

CAPITAL IMPROVEMENT AGREEMENT FOR SANITARY SEWER SERVICE

This Capital Improvement Agreement for Sanitary Sewer Service (this "Agreement") is made effective as of July ___, 2019, between the City of Seguin (the "City"), and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited liability company ("Developer") (Developer and the City also referred to individually as "Party" and collectively as the "Parties").

RECITALS

A. Developer has contracted to acquire an approximate 330 acre tract of land in Guadalupe County, Texas (the "Developer Property"), more particularly described on the attached **Exhibit 1**, upon which Developer intends to build single family residential structures and other facilities that would require access to sanitary sewer.

B. City owns a Wastewater Utility that, with the completion of improvements set out herein, is capable of serving the residential development of approximately 1,450 homes on the Developer Property as well as the surrounding area.

C. The City and Developer desire to provide a mechanism to ensure that city sanitary sewer services are made available to the Developer Property and to property in the surrounding area.

D. The Developer Property is not within the Seguin city limits, but does lie within an area that can be served by the City's sanitary sewer system. Some of the area to be served lies outside the City's certificated area for servicing waste water, but does not lie in the certificated area of any other entity and is therefore subject to inclusion within the City's Certificate of Convenience and Necessity.

E. The "Project" contemplated by this Agreement shall consist of a sanitary sewer line, divided into three sections, running approximately along the line shown on the attached **Exhibits 2, 3 and 4**. The project shall also include improvements and upgrades to the existing Navarro School lift station in the form of larger pumps designed to handle the increase flow and the construction of a new lift station and force main at Geronimo Creek.

F. In order to fully accommodate the housing development on the Developer Property the City will be increasing the capacity of its Geronimo Creek Wastewater Treatment Plant. The increased capacity in the wastewater treatment plant shall include consideration for full development along all the sanitary sewer lines in this Agreement such that connection to those lines will not be limited by the City's ability to treat the effluent.

AGREEMENT

The Parties, in consideration of the mutual promises, covenants and agreements set forth in this Agreement, agree and contract as follows:

1. Engagement of Engineer. Developer agrees to contract for and pay for all third-party engineering services needed for construction of the Project including, without limitation, the preliminary design, final design, bidding, the surveying, construction administration, and warranty inspection phases for the Project. The engineer engaged by Developer (the "Project Engineer") must be a professional engineer registered in the State of Texas.

2. Oversizing. The City has directed that the size of the 12 inch sanitary sewer line proposed for the Project be increased to an 18 inch sewer line for the purpose of facilitating the City's provision of services in the sewer shed area (and not for the purpose of providing additional capacity to Developer). After determining the costs based on Developer's needs, Developer shall direct the Project Engineer to prepare a preliminary cost estimate for the oversizing for City approval which shall be attached hereto when complete as **Exhibit 6**.

3. Depth and Slope. In order to facilitate service to surrounding areas, City may require that parts of sewer line, as oversized, be installed at a certain depth and slope.

4. Engineer's Services. Developer will ensure that all construction work on the Project is performed under the supervision and oversight of the Project Engineer, including the following:

- A. The Project Engineer will coordinate the design and construction of the Project with the City.
- B. The Project Engineer shall be responsible for a survey of the proposed alignment, along with obtaining a metes and bounds description to be used for the easement purchase.
- C. The Project Engineer will prepare plans and specifications for the Project in accordance with City design and construction standards and with applicable laws and regulations, and submit them to the City for review. The Project Engineer will assist Developer in obtaining all necessary permits for the Project from authorities having jurisdiction over the work.
- D. The Project Engineer will perform periodic inspections of work on the Project in progress at least monthly throughout the construction period, and will coordinate the inspections with the City. The Project Engineer shall also be responsible for inspections required by the Texas Commission on Environmental Quality.
- E. The City Engineer will conduct inspections to determine the dates of substantial completion and final completion for the Project, and make a written recommendation to the City regarding the acceptance of the Project.

5. Plans and Plan Approval.

- A. Upon completion of the plans for the Project, prior to seeking a construction contractor, Developer shall provide the City Engineer of a copy of the plans for the Project.

- B. The City Engineer shall have fifteen (15) business days to review the initial plans for the Project and submit its comments to the Project Engineer.
- C. The Project Engineer shall address the City Engineer's comments and submit the revised plans to the City Engineer for final approval.
- D. The City Engineer shall submit any comments, after the initial plan review, within ten (10) business days.

6. Construction. Developer will ensure that the construction of the Project is performed in accordance with the following:

- A. Developer will obtain bids from at least three contractors and then submit the winning bid to the City Engineer for approval of the contractor;
- B. Developer will required the contractor to obtain a performance bond and a payment bond in the full amount of the construction contract from the contractor, naming Developer and the City as obligees.
- C. Developer will require the contractor to maintain commercial general liability insurance coverage for all of its operations and those of its subcontractors, and all persons engaged in work on the site must be covered by workers' compensation insurance as set forth in the attached **Exhibit 7**.
- D. Developer will cause all necessary licenses and permits for the Project to be obtained from authorities having jurisdiction over the work and pay all fees related to such permits.
- E. Developer will require the contractor to construct the Project in a good and workmanlike manner and in accordance with the plans and specifications for the facilities prepared by the Project Engineer and approved by the City Engineer.

7. Project Costs.

- A. Developer will be responsible for the specific costs associated with the Project, including, but not necessarily limited to, engineering costs, construction costs, and costs for the acquisition of permanent and temporary sewer line easements
- B. With respect to the upgrades and rerouting of the City's existing 10-inch line as shown on **Exhibit 4** (South Leg) and the construction and installation of a new oversized 18-inch line as shown on **Exhibit 2** (North Leg), Developer shall be responsible for specific costs associated with replacing the sanitary sewer line with a line of sufficient size to carry all of the increased flow from Developer's property at full build. The line, however, shall be constructed to 18 inches, with the City participating through contribution of the oversize cost as provided for in Paragraph 7.D. below.
- C. With respect to the upgrades or rerouting of the City's 8-inch force main line as shown on **Exhibit 3** (Middle Leg), Developer shall be responsible for specific costs associated with the installation, upsizing, and/or replacing the sanitary sewer line with a line of sufficient size to carry all of the increased flow from Developer's property at full build. For this portion of the sewer line, no participation from the City shall occur.
- D. As the City has requested oversizing of the Project under Paragraph 2, the City will pay to Developer the increase in the cost of the Project associated with the oversizing, consisting of the increase in the construction cost directly associated with the oversizing. The City will make this payment to Developer in cash within thirty (30) days after the later of the following: (i) Acceptance Date (defined below) and (ii) the Project Engineer has submitted to the City an itemization of the increase in costs due to the oversizing.
- E. In the event that a subsequent third party builder shall tie into the portions of the sewer line installed and/or upgraded as described in Paragraphs. 7.B. and 7.C. above, then the City shall require such builder to reimburse Developer an amount equivalent to 100% its prorata share (based on additional output capacity added to the sewer line) of the unreimbursed costs of the installation and upgrade of the sewer line pursuant to the Pro Rata Share Schedule described on **Exhibit 5**; provided that Developer shall not be entitled to recover more than its remaining prorata share of the actual installation costs for the sewer line.
- F. The estimated costs of the entire installation, upgrade and upsizing of the sewer line described on **Exhibits 2, 3, and 4**, respectively is described on **Exhibit 6**. Developer shall, through either an irrevocable letter of credit, escrow deposit or completion bond, as guarantee to the City impact fees, based on the applicable rate based on the current rate as of the date the applicable plat was filed, representing no less than fifty-eight (58) houses per year, based on cumulative average, beginning in 2022 and continuing until Developers Property is fully developed.

The impact fees received from fifty-eight (58) houses covers the City's extra costs in increasing the capacity of the Geronimo Creek Wastewater Treatment Plant in a manner that will fully accommodate the future development in the area of the Developer Property.

8. City Inspections and Acceptance. The City agrees, at no cost to Developer, to:

- A. Inspect the construction of the Project as construction progresses;
- B. Inspect the Project promptly upon completion of construction; and
- C. Issue a certificate of acceptance of the Project to Developer after 1) all required inspections for the Project are passed, and after receipt of a system-wide video inspection if any of the system fails the mandrel test; 2) Developer or contractor submits a one-year warranty against defects in materials and workmanship in the Project executed by the contractor; contractor submits a one-year bond in the amount of 15% of the costs for the project as required by the Seguin Unified Development Code Section 2.9.10.G.2; and 3) the Project Engineer submits as-built drawings for the Project to the City. The date that the City issues a certificate of acceptance will be the "Acceptance Date".
- D. Inspect all sanitary sewer collection systems up to the customer taps and each customer plumbing tap at installation.

