



Filing Receipt

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PETITION BY INSPIRATION WEST, LLC	§	BEFORE THE
FOR EXPEDITED RELEASE	§	
FROM WATER CCN NO. 11256	§	PUBLIC UTILITY COMMISSION
HELD BY SEIS LAGOS UTILITY	§	
DISTRICT IN COLLIN COUNTY	§	OF TEXAS

NOTICE OF AGREEMENT REGARDING COMPENSATION

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

In accordance with Texas Water Code §§ 13.254 and 13.2541 and current Public Utility Commission of Texas (“PUC”) Rule 24.245, Petitioner files this notice of agreement and accompanying Agreement Regarding Compensation. The Parties have, through good faith negotiations, resolved all their issues concerning compensation to their mutual satisfaction, do not desire to further burden the PUC, and executed and memorialized in writing the attached Agreement Regarding Exclusion of Land; Transfer of CCN; and Construction of Road that provides for the payment of \$700,000.00 to Seis Lagos Utility District for just and adequate compensation and that otherwise meets the applicable compensation standards set forth in Texas Water Code §§ 13.254(g) and 13.2541 and applicable PUC regulations.

CONCLUSION AND PRAYER

Texas Water Code § 13.2541(f) provides that the PUC may require an award of compensation by the petitioner to the certificate holder where a landowner successfully petitions the PUC for the streamlined expedited release of at least 25 acres. Petitioner requests that an order be issued approving the resolution of the compensation issue by agreement of the Parties and closing this docket.

Respectfully submitted,

COATS ROSE, P.C

By: 

Natalie B. Scott
State Bar No. 24027970
Terrace 2
2700 Via Fortuna, Suite 350
Austin, Texas 78746
Telephone: (512) 469-7987
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ATTORNEY FOR PETITIONER

CERTIFICATE OF SERVICE

I certify that a true and correct copy of this document was served on the following attorney of record on or before June 22nd, 2022 in accordance with 16 TEX. ADMIN. CODE §22.74(c).

CCN Holder:

Seis Lagos Utility District
2730 Country Club Road, Suite E1
Lucas, TX 75002
Via U.S. First Class Mail

Attorney for PUC:

Scott Miles Attorney-Legal Division
Public Utilities Commission of Texas
1701 N. Congress Ave.
P.O. Box 13326
Austin, Texas 78711-3326
Email: Scott.Miles@puc.texas.gov


Natalie B. Scott

Agreement Regarding Exclusion of Land; Transfer of CCN; and Construction of Road

This Agreement Regarding Exclusion of Land; Transfer of CCN; and Construction of Road ("Agreement") is entered into between and amongst Seis Lagos Utility District, a conservation and reclamation district ("Seis Lagos"); Collin County Water Control and Improvement District No. 3, a conservation and reclamation district ("WCID 3"); and Inspiration West, LLC, a Texas limited liability company ("IW") (each individually, a "Party", and collectively, the "Parties") to be effective on the date of last signature ("Effective Date").

RECITALS

WHEREAS, the approximately seventy-three (73) acre tract of land described in the attached **Exhibit A** ("Property") currently is located within the boundaries of Seis Lagos and located within Seis Lagos Water Certificate of Convenience and Necessity No. 11256 ("Water CCN") and Seis Lagos Wastewater Certificate of Convenience and Necessity No. 20502 ("Sewer CCN"); and

WHEREAS, IW has entered into a contract to purchase the Property; and

WHEREAS, Seis Lagos has no bonds outstanding secured by ad valorem taxes; and

WHEREAS, the Property is vacant and not receiving any water or wastewater services; and

WHEREAS, WCID 3 is desirous of annexing the Property into its boundaries and providing water service and wastewater service to the Property; and

WHEREAS, under the terms provided herein, Seis Lagos is agreeable to excluding the Property from its boundaries, excluding the Property from its Water CCN, and excluding the Property from its Wastewater CCN pursuant to the rules and procedures of the Texas Water Code; and

WHEREAS, WCID 3 is willing to compensate Seis Lagos for releasing the Property from its boundaries and excluding the Property from its Water CCN and its Sewer CCN; and

WHEREAS, upon WCID 3 making the payments as provided herein, Seis Lagos intends to utilize such monies for the purpose of improving roads serving the residents of Seis Lagos; and

WHEREAS, IW is willing to include the construction of such roads in the contract it enters into on behalf of WCID 3 to construct the roads to service the Property, as long as Seis Lagos is willing to pay the cost to construct such roads; and

WHEREAS, the Parties hereto have the authority to enter into this Agreement pursuant to the provisions of Texas Water Code Sections 13.248 and 49.213.

