

IMPACT FEE CREDIT AGREEMENT

This **IMPACT FEE CREDIT AGREEMENT** (the “Agreement”) is made and entered into effective as of the Effective Date (as defined below), by and among **THE CITY OF SANGER, TEXAS** (the “City”), a Texas home rule municipal corporation, **STC 2WG, LLC**, a Texas limited liability company (“STC 2WG”), and **STC DH, LLC**, a Texas limited liability company (“STC DH” and together with STC 2WG, the “Owner”) (the City and the Owner a “Party“, and collectively, the “Parties”).

RECITALS

WHEREAS, the Owner is the owner of approximately 119.86 acres in Denton County, Texas, as described by metes and bounds in Exhibit “A” (the “Property”) located within the corporate boundaries of the City. A map of the Property showing its location is attached hereto as Exhibit “B”; and

WHEREAS, the Owner has all or a portion of the Property under contract with Forestar (USA) Real Estate Group Inc., a Delaware corporation or its affiliates (“Forestar”), and the Parties intend for this Agreement to be assigned to Forestar upon the closing and transfer of the Property to Forestar such that Forestar will be considered “Owner” pursuant to this Agreement;

WHEREAS, the Owner desires to proceed with phased development of the Property for residential purposes consisting of approximately 416 single-family units as described or illustrated on the Development Plan, attached hereto as Exhibit “C”, including the construction and dedication of the on-site 80’ public right-of-way and roadway facilities generally located in the south west portion of the Property necessary for serving full development of the Property shown on Exhibit “D” (the “Capital Improvements”); and

WHEREAS, the City has adopted a Roadway Impact Fee pursuant to Texas Local Government Code Chapter 395, codified in City Code Chapter 10, Article 10.200, et seq., as amended, under which roadway impact fees are imposed on new development for impacts to the City’s roadway facilities as a result of said development; and

WHEREAS, roadway impact fees are collected and must be spent by the City on impact fee eligible roadway facilities identified within the City’s adopted Roadway Impact Fee Capital Improvements Plan or facilities that are on or qualify for inclusion on the City’s Thoroughfare Plan pursuant to Ordinance No. 08-15-16, as amended (the “Roadway CIP”); and

WHEREAS, the City has determined the maximum roadway impact fees to be assessed against new single family development to be as set forth in Ordinance No. 08-15-16, as amended; and

WHEREAS, the roadway Capital Improvements depicted on Exhibit “D” are identified

as impact fee eligible within the City's adopted Roadway CIP and therefore eligible for impact fee credit; and

WHEREAS, Owner has agreed to dedicate the right-of-way and/or construct the roadway Capital Improvements shown on **Exhibit "D"** for which credits against roadway impact fees shall be granted; and

WHEREAS, the Owner has received Preliminary Plat approval for Stephen's Town Crossing, PP-XX-XXX, on MM/DD/YYYY; and

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner hereby covenant and agree as follows:

1) **Recitals**. The recitals contained in this Agreement are true and correct as of the Effective Date, incorporated herein, and form the basis upon which the Parties negotiated and entered into this Agreement.

2) **Roadway Capital Improvements**. Concurrently with the phased development of the Property and pursuant to the Roadway CIP, Owner will dedicate the rights-of-way for and construct the roadway facilities identified in **Exhibit "D"**. The Owner shall not be required to construct any other roadway facilities which may be identified in any existing or future Roadway CIP or traffic impact analysis.

3) **Impact Fee Credits**.

(a) The Owner shall be entitled to impact fee credits up to the full amount of the cost to design and construct the Capital Improvements, including costs of the acquisition of the Required Easements (hereinafter defined), professional costs of attorneys', surveyors, and engineers in acquiring the Required Easements, and costs of permitting and inspecting the Capital Improvements. The Parties agree that the estimated value of the impact fee credits for each Capital Improvement, expressed in current dollars, shall be as set forth in **Exhibit "E"**. The final value of the impact fee credits shall be established and applied pursuant to Section 5 below.

(b) Unused impact fee credits shall not be transferable to any other tract or parcel of land and cannot be applied to other fees, converted to cash, or used on other tracts; however, impact fee credits shall be subject to any reimbursements allowed by then existing ordinances after completion of development on the Property as impact fee funds may be available for that purpose.

(c) Upon the exhaustion of the impact fee credits by Owner on the Property, any additional development on the Property (such as the creation of additional lots) shall pay then existing roadway impact fees or receive credits for

construction of additional capital improvements under then existing ordinances.

If the costs of constructing a Capital Improvement in accordance with the current city policies and regulations are greater than the amount of the impact fee collection rate due, the amount of the credit due shall be deemed to be 100% of the assessed impact fees and no impact fee shall be collected thereafter for the development.

(d) The impact fee credit authorized by this Agreement shall expire on September 30 in the tenth (10th) year following the date the Capital Improvement is complete and formally accepted by the City.

4) Phasing. The Parties acknowledge that, where it is anticipated that the project will be developed in phases, the anticipated construction of Capital Improvements by phase shall be as depicted in Exhibit "D", which is attached hereto and incorporated herein by reference.

5) Allocation of Credits by Phase. The general allocation of credits to each phase of the development shall be as shown on Exhibit "F", which is attached hereto and incorporated herein by reference. The Parties agree that the credits identified in this Agreement shall not be deemed to have been created until the Capital Improvement for which impact fee credit is to be granted has been dedicated and accepted (in the case of right-of-way) or constructed and final acceptance by the City has been obtained. The Parties further agree that, prior to the application of an impact fee credit against impact fees otherwise due for any unit of development; the following events shall take place:

(a) The number of credits resulting from such Capital Improvement has been valued; and

(b) Concurrent with final plat approval, an impact fee credit allocation shall be provided by the developer for the phase of development to which the impact fee credit is to be applied, which allocation shall create a credit- pool to be utilized by any lot within the preliminary plat boundary of the development on a first-come, first-served basis as shown on Exhibit "F".

6) Property Acquisition.

(a) In order to construct the Capital Improvements, certain easements or rights of way may be required throughout the course of the construction of the Capital Improvements (collectively referred to herein as the "Required Easements"). The Owner and City will work cooperatively to acquire the Required Easements from necessary landowners.

(b) The Owner will engage, and pay (subject to impact fee credits), such engineers and surveyors as are necessary to determine the exact route and size, and to obtain legal descriptions, necessary for the Required Easements. The location and legal descriptions for the Required Easements shall be as approved by the City.

(c) The Required Easements shall be public easements obtained for the City.

(d) The initial cost of acquiring the Required Easements, subject to impact fee credit, and whether such Required Easements are acquired voluntarily or through condemnation, shall be at the expense of the Owner. In the event the City is required to pay directly to a landowner, then the Owner will reimburse the City within 10 working days after notice thereof. Alternatively, the City may require funds be paid by the Owner into escrow in advance, to be utilized for such payment.

(e) However, if Owner is unable to acquire any one or more rights-of-way or easements for the Capital Improvements, upon request by Owner, the City shall use its power of eminent domain, if necessary, to acquire such rights-of-way or easements as may be necessary for the construction of the Capital Improvements. The reasonable costs and expenses of the City obtaining any rights-of-way and easements required only for the Capital Improvements shall be paid by Owner, subject to impact fee credits as provided herein.

7) Termination. This Agreement may be terminated only upon the written agreement of both Owner and the City.

8) Effective Date. The effective date of this Agreement shall be the date on which this Agreement is executed by Owner and approved by the City Council of the City (the "Effective Date").

9) Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City of Sanger
Attn: City Manager
502 Elm Street
P.O. Box 1729
Sanger, Texas 76266

OWNER

STC 2WG, LLC;
STC DH, LLC
Attn: Jon Anderson
4323 Gloster Rd.
Dallas, TX 75220

with copy to:

with a copy to:

Winstead PC
Attn: Ross Martin
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

10) Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner and any Assignee have the right (from time to time) to assign this Agreement to a non-affiliate, non-related entity, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to any person or entity (an "Assignee") with City consent, which consent the City shall not unreasonably withhold. The Owner and any Assignee have the right (from time to time) to assign this Agreement to Forestar or to an affiliate or related entity of Owner, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement without City consent, but with notice to the City. The Owner shall maintain written records of all assignments made by the Owner to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property. In no event may this Agreement be construed to authorize assignment of any impact fee credits attributable to a Capital Improvement to be dedicated or constructed hereunder for use outside the boundaries of the Property.

