

RESOLUTION NO. 09-20-2022C

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF GAINESVILLE, TEXAS, A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT FOR IMPACT FEES WITH SUMMA TERRA VENTURES, LLC.

WHEREAS, the City Council of the City of Gainesville, Texas has determined that entering into an agreement with Summa Terra Ventures, LLC for an upfront payment equal to the amount that would go toward impact fees for expanding the City's sewer capacity and encouraging the growth of the local workforce is beneficial to the economy and surrounding area; and

WHEREAS, the City of Gainesville deems it to be in the best interest of the citizens of Gainesville to authorize said agreement; and

WHEREAS, the agreement makes a unique contribution to the development of the sewer system that will impact the entire central and eastern portions of the City; and

WHEREAS, the agreement makes a significant contribution to the City of Gainesville's FY 2022 – 2023 Goals by providing funds to go towards the development of the South Sewer Line (WWMP 11), the Elkins Lift Station (WWMP 6), and a portion of the Wheeler Creek Sewer Line (WWMP 1); and

WHEREAS, the agreement enhances the City's fiscal ability to provide high quality municipal services through improving the sewer system, which enhances the safety, comfort, and enjoyment of Gainesville residents; and

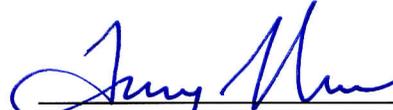
WHEREAS, the economic development agreement is in compliance with Chapter 380 of the Texas Local Government Code and with Gainesville's Chapter 380 Economic Development Program Policies and Procedures.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS MEETING IN REGULAR SESSION ON SEPTEMBER 20, 2022:

That the Mayor is hereby authorized to execute on behalf of the City of Gainesville, Texas the attached Chapter 380 Economic Development Agreement for Impact Fees between the City of Gainesville, Texas and Summa Terra Ventures, LLC.

PASSED AND APPROVED THIS 20th DAY OF SEPTEMBER 2022 BY THE FOLLOWING VOTES:

7 AYES, 0 NAYS, 0 ABSENT, 0 ABSTENTIONS



TOMMY MOORE, MAYOR

ATTEST:



DIANA ALCALA, CITY SECRETARY



**Chapter 380 Economic Development
Agreement for Impact Fees
Between the City of Gainesville, Texas and
SUMMA Terra Ventures, LLC**

THIS AGREEMENT made and entered into this 20th day of September, 2022, by and between CITY OF GAINESVILLE, "CITY", and SUMMA TERRA VENTURES, LLC, hereinafter called "COMPANY", WITNESSETH:

WHEREAS, COMPANY is an apartment developer; and

WHEREAS, COMPANY desires to locate up to 760 apartment units in Gainesville, Texas; and

WHEREAS, the lack of housing is one of the largest impediments to economic development in the CITY; and

WHEREAS, the CITY has some issues with sewer capacity that impact residential, commercial, and industrial development in the City; and

WHEREAS, CITY desires to improve sewer capacity for residential, commercial, and industrial development in the central and eastern portions of the CITY; and

WHEREAS, CITY desires to encourage COMPANY to construct apartment units to help overcome the lack of housing and the lack of a workforce in Gainesville, Texas; and

WHEREAS, this agreement conforms to the CITY's Chapter 380 Economic Development Program Policies and Procedures.

NOW THEREFORE, in consideration of mutual covenants hereinafter contained, the parties hereto agree as follows:

I. PURPOSE

This agreement has a purpose of securing the construction of an apartment complex with up to 760 units and the improvement of CITY sewer lines.

CITY agrees to construct sewer lines, which will provide for the sewer capacity to service the aforementioned apartment complex (as well as the central and eastern portions of the City), upon payment by COMPANY.

II. LOCATION OF APARTMENT DEVELOPMENT

The property upon which the apartment complex shall be constructed is located at the corner of Broadway and Radio Hill Road, which is more precisely shown in a survey shown in Exhibit A.

III. CONSTRUCTION REQUIREMENTS

The complex shall be constructed by COMPANY in compliance with all ordinances of CITY; all laws of the State of Texas, and federal laws. CITY shall construct Project 11 (42" and 36" South Line Replacement) and Project 6 (Elkins Lift Station Replacement) along with a portion of Project 1 (Wheeler Creek 30" Line Replacement Phase 1) from the CITY Wastewater Master Plan (see Exhibit B) by November 30, 2024, subject to any delays caused by any force majeure, hereinafter described. CITY may alter the specific construction projects shown in the master plan as long as projects provide the same or greater capacity needed for the apartment complex.

IV. WAIVE IMPACT FEES

CITY shall waive all impact fees for the construction of a 760-unit apartment complex with up to 16, two-inch meters. (All additional apartments and meters shall be charged the impact fee.) COMPANY shall pay CITY \$1,081,456 when the first building permit is issued for the apartment facility. COMPANY shall turn in a completed and correct building permit application for the apartment complex no later than February 1, 2023, in order to not delay the completion of the sewer project as shown in Section III above. City will utilize COMPANY'S payment for the expansion of the sewer system as shown in Section III above.

V. NONDISCRIMINATION

COMPANY shall not discriminate in hiring or in providing housing based on race, color, national or ethnic origin, ancestry, age, religion, disability, sex or gender, gender identity, sexual orientation, or military/veteran status in said apartment complex.

VI. NO BOYCOTTING OF ISRAEL

COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement.

VII. NO BOYCOTTING ENERGY COMPANIES

COMPANY does not boycott energy companies and will not boycott energy companies as defined in Chapter 809 of the Texas Government Code.

VIII. FORM 1295

COMPANY shall complete and execute Form 1295 from the Texas Ethics Commission.

IX. FORCE MAJEURE

All dates prescribed hereinabove are subject to delays caused by natural or manmade hazards, riots, labor-disputes causing strikes, wars, other civil disturbances, and pandemics including but not limited to COVID.

X. AUTHORITY

Each Party executing this Agreement hereby represents and warrants that he/she is authorized to execute and deliver the Agreement and bind any and all entities, persons, or

individuals presently having an interest in COMPANY, as well as heirs, successors, and assigns of the parties.

XI. SUCCESSORS, ASSIGNS AND RECORDATION

This Agreement and any addenda hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives, and assigns of the parties hereto.

XII. GOVERNING LAW

This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Cooke County, Texas. In the event of litigation, jurisdiction shall lie in Cooke County, Texas.

XIII. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed either for or against either Party, but shall be interpreted, construed and enforced in accordance with the mutual intent of the Parties ascertainable from the language of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF GAINESVILLE