AGREEMENT

1. On or before December 16, 2021, Seis Lagos shall complete the exclusion of the Property from the boundaries of Seis Lagos. All documentation relative to such exclusion shall be subject to review and comment by WCID 3, which shall be prompt and reasonable.
2. Simultaneously with the exclusion of the Property from Seis Lagos, Seis Lagos shall execute all documents reasonably requested by WCID 3 to transfer the Water CCN for the Property and the Sewer CCN for the Property from Seis Lagos to WCID 3.
3. Within seven (7) calendar days after (i) the date the Property has been excluded from the boundaries of Seis Lagos, and (ii) Seis Lagos has executed the documents necessary to transfer the Water CCN and the Wastewater CCN to WCID 3, WCID 3 shall annex the Property into the boundaries of WCID 3.
4. In conjunction with the annexation of the Property into WCID 3, WCID 3 shall pay to Seis Lagos (i) \$700,000 as compensation for Seis Lagos releasing to WCID 3 its Water CCN, and (ii) \$700,000 to Seis Lagos as compensation for Seis Lagos transferring its Sewer CCN to WCID 3.
5. In consideration of Seis Lagos releasing the Property from the boundaries of Seis Lagos and for Seis Lagos transferring the Water CCN and the Sewer CCN, IW agrees to the following relative to the development of the Property (the "Development");
 - a. All single family home lots backing up to the existing homes in Seis Lagos will be platted with a minimum back lot width of eighty (80) feet. A concept plan ("Concept Plan") showing those lots currently planned to back-up to Seis Lagos is attached hereto as **Exhibit B**.
 - b. All single family homes shall have no more than two (2) stories.
 - c. Simultaneously with the annexation of the Property by WCID 3, IW shall grant to WCID 3 a 20' wide buffer easement extending the length of the fence facing Seis Lagos, which easement shall provide that WCID 3: (1) shall maintain the buffer easement area substantially similar to its existing natural state (but subject to routine maintenance) in order to effect a screening of sight between the homes in Seis Lagos and the lots in WCID 3 that back-up to Seis Lagos, and (2) shall not terminate the easement without the written consent of Seis Lagos, or any successor entity. The easement area is shown in the attached Exhibit B.
 - d. Each eighty (80) foot lot backing up to Seis Lagos will have a black metal decorative fence (Ameristar or equal) no less than six (6) feet in height built along

the rear property line of the lot. Such fence shall be completed before any home on the 80' lots is completed. The location of the fence is reflected in the attached Exhibit B.

- e. The Development shall have approximately 283 single family home lots with the minimum front lot width being fifty (50) feet, except those lots backing up to Seis Lagos, which will have an eighty (80) foot back lot width as provided in subsection (a) above.
- f. The Property will be developed with no entry on or roadway connection to Southview Drive (FM 1378).
- g. At such time as WCID 3 proceeds to construct roads to serve the Property (the "WCID 3 Roads"), WCID 3 shall cause the construction of the WCID 3 Roads to be bid with one alternate including construction only of the WCID 3 Roads and, as an alternate bid, construction of the WCID 3 Roads plus the Seis Lagos Blvd. Seis Lagos shall have forty-five (45) days after receipt of written notice of such bids, which shall include a copy of the bids, to notify WCID 3 whether it wishes WCID 3 to include the construction of the Seis Lagos Blvd. in such contract. In such event, the engineer for Seis Lagos shall be responsible for inspecting the construction of the Seis Lagos Blvd.

