



105 N. 4<sup>th</sup> Street, P.O. Box 349 Gunter, TX 75058-0349  
903-433-5185 Fax: 903-433-8039

**AGENDA**  
**Gunter TIRZ No. 3 Platinum Ranch Regular Meeting**  
**Thursday, May 21, 2026**  
**6:00 p.m.**

Pursuant to Chapter 551 of the Texas Government Code, notice is hereby given of a Regular Meeting of the TIRZ No. 3 of the City of Gunter, Texas to be held on May 21, 2026 at 6:00 p.m. in the Gunter Public Safety Building, located at 105 N. 4th St., Gunter, Texas, at which time the following will be discussed and considered:

**Welcome to the TIRZ No. 3 Meeting. Please sign the Sign-In-Sheet as a record of attendance. If you wish to speak on an open-session agenda item, please fill out the Opinion/Speaker Registration Form and turn it in to the City Secretary before the meeting starts. A card to speak at a public hearing may be submitted any time before the public hearing is closed.**

**CALL TO ORDER REGULAR TIRZ NO. 3 MEETING** [Chairman will call the meeting to order, establish a quorum if present, and declare notices legally posted pursuant to the Open Meetings Act. During the course of the meeting, members of the audience wishing to speak must be recognized by the Presiding Officer.]

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**CITIZEN COMMENTS** [The TIRZ No. 3 invites citizens to speak to the board on topics not already scheduled for public hearing or on the agenda. Citizens may address the board for a maximum of three minutes. Citizens comments shall be made from the podium. Please state your name and address for the record. The board is unable to respond to or discuss any issues that are brought up during this section that are not on the agenda, other than to make statements of specific factual information in response to a citizen's inquiry or to recite existing policy in response to the inquiry.]

**REGULAR AGENDA**

1. Discuss, consider, and take action by the Board of Directors for Tax Increment Reinvestment Zone Number Three, City of Gunter, Texas recommending approval of the final Reinvestment Zone Project Plan and Financing Plan to the City Council.”
2. Discuss, consider, and take action authorizing a 380 Agreement between the TIRZ #3 Board, City of Gunter and MM Platinum Ranch LLC.

**ADJOURN**

I, the undersigned authority, do hereby certify that the above Notice of TIRZ No. 3 Meeting of the City of Gunter, Texas is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the window of City Hall of

said Gunter, Texas, a place convenient to the public, and said Notice was posted on or before May 15, 2026 at 6:00 p.m. and remained so posted continuously for at least seventy-two hours immediately preceding the date of said meeting.



Detra Gaines, City Secretary

*Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting. If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sections and purposes:*

Texas Government Code Section:

§ 551.071 – Private consultation with the attorney for the City on any item listed on the agenda

§ 551.074 - Discussing personnel matters

*Persons with disabilities who plan to attend this meeting and who may need assistance should contact Detra Gaines, City Secretary, at (903) 433-5185 two working days prior to the meeting so that appropriate arrangements can be made.*



**TIRZ #3 BOARD MEETING**  
**May 21, 2026**  
**6:00 PM**

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**AGENDA ITEM #1**

Discuss, consider, and take action by the Board of Directors for Tax Increment Reinvestment Zone Number Three, City of Gunter, Texas recommending approval of the final Reinvestment Zone Project Plan and Financing Plan to the City Council.”

**AGENDA ITEM SUMMARY/BACKGROUND:**

**PRESENTED BY:**

Karen Souther, Mayor

**RECOMMENDATION:**

**LEGAL REVIEW: N/A**

**ATTACHMENTS:**



REINVESTMENT ZONE NUMBER THREE,  
CITY OF GUNTER, TEXAS  
FINAL PROJECT AND FINANCE PLAN

MAY 21, 2026

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## SECTION 1: DEFINITIONS

Capitalized terms used in this Final Plan shall have the meanings given to them in **Section I** below unless otherwise defined in this Final Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” or an “Exhibit,” shall be a reference to a Section of this Final Plan or an Exhibit or Appendix attached to and made a part of this Final Plan for all purposes.

“**Act**” means Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended.

“**Administrative Costs**” means the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone, including planning, engineering, legal services, organizational costs, publicizing costs, or implementations costs paid by or on behalf of the City that are directly related to the administration of the Zone.

“**Appraisal District**” means the Grayson Central Appraisal District.

“**Board**” means the Board of Directors for the Zone.

“**Captured Appraised Value**” means the new taxable value generated in addition to the Tax Increment Base on a parcel-by-parcel basis for each year during the term of the Zone, as calculated and confirmed annually by the Appraisal District.

“**City**” means the City of Gunter, Texas.

“**City Council**” means the governing body of the City.

“**City TIRZ Increment**” means thirty-three point three seven percent (33.37%) of the City's ad valorem real property taxes collected and received by the City on the Captured Appraised Value in the Zone and deposited into the TIRZ No. 3 Fund.

“**Creation Ordinance**” means Ordinance No. 2025-12-18-02 adopted by the City Council on December 18, 2025, designating the creation of the Zone and Board.

“**Developer**” means collectively MM Platinum Ranch, LLC, a Texas limited liability company, MM Platinum East, LLC, a Texas limited liability company, and MM Platinum West, LLC, a Texas limited liability company, and its successors or assigns.

“**Development Agreement**” means that certain Platinum Ranch Development Agreement between the City and the Developer, dated April 29, 2025, as amended or supplemented from time to time.

“**Economic Development Agreement**” means that certain 380 economic development TIRZ agreement anticipated to be entered into by the City, the Developer, and the Board detailing

the economic development grant to the Developer pursuant to Chapter 380, Texas Local Government Code.

**“Economic Development Provision”** means Section 311.010(h) of the Act, Chapter 380 of the Texas Local Government Code, and Article III, Section 52-a, Texas Constitution, as amended.

**“Economic Development Program”** means the economic development program authorized by the Economic Development Provision, which allows the Board, subject to the approval of the City Council, to establish and provide for the administration of one or more programs necessary or convenient to implement and achieve the purposes of this Final Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and developing business and commercial activity within the Zone, and may include programs to make grants of any lawfully available money from the TIRZ No. 3 Fund, including activities that benefit the Zone and stimulate business and commercial activity in the Zone.

**“Feasibility Study”** means the economic feasibility study as projected over the term of the Zone and focused only on direct financial benefits of increased ad valorem tax revenue anticipated to be generated by development within the Zone, as shown on **Exhibit E**.

**“Final Plan”** means this *Reinvestment Zone Number Three, City of Gunter, Texas Final Project and Finance Plan* to be considered by the Board and City Council.

**“Non-Project Costs”** means those certain costs that will be spent to develop in the Zone, but will not be financed by the Zone, including the Public Improvements to be funded by the Public Improvement District as further described in the Service and Assessment Plan, and additional private improvements to be financed by private funds, as described in **Section 6**, and shown on **Exhibit B**.

**“Preliminary Plan”** means the *Reinvestment Zone Number Three, City of Gunter, Texas Preliminary Project and Finance Plan*, as approved by the Creation Ordinance.

**“Project Costs”** means the total costs for projects in the Zone, including the actual costs of the Public Improvements, the Economic Development Program, and the Administrative Costs.

**“Property”** means 1,998.27 acres of land as depicted on **Exhibit A** and described on **Exhibit H**.

**“Public Improvements”** means the proposed public improvements to be financed by the Public Improvement District, which includes water, sewer, paving, contingency, and associated financing and interest costs related thereto, as detailed on **Exhibit B**.

**“Public Improvement District”** means the Platinum Ranch Public Improvement District, created by Resolution No. 2025-08-21-2 of the City passed on August 21, 2025.

**“Service and Assessment Plan”** means that certain Platinum Ranch Public Improvement District Service and Assessment Plan anticipated to be approved by the City Council, as updated or amended from time to time.

**“Tax Increment Base”** means total appraised value of taxable real property in the Zone at the time of creation of the Zone, as calculated and certified by the Appraisal District.

**“TIRZ No. 3 Fund”** means the tax increment fund created by the City and segregated from all other funds of the City.

**“Zone”** means Reinvestment Zone Number Three, City of Gunter, Texas, as depicted on **Exhibit A**, and described on **Exhibit H**.

## SECTION 2: INTRODUCTION

### 2.1 Authority and Purpose

The City has the authority under the Act to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the City Council determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

### 2.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if the area:

- 1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition; or
- 2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City; or
- 3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community; or
- 4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located.

The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

### **2.3 The Zone**

The Property within the Zone is located within the corporate limits of the City. At the time of the adoption of the Creation Ordinance, the Property was predominantly open, undeveloped or underdeveloped, and substantially impaired and arrested the sound growth of the City. Due to its size, location, and physical characteristics development would not have occurred solely through private investment in the foreseeable future. The Property lacks public infrastructure and requires economic incentive to attract development for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements are financed as contemplated by this Final Plan, the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City a quality development.

### **2.4 Preliminary Plan and Hearing**

Before the City Council adopted the Creation Ordinance, the City Council prepared a preliminary reinvestment zone project and finance plan in accordance with the Act and held a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons were given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property were given a reasonable opportunity to protest the inclusion of their property in the Zone. The requirement of the Act for a preliminary reinvestment zone project and finance plan was satisfied by the Preliminary Plan, the purpose of which was to describe, in general terms, the Project Costs that will be undertaken and financed by the Zone. A description of how such Project Costs and projects will be undertaken and financed shall be determined by this Final Plan, which requires approval by the Board and City Council.

### **2.5 Creation of the Zone**

Upon the closing of the above referenced public hearing on December 18, 2025, the City Council considered the Creation Ordinance and made the following findings:

- 1) development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future,
- 2) that the Zone was feasible,
- 3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and
- 4) that the Zone meets the eligibility requirements of the Act.

Among other provisions required by the Act, the Creation Ordinance appointed the Board.

## 2.6 Board Recommendations

After the creation of the Zone, the Board reviewed this Final Plan and recommended its approval to the City Council. Additionally, the Board shall consider an Economic Development Agreement among the City, the Board and the Developer and recommend its approval to the City Council.

## 2.7 Council Action

The City Council will take into consideration the recommendations of the Board and will consider approval of this Final Plan.

# SECTION 3: DESCRIPTION AND MAPS

## 3.1 Existing Uses and Conditions

The Property is located wholly within the corporate limits of the City and is zoned Planned Development in accordance with the City's zoning ordinance and the Development Agreement. The Property is undeveloped or underdeveloped, and there is limited public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

## 3.2 Proposed Uses

The proposed uses of the Property in the City include single family residential, school sites, community parks, and mixed-use development, as shown on **Exhibit F**.

## 3.3 Boundary Map

The boundary map of the Property is shown on **Exhibit A**.

## 3.4 Legal Description

The metes and bounds described on **Exhibit H** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

# SECTION 4: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is located wholly within the corporate limits of the City and is subject to the City's zoning regulations. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of roadway, drainage, and other public infrastructure. Mustang Special Utility District has jurisdiction over water and sewer infrastructure. No proposed changes to zoning ordinances,

comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

## **SECTION 5: RELOCATION OF DISPLACED PERSONS**

No persons shall be displaced and in need of relocation due to the creation of the Zone or implementation of this Final Plan.

## **SECTION 6: ESTIMATED NON-PROJECT COSTS**

Non-Project Costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, including the Public Improvements, and will be financed by other sources including the Public Improvement District. The list of Non-Project Costs is shown on **Exhibit B** and are estimated to be approximately \$293,689,043.

## **SECTION 7: PROPOSED PUBLIC IMPROVEMENTS**

### **7.1 Categories of Public Improvements**

All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

### **7.2 Locations of Public Improvements**

The estimated locations of the proposed Public Improvements are detailed on **Exhibit G**. These locations may be revised, with the approval of the City, from time to time without amending this Final Plan.

## **SECTION 8: ESTIMATED PROJECT COSTS**

### **8.1 Project Costs**

The total Project Costs for projects in the Zone are estimated to be approximately \$157,604,020, as shown on **Exhibit C**.

### **8.2 Estimated Public Improvements Costs**

The cost of Public Improvements funded by the Zone is \$0, as shown on **Exhibit C**.

### **8.3 Estimated Economic Development Program Costs**

The estimated costs of the Economic Development Program are approximately \$157,000,000, as shown on **Exhibit C**.

#### 8.4 Administrative Costs

The Administrative Costs are estimated to be \$10,000 per year beginning 2025 and escalating at two percent (2%) thereafter. The Administrative Costs shall be paid each year from the TIRZ No. 3 Fund before any other Project Costs are paid.

#### 8.5 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. The Economic Development Program costs will be incurred between 2027 and 2040, as shown on **Exhibit D**.

### SECTION 9: ECONOMIC FEASIBILITY

#### 9.1 Feasibility Study

For purposes of this Final Plan, a Feasibility Study has been evaluated over the term of the Zone, as shown on **Exhibit E**. This evaluation focuses on only direct financial benefits (i.e., ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$531,142,111 in total new real property tax revenue.