By: _____

Print: _____

Title: _____

SUMMA TERE A VENTURES, LLC

By: _____

Print: _____

Title: _____

Amy Moore

Tommy Moore

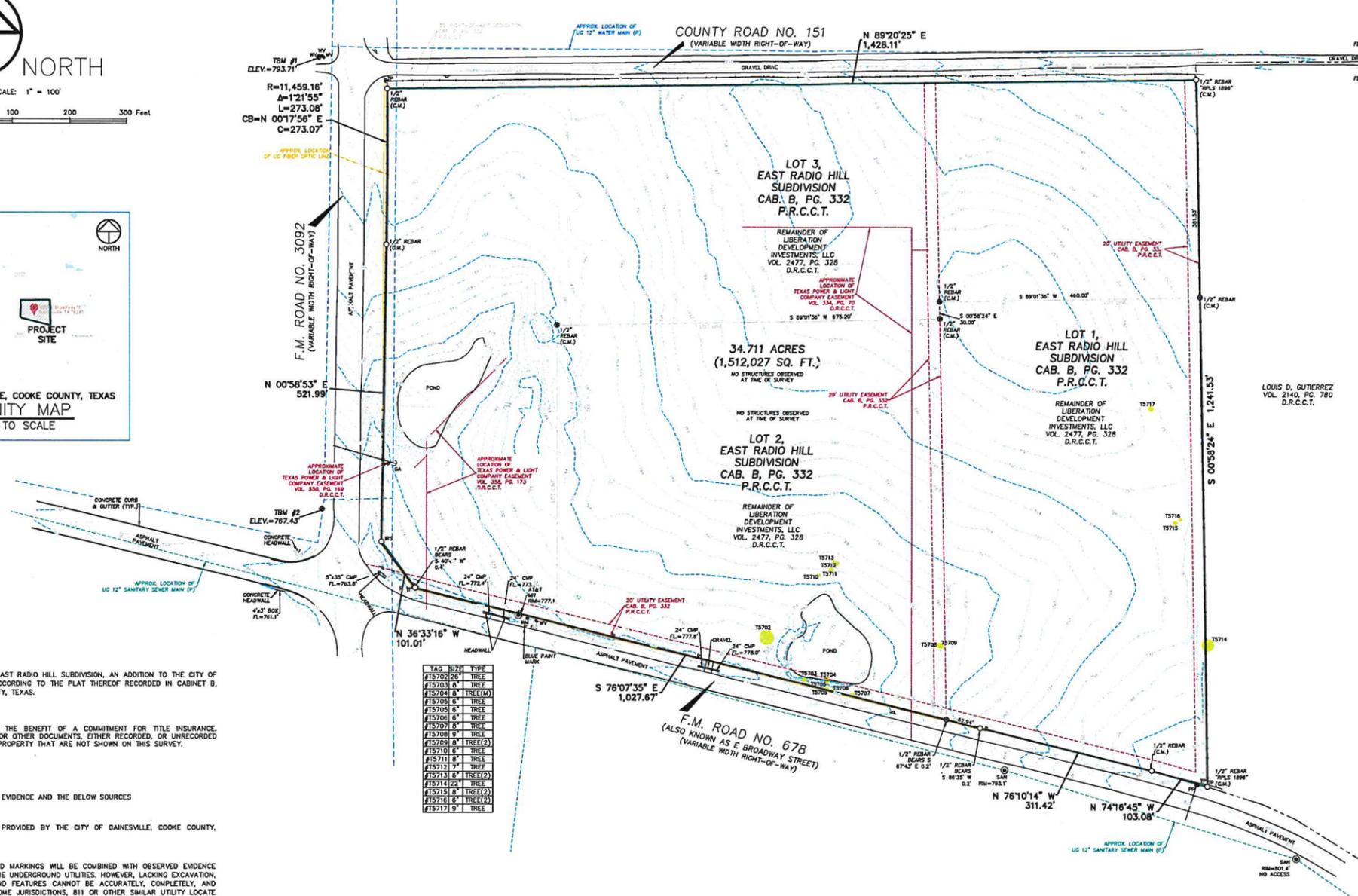
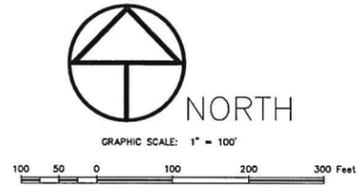
MAYOR

[Signature]

Michael P. Watson

CEO

Exhibit A



PROPERTY DESCRIPTION:
BEING ALL OF LOTS 1, 2 AND LOT 3, EAST RADIO HILL SUBDIVISION, AN ADDITION TO THE CITY OF GAINESVILLE, COOKE COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, PAGE 332 PLAT RECORDS COOKE COUNTY, TEXAS.

TITLE COMMITMENT NOTES:
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.

NOTES REGARDING UTILITIES:
UTILITY LOCATIONS ARE PER OBSERVED EVIDENCE AND THE BELOW SOURCES
DIGITSS - TICKET #2256124031

(P) - UNDERGROUND UTILITIES MAP, PROVIDED BY THE CITY OF GAINESVILLE, COOKE COUNTY, TEXAS.

SOURCE INFORMATION FROM PLANS AND MARKINGS WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL, OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR A PRIVATE UTILITY LOCATE REQUEST MAY BE NECESSARY.

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO - BOLLARD	LM - PIPELINE MARKER	FO - FOUND
TL - TRAFFIC LIGHT POLE	GL - GROUND/SPOT LIGHT	IP - IRON PIPE
EM - ELECTRIC METER	PP - POWER POLE	IR - IRON ROD
GM - GAS METER	PT - POWER POLE W/TRANSFORMER	NO - NUMBER
GV - GAS VALVE	PL - POWER POLE W/LIGHT	PG - PAGE
PH - FIRE HYDRANT	PP/CT - POWER POLE W/CONDUIT	R.O.W. - RIGHT-OF-WAY
PC - FIRE DEPARTMENT CONNECTION	MP - METER POLE	SQ. FT. - SQUARE FEET
WM - WATER METER	SP - SERVICE POLE	VOL. - VOLUME
WV - WATER VALVE	GL - GUY ANCHOR	FL - FLOW CODE
ICV - IRRIGATION CONTROL VALVE	OC - OVERHEAD POWER LINE	BL - BUILDING LINE
GI - GRATE INLET	MB - BARBED WIRE FENCE	UE - UTILITY EASEMENT
GI - GRATE INLET	WF - WROUGHT IRON FENCE	T - TREE/SHRUB
MO - MANHOLE	WF - WOOD FENCE	CM - CONTROLLING MONUMENT
CO - CLEANOUT	CF - CHAINLINK FENCE	RS - 1/2-INCH CAPPED REBAR STAMPED "WINDROSE" SET
TP - TELEPHONE PEDESTAL	CP - GATE POST	D.R.C.C.T. - DEED RECORDS, COOKE COUNTY, TEXAS
CP - CABLE PEDESTAL	PP - FOR PLANS	P.R.C.C.T. - PLAT RECORDS, COOKE COUNTY, TEXAS
EB - ELECTRIC BOX	APPROX - APPROXIMATE	O.P.A.C.C.T. - OFFICIAL PUBLIC RECORDS, COOKE COUNTY, TEXAS
TSB - TRAFFIC SIGNAL BOX	HS - HIGHWAY	
LP - LIGHT POLE	SH - SIGN	

SURVEYOR'S CERTIFICATE
TO: LIBERATION DEVELOPMENT INVESTMENTS, LLC, DOS DEVELOPMENT LLC, A TEXAS LIMITED LIABILITY COMPANY; AND ALLIANT NATIONAL TITLE INSURANCE COMPANY, IN CONNECTION WITH THE TRANSACTION REFERENCED IN CP NO. 2022553 WITH AN EFFECTIVE DATE OF NOVEMBER 3, 2020.
THIS IS TO CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND IS CORRECT, AND TO THE BEST OF MY KNOWLEDGE, THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS OF WAY THAT I HAVE BEEN ADVISED OF EXCEPT AS SHOWN HEREON. THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2020 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(A), 7(B)(1), 8, 10(B), 13, 14, 15 & 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON MARCH 22, 2022.

DATE OF PLAT OR MAP: AUGUST 15, 2022
MARK PEEPLES
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6443
STATE OF TEXAS