At such time as Seis Lagos notifies WCID 3 that it wishes WCID 3 to include construction of the Seis Lagos Blvd. in the contract to construct the WCID 3 Roads, Seis Lagos shall deposit with WCID 3 105% of the bid construction cost of the Seis Lagos Blvd. In the event the ultimate cost of the Seis Lagos Blvd. exceeds the amount deposited with WCID 3, Seis Lagos will pay the excess amount to WCID 3 within thirty (30) days of the submittal of the bills exceeding the deposit.

- 6. Term. This Agreement shall be effective against all Parties from the Effective Date and until all Parties have fulfilled their obligations under this Agreement.
- 7. Recordation. At such time as the Property has been annexed into WCID 3, IW shall record the memorandum of this Agreement attached hereto as **Exhibit C** in the Real Property Records of Collin County which provides that the provisions, *terms, covenants, and agreements referenced in, or contained in Sections 5(a)-(f) are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property.*
- 8. Applicable Law; Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and all obligations of the Parties are

performable in Collin County. Exclusive venue for any action to enforce or construe this Agreement shall be in Collin County.

9. Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.
10. Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.
11. Successors and Assigns. This Agreement shall be binding upon the Parties hereto and upon any of the Parties' respective successors and assigns.
12. No Third Party Beneficiaries. This Agreement does not create any third party benefits to any person or entity other than the named Parties hereto, and is solely for the consideration and purposes herein expressed.
13. Authority. The undersigned representatives covenant that they are fully authorized to sign this Agreement on behalf of their respective Party.
14. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

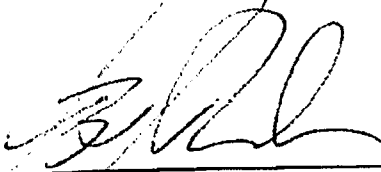
15. INDEMNITY AND HOLD HARMLESS.

(a) IW AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS SEIS LAGOS, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY IW; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY IW, OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY IW FOR THE DEVELOPMENT; (III) IW'S NONPAYMENT UNDER CONTRACTS BETWEEN IW AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS FOR THE DEVELOPMENT; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY IW OR THEIR AGENTS TO CONSTRUCT THE DEVELOPMENT; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO IW'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE DEVELOPMENT OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE DEVELOPMENT, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. IW IS EXPRESSLY REQUIRED TO DEFEND SEIS LAGOS AGAINST ALL SUCH CLAIMS, AND SEIS LAGOS IS REQUIRED TO REASONABLY COOPERATE AND ASSIST IW IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, SEIS LAGOS SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY IW IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY SEIS LAGOS IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF IW'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF IW'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. IW SHALL RETAIN SEIS LAGOS-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF IW FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND IW SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. SEIS LAGOS AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 15 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

SEIS LAGOS UTILITY DISTRICT



President, Board of Directors

Date: 12-2-21

ATTEST:

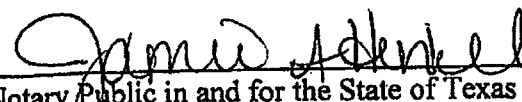

Secretary, Board of Directors

THE STATE OF TEXAS §

COUNTY OF Collin §

Before me, the undersigned authority, on this day personally appeared Brian Holmes, President, and Jeffrey Henderson Secretary of the Board of Directors of Seis Lagos Utility District, a conservation and reclamation district, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said District.

Given under my hand and seal of office on this 2 ^{December} day of November, 2021.


Notary Public in and for the State of Texas

(NOTARY SEAL)



To be effective the date of the last execution by the parties.

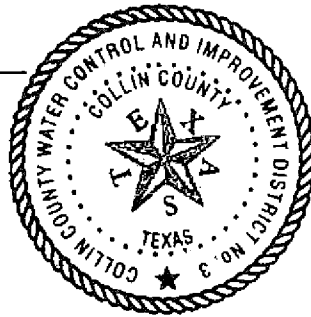
COLLIN COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 3

Tommy Thomas
President, Board of Directors

Date: 11-9-2021

ATTEST:

Mike Reil
Asst. Secretary, Board of Directors



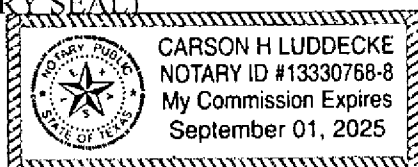
THE STATE OF TEXAS §
 DALLAS §
COUNTY OF ~~COLLIN~~ §

Before me, the undersigned authority, on this day personally appeared Tommy Thomas, President, and Mike Reil ^{Asst.} Secretary of the Board of Directors of Collin County Water Control and Improvement District No. 3, a conservation and reclamation district, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said District.