9. Reservation of Wastewater Capacity.

- A. The City will reserve, for a period of twenty-five (25) years after the Acceptance Date (the "Reservation Period") sewer capacity for the Developer Property as provided below. The City will issue to the Developer on the Acceptance Date a certain number of Living Unit Equivalents (LUE) as determined by the approved Preliminary Plat (the "Reserved Capacity"). The Reserved Capacity will be reduced for each LUE used with respect to the Developer Property (but not with respect to wastewater service units from any other facilities or project), and the resulting Reserved Capacity will be deemed the "Adjusted Reserved Capacity."
- B. The City agrees to allow Developer or the current owner of the Developer Property to connect sewer lines to the Project to the extent of any Adjusted Reserved Capacity remaining at the time of request. In order to protect the rights of Developer and the subsequent owner(s) of the Developer Property and their respective portions of the Reserved Capacity in the Project, the City agrees to verify that sufficient capacity remains in the Project, after deducting the total Reserved Capacity for the Developer Property, to serve a request to connect to the Project by the owner of any other property, or by the owners of the Developer Property, before approving the request. To the extent that any such request exceeds the remaining

capacity in the Project, the City agrees to deny the request. The City may provide alternative means for wastewater service for persons whose service requests are denied under this paragraph, in any manner that does not reduce the amount of the Adjusted Reserve Capacity for the Developer Property. The rights to the Adjusted Reserved Capacity will remain solely with Developer unless Developer records in the Real Property Records of Guadalupe County, Texas an explicit partial assignment of the Adjusted Reserve Capacity for land in the Developer Property conveyed to a third-party. In the event Developer records a plat of single-family lots in the Developer Property, then the Adjusted Reserved Capacity will be automatically assigned to each single-family lot without any additional action on behalf of Developer.

10. Easements.

- A. The City will be required to obtain all necessary easements required for the completion of the Project. Developer will reimburse the City for all such reasonable costs to obtain such easements, including cost of appraisal and land man, provided that such costs are approved in advance by Developer.
- B. In the event that easements are not acquired by within 90 days of receiving the appraisal for a parcel the City will begin use of its eminent domain authority to acquire such easement needed for the Project. Developer will pay for all easement costs associated with these acquisitions, which easements shall be treated as a project cost for the Project and reimbursable to Developer. The City will expedite the process by requesting authorization from the City Council for the purchase of all easements necessary for the project
- C. Developer agrees to pay to the City the amount of \$50,000.00 as a deposit towards the easement costs for the City's acquisition of such easements related to the Project. The City agrees to use the funds provided by Developer under this paragraph only for the described easement costs. The City will provide a monthly report to Developer of funds expended from this deposit. The City will refund to Developer any of the deposit amount which remains after the completion of the easement acquisition. If additional funds are needed to pay the easement costs, the City will provide one or more itemized invoices to Developer for the costs, and Developer will pay the amount of each such invoice to the City within 30 days, provided the total amount expended on the easement costs is either approved in advance by Developer, or is the outcome of legal action under eminent domain proceedings.
- D. In the event that the construction and installation of all lines and infrastructure for the sanitary sewer collection and treatment facilities to serve the Project are not fully installed and operational in accordance with the anticipated project timeline for construction and completion of the first homesites for sale on the Developer Property, the City agrees it will temporarily accept through a separate pump and haul agreement the sanitary sewer effluent from the completed houses until

completion of the installation and operation of the lines and infrastructure have been completed. The Pump and Haul Agreement shall be with a TCEQ registered carrier who will deliver the non-comingled effluent meeting the City's published standards for acceptance and paid at the then existing rate. Developer shall use all commercially reasonable efforts to complete the entire Project and have operational as soon as possible, but no later than twelve (12) months after the implementation of the Pump and Haul Agreement.

11. Dedication to Seguin. Developer agrees to dedicate, grant and convey to the City all rights, title and interest of Developer in both the off-site and on-site, up to the plumbing taps, utility infrastructure that Developer constructs under this Agreement, and to dedicate, grant, and convey to the City easements for such utility infrastructure on the Developer Property. Upon written acceptance of off-Site and on-Site utility infrastructure by the City, the infrastructure shall be owned, operated and maintained by the City.

12. Reimbursement of Cost of Project. Developer shall be reimbursed for the entire first phase of this Agreement (the lift station upgrade and sewer line running from Developers property to the lift station) through the Pro Rata Share Schedule assessed by the City. The City shall assess all developers or users who connect to the line for a period of fifteen years from the date the line is accepted by the City for its pro-rata share of the costs pursuant to the Pro Rata Share Schedule described on **Exhibit 5**. The pro-rata assessment will be determined by the number of unit equivalents that each development proposes and paid to the Developer annually.

With respect to specific Project expenses incurred on the upgrade of the City's 10 inch line (that is at near capacity) running from Continental to IH-I0 the Developer's Engineer shall submit calculations to the City Engineer that show the size of line needed to handle Developer's full build out of the Developer Property. Upon agreement of size by the City Engineer, Developer shall submit plans and costs for construction in agreement with the approved line size along with the cost associated for oversizing said line to 18 inches. As the lines are constructed, upon receipt of an approved invoice for the work performed, the City shall pay its oversize costs.

Irrespective of the source of reimbursement, Developer shall not be entitled to recover more than the actual reimbursement costs as set forth in this Agreement, or the amount collected within fifteen years of the date of the sale of the first house.

13. Connection or Tap Fee. The City has established a tap or connection fee, separate from the wastewater impact fee, for connections to all the City owned sanitary sewers, including the Project. This fee shall not be waived by the City and will be assessed before any plumbing connection is made to a residence in the Developer's Project. Failure to submit application and pay the appropriate tap fee shall be subject to the same penalties as are assessed to any residential development within the City limits.

14. Annexation. The Developer Property is not in the Extraterritorial Jurisdiction of the City of Seguin and is therefore not subject to annexation. The Developer Property is, however, within the area that is adjacent to the certificated area of Seguin Sanitary Sewer Certificate of Necessity and Convenience and will be served accordingly.

15. **Applicable Laws; Impact Fees.** This Agreement and the provision of wastewater service through the Project are subject to all valid and applicable ordinances, fees (including City wastewater impact fees as specified in Paragraph 9), rules, regulations, and laws of all governmental agencies having lawful jurisdiction over them.

16. **Entire Agreement; Assignment.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the Project and may be amended only by a written document signed by the Parties. This Agreement shall be binding upon the successors and permitted assigns of the Parties. Developer may assign all or part of its rights and/or obligations under this Agreement to a purchaser or owner of all or part of the Developer Property, or to a lender providing financing for all or part of the Project costs, without the consent of the City; however, such an assignment is not valid unless Developer delivers written notice of the assignment to the City. Any other assignment by a Party of rights or obligations under this Agreement will require the written approval of the other Party.

17. **Authority of Signatories.** Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the Party that person represents.

18. **Notice.** Notices required by this Agreement will be provided by the Parties to one another by certified mail, return receipt requested, or by confirmed facsimile transmission, to the following addresses:

To the City: City Manager
City of Seguin
205 N. River Street
Seguin, TX 78155
Fax: (830) _____

To: Developer: Lennar Homes of Texas Land and Construction, Ltd.
1922 Dry Creek Way, Suite 101
San Antonio, Texas 78259
Attn: Brian Barron
Fax: (210) _____
Email: brian.barron@lennar.com

If a Party changes its address or facsimile number for notice purposes, it will provide written notice of the new address to the other Parties within ten (10) days of the change.

19. **Venue; Governing Law.** This Agreement shall be construed and enforced according to the laws of the State of Texas; and exclusive venue for any legal action arising under this Agreement shall lie in Guadalupe County, Texas.

20. **Third Parties.** It is the express intention of the Parties that the terms and conditions of this Agreement may be enforced by either Party to the Agreement but not by any third party or alleged third-party beneficiary.

21. **Captions.** Captions are included solely for convenience of reference and if there is any conflict between captions and the text of the Agreement, the text shall control.

22. **Litigation Expenses.** The prevailing Party in any legal proceeding brought by a Party to this Agreement against the other Party, for claims under this Agreement, will be entitled to recover court costs and reasonable attorneys' fees from the non-prevailing Party.

23. **Severability.** The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance is ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected thereby and this Agreement will be construed as if such invalid or unconstitutional portion had never been contained therein.

[Signatures on following page]

EXECUTED by the Parties effective as of the date first set forth above.

City of Seguin:

By: _____
Douglas G. Faseler, City Manager

Date: _____

Developer:

Lennar Homes Of Texas Land And Construction, Ltd.,
a Texas limited partnership

By: Lennar Texas Holding Company,
a Texas corporation, its General Partner

By: 
Richard Mott, Authorized Agent

Date: 6/12/19

EXHIBIT 1

Property Description

URBANCIVILTM

Job No. 1806.07.NB

August 9th, 2018

204.889 Acres

State of Texas County of Guadalupe

Fieldnotes, for 204.889 Acres, situated in the A. M. Esnaurizar Survey, Abstract Number 20, Guadalupe County, Texas, being a portion of a 125.3 Acres, called First Tract and 80.7 Acres, called Second Tract, described in a Deed to Louis C. Heinemeyer and wife, Annie Heinemeyer, as recorded in Volume 234, Page 559 of the Official Public Records of Guadalupe County, Texas; said 204.889 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod found, on the South Right-of-Way line of Texas F M 758, the Northwest corner of Lot 1, Karens Park Subdivision, as recorded in Volume 7, Page 16 of the Map and Plat Records of Guadalupe County, Texas, the East line of the said 125.3 Acre tract, for the Northeast corner of this tract;