11) Amendment. This Agreement shall not be modified or amended except as follows:

(a) Any amendment or modification to this Agreement or any Exhibit or schedule hereto shall be in writing and signed by the Parties.

(b) Any revision, amendment, or modification to this Agreement, the Development Plan, or any Exhibit or schedule thereto, shall become effective on the date executed by the Parties or, as applicable, upon the date of approval by the City Council of the City or designated city official.

12) 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 thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in

this Agreement). 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. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

13) Anti-Boycott Verification. Each Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, to the extent Section 2271.002, Texas Government Code does not contravene federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Each Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 13 shall survive termination of the Agreement until the statute of limitations has run.

14) Verification under Chapter 2252, Texas Government Code. Each Owner hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes each Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Each Owner understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 14 shall survive termination of the Agreement until the statute of limitations has run.

15) No Discrimination Against Fossil-Fuel Companies. Each Owner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Each Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the

representations and covenants contained in this Section 15 shall survive termination of the Agreement until the statute of limitations has run.

16) No Discrimination Against Firearm Entities and Firearm Trade Associations. Each Owner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

(1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and

(2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Each Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16 shall survive termination of the Agreement until the statute of limitations has run.

15) Exhibits. The exhibits attached to this Agreement are incorporated as part of this Agreement for all purposes as if set forth in full in the body of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

[remainder of page left blank intentionally; signature pages follow]

CITY OF SANGER

By: _____
City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned notary public, on the _____ day of _____, 2024, personally appeared _____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Sanger, Texas.

Notary Public, State of Texas

(SEAL)

OWNER

STC 2WG, LLC

a Texas limited liability company

By: Creative Destination Development, LLC,
a Texas limited liability company
Its Manager

By: _____
Jon Anderson, Manager

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Jon Anderson, Manager of Creative Destination Development, LLC, a Texas limited liability company, Manager of STC 2WG, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

STC DH, LLC

a Texas limited liability company

By: Creative Destination Development, LLC,
a Texas limited liability company
Its Manager

By: _____
Jon Anderson, Manager

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Jon Anderson, Manager of Creative Destination Development, LLC, a Texas limited liability company, Manager of STC 2WG, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

EXHIBIT LIST

- “A” Description of the Property
- “B” Map of Property
- “C” Development Plan
- “D” Capital Improvements
- “E” Credits Against Impact Fees
- “F” Allocation of Credits

EXHIBIT A DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION (TRACT 1 – 24.997 ACRES)

BEING a parcel of land located in the City of Sanger, Denton County, Texas, a part of the Reuben Bebee Survey, Abstract Number 29, being all of that called 25.00 acre tract of land described in deed to STC DH, LLC, as recorded in Instrument No. 2021–6530, Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one–half inch iron rod with yellow cap stamped “JBI” set at the northeast corner of said 25.00 acre tract, said point being in the east line of that called 94.86 acre tract of land described in deed to STC 2WG, LLC as recorded in Instrument No. 2020–189627, Official Public Records of Denton County, Texas, said point also being in the west line of that called 5.19 acre tract of land described in deed to Sanger Circle Homeowners Association as recorded in Instrument No. 2022–125390, Official Public Records of Denton County, Texas, from which said point bears North 26 degrees 22 minutes 48 seconds East, 168.56 feet to a one–half inch iron rod with cap stamped “J.COWAN” found at the easterly most northeast corner of said 94.86 acre tract;

THENCE along the east line of said 25.00 acre tract and the west line of said 5.19 acre tract as follows:

Southwesterly 190.96 feet along a curve to the left having a central angle of 05 degrees 59 minutes 42 seconds, a radius of 1,825.00 feet, a tangent of 95.57 feet, and whose chord bears South 15 degrees 55 minutes 44 seconds West, 190.87 feet to a one–half inch iron rod with yellow cap stamped “JBI” set for corner;

South 12 degrees 56 minutes 39 seconds West, 206.00 feet to a one–half inch iron rod with cap stamped “EAGLE SURVEYING” found for corner;

Southwesterly 166.85 feet along a curve to the right having a central angle of 08 degrees 08 minutes 10 seconds, a radius of 1,175.00 feet, a tangent of 83.57 feet, and whose chord bears South 17 degrees 03 minutes 49 seconds West, 166.71 feet to a one–half inch iron rod with cap stamped “EAGLE SURVEYING” found for corner;

THENCE South 21 degrees 02 minutes 43 seconds West, 782.91 feet to a three–eighths inch iron rod found at the southeast corner of said 25.00 acre tract, said point being in the east line of said 94.86 acre tract;

THENCE along the common lines of said 25.00 acre tract and said 94.86 acre tract as follows:

North 88 degrees 52 minutes 51 seconds West, 629.20 feet to a one–half inch iron rod found at the southwest corner of said 25.00 acre tract;

North 01 degrees 06 minutes 30 seconds East, 1,282.22 feet to a one–half inch iron rod found at the northwest corner of said 25.00 acre tract;

South 88 degrees 53 minutes 45 seconds East, 1,033.06 feet to the POINT OF BEGINNING, and containing 1,088,870 square feet or 24.997 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

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DATE
08/28/2024

DRAWN
MWH

PROJECT
FOR005



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

EXHIBIT A DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION (TRACT 2 – 95.136 ACRES)

BEING a parcel of land located in the City of Sanger, Denton County, Texas, a part of the Reuben Bebee Survey, Abstract Number 29, being all of that called 94.86 acre tract of land described in deed to STC 2WG, LLC as recorded in Instrument No. 2020–189627, Official Public Records of Denton County, Texas, and being all of that called 0.3194 acre tract of land described in deed to STC 2WG, LLC as recorded in Instrument No. 2023–1391, Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped “EAGLE SURVEYING” found at the southeast corner of said 94.86 acre tract, said point being the southwest corner of Sanger Circle, Phase 4, an addition to the City of Sanger as recorded in Instrument No. 2016–74, Official Public Records of Denton County, Texas, said point also being in the north line of that called 125.97 acre tract of land described in deed to Georgian Bay Funding, LLC as recorded in Instrument No. 2022–157980, Official Public Records of Denton County, Texas;

THENCE North 88 degrees 54 minutes 03 seconds West, 1,743.28 feet to a one-half inch iron rod with yellow cap stamped “JBI” set at the southwest corner of said 94.86 acre tract, said point being the northwest corner of said 125.97 acre tract, said point also being in the east right-of-way line of Gulf, Colorado and Sante Fe Railroad (a 100 foot wide railroad right-of-way);

THENCE North 03 degrees 27 minutes 48 seconds West, 2,551.21 feet to a one-half inch iron rod with yellow cap stamped “JBI” set at the northwest corner of said 94.86 acre tract, said point being the southwest corner of that called 25.35 acre tract of land described in deed to the City of Sanger as recorded in Volume 1125, Page 943, Official Public Records of Denton County, Texas, said point also being in the east right-of-way line of said Gulf, Colorado and Sante Fe Railroad;

THENCE South 88 degrees 46 minutes 26 seconds East, 959.51 feet along the north line of said 94.86 acre tract to a one-half inch iron rod with yellow cap stamped “JBI” set for corner, said point being the southeast corner of said 25.35 acre tract, said point also being in the west line of Sanger Circle, Phase 6B, an addition to the City of Sanger as recorded in Instrument No. 2022–196, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 94.86 acre tract, and said Sanger Circle, Phase 6B as follows:

South 00 degrees 35 minutes 30 seconds East, 10.56 feet to a one-half inch iron rod with cap stamped “EAGLE SURVEYING” found for corner;

North 89 degrees 48 minutes 06 seconds East, 184.61 feet to an “X” found for corner;

South 44 degrees 45 minutes 52 seconds West, 21.34 feet to a one-half inch iron rod with cap stamped “STRAND” found for corner;

South 00 degrees 04 minutes 32 seconds East, 104.78 feet to a one-half inch iron rod with cap stamped “EAGLE SURVEYING” found for corner;

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TBPLS No. 10076000

EXHIBIT A
DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

(TRACT 2 – 95.136 ACRES) CONT.

