONNECTION
⚠ MODIFIER:	• KINGSTON STYLE SIDE MOUNTING - NO SCROLL (MB)
⚠ CATALOG NO.:	AARLCH-M6-1S-31-60.00-TN2.00-NPT-CU

BASE SPECIFICATIONS

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FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
ACCESS DOOR:	NOT REQUIRED
CATALOG NO.:	AIMBSHE-16-CU

LAMP POST SPECIFICATIONS

STYLE:	SMOOTH TAPERED STEEL SHAFT
HEIGHT:	24'-10" SHAFT HEIGHT (25'-7" OVERALL)
SHAFT DIAMETER:	7 1/2" O.D.
MATERIAL:	
• SHAFT:	7 GAUGE, SMOOTH TAPERED STEEL MONOTUBE CONSTRUCTION
• BASE PLATE:	1" THICK, A36 STEEL
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
ACCESS DOOR:	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET MACHINE SCREWS
GROUND PROVISIONS:	1/4"-20 SQUARE NUT WELDED TO INSIDE WALL OF SHAFT OPPOSITE HAND HOLE TO ACCOMMODATE GROUND STUD (GROUND STUD SUPPLIED BY OTHER)
ANCHOR BOLTS:	(4) 1" DIA. X 48" LONG WITH 6" HOOK (FULLY GALVANIZED WITH 2 NUTS AND 2 WASHERS PER BOLT)
BOLT PROJECTION:	5" REQUIRED
⚠ MODIFIER:	• (2) 1" NPS WELDED COUPLINGS FOR BANNER ARMS (2BP) • (2) WELDED STEEL SPEAKER MOUNTING PROVISIONS (2SP) • DRILLING FOR SIDE MOUNTED CROSS ARM (SD) • DUPLEX RECEPTACLE WITH WEATHER PROOF WHILE IN USE COVER (DXW)
PLEASE NOTE:	ALL EXTERNAL HARDWARE IS STAINLESS STEEL
⚠ CATALOG NO.:	
• POST:	SSHSM-G17.07.50-24.83-2BP-2SP-SD-DXW-CU
• BANNER ARM:	ASNUST-15-0.75-26.50-F02-BA-CU
• POLE CAP:	AFNSHE-TR7P-CU
• ANCHOR BOLT:	148/2NW

⚠ REVISED BY: J.H.P.	DATE: 12-19-2025
⚠ REVISED BY: B.K.R.	DATE: 05-12-2025
⚠ REVISED BY: J.H.P.	DATE: 07-22-2024

Spring City Electrical Mfg. Co.
HALL AND MAIN STREETS - P.O. BOX 19 - SPRING CITY, PA. 19475
PHONE (610) 948-4000 - FAX (610) 948-5577 - WWW.SPRINGCITY.COM

DESCRIPTION	THE 24'-10" STEEL SHAFT ASSEMBLY WITH THE SHERMAN STYLE WRAP BASE AND THE LECHMERE SINGLE CROSS ARM WITH TRADITIONAL BANNER ARM PROVISIONS		
OPPORTUNITY	CITY OF SHERMAN, TX - DOWNTOWN		
SCALE	DRAWN BY:	DATE	DRAWING NO.
N.T.S.	J.H.P.	06-24-2024	SPEC-34796A

CONFIGURATION FOR POLES
L2, L5, L8, L11

POLE DIAMETER TO BE LARGE ENOUGH TO RUN
2-CAT6 CABLE
1-HDMI CABLE
PLUS WIRE FROM CIRCUITS ON PANEL SCHEDULE.

IRES Root Engineering Services
Mechanical, Electrical & Plumbing Systems Consultant
45 FM 3356 VAN ALSTYNE, TX 75495
PHONE 903-375-9303 FAX 847-775-1503
TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #16016

STATE OF TEXAS
ERIC TIEN
142105
LICENSED
PROFESSIONAL ENGINEER
12/19/2025

PROJECT
CITY OF SHERMAN
DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

DRAWING ISSUE / REVISION

Rev. No.	Description	Date
--	FOR PERMIT	12/19/2025

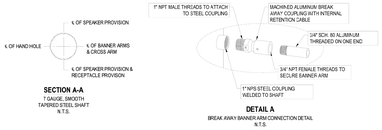
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Drawing Title
ELECTRICAL EQUIPMENT

Drawing No.
E3

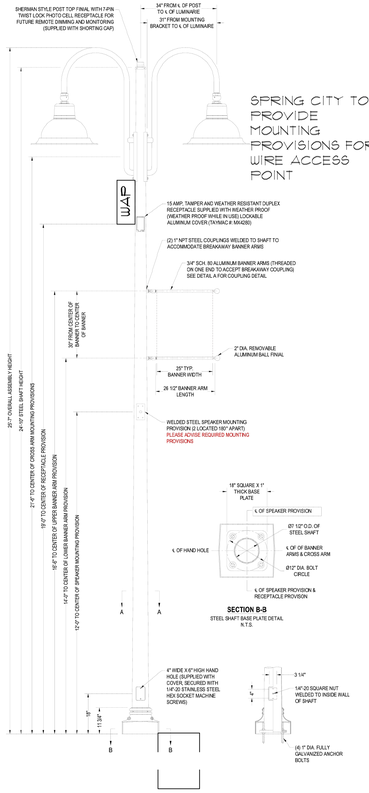
Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult Job No.	240254

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SECTION A-A
7 GAUGE, SMOOTH TAPERED STEEL SHAFT
N.T.S.

DETAIL A
BREAK AWAY BANNER ARM CONNECTION DETAIL
N.T.S.



SECTION B-B
STEEL SHAFT BASE PLATE DETAIL
N.T.S.

LUMINAIRE SPECIFICATIONS

STYLE:	EXTON
HEIGHT:	19 1/4"
WIDTH:	30" DIAMETER
MATERIAL:	CAST ALUMINUM ALLOY ANSI 356 PER A.S.T.M. B26-95
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
LAMPING:	150W LED SYSTEM
VOLTAGE:	ELECTRONIC WIRED AT 120-277 VOLTS
COLOR TEMP.:	3000K (WARM WHITE)
DISTRIBUTION:	TYPE III CLEAR REFRACTIVE OPTICS (ASYMMETRIC)
PANEL:	FROSTED LED GRADE ACRYLIC DIFFUSING LENS
SURGE:	10kV SURGE PROTECTION
MODIFIER:	• SPUN ALUMINUM FLAIR STYLE SHADE (MT) • VERTICAL ALIGNMENT COUPLING (LAV/BC)
CATALOG NO.	ALMETN-MT-LE150-EVX-2F2-30-CR3-YPLF-LAV/BC-CU

ARM SPECIFICATIONS

STYLE:	LECHMERE TWIN
HEIGHT:	60" OVERALL HEIGHT
WIDTH:	31" FROM MOUNTING BRACKET TO ¼ OF LUMINAIRE
MATERIAL:	2" STANDARD ALUMINUM PIPE WITH BAR STOCK SCROLL WORK AND WELDED ALUMINUM ADAPTOR
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
TENON:	2" N.P.T. THREADED CONNECTION
MODIFIER:	• KINGSTON STYLE SIDE MOUNTING - NO SCROLL (M8)
CATALOG NO.:	AARLCH-M8-2S-31-60.00-TN2.00-NPT-CU

BASE SPECIFICATIONS

STYLE:	SHERMAN WRAP BASE
HEIGHT:	11 3/4"
BASE:	18" SQUARE
MATERIAL:	TWO PIECE (WRAP AROUND), CAST ALUMINUM ALLOY A.N.S.I. 356, PER A.S.T.M. B26-95
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
ACCESS DOOR:	NOT REQUIRED
CATALOG NO.:	AWBSHE-16-CU

LAMP POST SPECIFICATIONS

STYLE:	SMOOTH TAPERED STEEL SHAFT
HEIGHT:	24'-10" SHAFT HEIGHT (25'-7" OVERALL)
SHAFT DIAMETER:	7 1/2" O.D.
MATERIAL:	
• SHAFT:	7 GAUGE, SMOOTH TAPERED STEEL MONOTUBE CONSTRUCTION
• BASE PLATE:	1" THICK, A36 STEEL
FINISH:	POWDER COAT - TO MATCH RAL # 9017 (TRAFFIC BLACK)
ACCESS DOOR:	LOCATED IN BASE SECURED WITH TAMPER PROOF HEX SOCKET MACHINE SCREWS
GROUND PROVISIONS:	1/4"-20 SQUARE NUT WELDED TO INSIDE WALL OF SHAFT OPPOSITE HAND HOLE TO ACCOMMODATE GROUND STUD (GROUND STUD SUPPLIED BY OTHER)
ANCHOR BOLTS:	(4) 1" DIA. X 48" LONG WITH 6" HOOK (FULLY GALVANIZED WITH 2 NUTS AND 2 WASHERS PER BOLT)
BOLT PROJECTION:	5" REQUIRED
TENON:	NOT REQUIRED
MODIFIER:	• (2) 1" NPS WELDED COUPLINGS FOR BANNER ARMS (3BP) • (2) WELDED STEEL SPEAKER MOUNTING PROVISIONS (2SP) • DRILLING FOR SIDE MOUNTED CROSS ARM (SD) • GFCI RECEPTACLE PROVISION (RP)
PLEASE NOTE:	ALL EXTERNAL HARDWARE IS STAINLESS STEEL
CATALOG NO.:	
• POST:	SSHSM-D17-07.50-54.93-28P-2SP-SD-RP-CU
• BANNER ARM:	ABNJBT-1S-0.75-25.50-F22-BA-CU
• POLE CAP:	APNEHS-TR7P-CU
• GFCI RECEPTACLE:	GFNI-CU (15AMP)
• ANCHOR BOLT:	146/2NW

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DESCRIPTION	THE 24'-10" STEEL SHAFT ASSEMBLY WITH THE SHERMAN STYLE WRAP BASE AND THE LECHMERE TWIN CROSS ARM WITH TRADITIONAL BANNER ARM PROVISIONS
OPPORTUNITY	CITY OF SHERMAN, TX - DOWNTOWN

SCALE	DRAWN BY:	DATE	DRAWING NO.
N.T.S.	A.A.G.	03-31-2026	SPEC-35819

CONFIGURATION FOR POLES
L1, L4, L7, L10

POLE DIAMETER TO BE LARGE ENOUGH TO RUN
2-CAT6 CABLE
1-HDMI CABLE
PLUS WIRE FROM CIRCUITS ON PANEL SCHEDULE.

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TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #16016

STATE OF TEXAS
ERIC TIEN
142105
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12/19/2025

PROJECT
CITY OF SHERMAN
DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

DRAWING ISSUE / REVISION

Rev. No.	Description	Date
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Drawing Title
ELECTRICAL EQUIPMENT

Drawing No.
E3

Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult Job No.	240254



Luminaire Schedule							
Symbol	Label	Qty	Manufacturer / Catalog Number	Total Lumen Output	Total Input Watts	Total Light Loss Factor	UDF
	P	8	SPRING CITY ETN-LE150-2F2-30-CR3-YPLF	17611	150	0.850	1.000
	P2	4	(QTY 2) SPRING CITY ETN-LE150-2F2-30-CR3-YPLF	35222	300	0.850	1.000

Calculation Summary							
Label	Calc. Height (Ft.)	Units	Avg	Max	Min	Avg/Min	Max/Min
GROUND_Planar	0	Fc	2.20	15.4	0.0	N.A.	N.A.
ROADWAY		Fc	3.15	14.2	0.3	10.50	47.33

Notes:
1. Interior surface reflectances: Ceiling/Wall/Floor - 80/50/20 | Exterior surface reflectances: Wall/Ground - 50/20
2. Calculation values are at height indicated in summary table.
3. Mounting heights are designated on drawings with "MH"
4. 'Catalog Number' does not necessarily reflect complete specifications or model numbers. Contact salesperson for verification.
5. 'QTY' shown on luminaire schedule should be verified before pricing/bidding/ordering.
6. Contractor to measure and verify exact linear lengths based on field conditions prior to ordering.
7. Total Light Loss Factor = Light Loss Factor(LLF) X User Defined Factor(UDF).
   LLF includes estimated Lumen and Dirt Depreciation - 0.9 for interior, and 0.85 for exterior application.
   UDF is used when exact IES files are not available
8. Total Lumen Output is based on manufacturer photometry data (IES file). Delivered Lumen Output = Total Lumen Output X Total Light Loss Factor.
9. Lighting power density is calculated based on estimated driver energy consuption. Engineer to verify.
10. Engineer/Architect must determine applicability of the layout to existing/future field conditions.
11. Engineer/Architect responsible for reviewing all applicable codes and ordinances.

PROJECT:
SALESPERSON:
CALC BY:
Filename: 260317_CITY OF SHERMAN - DOWNTOWN_V2.AGI

Date:3/17/2026

Architectural Lighting Alliance

101 Turtle Creek Blvd. Dallas TX 75207
O 214-658-9000 | F 214-658-9002

www.alatx.com

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DOWNTOWN LIGHTING
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Drawing Title: Photometric

Drawing No.: E4

Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult. Job No.	240254

ELECTRICAL SYMBOL LEGEND

SYMBOL	DESCRIPTION
M	ELECTRICAL SERVICE METER
A	TRANSFORMER AS INDICATED
S	POLE MOUNTED SPEAKER W/AMP. REFER TO EQUIPMENT
WAP	WIRELESS ACCESS POINT. POLE MOUNTED.
	WEATHERPROOF-IN-USE RECEPTACLE. POLE MOUNTED. REFER TO EQUIPMENT.
D	QUAZITE BOX FOR DATA. REFER TO DETAIL.
P	QUAZITE BOX FOR POWER. REFER TO DETAIL.
	POLE MOUNTED LIGHT. REFER TO EQUIPMENT.
B	POLE MOUNTED DIGITAL BANNER. REFER TO EQUIPMENT.
BR	WIRELESS BRIDGE.

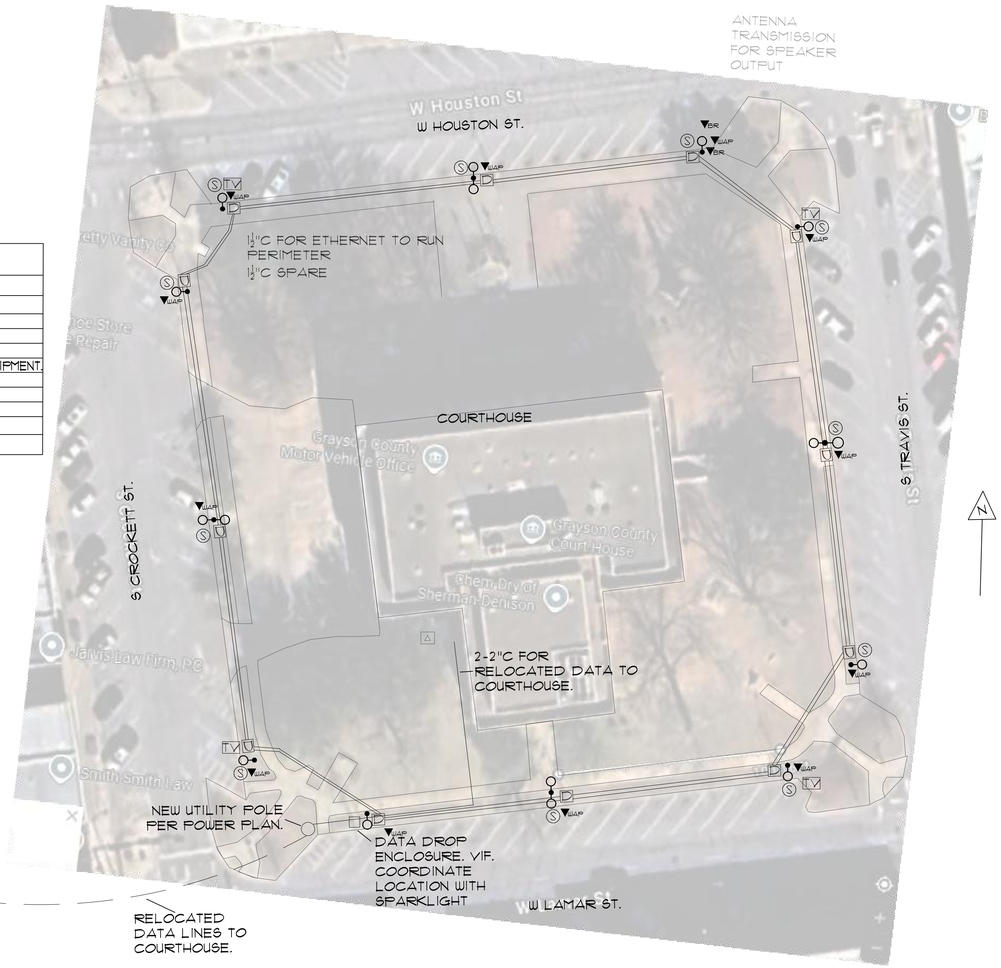
ALL CONDUIT, POLE TRENCHES TO BE HYDROVACCED.

DIGITAL BANNERS TO BE MOUNTED SUCH THAT THEY FACE ONE WAY TRAFFIC.

CONTRACTOR TO COMPLETE WORK IN PHASES. ONE BLOCK TO BE COMPLETED AT A TIME. DETERMINE PHASING WITH CITY.

BELOW IS SUGGESTED.
FIRST - S. CROCKET
SECOND - W. HOUSTON
THIRD - S TRAVIS ST
FOURTH - W. LAMAR ST.

AUDIO SOURCE RACK LOCATED ON ROOF OF TOURISM OFFICE. NOT PICTURED.



1 LV PLAN
SCALE: 1/32" = 1'

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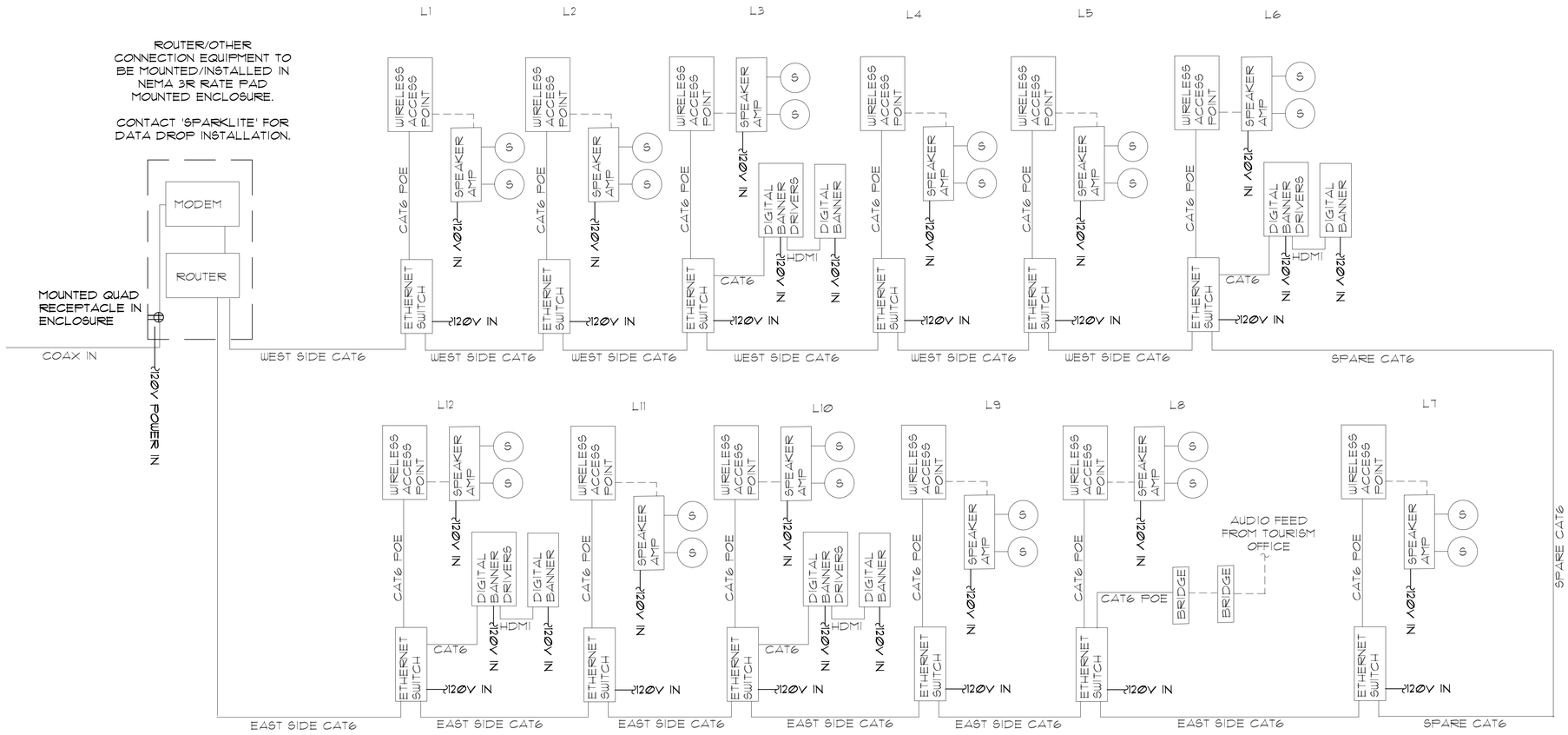
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Drawing Title: LV PLAN

