

CHAPTER 380 ECONOMIC DEVELOPMENT INCENTIVE AND PERFORMANCE AGREEMENT

As of the 21 day of September 2022, (the "Effective Date") this Chapter 380 Economic Development Incentive Agreement (the "Agreement") is entered into between the City of Kaufman, Texas (the "City"), a Texas municipal corporation, and Cedar Crest Development Company, LLC, a Texas limited liability Developer (the "Developer"). The City and the Developer are collectively referred to as the "Parties" or individually as a "Party."

Whereas, the Developer is a real estate developer that specializes in planning mixed-use projects in North Texas; and

Whereas, City and Developer entered into the South Pointe Development Incentive Agreement dated July 27, 2020 (the "Development Agreement"), wherein the Parties agreed upon certain standards for the development of an approximate 52 acre tract of land owned by City and identified more specifically therein (the "Property") in accordance with the terms of the Development Agreement and the zoning for the Property identified as Planned Development District 18 ("PD-18"); and

Whereas, the City and Developer worked together to establish a plan for the development of the Property for the purpose of furthering economic development within the City, which plan includes an indoor multi-sports facility, office, retail and restaurants; and

Whereas, the Parties recognize and agree that the establishment of a residential component consisting of multi-family, townhouse and single-family structures provides a population base and supports the establishment an continued viability of the commercial development on the Property; and

Whereas, the City adopted Ordinance No. O-28-20 which created Tax Reinvestment Zone Number Two City of Kaufman Texas ("TIRZ #2), and the Property is wholly located within TIRZ; and

Whereas, Pursuant to Texas Local Government Code, Section 272.001(b)(6), the Property is not subject to notice and bidding requirements for sale of municipally owned property, and consistent with the Development Agreement, the City has determined it necessary to convey the Property to the Developer in order to have the Property developed under the project plan adopted by the City and agreed upon by the Developer; and

Whereas, City is authorized under Chapter 380 of the Texas Local Government Code to offer certain economic development incentives for public purposes, including the promotion of local economic development and the stimulation of business and commercial activity in the City; and

Whereas, pursuant to the Development Agreement, the Parties agreed that Developer would acquire the Property for the purpose of allowing Developer to develop, install and construct the Authorized Improvements and certain private improvements, which shall include indoor multi-sports facility, office, retail, restaurants, multi-family, townhouse, and single-family units (the "Project"); and

Whereas, the Development Agreements sets forth specific obligations of the Parties for the development of the Property, including timing requirements for completion of the construction of both private and public improvements for the Project as a condition for the City's grant and release of its right to reversion of title to the Property as more specifically set forth in this Agreement; and

Whereas, For the accomplishment of the objectives set forth in the foregoing Recitals and in consideration of the mutual benefits to and promises of the Parties set forth herein, the Parties enter into this Agreement and agree to the terms and conditions set forth in this Agreement.

ARTICLE I. **RECITALS INCORPORATED / TERM**

1.01. Recitals Incorporated. The foregoing Recitals form the basis of the agreements set forth in this Agreement and are incorporated into and made a part of this Agreement for all purposes.

1.02. Term. This Agreement will become enforceable upon the Effective Date, and will terminate on the first to occur of:

- a) The completion of the Project; or
- b) Upon termination as provided for herein, whichever occurs first.

The foregoing shall be referred to as the "Term" of this Agreement.

ARTICLE II. **DEFINITIONS**

2.01. Authorized Improvements means those public improvements, constructed and installed by Developer and dedicated to the City as set forth in **Exhibit "A"** attached hereto and incorporated herein, and as listed in the TIRZ #2 Project and Finance Plan.

2.02. Phased Development Plan means the phasing schedule for Vertical Improvements and Authorized Improvements as set forth in **Exhibit "B"**, attached hereto and incorporated herein.

2.03. Sports Complex means an approximate 147,000 square foot indoor multi-sports facility constructed in accordance with the standards set forth in Planned

Development Ordinance Number 18 ("PD-18") of the City of Kaufman, Texas, as amended, a copy of which is attached hereto and incorporated herein as **Exhibit "E"**.

2.04. Tax Increment Reinvestment Zone No. 2 or "TIRZ #2" means Tax Reinvestment Zone Number Two City of Kaufman Texas, encompassing the Property and created pursuant to City of Kaufman Ordinance No. O-28-20.

2.05. Vertical Improvements means all privately owned improvements constructed by Developer or its contractors upon the Property as authorized by PD-18, City Regulations, and this Agreement.

ARTICLE III. **PERFORMANCE CRITERIA**

3.01. Developer's Obligations.

A. Conditions Precedent to Conveyance of Property to Developer. City shall convey the Property to Developer upon the occurrence of the following conditions as set forth in the Development Agreement:

- (1) Creation and approval of the TIRZ No. 2;
- (2) Developer's closing of a construction loan or providing evidence that the financing for the construction of the Authorized Improvements as identified in **Exhibit "B"** hereto, the "Authorized Improvements" has been obtained; and
- (3) the filing of a final plat application for the master infrastructure to include all Phases of the Authorized Improvements in accordance with the Development Agreement and that complies with all City Regulations, and a final plat for the right of way portion of the Authorized Improvements.

B. Developer's Purchase of the Property. The Developer and City agree to execute a sales contract for the purchase of approximately 52 acres owned by the City, the legal description of which is shown in **Exhibit "C"** hereto for the appraised value of **TWO MILLION FOUR HUNDRED AND ONE THOUSAND TWENTY-SEVEN AND 20/100 DOLLARS (\$2,401,027.20)** which amount is the fair market value of the Property (the "Purchase Price"). Such contract shall be substantially in the form attached hereto and incorporated herein as **Exhibit "D", Land Purchase Contract**. The Parties agree and understand that the Purchase Price represents the fair market value of the Property, and that City's conveyance of the Property is conditional based upon Developer's compliance with the terms of this Agreement and the City's reservation of the right to reversion of the Property. In the event of such reversion, City shall not be liable to reimburse Developer for any portion of the Purchase Price of the Property. The Parties agree and understand that at the time of closing, each Party shall be responsible for payment of its respective closing costs; however, the Purchase Price shall be documented as a credit to Developer pursuant to the terms of this Agreement in order to document that the Property is a grant

from City to Developer, and that in the event of reversion, City shall only be liable for payment to Developer of the value of improvements to the Property. The value of the improvements to the Property shall be determined by subtracting the value of those improvements from the greater of the Purchase Price or the market value of the Property at the time of such reversion.

C. Developer's Construction Obligation for Vertical Improvements. Developer shall diligently work in good faith to execute the Project on the Property in accordance the Development Agreement, Planned Development PD #18, this Agreement, and all applicable City ordinances and regulations. The Developer shall:

- (1) Complete the construction of the Authorized Improvements and Vertical Improvements in accordance with the Development Agreement and the Phased Development Plan.
- (2) Complete the construction of the Sports Complex within two (2) years of the date that the Property is conveyed to Developer by City (the "Construction Period"); however, if the construction of the proposed sports complex is not completed by the Developer by the last day of the Construction Period, but upon the last day of the Construction Period, construction of the sports complex is proceeding continuously without interruption, the Construction Period date of shall be automatically extended for an additional one hundred and eighty (180) calendar days from the last day of the Construction Period (the "Extension Period").

3.02 Reversion of Property Title to City. The Property is being conveyed to Developer subject to the City's right to reversion of title to the Property, which right shall be identified in the deed conveying the Property to Developer. If the Developer fails to complete the construction of the Authorized Improvements in accordance with the terms of the Development Agreement and/or if the Developer fails to complete the construction of the Sports Complex by the end of the Construction Period, or if applicable, by the end of the Extension Period, Developer understands and agrees that title to the Property shall automatically revert to City and that Developer shall be obligated to execute all necessary documents to effect that reversion of Property title to the City; additionally, upon such occurrence of reversion, Developer shall release and hold City harmless from any and all damages to Developer as a result of such reversion. Developer understands and agrees that the deed from City conveying title to the Property will contain a reversionary clause in accordance with this Agreement.

3.03 City Grant to Developer. In consideration of the Developer's construction of the Authorized Improvements at Developer's expense and in accordance with all terms of the Development Agreement, City agrees to convey the Property to the Developer, which conveyance constitutes a grant to the Developer in the amount of **TWO MILLION FOUR HUNDRED AND ONE THOUSAND TWENTY-SEVEN AND 20/100 DOLLARS (\$2,401,027.20)** which amount is the fair market value of the Property and the equivalent of the Purchase Price paid by Developer pursuant to this Agreement. .

3.04. City Release of Reversionary Right. Upon Developer's completion and City's acceptance of the Authorized Improvements, Developer's completion of the Sports Complex as part of Phase I of the Project, and Developer's compliance with the Phased Development Plan for the Project, the City agrees to execute and record a release of the right of reversion so that Developer will hold title to the Property without encumbrance by City's reversionary right.

ARTICLE IV.