South 89 degrees 56 minutes 24 seconds East, 455.22 feet to a one-half inch iron rod with cap stamped REAGLE SURVEYING found for corner;

Northeasterly 60.39 feet along a curve to the left, having a central angle of 03 degrees 49 minutes 24 seconds, a radius of 905.00 feet, a tangent of 30.21 feet, and whose chord bears North 87 degrees 53 minutes 52 seconds East, 60.38 feet to a one-half inch iron rod with cap stamped REAGLE SURVEYING found for corner;

North 86 degrees 09 minutes 57 seconds East, 322.04 feet to a 60D nail found for corner;

North 03 degrees 50 minutes 03 seconds West, 105.02 feet to a one-half inch iron rod with yellow cap stamped RJB set for corner;

North 48 degrees 50 minutes 03 seconds West, 21.18 feet to a one-half inch iron rod with cap stamped REAGLE SURVEYING found for corner;

North 86 degrees 09 minutes 57 seconds East, 185.61 feet to a one-half inch iron rod with cap stamped REAGLE SURVEYING found at the northerly most northeast corner of said 94.86 acre tract, said point also being the northwest corner of said Lot 1, Block A, Sanger Circle Amenity Center as recorded in Instrument No. 2022-343, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 94.86 acre tract and said Lot 1, Block A as follows:

South 03 degrees 50 minutes 22 seconds East, 181.41 feet to a one-half inch iron rod with cap stamped R.J. COWAN found for corner;

North 86 degrees 09 minutes 38 seconds East, 318.49 feet to a one-half inch iron rod with cap stamped R.J. COWAN found at the most easterly northeast corner of said 94.86 acre tract, said point being the southeast corner of said Lot 1, Block A, said point also being in the west line of that called 5.19 acre tract described in deed to Sanger Circle Homeowners Association, recorded as Instrument No. 2022-125390, Official Public Records of Denton County, Texas;

THENCE South 26 degrees 22 minutes 48 seconds West, 168.56 feet to a one-half inch iron rod with yellow cap stamped RJB set for corner in the east line of said 94.86 acre tract, said point being the northeast corner of that called 25.00 acre tract described in deed to STC DH, LLC as recorded in Instrument No. 2021-6530, Official Public Records of Denton County, Texas, said point also being in the west line of said 5.19 acre tract;

THENCE along the common lines of said 94.86 acre tract and said 25.00 acre tract as follows:

North 88 degrees 53 minutes 45 seconds West, 1,033.06 feet to a one-half inch iron rod found at the northwest corner of said 25.00 acre tract;

South 01 degrees 06 minutes 30 seconds West, 1,282.22 feet to a one-half inch iron rod found at the southwest corner of said 25.00 acre tract;

South 88 degrees 52 minutes 51 seconds East, 629.20 feet to a three-eighths inch iron rod found at the southeast corner of said 25.00 acre tract;

North 21 degrees 02 minutes 43 seconds East, 744.59 feet to a one-half inch iron rod with yellow cap stamped RJB set at the northwest corner of said 0.3194 acre tract, said point also being in the east line of said 25.00 acre tract;

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DATE
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PROJECT
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2121 Midway Road
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EXHIBIT A
DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

(TRACT 2 – 95.136 ACRES) CONT.

THENCE along the north line of said 0.3194 acre tract as follows:

South 70 degrees 56 minutes 34 seconds East, 63.87 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBIC$ set for corner;

Southeasterly 152.45 feet along a curve to the left having a central angle of 09 degrees 00 minutes 17 seconds, a radius of 970.00 feet, a tangent of 76.38 feet, and whose chord bears South 75 degrees 26 minutes 22 seconds East, 152.29 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBIC$ set in the west line of Sanger Trails Phase 1, an addition to the City of Sanger as recorded in Cabinet U, Page 77, Official Public Records of Denton County, Texas,

THENCE South 10 degrees 06 minutes 31 seconds West, 60.00 feet along the west line of Sanger Trails Phase 1 to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBIC$ set in the east line of said 94.86 acre tract;

THENCE Southeasterly, 16.75 feet along a curve to the left having a central angle of 00 degrees 55 minutes 55 seconds, a radius of 1,030.00 feet, a tangent of 8.38 feet, and whose chord bears South 80 degrees 24 minutes 17 seconds East, 16.75 feet to a one-half inch iron rod with cap stamped $\mathbb{R}KAZC$ found in the east line of said 94.86 acre tract, said point being in the west line of Sanger Trails Phase 1;

THENCE South 09 degrees 33 minutes 55 seconds West, 120.48 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBIC$ set at the southwest corner of said Sanger Trails Phase 1, said point being in the north line of said Sanger Circle, Phase 4;

THENCE along the common lines of said 94.86 acre tract, and said Sanger Circle, Phase 4 as follows:

North 88 degrees 35 minutes 12 seconds West, 121.84 feet to a one-half inch iron rod found for corner;

South 46 degrees 24 minutes 48 seconds West, 85.27 feet to a one-half inch iron rod with cap stamped $\mathbb{R}KAZC$ found for corner;

South 01 degrees 24 minutes 48 seconds West, 229.07 feet to a one-half inch iron rod with cap stamped $\mathbb{R}KAZC$ found for corner;

Southwesterly 112.92 feet along a curve to the right having a central angle of 27 degrees 31 minutes 55 seconds, a radius of 235.00 feet, a tangent of 57.57 feet, and whose chord bears South 15 degrees 10 minutes 48 seconds West, 111.84 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBIC$ set for corner;

South 28 degrees 56 minutes 48 seconds West, 178.94 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBIC$ set for corner;

Southwesterly 39.99 feet along a curve to the left having a central angle of 01 degrees 48 minutes 41 seconds, a radius of 1,265.00 feet, a tangent of 20.00 feet, and whose chord bears South 28 degrees 02 minutes 27 seconds west, 39.99 feet to a one-half inch iron rod found for corner;

North 64 degrees 24 minutes 34 seconds West, 42.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

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PROJECT
FOR005



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EXHIBIT A
DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

(TRACT 2 – 95.136 ACRES) CONT.

South 25 degrees 35 minutes 26 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\odot$ set for corner;

South 64 degrees 24 minutes 34 seconds East, 42.08 feet to a one-half inch iron rod with cap stamped $\mathbb{R}RPLS\ 5190\odot$ found for corner;

Southwesterly 465.33 feet along a curve to the left having a central angle of 21 degrees 04 minutes 35 seconds, a radius of 1,265.00 feet, a tangent of 235.32 feet, and whose chord bears South 14 degrees 19 minutes 57 seconds West, 462.71 feet to a one-half inch iron rod with cap stamped $\mathbb{R}RPLS\ 5190\odot$ found for corner;

Southwesterly 110.26 feet along a curve to the right having a central angle of 13 degrees 09 minutes 41 seconds, a radius of 480.00 feet, a tangent of 55.37 feet, and whose chord bears South 10 degrees 22 minutes 30 seconds west, 110.02 feet to a one-half inch iron rod with cap stamped $\mathbb{R}RPLS\ 5190\odot$ found for corner;

North 73 degrees 02 minutes 06 seconds West, 21.62 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\odot$ set for corner;

South 16 degrees 57 minutes 54 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\odot$ set for corner;

South 73 degrees 02 minutes 06 seconds East, 6.05 feet to a one-half inch iron rod with cap stamped $\mathbb{R}EAGLE\ SURVEYING\odot$ found for corner;

South 02 degrees 18 minutes 06 seconds West, 224.91 feet to the POINT OF BEGINNING, and containing 4,144,131 square feet or 95.136 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

PAGE
5 OF 5

DATE
08/28/2024

DRAWN
MWH

PROJECT
FOR005



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000

EXHIBIT B MAP OF PROPERTY



SCALE
N.T.S.