- SURVEYOR'S NOTES:**
- BEARINGS AND DISTANCES ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD 83)(US FOOT) WITH A COMBINED SCALE FACTOR OF 1.00012.
 - SUBJECT PROPERTY IS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR COOKE COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 4809700315C, EFFECTIVE DATE: JANUARY 16, 2008, AND MAP NO. 4809700400C, EFFECTIVE DATE: JANUARY 16, 2008. ALL OF THE SUBJECT PROPERTY IS SHOWN TO BE LOCATED IN ZONE "X-SHADED" ON SAID MAP. THE LOCATION OF THE SAID FLOODZONE IS BASED ON SAID MAP. IT IS APPROXIMATE AND IS NOT LOCATED ON THE GROUND. RELEVANT ZONES ARE DEFINED ON SAID MAP AS FOLLOWS:
ZONE "X-SHADED" - OTHER AREAS: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83) (US FOOT) USING THE ALLTERRA CENTRAL RTX COOPERATIVE NETWORK. OBSERVATIONS WERE MADE ON MARCH 22, 2022.
 - THIS BOUNDARY SURVEY HAS BEEN PREPARED AND PERFORMED IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYING PRACTICES ACT AND GENERAL RULES OF PROCEDURES AND PRACTICES, ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYORS.
 - THIS SURVEY IS BASED ON DEEDS, EASEMENTS AND/OR RECORDED PLATS AND OTHER RECORDS FURNISHED BY THE CLIENT AND/OR THE CLIENT'S REPRESENTATIVE AS WELL AS SIGNIFICANT VISIBLE MONUMENTS FOUND ON THE SUBJECT PROPERTY AND ADJACENT PROPERTIES. FIELD MEASUREMENTS AND EVIDENCE OF BOUNDARIES FOUND ON THE GROUND, HOWEVER, THIS SURVEY SHALL NOT REPRESENT WARRANTY OF TITLE OR GUARANTEE OWNERSHIP. THE SURVEYOR DID NOT ABSTRACT THE SUBJECT PROPERTY.
 - EXCEPT AS SPECIFICALLY STATED OR SHOWN HEREON, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT TRACT: EASEMENTS; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AGREEMENTS; LEASE AGREEMENTS; AND OWNERSHIP TITLE EVIDENCE.
 - ANY DECLARATION MADE HEREON OR HEREIN IS MADE TO THE ORIGINAL PURCHASER OF THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED ON HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
 - THIS SURVEY DOES NOT PROVIDE A DETERMINATION OR OPINION CONCERNING THE LOCATION OR EXISTENCE OF WETLANDS, FAULTLINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE, SUBSURFACE AND ENVIRONMENTAL CONDITIONS OR GEOLOGICAL ISSUES. NO STATEMENT IS MADE CONCERNING THE SUITABILITY OF THE SUBJECT TRACT FOR ANY INTENDED USE, PURPOSE OR DEVELOPMENT.
 - THE PARCELS CONTAINED IN THE LEGAL DESCRIPTION SHOWN HEREON ARE CONTIGUOUS WITHOUT ANY GAPS, GORES OR OVERLAPS.
 - SQUARE FOOTAGE TOTALS SHOWN HEREON OR REFERENCED HEREIN ARE BASED ON MATHEMATICAL CLOSURES AND DO NOT NECESSARILY REPRESENT THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTS.
 - MONUMENTS ARE FOUND UNLESS SPECIFICALLY DESIGNATED AS SET.
 - ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARTY WALLS, PARKING, EASEMENTS, SERVITUDES, AND ENCROACHMENTS ARE BASED SOLELY ON ABOVE-GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
 - THERE WAS NO OBSERVED EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS AT THE TIME OF SURVEY.
 - THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO EAST BROADWAY STREET, A DEDICATED PUBLIC STREET.

- TITLE COMMITMENT NOTES:**
THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A COMMITMENT FOR TITLE INSURANCE PROVIDED BY ALLIANT NATIONAL TITLE INSURANCE COMPANY, G.F. NUMBER 2022553, EFFECTIVE DATE NOVEMBER 03, 2020. THIS COMMITMENT WAS RELIED UPON FOR ENCUMBRANCE RESEARCH, AND THE SURVEYOR HAS PERFORMED NO INDEPENDENT TITLE SEARCH. THEREFORE, EASEMENTS, AGREEMENTS, OR OTHER DOCUMENTS, EITHER RECORDED, OR UNRECORDED MAY EXIST THAT AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY. THE FOLLOWING EXCEPTIONS FROM SCHEDULE "B" WERE ADDRESSED AS FOLLOWS:
- 10 D.) THE EASEMENT & RIGHT-OF-WAY RECORDED IN VOLUME 334, PAGE 70 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AND IS SHOWN HEREON.
 - 10 R.) THE EASEMENT & RIGHT-OF-WAY RECORDED IN VOLUME 358, PAGE 173 OF THE DEED RECORDS OF COOKE COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AND IS SHOWN HEREON.
 - 10 S.) THE EASEMENT & RIGHT-OF-WAY RECORDED IN VOLUME 550, PAGE 169, DEED RECORDS, COOKE COUNTY, TEXAS, DOES AFFECT THE SUBJECT PROPERTY AND IS SHOWN HEREON.



ALTA/NSPS LAND TITLE SURVEY
OF LOTS 1, 2 AND LOT 3, EAST RADIO HILL SUBDIVISION
SITUATED IN THE
A.C.C. BAILEY SURVEY
ABSTRACT NO. 44
CITY OF GAINESVILLE, COOKE COUNTY, TEXAS

FIELD BY: DW CHECKED BY: MNP JOB NO. D57595
DRAWN BY: TD DATE: 08/15/2022 SHEET NO. 1 OF 1

TEMPORARY BENCHMARK #1 ELEVATION - 793.71'
BEING A "X"-CUT SET IN CONCRETE OF A WATER METER, LYING ON THE WEST RIGHT-OF-WAY LINE OF F.M. ROAD NO. 3092, NEAR THE NORTHWEST CORNER OF LOT 3 OF SUBJECT TRACT, APPROX. 110 FEET WEST OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 151 AND THE WEST RIGHT-OF-WAY LINE OF SAID F.M. ROAD NO. 3092.

TEMPORARY BENCHMARK #2 ELEVATION - 767.43'
BEING A 1/2-INCH REBAR CAPPED "WINDROSE" SET IN NATURAL GROUND, LYING ON THE WEST RIGHT-OF-WAY LINE OF F.M. ROAD NO. 3092, NEAR THE SOUTHWEST CORNER OF LOT 3 OF SUBJECT TRACT, APPROX. 100 FEET NORTH OF THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF EAST BROADWAY STREET AND THE WEST RIGHT-OF-WAY LINE OF SAID F.M. ROAD NO. 3092.

REVISIONS		
03/31/2022	ADDED TITLE	TD
08/11/2022	ADDITIONAL TOPO	TD
08/15/2022	ADDED UG UTILITIES FROM CITY	TD

Exhibit B

9.0 CAPITAL IMPROVEMENT PLAN (CIP)

From the master planning process, a recommended list of Capital Improvement Plan (CIP) projects was developed. The Capital Improvement Plan was divided into four sections: Capacity Upgrade Improvements, 5-Year, 10-Year, and 25-Year. Projects may need to be accelerated or deferred depending on the growth rate experienced and appetite for development in certain areas of the City. All improvements are shown in **Appendix F – Capital Improvement Plan Map**. Individual project costs have been included in **Appendix A – Opinion of Probable Construction Costs**. The following opinion of probable costs for each capital project assumes no design completed, based on 2020 dollars, no inflation increases, and does not include any property acquisitions, unless specifically noted.

9.1 CAPACITY UPGRADE CAPITAL IMPROVEMENT PLAN PROJECTS

Table 35 – Capacity Upgrades Capital Improvement Plan Summary

Project No.	Project Name	Project Cost
1	Wheeler Creek 30" Line Replacement Phase 1	\$2,542,000
2	Wheeler Creek 24" and 30" Line Replacement Phase 2	\$2,158,000
3	S Weaver St. 42" Line Replacement	\$4,313,000
4	Medal of Honor Blvd. 24" Line Replacement	\$1,056,000
5	I-35 18" Line Replacement	\$1,286,000
6	Elkins Lift Station Replacement	\$3,606,000
7	WWTP 3.0 MG Equalization Basin	\$6,750,000
8	Pecan Creek 30" Line Replacement Phase 1	\$2,209,000
9	Pecan Creek 30" Line Replacement Phase 2	\$2,313,000
10	Pecan Creek 24" Line Replacement Phase 3	\$1,942,000
11	42" and 36" South Line Replacement	\$2,707,000
	Capacity Upgrades Projects Total:	\$30,882,000

9.2 5-YEAR CAPITAL IMPROVEMENT PLAN PROJECTS

Table 36 – 5-Year Capital Improvement Plan Summary

Project No.	Project Name	Project Cost
12	8" and 12" Sewer Lines/ Chalmers Lift Station Abandonment	\$2,778,000
13	FM 137 15" Line Replacement	\$1,374,000
14	I-35 24" and 8" Sewer Lines/ Prime Outlet Abandonment	\$1,552,000
15	Gateway Lift Station Pump Installation	\$108,000
16	Dozier Creek 18" Line Replacement Phase 1	\$1,066,000
17	Harris St. 8" Sewer Line	\$691,000
18	Pecan Creek Tributary 12" Sewer Line	\$903,000
19	FM 372 8" Sewer Line	\$541,000
20	Airport 8" Sewer Line	\$1,242,000
21	Broadway 15" Line Replacement	\$1,263,000
5-Year Projects Sub-Total:		\$11,518,000