The City TIRZ Increment, estimated at \$177,242,122, will be deposited into the TIRZ No. 3 Fund to pay for the Project Costs over the life of the Zone. The remaining new real property tax revenue over that period, estimated at \$353,899,988, shall be retained by the City, in addition to existing ad valorem tax revenues generated from the Tax Increment Base.

The City TIRZ Increment will be available to pay Project Costs, until the term expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the City. One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

### SECTION 10: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

## SECTION 11: APPRAISED VALUE

### 11.1 Tax Increment Base

The Tax Increment Base is estimated to be \$77,859,553 and shall be confirmed by the Appraisal District.

### 11.2 Estimated Captured Appraised Value

It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$3,935,282,098 as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Appraisal District each year, will be used to calculate annual payment by the City into the TIRZ No. 3 Fund pursuant to this Final Plan.

## SECTION 12: METHOD OF FINANCING

### 12.1 TIRZ No. 3 Fund Contributions

This Final Plan obligates the City to deposit the City TIRZ Increment into the TIRZ No. 3 Fund each year for the duration of the Zone. For example, in FY 2026, the City's ad valorem tax rate is \$0.52565 per \$100 of taxable value, therefore the City would contribute \$0.17541 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ No. 3 Fund.

The Public Improvements have been or shall be constructed pursuant to the Development Agreement and are to be financed in part by the City via the Public Improvement District, as further defined and described in the Service and Assessment Plan. The Developer has paid, or will in the future pay, those Public Improvements costs. The TIRZ No. 3 Fund shall not be used to fund the Public Improvements.

The funds deposited into the TIRZ No. 3 Fund shall be prioritized and allocated on a parcel by parcel as follows:

1. For the reasonable Administrative Costs of the Zone; then
2. Upon completion of the Developer's obligations as defined in the Economic Development Agreement, to fund the costs of the Economic Development Program to the Developer on an annual basis, not to exceed an aggregate amount of \$157,000,000, pursuant to the Development Agreement; then
3. To the extent there are TIRZ No. 3 Fund revenues remaining after, any excess TIRZ No. 3 Fund revenue may be utilized in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ No. 3 Fund and from no other funds of the City, unless otherwise approved by the City. The City may amend the Final Plan in compliance with the Development Agreement and Economic Development Agreement, including but not limited to what is considered a Project Cost.

## **SECTION 13: DURATION OF THE ZONE, TERMINATION**

### **13.1 Duration**

The stated term of the Zone commenced upon the execution of the Creation Ordinance and shall continue for forty (40) years until December 31, 2065, with the last payment being due by January 31, 2066, unless otherwise terminated in accordance with the Creation Ordinance.

### **13.2 Termination**

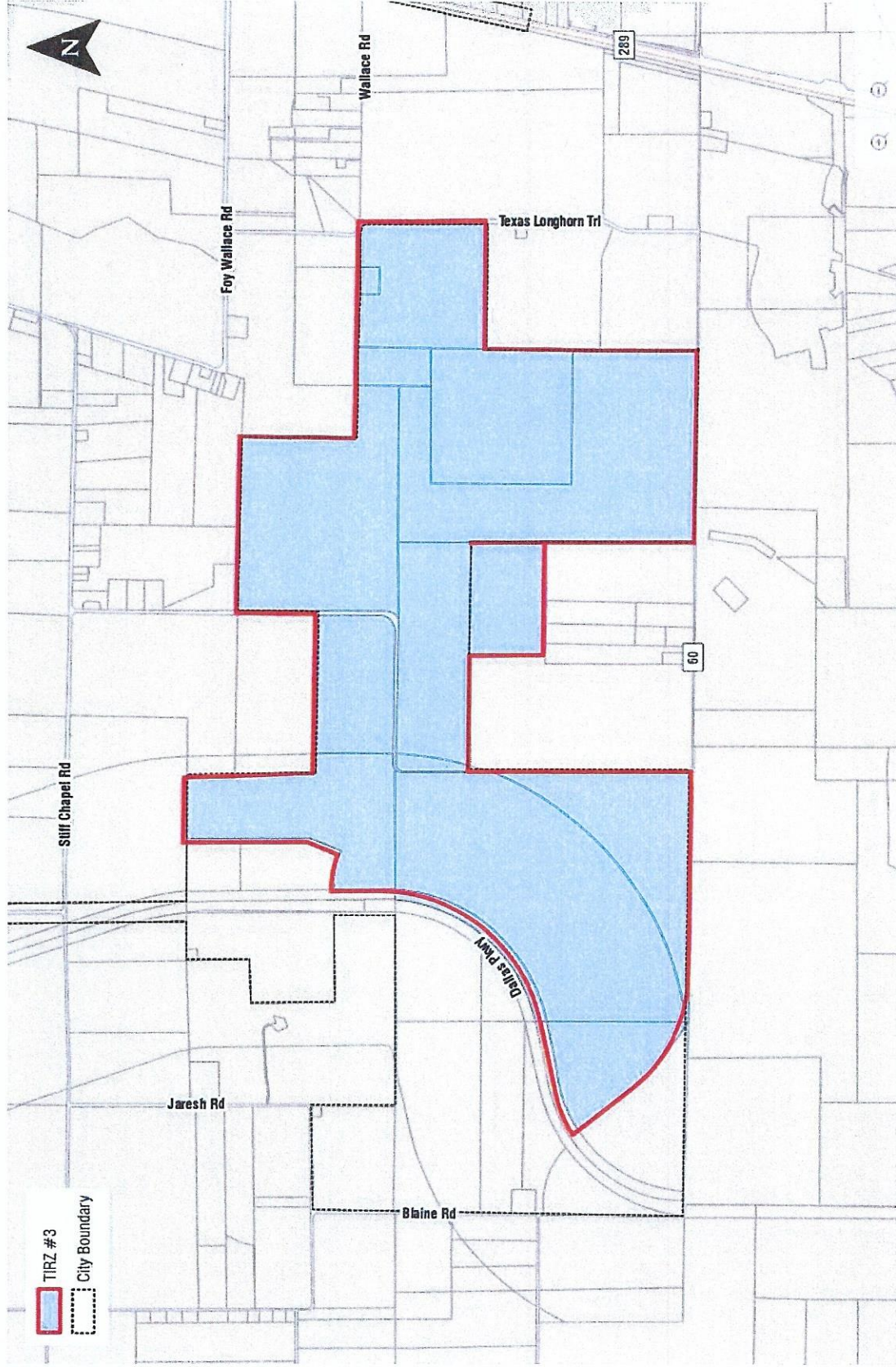
The Zone shall terminate on the earlier of (i) December 31, 2065, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ No. 3 Fund, the City shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this Section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

## LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Final Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Final Plan for all purposes.

<b>Exhibit A</b>	Map of the Zone
<b>Exhibit B</b>	Non-Project Costs
<b>Exhibit C</b>	Project Costs
<b>Exhibit D</b>	Estimated Timeline of Incurred Costs
<b>Exhibit E</b>	Feasibility Study
<b>Exhibit F</b>	Proposed Uses of the Property
<b>Exhibit G</b>	Maps of the Public Improvements
<b>Exhibit H</b>	Legal Description

EXHIBIT A - MAP OF THE ZONE



## EXHIBIT B – NON-PROJECT COSTS

<b>Non-Project Costs<sup>[a], [b]</sup></b>	
<i>Public Improvements</i>	
Water	\$ 21,535,724
Wastewater	\$ 24,649,537
Street	\$ 108,367,002
Storm Drainage	\$ 39,404,548
Dry Utility	\$ 8,614,500
Soft Costs	\$ 39,756,724
<b>Total Public Improvements</b>	<b>\$ 242,328,035</b>
Private Improvements	\$ 51,361,008
<b>Estimated Total Non-Project Costs</b>	<b>\$ 293,689,043</b>

### Footnotes

[a] Non-Project Costs include the Public Improvements to be financed by the Public Improvement District and additional private improvements necessary to reach final lot completion.

[b] Provided for illustrative purposes only, and subject to change.

## EXHIBIT C – PROJECT COSTS

Project Costs	Total <sup>[b]</sup>
Public Improvements \$	-
Economic Development Program <sup>[a]</sup> \$	157,000,000
Administrative Costs \$	604,020
<b>Total Project Costs \$</b>	<b>157,604,020</b>

### Footnotes

[a] Pursuant to the Economic Development Agreement and the Development Agreement.

[b] Provided for illustrative purposes only, and subject to change.

**EXHIBIT D - ESTIMATED TIMELINE OF INCURRED COSTS**

Zone Year	Calendar Year	Total Project Costs <sup>1,2</sup>	
		Annual	Cumulative
1	2026	\$ -	-
2	2027	\$ 14,194,597	14,194,597
3	2028	\$ 14,478,489	28,673,085
4	2029	\$ 14,768,058	43,441,144
5	2030	\$ 15,063,420	58,504,564
6	2031	\$ 15,364,688	73,869,252
7	2032	\$ 12,571,655	86,440,907
8	2033	\$ 11,120,293	97,561,200
9	2034	\$ 11,120,293	108,681,493
10	2035	\$ 11,120,293	119,801,786
11	2036	\$ 11,342,699	131,144,485
12	2037	\$ 9,920,892	141,065,377
13	2038	\$ 7,375,590	148,440,967
14	2039	\$ 7,523,102	155,964,069
15	2040	\$ 1,035,931	157,000,000
16	2041	\$ -	157,000,000
<b>Total</b>		<b>\$ 157,000,000</b>	

**Footnotes**

[a] Provided for illustrative purposes only.

[b] Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone.

## EXHIBIT E - FEASIBILITY STUDY

Zone Year	Calendar Year	Growth/Year <sup>[a]</sup>	Added Development Value <sup>[b]</sup>	New Taxable Value	Incremental Value	City TIRZ Increment			City Retained New Revenue	
						%	Annual	Cumulative	Annual	Cumulative
Base	2025			77,859,553						
1	2026	2%	-	79,416,744	1,557,191	33.37%	-	-	-	-
2	2027	2%	211,140,000	292,145,079	214,285,526	33.37%	2,731	2,731	5,454	5,454
3	2028	2%	215,362,800	513,350,781	435,491,228	33.37%	375,877	378,608	750,515	755,969
4	2029	2%	219,670,056	743,287,852	665,428,299	33.37%	763,893	1,142,501	1,525,267	2,281,236
5	2030	2%	224,063,457	982,217,066	904,357,513	33.37%	1,167,224	2,309,725	2,330,600	4,611,836
6	2031	2%	228,544,726	1,230,406,134	1,152,546,581	33.37%	1,586,328	3,896,053	3,167,427	7,779,263
7	2032	2%	186,999,270	1,442,013,526	1,364,153,973	33.37%	2,021,675	5,917,728	4,036,686	11,815,949
8	2033	2%	165,410,736	1,636,264,533	1,558,404,980	33.37%	2,392,854	8,310,582	4,777,821	16,593,770
9	2034	0.0%	165,410,736	1,801,675,269	1,723,815,716	33.37%	2,733,589	11,044,171	5,458,167	22,051,937
10	2035	0.0%	165,410,736	1,967,086,005	1,889,226,452	33.37%	3,023,735	14,067,906	6,037,502	28,089,439
11	2036	2%	168,718,951	2,175,146,676	2,097,287,123	33.37%	3,313,881	17,381,787	6,616,838	34,706,277
12	2037	2%	147,570,030	2,366,219,640	2,288,360,087	33.37%	3,678,839	21,060,626	7,345,551	42,051,828
13	2038	2%	109,709,498	2,523,253,531	2,445,393,978	33.37%	4,013,999	25,074,625	8,014,766	50,066,594
14	2039	2%	111,903,688	2,685,622,289	2,607,762,736	33.37%	4,289,451	29,364,076	8,564,762	58,631,357
15	2040	2%	15,409,138	2,754,743,873	2,676,884,320	33.37%	4,574,261	33,938,337	9,133,444	67,764,800
16	2041	2%	-	2,809,838,750	2,731,979,197	33.37%	4,695,507	38,633,844	9,375,536	77,140,336
17	2042	2%	-	2,866,035,525	2,788,175,972	33.37%	4,792,148	43,425,992	9,568,500	86,708,836
18	2043	2%	-	2,923,356,236	2,845,496,683	33.37%	4,890,723	48,316,715	9,765,324	96,474,160
19	2044	0.0%	-	2,923,356,236	2,845,496,683	33.37%	4,991,269	53,307,984	9,966,085	106,440,245
20	2045	0.0%	-	2,923,356,236	2,845,496,683	33.37%	4,991,269	58,299,253	9,966,085	116,406,329
21	2046	2%	-	2,981,823,360	2,903,963,807	33.37%	4,991,269	63,290,521	9,966,085	126,372,414
22	2047	2%	-	3,041,459,828	2,963,600,275	33.37%	5,093,826	68,384,347	10,170,860	136,543,274
23	2048	2%	-	3,102,289,024	3,024,429,471	33.37%	5,198,434	73,582,781	10,379,731	146,923,005
24	2049	2%	-	3,164,334,805	3,086,475,252	33.37%	5,305,134	78,887,914	10,592,780	157,515,785
25	2050	2%	-	3,227,621,501	3,149,761,948	33.37%	5,413,968	84,301,882	10,810,089	168,325,874
26	2051	2%	-	3,292,173,931	3,214,314,378	33.37%	5,524,979	89,826,861	11,031,745	179,357,619
27	2052	2%	-	3,358,017,409	3,280,157,856	33.37%	5,638,210	95,465,071	11,257,834	190,615,453
28	2053	2%	-	3,425,177,757	3,347,318,204	33.37%	5,753,705	101,218,776	11,488,444	202,103,897
29	2054	0.0%	-	3,425,177,757	3,347,318,204	33.37%	5,871,511	107,090,287	11,723,667	213,827,565
30	2055	0.0%	-	3,425,177,757	3,347,318,204	33.37%	5,871,511	112,961,798	11,723,667	225,551,232
31	2056	2%	-	3,493,681,313	3,415,821,760	33.37%	5,871,511	118,833,309	11,723,667	237,274,899
32	2057	2%	-	3,563,554,939	3,485,695,386	33.37%	5,991,673	124,824,982	11,963,594	249,238,493
33	2058	2%	-	3,634,826,038	3,556,966,485	33.37%	6,114,238	130,939,219	12,208,320	261,446,814
34	2059	2%	-	3,707,522,558	3,629,663,005	33.37%	6,239,254	137,178,473	12,457,941	273,904,754
35	2060	2%	-	3,781,673,010	3,703,813,457	33.37%	6,366,770	143,545,243	12,712,553	286,617,308
36	2061	2%	-	3,857,306,470	3,779,446,917	33.37%	6,496,837	150,042,080	12,972,258	299,589,566
37	2062	2%	-	3,934,452,599	3,856,593,046	33.37%	6,629,505	156,671,586	13,237,157	312,826,723
38	2063	2%	-	4,013,141,651	3,935,282,098	33.37%	6,764,827	163,436,413	13,507,354	326,334,078
39	2064	0.0%	-	4,013,141,651	3,935,282,098	33.37%	6,902,855	170,339,267	13,782,955	340,117,033
40	2065	0.0%	-	4,013,141,651	3,935,282,098	33.37%	6,902,855	177,242,122	13,782,955	353,899,988
<b>Total</b>			<b>\$</b>	<b>2,335,323,822</b>			<b>\$</b>	<b>177,242,122</b>	<b>\$</b>	<b>353,899,988</b>