DEFAULT, TERMINATION AND REMEDIES

4.01. The Parties acknowledge and agree that this Agreement will automatically terminate, and that the Parties herein will be relieved of their obligations and of their rights set forth herein upon breach of any obligation under this Agreement, or the Development Agreement, in addition to any other remedies expressly set forth in this Agreement with respect to such breach. The City may pursue such remedies as are available at law or in equity for breach of contract.

ARTICLE V. **MISCELLANEOUS**

5.01. Entire Agreement. This Agreement, including the Recitals and the Exhibits hereto, contains the entire agreement between the Parties with respect to the transactions contemplated herein.

5.02. Amendments. This Agreement may only be amended, altered or terminated by written instrument signed by all Parties.

5.03. Notices. Any notice, statement and / or communication required and / or permitted to be delivered hereunder shall be in writing and shall be delivered to the following either by certified mail or electronic mail transmission:

THE CITY:
Mike Slye, City Manager
City of Kaufman
209 South Washington Street
Kaufman, Texas 75142

With a copy to:
Patricia A. Adams, City Attorney
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

THE DEVELOPER:
David Willis
Cedar Crest Development Company, LLC
1412 Main Street, Suite 1000
Dallas, Texas 75202

With a copy to:
Robert Miklos
Miklos Cinclair, PLLC
1800 Valley View Lane, Suite 360
Farmers Branch, Texas 75234

Each Party will notify the other Parties in writing of any change in information required for notice under this paragraph within ten (10) days.

5.04. Applicable Law/Venue. This Agreement will be construed under the laws of the State of Texas and is performable in Kaufman County, Texas. Mandatory venue for any action under this Agreement will be in the state court of appropriate jurisdiction for the action in Kaufman County, Texas. Mandatory venue for any matters in federal court will be in the United States District Court for the Northern District of Texas.

5.05. Assignment. The Developer may not assign any of its rights, or delegate or subcontract any of its duties under this Agreement, in whole or in part, without the prior written consent of the City.

5.06. Cooperation. The Parties will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, provided that the City shall not be required to spend any money or have any further obligations other than those pursuant to the terms of this Agreement.

5.07. Immunity. The City, in entering into this Agreement does not waive its immunity from suit or any other limitations on its liability, contractual or otherwise, as granted by the Texas Constitution or applicable laws of the State of Texas.

5.08. Severability. In the event any provision of this Agreement is illegal, invalid or unenforceable under the applicable present or future laws, then, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, that a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

5.09. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which constitute one instrument, and facsimile or electronic (in PDF) copies of this Agreement and facsimile or electronic (in PDF) signatures to this Agreement shall be authorized and deemed effective.

EXECUTED in duplicate originals to be effective as of the Effective Date.

CITY:

CITY OF KAUFMAN, TEXAS

By: 
Jeff Jordan, Mayor

ATTEST:

Jessie Hanks
Jessie Hanks, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams
Patricia A. Adams, City Attorney



DEVELOPER:

CEDAR CREST DEVELOPMENT COMPANY,
LLC

By: David Willis
David Willis

APPROVED AS TO FORM:

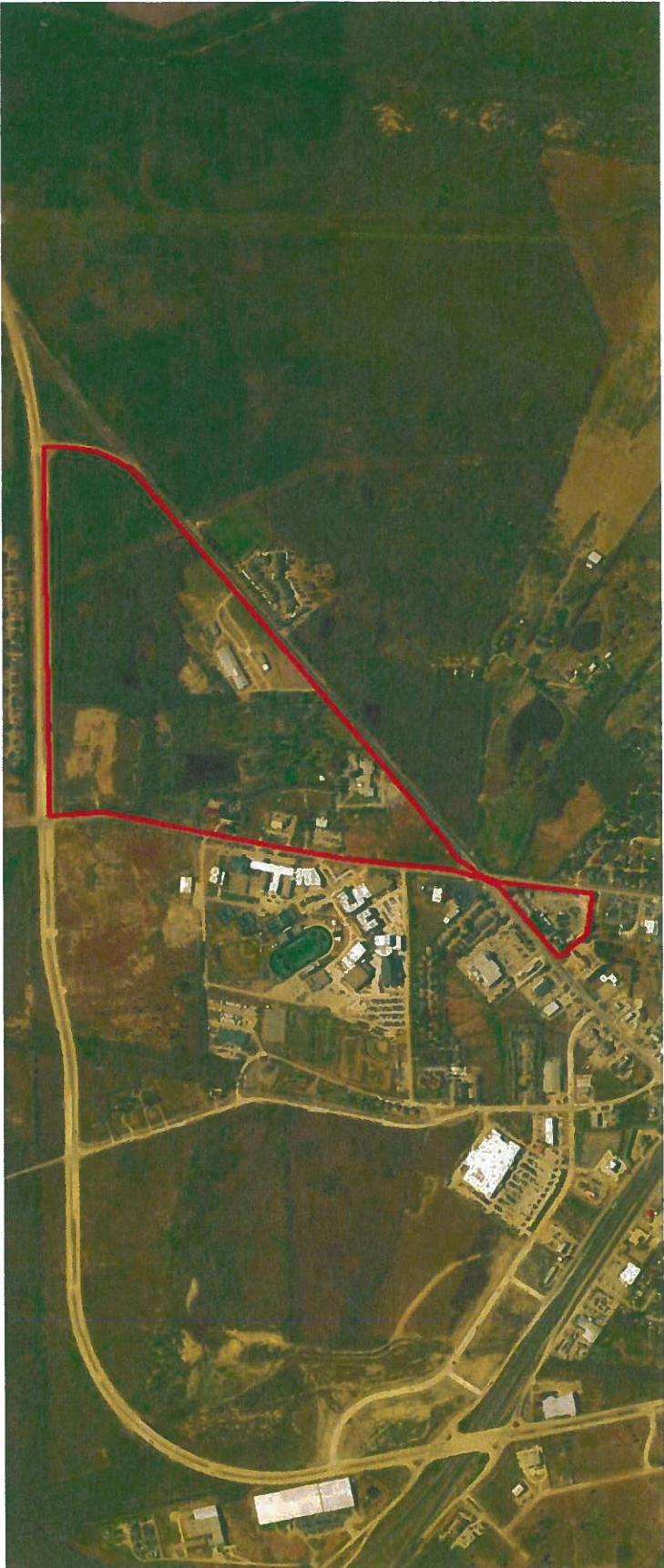
Robert Miklos
Robert Miklos, Attorney for Developer

EXHIBIT A

TIRZ Project and Finance Plan

Tax Increment Reinvestment Zone #2 City of Kaufman, Texas

PROJECT AND FINANCING PLAN
SEPTEMBER 2020



Project and Financing Plan, TIRZ #2

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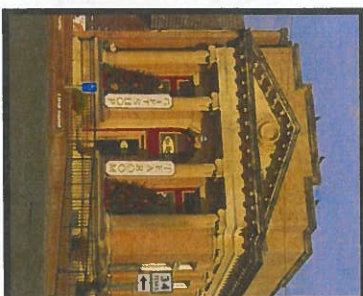
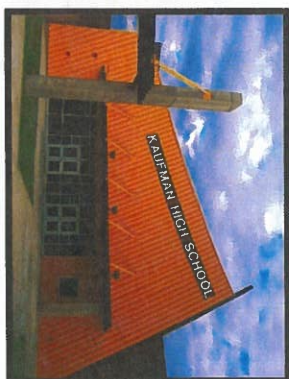
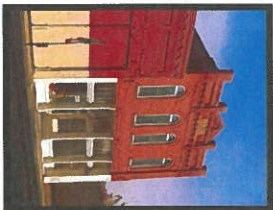
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

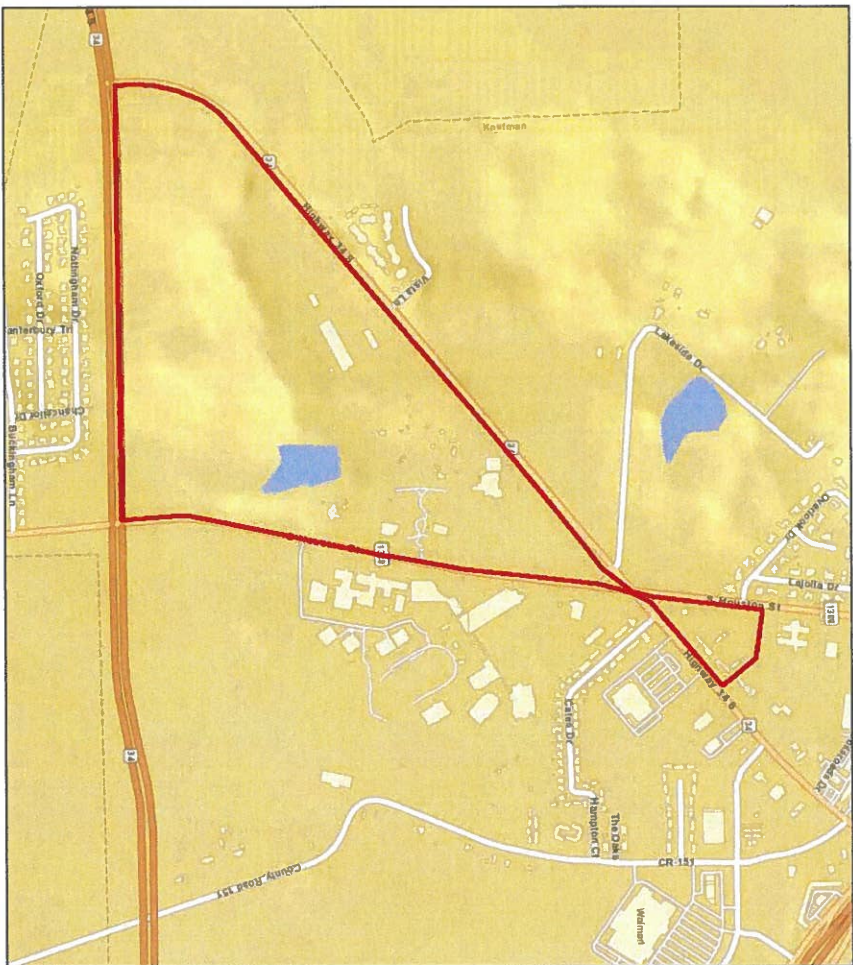
The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.