9.3 10-YEAR CAPITAL IMPROVEMENT PLAN PROJECTS

Table 37 – 10-Year Capital Improvement Plan Summary

Project No.	Project Name	Project Cost
22	Elm Fork Trinity 30" Line Replacement Phase 1	\$1,070,000
23	Dozier Creek 18" and 24" Line Replacement Phase 2	\$1,749,000
24	I-35 24" Line Replacement Phase 1	\$2,565,000
25	CR 216 Lift Station and 8" Force Main	\$1,933,000
26	North I-35 8" Sewer Line	\$807,000
27	Corporate Dr. 8" Sewer Line	\$1,190,000
28	Pecan Creek North 8" Sewer Line	\$785,000
10-Year Projects Sub-Total:		\$10,099,000

9.4 25-YEAR CAPITAL IMPROVEMENT PLAN PROJECTS

Table 38 – 25-Year Capital Improvement Plan Summary

Project No.	Project Name	Project Cost
29	Wheeler Creek 24" Line Replacement	\$842,000
30	Elm Fork Trinity 30" Line Replacement Phase 2	\$3,040,000
31	I-35 24" Line Replacement Phase 2	\$1,451,000
32	South Wheeler Creek 12" Sewer Line/ Summerfield Lift Station Abandonment	\$1,424,000
33	North Wheeler Creek 18" Sewer Line	\$1,100,000
34	Hwy 82 8", 12", and 15" Sewer Lines/ Highway 82 Lift Station Abandonment	\$1,104,000
35	North Wheeler Creek 8" Sewer Line	\$746,000
36	Rural Ranch Rd. 8" Sewer Line	\$524,000
37	FM 372 15" Sewer Line	\$687,000
38	Red River/ I-35 8" Sewer Line	\$1,569,000
39	Red River Lift Station and 12" Force Main/ Tourist Bureau Lift Station Abandonment	\$3,744,000
40	East Red River/ I-35 8" Sewer Line	\$1,246,000
41	West Red River/ I-35 8" Sewer Line	\$1,568,000
42	CR 304 8" and 15" Sewer Lines	\$1,914,000
43	FM 51/ I-35 12" Sewer Line	\$1,039,000
44	FM 51 12" Sewer Line	\$852,000
45	Scott Creek/ I-35 24" Sewer Main	\$2,115,000
46	Scott Creek Lift Station and 16" Force Main	\$3,866,000
47	Scott Creek 12", 15" and 18" Sewer Lines	\$2,542,000
48	Scott Creek/ I-35 8" Sewer Lines	\$1,089,000
49	South I-35 8" Sewer Line	\$498,000
50	Elm Fork Lift Station and 20" Force Main	\$3,843,000
51	Elm Fork 21" Sewer Main	\$1,292,000
52	North Elm Fork 12" Sewer Line	\$839,000
53	South Elm Fork 12" Sewer Line	\$1,368,000
54	Northeast Elm Fork 8" Sewer Line	\$784,000
55	South Elm Fork 12" Sewer Line	\$728,000
56	Elm Fork 8" and 15" Sewer Lines	\$1,127,000
57	Northwest Elm Fork 15" Sewer Line	\$810,000
58	Elm Fork/ I-35 8" Sewer Line	\$680,000
	25-Year Projects Sub-Total:	\$44,431,000

**CITY OF GAINESVILLE, TEXAS
RESOLUTION NO. 10-03-2023D**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE CHAPTER 380 AGREEMENT WITH SUMMA TERRA VENTURES, LLC.

WHEREAS, the City Council approved, and Summa Terra Ventures, LLC and City made and entered into, that certain 380 Grant Agreement for Impact Fees dated September 20, 2022 (the “Agreement”); and

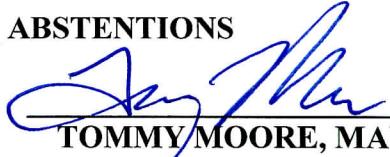
WHEREAS, the Parties deem it reasonable to amend the 380 Agreement to clarify the waiver of impact fees and comply with Section 2274.002, Texas Government Code.

NOW THEREFORE, BE IT RESOVLED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, THAT:

The Mayor is authorized to sign the First Amendment to 380 Grant Agreement for Impact Fees between the City and Summa Terra Ventures, LLC as shown in Attachment A.

PASSED AND APPROVED THIS 3RD DAY OF OCTOBER 2023 BY THE FOLLOWING VOTES:

 6 AYES, 0 NAYS, 1 ABSENT, 0 ABSTENTIONS



TOMMY MOORE, MAYOR

ATTEST:


DIANA ALCALA, CITY SECRETARY



Attachment A

First Amendment to 380 Grant Agreement

This First Amendment to the 380 Grant Agreement for Impact Fees (this "Amendment") is entered into by and between Summa Terra Ventures, LLC, a Texas limited liability company (the "Company") and the City of Gainesville, Texas (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Amendment (the "Effective Date"). The City and Company are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the City Council approved, and Company and City made and entered into, that certain 380 Grant Agreement for Impact Fees dated September 20, 2022 (the "Agreement"); and

WHEREAS, the Parties deem it reasonable to amend the 380 Agreement to clarify the waiver of impact fees and comply with Section 2274.002, Texas Government Code.

NOW, THEREFORE, the Parties hereto, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this Amendment for all purposes. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to such term in the Contract.

2. Amendment to the 380 Agreement.

a. Section IV Waive Impact Fees shall be amended to read:

IV. Waive Impact Fees

A. CITY shall waive all impact fees for the construction of a 754-unit apartment complex with up to 18, two-inch meters. (All additional apartments, buildings, and meters shall be charged the impact fee, except as waived in Section B below.) COMPANY shall pay CITY \$1,101,094 when the first building permit is issued for the apartment facility.

i. The COMPANY shall acquire buildings permits for said apartments and pay CITY \$1,101,094 by November 15, 2023, or this agreement terminates.

ii. The COMPANY shall start construction on the apartments by February 1, 2024, or this agreement terminates.

B. The CITY will provide an additional \$142,000 waiver of impact fees for buildings located on Lot 4 (6.194 acres of property that is adjacent to Radio Hill Road more specifically shown on the Amending Plant: East Radio Hill Subdivision Lots 1R, 2R, 3R and 4 that was filed on March 21, 2023 and shown in Exhibit A of this amendment).

- i. The COMPANY shall acquire building permits and start construction for said buildings by September 4, 2028, or this portion of the agreement terminates.
 - ii. If this agreement terminates per Section IV. Waiver Impact Fees A. i or ii, this portion of the agreement also terminates.
- b. Section XIV shall be added to read:

XIV: Assignment by Company to Summa Elite, LLC.

(a) Company has the right, without the consent of the City Council, but upon prior written notice to the City, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Company under this Agreement, only to Summa Elite, LLC (the "Company Assignee"). Company Assignee is considered the "Company" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Company Assignee.

(b) The Company Assignee shall be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of the fully executed assignment to the Company Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Company Assignee for the performance of all obligations assigned to the Company Assignee and agrees that Company shall be released from subsequently performing the assigned obligations and from any liability that results from the Company Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Company shall not be released until the City receives such copy of the assignment.

(c) No assignment by Company shall release Company from any liability that resulted from an act or omission by Company that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) Company shall maintain written records of the assignment made by Company to Company Assignee, including a copy of the executed assignment and the Company Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

- c. Section XV shall be added to read:

XV. No Discrimination Against Firearm Entities and Firearm Trade Associations.

COMPANY does not discriminate against firearm entities or firearm trade associations as defined in Chapter 2274 of the Texas Government Code during the term of this Agreement.

3. Miscellaneous.

a. Headings. The descriptive headings contained in this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

b. Authority. Each Party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individuals who execute this Amendment on behalf of each Party hereto are authorized to act for and on behalf of such Party and to bind such Party to the terms and provisions hereof, and no additional consents or approvals are required to be obtained by any of the Parties hereto in order to bind such Party to the terms and provisions hereof.

c. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

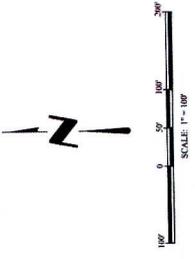
d. Multiple Counterparts. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate execution of this Amendment, the Parties may execute and exchange counterparts of the signature page of this Amendment by facsimile or e-mail, and such facsimile or e-mailed signatures shall be deemed originals for all purposes hereunder.

e. Time is of the Essence. Time is of the essence for this Amendment and strict compliance with the time for performance is required.