Drawing No.: LV1

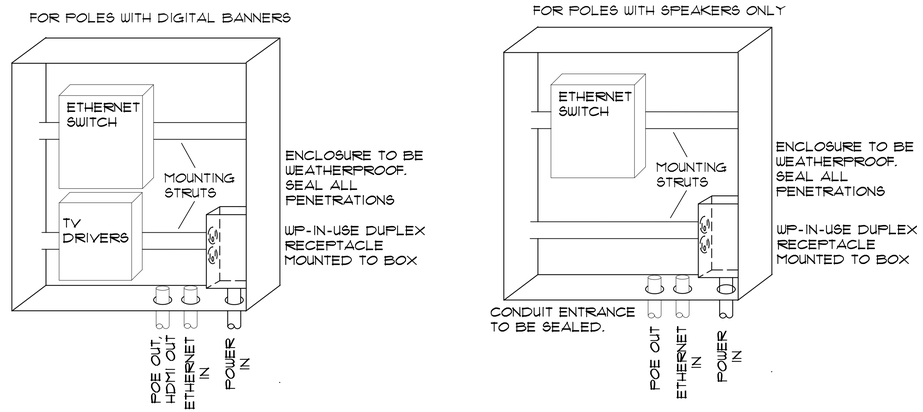
Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult Job No.	240254



1 LV RISER
SCALE:NTS

LV SCHEDULE

DEVICE	MANUFACTURER	DESCRIPTION	MODEL NUMBER
ROUTER	UBIQUITY	ETHERNET IN, USB-C POWERED ROUTER W/ 4 ETHERNET OUT, 1 POE OUT, 2 WAN PORTS.	UCG-FIBER
ETHERNET SWITCH	UBIQUITY	POE IN, USB-C POWER IN, 4 POE OUT NETWORK SWITCH. INCLUDE 120V TO USBC POWER ADAPTER	USW-FLEX-XG
WIRELESS ACCESS POINT	UBIQUITY	IPX6 RATED, POLE MOUNT WIFI 7 WIRELESS ACCESS POINT	U7-OUTDOOR
SPEAKER AMP	TECHNOMAD	REFER TO EQUIPMENT SHEET	REFER TO EQUIPMENT SHEET
DIGITAL BANNER DRIVERS	BRIGHTSIGN	REFER TO EQUIPMENT SHEET	REFER TO EQUIPMENT SHEET
DIGITAL BANNER	PEERLESS AV	REFER TO EQUIPMENT SHEET	REFER TO EQUIPMENT SHEET
BRIDGE	UBIQUITY	POE IN, 1640FT RANGE WIFI BRIDGE KIT. INCLUDE 120V TO POE ADAPTER	UBB-XG
MODEM	PROVIDED THROUGH ISP		



2 LV POLE ENCLOSURE DETAIL
SCALE:NTS

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12/19/2025

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DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

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Drawing Title
LV RISER AND SCHEDULE

Drawing No.
LV2

Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult Job No.	240254

BrightSign® LS5

Remarkable performer for essential signage needs.



BrightSign LS5 delivers essential digital signage with flawless video quality, core motion graphics, and versatile USB engagement, all within an ultra-compact, energy-efficient design. Its reliable, secure, and sustainable performance, makes it an easy choice to replace simple PC-based solutions.

Dynamic Backdrops

Enhanced visual ambiance.



- Flawless video playback
- Full HD or 4K model options
- Flexible network options

Digital Menus

Embellish offerings with animations.



- Engaging widgets & animations
- Quick media & text updates
- Effective live tickers & weather

Engaging Kiosks

Self-serve ordering or exploration.



- Intuitive touch interactions
- Informative digital audio prompts
- Efficient remote player controls

Product Spotlights

Dynamic showcases that boost sales.



- Eye-catching dynamic visuals
- Effective content zone controls
- Trusted CMS and POS integrations



LS425

Basic I/O Package

Flawlessly runs Full HD video and core motion graphics with flexible USB engagement.

LS445

Basic I/O Package

Advances video capabilities to stellar 4K resolution.



The BrightSign LS5 Advantage

- Deliver flawless video playback and streaming with confidence and without a PC
- Draw attention with captivating animations and timely live content that gets results
- Boost engagement with essential interaction options and immersive audio cues
- Maximize efficiency with a power-efficient, ultra-compact design that ensures continuous online operation
- Operate with unparalleled reliability, security, and sustainability on BrightSignOS™
- Reduce total cost of ownership with complimentary remote player management and controls
- Achieve CMS choice flexibility with a trusted global network of leading integrated partner solutions

Technical Specifications

	LS425	LS445
I/O Package	Standard	Expanded
VIDEO & HTML5 ENGINES		
4K video decoding		X 8-bit at 60p 10-bit at 30p
Full HD at 60p video decoding	X	X
HD Image & Graphics	X	X
HTML5 Performance	Popular HTML widgets & simple motion graphics	
HTML support: HTML5, and simple motion graphics	X	X
MEDIA FORMATS		
4K Video codecs: H.265, H.264		X H.265 at 60p H.264 at 30p
4K Video Containers: .MP4, .MOV, .MKV, .WEBM, .TS, .MPG, .MPEC, .PS, .M2P, .MPV, .AVI, .HEVC, H264, .AV1, VP9, and .MJPG		X
Full HD Video Codecs: H.265/HEVC, H.264/AVC, VP9, MPEG 4 part 2, MPEG1 video, MPEG2 video	X	X
Full HD Video Containers: MP4, .MOV, .MKV, .WEBM, .TS, .MPG, .MPEG, .PS, .M2P, .MPV, .AVI, .HEVC, .H264, .AV1, VP9, and .MJPG	X	X
Images: BMP, JPEG, PNG	X	X
Audio: MP2, MP3, AAC and WAV (AC3 is passed through)	X	X
DISPLAY RESOLUTIONS		
Supports all common screen resolutions	HD	4K
Supports additional & customizable display resolutions with unique aspect ratios	X	X
ACCESSORIES		
BP200 & BP900 USB Button Pads	X	X
WD-105 Dual Antenna Wireless/Bluetooth Module	X	X
MicroSD Class 10 Cards (various capacities)	X	X
BrightSign Mobile USB Modem & Service	X	X
MISCELLANEOUS		
Operating Temperature Range	0°C to 50°C	
Dimensions (W x D x H)	126.6 x 141.84 x 19.41 mm(WxDxH)	
Player Weight	0.18 kg	
Locking Power Supply	12V / 1.5A	
Multi-Country Power & Regulatory Approvals	X	X
Built-in Wall Mounting	X	X
1 Year Warranty, parts and labor*	X	X
MSRP	$300	$400

*2 year warranty, parts and labor, for units shipped from an EU or UK distribution center and to an EU or UK address.

Contact us at sales@brightsign.biz
www.brightsign.biz

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BrightSignOS™

The power of purple.

The only purpose-built operating system that brings unrivaled reliability, security, signage power and sustainability to every BrightSign player.

SECURE

Unrivaled security that reduces risk to near zero with purpose-built file system designed to remove vulnerabilities and only runs signage.
- Exceptionally protected operating system with a secure digital signature
- Runs a singular signage application to protect against viruses
- Configurable to any type of security profile
- Security extends to integrated CMS solutions

RELIABLE

Legendary reliability with unmatched uptimes and a lower total cost of ownership.
- Persistent self-healing protocols resulting in unmatched uptimes
- Secure built-in remote player management and monitoring
- Remote diagnostics and controls to reduce costly on-site visits
- Removable storage that avoids rip/replace situations

SUPERIOR

Superior signage performance for simple to sophisticated experiences.
- Optimized to run cutting-edge video and motion graphics
- Abundant signage features available with free authoring software
- Integrated with hundreds of global CMS solutions
- Highly extensible to securely run specialized signage technologies

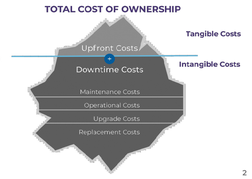
SUSTAINABLE

Unmatched sustainability through updates that stay ahead of market demands.
- Low power requirements with high performance
- Guaranteed long life cycle support for unprecedented longevity
- Free updates applied on-demand and consistent across hardware generations
- Remote re-provisioning at any time to ensure flexibility

Invest in BrightSignOS to achieve long-term success

Designed to reduce risk and save on signage.

Downtime is the most expensive investment in signage that often gets overlooked. Failure doesn't happen at implementation, it happens after. BrightSignOS™ is designed to solve and mitigate ongoing risks to avoid rip and replace situations resulting in huge savings throughout the long life of your player.



Hardware Specifications

Front View



Rear View



- USB Type C port: The USB-C port supports both device and host mode, and supports custom cable solutions such as USB-C to GPIO cable, USB-C to USB-A and 3.5 serial cable, and USB-C to IR
- Audio port: supports analog & SPDIF digital
- Real time clock: 14-day life

Software & Services

BSN. Cloud
A scalable cloud infrastructure that securely connects BrightSign players to a suite of integrated services for remote device, content, and network management.

bsn. Control
Free remote player monitoring and control service with a choice of CMS.

bsn. Content
Paid CMS service for cloud-based content, network and user management.

Partner CMS Solutions
Flexible choices with seamless player integrations

BrightAuthor: connected
Free software to provision players, access BSN.Cloud services, and connect to a variety of partner CMS solutions.



XHB554



55" Xtreme™ High Bright Outdoor Display

There has never been an outdoor daylight readable display built to withstand the harsh outdoor elements like the Peerless-AV® Xtreme™ High Bright. Featuring an IP66 Rated design and a patented thermal exhaust system, Xtreme High Bright Outdoor Displays are fully protected against water, dust, moisture and even insects. The display's cover glass is optically bonded, which increases the perceived contrast ratio and cuts down on glare, providing amazing picture quality even in direct sunlight. With an operating temperature range of -31°F to 140°F, Xtreme Displays are designed to thrive year-round outside, without worry of extreme hot or cold temperature waves. This High Bright line of commercial displays offer 2500nits of luminance to combat high ambient lighting conditions, while the ambient light sensor automatically adjusts the display's brightness to optimize the power consumption and enhance the viewing experience. Providing unmatched capabilities, Xtreme High Bright Outdoor Displays are the perfect digital signage or entertainment solution for any professional application.

- Optically bonded, anti-reflective cover glass increases the perceived contrast ratio and cuts down on glare, providing amazing picture quality, even in direct sunlight
- Daylight readable with LED backlight and full HD 1080p resolution for a bright, crisp picture
- Includes Quarter Wave Plate polarizer, allowing for portrait and landscape installations
- Fully-sealed, rugged display designed for 24/7 operation in harsh environments year-round
- Remote and Local monitoring, supported via IP addressable user interface for: Temperature, Humidity, Power Draw, Orientation and Movement diagnostics of the display
- Anti-theft, Gyroscopic sensor can be set to specific degrees and tolerances, if the display is moved beyond the set figure an email and text will be sent to the registered user

All Weather Rated (IP66)

Operating Temperature Range:
-31°F - 140°F
(-35°C - 60°C)

AMBIENT LIGHT SENSOR
Automatically adjusts brightness to best match the lighting conditions, which optimizes the display's power consumption and enhances the viewing experience (optional ALS extender accessory available)

HIGH BRIGHT OUTPUT
Offers 2500nits of light output to combat high ambient lighting conditions



FULLY-SEALED DESIGN
IP66 rating prevents the ingress of foreign materials, such as water, dust, moisture and insects, from entering the display

IK10, TEMPERED COVER GLASS
Protects the screen against vandalism and debris

HDBaseT
Provides Audio / Video, over a single shielded CAT6e up to 100m (HDBaseT Tx required)

PATENTED THERMAL EXHAUST SYSTEM
Keeps internal components properly cooled in extreme heat

VESA® MOUNTING PATTERN
Provides cost savings and flexibility in outdoor rated mount selection

RoHS FC CE IP UKCA

info@peerless-av.com
peerless-av.com

peerless-AV® Driving Technology Through Innovation

Model Numbers

WARRANTY: 2 years

XHB554	55" Xtreme™ High Bright Outdoor Display

LCD Display

SCREEN SIZE	55" Class (54.6" Diagonal)
ACTIVE SCREEN AREA	47.62" x 26.79" (1209.6 x 680.4mm)
PIXEL PITCH	.210 x .830mm
ASPECT RATIO	16:9
RESOLUTION	1920 x 1080
COLOR DEPTH	8Bit (16.7 Million Colors)
BRIGHTNESS	2,500cd/m²
COLOR GAMUT	72% NTSC
BACKLIGHT ADJUSTMENT	Automatic (Ambient Light Sensor)
CONTRAST RATIO	2000:1
VIEWING ANGLE	178° Vertical/Horizontal
DISPLAY ORIENTATION	Portrait/Landscape
BACKLIGHT	Direct LED
RESPONSE TIME	6ms (Gray to Gray)
REFRESH RATE	60Hz
OPERATING TIME	24/7

Environmental

OPERATING TEMPERATURE	-31°F - 140°F (-35°C - 60°C)
IP RATING	IP66
REGULATORY	FCC Class A, cULus, CE, UKCA

Display Features

Ambient Light Sensor, Auto Source Switching, Brightness Scheduling, Email Alerting, IP Control, Pixel Shift, Power Scheduling

Mechanical

SIZE (W x H x D)	50.07" x 29.23" x 3.92" (1272 x 742 x 100mm)
COLOR	Black
GLASS	IK10 Rated Heat Tempered Anti-Reflective Treatment Optically Bonded Quarter Wave Plate Polarizer
VESA® PATTERN	400 x 200mm 600 x 400mm 600 x 600mm 600 x 830mm
NET WEIGHT	104.5lb (47.4kg)

Power

AC INPUT	100 VAC to 240 VAC, 50 to 60 Hz
POWER CONSUMPTION	ALS Low Mode: 109.9W Typical: 195.2W Maximum: 215W
STANDBY POWER	Passive Standby = <0.5W Active Standby = <21W

Input/Output Connections

HDMI INPUT	HDMI (x2) 480i ~ 1080p CEC; HDMI 1.2 ARC: HDMI 2
CVBS INPUT	3.5mm (x1) 480i
DISPLAYPORT INPUT	DP (x1) 480i ~ 1080p
YPbPr INPUT	3.5mm (x1) 480i ~ 1080i
ANALOG AUDIO OUTPUT	3.5mm Headphone Jack (x1)
DIGITAL AUDIO OUTPUT	Optical (x1)
USB DATA INPUT	USB 2.0 (x1) Multimedia Software Upgrade
RS232 INPUT	3.5mm TRS Jack (x1)
12VDC 2.5A OUTPUT	5.5mm (x1)
USB POWER 5VDC 2.6A OUTPUT	USB (x1)
IR EXTENDER INPUT	3.5mm (x1)
IR REPEATER OUTPUT	3.5mm (x1)
AMBIENT LIGHT SENSOR EXTENDER	3.5mm (x1)
LAN INPUT	RJ-45 (x1)
HDBASET INPUT	RJ-45 (x1)

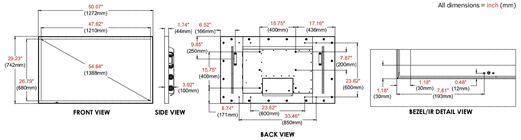
Package Specifications

	PACKAGE SIZE (W x H x D)	PACKAGE SHIP WEIGHT	PACKAGE UPC CODE	PACKAGE CONTENTS	UNITS IN PACKAGE
XHB554	55.00" x 34.13" x 8.19" (1,397 x 867 x 208mm)	119lb (53.98kg)	735029345565	Display, Waterproof IR Learning Remote Control, User's Guide, Cable Ties, 3mm Hex Wrench, Power Cord and IR Extender	1

Accessories

ACCD-05K:	5 Volt Accessory Kit
ACCD-12K:	12 Volt Accessory Kit
ACCD-ALS:	Ambient Light Sensor Extender
ACCD-IRREP:	IR Repeater
EPT650:	Outdoor Universal Tilt Wall Mount, Landscape
EPA762PU:	Outdoor Articulating Wall Mount, Landscape
ESA763PU:	Outdoor Articulating Wall Mount, Landscape
ESF655P:	Outdoor Universal Flat Wall Mount, Portrait
EST650P:	Outdoor Universal Tilt Wall Mount, Portrait
EWM1U:	Wind Rated Tilt Wall Mount, Landscape

All dimensions = inch (mm)



Architect Specifications

The Xtreme™ High Bright Outdoor Display shall be a Peerless-AV model XHB554 and shall be located where indicated on the plans. Assembly and installation shall be done according to instructions provided by the manufacturer.

Visit peerless-av.com to see the complete line of AV solutions from Peerless-AV, including outdoor displays, kiosks, display mounts, projector mounts, carts/stands, and a full assortment of accessories.

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Aurora, IL 60502 USA

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LIT-1900 rev.1

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TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #12016

STATE OF TEXAS
ERIC TIEN
142105
LICENSED
PROFESSIONAL ENGINEER
12/19/2025

PROJECT
CITY OF SHERMAN
DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

DRAWING ISSUE / REVISION

Rev. No.	Description	Date
--	FOR PERMIT	12/19/2025

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Drawing Title
ELECTRICAL SCHEDULES, NOTES, AND DETAILS

Drawing No.
LV3

Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult. Job No.	240254

Technomad PowerChiton Amplifier Series

Fully weather-proof power amplifier modules



PowerChiton (pou'ar kĭtŏn')

Fully weatherproof UV stable enclosure

Fuse protected amplifier unit

Compact and durable

Optional pole-mount

Expandable with optional ethernet, RF or twisted pair audio interfaces.

Highly efficient power amplifier unit

Available in 5 configurations: 2x 50W, 100W, 150W, 2x250W, 350W, 500W and 1500w

Integral crossover filters

Dual input with ducking

The PowerChiton series of weatherproof amplifier modules represent a new approach to outdoor audio systems. Combining a high performance, passively cooled amplifier with a IP66 rated, low profile enclosure, the PowerChiton offers the system installer or designer a new solution for the problems of distributed outdoor audio system design.

Each PowerChiton module is capable of powering a four ohm load and so can drive a pair of loudspeakers, providing more efficient and economical use of the amplifier portion of a system than can be obtained with a powered loudspeaker. Due to the efficient design of the amplifier module, only a passive radiator is needed for cooling and there are no move parts in the module, reducing failure points.

There are five sizes of PowerChiton available- a dual output 50W and 250W models and four mono block models with outputs of 100W, 150W, 350W, 500W and 1500W. While PowerChitons were optimized for use with Technomad loudspeakers, they can be used with any eight or four ohm loudspeaker.

The PowerChitons feature two line level inputs, one balanced and one unbalanced. The audio input is hardware to an internal terminal block. Each channel has an individual level control insicde the unit allowing the installer to set the levels at the time of installation. With the exception of the Nano model, each unit is a single channel amplifier with two NL4MP outputs for ease of cabling. The non-Nano units feature a switch-set ducking feature so the balanced input can duck the unbalanced input.

The PowerChitons have several integrated crossover filter options. By simply selecting which output of the internal pre-amplifier circuit is being used, the unit can be set to work in one of four modes- full range, 350Hz high pass, 85Hz high pass, 85Hz low pass.

The module can be used with standard distributed line level audio but has available expansion options enabling audio distribution via ethernet network, RDL™ Twisted Pair, Bluetooth™, Airplay™ or a variety of wireless distribution systems.

The PowerChitons can be installed with the included mounting feet. Pole mount adaptors are also available.

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Telephone: 800.464.7757 Fax: 617.424.8233
Email: sales@technomad.com Web: http://www.technomad.com

Technomad PowerChiton Amplifier Series

Performance Specifications

PowerChiton Nano	50W x 2 @ 8Ω 100W x 1 @ 4Ω
PowerChiton Micro	100w @ 8Ω 200w @ 4Ω
PowerChiton 1	150W @ 8Ω 300W @ 4Ω
PowerChiton 1+, 2 channel version	250Wx2 @ 8Ω 500Wx2 @ 4Ω
PowerChiton 2	350w @ 8Ω 700w @ 4Ω
PowerChiton 3	525w @ 8Ω 1100w @ 4Ω
PowerChiton 4	1500w @ 8Ω, 4Ω

Common specifications across series:
- Output power measurements based on 10Hz-20kHz/ AES17 meas. filter

* THD + N in 4Ω	Max. 01%
* Bandwidth limit	80 kHz (8Ω)
* Total efficiency	81% @ 100w , 8Ω
* Dynamic range	115 dBA

General Specifications

Power input	6' 12/3 AWG grounded cord
Audio input	terminal block: 1x balanced, 1x unbalanced
Crossover points	full range, 350Hz high pass, 85Hz high pass. 85Hz low pass
Audio output	2x NL4MP Speak-On (mono)
Operating Temperature	0-50˚C
Mounting options	Flange mount Pole mount Speaker mount

Physical Specifications

Cabinet	Polycarbonate (gray)
Flame rating	UL94
Outdoor UV rating	UL tested
IP Rating	IP66

PowerChiton Nano
6.5" / 165mm x 6.5 / 165 x 5.2 / 132, 6 lb. / 2.7 kg.