Located 30 miles southeast of Dallas and only 30 minutes from downtown, Kaufman is a community that is surrounded by incredible growth. Kaufman maintains its small town heritage while meeting the challenges of new urbanism through flexible development standards. The City of Kaufman is committed to the promotion of these high quality development in all parts of the City of Kaufman, and to an ongoing improvement in the quality of life for its citizens



Introduction

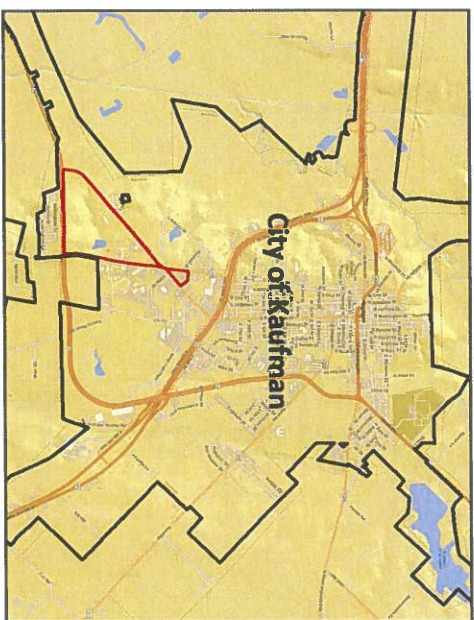


Tax Incremental Reinvestment Zone #2, City of Kaufman

The goal of Tax Incremental Reinvestment Zone #2 (TIRZ) is to continue funding the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions. TIRZ #2 will promote the creation of a mixed-use development consisting of an indoor sports complex, retail, a hotel, a mixed use facility, and residential, including both single family and multifamily development.

The project and financing plan outlines the funding of \$23,432,678 in public improvements related to water, sanitary sewer, and storm water facilities, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions.

Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



TIRZ Boundary



□ - TIRZ Boundary

Boundary Description
Kaufman TIRZ #2 is located in the southwest central portion of the City of Kaufman encompassing approximately 111,299 acres. The TIRZ is generally bound by Texas State Highway 34 to the south, South Washington Street to the west, and South Houston Street to the east.

Legal Description

Beginning at the northeast corner of Property ID 5487 where it meets the western right of way of South Washington Street, thence
South along the western right of way of South Washington Street to the point meets the southern point of Property ID 5487, thence
South to the northeast corner of Property ID 5369 at the point it meets the western right of way boundary of South Houston Street, thence
South along the western right of way boundary of South Houston Street to the point it meets the northern right of way boundary of Texas State Highway 34, thence
West along the northern right of way boundary of Texas State Highway 34 to the point it meets the eastern right of way boundary of South Washington Street, thence
North along the eastern right of way boundary of South Washington Street to the point it meets the northwest corner of Property ID 5369, thence
North to the southern point of Property ID 5487 where it meets the eastern right of way boundary of South Houston Street, thence
North along the eastern right of way boundary of South Houston Street to the point it meets the northwest corner of Property ID 5487, thence
East across the northern boundary of Property ID 5487 to the northeast corner of Property ID 5487 where it meets the western right of way of South Washington Street, which is the point of beginning.

Current Conditions



Land Use

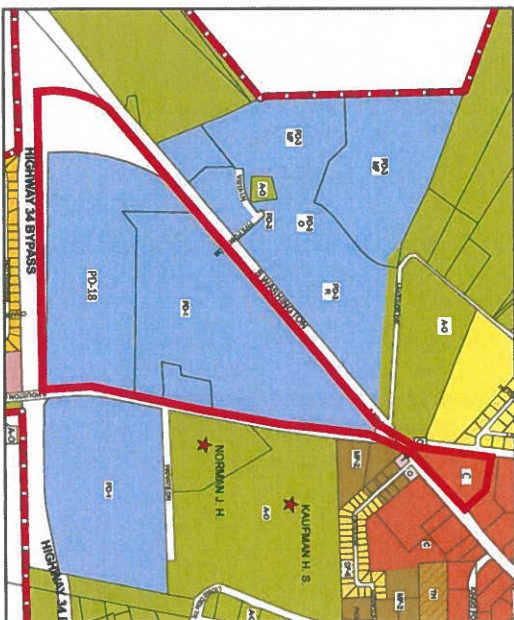
A portion of the land within the zone is improved with public buildings including the Kaufman County Children's Shelter, Kaufman County Library, Kaufman County Appraisal District, Kaufman County - South Campus, and Texas Department of Transportation Maintenance Facility. The balance of the land within the TIRZ is predominantly vacant.

Method of Relocating Persons to be Displaced

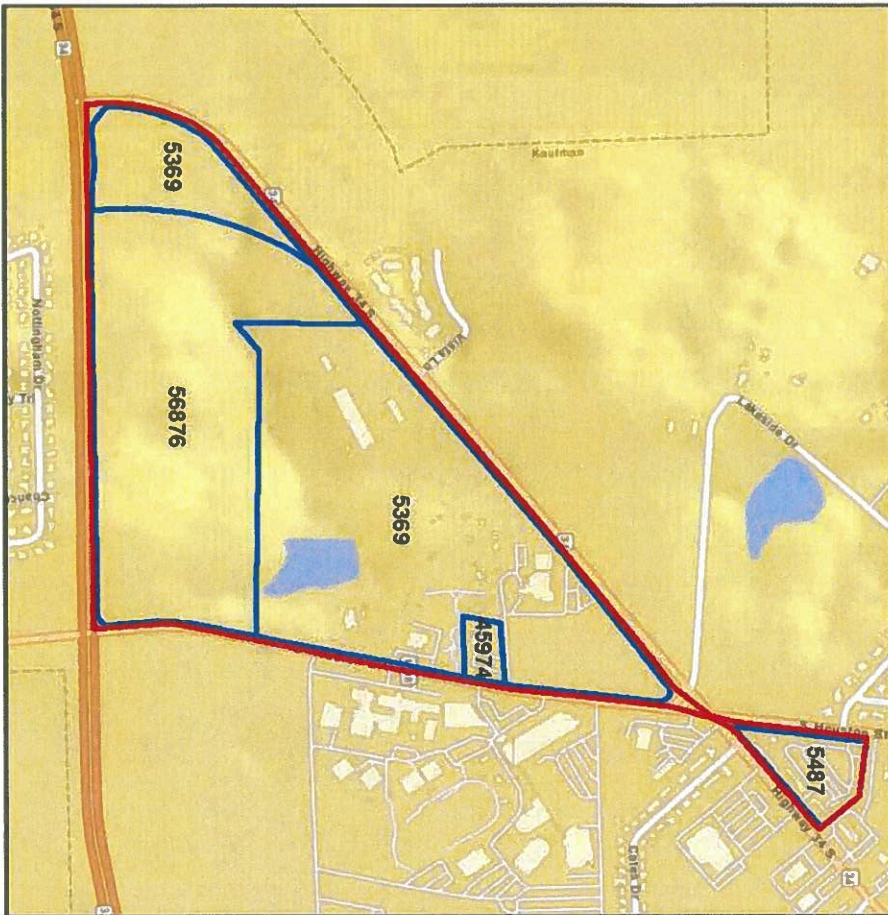
It is not anticipated that any persons will be displaced or need to be relocated as result of implementation.

Zoning

The property within the TIRZ is zoned currently as Planned Development (PD-1 and PD-18), shaded in light blue and Commercial, shaded in pink. The property may need to be rezoned to accommodate the planned development. It is not anticipated there will be any changes to the City of Kaufman zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.