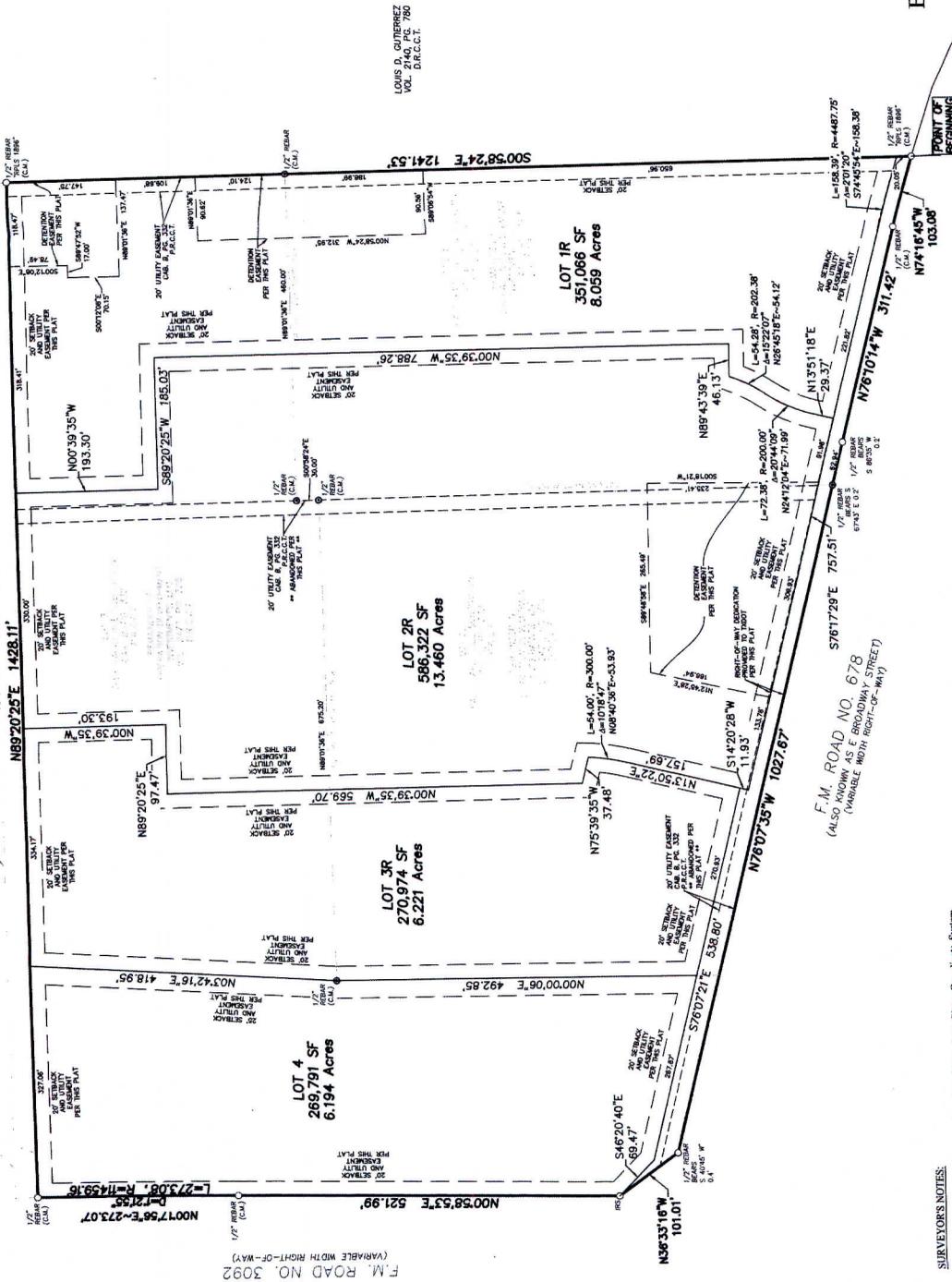
(SIGNATURE PAGE IMMEDIATELY FOLLOWS)

Exhibit A

B-382



COUNTY ROAD NO. 151
(VARIABLE WIDTH RIGHT-OF-WAY)



F.M. ROAD NO. 3092
(VARIABLE WIDTH RIGHT-OF-WAY)

LOUIS D. GUTIERREZ
VOL. 2140, PG. 780
D.R.C.C.T.

AMENDING PLAT EAST RADIO HILL SUBDIVISION LOTS 1R, 2R, 3R AND 4

Being a Replat of
Lots 1, 2 and 3 of
East Radio Hill Subdivision,
an addition to the City of Gainesville
as recorded in Cab. B, Page 332, P.R.C.C.T.
A.C.C. Bailey Survey, Abstract Number 44
City of Gainesville, Cooke County, Texas



WINDROSE
LAND SURVEYING & PLATTING

1755 LAKEWAY DRIVE, SUITE 200 | LEWISVILLE, TX 76047
PHONE: 940.261.1234
WWW.WINDROSELANDSURVEYING.COM

OWNER/DEVELOPER
L. Williams
Williams, LLC
79 W. 9th, Suite B
Springville, UT 84663

DRAWN BY: G.L.C. DATE: 10/05/2022 CHECKED BY: M.P. JOB NO.: 05795

SURVEYOR'S NOTES:

- Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone, 4302 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.00012.
- This property lies within Zone "X" Unshaded of the Flood Insurance Rate Map for Cooke County, Texas and Incorporated Areas, map no. 48097C015C, dated January 16, 2008 and map no. 48097C030C, dated January 16, 2008, via scaled map location and graphic plotting.
- Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
- The purpose of this plat is to amend three existing lots to create four newly recorded lots.
- Detention Easements to be maintained and operated by current property owner.

STATE OF TEXAS §
COUNTY OF DENTON §

This is to certify that I, Mark N. Peoples, a Registered Professional Land Surveyor of the State of Texas, have planned the subdivision from an actual survey on the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.



Mark N. Peoples, R.L.S.
No. 6443

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark N. Peoples, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of February, 2023.



Gregory L. Calabro
Notary Public
No. 13332074
My Comm. Expires 09/03/2024

STATE OF TEXAS §
COUNTY OF COOKE §
WHEREAS Liberation Development Investments, LLC is the owner of a .33.94 acre tract of land situated in the A.C.C. Bailey Survey, Abstract Number 44, Cooke County, Texas, being a remainder of a tract of land described in the Liberation Development Investments, LLC by Special Warranty Deed recorded in Volume 2471, Page 14, of the Public Records, Cooke County, Texas and being all of Lots 1, 2 and 3, of East Radio Hill Subdivision, an addition to the City of Gainesville, Cooke County, Texas and being more particularly described by notes and bounds as follows: (Being the same as shown on the State Plane Coordinate System, Texas North Central Zone (6202) North American Datum of 1983 (NAD83) (US Foot) with a combined scale factor of 1.00012);

BEGINNING at a 1/2 inch rebar capped "RPLS 1896" found for the southeast corner of said Lot 1, same being a southwest corner of a tract of land described to Louis D. Gutierrez by General Warranty Deed recorded in Volume 2146, Page 786, Deed Records, Cooke County, Texas and lying on the north right-of-way line of F.M. Road Number 678 (Also known as East Broadway Street (Variable Width right-of-way));

THENCE North 76 degrees 10 minutes 14 seconds West, with the north right-of-way line of said F.M. Road Number 678, a distance of 311.42 feet to a point for corner from which a 1/2 inch rebar found bears South 86 degrees 35 minutes West, a distance of 0.2 feet;

THENCE North 76 degrees 07 minutes 35 seconds West, with the north right-of-way line of said F.M. Road Number 678, a distance of 1027.67 feet to a point for corner from which a 1/2 inch rebar found bears South 40 degrees 45 minutes West, a distance of 0.4 feet;

THENCE North 36 degrees 33 minutes 16 seconds West, at the intersection of said north right-of-way line of said F.M. Road Number 678, with the east right-of-way line of F.M. Road Number 3092, a distance of 101.01 feet to a 1/2 inch rebar capped "WINDROSE" set for corner;

THENCE North 00 degrees 58 minutes 53 seconds East, with the east right-of-way line of said F.M. Road Number 3092, a distance of 521.99 feet to a 1/2 inch rebar found for corner and being the beginning of a curve to the left with a radius of 11459.16 feet, a central angle of 01 degrees 21 minutes 55 seconds and a chord bearing and distance of North 00 degrees 17 minutes 56 seconds East, a distance of 273.07 feet;