Assumptions	
Base Taxable Value <sup>[b]</sup>	\$ 77,859,553
City AV Rate	0.525650

Footnotes	
[a]	Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.
[b]	Base Taxable Value is subject to confirmation by Appraisal District.







3501 OLYMPIUS BLVD, SUITE 200  
 DALLAS, TEXAS 75013  
 PHONE: (469) 894-5599  
 WWW.KFM.LLC.COM  
 TELEX #: F20821  
 TEPELS #: 10194934

**PROJECT**  
 PLATINUM RANCH  
 GUNTER, TEXAS

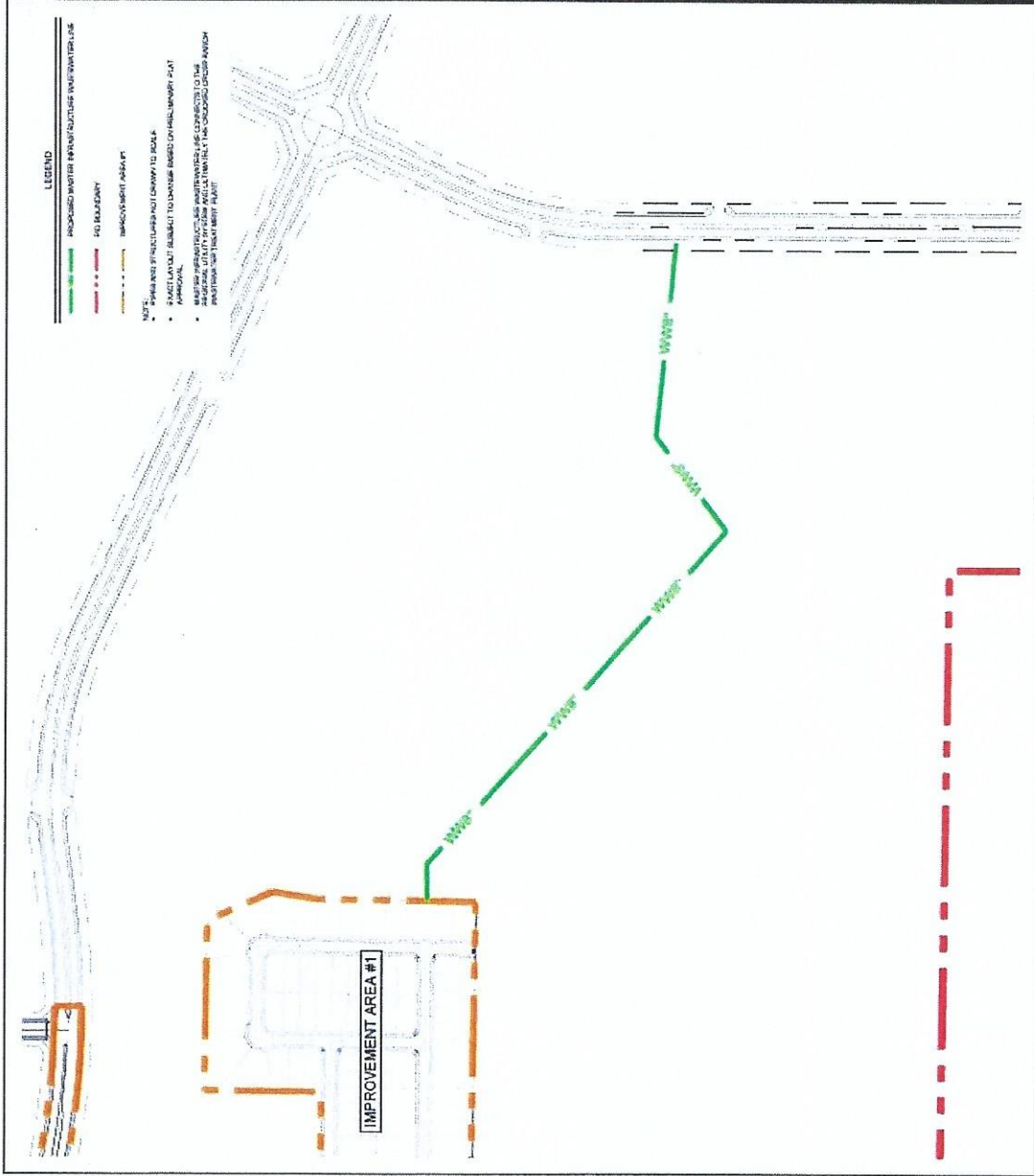
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 MASTER  
 INFRASTRUCTURE

**CLIENT**  
 CENTURION  
 AMERICAN  
 FARMERS BRANCH, TEXAS



**PROJECT NUMBER**  
 04450203  
**DATE**  
 2/25/2008  
**SHEET**

WW EXH 02



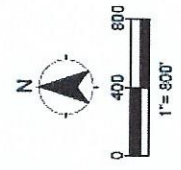


3101 OLYMPIUS BLVD, SUITE 100  
 DALLAS, TEXAS 75019  
 PHONE: (469) 894-0536  
 WWW.KFM.LLC.COM  
 TBE # - F-20821  
 TEPHLS # - 10194934

**PROJECT**  
**PLATINUM RANCH**  
 GUNTER, TEXAS

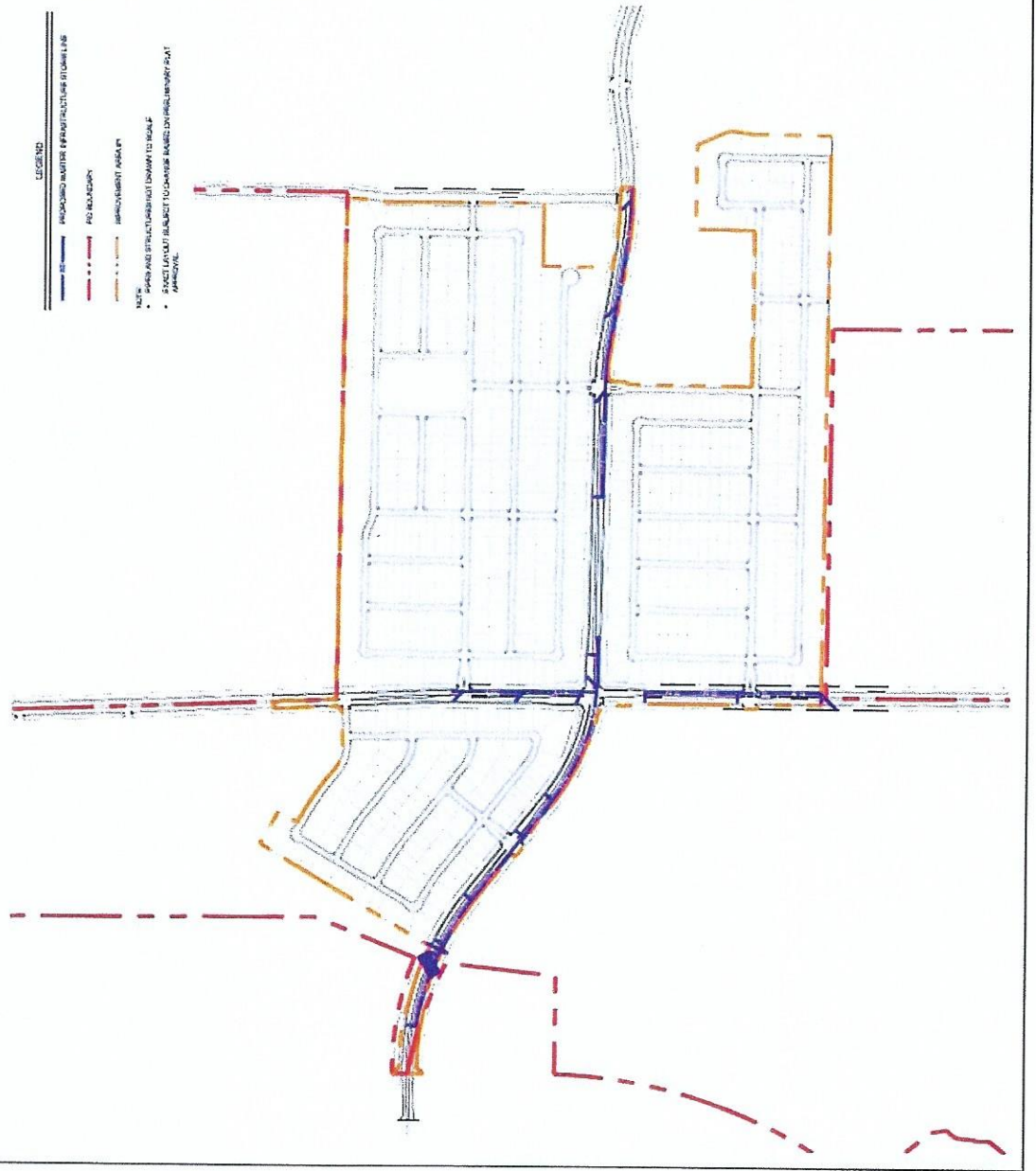
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**DRAINAGE**  
**WEST MASTER**  
**INFRASTRUCTURE**

**CLIENT**  
**CENTURION**  
**AMERICAN**  
**FARMERS BRANCH, TEXAS**



PROJECT NUMBER:  
 010026136  
 DATE:  
 10/25/09/05  
 SHEET:

STM EXH 01

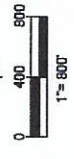


**KFM**  
 KENTON FARMERS & MERCHANTS  
 3104 OLYNBUE BLVD, SUITE 100  
 DALLAS, TEXAS 75210  
 PHONE: (469) 996-5596  
 WWW.KENTONFCM.COM  
 TITLE # F20821  
 TABLE # T0181904