Thence, South 0°36'52" East, departing the said South Right-of-Way, with the East line of the said 125.3 Acre tract, at 1601.04 Feet, pass a 1 Inch Iron Pipe Found, 0.68 feet Right of line, in all 4780.09 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, on the apparent North Right-of-Way of Harborth Road (also known as Guadalupe County Road Number 125), for the Southeast corner of this tract, from whence a ½ Inch Iron Rod found, for the Southwest corner of a 6.088 acre tract, described in a Deed from Vicki S. Hartwick to Lori Katesmorak, as recorded in Volume 4178, Page 816 of the said Official Public Records, bears North 89°38'09" East, 669.57 Feet;

Thence, North 89°06'52" West, with the said apparent North Right-of-Way, 1138.89 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, on the East line of the said 80.7 Acre tract, the West line of the said 125.3 Acre tract, for a corner of this tract;

Thence, North 88°47'14" West, continuing with the said apparent North Right-of-Way, at 179.26 feet, pass a ½ Inch Iron Rod found, 39.85 feet, Left of line, for a Northeast corner of a 36.8145 Acre tract, described in a Deed from Norman B. Harborth and Maxine Harborth to The Norman B. Harborth and Maxine Harborth Revocable Living Trust, as recorded in Volume 2464, Page 457 of the said Official Public Records, in all 736.07 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, in the West line of the said 80.7 acre tract, for the Southwest corner of this tract, from whence, a ½ Inch Iron Rod found on the South Right-of-Way line of the said Harborth Rd. bears South 1°30'29" West, 39.74 Feet;

Thence, North 00°40'10" West, with the West line of the said 80.7 Acre tract, at 122.19 Feet, pass a ½ Inch Iron Rod found, 25.26 Feet, Left of line, for the Northeast corner of a 1.00 Acre tract, described in a deed from Walter Harborth and wife, Martha Harborth to Norman Harborth, as recorded in Volume 308, Page 150 of the said Official Public Records, in all 1821.25 Feet, to a 3 Inch Steel Pipe Fence Corner Post found, for the Southeast corner of a 46.7252 Acre tract, described in a Deed from Roger Lee Bormann, Brenda K. Varna and Audrey Diane Bormann to David Lehmberg and wife, Lori Gayle Lehmberg, as recorded in Volume 2785, Page 109 of the said Official Public Records, a corner of this tract;

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Thence, North 00°46'04" West, with the East line of the said 46.7252 Acre tract, the West line of the said 80.7 Acre tract, 2901.00 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, on the South Right-of-Way of the said Texas F M 758, for the Northwest corner of this tract, from whence, a ½ Inch Iron Rod found for the Northwest corner of a 42.0449 Acre tract, described in a Deed from Nelson Bormann to Bartoskewitz Farm Foundation, as recorded in Volume 2803, Page 363 of the said Official Public Records, bears South 89°14'45" West, 1333.00 Feet;

Thence, North 89°14'45" East, with the said South Right-of-Way, 1883.74 Feet, to the **Point of Beginning**, containing 204.889 Acres (8,924,975 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Sketch of tract described herein.



URBAN CIVIL

Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

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Job No. 1811.06.NB
December 21st, 2018

95.225 Acres

State of Texas
County of Guadalupe

Fieldnotes, for 95.225 Acres, situated in the A. M. Esnaurizar Survey, Abstract Number 20, Guadalupe County, Texas, being the same land, called 94.50 Acres, described in a Sheriff's Deed to Randall Raymond Smidt, as recorded in Volume 2934, Page 159 of the Official Public Records of Guadalupe County, Texas, and further described by Metes and Bounds in Volume 757, Page 508 of the said Official Public Records; said 95.225 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" found, on the apparent North Right-of-Way of Harborth Road (also known as Guadalupe County Road Number 125), the East line of a 125.3 Acre tract, called First Tract, described in a Deed to Louis C. Heinemeyer and wife, Annie Heinemeyer, as recorded in Volume 234, Page 559 of the Deed Records of Guadalupe County, Texas, for the Southwest corner of this tract;

Thence, North 0°36'52" West, departing the said North Right-of-Way, with the East line of the said 125.3 Acre tract, 3179.21 Feet, to the South line of Lot 1, Karens Park Subdivision, as recorded in Volume 7, Page 16 of the Map and Plat Records of Guadalupe County, Texas, for the Northwest corner of this tract, from whence, a 1 Inch Iron Pipe found, bears South 89°25'41" West, 0.68 Feet, a ½ Inch Iron Rod found, on the South Right-of-Way of Texas Farm to Market Highway Number 758, for the Northwest corner of the said Lot 1, bears North 0°36'52" West, 1600.88 Feet;

Thence, North 89°25'41" East, with the South line of the said Karens Park Subdivision, the North line of the said 94.50 Acre tract, at 134.84 Feet, pass a ½ Inch Iron Rod with Orange Plastic Cap stamped "2633" found, on line, for the Southwest corner of Lot 2, of the said Karens Park Subdivision, the Southeast corner of the said Lot 1, at 409.86 Feet, pass a ½ Inch Iron Rod found, on line, for the Southwest corner of a 15.077 Acre tract, described in a deed from HUD Family LTD., John Saunders and wife, Esther Saunders to Glen Nemec and Paula Nemec, as recorded in Volume 2265, Page 179 of the said Official Public Records, the Southeast corner of the said Lot 2, continue with the South line of the said 15.077 Acre tract, at 821.13 Feet, pass a ½ Inch Iron Rod found, on line, for the Southwest corner of a 20.00 Acre tract, described in a deed from Miguel Torres and Guillermina Baca to Chase Jaroszewski, as recorded in Volume 2617, Page 242 of the said Official Public Records, the Southeast corner of the said 15.077 Acre tract, continue with the South line of the said 20.00 Acre tract, at 1364.61 Feet, pass a Fence Post found, 0.20 Feet, Left of line, in all 1377.02 Feet, to a 5/8 Inch Iron Rod found, for the Northwest corner of a 17.99 Acre tract, described in a deed from Hollis Lee Woosley, Bridget J. Woosley, Thomas Lee Woosley, II and Karen Ann Woosley to Heart Six Bar, Inc., as recorded in Document Number 2017017874 of the said Official Public Records, the Northeast corner of the said 94.50 Acre tract and this tract;

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Thence, South 0°59'30" East, with the West line of the said 17.99 Acre tract, the East line of the said 94.50 Acre tract, at 602.06 feet, pass a ½ Inch Iron Rod found, on line, for the Northwest corner of a 5.00 Acre tract, as described and recorded in Document Number 2015003444 of the said Official Public Records, the Southwest corner of the said 17.99 acre tract, continue with the West line of the said 5.00 Acre tract, at 769.17 feet, pass a 60D Nail found, on line, for the Northwest corner of a 11.90 Acre tract, described in a deed from Stan Casner to Lucille Casner, as recorded in Volume 2522, Page 180 of the said Official Public Records, the Southwest corner of the said 5.00 Acre tract, continue with the West line of the said 11.90 Acre tract, at 1365.00 Feet, pass a 3/8 Inch Iron Rod found, on line, for the Northwest corner of a 16.77 Acre tract, described in a deed from Veterans Land Board of the State of Texas to Kenneth Horace Fohn, as recorded in Volume 1461, Page 64 of the said Official Public Records, the Southwest corner of the said 11.90 Acre tract, continue with the West line of the said 16.77 Acre tract, at 1921.72 Feet, pass a 5/8 Inch Iron Rod found, on line for the Southwest corner of the said 16.77 Acre tract, continue with the East line of the said 94.50 Acre tract, at 2783.79 Feet, pass a ½ Inch Iron Rod with Orange Plastic Cap stamped "Tri-County" found, on line, for the Northwest corner of a 5.60 Acre tract, described in a deed from Judy Louise Isenhower and George G. Isenhower to Benjamin Baker and spouse, Michelle Baker, as recorded in Volume 2789, Page 327 of the said Official Public Records, continue with the West line of the said 5.60 Acre tract, in all 2816.43 Feet, to a 8 Inch Cedar Fence Corner Post found, for the Northeast corner of a 6.086 Acre tract, described in a deed from Vicki S. Hartwick to Lori Katscmorak as recorded in Volume 4178, Page 816 of the said Official Public Records, a Southeast corner of the said 94.50 Acre tract and this tract;

Thence, South 89°27'42" West, with the common line of the said 6.086 Acre tract and the said 94.50 Acre tract, 725.47 Feet, to a Cotton Gin Spindle in a Fence Post found, for the Northwest corner of the said 6.086 Acre tract, an Inner Ell corner of the said 94.50 Acre tract and this tract;

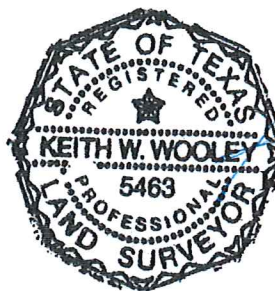
Thence, South 0°31'52" East, continuing with the said Common line, 365.71 Feet, to a ½ Inch Iron Rod found, on the apparent North Right-of-Way of the said Harborth Road, for the Southwest corner of the said 6.086 Acre tract, a Southeast corner of the said 94.50 Acre tract and this tract;

Thence, South 89°38'09" West, with the North Right-of-Way of the said Harborth Road, 669.57 Feet, to the **Point of Beginning**, containing 95.225 Acres (4,148,006 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