PowerChiton Micro
10.50"/266mm x 6.50 / 165 x 5.20 /132, 9 lb. / 4.1 kg.

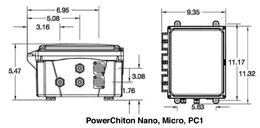
PowerChiton 1
10.50"/266mm x 6.50 / 165 x 5.20 /132, 9 lb. / 4.1 kg.

PowerChiton 1+, 2 channel version
10.50"/266mm x 8.50 / 216 x 5.20 /132, 9 lb. / 4.5 kg.

PowerChiton 2
10.50"/266mm x 8.50 / 216 x 7.35 / 187, 9.3 lb. / 4.2 kg.

PowerChiton 3
10.50"/266mm x 8.50 / 216 x 7.35 / 187, 10 lb, 4.5 kg.

PowerChiton 4
12.50"/317mm x 10.50 / 266 x 7.35 / 187, 15 lb., 6.8 kg.



PowerChiton Nano, Micro, PC1

Architectural and Engineering Specifications

The amplifier shall be a single, passively cooled type integrated into a weatherproof, polycarbonate NEMA enclosure rated for IP66 exposure. The unit shall be fuse-protected and capable of operating off of either 120vAC or 220vAC power. The unit shall offer options for flange mounting and pole mounting. The unit shall be rated for UV resistance.

The unit shall be capable for operating a 8 ohm and 4 ohms. The unit shall have a THD + N less than .01%.

The unit shall have a total efficiency of better than 81%

The unit shall be expandable to operate as a network audio device with optional ethernet module. The unit shall be expandable to operate on a FM wireless system with optional wireless module. The unit shall be expandable to operate with RDL Twisted Pair™ distribution systems.

The unit shall be a Technomad PowerChiton.

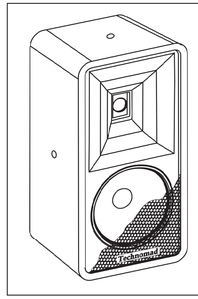
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Vernal 15

MP Series

Ultra-Compact, 2-Way Full-Range All Environment Loudspeaker



Superb audio quality

Horn-loaded 1" HF compression driver

Fully weatherproof construction

Optional multi-tap 70-volt transformer

Molded-in colors will not crack or fade

Comprehensive warranty: 10 year cabinet, 5 year hardware, 2 year electronics

1/4-20 T-Nut flypoints on each end

Two rear 1/4-20 T-Nuts for bracket mounting

Three layer, chemically treated, WeatherTech™ grill

Twelve (12) optional cabinet colors

Self-draining cabinet design

Mil-Spec 810E compliant

Unrivaled projection in the ultracompact loudspeaker class

One-piece 3/8" thick molded cabinet

The smallest of the MP Series of loudspeakers, the Vernal 15 is the perfect loudspeaker for any application where ultra-compact size and powerful full-spectrum sound are required. No other ultra-compact loudspeaker can rival the sensitivity and power-handling of the Vernal 15.

The Vernal 15 features a true horn-loaded high frequency driver, resulting in much better throw and vocal intelligibility in high ambient noise environments than any dome-tweeter loaded loudspeaker. Only the highest quality metalized polypropylene capacitors and heavy gauge inductors are used in Technomad networks. The grill, is black stainless steel. Technomad cabinets are cast from Mil-Spec polyethylene, carry a 10-year warranty and are self-draining. From the inside out, every part of every Technomad loudspeaker is designed to provide optimum performance in even the worst conditions.

The Vernal 15 was designed for maximum flexibility and ease of use. Developed with the needs of contractors in mind, the Vernal 15 incorporates a wide range of mounting options. Threaded 1/4-20 inserts on each end allow easy suspension or yoke-yoke-bracket installation. The Vernal 15 has two 1/4-20 inserts on the back of the cabinet which are compatible with a wide range of wall-mounting brackets including the optional stainless steel Technomad Vernal bracket.

Combining excellent sound reproduction with high power-handling in an architecturally neutral cabinet, the Vernal 15 is used worldwide in applications such as resorts, theme parks, restaurants, residences, and cruise ships.

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Tina Drive South Deerfield, MA, 01373

Specifications
Vernal 15

Audio Specifications

Frequency Response	80Hz- 20kHz (+/- 2 dB) 55Hz- 20kHz (+/- 10 dB)
Maximum Continuous Power¹	200 watts
Maximum Peak Power¹	400 watts
Recommended Amplifier Power	150 watts
Sensitivity *	94 dB SPL
Maximum Output (long term)¹**	117 dB SPL
Maximum Output (peak)	120 dB SPL
HF Dispersion	120° V x 120° H
Nominal Impedance	8 ohms

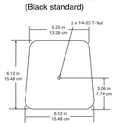
Signal Chain

HF	1" Horn Loaded Compression Driver
LF	5.0" Polypropylene Driver
Connectors	1x two-pole terminal block
Crossover	Passive Internal
70-Volt (option)	10, 20, 40, 60 watt switchable taps

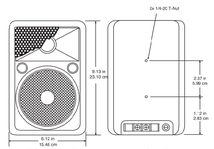
1 Based on ALMA EIA test 426B and AES 1984 Rev. 2003
* RTA Total output axial 1W@1M
** Based on Maximum Continuous Power rating

Physical Specifications

Height	9.1"	23.0cm
Width	6.1"	15.4 cm
Depth	6.1"	15.40 cm
Weight	8.5 lb	3.86 kg
Shipping Weight	10 lb	4.54 kg
Fittings	2 x 1/4-20 inserts (1 ea. end) 2 x 1/4-20 on back for multi-mount	
Cabinet	Mid-density Polyethylene	
Grill	Stainless Steel Weather Tech™ (Black standard)	



Vernal 15 End View



Vernal 15 Front View

Vernal 15 Back View

Architectural and Engineering Specifications

The loudspeaker system shall be of two-way type consisting of a 5" low frequency cone type transducer in a ported enclosure and a horn-mounted 1" compression driver.

The system shall meet the following performance criteria: Frequency Response: 80Hz - 20 kHz. Power Handling: 200W. Rated Impedance shall be 8 ohms. High frequency dispersion shall be 120° H x 120° V. The loudspeaker shall have an optional 70-volt transformer, with power taps selected by a rotary switch. The system shall include an internal passive crossover network, and electrical connection via a screw-terminal block.

The cabinet shall be moulded from mid-density polyethylene.

All cabinet dyes shall be non-heavy metal based. The cabinet shall have a 10 year warranty. The system shall have two 1/4-20 flypoint inserts on each end for yoke mounting.

The system shall also have two 1/4-20 flypoint inserts on the back of the cabinet to allow attachment of an multi-mount bracket.

All drivers shall be protected by a three-layer chemically treated grill system. Cabinet drainage shall be provided by bleed holes.

The loudspeaker system shall be the Technomad Vernal 15.

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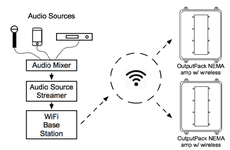
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Technomad Wireless Audio, WiFi version - Overview

System Overview

The WiFi wireless audio distribution solution uses a closed WiFi system, or WiFi system configured to protect required bandwidth needed) to stream audio from one or more source points to one or multiple PowerChiton amplifiers with integrated audio receivers and WiFi access points. Technomad provides the source and output components but does not provide the WiFi 'backbone' of router(s). The number of WiFi routers needed to dependent on details such a site scope, topography, layout and more so is best determined by a local installation expert.

The system is comprised of WiFi components and streaming components. Each component is pre-programmed with a set IP address which corresponds to the component's function within the system. The streaming source encoder is configured to stream to the IP address of the output unit(s). When the streaming source unit received audio in to the line level inputs on the device, it will then encode that audio to data and stream to pre-programmed



Signal Chain

The local audio sources for the system should be run through an audio mixer to provide one, summed signal. The mixer output should connect to the source streamer audio input. The network connection on the source streamer connects to the network connection on the WiFi base station unit. The base station then distributes the streaming audio as data to the output unit(s), where the internal receivers convert that data to audio and output it to the local amplifier.

Multiple Source Points and Zone Control

It is possible to have multiple streaming sources for a wireless output system. The system works on a 'first come, first served' basis - if the system is idle, any streaming source on the system can initiate audio playback. Once a stream is happening, a second source cannot address the output units until the first source has stopped sending data.

As each streaming source is configured to target a set of output units using the web UI of the source module, it is easy to configure different source units on the system to target different sets of output units. For example, in a town audio installation, one source unit might target all output locations and a secondary location at the town center park might only target the speakers local to the park for local events like ceremonies or events.

Initial Set-Up

The streaming source and output units each have a unique IP address which is used for the source to target the outputs. Each PowerChiton has an internal WiFi access point which needs to be configured to access the local WiFi backbone provided by the installer. If the system is a closed network, the installer may opt to keep the default IP addresses of the units but it is also possible to simply change the IP info for all system components to work with an existing system if needed. Each output location must have access over the network to the source unit. If using a WiFi system with other clients (public WiFi, etc…), the audio stream traffic must be given protected bandwidth or priority traffic to ensure there are no audio drop-outs. If additional coverage or bandwidth is required to

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Technomad Wireless Audio, WiFi version - Overview

ensure sufficient network quality between all locations, additional routers or directional antenna may be required. In this system configuration, each PowerChiton amplifier has an internal network hub connecting the streaming receiver, WiFi access point and an external, weatheproof ethernet jack. This allows the installer to access and configure the units without opening up the amplifier.

System Levels

Each output streaming receiver has an internal output level which can be set via a web UI. The units are factory set for optimum amplifier performance but can be reduced if necessary. The audio inputs to the source streamer should not be overdriven. The input levels can be checked using the web UI for that device. To access the web UI for a streaming component, log into the device using the IP address of the unit in question. Do not change any settings other than audio level without consulting Technomad to avoid any problems.

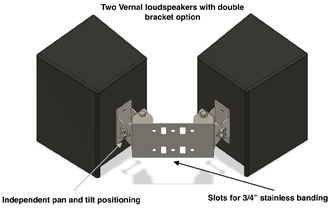
Installation

The overall system concept is highly scalable and configurable. Different models of PowerChiton amplifiers and speakers can be mixed as needed to provide different levels of SPL / impact across the installation. The most common output cluster is two Technomad Vernal speakers with one dual stainless mounting bracket and a PowerChiton Micro amplifier with integrated streaming receiver and WiFi access point. Both the dual mounting bracket and PowerChiton can be mounted to poles using stainless banding and, in the case of the PowerChiton, the optional pole-mount adaptor. The 3' dual Vernal cable allows both speakers to be run off of one amp output providing a compact, easy to install set of gear. The PowerChiton Micro has a max draw of 4A of 120VAC power and an idle draw of 200mA. All additional electronics in the amplifier share the same AC power input so only one outlet is needed.



PowerChiton Micro with two Vernals on a streetlight

Two Vernal loudspeakers with double bracket option



Independent pan and tilt positioning

Slots for 3/4" stainless banding

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TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #14016

STATE OF TEXAS
ERIC TIEN
142105
LICENSED
PROFESSIONAL ENGINEER
12/19/2025

PROJECT
CITY OF SHERMAN
DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

DRAWING ISSUE / REVISION

Rev. No.	Description	Date
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Drawing Title
ELECTRICAL SCHEDULES, NOTES, AND DETAILS

Drawing No.
LV4

Scale			
Dwg By	C.GOFF	Check By	E. TIEN
		Consult. Job No.	240254

FINISH KEYNOTES	
SYMBOL	DESCRIPTION
①	RESTORE SOD
②	RESTORE CONCRETE. 5" SLAB, #4 REBAR, 18" o/c
③	REBASE/MOUNT PARKING SIGNS THROUGHOUT





1 FINISH PLAN
SCALE: 1/32" = 1'

RES Root Engineering Services
Mechanical, Electrical & Plumbing Systems Consultant
45 FM 3356 VAN ALSTYNE, TX 75495
PHONE 903-375-9303 FAX 847-775-1503
TEXAS PROFESSIONAL ENGINEERING DESIGN FIRM #16016

STATE OF TEXAS
ERIC TIEN
142105
LICENSED
PROFESSIONAL ENGINEER
12/19/2025

PROJECT
CITY OF SHERMAN
DOWNTOWN LIGHTING
100 W. HOUSTON ST
SHERMAN, TX 75090

DRAWING ISSUE / REVISION

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Drawing Title: FINISH

Drawing No.: F1

Scale			
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		Consult Job No	240254

City of Sherman Verifications and Certifications Required By Law
Must be notarized and returned with submission

House Bill 89-Section 2271 Verification Pursuant to Section 2271.001, Texas Government Code, as amended:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit

I, Seton Hawkins, the undersigned representative of Hawk Builders, LLC being an adult over the age of eighteen (18), do hereby verify that the company named herein, under provisions of Subtitle F, Title 10, Government Code 2271, as amended:
Does not boycott Israel currently; and will not boycott Israel during the term of the contract with the City of Sherman.

Senate Bill 252-Chapter 2252 Certification
Effective September 1, 2017, contracts with companies engaged in business with Iran, Sudan, or a foreign terrorist organization is prohibited. A governmental entity may not enter a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051 or 2252.153. The comptroller shall prepare and maintain, and make available to each government entity, a list of companies known to have contracts with or provide supplies and services to a foreign terrorist organization.

I, Seton Hawkins, the undersigned representative of Hawk Builders, LLC being an adult over the age of eighteen (18), pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, as amended, certify that the company named herein is not listed on the website of the Comptroller of the State of Texas concerning the listing companies that are identified under Section 806.051, Section 807.051 or Section 2253.153, as amended. I further certify that should the named company enter a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the City of Sherman.

Senate Bill 13-Chapter 2274 Verification Pursuant to Section 2274.001, Texas Government Code, as amended:

1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:
    a) Engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or
    b) does business with a company described by paragraph (a) above; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, Seton Hawkins, the undersigned representative of Hawk Builders, LLC being an adult over the age of eighteen (18), do hereby verify that the company listed herein, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended: does not boycott energy companies currently; and will not boycott energy companies during the term of the contract with the City of Sherman.

Senate Bill 19-Chapter 2274 Verification pursuant to Section 2274.001, Government Code, as amended:

1. "Discriminate against a firearm entity or firearm trade association"
    a) Means, with respect to the entity or association, to
        i. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; or
        ii. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
        iii. terminate an existing business relationship with the entity or association based solely on its status a firearm entity or firearm trade association; and
    b) does not include:
        i. the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or
        ii. a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply

with federal, state, or local law, policy, or regulations or a directive by regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, major-owned subsidiary, parent company or affiliate of these entities or business associations that exist to make a profit.

I, Seton Hawkins, the undersigned representative of Hawk Builders, LLC being an adult over the age of eighteen (18), do hereby verify that the company named herein, under provisions of Subtitle F, Title 10, Government Code 2274. As amended: Does not boycott energy companies currently; and will not boycott energy companies during the term of the contract with the City of Sherman.

Senate Bill 2116-Chapter 2274 Verification pursuant to Section 2274.0101, Texas Government Code, as amended:

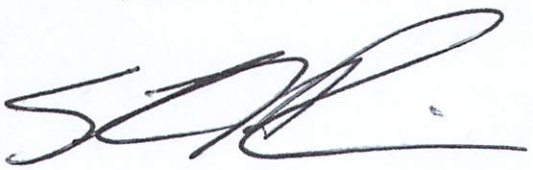
1. "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electrical grid, hazardous waste treatment system, or water treatment facility.
2. "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.
3. "Designated Country" means a country designated by the Governor as a threat to the critical infrastructure under Section 113.003

I Seton Hawkins the undersigned representative of Hawk Builders, LLC, being an adult over eighteen (18) years of age, do hereby verify that the company named herein, under the provisions of Subtitle F, Title 10, Government Code 2274, as amended:

1. Will not be granted direct or remote access to, or control of, critical infrastructure in this State, excluding access specifically allowed by the governmental entity for product warranty and support purposes; and
2. Is not owned by or the majority of stocks or other ownership interest of the company is held or controlled by: (i) individuals who are citizens of China, Iran, North Korea, Russia or a designated country; or (ii) a company or other entity, including a government entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country. Regardless of whether the company's or its parent company's securities are publicly traded; or the company or its parent company is listed on the New York Stock

Exchange as: a Chinese, Iranian, North Korean or Russian company; or a company of a designated country "Cybersecurity" means the measures taken to protect a computer, computer network, computer system, or other technology infrastructure against unauthorized use or access.

Return pages 14-17, Verifications and notarized signature with your response



THE STATE OF Texas

COUNTY OF Grayson

BEFORE ME, the undersigned notary public on this day personally appeared

Seton Hawkins on behalf of

Hawk Builders LLC (Company), who, being duly sworn, stated under oath that he/she has read the foregoing Verification required by Texas Government Code Section 2270.002 and said statements contained therein are true and correct.

SWORN TO AND SUBSCRIBED before me on the 1 day of June 2026



Ashlee Hawkins

NOTARY PUBLIC IN AND

FOR THE STATE OF Texas

Suspension and Debarment Certification

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be given to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned and duly authorized agent for the Company named below, certify that neither this Company nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: Hawk Builders, LLC

FEDERAL TAX ID or SOCIAL SECURITY No. 83-4351909

Signature of Company Official: 

Printed name of company official signing above: Seton Hawkins

Date Signed: 6/1/2026

IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840

Puede comunicarse con el Departamento de Sequros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Bid Bond
SURETY DEPARTMENT

Conforms with the American Institute of Architects, A.I.A Documents No. A-310

KNOW ALL MEN BY THESE PRESENTS,

That we, **Hawk Builders, LLC** as Principal hereinafter called the Principal, and **Westfield Insurance Company** a corporation created and existing under the laws of the State of **Ohio** whose principal office is in **Westfield Center, OH** as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Sherman** as Obligee, hereinafter called the Obligee,

in the sum of **Five Percent of the Greatest Amount Bid** Dollars **(5% GAB)** for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for **City of Sherman Downtown Lighting**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this **2nd** day of **June**, **2026**

Hawk Builders, LLC

(Principal)

By _____(SEAL)

Westfield Insurance Company

(Surety)

By _____(SEAL)
Brady Wilson, Attorney-in-fact



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/10/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **4220012 14**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

TONY FIERRO, JOHNNY MOSS, JAY JORDAN, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JAROD JAGGERS, CALEB HALE, RYAN COX, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit,** and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **10th** day of **OCTOBER** A.D., **2024** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **10th** day of **OCTOBER** A.D., **2024** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH;** that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

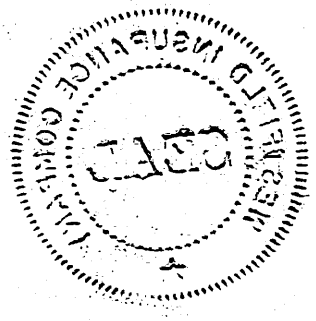
State of Ohio
County of Medina ss.:

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of June A.D., 2026.

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (05-24)


FILED
INSURANCE COMMISSIONER

Answers on Next pages

STATEMENT OF RESPONDENT'S QUALIFICATIONS

(To be submitted by the RESPONDENT with the bid package)

To allow the City to determine the lowest responsible RESPONDENT, the following information shall be provided. Attach separate sheets as needed.

1. Name of RESPONDENT

2. Type of organization, i.e., corporation, sole proprietor, partnership, etc.

3. Permanent main office address.

4. When organized.

5. If a corporation, where incorporated.

6. State how many years you have been engaged in the contracting business under your present firm or trade name and give all other names under which your organization has operated in the last 10 years.

7. State the name of all corporate officers, or partners, or the owners, as appropriate.

8. State the company tax identification number, or, if a sole proprietor, the proprietor's social security number.

9. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate dates and current percent of completion). Provide name, address, and telephone number of the project owner and the engineer.

10. General character of work performed by your company.

11. Have you ever failed to complete any work awarded to you?

12. Have you ever defaulted on a contract? If so, where and why?

13. List your important projects, of similar size recently completed by your company, and for whom, stating the approximate cost for each, and the month and year completed. Provide name, address, and telephone number of the project owner and engineer.