**PROJECT**  
 PLATINUM RANCH  
 GUNTER, TEXAS

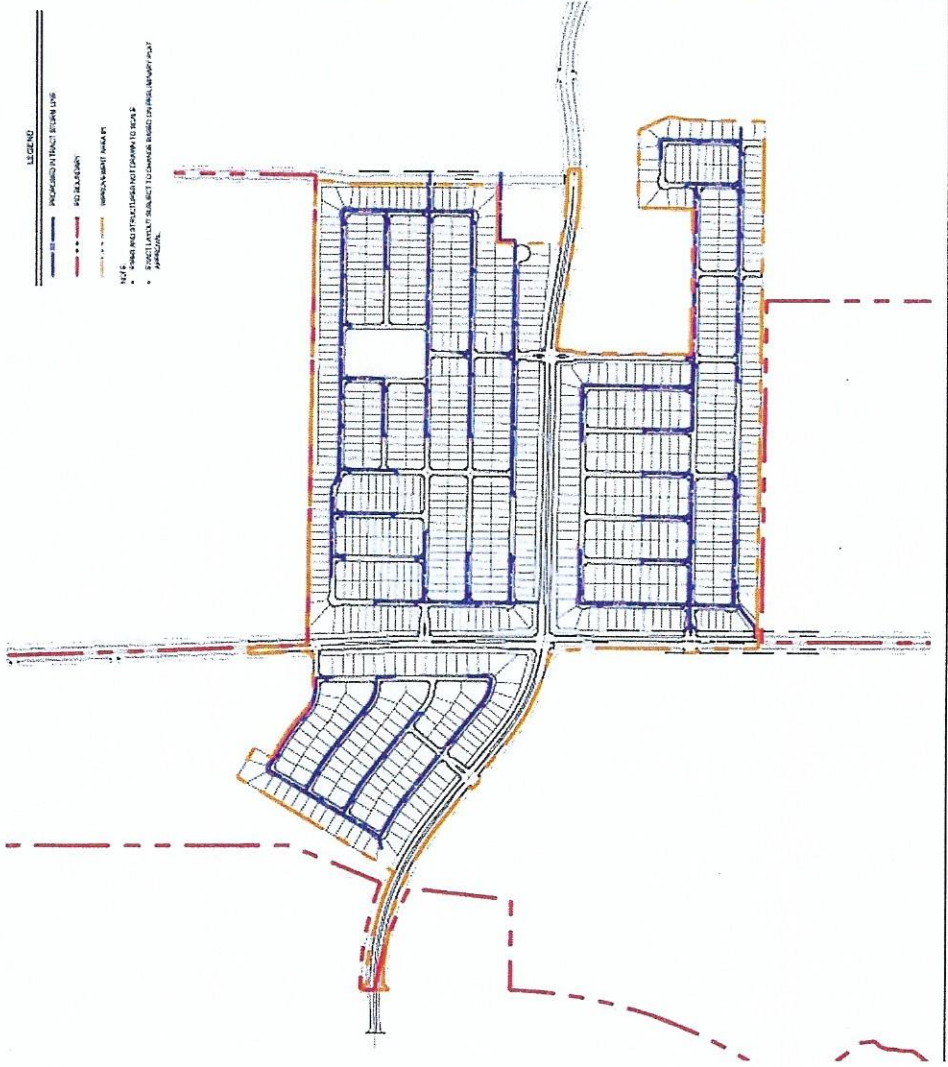
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**CLIENT**  
 CENTURION  
 AMERICAN  
 FARMERS BRANCH, TEXAS



**PROJECT NUMBER**  
 20080215  
**DATE**  
 2008/08/08  
**SHEET**

STM EXH 02



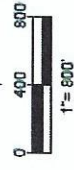


2001 OLYMPIUS BLVD, SUITE 100  
 DALLAS, TEXAS 75079  
 PHONE: (469) 899-0536  
 WWW.KFM.LLC.COM  
 TIRE #1: F20821  
 TIRELS #: 10194934

**PROJECT**  
 PLATINUM RANCH  
 GUNTER, TEXAS

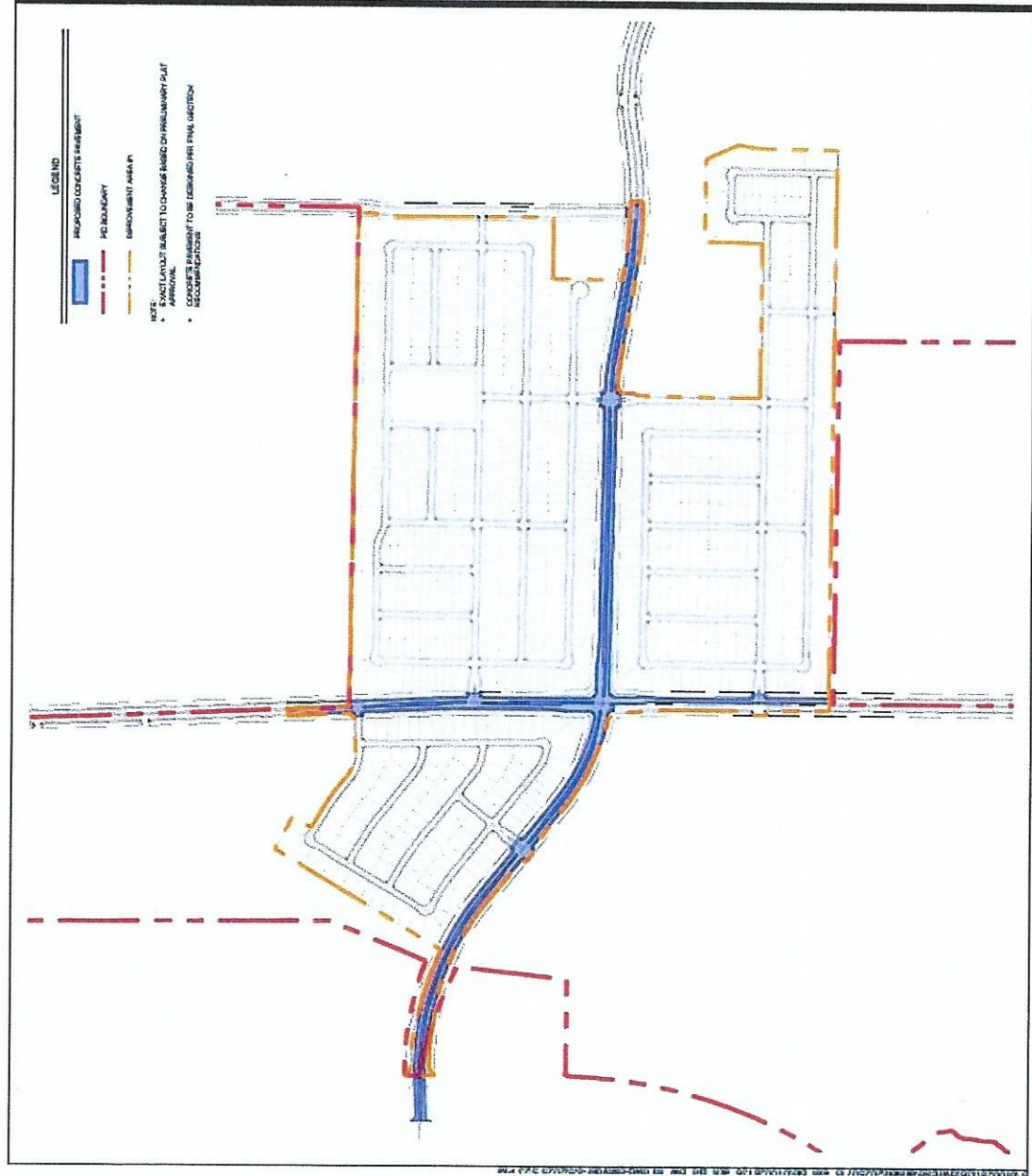
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 INFRASTRUCTURE

**CLIENT**  
 CENTURION  
 AMERICAN  
 FARMERS BRANCH, TEXAS



PROJECT NUMBER:  
 010028158  
 DATE:  
 30/25/08/05  
 SHEET:

PAV EXH 01



**KFM**  
**ENGINEERING & DESIGN**  
 3501 OLYMPUS BLVD, SUITE 100  
 DALLAS, TEXAS 75019  
 PHONE: (469) 895-0516  
 WWW.KFM.LLC.COM  
 TYPE #: F-201821  
 TOPELS #: 10194834

**PROJECT**  
**PLATINUM RANCH**  
 GUNTER, TEXAS

**TITLE**  
**PID WATER**  
**MASTER**  
**INFRASTRUCTURE**

**CLIENT**  
**CENTURION**  
**AMERICAN**  
**FARMERS BRANCH, TEXAS**



**PROJECT NUMBER**  
 010028158  
**DATE**  
 20/25/09/05  
**SHEET**

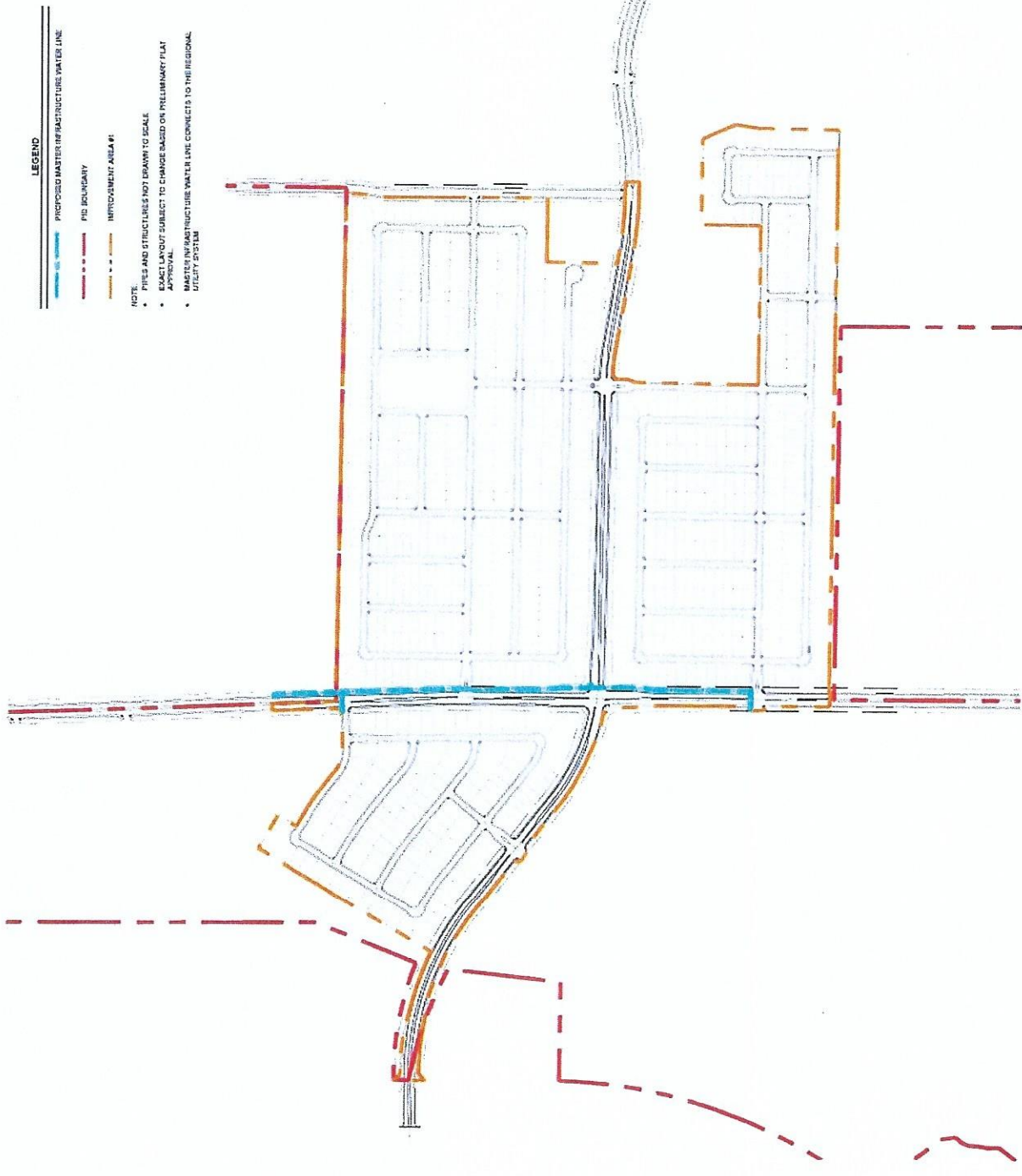
WTR EXH 01

**LEGEND**

- PROPOSED MASTER INFRASTRUCTURE WATER LINE
- PID BOUNDARY
- IMPROVEMENT AREA #1

**NOTE:**

- PIDS AND STRUCTURES NOT DRAWN TO SCALE
- EXACT LAYOUT SUBJECT TO CHANGE BASED ON PRELIMINARY PLAT APPROVAL
- MASTER INFRASTRUCTURE WATER LINE CONNECTS TO THE REGIONAL UTILITY SYSTEM



**KFEM**  
**ENGINEERING & DESIGN**  
 3501 OLYMPIUS BLVD, SUITE 1100  
 DALLAS, TEXAS 75019  
 PHONE: (469) 898-0536  
 WWW.KFEM.LLC.COM  
 TBPZ #: F-2008.21  
 TRPELS #: 10194834