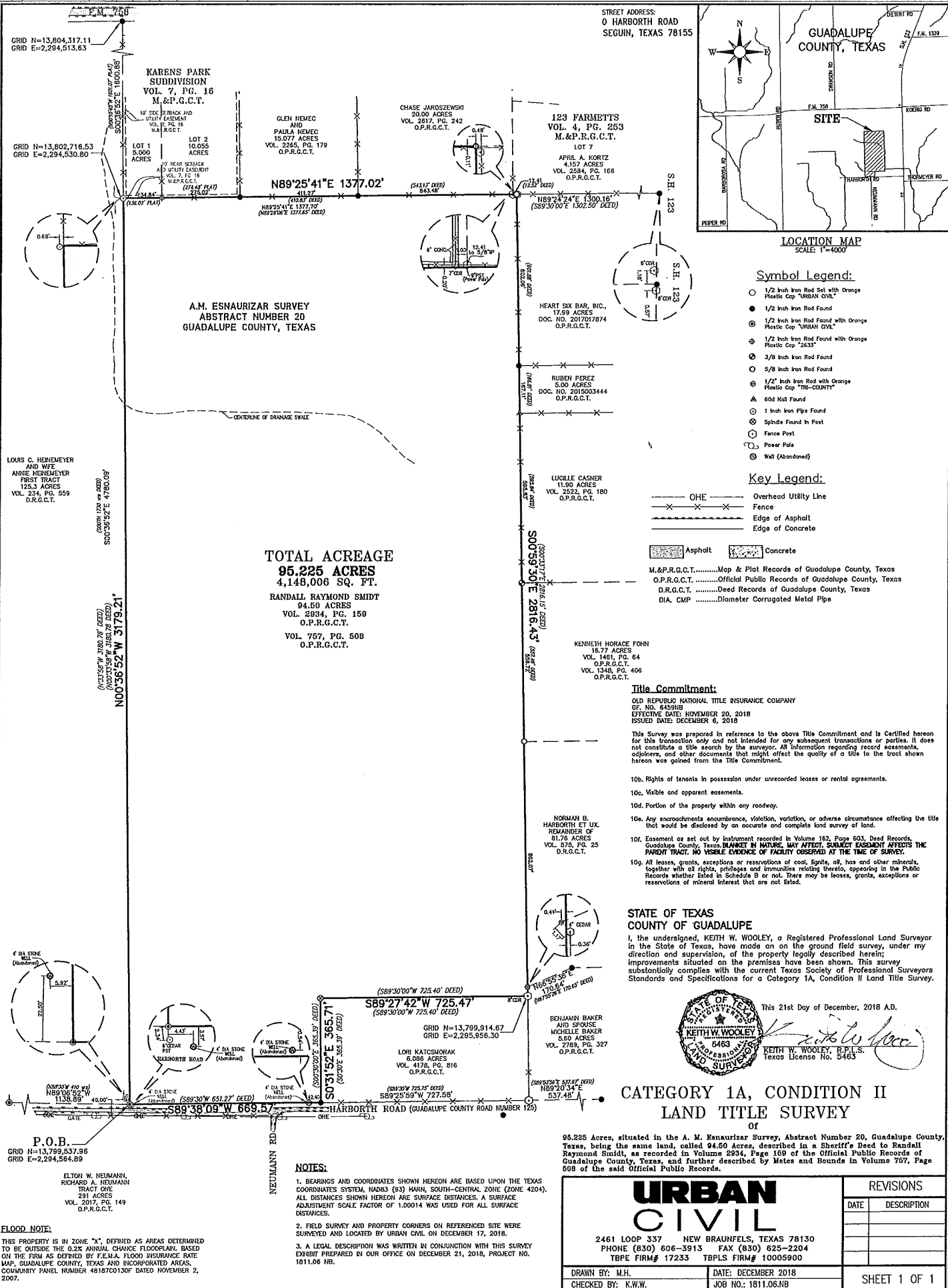
Also reference accompanying Survey Map of tract described herein.



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17.760 Acres

State of Texas
County of Guadalupe

Fieldnotes, for 17.760 Acres, situated in the A. M. Esnaurizar Survey, Abstract Number 20 and the William J. Ragsdale Survey Number 52, Abstract 268, Guadalupe County, Texas, being a portion of 24.12 Acres, described in a deed from Walter R. Tinney, Jr., Independent Executor of the Estate of Jean A. Tinney, to Paula T. Soukup, as recorded in Volume 877, Page 540 of the Official Public Records of Guadalupe County, Texas, said 17.760 Acres being more fully described by metes and bounds as follows;

Commencing, at a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Tri County" found, on the West Right-of-Way line of Texas State Highway 123, for the Northeast corner of Lot 2, Erxleben Subdivision, as recorded in Volume 6, Page 421 of the Map and Plat Records of Guadalupe County, Texas, the Southeast corner of the said 24.12 Acre tract, from Whence, a TXDOT Type I Concrete Monument found, bears South 01°18'27" East, 162.00 Feet;

Thence, South 89°36'04" West, departing the West Right-of-Way line of the said Texas State Highway 123, with the common line of the said Lot 2 and the said 24.12 Acre tract, 400.01 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, for the **Point of Beginning** and a Southeast corner of this tract;

Thence, South 89°36'04" West, continuing with the said Common line, at 376.74 Feet, pass, the Northeast corner of a 5.60 Acre tract, described in a deed from Judy Louise Isenhower and George G. Isenhower to Benjamin Baker and spouse, Michelle Baker, as recorded in Volume 2789, Page 327 of the said Official Public Records, the Northwest corner of the said Lot 2, a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Tri County" found, 0.52 Feet, Left of line, continue with the common line of the said 5.60 Acre tract and the said 24.12 Acre tract, in all 758.41 Feet, to a ½ Inch Iron Rod found, for a corner of the said 5.60 Acre tract, the said 24.12 Acre tract and this tract;

Thence, South 66°55'38" West, continuing with the said Common line, 170.19 Feet, to the East line of a 95.225 Acre tract, surveyed December 2018 and called 94.50 Acres in a Sheriff's Deed to Randall Raymond Smidt, as recorded in Volume 2934, Page 159 of the Official Public Records of Guadalupe County, Texas, and further described by Metes and Bounds in Volume 757, Page 508 of the said Official Public Records, for the Southwest corner of the said 24.12 Acre tract and this tract, from whence, a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Tri County" found, bears South 66°55'38" West, 0.43 Feet;

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Thence, North 0°59'30" West, with the East line of the said 94.50 Acre tract, the West line of the said 24.12 Acre tract, 861.92 Feet, to the Southwest corner of a 16.77 Acre tract, described in a deed from Veterans Land Board of the State of Texas to Kenneth Horace Fohn, as recorded in Volume 1461, Page 64 of the said Official Public Records, the Northwest corner of the said 24.12 acre tract and this tract;

Thence, North 89°30'11" East, with the common line of the said 16.77 Acre tract and the said 24.12 Acre tract, at 0.52 Feet, pass a 5/8 Inch Iron Rod found, on line, in all 911.72 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, for a Northeast corner of this tract, from whence, a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, on the West Right-of-Way line of the said Texas State Highway 123, for the Northeast corner of the said 24.12 Acre tract, bears North 89°30'11" East, 400.00 Feet;

Thence, South 01°18'27" East, 292.91 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, for an Inner Ell corner of this tract;

Thence, North 89°30'11" East, 400.00 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, on the West Right-of-Way line of the said Texas State Highway 123, the East line of the said 24.12 Acre tract, for a Northeast corner of this tract;

Thence, South 01°18'27" East, with the common line of the West Right-of-Way line of the said Texas State Highway 123 and the East line of the said 24.12 Acre tract, 100.01 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, for a Southeast corner of this tract;

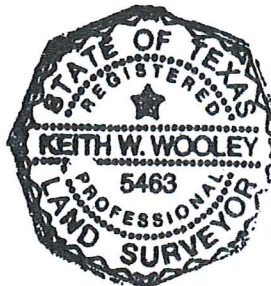
Thence, South 89°30'11" West, departing the West Right-of-Way line of the said Texas State Highway 123, 400.00 Feet, to a ½ Inch Iron Rod, with Orange Plastic Cap stamped "Urban Civil" set, for an Inner Ell corner of this tract;

Thence, South 01°18'27" East, 405.00 Feet, to the **Point of Beginning**, containing 17.760 Acres (773,625 Square Feet) of Land, more or less.

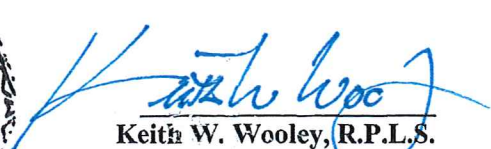
Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Survey Map of tract described herein.