14. List of your major equipment available for this contract.

15. Experience in construction work similar in importance to this project.

16. Background and experience of the principal members of your organization, including the officers and the proposed Project Superintendent.

17. Credit available.

18. Give three credit references, one of which must be a financial institution.

Statement of Respondent Qualifications

1. Hawk Builders, LLC
2. Partnership Limited Liability company
3. 301 West Main ST, Gunter, TX 75058
4. 2019
5. State of Texas LLC
6. We have been in business for 8 years since 2019.
7. Seton and Ashlee Hawkins are the Partners and Managing Members
8. 83-4351909
9. We have two contracts on hand.

a) Greater Texoma Utility District and City of Sherman Waster Water Laboratory Remodel and Addition. The contract amount is 2.6 million. We are 99% complete. Job started in January 2025 and we obtained Substantial completion on March 19th of 2026. The project Owner is Greater Texoma Utility Authority and the City of Sherman. The engineer is Freeman Millican at 9330 Lyndon B Johnson Ste 1225 Dallas, TX 75243.

b) Second Contract is City of Celina Public Works Parking Lot Additon. The contract is 3.7 million. We are 95% complete. Job started in May 2025 and pending substantial completion of June 2026. The owner is the City of Celina at 142 N Ohio St, Celina TX 75009. The engineer is TRC Engineers at 700 Highlander Blvd ste 210 Arlington, TX 76015.

10. We are a general contractor that self performs our own concrete work. We do site work projects all the way to New buildings.
11. We have never failed to complete any work.
12. We have not defaulted on any contract.
13.

    a. City of Sulphur Springs Senior Center

        i. City of Sulphur Springs

        ii. Tory Niewiadomski, Assistant City Manager

        iii. 125 South Davis St, Sulphur Springs, TX 75482

        iv. (903) 885-7541

        v. New build 11,700sf senior center with sitework package. Federally funded project.

vi. The contract value was 4.6 million.

vii. The building was 11,700sf and the site was over an acre.

viii. The date of completion was March 31, 2024.

ix. Delivery Method was Design-Bid-Build (traditional)

x. Hawk acted as the General Contractor

a) Ennis ISD DAEP Building

i) Ennis ISD

ii) Ryan Mccabe- Facilities Manager Ennis ISD

iii) 303 West Knox St, Ennis TX 75119

iv) (972) 921-5223

v) Renovation of an existing Shop Building into a facility used for housing the DAEP students. It was a complete interior finish-out that included a storm shelter.

vi) The project overall budget was over 2 million.

vii) It was over 8,000 sf interior finish out.

viii)Completion date was September of 2022

ix) Delivery Method was CMMP

a) City of Sherman Wastewater Treatment Laboratory

i) Owner: City of Sherman

ii) Kylar Christison, Assistant Laboratory Manager

iii) 288 Post Oak Rd, Sherman TX 75090

iv) (903) 487-1992

v) New build 3,600sf Laboratory and Renovation of Existing Laboratory

vi) The contract value was 2.8 million.

vii) The new addition was 3,600sf

viii)The date of completion was March 31, 2026.

ix) Delivery Method was Design-Bid-Build (traditional)

14. We have skid steers, drill trucks, pole trucks, scissor lifts available for this job.
15. We just finished a site work package for the City of Celina and installed multiple light poles and concrete paving for their new parking lots. Most of our new building work also includes parking lots and lighting infrastructure with AV work.
16. Seton Hawkins has been in the industry for 20 years and serves as the head Project Manager for projects and is the owner. Tommy Rocka will be the superintendent on the job and has over 40 years of experience managing mulit-million dollar construction projects.
17. Hawk Builders has 150,000 line of credit at First Federal Community Bank in Paris Tx.
18. 1. First Federal Community Bank, Paris Tx: Brad Myers, CEO (903) 495-2550

    2. White Cap Industrial- David Williams Account Manager (281) 889-7105

    3. SRS Building Products- Carlos Rodriguez Account Manager (469) 834-9092

19. Texas Mutual Insurance P.O. box 12058, Austin TX 78711
20. No claims against us
21. Hawk Builders EMR is a 1.0. They do not give out an EMR rating under 1.0 to contractors who have a total revenue below 10 million.
22. We have had no litigation.

19. State the name and address of each of your Workmen's Compensation insurance carriers for the last 5 years.

20. List each claim made against you by your employees or third parties for personal injury, death, or property damage in each of the last 3 years.

21. Provide a current copy of your official Experience Modification Ratio (EMR).

22. List any and all litigation including arbitration, administrative proceedings, and mediation in which you have been a plaintiff or defendant involving any owner, architect or engineer over the past 5 years. This list should be in sufficient detail to explain the positions of the various parties and the ultimate outcome as to the damages awarded (if any). This list shall be considered material as respects the final awarding of any contract connected with the bid. (State "none" or submit information on attached sheet).

23. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this Statement of Respondent's Qualifications

Dated at Grayson County, this 1 day of June 2026.

Hawk Builders, LLC
Name of Respondent

By: _____

Title: President

STATE OF Texas

COUNTY OF Grayson

Seton Hawkins, being duly sworn, deposes and says that he is Hawk Builders LLC (name of contractor), and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 1 day of June, 2026.

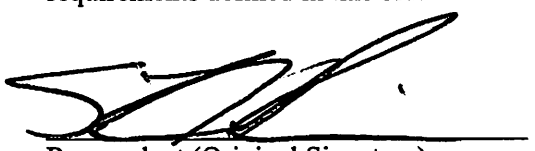
Ashlee Hawkins
Notary Public
My commission expires: 3-30-2027

ASHLEE HAWKINS
Notary Public, State of Texas
Comm. Expires 03-30-2027
Notary ID 134280883

Insurance Requirement Affidavit

To Be Completed by Respondent Must be submitted with Bid

I, the undersigned Respondent, certify that the insurance requirements contained in this proposal document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Sherman, I will be able to, within ten (10) business days after being notified of such award by the City of Sherman, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.



Respondent (Original Signature)

Seton Hawkins

Respondent (Print Name)

RESPONDENT'S BUSINESS NAME:

Hawk Builders, LLC

(Print or Type)

RESPONDENT'S ADDRESS:

301 West Main St.

Gunter, TX 75058

NOTE TO RESPONDENT
If the time requirement specified above is not met, the City has the right to reject this bid and award the contract to another respondent. If you have any questions concerning these requirements, please contact the Director of Engineering for the City of Sherman at (903) 892-7327.

BID SUBMITTAL

DATE: 6/2/2026
BID Number: **CSP 2026-12**
PROJECT NAME: **City of Sherman Downtown Lighting – 100 W. Houston Street**

Bid of Hawk Builders, LLC
(hereinafter called Respondent)

To the Honorable Mayor and City Council City of Sherman, Texas (hereinafter called City).

Ladies and Gentlemen:

The Respondent, in compliance with your Invitation to Bid for the City of Sherman Downtown Lighting – 100 W. Houston Street, having carefully examined the plans, specifications, instructions to respondents, notice to respondents and all other related Contract Documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and Contract Documents, within the time set forth therein and at the price stated below.

The Respondent binds itself on acceptance of its bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

BASE BID

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
01	Mobilization	1	LS	75,000.00	75,000.00
02	Traffic Control	90	DAY	170	15,300.00
03	SW3P Implementation & Maintenance	1	LS	2,500.00	2,500.00
04	Demo & Haul Off Existing Asphalt & Concrete Paving	700	SY	36.00	25,200.00
05	Electrical	1	LS	597,000.00	597,000.00
06	Concrete	700	SY	100	70,000.00
07	Sodding of Disturbed Areas	8	PL	1,200.00	9,600.00
	Contingency	1	LS	$ 50,000.00	
	Words Eight hundred forty four thousand six hundred				844,600.00 Numbers

and no/100

Due to volatility in supply, labor, and construction market, the following shall be applicable in the event the CITY or CONTRACTOR needs to increase the Contract, a contingency bid allowance is set forth from the City to use to cover unanticipated costs.

A. The Total Bid Price is supplemented by the Contingency Allowance. If the City uses its right to use all or a part of Contingency Allowance shown in the Bid Submittal, the City will issue a *Contingency Allowance Authorization* that will document the cost to which the 1) allowance is given, 2) Contractor's entitlement to compensation, and 3) consequent reduction of the remaining contingency.
B. Prior to release of final payment and retainage as set forth in these Contract Documents, the final unused portion of remaining contingency, will be duly accounted for.

Of the above Base Bid, 422,300.00 is the amount of materials actually incorporated into the project. All other costs are those associated with installation and labor costs.

Respondent hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the City and to substantially complete the Base Bid project in accordance with the days input below, thereafter as stipulated in the specifications and other Contract Documents.

Contractors proposed CONSTRUCTION TIME for completion

TOTAL CALENDAR DAYS: 160 **(to Substantial Completion)**

TOTAL CALENDAR DAYS: 206 **(to Final Completion)**

Respondent hereby further agrees to pay to City as liquidated damages the sum of **($ 500.00)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the Special Provisions of the Contract Documents.

Liquidated Damages shall not apply if the delay or failure to perform is the result of or occasioned by a Force Majeure event. For the purposes of this document, the term "Force Majeure" means any event beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war, terrorism, sabotage, threats of sabotage or terrorism, riot, civil commotion or disturbances, insurrection, pandemics, endemics, shortages of materials, equipment, supplies, personnel or labor, government, quasi-governmental or de facto governmental action, inaction or shutdown, transportation disasters, whether by ocean, rail, land, or air, lightning, earthquakes, fires, mudslides, explosions or floods, strikes, slowdowns or work stoppages; provided, however, in no event shall Force Majeure include a party's financial inability to perform, and the party claiming delay or failure of performance as a result of any Force Majeure event must deliver written notice of the commencement of any such delay resulting from a Force Majeure event not later than seven (7) days after the claiming party becomes aware of or should have become aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a Force Majeure event causing such delay, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this provision with respect to such event

Respondent understands and agrees that this bid submittal is completed and submitted in accordance with the "Instructions to Respondents."

The undersigned Respondent hereby declares that its authorized agents have visited the site of the work and have carefully examined the plans, specifications and Contract Documents pertaining to the work covered by this bid, and further agrees to commence work on or before the date specified

in a written notice to proceed, and to substantially complete the work on which it has bid, as provided in the Contract Documents.

All items, labor, materials, equipment, facilities, incidentals and work required for construction of the project are to be provided and installed by the Contractor as part of the project and payment for the cost of such shall be included in the price bid for the construction of the project.

Prices must be shown in words and figures for each item listed in the BID SCHEDULE. In the event of discrepancy, the words shall control.

Materials, which are "tax exempt", are those items which are physically incorporated into the facilities constructed for the City of Sherman, as set forth in the Special Provisions. Materials include, but are not limited to purchased items; such as water pipe, sanitary sewer pipe, storm drainpipe, etc.

Services, which are "not tax exempt", are those items which are used by the Contractor but are not physically incorporated into the City of Sherman's facility and/or items which are consumed by construction, as set forth in the Special Provisions. Services include, but are not limited to, items such as supplies, tools, skill and labor, the purchase, rental or lease of equipment, etc.



Respondent's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for_____Dollars ($ _____) or a Bid Bond in the sum of 5% of Bid Dollars ($_____), which it is agreed shall be collected and retained by the City as liquidated damages in the event the bid is accepted by the City and the undersigned fails to execute the necessary Contract Documents, insurance certificates, and the required bond (if any) with the City within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Pursuant to Texas Local Government Code 252.043(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Respondent understands and agrees that the contract to be executed by Respondent shall be bound and include all Contract Documents made available to it for its inspection in accordance with the Notice to Respondents.

6/2/26
Date:

Authorized Signature

Seton Hawkins
(Printed or Typed Name)

Hawk Builders, LLC
Company

301 West Main St
Address

Gunter, Grayson
City, County

TX, 75058
State Zip Code

Telephone: 214 - 934-1149

Fax: _____ - _____

FEDERAL TAX ID or SS No.

83-4351909

EMAIL: shawkins@hawkbuildersdev.com

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 5/20/26

Addenda No. 2 Date 5/26/26

Addenda No. _____ Date _____

Addenda No. _____ Date _____

AN INDIVIDUAL

By: _____ (Seal)
(Individual's Name)

Doing Business as: _____

Business Address: _____

_____

_____

Phone Number: _____

A PARTNERSHIP

By:  Hawk Builders, LLC
Seton Hawkins
(Firm Name) (Seal)

Seton Hawkins
(General Partner)

Doing Business as: Hawk Builders, LLC

Business Address: 301 West Main St.

Gunter, TX 75058

_____

Phone Number: 214-934-1149

A CORPORATION

By: _____
(Corporation Name)

_____
(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

_____
(Title)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address: _____

_____

_____

Phone Number: _____

A JOINT VENTURE

By: _____
(Full Name)

_____
(Address)

By: _____
(Full Name)

_____
(Address)

(Each Joint Venture must sign. The manner of signing for each Individual, Partnership and Corporation that is a party to the Joint Venture should be in a manner indicated above.)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Hawk Builders Sales, Hawkins		6/2/26
Name of signatory	Signature	Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

City's Insurance Requirements Exhibit C

I. GENERAL INSURANCE REQUIREMENTS –

A. All policies shall name the City of Sherman, its officers, agents, representatives and employees as additional insureds as to all applicable coverage, with the exception of workers compensation insurance.

B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies, evidenced by return receipt or United States Certified Mail.

C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas and shall have a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and all applicable endorsement(s) evidencing the required insurance shall be submitted prior to commencing work under this Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and all applicable endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – "X" means that the following coverage is required for this Agreement.

X	1. Worker's Compensation & Employers Liability	$100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
X	2. General Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
X	3. Automobile Liability	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	4. XCU Coverage	Minimum $1,000,000.00 each occurrence Minimum $2,000,000.00 in the aggregate
__	5. Professional Liability	Minimum $1,000,000.00 each claim Minimum $2,000,000.00 in the aggregate
X__	6. Umbrella Coverage or Excess Liability	An amount of $2,000,000.0

X 7. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.

X 8. General Liability Insurance provides for a Waiver of Subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.

X 9. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 10. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

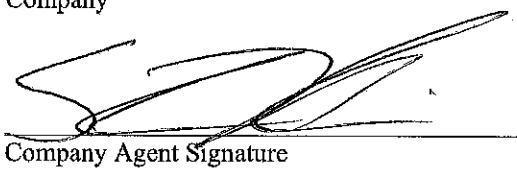
X 11. The Certificate of Insurance must state the project title.

__ 12. Other requirements (stated below)

Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of $100,000 per injury, $300,000 per occurrence, and $100,000 per occupational disease.
Texas doesn't require most private employers to have workers' compensation. But private employers who contract with government entities must provide workers' compensation coverage for the employees working on the project. Some contractors may require their subcontractors and independent contractors to have workers' compensation.

By signing this form, you agree to carry the insurance as outlined herein and provide a Certificate of Insurance to the
City upon request.

Hawk Builders, LLC
Company



Company Agent Signature

Seton Hawkins
Printed Name

6/23/26
Date

****Remainder of this page intentionally left blank****

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.4.

Meeting Date: 7/6/2026

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, City Manager

Caption:

**** RESOLUTION NO. 7656***

Authorizing Execution Of An Agreement Between Grayson County, Texas And The City Of Sherman, Texas To Exchange Maintenance Responsibilities For Certain Roads.

Issue:

To consider an agreement for exchanging maintenance responsibilities for certain roads between Grayson County, Texas and the City of Sherman, Texas.

Background:

The City and Grayson County wish to execute an agreement for public road maintenance of certain roads (including blading, overlay, pothole repair, shoulder work, and brush cutting as needed). County shall provide qualified personnel and maintain its equipment in safe operating condition when performing work inside the City limits. City shall provide qualified personnel and maintain its equipment in safe operating condition when performing work in the unincorporated area of the County. Each Party shall comply with the applicable federal, state, and local laws, regulations, and permitting requirements when performing work under this Agreement. The Agreement shall become effective as of the date of execution by the last Party to sign hereto and shall thereafter remain in full force and effect unless and until amended, modified, or terminated pursuant to a written instrument executed by duly authorized representatives of both Parties.

Capital Improvement Program:

Origination:

Department of Public Works

Financial Consideration:

This is a reciprocal, no-cash-exchange agreement. Each Party shall bear its own costs for labor, equipment, and materials used in performing maintenance on the roads. No payment or reimbursement shall be required from one Party to the other.

Staff Recommendation:

It is recommended that the Agreement between Grayson County, Texas and the City of Sherman, Texas for public road maintenance of certain roads be authorized.

Alternatives:

As may be recommended by the City Council

Attachments:

1. Resolution No 7656
2. Agreement between Grayson County and City
3. Exhibit A City -County Map

RESOLUTION NO. 7656

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN GRAYSON COUNTY, TEXAS AND THE CITY OF SHERMAN, TEXAS TO EXCHANGE MAINTENANCE RESPONSIBILITIES FOR CERTAIN ROADS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City of Sherman, Texas and Grayson County, Texas are authorized to enter into an agreement to exchange maintenance responsibilities for certain roads. This is a reciprocal, no cash-exchange agreement. Each Party shall bear its own cost for labor, equipment, and materials used in performing maintenance on the roads. No payment or reimbursement shall be required from one Party to the other. All obligations under this Agreement shall be payable only from current revenues available to the paying Party in the fiscal year in which the obligation is incurred.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of July 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

INTERLOCAL AGREEMENT BETWEEN GRAYSON COUNTY, TEXAS AND THE CITY OF SHERMAN, TEXAS FOR PUBLIC ROAD MAINTENANCE OF CERTAIN ROADS

This Interlocal Agreement ("Agreement") is entered into by and between Grayson County, Texas, acting through its Commissioners Court ("County"), and the City of Sherman, a Texas municipal corporation ("City"), collectively referred to as the "Parties," pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791, and consistent with Tex. Loc. Gov't Code Chs. 252 and 262 and Tex. Transp. Code Chs. 251 and 311.

WHEREAS, Tex. Gov't Code §§ 791.011 and 791.032 authorize local governments to contract for governmental functions and services, including road maintenance, repair, and construction; and Tex. Transp. Code § 251.012 permits a county to maintain or repair roads within a municipality with the municipality's consent; and Tex. Transp. Code § 311.001 grants municipalities exclusive control over streets within corporate limits but does not prohibit cooperative agreements with counties; and

WHEREAS, the Parties have determined that certain roads located within the corporate limits of the City and certain roads located in the unincorporated area of the County can be more efficiently and economically maintained by the other Party; and

WHEREAS, the governing bodies of each Party find that the subject of this Agreement is necessary for the benefit of the public, that each Party has the legal authority to perform the services that are the subject matter of this Agreement, and that each Party will derive a substantial benefit from the performance of such services by the other; and

WHEREAS, this Agreement has been authorized by the governing body of each party, as required by Tex. Gov't Code § 791.011(d)(1);

NOW, THEREFORE, the Parties agree as follows:

1. Scope and Purpose

The Parties agree to exchange maintenance responsibilities for the following public roads:

(a) County responsibilities within the City of Sherman corporate limits:
County shall perform routine maintenance (including blading, overlay, pothole repair, shoulder work, and brush cutting as needed) on the following roads:

(i) Farmington Road from Farm-to-Market Road 902 to the City limit, approximately 3,000 linear feet north of Farm-to-Market Road 902;
(ii) Jack Cole Road from Dripping Springs Road to the City limit, approximately 1,880 linear feet north of Dripping Springs Road;
(iii) Meadowlake Drive from State Highway 289 to the City limit, approximately 970 linear feet east of State Highway 289 right-of-way;
(iv) West Washington Street from State Highway 289 to the City limit, approximately 1,340 linear feet west of State Highway 289 right-of-way;
(v) West Washington Street from State Highway 289 to the City limit, approximately 2,130 linear feet east of State Highway 289 right-of-way;
(vi) Naylor Lane from United States Highway 82 to the City limit, approximately 1,880 linear feet north of United States Highway 82 right-of-way;
(vii) Old Perrin Road from Farm-to-Market Road 1417 to the City limit, approximately 480 linear feet west of Farm-to-Market Road 1417;
(viii) Plainview Road from Farm-to-Market Road 1417 to the City limit, approximately 530 linear feet west of Farm-to-Market Road 1417;
(ix) Plainview Road from Farm-to-Market Road 1417 to the City limit, approximately 500 linear feet east of Farm-to-Market Road 1417;
(x) Reynolds Lane from United States Highway 82 to the City limit, approximately 1,600 linear feet north of United States Highway 82 right-of-way; and
(xi) West Terrel Road from North Sam Rayburn Freeway to North Loy Lake Road, approximately 2,900 linear feet.