Current Conditions



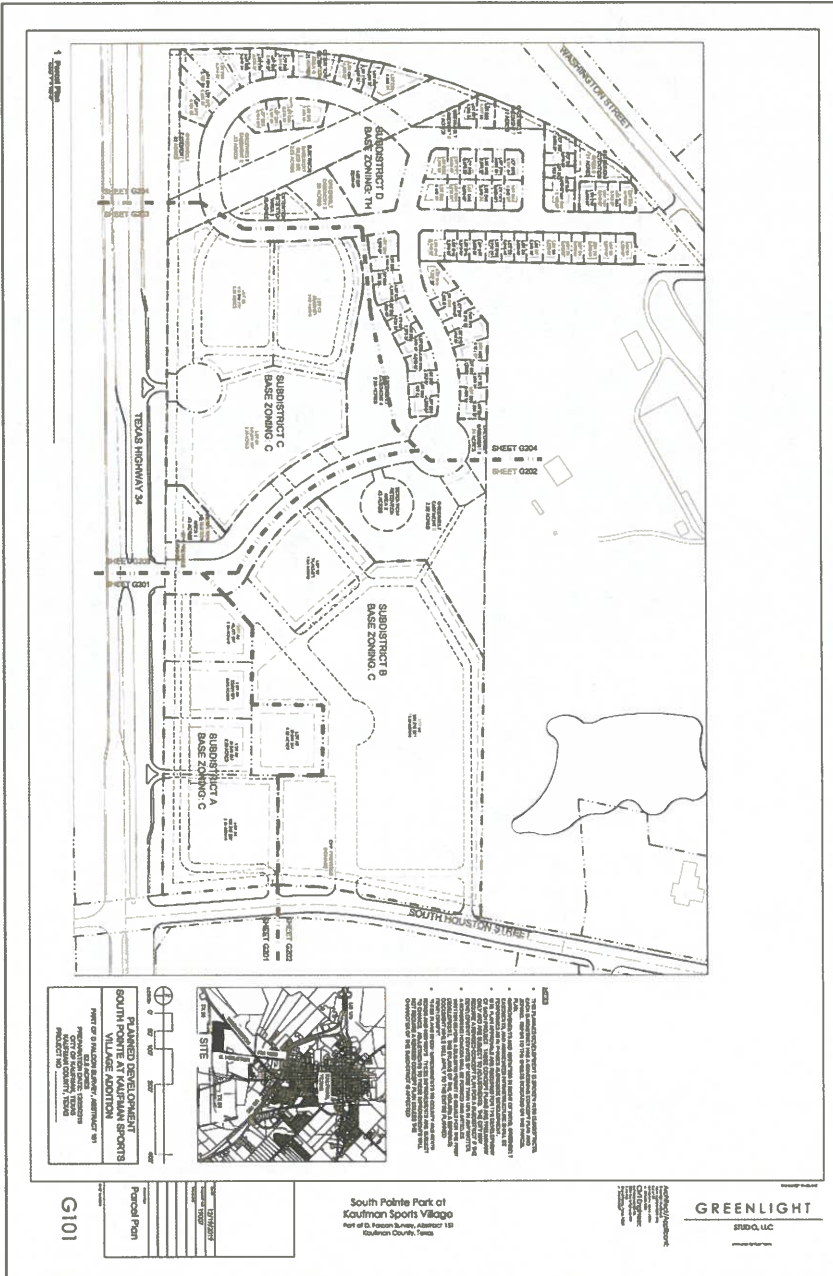
Current Ownership Information

There are currently five parcels within Tax Increment Reinvestment Zone #2. All five parcels are owned by public entities, including City of Kaufman, Kaufman County, Kaufman CAD, and the Texas Highway Department. The taxable value of the property is \$0.

It is the City's desire to have the land developed, facilitated by a direct transfer agreement between the City and a private entity, pursuant to Chapter 272 of the Local Government Code

Proposed Development

TIRZ #2 contains a planned proposed development consisting of an indoor sports complex, retail, a hotel, a mixed use facility, and residential, including both single family and multifamily development.



Proposed Development

The site plan below depicts the location of the various proposed land uses.



Proposed Development

Anticipated Development

The TIRZ #2 development is anticipated to be a large scale mixed-use development that will be constructed over the next several years and financed in part by incremental real property tax generated within the TIRZ.

The table provides an overview of the potential development that we believe will occur during the life of the TIRZ along with estimated dates of when the new construction will begin and be completed.

	Construction Start	Final Delivery	Units/SF	Taxable Value PSF/Unit	Incremental Value
PHASE ONE					
SPORTS COMPLEX	2021	2023	174,000	\$ 85	\$ 14,790,000
OUTPARCEL	2022	2024	6,500	\$ 250	\$ 1,625,000
OUTPARCEL	2022	2024	6,500	\$ 250	\$ 1,625,000
OUTPARCEL	2022	2024	6,500	\$ 250	\$ 1,625,000
OUTPARCEL - GAS	2022	2024	6,500	\$ 250	\$ 1,625,000
HOTEL	2022	2024	80	\$ 100,000	\$ 8,000,000
					\$ 29,290,000
PHASE TWO					
MIXED USE FACILITY	2023	2025	15,000	\$ 250	\$ 3,750,000
RESIDENTIAL	2023	2025	80	\$ 300,000	\$ 24,000,000
MULTIFAMILY	2023	2025	85	\$ 140,000	\$ 11,900,000
					\$ 39,650,000
PHASE THREE					
MULTIFAMILY	2025	2027	180	\$ 150,000	\$ 27,000,000
OFFICE	2025	2027	34,000	\$ 150	\$ 5,100,000
					\$ 32,100,000
Total					\$ 101,040,000

Project Costs

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #2 that will be financed by in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs		
Water Facilities and Improvements	\$ 2,343,268	10.0%
Sanitary Sewer Facilities and Improvements	\$ 1,405,561	6.0%
Storm Water Facilities and Improvements	\$ 997,307	4.0%
Street and Intersection Improvements	\$ 9,373,071	40.0%
Open Space, Park and Recreation Facilities and Improvements	\$ 5,858,169	25.0%
Utilities and Street Lighting	\$ 1,171,654	5.0%
Economic Development Grants	\$ 2,108,941	9.0%
Administrative Costs	\$ 234,327	1.0%
	\$ 23,432,678	100.0%

The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

- (1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:
 - (A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;
 - (B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;
 - (C) real property assembly costs;
 - (D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;
 - (E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;
 - (F) relocation costs;
 - (G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;
 - (H) interest before and during construction and for one year after completion of construction, whether or not capitalized;
 - (I) the cost of operating the reinvestment zone and project facilities;
 - (J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;
 - (K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and
 - (L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Financial Feasibility Analysis

Method of Financing

To fund the public improvements outlined on the previous page, the City of Kaufman will contribute 75% of the maintenance and operations portion of real property increment within the Zone. Subject to a separate interlocal agreement, 50% of the maintenance and operations portion of real property increment within the Zone from Kaufman County may be contributed. In addition, subject to a separate interlocal agreement, 50% of the maintenance and operations portion of real property increment within the Zone from Trinity Valley Community College may also be contributed.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, we have found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax	Participation	
City of Kaufman (M&O)	75%	0.3758173
Kaufman County (M&O)	50%	0.1733090
Road and Bridge	0%	0.0000000
Trinity Valley CC	50%	0.0692700
Kaufman ISD	0%	0.0000000
		0.64912628

Personal Property Tax	Participation	
City of Kaufman (M&O)	0%	0.0000000
Kaufman County (M&O)	0%	0.0000000
Road and Bridge	0%	0.0000000
Trinity Valley CC	0%	0.0000000
Kaufman ISD	0%	0.0000000
		0.00000000

Sales Tax	Participation	
City of Kaufman Sales Tax	0.00%	0.0000000
City Property Tax Reduction	0.00%	0.0000000
Economic Development	0.00%	0.0000000
Street Maintenance	0.00%	0.0000000
		0.00000000

Financial Feasibility Analysis

PHASE ONE: INPUT & OUTPUT

PHASE 1

PHASE 2

PHASE 3

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Financial Feasibility Analysis