DATE
08/28/2024

DRAWN
CAW

PROJECT
FOR005



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 10076000



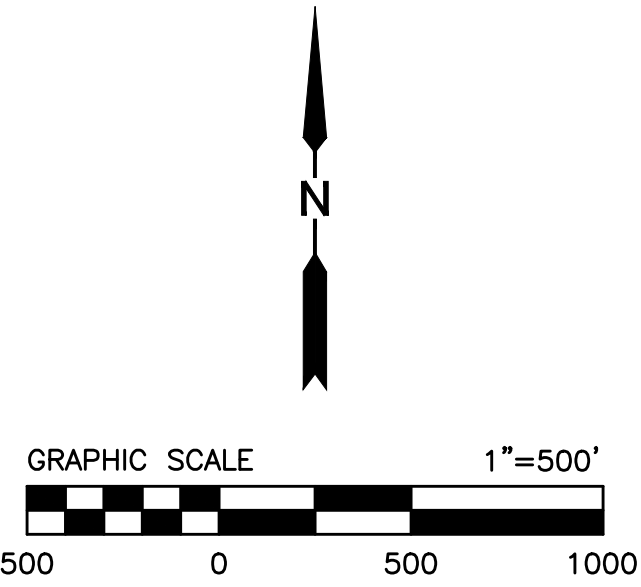
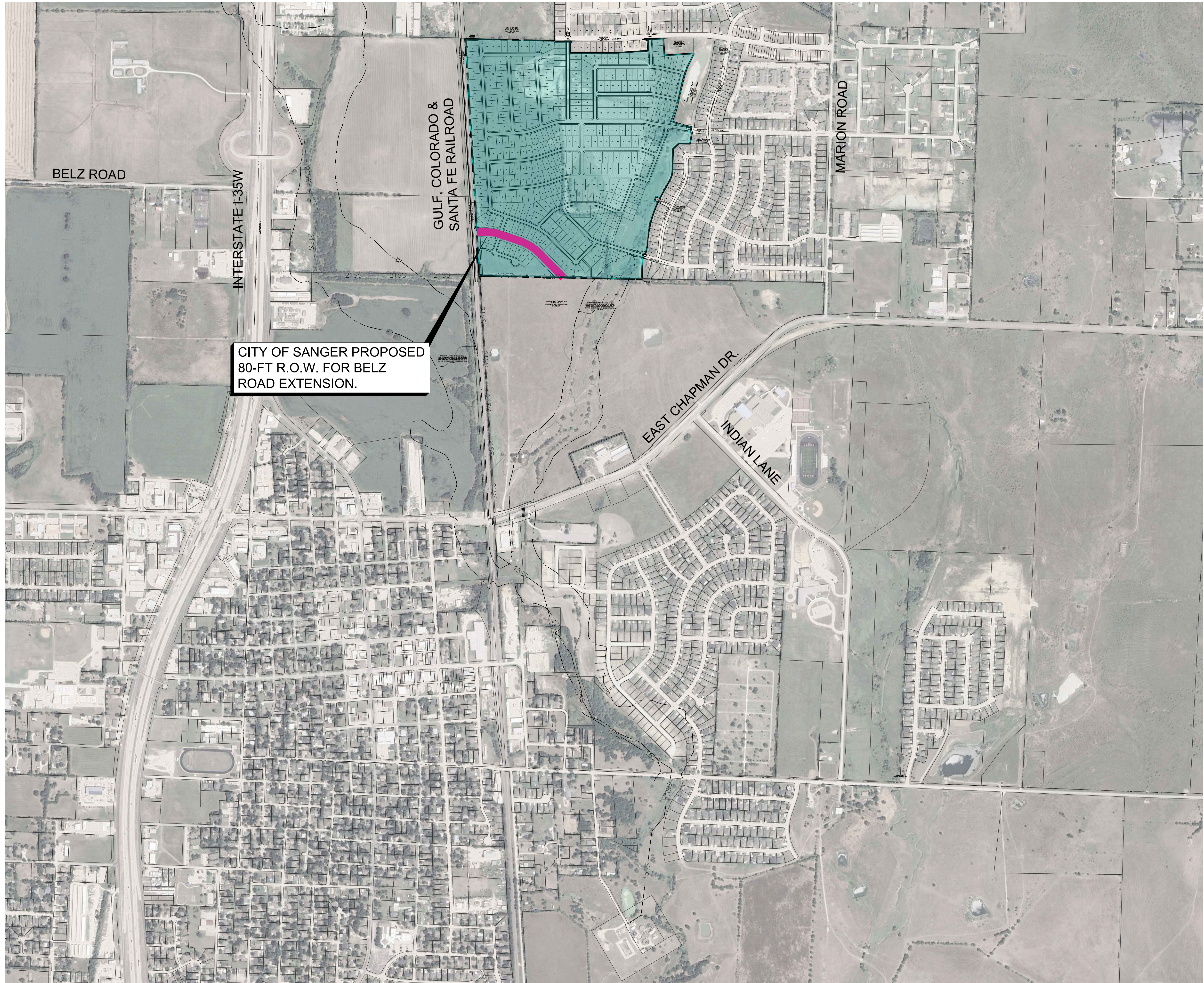
DATA SOURCES	
BOUNDARY:	
ON-THE-GROUND SURVEY (Digital)	
IMAGE OF SURVEY	
WEB BASED/PUBLIC INFORMATION	
ENCUMBRANCES:	
TITLE REPORT/SCHEDULE B	
WEB BASED/PUBLIC INFORMATION	
TOPOGRAPHY:	
ON-THE-GROUND SURVEY	
VARICAS AERIAL TOPOGRAPHY	
OTHER SOURCE (USGS, NCTCOG)	
100 YEAR FLOOD PLAIN:	
FLOOD STUDY	
FEIMA MAPS	
WEB BASED/PUBLIC INFORMATION	
JURISDICTIONAL WATERS:	
ON-THE-GROUND ANALYSIS	
WEB BASED/PUBLIC INFORMATION	

NEIGHBORHOOD DATA

LOT SIZE
(TYPICAL) LOTS
60' x 120' 427



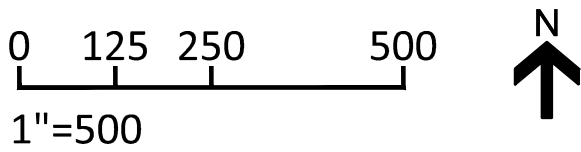
STEPHENS TOWN CROSSING



 STEPHENS TOWN CROSSING ADDITION

CREDIT ELIGIBLE ITEMS

 RIGHT-OF-WAY CONSTRUCTION & DEDICATION
(BELZ ROAD EXTENSION 80-FT R.O.W.)