URBAN CIVIL


Keith W. Wooley, R.P.L.S.
License No. 5463

Page 2 of 2

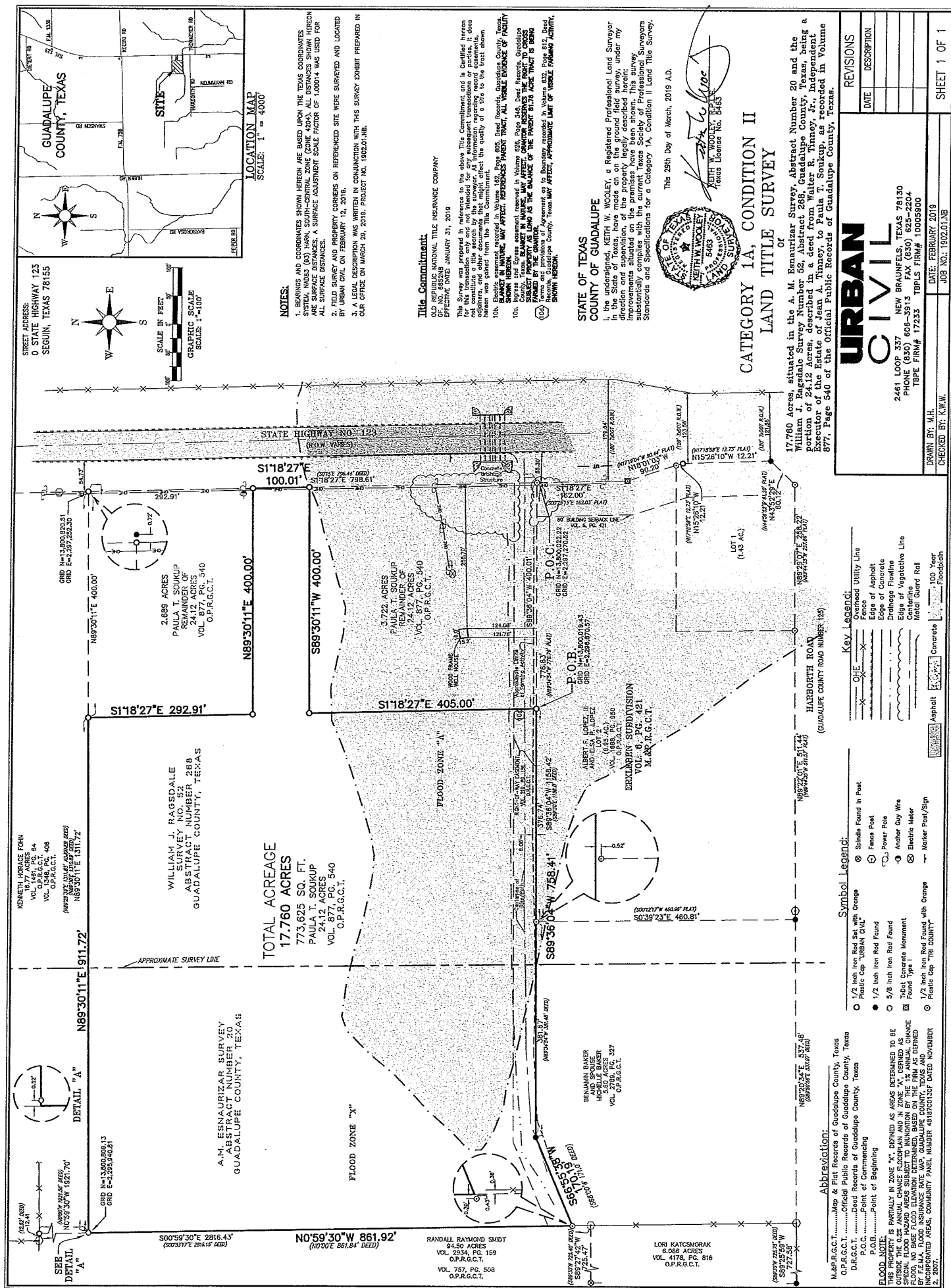
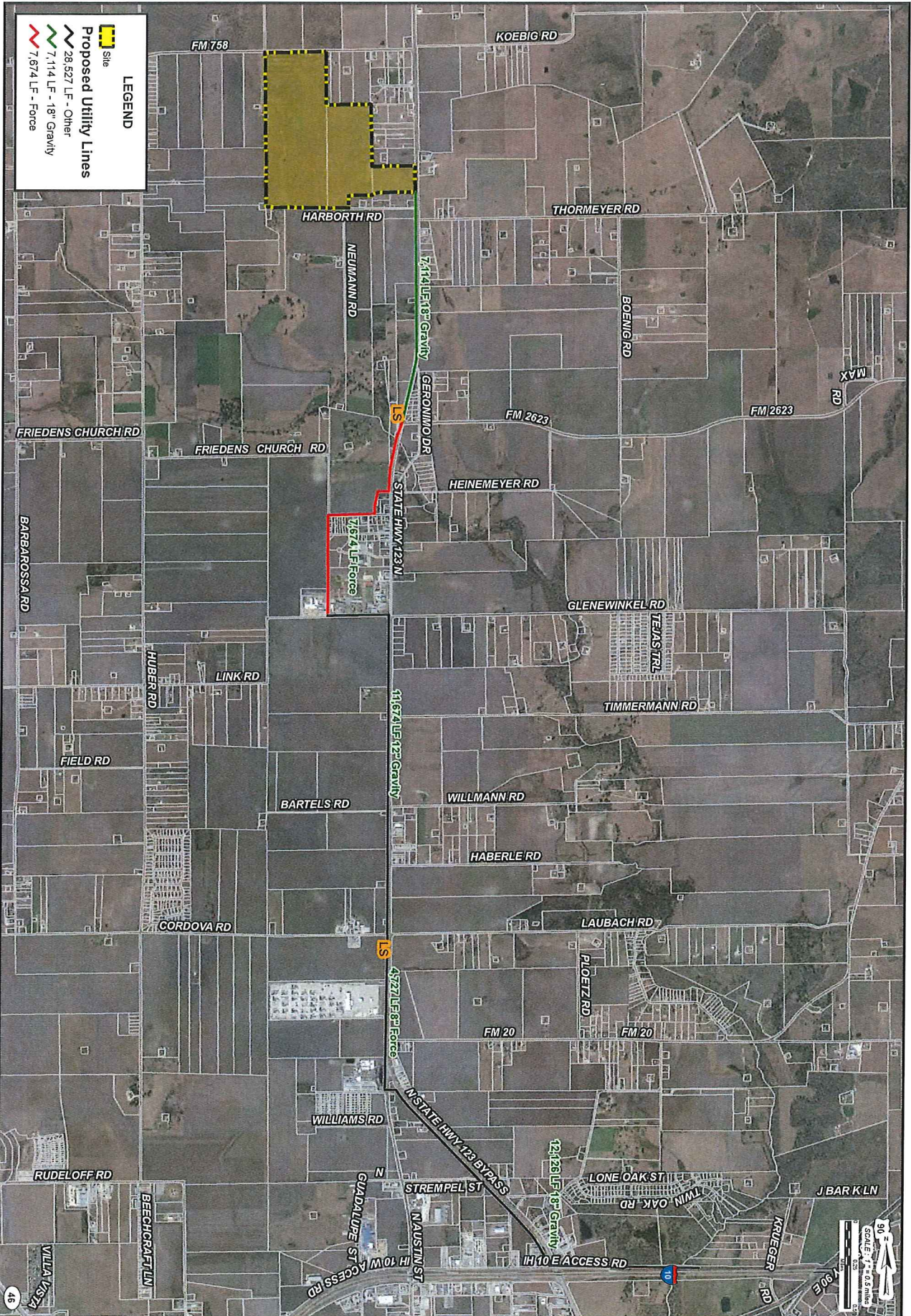


EXHIBIT 2

Sewer Improvements – North Leg




LEGEND


Site
 Proposed Utility Lines
 28,527 LF - Other
 7,114 LF - 18\" Gravity
 7,674 LF - Force