**PROJECT**  
**PLATINUM RANCH**  
 GUNTER, TEXAS

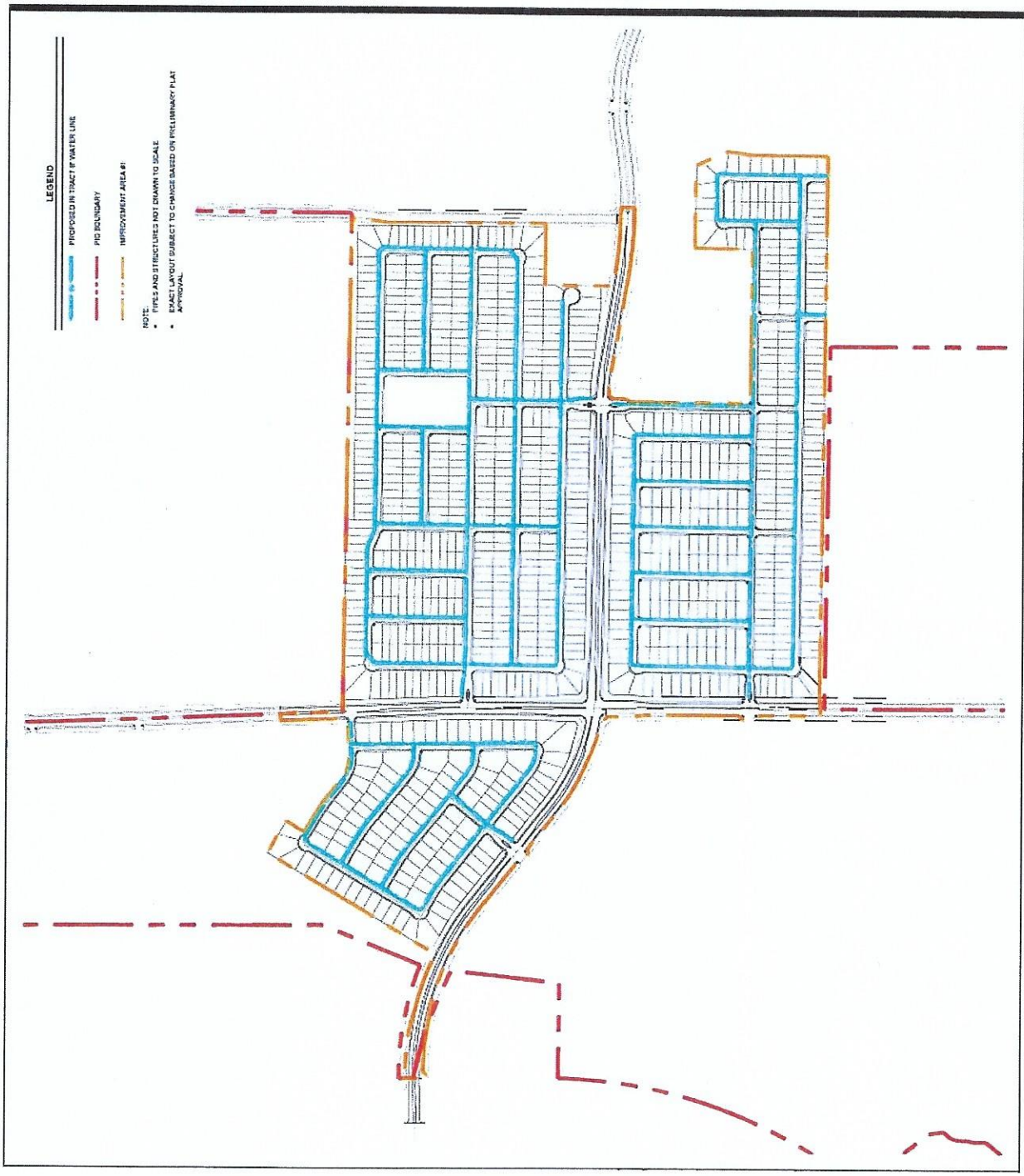
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**IMPROVEMENT AREA #1**

**CLIENT**  
**CENTURION**  
**AMERICAN**  
 FARMERS BRANCH, TEXAS



**PROJECT NUMBER:**  
 010028336  
**DATE:**  
 3/25/08/05  
**SHEET:**

WTR EXH 02

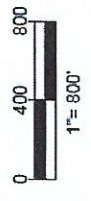


**KFEM**  
**ENGINEERING & DESIGN**  
 3501 OLYMPUS BLVD, SUITE 100  
 DALLAS, TEXAS 75019  
 PHONE: (469) 899-0538  
 WWW.KFEMALCO.COM  
 TYPE #: F-20821  
 TRFELS #: 10194834

**PROJECT**  
 PLATINUM RANCH  
 GUNTER, TEXAS

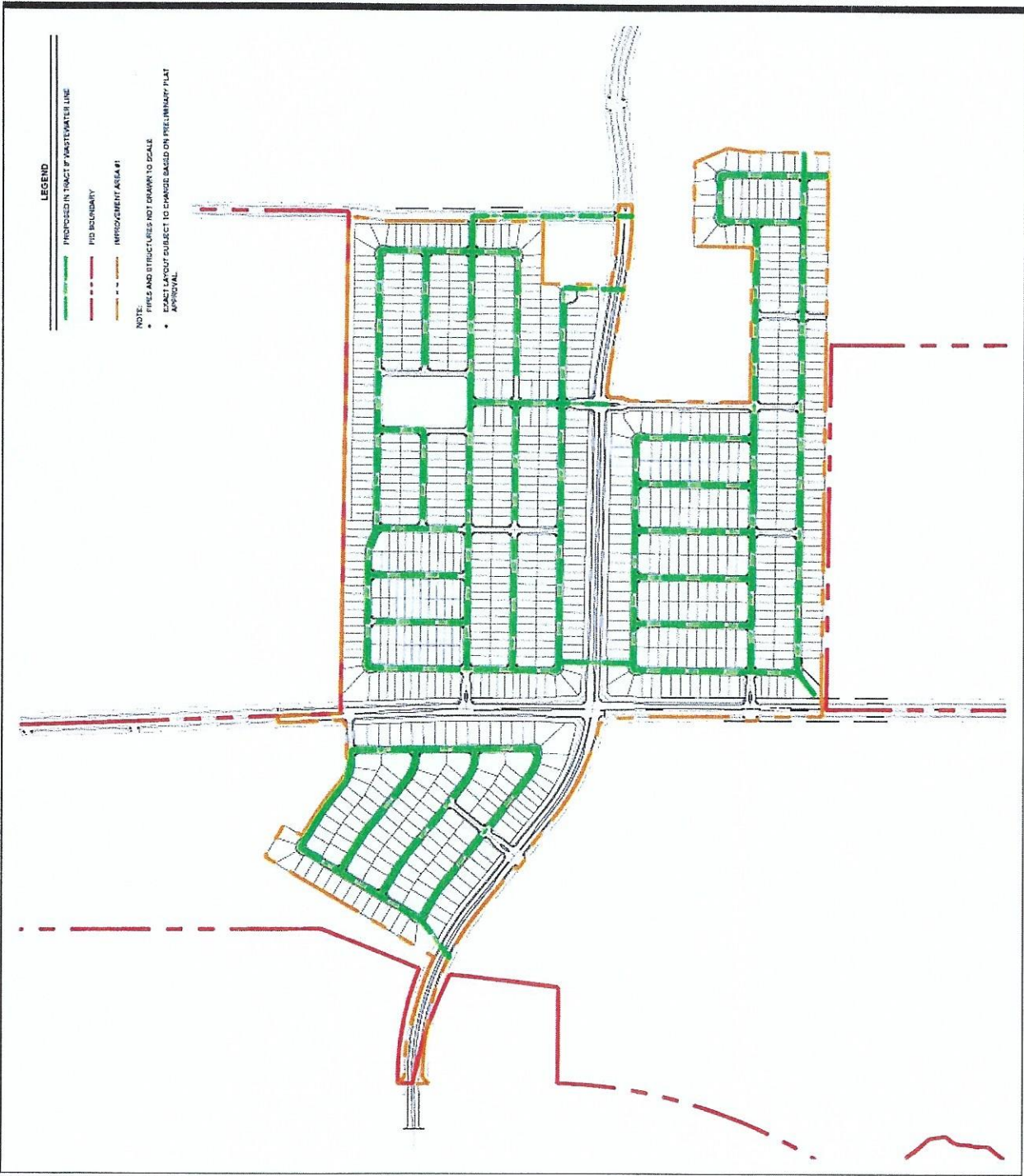
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**WASTEWATER**  
**IMPROVEMENT AREA #1**

**CLIENT**  
 CENTURION  
 AMERICAN  
 FARMERS BRANCH, TEXAS



**PROJECT NUMBER**  
 010028138  
**DATE**  
 03/08/05  
**SHEET**

WW EXH 03



**KFM**  
 ENGINEERING & DESIGN  
 3503 OLYMPIUS BLVD, SUITE 100  
 DALLAS, TEXAS 75019  
 PHONE: (469) 898-0538  
 WWW.KFM-LLC.COM  
 TBP#: F-20821  
 TBP#S #: 10194934

**PROJECT**  
 PLATINUM RANCH  
 GUNTER, TEXAS

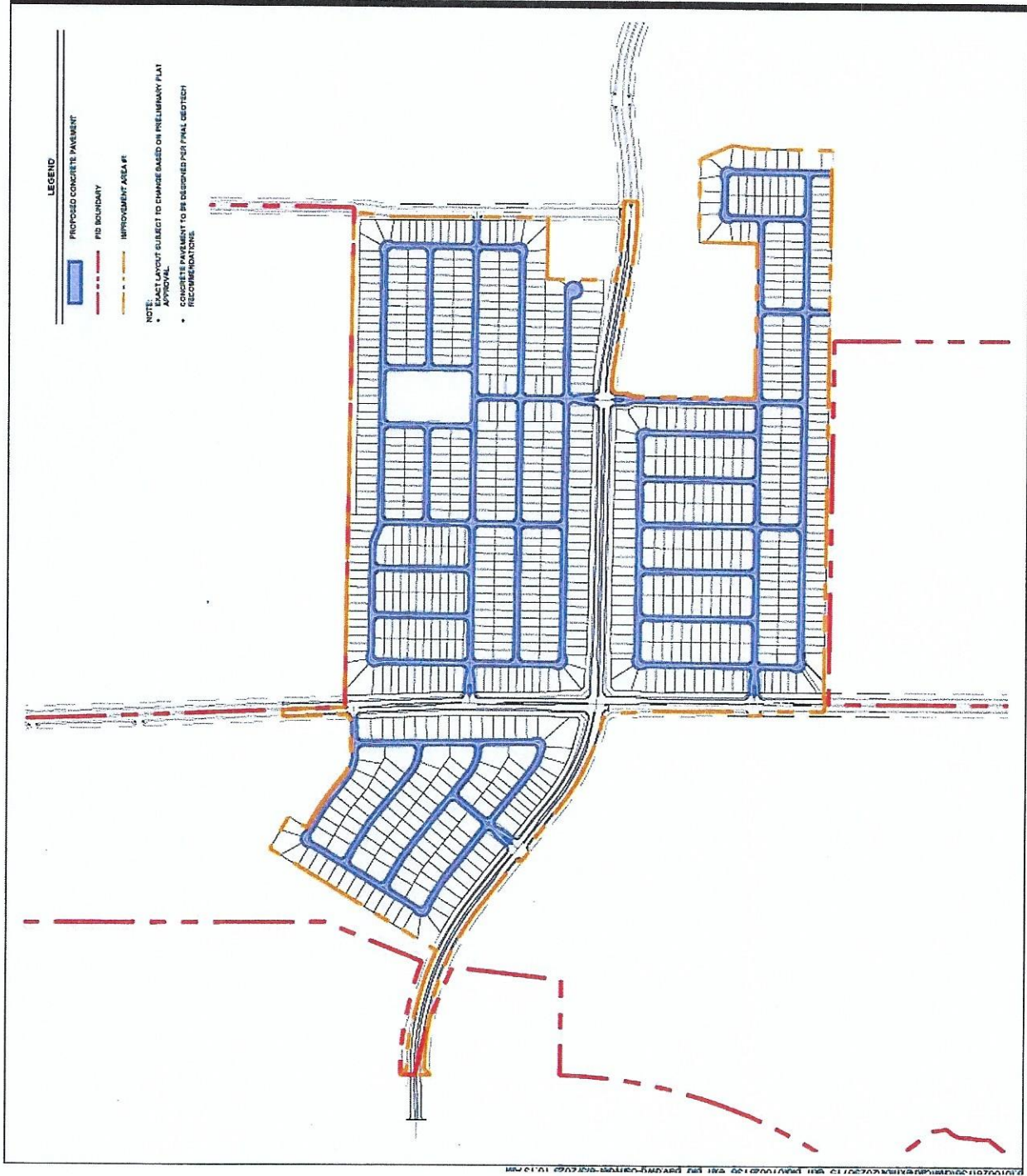
**TITLE**  
 PID PAVING  
 IMPROVEMENT AREA #1