STEPHENS TOWN CROSSING

EXHIBIT D

EXHIBIT E

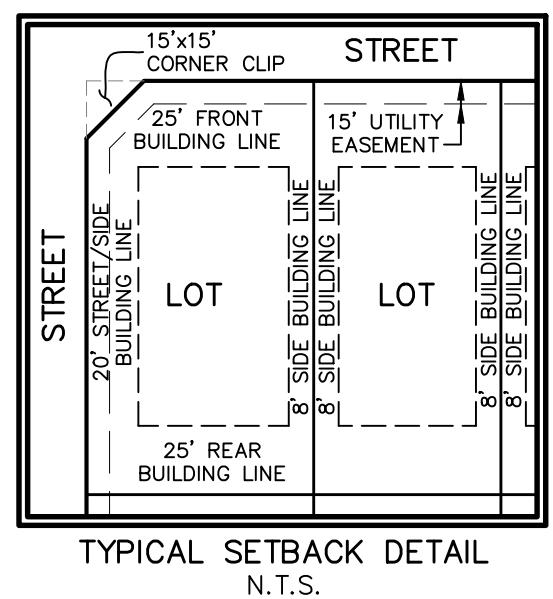
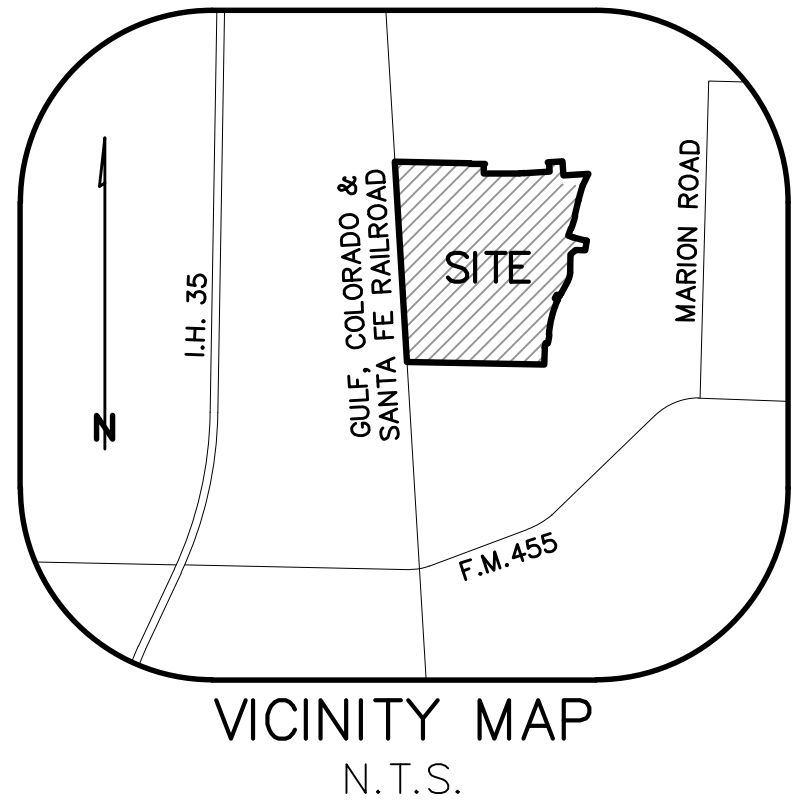
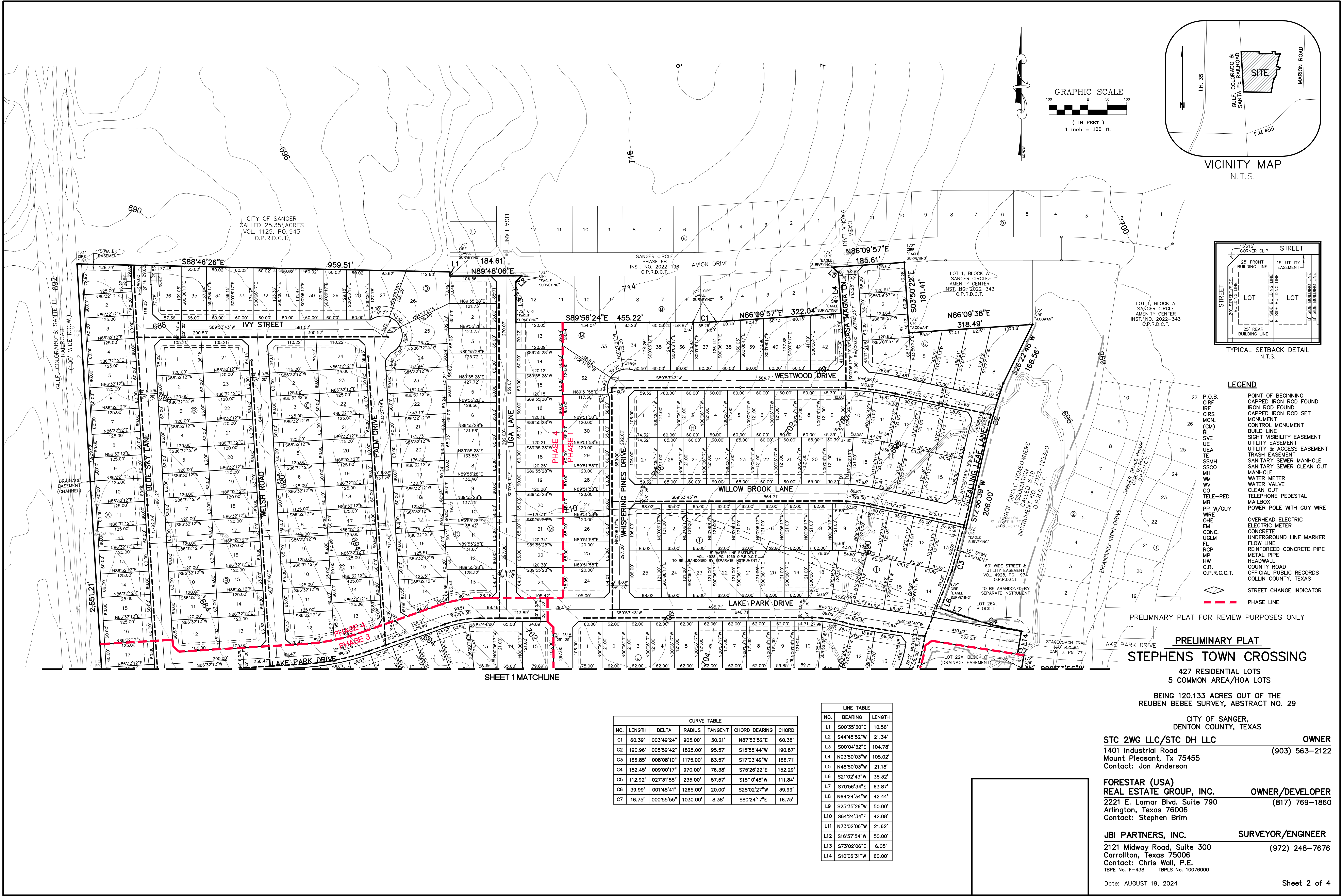
PRELIMINARY DEVELOPMENT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
STEPHENS TOWN CROSSING
SANGER, TEXAS
JBI PROJECT NO. FOR005
DATE: August 28, 2024



Phase 1
NUMBER OF LOTS (60' x 120') 427

I. ONSITE ROADWAY IMPROVEMENTS - BELZ ROAD

ITEM	DESCRIPTION	COST
A.	BELZ ROAD - 80-FT R.O.W. COST	\$808,223
B.	APPLIED CITY OF SANGER ROADWAY IMPACT FEE (\$1500/LOT)	\$640,500
TOTAL DEVELOPER COST REMAINING AFTER CREDITS		\$167,723



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - CRF CAPPED IRON ROD FOUND
 - IRF IRON ROD FOUND
 - CIRS CAPPED IRON ROD SET
 - MON MONUMENT
 - CON CONTROL MONUMENT
 - BL BUILD LINE
 - SVE SIGHT VISIBILITY EASEMENT
 - UE UTILITY EASEMENT
 - UEA UTILITY & ACCESS EASEMENT
 - TE TRASH EASEMENT
 - SSMH SANITARY SEWER MANHOLE
 - SSCO SANITARY SEWER CLEAN OUT
 - MH MANHOLE
 - WM WATER METER
 - WV WATER VALVE
 - CO CLEAN OUT
 - TELE-PED TELEPHONE PEDESTAL
 - MB MAILBOX
 - PP W/GUY POWER POLE WITH GUY WIRE
 - WIRE WIRE
 - OHE OVERHEAD ELECTRIC
 - EM ELECTRIC METER
 - CONC CONCRETE
 - UGLM UNDERGROUND LINE MARKER
 - FL FLOW LINE
 - RCP REINFORCED CONCRETE PIPE
 - HP METAL PIPE
 - MW HEADWALL
 - C.R. COUNTY ROAD
 - O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS
 - STREET CHANGE INDICATOR
 - PHASE LINE

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
STEPHENS TOWN CROSSING
427 RESIDENTIAL LOTS
5 COMMON AREA/HOA LOTS

BEING 120.133 ACRES OUT OF THE
REUBEN BEBEE SURVEY, ABSTRACT NO. 29

CITY OF SANGER,
DENTON COUNTY, TEXAS

STC 2WG LLC/STC DH LLC **OWNER**
1401 Industrial Road
Mount Pleasant, Tx 75455
(903) 563-2122
Contact: Jon Anderson

FORESTAR (USA) REAL ESTATE GROUP, INC. **OWNER/DEVELOPER**
2221 E. Lamar Blvd. Suite 790
Arlington, Texas 76006
(817) 769-1860
Contact: Stephen Brim

JB PARTNERS, INC. **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300
Carrollton, Texas 75006
(972) 248-7676
Contact: Chris Wall, P.E.
TBP No. F-438 TBP No. 10076000