Given under my hand and seal of office on this 9 day of November, 2021.

Carson H Luddecke
Notary Public in and for the State of Texas

(NOTARY SEAL)



INSPIRATION WEST, LLC
a Texas limited liability company

By: Phillip W. Hoffins
Name: Phillip W. Hoffins
Its: Managing Director
Date: 11/29/21

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Phillip Hoffins, Managing Director, of Inspiration West, LLC, a Texas limited liability company, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said company.

Given under my hand and seal of office on this 29th day of November, 2021.

Thomas E Ford
Notary Public in and for the State of Texas

(NOTARY SEAL)

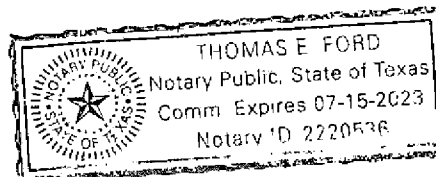


Exhibit A
Property Description

LEGAL DESCRIPTION

BEING A 73.159 ACRE TRACT OF LAND SITUATED IN THE DENNIS KINSAUL SURVEY, ABSTRACT NO. 502, CITY OF LUCAS E.T.J., COLLIN COUNTY, TEXAS, AND BEING ALL OF A 73.31 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1" TO SCOTT WILLIAM ERICKSON AND ERICA LYNN ERICKSON, AS RECORDED IN COUNTY CLERK'S FILE NO. 20140829000937040, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID 73.159 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 (NAD83 (2011) EPOCH 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 73.31 ACRE TRACT AND A COMMON NORTHEAST CORNER OF A 10.000 ACRE TRACT OF LAND CONVEYED TO KAI HANDT, AS RECORDED IN VOLUME 5819, PAGE 5127 AND IN COUNTY CLERK'S FILE NO. 2004-0181293, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING ON THE WEST END OF AN OLD ABANDONED ROAD, (NO RECORD DOCUMENT FOUND);

THENCE, ALONG THE COMMON LINES OF SAID 73.31 ACRE TRACT AND SAID 10.000 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 89 DEGREES 35 MINUTES 55 SECONDS WEST, A DISTANCE OF 1442.86 FEET TO A 5/8" IRON ROD FOUND FOR AN EXTERIOR ELL CORNER OF SAID 73.31 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 10.000 ACRE TRACT;

NORTH 01 DEGREE 37 MINUTES 14 SECONDS WEST, A DISTANCE OF 504.90 FEET TO A 5/8" IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 73.31 ACRE TRACT AND THE COMMON NORTHEAST CORNER OF SAID 10.000 ACRE TRACT;

NORTH 77 DEGREES 26 MINUTES 12 SECONDS WEST, A DISTANCE OF 202.07 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 61 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 361.66 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 30 MINUTES 06 SECONDS WEST, A DISTANCE OF 101.90 FEET TO A 5/8" IRON ROD FOUND FOR CORNER;

SOUTH 78 DEGREES 29 MINUTES 46 SECONDS WEST, A DISTANCE OF 134.30 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 89 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 141.84 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

NORTH 59 DEGREES 50 MINUTES 37 SECONDS WEST, A DISTANCE OF 154.90 FEET TO A 1/2" IRON ROD FOUND FOR CORNER;

SOUTH 73 DEGREES 57 MINUTES 18 SECONDS WEST, A DISTANCE OF 321.28 FEET TO A 5/8" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 10.000 ACRE TRACT. SAID POINT BEING ON THE SOUTH LINE OF SAID 73.31 ACRE TRACT AND THE COMMON NORTH LINE OF A 34.5118 ACRE TRACT OF LAND CONVEYED TO NORTH TEXAS EQUESTRIAN CENTER, INC., AS RECORDED IN COUNTY CLERK'S FILE NO. 94-0106479, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS;