THENCE with said curve to the left, with the east right-of-way line of said F.M. Road Number 3092, an arc length of 273.08 feet to a 1/2 inch rebar found for the northwest corner of said remainder, also being at the intersection of the east right-of-way line of said F.M. Road Number 3092 and the south right-of-way line of County Road Number 151 (Variable with right-of-way);

THENCE North 89 degrees 20 minutes 25 seconds East, with the south right-of-way line of said County Road Number 151, a distance of 1428.11 feet to a 1/2 inch rebar capped "RPLS 1896" found for the northeast corner of said Lot 3, same being the a point on the west line of said Gutierrez tract;

THENCE South 00 degrees 58 minutes 24 seconds East, departing the south right-of-way line of said County Road 151, with the west line of said Gutierrez tract, passing at a distance of 381.53 feet a 1/2 inch rebar found for the easternmost southeast corner of said Lot 3, same being the northeast corner of said Lot 1, and continuing with the east line of said Lot 1, a total distance of 1241.53 feet to THE POINT OF BEGINNING and containing 1,478,153 square feet or 33.94 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS
That I, Liberation Development Investments, LLC, the owner of the property shown herein, hereby makes a subdivision of said property and designates the same as East Radio Hill Subdivision, an addition to the City of Gainesville, Cooke County, Texas and dedicates to the public all easements, rights-of-way, roads and plat subdivision forever.

Authorized Representative - Liberation Development Investments, LLC
Printed Name
Title and Date

STATE OF TEXAS §
COUNTY OF LAMAN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared WINDROSE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of February, 2023.



Gregory L. Calabro
Notary Public in and for the State of Texas



WINDROSE
LAND SURVEYING & PLATTING
1165 LAKEWAY DRIVE, SUITE 220 | LEWISVILLE, TX 76057 | 214-217-2844
FIRM REGISTRATION NO. 10194531 | WINDROSESVCS.COM

DRAWN BY: G.L.C. DATE: 10/05/2022 CHECKED BY: M.P. JOB NO.: 02/595

Point of Contact:
Grayson Calabro
972-370-5871
grayson.calabro@windrosesvcs.com
Last Revision Date: 02/14/2023

OWNER/DEVELOPER
Liberation Development Investments, LLC
79 W. 900, Suite 600
Springville, UT 84683

Certificate of Approval, City of Gainesville:
Approved this 20th day of March, 2023 by
the City Manager of the City of Gainesville, Texas



City Manager
City Secretary

AMENDING PLAT
EAST RADIO HILL SUBDIVISION
LOTS 1R, 2R, 3R AND 4

Being a Replat of
Lots 1, 2 and 3 of
East Radio Hill Subdivision,
an addition to the City of Gainesville,
as recorded in Cab. B, Page 332, P.R.C.T.
Also being a portion of a tract of land situated in the
A.C.C. Bailey Survey, Abstract Number 44
City of Gainesville, Cooke County, Texas

**CITY OF GAINESVILLE, TEXAS
RESOLUTION NO. 02-20-2024D**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE CHAPTER 380 AGREEMENT WITH SUMMA TERRA VENTURES, LLC.

WHEREAS, the City Council approved, and Summa Terra Ventures, LLC and City made and entered into, that certain 380 Grant Agreement for Impact Fees dated September 20, 2022 (the “Agreement”); and

WHEREAS, the Parties deem it reasonable to amend the 380 Agreement to clarify the waiver of impact fees and comply with Section 2274.002, Texas Government Code; and

WHEREAS, the City Council approved the First Amendment to include such changes at their meeting on October 3, 2023 (Resolution 10-03-2023D); and

WHEREAS, the parties deem it reasonable to approve a second amendment to the 380 Agreement to amend the date requirements for building permits and construction start.

NOW THEREFORE, BE IT RESOVLED BY THE CITY COUNCIL OF THE CITY OF GAINESVILLE, TEXAS, THAT:

The Mayor is authorized to sign the Second Amendment to 380 Grant Agreement between the City and Summa Terra Ventures, LLC as shown in Attachment A.

PASSED AND APPROVED THIS 20TH DAY OF FEBRUARY 2024 BY THE FOLLOWING VOTES:

 16 AYES, 0 NAYS, 1 ABSENT, 0 ABSTENTIONS



TOMMY MOORE, MAYOR

ATTEST:


DIANA ALCALA, CITY SECRETARY



Attachment A

Second Amendment to 380 Grant Agreement

This Second Amendment to the 380 Grant Agreement for Impact Fees (this "Amendment") is entered into by and between Summa Terra Ventures, LLC, a Utah limited liability company (the "Company") and the City of Gainesville, Texas (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Amendment (the "Effective Date"). The City and Company are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the City Council approved, and Company and City made and entered into, that certain 380 Grant Agreement for Impact Fees dated September 20, 2022 (the "Agreement"); and

WHEREAS, the City Council approved, and Company and City agreed to amend that certain 380 Grant Agreement for Impact Fees dated October 3, 2023 (the First Amendment"); and

WHEREAS, the Parties deem it reasonable to amend the 380 Agreement to change the date requirement for building permits and construction.

NOW, THEREFORE, the Parties hereto, in consideration of the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Recitals; Capitalized Terms. The foregoing recitals are true and correct and are hereby incorporated into this Amendment for all purposes. Any capitalized term used in this Amendment and not defined herein shall have the meaning assigned to such term in the Contract.

2. Amendments to the 380 Agreement.

a. Section IV, Waive Impact Fees, shall be amended as follows:

IV. Waive Impact Fees

A. CITY shall waive all impact fees for the construction of a 754-unit apartment complex with up to 18, two-inch meters. (All additional apartments, buildings, and meters shall be charged the impact fee, except as waived in Section B below.) In consideration for CITY waiving impact fees as described above, COMPANY shall pay CITY \$1,101,094.

i. The COMPANY shall acquire buildings or site improvement permits for a portion of Phase 1, as shown in Exhibit A, "Phase 1," attached hereto and incorporated herein, said apartments by June 1st, 2024, or this agreement terminates.

ii. The COMPANY shall start construction on a portion of Phase 1 apartment buildings by June 1st, 2025, or this agreement terminates.

iii. The COMPANY shall not be reimbursed the aforementioned \$1,101,094 if this agreement terminates.

- B. The CITY will provide an additional \$142,000 waiver of impact fees for buildings located on Lot 4 (6.194 acres of property that is adjacent to Radio Hill Road more specifically shown on the Amending Plat: East Radio Hill Subdivision Lots 1R, 2R, 3R and 4 that was filed on March 21, 2023 and shown in Exhibit B, Amending Plat,” attached hereto and incorporated herein).
 - i. The COMPANY shall acquire building permits and start construction for said buildings by September 4, 2028, or this portion of the agreement terminates.

- b. Section XIV, Assignment by Company to Summa Elite, LLC., shall be amended as follows:

XIV: Assignment Limited to Certain Entities

(a) Company has the right, without the Consent of the City Council, but upon prior written notice to the City, to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Company under this Agreement, only to Summa Elite, LLC or to Rock Creek Acquisitions, LLC. Assignee shall be a “Company Assignee” and is considered the “Company” and a “Party” under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Company Assignee.

(b) The Company Assignee shall be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of the fully executed assignment to the Company Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Company Assignee for the performance of all obligations assigned to the Company Assignee and agrees that Company shall be released from subsequently performing the assigned obligations and from any liability that results from the Company Assignee’s failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Company shall not be released until the City receives such copy of the assignment.

(c) Company shall maintain written records of the assignment made by Company to Company Assignee, including a copy of the executed assignment and the Company Assignee’s Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

- 3. Miscellaneous.

- a. Headings. The descriptive headings contained in this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.
- b. Authority. Each Party hereto has the full legal authority to execute and deliver this Amendment. In addition, the individuals who execute this Amendment on behalf of each Party hereto are authorized to act for and on behalf of such Party and to bind such Party to the terms and provisions hereof, and no additional consents or approvals are required to be obtained by any of the Parties hereto in order to bind such Party to the terms and provisions hereof.
- c. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- d. Multiple Counterparts. Multiple copies of this Amendment may be executed by the Parties hereto. Each such executed copy shall have the full force and effect of an original executed instrument. To facilitate execution of this Amendment, the Parties may execute and exchange counterparts of the signature page of this Amendment by facsimile or e-mail, and such facsimile or e-mailed signatures shall be deemed originals for all purposes hereunder.
- e. Time is of the Essence. Time is of the essence for this Amendment and strict compliance with the time for performance is required.