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C1	60.39'	003°49'24"	905.00'	30.21'	N87°53'52"E
C2	190.96'	005°59'42"	1825.00'	95.57'	S15°55'44"W
C3	166.85'	008°08'10"	1175.00'	83.57'	S17°03'49"W
C4	152.45'	009°00'17"	970.00'	76.38'	S75°26'22"E
C5	112.92'	027°31'55"	235.00'	57.57'	S15°10'48"W
C6	39.99'	001°48'41"	1265.00'	20.00'	S28°02'27"W
C7	16.75'	000°55'55"	1030.00'	8.38'	S80°24'17"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°35'30"E	10.56'
L2	S44°45'52"W	21.34'
L3	S00°04'32"E	104.78'
L4	N03°50'03"W	105.02'
L5	N48°50'03"W	21.18'
L6	S21°02'43"W	38.32'
L7	S70°56'34"E	63.87'
L8	N64°24'34"W	42.44'
L9	S25°35'26"W	50.00'
L10	S64°24'34"E	42.08'
L11	N73°02'06"W	21.62'
L12	S16°57'54"W	50.00'
L13	S73°02'06"E	6.05'
L14	S10°06'31"W	60.00'

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES
A-1	9,300	0.214	B-14	7,560	0.174	D-14	10,067	0.231	G-4	11,114	0.255	I-17	8,541	0.196	K-14	7,865	0.181	M-14	7,206	0.165	N-32	8,669	0.199	P-1	10,247	0.235
A-2	7,500	0.172	B-15	7,560	0.174	D-15	7,531	0.173	G-5	8,868	0.204	I-18	8,467	0.194	K-15	9,555	0.219	M-15	7,208	0.165	N-33	12,206	0.280	P-2	7,992	0.183
A-3	7,500	0.172	B-16	7,560	0.174	D-16	7,531	0.173	G-6	8,984	0.206	I-19	7,502	0.172	K-16	8,962	0.206	M-16	7,210	0.166	N-34	14,400	0.331	P-3	7,260	0.167
A-4	7,500	0.172	B-17	7,560	0.174	D-17	7,531	0.173	G-7	10,037	0.230	I-20	7,502	0.172	K-17	7,865	0.181	M-17	7,813	0.179	N-35	7,800	0.179	P-4	7,260	0.167
A-5	7,500	0.172	B-18	7,560	0.174	D-18	7,693	0.177	G-8	14,590	0.335	I-21	7,502	0.172	K-18	8,122	0.186	M-18	7,214	0.166	N-36	7,800	0.179	P-5	7,260	0.167
A-6	7,500	0.172	B-19	7,560	0.174	D-19	8,017	0.184	H-1	8,880	0.204	I-22	7,502	0.172	K-19	8,088	0.186	M-19	7,216	0.166	N-37	10,088	0.232	P-6	7,260	0.167
A-7	7,500	0.172	B-20	7,560	0.174	D-20	8,341	0.191	H-2	7,260	0.167	I-23	7,865	0.181	K-20	7,260	0.167	M-20	7,819	0.179	N-38	9,475	0.218	P-7	7,286	0.167
A-8	7,500	0.172	B-21	7,560	0.174	D-21	8,666	0.199	H-3	7,260	0.167	I-24	7,865	0.181	K-21	7,260	0.167	M-21	7,821	0.180	N-39	9,046	0.208	P-8	9,419	0.216
A-9	7,500	0.172	B-22	7,560	0.174	D-22	8,990	0.206	H-4	7,260	0.167	I-25	9,932	0.228	K-22	7,575	0.174	M-22	7,823	0.180	N-40	8,533	0.196	P-9	9,572	0.220
A-10	7,500	0.172	B-23	7,560	0.174	D-23	9,314	0.214	H-5	7,260	0.167	I-26X	5,856	0.134	K-23	7,676	0.176	M-23	9,396	0.216	N-41	7,512	0.172	P-10	7,865	0.181
A-11	7,500	0.172	B-24	9,807	0.225	D-24	9,055	0.208	H-6	7,260	0.167	J-1	8,963	0.206	K-24	7,676	0.176	M-24	9,365	0.215	N-42	7,260	0.167	P-11	7,260	0.167
A-12	7,500	0.172	C-1	10,255	0.235	D-25	9,282	0.213	H-7	7,260	0.167	J-2	7,502	0.172	K-25	7,749	0.178	M-25	7,800	0.179	N-43	7,260	0.167	P-12	7,260	0.167
A-13	7,500	0.172	C-2	7,500	0.172	D-26	15,292	0.351	H-8	7,260	0.167	J-3	7,502	0.172	K-26	7,260	0.167	M-26	7,800	0.179	N-44	7,935	0.182	P-13	7,264	0.167
A-14	7,500	0.172	C-3	7,500	0.172	D-27	8,622	0.198	H-9	7,562	0.174	J-4	7,502	0.172	K-27	7,260	0.167	M-27	7,800	0.179	N-45	8,166	0.187	P-14	7,385	0.170
A-15	7,500	0.172	C-4	7,500	0.172	D-28	7,709	0.177	H-10	7,876	0.181	J-5	7,502	0.172	K-28	7,865	0.181	M-28	7,200	0.165	N-46	7,260	0.167	P-15	8,434	0.194
A-16	7,500	0.172	C-5	7,500	0.172	D-29	7,793	0.179	H-11	7,774	0.178	J-6	7,502	0.172	K-29	7,865	0.181	M-29	7,200	0.165	N-47	7,703	0.177	P-16	9,938	0.228
A-17	7,500	0.172	C-6	7,500	0.172	D-30	7,876	0.181	H-12	7,260	0.167	J-7	7,502	0.172	K-30	9,988	0.229	M-30	7,800	0.179	N-48	8,952	0.206	Q-1	8,848	0.203
A-18	7,500	0.172	C-7	7,500	0.172	D-31	7,960	0.183	H-13	7,260	0.167	J-8	7,502	0.172	L-1	8,778	0.202	M-31	7,790	0.179	N-49	10,367	0.238	Q-2	7,260	0.167
A-19	7,500	0.172	C-8	8,125	0.187	D-32	8,043	0.185	H-14	8,502	0.195	J-9	7,502	0.172	L-2	7,865	0.181	M-32	10,152	0.233	N-50	12,446	0.288	Q-3	7,387	0.170
A-20	7,500	0.172	C-9	8,125	0.187	D-33	8,127	0.187	H-15	9,993	0.229	J-10	8,118	0.186	L-3	7,865	0.181	M-33	15,218	0.349	N-51	11,272	0.259	Q-4	7,720	0.177
A-21	7,500	0.172	C-10	8,125	0.187	D-34	8,211	0.188	H-16	7,865	0.181	J-11	8,507	0.195	L-4	7,260	0.167	M-34	8,826	0.203	N-52	10,588	0.243	Q-5	7,720	0.177
A-22	7,500	0.172	C-11	8,125	0.187	D-35	8,989	0.206	H-17	7,415	0.170	J-12	8,416	0.193	L-5	7,260	0.167	M-35	7,450	0.171	N-53	11,068	0.254	Q-6	7,720	0.177
A-23	7,500	0.172	C-12	9,869	0.227	D-36	10,528	0.242	H-18	8,010	0.184	J-13	11,039	0.253	L-6	7,709	0.177	M-36	7,440	0.171	N-54	9,925	0.228	Q-7	7,720	0.177
A-24	7,500	0.172	C-13	10,148	0.233	F-1	8,963	0.206	H-19	7,719	0.177	J-14	9,325	0.214	L-7	7,586	0.174	M-37	7,482	0.172	N-55	8,781	0.202	Q-8	7,720	0.177
A-25	7,500	0.172	C-14	7,500	0.172	F-2	7,865	0.181	H-20	7,865	0.181	J-15	8,066	0.185	L-8	7,586	0.174	M-38	7,686	0.176	N-56	7,638	0.175	Q-9	8,583	0.197
A-26	7,500	0.172	C-15	7,500	0.172	F-3	7,260	0.167	H-21	7,260	0.167	J-16	8,675	0.199	L-9	7,586	0.174	M-39	7,921	0.182	N-57	13,096	0.301	Q-10	7,260	0.167
A-27	7,500	0.172	C-16	7,500	0.172	F-4	7,260	0.167	H-22	7,260	0.167	J-17	8,828	0.203	L-10	7,487	0.172	M-40	8,155	0.187	O-1	13,291	0.305	Q-11	7,260	0.167
A-28	7,500	0.172	C-17	7,500	0.172	F-5	7,260	0.167	H-23	7,865	0.181	J-18	7,260	0.167	L-11	7,260	0.167	M-41	8,390	0.193	O-2	7,260	0.167	Q-12	7,260	0.167
A-29	7,500	0.172	C-18	7,500	0.172	F-6	7,865	0.181	H-24	7,260	0.167	J-19	7,260	0.167	L-12	7,282	0.167	M-42	11,942	0.274	O-3	7,260	0.167	Q-13	7,311	0.168
A-30	7,472	0.172	C-19	7,500	0.172	F-7	7,865	0.181	H-25	7,260	0.167	J-20	7,260	0.167	L-13	9,107	0.209	N-13	9,720	0.223	O-4	10,536	0.242	Q-14	9,939	0.228
A-31	9,233	0.212	C-20	7,500	0.172	F-8	7,260	0.167	H-26	7,865	0.181	J-21	7,260	0.167	L-14	7,900	0.181	N-14	7,208	0.165	O-5	11,510	0.264	Q-15	10,654	0.245
A-32	11,007	0.253	C-21	7,500	0.172	F-9	7,760	0.178	H-27	8,880	0.204	J-22	7,260	0.167	L-15	8,962	0.206	N-15	7,529	0.173	O-10	10,275	0.236	Q-16	7,827	0.180
A-33	8,358	0.192	C-22	7,500	0.172	F-10	9,390	0.216	I-1	9,932	0.228	J-23	7,865	0.181	L-16	8,962	0.206	N-16	7,849	0.180	O-11	8,447	0.194	Q-17	7,500	0.172
A-34	8,640	0.198	C-23	7,500	0.172	F-11	10,855	0.249	I-2	7,865	0.181	J-24	7,865	0.181	L-17	8,340	0.191	N-17	8,170	0.188	O-12	8,739	0.201	Q-18	8,814	0.202
A-35X	32,280	0.741	C-24	9,338	0.214	F-12	8,566	0.197	I-3	7,865	0.181	J-25	9,980	0.229	L-18	8,290	0.190	N-18	8,921	0.205	O-13	8,996	0.207	Q-19	10,528	0.242
B-1	10,652	0.245	D-1	8,403	0.193	F-13	8,209	0.188	I-4	7,502	0.172	K-1	9,988	0.229	L-19	7,260	0.167	N-19	9,561	0.219	O-14	8,044	0.185	Q-20	7,200	0.165
B-2	7,560	0.174	D-2	7,977	0.183	F-14	7,811	0.179	I-5	7,502	0.172	K-2	7,865	0.181	L-20	7,415	0.170	N-20	8,866	0.204	O-15	6,966	0.160	Q-21	7,200	0.165
B-3	7,560	0.174	D-3	8,107	0.186	F-15	7,260	0.167	I-6	7,502	0.172	K-3	7,865	0.181	L-21	7,615	0.175	N-21	8,224	0.189	O-16	7,200	0.165	Q-22	7,200	0.165
B-4	7,560	0.174	D-4	8,237	0.189	F-16	7,260	0.167	I-7	7,502	0.172	K-4	7,260	0.167	L-22	7,615	0.175	N-22	7,833	0.180	O-17	7,200	0.165	Q-23X	150,136	3.447
B-5	7,560	0.174	D-5	7,719	0.177	F-17	7,260	0.167	I-8	7,502	0.172	K-5	7,260	0.167	L-23	7,615	0.175	N-23	7,610	0.175	O-18	7,200	0.165	R-1	10,454	0.240
B-6	7,560	0.174	D-6	8,487	0.195	F-18	7,260	0.167	I-9	8,483	0.195	K-6	7,786	0.179	L-24	7,615	0.175	N-24	7,260	0.167	O-19	7,200	0.165	R-2	8,197	0.188
B-7	7,560	0.174	D-7	8,616	0.198	F-19	7,260	0.167	I-10	7,822	0.180	K-7	7,700	0.177	L-25	7,739	0.178	N-25	8,474	0.195	O-20	7,201	0.165	R-3	10,294	0.236
B-8	7,560	0.174	D-8	8,069	0.185	F-20	7,260	0.167	I-11	7,865	0.181	K-8	7,700	0.177	L-26	7,260	0.167	N-26	8,428	0.193	O-21	8,889	0.204	R-4	7,895	0.181
B-9	7,560	0.174	D-9	8,179	0.188	F-21	7,260	0.167	I-12	7,865	0.181	K-9	7,260	0.167	L-27	7,260	0.167	N-27	7,260	0.167	O-22X	306,345	7.033	R-5	8,697	0.200
B-10	7,560	0.174	D-10	8,215	0.189	F-22	8,357	0.192	I-13	6,750	0.155	K-10	7,260	0.167	L-28	7,260	0.167	N-28	7,260	0.167	O-39	10,067	0.231	R-6	7,260	0.167
B-11	7,560	0.174	D-11	8,019	0.184	G-1	8,727	0.200	I-14	8,898	0.204	K-11	7,262	0.167	L-29	7,260	0.167	N-29	7,260	0.167	O-40	11,241	0.258	R-7	7,260	0.167
B-12	9,671	0.222	D-12	7,806	0.179	G-2	7,238	0.166	I-15	8,312	0.191	K-12														