EXHIBIT 3


Sewer Improvements – Middle Leg

LEGEND

 Site

 Proposed Utility Lines

 38,588 LF - Other

 4,727 LF - Force

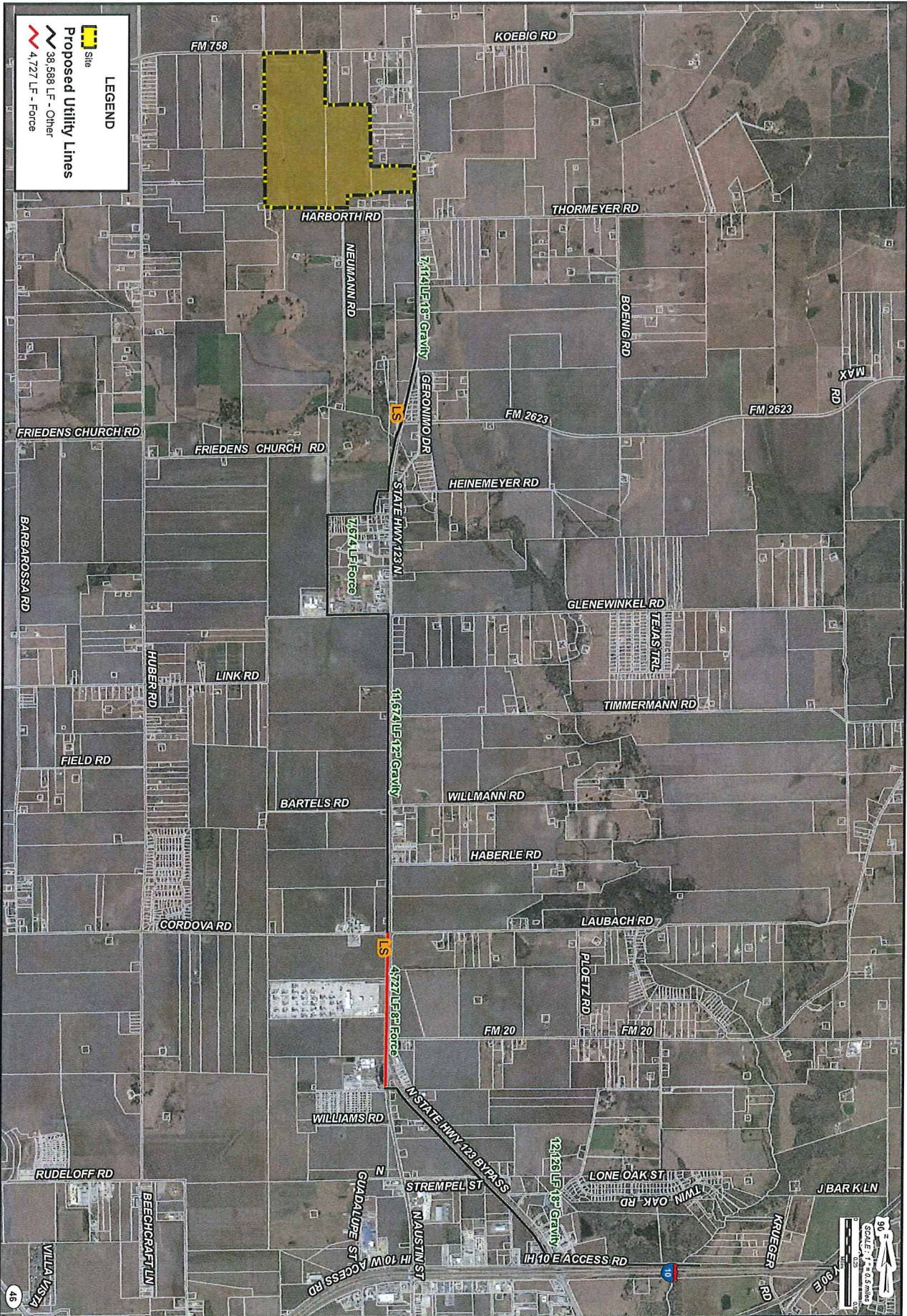


EXHIBIT 4

Sewer Improvements – South Leg

EXHIBIT 5

Project Cost – Pro Rata Share Schedule

CITY OF SEGUIN
PROBABLE CONSTRUCTION COST ESTIMATE
NAVARRO SUBDIVISION - OFFSITE SEWER

DESCRIPTION North Leg Offsite Gravity Sewer Line Developer Capacity - 7,114 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	12" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	7,115.00	\$50.00	\$355,750.00
2	Standard Manhole	EA	15.00	\$5,272.80	\$79,092.00
3	Extra Depth Manhole	VF	60.00	\$274.00	\$16,440.00
4	Tie to Existing Manhole	EA	1.00	\$5,000.00	\$5,000.00
5	Manhole Ring Encasement	EA	15.00	\$200.00	\$3,000.00
6	TV Video Sewer Line	LF	7,115.00	\$1.20	\$8,538.00
7	8" Force Main	LF	-	\$45.00	\$0.00
8	Pressure Testing	LF	-	\$1.00	\$0.00
9	Bends (5% of Pipe Cost)	EA			\$0.00
10	Joint Restraints (5% of Pipe Cost)	EA			\$0.00
11	8" Plug Valve	EA	-	\$2,000.00	\$0.00
12	2" Air Release Valve	EA	-	\$2,982.00	\$0.00
13	Trench Excavation Protection	LF	7,115.00	\$2.60	\$18,499.00
14	Mobilization	LS	1	10%	\$48,631.90
15	Insurance	LS	1	2%	\$9,726.38
16	Contingency	LS	1	20%	\$97,263.80
17	ROW Preparation	LS	1	3.0%	\$14,589.57
18	Engineering	LS	1	8.5%	\$41,337.12
19	Surveying	LS	1	1.5%	\$7,294.79
				Total	\$705,162.55

DESCRIPTION North Leg Offsite Force Main Sewer Line Oversizing - 7,674 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	12" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	-	\$50.00	\$0.00
2	Standard Manhole	EA	-	\$5,272.80	\$0.00
3	Extra Depth Manhole	VF	-	\$274.00	\$0.00
4	Tie to Existing Manhole	EA	-	\$5,000.00	\$0.00
5	Manhole Ring Encasement	EA	-	\$200.00	\$0.00
6	TV Video Sewer Line	LF	-	\$1.20	\$0.00
7	8" Force Main	LF	7,674.00	\$45.00	\$345,330.00
8	Pressure Testing	LF	7,674.00	\$1.00	\$7,674.00
9	Bends (5% of Pipe Cost)	EA			\$17,266.50
10	Joint Restraints (5% of Pipe Cost)	EA			\$17,266.50
11	8" Plug Valve	EA	5.00	\$2,000.00	\$10,000.00
12	2" Air Release Valve	EA	5.00	\$2,982.00	\$14,910.00
13	Trench Excavation Protection	LF	7,674.00	\$2.60	\$19,952.40
14	Mobilization	LS	1	10%	\$43,239.94
15	Insurance	LS	1	2%	\$8,647.99
16	Contingency	LS	1	20%	\$86,479.88
17	ROW Preparation	LS	1	3.0%	\$12,971.98
18	Engineering	LS	1	8.5%	\$36,753.95
19	Surveying	LS	1	1.5%	\$6,485.99
				Total	\$626,979.13

DESCRIPTION North Leg Offsite Lift Station Developer Capacity

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Bonding Mobilization & Insurance (7%)	LS	7.00%	\$1,001,475.00	\$70,103.25
2	Silt Fence	LF	250.00	\$1.00	\$250.00
3	Revegetation	SY	150.00	\$4.00	\$600.00
4	Site Clearing	AC	0.30	\$2,500.00	\$750.00
5	Trench Excavation Protection	LS	1.00	\$10,000.00	\$10,000.00
6	12" DI Force Main Yard Piping	LF	100.00	\$150.00	\$15,000.00
7	18" PVC SDR 26 Gravity Main	LF	45.00	\$185.00	\$8,325.00
8	12" Plug Valve	EA	5.00	\$4,300.00	\$21,500.00
9	12" Check Valve	EA	4.00	\$4,500.00	\$18,000.00
10	6" Emergency By-Pass	EA	1.00	\$5,500.00	\$5,500.00
11	WW Manhole	EA	1.00	\$6,500.00	\$6,500.00
12	Combination Air/Vacuum Release Valve	EA	1.00	\$3,000.00	\$3,000.00
13	Duction Iron Fittings	TON	2.50	\$5,500.00	\$13,750.00
14	Submersible Pump	EA	3	\$70,000.00	\$210,000.00
15	14" Dia. Precast Wet Well - 31' Depth	LS	1	\$260,000.00	\$260,000.00
16	Concrete Equipment Pad	EA	2	\$8,500.00	\$17,000.00
17	Lift Station Appurtenances	LS	1	\$26,800.00	\$26,800.00
18	Pipe Bollard	EA	10	\$850.00	\$8,500.00
19	Asphalt Pavement	SY	250	\$65.00	\$16,250.00
20	Gravel Road	SY	300	\$35.00	\$10,500.00
21	Weed Protection amd Rock Around Site	LS	1	\$4,500.00	\$4,500.00
22	3/4" Water Service	LS	1	\$7,500.00	\$7,500.00
23	Security Fencing	LF	350	\$55.00	\$19,250.00
24	Material Testing	LS	1	\$5,000.00	\$5,000.00
25	Hydrostatic Testing	EA	1	\$2,500.00	\$2,500.00
26	Demostration Testing	EA	1	\$7,500.00	\$7,500.00
27	Electrical Shelter	EA	1	\$28,000.00	\$28,000.00
28	Electrical, Instrucmentation and Controls	LS	1	\$168,000.00	\$168,000.00
29	Emergency Diesel Pump	LS	1	\$82,000.00	\$82,000.00
30	Electrical Meter and Transformer	LS	1	\$25,000.00	\$25,000.00
31	Engineering	LS	1	\$99,000.00	\$99,000.00
32	10% Contingency	LS	10%	\$1,170,578.25	\$117,057.83
				Total	\$1,287,636.08

DESCRIPTION Middle Leg Offsite Force Main Sewer Line Developer Capacity - 4,727 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	12" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	-	\$50.00	\$0.00
2	Standard Manhole	EA	-	\$5,272.80	\$0.00
3	Extra Depth Manhole	VF	-	\$274.00	\$0.00
4	Tie to Existing Manhole	EA	-	\$5,000.00	\$0.00
5	Manhole Ring Encasement	EA	-	\$200.00	\$0.00
6	TV Video Sewer Line	LF	-	\$1.20	\$0.00
7	8" Force Main	LF	4,727.00	\$45.00	\$212,715.00
8	Pressure Testing	LF	4,727.00	\$1.00	\$4,727.00
9	Bends (5% of Pipe Cost)	EA			\$10,635.75
10	Joint Restraints (5% of Pipe Cost)	EA			\$10,635.75
11	8" Plug Valve	EA	4.00	\$2,000.00	\$8,000.00
12	2" Air Release Valve	EA	4.00	\$2,982.00	\$11,928.00
13	Trench Excavation Protection	LF	4,727.00	\$2.60	\$12,290.20
14	Mobilization	LS	1	10%	\$27,093.17
15	Insurance	LS	1	2%	\$5,418.63
16	Contingency	LS	1	20%	\$54,186.34
17	ROW Preparation	LS	1	3.0%	\$8,127.95
18	Engineering	LS	1	8.5%	\$23,029.19
19	Surveying	LS	1	1.5%	\$4,063.98
				Total	\$392,850.97