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Category	Description	Year												Total
		2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
Revenue	General Fund	1,000,000	1,050,000	1,100,000	1,150,000	1,200,000	1,250,000	1,300,000	1,350,000	1,400,000	1,450,000	1,500,000	1,550,000	12,500,000
	Special Assessments	500,000	520,000	540,000	560,000	580,000	600,000	620,000	640,000	660,000	680,000	700,000	720,000	5,400,000
	State Grants	200,000	210,000	220,000	230,000	240,000	250,000	260,000	270,000	280,000	290,000	300,000	310,000	2,200,000
	Federal Grants	100,000	110,000	120,000	130,000	140,000	150,000	160,000	170,000	180,000	190,000	200,000	210,000	1,500,000
Costs	Personnel	800,000	820,000	840,000	860,000	880,000	900,000	920,000	940,000	960,000	980,000	1,000,000	1,020,000	7,800,000
	Materials	100,000	110,000	120,000	130,000	140,000	150,000	160,000	170,000	180,000	190,000	200,000	210,000	1,500,000
	Utilities	50,000	55,000	60,000	65,000	70,000	75,000	80,000	85,000	90,000	95,000	100,000	105,000	750,000
	Maintenance	30,000	35,000	40,000	45,000	50,000	55,000	60,000	65,000	70,000	75,000	80,000	85,000	600,000
Net Revenue		170,000	185,000	196,000	205,000	212,000	225,000	238,000	255,000	270,000	285,000	300,000	315,000	2,400,000
Total Revenue		1,700,000	1,835,000	1,956,000	2,055,000	2,152,000	2,275,000	2,418,000	2,575,000	2,740,000	2,915,000	3,100,000	3,290,000	24,900,000
Total Costs		1,530,000	1,605,000	1,680,000	1,755,000	1,832,000	1,925,000	2,020,000	2,120,000	2,220,000	2,320,000	2,420,000	2,520,000	19,500,000
Net Benefit		170,000	230,000	276,000	300,000	320,000	350,000	398,000	455,000	520,000	595,000	680,000	770,000	5,400,000

Financial Feasibility Analysis

PHASE TWO: INPUT & OUTPUT

INPUT

DEVELOPER FEE	1.0%
CONSTRUCTION FEE	1.0%

REAL PROPERTY TAX	
City of Houston (HMO)	0.372835
Harris County (HMO)	0.172500
Trinity Valley CC	0.083796
Harris ID	0.000000
TOTAL	0.628131

PHASE TWO	
City of Houston (HMO)	0.372835
Harris County (HMO)	0.172500
Trinity Valley CC	0.083796
Harris ID	0.000000
TOTAL	0.628131

City of Houston (HMO)	0.372835
Harris County (HMO)	0.172500
Trinity Valley CC	0.083796
Harris ID	0.000000
TOTAL	0.628131

OUTPUT

PHASE TWO	AREA	PERCENTAGE	TOTAL VALUE	PERCENTAGE	TOTAL VALUE
DEVELOPER FEE	1.0%	1.0%	1.0%	1.0%	1.0%
CONSTRUCTION FEE	1.0%	1.0%	1.0%	1.0%	1.0%
TOTAL	2.0%	2.0%	2.0%	2.0%	2.0%

REAL PROPERTY TAX	
City of Houston (HMO)	0.372835
Harris County (HMO)	0.172500
Trinity Valley CC	0.083796
Harris ID	0.000000
TOTAL	0.628131

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Page 24

PHASE THREE: INPUT & OUTPUT

▶ **INPUT**

BRANCH NO.	DATE
CHECK NO.	AMOUNT

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PHASE THREE

[illegible]

► **OUTPUT**

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STATE OF THE WORLD	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463	2464	2465	2466	2467	2468	2469	2470	2471	2472	2473	2474	2475	2476	2477	2478	2479	2480	2481	2482	2483	2484	2485	2486	2487	2488	2489	2490	2491	2492	2493	2494	2495	2496	2497	2498	2499	2500	2501	2502	2503	2504	2505	2506	2507	2508	2509	2510	2511	2512	2513	2514	2515	2516	2517	2518	2519	2520	2521	2522	2523	2524	2525	2526	2527	2528	2529	2530	2531	2532	2533	2534	2535	2536	2537	2538	2539	2540	2541	2542	2543	2544	2545	2546	2547	2548	2549	2550	2551	2552	2553	2554	2555	2556	2557	2558	2559	2560	2561	2562	2563	2564	2565	2566	2567	2568	2569	2570	2571	2572	2573	2574	2575	2576	2577	2578	2579	2580	2581	2582	2583	2584	2585	2586	2587	2588	2589	2590	2591	2592	2593	2594	2595	2596	2597	2598	2599	2600	2601	2602	2603	2604	2605	2606	2607	2608	2609	2610	2611	2612	2613	2614	2615	2616	2617	2618	2619	2620	2621	2622	2623	2624	2625	2626	2627	2628	2629	2630	2631	2632	2633	2634	2635	2636	2637	2638	2639	2640	2641	2642	2643	2644	2645	2646	2647	2648	2649	2650	2651	2652	2653	2654	2655	2656	2657	2658	2659	2660	2661	2662	2663	2664	2665	2666	2667	2668	2669	2670	2671	2672	2673	2674	2675	2676	2677	2678	2679	2680	2681	2682	2683	2684	2685	2686	2687	2688	2689	2690	2691	2692	2693	2694	2695	2696	2697	2698	2699	2700	2701	2702	2703	2704	2705	2706	2707	2708	2709	2710	2711	2712	2713	2714	2715	2716	2717	2718	2719	2720	2721	2722	2723	2724	2725	2726	2727	2728	2729	2730	2731	2732	2733	2734	2735	2736	2737	2738	2739	2740	2741	2742	2743	2744	2745	2746	2747	2748	2749	2750	2751	2752	2753	2754	2755	2756	2757	2758	2759	2760	2761	2762	2763	2764	2765	2766	2767	2768	2769	2770	2771	2772	2773	2774	2775	2776	2777	2778	2779	2780	2781	2782	2783	2784	2785	2786	2787	2788	2789	2790	2791	2792	2793	2794	2795	2796	2797	2798	2799	2800	2801	2802	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972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TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

—

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

Project and Financing Plan, TRZ #2
16

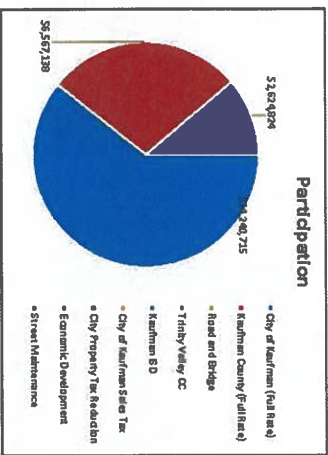
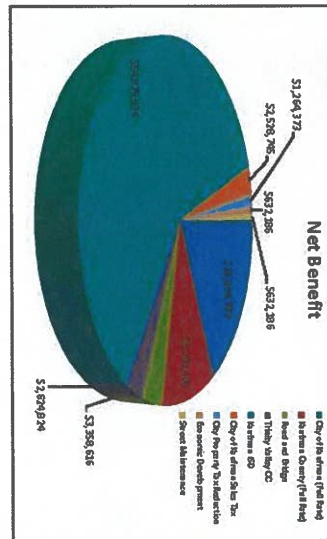
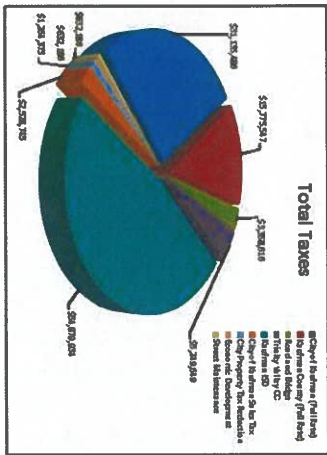
ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

Page 28

Financial Feasibility Analysis

Revenue Summary

Revenue Source	Total Revenue (Center of Road)	TIR	Net Benefit
City of Kaufman (Full Rate)	\$3,155,386	\$14,240,715	\$1,528,772
Kaufman County (Full Rate)	\$1,577,547	\$6,597,138	\$9,208,430
Road and Bridge	\$3,558,616	\$0	\$3,558,616
Trinity Valley CC	\$5,248,890	\$2,624,624	\$2,624,266
Kaufman ISD	\$4,879,554	\$0	\$4,879,554
City of Kaufman Sales Tax	\$7,529,745	\$0	\$7,529,745
City Property Tax Reduction	\$1,254,173	\$0	\$1,254,173
Economic Development	\$554,188	\$0	\$554,188
Street Maintenance	\$355,386	\$0	\$355,386
Total	\$35,558,722	\$24,462,467	\$11,221,134





Projects Cost Estimates:

All project costs listed in the project plan shall be considered estimates and shall not be considered a cap on expenditures.

Length of TIRZ #2 In Years:

The TIRZ has a 31-year term and is scheduled to end on December 31, 2051.

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

- issue bonds;
- impose taxes or fees;
- exercise the power of eminent domain; or
- give final approval to the Zone's project and financing plan.