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Sanger, Denton County, Texas, a part of the Reuben Bebee Survey, Abstract Number 29, being all of that called 120.133 acre tract of land described in deed to FORESTAR GROUP, INC, as recorded in Instrument No. _____ Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found at the southeast corner of said 120.133 acre tract, said point being the southwest corner of Sanger Circle, Phase 4, an addition to the City of Sanger as recorded in Instrument No. 2016-74, Official Public Records of Denton County, Texas, said point also being in the north line of that called 125.97 acre tract of land described in deed to Georgian Bay Funding, LLC as recorded in Instrument No. 2022-157980, Official Public Records of Denton County, Texas;

THENCE North 88 degrees 54 minutes 03 seconds West, 1,743.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the southwest corner of said 119.86 acre tract, said point being the northwest corner of said 125.97 acre tract, said point also being in the east right-of-way line of Gulf, Colorado and Sante Fe Railroad (a 100 foot wide railroad right-of-way);

THENCE North 03 degrees 27 minutes 48 seconds West, 2,551.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the northwest corner of said 120.133 acre tract, said point being the southwest corner of that called 25.35 acre tract of land described in deed to the City of Sanger as recorded in Volume 1125, Page 943, Official Public Records of Denton County, Texas, said point also being in the east right-of-way line of said Gulf, Colorado and Sante Fe Railroad;

THENCE South 88 degrees 46 minutes 26 seconds East, 959.51 feet along the north line of said 120.133 acre tract to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the southeast corner of said 25.35 acre tract, said point also being in the west line of Sanger Circle, Phase 6B, an addition to the City of Sanger as recorded in Instrument No. 2022-196, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 120.133 acre tract, and said Sanger Circle, Phase 6B as follows:
South 00 degrees 35 minutes 30 seconds East, 10.56 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
North 89 degrees 48 minutes 06 seconds East, 184.61 feet to an "X" found for corner;
South 44 degrees 45 minutes 52 seconds West, 21.34 feet to a one-half inch iron rod with cap stamped "STRAND" found for corner;
South 00 degrees 04 minutes 32 seconds East, 104.78 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
South 89 degrees 56 minutes 24 seconds East, 455.22 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
Northeasterly 60.39 feet along a curve to the left, having a central angle of 03 degrees 49 minutes 24 seconds, a radius of 905.00 feet, a tangent of 30.21 feet, and whose chord bears North 87 degrees 53 minutes 52 seconds East, 60.38 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
North 86 degrees 09 minutes 57 seconds East, 322.04 feet to a 60D nail found for corner;
North 03 degrees 50 minutes 03 seconds West, 105.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
North 48 degrees 50 minutes 03 seconds West, 21.18 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
North 86 degrees 09 minutes 57 seconds East, 185.61 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found at the northerly most northeast corner of said 120.133 acre tract, said point also being the northwest corner of said Lot 1, Block A, Sanger Circle Amenity Center as recorded in Instrument No. 2022-343, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 120.133 acre tract and said Lot 1, Block A as follows:
South 03 degrees 50 minutes 22 seconds East, 181.41 feet to a one-half inch iron rod with cap stamped "J. COWAN" found for corner;
North 86 degrees 09 minutes 38 seconds East, 318.49 feet to a one-half inch iron rod with cap stamped "J. COWAN" found at the most easterly northeast corner of said 120.133 acre tract, said point being the southeast corner of said Lot 1, Block A, said point also being in the west line of that called 5.19 acre tract described in deed to Sanger Circle Homeowners Association, recorded as Instrument No. 2022-125390, Official Public Records of Denton County, Texas;