THENCE, SOUTH 89 DEGREES 49 MINUTES 24 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 236.18 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, CONTINUING ALONG THE SOUTH LINE OF SAID 73.31 ACRE TRACT, AND OVER AND ACROSS SAID 34.5118 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 35 MINUTES 54 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 24 MINUTES 06 SECONDS WEST, A DISTANCE OF 79.05 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID 73.31 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF SAID 34.5118 ACRE TRACT AND THE COMMON EAST RIGHT-OF-WAY LINE OF FARM TO MARKET ROAD NO. 1378, ALSO KNOWN AS SOUTHVIEW DRIVE, (A 90' RIGHT-OF-WAY);

THENCE, NORTH 05 DEGREES 04 MINUTES 59 SECONDS WEST, ALONG THE WEST LINE OF SAID 73.31 ACRE TRACT, THE WEST LINE OF SAID 34.5118 ACRE TRACT, AND SAID EAST RIGHT-OF-WAY LINE, PASSING AT A DISTANCE OF 6.61 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHWEST CORNER OF SAID 34.5118 ACRE TRACT AND CONTINUING ALONG THE WEST LINE OF SAID 73.31 ACRE TRACT AND SAID COMMON EAST RIGHT-OF-WAY LINE, IN ALL A TOTAL DISTANCE OF 106.16 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID 73.31 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF SEIS LAGOS, PHASE FOUR, AN ADDITION TO THE CITY OF LUCAS E.T.J., AS RECORDED IN

CABINET Q, PAGE 388, PLAT RECORDS, COLLIN COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID 73.31 ACRE TRACT AND SAID SEIS LAGOS, PHASE FOUR, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 89 DEGREES 55 MINUTES 00 SECONDS EAST, A DISTANCE OF 191.06 FEET TO A POINT FOR CORNER;

NORTH 69 DEGREES 00 MINUTES 54 SECONDS EAST, A DISTANCE OF 127.39 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 01 MINUTE 31 SECONDS EAST, A DISTANCE OF 267.46 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 59 MINUTES 41 SECONDS EAST, A DISTANCE OF 119.15 FEET TO A POINT FOR CORNER;

NORTH 56 DEGREES 01 MINUTE 07 SECONDS EAST, A DISTANCE OF 313.15 FEET TO A POINT FOR CORNER;

NORTH 86 DEGREES 23 MINUTES 43 SECONDS EAST, A DISTANCE OF 52.20 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 41 MINUTES 29 SECONDS EAST, A DISTANCE OF 118.13 FEET TO A POINT FOR CORNER;

NORTH 63 DEGREES 13 MINUTES 42 SECONDS EAST, A DISTANCE OF 135.03 FEET TO A POINT FOR CORNER;

SOUTH 62 DEGREES 33 MINUTES 09 SECONDS EAST, A DISTANCE OF 48.79 FEET TO A POINT FOR CORNER;

NORTH 52 DEGREES 49 MINUTES 29 SECONDS EAST, A DISTANCE OF 163.10 FEET TO A POINT FOR CORNER;

SOUTH 73 DEGREES 57 MINUTES 28 SECONDS EAST, A DISTANCE OF 94.11 FEET TO A POINT FOR CORNER;

NORTH 49 DEGREES 39 MINUTES 35 SECONDS EAST, A DISTANCE OF 74.73 FEET TO A POINT FOR CORNER;

NORTH 85 DEGREES 37 MINUTES 56 SECONDS EAST, A DISTANCE OF 41.03 FEET TO A POINT FOR CORNER;

SOUTH 21 DEGREES 12 MINUTES 52 SECONDS WEST, A DISTANCE OF 32.12 FEET TO A POINT FOR CORNER;

NORTH 83 DEGREES 13 MINUTES 47 SECONDS EAST, A DISTANCE OF 56.02 FEET TO A POINT FOR CORNER;

NORTH 51 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 171.60 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 48 MINUTES 47 SECONDS EAST, A DISTANCE OF 110.39 FEET TO A POINT FOR CORNER;

NORTH 73 DEGREES 06 MINUTES 11 SECONDS EAST, A DISTANCE OF 129.24 FEET TO A POINT FOR CORNER;