APPENDIX A - CURRENT PROPERTY OWNERSHIP

Property ID	Owner	Land Size (Acres)	Land Value	Improvement Value	Total Value	Exemption	Taxable Value
45974	KAUFMAN CAD	0	\$0	\$1,335,080	\$1,335,080	EX-XV	\$0
5369	KAUFMAN COUNTY	50.732	\$2,209,890	\$2,222,590	\$4,432,480	EX-XV	\$0
56876	CITY OF KAUFMAN	54	\$940,900	\$0	\$940,900	EX-XV	\$0
5487	TEXAS HIGHWAY DEPT	6.567	\$1,430,290	\$150,000	\$1,580,290	EX-XV	\$0
Total		111.299	\$4,581,080	\$3,707,670	\$8,288,750		\$0

*Source: Kaufman Central Appraisal District, 2020

EXHIBIT B

Vertical Improvements and Authorized Improvements (Phasing Schedule)

Exhibit B – Phasing Schedule

Refer to Exhibit C Sheet G101

Phase 1

- Retail Sites - Pad Ready only
Subdistrict A Lots A1, A2, A3, and A4
- Sportsplex of Texas
Subdistrict B Lot B1
- Hotel
Subdistrict C Lot C1
- Water Tower
Subdistrict A Lot A5
- Lift Station and Sanitary Sewer Line

Phase 2

- Mixed use
Subdistrict C Lot C2
Splash park

Phase 3

- Residential
Subdistrict D
- Any remaining commercial lots

1000
 900
 800
 700
 600
 500
 400
 300
 200
 100
 0

[illegible]

EXHIBIT C

Land Legal Description (52 Acres)

STATEWIDE SURVEYING SERVICES
REGISTERED PROFESSIONAL LAND SURVEYORS

GREG SJERVEN, R. P. L. S.
208 N. WASHINGTON

KAUFMAN, TEXAS 75142

METRO PHONE: (972) 962-4484
FAX: (972) 962-4480

FIELD NOTES FOR THE CITY OF KAUFMAN, TEXAS
D. FALCON SURVEY, ABSTRACT NO. 151
KAUFMAN COUNTY, TEXAS

All that certain lot, tract or parcel of land, part of the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas, part of that certain called 54,000 acre tract conveyed to City of Kaufman by Kaufman County, Texas on December 28, 2001, recorded in Vol. 1945 page 212 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

BEGINNING at a 3/8" iron rod found at the Easterly Northeast corner of the above mentioned 54,000 acre tract and being in the West Right of Way line of Farm to Market Road No. 1388,

THENCE S 11 deg. 17 min. 58 sec. W, with the West Right of Way line of Farm to Market Road No. 1388, a distance of 266.76 ft. to a Concrete Monument found at the P.C. of a curve to the left, the radius point of which bears S 78 deg. 42 min. 02 sec. E-1193.60 ft.

THENCE, continuing with said Right of Way line and with said curve to the left, the angle at which is 16 deg. 37 min. 34 sec., the radius is 1193.60 ft. and the tangent is 174.47 ft., a distance of 346.48 ft. to a Concrete Monument found at the P.T. of said curve to the left.

THENCE S 3 deg. 19 min. 56 sec. E, continuing with the West Right of Way line of Farm to Market Road No. 1388, a distance of 257.69 ft. to a 3/8" iron rod set at a corner clip.

THENCE S 42 deg. 12 min. 04 min. W, with said corner clip, a distance of 57.43 ft. to a 3/8" iron rod set in the North Right of Way line of State Highway No. 34 (By-Pass).

THENCE S 49 deg. 14 min. 37 sec. W, with the North Right of Way line of State Highway No. 34 (By-Pass), a distance of 427.62 ft. to a Right of Way Monument found for corner.

THENCE S 89 deg. 23 min. 48 sec. W, continuing with said Right of Way line, a distance of 1980.22 ft. to a Right of Way Monument found in a curve to the right, the radius point of which bears N 83 deg. 08 min. 05 sec. E-1909.86 ft.

THENCE, leaving said Right of Way line and with said curve to the right, the angle of which is 41 deg. 26 min. 11 sec., the radius is 1909.86 ft. and the tangent is 723.37 ft., a distance of 1381.21 ft. to a 3/8" iron rod found at the intersection of same with the Southeast Right of Way line of State Highway No. 34.

THENCE N 49 deg. 53 min. 20 sec. E, with the Southeast Right of Way line of State Highway No. 34, a distance of 319.39 ft. to a 3/8" iron rod found for corner.

THENCE S 0 deg. 44 min. 50 sec. E, a distance of 755.47 ft. to a 3/8" iron rod found for corner.

THENCE N 49 deg. 53 min. 41 sec. E, a distance of 236.29 ft. to a 3/8" iron rod found for corner.

THENCE N 89 deg. 13 min. 01 sec. E, a distance of 1741.94 ft. to the point of beginning, containing 53.871 acres of land.

I, Greg Sjerwen, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and companion plat were prepared from an actual survey made by me on the ground during the month of March, 2020.

GIVEN UNDER MY HAND AND SEAL, this 6th day of March, 2020.

NOTE: FIELD NOTES VOID IF NOT SIGNED IN BLUE INK

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244

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Statewide Surveying Services
cck wp2



EXHIBIT D

Land Purchase Contract

EXHIBIT E

Planned Development Ordinance Number 18 (“PD-18”) of the City of Kaufman, Texas

ORDINANCE O-10-20

AN ORDINANCE OF THE CITY OF KAUFMAN, TEXAS, AMENDING ORDINANCE NO. RZ-08-83, AN ORDINANCE ADOPTING PLANNED DEVELOPMENT NO. 1 ("PD-1"), AND AMENDING ZONING ORDINANCE NO. 0-20-80 OF THE CITY OF KAUFMAN TEXAS AS SUBSEQUENTLY AMENDED BY ORDINANCE NO. 0-02-07 AND CHAPTER 118 "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF KAUFMAN, COLLECTIVELY AMENDING "THE COMPREHENSIVE ZONING ORDINANCE AND THE OFFICIAL ZONING MAP" IN ORDER TO CHANGE THE ZONING CLASSIFICATION ON AN APPROXIMATE 54 ACRE TRACT OF LAND (PID 56876) FROM PD-1 TO PLANNED DEVELOPMENT-18 "PD-18" ON PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF SOUTH HOUSTON STREET (FM 1388) AND STATE HIGHWAY 34 BYPASS, ON A TRACT OF LAND OUT OF THE D. FALCON SURVEY, ABSTRACT 151, IN THE CITY OF KAUFMAN, KAUFMAN COUNTY, TEXAS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS AND ZONING MAP AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE, AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED UPON EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; AND PROVIDING PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, at its regular meetings held on the 5th day of May, 2020, the Planning and Zoning Commission did hold a public hearing and consider and make a recommendation for approval of a request to rezone an approximate 54 acre tract of land (PID 56876) from Planned Development-1 to Planned Development-18, a proposed mixed use development which includes an indoor multi-sports facility, office, retail, restaurants, multi-family, townhouse and single family use to be developed in four phases. The property is generally located at the northwest corner of South Houston Street (FM 1388) and State Highway 34 Bypass, such tract being a part of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County, Texas and more specifically described and depicted on **Exhibit "A"**, a copy of which is attached hereto and incorporated herein as (the "Property"), and

WHEREAS, Planned Development-18 includes specific Standards, as depicted on Exhibit "B" and the South Pointe Park at Kaufman Sport Village Concept Plan as depicted on Exhibit "C", each of which exhibits are attached hereto and incorporated herein, and reviewed as part of Case No. Z-01-20 by the Planning and Zoning Commission; and

WHEREAS, at its regular meeting held on the 18th day of May, 2020, the City Council held a public hearing for the proposed request to rezone an approximate 54 acre tract of land (PID 56876) from Planned Development-1 to Planned Development-18. Determining that all legal requirements of notice and hearings were met, considering the recommendations of the Planning and Zoning Commission, providing the public an opportunity to provide input, considering public input, and considering the compatibility of the proposed Planned Development 18 ("PD-18") zoning with surrounding properties and

the goals and objectives of the Comprehensive Zoning Ordinance and Zoning Map of the City, the City Council determined that the proposed amendment to the Zoning Ordinance and Zoning Map of the City set forth hereinbelow is consistent with the goals of land development as set forth in the Comprehensive Plan of the City, would allow orderly development of the Property which would serve the best interest of the health safety, and general welfare of the public;

WHEREAS, the City Council, has further determined the following amendment to the zoning laws would provide for and would be in the best interest of the health, safety, morals, and general welfare and is consistent with the future land use plan for the City of Kaufman.

NOW, THEREFORE, be it ordained by the City Council of the City of Kaufman, Texas:

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. That Ordinance No. RZ-08-83, an ordinance adopting Planned Development No. 1 ("PD-1"), and amending Zoning Ordinance No. 0-20-80 of the City of Kaufman, Texas, as subsequently amended by Ordinance No. 0-02-07 and Chapter 118 "Zoning" of the Code of Ordinances of the City of Kaufman, Texas, collectively amending "The Comprehensive Zoning Ordinance and The Official Zoning Map" of the City of Kaufman is hereby amended to reflect the change in zoning for an approximate 54 acre tract of land (PID 56876), such tract being a part of the D. Falcon Survey, Abstract No. 151, City of Kaufman, Kaufman County Texas more specifically described in Exhibit "A", a copy of which is attached hereto and incorporated herein, from Planned Development-1 ("PD-1") to Planned Development-18 ("PD-18") a mixed used development including an indoor multi-sports facility, office, retail, restaurants, multi-family, townhouse and single family uses, to be developed in four phases, with specific development Standards as depicted on Exhibit "B", a copy of which is attached hereto and incorporated herein and in accordance with the South Pointe Park at Kaufman Sport Village Concept Plan as depicted on Exhibit "C", a copy of which is attached hereto and incorporated herein.