**CLIENT**  
 CENTURION  
 AMERICAN  
 FARMERS BRANCH, TEXAS



**PROJECT NUMBER**  
 010028136  
**DATE**  
 2025/08/05  
**SHEET**

PAV EXH 02



## EXHIBIT H – LEGAL DESCRIPTION

### EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

#### TRACT 1

Being a tract of land situated in the J.R. Warrall Survey, Abstract No. 1357, in the WM. Wells Survey Abstract No. 1354, and in the Robert Mason Survey, Abstract No. 784, Grayson County, Texas, and being part of the remainder of a called 1,659.998 acres tract of land described in Deed to Grayson County Land and Cattle, LTD. as recorded in Volume 4179, Page 834, Official Records, Grayson County, Texas, and being more particularly described herein as follows:

BEGINNING at a 1/2 inch iron rod found at the intersection of Marilee Road (a public road) and Old Scaggs School Road (a public road) in the South line of Grayson County, in the North line of Collin County and the North line of a called 947.705 acres tract of land described in Deed to Judy Furlong Lawler as recorded in Instrument No. 20180828001079900, for the most Southerly Southeast corner of said remainder tract and the Southwest corner of a called 211.77 acres tract of land described in Deed (Tract 1) to Rasor Family Ranch, L.P. as recorded in Volume 4380, Page 769, said Official Records;

THENCE North 89 degrees 18 minutes 27 seconds West, with the South line of said remainder tract and the North line of said 947.705 acres tract, along said Marilee Road, a distance of 3,186.43 feet to a Mag nail set for corner;

THENCE North 88 degrees 39 minutes 14 seconds West, continuing with the South line of said remainder tract and the North line of said 947.705 acres tract, along said Marilee Road, a distance of 1,006.50 feet to a Mag nail set at the beginning of a curve to the right having a radius of 2,850.00 feet;

THENCE with the Westerly line of the herein described tract, severing said remainder tract, the following ten (10) courses and distances:

1. Northwesterly, along the arc of said curve, a distance of 2,270.72 feet with an interior angle of 45 degrees 39 minutes 00 seconds, a chord bearing of North 61 degrees 20 minutes 16 seconds West, and a chord length of 2,211.13 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC" (typical) set for corner;
2. North 38 degrees 30 minutes 46 seconds West, a distance of 1,475.43 feet to a 5/8 inch iron rod set for the West corner of the herein described tract, said corner being in a curve to the right having a radius of 2,500.00 feet;
3. Northeasterly, along the arc of said curve, a distance of 910.56 feet with an interior angle of 20 degrees 52 minutes 07 seconds, a chord bearing of North 67 degrees 17 minutes 37 seconds East, and a chord length of 905.54 feet to a 5/8 inch iron rod set for corner;
4. North 77 degrees 43 minutes 40 seconds East, a distance of 1,396.13 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 3,200.00 feet;
5. Northeasterly, along the arc of said curve, a distance of 4,135.06 feet with an interior angle of 74 degrees 02 minutes 17 seconds, a chord bearing of North 40 degrees 42 minutes 32 seconds East, and

a chord length of 3,853.31 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 3,200.00 feet;

6. Northerly, along the arc of said curve, a distance of 221.28 feet with an interior angle of 3 degrees 57 minutes 43 seconds, a chord bearing of North 01 degrees 42 minutes 32 seconds East, and a chord length of 221.24 feet to a 5/8 inch iron rod set for corner;

7. North 00 degrees 16 minutes 20 seconds West, a distance of 925.68 feet to a 5/8 inch iron rod set for corner, said point being in a curve to the right having a radius of 1,800.00 feet;

8. Easterly, along the arc of said curve, a distance of 728.11 feet with an interior angle of 23 degrees 10 minutes 35 seconds, a chord bearing of South 79 degrees 22 minutes 02 seconds East, and a chord length of 723.15 feet to a 5/8 inch iron rod set for corner;

9. North 21 degrees 57 minutes 38 seconds East, a distance of 663.02 feet to a 5/8 inch iron rod set for corner;

10. North 00 degrees 16 minutes 20 seconds West, a distance of 2,412.53 feet to a 5/8 inch iron rod set in a fence line, in the North line of said remainder tract, and the South line of a called 374.17 acres tract of land (Tract 2) described in Deed to Martinek Farming, LLC., as recorded in Volume 4597, Page 172, said Official Records for the Northwest corner of the herein described tract;

THENCE North 88 degrees 47 minutes 15 seconds East, with the North line of said remainder tract and the South line of said 374.17 acres tract, along and near a fence, a distance of 70.40 feet to an angle point in fence line;

THENCE South 89 degrees 14 minutes 22 seconds East, continuing with the North line of said remainder tract and the South line of said 374.17 acres tract, passing at a distance of 1,085.01 feet a 5/8 inch iron rod set for reference, and continuing along said course for a total distance of 1,185.01 feet to a point in a wash for the most Northerly Northeast corner of said remainder tract and the most Southerly Northwest corner of a called 178.842 acres tract of land (Tract 5) described in said Martinek Deed;

THENCE South 01 degrees 49 minutes 37 seconds East, with the East line of said remainder tract and the West line of said 178.842 acres tract, passing at a distance of 30.00 feet a 5/8 inch iron rod set for reference, and continuing along said course for a total distance of 964.80 feet to a 5/8 inch iron rod found for the Southwest corner of said 178.842 acres tract and the Northwest corner of a called 112.268 acres tract of land described in Deed to Marion Lewis Cole and wife, Linda Rudolf Cole as recorded in Volume 2796, Page 848, said Official Records;

THENCE South 02 degrees 16 minutes 16 seconds East, with the East line of said remainder tract and the West line of said 112.268 acres tract, a distance of 1,552.76 feet to a 1/2 inch iron rod found for an ell corner of said remainder tract and the Southwest corner of said 112.268 acres tract;

THENCE South 89 degrees 10 minutes 26 seconds East, with a North line of said remainder tract and the South line of said 112.268 acres tract, a distance of 3,119.34 feet to an iron rod found in said Old Scaggs School Road and in a West line of a called 919.834 acres tract of land (Tract 2) described in Deed

to Walton Texas, L.P. as recorded in Volume 4785, Page 299, said Official Records for the most Southerly Northeast corner of said remainder tract and the Southeast corner of said 112.268 acres tract;

THENCE South 00 degrees 39 minutes 25 seconds West, with the East line of said remainder tract and a West line of said 919.834 acres tract, along said Old Scaggs School Road, a distance of 1,561.48 feet to a 5/8 inch iron rod set on the Southeast side of a bend in said Old Scaggs School Road for the most Northerly Southeast corner of said remainder tract and an ell corner of said 919.834 acres tract;

THENCE North 89 degrees 02 minutes 26 seconds West, with a South line of said remainder tract and a North line of said 919.834 acres tract, along said Old Scaggs School Road, a distance of 3,072.50 feet to a 5/8 inch iron set on the Northwest side of a bend in said Old Scaggs School Road for an ell corner of said remainder tract and the a Northwest corner of said 919.834 acres tract;

THENCE South 00 degrees 07 minutes 25 seconds East, with the East line of said remainder tract, along said Old Scaggs School Road, a distance of 5,800.26 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 862.242 acres of land, more or less.

## TRACT 2

### TRACT 2A:

BEING a tract of land situated in the W.H. CAMPBELL SURVEY, ABSTRACT No. 243 and the JOHN M. McMULLEN and JAMES McGLOIN SURVEY, ABSTRACT No. 761, Grayson County, Texas, being all of a called 141.329 acres tract of land (Tract 1) described in Deed to Walton Texas, LP as recorded in Volume 4785, Page 299, Official Public Records, Grayson County, Texas, and being more particularly described herein as follows:

BEGINNING at a 5/8" iron rod found in Longhorn Trail (a public road) for the Southeast corner of said Tract 1 and the Northeast corner of a called 130.943 acres tract of land described in Deed to John Edward Dechaud, Jr. and Nancy Bider Dechaud as recorded in Volume 2925, Page 176, said Official Records;

THENCE N 89° 28' 04" W, with the South line of said Tract 1 and the North line of said Dechaud tract, a distance of 2,499.20 feet to a 5/8" iron rod found in the East line of a called 919.834 acres tract of land (Tract 2) described in said Walton Deed for the Southwest corner of said Tract 1 and the Northwest corner of said Dechaud tract;

THENCE N 00° 22' 18" E, with the West line of said Tract 1 and the East line of said Tract 2, a distance of 2,493.81 feet to a 1/2" iron rod found in the South line of a called 225.806 acres tract of land described in Deed to Sutter Investments, LP, as recorded in Volume 4003, Page 617, Deed Records, Grayson County, Texas, for the Northwest corner of said Tract 1 and the most easterly Northeast corner of said Tract 2;

THENCE S 88° 58' 12" E, with the North line of said Tract 1 and the South line of said Sutter tract, passing at a distance of 2,235.77 feet a 1/2" iron rod found for the Southeast corner of said Sutter tract, and

continuing along said course for a total distance of 2,459.21 feet to a 1/2" capped iron rod found in said Longhorn Trail for the Northeast corner of said Tract 1;

THENCE S 00° 33' 31" E, with the East line of said Tract 1, along said Longhorn Trail, a distance of 2,472.88 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 141.316 acres of land, more or less.

TRACT 2B:

BEING a tract of land situated in the W.H. CAMPBELL SURVEY, ABSTRACT No. 243, the W. LAKIN SURVEY, ABSTRACT No. 714, the THOMAS POLK SURVEY, ABSTRACT No. 938, the JESSE BARKER SURVEY, ABSTRACT No. 70, and the ROBERT MASON SURVEY, ABSTRACT No. 784, Grayson County, Texas and being all of a called 919.834 acres tract of land (Tract 2) described in Deed to Walton Texas, LP as recorded in Volume 4785, Page 299, Official Records, Grayson County, Texas, and being more particularly described herein as follows:

BEGINNING at a 1/2" iron rod found for the most Easterly Northeast corner of said Tract 2 and being the Northwest corner of a called 141.329 acres tract of land (Tract 1) described in said Deed to Walton Texas, LP and being in the South line of a called 225.806 acres tract of land described in Deed to Sutter Investments, L.P. as recorded in Volume 4003, Page 617, Deed Records, Grayson County, Texas;

THENCE South 00 degrees 22 minutes 18 seconds West, with the East line of said Tract 2 and the West line of said Tract 1, a distance of 2,493.81 feet to a 5/8" iron rod found for the Southwest corner of said Tract 1 and being the Northwest corner of a called 130.943 acres tract of land described in Deed to John Edward Dechaud, Jr., and Nancy Bider Dechaud as recorded in Volume 2925, Page 176, said Official Records;

THENCE South 00 degrees 32 minutes 24 seconds West, with the East line of said Tract 2 and the West line of said Dechaud tract, a distance of 2,236.43 feet to a 2" steel fence corner post found for the Southwest corner of said Dechaud tract and also being the Northwest corner of a called 100 acres tract of land described in Deed to Thomas O. Eller and Shirley F. Eller, Trustees of the Eller Family Trust as recorded in Volume 4009, Page 83, Real Property Records, Grayson County, Texas;

THENCE South 00 degrees 08 minutes 10 seconds East, with the East line of said Tract 2 and the West line of said 100 acres tract, a distance of 1,878.56 feet to a 1/2" iron rod found in Marilee Road (a public road) for the Southeast corner of said Tract 2 and the Southwest corner of said 100 acres tract also being in the North line of a called 704.855 acres tract of land (Tract IV) referenced in Deed to Rasor Family Ranch, LP as recorded in Instrument No. 2007-001718360, Official Public Records, Collin County, Texas and being described Volume 4337, Page 762, said Official Public Records;

THENCE North 89 degrees 11 minutes 56 seconds West, with the South line of said Tract 2 and the North line of said Tract IV, along Marilee Road, a distance of 3,720.20 feet to an X-cut set for the most southerly Southwest corner of said Tract 2 and the Southeast corner of a called 84.4608 acres tract of

land described in Deed to McRyder Investments, Inc as recorded in Volume 2460, Page 268, said Deed Records;

THENCE North 00 degrees 11 minutes 55 seconds West, with a West line of said Tract 2 and the East line of said 84.4608 acres tract, a distance of 2,905.02 feet to a 5/8" iron rod with plastic cap stamped "PLS, INC" (typical) set for the Northeast corner of said 84.4608 acres tract and the Southeast corner of a called 75.00 acres tract of land described in Deed to D.B. Tate and Betty Jane Tate as recorded in Volume 2460, Page 683, said Deed Records;