(SIGNATURE PAGE IMMEDIATELY FOLLOWS)

IN WITNESS WHEREOF, this Amendment is executed by the City and Company on the respective dates stated below.

Date: February 20, 2024

City of Gainesville, Texas

By: [Signature]
Tommy Moore, Mayor

ATTEST:

[Signature]
Diana Alcalá, City Secretary

APPROVED AS TO FORM:

[Signature]
Susan B. Thomas, Assistant Attorney for the City

THE STATE OF TEXAS §
 §
COUNTY OF COOKE §

This instrument was acknowledged before me on the 20 day of February, 2024, by Tommy Moore, the Mayor of the City of Gainesville, Texas, on behalf of said City.



Notary Public, State of Texas
[Signature]
Name printed or typed
Commission Expires: 2-20-2027

Exhibit A Phase 1

WRIGHT GROUP
 ARCHITECTS - PLANNERS, PLLC
 1500 S BROADWAY STREET
 CARROLLTON, TEXAS
 75006
 (972) 242-1015



2025-11-22
 11/22/2025

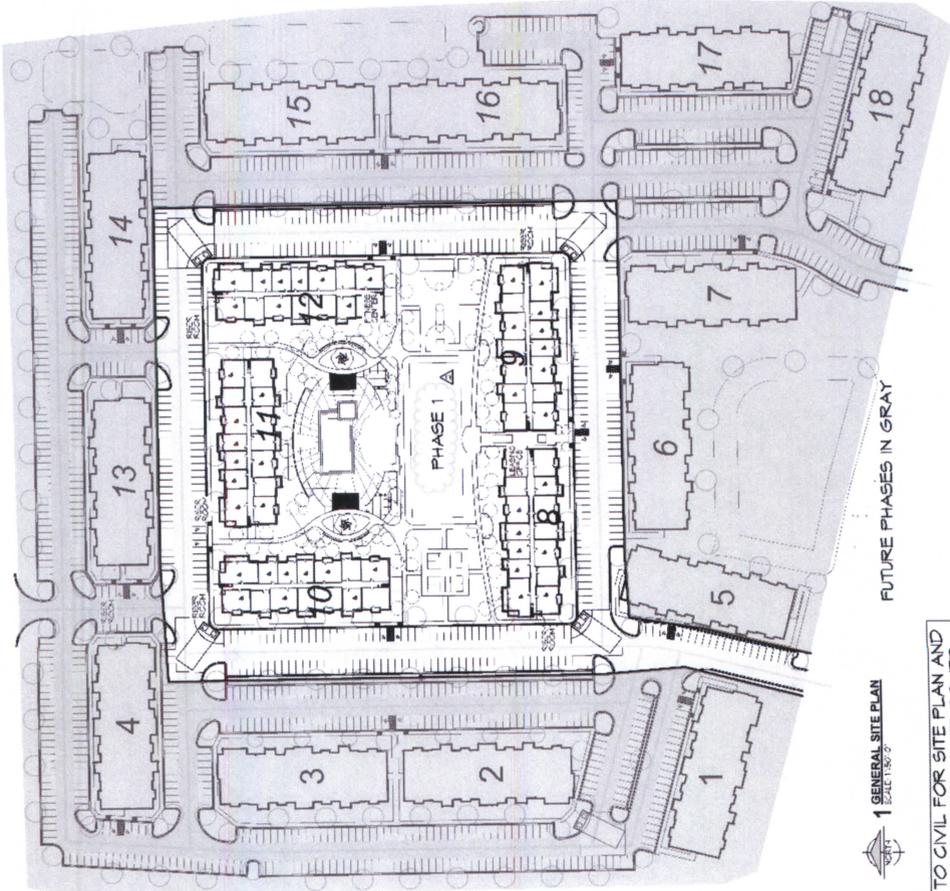
Rock Creek Apartments
 Summa Terra Ventures
 3551 East Broadway Street
 Gainesville, Texas
 76240

PHASE 1 - BUILDINGS
 9, 10, 11, 12
 SHEET NO.
A-101

BUILDING UNIT TABLE			
UNIT TYPE	CONCRETE SLAB	FINISH FLOOR	FINISH CEILING
STUDIO	10' 0" x 10' 0"	10' 0" x 10' 0"	10' 0" x 10' 0"
1-BED	10' 0" x 10' 0"	10' 0" x 10' 0"	10' 0" x 10' 0"
1-BED + BATH	10' 0" x 10' 0"	10' 0" x 10' 0"	10' 0" x 10' 0"
2-BED	10' 0" x 10' 0"	10' 0" x 10' 0"	10' 0" x 10' 0"
2-BED + BATH	10' 0" x 10' 0"	10' 0" x 10' 0"	10' 0" x 10' 0"
3-BED	10' 0" x 10' 0"	10' 0" x 10' 0"	10' 0" x 10' 0"
3-BED + BATH	10' 0" x 10' 0"	10' 0" x 10' 0"	10' 0" x 10' 0"

BUILDING AREA TABLE			
FLOOR LEVEL	FINISH FLOOR	FINISH CEILING	NET AREA
1ST FLOOR	10' 0" x 10' 0"	10' 0" x 10' 0"	1000.00
2ND FLOOR	10' 0" x 10' 0"	10' 0" x 10' 0"	1000.00
3RD FLOOR	10' 0" x 10' 0"	10' 0" x 10' 0"	1000.00

ALL DIMENSIONS SHOWN ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



FUTURE PHASES IN GRAY

1 GENERAL SITE PLAN
 SCALE: 1/8" = 1'-0"

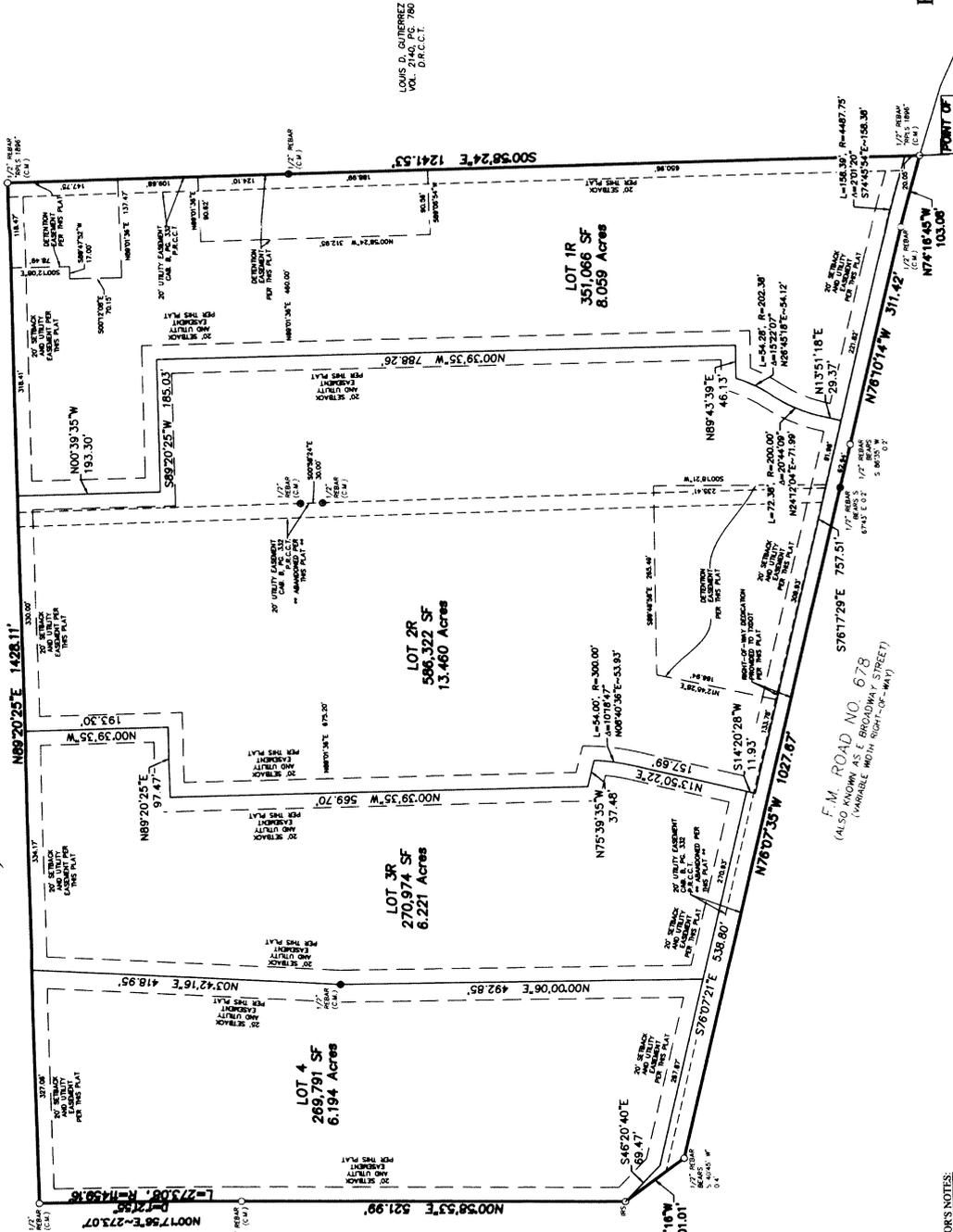
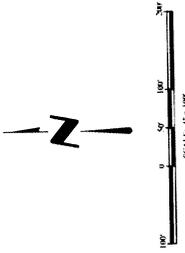
REFER TO CIVIL FOR SITE PLAN AND
 DETAILS UNDER SEPARATE COVER