(b) City responsibilities within unincorporated Grayson County:
City shall perform routine maintenance (including blading, overlay, pothole repair, shoulder work, and brush cutting as needed) on the following roads:

(i) South 1st Street from State Highway 11 to the City limit, approximately 1,300 linear feet northwest of State Highway 11;
(ii) Ayers Drive from Crockett Street to its terminus, approximately 500 linear feet;
(iii) Cliff Hestand Road from Luella Road to its terminus, approximately 1,370 linear feet;
(iv) South East Street from East Sherman Street to its terminus, approximately 730 linear feet;
(v) Old Dorchester Road from Farmington Road to the City limit, approximately 1,300 linear feet west of Farmington Road;

(vi) Cox Street from the north City limit to the south City limit, approximately 800 linear feet;
(vii) Harriet Drive from Marshall Street to its terminus, approximately 570 linear feet west of Marshall Street;
(viii) Harriet Drive from Sistrunk Street to Cox Street, approximately 410 linear feet;
(ix) Hayes Street from Hilltop Drive to its terminus, approximately 360 linear feet south of Hilltop Drive;
(x) Hilltop Drive from Marshall Street to the City limit, approximately 1,660 linear feet west of Marshall Street;
(xi) Leacrest Drive from Dripping Springs Road to Sistrunk Street, approximately 380 linear feet;
(xii) Perry Street from Dripping Springs Road to its terminus, approximately 1,860 linear feet north of Dripping Springs Road;
(xiii) Sistrunk Road from Dripping Springs Road to its terminus, approximately 2,240 linear feet north of Dripping Springs Road;
(xiv) North Friendship Road from West Washington Street to Elliot Road, approximately 3,920 linear feet;
(xv) West Lamberth Road from Carriage Estates Road to North Friendship Road, approximately 2,450 linear feet;
(xvi) West Washington Road from North Friendship Road to the City limit, approximately 2,130 linear feet east of North Friendship Road;
(xvii) La Cima Road from Farm-to-Market Road 691 to the Water Treatment Plant driveway, approximately 1,300 linear feet south of Farm-to-Market Road 691; and
(xviii) North Loy Lake Road from Farm-to-Market Road 691 to the City limit, approximately 7,850 linear feet south of Farm-to-Market Road 691.

(c) The roads listed above are more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes.

2. Compensation

This is a reciprocal, no-cash-exchange agreement. Each Party shall bear its own costs for labor, equipment, and materials used in performing maintenance on the roads assigned to it under Section 1. No payment or reimbursement shall be required from one Party to the other. All obligations under this Agreement shall be payable only from current revenues available to the paying Party in the fiscal year in which the obligation is incurred.

3. Responsibilities

County shall provide qualified personnel and maintain its equipment in safe operating condition when performing work inside the City limits. City shall provide qualified personnel and maintain its equipment in safe operating condition when

performing work in the unincorporated area of the County. Each Party shall comply with all applicable federal, state, and local laws, regulations, and permitting requirements when performing work under this Agreement.

4. Term and Termination

This Agreement shall become effective as of the date of execution by the last Party to sign hereto (the "Effective Date") and shall thereafter remain in full force and effect unless and until amended, modified, or terminated pursuant to a written instrument executed by duly authorized representatives of both Parties. No amendment, modification, or termination of this Agreement shall be valid or binding unless set forth in writing and signed by both Parties.

5. Notices

All notices required hereunder shall be in writing and delivered to the following representatives:

For County:
County Judge, Grayson County, 100 W. Houston St., Sherman, TX 75090

For City:
City Manager, City of Sherman, 220 W. Mulberry St., Sherman, TX 75090

6. Miscellaneous

City Limits and Annexation: The City limits referenced in this Agreement are those in effect as of January 1, 2026. The municipal boundaries of the City of Sherman may change from time to time due to annexation, disannexation, or other lawful action. Any such change in municipal boundaries shall not automatically alter or transfer the maintenance responsibilities assigned under this Agreement. The responsibilities for maintenance of the roads described in Section 1 shall remain as set forth in this Agreement unless and until the Parties modify this Agreement in writing or terminate it in accordance with Section 4.

Severability: If any provision is invalid, the remainder remains enforceable.

Assignment and Amendment: Neither Party may assign or amend this Agreement without written consent.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or oral, relating to the subject matter.

Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any dispute shall lie in Grayson County, Texas.

SIGNED on the dates below, effective upon the last signature.

FOR GRAYSON COUNTY

By: _____
Bruce Dawsey, County Judge

Date: _____

FOR CITY OF SHERMAN

By: _____
Shawn Teamann, Mayor

Date: _____

Approved as to form:

By: _____
Attorney for County

Date: _____

Approved as to form:

By: _____
City Attorney

Date: _____

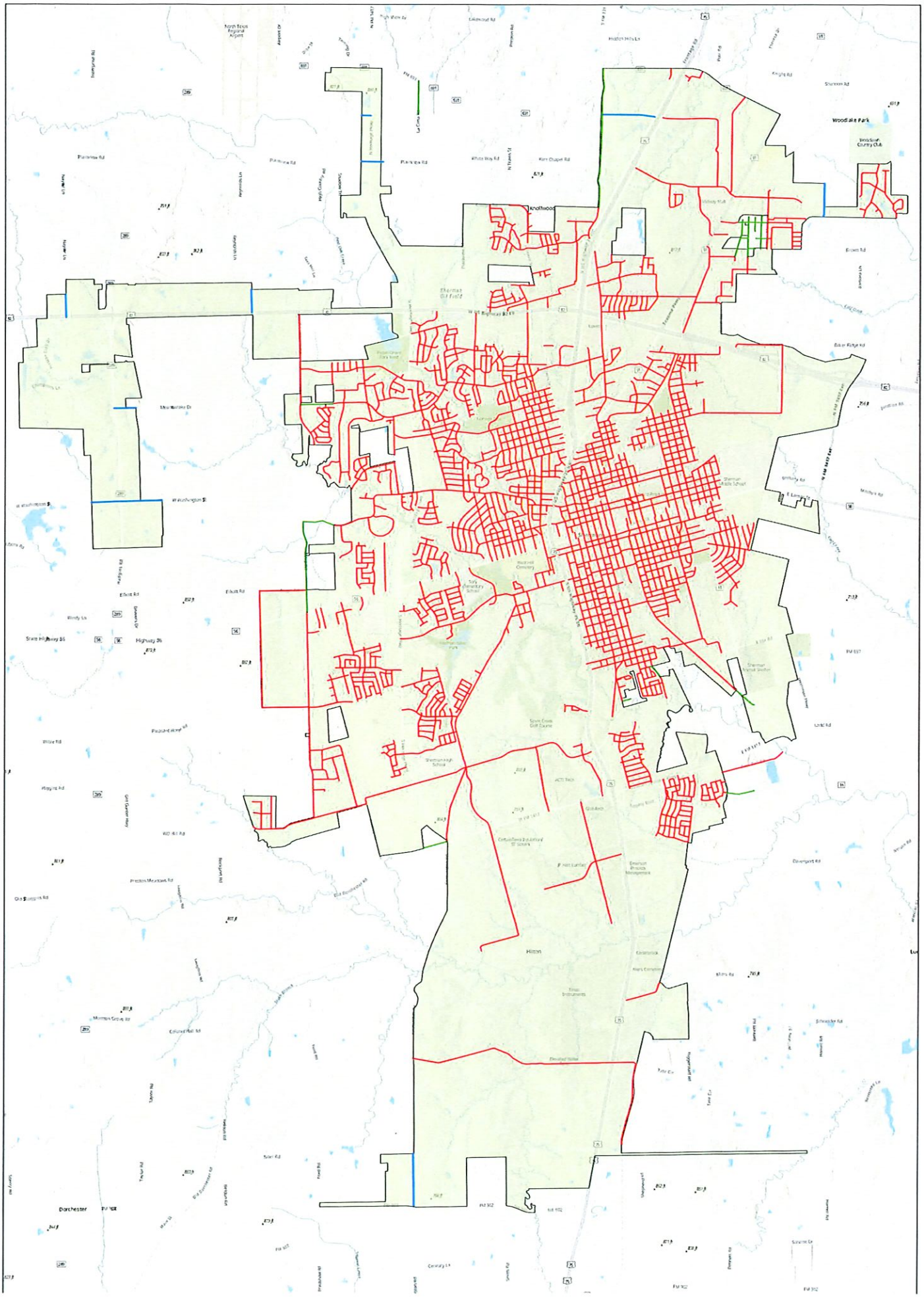
Sherman
CLASSIC TOWN. BROAD HORIZON.

Exhibit A
CITY OF SHERMAN
City\County Road Maintenance Map

City\County Roads
- City
- New City

County Road Additons
City Limits

W E S



SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.5.

Meeting Date: 7/6/2026

Prepared By: Kim Hobbs, Quality Services Administrative Assistant

Approved By: Zachary Flores, City Manager

Caption:
** RESOLUTION NO. 7657*
Authorizing Execution Of A License Agreement Between Garney Companies, Inc. And The City Of Sherman, Texas To Exchange A Provided Space For Garney At The Wastewater Plant To Utilize As A Lay-Down Yard. In Return, Garney Will Provide A 5000 Sq Ft Metal Building, Security Fence, Etc. To Be Utilized As A New Police Impound Lot.

Issue:
To consider a License Agreement between Garney Companies and the City of Sherman. The City of Sherman will provide space for Garney Companies at the Wastewater Plant to utilize as a lay-down yard. In return Garney will provide a 5000 sq ft metal building, security fence, etc. to be utilized as a new police lot impound.

Background:
The City of Sherman and Garney Companies wish to execute an agreement for the City to provide space for Garney Companies at the Wastewater Plant located at 1800 E. FM 1417, Sherman, Texas 75090 to utilize as a lay-down yard. In return, Garney Companies will provide the City with a 5000 sq ft metal building, security fence, etc. to be utilized as a new police impound lot. Garney Companies desires to enter onto and use the City property for those uses and purposes described in Exhibit B to support construction of the project identified as the "84" water line expansion project. The parties agree that all costs and expenses resulting from Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement.

Capital Improvement Program:

Origination:
Department of Public Works

Financial Consideration:
The parties agree that all costs and expenses resulting from Licensee's use of the Licensed Property shall be borne solely by Licensee and the Licensor shall have no monetary obligations under this Agreement.

Staff Recommendation:
It is recommended that the License Agreement between Garney Companies and the City of Sherman, Texas be authorized.

Alternatives:
As may be recommended by the City Council

Attachments:

1. Resolution No. 7657
2. License Agreement - Garney Construction(R2)- WDW signed
3. Exhibit A Garney Site Plan Map
4. Exhibit B Permitted Uses

RESOLUTION NO. 7657

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A LICENSE AGREEMENT BETWEEN GARNEY COMPANIES, INC. AND THE CITY OF SHERMAN, TEXAS. THE CITY WILL PROVIDE SPACE FOR GARNEY AT THE WASTEWATER PLANT TO UTILIZE AS A LAY-DOWN YARD. IN RETURN GARNEY WILL PROVIDE A 5000 SQ FT METAL BUILDING, SECURITY FENCE, ETC. TO BE UTILIZED AS A NEW POLICE IMPOUND LOT. FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That the City of Sherman, Texas and Garney Companies, Inc. are authorized to enter into an agreement to provide a space for Garney at the Wastewater Plant to use as a lay-down yard. In return Garney will provide a 5000 sq ft metal building, security fence, etc. to be utilized as a new police impound lot. The parties agree that all costs and expenses resulting from Licensee's use of the Licensed Property shall be borne solely by Licensee and the Licensor shall have no monetary obligations under this Agreement.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS on this the 6th day of July 2026.

CITY OF SHERMAN, TEXAS

BY: _____
SHAWN TEAMANN, MAYOR

ATTEST:

BY: _____
TERI FINE, CITY CLERK

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____
RYAN PITTMAN, CITY ATTORNEY

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made and entered into by and between the CITY OF SHERMAN, a Texas home-rule municipality ("Licensor"), and GARNEY COMPANIES, INC., a Missouri corporation ("Licensee"), on the terms and conditions set forth herein. Licensor and Licensee are sometimes referred to collectively as the "parties" or individually as a "party."

WHEREAS, Licensor hereby licenses to Licensee and Licensee hereby takes from Licensor a portion of that certain real property located at 1800 E. FM 1417, Sherman, Texas 75090, which consists of 87,120 square feet and is depicted in red in Exhibit A, attached hereto (collectively, the "Licensed Property"); and

WHEREAS, Licensee desires to enter onto and use the Licensed Property for those uses and purposes described in Exhibit B, attached hereto and incorporated herein for all purposes ("Permitted Uses") to support construction of the project identified as the "84" water line expansion project" (the "Project"); and

WHEREAS, Licensor agrees to grant Licensee a temporary, non-exclusive license for the purpose of entering onto and using the Licensed Property for the Permitted Uses on the terms and conditions set forth below; and

WHEREAS, Licensor finds that it is the best interest of Licensor and its citizens to enter into this Agreement and provide the license as described herein.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

ARTICLE 1 – LICENSE

1.1 Grant of License. Licensor hereby grants Licensee a temporary, non-exclusive license for the Permitted Uses on the Licensed Property during the Term (hereinafter defined) of this Agreement. Licensee's right to enter onto and use the Licensed Property shall be limited solely to the Permitted Uses and none other.

1.2 No Cost to Licensor. The parties agree that all costs and expenses resulting from Licensee's use of the Licensed Property shall be borne solely by Licensee and that Licensor shall have no monetary obligations under this Agreement.

1.3 Non-Exclusive License. This License is non-exclusive and is subject to (a) any existing utility, drainage, communication or other public facility located in, on or under the Licensed Property owned by Licensor or any utility or communication company, public or private; and (b) any existing lease, license or other interest in the Licensed Property granted by Licensor to any individual, corporation or other entity, public or private.

1.4 Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Property and will not permit or suffer any mechanic's or materialmen's liens of any nature to be affixed against the Licensed Property by reason of any work done or materials furnished to the Licensed Property.

1.5 Governmental Approvals. Licensee, at its sole cost and expense, shall be responsible for obtaining and shall obtain any and all licenses, permits, zoning approvals or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted or required herein.

1.6 Performance Bond. Before commencing the work described in Section 2 of Exhibit B, attached hereto, Licensee shall cause to be delivered a performance bond, which shall be in an amount equal to amount of the actual cost of such work valued at $300,000. Licensor is indemnified for the completion of such work in accordance with this Agreement. The performance bond must be: (a) a good and sufficient bond; (b) in the amount prescribed herein; (c) with a reputable and solvent corporate surety and in favor of Licensor.

ARTICLE 2 – MAINTENANCE

2.1 Maintenance. Licensee shall use reasonable care during the use of the Licensed Property to avoid damaging any existing improvements, and equipment on or about the Licensed Property and any adjacent property owned by or under the control of Licensor, except as expressly provided herein. Licensee shall keep the Licensed Property free of trash and debris. Licensee shall take reasonable action necessary to control and remediate dust. Licensee shall not erect any permanent improvements on the Licensed Property or remove any existing improvements. Licensee shall be wholly responsible for maintaining the Licensed Property during the Term (hereinafter defined) and shall repair any and all damages to the Licensed Property that result directly from Licensee's use of the Licensed Property ("Licensee Damages"). All repairs shall be made at Licensee's sole cost and expense. Licensor shall have the option of making repairs necessitated by the Licensee Damages if: (a) the Licensee Damages interfere with Licensor's use of the Licensed Property, or the Licensee Damages in any way pose a health or safety risk to the public; and (b) Licensor notifies Licensee of the Licensee Damages and Licensee fails to commence and diligently continue the appropriate repairs within five (5) days of receiving notice thereof from Licensor. If Licensor makes the repairs under the provisions of this Section 2.1, Licensor shall send a written invoice to Licensee and take any reasonable action to perform all necessary repairs and assess Licensee for the reasonable costs thereof plus interest from the date paid by Licensor to the date of reimbursement by Licensee at the Interest Rate (hereinafter defined). Licensor may elect to use the deposit paid by Licensee for such reimbursement. The term "Interest Rate" shall mean the interest rate announced as the "prime rate" by *The Wall Street Journal* plus two (2) percent per annum. This Article 2 shall survive termination of this Agreement.

2.2 Clean-Up. Upon termination of this Agreement and in addition to Licensee's obligations set forth in Section 2.1 above and except as expressly described in Section 2 of Exhibit B,, Licensee shall remove from the Licensed Property all trash, debris, equipment, vehicles, temporary structures, improvements, fencing and any other personal property placed on the

Licensed Property by, on behalf of or with the consent of Licensee (collectively, "Licensee's Personal Property"). Should Licensee fail to remove Licensee's Personal Property upon the termination of this Agreement in accordance with this Section 2.2, Licensor may, in its sole discretion, remove and dispose of the same without any liability, whatsoever, to Licensee. Any costs associated with Licensor's removal of Licensee's Personal Property pursuant to this Section 2.2 shall be borne by Licensee.

2.3 No Alterations. Except as expressly described in Section 2 of Exhibit B, attached hereto, Licensee shall not make, nor allow to be made, any alterations of any kind to the Licensed Property, except as provided herein and except as otherwise approved in writing by Licensor. Licensee shall not injure or damage in any manner the Licensed Property and shall not cause or permit anything to be done whereby the Licensed Property shall be in any manner injured or damaged.

ARTICLE 3 – TERM AND TERMINATION

3.1 Term. Licensee's right to enter onto and use the Licensed Property under this Agreement shall commence at 12:01 a.m. on the day after the Effective Date (hereinafter defined) of this Agreement and shall expire on the earlier of 12:01 a.m. on December 31, 2029, or 12:01 a.m. on the date that Licensee's work on the Project is completed ("Term"), at which time this Agreement shall terminate, unless terminated earlier as provided herein or unless the parties mutually agree to a written extension the Term.

3.2 Termination on Default. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement if Licensee fails to perform its obligations under this Agreement by providing five (5) business days' written notice and opportunity to cure such default. If Licensee fails to diligently proceed to cure the default within such time period, Licensor may then terminate this Agreement by sending an additional written notice to Licensee.

3.3 Termination for Necessity. Notwithstanding the foregoing, Licensor shall have the right to terminate this Agreement without notice to Licensee in an emergency circumstance that would preclude the safe use of the Licensed Property. On termination of this Agreement under the provisions of this Section 3.3, this Agreement shall be deemed null and void, with Licensor having no other obligations or liability under this Agreement. This provision shall survive termination of the Agreement.

3.4 Condition on Termination. On termination of this Agreement, Licensee shall surrender the Licensed Property to Licensor.

3.5 Holding Over. If Licensee or any party claiming by, through or under Licensee fails to surrender the Licensed Property at the expiration of the Term or the earlier termination of this Agreement, the continued occupancy of the Licensed Property shall be that of a tenancy from week to week, terminable by Licensor in accordance with Texas law. Licensee shall pay an amount (on a per week basis without reduction for partial weeks during the holdover) equal to five thousand and no/100s dollars ($5,000.00), payable in advance, for the period of the holdover.

ARTICLE 4 – COMPLIANCE WITH LAWS

4.1 Compliance with Laws. Licensee shall, in connection with Licensee's activities on or about the Licensed Property, comply with all applicable laws, rules, codes, regulations, ordinances, government programs and orders by any court or governmental agency (including, without limitation, laws relating to hazardous materials, toxic waste or other substances or materials potentially injurious to health, safety or welfare), as they exist, may be amended or in the future arising, relating to Licensee's use of the Licensed Property. Licensee shall ensure that all contractors, subcontractors and all other persons entering onto the Licensed Property comply with such federal, state and local laws, ordinances and regulations, and Licensee shall be liable for any noncompliance by the same. If Licensee observes that its use and/or occupancy of the Licensed Property is at variance with federal, state and local laws, ordinances and regulations, Licensee shall promptly notify Licensor in writing.

4.2 Hazardous Materials. In the event that any hazardous material, toxic waste or other substance or material potentially injurious to health, safety or welfare is spilled, deposited, placed or dumped on the Licensed Property during or in connection with Licensee's use of the Licensed Property, Licensee shall immediately notify Licensor of the nature and extent of such event and shall, at Licensee's sole cost and expense, promptly remedy the condition to Licensor's satisfaction.

ARTICLE 5 – LIABILITY

5.1 Liability. Licensor shall not be liable or responsible for maintaining or improving the Licensed Property and makes no representation about its safety, security, condition or suitability for intended use. Licensor shall not be liable or responsible for any damage or injury to persons or property during Licensee's use of the Licensed Property resulting from: (a) fire, electricity, water, wind or other weather conditions; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, lighting fixtures or any other cause; (c) conditions arising on or about the Licensed Property, or from other sources or places; or (d) any act or omission of Licensee. Licensee assumes full responsibility for the conduct of any and all persons, except for Licensor or anyone for whom Licensor is responsible (i.e. any officer, employee, representative, City Council member, agent, or contractor of Licensor), on or about the Licensed Property during Licensee's use of the Licensed Property.