THENCE North 00 degrees 22 minutes 08 seconds West, continuing with a West line of said Tract 2 and with the East line of said Tate tract, passing the Northwest corner thereof and continuing along said course a distance of 1,450.69 feet to a 2" steel fence corner post found at a re-entrant corner of said Tract 2;

THENCE North 89 degrees 20 minutes 57 seconds West, with a South line of said Tract 2 and the North line of said Tate tract, passing the Northwest corner thereof, and continuing along said course, a distance of 4,472.19 feet to a 1/2" iron rod found in Old Scaggs School Road (a public road) for the most Westerly Southwest corner of said Tract 2 and the Northwest corner of said Tate tract;

THENCE North 00 degrees 17 minutes 10 seconds West, with the West line of said Tract 2, along said Old Scaggs School Road, a distance of 1,448.68 feet to a 1/2" iron rod found for the most westerly Northwest corner of said Tract 2 and a re-entrant corner of a called 862.242 acres tract of land described in Deed to Gauranga Platinum Ranch LLC as recorded in Instrument No. 2021-14214, said Official Records;

THENCE South 89 degrees 02 minutes 16 seconds East, with a North line of said Tract 2 and a South line of said 862.242 acres tract, along said Old Scaggs School Road, a distance of 3,080.89 feet to a 1/2" iron rod found for re-entrant corner of said Tract 2;

THENCE North 00 degrees 20 minutes 40 seconds East, with a West line of said Tract 2, along said Old Scaggs School Road, a distance of 1,561.86 feet to a "Mag" spike found for corner;

THENCE North 00 degrees 38 minutes 43 seconds East, continuing with a West line of said Tract 2, along said Old Scaggs School Road, a distance of 1,540.71 feet to a 5/8" iron rod set for the most northerly Northwest corner of said Tract 2 and the Southwest corner of a called 125-1/2 acres tract of land described in Deed to Adolph Jaresh, Jr. and wife, Beatrice Anna Pelzel Jaresh as recorded in Volume 1251, Page 169, said Deed Records;

THENCE South 88 degrees 56 minutes 37 seconds East, with the North line of said Tract 2 and the South line of said Jaresh tract, a distance of 940.83 feet to a 1/2" square tube found for corner;

THENCE South 88 degrees 44 minutes 42 seconds East, continuing with the North line of said Tract 2 and the South line of said Jaresh tract, a distance of 739.82 feet to a 1/2" iron rod found for the Southeast corner of said Jaresh tract and being the Southwest corner of a called 54.03 acres tract of land (Tract Three) described in Deed to Mary Day as recorded in Volume 5774, Page 188, said Official Records;

THENCE South 88 degrees 54 minutes 58 seconds East, with a North line of said Tract 2 and the South line of said Day tract, a distance of 1,735.81 feet to a 10" wood fence corner post found for the most northerly Northeast corner of said Tract 2 and the recognized Northwest corner of said Sutter tract;

THENCE South 00 degrees 42 minutes 35 seconds West, with an East line of said Tract 2 and the West line of said Sutter tract, a distance of 2,253.45 feet to a 1/2" iron rod found for re-entrant corner of said Tract 2 and the Southwest corner of said Sutter tract;

THENCE South 89 degrees 02 minutes 07 seconds East, with a North line of said Tract 2 and the South line of said Sutter tract, a distance of 1,756.31 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 919.806 acres of land, more or less.

### TRACT 3

Being a tract of land situated in the Jesse Barker Survey, Abstract No. 70, Grayson County, Texas, same being a tract of land conveyed to D.B. Tate, Jr. and Betty Jane Tate, by deed recorded in Volume 2460, Page 683, Deed Records of Grayson County, Texas, and being more particularly described by metes and thaw bounds as follows:

BEGINNING at a point for corner, said corner being the Northwest corner of that tract of land conveyed to Rasor Family Ranch, LP, by deed recorded in Instrument Number 2007-00031377, Official Public Records of Grayson County, Texas, same lying on the East line of a tract of land conveyed to Gauranga Platinum Ranch, LLC, a Texas Limited Liability Company, by deed recorded in Instrument Number 2021-14214, Official Public Records of Grayson, Texas, and being at or near the centerline of Old Skaggs Road (public right-of-way), from which a 1 inch iron rod found bears on-line in an Easterly direction a distance of 0.67 feet for witness;

THENCE North 00 degrees 04 minutes 27 seconds West, along the said East line of Gauranga Platinum Ranch, LLC tract and the centerline of Old Skaggs Road, a distance of 30.00 feet to a 1/2 inch iron rod found for corner, said corner being a Southwest corner of a tract (referred to as Tract 2) of land conveyed to Walton Texas, LP. A Texas Limited Partnership, by deed recorded in Instrument Number 2010-00006380, Official Public Records of Grayson County, Texas;

THENCE South 89 degrees 19 minutes 41 seconds East, along a South line of said Walton Texas, LP tract, a distance of 4473.01 feet to a 1/2 inch iron rod found for corner, said corner being an "ell" corner of said Walton Texas, LP tract;

THENCE South 00 degrees 14 minutes 24 seconds East, along a West line of said Walton Texas, LP tract, a distance of 1450.00 feet to a point for corner, said corner being the Northeast corner of a tract of land conveyed to McRyder Investments, Inc., by deed recorded in Volume 2460, Page 268, Deed Records of Grayson County, Texas, from which a fence post found bears North 83 degrees 18 minutes 27 seconds West a distance of 11.92 feet for witness;

THENCE North 89 degrees 20 minutes 28 seconds West, along the North line of said McRyder Investments, Inc. tract, a distance of 1260.65 feet to a 5/8 inch iron rod found for corner, said corner

being the Northwest corner of said McRyder Investments, Inc. tract, and being the Northeast corner of a tract of land conveyed to Carlos Avendano and spouse Iolanda Negrinho, by deed recorded Volume 3752, Page 42, Deed Records of Grayson County, Texas;

THENCE North 89 degrees 26 minutes 27 seconds West, along the North line of said Avendano/Negrinho, a distance of 751.21 feet to a 1/2 inch iron rod found for corner, said corner being the Northwest corner A tract of land conveyed to Jason Lee Siebert, by deed recorded in Instrument 2021-28198, Official Public Records of Grayson County, Texas, and being the Northeast corner of a tract of land conveyed to Rose Country Holdings LLC, a Texas Limited Liability Company, by deed recorded in Instrument Number 2020-29743, Official Public Records of Grayson County, Texas;

THENCE North 89 degrees 33 minutes 34 seconds West, along the North line of said Rose Country Holdings LLC tract, a distance of 192.03 feet to a point for corner, said corner being a Southeast corner of said Razor Family Ranch, LP tract, from which a 1/2 inch iron pipe found bears North 60 degrees 25 minutes 17 seconds West a distance of 1.08 feet for witness;

THENCE North 00 degrees 07 minutes 05 seconds West, along an East line of said Razor Family Ranch, LP tract, a distance of 1422.01 feet to a 2" iron pipe found for corner, said corner being the Northeast corner of said Razor Family Ranch, LP tract, from which a railroad tie found bears North 09 degrees 42 minutes 45 seconds East a distance of 2.36 feet for witness;

THENCE North 89 degrees 18 minutes 57 seconds West, along the North line of said Razor Family Ranch, LP tract, a distance of 2272.21 feet to the POINT OF BEGINNING and containing 3,263,125 square feet or 74.91 acres of land, more or less.



**TIRZ #3 BOARD MEETING**  
**May 21, 2026**  
**6:00 PM**

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**AGENDA ITEM #2**

Discuss, consider, and take action authorizing a 380 Agreement between the TIRZ #3 Board, City of Gunter and MM Platinum Ranch LLC.

**AGENDA ITEM SUMMARY/BACKGROUND:**

**PRESENTED BY:**

Karen Souther, Mayor

**RECOMMENDATION:**

**LEGAL REVIEW:** N/A

**ATTACHMENTS:**

## **TIRZ NO. 3 ECONOMIC DEVELOPMENT AGREEMENT – PLATINUM RANCH**

This TIRZ No. 3 Economic Development Agreement – Platinum Ranch (the “Agreement”) is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between the **CITY OF GUNTER, TEXAS**, (the “City”), **MM PLATINUM RANCH, LLC**, a Texas limited liability company (the “Developer”), and the **BOARD OF DIRECTORS** (the “Board”) of Reinvestment Zone Number Three, City of Gunter, Texas (the “TIRZ”) created pursuant to the provisions of Chapter 311, Texas Tax Code, as amended (the “Act”).

### **RECITALS**

**WHEREAS**, the City, the Developer, and the Board are sometimes collectively referenced in this Agreement as “Parties” or, each individually, as a “Party”; and

**WHEREAS**, the TIRZ was created pursuant to Ordinance No. 2025-12-18-02, adopted by the City Council of the City (the “City Council”) on December 18, 2025, pursuant to the Act; and

**WHEREAS**, on \_\_\_\_\_, pursuant to Ordinance No. \_\_\_\_\_, the City Council approved a Final Project and Finance Plan for the TIRZ (the “Project and Financing Plan”); and

**WHEREAS**, the boundaries of the TIRZ are described by metes and bounds and depicted on Exhibit “A” attached hereto and made a part hereof for all purposes (the “Property”); and

**WHEREAS**, the Project and Financing Plan provides for the collection of thirty-three and 37/100 percent (33.37%) of the City’s collected ad valorem tax increment (i) for a period of up to forty (40) years, or (ii) until the aggregate amount of the City’s TIRZ increment placed into the TIRZ Fund, including interest on any balance, totals One Hundred Fifty Seven Million and 00/100 Dollars (\$157,000,000.00), whichever comes first; and

**WHEREAS**, the TIRZ Funds are intended by the Board and the City to be dedicated to the payment of Administrative Expenses and a Chapter 380 grant to the Developer as set forth in the Project and Finance Plan as consideration for the Developer’s undertaking of the development for the Property (the “Development”) as set forth in that certain Platinum Ranch Development Agreement between the City and Developer (among other parties), effective as of June 3, 2025, and as may be amended from time to time (the “Development Agreement”); and

**WHEREAS**, Article III, Section 52-a of the Texas Constitution and Chapter 380 of Texas Local Government Code provide constitutional and statutory authority for establishing and administering the Program (hereinafter defined) to provide grants or incentives of public money to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, Article III, Section 52-a of the Texas Constitution provides that the development and diversification of the economy of the state is a public purpose; and

**WHEREAS**, the City has found that providing a grant of funds to Developer in exchange for Developer's undertaking of the Development will promote local economic development and stimulate business and commercial activity and create jobs within the City (the "Program"); and

**WHEREAS**, the City has determined that the Program will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of the Program contain controls likely to ensure that public purpose is accomplished; and

**WHEREAS**, the Parties have agreed for the Developer to undertake the Development as set forth in the Development Agreement, and the Development Agreement and documents related to the TIRZ contain controls to ensure the public purpose is accomplished; and

**WHEREAS**, but for the Developer undertaking the Development, the TIRZ would not generate sufficient TIRZ increment to provide the grant to the Developer as set forth in the Project and Financing Plan; and

**WHEREAS**, pursuant to Section 311.010(h) of the Act, the Board may establish and provide for the administration of one or more programs, including the Program, for the public purposes of developing and diversifying the economy of the zone, eliminating unemployment and underemployment in the zone, and developing or expanding transportation, business, and commercial activity in the zone, including programs to make grants and loans from the tax increment fund of the zone in an aggregate amount not to exceed the amount of the tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone, and the Board has all the powers of a municipality under Chapter 380, Texas Local Government Code; and

**WHEREAS**, the City and the Board intend for the TIRZ Revenues collected from the City ad valorem TIRZ increment to provide an economic development grant to the Developer pursuant to Chapter 380, Texas Local Government Code, as amended ("Chapter 380"), to be paid annually for the remaining balance of the monies in the TIRZ Fund after payment of TIRZ administrative expenses; and

**WHEREAS**, capitalized terms used but not defined herein shall have the meanings given to them in the Project and Financing Plan.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

**ARTICLE I**  
**THE DEVELOPMENT**

Section 1.01. Definitions. In addition to the capitalized terms defined throughout this Agreement, the following terms shall have the meaning set forth below:

“Administrative Expenses” shall include, without limitation, expenses incurred by the City in the establishment, administration, and operation of the TIRZ, including, but not limited to, the costs of (i) legal counsel, engineers, accountants, administrators, financial advisors, investment bankers or other consultants and advisors, (ii) creating and organizing the TIRZ and preparing the Project and Financing Plan, (iii) computing, levying, collecting and transmitting the TIRZ Funds, (iv) maintaining the record of installments, payments and reallocations and/or cancellations of the TIRZ Funds, (v) investing or depositing the TIRZ Funds or other monies, (vi) complying with the TIF Act, and other costs as may be set forth in the TIRZ Project and Finance Plan.