DESCRIPTION Laubach & SH 123 Lift Station Upgrade

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Bonding Mobilization & Insurance (7%)	LS	7.00%	\$565,460.00	\$39,582.20
2	Silt Fence	LF	150.00	\$1.00	\$150.00
3	Revegetation	SY	90.00	\$4.00	\$360.00
4	Site Clearing	AC	0.15	\$2,500.00	\$375.00
5	Trench Excavation Protection	LS	1.00	\$10,000.00	\$10,000.00
6	18" PVC SDR 26 Gravity Main	LF	45.00	\$185.00	\$8,325.00
7	WW Manhole	EA	1.00	\$6,500.00	\$6,500.00
8	Duction Iron Fittings	TON	2.50	\$5,500.00	\$13,750.00
9	Submersible Pump	EA	3	\$70,000.00	\$210,000.00
10	10" Dia. Precast Dry Well for Storgae	LS	1	\$180,000.00	\$180,000.00
11	Lift Station Appurtenances	LS	1	\$18,500.00	\$18,500.00
12	Weed Protection amd Rock Around Site	LS	1	\$4,500.00	\$4,500.00
13	Security Fencing	LF	100	\$55.00	\$5,500.00
14	Material Testing	LS	1	\$2,500.00	\$2,500.00
15	Hydrostatic Testing	EA	1	\$1,500.00	\$1,500.00
16	Demostration Testing	EA	1	\$3,500.00	\$3,500.00
17	Electrical, Instrucmentation and Controls	LS	1	\$85,000.00	\$85,000.00
18	Electrical Meter and Transformer Upgrades	LS	1	\$15,000.00	\$15,000.00
19	Engineering	LS	1	\$21,000.00	\$21,000.00
20	10% Contingency	LS	10%	\$626,042.20	\$62,604.22
				Total	\$688,646.42

DESCRIPTION South Leg Offsite Gravity Sewer Line Developer Capacity - 12,126 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	12" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	12,126.00	\$50.00	\$606,300.00
2	Standard Manhole	EA	20.00	\$5,272.80	\$105,456.00
3	Extra Depth Manhole	VF	80.00	\$274.00	\$21,920.00
4	Tie to Existing Manhole	EA	2.00	\$5,000.00	\$10,000.00
5	Manhole Ring Encasement	EA	20.00	\$200.00	\$4,000.00
6	TV Video Sewer Line	LF	12,126.00	\$1.20	\$14,551.20
7	8" Force Main	LF	-	\$45.00	\$0.00
8	Pressure Testing	LF	-	\$1.00	\$0.00
9	Bends (5% of Pipe Cost)	EA			\$0.00
10	Joint Restraints (5% of Pipe Cost)	EA			\$0.00
11	8" Plug Valve	EA	-	\$2,000.00	\$0.00
12	2" Air Release Valve	EA	-	\$2,982.00	\$0.00
13	Trench Excavation Protection	LF	12,126.00	\$2.60	\$31,527.60
14	Mobilization	LS	1	10%	\$79,375.48
15	Insurance	LS	1	2%	\$15,875.10
16	Contingency	LS	1	20%	\$158,750.96
17	ROW Preparation	LS	1	3.0%	\$23,812.64
18	Engineering	LS	1	8.5%	\$67,469.16
19	Surveying	LS	1	1.5%	\$11,906.32
Total					\$1,150,944.46
Total Cost of Offsite Sewer					\$4,852,219.60
Overall sewershed Capacity					3,057
Navarro Ranch Sewer Connections					1,450
Navarro Ranch Pro Rata Share					47.4%
Eligible Pro Rata Share Reimburement					\$2,550,708.83
Pro Rata Cost per Lot \$					1,587

EXHIBIT 6

Preliminary Cost Estimate

CITY OF SEGUIN
PROBABLE CONSTRUCTION COST ESTIMATE
NAVARRO SUBDIVISION - NORTH LEG GRAVITY

DESCRIPTION North Leg Offsite Gravity Sewer Line Developer Capacity - 7,114 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	12" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	7,115.00	\$50.00	\$355,750.00
2	Standard Manhole	EA	15.00	\$5,272.80	\$79,092.00
3	Extra Depth Manhole	VF	60.00	\$274.00	\$16,440.00
4	Tie to Existing Manhole	EA	1.00	\$5,000.00	\$5,000.00
5	Manhole Ring Encasement	EA	15.00	\$200.00	\$3,000.00
6	TV Video Sewer Line	LF	7,115.00	\$1.20	\$8,538.00
7	8" Force Main	LF	-	\$45.00	\$0.00
8	Pressure Testing	LF	-	\$1.00	\$0.00
9	Bends (5% of Pipe Cost)	EA			\$0.00
10	Joint Restraints (5% of Pipe Cost)	EA			\$0.00
11	8" Plug Valve	EA	-	\$2,000.00	\$0.00
12	2" Air Release Valve	EA	-	\$2,982.00	\$0.00
13	Trench Excavation Protection	LF	7,115.00	\$2.60	\$18,499.00
14	Mobilization	LS	1	10%	\$48,631.90
15	Insurance	LS	1	2%	\$9,726.38
16	Contingency	LS	1	20%	\$97,263.80
17	ROW Preparation	LS	1	3.0%	\$14,589.57
18	Engineering	LS	1	8.5%	\$41,337.12
19	Surveying	LS	1	1.5%	\$7,294.79
				Total	\$705,162.55

DESCRIPTION North Leg Offsite Gravity Sewer Line Oversizing - 7,114 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	18" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	7,115.00	\$125.00	\$889,375.00
2	Standard Manhole	EA	15.00	\$5,272.80	\$79,092.00
3	Extra Depth Manhole	VF	60.00	\$274.00	\$16,440.00
4	Tie to Existing Manhole	EA	1.00	\$5,000.00	\$5,000.00
5	Manhole Ring Encasement	EA	15.00	\$200.00	\$3,000.00
6	TV Video Sewer Line	LF	7,115.00	\$1.20	\$8,538.00
7	12" Force Main	LF	-	\$55.00	\$0.00
8	Pressure Testing	LF	-	\$1.00	\$0.00
9	Bends (5% of Pipe Cost)	EA			\$0.00
10	Joint Restraints (5% of Pipe Cost)	EA			\$0.00
11	12" Plug Valve	EA	-	\$4,300.00	\$0.00
12	2" Air Release Valve	EA	-	\$2,982.00	\$0.00
13	Trench Excavation Protection	LF	7,115.00	\$2.60	\$18,499.00
14	Mobilization	LS	1	10%	\$101,994.40
15	Insurance	LS	1	2%	\$20,398.88
16	Contingency	LS	1	20%	\$203,988.80
17	ROW Preparation	LS	1	3.0%	\$30,598.32
18	Engineering	LS	1	8.5%	\$86,695.24
19	Surveying	LS	1	1.5%	\$15,299.16
				Total	\$1,478,918.80

Total Cost of Oversizing \$773,756.25

CITY OF SEGUIN
PROBABLE CONSTRUCTION COST ESTIMATE
NAVARRO SUBDIVISION - NORTH LEG FORCE MAIN

DESCRIPTION North Leg Offsite Force Main Sewer Line Developer Capacity - 7,674 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	12" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	-	\$50.00	\$0.00
2	Standard Manhole	EA	-	\$5,272.80	\$0.00
3	Extra Depth Manhole	VF	-	\$274.00	\$0.00
4	Tie to Existing Manhole	EA	-	\$5,000.00	\$0.00
5	Manhole Ring Encasement	EA	-	\$200.00	\$0.00
6	TV Video Sewer Line	LF	-	\$1.20	\$0.00
7	8" Force Main	LF	7,674.00	\$45.00	\$345,330.00
8	Pressure Testing	LF	7,674.00	\$1.00	\$7,674.00
9	Bends (5% of Pipe Cost)	EA			\$17,266.50
10	Joint Restraints (5% of Pipe Cost)	EA			\$17,266.50
11	8" Plug Valve	EA	5.00	\$2,000.00	\$10,000.00
12	2" Air Release Valve	EA	5.00	\$2,982.00	\$14,910.00
13	Trench Excavation Protection	LF	7,674.00	\$2.60	\$19,952.40
14	Mobilization	LS	1	10%	\$43,239.94
15	Insurance	LS	1	2%	\$8,647.99
16	Contingency	LS	1	20%	\$86,479.88
17	ROW Preparation	LS	1	3.0%	\$12,971.98
18	Engineering	LS	1	8.5%	\$36,753.95
19	Surveying	LS	1	1.5%	\$6,485.99
Total					\$626,979.13