5.2 Disclaimer/Waiver of Damages/Liability.

(a) Licensee acknowledges and agrees that Licensor is not providing any guarantee, representation or warranty, and Licensor hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Licensed Property, in whole or in part, for the Permitted Uses; or (ii) that Licensee's Personal Property will not be damaged, stolen or in any other way compromised while the same is located on the Licensed Property.

(b) LICENSEE HEREBY RELEASES LICENSOR FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR DEMANDS FOR DAMAGES (PERSONAL OR PROPERTY), INJURY (INCLUDING DEATH) OR OTHERWISE, IT MAY HAVE WITH REGARD TO LICENSEE'S USE AND/OR OCCUPANCY OF THE LICENSED PROPERTY AS SET FORTH HEREIN.

(c) Licensee agrees that Licensor shall not, under any circumstance, be liable and/or responsible for any claim, demand and/or judgment for damages (personal or property), injury (including death), or otherwise, which may, directly or indirectly, in whole or in part, result from Licensee's use and/or occupancy of the Licensed Property whatsoever.

ARTICLE 6 – INSURANCE

6.1 Licensee's Insurance Requirements. Licensee shall not enter onto or use the Licensed Property until Licensee has obtained, at Licensee's expense, all of the insurance required hereunder and such insurance has been approved by Licensor. Licensee shall procure and maintain General Liability insurance for personal injury (including death) and property damage with a minimum of Two Million Dollars ($2,000,000) per occurrence and Four Million Dollars ($4,000,000) in the aggregate, including products coverage. Any contractor of Licensee shall be required to carry the same insurance as Licensee. Licensee shall deliver to Licensor the certificate of insurance and all endorsement(s) evidencing the requirements set forth herein simultaneously with its execution of this Agreement.

(a) All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name Licensor, its officers, agents, representatives and employees, as additional insureds as to all applicable coverage with the exception of workers' compensation insurance.

(ii) Provide for at least thirty (30) days prior written notice to Licensor for any cancellation, non-renewal or material change of the insurance on the face of the certificate(s).

(iii) Provide for a waiver of subrogation against Licensor for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

(iv) Include all endorsements applicable to each policy and be endorsed to cover Licensee's agreement to indemnify Licensor as set out in this Agreement.

(v) Include the following provisions: (1) severability of interests; and (2) an act or omission of one of the insureds or additional insureds that would void or otherwise reduce coverage shall not reduce or void the coverage as to the other insureds.

(b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

ARTICLE 7 – INDEMNITY

7.1 INDEMNIFICATION. **IN CONSIDERATION OF LICENSOR ENTERING INTO THIS AGREEMENT AND GRANTING LICENSEE THE RIGHTS AND PRIVILEGES CONTAINED HEREIN, LICENSEE DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "LICENSOR" FOR PURPOSES OF THIS ARTICLE 7) FROM AND AGAINST ALL THIRD PARTY DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), ARISING OUT OF LICENSEE'S USE OR OCCUPANCY OF THE LICENSED PROPERTY AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACTS OR OMISSIONS OF LICENSEE (COLLECTIVELY, "CLAIMS") BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF LICENSEE, ANY SUBCONTRACTOR, ANY SUPPLIER, SUBCONSULTANT, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS BROUGHT AGAINST LICENSOR BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN LICENSEE AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE LICENSEE, INCLUDING, BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS' COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSEE'S OBLIGATIONS HEREIN SHALL IN NO WAY EXTEND TO PROTECT OR APPLY TO LICENSOR OR ANY PARTY INDEMNIFIED HEREUNDER FROM ITS OWN NEGLIGENT, RECKLESS, OR WILLFUL ACTS OR OMISSIONS.**

IN ITS SOLE DISCRETION, LICENSOR SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY LICENSEE IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY LICENSOR, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY LICENSOR IN WRITING. LICENSOR RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, LICENSOR IS UNDER NO OBLIGATION TO DO SO. ANY SUCH OBLIGATION BY LICENSOR IS NOT TO BE CONSTRUED AS A WAIVER OF LICENSEE'S OBLIGATION TO DEFEND LICENSOR OR AS A WAIVER OF LICENSEE'S OBLIGATION TO INDEMNIFY LICENSOR PURSUANT TO THIS AGREEMENT. LICENSEE SHALL RETAIN LICENSOR-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF LICENSOR'S WRITTEN NOTICE THAT LICENSOR IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF LICENSEE FAILS TO RETAIN DEFENSE COUNSEL WITHIN SUCH TIME PERIOD, LICENSOR SHALL HAVE THE RIGHT TO

RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND LICENSEE SHALL BE LIABLE FOR ALL COSTS INCURRED BY LICENSOR.

THIS ARTICLE 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 8 – NOTICE

8.1 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or to any courier service that provides a return receipt showing the date of actual delivery of the same to the addressee thereof. Notice given in accordance herewith shall be effective on receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Licensor, addressed to it at:
City of Sherman
Attn: Zachary Flores, City Manager
220 W. Mulberry Street
Sherman, Texas 75090
Telephone: (903) 892-7324
Email: zacharyf@cityofsherman.com

With a copy to:
Abernathy, Roeder, Boyd & Hullett, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Licensee, addressed to it at:
Garney Companies, Inc.
Attn: Andrew Beck
1333 NW Vivion Rd.
Kansas City, MO 64118
Telephone: (406) 250-6116
Email: abeck@garney.com

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Findings Incorporated. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Licensor and Licensee.

9.2 Relationship of Parties. The parties do not intend that this Agreement be construed as creating a principal and agent relationship, partnership, joint venture or any association between the parties, it being understood and agreed that none of the provisions contained herein or any acts of the parties in the performance of their respective obligations hereunder shall be deemed to create any relationship between the parties other than the relationship of licensor and licensee. It is understood and agreed that this Agreement does not appoint either party as an agent of the other for any purpose whatsoever. Neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

9.3 Licensee's Warranties/Representations. All warranties, representations and covenants made by Licensee to Licensor in this Agreement or in any certificate or other instrument delivered by Licensee to Licensor under this Agreement shall be considered to have been relied upon by Licensor and will survive the termination of this Agreement, regardless of any investigation made by Licensor. No warranty, representation or guaranty, either express or implied, is made by Licensor for a continuous and adequate water supply or sewage outlets for the benefit of Licensee, and Licensor shall have no responsibility or liability for supplying water or sewage to the Licensed Property.

9.4 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto.

9.5 Governing Law; Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.

9.6 Consideration. This Agreement is executed by the parties without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

9.7 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

9.8 Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the Effective Date (hereinafter defined) of this Agreement.

9.9 Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

9.10 Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

9.11 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

9.12 Assignment. This Agreement is not assignable by Licensee without the express written consent of Licensor.

9.13 Indemnification. The parties agree that the Indemnity provisions set forth in Article 7 herein are conspicuous, and the parties have read and understood the same.

9.14 Waiver. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

9.15 Reserved.

9.16 Reference to Licensee. When referring to "Licensee" herein, this Agreement shall refer to and be binding upon Licensee, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Licensee is legally responsible.

9.17 Reference to Licensor. When referring to "Licensor" herein, this Agreement shall refer to and be binding upon Licensor, and its Board Members, officers, agents, representatives, employees and/or any other third parties for whom Licensor is legally responsible.

9.18 Non-Dedication. The parties hereby agree that this Agreement (i) is a revocable license that shall not be recorded by either party, (ii) does not convey any interest in the Property, and (iii) shall not be construed in any event as an easement.

9.19 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement ("Effective Date").

LICENSOR:

CITY OF SHERMAN
a Texas home-rule municipality

By: _____
Zachary Flores, City Manager
Date: _____

LICENSEE:

GARNEY COMPANIES, INC.,
a Missouri corporation

By: _____
Print Name: William D. Williams
Date: 06/11/2026

STATE OF ~~TEXAS~~ Missouri §
§
COUNTY OF Jackson §

BEFORE ME, the undersigned authority, on this day personally appeared William D. Williams, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Executive Vice President and duly authorized representative of Garney Companies, Inc., a Missouri corporation, and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of June, 2026.

_____
Notary Public, State of ~~Texas~~ Missouri
My Commission Expires: 03/05/2027

COURTNEY WATERWORTH
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
COMMISSION # 23058750
MY COMMISSION EXPIRES: 3/5/2027

EXHIBIT A
Licensed Property



EXHIBIT B
Permitted Uses

1. Licensee agrees to possess and occupy the Licensed Property continuously throughout the term of the Agreement solely for the purposes of locating a Project office trailer and associated parking, storage of Project equipment including a fuel tank, storage and stockpiling of Project materials, all associated with the Project and pursuant to the terms and provisions of this Agreement, and for no other use or purpose.
2. On or before the first anniversary of the Effective Date of this Agreement, Licensee shall complete the following improvements at no cost to Licensor, which when completed and accepted by Licensor will become improvements to the real property on which they are located and shall be the sole property of the Licensor before and after termination of this Agreement:
    a. Installation of a Licensor-approved gate and gate opener at the entry of the Wastewater Treatment Plant near the Cliff Hestand Road entry/exit point and the electrical components necessary to allow card/numerical pin entry; and
    b. A 50'x100' preconstructed steel and metal building with a design approved by the Licensor in writing, including the following elements:
        i. A minimum of a 6" concrete slab foundation;
        ii. Electrical conduit run with LED lights;
        iii. Two 10'x12' roll-up doors;
        iv. One "man" door;
        v. 496 linear feet of 6' tall chain link fence with 3 strand barb wire for security and 2 12-foot swinging gates; and
        vi. Building color to be selected by the City.

EXHIBIT A
Licensed Property



CITY OF SHERMAN
Garney Site Plan

EXHIBIT B
Permitted Uses

1. Licensee agrees to possess and occupy the Licensed Property continuously throughout the term of the Agreement solely for the purposes of locating a Project office trailer and associated parking, storage of Project equipment including a fuel tank, storage and stockpiling of Project materials, all associated with the Project and pursuant to the terms and provisions of this Agreement, and for no other use or purpose.
2. On or before the first anniversary of the Effective Date of this Agreement, Licensee shall complete the following improvements at no cost to Licensor, which when completed and accepted by Licensor will become improvements to the real property on which they are located and shall be the sole property of the Licensor before and after termination of this Agreement:
    a. Installation of a Licensor-approved gate and gate opener at the entry of the Wastewater Treatment Plant near the Cliff Hestand Road entry/exit point and the electrical components necessary to allow card/numerical pin entry; and
    b. A 50'x100' preconstructed steel and metal building with a design approved by the Licensor in writing, including the following elements:
        i. A minimum of a 6" concrete slab foundation;
        ii. Electrical conduit run with LED lights;
        iii. Two 10'x12' roll-up doors;
        iv. One "man" door;
        v. 496 linear feet of 6' tall chain link fence with 3 strand barb wire for security and 2 12-foot swinging gates; and
        vi. Building color to be selected by the City.

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. G.6.

Meeting Date: 7/6/2026

Prepared By: Kerri Turner, Planning Technician

Approved By: Ryan Pittman, City Attorney

Caption:
** Resolution No. 7658*
Renaming Madison Court to Avery Court

Issue:
Rename Madison Court to Avery Court.

Background:
A Final Plat approved in August 2025 included the street name Madison Court, which was later determined to duplicate an existing street name, Madison Place. To prevent confusion for emergency and delivery services, the street is proposed to be renamed to Avery Court. No homes have been constructed, and no City residents will be affected.

Capital Improvement Program:
N/A

Origination:
Development Services

Financial Consideration:
None

Staff Recommendation:
Staff recommends to approve renaming Madison Court to Avery Court.

Alternatives:
City Council may recommend another street name.

Attachments:
1. Resolution No. 7658
2. Exhibit A - Map
3. Final Plat-The Hills of Sherman

RESOLUTION NO. 7658

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING MADISON COURT TO AVERY COURT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS:

SECTION 1. That from and after the effective date of this resolution, the street known as Madison Court will be renamed to Avery Court, the location of which is shown on the attached Exhibit "A".

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and said purpose of said meeting was given as required by law.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, on this the 6th day of July 2026.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____ **BY:** _____

TERI FINE, CITY CLERK **SHAWN TEAMANN, MAYOR**

APPROVED AS TO FORM AND CONTENT:
THE LAW FIRM OF ABERNATHY, ROEDER, BOYD & HULLETT, P.C.

BY: _____

RYAN D. PITTMAN, CITY ATTORNEY

EXHIBIT A



Sherman
CLASSIC TOWN. BROAD HORIZON.
Development Services Department

CITY OF SHERMAN
LOCATION MAP

N
W E
S

Date: 6/10/2026 2:28 PM

JOB NO. 22050582

U.S. HIGHWAY NO. 82
VARIABLE WIDTH
RIGHT-OF-WAY

CYPRESS GROVE ROAD

SURVEY LINE

REX CRUSE DRIVE
(NO RECORD FOUND)

CALLED 11.135 AC.
ENNIS SMITH
DOC. NO. 2013-13752
R.P.R.G.C.T.

CALLED 6.769 AC.
LAURIN HAGALES
DOC. NO. 2018-25897
R.P.R.G.C.T.

LOT 32, BLOCK B
TURTLE CREEK NORTH
ADDITION
SECTION FOUR
VOL. S, PG. 40
P.R.G.C.T.

LOT 31, BLOCK B
TURTLE CREEK NORTH
ADDITION
SECTION FOUR
VOL. S, PG. 40
P.R.G.C.T.

CALLED 16.669 AC.
SUSAN EDMONDSON, TRUSTEE
ET AL
DOC. NO. 2019-19622
R.P.R.G.C.T.

J. B. MCANAIR SURVEY
ABST. NO. 763

ALEMAN ADDITION
DOC. NO. 2022-22
P.R.G.C.T.

P.O.B.
SOUTH BASE OF CONCRETE MONUMENT FOUND

CONCRETE MONUMENT FOUND

1/2" STEEL ROD SET

1/2" STEEL ROD FOUND

1/2" PIPE FOUND

P/K NAIL SET

P/K NAIL FOUND

6" CORNER POST FOUND

KS 3/8" ROD FOUND

30' MUTUAL ACCESS

20' MUTUAL ACCESS

RIGHT-OF-WAY DEDICATION
0.026 AC. / 1123 SF.

CHANNEL EASEMENT
VOL. 1068, PG. 623

15' WATERLINE EASEMENT

15' PRIVATE DRAINAGE EASEMENT

PRIVATE DRAINAGE EASEMENT

20' DRAINAGE & SEWER EASEMENT

50' R.O.W.
WHISPERING PINES

MADISON COURT

VISTA DELA SCENA

SILVER SPUR LANE

AMELIA DRIVE

SHERIDAN LANE

TWILIGHT TERRACE

PINNACLE CIRCLE

BOULDER RIDGE ROAD

HICKORY STREET
60' RIGHT-OF-WAY
WIDTH OF RIGHT-OF-WAY VARIES
VOL. 2K, PG. 661, D.R.G.C.T.

BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK F
BLOCK G
BLOCK H
BLOCK M
BLOCK N

LOT 1
14.394 AC.
626549 SF.

LOT 1X
0.0930 AC.
3974 SF.

LOT 5X
0.76 AC.
33076 SF.

LOT 10X
2.99 AC.
130163 SF.

LOT 7X
4.87 AC.
216295 SF.

LOT 1
17.501 AC.
764966 SF.

LOT 2
4.504 AC.
196180 SF.

LOT 46X
14.303 AC.
623021 SF.

SPECIAL FLOOD HAZARD AREA, ZONE A
FEMA FLOOD MAP NO.
48181C 0270 G
48181C 0290 G
EFFECTIVE DATE
09-01-22

200' WIDE EASEMENT UNITED STATES OF AMERICA JUDGEMENT VOL. 450, PG. 539 D.R.G.C.T.

IDLEWOOD ACRES ADDITION
VOL. 3, PG. 42
P.R.G.C.T.

IDLEWOOD ACRES ADDITION
SECTION 2
VOL. 3, PG. 95
P.R.G.C.T.

~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

PENDING LOMR APPROVAL SHOULD REMOVE LOT 22 of BLOCK A AND LOTS 10--15 of BLOCK D FROM SPECIAL HAZARD AREA - ZONE A UPON FEMA APPROVAL. EFFECTED LOT(S) SHALL FOLLOW FEMA AND CITY REGULATIONS.

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
○	1/2" PIPE FOUND
○	3/8" STEEL ROD FOUND
▲	P/K NAIL FOUND
□	P/K NAIL SET
■	CONC. MON. FOUND
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
P.D.E.	PRIVATE DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE

SEE SHEET 3 FOR LINE/CURVE TABLE

OWNERS/DEVELOPER
AJH ENTERPRISES, LTD
1400 SHADY HOLLOW COURT
KELLER, TX 76248

SURVEYOR
DOUGLAS W. UNDERWOOD
R.P.L.S. NO. 4709
3404 INTERURBAN ROAD
DENISON, TEXAS

SHEET 1 OF 3

UNDERWOOD
DRAFTING & SURVEYING
3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151

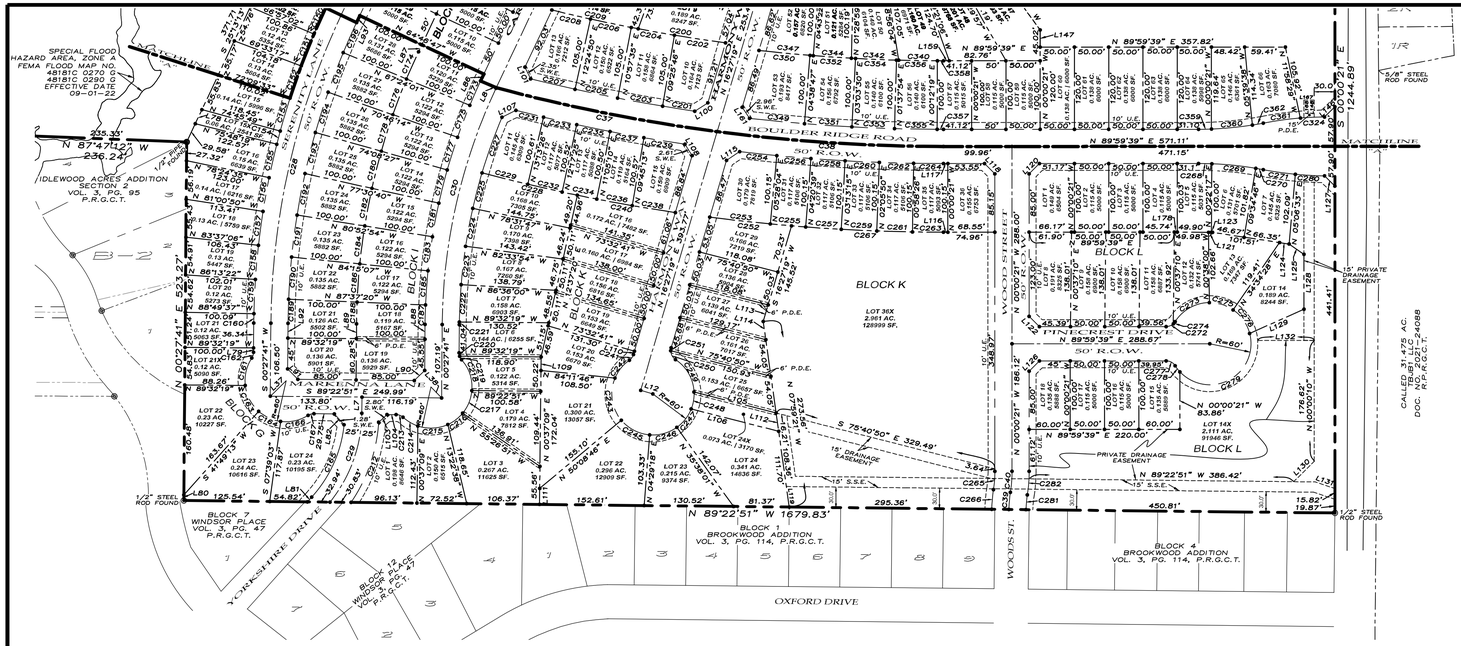
FINAL PLAT

THE HILLS OF SHERMAN

Being a part of the J.B. MCANAIR Survey, Abstract Number 763. Being in the City of Sherman, Grayson County, Texas. Containing 133.14 acres of land

08/11/2025

JOB NO. 22050582



LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
◎	1/2" STEEL ROD FOUND
○	1/2" PIPE FOUND
○	5/8" STEEL ROD FOUND
▲	P/K NAIL FOUND
△	P/K NAIL SET
□	CONC. MON. FOUND
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
P.D.E.	PRIVATE DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
	BOUNDARY LINE
	PROPERTY LINE
	EASEMENT LINE

OWNER'S CERTIFICATE OF DEDICATION

THAT AJH ENTERPRISES, LTD, acting by and through its duly authorized agent, does hereby adopt this plat designating the herein described real property as THE HILLS OF SHERMAN, an addition to the City of Sherman, Grayson County, Texas. Being 133.157 acres situated in and being a portion of the J.B. MCANAIR SURVEY, ABSTRACT No. 763, City of Sherman, Grayson County, Texas and does hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public and private utilities desiring to use or using same. Any public or private utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easements strips and any public or private utility shall, at all times, have a right of ingress and egress to and from and upon the said easement strips for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the permission of anyone. This plat approved subject to all ordinances, rules regulations and resolutions of the City of Sherman, Texas.