“TIRZ Funds” shall mean the increment from ad valorem real property taxes levied and collected by the City solely on the captured appraised value of the Property, and from no other property within the TIRZ, which shall be contained in the fund established by the City pursuant to Ordinance No. 2025-12-18-02 for the deposit of TIRZ funds in accordance with the Act and the governing documents of the TIRZ adopted in accordance with the Act..

“Undocumented Workers” shall mean (i) individuals who, at the time of employment with the Developer, are not lawfully admitted for permanent residence to the United States or are not authorized under law to be employed in that manner in the United States; and (ii) such other persons as are included within the definition of “Undocumented Worker” pursuant to V.T.C.A., Government Code §2264.001(4), as hereafter amended or replaced, or any other applicable law or regulation.

Section 1.02. Use of TIRZ Revenues. The City and Board will provide:

(a) A Chapter 380 TIRZ Grant equal to thirty-three and 37/100 percent (33.37%) of the City’s collected ad valorem tax increment in the TIRZ, after reduction by Administrative Expenses, to be paid annually (i) for a period of up to forty (40) years, or (ii) until the aggregate amount of the City’s TIRZ increment placed into the TIRZ Fund, including interest on any balance, totals One Hundred Fifty Seven Million and 00/100 Dollars (\$157,000,000.00), whichever comes first (the “Chapter 380 TIRZ Grant”).

(b) The City and the Board agree to allocate or dedicate the TIRZ Funds collected from the City ad valorem TIRZ increment to the City, and such TIRZ Funds shall be used in the following order of priority:

- i. First, to pay Administrative Expenses of the TIRZ;
- ii. Second, to provide the Chapter 380 TIRZ Grant to Developer annually as provided for in Section 1.05 of this Agreement.

(c) If the Developer fails to comply with any of its obligations set forth in the Development Agreement, and if the Developer fails to cure such default within the applicable cure period provided in the Development Agreement, the City shall notify the Developer of such

default. The Developer shall be given the time set forth in the Development Agreement to remedy the default. If such default is not remedied within the specified timeframe, the City, until such default is remedied, shall abate the payment of annual Chapter 380 TIRZ Grant payments until the default is cured. Upon the remedy by Developer of any default, the Developer shall be entitled to receive any previously abated payments and resume receiving the annual Chapter 380 TIRZ Grant.

Section 1.03. Funds for the Chapter 380 Grant. The Chapter 380 Grant is not secured by a pledge of ad valorem taxes or financed by the issuance of any bonds or other obligations payable from ad valorem taxes of the City, but is payable only from TIRZ Funds of the City authorized by the Program and Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 380. This Section 1.03 shall expressly survive the expiration or termination of this Agreement.

Section 1.04. Developer Chapter 380 Program Performance. In order to be eligible to receive payments under the Chapter 380 Grant, the Developer shall be in compliance with the Development Agreement and perform the following Developer obligations (the “Developer Obligations”):

- (i) After the Development Agreement approval by the City Council, voluntarily annex all or a portion of the Property, as requested by the City, into the City limits according to provisions of the Development Agreement;
- (ii) Construct, per the terms of the Development Agreement, water, sewer and roadway infrastructure, on a phase-by-phase basis, to support the development of the Property. For clarity, the annual Chapter 380 Grant payments will commence with the construction of the first phase of the Development and continue with construction of each subsequent phase of the Development; and
- (iii) File a written request, substantially in the form attached as **Exhibit B** shall provide, or cause to be provided to the City, the written request for payment (the “Request for Payment”). At a minimum, the Request for Payment shall include (i) the amount requested for payment from the TIRZ Fund as determined by the TIRZ administrator, (ii) the payees, and (iii) the wiring information for such payees.

Section 1.05. City Payment Obligations. The City shall make the Chapter 380 Grant payments to Developer no later than thirty (30) days after the Request for Payment with acceptable documentation is received by the City. Notwithstanding the foregoing:

- (i) If Developer fails to provide a Request for Payment on or after May 1<sup>st</sup>, of any calendar year, the City will be afforded thirty (30) days from the date of the Request for Payment is received by the City to pay the Grant payment;
- (ii) If the City never receives a Request for Payment for a particular year's Chapter 380 Grant payment, then the City will hold in escrow that year's

payment and such amount may be requested, pursuant to Request for Payment, in any of the following years during the term of this Agreement;

- (iii) At the end of the term of this Agreement, for the final Chapter 380 Grant payment, if no Request for Payment is received, such funds will be held in escrow twelve (12) months after the May 1<sup>st</sup> deadline, after which period the Chapter 380 Grant will be returned to the City.

## ARTICLE II

### MISCELLANEOUS PROVISIONS

Section 2.01. Term. This Agreement shall be in force and effect from the date of execution hereof until the expiration of the term of the TIRZ, which is the earlier of: (i) forty (40) years, or (ii) until the aggregate amount of the City's TIRZ increment placed into the TIRZ Fund, including interest on any balance, totals One Hundred Fifty Seven Million and 00/100 Dollars (\$157,000,000.00), whichever comes first.

Section 2.02 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 2.03 Successors and Assigns. All covenants and agreements contained by or on behalf of the TIRZ in this Agreement shall bind its successors and assigns and shall inure to the benefit of the Developer and its successors and assigns. The right to monies available in the TIRZ Fund, including the grant, set forth herein may be assigned, from time to time and in whole or in part, by the Developer to any person or entity and collaterally assigned to any lender. The assignment must be in writing. A copy of the assignment shall be given to the City within thirty (30) days after such assignment; however, City consent to the assignment is not required. The Developer's rights under this Agreement are a personal obligation and do not constitute a covenant running with the land. Notwithstanding Developer's ability to assign the right to monies available in the TIRZ Fund, as stated herein, this Agreement may only be assigned to a person or entity that becomes a Developer Assignee (as such term is defined in the Development Agreement) pursuant to the Development Agreement.

Section 2.04 Notices. Any notice, submittal, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: Attn: Mayor  
City of Gunter  
105 N. 4<sup>th</sup> Street  
Gunter, TX 75085

With a copy to: Attn: Courtney Goodman-Morris  
Nichols Jackson LLP  
500 N Akard, Suite 1800  
Dallas, Texas 75201

To the Developer: Attn: Matthew Dawson  
MM Platinum Ranch, LLC  
1800 Valley View Lane, Suite 300  
Farmers Branch, Texas 75234

With a copy to: Attn: Travis Boghetich  
Boghetich Law, PLLC  
1800 Valley View Lane, Suite 360  
Farmers Branch, Texas 75234

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

Section 2.05 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

Section 2.06 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is necessary and required.

Section 2.07 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action of the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been and is duly authorized to do so. The Board represents and warrants that this Agreement has been approved by official action of the Board in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Board has been and is duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been and is duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

Section 2.08 Severability. This Agreement shall not be modified or amended except in writing signed by the Parties. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 2.09 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Grayson County. Exclusive venue for any action related to, arising out of, or brought in connection with this Agreement shall be in the Grayson County State District Court.

Section 2.10 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 2.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 2.12 Complete Agreement. This Agreement embodies the entire Agreement between the Parties and cannot be varied or terminated except as set forth in this Agreement, or by written agreement of the City and the Developer expressly amending the terms of this Agreement.

Section 2.13 Consideration. This Agreement is executed by the Parties without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

Section 2.14 Developer Indemnification. In the event of any litigation challenging the validity or enforceability of this Agreement, Developer agrees to defend and indemnify the City and the TIRZ Board, as applicable, for any claims, judgments and/or its reasonable attorneys' fees and costs spent on defending the validity or enforceability of the Agreement. The City shall have no obligation to defend a challenge if Developer fails to provide such indemnification. Developer shall reimburse the City or the TIRZ Board for any grant payments that are made by the City and the TIRZ Board to the Developer, if such payments are deemed by a court with jurisdiction to be illegal or a violation of state or federal law.

Section 2.15 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities.

Section 2.16 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term “force majeure” shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

Section 2.17 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

Section 2.18 Undocumented Workers.

(i) Covenant Not to Employ Undocumented Workers. The Developer hereby certifies that the Developer and each branch, division, and department of the Developer does not employ any Undocumented Workers and the Developer hereby covenants and agrees that the Developer and each branch, division and department of the Developer will not knowingly employ any Undocumented Workers during the Term of this Agreement.

(ii) Covenant to Notify City of Conviction for Undocumented Workers. The Developer further hereby covenants and agrees to provide the City with written notice of any conviction of the Developer, or any branch, division or department of the Developer, of a violation under 8 U.S.C. §1324a(f) within thirty (30) days from the date of such conviction.

(iii) Repayment of Economic Development Incentives in Event of Conviction for Employing Undocumented Workers. If, after receiving the Chapter 380 TIRZ Grant under the terms of this Agreement, the Developer, or a branch, division or department of the Developer, is convicted of a violation under 8 U.S.C. §1324a(f), the Developer shall pay to the City, not later than the 120<sup>th</sup> day after the date the City notifies the Developer of the violation, an amount equal to the portion of the Chapter 380 TIRZ Grant previously paid by the City and/or the Board to the Developer under the terms of this Agreement plus interest at the rate equal to the *lesser* of: (i) the maximum lawful rate; or (ii) five percent (5%) per annum, such interest rate to be calculated on the amount of each of the Chapter 380 TIRZ Grant being recaptured from the date each payment of Chapter 380 TIRZ Grant was paid by the City and/or the Board to the Developer until the date repaid by the Developer to the

City and such interest rate shall adjust periodically as of the date of any change in the maximum lawful rate.

(iv) Limitation on Economic Development Incentives. The City and the Zone shall have no obligation to pay any of the Chapter 380 TIRZ Grant, or to perform any other obligations hereunder, to the Developer if the Developer, or any branch, division or department of the Developer is convicted of a violation under 8 U.S.C. §1324a(f).

(v) Remedies. The City shall have the right to exercise all remedies available by law to collect any sums due by the Developer to the City pursuant to this Section 2.18 including, without limitation, all remedies available pursuant to Chapter 2264 of the Texas Government Code.

(vi) Limitation. The Developer is not liable for a violation of this Section 2.18 of this Agreement by a subsidiary, affiliate, or franchisee of the Developer, or by a person with whom the Developer contracts.

(vii) Survival. The terms, provisions, covenants, agreements and obligations of the Developer and the rights and remedies of the City set forth in this Section 2.18 shall expressly survive the expiration or termination of this Agreement.

Section 2.19 Form 1295 Certificate. The Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Developer. The information contained in the Form 1295 completed by the Developer has been provided solely by the Developer and the City has not verified such information.

Section 2.20 Statutory Verifications. The Developer makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(a) Not a Sanctioned Company. The Developer 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, Government Code. The foregoing representation excludes the Developer 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.

(b) No Boycott of Israel. The Developer 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. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

(c) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

(d) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, 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. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

[SIGNATURE PAGES FOLLOW]

**EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:**

**CITY OF GUNTER, TEXAS**

By: \_\_\_\_\_  
Name: Karen Souther  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Detra Gaines  
Title: City Secretary

**TIRZ NO. 3 BOARD:**

REINVESTMENT ZONE NUMBER  
THREE, CITY OF GUNTER, TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DEVELOPER:**

**MM PLATINUM RANCH, LLC,**  
a Texas limited liability company

By: MMM Ventures, LLC,  
a Texas limited liability company  
Its Manager

By: 2M Ventures, LLC,  
a Delaware limited liability company  
Its Manager

By: \_\_\_\_\_  
Name: Mehrdad Moayedi  
Its: Manager

**EXHIBIT A  
LEGAL DESCRIPTION**

**EXHIBIT B  
REQUEST FOR PAYMENT**

The undersigned is an agent for \_\_\_\_\_ (the “Requestor”) and requests payment from the 380 Grant Fund of Reinvestment Zone Number Three City of Gunter, Texas (“TIRZ No. 3”) from the City of Gunter, Texas (the “City”) in the amount of \$ \_\_\_\_\_ (the “Chapter 380 Grant”). All capitalized terms not otherwise defined herein shall have the meaning given to such term in that certain TIRZ No. 3 Economic Development Agreement, entered into as of \_\_\_\_\_, 2026, by and between the City, and MM Platinum Ranch, LLC, a Texas limited liability company (the “TIRZ Agreement”).

In connection to the above referenced payment, the Requestor represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Requestor, is qualified to execute this Request for Payment on behalf of the Requestor and is knowledgeable as to the matters set forth herein.
2. The Chapter 380 Grant requested has been determined by the TIRZ administrator.
3. The Chapter 380 Grant requested has not been the subject of any prior payment request submitted to the City or, if previously requested, no disbursement was made with respect thereto.
4. The City is hereby instructed to provide the Chapter 380 Grant to the following payee(s) pursuant to the attached wiring instructions.
5. The Developer Obligations as set forth in Section 1.04 of the TIRZ Agreement have been fulfilled.

**[REQUESTOR SIGNATURE BLOCK]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_