© WRIGHT GROUP Architects-Planners, PLLC, 2025

Exhibit B
Amending Plat

B-382

COUNTY ROAD NO. 151
(VARIABLE WIDTH RIGHT-OF-WAY)



AMENDING PLAT EAST RADIO HILL SUBDIVISION LOTS 1R, 2R, 3R AND 4

Being a Replat of
Lots 1, 2 and 3 of
East Radio Hill Subdivision,
an addition to the City of Gainesville
as recorded in Cab. B, Page 332, P.R.C.C.T.
Also being a portion of a tract of land situated in the
A.C.C. Bailey Survey, Abstract Number 44
City of Gainesville, Cooke County, Texas



WINDROSE
LAND SURVEYING & PLATTING
1154 LARKSPUR DRIVE, SUITE 100
LUMPKINVILLE, TEXAS 78602 | 214.317.2444
PLAT REGISTRATION NO. 1014311 | WINDROSESERVICES.COM

OWNER/DEVELOPER
Liberation Development
Investments, LLC
79 W. 900, Suite B
Springville, UT 84603

DRAWN BY: G.L.C. DATE: 11/05/2022 CHECKED BY: M.P. JOB NO. 00795
--2022--

SURVEYORS NOTES:

1. Bearings and distances are based on Texas State Plane Coordinate System, Texas North Central Zone 4202 North American Datum of 1983 (NAD 83) (U.S. Foot) with a combined scale factor of 1.00012.
2. This property lies within Zone "X" Unshaded of the Flood Insurance Rate Map for Cooke County, Texas and Incorporated Areas, map no. 48097C0315C, dated January 16, 2008 and map no. 48097C0430C, dated January 16, 2008, via scaled map location and graphic plotting.
3. Notice: Selling a portion of this addition by metes and bounds is a violation of City subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.
4. The purpose of this plat is to amend three existing lots to create four newly recorded lots.
5. Easement Encumbrances to be maintained and operated by current property owner.

STATE OF TEXAS §
COUNTY OF DENTON §

This is to certify that I, Mark N. Peoples, a Registered Professional Land Surveyor of the State of Texas, have planned the subdivision from an actual survey of the ground, and that this plat correctly represents that survey made by me or under my direction and supervision.



Mark N. Peoples, R.P.L.S.
No. 6443

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark N. Peoples, 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February 2023.

Notary Public in and for the State of Texas



STATE OF TEXAS §
COUNTY OF COOKE §

WHEREAS Liberation Development Investments, LLC is the owner of a 33.934 acre tract of land situated in the A.C.C. Bailey Survey, Abstract Number 44, Cooke County, Texas, being a remainder of a tract of land described to Liberation Development Investments, LLC by Special Warranty Deed recorded in Volume 2477, Page 328, Deed Records, Cooke County, Texas, and being all of Lots 1, 2 and 3, of East Radio Hill Subdivision, an addition to the City of Gainesville, Cooke County, Texas, and being more particularly described by metes and bounds as follows: (Bearings and distances on this State Plat - 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 capped "RPLS 1896" found for the southeast corner of said Lot 1, same being a southwest corner of a tract of land described to Lotts D. Gutierrez by General Warranty Deed recorded in Volume 2140, Page 780, Deed Records, Cooke County, Texas and lying on the north right-of-way line of F.M. Road Number 678 (Also known as East Broadway Street (Variable Width right-of-way));

THENCE North 76 degrees 10 minutes 14 seconds West, with the north right-of-way line of said F.M. Road Number 678, a distance of 311.42 feet to a point for corner from which a 1/2 inch rebar found bears South 86 degrees 35 minutes West, a distance of 0.4 feet;

THENCE North 76 degrees 07 minutes 35 seconds West, with the north right-of-way line of said F.M. Road Number 678, a distance of 1027.67 feet to a point for corner from which a 1/2 inch rebar found bears South 40 degrees 45 minutes West, a distance of 0.4 feet;

THENCE North 36 degrees 32 minutes 16 seconds West, at the intersection of said north right-of-way line of said F.M. Road Number 678, a distance of 1027.67 feet to a point for corner from which a 1/2 inch rebar found bears South 86 degrees 35 minutes West, a distance of 0.4 feet;

THENCE North 00 degrees 58 minutes 53 seconds East, with the east right-of-way line of said F.M. Road Number 3092, a distance of 428.11 feet to a point for corner from which a 1/2 inch rebar capped "RPLS 1896" found for the northeast corner of said Lot 3, same being the a point on the west line of said Gutierrez tract;

THENCE North 89 degrees 20 minutes 25 seconds East, with the south right-of-way line of said County Road Number 151, a distance of 1478.153 square feet or 33.934 acres of land, more or less.

THENCE South 00 degrees 58 minutes 24 seconds East, departing the south right-of-way line of said County Road 151, with the east right-of-way line of said Gutierrez tract, passing at a distance of 381.53 feet a 1/2 inch rebar found for the easternmost southeast corner of said Lot 3, same being the northeast corner of said Lot 1, and continuing with the east line of said Lot 1, a total distance of 1241.53 feet to THE POINT OF BEGINNING and containing 1,478.153 square feet or 33.934 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS That I, Liberation Development Investments, LLC, the owner of the property shown hereon, hereby makes a subdivision of said property and dedicates to the public all easements, rights-of-way outside said plat subdivision hereon;

Author Representative - Liberation Development Investments, LLC

Printed Name: [Signature]

Title and Date: [Signature] 2/27/23

STATE OF TEXAS §
COUNTY OF WILSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared [Signature], 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27th day of February 2023.

Notary Public in and for the State of Texas



WINDROSE
LAND SURVEYING & PLATTING

1955 LAKEWAY DRIVE, SUITE 200 | LEWISVILLE, TX 74607 | 214.217.2844
FIRM REGISTRATION NO. 10174531 | WINDROSESERVICE.COM

DRAWN BY: G.L.C. DATE: 10/05/2022 CHECKED BY: M.P. JOB NO.: 05795

Point of Contact:
Grayson Caballo
872-370-3871
grayson.caballo@windrosservices.com
Last Revision Date: 02/14/2023

OWNER/DEVELOPER
Liberation Development
Investments, LLC
79 W. 900, Suite B
Springville, UT 84603

Certificate of Approval, City of Gainesville:
Approved this 20th day of February 2023 by
the City Manager of the City of Gainesville, Texas



City Manager
City Secretary

AMENDING PLAT
EAST RADIO HILL SUBDIVISION
LOTS 1R, 2R, 3R AND 4

Being a Replat of
Lots 1, 2 and 3 of
East Radio Hill Subdivision,
an addition to the City of Gainesville,
as recorded in Cab. B, Page 332, P.R.C.C.T.
A.C.C. Bailey Survey, Abstract Number 44
City of Gainesville, Cooke County, Texas