NORTH 65 DEGREES 28 MINUTES 01 SECOND EAST, A DISTANCE OF 238.79 FEET TO A POINT FOR CORNER;

NORTH 57 DEGREES 16 MINUTES 44 SECONDS EAST, A DISTANCE OF 181.86 FEET TO A POINT FOR CORNER;

SOUTH 78 DEGREES 15 MINUTES 15 SECONDS EAST, A DISTANCE OF 74.40 FEET TO A POINT FOR CORNER;

SOUTH 68 DEGREES 26 MINUTES 13 SECONDS EAST, A DISTANCE OF 45.75 FEET TO A POINT FOR CORNER;

SOUTH 82 DEGREES 01 MINUTE 43 SECONDS EAST, A DISTANCE OF 170.76 FEET TO A POINT FOR CORNER;

NORTH 11 DEGREES 42 MINUTES 47 SECONDS EAST, A DISTANCE OF 119.86 FEET TO A POINT FOR CORNER;

SOUTH 53 DEGREES 51 MINUTES 53 SECONDS EAST, A DISTANCE OF 87.53 FEET TO A POINT FOR CORNER;

NORTH 60 DEGREES 42 MINUTES 06 SECONDS EAST, A DISTANCE OF 106.59 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 13 MINUTES 46 SECONDS EAST, A DISTANCE OF 89.02 FEET TO A POINT FOR CORNER;

NORTH 16 DEGREES 42 MINUTES 18 SECONDS WEST, A DISTANCE OF 139.50 FEET TO A POINT FOR CORNER;

SOUTH 77 DEGREES 30 MINUTES 05 SECONDS EAST, A DISTANCE OF 186.75 FEET TO A 3/4" IRON ROD FOUND FOR A SOUTHEAST CORNER OF SAID SEIS LAGOS, PHASE FOUR;

NORTH 88 DEGREES 56 MINUTES 04 SECONDS EAST, A DISTANCE OF 50.14 FEET TO A 3/4" IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 73.31 ACRE TRACT. SAID POINT BEING ON THE WEST LINE OF AFORESAID OLD ABANDONED ROAD;

THENCE, ALONG THE EAST LINE OF SAID 73.31 ACRE TRACT AND THE WEST LINE OF SAID OLD ABANDONED ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 00 DEGREES 37 MINUTES 29 SECONDS EAST, A DISTANCE OF 530.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 01 DEGREE 15 MINUTES 31 SECONDS EAST, A DISTANCE OF 1368.86 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 3,186,808 SQUARE FEET OR 73.159 ACRES OF LAND.