SECTION 3. ZONING MAP AMENDMENT. In addition, the official Zoning Map of the City of Kaufman, Texas shall be annotated to show the change in zoning status of the Property from Planned Development-1 to Planned Development-18, thereon.

SECTION 4. CUMULATIVE REPEALER. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on


the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5. SEVERABILITY. If any section, subsection, clause, phrase or provision of this Ordinance, or any application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or any application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION 6. PENALTY. Any person who violates any provision of this Ordinance, upon conviction, shall be deemed guilty of a misdemeanor and shall be fined a sum not to exceed two thousand dollars (\$2,000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its passage and publication as required by law and Charter.

PASSED AND ADOPTED this 18th day of May, 2020.

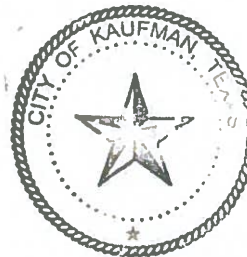


JEFF JORDAN
MAYOR

ATTEST:



JESSIE HANKS
CITY SECRETARY



APPROVED AS TO FORM:



PATRICIA A. ADAMS
CITY ATTORNEY

Exhibit "A"

Metes and Bounds Description

All that certain lot, tract or parcel of land, part of the D. Falcon Survey, Abstract No. 151, Kaufman County, Texas, part of that certain called 249.57 acre tract conveyed to the County of Kaufman, Texas by T. J. Broughton, et ux on October 15, 1918, recorded in Vol. 163 page 526 of the Deed Records of Kaufman County, Texas, part of that certain called 408 1/3 acre tract conveyed to the County of Kaufman by E. J. Thompson on July 16, 1883, recorded in Vol. 32 page 543 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

BEGINNING at a 3/8" Iron rod set in the West Right of Way line of Farm to Market Road No. 1388 and being N 3 deg. 23 min. 15 sec. W-220.69 ft. from the intersection of said Right of Way line with the South line of the above mentioned 249.57 acre tract.

THENCE N 88 deg. 52 min. 14 sec. W, a distance of 2450.00 ft. to a 3/8" Iron rod set in a curve to the right, the radius point of which bears N 84 deg. 51 min. 55 sec. E-1909.86 ft.

THENCE, in a Northerly direction with said curve to the right, the angle of which is 41 deg. 35 min. 41 sec., the radius is 1909.86 ft. and the tangent is 725.39 ft., a distance of 1386.49 ft. to a 3/8" Iron rod set in the Southeast Right of Way line of State Highway No. 34.

THENCE N 51 deg. 50 min. 18 sec. E, with said Right of Way line, a distance of 320.00 ft. to a 3/8" Iron rod set at the Northwest corner of that certain 15.000 acre tract, known as the Rodeo Grounds tract.

THENCE S 1 deg. 12 min. 48 sec. W, with the West line of said 15.000 acre tract, a distance of 755.78 ft. to a 3/8" Iron rod set at the South corner of same.

THENCE N 51 deg. 53 min. 42 sec. E, with the Southeast line of said 15.000 acre tract, a distance of 226.89 ft. to a 3/8" Iron rod set for corner.

THENCE S 88 deg. 52 min. 14 sec. E, a distance of 1742.41 ft. to a 3/8" Iron rod set in the West Right of Way line of Farm to Market Road No. 1388.

THENCE S 13 deg. 15 min. 49 sec. W, with the West Right of Way line of Farm to Market Road No. 1388, a distance of 264.99 ft. to a 3/8" Iron rod set at the P. C. of a curve to the left, the radius point of which bears S 76 deg. 44 min. 11 sec. E-1194.14 ft.

THENCE, continuing with said Right of Way line and with said curve to the left, the angle of which is 16 deg. 39 min. 04 sec., the radius is 1194.14 ft. and the tangent is 174.75 ft., a distance of 347.04 ft. to a 3/8" Iron rod set at the P. T. of said curve.

THENCE S 3 deg. 23 min. 15 sec. E, continuing with the West Right of Way line of Farm to Market Road No. 1388, a distance of 300.04 ft. to the point of beginning, containing 54.000 acres of land.

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and companion plat were prepared from an actual survey made by me on the ground during the month of October, 2001.

This survey was performed for the benefit of the County of Kaufman, Texas, the City of Kaufman, Texas and Kaufman County Title and Abstract Company. Use of these field notes by any other person or for any other purpose is prohibited.

54 Acre Tract of Land - PID 66876



Exhibit "B"
Planned Development 18 Standards
South Pointe Park at Kaufman Sports Village Standards

1.1 GENERAL PURPOSE AND DESCRIPTION:

PD-18 is designed to provide a sports and health destination to the city of Kaufman, specifically at the south side of the city. The plans and language are designed to preserve the natural character of the land, allow the use of a mixed indoor sports facility, encourage mixed development in retail, hospitality, healthcare, office, sports, housing, and provide quality connection points to both the on-site amenities as well as surrounding assets.

1.2 IN GENERAL

- A. PD-18 is subject to all codes, procedures, and applicable zoning ordinances except as modified herein. If any information conflicts, the planned development shall govern.
- B. Established Right of Ways and Splash Pad will be dedicated to the City of Kaufman.

1.3 DESIGNATION OF SUBDISTRICTS:

- A. PD-18 is broken into four separate subdistricts governed independently by individual concept plans as established in the PD documents. Each subdistrict is governed by the base zoning and will be developed under the enforceable zoning regulations as published on May 18, 2020, along with the exceptions noted herein.

1.4 GENERAL MINIMUM STANDARDS

- A. A 35' landscape buffer is required along State Highway 34 and South Houston Street.
- B. A 75' building setback is established along State Highway 34.
- C. A 50' building setback is established along South Houston Street.
- D. A 20' landscape buffer is established along S. Washington Street.
- E. Additional landscape buffers are not required unless shown on the concept plans.
- F. Screening is not required between uses within the PD.
- G. Proximity slopes and additional setbacks are not required between uses within the PD.
- H. Screening between the TH districts and adjacent land/ROW as indicated on the zoning plan.
- I. No outside storage shall be allowed by SUP only in subdistricts A and B.
- J. Parking requirements in PD-18 are indicated in each subdistrict.
- K. Street lighting design shall be approved by city staff.
- L. Dumpsters shall be enclosed by an 8' high masonry screen wall with finishes consistent with the main building. Painted steel gates to provide access.
- M. The first residential building permit will be issued in accordance with the development agreement.
- N. An 8' wrought iron fence with evergreen solid landscape screening is required between the residential uses and adjacent county land to the north.

Exhibit "B"
Planned Development 18 Standards
South Pointe Park at Kaufman Sports Village Standards

1.5 Home Owner's Association (HOA)/Commercial Owner's Association (COA) ESTABLISHED

- A. An HOA/COA will be filed with the state and shall be an enforceable entity for the maintenance of the common areas, greenbelt easements, and general quality and character of the development. The entity must be filed and in place before the first building permit issued.

1.6 SIGNAGE

- A. Signage shall be in accordance with Section 44, Sign Regulations, with the following exceptions:
 - a. Off-premises signage for the uses contained in this PD is allowed by right.
 - i. Locations of signage are indicated on the concept plans and will be limited to two signs.
 - ii. Off premises signs may be Changeable Message Signs with a maximum size of 200 SF on each side
 - iii. Strobe lights, beacon lights, and rotating or revolving signs are not permitted.
 - iv. Maximum height: 35'
 - v. Each side of sign face shall be a maximum of 200 SF. Remaining façade of monument must be of masonry materials consistent with the overall development.
 - vi. Pole signs are not allowed as an off premise sign.
 - vii. There is no maximum depth.
 - b. Signage shall not be allowed in the middle of street medians.

1.7 LANDSCAPING

- A. All development in the PD shall comply with the City of Kaufman Landscape Ordinance.
- B. This planned development is exempt from any tree mitigation as of the effective date of the ordinance as well as any future mitigation ordinances.

1.8 TEMPORARY STRUCTURES

- A. Temporary structures for the construction of the developments, sales, leasing, and other marketing and development uses are an allowed use in this PD.

2.1 SUBDISTRICT A

- A. Subdistrict A is established with the base zoning district Commercial (C) with the general PD regulations as well as the following:
 - a. Required Parking:
 - i. The maximum parking required for any retail uses is 1 space per 150 SF or the requirement based on the use, whichever is less.