WITNESS, my hand at Grayson County, Texas, this_____day of_____, 2025.

_____
JEROME HILL
AJH ENTERPRISES, LTD

STATE OF TEXAS
COUNTY OF GRAYSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared, JEROME HILL known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this___day of_____, 2025.

_____
Notary Public in and for
the State of Texas
Commission Expires: _____

SURVEYOR'S CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS:

That I, Douglas W. Underwood, Registered Professional Land Surveyor, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments thereon where properly placed, under my personal supervision, in accordance with the subdivision regulations of the City of Sherman, Texas.

_____ _____
Douglas W. Underwood *Date*
Registered Professional
Land Surveyor, No. 4709

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of J.B. McAnair Survey, Abstract No. 763, and being all of a called 85.22 acre tract of land described in the deed to AJH Enterprises, LTD, recorded in Instrument No. 2021-31607, Official Public Records, Grayson County, Texas, and all of a called 48.07 acre tract of land described in the deed to AJH Enterprises, LTD, recorded in Instrument No. 2021-26738, said Official Public Records, and being described by metes and bounds as follows:

Beginning at the south base of a found concrete monument;

Thence South 00°41'21" East, a distance of 1001.95 feet to a found 1/2" iron pipe;

Thence South 00°00'21" East, a distance of 1244.89 feet to a found 1/2" steel rod;

Thence North 89°22'51" West, a distance of 1679.83 feet to a found 1/2" steel rod;

Thence North 00°27'41" East, a distance of 523.27 feet to a found 1/2" steel pipe;

Thence North 87°47'12" West, a distance of 236.24 feet to a found 1/2" steel rod;

Thence North 89°17'23" West, a distance of 471.70 feet to a found 1/2" steel rod;

Thence North 88°59'07" West, a distance of 674.24 feet to a previously set P/K nail;

Thence North 05°50'06" East, a distance of 301.91 feet to a previously set P/K nail;

Thence North 01°07'56" East, a distance of 183.57 feet to a previously set P/K nail;

Thence North 00°40'41" East, a distance of 430.36 feet to a found P/K nail;

Thence North 01°24'48" East, a distance of 614.19 feet to a previously set P/K nail;

Thence North 74°46'30" East, a distance of 442.10 feet to a concrete monument found;

Thence South 84°41'30" East, a distance of 274.57 feet to a previously set 1/2" steel rod;

Thence with a tangent curve to the left having a radius of 5878.87 feet, (chord bears South 89°47'30" East, a distance of 1045.20 feet) an arc length of 1046.58 feet to a previously set 1/2" steel rod;

Thence North 85°06'30" East, a distance of 593.79 feet to a set 1/2" steel rod;

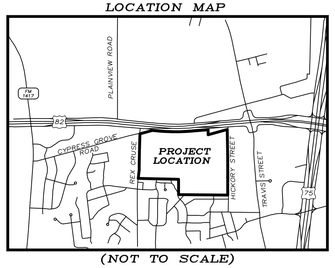
Thence South 00°27'34" West, a distance of 174.97 feet to a found corner post;

Thence North 74°47'00" East, a distance of 60.49 feet to a found 1/2" steel rod;

Thence North 74°05'23" East, a distance of 264.20 feet to a found 1/2" steel rod;

Thence North 73°50'09" East, a distance of 356.92 feet to the Point of Beginning and containing 133.14 acres (5,799,506 square feet) of land, more or less.

LOCATION MAP



~ GENERAL NOTES ~

1. *Water Supply to be provided by the City of Sherman.*
2. *Sewer Service to be provided by the City of Sherman.*
3. *Electrical service is provided by Oncor Electrical Delivery.*
4. *Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.*
5. *The City of Sherman will not be responsible for the maintenance and operation of said drainage ways or drainage easements for the control of erosion.*
6. *Neither the City of Sherman nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.*
7. *The owners and builders must comply with all other local, state and federal regulations regarding developments of this type.*
8. *Bearings are based on the City of Sherman Control Monument Network.*
9. *All lots are to be Residential Lots.*
10. *A portion of the subject property does lie within a Federal Emergency Management Agency (FEMA) designated flood plain as shown by Firm Map No. 48181C0270G & 48181C0290G, effective date September 1, 2022.*



~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

GRAPHIC SCALE

100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.

SEE SHEET 3 FOR LINE/CURVE TABLE

OWNERS/DEVELOPER
AJH ENTERPRISES, LTD
1400 SHADY HOLLOW COURT
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SURVEYOR
DOUGLAS W. UNDERWOOD
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Being a part of the J.B. MCANAIR Survey, Abstract Number 763. Being in the City of Sherman, Grayson County, Texas. Containing 133.14 acres of land

08/11/2025

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5878.87'	1046.58'	1045.20'	S 89°47'30" E	10°12'00"
C2	15039.99'	522.06'	522.04'	N 04°05'24" E	1°59'20"
C3	825.00'	92.36'	92.31'	S 03°53'06" W	6°24'52"
C4	500.00'	157.90'	157.24'	S 79°46'10" E	18°05'38"
C5	200.00'	127.09'	124.96'	S 88°55'38" E	36°24'33"
C6	250.00'	129.15'	127.71'	N 87°40'03" E	29°35'53"
C7	1525.00'	69.07'	69.07'	S 76°14'09" E	2°35'43"
C8	1525.00'	252.03'	251.74'	S 70°12'14" E	9°28'09"
C9	2025.00'	63.01'	63.00'	S 66°21'39" E	1°46'58"
C10	2025.00'	183.02'	182.96'	S 69°50'29" E	5°10'42"
C11	375.00'	31.96'	31.95'	S 69°59'19" E	4°53'02"
C12	375.00'	81.01'	80.86'	S 61°21'28" E	12°22'41"
C13	250.00'	41.94'	41.89'	S 59°58'27" E	9°36'40"
C14	375.00'	176.70'	175.07'	N 77°12'42" E	26°59'49"
C15	500.00'	57.38'	57.34'	N 10°22'47" E	6°34'29"
C16	375.00'	121.66'	121.13'	S 79°34'24" E	18°35'19"
C17	250.00'	153.20'	150.81'	N 24°56'09" E	35°06'39"
C18	250.00'	61.93'	61.77'	N 35°23'41" W	14°11'36"
C19	250.00'	154.42'	151.98'	N 10°36'11" W	35°23'25"
C20	250.00'	66.25'	66.05'	N 14°41'01" E	15°10'59"
C21	375.00'	47.32'	47.29'	N 26°04'06" E	7°13'47"
C22	975.00'	96.67'	96.63'	N 26°50'33" E	5°40'51"
C23	975.00'	456.99'	452.82'	N 10°34'29" E	26°51'18"
C26	375.00'	118.12'	117.63'	N 16°11'49" E	18°02'49"
C27	2025.00'	241.78'	241.64'	N 88°31'44" E	6°50'27"
C28	1075.00'	464.53'	460.93'	S 12°50'27" W	24°45'32"
C29	210.50'	140.36'	137.77'	N 19°43'15" E	38°12'13"
C30	825.00'	356.50'	353.74'	N 12°50'27" E	24°45'32"
C31	250.00'	131.39'	129.88'	N 10°09'51" E	30°06'43"
C32	250.00'	50.08'	50.00'	N 79°22'09" E	11°28'42"
C33	250.00'	50.08'	50.00'	N 79°22'09" E	11°28'42"
C34	250.00'	93.14'	92.61'	N 05°46'55" E	21°20'49"
C35	2275.00'	118.88'	118.87'	S 84°58'47" E	2°59'39"
C36	275.00'	229.03'	222.47'	N 69°39'50" E	47°43'08"
C37	2525.00'	328.80'	328.57'	S 78°45'35" E	7°27'39"
C38	2525.00'	331.21'	330.97'	S 86°14'53" E	7°30'56"
C39	200.00'	25.12'	25.11'	N 05°13'19" E	7°11'52"
C40	200.00'	30.81'	30.78'	N 04°24'27" E	8°49'35"
C41	250.00'	59.78'	59.63'	N 81°58'00" W	13°41'58"
C42	240.50'	51.86'	51.76'	N 79°10'00" W	12°21'16"
C43	250.00'	9.28'	9.28'	N 74°03'12" W	2°07'38"
C44	525.00'	57.13'	57.10'	N 83°26'27" W	6°14'04"
C45	240.50'	5.10'	5.10'	N 85°57'03" W	1°12'51"
C46	525.00'	56.04'	56.01'	N 77°15'57" W	6°06'56"
C47	275.00'	62.95'	62.81'	S 79°25'33" W	13°06'54"
C48	175.00'	111.21'	109.34'	N 88°55'38" W	36°24'33"
C49	525.00'	31.94'	31.93'	N 72°27'55" W	3°29'07"
C50	1550.00'	26.49'	26.49'	N 77°02'40" W	0°58'45"
C53	60.00'	36.13'	35.59'	S 18°53'59" E	34°30'10"
C54	15.50'	11.70'	11.42'	S 14°31'46" E	43°14'36"
C55	60.00'	52.85'	51.16'	S 23°35'11" W	50°28'10"
C56	60.00'	52.92'	51.22'	S 74°05'26" W	50°32'19"
C57	15.50'	11.70'	11.42'	N 67°14'46" W	43°14'36"
C58	60.00'	36.67'	36.10'	N 63°07'56" W	35°00'56"
C59	400.00'	34.73'	34.72'	N 86°22'49" W	4°58'29"
C60	520.00'	46.95'	46.93'	S 86°16'52" E	5°10'23"
C61	950.00'	105.18'	105.13'	S 18°34'10" W	6°20'37"
C62	400.00'	56.51'	56.46'	N 79°50'44" W	8°05'41"
C63	520.00'	96.76'	96.62'	S 78°21'49" E	10°39'43"
C64	500.00'	170.59'	169.76'	N 03°42'16" E	19°32'54"
C65	500.00'	52.67'	52.65'	N 03°03'07" W	6°02'08"
C66	932.00'	45.85'	45.85'	N 01°26'36" W	2°49'08"
C67	250.00'	7.90'	7.90'	S 89°43'17" E	1°48'37"
C68	15039.99'	44.42'	44.42'	N 03°10'49" E	0°10'09"
C69	800.00'	41.59'	41.59'	S 02°10'01" W	2°58'44"
C71	850.00'	10.81'	10.81'	N 06°43'40" E	0°43'43"
C72	800.00'	47.97'	47.97'	S 05°22'27" W	3°26'09"
C73	15039.99'	62.00'	62.00'	N 03°37'09" E	0°14'10"
C74	15039.99'	62.10'	62.10'	N 03°51'20" E	0°14'12"
C75	60.00'	128.18'	105.16'	S 13°49'51" E	122°24'26"
C76	15039.99'	291.54'	291.54'	N 04°31'45" E	1°06'38"
C77	15.50'	10.90'	10.67'	S 27°13'57" W	40°16'50"
C78	60.00'	56.79'	54.69'	N 77°51'00" E	54°13'53"
C79	15.50'	7.59'	7.52'	N 64°46'08" E	28°04'10"
C80	15.50'	3.30'	3.30'	N 84°54'33" E	12°12'40"
C81	475.00'	24.56'	24.56'	S 12°11'09" W	2°57'45"
C82	850.00'	60.00'	59.99'	N 04°20'29" E	4°02'40"
C83	850.00'	24.35'	24.35'	N 01°29'54" E	1°38'30"
C84	240.50'	67.26'	67.04'	N 88°57'57" E	16°01'23"
C85	475.00'	80.74'	80.64'	S 78°09'12" E	9°44'20"
C86	475.00'	21.23'	21.23'	S 72°00'11" E	2°33'41"
C87	225.00'	142.98'	140.58'	S 88°55'38" E	36°24'33"
C88	225.00'	41.64'	41.58'	N 78°10'12" E	10°36'12"
C89	225.00'	74.59'	74.25'	S 87°01'51" E	18°59'41"
C90	1500.00'	31.22'	31.22'	N 76°56'14" E	1°11'33"
C91	1670.00'	37.21'	37.20'	N 71°13'21" W	1°16'35"
C92	1670.00'	84.76'	84.75'	N 73°18'53" W	2°54'29"
C93	1550.00'	46.52'	46.51'	N 74°43'11" W	1°43'10"
C94	1550.00'	59.70'	59.70'	N 70°45'23" W	2°12'25"
C95	1670.00'	27.14'	27.14'	N 70°07'07" E	0°55'52"
C96	1550.00'	60.00'	60.00'	N 68°32'39" W	2°13'04"
C97	1670.00'	36.27'	36.27'	S 69°01'51" E	1°14'39"
C98	1670.00'	28.38'	28.38'	S 67°55'19" E	0°58'25"
C99	2000.00'	6.82'	6.82'	N 65°34'01" W	0°11'43"
C100	1550.00'	53.18'	53.18'	N 66°27'08" W	1°57'57"
C101	1670.00'	57.30'	57.30'	S 66°27'08" E	1°57'57"
C102	1880.00'	6.41'	6.41'	S 65°34'01" E	0°11'43"
C103	2000.00'	63.83'	63.83'	N 66°34'44" W	1°49'43"
C104	1880.00'	44.49'	44.49'	S 66°20'34" E	1°21'21"
C105	1880.00'	15.51'	15.51'	S 67°15'25" E	0°28'22"
C106	2000.00'	63.83'	63.83'	N 68°24'27" W	1°49'43"
C107	1880.00'	67.38'	67.38'	S 68°31'12" E	2°03'13"
C108	400.00'	38.03'	38.02'	S 25°10'37" W	5°26'50"
C109	2000.00'	102.59'	102.58'	N 70°47'29" W	2°56'20"
C110	400.00'	12.44'	12.44'	S 28°47'31" W	1°46'57"
C111	950.00'	51.14'	51.13'	S 28°08'28" W	3°05'03"
C112	350.00'	71.08'	70.96'	S 83°02'58" E	11°38'12"
C113	60.00'	53.74'	51.96'	N 30°46'09" W	51°18'57"
C114	15.50'	15.57'	14.92'	N 27°38'51" W	57°33'34"
C115	60.00'	46.24'	45.10'	N 16°57'53" E	44°09'07"
C116	60.00'	54.53'	52.67'	N 65°04'37" E	52°04'21"
C117	60.00'	54.53'	52.67'	N 62°50'59" E	52°04'28"
C118	60.00'	46.23'	45.10'	S 14°44'19" E	44°08'52"
C119	60.00'	53.78'	52.00'	S 33°00'48" W	51°21'24"
C120	15.50'	15.57'	14.92'	S 29°54'43" W	57°33'34"
C121	1500.00'	98.19'	98.18'	S 71°23'26" E	3°45'03"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C122	350.00'	125.27'	124.60'	S 80°27'24" W	20°30'26"
C123	275.00'	47.68'	47.62'	S 14°37'52" E	9°55'59"
C124	275.00'	60.00'	59.88'	S 03°24'51" E	12°30'03"
C125	275.00'	20.43'	20.42'	S 04°57'51" W	4°15'21"
C126	1500.00'	62.00'	62.00'	S 68°19'52" E	2°22'06"
C127	275.00'	60.76'	60.64'	S 13°25'19" W	12°39'35"
C128	1500.00'	43.92'	43.92'	S 66°18'29" E	1°40'40"
C129	2050.00'	24.01'	24.01'	S 65°48'17" E	0°40'15"
C130	225.00'	113.90'	112.69'	S 27°59'22" E	29°00'14"
C131	400.00'	76.92'	76.80'	N 74°47'39" E	11°01'05"
C132	125.00'	33.12'	33.03'	S 14°41'01" W	15°10'59"
C133	275.00'	31.95'	31.93'	S 39°09'48" E	6°39'21"
C134	400.00'	69.43'	69.35'	N 85°16'33" E	9°56'44"
C135	400.00'	3.22'	3.22'	S 89°31'14" E	0°27'42"
C136	525.00'	36.93'	36.92'	N 11°39'07" E	4°01'48"
C137	225.00'	20.42'	20.42'	S 10°53'13" E	5°12'03"
C138	225.00'	47.25'	47.16'	N 13°06'30" E	12°01'57"
C139	2050.00'	85.03'	85.03'	S 69°33'53" E	2°22'36"
C140	123.40'	13.55'	13.54'	S 00°27'14" W	6°17'27"
C141	225.00'	41.01'	40.96'	N 01°52'13" E	10°26'39"
C142	123.40'	59.05'	58.49'	S 16°24'02" E	27°25'04"
C143	225.00'	108.00'	106.99'	N 17°06'10" W	27°30'07"
C144	275.00'	172.09'	169.30'	N 24°33'49" W	35°51'20"
C145	225.00'	45.70'	45.62'	N 36°40'21" W	11°38'15"
C146	123.40'	72.60'	71.56'	N 13°15'18" W	33°42'32"
C147	2050.00'	60.02'	60.02'	S 71°35'30" E	1°40'39"
C148	350.00'	105.45'	105.05'	S 63°47'58" E	17°15'42"
C149	275.00'	46.13'	46.08'	S 59°58'27" E	9°36'40"
C150	1100.00'	41.67'	41.67'	S 24°08'06" W	2°10'14"
C151	1100.00'	50.00'	50.00'	S 21°44'51" W	2°36'16"
C152	1100.00'	50.00'	50.00'	S 19°08'35" W	2°36'16"
C153	1100.00'	50.00'	50.00'	S 16°32'19" W	2°36'16"
C154	1100.00'	20.00'	20.00'	S 14°42'56" W	1°02'30"
C155	1100.00'	50.00'	50.00'	S 12°53'33" W	2°36'16"
C156	1100.00'	50.00'	50.00'	S 10°17'18" W	2°36'16"
C157	1100.00'	50.00'	50.00'	S 07°41'02" W	2°36'16"
C158	1100.00'	50.00'	50.00'	S 05°04'46" W	2°36'16"
C159	1100.00'	50.00'	50.00'	S 02°28'31" W	2°36'16"
C160	1100.00'	13.66'	13.66'	S 00°49'02" W	0°42'42"
C161	60.00'	42.01'	41.16'	S 13°25'53" W	40°07'13"
C162	15.50'	8.94'	8.81'	S 16°58'35" E	33°01'48"
C163	60.00'	43.51'	42.56'	S 27°24'16" E	41°33'04"
C164	60.00'	35.78'	35.25'	S 65°15'52" E	34°10'10"
C165	185.50'	117.69'	115.73'	S 24°03'53" W	36°21'08"
C166	60.00'	41.95'	41.10'	N 77°37'12" E	40°03'43"
C167	15.50'	8.77'	8.65'	N 74°10'25" E	32°25'09"
C168	400.00'	71.56'	71.47'	N 17°42'32" E	10°15'02"
C169	2050.00'	45.40'	45.40'	S 89°43'28" E	1°16'08"
C170	2050.00'	65.00'	65.00'	N 88°43'58" E	1°49'00"
C171	225.00'	89.99'	89.39'	S 13°45'43" W	22°55'00"
C172	2050.00'	72.04'	72.04'	N 86°49'04" E	2°00'49"
C173	850.00'	38.87'	38.87'	S 23°54'36" W	2°37'13"
C174	950.00'	43.45'	43.44'	N 23°54'36" E	2°37'13"
C175	850.00'	50.00'	49.99'	S 20°54'53" W	3°22'13"
C176	950.00'	55.88'	55.87'	N 20°54'53" E	3°22'13"
C177	850.00'	50.00'	49.99'	S 17°32'39" W	3°22'13"
C178	950.00'	55.88'	55.87'	N 17°32'39" E	3°22'13"
C179	850.00'	50.00'	49.99'	S 14°10'26" W	3°22'13"
C180	950.00'	55.88'	55.87'	N 14°10'26" E	3°22'13"
C181	850.00'	50.00'	49.99'	S 10°48'13" W	3°22'13"
C182	950.00'	55.88'	55.87'	N 10°48'13" E	3°22'13"
C183	850.00'	50.00'	49.99'	S 07°26'00" W	3°22'13"
C184	950.00'	55.88'	55.87'	N 07°26'00" E	3°22'13"
C185	850.00'	50.00'	49.99'	S 04°03'47" W	3°22'13"
C186	950.00'	55.88'	55.87'	N 04°03'47" E	3°22'13"
C187	850.00'	28.43'	28.43'	S 01°25'10" W	1°54'59"
C188	950.00'	31.78'	31.77'	N 01°25'10" E	1°54'59"
C189	1050.00'	35.12'	35.12'	N 01°25'10" E	1°54'59"
C190	1050.00'	61.76'	61.76'	N 04°03'47" E	3°22'13"
C191	1050.00'	61.76'	61.76'	N 07°26'00" E	3°22'13"
C192	1050.00'	61.76'	61.76'	N 10°48'13" E	3°22'13"
C193	1050.00'	61.76'	61.76'	N 14°10'26" E	3°22'13"
C194	1050.00'	61.76'	61.76'	N 17°32'39" E	3°22'13"
C195	1050.00'	61.76'	61.76'	N 20°54'53" E	3°22'13"
C196	1050.00'	48.02'	48.02'	N 23°54'36" E	2°37'13"
C197	400.00'	16.66'	16.66'	N 24°01'38" E	2°23'09"
C198	275.00'	65.75'	65.60'	N 07°50'51" E	13°41'58"
C199	225.00'	53.08'	52.96'	S 09°41'50" W	13°30'58"
C200	2395.00'	129.07'	129.05'	N 80°49'50" W	3°05'16"
C201	2500.00'	47.40'	47.40'	N 81°06'50" W	1°05'11"
C202	2395.00'	75.40'	75.39'	S 81°28'21" E	1°48'13"
C203	2500.00'	66.78'	66.77'	N 79°48'20" W	1°31'49"
C204	2395.00'	63.97'	63.97'	S 79°48'20" E	1°31'49"
C205	2500.00'	63.45'	63.44'	N 78°18'47" W	1°27'15"
C206	2395.00'	60.78'	60.78'	S 78°18'47" E	1°27'15"
C207	2500.00'	66.60'	66.60'	N 76°49'22" W	1°31'35"
C208	2395.00'	57.87'	57.87'	S 76°53'38" E	1°23'04"
C209	2395.00'	128.95'	128.94'	N 77°44'39" W	3°05'06"
C210	275.00'	0.22'	0.22'	N 25°11'49" E	0°02'47"
C211	275.00'	50.28'	50.21'	N 19°56'08" E	10°28'35"
C212	235.50'	125.10'	123.64'	N 18°57'34" E	30°26'13"
C213	15.55'	10.92'	10.70'	S 89°13'55" E	40°13'55"
C214	60.00'	25.37'	25.18'	S 59°19'33" E	24°13'44"
C215	60.00'	44.95'	43.90'	N 87°05'58" E	42°55'14"
C216	60.00'	27.55'	27.31'	N 52°29'10" E	26°18'23"
C217	60.00'	36.02'	35.48'	N 22°07'59" E	34°23'57"
C218	60.00'	48.84'	47.51'	N 18°23'14" W	46°38'30"
C219	15.55'	5.77'	5.74'	N 29°10'21" W	21°15'44"
C220	15.55'	5.15'	5.12'	N 09°03'24" W	18°58'11"
C228	2650.50'	120.12'	120.11'	S 76°35'13" E	2°35'48"
C229	2650.50'	68.81'	68.81'	N 76°01'56" W	1°29'15"
C231	2359.62'	41.53'	41.53'	S 75°07'16" E	1°00'31"
C232	2650.50'	51.31'	51.30'	N 77°19'50" W	1°06'33"
C233	2359.62'	49.67'	49.67'	S 77°13'42" E	1°12'22"
C234	2650.50'	51.69'	51.68'	N 78°26'38" W	1°07'02"
C235	2359.62'	49.57'	49.57'	S 78°26'00" E	1°12'13"
C236	2650.50'	52.54'	52.54'	N 79°34'13" W	1°08'09"
C237	2359.62'	50.20'	50.20'	S 79°38'41" E	1°13'09"
C238	2650.50'	63.80'	63.79'	N 80°49'40" W	1°22'45"
C239	2359.62'	60.69'	60.69'	S 80°59'28" E	1°28'25"
C240	2650.50'	145.28'	145.26'	S 79°56'49" E	3°08'26"
C241	15.50'	10.45'	10.25'	S 35°45'43" W	38°36'47"
C242	60.00'	33.83'	33.39'	S 38°54'54" W	32°18'24"
C245	60.00'	47.81'	46.56'	S 62°40'58" E	45°39'28"
C246	60.00'	42.02'	41.16'	N 74°25'39" E	40°07'19"
C247	60.00'	34.51'	34.04'	N 37°53'15" E	32°57'29"