Exhibit B Concept Plan

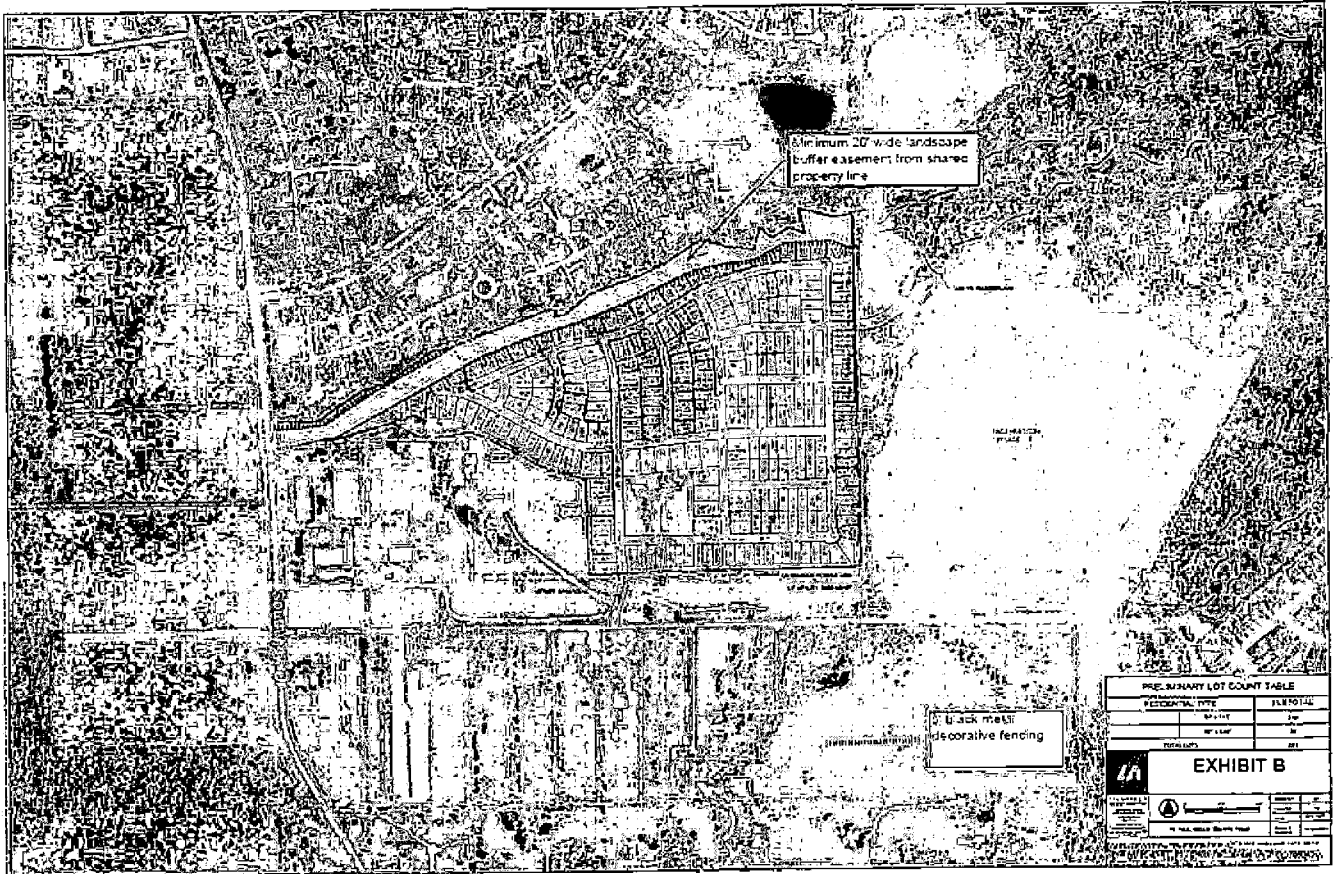


Exhibit C
Form of Memorandum to be Filed

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "**Memorandum**") is executed this ____ day of _____, 2021 by **Seis Lagos Utility District**, a Texas conservation and reclamation district ("**Seis Lagos**"); **Collin County Water Control and Improvement District No. 3**, a Texas conservation and reclamation district ("**WCID 3**"); and Inspiration West, LLC, a Texas limited liability company ("**IW**") (each individually, a "**Party**", and collectively, the "**Parties**") to be effective on the date of last signature ("**Effective Date**").

This Memorandum is placed of record to provide notice that the Parties have entered into that certain Agreement Regarding Exclusion of Land; Transfer of CCN; and Construction of Road, effective on _____ (the "**Agreement**") whereby, among other things, Seis Lagos agreed to exclude the property described on **Exhibit A** (the "**Property**") from its boundaries and Water and Wastewater CCN's, WCID 3 agreed to compensate Seis Lagos for such actions, HE and Seis Lagos agreed to terms regarding the construction of roads, and HE agreed to certain development standards on the Property.

The development standards agreed to by IW in Sections 5(a)-(f) of the Agreement are as follows (any exhibits referenced in the below list are exhibits of the Agreement):

- a. All single family home lots backing up to the existing homes in Seis Lagos will be platted with a minimum back lot width of eighty (80) feet. A concept plan ("**Concept Plan**") showing those lots currently planned to back-up to Seis Lagos is attached hereto as **Exhibit B**.
- b. All single family homes shall have no more than two (2) stories.
- c. Simultaneously with the annexation of the Property by WCID 3, IW shall grant to WCID 3 a 20' wide buffer easement extending the length of the fence facing Seis Lagos, which easement shall provide that WCID 3: (1) shall maintain the buffer easement area substantially similar to its existing natural state (but subject to routine maintenance) in order to effect a screening of sight between the homes in Seis Lagos and the lots in WCID 3 that back-up to Seis Lagos, and (2) shall not terminate the easement without the written consent of Seis Lagos, or any successor entity. The easement area is shown in the attached **Exhibit B**.
- d. Each eighty (80) foot lot backing up to Seis Lagos will have a black metal decorative fence (Ameristar or equal) no less than six (6) feet in height built along the rear property line of the lot. Such fence shall be completed before any home on

the 80' lots is completed. The location of the fence is reflected in the attached **Exhibit B**.