Exhibit "B"
Planned Development 18 Standards
South Pointe Park at Kaufman Sports Village Standards

2.2 SUBDISTRICT B

- A. Subdistrict B is established with the base zoning district Commercial (C) with the general PD regulations as well as the following:
- a. Permitted uses:
 - i. The Mixed Indoor Sports Facility is established as its own use and is allowable in this subdistrict.
 - 1. Required parking for the sports facility is 1,000 spaces based on a 174,000 SF facility. If the size of the facility differs, the developer must provide a new justified number.
 - 2. Parking for this facility may be shared with other facilities.
 - 3. No overnight parking is allowed from off-site uses.
 - b. Height regulations:
 - i. Maximum Height: Six (6) stories or seventy-five feet above average grade plane (75') for the main building.
 - c. Size of yards:
 - i. Front, Rear, and Side yard Setbacks shall be 15' with the exceptions of those indicated in section 1.

2.3 SUBDISTRICT C

- A. Subdistrict C is established with the base zoning district Commercial (C) with the general PD regulations as well as the following:
- a. Permitted uses:
 - i. Multifamily is included as an acceptable use in this district with a maximum density of 100 units per acre.
 - b. Height Regulations:
 - i. Maximum Height: Six (6) stories or seventy-five feet (75') for the main building.
 - c. Size of Yards:
 - i. Front, Rear, and Side yard Setbacks shall be 15' with the exceptions of those indicated in section 1.
 - d. Required Parking:
 - i. The maximum parking required for any retail uses is 1 space per 150 SF or the requirement based on the use, whichever is less.

2.4 SUBDISTRICT D

- A. Subdistrict D is established with the base zoning district Townhouse Residential (TH) with the general PD regulations as well as the following:
- a. Maximum Height
 - i. Forty Feet (40').
 - b. Size of lots:
 - i. Minimum Lot Area is 3,000 SF.
 - 1. Detached single family housing requires a minimum lot size of 5,000 SF and is limited to 15% of the units of the overall development.
 - ii. No minimum lot width.
 - iii. No minimum lot depth.

Exhibit "B"
Planned Development 18 Standards
South Pointe Park at Kaufman Sports Village Standards

- c. **Size of yards:**
 - i. **Minimum front yard is 25.'**
 - 1. **Porches and awnings may protrude up to 8' into the yard.**
 - ii. **Minimum side yard is 10' if adjacent to another building or screen wall. Otherwise, the side yard is 15'.**
 - iii. **Minimum rear yard is 15.**
- d. **Additional Requirements**
 - i. **Building plan articulation no less than 4' is required every two units or 100', whichever is less. Porches and balconies are not considered for this requirement.**
 - ii. **A maximum of six (6) contiguous units may comprise one building.**
 - iii. **A 20' landscape/building setback along S. Washington Street.**

The site plan illustrates the proposed development at South Pointe Park. It shows a large area designated for 'PROPOSED DEVELOPMENT' with various building footprints and parking spaces. Surrounding areas are labeled 'EXISTING DEVELOPMENT'. The plan also indicates 'PARKING' areas and 'STREET LIGHTS'. A north arrow is positioned in the upper right corner of the plan.

1. General Plan

South Pointe Park
 South Pointe Park, Miami, FL
 South Pointe Park, Miami, FL
 South Pointe Park, Miami, FL

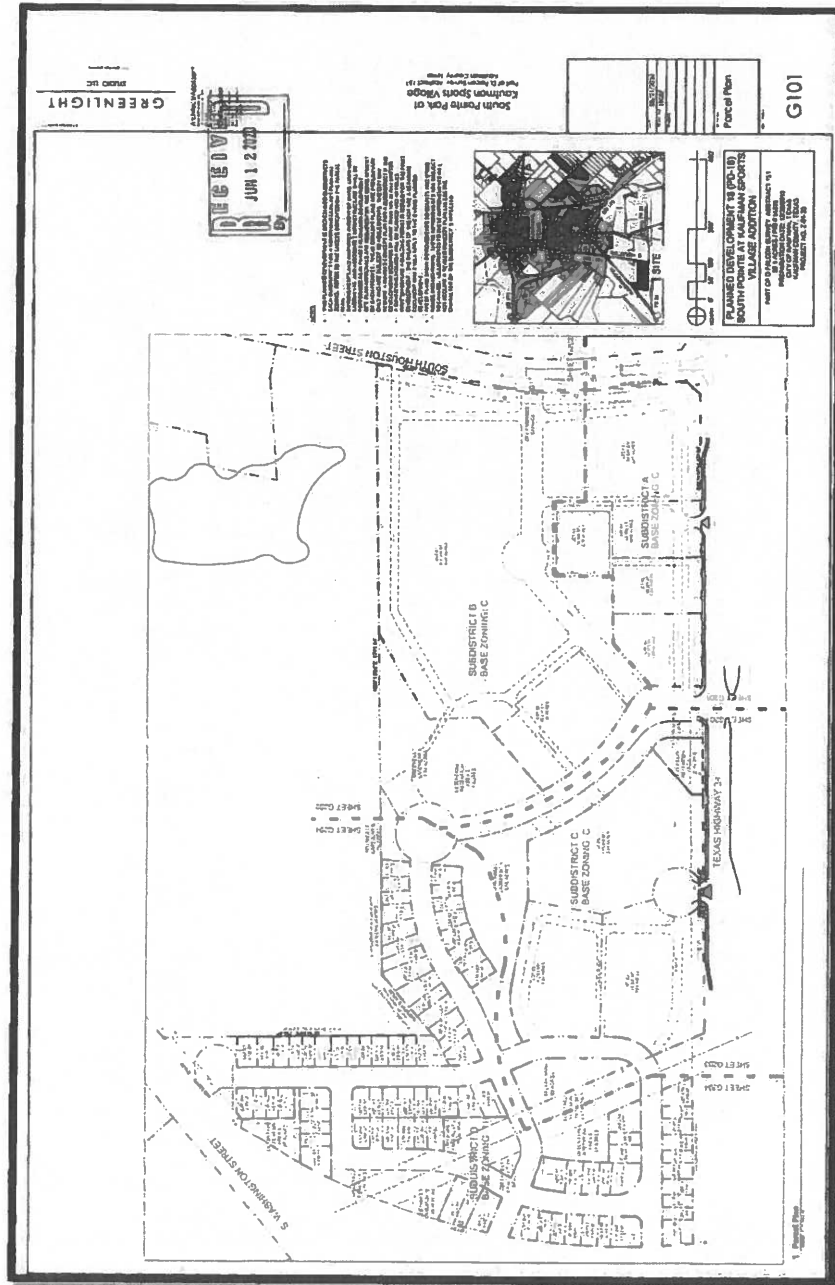
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GREENLIGHT

CONSENT PLAN

G100

Exhibit "C"
Planned Development -18 Concept Plan of
South Pointe Park at Kaufman Sports Village



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KEY PLAN

NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
2. THE FLORIDA BUILDING CODE, AS AMENDED.
3. THE FLORIDA ELECTRICAL CODE, AS AMENDED.
4. THE FLORIDA MECHANICAL CODE, AS AMENDED.
5. THE FLORIDA PLUMBING CODE, AS AMENDED.
6. THE FLORIDA FIRE CODE, AS AMENDED.
7. THE FLORIDA LAND DISTRICT CODE, AS AMENDED.
8. THE FLORIDA HEALTH CODE, AS AMENDED.
9. THE FLORIDA ENVIRONMENTAL CODE, AS AMENDED.
10. THE FLORIDA AESTHETIC CODE, AS AMENDED.
11. THE FLORIDA HISTORIC PRESERVATION CODE, AS AMENDED.
12. THE FLORIDA CULTURAL HERITAGE CODE, AS AMENDED.
13. THE FLORIDA ANTI-CORRUPTION CODE, AS AMENDED.
14. THE FLORIDA ANTI-MONEY LAUNDERING CODE, AS AMENDED.
15. THE FLORIDA ANTI-TERRORISM CODE, AS AMENDED.
16. THE FLORIDA ANTI-TRAVEL CODE, AS AMENDED.
17. THE FLORIDA ANTI-TRAFFIC CODE, AS AMENDED.
18. THE FLORIDA ANTI-TOURISM CODE, AS AMENDED.
19. THE FLORIDA ANTI-TELEVISION CODE, AS AMENDED.
20. THE FLORIDA ANTI-TELEPHONE CODE, AS AMENDED.
21. THE FLORIDA ANTI-TELEGRAPH CODE, AS AMENDED.
22. THE FLORIDA ANTI-TELETYPE CODE, AS AMENDED.
23. THE FLORIDA ANTI-TELEFAX CODE, AS AMENDED.
24. THE FLORIDA ANTI-TELECOM CODE, AS AMENDED.
25. THE FLORIDA ANTI-TELEVISION CODE, AS AMENDED.
26. THE FLORIDA ANTI-TELEPHONE CODE, AS AMENDED.
27. THE FLORIDA ANTI-TELEGRAPH CODE, AS AMENDED.
28. THE FLORIDA ANTI-TELETYPE CODE, AS AMENDED.
29. THE FLORIDA ANTI-TELEFAX CODE, AS AMENDED.
30. THE FLORIDA ANTI-TELECOM CODE, AS AMENDED.

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Exhibit "C"
Planned Development -18 Concept Plan of
South Pointe Park at Kaufman Sports Village