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C248	60.00'	25.26'	25.08'	N 09°20'46" E	24°07'30"
C249	60.00'	56.43'	54.37'	N 29°39'27" W	53°52'56"
C250	15.50'	15.37'	14.75'	N 28°11'03" W	56°49'44"
C251	15.50'	4.39'	4.37'	N 08°20'34" E	16°13'30"
C252	2650.15'	119.97'	119.96'	S 83°54'30" E	2°35'37"
C253	2650.15'	88.85'	88.84'	N 83°34'19" W	1°55'15"
C254	2550.00'	54.50'	54.50'	S 83°55'12" E	1°13'29"
C255	2650.15'	51.96'	51.96'	N 85°05'39" W	1°07'24"
C256	2550.00'	50.00'	50.00'	S 85°05'39" E	1°07'24"
C257	2650.15'	51.96'	51.96'	N 86°13'03" E	1°07'24"
C258	2550.00'	50.00'	50.00'	S 86°13'03" E	1°07'24"
C259	2650.15'	51.96'	51.96'	N 87°20'28" W	1°07'24"
C260	2550.00'	50.00'	50.00'	S 87°20'28" E	1°07'24"
C261	2650.15'	51.96'	51.96'	N 88°27'52" W	1°07'24"
C262	2550.00'	50.00'	50.00'	S 88°27'52" E	1°07'24"
C263	2650.15'	45.31'	45.31'	N 89°30'57" W	0°58'46"
C264	2550.00'	43.60'	43.60'	S 89°30'57" E	0°58'46"
C265	175.00'	26.89'	26.87'	S 04°23'49" W	8°48'20"
C266	225.00'	28.77'	28.75'	S 05°08'14" W	7°19'31"
C267	2650.15'	222.05'	221.98'	S 87°36'20" E	4°48'02"
C268	500.00'	19.46'	19.46'	S 88°53'27" E	2°13'48"
C269	500.00'	64.44'	64.40'	S 84°05'01" E	7°23'04"
C270	500.00'	11.11'	11.11'	S 79°45'17" E	1°16'23"
C271	500.00'	47.31'	47.29'	S 81°49'43" E	5°25'15"
C272	15.50'	11.53'	11.26'	S 68°41'35" W	42°36'08"
C273	60.00'	59.62'	57.20'	S 60°54'03" W	56°55'54"
C274	15.50'	4.05'	4.03'	S 39°54'48" W	14°57'26"
C275	60.00'	36.87'	36.29'	N 73°01'46" W	35°12'28"
C276	60.00'	42.89'	41.99'	N 34°56'45" W	40°57'36"
C277	15.50'	15.57'	14.92'	S 61°13'33" E	57°33'34"
C278	60.00'	11.37'	11.35'	S 37°52'22" E	10°51'12"
C279	60.00'	158.30'	116.22'	N 81°07'03" E	151°09'58"
C280	500.00'	42.71'	42.69'	S 86°59'09" E	4°53'37"
C281	175.00'	21.63'	21.61'	N 05°15'34" E	7°04'51"
C282	225.00'	34.58'	34.54'	N 04°23'49" E	8°48'20"
C283	350.00'	16.12'	16.12'	S 23°54'03" W	2°38'21"
C284	50.00'	24.07'	23.91'	S 11°14'45" E	27°59'04"
C285	15.50'	12.99'	12.61'	S 06°43'45" E	48°01'05"
C286	350.00'	32.38'	32.37'	S 19°55'50" W	5°18'05"
C287	60.00'	54.29'	52.46'	S 34°01'51" W	51°50'50"
C288	60.00'	54.10'	52.28'	S 85°47'02" W	51°39'50"
C289	2000.00'	31.29'	31.29'	S 89°38'34" W	0°53'47"
C290	15.50'	12.18'	11.87'	N 67°23'38" W	45°01'49"
C291	60.00'	24.62'	24.44'	N 56°37'57" W	23°30'28"
C292	2000.00'	53.00'	53.00'	S 88°26'08" W	1°31'06"
C293	1890.00'	50.08'	50.08'	N 88°26'08" E	1°31'06"
C294	2000.00'	53.00'	53.00'	S 86°55'02" W	1°31'06"
C295	1890.00'	50.08'	50.08'	N 86°55'02" E	1°31'06"
C296	2000.00'	36.64'	36.64'	S 85°38'00" W	1°02'59"
C297	1890.00'	34.62'	34.62'	N 85°38'00" E	1°02'59"
C298	60.00'	19.47'	19.47'	S 82°37'44" W	4°57'32"
C299	275.00'	24.98'	24.97'	S 76°13'57" W	5°12'18"
C300	225.00'	25.60'	25.59'	S 76°53'23" W	6°31'10"
C301	275.00'	30.11'	30.09'	S 81°58'18" W	6°16'24"
C302	60.00'	2.31'	2.31'	S 28°39'01" W	2°12'10"
C303	15.50'	15.57'	14.92'	S 56°19'43" W	57°33'34"
C304	60.00'	58.61'	56.30'	S 57°44'04" W	55°57'56"
C305	60.00'	31.28'	30.93'	N 79°20'50" W	29°52'15"
C306	60.00'	20.09'	20.00'	N 54°49'04" W	19°11'17"
C307	60.00'	51.94'	50.34'	N 20°25'20" W	49°36'12"
C308	60.00'	61.99'	59.27'	N 33°58'41" E	59°11'50"
C309	60.00'	41.68'	40.85'	N 83°28'42" E	39°48'12"
C310	15.50'	15.57'	14.92'	S 61°13'33" E	57°33'34"
C311	60.00'	41.14'	40.34'	S 56°58'34" E	39°17'16"
C312	275.00'	4.81'	4.81'	N 74°07'53" E	1°00'10"
C313	225.00'	45.08'	45.00'	N 79°22'09" E	11°28'42"
C314	275.00'	50.28'	50.21'	N 79°52'14" E	10°28'32"
C315	275.00'	70.89'	70.69'	N 08°53'55" E	14°46'08"
C316	275.00'	0.83'	0.83'	N 16°22'09" E	0°10'20"
C317	250.00'	14.56'	14.56'	N 88°08'42" W	3°20'11"
C318	2250.00'	72.78'	72.78'	N 85°33'00" W	1°51'12"
C319	60.00'	24.47'	24.31'	S 06°51'02" W	23°22'17"
C320	15.50'	11.60'	11.32'	S 27°41'30" W	85°03'14"
C321	250.00'	130.76'	129.28'	S 75°12'10" W	29°58'06"
C324	500.00'	35.24'	35.23'	S 87°24'08" W	4°02'17"
C325	60.00'	188.62'	120.00'	N 01°44'48" E	180°07'03"
C326	1890.00'	134.79'	134.77'	S 87°09'06" W	4°05'11"
C327	60.00'	16.61'	16.56'	S 00°10'36" W	15°51'39"
C328	225.00'	37.74'	37.70'	N 59°58'27" W	9°36'40"
C329	400.00'	46.41'	46.38'	N 58°29'33" W	6°38'52"
C330	350.00'	44.16'	44.13'	N 26°04'06" E	7°13'47"
C331	1000.00'	351.53'	349.72'	N 19°36'45" E	20°08'28"
C332	250.00'	91.51'	91.46'	N 13°02'15" E	6°59'28"
C333	271.00'	78.36'	78.09'	N 08°14'58" E	16°34'02"
C334	1018.00'	50.08'	50.08'	N 01°26'36" W	2°49'08"
C335	5878.87'	141.19'	141.18'	N 85°47'47" E	1°22'34"
C336	300.00'	24.26'	24.25'	N 60°32'22" E	4°37'56"
C337	15.50'	13.95'	13.48'	N 84°00'17" E	51°33'49"
C338	60.00'	18.83'	18.75'	S 79°12'15" E	17°58'52"
C339	300.00'	50.52'	50.46'	N 67°40'49" E	9°38'55"
C340	2400.00'	65.27'	65.27'	N 89°13'36" W	1°33'30"
C341	300.00'	50.22'	50.16'	N 77°18'00" E	9°35'28"
C342	2400.00'	69.19'	69.19'	N 87°37'17" W	1°39'06"
C343	300.00'	50.04'	49.98'	N 86°52'28" E	9°33'27"
C344	2400.00'	55.66'	55.66'	N 86°07'52" W	1°19'44"
C345	2300.00'	40.21'	40.21'	S 85°58'33" E	1°00'06"
C346	300.00'	9.79'	9.79'	S 87°24'43" E	1°52'13"
C347	2400.00'	79.63'	79.63'	N 84°30'59" W	1°54'04"
C348	2300.00'	43.96'	43.96'	S 84°55'39" E	1°05'43"
C349	2500.00'	80.67'	80.66'	N 84°25'45" W	1°50'55"
C350	2400.00'	74.89'	74.88'	S 84°27'35" E	1°47'16"
C351	2500.00'	69.30'	69.30'	N 86°08'52" W	1°35'18"
C352	2400.00'	66.53'	66.53'	S 86°08'52" E	1°35'18"
C353	2500.00'	62.24'	62.24'	N 87°39'18" W	1°25'35"
C354	2400.00'	59.75'	59.75'	S 87°39'18" E	1°25'35"
C355	2500.00'	62.24'	62.24'	N 89°04'53" W	1°25'35"
C356	2400.00'	59.75'	59.75'	S 89°04'53" E	1°25'35"
C357	2500.00'	9.21'	9.21'	N 89°54'01" W	0°12'40"
C358	2400.00'	8.84'	8.84'	S 89°54'01" E	0°12'40"
C359	500.00'	18.90'	18.90'	S 88°54'41" W	2°09'57"
C360	500.00'	60.01'	59.97'	S 84°23'25" W	6°52'35"
C361	500.00'	54.77'	54.75'	S 82°14'42" W	6°16'35"
C362	500.00'	16.10'	16.10'	S 80°01'46" W	1°50'43"

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°17'23" E	2.46'
L2	N 13°40'01" E	76.87'
L3	N 07°05'32" E	13.50'
L4	N 22°16'51" E	27.68'
L5	N 22°27'12" E	54.97'
L6	N 02°51'10" W	52.03'
L7	N 00°37'09" E	23.55'
L8	N 25°13'13" E	0.83'
L9	S 04°53'30" W	11.74'
L10	N 85°06'30" E	14.95'
L11	N 04°53'30" W	9.26'
L12	N 73°32'41" W	18.49'
L13	N 88°48'59" W	7.72'
L14	N 88°48'59" W	0.79'
L15	S 55°27'14" W	19.97'
L16	N 43°48'59" W	35.36'
L17	S 07°05'32" W	17.39'
L18	N 07°05'32" E	1.28'
L19	N 88°52'04" E	16.99'
L20	S 63°44'05" W	22.45'
L21	S 88°48'59" E	32.72'
L22	N 02°51'10" W	27.19'
L23	N 47°42'44" W	35.60'
L24	N 80°59'11" W	42.12'
L25	N 09°00'49" E	15.00'
L26	S 80°59'11" E	42.99'
L27	S 45°50'03" E	20.65'
L28	S 00°40'39" W	22.32'
L29	N 01°11'01" E	12.57'
L30	N 01°11'01" E	17.62'
L31	S 07°05'32" W	21.85'
L32	S 13°40'01" W	20.50'
L33	S 39°04'58" E	20.16'
L34	N 46°10'54" E	15.36'
L35	N 46°00'53" E	28.47'
L36	N 49°03'13" E	25.57'
L37	N 45°31'39" E	32.19'
L38	N 44°27'58" W	22.36'
L39	S 41°15'29" E	18.55'
L40	N 40°56'47" W	20.06'
L41	N 36°37'43" E	20.11'
L42	S 82°54'28" E	10.00'
L43	S 34°28'52" E	22.44'
L44	S 49°02'58" W	22.31'
L45	N 49°20'51" E	22.37'
L46	N 33°22'56" W	22.82'
L47	S 22°27'12" W	15.63'
L48	S 65°00'20" W	22.11'
L49	S 24°55'42" E	18.85'
L50	N 01°07'56" E	3.35'
L51	N

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. H.1.

Meeting Date: 7/6/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
Other Business
Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00p.m. on Tuesday, September 15, 2026, to Review and Approve SEDCO's Annual Budget and Work Plan

Issue:
To consider scheduling a joint meeting of the City Council and the Sherman Economic Development Corporation (SEDCO) Board of Directors for 12:00 p.m. on Tuesday, September 15th, to review and approve SEDCO's annual budget and work plan

Background:
The SEDCO Bylaws require an annual meeting of their Board of Directors with the City Council. Topics for consideration are (1) SEDCO's 2025-2026 Program of Work Results and (2) SEDCO's Proposed2026-2027 Program of Work and Budget.

Capital Improvement Program:

Origination:
SEDCO Board Chair Gail Utter
SEDCO President Kent Sharp
City Manager Zachary Flores

Financial Consideration:
Annual budget for SEDCO after review and consideration by the City Council

Staff Recommendation:
It is recommended that the City Council schedule a joint meeting with the SEDCO Board of Directors for 12:00 p.m. on Tuesday, September 15th in the City Council Chambers.

Alternatives:
An alternate date, if needed, is Thursday, September 17th .

Attachments:
1. Joint Meeting Letter Request 5-29-24

SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

May 29, 2024

Mr. David Plyler
Mayor, City of Sherman
220 W. Mulberry St.
Sherman, Texas 75090

Mayor Plyler:

The Bylaws of the Sherman Economic Development Corporation (SEDCO) require the organization to present an annual program of work and budget to the Sherman City Council.

SEDCO requests a joint meeting of the SEDCO Board of Directors and Sherman City Council to be held at 12:00 p.m. on either Tuesday, September 10th or Thursday, September 12th in the Council Chambers at City Hall or at an alternative meeting location if the Council Chambers are not available.

At the meeting, SEDCO will present the results of the 2023-2024 Program of Work, the proposed 2024-2025 Program of Work, and the proposed 2024-2025 Budget.

Thank you for your consideration of this request.

Best Regards,

Kent Sharp
SEDCO President

SHERMAN ECONOMIC DEVELOPMENT CORPORATION
307 W. WASHINGTON, SUITE 102 - SHERMAN, TX 75090
PHONE:903-868-2566 • FAX:903-813-0403
WWW.SEDCO.ORG

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.4.b.

Meeting Date: 7/6/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By: Zachary Flores, City Manager

Caption:
APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
Keep Sherman Beautiful Commission (3)

Issue:
In September 2024, the decision was made to temporarily suspend operations and reorganize the Keep Sherman Beautiful Commission. Six of these positions were previously filled. There is currently one applicant for this board. Amy Hoffman-Shehan.

Background:
The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs for litter control in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Capital Improvement Program:

Origination:
The appointments originated with the Parks and Recreation Department.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
The staff's recommendation is to appoint Amy Hoffman-Shehan. Members will continue to recruit other citizens to serve on the board.

Alternatives:
The Council could delay appointments to the Board.

Attachments:
1. 2026-06-17 Fact Sheet and roster
2. Amy Hoffman-Shehan application

SHERMAN CITY COUNCIL
Agenda Communication Form

City Council Regular Meeting Agenda Item No. J.4.c.

Meeting Date: 7/6/2026

Prepared By: Teri Fine, Assistant to the City Manager

Approved By:

Caption:
APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS
West Hill Cemetery Board (5)

Issue:
At the August 18, 2025 Regular City Council meeting, the City Council voted to reform the West Hill Cemetery Advisory Committee. The Parks and Recreation department has been working diligently to recruit members. This board consists of five members. There are been four applications submitted for Sarah Ary, Amy Hoffman-Shehan, Billy Keene, Ronald Lee Woodworth.

Background:
The West Hill Cemetery Advisory Board shall act in an advisory capacity to the city council. It shall review current fees and charges for cemetery services and advise the city council as to any recommended changes. It shall review cemetery and mausoleum rules and regulations and recommend changes in same to the city council for approval.It shall advise the city council on short- and long-range cemetery planning for grounds and building upkeep as well as expansion of such cemetery. It shall provide such other cemetery advisory functions as may be directed by the city council.

Capital Improvement Program:

Origination:
The appointments originated with the Parks and Recreation Department.

Financial Consideration:
There is no financial consideration.

Staff Recommendation:
The staff's recommendation is to appoint Sarah Ary, Amy Hoffman-Shehan, Billy Keene, Ronald Lee Woodworth. Members will continue to recruit other citizens to serve on the board.

Alternatives:
The Council could delay appointments to the Board.

Attachments:
1. 2026.06.17 West Hill Cemetery Advisory Board Fact Sheet

2. Sarah Ary Application
3. Amy Hoffman-Shehan application
4. Billy Keene Application
5. Ronald Lee Woodworth