- e. The Development shall have approximately 283 single family home lots with the minimum front lot width being fifty (50) feet, except those lots backing up to Seis Lagos, which will have an eighty (80) foot back lot width as provided in subsection (a) above.
- f. The Property will be developed with no entry on or roadway connection to Southview Drive (FM 1378).

The provisions, terms, covenants, and agreements referenced in, or contained in Sections 5(a)-(f) of the Agreement are covenants that touch and concern the Property and it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property.

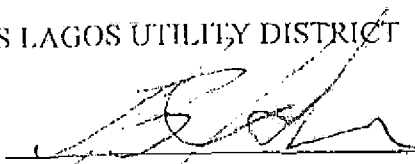
The Agreement is effective from the date of last signature of the Parties until all Parties have fulfilled their obligations under the Agreement.

This Memorandum does not alter, amend, or modify the Agreement in any way. If there is an inconsistency between the provisions of this Memorandum and the Agreement, the provisions of the Agreement will control. This Memorandum is governed by the laws of the State of Texas. This Memorandum may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but all such counterparts together will constitute but one and the same agreement.

[Signature and Acknowledgement Pages Follow]

SEIS LAGOS:

SEIS LAGOS UTILITY DISTRICT

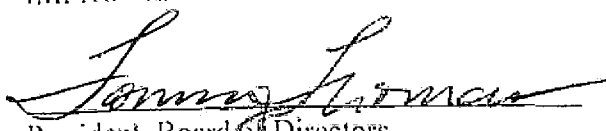


President, Board of Directors

Date: 12-2-21

WCID 3:

COLLIN COUNTY WATER CONTROL AND
IMPROVEMENT DISTRICT NO. 3

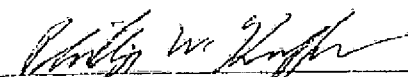


President, Board of Directors

Date: 12-6-21

IW:

INSPIRATION WEST, L.L.C
a Texas limited liability company

By: 

Name: Phillip W. Huffines

Title: Managing Director

Date: 11/29/2021

THE STATE OF TEXAS §
 §
COUNTY OF Collin §

Before me, the undersigned authority, on this day personally appeared Brian Holmes, President, and Jeffrey Henderson Secretary of the Board of Directors of Seis Lagos Utility District, a conservation and reclamation district, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said District.

Given under my hand and seal of office on this 2 day of ^{December}~~November~~, 2021.

Jamie A Hinkel
Notary Public in and for the State of Texas

(NOTARY SEAL)



THE STATE OF TEXAS §

COUNTY OF COLLIN §
§

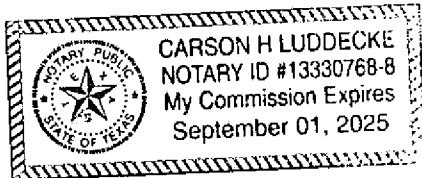
Before me, the undersigned authority, on this day personally appeared Tommy Thomas, President, and Mike Roil ^{and} Secretary of the Board of Directors of Collin County Water Control and Improvement District No. 3, a conservation and reclamation district, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said District.

Given under my hand and seal of office on this 6th day of December, 2021.



Notary Public in and for the State of Texas

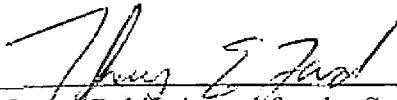
(NOTARY SEAL)



THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Philip Huffines, Managing Director, of Inspiration West, a Texas limited liability company, known to me to be the persons whose name are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said company.

Given under my hand and seal of office on this 29th day of November, 2021.



Notary Public in and for the State of Texas

(NOTARY SEAL)