THENCE along the east line of said 120.133 acre tract as follows:
South 26 degrees 22 minutes 48 seconds West, 168.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southwesterly 190.96 feet along a curve to the left having a central angle of 05 degrees 59 minutes 42 seconds, a radius of 1,825.00 feet, a tangent of 95.57 feet, and whose chord bears South 15 degrees 55 minutes 44 seconds West, 190.87 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 12 degrees 56 minutes 39 seconds West, 206.00 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
Southwesterly 166.85 feet along a curve to the right having a central angle of 08 degrees 08 minutes 10 seconds, a radius of 1,175.00 feet, a tangent of 83.57 feet, and whose chord bears South 17 degrees 03 minutes 49 seconds West, 166.71 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
South 21 degrees 02 minutes 43 seconds West, 38.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 70 degrees 56 minutes 34 seconds East, 63.87 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southeasterly 152.45 feet along a curve to the left having a central angle of 09 degrees 00 minutes 17 seconds, a radius of 970.00 feet, a tangent of 76.38 feet, and whose chord bears South 75 degrees 26 minutes 22 seconds East, 152.29 feet to a one-half inch iron rod with cap stamped "JBI" set in the west line of Sanger Trails Phase 1, an addition to the City of Sanger as recorded in Cabinet U, Page 77, Official Public Records of Denton County, Texas,
South 10 degrees 06 minutes 31 seconds West, 60.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southeasterly, 16.75 feet along a curve to the left, having a central angle of 00 degrees 55 minutes 55 seconds, a radius of 1,030.00 feet, a tangent of 8.38 feet, and whose chord bears South 80 degrees 24 minutes 17 seconds East, 16.75 feet to a one-half inch iron rod with yellow cap stamped "KAZ" found for corner;
South 09 degrees 33 minutes 55 seconds West, 120.48 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the southwest corner of said Sanger Trails Phase 1, said point being in the north line of said Sanger Circle, Phase 4;

THENCE along the common lines of said 120.133 acre tract, and said Sanger Circle, Phase 4 as follows:
North 88 degrees 35 minutes 12 seconds West, 121.84 feet to a one-half inch iron rod found for corner;
South 46 degrees 24 minutes 48 seconds West, 85.27 feet to a one-half inch iron rod with cap stamped "KAZ" found for corner;
South 01 degrees 24 minutes 48 seconds West, 229.07 feet to a one-half inch iron rod with cap stamped "KAZ" found for corner;
Southwesterly 112.92 feet along a curve to the right having a central angle of 27 degrees 31 minutes 55 seconds, a radius of 235.00 feet, a tangent of 57.57 feet, and whose chord bears South 15 degrees 10 minutes 48 seconds West, 111.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 28 degrees 56 minutes 48 seconds West, 178.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southwesterly 39.99 feet along a curve to the left having a central angle of 01 degrees 48 minutes 41 seconds, a radius of 1,265.00 feet, a tangent of 20.00 feet, and whose chord bears South 28 degrees 02 minutes 27 seconds west, 39.99 feet to a one-half inch iron rod found for corner;
North 64 degrees 24 minutes 34 seconds West, 42.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 25 degrees 35 minutes 26 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 64 degrees 24 minutes 34 seconds East, 42.08 feet to a one-half inch iron rod with cap stamped "RPLS 5190" found for corner;
Southwesterly 465.33 feet along a curve to the left having a central angle of 21 degrees 04 minutes 35 seconds, a radius of 1,265.00 feet, a tangent of 235.32 feet, and whose chord bears South 14 degrees 19 minutes 57 seconds West, 462.71 feet to a one-half inch iron rod with cap stamped "RPLS 5190" found for corner;
Southwesterly 110.26 feet along a curve to the right having a central angle of 13 degrees 09 minutes 41 seconds, a radius of 480.00 feet, a tangent of 55.37 feet, and whose chord bears South 10 degrees 22 minutes 30 seconds west, 110.02 feet to a one-half inch iron rod with cap stamped "RPLS 5190" found for corner;
North 73 degrees 02 minutes 06 seconds West, 21.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 16 degrees 57 minutes 54 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 73 degrees 02 minutes 06 seconds East, 6.05 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
South 02 degrees 18 minutes 06 seconds West, 224.91 feet to the POINT OF BEGINNING, and containing 5,233,001 square feet or 120.133 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

DEDICATION STATEMENT §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: THAT **FORESTAR (USA) REAL ESTATE GROUP, INC.** ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS **STEPHENS TOWN CROSSING**, AN ADDITION TO THE CITY OF SANGER, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER BY FEE SIMPLE TITLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, ALL STREETS, THOROUGHFARES, ALLEYS, FIRE LANES, DRIVE AISLES, PARKS, AND WATERCOURSES, AND TO THE PUBLIC USE FOREVER EASEMENTS FOR SIDEWALKS, STORM DRAINAGE FACILITIES, UTILITIES AND ANY OTHER PROPERTY NECESSARY TO SERVE THE PLAT AND TO IMPLEMENT THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND OTHER CITY CODES AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND TO FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED. FURTHER, THE UNDERSIGNED COVENANTS AND AGREES THAT HE/SHE SHALL MAINTAIN ALL EASEMENTS AND FACILITIES IN A STATE OF GOOD REPAIR AND FUNCTIONAL CONDITION AT ALL TIMES IN ACCORDANCE WITH CITY CODES AND REGULATIONS. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE INSTALLED, IF APPROVED BY THE CITY OF SANGER. THE CITY OF SANGER AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO ACCESS AND MAINTAIN ALL RESPECTIVE EASEMENTS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

WITNESS MY HAND THIS ____TH DAY OF _____, 2024

Kevin Lazares,
Vice President, FORESTAR (USA) REAL ESTATE GROUP, INC.

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared Kevin Lazares, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office, this ____th day of _____, 2024.

Notary Signature

CITY OF SANGER STANDARD NOTES:

- "ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT."
- "THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE."
- "ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY."
- "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
- "THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY."
- "MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN."
- "THE PURPOSE OF THIS PLAT IS TO CREATE 427 SINGLE-FAMILY RESIDENTIAL LOTS AND 5 COMMON AREA/HOA LOTS UNDER THE APPROVED ZONING"
- "BEARINGS ARE BASED ON THE STATE PLAN COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83)"
- ADDITIONAL PLAT NOTES:
9. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE.
- ALL CORNERS SET ARE 1/2 INCH IRON RODS WITH PLASTIC CAP STAMPED "JBI" UNLESS OTHERWISE NOTED.
- ACCORDING TO FEMA MAP NO. 48121C0210G, DATED APRIL 18, 2011, A PORTION OF THE SUBJECT TRACT LIES WITHIN SHADED ZONE A AREA DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOODPLAIN) WITH NO BASE FLOOD ELEVATIONS DETERMINED.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, Mark W. Harp, Registered Professional Land Surveyor of the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision.

Dated this the ____th day of _____, 2024.

PELIMINARY FOR REVIEW PURPOSES ONLY

Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Mark W. Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____th day of _____, 2024.

Notary Public, State of Texas

APPROVED FOR PREPARATION OF FINAL PLAT

CITY OF SANGER, TX
PLANNING & ZONING COMMISSION

DATE

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
STEPHENS TOWN CROSSING

427 RESIDENTIAL LOTS
5 COMMON AREA/HOA LOTS

BEING 120.133 ACRES OUT OF THE
REUBEN BEBEE SURVEY, ABSTRACT NO. 29

CITY OF SANGER,
DENTON COUNTY, TEXAS

STC 2WG LLC/STC DH LLC **OWNER**
1401 Industrial Road
Mount Pleasant, Tx 75455 (903) 563-2122
Contact: Jon Anderson

FORESTAR (USA)
REAL ESTATE GROUP, INC. **OWNER/DEVELOPER**
2221 E. Lamar Blvd. Suite 790 (817) 769-1860
Arlington, Texas 76006
Contact: Stephen Brim

JBI PARTNERS, INC. **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300 (972) 248-7676
Carrallton, Texas 75006
Contact: Chris Wall, P.E.
TBPE No. F-438 TBPLS No. 10076000

Date: AUGUST 19, 2024

Sheet 4 of 4