DESCRIPTION North Leg Offsite Force Main Sewer Line Oversizing - 7,674 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	18" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	-	\$125.00	\$0.00
2	Standard Manhole	EA	-	\$5,272.80	\$0.00
3	Extra Depth Manhole	VF	-	\$274.00	\$0.00
4	Tie to Existing Manhole	EA	-	\$5,000.00	\$0.00
5	Manhole Ring Encasement	EA	-	\$200.00	\$0.00
6	TV Video Sewer Line	LF	-	\$1.20	\$0.00
7	12" Force Main	LF	7,674.00	\$55.00	\$422,070.00
8	Pressure Testing	LF	7,674.00	\$1.00	\$7,674.00
9	Bends (5% of Pipe Cost)	EA			\$21,103.50
10	Joint Restraints (5% of Pipe Cost)	EA			\$21,103.50
11	12" Plug Valve	EA	5.00	\$4,300.00	\$21,500.00
12	2" Air Release Valve	EA	5.00	\$2,982.00	\$14,910.00
13	Trench Excavation Protection	LF	7,674.00	\$2.60	\$19,952.40
14	Mobilization	LS	1	10%	\$52,831.34
15	Insurance	LS	1	2%	\$10,566.27
16	Contingency	LS	1	20%	\$105,662.68
17	ROW Preparation	LS	1	3.0%	\$15,849.40
18	Engineering	LS	1	8.5%	\$44,906.64
19	Surveying	LS	1	1.5%	\$7,924.70
Total					\$766,054.43

Total Cost of Oversizing \$139,075.30

CITY OF SEGUIN
PROBABLE CONSTRUCTION COST ESTIMATE
NAVARRO SUBDIVISION - SOUTH LEG GRAVITY

DESCRIPTION South Leg Offsite Gravity Sewer Line Developer Capacity - 12,126 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	12" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	12,126.00	\$50.00	\$606,300.00
2	Standard Manhole	EA	20.00	\$5,272.80	\$105,456.00
3	Extra Depth Manhole	VF	80.00	\$274.00	\$21,920.00
4	Tie to Existing Manhole	EA	2.00	\$5,000.00	\$10,000.00
5	Manhole Ring Encasement	EA	20.00	\$200.00	\$4,000.00
6	TV Video Sewer Line	LF	12,126.00	\$1.20	\$14,551.20
7	8" Force Main	LF	-	\$45.00	\$0.00
8	Pressure Testing	LF	-	\$1.00	\$0.00
9	Bends (5% of Pipe Cost)	EA			\$0.00
10	Joint Restraints (5% of Pipe Cost)	EA			\$0.00
11	8" Plug Valve	EA	-	\$2,000.00	\$0.00
12	2" Air Release Valve	EA	-	\$2,982.00	\$0.00
13	Trench Excavation Protection	LF	12,126.00	\$2.60	\$31,527.60
14	Mobilization	LS	1	10%	\$79,375.48
15	Insurance	LS	1	2%	\$15,875.10
16	Contingency	LS	1	20%	\$158,750.96
17	ROW Preparation	LS	1	3.0%	\$23,812.64
18	Engineering	LS	1	8.5%	\$67,469.16
19	Surveying	LS	1	1.5%	\$11,906.32
Total					\$1,150,944.46

DESCRIPTION South Leg Offsite Gravity Sewer Line Oversizing - 12,126 LF

ITEM NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
1	18" SDR 26 Sanitary Sewer Pipe (Ave. 10')	LF	12,126.00	\$125.00	\$1,515,750.00
2	Standard Manhole	EA	20.00	\$5,272.80	\$105,456.00
3	Extra Depth Manhole	VF	80.00	\$274.00	\$21,920.00
4	Tie to Existing Manhole	EA	2.00	\$5,000.00	\$10,000.00
5	Manhole Ring Encasement	EA	20.00	\$200.00	\$4,000.00
6	TV Video Sewer Line	LF	12,126.00	\$1.20	\$14,551.20
7	12" Force Main	LF	-	\$55.00	\$0.00
8	Pressure Testing	LF	-	\$1.00	\$0.00
9	Bends (5% of Pipe Cost)	EA			\$0.00
10	Joint Restraints (5% of Pipe Cost)	EA			\$0.00
11	12" Plug Valve	EA	-	\$4,300.00	\$0.00
12	2" Air Release Valve	EA	-	\$2,982.00	\$0.00
13	Trench Excavation Protection	LF	12,126.00	\$2.60	\$31,527.60
14	Mobilization	LS	1	10%	\$170,320.48
15	Insurance	LS	1	2%	\$34,064.10
16	Contingency	LS	1	20%	\$340,640.96
17	ROW Preparation	LS	1	3.0%	\$51,096.14
18	Engineering	LS	1	8.5%	\$144,772.41
19	Surveying	LS	1	1.5%	\$25,548.07
Total					\$2,469,646.96

Total Cost of Oversizing \$1,318,702.50

EXHIBIT 7

Contractor Insurance Requirements

**1099 EMPLOYERS
WORKERS' COMPENSATION EXEMPTION FORM**

Lennar Corporation Insurance Requirements

The Certificate must:

- * Be an original document.
- * List all subsidiaries or DBA's covered by the certificate provided.
- * Provide at least 30 days notice of cancellation.
- * Include a modified cancellation clause. The wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" must be deleted from the certificate.
- * State "All Operations" of contractor or Subcontractor performed on behalf of Contractor shall be covered by such insurance.
- * Show complete insurance carrier names as listed in the A.M. Best Property & Casualty Guide.

V105

Coverage must be placed with a carrier rated not less than A-, VII by a A.M. Best & Co.

The Certificate of Insurance/Endorsements must be completed in their entirety and signed.
Binders are not acceptable.

Commercial General Liability (CGL)(occurrence form) coverage not less than

\$2,000,000 General Aggregate
\$2,000,000 Products and Completed Operations Aggregate
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence

- * Certificate must also reference Contractual Liability Coverage.
- * Include an attached Additional Insured Endorsement naming "Lennar Corporation, including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, as additional insureds."

Commercial Automobile Liability

(Any Auto or All Owned Autos, Hired and Non-Owned Autos or Scheduled Autos, Hired and Non-Owned Autos)

\$1,000,000 Combined Single Limit
Or
\$1,000,000 Bodily Injury per Accident
\$1,000,000 Bodily Injury per Person
\$1,000,000 Property Damage

Workers' Compensation:

Employers' Liability Coverage

\$1,000,000 Each Accident
\$1,000,000 Disease - Policy Limit
\$1,000,000 Disease - Each Employee

- * Include an attached Waiver of Subrogation Endorsement in favor of, and naming "Lennar Corporation, including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns."

Note: Please note that the above requirements are for certificate tracking purposes only and do not alter your insurance obligations under the agreement in any way.

If appropriate, please complete the following section and return this form to the address shown on the this notice.

Non - Florida Vendors:

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Workers' Compensation - My company has no employees and therefore does not carry Worker's Compensation.

Authorized Signature

Date

Printed Name

Title

Phone Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

Issue Date

PRODUCER

Insurance Agent/Broker
Address
Phone Fax

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE (A- VII or Higher Rating) NAIC#

INSURER A: Insurance Carrier Name as Listed on the Policy

1234

INSURED

Business Partner's Name and Address

INSURER B:

INSURER C:

COVERAGES

This Certificate is not intended to specify all endorsements, coverages, terms, conditions, and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	(GL Policy Number)	Example: 11/01/16	Example: 11/01/17	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	General Liability			FIRE DAMAGE (Any one fire)	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE				MEDICAL EXPENSE (Any one person)	
	GENERAL AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADVERTISING INJURY	\$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION				GENERAL AGGREGATE	\$2,000,000
					PRODUCTS/COMPLETED OPS AGG	\$2,000,000
	AUTOMOBILE LIABILITY	(Auto Policy Number)			COMBINED SINGLE LIMIT (Each Accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OR →	All Owned & Hired & Non-Owned Autos			BODILY INJURY (Per Person)	
	<input type="checkbox"/> ALL OWNED AUTOS	OR			BODILY INJURY (Per Accident)	
	<input type="checkbox"/> SCHEDULED AUTOS	Scheduled & Hired & Non-Owned Autos			PROPERTY DAMAGE (Per Accident)	
	<input type="checkbox"/> HIRED AUTOS	OR				
	<input type="checkbox"/> NON-OWNED AUTOS	If no company vehicles, only Hired & Non-Owned auto coverage is required.			EACH OCCURRENCE	
	EXCESS LIABILITY	Excess Liability can be used to make up the difference in limits for general liability, auto and employer's liability if they do not meet the required minimum.			AGGREGATE	
	<input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE					
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$ _____					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	(WC Policy Number)			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER _____	
		DWC Form (TEXAS ONLY)			EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EACH EMPLOYEE	\$1,000,000
	OTHER	Professional Liability (If Required by Contract)				Per Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Referencing additional insured status or waiver of subrogation status on the certificate Is Not Acceptable.**Additional Insured Endorsement Must Be Attached****Waiver of Subrogation Endorsement for Workers' Compensation Must Be Attached**

CERTIFICATE HOLDER

Lennar Corporation
Insurance Compliance
P.O. Box 100085 - LC
Duluth, GA 30096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Must be signed by an authorized representative

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 022467855

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Lessor Corporation, including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, as additional insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 1224569

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Lesser Corporation, including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, as additional insured.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

SCHEDULE

Name of Person or Organization:

Lennar Corporation, including its subsidiaries, partners, partnerships, affiliated companies, successors and assigns, are added as additional insured

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: See Certificate

Policy No.: **WC00001234**

Endorsement No.:

Insured:
ABC WindowsInsurance Company:
First Fidelity Insurance Company